REGULAR CITY COUNCIL MEETING

6:30 PM – COUNCIL CHAMBERS – CITY HALL

JUNE 16, 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. Silent Invocation
2. Pledge of Allegiance led by Volusia Young Marines
3. Roll Call
4. Public Comments on Consent Agenda Items Only

B. CONSENT AGENDA

5. Approval of Minutes
    a. Regular City Council Meeting - June 2, 2026
6. Bid Awards and Contract Items
    a. Approval of Task Authorization No. 7 with Zev Cohen & Associates, Inc. for Design of Riverwalk Park Playground Renovations
    b. Approval of Amendment No. 1 to the EJCDC DIS-CMAR525 Agreement with Wharton-Smith for the Force and Water Main River Crossing Project amending Exhibit B – Guaranteed Maximum Price Amendment, establishing the Guaranteed Maximum Price (GMP) for the construction phase of the project
    c. Approval of Task Authorization No. 19 with Pegasus Engineering, LLC for Post-Award Grant Management Services for the FEMA Hurricane Ian Hazard Mitigation Grant Program (HMGP) Grant to Elevate 13 flood-prone homes - Port Orange Project CD242
    d. Approval of Task Authorization No. 20 with Pegasus Engineering, LLC for Post-Award Grant Management Services for the FEMA Hurricane Nicole Hazard Mitigation Grant Program (HMGP) Grant to Demolish and Reconstruct one flood-prone home - Port Orange Project CD241

e. Approval of a Six-Month Extension for the Public Utilities Landscape Maintenance Contract with G&G Outdoors, LLC

f. Approval of Task Authorization No. 29 with Kimley-Horn & Associates, Inc. for Construction Phase Services for the Force and Water Main River Crossings

7. Resolution No. 26-30 - Approval of Contract #H1301 for the Hurricane Nicole Hazard Mitigation Grant Program (HMGP) to Demolish and Reconstruct one home - Port Orange Project CD241
8. Resolution No. 26-31 - Approval of Contract #H1331 for the Hurricane Ian Hazard Mitigation Grant Program (HMGP) to Elevate 13 homes - Port Orange Project CD242
9. Resolution No. 26-32 - Implementing and Adopting Water, Wastewater, Reclaimed and Other Miscellaneous Utility Fee Adjustments for the final year of a four-year implementation plan based on the 2023 Rate Study
10. Resolution No. 26-33 — Supplementing Resolution No. 26-4 Related to Schedule of Rates, Fees and Charges for City's Provision of Sewer Services for the Town of Ponce Inlet
11. Resolution No. 26-34 - Approval for the YMCA to apply for a Volusia ECHO Grant Application
12. Resolution No. 26-35 - Accepting the grant award from the U.S. Department of Justice FY25 Patrick Leahy Bulletproof Vest Partnership Project in the amount of $6,327.63
13. Resolution No. 26-36 - Authorize the Renaming of the Lakeside Community Center to the Allen Green Center
14. Approval of a 30-day Extension to the Post-Closing Occupancy Agreement relating to 846 Bears Trail

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

D. COMMENTS AND ADDITIONAL ITEMS

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

E. BOARD APPOINTMENTS, INTERVIEWS, AND REPORTS

18. Citizen Advisory Committee for TPO

F. PUBLIC HEARING

19. First Reading - Ordinance No. 2026-8 - Amendments to Chapter 17, Section 29 of the Land Development Code (LDC) for the Planned Community-Agriculture (PC-A) zoning district (Case No. DCAM-25-0005)

G. REGULAR AGENDA

20. First Reading - Ordinance No. 2026-6 - Proposing Amendments to the City's Charter relating to Residency Requirements and Setting a Charter Referendum
21. Approval of Historic Tree Removal Request for the Harbor Landings Subdivision
22. FY 2026-2027 Budget Discussions (Preliminary 5-Year Capital Improvement Plan and Fleet Replacement)

H. COUNCIL COMMITTEE REPORTS

23. City Council Committee Reports
    a. First Step Shelter - Councilman Shawn Goepfert
    b. Port Orange/South Daytona Chamber of Commerce - Councilman Shawn Goepfert

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
JUNE 2, 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. Life-Pak 35 Cardiac Monitor Demonstration - Colleen Fitchett, Division Chief of EMS

Joe Wulfing, Fire Chief, introduced Colleen Fitchett, Division Chief of EMS, and provided some call statistics to include cardiac arrest calls and how often they utilize the Life-Pak 35 Cardiac Monitor devices.

Ms. Fitchett showed the Life-Pak 35 Cardiac Monitor and provided details on what the device can do and how the Fire Departments utilize these devices.

Council members expressed their gratitude and highlighted the positive response times of the Fire Department.

5. Public Comments on Consent Agenda Items Only

There were none.

CONSENT AGENDA

6. Approval of Minutes
    a. Regular City Council Meeting - May 19, 2026

7. Bid Awards and Contract Items

a. Approval of Amendment No. 1 to Task Authorization No. 3 for Dredging and Marine Consultants, LLC for the Causeway Park South Boat Ramp Project

b. Approval of Change Order No. 2 to the Masci General Contractor, Inc. Contract for the St. John's River to Sea Loop Shared-Use Nonmotorized (SUN) Trail Project (CD221)

c. Intent to Award ITB #26-01 Demolition Services for Federally Funded Projects to Reclaim Company, LLC, as the primary and DSR Construction, Inc. and Samsula Demolition as alternates

d. Intent to Award ITB #26-07 City Center Sports Complex Expansion to All State Civil Construction, Inc.

e. Approval of Amendment No. 1 to Task Authorization No. 6 to Paul Culver Construction Co., Inc. for Fire Suppression System Modifications at the YMCA

8. Resolution No. 26-25 - Budget Resolution for Fire Suppression System Modifications at the YMCA

9. Resolution No. 26-26 - Waiver of Building Permit Fees to bring a Substantially Damaged Structure into Compliance

10. Resolution No. 26-27 - Approval to apply for a Volusia ECHO Grant Application for the Willow Run Park Expansion

11. Resolution No. 26-28 - Approval of State of Florida Department of Transportation (FDOT) Highway Lighting, Maintenance, and Compensation Agreement (FDOT #AT673)

12. Resolution No. 26-29 - Amending the CDBG PY2025 Annual Action Plan

13. Police Department K9 Mila Transfer to Officer J. Alevisatos

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

14. Faith, Family and Responsible Fatherhood Month - Proclamation

Mayor Scott Stiltner read the Faith, Family and Responsible Fatherhood Month proclamation and presented it to Pastor Seth Tweeddale of Grace Community Church, and State Faith Director with Citizens Defending Freedom, along with fellow pastors of the community.

PUBLIC PARTICIPATION (Non-Agenda – 20 minutes)

Kimi Ayus representing Port Orange South Daytona Chamber of Commerce, provided an update to include some upcoming events.

COMMENTS AND ADDITIONAL ITEMS

15. Council Members

Mayor Scott Stiltner highlighted a presentation made at the Volusia County Council meeting regarding a recent property tax proposal in the State of Florida. He stated that his comments were neither in support of nor opposed to the proposal and encouraged interested individuals to view the meeting presentation for themselves. Mayor Scott Stiltner also discussed the estimated revenue impact on local governments and noted that the proposal language was approved before local governments had the opportunity to formally raise concerns. He further advised that the property tax bill will appear on the November ballot.

Wayne Clark, City Manager, stated Council will be provided with the PowerPoint from the Volusia County Council meeting in addition to the PowerPoint that City staff created in January.

Mayor Scott Stiltner stated while City staff don't know the full scope yet, they will figure it out and keep the residents informed.

Vice Mayor Tracy Grubbs commented on the proposed property tax cut issue, noting that approximately 58% of residents would be affected, compared to an estimated 38% within the county. He also expressed appreciation to the Mayor and the Police Chief for their efforts in organizing the recent Police Memorial event, describing it as a meaningful tribute honoring fallen law enforcement officers from Volusia and Flagler counties. He specifically recognized the memorial flyover and overall success of the event.

Vice Mayor Tracy Grubbs further addressed public safety concerns related to bicycle usage, noting that he witnessed two recent near-miss incidents involving bicyclists riding in the middle of the roadway. With school out for the summer, he encouraged motorists to remain vigilant and urged parents to educate their children on safe riding practices, including riding in appropriate areas and wearing helmets. He also referenced a recent head-on collision that occurred near his residence as a reminder of the importance of paying attention while traveling on local roadways. In closing, the Vice Mayor thanked the Police Chief and his staff for their service and dedication to keeping the community safe.

Councilman Shawn Goepfert recognized resident Allen Crouch and read his obituary.

16. City Attorney

There was nothing further.

17. City Manager

a. Riverwalk Update

Mr. Clark provided an update on the Riverwalk property.

b. Stormwater Projects Update

Mr. Clark provided an update on the Stormwater projects and highlighted the Transform 386 projects to include Portona, Sugar Forest, and Powers Avenue. He also highlighted the Sleepy Hollow Project and commented on the funding of the Stormwater projects.

c. Parks and Recreation Bond Projects Update

Mr. Clark provided an update on the Parks and Recreation Bond Projects to include City Center Sports Complex and the ECHO grant for the Willow Run Park Expansion which were both approved tonight under the consent agenda.

Mr. Clark introduced Sean Maroney, the new Public Works Director.

Mr. Maroney expressed his appreciation and eagerness to work with the City of Port Orange.

SPECIAL REPORTS

18. Report from KemperSports on the Cypress Head Golf

Jeff Dayton, General Manager of KemperSports, provided an update on the course's financial performance, maintenance efforts, and recent improvements, including the new golf cart fleet and bunker renovations. He noted the continued success of the PGA Hope program with a 6-week golf lesson to be hosted in August, and the numerous tournaments hosted at the course. Mr. Dayton also reported that bids are being obtained for an artificial tee line project planned for the fall. Additionally, he discussed ongoing issues with trespassing and property damage related to fishing and e-bike activity, noting that e-bikes have been the primary source of damage.

BOARD APPOINTMENTS, INTERVIEWS, AND REPORTS

19. Golf Advisory Board Report

Richard Lee, Chair, provided an update from the Golf Advisory Board meeting. He reported concerns with directions on the pathways between holes 9 and 10 and stated they will be adding markings on the cart paths to better direct golfers. Mr. Lee also noted ongoing concerns related to fishing activities and e-bike usage on the course. He referenced an incident on the 11th hole in which an individual on an e-bike was observed riding on the green and performing donuts. Lastly, he reported that the golf course is in excellent condition, there has been a noticeable improvement in the restaurant's operations and answered Council members' questions.

Mayor Scott Stiltner requested that the Police Chief have someone look into these issues.

Councilman Lance Green stated there are some people who have stood in the middle of the fairway disrupting the course.

REGULAR AGENDA

20. Appeal of Planning Commission Denial of a Variance for 5968 Shady Creek Lane

Mayor Scott Stiltner asked Matt Jones, City Attorney, to provide guidelines on the procedure for this item.

Mr. Jones reviewed the applicable guidelines and outlined the Council's role in considering the matter. He explained that the City has established the relevant criteria and that the Council must determine whether to uphold the Planning Commission's denial.

> Motion to uphold Planning Commission's denial of the variance request for 5968 Shady Creek Lane was made by Vice Mayor Tracy Grubbs and Seconded by Councilman Shawn Goepfert.

Tim Burman, Community Development Director, introduced the item and provided details.

Peter Francis, applicant, provided further details on the item and explained his request for appeal.

Mr. Jones provided clarification to Council members regarding issues raised during the applicant's presentation prior to public comment and responded to questions from the Council.

Several residents spoke in opposition of the denial of the variance.

Several residents spoke in favor of the denial of the variance.

Mr. Jones clarified what Council has in front of them to vote on.

Mr. Francis provided his closing argument.

Mayor Scott Stiltner noted that he appreciates the comments from the public, but the comments are not something that they can take into consideration as they have to vote on the facts and not get in the middle of relationships between neighbors and/or residents and the HOA.

Council members clarified what their role is and asked Mr. Jones to clarify what Planning Commission's role was when they voted.

Vice Mayor Tracy Grubbs commented on the code and the restrictions regarding living on a corner lot.

Mayor Scott Stiltner stated that if council members have an interest, they can discuss a

code amendment in the future. However, now is not the time. He further mentioned there is a permitting process that is in place, which should have been followed.

Motion carried unanimously to uphold Planning Commission's denial by roll call vote.

COUNCIL COMMITTEE REPORTS

21. City Council Committee Reports

a. Volusia Flagler TPO - Vice Mayor Tracy Grubbs

Vice Mayor Tracy Grubbs provided an update on the Volusia Flagler TPO.

b. General Employee's Pension Board - Mayor Scott Stiltner

Mayor Scott Stiltner was unable to attend the General Employee's Pension Board Meeting. Therefore, he has nothing to report.

ADJOURNMENT - 8:45 p.m.

_____
Mayor Scott Stiltner

Attest:

_____
Robin Fenwick, MMC
City Clerk

CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 6/16/2026

SUBJECT: (B6a) Approval of Task Authorization No. 7 with Zev Cohen & Associates, Inc. for Design of Riverwalk Park Playground Renovations

DEPARTMENT: Parks & Recreation

GOAL: 3 - Quality of Life

RECOMMENDED MOTION: Move to approve Task Authorization No. 7 with Zev Cohen & Associates for Riverwalk Park Playground Renovations for an amount not to exceed $35,025 and authorize the Mayor and City Clerk to execute all associated documents.

SUMMARY: Parks and Recreation Staff is requesting approval of Task Authorization (TA) No. 7 with Zev Cohen & Associates, Inc. under the Master Contract for Professional Engineering Services relating to the design of Riverwalk Park Playground Renovations in an amount not to exceed $35,025.

The scope of work consists of designing renovations and improvements for the drainage within the children's playground area of Riverwalk Park. During heavy rains, water gets below the playground surface and lifts it. To improve the safety and function of the area, the plan will likely include re-grading, removing, and replacing the existing playground surface and subsoils, along with the installation of trench drains or yard drains to tie into the existing stormwater network.

PRESENTER: Susan Lovallo

ATTACHMENTS:

1.	Task Authorization No 7 - Riverwalk Park playground improvements	Task Authorization No 7 - Riverwalk Park playground improvements.pdf
2.	Zev Cohen Contract	Zev Cohen Contract.pdf
3.	Zev Cohen quote	Zev Cohen quote.pdf
4.	Zev Cohen ALL 11.21.26	Zev Cohen ALL 11.21.26.pdf

Jennifer Cox	Created/Initiated - 06/01/2026
Susan Lovallo	Approved - 06/01/2026
Sue Wang	Approved - 06/04/2026
Matthew Jones	Approved - 06/05/2026
Wayne Clark	Final Approval - 06/08/2026

TASK AUTHORIZATION NO. 7
Master Contract for Professional Engineering Services dated March 19, 2024
Between the City of Port Orange, Florida and Zev Cohen & Associates, 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 **ZEV COHEN & ASSOCIATES, INC.**, a Florida corporation with its principal place of business at 300 Interchange Blvd., Suite C, Ormond Beach, FL 32714 ("Contractor"), and hereinafter collectively referred to 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, Engineer shall provide services relating to Riverwalk Park Playground Improvements, and as more particularly described in the Scope of Services attached hereto and incorporated herein as Task Authorization Exhibit "1."

3. Engineer shall complete the services to be provided herein within two (2) years from issuance of a notice to proceed by the City to the Engineer.

4. In return for the services identified above, the City agrees to compensate Engineer 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 **$35,025**. 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. *Truth-in-Negotiations*

(a) For any fixed fee, cost-plus-a-fixed-fee or guaranteed maximum-not-to-exceed compensation professional service contract or compensation in a Task Authorization over $150,000, Engineer shall execute a truth-in-negotiation certificate state that wage rates and other factual unit costs supporting the compensation are accurate, compete, and current at the time of the contracting.

(b) Engineer's signature on this Contract or Task Authorization shall act as execution of a truth-in negotiation certificate stating that wage rates and other factual unit costs supporting the compensation set forth in this Contract or Task Authorization are accurate, complete, and current at the time of contract. The certification shall also constitute an affirmation that Engineer has disclosed all debts or fees owed to or that are pending before the City prior to the execution of this Contract or Task Authorization.

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:

ZEV COHEN & ASSOCIATES, INC.

_____ By: _____

Printed Name: _____ Robert J. Ball, 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: _____

Printed Name: _____

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 Quote

Consisting of 5 Pages

Zev Cohen and Associates, Inc.

Scope of Work

Based on discussions with staff, the City desires to renovate and improve the drainage within the children's playground area of Riverwalk Park. We anticipate re-grading, removing and replacing the existing playground surface and subsoils along with the installation of trench drains or yard drains to tie into the existing stormwater network.

Task 1.0 Preliminary Design

A. ZCA will coordinate with a survey subconsultant to prepare topographic survey of the project limits
B. ZCA will walk the project limits with City Staff and discuss/confirm specific areas of concern within the playground.
C. ZCA will develop/research design and cross-section details to confirm design intent.

Task 2.0 Final Design

A. ZCA shall prepare 60%, 90%, and 100% design plans and specifications of the civil components for the City's review.
B. A cost estimate will also be prepared at the 90% and 100% submittals.

Task 3.0 Permitting

A. Due to the maintenance type activity of the improvements, we do not anticipate St. John River Water Management District permitting and/or stormwater calculations.
B. No specific City permitting is anticipated as this project is generally considered a replacement/maintenance project; however, we understand the internal review of the Plans will likely include reviews by the Development Review Staff. We have included minor coordination to address development review comments in addition to Parks and Recreation normal project management changes.

Task 4.0 Surveying Services

A. See attached scope of services from Sliger & Associates, Inc.

Task 5.0 Bidding Services

A. Assist the City in preparing a bid package utilizing the 100% plans and specifications. We understand the City's Purchasing Department will lead the effort and ZCA shall provide support as needed.
B. Attend the pre-bid meeting coordinated and conducted by the city.

C. Assist the City in responding to Contractor's questions and preparing addenda as required.
D. Attend the bid opening and review the bid responses in order to make a recommendation to the city.

Task 6.0 Construction Administration Services

ZCA shall provide the following construction administration services for civil site and landscape architectural improvements (assume two (2) months for construction):

1. Engineering

   a. Coordinate and attend a pre-construction meeting with the City of Port Orange.
   b. Review Contractor's pay applications once per month for ZCA design documents.
   c. Review Contractor's shop drawings for ZCA design documents, maximum of one (1) review.
   d. Respond to Contractor's request for additional information, clarification or interpretations of the Construction Documents, maximum four (4) RFIs.
   e. Site visits to verify construction as in general accordance with the approved Plans and specifications, maximum of four (4) site visits.
   f. Review of "As-built" survey documents.

Fee Schedule	Subconsultant	ZCA
Task 1 - Preliminary Design		$3,500.00
Task 2 – Final Design		$20,000.00
Task 3 – Permitting		$3,000.00
Task 4 – Surveying Services	$2,525.00	
Task 5 - Bidding Services		$2,000.00
Task 6 – Construction Administration		$4,000.00

Total (Including Sub Consultant) $35,025.00

RJB/ns
26011c01 TA

"Celebrating 50 Years"

SLIGER & ASSOCIATES surveyors

January 16, 2026

Susan Lovallo
The City of Port Orange
1395 Dunlawton Avenue
Port Orange, Fl. 32129
Email: slovallo@port-orange.org
Phone: 386 506 5851
Delivered via email

Re: Proposal of Surveying and Mapping Service (PRO-0661) for Port Orange Riverwalk Park Playground, 3459 South Ridgewood Avenue, Port Orange, Florida.

Dear Ms. Lovallo:

Sliger & Associates is pleased to submit our proposal for Surveying and Mapping Services for the above-mentioned project.

SCOPE OF SERVICES

Task: Prepare a Specific Purpose Survey

Sliger staff will prepare the following:

- Prepare a Specific Purpose Survey including limited Boundary and Topographic Information in NAVD 88 Vertical Datum and NAD 83 FL East Horizontal Datum, that meets the Standards of Practice set forth by the Board of Professional Surveyors and Mappers in Chapter 5J-17 Administration code pursuant to section 472.027, Florida statutes.
- Preparation for the field survey will include plots and calculations of all deeds, subdivisions and easements supplied by the client and affecting the property.
- Identification of boundary and Right of Way Lines will be based on the best available evidence and documents.
- Vertical control will be transferred from the nearest proven reference monumentation.
- Set Benchmarks 1 Minimum.
- Collect topographic data suitable for the creation of 1-foot contours, within the area of the exhibit.
- Collect data within the exhibit limits including all roadway striping, turn arrows, stop bars, signage, and lane lines.
- All trees 6" and greater (DBH) will be located and any trees that appear to be dead will be identified, but confirmation of the health of a tree should be confirmed by a qualified botanist.
- Locate all above ground improvements including but not limited to buildings, fences, power poles, and driveways servicing the property.
- Plot all easements as shown on the plat or included in the deed. If a title search is required to determine easements not shown on the plat or in the deed, we can contact a title company to provide a separate quote for that. That is not part of this quote, nor is the review and comment of B-II Exceptions
- Flood Zones will be depicted on the drawing.

- The location and mapping of improvements and utilities will be limited to above ground visible evidence and mapping of subsurface features. Accessible underground utilities such as utility structures, inverts, pipe locations size and material will be located horizontally and vertically. Inaccessible underground utilities will be located horizontally if marked by utility owners when notified by Florida 811 and any above ground evidence and any as-builts and GIS maps supplied by the client.
- Show all the ordinance information supplied by the client.
- Show all adjacent Rights-of-Ways and Centerlines.
- Create a CAD Surface model.

Task will be completed for a fixed fee: **$2,525.00**

EXHIBIT

Time frame for beginning the work is 1-2 weeks from signed proposal based on site access & conditions of the work area.

Any additional work outside of the above scope will be performed at our current hourly rates.

TERMS OF CONTRACT

Sliger & Associate, Inc. (S&A) will invoice monthly in accordance with the percentage complete and Final Bill at the conclusion of the project. Payment will be due upon receipt of the invoice. If an invoice is not paid in full within sixty (60) days, S&A reserves the right to stop all work, record a lien as authorized by Florida's Construction Lien Law, and notify property owners if different from the Addressee. Any past due balances over thirty (30) days are subject to reasonable interest costs at the time of signature. It is understood that this agreement between S&A and the Addressee and payment is not contingent on payment from a third party. If it becomes necessary to seek collection the client is responsible for the cost of the collection including reasonable attorney fees. Failure to make payment within said sixty (60) days shall release S&A from all claims which the Addressee may have, whether known or unknown at the time. The signer for the Addressee personally guarantees the amounts due under the agreement. In the event of a dispute the venue for the resolution of the dispute will be Volusia County, Florida.

We have included an acceptance block below. If this proposal is in accordance with your understanding of our agreement, an authorized agent of the firm accepting responsibility for payment should sign and return one copy of this proposal to execute the contract and expedite notice to proceed. S&A will begin work upon receipt of a signed copy; the agreement acts as A Notice of Commencement.

Thank you for considering Sliger & Associates. Should you have any questions regarding our approach to the project or wish to discuss the project in more detail, please do not hesitate to call.

Sincerely,

Chris Williams
Senior Project Manager

By signing this proposal, I hereby acknowledge that I have read and accept the terms of this proposal individually and on behalf of the corporation.

_____	_____
Signature	Type/Print Name & Title
_____	_____
Date	Firm

CITY OF PORT ORANGE MASTER CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES

This Master Contract for Professional Engineering Services ("Contract") is entered into this 19 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 **ZEV COHEN & ASSOCIATES, INC.** ("Engineer"), a Florida corporation, with its principal place of business at 300 Interchange Boulevard, Suite C, Ormond Beach, Florida 32174. The City and Engineer are collectively referred to herein as the "Parties."

The City and the Engineer for Ten Dollars ($10.00) and other good and valuable consideration hereby covenant and agree as set forth below.

1. *Provision of Services*

(a) Engineer hereby agrees to provide continuous professional engineering services, pursuant to and in compliance with the Competitive Consultants Negotiation Act, Florida Statutes 287, Section 287.055. Services may include but not necessarily be limited to: Planning and Feasibility studies; Surveying, Environmental, Geotechnical, and related support services; Design, Permitting, Construction Engineering and Inspection, and/or Plan Review; Permitting Services; Grant Support Services; Coordination Services; Additional services as needed for Capital Projects, Infrastructure Management, and Property Transactions; and as more specifically described in Request for Statement of Qualifications No. 23-18 ("RFSQ 23-18"), and Engineer's Proposal dated December 6, 2023, Addendum No. 1, and RFSQ 23-18 Section 3 – Scope of Services and Requirements, attached hereto as Exhibit "1." In the event of any inconsistencies or conflicts between this Contract, RFSQ 23-18, Engineer's Proposal, and Addendum No. 1, precedence shall be given to the documents in the following order: 1) the terms and conditions of this Contract; 2) Addendum No. 1; 3) RFSQ 23-18, and 4) Engineer's Proposal. Complete copies of RFSQ No. 23-18 and Engineer's Submittal is available in the Office of the City Clerk, City Hall, 1000 City Center Circle, Port Orange, Florida 32129.

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

Term: The term of this Contract shall commence on the date this Contract is signed by both of the Parties, and shall continue for a period of three (3) years, or until either party provides the other party written notice of its intent to terminate as provided in this Contract.

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

Manner and Place: The Engineer shall perform the services as outlined in each project assignment, in accordance with Standard Construction Details as required on all City owned facilities and properties (i.e. rights-of-way) 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: Engineer acknowledges that time is of the essence in the completion of the services contemplated by this contract, and shall complete all services within the timeline specified by this Contract, and shall complete all services within the timeline specified in the project, and as reflected on the Notice to Proceed.

2. *Authorization for Services* This Contract standing alone does not authorize the performance of any work or services to be provided by the Engineer or require the City to place any orders for work or service. Authorization for performance of services by the Engineer 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 Engineer. A sample Task Authorization is attached hereto as Exhibit "2."

a. All Task Authorizations issued under this Contract shall terminate at the expiration of the term of the Task Authorization, unless amended in writing by the Parties. If a Task Authorization issued before the expiration of this Contract cannot be completed until after the expiration of this Contract, then this Contract shall expire on the Completion of Services under said Task Authorization, including any Amendments thereto, and after all work or services under said Task Authorization have been approved and accepted by the City's Contract Administrator. The obligations entered herein by both Parties under this Contract and said Task Authorization shall remain in full force and effect until completion of all work or services performed under this Contract and/or the Task Authorization.

b. No new or additional Task Authorization shall be issued after the original expiration date of this Contract. The extension of this Contract to coincide with the completion of an existing Task Authorization issued prior to the original expiration date of this Contract shall not be construed as or constitute authorization by the City or the Engineer to enter in to a new or additional Task Authorization after the original expiration date of this Contract, unless this Contract is renewed prior to entering into a Contract for a new or additional Task Authorization.

3. *City Obligations* The City reserves the right to utilize lump sum compensation at the hourly rates and related allowable costs, as set forth in Exhibit "1." The Engineer shall be paid compensation for all services, labor and material required thereby, and for all expenditures as specified in each Task Authorization. The fee shall be negotiated for each Project Task Authorization to this Contract. The Engineer shall submit a monthly statement for professional services rendered and expenses incurred to date of the statement. The statements for lump sum shall be based upon Engineer's estimate of the proportion of the total services actually completed at the time of billing to the total services to be performed. Such estimates are to be prepared by the Engineer and accompanied by such supporting data as may be required by the Contract Administrator. Compensation for any authorized cost which is not set forth in the Contract shall not exceed the actual, documented out-of-pocket cost to the Engineer, plus markups for Outside Reimbursables and Subcontractors, if any, as provided in Exhibit "1." This Contract does not include retainer fees, nor is there a minimum fee guaranteed during the Contract period. The City's obligation to pay Engineer under this Contract is limited to an amount not to exceed the appropriated budget per fiscal year. 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* The Community Development Director, Tim Burman ("Contract Administrator"), shall perform contract administration of this Contract. Department Heads requesting services under this Contract shall be responsible for their respective Purchase Orders in accordance with their appropriated budgets. For notice provisions, see the paragraph entitled "Notice."

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

6. *Statement of Engineering Services*. The Engineer shall:

(a) Provide all certifications ("Engineer of Record" function) surveys, calculations, drawings, and any other documents required for special permits and authorizations from various government bodies or agencies having jurisdiction over the project;

(b) Prepare a time scaled diagram showing the dates of completion of various design phases and scheduled completion of working drawings;

(c) Verify and evaluate technical proposals furnished by the construction engineer if requested by the City and provide such amplifications and explanations that may be necessary to clarify the intent of the drawings and specifications;

(d) Furnish consultation and advice as requested by the City during the construction of project, including Construction Administration Services (unless otherwise stipulated in a specific amendment attached hereto and made a part hereof;

(e) Furnish all other engineering services including without limitation those specified hereinafter and those required for the completion of specific projects as described in amendments to this contract:

(i) *Site Visits/Special Permits:* The Engineer shall visit the site and shall initiate and hold such conferences with representatives of the City and other agencies, boards of governments bodies having jurisdiction over the area the project covers and take such other action as may be necessary to obtain permits and authorizations (except the construction permits) and other data upon which to develop the design and preliminary sketches showing the contemplated project.

(ii) *Preliminary Sketches and Opinion of Probable Construction Costs*. The preliminary sketches shall include plans, elevations and sections developments in such detail and with such descriptive specifications as will clearly indicate the scope of work, and make possible a reasonable opinion of the construction cost and satisfy the requirements of permitting and regulatory agencies having jurisdiction. An opinion of probable construction costs shall be prepared.

(iii) *Working Drawings and Specifications*. After the preliminary sketches and opinion of probable construction costs have been approved, the Engineer shall proceed with the preparation of working drawings and specification as required by the Contract Administrator for the construction of said project. Working drawings, specifications and estimates shall be delivered to the Contract Administrator in such sequence and at such times as required by the City such that the construction work can be initiated promptly, procurement of materials made without delay and continuous prosecution of the work promoted, all in strict accordance with the approved design schedule as provided in Paragraph 5(b) above. Working drawings and specifications shall be revised as necessary and as required by the Contract Administrator. After working drawings and specifications have been approved by the Contract Administrator, the Engineer shall furnish such number of sets of prints of the approved specifications, as may be required by the Contract Administrator.

(iv) *Original Drawings – Final Plans*. Upon approval of final plans the Engineer shall deliver to the City one set of original drawings, in such medium and on such materials, as may be required by the Contract Administrator, suitable for blueprinting, showing approved constructed requirements (not of "as-built" construction unless otherwise stipulated), provided, however, that should this contract be terminated by the City the Engineer shall deliver to the City one set of originals as they

exist at the time of termination. Such plans as are delivered shall become and remain the property of the City.

(v) *Revision of Final Drawings and Specifications*. The Engineer shall without additional fee correct and revise drawings, specifications, or other materials furnished under this Contract, if the Contract Administrator finds that such revision is necessary to correct errors or deficiencies for which the Engineer is responsible.

(vi) *Bidding*. The Engineer shall perform all necessary engineering services required in connection with the competitive bidding for construction of the project and the preparation of all documents required thereof, including preparation of documents for separate bid packages for multiple contractors if so required by the Contract Administrator.

7. *Responsibility of the Engineer*. The Engineer shall be responsible for the professional and technical accuracy and the coordination of all designs, drawings, and specifications and other work or materials furnished by the Engineer under this Contract. The Engineer shall without additional cost or fee to the City, correct or revise any errors or deficiencies in his performance.

8. *Reuse of Documents*. The City shall have unlimited rights, for the benefit of the City in all drawings, designs, specifications, notes and other Engineer's work produced in the performance of this Contract, or in contemplation thereof, and all as-builts drawings produced after completion of the work, including the right to use same on any other City work without additional cost to the City. All documents including Drawings and Specifications prepared by Engineer pursuant to this Contract are instruments of service in respect of the Project. They are not intended or represented to be suitable for reuse by the City or others for any other project. Reuse for another project without written verification or adaptation by Engineer for the specific purpose intended will be at City's risk. Any such verification or adaptation will entitle Engineer to further compensation at rates to be agreed upon by the City and Engineer. A reproducible set of plans and specifications shall be delivered to and become the property of the City upon completion of the Project by the Engineer.

9. *Expert Witness*. The Engineer shall serve as an expert witness for the City in any legal proceeding regarding a project if the City so requests. The expert witness fee for Engineer shall be negotiated at the time the Engineer is called as an expert.

10. *Modifications to Scope or Work/Change Orders*.

(a) *Change Orders*. The Contract Administrator, upon written approval 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 one or more of the following: the services to be performed, the contract price, 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 Engineer's cost of, or time required for the performance of the work hereunder, Engineer shall receive an equitable adjustment and the Contract shall be modified in writing accordingly. Any change shall include all costs and damages related to or incidental to such change.

(c) Any claim by the Engineer for adjustment under this clause shall be asserted in writing within thirty (30) days from the date of receipt by the Engineer of the notification of change unless the Contract Administrator grants a further period of time before the date of final payment under the

Contract. The Engineer shall proceed with the prosecution of the work as charged. Except as provided in this Contract, the Engineer shall not be entitled to payment for any extra work or materials.

11. *Subcontractors or Sub-Subcontractors.*

(a) Any subcontractors and outside associates or consultants required by the Engineer in connection with the services covered by the Contract will be limited to such individuals or firms as are specifically identified in an amendment to this Contract. Any substitution in such subcontractors, associates, or consultants shall be subject to the prior approval of the Contract Administrator.

(b) Engineer shall save and hold the City harmless from any and all claims or actions by Engineer's Subcontractors or Sub-subcontractors for payment of monies such Subcontractor of Sub-subcontractor claims to be owed by Engineer for work performed under this Contract.

(c) Nothing in this Contract shall create any obligation on the part of the City to pay directly to any Subcontractors of Sub-subcontractors or claims of a Subcontractor or Sub-subcontractors for amounts owed by Engineer to Subcontractor or Sub-subcontractor for work performed under this Contract.

(d) Engineer shall be fully responsible for all negligent acts and omissions of it Subcontractors and Sub-subcontractors or anyone for whom Consultant is legally responsible to the same extent that it is responsible for the negligent acts and omissions of persons directly employed by it. Nothing in the Contract documents shall create any contractual relationship between any subcontractor and the City or any obligation on the part of the City to pay or to see to the payment of any moneys due any subcontractor to the extent practicable, evidence of amounts paid to the Engineer on account of specific work done in accordance with the schedule of values.

(e) The Engineer shall require all subcontractors or sub-subcontractors or outside associates employed in connection with the performance of this Contract to comply fully with the terms and conditions of this Contract between the City and the Engineer.

12. *Termination.*

(a) The performance of work under this Contract may be terminated by the City in accordance with this clause in whole, or from time to time in part, whenever the Contract Administrator shall determine that such termination is in the best interest of the City. Any such termination shall be effected by delivery to the Engineer of a Notice of Termination specifying the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective.

(b) After receipt of a Notice of Termination, and except as otherwise directed by the Contract Administrator, the Engineer shall:

(i) Stop work under the Contract on the date and to the extent specified in the Notice of Termination;

(ii) Place no further orders or subcontracts for materials, services or facilities, except as may be necessary for completion of such portion of the work under the Contract as it is not terminated;

(iii) Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination;

(iv) Assign to the City in the manner, at the times and to the extent directed by the Contract Administrator, all of the right, title, and interest of the Engineer under the orders and subcontracts so terminated, in which case the City shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts; and

(v) Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Contract Administrator, to the extent the City may require which approval

or ratification shall be final for all the purposes of this clause.

(vi) Transfer title and deliver to the City in the manner, at the times, and to the extent, if any, directed by the Contract Administrator.

a. The fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced as a part of, or acquired in connection with the performance of, the work terminated by the Notice of Termination; and

b. The completed or partially completed plans, drawings, information, and other property which, if the contract has been completed, would have been required to be furnished to the City.

(vii) Complete performance of such part of the work as shall not have been terminated by the Notice of Termination.

(c) After receipt of a Notice of Termination, the Engineer shall submit to the City's Contract Administrator his termination claim, in the form and with certification prescribed by the Contract Administrator. Such claim shall be submitted promptly but in no event later than thirty (30) days from the effective date of termination, unless one or more extensions in writing are granted by the Contract Administrator, upon request of the Engineer made in writing within such thirty (30) days period or authorized extension thereof. Upon failure of the Engineer to submit his termination claim within the time allowed, the Contract Administrator may determine on the basis of information available to him, the amount, if any, due to the Engineer by reason of the termination and shall thereupon pay to the Engineer the amount so determined.

(d) Subject to the provisions of Paragraph 11 (c), the Engineer and the Contract Administrator may agree upon the whole or any part of the amount or amounts to be paid the Engineer by reason of the total or partial termination of work pursuant to this clause, the total or partial termination of work pursuant to this clause, which amount or amounts may include a reasonable allowance for profit on work done; provided, that such agreed amount or amounts exclusive of settlement costs, shall not exceed the total contract price as reduced by the amount of payments otherwise made and as further reduced by the contract price of work not terminated. The Contract shall be amended accordingly and the Engineer shall be paid the agreed amount. Nothing in Paragraph 11 prescribing the amount to be paid to the Engineer, shall be deemed to limit, restrict, or otherwise determine or affect the amount or amounts which may be agreed upon to be paid.

(e) In the event of the failure of the Engineer and the Contract Administrator to agree as provided in Paragraph 11 (d), upon the whole amount to be paid to the Engineer by reason of the termination of work pursuant to this subparagraph, the Contract Administrator shall pay to the Engineer the amounts determined by the Contract Administrator, but without duplication of any amounts agreed upon, as follows:

(i) For completed work and services accepted by the City, the price or prices specified in the contract for such work, less any payments previously made.

(ii) The total of:

a. The costs incurred in the performance of the work and service terminated, including initial costs and preparatory expenses allocable thereto, but exclusive of any costs attributable to the work and services paid or to be paid for under Paragraph 11 (e)(i) hereof;

b. The cost of settling and paying claims arising out of the termination of work or services under subcontracts or orders as provided in Paragraph 11 (b)(v) above, which are properly chargeable to the terminated portion of the contract exclusive of amounts paid or payable on account of work or services delivered or furnished by subcontractors prior to the effective date of termination, which amounts shall be included in the costs payable under Paragraph 11 (a) above; and

c. A sum, as profit on Paragraph 11 (a) above, determined by the Contract Administrator to be fair and reasonable, not to exceed 5% of the Task Authorization.

(iii) In the event the contract is terminated because of Engineer's default, the City may take over the work and services and complete the same by contract or otherwise, and the Engineer shall be liable to the City for any increased cost of the project.

13. *Termination for Non-Appropriation of Funds*. 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 Engineer. Should termination be accomplished in accordance with this Section, the City shall be liable only for payments due through the date of termination. 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.

14. *Engineer's Records*. The design, permits and all other records prepared by the Engineer, assembled for the City, subcontracted for the City, and any other records related to the scope of work in the possession of the Engineer shall be retained by the Engineer for the requisite time set forth in Florida Administrative Code Rule 1 B-24, as provided in the records management section at: http://dos.myflorida.com/library-archives/records-management. Engineer may dispose of the records in accordance with Florida law, upon receipt of a signed written release signed by the City Attorney. During the term of this Contract, as amended from time to time, Engineer agrees to indemnify the City for failure to comply with the requirements of this paragraph including costs of litigation and legal fees incurred through all appeals. The Engineer's obligations pursuant to this paragraph shall survive the termination of this Contract, and as amended from time to time.

15. *Examination of Records*

(a) The Engineer agrees that the City, or any duly authorized representative, shall, until the expiration of five (5) years after final payment hereunder, or the requisite time set forth in Section 14 above, whichever is longer, have access to and the right to examine and copy any pertinent books, documents, papers and records of the Engineer involving transactions related to this Contract.

(b) The Engineer 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 Engineer 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.

16. *Public Records Compliance*. Engineer 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 Engineer does not transfer the records to the City.

(d) Upon completion of the Contract, Engineer shall transfer to the City, at no cost, all public records in possession of the Engineer 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 Engineer does not comply with a public records request, the City shall deem the non-compliance a breach of this Contract, and the Engineer may be subject to penalties under Section 119.0701, Florida Statutes.

ENGINEER QUESTIONS RELATING TO ENGINEER'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.

17. *Insurance*. Engineer shall maintain insurance, as required herein, during the life of this Contract. Engineer 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 Engineer shall be primary and non-contributory. All insurance coverages of the Engineer shall not seek contribution from any other insurance or self-insurance available to the City. For workers' compensation and Professional Liability and Errors and Omissions coverage, the Engineer's insurance certificate shall include the insurer's waiver of subrogation in lieu of endorsing the City as an additional insured. The City shall not accept Workers' Compensation Exemptions. Engineer may use leased employees if the Engineer 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 Engineer 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. Engineer 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.

Engineer shall require and ensure each of its subcontractor 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 Engineer is responsible for ensuring that its subcontractors maintain the required coverage. Failure of the Engineer to ensure the subcontractors maintain the required coverage, shall not relieve the Engineer 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 Engineer 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 Engineer 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 Engineer 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 Engineer 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 Engineer 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 & Errors and Omissions	Limits: Coverage - $1,000,000	
☐	Installation Floater (IT)	Limits: Coverage - $ To be determined.	
☐	Engineer Pollution Liability	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.**		

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

19. *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 Engineer's cost of, or time required for the performance of the work hereunder, Engineer shall receive an equitable adjustment in accordance with subparagraph (d), which shall include all compensation to the Engineer, or the City, of any kind in connection with such change, including all costs and damages related to or incidental to such change.

(c) Engineer 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.

20. *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.

21. *Liability for Loss or Damage.*

Engineer shall indemnify and hold harmless the City, and its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Engineer, his/its agents, servants and employees and other persons employed or utilized by the Engineer in the performance of the Contract. Engineer shall submit a full written

report to the Finance Director within twenty-four (24) hours following the occurrence of such damage, loss, or injury.

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

(a) Engineer 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 Engineer. Engineer agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. Engineer agrees and fully supports and complies with the Americans with Disabilities Act of 1990.

(b) Engineer shall state in all solicitations or advertisements for employees placed by or on behalf of Engineer that Engineer 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. Engineer 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.

18. *E-Verify.* Engineer 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 Engineer 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.

19. *Disputes*. The City Manager, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to Engineer, 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.

20. *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.

21. *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.**

22. *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.

23. *Compliance with Other Federal Standards.*

(a) Termination for Default. Administrative, contractual, or legal remedies in instances where the Engineer violates or breaches Contract terms are set forth in Paragraph 8, hereinabove.

(b) Termination for Convenience and Non-Appropriation of Funds. Termination for convenience by the City, including how it will be carried out and the basis for settlement is set forth in Paragraph 6, hereinabove. Termination for non-appropriation of funds is set forth in Paragraph 11, hereinabove.

(c) Equal Employment Opportunity: During the performance of this Contract, the Engineer agrees as follows:

(i) The Engineer will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Engineer will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Engineer agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(ii) The Engineer will, in all solicitations or advertisements for employees placed by or on behalf of the Engineer, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(iii) The Engineer will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Engineer's legal duty to furnish information.

(iv) The Engineer will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Engineer's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(v) The Engineer will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(vi) The Engineer will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the

Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(vii) In the event of the Engineer's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Engineer may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(viii) The Engineer will include the portion of the sentence immediately preceding paragraph (i) and the provisions of paragraphs (i) through (viii) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Engineer will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Engineer becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Engineer may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided,* that if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the Contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Engineers and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Engineer debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Engineers and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future

compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

(d) Davis-Bacon Act: If applicable to this Contract, the Engineer agrees to comply with all provisions of the Davis Bacon Act as amended (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29C.F.R. pt. 5 as may be applicable. Engineer is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Engineer must be required to pay wages not less than once a week. This Contract is conditioned upon the acceptance of the Department of Labor Wage Determination. The Davis-Bacon Act only applies to the Emergency Management Performance Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, Transit Security Grant Program, Intercity Passenger Rail Program, and Rehabilitation of High Hazard Potential Dams Program. Unless otherwise stated in a program's authorizing statute, it does not apply to other FEMA grant and cooperative agreement programs, **including the PA Program. In situations where the Davis-Bacon Act does not apply, neither does the Copeland "Anti-Kickback" Act.**

When required by the federal program legislation, prime construction contracts over $2,000 awarded by the City require the Engineer to comply with the following provisions from 29 C.F.R. § 5.5(a)(1)-(10), and Engineer must include these provisions in full in any subcontracts:

> 29 C.F.R. § 5.5 Contract provisions and related matters.
> (a) The Agency head shall cause or require the contracting officer to insert in full in any contract in excess of $2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in § 5.1, the following clauses (or any modifications thereof to meet the particular needs of the agency, *Provided*, That such modifications are first approved by the Department of Labor):
> (1) Minimum wages.
> (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Engineer and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis–Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill,

except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein:

Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis–Bacon poster (WH–1321) shall be posted at all times by the Engineer and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)

(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the Engineer and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(C) In the event the Engineer, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Engineer shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the Engineer does not make payments to a trustee or other third person, the Engineer may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*,

That the Secretary of Labor has found, upon the written request of the Engineer, that the applicable standards of the Davis–Bacon Act have been met. The Secretary of Labor may require the Engineer to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding.

The (write in name of Federal Agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Engineer under this contract or any other Federal contract with the same prime Engineer, or any other federally-assisted contract subject to Davis–Bacon prevailing wage requirements, which is held by the same prime Engineer, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Engineer or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the Engineer, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the Engineer during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis–Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a) (1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis–Bacon Act, the Engineer shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Engineers employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)

(A) The Engineer shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the Engineer will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency). The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only

need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime Engineer is responsible for the submission of copies of payrolls by all subcontractors. Engineers and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the Engineer will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency), the Engineer, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime Engineer to require a subcontractor to provide addresses and social security numbers to the prime Engineer for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Engineer or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or

cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH– 347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii) (B) of this section.

(D) The falsification of any of the above certifications may subject the Engineer or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The Engineer or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the (write the name of the agency) or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Engineer or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Engineer, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees.

(i) Apprentices.

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Engineer as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a Engineer is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Engineer's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the Engineer will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees.

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who

is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Engineer will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity.

The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements.

The Engineer shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts.

The Engineer or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a) (1) through (10) and such other clauses as the (write in the name of the Federal agency) may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Engineer shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment.

A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a Engineer and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis–Bacon and Related Act requirements.

All rulings and interpretations of the Davis–Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards.

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Engineer (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the Engineer certifies that neither it (nor he or she) nor any person or firm who has an interest in the Engineer's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis–Bacon Act or 29 CFR 5.12(a)(1)."

(e) Copeland Anti Kick Back Act: Compliance with the Copeland "Anti-Kickback" Act.

(i) Engineer. The Engineer shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract.

(ii) Subcontracts. The Engineer or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Engineer shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(iii) Breach. A breach of the Contract clauses above may be grounds for termination of the Contract, and for debarment as a Engineer and subcontractor as provided in 29 C.F.R. § 5.12.

(f) Contract Work Hours and Safety Standards Act:

For all contracts over $100,000 that involve the employment of mechanics, laborers, and construction work:

(i) Compliance with the Contract Work Hours and Safety Standards Act. If applicable per the standard described above, Engineer shall comply with the following provisions from 29 C.F.R. § 5.5(b)(1)-(4), hereinbelow, and furthermore, Engineer shall include these provisions, in full, into any subcontracts.

(1) *Overtime requirements.* No Engineer or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (1) of this section the Engineer and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Engineer and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Engineer or subcontractor under any such contract or any other federal contract with the same prime Engineer, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Engineer, such sums as may be determined to be necessary to satisfy any liabilities of such Engineer or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) *Subcontracts.* The Engineer or subcontractor shall insert in any subcontracts the clauses set

forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Engineer shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

(ii) Further Compliance with the Contract Work Hours and Safety Standards Act.

In addition to the clauses contained in subparagraphs (i)(1) thru (4), hereinabove, in any applicable contract subject only to the *Contract Work Hours and Safety Standards Act* and not to any of the other statutes cited in 29 C.F.R. § 5.1, the Engineer shall comply with the following provisions and insert the same in any applicable contracts with subcontractors:

(1) The Engineer or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the Contract for all laborers and mechanics, including guards and watchmen, working on the Contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

(2) Records to be maintained under this provision shall be made available by the Engineer or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the Engineer or subcontractor will permit such representatives to interview employees during working hours on the job.

(g) Rights to Inventions Made Under a Contract or Agreement.

(1) Stafford Act Disaster Grants. This requirement **does not apply to the Public Assistance**, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of "funding agreement."

(2) If the FEMA award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II, ¶ F.

(3) The regulation at 37 C.F.R. § 401.2(a) currently defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any Engineer for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

(h) Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387) as amended.

For contracts exceeding $150,000.00, the following provisions apply:

Clean Air Act

(1) The Engineer agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
(2) The Engineer agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.
(3) The Engineer agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by FEMA.

Federal Water Pollution Control Act

(1) The Engineer agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.
(2) The Engineer agrees to report each violation to the City and understands and agrees that the City, in turn, report each violation as required to assure notification to the Florida Division of Emergency Management ("FDEM"), Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.
(3) The Engineer agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by FEMA.

(i) Suspension and Debarment. Federal regulations restrict the City from contracting with parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities, where the contract is funded in whole or in part with federal funds. Accordingly, a contract or subcontract must not be made with any parties listed on the SAM Exclusions list. SAM Exclusions is the list maintained by the General Services Administration that contains the name of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under certain statutory or regulatory authority. Engineer can verify its status and the status of its principals, affiliates, and subcontractors at www.SAM.gov.

(1) This Contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the Engineer is required to verify that none of the Engineer's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
(2) The Engineer must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
(3) **This certification, included in the solicitation referenced hereinabove and made a part hereof by this reference**, is a material representation of fact relied upon by City. If it is later determined that the Engineer did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to City, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.
(4) The Engineer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Engineer further agrees to include a provision requiring such compliance in its lower-tier covered transactions.

(j) Byrd Anti-Lobbying Amendment 31 U.S.C. § 1352 (as amended): Engineers who apply or bid for an award of more than $100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally 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 federal awarding agency.

Required Certification: If applicable, the Engineer must sign and submit with this Agreement the following certification, *APPENDIX A, 44 C.F.R. PART 18 – Certification Regarding Lobbying*, included in the solicitation and made a part hereof by reference.

(k) Procurement of Recovered Materials: Requirements: The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

(1) In the performance of this contract, the Engineer shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired.
   (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
   (ii) Meeting contract performance requirements; or
   (iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines website, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

(3) The Engineer also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

(l) Prohibition on Contracting for Covered Telecommunications Equipment or Services.

(1) *Definitions.* As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

(2) *Prohibitions.*

(i) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(ii) Unless an exception in paragraph (iii) of this clause applies, the Engineer and its

subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

a. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

b. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

c. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

d Provide, as part of its performance of this Contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(3) *Exceptions.*

(i) This clause does not prohibit Engineers from providing—

a. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

b. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(ii) By necessary implication and regulation, the prohibitions also do not apply to:

a. Covered telecommunications equipment or services that:

1. Are *not used* as a substantial or essential component of any system; *and*
2. Are *not used* as critical technology of any system.

b. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(4) *Reporting requirement.*

(i) In the event the Engineer identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Engineer is notified of such by a subcontractor at any tier or by any other source, the Engineer shall report the information in paragraph (iv)(2) of this clause to the recipient or subrecipient, unless elsewhere in this Contract are established procedures for reporting the information.

(ii) The Engineer shall report the following information pursuant to paragraph (iv)(1) of this clause:

a. Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if

known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

b. Within 10 business days of submitting the information in paragraph (iv)(2)(a) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Engineer shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(5) *Subcontracts.* The Engineer shall insert the substance of this clause, including this paragraph (5), in all subcontracts and other contractual instruments.

(m) Domestic Preference for Procurements. As appropriate, and to the extent consistent with law, the Engineer should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause:

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 mean 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.

(n) Access to Records and Reports:

(1) The Engineer agrees to provide City, any pass-through entity, the State of Florida and the Recipient (if applicable), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Engineer which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Engineer agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Engineer agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(4) In compliance with section 1225 of the Disaster Recovery Act of 2018, the City and the Engineer acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

(o) Changes. To be allowable under a FEMA grant or cooperative agreement award, the cost of any contract change, modification, amendment, addendum, change order, or constructive change must be necessary, allocable, within the scope of the grant or cooperative agreement, reasonable for the scope of work, and otherwise allowable. This

Contract addresses any potential requests for modifications or changes to the Contract terms as contained hereinabove.

(p) DHS Seal, LOGO, and Flags. The Engineer shall not use the Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The Engineer shall include this provision in any subcontracts.

(q) Compliance with Federal Laws, Regulations and Executive Orders and Acknowledgement of Federal Funding. This is an acknowledgment that FEMA financial assistance will be used to fund all or a portion of the Contract. The Engineer will comply with all applicable federal law, regulations, and Executive Orders, FEMA policies, procedures, and directives. The Engineer shall comply with all uniform administrative requirements, cost principles, and audit requirements for federal awards. Engineer shall ensure that all subcontracts comply with the same.

(r) No Obligation by Federal Government. The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the City, Engineer, or any other party pertaining to any matter resulting from the Contract.

(s) Program Fraud and False or Fraudulent or Related Acts. The Engineer acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Engineers' actions pertaining to this Contract.

(t) Affirmative Socioeconomic Steps. If subcontracts are to be let, the prime Engineer is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(u) Copyright and Data Rights. License and Delivery of Works Subject to Copyright and Data Rights. The Engineer grants to the City, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this Contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this Contract, the Engineer will identify such data and grant to the City or acquires on its behalf a license of the same scope as for data first produced in the performance of this Contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this Contract, the Engineer will deliver to the City data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the City.

(v) Drug Free Workplace Requirements: Drug-free workplace requirements in accordance with Drug Free Workplace Act of 1988 (Pub I 100-690, Title V, Subtitle D). All Engineers entering into Federal funded contracts over $100,000 must comply with Federal Drug Free workplace requirements as Drug-Free Workplace Act of 1988. The Engineer shall comply with this requirement.

(w) Mandatory Disclosures: The Engineer must disclose in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.

(x) Record Retention: Engineer will retain all required records pertinent to this contract for a period of five years after closeout of the FEMA grant, beginning on a date as described in 2 C.F.R. §200.334 and retained in compliance with 2 C.F.R. §200.334. This provision is supplemental to other provisions in this Agreement.

(y) Federal Changes: Engineer shall comply with all applicable Federal agency regulations, policies, procedures, and directives, including without limitation those listed directly or by reference, as they may be amended or promulgated from time to time during the term of the Contract.

(z) Safeguarding Personal Identifiable Information: Engineer will take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive by the awarding agency or is considered sensitive consistent with applicable Federal, State and/or local laws regarding privacy and obligations of confidentiality.

(aa) Build America, Buy America Act. If applicable to this Contract, the Engineer shall comply with Build America, Buy America Act ("BABAA"), as part of the Infrastructure Investment and Jobs Act ("IIJA") (Pub. L. 117-58) and BABA provisions of the Act, 41 U.S.C. 8301, unless covered by a waiver.

24. *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

Engineer:
Zev Cohen & Associates, Inc.
Attention: Robert J. Ball, President
300 Interchange Boulevard
Suite C
Ormond Beach, Florida 32174
Telephone: (386) 677-2482
Facsimile: (386)677-2505
E-Mail: bball@zevcohen.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.

25. *Truth-in-Negotiations*

a. For any fixed fee, cost-plus-a-fixed-fee or guaranteed maximum-not-to-exceed compensation professional service contract or compensation in a Task Authorization over $150,000.00, Engineer shall execute a truth-in- negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. Any professional service contract or Task Authorization under which such certificate is required must contain a provision that the original contract price or compensation and any additions thereto will be adjusted to exclude any significant sums by which the City determines the contract price or compensation was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs.

All such contract or compensation adjustments must be made within one (1) year following the end of the Contract. Otherwise, such adjustments shall be deemed waived by the Engineer and null and void for the purposes of this Contract or Task Authorization. The signature on this Contract by the Engineer shall act as the execution of a truth-in-negotiation certificate stating that the wage rates and other factual unit costs supporting the compensation of this Contract are accurate, complete, and current at the time of contracting.

b. Engineer's signature on this Contract or a Task Authorization shall act as execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation set forth in this Contract or a Task Authorization are accurate, complete, and current at the time of contract. The certification shall also constitute an affirmation that Engineer has disclosed all debts or fees owed to or that are pending before the City prior to the execution of this Contract of Task Authorization.

26. *Waiver of Breach and Materiality* Failure to enforce any provision of this Contract shall not be deemed a waiver of such provision or modification of this Contract. A waiver of any breach of a provision of this Contract shall not be deemed a waiver of any subsequent breach and shall not be construed as a modification of the terms of this Contract.

27. *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 Engineer and the City until the City signs this Agreement.

28. *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: Jill Eckstein

Printed Name: Viviana Vargas

ZEV COHEN & ASSOCIATES, INC.

By: _____

Robert J. Ball, President

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.

Date: 3.15.24

At this time the City <u>does not</u> accept electronic/digital signatures. A wet signature is required for this document.

CITY OF PORT ORANGE

By: _____
Donald O. Burnette, Mayor

Date: 3/19/2024

ATTEST:

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

Date: 3/19/2024

EXHIBIT "1"

Engineer's Pricing and
RFSQ 23-18 Section 3 - Scope of Services and Requirements

Consisting of 4 Pages

ZEVCOHEN & ASSOCIATES INC

300 Interchange Blvd., Suite C
Ormond Beach, FL 32174
386-677-2482 • Fax: 386-677-2505
www.ZevCohen.com

2024 Hourly Rate Schedule

Principal	$230.00
Department Director	$215.00
Senior Professional Engineer	$190.00
Senior Registered Landscape Architect	$180.00
Project Manager	$180.00
Senior Planner	$160.00
Senior Biologist/Env. Scientist/GIS Analyst	$170.00
Professional Engineer	$155.00
Registered Landscape Architect	$150.00
Environmental Scientist II/GIS Specialist II	$115.00
Engineer II	$115.00
Landscape Architect II	$115.00
Planner II	$115.00
Senior Designer	$110.00
Environmental Scientist I/GIS Specialist I	$105.00
Engineer I	$105.00
Landscape Architect I	$105.00
Planner I	$105.00
Designer	$ 95.00
CADD Manager	$120.00
Senior CADD Technician	$110.00
CADD Technician	$100.00
Construction Administration Manager	$145.00
Construction Administrator	$120.00
Construction Administration Technician	$100.00
IT Manager	$105.00
Certified Soil Scientist	$170.00
Certified Arborist	$110.00
Landscape Designer	$ 95.00
Engineering Technician	$ 85.00
Biological Technician	$ 70.00
Technical Assistant	$ 70.00
Senior Clerical	$ 65.00
Clerical	$ 55.00

(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

DESCRIPTION OF WORK

The City of Port Orange is soliciting qualification statements from qualified firms for professional continuous engineering consulting services.

The City of Port Orange, pursuant to and in compliance with the Competitive Consultants Negotiation Act, Florida Statutes 287, Section 287.055 is seeking Letters of Interest, Statements of Qualifications and technical proposals from qualified professional individuals and/or firms interested in providing Civil Engineering, Traffic Engineering and Transportation Planning, Landscape Architectural, Environmental and Planning Services, Geotechnical Engineering Services, Hydrologic and hydraulic analysis and design, Feasibility and due-diligence studies, Drainage studies, Master planning and Grant procurement and Grant administration services and related services for the City of Port Orange for preparation of a variety of projects being administered by various City departments. Plans will be drawn in AutoCAD format unless otherwise directed. Work will normally be under the direction of the Community Development Director or assigned designee.

The City will select a minimum of three, and up to seven firms who can provide all, some, or one of the category service disciplines outlined in the scope of services. Firms do not have to be able to provide all of the services listed in the scope of services. For instance, if a firm only provides Geotechnical Services, then they should state that in their initial Statement and provide all of the supporting data within the submittal to support the type of services provided.

The scope may also include, but are not necessarily limited to any of the following:

- **Planning and Feasibility Studies:**

o Hydrologic and hydraulic analysis and design
o Feasibility and due-diligence studies
o Traffic studies and traffic counts
o Transportation planning
o Grant-specific studies such as transportation funding
o Highway and Roadway safety analysis and recommendations
o Financial planning
o Civil infrastructure forensic analysis
o Drainage studies and hydrologic and hydraulic analysis
o Vulnerability assessments
o Master planning
o Grant procurement and grant administration services including Local Agency Program (LAP) compliance
o Alignment Studies
o Typical Road section analysis

o Trail Route study
o Constructability reviews
o Stakeholder coordination
o ROW Study
o Pond Siting

• **Survey, Environmental, Geotechnical, and other support services:**
o Topographic survey
o ROW survey
o Deed and Title work research
o Environmental analysis
o Contamination Screening
o Cultural Resource Assessment
o NEPA compliance
o Public Meeting support
o Preparation of Project Graphics
o Geotechnical investigations and recommendations
o Forensic analysis

• **Design, Permitting, Construction Engineering and Inspection, and/or Plan Review of the following:**
o Stormwater management systems
o Site and subdivision developments and improvements
o Road and highway widening
o Road and roadside safety improvements
o Pedestrian safety improvements
o Roadway capacity improvements
o Parks and recreational facilities
o Minor/routine utility improvements
o Sidewalk, multi-use path, and other pedestrian or bicycle facilities
o Grading and drainage improvements
o Structures such as boardwalks, boat docks, pedestrian or vehicle bridges, retaining walls
o Traffic signal improvements
o Municipal/county infrastructure developments and improvements
o Other paved/pavement improvements
o Structural design services
o Structural peer review of structural designs
o Forensic analysis of structural or other failures

• **Permitting services such including but not to:**
o Environmental Resource Permitting
o Applicable planning and zoning or site development approvals
o SJRWMD, SHPO, USACOE, USFWS, FFWC, FDEP, FAA, FDOT, FHWA, or any other permitting agency
o Building permits
o NEPA clearance
o Other federal, state, local, or private agency permitting

• **Grant Support Services including but not to:**
o Preparation of figures and graphics in support of grant applications
o Completing grant application forms
o HUD/CDBG – Community Development Block Grant
o Coordination with interested stakeholders and gathering support documentation
o Preparation of grant-specific studies
o Analysis of roadway crash data, traffic volumes, capacity, and safety
o Research of infrastructure grant opportunities

Application and supporting documentation from the following funding sources and/or grant administration of the following:

- River to Sea Transportation Planning Organization (TPO) – Traffic Operations, Safety and Local Initiatives Projects
- TPO – Bicycle and Pedestrian Projects
- TPO – Transportation Planning Studies
- FDOT – Safety Funds
- FDOT – Safe Routes to Schools
- FDOT – Sun Trail
- FHWA/USDOT – TIGER grant
- FHWA/USDOT – MAP-21 grant
- SJRWMD – Cost Share funding
- FDEP – State Revolving Fund
- FEMA – HMGP and FMA funding
- Other infrastructure related grant opportunities

• **Coordination with:**
o Regulatory agencies
o Funding sources
o The general public
o Cities and other municipal agencies
o Economic Development opportunities
o Other interested stakeholders

Additional services as needed for capital projects, infrastructure management, property transactions.

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.

EXHIBIT "2"

Sample Task Authorization

Consisting of 4 Pages

TASK AUTHORIZATION NO. ___
Master Contract for Professional Engineering Services dated _____
Between the City of Port Orange, Florida and Zev Cohen & Associates, 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 **Zev Cohen & Associates, Inc.** ("Engineer"), a Florida corporation, with its principal place of business at 300 Interchange Boulevard, Suite C, Ormond Beach, Florida 32174, and hereinafter collectively referred to as the "Parties," and is to that certain Master Contract relating to Professional Engineering 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, Engineer 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. Engineer shall complete the services to be provided herein within _____ from the date of written notice by the City to the Engineer.

4. In return for the services identified above, the City agrees to compensate Engineer 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. *Truth-in-Negotiations*

(a) For any fixed fee, cost-plus-a-fixed-fee or guaranteed maximum-not-to-exceed compensation professional service contract or compensation in a Task Authorization over $150,000.00, Engineer shall execute a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. Any professional service contractor Task Authorization under which such certificate is required must contain a provision that the original contract price or compensation and any additions thereto will be adjusted to exclude any significant sums by which the City determines the contract price or compensation was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract or compensation adjustments must be made within one (1) year following the end of the Contract. Otherwise, such adjustments shall be deemed waived by the Engineer and null and void for the purposes of this Contract or Task Authorization. The signature on this Contract by the Engineer shall act as the execution of a truth-in-negotiation certificate stating that the wage rates and other factual unit costs supporting the compensation of this Contract are accurate, complete, and current at the time of contracting.

(b) Engineer's signature on this Contract or a Task Authorization shall act as execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation set forth in this Contract or a Task Authorization are accurate, complete, and current at the time of contract. The certification shall also constitute an affirmation that Engineer has disclosed all debts or fees owed to or that are pending before the City prior to the execution of this Contract of Task Authorization.

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 Engineer 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:

ZEV COHEN & ASSOCIATES, INC.

_____

Printed Name: _____

By: _____

Robert J. Ball, President

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: _____

At this time the City <u>does not</u> accept electronic/digital signatures. A wet signature is required for this document.

CITY OF PORT ORANGE

By:_____
Donald O. Burnette, Mayor

Date:_____

ATTEST:

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

Date:_____

Zev Cohen and Associates, Inc.

Scope of Work

Based on discussions with staff, the City desires to renovate and improve the drainage within the children's playground area of Riverwalk Park. We anticipate re-grading, removing and replacing the existing playground surface and subsoils along with the installation of trench drains or yard drains to tie into the existing stormwater network.

Task 1.0 Preliminary Design

A. ZCA will coordinate with a survey subconsultant to prepare topographic survey of the project limits
B. ZCA will walk the project limits with City Staff and discuss/confirm specific areas of concern within the playground.
C. ZCA will develop/research design and cross-section details to confirm design intent.

Task 2.0 Final Design

A. ZCA shall prepare 60%, 90%, and 100% design plans and specifications of the civil components for the City's review.
B. A cost estimate will also be prepared at the 90% and 100% submittals.

Task 3.0 Permitting

A. Due to the maintenance type activity of the improvements, we do not anticipate St. John River Water Management District permitting and/or stormwater calculations.
B. No specific City permitting is anticipated as this project is generally considered a replacement/maintenance project; however, we understand the internal review of the Plans will likely include reviews by the Development Review Staff. We have included minor coordination to address development review comments in addition to Parks and Recreation normal project management changes.

Task 4.0 Surveying Services

A. See attached scope of services from Sliger & Associates, Inc.

Task 5.0 Bidding Services

A. Assist the City in preparing a bid package utilizing the 100% plans and specifications. We understand the City's Purchasing Department will lead the effort and ZCA shall provide support as needed.
B. Attend the pre-bid meeting coordinated and conducted by the city.

C. Assist the City in responding to Contractor's questions and preparing addenda as required.
D. Attend the bid opening and review the bid responses in order to make a recommendation to the city.

Task 6.0 Construction Administration Services

ZCA shall provide the following construction administration services for civil site and landscape architectural improvements (assume two (2) months for construction):

1. Engineering

   a. Coordinate and attend a pre-construction meeting with the City of Port Orange.
   b. Review Contractor's pay applications once per month for ZCA design documents.
   c. Review Contractor's shop drawings for ZCA design documents, maximum of one (1) review.
   d. Respond to Contractor's request for additional information, clarification or interpretations of the Construction Documents, maximum four (4) RFIs.
   e. Site visits to verify construction as in general accordance with the approved Plans and specifications, maximum of four (4) site visits.
   f. Review of "As-built" survey documents.

Fee Schedule	Subconsultant	ZCA
Task 1 - Preliminary Design		$3,500.00
Task 2 – Final Design		$20,000.00
Task 3 – Permitting		$3,000.00
Task 4 – Surveying Services	$2,525.00	
Task 5 - Bidding Services		$2,000.00
Task 6 – Construction Administration		$4,000.00

Total (Including Sub Consultant) $35,025.00

RJB/ns
26011c01 TA

"Celebrating 50 Years"

SLIGER & ASSOCIATES surveyors

January 16, 2026

Susan Lovallo
The City of Port Orange
1395 Dunlawton Avenue
Port Orange, Fl. 32129
Email: slovallo@port-orange.org
Phone: 386 506 5851
Delivered via email

Re: Proposal of Surveying and Mapping Service (PRO-0661) for Port Orange Riverwalk Park Playground, 3459 South Ridgewood Avenue, Port Orange, Florida.

Dear Ms. Lovallo:

Sliger & Associates is pleased to submit our proposal for Surveying and Mapping Services for the above-mentioned project.

SCOPE OF SERVICES

Task: Prepare a Specific Purpose Survey

Sliger staff will prepare the following:

- Prepare a Specific Purpose Survey including limited Boundary and Topographic Information in NAVD 88 Vertical Datum and NAD 83 FL East Horizontal Datum, that meets the Standards of Practice set forth by the Board of Professional Surveyors and Mappers in Chapter 5J-17 Administration code pursuant to section 472.027, Florida statutes.
- Preparation for the field survey will include plots and calculations of all deeds, subdivisions and easements supplied by the client and affecting the property.
- Identification of boundary and Right of Way Lines will be based on the best available evidence and documents.
- Vertical control will be transferred from the nearest proven reference monumentation.
- Set Benchmarks 1 Minimum.
- Collect topographic data suitable for the creation of 1-foot contours, within the area of the exhibit.
- Collect data within the exhibit limits including all roadway striping, turn arrows, stop bars, signage, and lane lines.
- All trees 6" and greater (DBH) will be located and any trees that appear to be dead will be identified, but confirmation of the health of a tree should be confirmed by a qualified botanist.
- Locate all above ground improvements including but not limited to buildings, fences, power poles, and driveways servicing the property.
- Plot all easements as shown on the plat or included in the deed. If a title search is required to determine easements not shown on the plat or in the deed, we can contact a title company to provide a separate quote for that. That is not part of this quote, nor is the review and comment of B-II Exceptions
- Flood Zones will be depicted on the drawing.

- The location and mapping of improvements and utilities will be limited to above ground visible evidence and mapping of subsurface features. Accessible underground utilities such as utility structures, inverts, pipe locations size and material will be located horizontally and vertically. Inaccessible underground utilities will be located horizontally if marked by utility owners when notified by Florida 811 and any above ground evidence and any as-builts and GIS maps supplied by the client.
- Show all the ordinance information supplied by the client.
- Show all adjacent Rights-of-Ways and Centerlines.
- Create a CAD Surface model.

Task will be completed for a fixed fee: **$2,525.00**

EXHIBIT

Time frame for beginning the work is 1-2 weeks from signed proposal based on site access & conditions of the work area.

Any additional work outside of the above scope will be performed at our current hourly rates.

TERMS OF CONTRACT

Sliger & Associate, Inc. (S&A) will invoice monthly in accordance with the percentage complete and Final Bill at the conclusion of the project. Payment will be due upon receipt of the invoice. If an invoice is not paid in full within sixty (60) days, S&A reserves the right to stop all work, record a lien as authorized by Florida's Construction Lien Law, and notify property owners if different from the Addressee. Any past due balances over thirty (30) days are subject to reasonable interest costs at the time of signature. It is understood that this agreement between S&A and the Addressee and payment is not contingent on payment from a third party. If it becomes necessary to seek collection the client is responsible for the cost of the collection including reasonable attorney fees. Failure to make payment within said sixty (60) days shall release S&A from all claims which the Addressee may have, whether known or unknown at the time. The signer for the Addressee personally guarantees the amounts due under the agreement. In the event of a dispute the venue for the resolution of the dispute will be Volusia County, Florida.

We have included an acceptance block below. If this proposal is in accordance with your understanding of our agreement, an authorized agent of the firm accepting responsibility for payment should sign and return one copy of this proposal to execute the contract and expedite notice to proceed. S&A will begin work upon receipt of a signed copy; the agreement acts as A Notice of Commencement.

Thank you for considering Sliger & Associates. Should you have any questions regarding our approach to the project or wish to discuss the project in more detail, please do not hesitate to call.

Sincerely,

Chris Williams
Senior Project Manager

By signing this proposal, I hereby acknowledge that I have read and accept the terms of this proposal individually and on behalf of the corporation.

_____	_____
Signature	Type/Print Name & Title
_____	_____
Date	Firm

ZEVCOHE-01 LHAMPTON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/14/2025

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	CONTACT NAME:	
JCJ Insurance Agency, LLC 2208 Hillcrest Street Orlando, FL 32803	PHONE (A/C, No, Ext): (321) 445-1117	FAX (A/C, No): (321) 445-1076
	E-MAIL ADDRESS: certs@jcj-insurance.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Travelers Property & Casualty of America	25674
INSURER B : Phoenix Insurance Co. (Travelers)	25623
INSURER C : Travelers Casualty & Surety Co	19038
INSURER D : Arch Insurance Company	11150
INSURER E :	
INSURER F :	

INSURED

Zev Cohen & Associates Inc.
300 Interchange Blvd. Suite C
Ormond Beach, FL 32174

COVERAGES **CERTIFICATE NUMBER:** **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	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	X	X	6602P382574	11/21/2025	11/21/2026	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 $ 1,000,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY	X	X	BA1R863945	11/21/2025	11/21/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000	X	X	CUP2P385607	11/21/2025	11/21/2026	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	UB7S340867	11/21/2025	11/21/2026	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	Professional Liab			PAAEP0163001	11/21/2025	11/21/2026	Per Claim/Aggregate	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Any person or organization where required by written contract is an Additional Insured with respect to General Liability and is primary & non-contributory per form #CGD381 09/15, additional insured with respect to Hired/Non-Owned Auto Liability per form #CAT437 02/16, and additional insured with respect to Umbrella Liability and is primary & non-contributory per form #EU0001 07/16. Waiver of subrogation is in favor of the additional insured with respect to General Liability per form #CGD381 09/15, with respect to Hired/Non-Owned Auto Liability per form #CAT340 02/15, with respect to Workers Compensation per form #WC000313 04/84 and with respect to Umbrella Liability per form #EU0001 07/16. 30 days' notice of Cancellation with 10 days' notice for non-payment of premium in accordance with the policy provisions.

RE: RFSQ #23-18 Professional Engineering Services

CERTIFICATE HOLDER

The 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

Erin K. Kelley

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CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 6/16/2026

SUBJECT: (B6b) Approval of Amendment No. 1 to the EJCDC DIS-CMAR525 Agreement with Wharton-Smith for the Force and Water Main River Crossing Project amending Exhibit B – Guaranteed Maximum Price Amendment, establishing the Guaranteed Maximum Price (GMP) for the construction phase of the project

DEPARTMENT: Engineering

GOAL: 2 - Infrastructure

RECOMMENDED MOTION: Move to approve Amendment No. 1 to the EJCDC DIS-CMAR525 (RSFQ24-03) Agreement with Wharton-Smith for the Force and Water Main River Crossing Construction Project establishing the Guaranteed Maximum Price (GMP) for the construction phase of the project in an amount not to exceed $11,080,440.00 and authorize the Mayor and City Clerk to execute all contract required documents.

SUMMARY: Engineering Staff is requesting approval of Amendment No. 1 to the EJCDC DIS-CMAR525 Agreement with Wharton-Smith for the Force and Water Main River Crossing Construction Project, amending Exhibit B to establish the Guaranteed Maximum Price (GMP) in an amount not to exceed $11,080,440.00 for the construction of the Force and Water Main River Crossing.

On November 18, 2025, Council approved the award to Wharton-Smith, Inc. for Construction Manager at Risk (CMAR) services for the Force and Water Main River Crossing and for the pre-construction phase – CMAR Pre-construction Services. During the pre-construction phase, Wharton-Smith worked with City Engineering staff and Kimley-Horn and Associates, Inc. to develop preliminary cost estimates, complete a constructibility review, conduct bidding and procurement of the different work packages, and provided a Guaranteed Maximum Price (GMP) Submittal for the project. The full GMP submittal is attached to this item for further review.

This project will upgrade the potable water and sanitary sewage transmission force mains crossing beneath the Halifax River, providing water and sewer service to Ponce Inlet, Daytona Beach Shores, and Wilbur-by-the-Sea.

The existing 20-inch diameter force main conveys wastewater to serve Ponce Inlet, Daytona Beach Shores, and Port Orange customers located east of Ridgewood Avenue and north of Dunlawton Avenue. Installed in 1986, the pipeline is constructed of ductile iron and is located at a relatively shallow depth beneath the riverbed, leaving it exposed to saltwater conditions that accelerate corrosion and deterioration.

In addition, the existing 24-inch water transmission main, installed in the late 1980s and constructed of ductile iron, is partially located within shallow dredged trenches along the western segment of the crossing and is similarly exposed to saltwater.

This water main is one of only two transmission mains providing potable water and fire protection to Ponce Inlet, Daytona Beach Shores, and unincorporated Wilbur-by-the-Sea, underscoring its critical importance to regional service reliability.

The project is included in the approved Capital Improvement Program (CIP) budget. A total of $2,500,000 for the Force Main portion of the project is being funded through a Florida Department of Environmental Protection (FDEP) grant, secured via legislative appropriations with the support of Senator Tom Wright and Representative Chase Tramont.

PRESENTER: Junos Reed

ATTACHMENTS:

1.	Wharton-Smith Inc. Amendment No. 1 to EJCDC for RFSQ 24-03 Construction of Force and Water Mains (River Crossing)	Wharton-Smith Inc. Amendment No. 1 to EJCDC for RFSQ 24-03 Construction of Force and Water Mains (River Crossing).pdf
2.	Port Orange Force and Water Main GMP_REV1	Port Orange Force and Water Main GMP_REV1.pdf
3.	EXECUTED Wharton-Smith, Inc. EJCDC DIS-CMAR525- RFSQ 24-03 Force Main and Water Main Crossing	EXECUTED Wharton-Smith, Inc. EJCDC DIS-CMAR525- RFSQ 24-03 Force Main and Water Main Crossing.pdf
4.	Wharton Smith - Affidavit for Human Trafficking CMAR CA8390	Wharton Smith - Affidavit for Human Trafficking CMAR CA8390.pdf

Julia Wiggins	Created/Initiated - 05/20/2026
Richard Colby	Approved - 05/22/2026
Junos Reed	Approved - 05/28/2026
Sue Wang	Approved - 05/29/2026
Matthew Jones	Approved - 06/05/2026
Wayne Clark	Final Approval - 06/08/2026

AMENDMENT NO. 1
To CMAR EJCDC Agreement dated November 18, 2025
Wharton-Smith, Inc.

THIS AMENDMENT NO. 1 TO EJCDC Agreement ("2026 Amendment") is made and entered into the day and year set forth hereinafter by and between the **CITY OF PORT ORANGE, FLORIDA**, a Florida municipal corporation located at 1000 City Center Circle, Port Orange, Volusia County, Florida 32129-4144 (the "City"), and **WHARTON-SMITH, INC.** ("Contractor") a Florida corporation with its principal place of business at 750 Monroe Road, Sanford, Florida 32771. The City and the Contractor are hereinafter collectively referred to as the "Parties."

WHEREAS, the Parties entered into an EJCDC Agreement ("Agreement") on November 18, 2025, pursuant to Request for Statement of Qualifications 24-03 ("RFSQ 24-03") for Construction of Force and Water Mains (River Crossing), with Substantial Completion within an amount of days to be determined "TBD" after the date when Contract Times commence to run as provided in Paragraph 4.01 of the EJCDC General Conditions of ITB 24-03, and in accordance with Paragraph 15.06 of the EJCDC General Conditions of ITB 24-03; and

WHEREAS, the Parties desire to amend Exhibit "B" – Table 1 of the Agreement to incorporate, restate, and clarify the compensation for the CMAR Preconstruction Phase Services by the Contractor in an amount not to exceed $131,534.00 for the preconstruction phase services for the Force and Water Main River Crossing project; and

WHEREAS, the Parties desire to amend Exhibit "B" – Table 2 of the Agreement to establish the Guaranteed Maximum Price ("GMP") in an amount not to exceed $11,080,440.00, for the construction of the Force and Water Main River Crossing; and

WHEREAS, the City of Port Orange City Council has determined that this 2026 Amendment is beneficial to the citizens of the City of Port Orange.

NOW, THEREFORE, the Parties, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

1. The foregoing recitals are true and correct and incorporated herein.

2. For purposes of incorporation and clarity of the compensation for the Preconstruction Phase Services associated with the Force and Water Main River Crossing project in an amount not to exceed $131,534.00, as previously awarded and agreed between the parties in the Agreement, Exhibit "B" – Table 1 of the Agreement is hereby deleted in its entirety and replaced herewith **Revised Exhibit "B" – Table 1**, attached hereto and made a part hereof by this reference. Any reference made to Exhibit "B" – Table 1 within the Agreement shall forthwith refer to **Revised Exhibit "B" – Table 1.**

3. The Guaranteed Maximum Price ("GMP") for the construction phase of the Force and Water Main River Crossing project as described in the Agreement is hereby established as an amount not to exceed $11,080,440.00. Exhibit "B" – Table 2 of the Agreement is hereby deleted in its entirety and replaced herewith **Revised Exhibit "B" – Table 2**, attached hereto and made a part hereof by this reference. Any reference made to Exhibit "B" – Table 2 within the Agreement shall forthwith refer to **Revised Exhibit "B" – Table 2.**

4. *Contract Construction*. This 2026 Amendment 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 2026 Amendment shall be deemed valid as if an original signature was delivered. No Agreement shall be formed between Contractor and the City until both Parties have signed this 2026 Amendment.

5. All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have signed, sealed, and delivered this 2026 Amendment on the day and year stated hereinafter.

Witnesses:

WHARTON-SMITH, INC.

By:_____

Patrick J. Hewitt, COO - Water

If this Agreement is signed by an individual not identified as officer or authorized person 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 Agreements on behalf of the entity.

_____

Printed Name:_____

Date:_____

_____

Printed Name:_____

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:_____

REVISED EXHIBIT "B" - Table 1

Wharton-Smith, Inc. Force and Water Mains River Crossing

Preconstruction Phase Services Proposal

Consisting of six (6) pages

Wharton-Smith, Inc.
CONSTRUCTION GROUP

February 6, 2025

Mr. Junos Reed
City Engineer
City of Port Orange
1000 City Center Circle
Port Orange, FL 32129

Subject: RFSQ #24-03
Force and Water Mains (River Crossing)
CMAR Preconstruction Services Proposal

Dear Mr. Reed:

Wharton-Smith, Inc. offers our proposal to provide CMAR preconstruction services for the Force and Water Mains (River Crossing) project. The general summary for the scope of work includes the following:

- Preconstruction Management, Coordination, and Meetings
- Preliminary Cost Estimates
- Design and Constructability Review
- Value Engineering
- Schedule Development
- Bidding, Procurement, and GMP Development

Our proposed lump sum fee for the preconstruction services: $131,534.00. Additional back-up and detail are provided in the attachments to this letter.

We appreciate the opportunity to provide our services and look forward to working with the City of Port Orange on another successful project.

If you have any questions or comments, please contact me directly.

Regards,

Josh Burns
Project Executive
Wharton-Smith, Inc.

PRECONSTRUCTION PROPOSAL

CITY OF PORT ORANGE
FORCE AND WATER MAINS RIVER CROSSING

PRECONSTRUCTION SCOPE OF SERVICES

The following narrative is to provide detail to Preconstruction Services for the Force and Water Mains River Crossing project.

The duration of the Preconstruction Services is assumed to be approximately 6 months for design and GMP development which is inclusive of 2 months for production and negotiation of the final Guaranteed Maximum Price (GMP). Please note that the 2 months allotted for the GMP does not include the time required for the City's approval and contract amendment.

Generally:

Attend general progress review and coordination meetings with Owner and the project team.

Attend periodic design meetings to provide consultation on aspects of the design and construction that will impact the budget, schedule, and quality of the completed Work.

1. CMAR will work with Owner to develop the optimum scope and quality of Work to meet Owner's budget. Such work will consist of considering options and alternates with scope and quality adjustments as determined by Owner. CMAR will assess cost and schedule impact of these options and alternates.

2. Consult with Owner regarding site use and improvements, and the selection of materials, building systems, and equipment.

3. Provide recommendations on construction feasibility; actions designed to minimize adverse effects of labor or material shortages; time requirements for procurement, installation, and construction completion; and factors related to construction cost including estimates of alternative designs or materials, preliminary budgets and possible opportunities for savings.

4. Provide recommendations on the construction schedule for opportunities for time savings.

Provide input to the Owner regarding current construction market, bidding climate, status of key Subcontractor and Supplier markets, and other local economic conditions. Develop Subcontractor and Supplier interest in the Work, consistent with Legal Requirements. Furnish Owner a list of suggested Subcontractors and Suppliers, from whom bids will be requested for each principal portion of the Work. Submission of this list is for information and discussion purposes only and not for prequalification.

In conjunction with the Owner, identify the appropriate early work packages including procurement of long-lead time items and equipment and other Work required to meet the schedule for the Owner.

In conjunction with the Owner, identify the appropriate Work packages from the Contract Documents for distribution to prospective bidders for providing all elements of Work not included in the General Conditions. Appropriate Work packages shall mean scopes of work that will maximize the competition for those Work packages. Work packages will also be identified with appropriate scopes of work should the Owner have any goals for involvement of the local and/or small contracting communities.

The following breakdown lists the anticipated tasks and expectations considered when producing the preconstruction proposal. Any work outside of this scope of work that is requested of Wharton-Smith by the Owner, shall be submitted in the form of a 'Request for Quotation' for review and approval prior to such work taking place.

Task 1 Project Coordination

1.1 Project Kickoff Meeting – Wharton-Smith staff will attend one (1) project kickoff meeting with City of Port Orange (Owner) and Kimley-Horn (Engineer).

1.2 Project Team Meetings (Virtual Monthly) – Wharton-Smith staff will facilitate monthly team meetings with City of Port Orange and Kimley-Horn as necessary to review design progress, action items, and other outstanding items.

1.3 Milestone Design Workshops – Wharton-Smith staff will attend two (2) design review workshops with City of Port Orange and Kimley-Horn. These meetings will be workshop style meetings to review drawings and specifications at the 60% and 90% design submittals.

1.4 Site Visits & Investigation – Wharton-Smith will perform site visits to investigate existing conditions, review spatial constraints, evaluate placements of bore pits and staging areas, develop ingress & egress plan during construction. Wharton-Smith will provide final reports of encountered conditions to the City.

1.5 Permitting Meetings & Coordination – In conjunction with the design engineer, Wharton-Smith staff will attend pre-application meetings, coordination meetings, site visits, and assist with the preparation and submittal of required permits.

1.6 Project Management & Administration – Wharton-Smith provides overall project management for the preconstruction phase. This includes budget control, schedule control, quality planning, safety planning, subcontractor management, and coordination with the City and the design consultant.

Task 2 Preliminary Cost Estimates

2.1 60% Cost Estimate – Wharton-Smith preconstruction staff will perform detailed takeoffs (based on drawing concepts) on all construction trades such as site work, HDD, pipe lining, utilities, mechanical, etc. A full cost estimate book will be provided showing all material, labor, and equipment take-offs and any subcontractor cost estimates.

Task 3 Design Review and Value Engineering

3.1 60% Submittal Constructability Review & Value Engineering (VE) – Wharton-Smith will perform detailed design and constructability review to identify changes, conflicts, constructability concerns, spatial concerns, general questions, and overall consistency of the design disciplines (structural, civil, process,

etc.). Value engineering options are provided during this phase and throughout the life cycle of the project.

3.2 90% Submittal Constructability Review & VE – These costs are for the same items outlined in Task 3.1 but for the 90% design documents including specifications and detailed review of all documents to ensure that they are "bid ready".

3.3 100% Submittal / Conformed Documents Review – These costs are for the same items outlined in Task 3.1 but include final review of all documents to ensure that they are conformed and ready for construction.

CMAR shall review in-progress design documents, including at a minimum the documents generally described above in 3.1 through 3.3 and provide input and advice to Owner on constructability, materials and equipment selections, and availability. Provide timely suggestions for modifications to improve:

- Constructability, including sequencing or coordination issues, to enable Work to be completed with a minimum of RFI's and change orders.
- Recommend potential vendors and manufacturers for incorporation into the design.
- Adequacy of details for construction.
- Potential conflicts during construction.
- Ability to coordinate among Subcontractors and Suppliers.
- Coordination between Contract Documents.
- Operability.
- Ability to minimize disruptions to existing operations.
- Ability to complete construction connections to existing facilities or utilities.
- Modifications to facilitative commissioning and start-up and/or performance testing.
- Ability of Owner to operate/maintain the Work in a safe, time and cost-efficient manner when completed.

Task 4 CPM Master Schedule

4.1 Schedule Development and Phasing – At the 60% design phase, Wharton-Smith will develop a baseline Critical Path Method (CPM) schedule using Primavera P6 software based on available information (and providing reasonable allowances for Owner review time and time for permits and approvals from governmental agencies). The schedule will be broken down by phase (design/permitting, procurement, construction, and closeout) and by structure. A detailed schedule sequence will be provided for each structure. All portions of the project will be interrelated by schedule logic so that a true "critical path" is easily identifiable. This schedule will be updated as the project progresses.

4.2 Review and Update During Design – The schedule developed in Task 4.1 is modified based on the 90% design documents and construction sequencing is determined.

4.3 Final Schedule Update at GMP – The schedule developed in Task 4.2 is modified based on the GMP design documents and final construction sequencing is determined. This schedule shall serve as the basis for General Condition's costs in the GMP as well as the contract time required for the duration of construction.

Task 5 Bidding, Procurement, and GMP

5.1 GMP Development – Wharton-Smith will identify and assemble appropriate work packages from GMP design documents to solicit prospective subcontractor and supplier proposals for providing all elements

of Work not included in the General Conditions. Work packages will be assembled with appropriate scopes of work should the Owner have any goals for involvement of the local and/or small contracting community. A selected bidders list will be developed and evaluated with the City prior to the bidding phase. Wharton-Smith preconstruction staff will perform detailed takeoffs (based on the GMP design documents) for all self-perform work and facilitate all bidding efforts. A full cost estimate book will be provided showing all material, labor, and equipment take-offs and any subcontractor/supplier cost proposals. This estimate will be submitted as the GMP Proposal for the work.

5.2 Pre-Bid Site Visits – Wharton-Smith will host, coordinate, and manage a pre-bid site visit for all potential bidders for the subcontract and purchase order work packages. Wharton-Smith will take notes and answer questions. Clarifications/addenda will be issued to bidding parties as needed based on the formal bid questions that are received.

5.3 Receive Bids – Wharton-Smith will receive bids throughout the course of an entire day. The bid times may be staggered to ensure our ability to answer questions or provide direction up to the last minute.

5.4 Review Bids and Recommend Award – All of the subcontractor and purchase order work package bids are reviewed for completeness, responsiveness, exceptions, clarifications, and deviations from the contract documents. Value engineering ideas and schedule commitments will also be evaluated. Wharton-Smith will provide a bid tabulation worksheet and make a recommendation for package award based on the best interest of the City. Final decision is made by Owner.

5.5 Risk Management Plans – Wharton-Smith staff will analyze design and construction risks to assess risk impact and develop risk management strategies in efforts to minimize associated costs and schedule impacts. Wharton-Smith will provide recommendations for appropriate budget allocation of these design and construction risks at each design milestone.

5.6 Final GMP Assembly – All documents that comprise the GMP are assembled into a single tabbed and searchable binder/pdf document. This includes all schedules, bid documents, subcontractor and supplier bids, Wharton-Smith self-perform cost estimates, other backup quotes, general conditions breakdowns, value engineering logs, contingencies and allowances, and other GMP relevant documents that were considered in creation of the GMP.

Task 6 Allowances

6.1 HDD Design Review & Cost Estimates – A $10,000 allowance has been included in our scope for HDD design reviews and cost estimates. Subcontractor selection for these is TBD. Any unused allowance will go back to the City.

Fee Summary: See attached fee summary.

OWNER: **CITY OF PORT ORANGE**
PROJECT: **FORCE AND WATER MAINS RIVER CROSSING**
ENGINEER **KIMLEY-HORN**
CURRENT DESIGN STATUS: **60%**

				OFFICE & FIELD MANAGEMENT STAFF												ESTIMATING & SUPPORT STAFF								WHARTON-SMITH PERSONNEL				SUBCONTRACTOR		
				Principal In Charge		Preconstruction Director		Preconstruction Manager		Senior Project Manager		Senior Superintendent		Administrative Assistant		Director of Estimating		Speciality Estimators		Document Specialist		Project Accountant								
					$170.00		$170.00		$165.00		$165.00	Rate	$165.00	Rate	$93.00	Rate	$179.00	Rate	$154.00	Rate	$85.00	Rate	$122.00							
ITEM	TASK	QTY	UNIT	HR	$	HR	$	HR	$	HR	$	HR	$	HR	$	HR	$	HR	$	HR	$	HR	0	HR's	LABOR COSTS	MISC. COSTS (PRO-RATED)	SUBTOTAL	SUB	COST	$ TOTALS
TASK 1	**PROJECT COORDINATION**																													
1.1	PROJECT KICKOFF MEETING	1	EA		0	2	340	4	660	2	330		0	2	186		0		0		0		0	10	1,516	25	1,541			1,541
1.2	PROJECT TEAM MEETINGS (VIRTUAL MONTHLY)	6	EA		0	3	510	6	990	6	990		0		0		0		0		0		0	15	2,490	37	2,527		-	2,527
1.3	MILESTONE DESIGN WORKSHOPS	2	EA		0	4	680	8	1320	4	660	4	660		0		0		0		0		0	20	3,320	49	3,369		-	3,369
1.4	SITE VISITS & INVESTIGATION	1	EA		0		0	24	3960	24	3960	24	3960		0		0		0		0		0	72	11,880	177	12,057		-	12,057
1.5	PERMITTING MEETINGS & COORDINATION	1	LS		0		0	4	660		0		0	4	372		0		0		0		0	8	1,032	20	1,052		-	1,052
1.6	PRECON PROJECT MANAGEMENT & ADMINISTRATION	1	LS	8	1360	8	1360	40	6600	20	3300		0	8	744		0		0	8	680	8	976	100	15,020	246	15,266		-	15,266
	SUBTOTALS			**8**	**1360**	**17**	**2890**	**86**	**14190**	**56**	**9240**	**28**	**4620**	**14**	**1302**	**0**	**0**	**0**	**0**	**8**	**680**	**8**	**976**	**225**	**35,258**	**554**	**35,812**		**-**	**35,812**
TASK 2	**PRELIMINARY COST ESTIMATES**																													
2.1	60% COST ESTIMATE	1	EA	2	340	2	330	8	1320	4	660		0	8	744	16	2864	60	9240	2	170		0	100	15,668	246	15,914		-	15,914
	SUBTOTALS			**2**	**340**	**2**	**330**	**8**	**1320**	**4**	**660**	**0**	**0**	**8**	**744**	**16**	**2864**	**60**	**9240**	**2**	**170**	**0**	**0**	**100**	**15,668**	**246**	**15,914**		**-**	**15,914**
TASK 3	**DESIGN AND CONSTRUCTABILITY REVIEWS**																													
3.1	60% SUBMITTAL CONSTRUCTABILITY REVIEW & VE	1	EA		0	4	680	20	3300	10	1650	4	660	1	93	2	358		0	1	85		0	42	6,826	103	6,929		-	6,929
3.2	90% SUBMITTAL CONSTRUCTABILITY REVIEW & VE	1	EA		0	2	340	16	2640	8	1320	4	660	1	93	2	358		0	1	85		0	34	5,496	84	5,580		-	5,580
3.3	100% SUBMITTAL / CONFORMED DOCUMENTS REVIEW	1	EA		0	2	340	4	660	4	660	2	330	1	93	2	358		0	1	85		0	16	2,526	39	2,565		-	2,565
	SUBTOTALS			**0**	**0**	**8**	**1360**	**40**	**6600**	**22**	**3630**	**10**	**1650**	**3**	**279**	**6**	**1074**	**0**	**0**	**3**	**255**	**0**	**0**	**92**	**14848**	**226**	**15074**		**-**	**15,074**
TASK 4	**CPM MASTER SCHEDULE**																													
4.1	SCHEDULE DEVELOPMENT AND PHASING (@ 60% DESIGN)	1	EA	1	170		0	8	1320	8	1320	2	330		0		0		0	1	85		0	20	3,225	49	3,274		-	3,274
4.2	SCHEDULE UPDATE AT 90% SUBMITTAL	1	EA	1	170		0	6	990	6	990	2	330		0		0		0	1	85		0	16	2,565	39	2,604		-	2,604
4.3	FINAL SCHEDULE UPDATE AT GMP (DETERMINES GC'S)	1	EA	1	170		0	2	330	2	330	2	330		0		0		0	1	85		0	8	1,245	20	1,265		-	1,265
	SUBTOTALS			**3**	**510**	**0**	**0**	**16**	**2640**	**16**	**2640**	**6**	**990**	**0**	**0**	**0**	**0**	**0**	**0**	**3**	**255**	**0**	**0**	**44**	**7,035**	**108**	**7,143**		**-**	**7,143**
TASK 5	**BIDDING, PROCUREMENT, AND GMP**																													
5.1	GMP DEVELOPMENT	1	LS	1	170	4	680	40	6600	24	3960		0	8	744	20	3580	20	3080	4	340		0	121	19,154	298	19,452		-	19,452
5.2	PRE-BID SITE VISITS	1	EA		0		0	4	660	4	660		0		0		0		0		0		0	8	1,320	20	1,340		-	1,340
5.3	RECEIVE BIDS (SINGLE BID DAY)	1	LS		0		0	8	1320		0		0	8	744		0		0		0		0	16	2,064	39	2,103		-	2,103
5.4	REVIEW BIDS AND RECOMMEND AWARD	1	LS		0		0	16	2640	4	660		0	2	186	4	716		0	1	85		0	27	4,287	66	4,353		-	4,353
5.5	RISK REGISTER DEVELOPMENT	1	LS	1	170	1	170	12	1980	6	990	2	330	1	93	4	716		0	1	85		0	28	4,534	69	4,603		-	4,603
5.6	FINAL GMP ASSEMBLY	1	LS	1	170	4	680	10	1650	6	990		0	4	372		0		0	4	340		0	29	4,202	71	4,273		-	4,273
	SUBTOTALS			**3**	**510**	**9**	**1530**	**90**	**14850**	**44**	**7260**	**2**	**330**	**23**	**2139**	**28**	**5012**	**20**	**3080**	**10**	**850**	**0**	**0**	**229**	**35,561**	**563**	**36,124**		**-**	**36,124**
TASK 6	**ALLOWANCES**																													
6.1	ALLOWANCE - HDD DESIGN REVIEW & COST ESTIMATES	1	LS		0		0		0		0		0		0		0		0		0		0	0	-	-	-	TBD	10,000.00	10,000
	SUBTOTALS			**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**-**	**-**	**-**		**10,000.00**	**10,000**
	TOTAL PRECONSTRUCTION SERVICES			16		36		240		142		46		48		50		80		26		8		**690**	**108,370**	**1,697**	**110,067**		**TOTAL**	**120,067**

FEE (8.50%)	**10,206**
INSURANCE (1.05%)	**1,261**
GRAND TOTAL:	**131,534**

MISC. MATERIAL/EQUIPMENT COSTS	COST
BID PACKAGE PLANS/SPECIFICATIONS REPRODUCTION	500.00
OFFICE SUPPLIES	200.00
TRAVEL EXPENSES	500.00
COMPUTER EQUIPMENT	500.00
COST PER HOUR	2.46

REVISED EXHIBIT "B" - Table 2

Wharton-Smith, Inc. Force and Water Mains River Crossing Guaranteed Maximum Price ("GMP")

Consisting of 75 Pages

Force and Water Mains River Crossing

Guaranteed Maximum Price

May 5, 2026

Presented by Wharton-Smith (CMAR)

Wharton-Smith Contact:
Josh Burns, PE – Project Executive
jburns@whartonsmith.com

Engineer: Kimley-Horn

TABLE OF CONTENTS

SECTION 1 – EXECUTIVE SUMMARY

SECTION 2 – COST SUMMARY

SECTION 3 – BID EVALUATIONS

SECTION 4 – RISK REGISTER

SECTION 5 – CONSTRUCTION SCHEDULE

SECTION 1 – EXECUTIVE SUMMARY

May 5, 2026

Junos Reed, P.E.
City Engineer
City of Port Orange
1395 Dunlawton Ave
Port Orange, Florida 32127

Force and Water Mains River Crossing
Guaranteed Maximum Price

Dear Mr. Reed,

Wharton-Smith is pleased to submit the Guaranteed Maximum Price (GMP) for the Force and Water Mains River Crossing project. Our current construction schedule along with a comprehensive breakdown of material, equipment, subcontractor, and labor is provided in the supporting documentation following this letter. The GMP for this scope of work is valued at **$11,080,440.00**.

Please note the following clarifications regarding this proposal:

1. We have included all work in accordance with Kimley-Horn's Dunlawton Force Main Replacement and 16 in. Water Main Rehabilitation drawing sets dated March 4, 2026.
2. Please refer to Section 2 for the GMP Cost Summary, Directs, and General Conditions, which shall be considered lump sum.
3. Bid evaluations for each of the work packages have been included in Section 3 along with the proposals from each recommended bidder.
4. The contingency and allowances carried within this GMP are reflective of the proposed Risk Register included in Section 4.
5. Our current estimated duration of construction is approximately thirteen (13) months from Notice to Proceed to final completion. We have included project management staff appropriate for this project. Please reference the enclosed construction schedule in Section 5.
6. We have the following clarifications for the team's review and consideration:
    a. Storm water pollution prevention (SWPPP) is included.
    b. We have included a performance and payment bond, and insurances.
    c. It is assumed that ERP, FDEP, ACOE, & ROW permit costs are to be paid directly by owner.
    d. An allowance has been included for building permits.
    e. Pricing includes no knowledge of buried or concealed conditions beyond what is indicated or shown on documents received to date.
    f. No Davis-Bacon or other prevailing wage requirements are incorporated in the pricing at this time.
    g. No American Iron and Steel (AIS), BABA, or other federal funding provisions are incorporated in the pricing at this time.
    h. All Pricing (Labor, Material, Equipment, Subcontract) is based on current market value.
    i. Material lead times reflect current market conditions.
    j. Potential price escalations due to tariffs have not been included at this time.

k. It is assumed the existing 16 in. water main can be successfully pigged (cleaned) prior to relining. In the event line pigging is unsuccessful, repair or replacement of the affected pipe segment is excluded from this GMP.

As always, I am available to discuss at your earliest convenience.

Very respectfully,

Josh Burns, PE
Project Executive
Wharton-Smith, Inc.

SECTION 2 – COST SUMMARY

COST SUMMARY

		LABOR	EQUIPMENT	MATERIALS	SUBS	TOTALS
Total Direct Costs		$ 35,776	$ 8,450	$ 157,183	$ 7,519,354	$ 7,720,763
Total GC's		$ 1,074,011	$ -	$ -	$ 32,000	$ 1,106,011
Forcemain Allowance					$ 946,009	$ 946,009
Watermain Allowance					$ 245,379	$ 245,379
SUBTOTAL		**$1,109,787**	**$8,450**	**$157,183**	**$8,742,742**	**$10,018,162**
Bond					$ 69,584	$ 69,584
Insurance					$ 124,150	$ 124,150
Fee	**8.5%**				$ 868,544	$ 868,544
TOTAL		**$1,109,787**	**$8,450**	**$157,183**	**$9,805,020**	**$11,080,440**

Wharton–Smith, Inc.
CONSTRUCTION GROUP

JOB NAME: Force Main Replacement and WM Rehab

ESTIMATE #: 0

GENERAL CONDITIONS

DESCRIPTION	QTY	UNIT	MH/ UNIT	BASE RATE	LABOR U/P	LABOR TOTAL MH	LABOR $ AMOUNT	HR/UNIT	EQUIPMENT RATE	EQUIPMENT $ AMOUNT	MATERIAL U/P	MATERIAL $ AMOUNT	MATERIAL $ AMOUNT	SUBCONTRACTS U/P	SUBCONTRACTS $ AMOUNT	$ TOTALS
PROJECT MANAGEMENT TEAM													W/ 7% TAX			
FIELD STAFF																
General Superintendent	56	WK	4	$174.00	$696.00	226	$39,268			$0.00		$0	$0		$0	**$39,268**
Superintendent	56	WK	40	$158.00	$6,320.00	2,257	$356,574			$0.00		$0	$0		$0	**$356,574**
OFFICE STAFF				$0.00												
Project Manager	56	WK	40	$157.00	$6,280.00	2,257	$354,318			$0.00		$0	$0		$0	**$354,318**
Project Engineer	56	WK	24	$97.00	$2,328.00	1,354	$131,346			$0.00		$0	$0		$0	**$131,346**
Administrative Assistant	56	WK	4	$95.00	$380.00	226	$21,440			$0.00		$0	$0		$0	**$21,440**
OTHER STAFF				$0.00												
Executive Management	56	WK	4	$186.00	$744.00	226	$41,976			$0.00		$0	$0		$0	**$41,976**
Project Accountant	56	WK	4	$124.00	$496.00	226	$27,984			$0.00		$0	$0		$0	**$27,984**
Quality Manager	56	WK	4	$168.00	$672.00	226	$37,914			$0.00		$0	$0		$0	**$37,914**
Safety Manager	56	WK	8	$140.00	$1,120.00	451	$63,190			$0.00		$0	$0		$0	**$63,190**
RELATED MANAGEMENT COSTS																
Software Costs	1	LS		$50.00	$0.00	0	$0			$0.00		$0	$0	$32,000	$32,000	**$32,000**
				$50.00	$0.00	0	$0			$0.00		$0	$0		$0	**$0**
TOTAL GENERAL CONDITIONS						7,447	$1,074,011			$0		$0	$0		$32,000	$1,106,011

Wharton–Smith, Inc.
CONSTRUCTION GROUP

JOB NAME:	Force Main Replacement and WM Rehab
ESTIMATE #:	0

GENERAL REQUIREMENTS

DURATION = 13 MONTHS, PLANNED | 0 DIRECT MANHOURS | 0 MANWEEKS | 0 MEN

DESCRIPTION	QTY	UNIT	MH/ UNIT	BASE RATE	LABOR U/P	LABOR TOTAL MH	LABOR $ AMOUNT	EQUIPMENT HR/UNIT	EQUIPMENT RATE	EQUIPMENT $ AMOUNT	MATERIAL U/P	MATERIAL $ AMOUNT	MATERIAL $ AMOUNT W/ 7% TAX	SUBCONTRACTS U/P	SUBCONTRACTS $ AMOUNT	$ TOTALS
TEMP.FACILITIES & UTILITIES																
WATER, INSTALL AND REMOVE TEMPORARY SYSTEM	1	LS	120	$50.00	$6,000.00	120	$6,000			$0.00	**$2,000.00**	$2,000	$2,140		$0	**$8,140**
WATER, MONTHLY	13	MO		$50.00	$0.00	0	$0			$0.00	**$250.00**	$3,250	$3,478		$0	**$3,478**
ELECTRIC, INSTALL & REMOVE TEMP. SYSTEM	1	LS		$50.00	$0.00	0	$0			$0.00		$0	$0	**$10,000.00**	$10,000	**$10,000**
ELECTRIC, MONTHLY CHARGES	13	MO		$50.00	$0.00	0	$0			$0.00	**$1,000.00**	$13,000	$13,910		$0	**$13,910**
HARD WIRE INTERNET/PHONE, INSTALL & REMOVE – **W-S**	1	LS		$50.00	$0.00	0	$0			$0.00		$0	$0	**$2,500.00**	$2,500	**$2,500**
INTERNET/TELEPHONE, MONTHLY CHARGES – **W-S**	13	MO		$50.00	$0.00	0	$0			$0.00	**$500.00**	$6,500	$6,955		$0	**$6,955**
FIELD OFFICE, WHARTON SMITH INC	13	MO	5	$50.00	$250.00	65	$3,250			$0.00	**$2,500.00**	$32,500	$34,775		$0	**$38,025**
FIELD OFFICE, WHARTON SMITH – DELIVERY/RETURN	1	LS		$50.00	$0.00	0	$0			$0.00	**$7,500.00**	$7,500	$8,025	$6,000.00	$6,000	**$14,025**
JOB OFFICE SUPPLIES	13	MO		$50.00	$0.00	0	$0			$0.00	**$750.00**	$9,750	$10,433		$0	**$10,433**
COMPUTER EQUIPMENT FOR FIELD OFFICE – **W-S**	1	LS		$50.00	$0.00	0	$0			$0.00	**$5,000.00**	$5,000	$5,350		$0	**$5,350**
TOOL TRAILERS – **1 REQUIRED**	13	MO		$50.00	$0.00	0	$0			$0.00	**$200.00**	$2,600	$2,782		$0	**$2,782**
TEMPORARY TOILETS – **5 REQUIRED**	13	MO		$50.00	$0.00	0	$0			$0.00	**$1,000.00**	$13,000	$13,910		$0	**$13,910**
TEMPORARY SEWAGE HOLDING TANKS – **ENGINEER & W-S**	13	MO		$50.00	$0.00	0	$0			$0.00	**$1,000.00**	$13,000	$13,910		$0	**$13,910**
TEMPORARY MOT, SIGNAGE, ETC	1	LS	160	$50.00	$8,000.00	160	$8,000			$0.00	$20,000.00	$20,000	$21,400	$5,000.00	$5,000	**$34,400**
CONSTRUCTION EQUIPMENT & TOOLS																
SMALL TOOLS AND SUPPLIES	1	LS		$50.00	$0.00	0	$0			$0.00	**$5,000**	$5,000	$5,350		$0	**$5,350**
ATV/SIDE-BY-SIDE	13	MO		$50.00	$0.00	0	$0	1	$650.00	$8,450.00	$100.00	$1,300	$1,391		$0	**$9,841**
SAFETY & HEALTH & HOUSEKEEPING																
CLEAN-UP THROUGHOUT DURATION OF PROJECT	56	WK	6	$50.00	$300.00	339	$16,926			$0.00		$0	$0		$0	**$16,926**
DUMPSTERS	13	MO		$50.00	$0.00	0	$0			$0.00	**$600.00**	$7,800	$8,346		$0	**$8,346**
PERMITS, FEES, INSURANCE, LEGAL, ETC.																
BUILDER'S RISK INSURANCE	1	LS		$50.00	$0.00	0	$0			$0.00		$0	$0	$190,000.00	$190,000	**$190,000**
MAINTENANCE BOND (FOR PERCENTAGE 25% OR MORE)	1	LS		$50.00	$0.00	0	$0			$0.00		$0	$0	$19,500.00	$19,500	**$19,500**
PROJECT DOCUMENTATION AND SERVICES																
PROJECT SIGNS	1	LS	32	$50.00	$1,600.00	32	$1,600			$0.00	**$1,250.00**	$1,250	$1,338		$0	**$2,938**
PHOTOGRAPHS	13	MO		$50.00	$0.00	0	$0			$0.00	**$150.00**	$1,950	$2,087		$0	**$2,087**
PRE-CONSTRUCTION AUDIO-VIDEO DOCUMENTATION	1	LS		$50.00	$0.00	0	$0			$0.00		$0	$0	**$1,250.00**	$1,250	**$1,250**
PLANS & SPECIFICATIONS REPRODUCTION COSTS	1	LS		$50.00	$0.00	0	$0			$0.00	**$1,500.00**	$1,500	$1,605		$0	**$1,605**
TOTAL GENERAL REQUIREMENTS						716	$35,776			$8,450		$146,900	$157,183		$247,250	$448,659

City of Port Orange - Force Main Replacement and WM Rehab
Guaranteed Maximum Price
5/5/26

COST OF WORK

DESCRIPTION	QTY	UOM	LABOR $ AMOUNT	EQUIPMENT $ AMOUNT	MATERIALS $ AMOUNT	SUBS $ AMOUNT	$ TOTALS	COMMENTS
GENERAL REQUIREMENTS DIVISION 0							$ 448,659	
GENERAL REQUIREMENTS SUMMARY	1	LS	$ 35,776	$ 8,450	$ 157,183	$ 247,250	$ 448,659	
BID PACKAGES							$ 7,272,104	
BID PACKAGE #1 - PIPE INSTALLER	1	LS	$ -	$ -	$ -	$ 5,464,531	$ 5,464,531	TB Landmark
BID PACKAGE #2 - LINER INSTALLER	1	LS	$ -	$ -	$ -	$ 1,807,573	$ 1,807,573	Insituform
TOTAL DIRECT COST			**$ 35,776**	**$ 8,450**	**$ 157,183**	**$ 7,519,354**	**$ 7,720,763**	

SECTION 3 – BID EVALUATIONS

Bid Evaluation and Comparison Sheet

Bid Package #: 1

Bid Packa Forcemain Package

Project Na RFSQ 24-03 Construction of Force & Water Mains (River Crossing)

Owner: City of Port Orange

Bid Date: 03/26/26

[Pricing Summary]

	TB Landmark Construction, Inc. Marty Adams 904-503-5705 #REF! madams@tblandmark.com		SanPik Inc Matthew Sands/Jim Cunningham 407-450-6969 m.sands@sanpikinc.com									
Total Adjusted Bid:	$ 5,464,531.27		$ 7,837,863.00		$ -		$ -		$ -		$ -	
Base Bid Line Items												
Item No:	**Brief Description**	**Qnty**	**Unit**	**Unit Cost**	**Total**	**Unit Cost**	**Total**	**Unit Cost**	**Total**	**Unit Cost**	**Total**	**Unit Cost**	**Total**	**Unit Cost**	**Total**
1.	Forcemain Replacement Package	1	LS	$ 5,090,427.00	$ 5,090,427.00	$ 6,929,580.00	$ 6,929,580.00		$ -		$ -		$ -		$ -
2.	Watermain Rehabilitation Package Support	1	LS	$ 320,000.00	$ 320,000.00	$ 754,600.00	$ 754,600.00		$ -		$ -		$ -		$ -
	Subtotal:				**$ 5,410,427.00**		**$ 7,684,180.00**		$ -		$ -		$ -		$ -
3.	Payment & Performance	1	LS	$ 54,104.27	$ 54,104.27		$ 153,683.00		$ -		$ -		$ -		$ -
Bid Alternates												
Item No:	**Brief Description**	**Qnty**	**Unit**	**Unit Cost**	**Total**	**Unit Cost**	**Total**	**Unit Cost**	**Total**	**Unit Cost**	**Total**	**Unit Cost**	**Total**	**Unit Cost**	**Total**
1.			EA		$ -		$ -		$ -		$ -		$ -		$ -
2.			EA		$ -		$ -		$ -		$ -		$ -		$ -
3.			EA		$ -		$ -		$ -		$ -		$ -		$ -
4.			EA		$ -		$ -		$ -		$ -		$ -		$ -
Base Bid Subtotal:				$ 5,464,531.27		$ 7,837,863.00		$ -		$ -		$ -		$ -	
Bid Alternate Total:				$ -		$ -		$ -		$ -		$ -		$ -	
Total Bid:				$ 5,464,531.27		$ 7,837,863.00		$ -		$ -		$ -		$ -	
Bid Form Requirements												
Bid Form Requirements				X		X									
Acknowledged Addenda				X		X									
Clarifications / Exceptions				X		X									
Value Engineering Proposal															
Item No:	**Scheduled Lead Times for Deliverables and Construction**			**Calendar Days to Complete**		**Calendar Days to Complete**		**Calendar Days to Complete**		**Calendar Days to Complete**		**Calendar Days to Complete**		**Calendar Days to Complete**	
1.	Lead Time for all Submittal Packages			21 days		45 days									
2.	Lead Time for Mobilization			30 days		60 days									
3.	Total Construction Schedule			315 days		270 days									
Grant Funding Compliance															
Base Bid is in compliance with Davis-Bacon Requirements (Circle One):															
Base Bid is in compliance with AIS Requirements (Circle One):															
Post Bid Adjustments															
Item No:	**Value Engineering**	**Qnty**	**Unit**	**Unit Cost**	**Total**	**Unit Cost**	**Total**	**Unit Cost**	**Total**	**Unit Cost**	**Total**	**Unit Cost**	**Total**	**Unit Cost**	**Total**
1.		1	EA		$ -		$ -		$ -		$ -		$ -		$ -
2.		1	EA		$ -		$ -		$ -		$ -		$ -		$ -
3.		1	EA		$ -		$ -		$ -		$ -		$ -		$ -
4.		1	EA		$ -		$ -		$ -		$ -		$ -		$ -
Item No:	**Bid Review Corrections/Adjustments**	**Qnty**	**Unit**	**Unit Cost**	**Total**	**Unit Cost**	**Total**	**Unit Cost**	**Total**	**Unit Cost**	**Total**	**Unit Cost**	**Total**	**Unit Cost**	**Total**
1.		1	EA		$ -		$ -		$ -		$ -		$ -		$ -
2.		1	EA		$ -		$ -		$ -		$ -		$ -		$ -
3.		1	EA		$ -		$ -		$ -		$ -		$ -		$ -
4.		1	EA		$ -		$ -		$ -		$ -		$ -		$ -
Total Value Engineering Items:				$ -		$ -		$ -		$ -		$ -		$ -	
Bid Review Corrections / Adjustments:				$ -		$ -		$ -		$ -		$ -		$ -	
Total Adjusted Bid:				$ 5,464,531.27		$ 7,837,863.00		$ -		$ -		$ -		$ -	

Recommend *TB Landmark Construction, Inc.* as the lowest responsive bidder.

Wharton-Smith, Inc
CONSTRUCTION GROUP
All the Right Tools for Building Success!

EXHIBIT B – BID FORM

Project : Force & Water Mains River Crossing

Bid Package No: **01**

Bid Package : **Forcemain Contractor Package**

To : Andrew Lanphier
Wharton-Smith, Inc.
watergmpbids@whartonsmith.com

Bidder Information:

Company: T B Landmark Construction, Inc.

Contact Name: Martin Adams Title: General Manager

Address: 11220 New Berlin Road, Jacksonville, FL 32226

Phone Number: (904) 751-1016 Email: madams@tblandmark.com

Bid Proposal Documentation Checklist (check all that apply):

X	Bid Form	X	Bid Schedule
X	Licenses	N/A	Sanctions and Litigation
X	Proof of Bonding Capability		Value Engineering Proposal
X	Certificate of Insurance	X	Clarifications

Bidder's Acknowledgements:

1. The undersigned Bidder agrees if this bid is accepted, to enter into a Purchase Order or Subcontract Agreement with the Construction Manager per the Agreement terms included in the Bid Documents.
2. Bidder accepts all the terms and conditions of the Bid Documents.
3. Bidder has examined copies of all the Bid Documents and the following addenda:

No.:	1	Addendum Date:	3/6/2026	No.:	2	Addendum Date:	3/19/2026
No.:		Addendum Date:		No.:		Addendum Date:	

4. Bidder has carefully examined the site and locality where the work is to be performed and the legal requirements (federal, state and local laws, ordinances, rules and regulations) and conditions affecting cost, degree of difficulty, progress or performance of the work and has made such independent investigations as Bidder deems necessary.
5. Bidder has reviewed and understands the Project Schedule furnished in the Bid Documents and commits to perform and complete the Scope of Work of this Bid Proposal within the durations indicated and will meet all milestone dates detailed therein. Bidder understands that time is of the essence and any delays in completion of any portion of the Work may result in damages.
6. This Bid is genuine and (a) not made in the interest or on behalf of any undisclosed person, firm, or corporation (b) is not submitted in the conformity with any agreement or rules of any group, association, organization, or corporation (c) Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid (d) Bidder has not solicited or induced any person, firm or corporation to refrain from bidding (e) Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over Owner.
7. This Bid Proposal will remain open for acceptance by the Construction Manager for a period of one hundred and eighty (180) days after the date submitted. The price is to be valid for the duration of the Project Schedule after execution of a Purchase Order or Subcontract Agreement.

8. The total base bid includes all labor, material, equipment, taxes, overhead, profit, and all other costs required to complete the scope of this Bid Package as outlined in the Bid Documents.
9. The bid pricing will be broken out as follows. Regarding the bid pricing, the total bid price will be dependent on whether the alternates are accepted by the City of Port Orange. The City of Port Orange has the sole discretion to accept any, all, or none of the work items for this scope of work based on the bid pricing received.

Item No.	Brief Description of Item	QTY	UM	Unit Price	Total Price
1.	Forcemain Replacement Package*	1	LS	$5,090,427.00	$5,090,427.00
2.	Watermain Rehabilitation Package Support	1	LS	$320,000.00	$ 320,000.00
	Subtotal:	-	-	-	$5,410,427.00
3.	Payment & Performance Bond	1	LS	% 1	$ 54,104.27
				Total Bid:	$ 5,464,531.27
(TOTAL BID AMOUNT WRITTEN IN WORDS):					

SCHEDULED LEAD TIMES FOR DELIVERABLE

Item No.	Brief Description of Item	Calendar Days to Complete
1.	Lead Time for all Submittal Packages	21 Days
2.	Lead Time for Mobilization **	30 Days
3.	Total Construction Schedule	315 Days

The undersigned hereby certifies that Bidder has carefully reviewed the Bid Documents and with full knowledge and understanding of the requirements of the Bid Documents and that this Bid Proposal meets all specifications, terms, and conditions contained in the Bid Documents, in its entirety.

Signature	Martin Adams, General Manager	3/30/2026
	Print Name / Title	Date

FM Package Includes +/- 22,500 SY of 1" Mill/ Overlay

** Material Delivery is 30 Days From Approved Submittals**

Knowledge and Wisdom®

CECIL W. POWELL & COMPANY

INSURANCE, INTERNATIONAL FINANCIAL PLANNING AND SURETY BONDS SINCE 1935
219 N. NEWNAN STREET • JACKSONVILLE, FLORIDA 32202-3225
PHONE (904) 353-3181 • FAX (904) 353-5722 • www. cwpowellins.com

February 3, 2026

Wharton-Smith, Inc.
750 Monroe Rd.
Sanford, FL 32771

RE: T B Landmark Construction, Inc.

To Whom It May Concern:

Cecil W. Powell & Company is the bonding agent for T B Landmark Construction, Inc. Based on normal and standard underwriting criteria at the time of the request, Performance and Payment bonds will be provided for projects up to $40,000,000 single and $90,000,000 in the aggregate with the provision that we and Travelers Casualty and Surety Company of America reserve the right to review final contract documents, bond forms, and obtain satisfactory evidence of funding prior to any final commitment to issue bonds, and do not assume liability to any third party, including yourselves, if we do not execute said bonds.

T B Landmark Construction, Inc. is bonded through Travelers Casualty and Surety Company of America. Travelers Casualty and Surety Company of America has an A.M. Best rating of A++ XV and is listed on the U.S. Treasury Department's Listing of Approved Sureties (Department Circular 570).

T B Landmark Construction, Inc. is an excellent contractor and we hold them in the highest regard. We feel extremely confident in our contractor and encourage you to offer them an opportunity to execute any upcoming projects.

If you should have any questions, please do not hesitate to call.

Sincerely,

Robert T. Theus
Vice President
Surety Department

Independent Insurance Agent.

Trusted Choice®

TBLANDM-01 DSMITH2

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/19/2025

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 Hub International Florida 1560 Orange Avenue Suite 750 Winter Park, FL 32789	CONTACT NAME: PHONE (A/C, No, Ext): (407) 894-5431 FAX (A/C, No): (407) 629-6378 E-MAIL ADDRESS: Certificates.FLA@HubInternational.com
INSURED TB Landmark Construction, Inc. 11220 New Berlin Road Jacksonville, FL 32226	INSURER A : The Continental Insurance Company — NAIC # 35289 INSURER B : National Fire Insurance Company of Hartford — 20478 INSURER C : Valley Forge Insurance Company — 20508 INSURER D : Federal Insurance Company — 20281 INSURER E : Columbia Casualty Company — 31127 INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **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	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR X Contractual Liab. GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [X] LOC OTHER:	X	X	7034729810	11/23/2025	11/23/2026	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 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY	X	X	7034729824	11/23/2025	11/23/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB CLAIMS-MADE DED [X] RETENTION $ 10,000	X	X	7034729841	11/23/2025	11/23/2026	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000
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	X	7034729838	11/23/2025	11/23/2026	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	Equipment Floater			6691538	11/23/2025	11/23/2026	Leased/Rented	400,000
E	Professional Liab			8037152814	11/23/2025	11/23/2026	$25k Rtn/Claim&Aggr	3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Wharton Smith, Inc., owner, and all other parties required, are inclided as Additional Insured and both Primary & NonContributory terms apply for General Liability & Auto Liability, & Waiver of Subrogation applies for General Liability, Auto Liability, & Workers' Compensation, when required in a written contract or agreement with the Named Insured, per the terms & conditions of the policies endorsements. Excess coverage is subject to the terms & conditions of the underlying policy endorsements for General Liability, Auto Liability, & Employers' Liability. Should the General Liability, Auto Liability, or Workers' Compensation be canceled before the expiration date, a 30 days' notice is to be provided by the Insurer to the certificate holder.

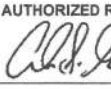
CERTIFICATE HOLDER

Wharton-Smith, Inc. Attn: Risk Management
750 Monroe Rd.
Sanford, FL 32771

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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T B Landmark Construction, Inc.
Qualifications

Saratoga Springs Offsite Utilities

Installation of 120' of 6", 60' of 10", 7,180' of 12" ad 3,440' of 16" DR 18 PVC Water main by open cut, 300' of 16" and 700' of 20" HDPE DR 11 WM by HDD. 40' of 10", 7,080' of 12", and 3,440' of 16" DR 18 PVC Reclaimed Water Main by open cut, 150' of 16" and 700' of 20" HDPE DR 11 RWM by HDD. 2,280' of 6", 1,200' of 10", 3,680' of 12", 7,400' of 16" and 2,520' of 18" DR 18 PVC Force Main by open cut. 300' of 8", 100' of 12", 900' of 20" and 900' of 24" HDPE DR-11 FM by HDD. Project also included 85' of 24" Steel Casing WM J/B, 85' of 42" Steel Casing WM J/B, 85' of 24" Steel Casing RWM J/B, 85' of 42" Steel Casing RWM J/B, and 85' of 30" Steel Casing FM J/B, 65' of 20" Steel Casing FM J/B,

Contract Amount	Location	Job Start/End	Owner Contact
$5,567,681.40	Green Cove Springs, FL	February 2025 March 2026	Feed Mill Community Developm District 3434 Colwell Ave, Ste. 200 Tampa, FL 33614 Daniel McCormick, (561) 631-0697 dem@freeholdcommunities.com

Deer Point Dam Raw Water Line Utility Mitigation Ph II

Installation of 2,115' of 42" IPS HDPE Subaqueous Raw Water Main by horizontal directional drilling under Deer Point Reservoir and 540' of 36" PVC Raw Water Main.

Contract Amount	Location	Job Start/End	Owner Contact
$4,512,123.00	Panama City, FL	March 2024 October 2025	Bay County BOCC 840 West 11th Street Panama City, FL 32401 Ken Longstreet, (850) 248-8268 klongstreet@baycountyfl.gov

Nocatee South Reclaimed Water Improvements

Installation of 3,000 LF of 20-inch CL 250 ductile iron reclaimed water main by open cut, 1,200 LF of 24-inch DR11 HDPE reclaimed water main by horizontal directional drill, 75 LF of 36-inch and 50 LF of 30-inch steel casing by auger bore.

Contract Amount	Location	Job Start/End	Owner Contact
$2,987,409.00	Nocatee, FL	July 2024 October 2025	JEA 225 North Pearl Street Jacksonville, FL 32202 Beth DiMeo (904) 665-8139 dimeea@jea.com

T B Landmark Construction, Inc.
Qualifications

Peters Creek WRF Expansion

Project includes installation of 27,100 LF of 16" DR18 PVC force main by open cut, 480 LF of 30" steel force main by jack and bore, 1,550 LF of 20" SDR9 HDPE force main and 1,800 LF of 18" SDR 11 HDPE force main via HDD. Project also includes 5,540 LF of 12" DR 18 PVC water main by open cut and 37,440 LF of 16" DR 18 PVC reclaimed water main via open cut, 120 LF of 30" Steel reclaimed water main by Jack and bore, 1,550 LF of 20" SDR9 HDPE reclaimed water main via HDD and 1,800 LF of 18" SDR11 HDPE reclaimed water main via HDD.

Contract Amount	Location	Job Start/End	Owner Contact
$7,694,961.51	Green Cove Springs, FL	November 2023 March 2025	Wharton Smith, Inc. 750 Monroe Road Sanford, FL 32771 Mike Alexakis, (407) 402-6134 malexakis@whartonsmith.com

SR 312 Reclaimed Water Line

Installation of 5,540 LF of 20" HDPE Reclaimed Water Main by HDD. This job was completed in 9 drills- 920', 640', 720', 820', 620', 520', 160', 560', and 580'.

Contract Amount	Location	Job Start/End	Owner Contact
$1,903,473.61	St. Augustine, FL	December 2022 November 2023	St. Johns County BOCC 500 San Sebastian View St. Augustine, FL 32084 Alan Flood, (904) 209-2652 aflood@sjcfl.us

Greenland WRF Pipelines

Installation of 15 wire lined horizontal directional drills ranging from 30"- 42" including 5 of these drills going under 9B in the FDOT ROW in single pulls are 1,697' of 30" HDPE RWM, 1,697 LF of 42" HDPE RWM, 1,713' of 30" HDPE FM, 1,767' of 42" HDPE FM, and 1,729' of 36" HDPE Raw WM. The other 10 drills completed in single pull are 1,800 LF, 900 LF, 900' and 1,200 LF of 30" HDPE Water Main, 1,300 LF, 1,300 LF, 700 LF, 800 LF, 900 LF and 1,000 LF of 36" Reclaim Water Main. Total drill footage on job is 19,403 LF.

Contract Amount	Location	Job Start/End	Owner Contact
$5,522,934.20	Jacksonville, FL	July 2022 July 2023	Garney Construction 370 East Crown Point Road Winter Garden, FL 34787 Kevin Kraus, (419) 704-1626 kkraus@garney.com

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

THIGPEN, ROBIN RODNEY

B LANDMARK CONSTRUCTION INC
11220 NEW BERLIN ROAD
JACKSONVILLE FL 32226

LICENSE NUMBER: CGC060694

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 07/17/2024

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Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE UNDERGROUND UTILITY & EXCAVATION CO HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

THIGPEN, ROBIN RODNEY

T B LANDMARK CONSTRUCTION INC
11220 NEW BERLIN ROAD
JACKSONVILLE FL 32226

LICENSE NUMBER: CUC057226

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 07/17/2024

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.

T B Landmark
CONSTRUCTION, Inc.

LIMITED POWER OF ATTORNEY

STATE OF FLORIDA
COUNTY OF DUVAL

Known all men by these presents, T B Landmark Construction, Inc. ("T B Landmark"), a Florida Corporation with principal offices at 11220 New Berlin Road, Jacksonville, Florida 32226 does hereby irrevocably constitute, nominate, appoint and authorize, Martin Adams, who presently resides at 6042 Antigua Court, Orange Park, FL 32003, and who is presently employed by T B Landmark holding the position of General Manager, as its true and lawful attorney-in-fact, to do in its name and on its behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of its bid for the proposed project, including but not limited to signing and submission of all bids, and other documents and writings, participating in bidders and other conferences, providing information/responses, representing it in all matters relating to the bidding process, signing and execution of all contracts and undertakings consequent to acceptance of its bid, and generally dealing with the necessary parties in all matters in connection with or relating to or arising out of its bid for the proposed project and/or upon award thereof to T B Landmark.

And T B Landmark hereby agrees to ratify and confirm, and does hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by its said attorney-in-fact pursuant to and in exercise of the powers conferred by this limited power of attorney, and that all acts, deeds, and things done by its said attorney-in-fact in exercise of the powers hereby conferred shall and shall always be deemed to have been done by T B Landmark.

In witness whereof, Robin Thigpen, on behalf of T B Landmark as its President, has executed this power of attorney on this 18th day of January, 2024.

Robin Thigpen, President
T B Landmark Construction, Inc.

SWORN AND SUBSCRIBED BEFORE ME THIS 18TH DAY OF JANUARY, 2024 BY ROBIN THIGPEN.

(Notary Public)
Print Name: Kyndell Bender
My Commission Expires: 07/9/2026

KYNDELL MICHELLE BENDER
Notary Public - State of Florida
Commission # HH 254659
My Comm. Expires Jul 9, 2026
Bonded through National Notary Assn.

Accepted by:

Martin Adams, General Manager
T B Landmark Construction, Inc.

SWORN AND SUBSCRIBED BEFORE ME THIS 18TH DAY OF JANUARY, 2024 BY MARTIN ADAMS.

(Notary Public)
Print Name: Kyndell Bender
My Commission Expires: 07/9/2026

KYNDELL MICHELLE BENDER
Notary Public - State of Florida
Commission # HH 254659
My Comm. Expires Jul 9, 2026
Bonded through National Notary Assn.

Bid Evaluation and Comparison Sheet

Bid Package #: 2

E Pipe Liner Package

F RFSQ 24-03 Construction of Force & Water Mains (River Crossing)

C City of Port Orange

E 03/26/26

Pricing Summary

	Insituform Technologies, LLC Dave Raymond 904-465-3267 draymond@azuria.com		Atlantic Pipe Services Jose Molina 321-274-7776 jmolina@atlanticpipe.us		HK Solutions Group (Engineered Lining Systems Steve Rehome 904-298-7435 srehome@hksolutionsgroup.com		Amici Engineering Contractors Juan Barreneche 954-650-4699 juanb@amiciec.com					
Total Adjusted Bid:	**$ 1,807,572.90**		**No Bid**		**No Bid**		**No Bid**		**$ -**		**$ -**	
Base Bid Line Items												
Item No:	**Brief Description**	**Qnty**	**Unit**	**Unit Cost**	**Total**	**Unit Cost**	**Total**	**Unit Cost**	**Total**	**Unit Cost**	**Total**	**Unit Cost**	**Total**	**Unit Cost**	**Total**
1.	16" Polyethylene Liner Installation	1	LS	$ 1,780,860.00	$ 1,780,860.00		$ -		$ -		$ -		$ -		$ -
2.	Payment & Performance Bond Rate	1	LS	$ 26,712.90	$ 26,712.90		$ -		$ -		$ -		$ -		$ -
Bid Alternates															
Item No:	**Brief Description**	**Qnty**	**Unit**	**Unit Cost**	**Total**	**Unit Cost**	**Total**	**Unit Cost**	**Total**	**Unit Cost**	**Total**	**Unit Cost**	**Total**	**Unit Cost**	**Total**
1.			EA		$ -		$ -		$ -		$ -		$ -		$ -
2.			EA		$ -		$ -		$ -		$ -		$ -		$ -
3.			EA		$ -		$ -		$ -		$ -		$ -		$ -
4.			EA		$ -		$ -		$ -		$ -		$ -		$ -
Base Bid Subtotal:				**$ 1,807,572.90**		**$ -**		**$ -**		**$ -**		**$ -**		**$ -**	
Bid Alternate Total:				**$ -**		**$ -**		**$ -**		**$ -**		**$ -**		**$ -**	
Total Bid:				**$ 1,807,572.90**		**$ -**		**$ -**		**$ -**		**$ -**		**$ -**	
Bid Form Requirements															
Bid Form Requirements				X											
Acknowledged Addenda				X											
Clarifications / Exceptions				X											
Value Engineering Proposal															
Item No:	**Scheduled Lead Times for Deliverables and Construction**			**Calendar Days to Complete**		**Calendar Days to Complete**		**Calendar Days to Complete**		**Calendar Days to Complete**		**Calendar Days to Complete**		**Calendar Days to Complete**	
1.	Submittal Packages			1 week from NTP											
2.	Lead Time for Mobilization			2 weeks from NTP											
Grant Funding Compliance															
Base Bid is in compliance with Davis-Bacon Requirements (Circle One):															
Base Bid is in compliance with AIS Requirements (Circle One):															
Post Bid Adjustments															
Item No:	**Value Engineering**	**Qnty**	**Unit**	**Unit Cost**	**Total**	**Unit Cost**	**Total**	**Unit Cost**	**Total**	**Unit Cost**	**Total**	**Unit Cost**	**Total**	**Unit Cost**	**Total**
1.		1	EA		$ -		$ -		$ -		$ -		$ -		$ -
2.		1	EA		$ -		$ -		$ -		$ -		$ -		$ -
3.		1	EA		$ -		$ -		$ -		$ -		$ -		$ -
4.		1	EA		$ -		$ -		$ -		$ -		$ -		$ -
Item No:	**Bid Review Corrections/Adjustments**	**Qnty**	**Unit**	**Unit Cost**	**Total**	**Unit Cost**	**Total**	**Unit Cost**	**Total**	**Unit Cost**	**Total**	**Unit Cost**	**Total**	**Unit Cost**	**Total**
1.		1	EA		$ -		$ -		$ -		$ -		$ -		$ -
2.		1	EA		$ -		$ -		$ -		$ -		$ -		$ -
3.		1	EA		$ -		$ -		$ -		$ -		$ -		$ -
4.		1	EA		$ -		$ -		$ -		$ -		$ -		$ -
Total Value Engineering Items:				**$ -**		**$ -**		**$ -**		**$ -**		**$ -**		**$ -**	
Bid Review Corrections / Adjustments:				**$ -**		**$ -**		**$ -**		**$ -**		**$ -**		**$ -**	
Total Adjusted Bid:				**$ 1,807,572.90**		**$ -**		**$ -**		**$ -**		**$ -**		**$ -**	

Recommend *Insituform Technologies, LLC* as the lowest responsive bidder.

PROPOSAL

Port Orange, Florida
16" Water Main Rehabilitation

Insituform®
An azuria Water Solutions Company

March 30, 2026

Confidentiality Notice

The information contained in this submittal package is confidential and intended only for Insituform and Azuria Water Solutions clients named in contracts for which it was distributed.

If the reader of this information is NOT the intended recipient, you are hereby notified that any dissemination, distribution, copying of this information, or any of its contents, are strictly prohibited.

Insituform®
An azuria Water Solutions Company

March 30, 2026

Table of Contents

Section 1 // Exhibit B | Bid Form Documents

Section 2 // Subcontractors

Section 3 // Primus Line® brochures

Section 4 // Installer Certifications

Section 5 // Work Plan & Bid Schedule

Section 6 // Resumes

Section 7 // Primus References

Section 8 // Case Studies

Insituform®
An azuria Water Solutions Company

March 30, 2026

SECTION 1

Exhibit B | Bid Form Documents

Insituform®
An azuria Water Solutions Company

of a Purchase Order or Subcontract Agreement.

8. The total base bid includes all labor, material, equipment, taxes, overhead, profit, and all other costs required to complete the scope of this Bid Package as outlined in the Bid Documents.
9. The bid pricing will be broken out as follows. Regarding the bid pricing, the total bid price will be dependent on whether the alternates are accepted by City of Port Orange. City of Port Orange has the sole discretion to accept any, all, or none of the work items for this scope of work based on the bid pricing received.

Item No.	Brief Description of Item	QTY	UM	Unit Price	Total Price
1.	16" Polyethylene Liner Installation	1	LS	$ 1,780.860.00	$ 1,780,860.00
2.	Payment & Performance Bond Rate	1	LS	% 1.5	$ 26,712.90
				Total Bid:	$ 1,807,572.90
(TOTAL BID AMOUNT WRITTEN IN WORDS): One Million, Eight Hundred and Seven Thousand, Five Hundred Seventy-Two Dollars and Ninety Cents					

SCHEDULED LEAD TIMES FOR DELIVERABLE

Item No.	Brief Description of Item	Calendar Days to Complete
1.	Submittal Packages	1 Week From NTP
2.	Lead Time for Mobilization	2 Weeks From NTP

The undersigned hereby certifies that Bidder has carefully reviewed the Bid Documents and with full knowledge and understanding of the requirements of the Bid Documents and that this Bid Proposal meets all specifications, terms, and conditions contained in the Bid Documents, in its entirety.

Signature	Diane Partridge Contracting and Attesting Officer	March 30, 2026
	Print Name / Title	Date

INSITUFORM TECHNOLOGIES, LLC LIMITED LIABILITY SEAL DELAWARE

All the Right Tools for Building Success!
Wharton-Smith, Inc
CONSTRUCTION GROUP

EXHIBIT B – BID FORM

Project : Force & Water Mains River Crossing
Bid Package : **16" Poly-Ethylene Liner Package**
To : Andrew Lanphier
Wharton-Smith, Inc.
watergmpbids@whartonsmith.com

Bid Package No: **02**

Bidder Information:

Company: Insituform Technologies, LLC
Contact Name: Diane Partridge Title: Contracting and Attesting Officer
Address: 580 Goddard Avenue, Chesterfield, MO 63005
Phone Number: (636) 530-8000 Email: dpartridge@azuria.com

Bid Proposal Documentation Checklist (check all that apply):

- [x] Bid Form
- [x] Licenses
- [x] Proof of Bonding Capability
- [x] Certificate of Insurance
- [x] Bid Schedule
- [x] Sanctions and Litigation
- [x] Value Engineering Proposal
- [x] Clarifications

Bidder's Acknowledgements:

1. The undersigned Bidder agrees if this bid is accepted, to enter into a Purchase Order or Subcontract Agreement with the Construction Manager per the Agreement terms included in the Bid Documents.
2. Bidder accepts all the terms and conditions of the Bid Documents.
3. Bidder has examined copies of all the Bid Documents and the following addenda:

No.: 1	Addendum Date: March 6th, 2026	No.:		Addendum Date:	
No.: 2	Addendum Date: March 19th,2026	No.:		Addendum Date:	

4. Bidder has carefully examined the site and locality where the work is to be performed and the legal requirements (federal, state and local laws, ordinances, rules and regulations) and conditions affecting cost, degree of difficulty, progress or performance of the work and has made such independent investigations as Bidder deems necessary.
5. Bidder has reviewed and understands the Project Schedule furnished in the Bid Documents and commits to perform and complete the Scope of Work of this Bid Proposal within the durations indicated and will meet all milestone dates detailed therein. Bidder understands that time is of the essence and any delays in completion of any portion of the Work may result in damages.
6. This Bid is genuine and (a) not made in the interest or on behalf of any undisclosed person, firm, or corporation (b) is not submitted in the conformity with any agreement or rules of any group, association, organization, or corporation (c) Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid (d) Bidder has not solicited or induced any person, firm or corporation to refrain from bidding (e) Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over Owner.
7. This Bid Proposal will remain open for acceptance by the Construction Manager for a period of one hundred and eighty (180) days after the date submitted. The price is to be valid for the duration of the Project Schedule after execution

Insituform®
An azuria Water Solutions Company

580 Goddard Avenue
Chesterfield, MO 63005
Phone: (636) 530-8000
Fax: (636) 898-5078
www.azuria.com

INSITUFORM TECHNOLOGIES, LLC

PRESIDENT APPONTMENT OF
CONTRACTING AND ATTESTING OFFICERS

The undersigned, being the President of Insituform Technologies, LLC, a Delaware Limited Liability Company (the "Company"), and pursuant to the authority set forth in the Limited Liability Company Operating Agreement of the Company, hereby determines that:

1. Christlanda Adkins, Janet Hass, Diane Partridge, Whittney Schulte, Patrizia Sordillo and Taylor DeLuca are appointed as Contracting and Attesting Officers of the Company, each with the authority, individually and in the absence of the others, subject to the control of the Board of Managers of the Company, to: (i) certify and attest to the signature of any officer of the Company; (ii) enter into and bind the Company to perform pipeline rehabilitation activities of the Company and all matters related thereto, including the maintenance of one or more offices and facilities of the Company; (iii) execute and to deliver documents on behalf of the Company; and (iv) take such other action as is or may be necessary and appropriate to carry out the project, activities and work of the Company.

2. Any person previously appointed or serving as a Contracting and Attesting Officer of the Company prior to the date hereof and who is not named above is hereby removed from any such appointment.

Dated: March 23, 2026

Burt M. Keating
President

Litigation History – Insituform Technologies, LLC

The following information is provided by Insituform Technologies, LLC ("Insituform") on a "to the best of our knowledge" basis. At any given time, in the ordinary course of national business, Insituform is involved in various civil claims and suits relating to vehicle accidents, other property damage or personal injury matters, commercial disputes (including subcontractor disputes and customer payment disputes), employee litigation and other matters. If you have specific requests, Insituform will do its best to provide supplemental information.

Lawsuits

2014

1. Shannon Stewart, Kyla Hamlin, Individually and As Guardian Ad Litem for Ivan Stewart, Plaintiffs, V. Insituform Technologies Inc. Stewart Engineering and California Department of Transportation, Defendants. Superior Court of The State of California, County of Nevada. 2014. Case No. CU14-080204. Plaintiffs allege personal injuries. Dismissed with prejudice.

2015

1. Mayor And City Council of Baltimore, Plaintiff, v. Insituform Technologies, LLC, Defendant. 2015. District Court of Maryland for Baltimore City, Case No.: 0101-0026227-2015, Case No.: 0101-0025623-2015, Case No.: 0101-0025641-2015, Case No.: 0101-0026441-2015, And Case No.: 0101-00279822-2015. Plaintiff Claimed Insituform was liable for fines related to delayed street repairs. Dismissed With Prejudice.

2. Fernando Avila v. Insituform Technologies, Inc. 2015. Superior Court of California, County of Orange. Case No. 30-2015-00826022-CU-OE-CJC. Dismissed with prejudice.

2016

1. Moseley, et al. v. Metra, Inc., et al. 2016. Circuit Court of Maryland for Baltimore City. Case No. 24-C-16-003332. Plaintiff claims that subcontractor of Insituform failed to properly connect service connection which resulted in property damage. Tort claim. Owner was a co-defendant. Settled.

2. People's Trust Insurance Company v. Proline Vactor Services, Inc., et al. 2016. Circuit Court of the 18th Judicial Circuit in and for Brevard County, Florida. Case No. 05-2016-CA-050060. Plaintiff claims property damage from a backup through a service connection. Owner is a co-defendant Tort claim. Settled.

3. Insituform Technologies, LLC v. Metals & Materials Engineers, LLC. 2016. Superior Court of Fulton County, Georgia. Case No. 01-16-0003-7598. Plaintiff Insituform claims amounts owed on a project for City of East Point, GA. Settled.

4. Douglas D. Feyh, et al. v. Insituform Technologies, LLC. 2016. Franklin County Common Pleas Court. Columbus, Ohio. Case No. 16CV-09-8961. Plaintiff alleged property damage resulting from backup of service connection. Tort claim. Case with Plaintiff was settled, but Insituform has continuing claims against its subcontractor that caused the backup. Settled.

5. Susan Jeanne Belles, et al. v. Insituform Technologies, LLC, et al. 2016. Humphreys County 23rd Judicial District Tennessee. Case No. 10277. Settled.

6. Joan Loss v. Insituform Technologies, LLC. 2016. Circuit Court of the 17th Judicial Circuit, Broward County, Florida. Case No. CACE-16-009860. Plaintiff alleges personal injury from chemical exposure. Tort claim. Amounts are not liquidated. Settled.

2017

1. Insituform Technologies, LLC v. City of Deer Lodge. 2017. Montana. Plaintiff Insituform is owed retainage, trade and claims for delay. Settled.

2. Insituform Technologies, LLC v. Eadie's Construction Company, Inc. and Selective Insurance Company of America. 2017. First Judicial Circuit of Dorcester County, South Carolina. Case No. 2017-CP-18-1315. Plaintiff claims amounts owed for project in Dorcester County, South Carolina. Settled.

2018

1. Insituform Technologies, LLC v. CSI Engineering and Quality Pipeline Services. 2018. California. Dispute regarding defective work and delays by subcontractors to Insituform. Litigation and arbitration settled.

2. Insituform Technologies, LLC v. 3 Rivers Utility Rehab, LLC and Travelers Casualty and Surety Company of America. 2018. Superior Court of Carrol County Georgia. Contract action. Insituform sued 3 Rivers for money owed on a variety of projects. Settled.

3. City of Seattle vs. Insituform Technologies, LLC. US District Court Western District of Washington at Seattle. 2018. Case Number: 2:2018cv01523. Seattle claims indemnity for costs to remedy damage from a backed-up sewer lateral. Insituform denies that the backup arose out of its work. Settled.

4. Landon Ash v. Insituform Technologies, LLC, Jefferson County Circuit Court, Alabama. 2018. Plaintiff claims property damage from a sewer backup. Settled.

5. Kelly Lynch v. Village of Kenmore, et al. Supreme Court of New York for Erie County. 2018. Plaintiff alleges personal injuries arising out of the work by Insituform's subcontractor. Settled but declaratory judgment action for defense costs and indemnification against insurer of subcontractor pending.

6. Diaz v. UIT LLC, et al. 2018., Sarasota County, Florida. Case No. 2018 CA 005599 NC. Plaintiff alleged personal injury and property damage when his truck drove over manhole allegedly left uncovered by subcontractor. Settled.

7. Kortekamp v. Insituform Technologies, 2018, Worcester, MA, Case No. 18-1672A. Plaintiff alleges personal injury arising from motor vehicle accident. Settled.

2019

1. Insituform Technologies, LLC v. Norris Bros. 2019., Henry County, Tennessee Case No. 2019 24350. Insituform sued prime contractor and surety to recover money owed. Settled.

2. Green v. Insituform Technologies, LLC, et al., Coffee County, Tennessee Case No. 2019 45528. Plaintiff alleged he was injured in motor vehicle accident with Insituform truck. Settled.

3. Ware v. Insituform Technologies, LLC, et al. 2019., Madison County, Illinois, Case No. 19-L-292. Wrongful death action arising from alleged asbestos exposure. Voluntarily dismissed by plaintiff.

4. Ta v. Insituform Technologies, et al., 2019, Orange County, CA 30-2019-01044231-CU-PA-CJC. Personal injury case arising out of motor vehicle accident. Settled.

5. Allied World National Assurance v. Insituform Technologies, 2019, Worcester, MA, Case No. 1985CV00785. Plaintiff brough subrogation action for costs of sewage backup in basement. Voluntarily dismissed by Plaintiff.

6. Morris v. Insituform Technologies, LLC, 2019, Rutherford County, TN, 19CV1755, Employment discrimination. Settled.

7. Dosier v. Insituform Technologies, LLC, et al. 2019. Deschutes County, OR, Case No. 20CV15074, Plaintiff alleges personal injury from chemical exposure. Tort claim. Amounts are not liquidated. Settled.

8. 764 Quinnipiac Associates, LLC v. Vortex Turnkey Solutions, LLC and Insituform Technologies, LLC. 2019.New Haven, CT, Sup. CT. Docket No. NNH-CV19-6098776-S. Plaintiff alleged property damage due to sewer backup. Settled.

2020

1. Elena & Carlo Longiovine v. C. Abbonizio Contractors, Inc. et al. 2020. Court of Common Pleas of Philadelphia County, PA. Case No. 01963. Plaintiff alleged injury following trip and fall. Tort claim. Insituform was dismissed from the case.

2021

1. Envirowaste Service Group, Inc. t/a Jaamco Drain and Cleaning & Video Inspection, Inc. v. Insituform Technologies, LLC, 2021, Anne Arundel County, MD, Case No. C-02-CV-21-001380. Plaintiff sued Insituform to recover money allegedly owed. Case dismissed by Plaintiff with prejudice.

2. Blankenship v. Insituform Technologies, LLC. 2021. McLennon County, TX. Case No. 2021-151-4. Employment discrimination. Settled.

3. Alexander v, Insituform Technologies, LLC. 2021. US District Court, Middle District of Florida. Case No. 510-2020-04319. Employment discrimination. Settled.

4. Harris v. Insituform Technologies, LLC, 2021. Dekalb County, GA, Case No. 21A04199. Plaintiff alleges personal injury arising from motor vehicle accident. Settled.

5. Brown v. Insituform Technologies, LLC, 2021. Harris County, TX, Case No. 2021-41982. Plaintiff alleges personal injury arising from motor vehicle accident. Settled.

2022

1. Salt River Project Agricultural Improvement and Power District v. Insituform Technologies, LLC. 2022. Maricopa County. Case No.: CV2022-001117. Plaintiff sued Insituform to recover money allegedly owed. Case dismissed by Plaintiff with prejudice.

2. Inland Waters, LLC vs. Insituform Technologies, LLC, 2022. Kent County Superior Court, RI. Case No. KC-2022-0798. Plaintiff sued Insituform to recover money allegedly owed. Case dismissed by Plaintiff with prejudice.

3. City of Shreveport vs. CDM Smith, Inc., et al. 2022. Parish of Caddo, LA. Docket No. 639,858, SEC A. Plaintiff sued Insituform and 31 other defendants for alleged defective work. Ongoing.

4. Antonio Arias v. Insituform Technologies, LLC and Aegion Corporation, Superior Court of the State of California, For the County of Los Angeles, Case No. 22STCV22022. Plaintiff, on behalf of a class, alleges Defendants failed to provide appropriate meal and rest periods and required off the clock work. Ongoing.

2023

1. Michael J. McCoy v. Insituform Technologies, LLC, BLD Services, LLC, and Robert Brown a/k/a Robbie Brown. 2023. Randolph County Superior Court, File No. 22-CVS-2210. Plaintiff alleges Defendants are responsible for property damage to Defendant's vehicle. Plaintiff voluntarily dismissed claim with prejudice.

2. Insituform Technologies, LLC vs. Timbers Building Company, 2023. Court of Common Pleas of Allegheny County, PA. Case No. GD-23-009914. Plaintiff Insituform claims amounts owed on a project in Coraopolis, PA. Settled.

3. Pro-Pipe, Inc. vs. Insituform Technologies, LLC. 2023. American Arbitration Association, Case No. 01-23-0002-8125. Claimant claimed amounts owed on a project in Casper, Wyoming. Settled in June 2024.

2024

1. Liberty Mutual Fire Insurance Company a/s/o Lois Smith v. Clay County Utility Authority and Insituform Technologies, LLC. 2024. Clay County, FL. Case No: 2023-CA-1593. Plaintiff alleges property damage due to sewer backup. Matter settled.

2. Mike Murras v, Insituform Technologies, LLC, Commonwealth of Massachusetts, Superior Court of Worcester, Case No. 2485CV872C. Plaintiff, on behalf of a class, alleges Defendant improperly took credits against the prevailing wage paid to employees for vacation, PTO holiday time off benefits and 401k contributions. Ongoing.

3. Thomas C. Davies v. Insituform Technologies, LLC and Cody Debusk, Superior Court of Washinton, County of Pierce, Case No. 24-2-08616-7. Plaintiff, on behalf of a class, alleges Defendants failed to pay appropriate prevailing wage for time spent driving on prevailing wage projects and failed to provide appropriate meal and rest periods. Ongoing.

2025

1. J.A. Davis Landscaping, LLC v. Insituform Technologies, LLC. 2025. Commonwealth of Massachusetts. Ayer District Court. Case No. 2548CV000096. Plaintiff sued Insituform to recover

money allegedly owed in connection with a project in MA.. Case dismissed by Plaintiff with prejudice in April 2025.

2. Insituform Technologies, LLC v. Oscar Renda Contracting, Inc. and Zurich American Insurance Company and Federal Insurance Company. 2025. District Court of Dallas County. Case No. DC-25-11101. Insituform sued Defendants to recover amounts owed. Matter Settled in September 2025. Matter dismissed with prejudice.

3. Asphalt 365 Incorporated v. Insituform Technologies, LLC. Circuit Court of the Ninth Judicial District in and for Orange County. Case No. 2025-CA-005740-O. Plaintiff sued Insituform for amount allegedly owed. Case voluntarily dismissed with prejudice in August 2025.

4. Insituform Technologies, LLC d/b/a C&L Water Solutions v. North Lincoln Water & Sanitation. 2025. District Court, Denver County. Case No. 2025CV32343. Insituform sued Defendant to recover money owed. Ongoing.

***Minor collection matters and matters where Insituform may be listed as a class member or creditor are not shown.

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

WELSH, KENDALL THOMAS

INSITUFORM TECHNOLOGIES LLC
82 TORTOLA WAY
ST JOHNS FL 32259

LICENSE NUMBER: CGC1510306

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 06/17/2024

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.

State of Florida
Department of State

I certify from the records of this office that INSITUFORM TECHNOLOGIES, LLC is a Delaware limited liability company authorized to transact business in the State of Florida, qualified on January 18, 2012.

The document number of this limited liability company is M12000000304.

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 March 5, 2025, and that its status is active.

I further certify that said limited liability company 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 Twenty-eighth day of July, 2025

GREAT SEAL OF THE STATE OF FLORIDA
IN GOD WE TRUST

Secretary of State

Tracking Number: 5065548177CU

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

Detail by Entity Name

Foreign Limited Liability Company
INSITUFORM TECHNOLOGIES, LLC

Filing Information

Document Number	M12000000304
FEI/EIN Number	13-3032158
Date Filed	01/18/2012
State	DE
Status	ACTIVE
Last Event	LC STMNT OF RA/RO CHG
Event Date Filed	02/19/2024
Event Effective Date	NONE

Principal Address

580 Goddard Avenue
Chesterfield, MO 63005

Changed: 03/09/2026

Mailing Address

580 Goddard Avenue
Chesterfield, MO 63005

Changed: 03/09/2026

Registered Agent Name & Address

C T CORPORATION SYSTEM
1200 SOUTH PINE ISLAND ROAD
PLANTATION, FL 33324

Name Changed: 02/19/2024

Address Changed: 02/19/2024

Authorized Person(s) Detail

Name & Address

Title Manager

Tullman, Robert
580 Goddard Avenue
Chesterfield, MO 63005

Title Manager

Sheikh, Ali
580 Goddard Avenue
Chesterfield, MO 63005

Title Manager

Schoenekase, Daniel P.
580 Goddard Avenue
Chesterfield, MO 63005

Title Member

Azuria Water Solutions Inc.
580 Goddard Avenue
Chesterfield, MO 63005

Annual Reports

Report Year	Filed Date
2025	03/05/2025
2025	08/26/2025
2026	03/09/2026

Document Images

03/09/2026 -- ANNUAL REPORT	View image in PDF format
08/26/2025 -- AMENDED ANNUAL REPORT	View image in PDF format
03/05/2025 -- ANNUAL REPORT	View image in PDF format
03/07/2024 -- ANNUAL REPORT	View image in PDF format
02/19/2024 -- CORLCRACHG	View image in PDF format
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02/02/2023 -- ANNUAL REPORT	View image in PDF format
11/08/2022 -- AMENDED ANNUAL REPORT	View image in PDF format
07/13/2022 -- AMENDED ANNUAL REPORT	View image in PDF format
06/16/2022 -- AMENDED ANNUAL REPORT	View image in PDF format
04/25/2022 -- ANNUAL REPORT	View image in PDF format
10/14/2021 -- AMENDED ANNUAL REPORT	View image in PDF format
03/17/2021 -- ANNUAL REPORT	View image in PDF format
01/23/2020 -- ANNUAL REPORT	View image in PDF format
03/26/2019 -- ANNUAL REPORT	View image in PDF format
03/02/2018 -- ANNUAL REPORT	View image in PDF format
03/10/2017 -- ANNUAL REPORT	View image in PDF format
01/04/2016 -- ANNUAL REPORT	View image in PDF format

01/09/2015 -- ANNUAL REPORT	View image in PDF format
01/15/2014 -- ANNUAL REPORT	View image in PDF format
01/30/2013 -- ANNUAL REPORT	View image in PDF format
01/18/2012 -- Foreign Limited	View image in PDF format

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/1/2026 | 6/27/2025

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: Lockton Companies, LLC Three City Place Dr., Ste. 900 St. Louis MO 63141-7081 (314) 432-0500 midwestcertificates@lockton.com	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
INSURED: 1383150 Insituform Technologies, LLC 580 Goddard Avenue Chesterfield MO 63005	INSURER(S) AFFORDING COVERAGE / NAIC # INSURER A: XL Insurance America, Inc. 24554 INSURER B: ACE American Insurance Company 22667 INSURER C: Starr Indemnity & Liability Company 38318 INSURER D: ACE Fire Underwriters Insurance Company 20702 INSURER E: Indian Harbor Insurance Company 36940 INSURER F:

COVERAGES **CERTIFICATE NUMBER:** 18832028 **REVISION NUMBER:** XXXXXXX

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	
A	X COMMERCIAL GENERAL LIABILITY	N	N	CGD300084910	7/1/2025	7/1/2026	EACH OCCURRENCE	$ 2,000,000
A	CLAIMS-MADE [X] OCCUR			BROAD FORM PD/CONTRACTUAL			DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
	X Independt Contractor						MED EXP (Any one person)	$ 10,000
	X XCU						PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 4,000,000
	POLICY [X] PRO-JECT [X] LOC						PRODUCTS - COMP/OP AGG	$ 4,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY	N	N	ISAH11428551	7/1/2025	7/1/2026	COMBINED SINGLE LIMIT (Ea accident)	$ 5,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$ XXXXXXX
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$ XXXXXXX
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$ XXXXXXX
								$ XXXXXXX
C	UMBRELLA LIAB [X] OCCUR	N	N	1000095154251	7/1/2025	7/1/2026	EACH OCCURRENCE	$ 10,000,000
	X EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 10,000,000
	DED RETENTION $							$ XXXXXXX
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N		N	WLRC7309740A (AOS)	7/1/2025	7/1/2026	X PER STATUTE OTH-ER	
D	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N]	N/A		SCFC73097447 (WI)	7/1/2025	7/1/2026	E.L. EACH ACCIDENT	$ 1,000,000
D	(Mandatory in NH), If yes, describe under DESCRIPTION OF OPERATIONS below			(EXCLUDING MONOPOLISTIC)			E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
E	CONTR. PROF. LIAB.	N	N	CEO742002413	7/1/2025	7/1/2026	PER POLICY:	
E	CONTR. POLL. LIAB.			CEO742163302	7/1/2025	7/1/2026	$5,000,000 PER CLAIM/AGG	
E				(PROF - CLAIMS MADE)			$500,000 SIR EACH LOSS	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Installation Floater, AGCS Marine Insurance Company, #MXI93050922, 7/1/2025 to 7/1/2026. See attached for limits. Deductibles various per policy schedule.

CERTIFICATE HOLDER

18832028
For Informational Purposes Only

CANCELLATION See Attachments

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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The ACORD name and logo are registered marks of ACORD

Miscellaneous Attachment: M499049 Master ID: 1383150, Certificate ID: 18832028

Installation Floater, No Co-Insurance, Replacement Cost, Special Perils Form including Flood & EQ

Limits:
$10,000,000 any one installation site
$10,000,000 any one loss, disaster, or casualty

Sublimits (including but not limited to:)
$1,000,000 In Transit
$1,000,000 Temporary Storage
$1,000,000 Soft Costs (Delay of Use)/$1,000,000 Aggregate
$2,000,000 Rigging ($500,000 Temporary Storage/$500,000 Transit)

Attachment Code: D592023 Master ID: 1383150, Certificate ID: 18832028

LOCKTON

For Informational Purposes Only

IMPORTANT NOTICE

To whom it may concern:

In our continued effort to provide timely certificate delivery, Lockton Companies is transitioning to paperless delivery of Certificates of Insurance going forward.

To ensure future renewals of this certificate, we need your email address. Please contact us via one of the methods below, referencing **Certificate ID 18832028**

- Email: *stl-edelivery@lockton.com*
- Phone: *(866) 728-5657 (toll-free)*

If we do not receive your email address via one of the above methods prior to the client's next renewal, we will assume you no longer need the certificate.

If you received this certificate through an internet link where the current certificate is viewable, we have your email and no further action is needed.

The above inbox is for collecting email addresses for renewal electronic certificate delivery ONLY. You will not receive a response from this inbox.

Thank you for your cooperation.

Lockton Companies

MarshMcLennan Agency

Marsh McLennan Agency
825 Maryville Centre Drive | Suite 200
Chesterfield | MO 63017
T +1 314 594 2700
MarshMMA.com

January 5, 2026

Re: Insituform Technologies, LLC

To Whom It May Concern:

Insituform Technologies, LLC is a valued Travelers Casualty and Surety Company of America surety customer. Travelers Casualty and Surety Company of America is one of the most financially sound insurance companies in the United States and enjoys a Best Rating of A++ with financial strength category of XV.

Due to Insituform Technologies, LLC's reputation, technical expertise, financial strength, quality equipment and experienced labor force, Marsh McLennan Agency LLC is prepared to consider performance and payment bonds for single jobs in the $250,000,000 range with an aggregate work program of $700,000,000.

Should a project be awarded to and accepted by Insituform Technologies, LLC, we are prepared to consider providing the required bonds on their behalf. Any bonds are subject to acceptable review of the contract terms and conditions, bond forms, confirmation of financing, and any other underwriting considerations at the time of the request. It should be understood that any arrangement for bonds is strictly a matter between Insituform Technologies, LLC and Travelers Casualty and Surety Company of America. We assume no liability to third parties or to you if for any reason we do not execute said bonds.

Please feel free to contact me if you have any specific questions regarding Insituform Technologies, LLC or their surety bond program.

Sincerely,

Andrew P. Thome, CEO

SECTION 2

Subcontractors

Insituform®
An azuria Water Solutions Company

Subcontractors

Insituform Technologies plans to utilize Paxon Energy & Infrastructure for this project.

https://paxonengineering.com/

Paxon will handle the pigging and cleaning of the 16" DI water main.

Insituform®
An azuria Water Solutions Company

March 30, 2026

SECTION 3

Primus Line® Brochures

Insituform®
An azuria Water Solutions Company

PRIMUS LINE

The prime solution for pipes.

Water

Primus Line® – Flexible technology for the trenchless rehabilitation of pressure pipes

- ✓ Potable water
- ✓ Firefighting water
- ✓ Industrial water
- ✓ Sea water Waste
- ✓ water

Gas

Oil

Industry

NSF/ANSI 61

Drinking Water

PROUD MEMBER NASSCO

AWWA MEMBER

PRIMUS LINE® WATER

APPLICATION

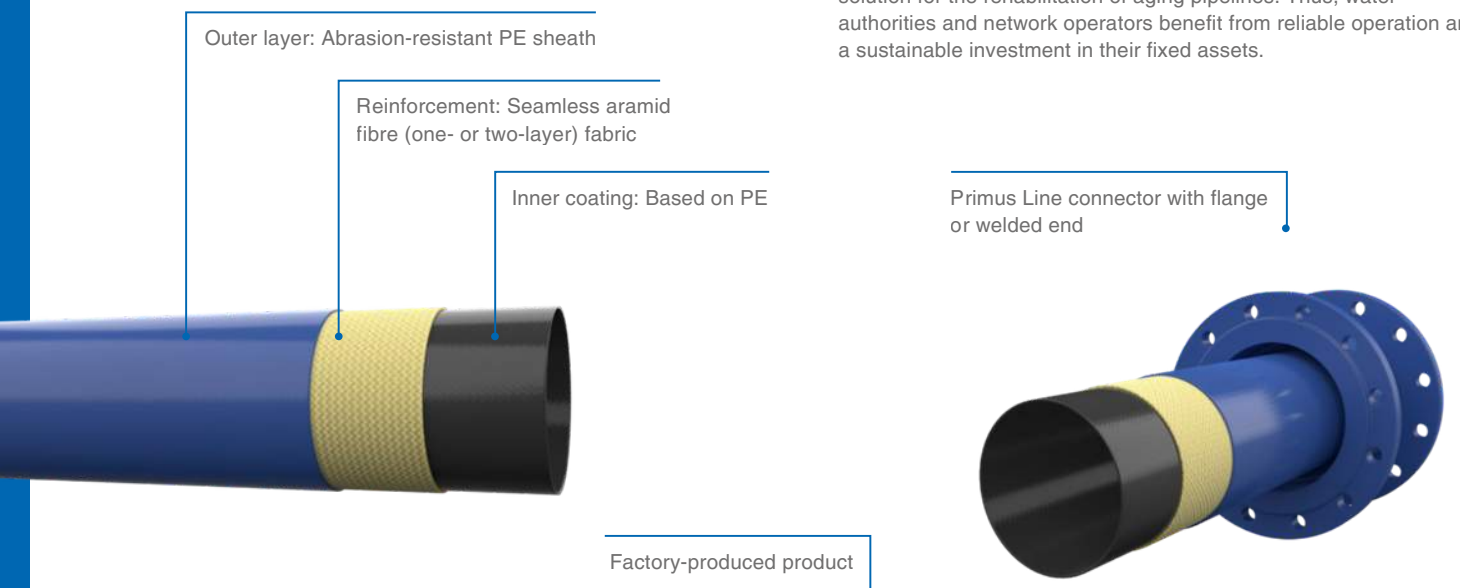
Pipeline rehabilitation made easy

Primus Line® is an innovative technology for the trenchless rehabilitation of pressure pipelines for different media such as water, gas and oil. The process is based on a flexible high-pressure pipe and a connection technology developed specifically for this system.

Primus Line® is suitable for the transportation of various liquids in the field of water and holds drinking water approvals in numerous countries.

The ideal flow characteristics caused by an extremely smooth inner coating and the optimized systems for high-, medium- and low-pressure requirements make Primus Line® an economical solution for the rehabilitation of aging pipelines. Thus, water authorities and network operators benefit from reliable operation and a sustainable investment in their fixed assets.

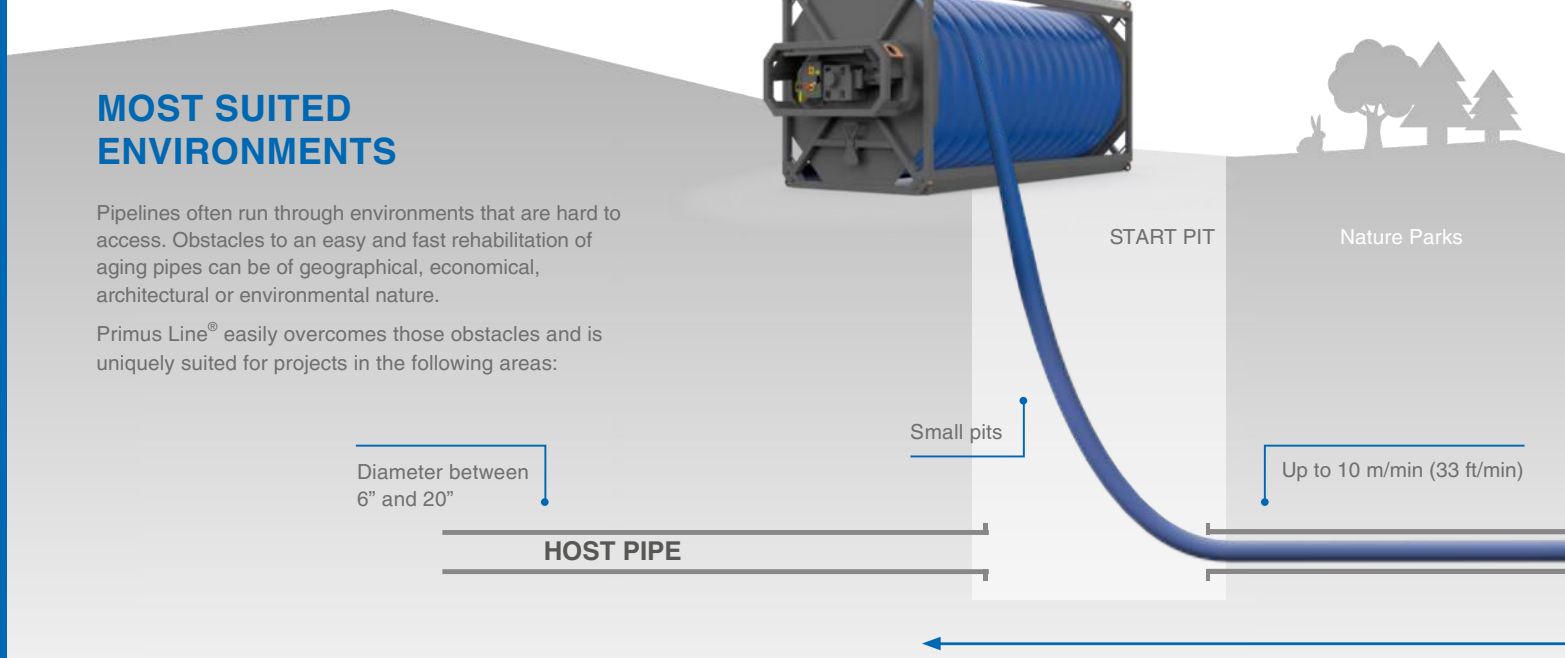
FEATURES



MOST SUITED ENVIRONMENTS

Pipelines often run through environments that are hard to access. Obstacles to an easy and fast rehabilitation of aging pipes can be of geographical, economical, architectural or environmental nature.

Primus Line® easily overcomes those obstacles and is uniquely suited for projects in the following areas:



PRIMUS LINE

The prime solution for pipes.

Save time and money!

• Installation speeds of up to 10 meters per minute (33 feet per minute) • Up to 2,500 meters (approx. 8,200 feet) per pull • Quick re-commissioning for minimal time of service interruption • Low pre-investment for installers

Simplify the engineering process!

• Installation through multiplebendsof up to 45° • Withstands thermal expansion of the host pipe and seismic movement • Fully flexible seamlessly woven aramid fabric

Protect the environment and the neighborhood!

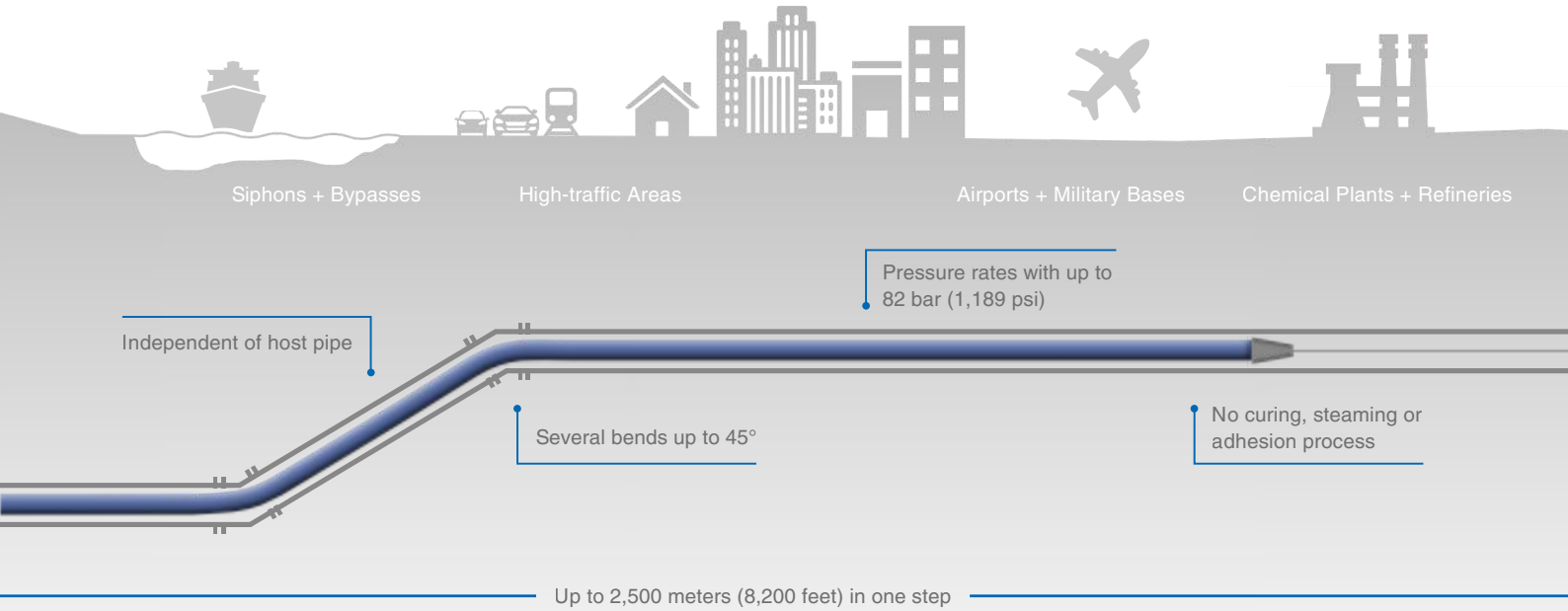
• Minor installation footprint • Small pits and reduction of road work • Reduced use of machinery • Decreased impact on traffic • Minimal disturbance of daily life around

Increase your pressure rates!

• Burstpressure rates up to 206bar(2,987psi) • Operating pressure up to 82 bar (1,189 psi) • Independent of host pipe

Extend the service life!

• 100%quality control during the manufacturing process and before shipping • No curing, steaming or adhesion process • Independent of weather conditions during installation • 50⁺-year lifetime



SECTION 4

Installer Certifications

Insituform®
An azuria Water Solutions Company

CERTIFICATE Nr: 200211

Confirmation to

Mr. Jeff Settle

Azuria Water Solutions
580 Goddard Avenue
St. Louis, MO 63005
United States

PRIMUS LINE

was trained to install the Primus Line© System Low Pressure, Medium Pressure and High Pressure for gas, oil and water applications in a host pipe.

The theoretical and the practical training was done by Mr. Robert Goletz.

The training course was performed in St. Louis MO, USA from March 29th – 30th, 2022.

The Primus Line training included:

- **The STOP in the inner and outer coating of Primus Line**
- **Assembling of the Primus Line steel wire**
- **Inserting the pre-folded liner by using a Primus Line steel wire**
- **Assembling the Primus Line pulling head**
- **Inserting the pre-folded liner**
- **Instructions to work with pressurized air, pneumatic pipe stoppers and pressure control valves**
- **Pressurizing the Primus Line liner with compressed air**
- **Assembling the low pressure (M) connector equipped with flanges**
- **Dismantling the low pressure (M) connector**
- **Assembling the medium and high pressure (R) connector equipped with flanges (flange at connector core and at external sleeve)**
- **The resin "Diamant" operating the dispenser and filling the pressing cylinder**
- **Cleaning of the pressing cylinder**

Cham, April 12th, 2022

Rädlinger primus line GmbH
Robert Goletz
(Technical Director)

CERTIFICATE Nr: 200212

Confirmation to

Mr. Danny Mainard

Azuria Water Solutions
580 Goddard Avenue
St. Louis, MO 63005
United States

PRIMUS LINE

was trained to install the Primus Line© System Low Pressure, Medium Pressure and High Pressure for gas, oil and water applications in a host pipe.

The theoretical and the practical training was done by Mr. Robert Goletz.

The training course was performed in St. Louis MO, USA from March 29th – 30th, 2022.

The Primus Line training included:

- **The STOP in the inner and outer coating of Primus Line**
- **Assembling of the Primus Line steel wire**
- **Inserting the pre-folded liner by using a Primus Line steel wire**
- **Assembling the Primus Line pulling head**
- **Inserting the pre-folded liner**
- **Instructions to work with pressurized air, pneumatic pipe stoppers and pressure control valves**
- **Pressurizing the Primus Line liner with compressed air**
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- **Assembling the medium and high pressure (R) connector equipped with flanges (flange at connector core and at external sleeve)**
- **The resin "Diamant" operating the dispenser and filling the pressing cylinder**
- **Cleaning of the pressing cylinder**

Cham, April 12th, 2022

Rädlinger primus line GmbH
Robert Goletz
(Technical Director)

SECTION 5

Work Plan & Bid Schedule

Insituform®
An azuria Water Solutions Company

March 30, 2026

Wharton Smith
P.O. Box 471028
Lake Monroe, FL 32747-1028

RE: City of Port Orange, Florida – 16” Water Main Rehabilitation

Dear Wharton-Smith,

Port Orange's 16” transmission main is a critical component of the city’s water distribution network. Its rehabilitation requires a partner with proven technical expertise, pressure-pipe experience, and a deep understanding of trenchless renewal. Insituform Technologies, LLC (Insituform) is uniquely positioned to meet that challenge. As the pioneer of cured-in-place pipe (CIPP) technology and the industry leader in trenchless pipeline rehabilitation, we combine global innovation with local delivery to restore vital infrastructure safely, efficiently, and with minimal disruption to the community.

For this project, our team will deliver a fully engineered, FFRP (Primus® Line) trenchless design capable of withstanding long-term service requirements. Primus systems have been successfully applied in thousands of linear feet of pressure and potable waterline renewals across North America. General Superintendent Jeff Settle leads our efforts, working alongside Brandt Curvel to ensure seamless coordination and technical oversight. Our field team includes lead General Superintendent Danny Mainard, Superintendent Dan Kulp, Justin Kulp, and Ryan Drullinger. Each team member brings specialized expertise in Primus installs with transmission mains. Together, they represent a field-proven team committed to technical precision, schedule reliability, and a zero-compromise approach to safety and quality.

We acknowledge receipt of Addendum 1 and 2. With local resources, national backing, and unmatched FFRP experience, we are ready to help Port Orange restore this essential transmission main to full service and reliability. **Insituform will be solely responsible for pressure testing the Primus Liner after installation at a 150 psi for two hours.**

Sincerely,

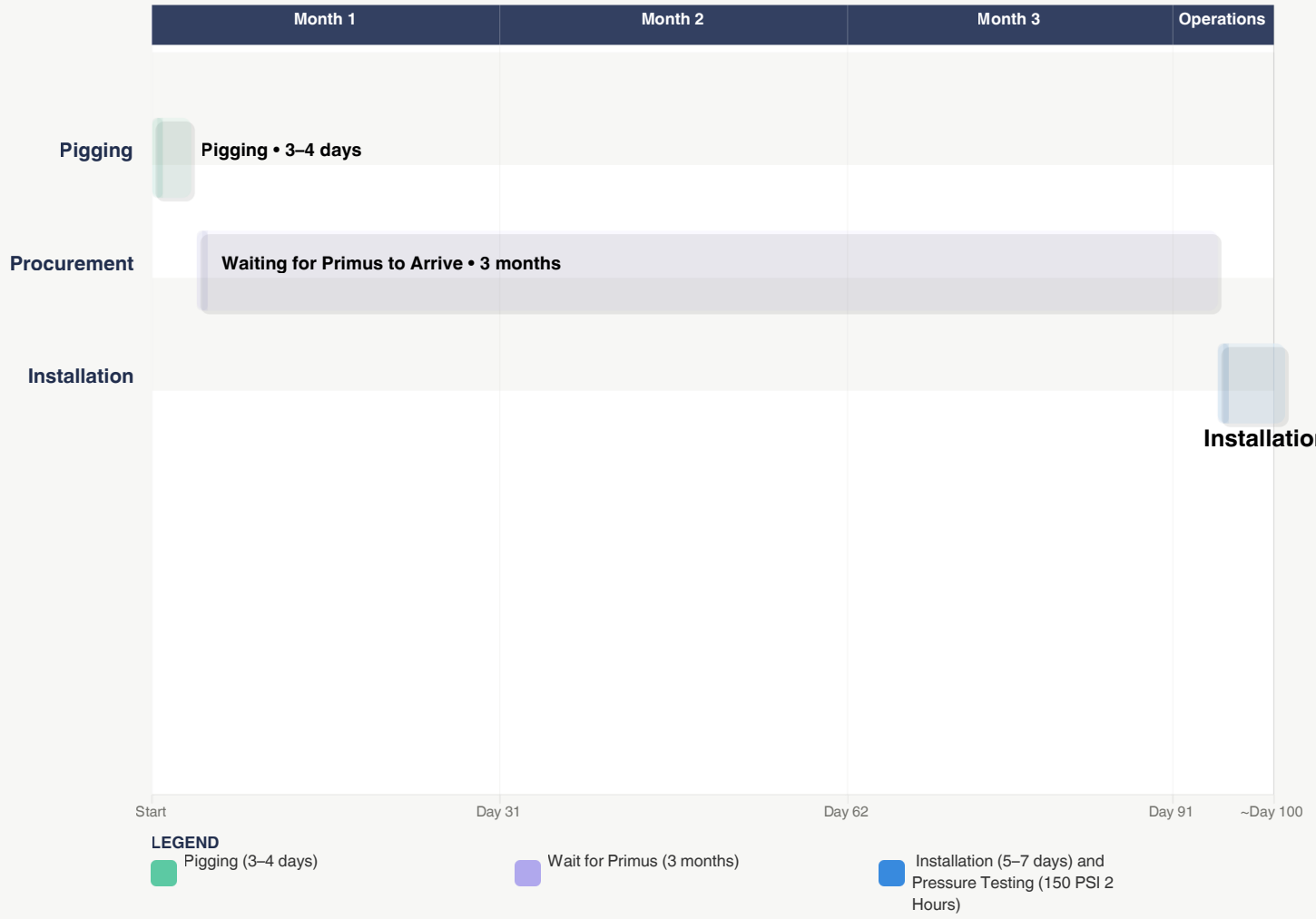
Dave Raymond

Dave Raymond | Commercial Manager
draymond@azuria.com | Mobile: 904.465.3267 | Fax: 904.292.3198
6966 Business Park Blvd. | Jacksonville, FL 32256

BID SCHEDULE

Pipeline Operations — Phased Timeline

Project Timeline
3 Phases



Confidential | For Tender Use Only

SECTION 6

Resumes

Insituform®
An azuria Water Solutions Company

JEFF SETTLE

General Superintendent

Education

- High school graduate

Years of Industry Experience

- 1998 - current

Years of Similar Project Experience

- 1998 - current

Certifications

- Confined Space Entry
- OSHA – 10-hour course
- OSHA – 30-hour course
- Lull & forklift certificate
- Trenching & Shoring Compliance with 29 CFR Part 1926.650
- American Safety & Health Institute – CPR
- American Safety & Health Institute – FA
- Class A CDL
- HAZWOPER Certification

Contact

580 Goddard Ave.
Chesterfield, MO 63005
314-228-5431
jsettle@azuria.com

Jeff Settle has 25 years of field and operational experience with CIPP installations at Insituform Technologies. His operational experience includes specializing in small, medium, and large diameter gravity and pressure CIPP installation/testing.

His specific duties and responsibilities include:

- Bid Review
- Subcontracting
- Project Scheduling
- Oversee equipment maintenance
- Managing/coordinating crews
- Ordering job site materials

Highlights of Related Project Experience

Project: NASA

Client / Location: Cleveland, OH
Duration: 30 days year 2023
Role: Superintendent
Description: Rehab of existing 48” pressure pipe CIPP
Total footage: 1,000 LF
Contract value: $ 2.1 million
*Voted “Project of the Year” by Trenchless Technologies Magazine

Project: Grand Canyon

Client / Location: Grand Canyon National Park, AZ
Duration: 1 week year 2023
Role: Superintendent
Description: Rehab of existing 6” reclaimed water line with Primus Line
Total footage: 9,000 LF
Contract value: $ 4.5 million

Project: North Charleston Sewer Project

Client / Location: Charleston, SC
Project Duration: 2022- 2023
Project Role: Superintendent
Project Description: Rehab of existing 30” pressure pipe CIPP
Total footage: 9,000 LF
Contract value: $ 12 million

BRANDT CURVEL

Project Manager

Education

- Univ. of N. Florida - BA in Marketing

Years of Industry Experience

- 1998 - current

Years of Similar Project Experience

- 1998 - current

Certifications

- Confined Space Entry
- OSHA – 10-hour course
- Trenching & Shoring Compliance with 29 CFR Part 1926.650
- JEA - Safety Leadership Development

Contact

580 Goddard Ave.
Chesterfield, MO 63005
904-886-3737
bcurvel@azuria.com

Brandt Curvel has 24 years of field and operational experience at Insituform Technologies. He controls and directs field crews specifically trained in all aspects of sewer evaluation and rehab work. He is directly responsible for the daily execution of the fieldwork and the collection of field-related data

His specific duties and responsibilities include:

- Scheduling projects
- Managing subcontractor work
- Project Scheduling

Highlights of Related Project Experience

Project: NASA

Client / Location: Cleveland, OH
Duration: 30 days year 2023
Role: Superintendent
Description: Rehab of existing 48” pressure pipe CIPP
Total footage: 1,000 LF
Contract value: $ 2.1 million

Project: Grand Canyon

Client / Location: Grand Canyon National Park, AZ
Duration: 1 week year 2023
Role: Superintendent
Description: Rehab of existing 6” reclaimed water line with Primus Line
Total footage: 9,000 LF
Contract value: $ 4.5 million

Project: North Charleston Sewer Project

Client / Location: Charleston, SC
Project Duration: 2022- 2023
Project Role: Superintendent
Project Description: Rehab of existing 30” pressure pipe CIPP
Total footage: 9,000 LF
Contract value: $ 12 million

DANNY MAINARD

Superintendent

Education

- High school graduate

Years of Industry Experience

- 2005 - current

Years of Similar Project Experience

- 2005 - current

Certifications

- Confined Space Entry
- OSHA – 10-hour course
- OSHA – 30-hour course
- Lull & forklift certificate
- Trenching & Shoring Compliance with 29 CFR Part 1926.650
- American Safety & Health Institute – CPR
- American Safety & Health Institute – FA
- Class A CDL
- HAZWOPER Certification

Contact

580 Goddard Ave.
Chesterfield, MO 63005
816-8057941
dmainard@azuria.com

Danny Mainard has 20+ years of field and operational experience with CIPP installations at Insituform Technologies. His operational experience includes specializing in small, medium, and large diameter gravity and pressure CIPP installation/ testing.

His specific duties and responsibilities include:

- Looking at job sites
- Assisting & managing crews
- Attending bid calls
- Assisting with vehicles, maintenance & equipment
- Coordinating crew equipment & logistics
- Ordering job site materials

Highlights of Related Project Experience

Project: NASA

Client / Location: Cleveland, OH
Duration: 30 days year 2023
Role: Superintendent
Description: Rehab of existing 48” pressure pipe CIPP
Total footage: 1,000 LF
Contract value: $ 2.1 million
*Voted “Project of the Year” by Trenchless Technologies Magazine

Project: Grand Canyon

Client / Location: Grand Canyon National Park, AZ
Duration: 1 week year 2023
Role: Superintendent
Description: Rehab of existing 6” reclaimed water line with Primus Line
Total footage: 9,000 LF
Contract value: $ 4.5 million

Project: North Charleston Sewer Project

Client / Location: Charleston, SC
Project Duration: 2022- 2023
Project Role: Superintendent
Project Description: Rehab of existing 30” pressure pipe CIPP
Total footage: 9,000 LF
Contract value: $ 12 million

Project: VDOT Tunnel Project

Client / Location: Virginia Dept. of Transportation
Project Duration: 2020
Project Role: General superintendent
Project Description: Rehab of existing 8” Thermal pipe
Total footage: 7,400 LF
Contract value: $ 2.1 million

JUSTIN KULP

Superintendent

Education

- High school graduate (2007)
- Aircraft Structural Maintenance Technology School (2008)
- Military - Air Guard (2008-2014)

Years of Industry Experience

- 11 years

Years of Similar Project Experience

- 11 years

Certifications

- Confined Space Entry
- OSHA – 10-hour course
- OSHA – 30-hour course
- Trenching & Shoring Compliance with 29 CFR Part 1926.650
- American Safety & Health Institute – CPR
- American Safety & Health Institute – FA
- Class A CDL
- HAZWOPER Certification
- Hazmat license
- Iowa State Railroad Certification

Contact

580 Goddard Ave.
Chesterfield, MO 63005
816-805-7941
jkulp@azuria.com

Justin Kulp has 11+ years of field and operational experience with CIPP installations at Insituform Technologies. His operational experience includes specializing in small, medium, and large diameter Over-the-Hole wetout and installation applications.

His specific duties and responsibilities include:

- Looking at job sites
- Assisting & managing crews
- Attending bid calls
- Assisting with vehicles, maintenance & equipment

Highlights of Related Project Experience

Project: DC Water PCCP Emergency Rehab - Anacostia Park

Client / Location: Washington, D.C. (DC Water)
Duration: 2024-2025
Role: Superintendent
Description: Rehab of 30" pipe
Total footage: 600 LF
Contract value: $ 745,000

Project: OCSD Gisler-Red Hill Interceptor & Baker Forcemain Rehab

Client / Location: Orange County, CA (OC Sanitation District)
Project Duration: 2024- 2025
Project Role: Superintendent
Project Description: Rehab of existing 42” pipe
Total footage: 12,400 LF
Contract value: $ 20 million

Project: El Paso - Montana Avenue Watermain Replacement

Client / Location: El Paso, TX
Project Duration: 2024-2025
Project Role: Superintendent
Project Description: Rehab of existing 8” & 12" pipe
Total footage: 8,000 LF
Contract value: $ 13 million

DAN KULP

General Superintendent

Education

- High school graduate

Years of Industry Experience

- 2013 - current

Years of Similar Project Experience

- 2010 - current

Certifications

- Confined Space Entry
- OSHA – 10
- Lull & forklift certificate
- Trenching & Shoring Compliance with 29 CFR Part 1926.650
- American Safety & Health Institute - CPR
- American Safety & Health Institute – FA
- Class A CD
- HAZWOPER Certification

Contact

580 Goddard Ave.
Chesterfield, MO 63005
314-370-9714
dkulp@azuria.com

Dan Kulp has 11+ years of field and operational experience with CIPP installations at Insituform Technologies. His operational experience includes specializing in small, medium, and large diameter gravity and pressure CIPP installation/ testing.

His specific duties and responsibilities include:

- Bid Review
- Subcontracting
- Project Scheduling
- Oversee equipment maintenance
- Managing/ coordinating crews
- Ordering job site materials

Highlights of Related Project Experience

Project: NASA

Client / Location: Cleveland, OH
Duration: 30 days year 2023
Role: Superintendent
Description: Rehab of existing 48” pressure pipe CIPP
Total footage: 1,000 LF
Contract value: $ 2.1 million
*Voted “Project of the Year” by Trenchless Technologies Magazine

Project: Grand Canyon

Client / Location: Grand Canyon National Park, AZ
Duration: 1 week year 2023
Role: Superintendent
Description: Rehab of existing 6” reclaimed water line with Primus Line
Total footage: 9,000 LF
Contract value: $ 4.5 million

Project: North Charleston Sewer Project

Client / Location: Charleston, SC
Project Duration: 2022- 2023
Project Role: Superintendent
Project Description: Rehabilitation of existing 30” pressure pipe CIPP
Total footage: 9,000 LF
Contract value: $ 12 million

SECTION 7

Primus Line® References

Insituform®
An azuria Water Solutions Company

Primus Line Installations

By Insituform Technologies

Client / Location: National Renewable Lab (15013 Denver W. Pkwy Golden, CO)
Scope / Cost: 2,650 LF of 10” DIP with 6” Primus | $1 million
Date: January 2026
Contact: Audrey Murray, Mortenson PE | Audrey.murray@mortenson.com | 574-360-9204

Client / Location: La Crosse, WI (400 La Crosse St, La Crosse, WI 54601)
Scope / Cost: 2,900 LF of 14” FM | $2 million
Date: June 2025
Contact: Brian Hein, Assistant Super - WWTP | 608.789.7323 | heinb@cityoflacrosse.org

Client / Location: Johnson County, KS (206 S. Main St. Johnson City, KS 67855)
Scope / Cost: 1,700 LF of 10” Potable Cast Iron | $900,000
Date: July 2025
Contact: Brandon Morris | 913.207.5234 | brandon.morris@jcw.org

Client / Location: Colorado Springs, CO (107 N Nevada Ave, Colorado Springs, CO
Scope / Cost: 545 LF of 8” Primus DIP | $300,000
Date: 2025
Contact: Natalie Crock, PE | ncrock@csu.org | 719-668-4675

Client / Location: Golden, CO (911 10th St, Golden, CO 80401)
Scope / Cost: 444 LF of 6” Potable for Cast Iron | $250,000
Date: June 2024
Contact: Les Major, Director | 303-384-81740| lmajor@ci.golden.net

Client / Location: Wood Dale, IL (404 N. Wood Dale Rd, Wood Dale, IL 60191)
Scope / Cost: 2,785 LF of 10” Sewer Force Main Iron Pipe | $1.5 million
Date: August 2024
Contact: Brad Kittilson | 630-350-3542 | bkittilson@ci.wood-dale.us

Client / Location: JEA, FL (225 N. Pearl St., Jacksonville, FL 32202)
Scope / Cost: 400 LF of 16” Potable Bridge Crossing Potable (Steel) | $500,000
Date: January 2024
Contact: Scott Anaheim | 904-665-8415 | anahsa@jea.com

Primus Line Installations

By Insituform Technologies

Client / Location: New Bedford (256 Samuel Barnett Blvd, N. Darmouth, MA 02747)
Scope / Cost: 600 LF of 12" DIP Sewer FM | $400,000
Date: April 2023
Contact: Jim Costa | 508-979-1550| jcosta@newbedford-ma.gov

Client / Location: West Springfield, MA (26 Central St. West Springfield, MA 01089)
Scope / Cost: 400 LF of 16-in Asbestos Cement (AC) Raw Water Main | $375,000
Date: April 2023
Contact: Connor Knightly | 413-263-3249 | cknightly@townofwestspringfield.org

Client / Location: Lee's Summit, MO (220 SE Green St, Lee Summit, MO 64063)
Scope / Cost: 3,600 LF of 16-in & 18-in DIP Sewer FM (2 lengths. 1,800 LF each) | $3.25 million
Date: February 2023
Contact: Amanda Bagwell | 816-969-1918 | Amanda.bagwell@cityofls.com

Client / Location: North Florida, (225 N. Pearl St., Jacksonville, FL 32202)
Scope / Cost: 1,400 LF of 12-in Bridge Mounted Water Main (Steel) | $1 million
Date: April 2022
Contact: Erin Hilton-Jones | 904-608-1434 | hiltem2@jea.com

Client / Location: Oregon Capital Building, Salem, OR (900 Ct St NE, Salem, OR 97301)
Scope / Cost: Two (2) 100 LF 12-in Vertical Steel Risers inside Capital | $250,000
Date: December 2021
Contact: Doug Vanderpool, 971-803-2379, dougV@totalmechanical.com

Client / Location: Central Florida
Scope / Cost: 2,650 LF of 10" DIP with 6" Primus | $1 million
Date: October 2021
Contact: Janine Alexander | 312-388-5178 | Janine.alexander@tetratech.com

Client / Location: Corteva, Michigan (3100 James Savage Rd. Midland, MI, 48642)
Scope / Cost: 2,100 LF of 14-in Steel Pipe | $1.75 million
Date: July 2021
Contact: John Keyes, 989-954-7235, john.keyes@corteva.com

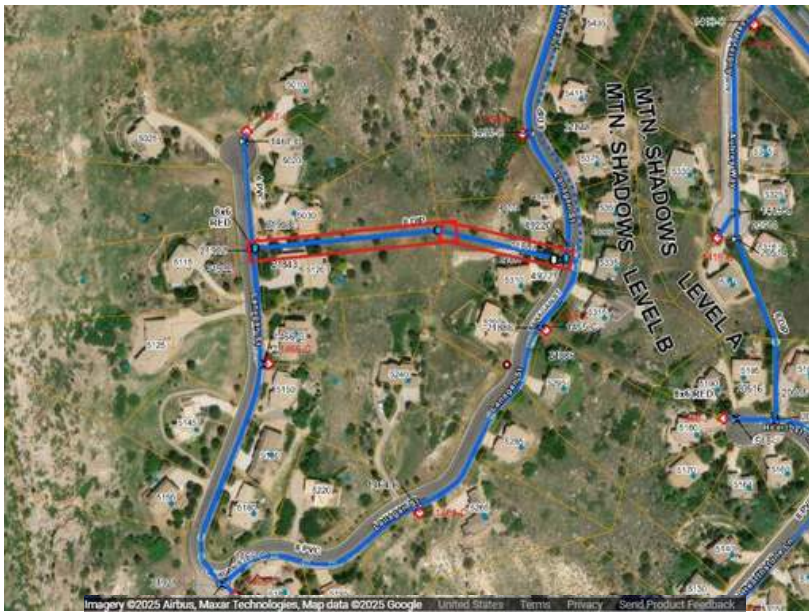
Client / Location: Golden, Colorado, (911 10th St, Golden, CO 80401)
Scope / Cost: 575 LF of 12-in Cast Iron Water Main | $500,000
Date: June 2021
Contact: Les Major | 303-384-8170 | lmajor@ci.golden.co.us

SECTION 8

Case Studies

Insituform®
An azuria Water Solutions Company

JOB REPORT



REHABILITATION IN A RESIDENTIAL AREA IN COLORADO SPRINGS

CLIENT
Colorado Springs Utilities

YEAR OF CONSTRUCTION
2025

TYPE OF CONSTRUCTION MEASURE
Rehabilitation of 535 linear feet of potable water transmission pipe under Lanagan Street between houses

OUR SERVICES
- Supply and delivery of the flexible medium-pressure Primus Liner DN 200 (ANSI/NSF 61 approved)
- Supply and delivery of Primus Line medium-pressure connectors with ANSI flanges DN 200

SITUATION
Colorado Springs Utilities had a potable water pipeline that had been compromised due to age and was decommissioned temporarily. There were mechanical faults causing leaks at the joints of the system with soil erosion and water loss in the section spanning the compromised system. The system was comprised of 535 linear feet of Griffin class 52 8" ductile iron pipe with OD of 9.05" and thickness of 0.33" for inside diameter of 8.39" ID. But with cement mortar lining, it was 8.265" ID. The pipeline had a 22-degree bend with operating pressure of 177 PSI with a hydrostatic test requirement of 227 PSI. The pipeline access points were in a residential area in the downstream pit, which required a very low profile for access and rehabilitation staging. The pipeline ran directly underneath a roadway between two driveways, so the access pits needed to be low-profile to not disrupt residents.

TECHNICAL DETAILS

Material of HostPipe:	Ductile iron with cement lining
Transported Fluid:	Potable water 9.05” OD /
Diameter of HostPipe:	8.265” ID 177 PSI MD DN200 /
Operating Pressure:	8" - W 535 LF 1 2 days
Primus Line® System:	
Total Length: Number of Sections: Installation Time:	

REHABILITATION SYSTEM

Primus Line DN 200 FFRP and 2 Primus Line® DN 200 connectors (2 x medium pressure) for reintegration into the existing water main

PROJECT DESCRIPTION

The primary factor was accessibility, given the bend in the middle of the pipeline and the pressures at this location. See the visual highlighting the rehabilitated section in the red polygon. Although this was a redundant main, it could not be abandoned due to fire flow requirements for the hydrant at the dead-end (1467- C).

The main itself was situated behind homes on a steep hillside, with a 22.5-degree bend at the steepest section. Because of the terrain, there were significant concerns about moving heavy machinery through the area if the city pursued open-cut replacement. This led them to evaluate lining options.

Initially, Colorado Springs considered Class 4 liners; however, it would have required a pit at the fitting, located in the middle of the hillside behind residential properties. Additionally, most Class 4 liners are limited to 150 psi, which was below the project’s pressure requirements.

Given these site restrictions and pressure considerations, the most suitable solution was Primus Line®.

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Insituform®
An azuria Water Solutions Company

Primus Line Powers Water Reliability in the Grand Canyon

CASE STUDY

In the fall of 2023, the National Park Service was faced with leaks from pressurized water pipelines in a reclamation area of the Grand Canyon. The reclaimed water is essential to local wildlife and critical tourism destinations in and around the park and serves the restaurants and hotels inside the national park.

With initial information in hand, Insituform Technologies suggested installing cured-in-place pipe (CIPP) to rehabilitate the critical water lines.

However, following site visits, significant challenges – including terrain and the presence of wildlife – were apparent. The rough terrain presented multiple access issues for CIPP equipment, and the client needed the project to be completed on an accelerated timeline.

With more information in hand, the team determined that Primus Line was the best approach with its limited access requirements, smaller footprint, and shorter install time.

In just two weeks, the teams successfully installed 5,500 linear feet of 6” diameter and 800 linear feet of 8” Primus Line liner.

The finished pipe passed key pressure tests, reclaimed water line leaks were eliminated, disruptions at the park were minimal; in fact, the rehabilitation project timeline was reduced by 50% versus the original project plan.

THANK YOU

Insituform®

An azuria Water Solutions Company

SECTION 4 – RISK REGISTER

WHARTON-SMITH

Risk Register

Project: Force Main River Crossing **Project Phase: GMP** **Date:**

Risk Identification			Risk Assessment				Risk Control Measures	Risk Allocation					Comments / Notes
ID No.	Risk Issue	Risk Type	Status	Potential Cost Impact	Potential Schedule Impact	Probability (0-100%)	Risk Mitigation Strategy	Risk Owner	Weighted Cost Exposure (Prob x PCI)	Cost Offset By Allowance	Cost Offset By Contingency	Unmitigated Cost Exposure	
General Items													
1	Adverse Weather	Adverse Weather	New	$38,070	10	100%	Provide for reasonable float in schedule and create emergency response plan.	Owner	$38,070		$38,070	$0	
2	Permitting Delays	Permitting	New	$57,105	15	25%	Engage Agency and Shareholders early in process and promote transparent communication. Obtain all permits prior to mobilization.	Owner	$14,276		$14,276	$0	
3	Utility Delays	Other	New	$19,035	5	25%	Engage Utility Company early in process to assist in finalizing design and expediting procurement.	Owner	$4,759		$4,759	$0	
4	Procurement / Delivery Delays	Procurement	New	$57,105	15	40%	Early procurement on key equipment and materials. Includes submittal approval delays.	Contractor	$22,842		$22,842	$0	
5	Construction Delays / Subcontractor Performance	Construction Schedule	New	$76,140	20	50%	Select qualified subcontractors with adequate resources and engage them in Wharton-Smith's production planning system on a weekly basis.	Contractor	$38,070		$38,070	$0	
6	Critical Path Delays - Owner Evaluation and Decision Making	Construction Schedule	New	$57,105	15	10%	Owner representative must be responsible for timely decisions and issuing contract amendments in a timely manner for procurement to be expedited.	Owner	$5,711		$5,711	$0	
Final Design Items													
7	Unanticipated Design Requirements After GMP	Design	New	$107,105	15	15%	Limit scope to only those items identified in bid documents.	Owner	$16,066		$16,066	$0	
Project Execution Items													
8	Material Escalations (HDPE)	Price Escalation	New	$199,800	0	100%	Expedite the start of construction, issuance of subcontracts and POs, and early procurement.	Contractor	$199,800		$199,800	$0	
9	Latent Defects (Manufacturing)	Quality	New	$48,070	10	20%	Inspect fabrications in shop (prior to delivery) where possible.	Contractor	$9,614		$9,614	$0	
10	Piping Conflicts	Constructability	New	$50,000	0	80%	Underground conflict review drawings and tables should be developed to identify piping conflicts and rerouting options.	Contractor	$40,000		$40,000	$0	
11	Unforeseen Subsurface Conditions	Unknown Site Conditions	New	$88,070	10	100%	Perform Subsurface Utility Exploration where possible to identify and locate existing conditions and conflicts prior to construction.	Owner	$88,070		$88,070	$0	
12	Restoration / Patching of Collateral Damage	Undefined Scope	New	$150,000	0	100%	Perform layout and use proper demo equipment for cutting and restore affected areas back to normal.	Contractor	$150,000		$150,000	$0	
13	Frac-out or inadvertent returns during HDD under Halifax River	Other	New	$68,070	10	35%	Implement and adhere to the Frac-Out Plan (Appendix A); maintain containment and emergency response kits on site	Contractor	$23,825		$23,825	$0	
14	Subaqueous HDD alignment or depth deviation	Other	New	$38,070	10	35%	Engage experienced HDD contractor; require pre- and post- bore as-builts; consider pilot bore tracking and alignment checks	Contractor	$13,325		$13,325	$0	
15	Impact to adjacent private properties, landscaping, or driveways	Other	New	$78,070	10	100%	Conduct pre-construction video documentation; notify residents; promptly restore disturbed areas	Contractor	$78,070		$78,070	$0	
16	Dewatering challenges due to groundwater conditions near the river	Other	New	$57,105	15	100%	Review geotechnical data; ensure appropriate dewatering plan and standby pumping capacity	Contractor	$57,105		$57,105	$0	
17	Unknown existing piping restraint conditions/limits	Constructability	New	$19,035	5	50%	Review all asbuilt information on existing piplines that will be removed or cut and capped to potentially identify pipe restraints including any thrust blocks OR soft dig existing joints to verify	Owner	$9,518		$9,518	$0	
18	Power poles and traffic mast arms may need to be held/supported during close excavations	Constructability	New	$15,000	0	75%	Identify poles in proximity to open trench methods. Contact owner of pole and inquire about any costs to hold poles if necessary	Contractor	$11,250		$11,250	$0	
19	FDOT Road restoration requirments - Traffic light control loops, pavement overlay length	Other	New	$22,614	2	100%	Verify existing signals are connected to the control loops and determine requirments to reconnect or connect to newer control system.	Contractor	$22,614		$22,614	$0	
20	Water Connection to Dunkin Donuts requires extensive work	Construction Schedule	New	$20,000	0	100%	Identify how exsiting water service is connected and how new water meter will be connected to existing service. Asphalt? Assumed to be in scope	Shared	$20,000		$20,000	$0	
21	Existing road base on some areas may be substandard such as shells.	Constructability	New	$44,035	5	75%	Core or pothole a few selected areas to confirm road base material	Contractor	$33,026		$33,026	$0	
Bid Allowances / Excluded Scope Items			New										
22	Bid Allowance - Building Department Fees	Excluded Scope	New	$25,000	0	100%	Bid allowance to be carried in GMP.	Owner	$25,000	$25,000		$0	
23	Bid Allowance - Independent Testing	Excluded Scope	New	$25,000	0	100%	Bid allowance to be carried in GMP.	Owner	$25,000	$25,000		$0	
		PROJECT TOTALS		**$1,359,604**	**172**				**$946,009**	**$50,000**	**$896,009**	**$0**	

WHARTON-SMITH

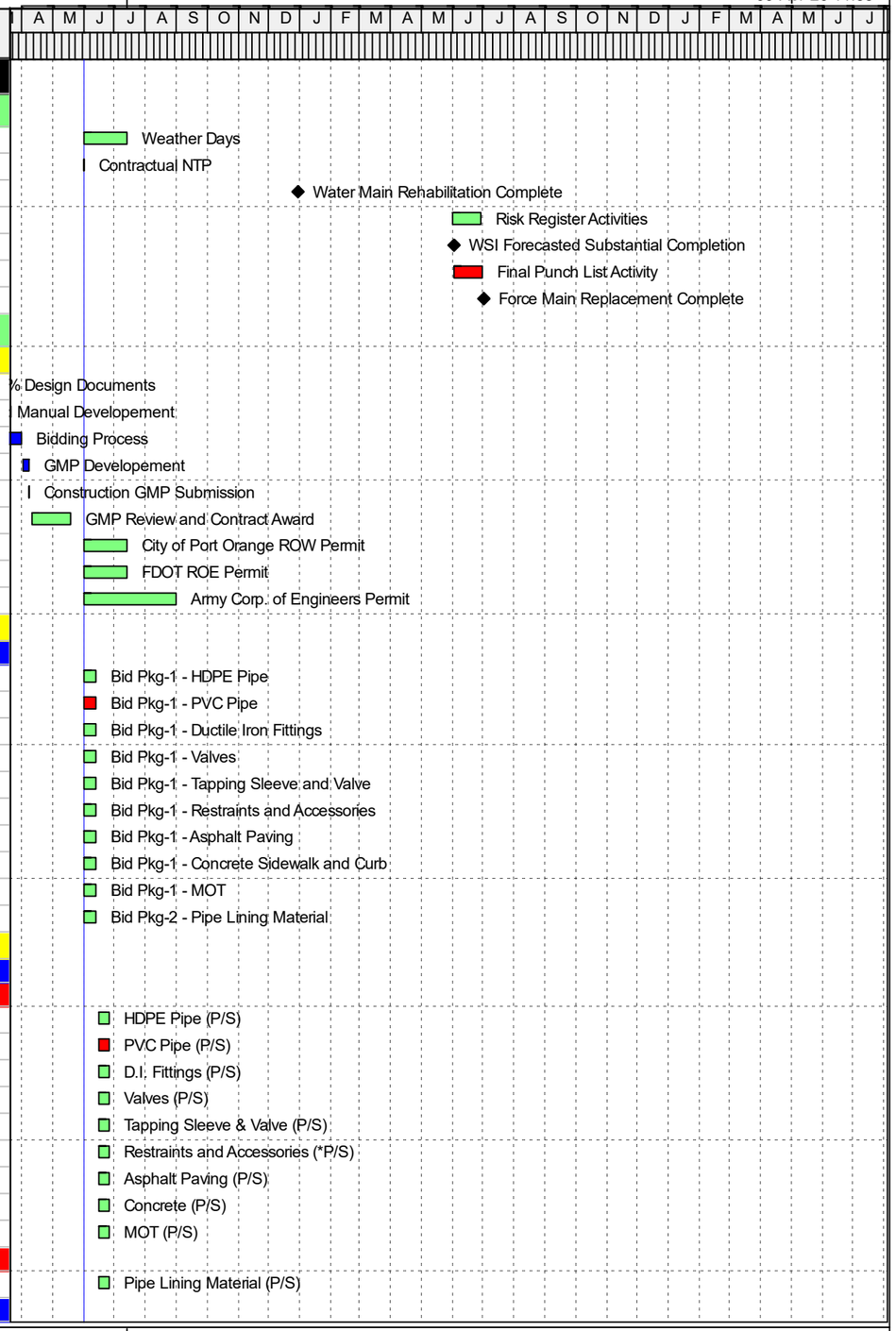
Risk Register

Project: Water Main River Crossing **Project Phase: GMP** **Date:**

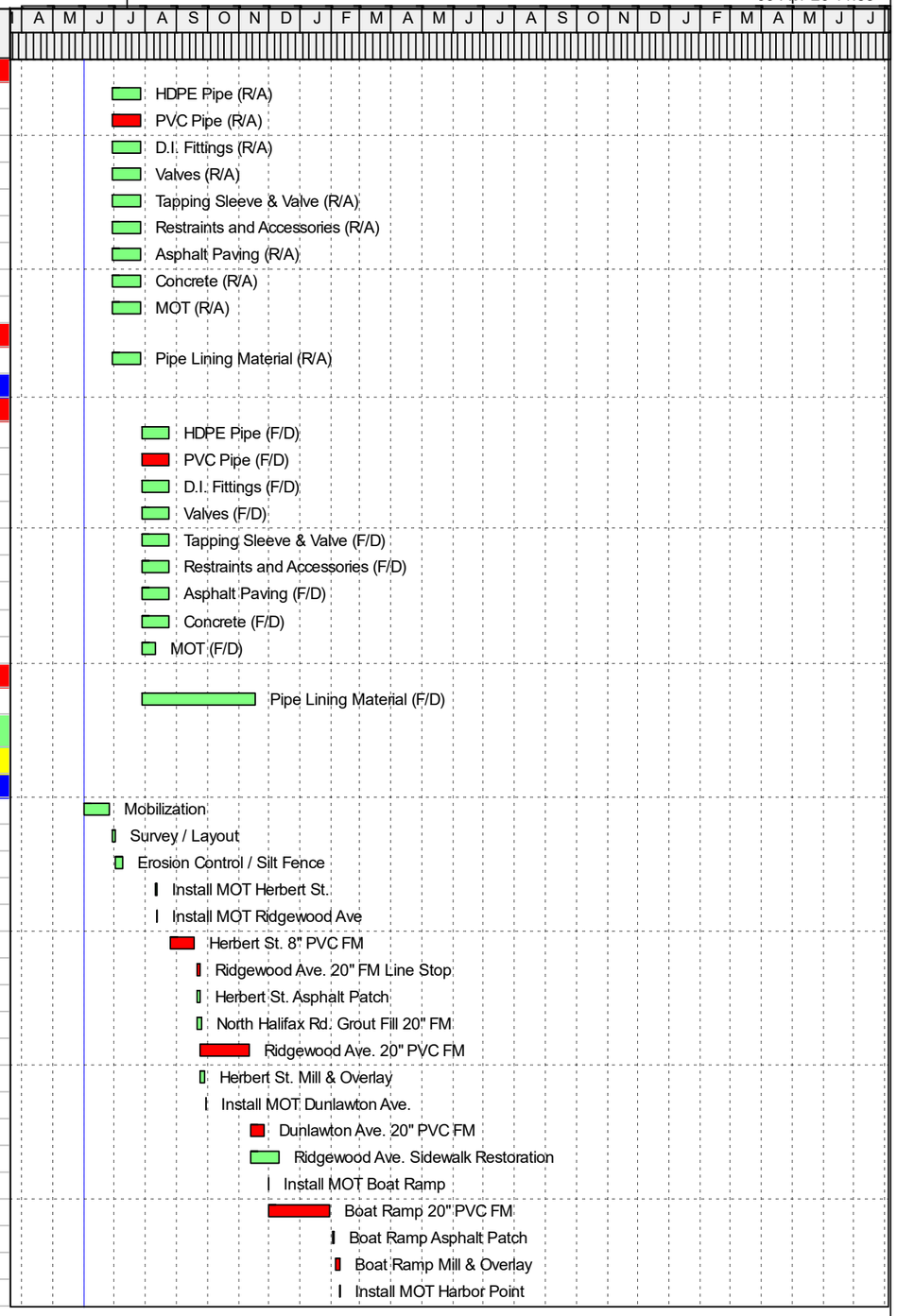
Risk Identification			Risk Assessment				Risk Control Measures	Risk Allocation					Comments / Notes
ID No.	Risk Issue	Risk Type	Status	Potential Cost Impact	Potential Schedule Impact	Probability (0-100%)	Risk Mitigation Strategy	Risk Owner	Weighted Cost Exposure (Prob x PCI)	Cost Offset By Allowance	Cost Offset By Contingency	Unmitigated Cost Exposure	
Final Design Items													
1	Unanticipated Design Requirements After GMP	Design	New	$10,000	0	25%	Limit scope to only those items identified in bid documents.	Owner	$2,500		$2,500	$0	
Project Execution Items													
2	Material Escalations	Price Escalation	New	$90,379	0	100%	Expedite the start of construction, issuance of subcontracts and POs, and early procurement.	Contractor	$90,379		$90,379	$0	
3	Latent Defects (Manufacturing)	Quality	New	$30,000	0	25%	Inspect fabrications in shop (prior to delivery) where possible.	Contractor	$7,500		$7,500	$0	
4	Piping Conflicts	Constructability	New	$10,000	0	50%	Underground conflict review drawings and tables should be developed to identify piping conflicts and rerouting options.	Contractor	$5,000		$5,000	$0	
5	Unforeseen Subsurface Conditions	Unknown Site Conditions	New	$25,000	0	100%	Perform Subsurface Utility Exploration where possible to identify and locate existing conditions and conflicts prior to construction.	Owner	$25,000		$25,000	$0	
6	Restoration / Patching of Collateral Damage	Undefined Scope	New	$20,000	0	50%	Perform layout and use proper demo equipment for cutting and restore affected areas back to normal.	Contractor	$10,000		$10,000	$0	
7	Impact to adjacent private properties, landscaping, or driveways	Other	New	$35,000	0	100%	Conduct pre-construction video documentation; notify residents; promptly restore disturbed areas	Contractor	$35,000		$35,000	$0	
8	Dewatering challenges due to groundwater conditions near the river	Other	New	$25,000	0	100%	Review geotechnical data; ensure appropriate dewatering plan and standby pumping capacity	Contractor	$25,000		$25,000	$0	
9	Operating condition of existing valves on water main	Constructability	New	$75,000	0	50%	Verify exsiting valves that need to be operated during construction are working properly prior to construction.	Owner	$37,500		$37,500	$0	
Bid Allowances / Excluded Scope Items			New										
10	Bid Allowance - Independent Testing	Excluded Scope	New	$7,500	0	100%	Bid allowance to be carried in GMP.	Owner	$7,500	$7,500		$0	
		PROJECT TOTALS		**$327,879**	**0**				**$245,379**	**$7,500**	**$237,879**	**$0**	

SECTION 5 – CONSTRUCTION SCHEDULE

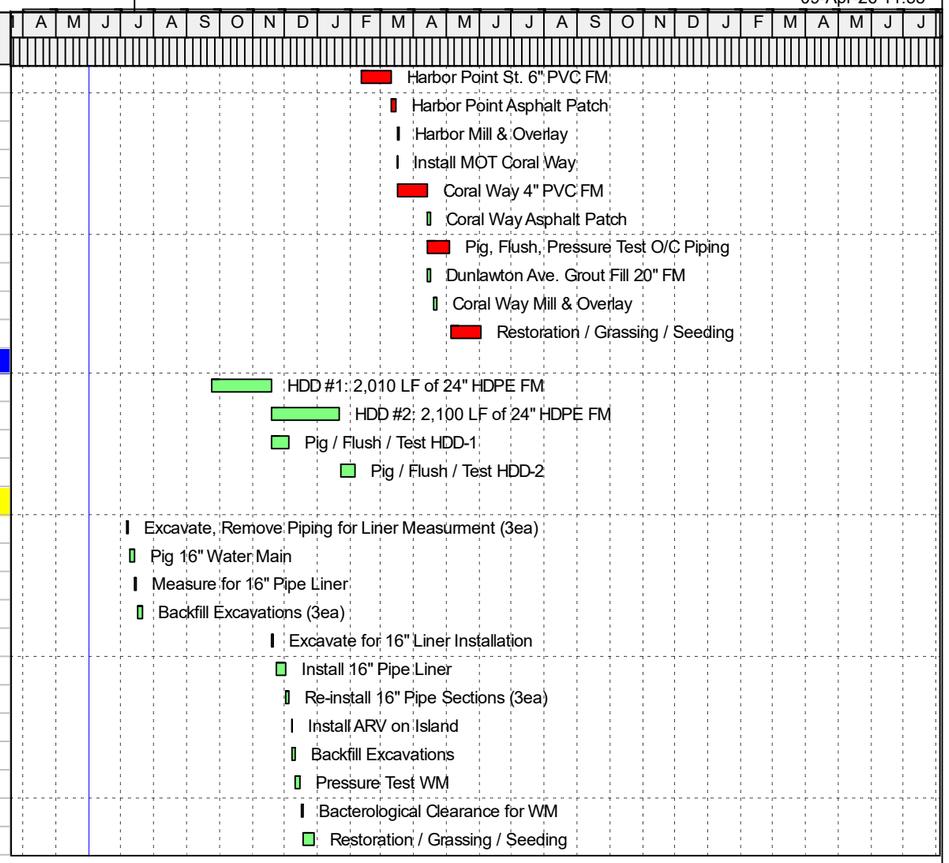
Activity ID	Activity Name	Original Duration	Remaining Duration	Total Float	Schedule % Complete	Start	Finish
Port Orange FM Repl and WM Rehab		348	310	0	0%	12-Feb-26 A	01-Jul-27
Executive Summary		273	273	0	0%	01-Jun-26	01-Jul-27
A1040	Weather Days	30	30	243	0%	01-Jun-26	13-Jul-26
A1080	Contractual NTP	0	0	0	0%	01-Jun-26*	01-Jun-26
A1010	Water Main Rehabilitation Complete	0	0	0	0%		30-Dec-26*
A1030	Risk Register Activities	20	20	2	0%	01-Jun-27*	28-Jun-27
A1020	WSI Forecasted Substantial Completion	0	0	0	0%		02-Jun-27
A1050	Final Punch List Activity	20	20	0	0%	03-Jun-27	30-Jun-27
A1000	Force Main Replacement Complete	0	0	0	0%		01-Jul-27*
Preconstruction		195	157	153	0%	12-Feb-26 A	17-Nov-26
Design, Permitting, Procurement		140	102	208	0%	12-Feb-26 A	31-Aug-26
A1110	90% Design Documents	1	0		100%	12-Feb-26 A	12-Feb-26 A
A1120	Bid Manual Developement	1	0		100%	13-Feb-26 A	13-Feb-26 A
A1130	Bidding Process	30	0		100%	17-Feb-26 A	30-Mar-26 A
A1140	GMP Developement	5	0		100%	01-Apr-26 A	07-Apr-26 A
A1150	Construction GMP Submission	0	0	245	100%	08-Apr-26	08-Apr-26
A1160	GMP Review and Contract Award	28	28	245	100%	10-Apr-26	19-May-26
A2020	City of Port Orange ROW Permit	30	30	30	0%	01-Jun-26*	13-Jul-26
A2030	FDOT ROE Permit	30	30	86	0%	01-Jun-26	13-Jul-26
A2040	Army Corp. of Engineers Permit	65	65	98	0%	01-Jun-26	31-Aug-26
Procurement / GMP		10	10	213	0%	01-Jun-26	12-Jun-26
Procurement		10	10	213	0%	01-Jun-26	12-Jun-26
A1170	Bid Pkg-1 - HDPE Pipe	10	10	103	0%	01-Jun-26	12-Jun-26
A1180	Bid Pkg-1 - PVC Pipe	10	10	0	0%	01-Jun-26	12-Jun-26
A1190	Bid Pkg-1 - Ductile Iron Fittings	10	10	213	0%	01-Jun-26	12-Jun-26
A1200	Bid Pkg-1 - Valves	10	10	213	0%	01-Jun-26	12-Jun-26
A1210	Bid Pkg-1 - Tapping Sleeve and Valve	10	10	213	0%	01-Jun-26	12-Jun-26
A1220	Bid Pkg-1 - Restraints and Accessories	10	10	213	0%	01-Jun-26	12-Jun-26
A1230	Bid Pkg-1 - Asphalt Paving	10	10	49	0%	01-Jun-26	12-Jun-26
A1240	Bid Pkg-1 - Concrete Sidewalk and Curb	10	10	173	0%	01-Jun-26	12-Jun-26
A1250	Bid Pkg-1 - MOT	10	10	8	0%	01-Jun-26	12-Jun-26
A1260	Bid Pkg-2 - Pipe Lining Material	10	10	108	0%	01-Jun-26	12-Jun-26
Submittals and Delivery		110	110	153	0%	15-Jun-26	17-Nov-26
Submittals Procure/Submit		10	10	213	0%	15-Jun-26	26-Jun-26
Bid Package #1 Force Main Contractor		10	10	213	0%	15-Jun-26	26-Jun-26
A1270	HDPE Pipe (P/S)	10	10	103	0%	15-Jun-26	26-Jun-26
A1280	PVC Pipe (P/S)	10	10	0	0%	15-Jun-26	26-Jun-26
A1290	D.I. Fittings (P/S)	10	10	213	0%	15-Jun-26	26-Jun-26
A1300	Valves (P/S)	10	10	213	0%	15-Jun-26	26-Jun-26
A1310	Tapping Sleeve & Valve (P/S)	10	10	213	0%	15-Jun-26	26-Jun-26
A1320	Restraints and Accessories (*P/S)	10	10	213	0%	15-Jun-26	26-Jun-26
A1330	Asphalt Paving (P/S)	10	10	49	0%	15-Jun-26	26-Jun-26
A1870	Concrete (P/S)	10	10	173	0%	15-Jun-26	26-Jun-26
A1880	MOT (P/S)	10	10	8	0%	15-Jun-26	26-Jun-26
Bid Package #2 HDPE Liner Contractor		10	10	108	0%	15-Jun-26	26-Jun-26
A1340	Pipe Lining Material (P/S)	10	10	108	0%	15-Jun-26	26-Jun-26
Engineer Review / Approve		20	20	213	0%	29-Jun-26	27-Jul-26



Activity ID	Activity Name	Original Duration	Remaining Duration	Total Float	Schedule % Complete	Start	Finish
Bid Package #1 Force Main Contractor		20	20	213	0%	29-Jun-26	27-Jul-26
A1350	HDPE Pipe (R/A)	20	20	103	0%	29-Jun-26	27-Jul-26
A1360	PVC Pipe (R/A)	20	20	0	0%	29-Jun-26	27-Jul-26
A1370	D.I. Fittings (R/A)	20	20	213	0%	29-Jun-26	27-Jul-26
A1380	Valves (R/A)	20	20	213	0%	29-Jun-26	27-Jul-26
A1390	Tapping Sleeve & Valve (R/A)	20	20	213	0%	29-Jun-26	27-Jul-26
A1400	Restraints and Accessories (R/A)	20	20	213	0%	29-Jun-26	27-Jul-26
A1410	Asphalt Paving (R/A)	20	20	49	0%	29-Jun-26	27-Jul-26
A1890	Concrete (R/A)	20	20	173	0%	29-Jun-26	27-Jul-26
A1900	MOT (R/A)	20	20	8	0%	29-Jun-26	27-Jul-26
Bid Package #2 HDPE Liner Contractor		20	20	108	0%	29-Jun-26	27-Jul-26
A1420	Pipe Lining Material (R/A)	20	20	108	0%	29-Jun-26	27-Jul-26
Fab and Deliver		80	80	153	0%	28-Jul-26	17-Nov-26
Bid Package #1 Force Main Contractor		20	20	213	0%	28-Jul-26	24-Aug-26
A1430	HDPE Pipe (F/D)	20	20	103	0%	28-Jul-26	24-Aug-26
A1440	PVC Pipe (F/D)	20	20	0	0%	28-Jul-26	24-Aug-26
A1450	D.I. Fittings (F/D)	20	20	213	0%	28-Jul-26	24-Aug-26
A1460	Valves (F/D)	20	20	213	0%	28-Jul-26	24-Aug-26
A1470	Tapping Sleeve & Valve (F/D)	20	20	213	0%	28-Jul-26	24-Aug-26
A1480	Restraints and Accessories (F/D)	20	20	213	0%	28-Jul-26	24-Aug-26
A1490	Asphalt Paving (F/D)	20	20	49	0%	28-Jul-26	24-Aug-26
A1910	Concrete (F/D)	20	20	173	0%	28-Jul-26	24-Aug-26
A1920	MOT (F/D)	10	10	8	0%	28-Jul-26	10-Aug-26
Bid Package #2 HDPE Liner Contractor		80	80	108	0%	28-Jul-26	17-Nov-26
A1500	Pipe Lining Material (F/D)	80	80	108	0%	28-Jul-26	17-Nov-26
Construction		253	253	0	0%	01-Jun-26	02-Jun-27
Force Main Replacement		253	253	0	0%	01-Jun-26	02-Jun-27
PVC FM Open Cut		253	253	0	0%	01-Jun-26	02-Jun-27
A1510	Mobilization	20	20	30	0%	01-Jun-26	26-Jun-26
A1520	Survey / Layout	3	3	30	0%	29-Jun-26	01-Jul-26
A1530	Erosion Control / Silt Fence	5	5	30	0%	02-Jul-26	09-Jul-26
A1930	Install MOT Herbert St.	1	1	8	0%	11-Aug-26	11-Aug-26
A1940	Install MOT Ridgewood Ave	1	1	8	0%	12-Aug-26	12-Aug-26
A1540	Herbert St. 8" PVC FM	18	18	0	0%	25-Aug-26	18-Sep-26
A1550	Ridgewood Ave. 20" FM Line Stop	3	3	0	0%	21-Sep-26	23-Sep-26
A1600	Herbert St. Asphalt Patch	3	3	31	0%	21-Sep-26	23-Sep-26
A1700	North Halifax Rd. Grout Fill 20" FM	5	5	150	0%	21-Sep-26	25-Sep-26
A1560	Ridgewood Ave. 20" PVC FM	35	35	0	0%	24-Sep-26	11-Nov-26
A1610	Herbert St. Mill & Overlay	3	3	31	0%	24-Sep-26	28-Sep-26
A1980	Install MOT Dunlawton Ave.	1	1	31	0%	29-Sep-26	29-Sep-26
A1570	Dunlawton Ave. 20" PVC FM	10	10	0	0%	12-Nov-26	25-Nov-26
A1620	Ridgewood Ave. Sidewalk Restoration	20	20	117	0%	12-Nov-26	11-Dec-26
A2010	Install MOT Boat Ramp	1	1	0	0%	30-Nov-26	30-Nov-26
A1580	Boat Ramp 20" PVC FM	40	40	0	0%	01-Dec-26	29-Jan-27
A1630	Boat Ramp Asphalt Patch	3	3	0	0%	01-Feb-27	03-Feb-27
A1640	Boat Ramp Mill & Overlay	3	3	0	0%	04-Feb-27	08-Feb-27
A1990	Install MOT Harbor Point	1	1	0	0%	09-Feb-27	09-Feb-27



Activity ID	Activity Name	Original Duration	Remaining Duration	Total Float	Schedule % Complete	Start	Finish
A1590	Harbor Point St. 6" PVC FM	20	20	0	0%	10-Feb-27	10-Mar-27
A1670	Harbor Point Asphalt Patch	3	3	0	0%	11-Mar-27	15-Mar-27
A1680	Harbor Mill & Overlay	3	3	33	0%	16-Mar-27	18-Mar-27
A2000	Install MOT Coral Way	1	1	0	0%	16-Mar-27	16-Mar-27
A1950	Coral Way 4" PVC FM	20	20	0	0%	17-Mar-27	13-Apr-27
A1650	Coral Way Asphalt Patch	3	3	9	0%	14-Apr-27	16-Apr-27
A1690	Pig, Flush, Pressure Test O/C Piping	15	15	0	0%	14-Apr-27	04-May-27
A1960	Dunlawton Ave. Grout Fill 20" FM	3	3	12	0%	14-Apr-27	16-Apr-27
A1660	Coral Way Mill & Overlay	3	3	9	0%	19-Apr-27	21-Apr-27
A1970	Restoration / Grassing / Seeding	20	20	0	0%	05-May-27	02-Jun-27
24" HDPE Directional Drill		90	90	82	0%	24-Sep-26	04-Feb-27
A1710	HDD #1: 2,010 LF of 24" HDPE FM	40	40	82	0%	24-Sep-26	18-Nov-26
A1720	HDD #2: 2,100 LF of 24" HDPE FM	40	40	82	0%	19-Nov-26	21-Jan-27
A1730	Pig / Flush / Test HDD-1	10	10	122	0%	19-Nov-26	04-Dec-26
A1740	Pig / Flush / Test HDD-2	10	10	82	0%	22-Jan-27	04-Feb-27
Water Main Rehabilitation		121	121	108	0%	06-Jul-26	28-Dec-26
A1750	Excavate, Remove Piping for Liner Measurment (3ea)	3	3	0	0%	06-Jul-26*	08-Jul-26
A1760	Pig 16" Water Main	3	3	193	0%	09-Jul-26	13-Jul-26
A1770	Measure for 16" Pipe Liner	2	2	193	0%	14-Jul-26	15-Jul-26
A1780	Backfill Excavations (3ea)	3	3	193	0%	16-Jul-26	20-Jul-26
A1790	Excavate for 16" Liner Installation	3	3	108	0%	18-Nov-26	20-Nov-26
A1800	Install 16" Pipe Liner	5	5	108	0%	23-Nov-26	01-Dec-26
A1810	Re-install 16" Pipe Sections (3ea)	3	3	108	0%	02-Dec-26	04-Dec-26
A1820	Install ARV on Island	1	1	108	0%	07-Dec-26	07-Dec-26
A1830	Backfill Excavations	3	3	108	0%	08-Dec-26	10-Dec-26
A1840	Pressure Test WM	3	3	108	0%	11-Dec-26	15-Dec-26
A1850	Bacterological Clearance for WM	2	2	108	0%	16-Dec-26	17-Dec-26
A1860	Restoration / Grassing / Seeding	5	5	108	0%	18-Dec-26	28-Dec-26



Force and Water Mains River Crossing

Guaranteed Maximum Price

May 5, 2026

Presented by Wharton-Smith (CMAR)

Wharton-Smith Contact:
Josh Burns, PE – Project Executive
jburns@whartonsmith.com

Engineer: Kimley-Horn

TABLE OF CONTENTS

SECTION 1 – EXECUTIVE SUMMARY

SECTION 2 – COST SUMMARY

SECTION 3 – BID EVALUATIONS

SECTION 4 – RISK REGISTER

SECTION 5 – CONSTRUCTION SCHEDULE

SECTION 1 – EXECUTIVE SUMMARY

May 5, 2026

Junos Reed, P.E.
City Engineer
City of Port Orange
1395 Dunlawton Ave
Port Orange, Florida 32127

Force and Water Mains River Crossing
Guaranteed Maximum Price

Dear Mr. Reed,

Wharton-Smith is pleased to submit the Guaranteed Maximum Price (GMP) for the Force and Water Mains River Crossing project. Our current construction schedule along with a comprehensive breakdown of material, equipment, subcontractor, and labor is provided in the supporting documentation following this letter. The GMP for this scope of work is valued at **$11,080,440.00**.

Please note the following clarifications regarding this proposal:

1. We have included all work in accordance with Kimley-Horn's Dunlawton Force Main Replacement and 16 in. Water Main Rehabilitation drawing sets dated March 4, 2026.
2. Please refer to Section 2 for the GMP Cost Summary, Directs, and General Conditions, which shall be considered lump sum.
3. Bid evaluations for each of the work packages have been included in Section 3 along with the proposals from each recommended bidder.
4. The contingency and allowances carried within this GMP are reflective of the proposed Risk Register included in Section 4.
5. Our current estimated duration of construction is approximately thirteen (13) months from Notice to Proceed to final completion. We have included project management staff appropriate for this project. Please reference the enclosed construction schedule in Section 5.
6. We have the following clarifications for the team's review and consideration:
    a. Storm water pollution prevention (SWPPP) is included.
    b. We have included a performance and payment bond, and insurances.
    c. It is assumed that ERP, FDEP, ACOE, & ROW permit costs are to be paid directly by owner.
    d. An allowance has been included for building permits.
    e. Pricing includes no knowledge of buried or concealed conditions beyond what is indicated or shown on documents received to date.
    f. No Davis-Bacon or other prevailing wage requirements are incorporated in the pricing at this time.
    g. No American Iron and Steel (AIS), BABA, or other federal funding provisions are incorporated in the pricing at this time.
    h. All Pricing (Labor, Material, Equipment, Subcontract) is based on current market value.
    i. Material lead times reflect current market conditions.
    j. Potential price escalations due to tariffs have not been included at this time.

k. It is assumed the existing 16 in. water main can be successfully pigged (cleaned) prior to relining. In the event line pigging is unsuccessful, repair or replacement of the affected pipe segment is excluded from this GMP.

As always, I am available to discuss at your earliest convenience.

Very respectfully,

Josh Burns, PE
Project Executive
Wharton-Smith, Inc.

SECTION 2 – COST SUMMARY

COST SUMMARY

		LABOR	EQUIPMENT	MATERIALS	SUBS	TOTALS
Total Direct Costs		$ 35,776	$ 8,450	$ 157,183	$ 7,519,354	$ 7,720,763
Total GC's		$ 1,074,011	$ -	$ -	$ 32,000	$ 1,106,011
Forcemain Allowance					$ 946,009	$ 946,009
Watermain Allowance					$ 245,379	$ 245,379
SUBTOTAL		**$1,109,787**	**$8,450**	**$157,183**	**$8,742,742**	**$10,018,162**
Bond					$ 69,584	$ 69,584
Insurance					$ 124,150	$ 124,150
Fee	**8.5%**				$ 868,544	$ 868,544
TOTAL		**$1,109,787**	**$8,450**	**$157,183**	**$9,805,020**	**$11,080,440**

Wharton–Smith, Inc.
CONSTRUCTION GROUP

JOB NAME: Force Main Replacement and WM Rehab

ESTIMATE #: 0

GENERAL CONDITIONS

DESCRIPTION	QTY	UNIT	MH/ UNIT	BASE RATE	LABOR U/P	LABOR TOTAL MH	LABOR $ AMOUNT	HR/UNIT	EQUIPMENT RATE	EQUIPMENT $ AMOUNT	MATERIAL U/P	MATERIAL $ AMOUNT	MATERIAL $ AMOUNT	SUBCONTRACTS U/P	SUBCONTRACTS $ AMOUNT	$ TOTALS
PROJECT MANAGEMENT TEAM													W/ 7% TAX			
FIELD STAFF																
General Superintendent	56	WK	4	$174.00	$696.00	226	$39,268			$0.00		$0	$0		$0	**$39,268**
Superintendent	56	WK	40	$158.00	$6,320.00	2,257	$356,574			$0.00		$0	$0		$0	**$356,574**
OFFICE STAFF				$0.00												
Project Manager	56	WK	40	$157.00	$6,280.00	2,257	$354,318			$0.00		$0	$0		$0	**$354,318**
Project Engineer	56	WK	24	$97.00	$2,328.00	1,354	$131,346			$0.00		$0	$0		$0	**$131,346**
Administrative Assistant	56	WK	4	$95.00	$380.00	226	$21,440			$0.00		$0	$0		$0	**$21,440**
OTHER STAFF				$0.00												
Executive Management	56	WK	4	$186.00	$744.00	226	$41,976			$0.00		$0	$0		$0	**$41,976**
Project Accountant	56	WK	4	$124.00	$496.00	226	$27,984			$0.00		$0	$0		$0	**$27,984**
Quality Manager	56	WK	4	$168.00	$672.00	226	$37,914			$0.00		$0	$0		$0	**$37,914**
Safety Manager	56	WK	8	$140.00	$1,120.00	451	$63,190			$0.00		$0	$0		$0	**$63,190**
RELATED MANAGEMENT COSTS																
Software Costs	1	LS		$50.00	$0.00	0	$0			$0.00		$0	$0	$32,000	$32,000	**$32,000**
				$50.00	$0.00	0	$0			$0.00		$0	$0		$0	**$0**
TOTAL GENERAL CONDITIONS						7,447	$1,074,011			$0		$0	$0		$32,000	$1,106,011

Wharton–Smith, Inc.
CONSTRUCTION GROUP

JOB NAME:	Force Main Replacement and WM Rehab
ESTIMATE #:	0

GENERAL REQUIREMENTS

DURATION = 13 MONTHS, PLANNED | 0 DIRECT MANHOURS | 0 MANWEEKS | 0 MEN

DESCRIPTION	QTY	UNIT	MH/ UNIT	BASE RATE	LABOR U/P	LABOR TOTAL MH	LABOR $ AMOUNT	EQUIPMENT HR/UNIT	EQUIPMENT RATE	EQUIPMENT $ AMOUNT	MATERIAL U/P	MATERIAL $ AMOUNT	MATERIAL $ AMOUNT W/ 7% TAX	SUBCONTRACTS U/P	SUBCONTRACTS $ AMOUNT	$ TOTALS
TEMP.FACILITIES & UTILITIES																
WATER, INSTALL AND REMOVE TEMPORARY SYSTEM	1	LS	120	$50.00	$6,000.00	120	$6,000			$0.00	**$2,000.00**	$2,000	$2,140		$0	**$8,140**
WATER, MONTHLY	13	MO		$50.00	$0.00	0	$0			$0.00	**$250.00**	$3,250	$3,478		$0	**$3,478**
ELECTRIC, INSTALL & REMOVE TEMP. SYSTEM	1	LS		$50.00	$0.00	0	$0			$0.00		$0	$0	**$10,000.00**	$10,000	**$10,000**
ELECTRIC, MONTHLY CHARGES	13	MO		$50.00	$0.00	0	$0			$0.00	**$1,000.00**	$13,000	$13,910		$0	**$13,910**
HARD WIRE INTERNET/PHONE, INSTALL & REMOVE – **W-S**	1	LS		$50.00	$0.00	0	$0			$0.00		$0	$0	**$2,500.00**	$2,500	**$2,500**
INTERNET/TELEPHONE, MONTHLY CHARGES – **W-S**	13	MO		$50.00	$0.00	0	$0			$0.00	**$500.00**	$6,500	$6,955		$0	**$6,955**
FIELD OFFICE, WHARTON SMITH INC	13	MO	5	$50.00	$250.00	65	$3,250			$0.00	**$2,500.00**	$32,500	$34,775		$0	**$38,025**
FIELD OFFICE, WHARTON SMITH – DELIVERY/RETURN	1	LS		$50.00	$0.00	0	$0			$0.00	**$7,500.00**	$7,500	$8,025	$6,000.00	$6,000	**$14,025**
JOB OFFICE SUPPLIES	13	MO		$50.00	$0.00	0	$0			$0.00	**$750.00**	$9,750	$10,433		$0	**$10,433**
COMPUTER EQUIPMENT FOR FIELD OFFICE – **W-S**	1	LS		$50.00	$0.00	0	$0			$0.00	**$5,000.00**	$5,000	$5,350		$0	**$5,350**
TOOL TRAILERS – **1 REQUIRED**	13	MO		$50.00	$0.00	0	$0			$0.00	**$200.00**	$2,600	$2,782		$0	**$2,782**
TEMPORARY TOILETS – **5 REQUIRED**	13	MO		$50.00	$0.00	0	$0			$0.00	**$1,000.00**	$13,000	$13,910		$0	**$13,910**
TEMPORARY SEWAGE HOLDING TANKS – **ENGINEER & W-S**	13	MO		$50.00	$0.00	0	$0			$0.00	**$1,000.00**	$13,000	$13,910		$0	**$13,910**
TEMPORARY MOT, SIGNAGE, ETC	1	LS	160	$50.00	$8,000.00	160	$8,000			$0.00	$20,000.00	$20,000	$21,400	$5,000.00	$5,000	**$34,400**
CONSTRUCTION EQUIPMENT & TOOLS																
SMALL TOOLS AND SUPPLIES	1	LS		$50.00	$0.00	0	$0			$0.00	**$5,000**	$5,000	$5,350		$0	**$5,350**
ATV/SIDE-BY-SIDE	13	MO		$50.00	$0.00	0	$0	1	$650.00	$8,450.00	$100.00	$1,300	$1,391		$0	**$9,841**
SAFETY & HEALTH & HOUSEKEEPING																
CLEAN-UP THROUGHOUT DURATION OF PROJECT	56	WK	6	$50.00	$300.00	339	$16,926			$0.00		$0	$0		$0	**$16,926**
DUMPSTERS	13	MO		$50.00	$0.00	0	$0			$0.00	**$600.00**	$7,800	$8,346		$0	**$8,346**
PERMITS, FEES, INSURANCE, LEGAL, ETC.																
BUILDER'S RISK INSURANCE	1	LS		$50.00	$0.00	0	$0			$0.00		$0	$0	$190,000.00	$190,000	**$190,000**
MAINTENANCE BOND (FOR PERCENTAGE 25% OR MORE)	1	LS		$50.00	$0.00	0	$0			$0.00		$0	$0	$19,500.00	$19,500	**$19,500**
PROJECT DOCUMENTATION AND SERVICES																
PROJECT SIGNS	1	LS	32	$50.00	$1,600.00	32	$1,600			$0.00	**$1,250.00**	$1,250	$1,338		$0	**$2,938**
PHOTOGRAPHS	13	MO		$50.00	$0.00	0	$0			$0.00	**$150.00**	$1,950	$2,087		$0	**$2,087**
PRE-CONSTRUCTION AUDIO-VIDEO DOCUMENTATION	1	LS		$50.00	$0.00	0	$0			$0.00		$0	$0	**$1,250.00**	$1,250	**$1,250**
PLANS & SPECIFICATIONS REPRODUCTION COSTS	1	LS		$50.00	$0.00	0	$0			$0.00	**$1,500.00**	$1,500	$1,605		$0	**$1,605**
TOTAL GENERAL REQUIREMENTS						716	$35,776			$8,450		$146,900	$157,183		$247,250	$448,659

City of Port Orange - Force Main Replacement and WM Rehab
Guaranteed Maximum Price
5/5/26

COST OF WORK

DESCRIPTION	QTY	UOM	LABOR $ AMOUNT	EQUIPMENT $ AMOUNT	MATERIALS $ AMOUNT	SUBS $ AMOUNT	$ TOTALS	COMMENTS
GENERAL REQUIREMENTS DIVISION 0							$ 448,659	
GENERAL REQUIREMENTS SUMMARY	1	LS	$ 35,776	$ 8,450	$ 157,183	$ 247,250	$ 448,659	
BID PACKAGES							$ 7,272,104	
BID PACKAGE #1 - PIPE INSTALLER	1	LS	$ -	$ -	$ -	$ 5,464,531	$ 5,464,531	TB Landmark
BID PACKAGE #2 - LINER INSTALLER	1	LS	$ -	$ -	$ -	$ 1,807,573	$ 1,807,573	Insituform
TOTAL DIRECT COST			**$ 35,776**	**$ 8,450**	**$ 157,183**	**$ 7,519,354**	**$ 7,720,763**	

SECTION 3 – BID EVALUATIONS

Bid Evaluation and Comparison Sheet

Bid Package #: 1

Bid Packa Forcemain Package

Project Na RFSQ 24-03 Construction of Force & Water Mains (River Crossing)

Owner: City of Port Orange

Bid Date: 03/26/26

[Pricing Summary]

	TB Landmark Construction, Inc. Marty Adams 904-503-5705 #REF! madams@tblandmark.com		SanPik Inc Matthew Sands/Jim Cunningham 407-450-6969 m.sands@sanpikinc.com									
Total Adjusted Bid:	$ 5,464,531.27		$ 7,837,863.00		$ -		$ -		$ -		$ -	
Base Bid Line Items												
Item No:	**Brief Description**	**Qnty**	**Unit**	**Unit Cost**	**Total**	**Unit Cost**	**Total**	**Unit Cost**	**Total**	**Unit Cost**	**Total**	**Unit Cost**	**Total**	**Unit Cost**	**Total**
1.	Forcemain Replacement Package	1	LS	$ 5,090,427.00	$ 5,090,427.00	$ 6,929,580.00	$ 6,929,580.00		$ -		$ -		$ -		$ -
2.	Watermain Rehabilitation Package Support	1	LS	$ 320,000.00	$ 320,000.00	$ 754,600.00	$ 754,600.00		$ -		$ -		$ -		$ -
	Subtotal:				**$ 5,410,427.00**		**$ 7,684,180.00**		$ -		$ -		$ -		$ -
3.	Payment & Performance	1	LS	$ 54,104.27	$ 54,104.27		$ 153,683.00		$ -		$ -		$ -		$ -
Bid Alternates												
Item No:	**Brief Description**	**Qnty**	**Unit**	**Unit Cost**	**Total**	**Unit Cost**	**Total**	**Unit Cost**	**Total**	**Unit Cost**	**Total**	**Unit Cost**	**Total**	**Unit Cost**	**Total**
1.			EA		$ -		$ -		$ -		$ -		$ -		$ -
2.			EA		$ -		$ -		$ -		$ -		$ -		$ -
3.			EA		$ -		$ -		$ -		$ -		$ -		$ -
4.			EA		$ -		$ -		$ -		$ -		$ -		$ -
Base Bid Subtotal:				$ 5,464,531.27		$ 7,837,863.00		$ -		$ -		$ -		$ -	
Bid Alternate Total:				$ -		$ -		$ -		$ -		$ -		$ -	
Total Bid:				$ 5,464,531.27		$ 7,837,863.00		$ -		$ -		$ -		$ -	
Bid Form Requirements												
Bid Form Requirements				X		X									
Acknowledged Addenda				X		X									
Clarifications / Exceptions				X		X									
Value Engineering Proposal															
Item No:	**Scheduled Lead Times for Deliverables and Construction**			**Calendar Days to Complete**		**Calendar Days to Complete**		**Calendar Days to Complete**		**Calendar Days to Complete**		**Calendar Days to Complete**		**Calendar Days to Complete**	
1.	Lead Time for all Submittal Packages			21 days		45 days									
2.	Lead Time for Mobilization			30 days		60 days									
3.	Total Construction Schedule			315 days		270 days									
Grant Funding Compliance															
Base Bid is in compliance with Davis-Bacon Requirements (Circle One):															
Base Bid is in compliance with AIS Requirements (Circle One):															
Post Bid Adjustments															
Item No:	**Value Engineering**	**Qnty**	**Unit**	**Unit Cost**	**Total**	**Unit Cost**	**Total**	**Unit Cost**	**Total**	**Unit Cost**	**Total**	**Unit Cost**	**Total**	**Unit Cost**	**Total**
1.		1	EA		$ -		$ -		$ -		$ -		$ -		$ -
2.		1	EA		$ -		$ -		$ -		$ -		$ -		$ -
3.		1	EA		$ -		$ -		$ -		$ -		$ -		$ -
4.		1	EA		$ -		$ -		$ -		$ -		$ -		$ -
Item No:	**Bid Review Corrections/Adjustments**	**Qnty**	**Unit**	**Unit Cost**	**Total**	**Unit Cost**	**Total**	**Unit Cost**	**Total**	**Unit Cost**	**Total**	**Unit Cost**	**Total**	**Unit Cost**	**Total**
1.		1	EA		$ -		$ -		$ -		$ -		$ -		$ -
2.		1	EA		$ -		$ -		$ -		$ -		$ -		$ -
3.		1	EA		$ -		$ -		$ -		$ -		$ -		$ -
4.		1	EA		$ -		$ -		$ -		$ -		$ -		$ -
Total Value Engineering Items:				$ -		$ -		$ -		$ -		$ -		$ -	
Bid Review Corrections / Adjustments:				$ -		$ -		$ -		$ -		$ -		$ -	
Total Adjusted Bid:				$ 5,464,531.27		$ 7,837,863.00		$ -		$ -		$ -		$ -	

Recommend *TB Landmark Construction, Inc.* as the lowest responsive bidder.

Wharton-Smith, Inc
CONSTRUCTION GROUP
All the Right Tools for Building Success!

EXHIBIT B – BID FORM

Project : Force & Water Mains River Crossing

Bid Package No: **01**

Bid Package : **Forcemain Contractor Package**

To : Andrew Lanphier
Wharton-Smith, Inc.
watergmpbids@whartonsmith.com

Bidder Information:

Company: T B Landmark Construction, Inc.

Contact Name: Martin Adams Title: General Manager

Address: 11220 New Berlin Road, Jacksonville, FL 32226

Phone Number: (904) 751-1016 Email: madams@tblandmark.com

Bid Proposal Documentation Checklist (check all that apply):

X	Bid Form	X	Bid Schedule
X	Licenses	N/A	Sanctions and Litigation
X	Proof of Bonding Capability		Value Engineering Proposal
X	Certificate of Insurance	X	Clarifications

Bidder's Acknowledgements:

1. The undersigned Bidder agrees if this bid is accepted, to enter into a Purchase Order or Subcontract Agreement with the Construction Manager per the Agreement terms included in the Bid Documents.
2. Bidder accepts all the terms and conditions of the Bid Documents.
3. Bidder has examined copies of all the Bid Documents and the following addenda:

No.:	1	Addendum Date:	3/6/2026	No.:	2	Addendum Date:	3/19/2026
No.:		Addendum Date:		No.:		Addendum Date:	

4. Bidder has carefully examined the site and locality where the work is to be performed and the legal requirements (federal, state and local laws, ordinances, rules and regulations) and conditions affecting cost, degree of difficulty, progress or performance of the work and has made such independent investigations as Bidder deems necessary.
5. Bidder has reviewed and understands the Project Schedule furnished in the Bid Documents and commits to perform and complete the Scope of Work of this Bid Proposal within the durations indicated and will meet all milestone dates detailed therein. Bidder understands that time is of the essence and any delays in completion of any portion of the Work may result in damages.
6. This Bid is genuine and (a) not made in the interest or on behalf of any undisclosed person, firm, or corporation (b) is not submitted in the conformity with any agreement or rules of any group, association, organization, or corporation (c) Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid (d) Bidder has not solicited or induced any person, firm or corporation to refrain from bidding (e) Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over Owner.
7. This Bid Proposal will remain open for acceptance by the Construction Manager for a period of one hundred and eighty (180) days after the date submitted. The price is to be valid for the duration of the Project Schedule after execution of a Purchase Order or Subcontract Agreement.

8. The total base bid includes all labor, material, equipment, taxes, overhead, profit, and all other costs required to complete the scope of this Bid Package as outlined in the Bid Documents.
9. The bid pricing will be broken out as follows. Regarding the bid pricing, the total bid price will be dependent on whether the alternates are accepted by the City of Port Orange. The City of Port Orange has the sole discretion to accept any, all, or none of the work items for this scope of work based on the bid pricing received.

Item No.	Brief Description of Item	QTY	UM	Unit Price	Total Price
1.	Forcemain Replacement Package*	1	LS	$5,090,427.00	$5,090,427.00
2.	Watermain Rehabilitation Package Support	1	LS	$320,000.00	$ 320,000.00
	Subtotal:	-	-	-	$5,410,427.00
3.	Payment & Performance Bond	1	LS	% 1	$ 54,104.27
				Total Bid:	$ 5,464,531.27
(TOTAL BID AMOUNT WRITTEN IN WORDS):					

SCHEDULED LEAD TIMES FOR DELIVERABLE

Item No.	Brief Description of Item	Calendar Days to Complete
1.	Lead Time for all Submittal Packages	21 Days
2.	Lead Time for Mobilization **	30 Days
3.	Total Construction Schedule	315 Days

The undersigned hereby certifies that Bidder has carefully reviewed the Bid Documents and with full knowledge and understanding of the requirements of the Bid Documents and that this Bid Proposal meets all specifications, terms, and conditions contained in the Bid Documents, in its entirety.

Signature	Martin Adams, General Manager	3/30/2026
	Print Name / Title	Date

FM Package Includes +/- 22,500 SY of 1" Mill/ Overlay

** Material Delivery is 30 Days From Approved Submittals**

Knowledge and Wisdom®

CECIL W. POWELL & COMPANY

INSURANCE, INTERNATIONAL FINANCIAL PLANNING AND SURETY BONDS SINCE 1935
219 N. NEWNAN STREET • JACKSONVILLE, FLORIDA 32202-3225
PHONE (904) 353-3181 • FAX (904) 353-5722 • www. cwpowellins.com

February 3, 2026

Wharton-Smith, Inc.
750 Monroe Rd.
Sanford, FL 32771

RE: T B Landmark Construction, Inc.

To Whom It May Concern:

Cecil W. Powell & Company is the bonding agent for T B Landmark Construction, Inc. Based on normal and standard underwriting criteria at the time of the request, Performance and Payment bonds will be provided for projects up to $40,000,000 single and $90,000,000 in the aggregate with the provision that we and Travelers Casualty and Surety Company of America reserve the right to review final contract documents, bond forms, and obtain satisfactory evidence of funding prior to any final commitment to issue bonds, and do not assume liability to any third party, including yourselves, if we do not execute said bonds.

T B Landmark Construction, Inc. is bonded through Travelers Casualty and Surety Company of America. Travelers Casualty and Surety Company of America has an A.M. Best rating of A++ XV and is listed on the U.S. Treasury Department's Listing of Approved Sureties (Department Circular 570).

T B Landmark Construction, Inc. is an excellent contractor and we hold them in the highest regard. We feel extremely confident in our contractor and encourage you to offer them an opportunity to execute any upcoming projects.

If you should have any questions, please do not hesitate to call.

Sincerely,

Robert T. Theus
Vice President
Surety Department

Independent Insurance Agent.

Trusted Choice®

TBLANDM-01 DSMITH2

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/19/2025

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 Hub International Florida 1560 Orange Avenue Suite 750 Winter Park, FL 32789	CONTACT NAME: PHONE (A/C, No, Ext): (407) 894-5431 FAX (A/C, No): (407) 629-6378 E-MAIL ADDRESS: Certificates.FLA@HubInternational.com
INSURED TB Landmark Construction, Inc. 11220 New Berlin Road Jacksonville, FL 32226	INSURER A : The Continental Insurance Company — NAIC # 35289 INSURER B : National Fire Insurance Company of Hartford — 20478 INSURER C : Valley Forge Insurance Company — 20508 INSURER D : Federal Insurance Company — 20281 INSURER E : Columbia Casualty Company — 31127 INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **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	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR X Contractual Liab. GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [X] LOC OTHER:	X	X	7034729810	11/23/2025	11/23/2026	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 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY	X	X	7034729824	11/23/2025	11/23/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB CLAIMS-MADE DED [X] RETENTION $ 10,000	X	X	7034729841	11/23/2025	11/23/2026	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000
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	X	7034729838	11/23/2025	11/23/2026	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	Equipment Floater			6691538	11/23/2025	11/23/2026	Leased/Rented	400,000
E	Professional Liab			8037152814	11/23/2025	11/23/2026	$25k Rtn/Claim&Aggr	3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Wharton Smith, Inc., owner, and all other parties required, are inclided as Additional Insured and both Primary & NonContributory terms apply for General Liability & Auto Liability, & Waiver of Subrogation applies for General Liability, Auto Liability, & Workers' Compensation, when required in a written contract or agreement with the Named Insured, per the terms & conditions of the policies endorsements. Excess coverage is subject to the terms & conditions of the underlying policy endorsements for General Liability, Auto Liability, & Employers' Liability. Should the General Liability, Auto Liability, or Workers' Compensation be canceled before the expiration date, a 30 days' notice is to be provided by the Insurer to the certificate holder.

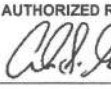
CERTIFICATE HOLDER

Wharton-Smith, Inc. Attn: Risk Management
750 Monroe Rd.
Sanford, FL 32771

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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T B Landmark Construction, Inc.
Qualifications

Saratoga Springs Offsite Utilities

Installation of 120' of 6", 60' of 10", 7,180' of 12" ad 3,440' of 16" DR 18 PVC Water main by open cut, 300' of 16" and 700' of 20" HDPE DR 11 WM by HDD. 40' of 10", 7,080' of 12", and 3,440' of 16" DR 18 PVC Reclaimed Water Main by open cut, 150' of 16" and 700' of 20" HDPE DR 11 RWM by HDD. 2,280' of 6", 1,200' of 10", 3,680' of 12", 7,400' of 16" and 2,520' of 18" DR 18 PVC Force Main by open cut. 300' of 8", 100' of 12", 900' of 20" and 900' of 24" HDPE DR-11 FM by HDD. Project also included 85' of 24" Steel Casing WM J/B, 85' of 42" Steel Casing WM J/B, 85' of 24" Steel Casing RWM J/B, 85' of 42" Steel Casing RWM J/B, and 85' of 30" Steel Casing FM J/B, 65' of 20" Steel Casing FM J/B,

Contract Amount	Location	Job Start/End	Owner Contact
$5,567,681.40	Green Cove Springs, FL	February 2025 March 2026	Feed Mill Community Developm District 3434 Colwell Ave, Ste. 200 Tampa, FL 33614 Daniel McCormick, (561) 631-0697 dem@freeholdcommunities.com

Deer Point Dam Raw Water Line Utility Mitigation Ph II

Installation of 2,115' of 42" IPS HDPE Subaqueous Raw Water Main by horizontal directional drilling under Deer Point Reservoir and 540' of 36" PVC Raw Water Main.

Contract Amount	Location	Job Start/End	Owner Contact
$4,512,123.00	Panama City, FL	March 2024 October 2025	Bay County BOCC 840 West 11th Street Panama City, FL 32401 Ken Longstreet, (850) 248-8268 klongstreet@baycountyfl.gov

Nocatee South Reclaimed Water Improvements

Installation of 3,000 LF of 20-inch CL 250 ductile iron reclaimed water main by open cut, 1,200 LF of 24-inch DR11 HDPE reclaimed water main by horizontal directional drill, 75 LF of 36-inch and 50 LF of 30-inch steel casing by auger bore.

Contract Amount	Location	Job Start/End	Owner Contact
$2,987,409.00	Nocatee, FL	July 2024 October 2025	JEA 225 North Pearl Street Jacksonville, FL 32202 Beth DiMeo (904) 665-8139 dimeea@jea.com

T B Landmark Construction, Inc.
Qualifications

Peters Creek WRF Expansion

Project includes installation of 27,100 LF of 16" DR18 PVC force main by open cut, 480 LF of 30" steel force main by jack and bore, 1,550 LF of 20" SDR9 HDPE force main and 1,800 LF of 18" SDR 11 HDPE force main via HDD. Project also includes 5,540 LF of 12" DR 18 PVC water main by open cut and 37,440 LF of 16" DR 18 PVC reclaimed water main via open cut, 120 LF of 30" Steel reclaimed water main by Jack and bore, 1,550 LF of 20" SDR9 HDPE reclaimed water main via HDD and 1,800 LF of 18" SDR11 HDPE reclaimed water main via HDD.

Contract Amount	Location	Job Start/End	Owner Contact
$7,694,961.51	Green Cove Springs, FL	November 2023 March 2025	Wharton Smith, Inc. 750 Monroe Road Sanford, FL 32771 Mike Alexakis, (407) 402-6134 malexakis@whartonsmith.com

SR 312 Reclaimed Water Line

Installation of 5,540 LF of 20" HDPE Reclaimed Water Main by HDD. This job was completed in 9 drills- 920', 640', 720', 820', 620', 520', 160', 560', and 580'.

Contract Amount	Location	Job Start/End	Owner Contact
$1,903,473.61	St. Augustine, FL	December 2022 November 2023	St. Johns County BOCC 500 San Sebastian View St. Augustine, FL 32084 Alan Flood, (904) 209-2652 aflood@sjcfl.us

Greenland WRF Pipelines

Installation of 15 wire lined horizontal directional drills ranging from 30"- 42" including 5 of these drills going under 9B in the FDOT ROW in single pulls are 1,697' of 30" HDPE RWM, 1,697 LF of 42" HDPE RWM, 1,713' of 30" HDPE FM, 1,767' of 42" HDPE FM, and 1,729' of 36" HDPE Raw WM. The other 10 drills completed in single pull are 1,800 LF, 900 LF, 900' and 1,200 LF of 30" HDPE Water Main, 1,300 LF, 1,300 LF, 700 LF, 800 LF, 900 LF and 1,000 LF of 36" Reclaim Water Main. Total drill footage on job is 19,403 LF.

Contract Amount	Location	Job Start/End	Owner Contact
$5,522,934.20	Jacksonville, FL	July 2022 July 2023	Garney Construction 370 East Crown Point Road Winter Garden, FL 34787 Kevin Kraus, (419) 704-1626 kkraus@garney.com

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

THIGPEN, ROBIN RODNEY

B LANDMARK CONSTRUCTION INC
11220 NEW BERLIN ROAD
JACKSONVILLE FL 32226

LICENSE NUMBER: CGC060694

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 07/17/2024

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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

CONSTRUCTION INDUSTRY LICENSING BOARD

THE UNDERGROUND UTILITY & EXCAVATION CO HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

THIGPEN, ROBIN RODNEY

T B LANDMARK CONSTRUCTION INC
11220 NEW BERLIN ROAD
JACKSONVILLE FL 32226

LICENSE NUMBER: CUC057226

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 07/17/2024

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.

T B Landmark
CONSTRUCTION, Inc.

LIMITED POWER OF ATTORNEY

STATE OF FLORIDA
COUNTY OF DUVAL

Known all men by these presents, T B Landmark Construction, Inc. ("T B Landmark"), a Florida Corporation with principal offices at 11220 New Berlin Road, Jacksonville, Florida 32226 does hereby irrevocably constitute, nominate, appoint and authorize, Martin Adams, who presently resides at 6042 Antigua Court, Orange Park, FL 32003, and who is presently employed by T B Landmark holding the position of General Manager, as its true and lawful attorney-in-fact, to do in its name and on its behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of its bid for the proposed project, including but not limited to signing and submission of all bids, and other documents and writings, participating in bidders and other conferences, providing information/responses, representing it in all matters relating to the bidding process, signing and execution of all contracts and undertakings consequent to acceptance of its bid, and generally dealing with the necessary parties in all matters in connection with or relating to or arising out of its bid for the proposed project and/or upon award thereof to T B Landmark.

And T B Landmark hereby agrees to ratify and confirm, and does hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by its said attorney-in-fact pursuant to and in exercise of the powers conferred by this limited power of attorney, and that all acts, deeds, and things done by its said attorney-in-fact in exercise of the powers hereby conferred shall and shall always be deemed to have been done by T B Landmark.

In witness whereof, Robin Thigpen, on behalf of T B Landmark as its President, has executed this power of attorney on this 18th day of January, 2024.

Robin Thigpen, President
T B Landmark Construction, Inc.

SWORN AND SUBSCRIBED BEFORE ME THIS 18TH DAY OF JANUARY, 2024 BY ROBIN THIGPEN.

(Notary Public)
Print Name: Kyndell Bender
My Commission Expires: 07/9/2026

KYNDELL MICHELLE BENDER
Notary Public - State of Florida
Commission # HH 254659
My Comm. Expires Jul 9, 2026
Bonded through National Notary Assn.

Accepted by:

Martin Adams, General Manager
T B Landmark Construction, Inc.

SWORN AND SUBSCRIBED BEFORE ME THIS 18TH DAY OF JANUARY, 2024 BY MARTIN ADAMS.

(Notary Public)
Print Name: Kyndell Bender
My Commission Expires: 07/9/2026

KYNDELL MICHELLE BENDER
Notary Public - State of Florida
Commission # HH 254659
My Comm. Expires Jul 9, 2026
Bonded through National Notary Assn.

Bid Evaluation and Comparison Sheet

Bid Package #: 2

E Pipe Liner Package

F RFSQ 24-03 Construction of Force & Water Mains (River Crossing)

C City of Port Orange

E 03/26/26

Pricing Summary

	Insituform Technologies, LLC Dave Raymond 904-465-3267 draymond@azuria.com		Atlantic Pipe Services Jose Molina 321-274-7776 jmolina@atlanticpipe.us		HK Solutions Group (Engineered Lining Systems Steve Rehome 904-298-7435 srehome@hksolutionsgroup.com		Amici Engineering Contractors Juan Barreneche 954-650-4699 juanb@amiciec.com					
Total Adjusted Bid:	**$ 1,807,572.90**		**No Bid**		**No Bid**		**No Bid**		**$ -**		**$ -**	
Base Bid Line Items												
Item No:	**Brief Description**	**Qnty**	**Unit**	**Unit Cost**	**Total**	**Unit Cost**	**Total**	**Unit Cost**	**Total**	**Unit Cost**	**Total**	**Unit Cost**	**Total**	**Unit Cost**	**Total**
1.	16" Polyethylene Liner Installation	1	LS	$ 1,780,860.00	$ 1,780,860.00		$ -		$ -		$ -		$ -		$ -
2.	Payment & Performance Bond Rate	1	LS	$ 26,712.90	$ 26,712.90		$ -		$ -		$ -		$ -		$ -
Bid Alternates															
Item No:	**Brief Description**	**Qnty**	**Unit**	**Unit Cost**	**Total**	**Unit Cost**	**Total**	**Unit Cost**	**Total**	**Unit Cost**	**Total**	**Unit Cost**	**Total**	**Unit Cost**	**Total**
1.			EA		$ -		$ -		$ -		$ -		$ -		$ -
2.			EA		$ -		$ -		$ -		$ -		$ -		$ -
3.			EA		$ -		$ -		$ -		$ -		$ -		$ -
4.			EA		$ -		$ -		$ -		$ -		$ -		$ -
Base Bid Subtotal:				**$ 1,807,572.90**		**$ -**		**$ -**		**$ -**		**$ -**		**$ -**	
Bid Alternate Total:				**$ -**		**$ -**		**$ -**		**$ -**		**$ -**		**$ -**	
Total Bid:				**$ 1,807,572.90**		**$ -**		**$ -**		**$ -**		**$ -**		**$ -**	
Bid Form Requirements															
Bid Form Requirements				X											
Acknowledged Addenda				X											
Clarifications / Exceptions				X											
Value Engineering Proposal															
Item No:	**Scheduled Lead Times for Deliverables and Construction**			**Calendar Days to Complete**		**Calendar Days to Complete**		**Calendar Days to Complete**		**Calendar Days to Complete**		**Calendar Days to Complete**		**Calendar Days to Complete**	
1.	Submittal Packages			1 week from NTP											
2.	Lead Time for Mobilization			2 weeks from NTP											
Grant Funding Compliance															
Base Bid is in compliance with Davis-Bacon Requirements (Circle One):															
Base Bid is in compliance with AIS Requirements (Circle One):															
Post Bid Adjustments															
Item No:	**Value Engineering**	**Qnty**	**Unit**	**Unit Cost**	**Total**	**Unit Cost**	**Total**	**Unit Cost**	**Total**	**Unit Cost**	**Total**	**Unit Cost**	**Total**	**Unit Cost**	**Total**
1.		1	EA		$ -		$ -		$ -		$ -		$ -		$ -
2.		1	EA		$ -		$ -		$ -		$ -		$ -		$ -
3.		1	EA		$ -		$ -		$ -		$ -		$ -		$ -
4.		1	EA		$ -		$ -		$ -		$ -		$ -		$ -
Item No:	**Bid Review Corrections/Adjustments**	**Qnty**	**Unit**	**Unit Cost**	**Total**	**Unit Cost**	**Total**	**Unit Cost**	**Total**	**Unit Cost**	**Total**	**Unit Cost**	**Total**	**Unit Cost**	**Total**
1.		1	EA		$ -		$ -		$ -		$ -		$ -		$ -
2.		1	EA		$ -		$ -		$ -		$ -		$ -		$ -
3.		1	EA		$ -		$ -		$ -		$ -		$ -		$ -
4.		1	EA		$ -		$ -		$ -		$ -		$ -		$ -
Total Value Engineering Items:				**$ -**		**$ -**		**$ -**		**$ -**		**$ -**		**$ -**	
Bid Review Corrections / Adjustments:				**$ -**		**$ -**		**$ -**		**$ -**		**$ -**		**$ -**	
Total Adjusted Bid:				**$ 1,807,572.90**		**$ -**		**$ -**		**$ -**		**$ -**		**$ -**	

Recommend *Insituform Technologies, LLC* as the lowest responsive bidder.

PROPOSAL

Port Orange, Florida
16" Water Main Rehabilitation

Insituform®
An azuria Water Solutions Company

March 30, 2026

Confidentiality Notice

The information contained in this submittal package is confidential and intended only for Insituform and Azuria Water Solutions clients named in contracts for which it was distributed.

If the reader of this information is NOT the intended recipient, you are hereby notified that any dissemination, distribution, copying of this information, or any of its contents, are strictly prohibited.

Insituform®
An azuria Water Solutions Company

March 30, 2026

Table of Contents

Section 1 // Exhibit B | Bid Form Documents

Section 2 // Subcontractors

Section 3 // Primus Line® brochures

Section 4 // Installer Certifications

Section 5 // Work Plan & Bid Schedule

Section 6 // Resumes

Section 7 // Primus References

Section 8 // Case Studies

Insituform®
An azuria Water Solutions Company

March 30, 2026

SECTION 1

Exhibit B | Bid Form Documents

Insituform®
An azuria Water Solutions Company

of a Purchase Order or Subcontract Agreement.

8. The total base bid includes all labor, material, equipment, taxes, overhead, profit, and all other costs required to complete the scope of this Bid Package as outlined in the Bid Documents.
9. The bid pricing will be broken out as follows. Regarding the bid pricing, the total bid price will be dependent on whether the alternates are accepted by City of Port Orange. City of Port Orange has the sole discretion to accept any, all, or none of the work items for this scope of work based on the bid pricing received.

Item No.	Brief Description of Item	QTY	UM	Unit Price	Total Price
1.	16" Polyethylene Liner Installation	1	LS	$ 1,780.860.00	$ 1,780,860.00
2.	Payment & Performance Bond Rate	1	LS	% 1.5	$ 26,712.90
				Total Bid:	$ 1,807,572.90
(TOTAL BID AMOUNT WRITTEN IN WORDS): One Million, Eight Hundred and Seven Thousand, Five Hundred Seventy-Two Dollars and Ninety Cents					

SCHEDULED LEAD TIMES FOR DELIVERABLE

Item No.	Brief Description of Item	Calendar Days to Complete
1.	Submittal Packages	1 Week From NTP
2.	Lead Time for Mobilization	2 Weeks From NTP

The undersigned hereby certifies that Bidder has carefully reviewed the Bid Documents and with full knowledge and understanding of the requirements of the Bid Documents and that this Bid Proposal meets all specifications, terms, and conditions contained in the Bid Documents, in its entirety.

Signature	Diane Partridge Contracting and Attesting Officer	March 30, 2026
	Print Name / Title	Date

INSITUFORM TECHNOLOGIES, LLC LIMITED LIABILITY SEAL DELAWARE

All the Right Tools for Building Success!
Wharton-Smith, Inc
CONSTRUCTION GROUP

EXHIBIT B – BID FORM

Project : Force & Water Mains River Crossing
Bid Package : **16" Poly-Ethylene Liner Package**
To : Andrew Lanphier
Wharton-Smith, Inc.
watergmpbids@whartonsmith.com

Bid Package No: **02**

Bidder Information:

Company: Insituform Technologies, LLC
Contact Name: Diane Partridge Title: Contracting and Attesting Officer
Address: 580 Goddard Avenue, Chesterfield, MO 63005
Phone Number: (636) 530-8000 Email: dpartridge@azuria.com

Bid Proposal Documentation Checklist (check all that apply):

- [x] Bid Form
- [x] Licenses
- [x] Proof of Bonding Capability
- [x] Certificate of Insurance
- [x] Bid Schedule
- [x] Sanctions and Litigation
- [x] Value Engineering Proposal
- [x] Clarifications

Bidder's Acknowledgements:

1. The undersigned Bidder agrees if this bid is accepted, to enter into a Purchase Order or Subcontract Agreement with the Construction Manager per the Agreement terms included in the Bid Documents.
2. Bidder accepts all the terms and conditions of the Bid Documents.
3. Bidder has examined copies of all the Bid Documents and the following addenda:

No.: 1	Addendum Date: March 6th, 2026	No.:		Addendum Date:	
No.: 2	Addendum Date: March 19th,2026	No.:		Addendum Date:	

4. Bidder has carefully examined the site and locality where the work is to be performed and the legal requirements (federal, state and local laws, ordinances, rules and regulations) and conditions affecting cost, degree of difficulty, progress or performance of the work and has made such independent investigations as Bidder deems necessary.
5. Bidder has reviewed and understands the Project Schedule furnished in the Bid Documents and commits to perform and complete the Scope of Work of this Bid Proposal within the durations indicated and will meet all milestone dates detailed therein. Bidder understands that time is of the essence and any delays in completion of any portion of the Work may result in damages.
6. This Bid is genuine and (a) not made in the interest or on behalf of any undisclosed person, firm, or corporation (b) is not submitted in the conformity with any agreement or rules of any group, association, organization, or corporation (c) Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid (d) Bidder has not solicited or induced any person, firm or corporation to refrain from bidding (e) Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over Owner.
7. This Bid Proposal will remain open for acceptance by the Construction Manager for a period of one hundred and eighty (180) days after the date submitted. The price is to be valid for the duration of the Project Schedule after execution

Insituform®
An azuria Water Solutions Company

580 Goddard Avenue
Chesterfield, MO 63005
Phone: (636) 530-8000
Fax: (636) 898-5078
www.azuria.com

INSITUFORM TECHNOLOGIES, LLC

PRESIDENT APPONTMENT OF
CONTRACTING AND ATTESTING OFFICERS

The undersigned, being the President of Insituform Technologies, LLC, a Delaware Limited Liability Company (the "Company"), and pursuant to the authority set forth in the Limited Liability Company Operating Agreement of the Company, hereby determines that:

1. Christlanda Adkins, Janet Hass, Diane Partridge, Whittney Schulte, Patrizia Sordillo and Taylor DeLuca are appointed as Contracting and Attesting Officers of the Company, each with the authority, individually and in the absence of the others, subject to the control of the Board of Managers of the Company, to: (i) certify and attest to the signature of any officer of the Company; (ii) enter into and bind the Company to perform pipeline rehabilitation activities of the Company and all matters related thereto, including the maintenance of one or more offices and facilities of the Company; (iii) execute and to deliver documents on behalf of the Company; and (iv) take such other action as is or may be necessary and appropriate to carry out the project, activities and work of the Company.

2. Any person previously appointed or serving as a Contracting and Attesting Officer of the Company prior to the date hereof and who is not named above is hereby removed from any such appointment.

Dated: March 23, 2026

Burt M. Keating
President

Litigation History – Insituform Technologies, LLC

The following information is provided by Insituform Technologies, LLC ("Insituform") on a "to the best of our knowledge" basis. At any given time, in the ordinary course of national business, Insituform is involved in various civil claims and suits relating to vehicle accidents, other property damage or personal injury matters, commercial disputes (including subcontractor disputes and customer payment disputes), employee litigation and other matters. If you have specific requests, Insituform will do its best to provide supplemental information.

Lawsuits

2014

1. Shannon Stewart, Kyla Hamlin, Individually and As Guardian Ad Litem for Ivan Stewart, Plaintiffs, V. Insituform Technologies Inc. Stewart Engineering and California Department of Transportation, Defendants. Superior Court of The State of California, County of Nevada. 2014. Case No. CU14-080204. Plaintiffs allege personal injuries. Dismissed with prejudice.

2015

1. Mayor And City Council of Baltimore, Plaintiff, v. Insituform Technologies, LLC, Defendant. 2015. District Court of Maryland for Baltimore City, Case No.: 0101-0026227-2015, Case No.: 0101-0025623-2015, Case No.: 0101-0025641-2015, Case No.: 0101-0026441-2015, And Case No.: 0101-00279822-2015. Plaintiff Claimed Insituform was liable for fines related to delayed street repairs. Dismissed With Prejudice.

2. Fernando Avila v. Insituform Technologies, Inc. 2015. Superior Court of California, County of Orange. Case No. 30-2015-00826022-CU-OE-CJC. Dismissed with prejudice.

2016

1. Moseley, et al. v. Metra, Inc., et al. 2016. Circuit Court of Maryland for Baltimore City. Case No. 24-C-16-003332. Plaintiff claims that subcontractor of Insituform failed to properly connect service connection which resulted in property damage. Tort claim. Owner was a co-defendant. Settled.

2. People's Trust Insurance Company v. Proline Vactor Services, Inc., et al. 2016. Circuit Court of the 18th Judicial Circuit in and for Brevard County, Florida. Case No. 05-2016-CA-050060. Plaintiff claims property damage from a backup through a service connection. Owner is a co-defendant Tort claim. Settled.

3. Insituform Technologies, LLC v. Metals & Materials Engineers, LLC. 2016. Superior Court of Fulton County, Georgia. Case No. 01-16-0003-7598. Plaintiff Insituform claims amounts owed on a project for City of East Point, GA. Settled.

4. Douglas D. Feyh, et al. v. Insituform Technologies, LLC. 2016. Franklin County Common Pleas Court. Columbus, Ohio. Case No. 16CV-09-8961. Plaintiff alleged property damage resulting from backup of service connection. Tort claim. Case with Plaintiff was settled, but Insituform has continuing claims against its subcontractor that caused the backup. Settled.

5. Susan Jeanne Belles, et al. v. Insituform Technologies, LLC, et al. 2016. Humphreys County 23rd Judicial District Tennessee. Case No. 10277. Settled.

6. Joan Loss v. Insituform Technologies, LLC. 2016. Circuit Court of the 17th Judicial Circuit, Broward County, Florida. Case No. CACE-16-009860. Plaintiff alleges personal injury from chemical exposure. Tort claim. Amounts are not liquidated. Settled.

2017

1. Insituform Technologies, LLC v. City of Deer Lodge. 2017. Montana. Plaintiff Insituform is owed retainage, trade and claims for delay. Settled.

2. Insituform Technologies, LLC v. Eadie's Construction Company, Inc. and Selective Insurance Company of America. 2017. First Judicial Circuit of Dorcester County, South Carolina. Case No. 2017-CP-18-1315. Plaintiff claims amounts owed for project in Dorcester County, South Carolina. Settled.

2018

1. Insituform Technologies, LLC v. CSI Engineering and Quality Pipeline Services. 2018. California. Dispute regarding defective work and delays by subcontractors to Insituform. Litigation and arbitration settled.

2. Insituform Technologies, LLC v. 3 Rivers Utility Rehab, LLC and Travelers Casualty and Surety Company of America. 2018. Superior Court of Carrol County Georgia. Contract action. Insituform sued 3 Rivers for money owed on a variety of projects. Settled.

3. City of Seattle vs. Insituform Technologies, LLC. US District Court Western District of Washington at Seattle. 2018. Case Number: 2:2018cv01523. Seattle claims indemnity for costs to remedy damage from a backed-up sewer lateral. Insituform denies that the backup arose out of its work. Settled.

4. Landon Ash v. Insituform Technologies, LLC, Jefferson County Circuit Court, Alabama. 2018. Plaintiff claims property damage from a sewer backup. Settled.

5. Kelly Lynch v. Village of Kenmore, et al. Supreme Court of New York for Erie County. 2018. Plaintiff alleges personal injuries arising out of the work by Insituform's subcontractor. Settled but declaratory judgment action for defense costs and indemnification against insurer of subcontractor pending.

6. Diaz v. UIT LLC, et al. 2018., Sarasota County, Florida. Case No. 2018 CA 005599 NC. Plaintiff alleged personal injury and property damage when his truck drove over manhole allegedly left uncovered by subcontractor. Settled.

7. Kortekamp v. Insituform Technologies, 2018, Worcester, MA, Case No. 18-1672A. Plaintiff alleges personal injury arising from motor vehicle accident. Settled.

2019

1. Insituform Technologies, LLC v. Norris Bros. 2019., Henry County, Tennessee Case No. 2019 24350. Insituform sued prime contractor and surety to recover money owed. Settled.

2. Green v. Insituform Technologies, LLC, et al., Coffee County, Tennessee Case No. 2019 45528. Plaintiff alleged he was injured in motor vehicle accident with Insituform truck. Settled.

3. Ware v. Insituform Technologies, LLC, et al. 2019., Madison County, Illinois, Case No. 19-L-292. Wrongful death action arising from alleged asbestos exposure. Voluntarily dismissed by plaintiff.

4. Ta v. Insituform Technologies, et al., 2019, Orange County, CA 30-2019-01044231-CU-PA-CJC. Personal injury case arising out of motor vehicle accident. Settled.

5. Allied World National Assurance v. Insituform Technologies, 2019, Worcester, MA, Case No. 1985CV00785. Plaintiff brough subrogation action for costs of sewage backup in basement. Voluntarily dismissed by Plaintiff.

6. Morris v. Insituform Technologies, LLC, 2019, Rutherford County, TN, 19CV1755, Employment discrimination. Settled.

7. Dosier v. Insituform Technologies, LLC, et al. 2019. Deschutes County, OR, Case No. 20CV15074, Plaintiff alleges personal injury from chemical exposure. Tort claim. Amounts are not liquidated. Settled.

8. 764 Quinnipiac Associates, LLC v. Vortex Turnkey Solutions, LLC and Insituform Technologies, LLC. 2019.New Haven, CT, Sup. CT. Docket No. NNH-CV19-6098776-S. Plaintiff alleged property damage due to sewer backup. Settled.

2020

1. Elena & Carlo Longiovine v. C. Abbonizio Contractors, Inc. et al. 2020. Court of Common Pleas of Philadelphia County, PA. Case No. 01963. Plaintiff alleged injury following trip and fall. Tort claim. Insituform was dismissed from the case.

2021

1. Envirowaste Service Group, Inc. t/a Jaamco Drain and Cleaning & Video Inspection, Inc. v. Insituform Technologies, LLC, 2021, Anne Arundel County, MD, Case No. C-02-CV-21-001380. Plaintiff sued Insituform to recover money allegedly owed. Case dismissed by Plaintiff with prejudice.

2. Blankenship v. Insituform Technologies, LLC. 2021. McLennon County, TX. Case No. 2021-151-4. Employment discrimination. Settled.

3. Alexander v, Insituform Technologies, LLC. 2021. US District Court, Middle District of Florida. Case No. 510-2020-04319. Employment discrimination. Settled.

4. Harris v. Insituform Technologies, LLC, 2021. Dekalb County, GA, Case No. 21A04199. Plaintiff alleges personal injury arising from motor vehicle accident. Settled.

5. Brown v. Insituform Technologies, LLC, 2021. Harris County, TX, Case No. 2021-41982. Plaintiff alleges personal injury arising from motor vehicle accident. Settled.

2022

1. Salt River Project Agricultural Improvement and Power District v. Insituform Technologies, LLC. 2022. Maricopa County. Case No.: CV2022-001117. Plaintiff sued Insituform to recover money allegedly owed. Case dismissed by Plaintiff with prejudice.

2. Inland Waters, LLC vs. Insituform Technologies, LLC, 2022. Kent County Superior Court, RI. Case No. KC-2022-0798. Plaintiff sued Insituform to recover money allegedly owed. Case dismissed by Plaintiff with prejudice.

3. City of Shreveport vs. CDM Smith, Inc., et al. 2022. Parish of Caddo, LA. Docket No. 639,858, SEC A. Plaintiff sued Insituform and 31 other defendants for alleged defective work. Ongoing.

4. Antonio Arias v. Insituform Technologies, LLC and Aegion Corporation, Superior Court of the State of California, For the County of Los Angeles, Case No. 22STCV22022. Plaintiff, on behalf of a class, alleges Defendants failed to provide appropriate meal and rest periods and required off the clock work. Ongoing.

2023

1. Michael J. McCoy v. Insituform Technologies, LLC, BLD Services, LLC, and Robert Brown a/k/a Robbie Brown. 2023. Randolph County Superior Court, File No. 22-CVS-2210. Plaintiff alleges Defendants are responsible for property damage to Defendant's vehicle. Plaintiff voluntarily dismissed claim with prejudice.

2. Insituform Technologies, LLC vs. Timbers Building Company, 2023. Court of Common Pleas of Allegheny County, PA. Case No. GD-23-009914. Plaintiff Insituform claims amounts owed on a project in Coraopolis, PA. Settled.

3. Pro-Pipe, Inc. vs. Insituform Technologies, LLC. 2023. American Arbitration Association, Case No. 01-23-0002-8125. Claimant claimed amounts owed on a project in Casper, Wyoming. Settled in June 2024.

2024

1. Liberty Mutual Fire Insurance Company a/s/o Lois Smith v. Clay County Utility Authority and Insituform Technologies, LLC. 2024. Clay County, FL. Case No: 2023-CA-1593. Plaintiff alleges property damage due to sewer backup. Matter settled.

2. Mike Murras v, Insituform Technologies, LLC, Commonwealth of Massachusetts, Superior Court of Worcester, Case No. 2485CV872C. Plaintiff, on behalf of a class, alleges Defendant improperly took credits against the prevailing wage paid to employees for vacation, PTO holiday time off benefits and 401k contributions. Ongoing.

3. Thomas C. Davies v. Insituform Technologies, LLC and Cody Debusk, Superior Court of Washinton, County of Pierce, Case No. 24-2-08616-7. Plaintiff, on behalf of a class, alleges Defendants failed to pay appropriate prevailing wage for time spent driving on prevailing wage projects and failed to provide appropriate meal and rest periods. Ongoing.

2025

1. J.A. Davis Landscaping, LLC v. Insituform Technologies, LLC. 2025. Commonwealth of Massachusetts. Ayer District Court. Case No. 2548CV000096. Plaintiff sued Insituform to recover

money allegedly owed in connection with a project in MA.. Case dismissed by Plaintiff with prejudice in April 2025.

2. Insituform Technologies, LLC v. Oscar Renda Contracting, Inc. and Zurich American Insurance Company and Federal Insurance Company. 2025. District Court of Dallas County. Case No. DC-25-11101. Insituform sued Defendants to recover amounts owed. Matter Settled in September 2025. Matter dismissed with prejudice.

3. Asphalt 365 Incorporated v. Insituform Technologies, LLC. Circuit Court of the Ninth Judicial District in and for Orange County. Case No. 2025-CA-005740-O. Plaintiff sued Insituform for amount allegedly owed. Case voluntarily dismissed with prejudice in August 2025.

4. Insituform Technologies, LLC d/b/a C&L Water Solutions v. North Lincoln Water & Sanitation. 2025. District Court, Denver County. Case No. 2025CV32343. Insituform sued Defendant to recover money owed. Ongoing.

***Minor collection matters and matters where Insituform may be listed as a class member or creditor are not shown.

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

WELSH, KENDALL THOMAS

INSITUFORM TECHNOLOGIES LLC
82 TORTOLA WAY
ST JOHNS FL 32259

LICENSE NUMBER: CGC1510306

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 06/17/2024

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.

State of Florida
Department of State

I certify from the records of this office that INSITUFORM TECHNOLOGIES, LLC is a Delaware limited liability company authorized to transact business in the State of Florida, qualified on January 18, 2012.

The document number of this limited liability company is M12000000304.

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 March 5, 2025, and that its status is active.

I further certify that said limited liability company 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 Twenty-eighth day of July, 2025

GREAT SEAL OF THE STATE OF FLORIDA
IN GOD WE TRUST

Secretary of State

Tracking Number: 5065548177CU

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

Detail by Entity Name

Foreign Limited Liability Company
INSITUFORM TECHNOLOGIES, LLC

Filing Information

Document Number	M12000000304
FEI/EIN Number	13-3032158
Date Filed	01/18/2012
State	DE
Status	ACTIVE
Last Event	LC STMNT OF RA/RO CHG
Event Date Filed	02/19/2024
Event Effective Date	NONE

Principal Address

580 Goddard Avenue
Chesterfield, MO 63005

Changed: 03/09/2026

Mailing Address

580 Goddard Avenue
Chesterfield, MO 63005

Changed: 03/09/2026

Registered Agent Name & Address

C T CORPORATION SYSTEM
1200 SOUTH PINE ISLAND ROAD
PLANTATION, FL 33324

Name Changed: 02/19/2024

Address Changed: 02/19/2024

Authorized Person(s) Detail

Name & Address

Title Manager

Tullman, Robert
580 Goddard Avenue
Chesterfield, MO 63005

Title Manager

Sheikh, Ali
580 Goddard Avenue
Chesterfield, MO 63005

Title Manager

Schoenekase, Daniel P.
580 Goddard Avenue
Chesterfield, MO 63005

Title Member

Azuria Water Solutions Inc.
580 Goddard Avenue
Chesterfield, MO 63005

Annual Reports

Report Year	Filed Date
2025	03/05/2025
2025	08/26/2025
2026	03/09/2026

Document Images

03/09/2026 -- ANNUAL REPORT	View image in PDF format
08/26/2025 -- AMENDED ANNUAL REPORT	View image in PDF format
03/05/2025 -- ANNUAL REPORT	View image in PDF format
03/07/2024 -- ANNUAL REPORT	View image in PDF format
02/19/2024 -- CORLCRACHG	View image in PDF format
12/04/2023 -- AMENDED ANNUAL REPORT	View image in PDF format
02/02/2023 -- ANNUAL REPORT	View image in PDF format
11/08/2022 -- AMENDED ANNUAL REPORT	View image in PDF format
07/13/2022 -- AMENDED ANNUAL REPORT	View image in PDF format
06/16/2022 -- AMENDED ANNUAL REPORT	View image in PDF format
04/25/2022 -- ANNUAL REPORT	View image in PDF format
10/14/2021 -- AMENDED ANNUAL REPORT	View image in PDF format
03/17/2021 -- ANNUAL REPORT	View image in PDF format
01/23/2020 -- ANNUAL REPORT	View image in PDF format
03/26/2019 -- ANNUAL REPORT	View image in PDF format
03/02/2018 -- ANNUAL REPORT	View image in PDF format
03/10/2017 -- ANNUAL REPORT	View image in PDF format
01/04/2016 -- ANNUAL REPORT	View image in PDF format

01/09/2015 -- ANNUAL REPORT	View image in PDF format
01/15/2014 -- ANNUAL REPORT	View image in PDF format
01/30/2013 -- ANNUAL REPORT	View image in PDF format
01/18/2012 -- Foreign Limited	View image in PDF format

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/1/2026 | 6/27/2025

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: Lockton Companies, LLC Three City Place Dr., Ste. 900 St. Louis MO 63141-7081 (314) 432-0500 midwestcertificates@lockton.com	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
INSURED: 1383150 Insituform Technologies, LLC 580 Goddard Avenue Chesterfield MO 63005	INSURER(S) AFFORDING COVERAGE / NAIC # INSURER A: XL Insurance America, Inc. 24554 INSURER B: ACE American Insurance Company 22667 INSURER C: Starr Indemnity & Liability Company 38318 INSURER D: ACE Fire Underwriters Insurance Company 20702 INSURER E: Indian Harbor Insurance Company 36940 INSURER F:

COVERAGES **CERTIFICATE NUMBER:** 18832028 **REVISION NUMBER:** XXXXXXX

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	
A	X COMMERCIAL GENERAL LIABILITY	N	N	CGD300084910	7/1/2025	7/1/2026	EACH OCCURRENCE	$ 2,000,000
A	CLAIMS-MADE [X] OCCUR			BROAD FORM PD/CONTRACTUAL			DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
	X Independt Contractor						MED EXP (Any one person)	$ 10,000
	X XCU						PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 4,000,000
	POLICY [X] PRO-JECT [X] LOC						PRODUCTS - COMP/OP AGG	$ 4,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY	N	N	ISAH11428551	7/1/2025	7/1/2026	COMBINED SINGLE LIMIT (Ea accident)	$ 5,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$ XXXXXXX
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$ XXXXXXX
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$ XXXXXXX
								$ XXXXXXX
C	UMBRELLA LIAB [X] OCCUR	N	N	1000095154251	7/1/2025	7/1/2026	EACH OCCURRENCE	$ 10,000,000
	X EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 10,000,000
	DED RETENTION $							$ XXXXXXX
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N		N	WLRC7309740A (AOS)	7/1/2025	7/1/2026	X PER STATUTE OTH-ER	
D	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N]	N/A		SCFC73097447 (WI)	7/1/2025	7/1/2026	E.L. EACH ACCIDENT	$ 1,000,000
D	(Mandatory in NH), If yes, describe under DESCRIPTION OF OPERATIONS below			(EXCLUDING MONOPOLISTIC)			E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
E	CONTR. PROF. LIAB.	N	N	CEO742002413	7/1/2025	7/1/2026	PER POLICY:	
E	CONTR. POLL. LIAB.			CEO742163302	7/1/2025	7/1/2026	$5,000,000 PER CLAIM/AGG	
E				(PROF - CLAIMS MADE)			$500,000 SIR EACH LOSS	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Installation Floater, AGCS Marine Insurance Company, #MXI93050922, 7/1/2025 to 7/1/2026. See attached for limits. Deductibles various per policy schedule.

CERTIFICATE HOLDER

18832028
For Informational Purposes Only

CANCELLATION See Attachments

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

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

Miscellaneous Attachment: M499049 Master ID: 1383150, Certificate ID: 18832028

Installation Floater, No Co-Insurance, Replacement Cost, Special Perils Form including Flood & EQ

Limits:
$10,000,000 any one installation site
$10,000,000 any one loss, disaster, or casualty

Sublimits (including but not limited to:)
$1,000,000 In Transit
$1,000,000 Temporary Storage
$1,000,000 Soft Costs (Delay of Use)/$1,000,000 Aggregate
$2,000,000 Rigging ($500,000 Temporary Storage/$500,000 Transit)

Attachment Code: D592023 Master ID: 1383150, Certificate ID: 18832028

LOCKTON

For Informational Purposes Only

IMPORTANT NOTICE

To whom it may concern:

In our continued effort to provide timely certificate delivery, Lockton Companies is transitioning to paperless delivery of Certificates of Insurance going forward.

To ensure future renewals of this certificate, we need your email address. Please contact us via one of the methods below, referencing **Certificate ID 18832028**

- Email: *stl-edelivery@lockton.com*
- Phone: *(866) 728-5657 (toll-free)*

If we do not receive your email address via one of the above methods prior to the client's next renewal, we will assume you no longer need the certificate.

If you received this certificate through an internet link where the current certificate is viewable, we have your email and no further action is needed.

The above inbox is for collecting email addresses for renewal electronic certificate delivery ONLY. You will not receive a response from this inbox.

Thank you for your cooperation.

Lockton Companies

MarshMcLennan Agency

Marsh McLennan Agency
825 Maryville Centre Drive | Suite 200
Chesterfield | MO 63017
T +1 314 594 2700
MarshMMA.com

January 5, 2026

Re: Insituform Technologies, LLC

To Whom It May Concern:

Insituform Technologies, LLC is a valued Travelers Casualty and Surety Company of America surety customer. Travelers Casualty and Surety Company of America is one of the most financially sound insurance companies in the United States and enjoys a Best Rating of A++ with financial strength category of XV.

Due to Insituform Technologies, LLC's reputation, technical expertise, financial strength, quality equipment and experienced labor force, Marsh McLennan Agency LLC is prepared to consider performance and payment bonds for single jobs in the $250,000,000 range with an aggregate work program of $700,000,000.

Should a project be awarded to and accepted by Insituform Technologies, LLC, we are prepared to consider providing the required bonds on their behalf. Any bonds are subject to acceptable review of the contract terms and conditions, bond forms, confirmation of financing, and any other underwriting considerations at the time of the request. It should be understood that any arrangement for bonds is strictly a matter between Insituform Technologies, LLC and Travelers Casualty and Surety Company of America. We assume no liability to third parties or to you if for any reason we do not execute said bonds.

Please feel free to contact me if you have any specific questions regarding Insituform Technologies, LLC or their surety bond program.

Sincerely,

Andrew P. Thome, CEO

SECTION 2

Subcontractors

Insituform®
An azuria Water Solutions Company

Subcontractors

Insituform Technologies plans to utilize Paxon Energy & Infrastructure for this project.

https://paxonengineering.com/

Paxon will handle the pigging and cleaning of the 16" DI water main.

Insituform®
An azuria Water Solutions Company

March 30, 2026

SECTION 3

Primus Line® Brochures

Insituform®
An azuria Water Solutions Company

PRIMUS LINE

The prime solution for pipes.

Water

Primus Line® – Flexible technology for the trenchless rehabilitation of pressure pipes

- ✓ Potable water
- ✓ Firefighting water
- ✓ Industrial water
- ✓ Sea water Waste
- ✓ water

Gas

Oil

Industry

NSF/ANSI 61

Drinking Water

PROUD MEMBER NASSCO

AWWA MEMBER

PRIMUS LINE® WATER

APPLICATION

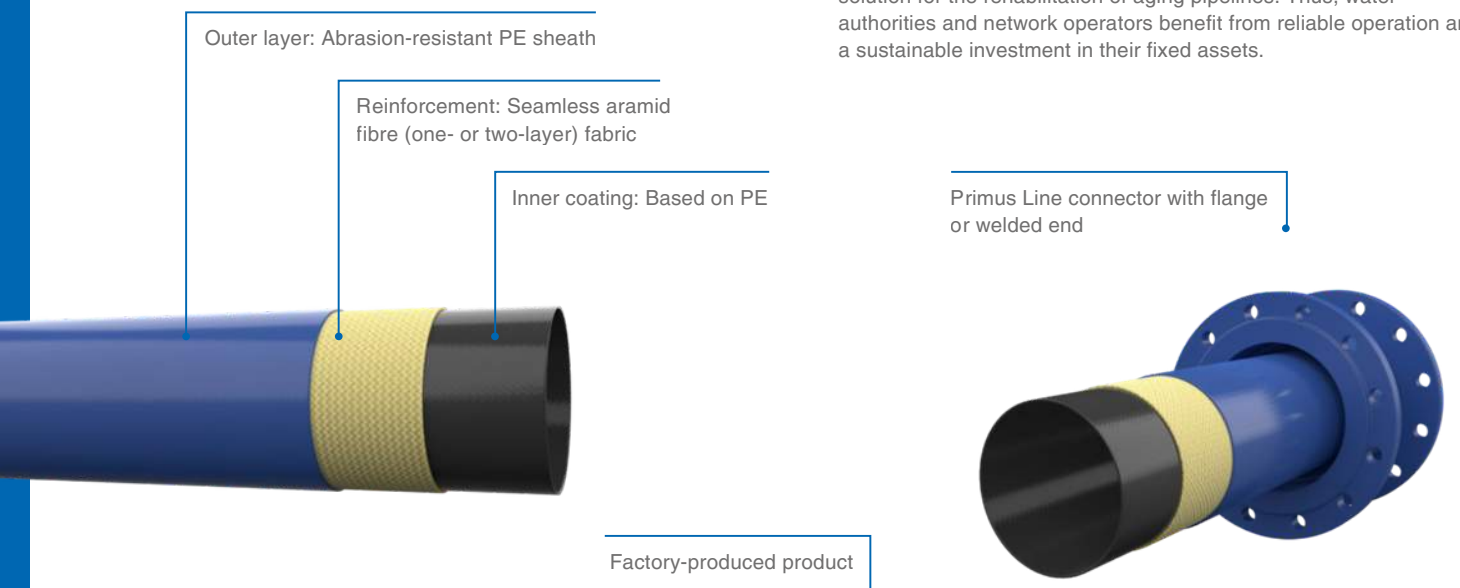
Pipeline rehabilitation made easy

Primus Line® is an innovative technology for the trenchless rehabilitation of pressure pipelines for different media such as water, gas and oil. The process is based on a flexible high-pressure pipe and a connection technology developed specifically for this system.

Primus Line® is suitable for the transportation of various liquids in the field of water and holds drinking water approvals in numerous countries.

The ideal flow characteristics caused by an extremely smooth inner coating and the optimized systems for high-, medium- and low-pressure requirements make Primus Line® an economical solution for the rehabilitation of aging pipelines. Thus, water authorities and network operators benefit from reliable operation and a sustainable investment in their fixed assets.

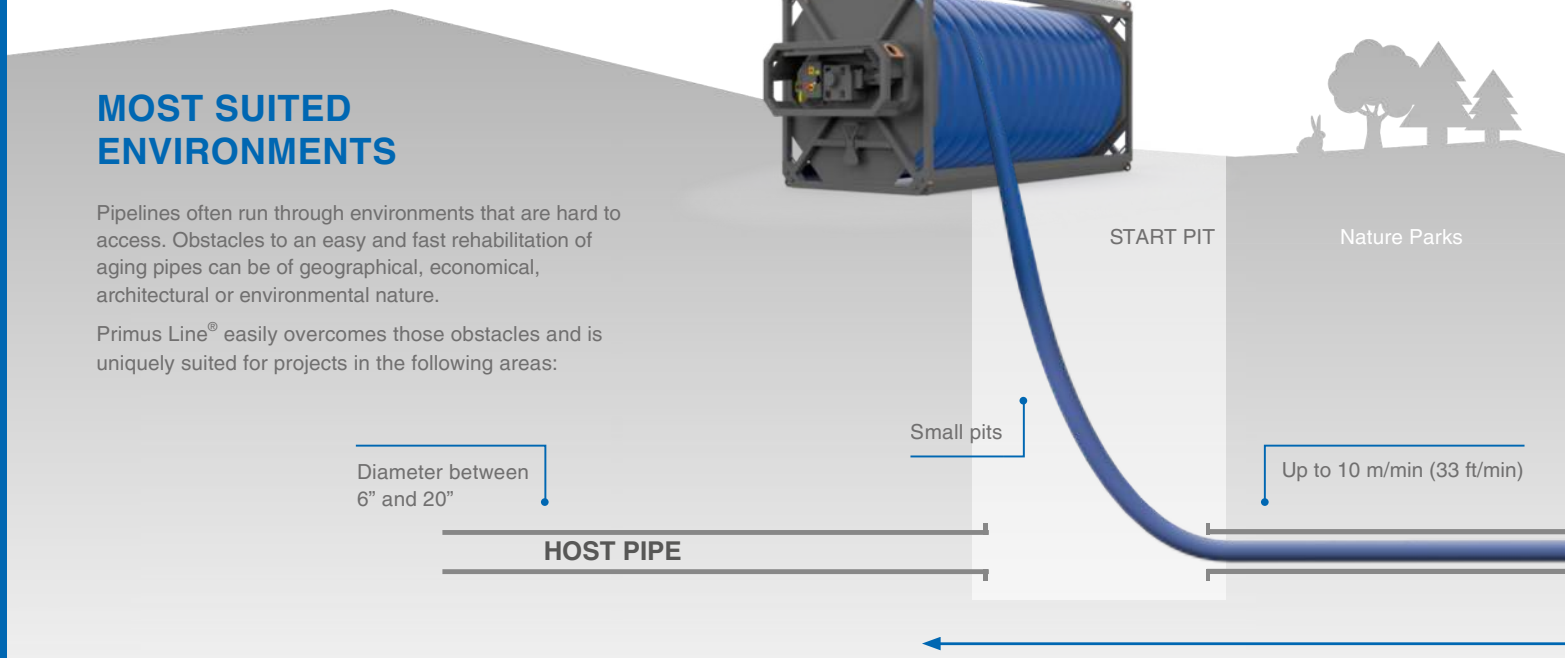
FEATURES



MOST SUITED ENVIRONMENTS

Pipelines often run through environments that are hard to access. Obstacles to an easy and fast rehabilitation of aging pipes can be of geographical, economical, architectural or environmental nature.

Primus Line® easily overcomes those obstacles and is uniquely suited for projects in the following areas:



PRIMUS LINE

The prime solution for pipes.

Save time and money!

• Installation speeds of up to 10 meters per minute (33 feet per minute) • Up to 2,500 meters (approx. 8,200 feet) per pull • Quick re-commissioning for minimal time of service interruption • Low pre-investment for installers

Simplify the engineering process!

• Installation through multiplebendsof up to 45° • Withstands thermal expansion of the host pipe and seismic movement • Fully flexible seamlessly woven aramid fabric

Protect the environment and the neighborhood!

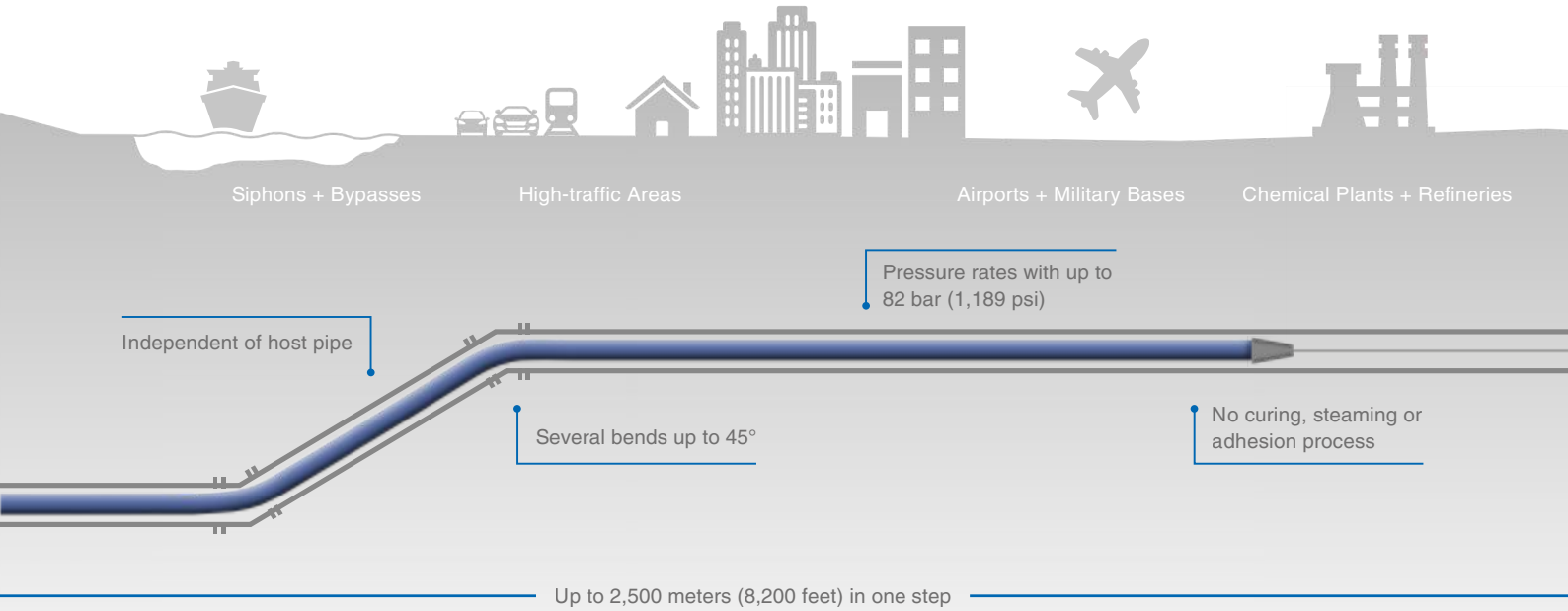
• Minor installation footprint • Small pits and reduction of road work • Reduced use of machinery • Decreased impact on traffic • Minimal disturbance of daily life around

Increase your pressure rates!

• Burstpressure rates up to 206bar(2,987psi) • Operating pressure up to 82 bar (1,189 psi) • Independent of host pipe

Extend the service life!

• 100%quality control during the manufacturing process and before shipping • No curing, steaming or adhesion process • Independent of weather conditions during installation • 50⁺-year lifetime



SECTION 4

Installer Certifications

Insituform®
An azuria Water Solutions Company

CERTIFICATE Nr: 200211

Confirmation to

Mr. Jeff Settle

Azuria Water Solutions
580 Goddard Avenue
St. Louis, MO 63005
United States

PRIMUS LINE

was trained to install the Primus Line© System Low Pressure, Medium Pressure and High Pressure for gas, oil and water applications in a host pipe.

The theoretical and the practical training was done by Mr. Robert Goletz.

The training course was performed in St. Louis MO, USA from March 29th – 30th, 2022.

The Primus Line training included:

- **The STOP in the inner and outer coating of Primus Line**
- **Assembling of the Primus Line steel wire**
- **Inserting the pre-folded liner by using a Primus Line steel wire**
- **Assembling the Primus Line pulling head**
- **Inserting the pre-folded liner**
- **Instructions to work with pressurized air, pneumatic pipe stoppers and pressure control valves**
- **Pressurizing the Primus Line liner with compressed air**
- **Assembling the low pressure (M) connector equipped with flanges**
- **Dismantling the low pressure (M) connector**
- **Assembling the medium and high pressure (R) connector equipped with flanges (flange at connector core and at external sleeve)**
- **The resin "Diamant" operating the dispenser and filling the pressing cylinder**
- **Cleaning of the pressing cylinder**

Cham, April 12th, 2022

Rädlinger primus line GmbH
Robert Goletz
(Technical Director)

CERTIFICATE Nr: 200212

Confirmation to

Mr. Danny Mainard

Azuria Water Solutions
580 Goddard Avenue
St. Louis, MO 63005
United States

PRIMUS LINE

was trained to install the Primus Line© System Low Pressure, Medium Pressure and High Pressure for gas, oil and water applications in a host pipe.

The theoretical and the practical training was done by Mr. Robert Goletz.

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- **Inserting the pre-folded liner by using a Primus Line steel wire**
- **Assembling the Primus Line pulling head**
- **Inserting the pre-folded liner**
- **Instructions to work with pressurized air, pneumatic pipe stoppers and pressure control valves**
- **Pressurizing the Primus Line liner with compressed air**
- **Assembling the low pressure (M) connector equipped with flanges**
- **Dismantling the low pressure (M) connector**
- **Assembling the medium and high pressure (R) connector equipped with flanges (flange at connector core and at external sleeve)**
- **The resin "Diamant" operating the dispenser and filling the pressing cylinder**
- **Cleaning of the pressing cylinder**

Cham, April 12th, 2022

Rädlinger primus line GmbH
Robert Goletz
(Technical Director)

SECTION 5

Work Plan & Bid Schedule

Insituform®
An azuria Water Solutions Company

March 30, 2026

Wharton Smith
P.O. Box 471028
Lake Monroe, FL 32747-1028

RE: City of Port Orange, Florida – 16” Water Main Rehabilitation

Dear Wharton-Smith,

Port Orange's 16” transmission main is a critical component of the city’s water distribution network. Its rehabilitation requires a partner with proven technical expertise, pressure-pipe experience, and a deep understanding of trenchless renewal. Insituform Technologies, LLC (Insituform) is uniquely positioned to meet that challenge. As the pioneer of cured-in-place pipe (CIPP) technology and the industry leader in trenchless pipeline rehabilitation, we combine global innovation with local delivery to restore vital infrastructure safely, efficiently, and with minimal disruption to the community.

For this project, our team will deliver a fully engineered, FFRP (Primus® Line) trenchless design capable of withstanding long-term service requirements. Primus systems have been successfully applied in thousands of linear feet of pressure and potable waterline renewals across North America. General Superintendent Jeff Settle leads our efforts, working alongside Brandt Curvel to ensure seamless coordination and technical oversight. Our field team includes lead General Superintendent Danny Mainard, Superintendent Dan Kulp, Justin Kulp, and Ryan Drullinger. Each team member brings specialized expertise in Primus installs with transmission mains. Together, they represent a field-proven team committed to technical precision, schedule reliability, and a zero-compromise approach to safety and quality.

We acknowledge receipt of Addendum 1 and 2. With local resources, national backing, and unmatched FFRP experience, we are ready to help Port Orange restore this essential transmission main to full service and reliability. **Insituform will be solely responsible for pressure testing the Primus Liner after installation at a 150 psi for two hours.**

Sincerely,

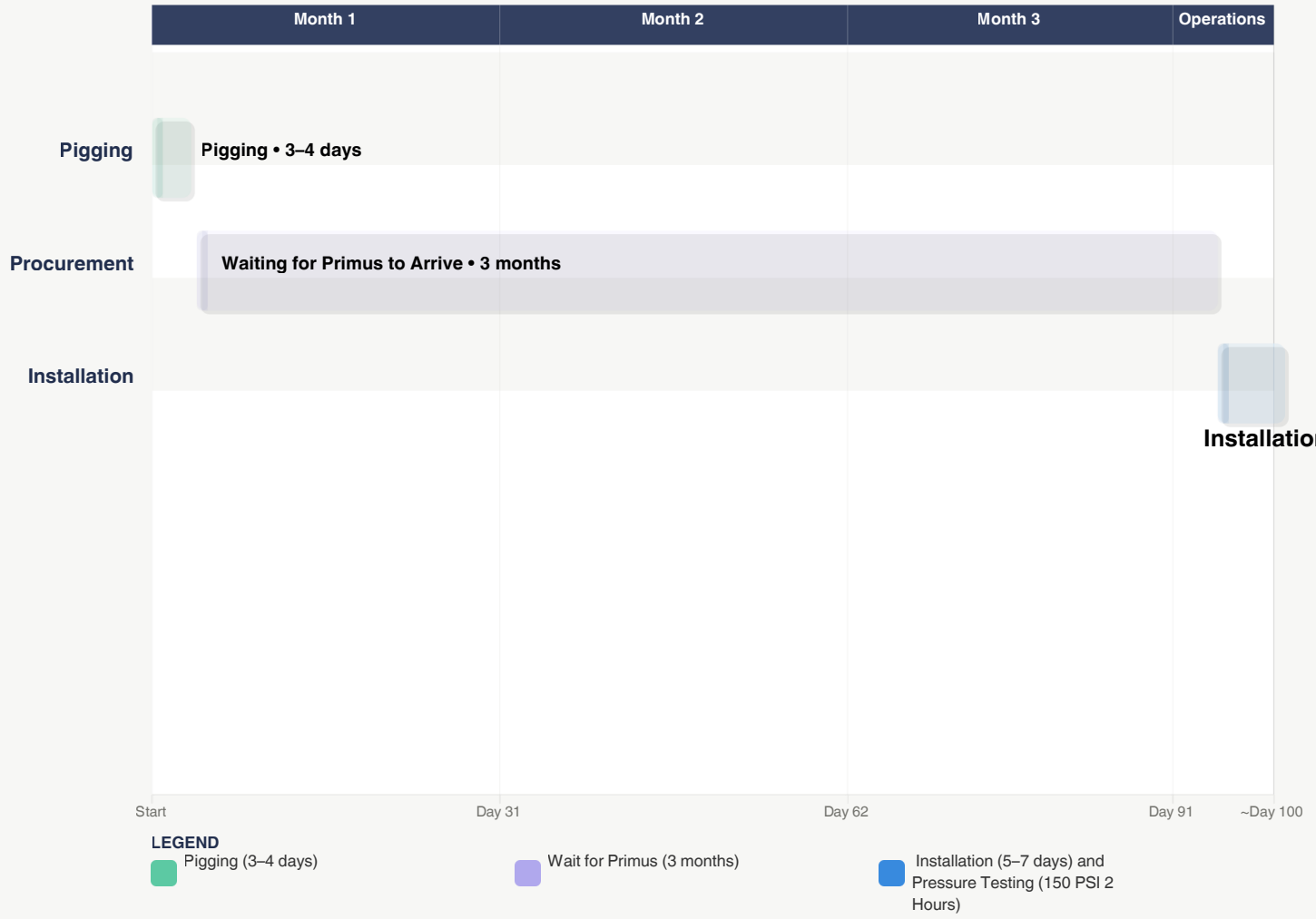
Dave Raymond

Dave Raymond | Commercial Manager
draymond@azuria.com | Mobile: 904.465.3267 | Fax: 904.292.3198
6966 Business Park Blvd. | Jacksonville, FL 32256

BID SCHEDULE

Pipeline Operations — Phased Timeline

Project Timeline
3 Phases



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SECTION 6

Resumes

Insituform®
An azuria Water Solutions Company

JEFF SETTLE

General Superintendent

Education

- High school graduate

Years of Industry Experience

- 1998 - current

Years of Similar Project Experience

- 1998 - current

Certifications

- Confined Space Entry
- OSHA – 10-hour course
- OSHA – 30-hour course
- Lull & forklift certificate
- Trenching & Shoring Compliance with 29 CFR Part 1926.650
- American Safety & Health Institute – CPR
- American Safety & Health Institute – FA
- Class A CDL
- HAZWOPER Certification

Contact

580 Goddard Ave.
Chesterfield, MO 63005
314-228-5431
jsettle@azuria.com

Jeff Settle has 25 years of field and operational experience with CIPP installations at Insituform Technologies. His operational experience includes specializing in small, medium, and large diameter gravity and pressure CIPP installation/testing.

His specific duties and responsibilities include:

- Bid Review
- Subcontracting
- Project Scheduling
- Oversee equipment maintenance
- Managing/coordinating crews
- Ordering job site materials

Highlights of Related Project Experience

Project: NASA

Client / Location: Cleveland, OH
Duration: 30 days year 2023
Role: Superintendent
Description: Rehab of existing 48” pressure pipe CIPP
Total footage: 1,000 LF
Contract value: $ 2.1 million
*Voted “Project of the Year” by Trenchless Technologies Magazine

Project: Grand Canyon

Client / Location: Grand Canyon National Park, AZ
Duration: 1 week year 2023
Role: Superintendent
Description: Rehab of existing 6” reclaimed water line with Primus Line
Total footage: 9,000 LF
Contract value: $ 4.5 million

Project: North Charleston Sewer Project

Client / Location: Charleston, SC
Project Duration: 2022- 2023
Project Role: Superintendent
Project Description: Rehab of existing 30” pressure pipe CIPP
Total footage: 9,000 LF
Contract value: $ 12 million

BRANDT CURVEL

Project Manager

Education

- Univ. of N. Florida - BA in Marketing

Years of Industry Experience

- 1998 - current

Years of Similar Project Experience

- 1998 - current

Certifications

- Confined Space Entry
- OSHA – 10-hour course
- Trenching & Shoring Compliance with 29 CFR Part 1926.650
- JEA - Safety Leadership Development

Contact

580 Goddard Ave.
Chesterfield, MO 63005
904-886-3737
bcurvel@azuria.com

Brandt Curvel has 24 years of field and operational experience at Insituform Technologies. He controls and directs field crews specifically trained in all aspects of sewer evaluation and rehab work. He is directly responsible for the daily execution of the fieldwork and the collection of field-related data

His specific duties and responsibilities include:

- Scheduling projects
- Managing subcontractor work
- Project Scheduling

Highlights of Related Project Experience

Project: NASA

Client / Location: Cleveland, OH
Duration: 30 days year 2023
Role: Superintendent
Description: Rehab of existing 48” pressure pipe CIPP
Total footage: 1,000 LF
Contract value: $ 2.1 million

Project: Grand Canyon

Client / Location: Grand Canyon National Park, AZ
Duration: 1 week year 2023
Role: Superintendent
Description: Rehab of existing 6” reclaimed water line with Primus Line
Total footage: 9,000 LF
Contract value: $ 4.5 million

Project: North Charleston Sewer Project

Client / Location: Charleston, SC
Project Duration: 2022- 2023
Project Role: Superintendent
Project Description: Rehab of existing 30” pressure pipe CIPP
Total footage: 9,000 LF
Contract value: $ 12 million

DANNY MAINARD

Superintendent

Education

- High school graduate

Years of Industry Experience

- 2005 - current

Years of Similar Project Experience

- 2005 - current

Certifications

- Confined Space Entry
- OSHA – 10-hour course
- OSHA – 30-hour course
- Lull & forklift certificate
- Trenching & Shoring Compliance with 29 CFR Part 1926.650
- American Safety & Health Institute – CPR
- American Safety & Health Institute – FA
- Class A CDL
- HAZWOPER Certification

Contact

580 Goddard Ave.
Chesterfield, MO 63005
816-8057941
dmainard@azuria.com

Danny Mainard has 20+ years of field and operational experience with CIPP installations at Insituform Technologies. His operational experience includes specializing in small, medium, and large diameter gravity and pressure CIPP installation/ testing.

His specific duties and responsibilities include:

- Looking at job sites
- Assisting & managing crews
- Attending bid calls
- Assisting with vehicles, maintenance & equipment
- Coordinating crew equipment & logistics
- Ordering job site materials

Highlights of Related Project Experience

Project: NASA

Client / Location: Cleveland, OH
Duration: 30 days year 2023
Role: Superintendent
Description: Rehab of existing 48” pressure pipe CIPP
Total footage: 1,000 LF
Contract value: $ 2.1 million
*Voted “Project of the Year” by Trenchless Technologies Magazine

Project: Grand Canyon

Client / Location: Grand Canyon National Park, AZ
Duration: 1 week year 2023
Role: Superintendent
Description: Rehab of existing 6” reclaimed water line with Primus Line
Total footage: 9,000 LF
Contract value: $ 4.5 million

Project: North Charleston Sewer Project

Client / Location: Charleston, SC
Project Duration: 2022- 2023
Project Role: Superintendent
Project Description: Rehab of existing 30” pressure pipe CIPP
Total footage: 9,000 LF
Contract value: $ 12 million

Project: VDOT Tunnel Project

Client / Location: Virginia Dept. of Transportation
Project Duration: 2020
Project Role: General superintendent
Project Description: Rehab of existing 8” Thermal pipe
Total footage: 7,400 LF
Contract value: $ 2.1 million

JUSTIN KULP

Superintendent

Education

- High school graduate (2007)
- Aircraft Structural Maintenance Technology School (2008)
- Military - Air Guard (2008-2014)

Years of Industry Experience

- 11 years

Years of Similar Project Experience

- 11 years

Certifications

- Confined Space Entry
- OSHA – 10-hour course
- OSHA – 30-hour course
- Trenching & Shoring Compliance with 29 CFR Part 1926.650
- American Safety & Health Institute – CPR
- American Safety & Health Institute – FA
- Class A CDL
- HAZWOPER Certification
- Hazmat license
- Iowa State Railroad Certification

Contact

580 Goddard Ave.
Chesterfield, MO 63005
816-805-7941
jkulp@azuria.com

Justin Kulp has 11+ years of field and operational experience with CIPP installations at Insituform Technologies. His operational experience includes specializing in small, medium, and large diameter Over-the-Hole wetout and installation applications.

His specific duties and responsibilities include:

- Looking at job sites
- Assisting & managing crews
- Attending bid calls
- Assisting with vehicles, maintenance & equipment

Highlights of Related Project Experience

Project: DC Water PCCP Emergency Rehab - Anacostia Park

Client / Location: Washington, D.C. (DC Water)
Duration: 2024-2025
Role: Superintendent
Description: Rehab of 30" pipe
Total footage: 600 LF
Contract value: $ 745,000

Project: OCSD Gisler-Red Hill Interceptor & Baker Forcemain Rehab

Client / Location: Orange County, CA (OC Sanitation District)
Project Duration: 2024- 2025
Project Role: Superintendent
Project Description: Rehab of existing 42” pipe
Total footage: 12,400 LF
Contract value: $ 20 million

Project: El Paso - Montana Avenue Watermain Replacement

Client / Location: El Paso, TX
Project Duration: 2024-2025
Project Role: Superintendent
Project Description: Rehab of existing 8” & 12" pipe
Total footage: 8,000 LF
Contract value: $ 13 million

DAN KULP

General Superintendent

Education

- High school graduate

Years of Industry Experience

- 2013 - current

Years of Similar Project Experience

- 2010 - current

Certifications

- Confined Space Entry
- OSHA – 10
- Lull & forklift certificate
- Trenching & Shoring Compliance with 29 CFR Part 1926.650
- American Safety & Health Institute - CPR
- American Safety & Health Institute – FA
- Class A CD
- HAZWOPER Certification

Contact

580 Goddard Ave.
Chesterfield, MO 63005
314-370-9714
dkulp@azuria.com

Dan Kulp has 11+ years of field and operational experience with CIPP installations at Insituform Technologies. His operational experience includes specializing in small, medium, and large diameter gravity and pressure CIPP installation/ testing.

His specific duties and responsibilities include:

- Bid Review
- Subcontracting
- Project Scheduling
- Oversee equipment maintenance
- Managing/ coordinating crews
- Ordering job site materials

Highlights of Related Project Experience

Project: NASA

Client / Location: Cleveland, OH
Duration: 30 days year 2023
Role: Superintendent
Description: Rehab of existing 48” pressure pipe CIPP
Total footage: 1,000 LF
Contract value: $ 2.1 million
*Voted “Project of the Year” by Trenchless Technologies Magazine

Project: Grand Canyon

Client / Location: Grand Canyon National Park, AZ
Duration: 1 week year 2023
Role: Superintendent
Description: Rehab of existing 6” reclaimed water line with Primus Line
Total footage: 9,000 LF
Contract value: $ 4.5 million

Project: North Charleston Sewer Project

Client / Location: Charleston, SC
Project Duration: 2022- 2023
Project Role: Superintendent
Project Description: Rehabilitation of existing 30” pressure pipe CIPP
Total footage: 9,000 LF
Contract value: $ 12 million

SECTION 7

Primus Line® References

Insituform®
An azuria Water Solutions Company

Primus Line Installations

By Insituform Technologies

Client / Location: National Renewable Lab (15013 Denver W. Pkwy Golden, CO)
Scope / Cost: 2,650 LF of 10” DIP with 6” Primus | $1 million
Date: January 2026
Contact: Audrey Murray, Mortenson PE | Audrey.murray@mortenson.com | 574-360-9204

Client / Location: La Crosse, WI (400 La Crosse St, La Crosse, WI 54601)
Scope / Cost: 2,900 LF of 14” FM | $2 million
Date: June 2025
Contact: Brian Hein, Assistant Super - WWTP | 608.789.7323 | heinb@cityoflacrosse.org

Client / Location: Johnson County, KS (206 S. Main St. Johnson City, KS 67855)
Scope / Cost: 1,700 LF of 10” Potable Cast Iron | $900,000
Date: July 2025
Contact: Brandon Morris | 913.207.5234 | brandon.morris@jcw.org

Client / Location: Colorado Springs, CO (107 N Nevada Ave, Colorado Springs, CO
Scope / Cost: 545 LF of 8” Primus DIP | $300,000
Date: 2025
Contact: Natalie Crock, PE | ncrock@csu.org | 719-668-4675

Client / Location: Golden, CO (911 10th St, Golden, CO 80401)
Scope / Cost: 444 LF of 6” Potable for Cast Iron | $250,000
Date: June 2024
Contact: Les Major, Director | 303-384-81740| lmajor@ci.golden.net

Client / Location: Wood Dale, IL (404 N. Wood Dale Rd, Wood Dale, IL 60191)
Scope / Cost: 2,785 LF of 10” Sewer Force Main Iron Pipe | $1.5 million
Date: August 2024
Contact: Brad Kittilson | 630-350-3542 | bkittilson@ci.wood-dale.us

Client / Location: JEA, FL (225 N. Pearl St., Jacksonville, FL 32202)
Scope / Cost: 400 LF of 16” Potable Bridge Crossing Potable (Steel) | $500,000
Date: January 2024
Contact: Scott Anaheim | 904-665-8415 | anahsa@jea.com

Primus Line Installations

By Insituform Technologies

Client / Location: New Bedford (256 Samuel Barnett Blvd, N. Darmouth, MA 02747)
Scope / Cost: 600 LF of 12" DIP Sewer FM | $400,000
Date: April 2023
Contact: Jim Costa | 508-979-1550| jcosta@newbedford-ma.gov

Client / Location: West Springfield, MA (26 Central St. West Springfield, MA 01089)
Scope / Cost: 400 LF of 16-in Asbestos Cement (AC) Raw Water Main | $375,000
Date: April 2023
Contact: Connor Knightly | 413-263-3249 | cknightly@townofwestspringfield.org

Client / Location: Lee's Summit, MO (220 SE Green St, Lee Summit, MO 64063)
Scope / Cost: 3,600 LF of 16-in & 18-in DIP Sewer FM (2 lengths. 1,800 LF each) | $3.25 million
Date: February 2023
Contact: Amanda Bagwell | 816-969-1918 | Amanda.bagwell@cityofls.com

Client / Location: North Florida, (225 N. Pearl St., Jacksonville, FL 32202)
Scope / Cost: 1,400 LF of 12-in Bridge Mounted Water Main (Steel) | $1 million
Date: April 2022
Contact: Erin Hilton-Jones | 904-608-1434 | hiltem2@jea.com

Client / Location: Oregon Capital Building, Salem, OR (900 Ct St NE, Salem, OR 97301)
Scope / Cost: Two (2) 100 LF 12-in Vertical Steel Risers inside Capital | $250,000
Date: December 2021
Contact: Doug Vanderpool, 971-803-2379, dougV@totalmechanical.com

Client / Location: Central Florida
Scope / Cost: 2,650 LF of 10" DIP with 6" Primus | $1 million
Date: October 2021
Contact: Janine Alexander | 312-388-5178 | Janine.alexander@tetratech.com

Client / Location: Corteva, Michigan (3100 James Savage Rd. Midland, MI, 48642)
Scope / Cost: 2,100 LF of 14-in Steel Pipe | $1.75 million
Date: July 2021
Contact: John Keyes, 989-954-7235, john.keyes@corteva.com

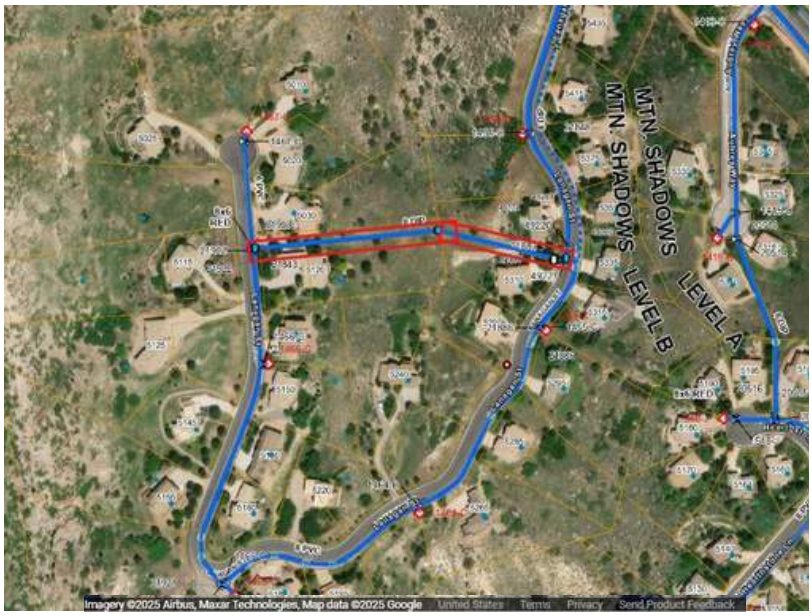
Client / Location: Golden, Colorado, (911 10th St, Golden, CO 80401)
Scope / Cost: 575 LF of 12-in Cast Iron Water Main | $500,000
Date: June 2021
Contact: Les Major | 303-384-8170 | lmajor@ci.golden.co.us

SECTION 8

Case Studies

Insituform®
An azuria Water Solutions Company

JOB REPORT



REHABILITATION IN A RESIDENTIAL AREA IN COLORADO SPRINGS

CLIENT
Colorado Springs Utilities

YEAR OF CONSTRUCTION
2025

TYPE OF CONSTRUCTION MEASURE
Rehabilitation of 535 linear feet of potable water transmission pipe under Lanagan Street between houses

OUR SERVICES
- Supply and delivery of the flexible medium-pressure Primus Liner DN 200 (ANSI/NSF 61 approved)
- Supply and delivery of Primus Line medium-pressure connectors with ANSI flanges DN 200

SITUATION
Colorado Springs Utilities had a potable water pipeline that had been compromised due to age and was decommissioned temporarily. There were mechanical faults causing leaks at the joints of the system with soil erosion and water loss in the section spanning the compromised system. The system was comprised of 535 linear feet of Griffin class 52 8" ductile iron pipe with OD of 9.05" and thickness of 0.33" for inside diameter of 8.39" ID. But with cement mortar lining, it was 8.265" ID. The pipeline had a 22-degree bend with operating pressure of 177 PSI with a hydrostatic test requirement of 227 PSI. The pipeline access points were in a residential area in the downstream pit, which required a very low profile for access and rehabilitation staging. The pipeline ran directly underneath a roadway between two driveways, so the access pits needed to be low-profile to not disrupt residents.

TECHNICAL DETAILS

Material of HostPipe:	Ductile iron with cement lining
Transported Fluid:	Potable water 9.05” OD /
Diameter of HostPipe:	8.265” ID 177 PSI MD DN200 /
Operating Pressure:	8" - W 535 LF 1 2 days
Primus Line® System:	
Total Length: Number of Sections: Installation Time:	

REHABILITATION SYSTEM

Primus Line DN 200 FFRP and 2 Primus Line® DN 200 connectors (2 x medium pressure) for reintegration into the existing water main

PROJECT DESCRIPTION

The primary factor was accessibility, given the bend in the middle of the pipeline and the pressures at this location. See the visual highlighting the rehabilitated section in the red polygon. Although this was a redundant main, it could not be abandoned due to fire flow requirements for the hydrant at the dead-end (1467- C).

The main itself was situated behind homes on a steep hillside, with a 22.5-degree bend at the steepest section. Because of the terrain, there were significant concerns about moving heavy machinery through the area if the city pursued open-cut replacement. This led them to evaluate lining options.

Initially, Colorado Springs considered Class 4 liners; however, it would have required a pit at the fitting, located in the middle of the hillside behind residential properties. Additionally, most Class 4 liners are limited to 150 psi, which was below the project’s pressure requirements.

Given these site restrictions and pressure considerations, the most suitable solution was Primus Line®.

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Insituform®
An azuria Water Solutions Company

Primus Line Powers Water Reliability in the Grand Canyon

CASE STUDY

In the fall of 2023, the National Park Service was faced with leaks from pressurized water pipelines in a reclamation area of the Grand Canyon. The reclaimed water is essential to local wildlife and critical tourism destinations in and around the park and serves the restaurants and hotels inside the national park.

With initial information in hand, Insituform Technologies suggested installing cured-in-place pipe (CIPP) to rehabilitate the critical water lines.

However, following site visits, significant challenges – including terrain and the presence of wildlife – were apparent. The rough terrain presented multiple access issues for CIPP equipment, and the client needed the project to be completed on an accelerated timeline.

With more information in hand, the team determined that Primus Line was the best approach with its limited access requirements, smaller footprint, and shorter install time.

In just two weeks, the teams successfully installed 5,500 linear feet of 6” diameter and 800 linear feet of 8” Primus Line liner.

The finished pipe passed key pressure tests, reclaimed water line leaks were eliminated, disruptions at the park were minimal; in fact, the rehabilitation project timeline was reduced by 50% versus the original project plan.

THANK YOU

Insituform®

An azuria Water Solutions Company

SECTION 4 – RISK REGISTER

WHARTON-SMITH

Risk Register

Project: Force Main River Crossing **Project Phase: GMP** **Date:**

Risk Identification			Risk Assessment				Risk Control Measures	Risk Allocation					Comments / Notes
ID No.	Risk Issue	Risk Type	Status	Potential Cost Impact	Potential Schedule Impact	Probability (0-100%)	Risk Mitigation Strategy	Risk Owner	Weighted Cost Exposure (Prob x PCI)	Cost Offset By Allowance	Cost Offset By Contingency	Unmitigated Cost Exposure	
General Items													
1	Adverse Weather	Adverse Weather	New	$38,070	10	100%	Provide for reasonable float in schedule and create emergency response plan.	Owner	$38,070		$38,070	$0	
2	Permitting Delays	Permitting	New	$57,105	15	25%	Engage Agency and Shareholders early in process and promote transparent communication. Obtain all permits prior to mobilization.	Owner	$14,276		$14,276	$0	
3	Utility Delays	Other	New	$19,035	5	25%	Engage Utility Company early in process to assist in finalizing design and expediting procurement.	Owner	$4,759		$4,759	$0	
4	Procurement / Delivery Delays	Procurement	New	$57,105	15	40%	Early procurement on key equipment and materials. Includes submittal approval delays.	Contractor	$22,842		$22,842	$0	
5	Construction Delays / Subcontractor Performance	Construction Schedule	New	$76,140	20	50%	Select qualified subcontractors with adequate resources and engage them in Wharton-Smith's production planning system on a weekly basis.	Contractor	$38,070		$38,070	$0	
6	Critical Path Delays - Owner Evaluation and Decision Making	Construction Schedule	New	$57,105	15	10%	Owner representative must be responsible for timely decisions and issuing contract amendments in a timely manner for procurement to be expedited.	Owner	$5,711		$5,711	$0	
Final Design Items													
7	Unanticipated Design Requirements After GMP	Design	New	$107,105	15	15%	Limit scope to only those items identified in bid documents.	Owner	$16,066		$16,066	$0	
Project Execution Items													
8	Material Escalations (HDPE)	Price Escalation	New	$199,800	0	100%	Expedite the start of construction, issuance of subcontracts and POs, and early procurement.	Contractor	$199,800		$199,800	$0	
9	Latent Defects (Manufacturing)	Quality	New	$48,070	10	20%	Inspect fabrications in shop (prior to delivery) where possible.	Contractor	$9,614		$9,614	$0	
10	Piping Conflicts	Constructability	New	$50,000	0	80%	Underground conflict review drawings and tables should be developed to identify piping conflicts and rerouting options.	Contractor	$40,000		$40,000	$0	
11	Unforeseen Subsurface Conditions	Unknown Site Conditions	New	$88,070	10	100%	Perform Subsurface Utility Exploration where possible to identify and locate existing conditions and conflicts prior to construction.	Owner	$88,070		$88,070	$0	
12	Restoration / Patching of Collateral Damage	Undefined Scope	New	$150,000	0	100%	Perform layout and use proper demo equipment for cutting and restore affected areas back to normal.	Contractor	$150,000		$150,000	$0	
13	Frac-out or inadvertent returns during HDD under Halifax River	Other	New	$68,070	10	35%	Implement and adhere to the Frac-Out Plan (Appendix A); maintain containment and emergency response kits on site	Contractor	$23,825		$23,825	$0	
14	Subaqueous HDD alignment or depth deviation	Other	New	$38,070	10	35%	Engage experienced HDD contractor; require pre- and post- bore as-builts; consider pilot bore tracking and alignment checks	Contractor	$13,325		$13,325	$0	
15	Impact to adjacent private properties, landscaping, or driveways	Other	New	$78,070	10	100%	Conduct pre-construction video documentation; notify residents; promptly restore disturbed areas	Contractor	$78,070		$78,070	$0	
16	Dewatering challenges due to groundwater conditions near the river	Other	New	$57,105	15	100%	Review geotechnical data; ensure appropriate dewatering plan and standby pumping capacity	Contractor	$57,105		$57,105	$0	
17	Unknown existing piping restraint conditions/limits	Constructability	New	$19,035	5	50%	Review all asbuilt information on existing piplines that will be removed or cut and capped to potentially identify pipe restraints including any thrust blocks OR soft dig existing joints to verify	Owner	$9,518		$9,518	$0	
18	Power poles and traffic mast arms may need to be held/supported during close excavations	Constructability	New	$15,000	0	75%	Identify poles in proximity to open trench methods. Contact owner of pole and inquire about any costs to hold poles if necessary	Contractor	$11,250		$11,250	$0	
19	FDOT Road restoration requirments - Traffic light control loops, pavement overlay length	Other	New	$22,614	2	100%	Verify existing signals are connected to the control loops and determine requirments to reconnect or connect to newer control system.	Contractor	$22,614		$22,614	$0	
20	Water Connection to Dunkin Donuts requires extensive work	Construction Schedule	New	$20,000	0	100%	Identify how exsiting water service is connected and how new water meter will be connected to existing service. Asphalt? Assumed to be in scope	Shared	$20,000		$20,000	$0	
21	Existing road base on some areas may be substandard such as shells.	Constructability	New	$44,035	5	75%	Core or pothole a few selected areas to confirm road base material	Contractor	$33,026		$33,026	$0	
Bid Allowances / Excluded Scope Items			New										
22	Bid Allowance - Building Department Fees	Excluded Scope	New	$25,000	0	100%	Bid allowance to be carried in GMP.	Owner	$25,000	$25,000		$0	
23	Bid Allowance - Independent Testing	Excluded Scope	New	$25,000	0	100%	Bid allowance to be carried in GMP.	Owner	$25,000	$25,000		$0	
		PROJECT TOTALS		**$1,359,604**	**172**				**$946,009**	**$50,000**	**$896,009**	**$0**	

WHARTON-SMITH

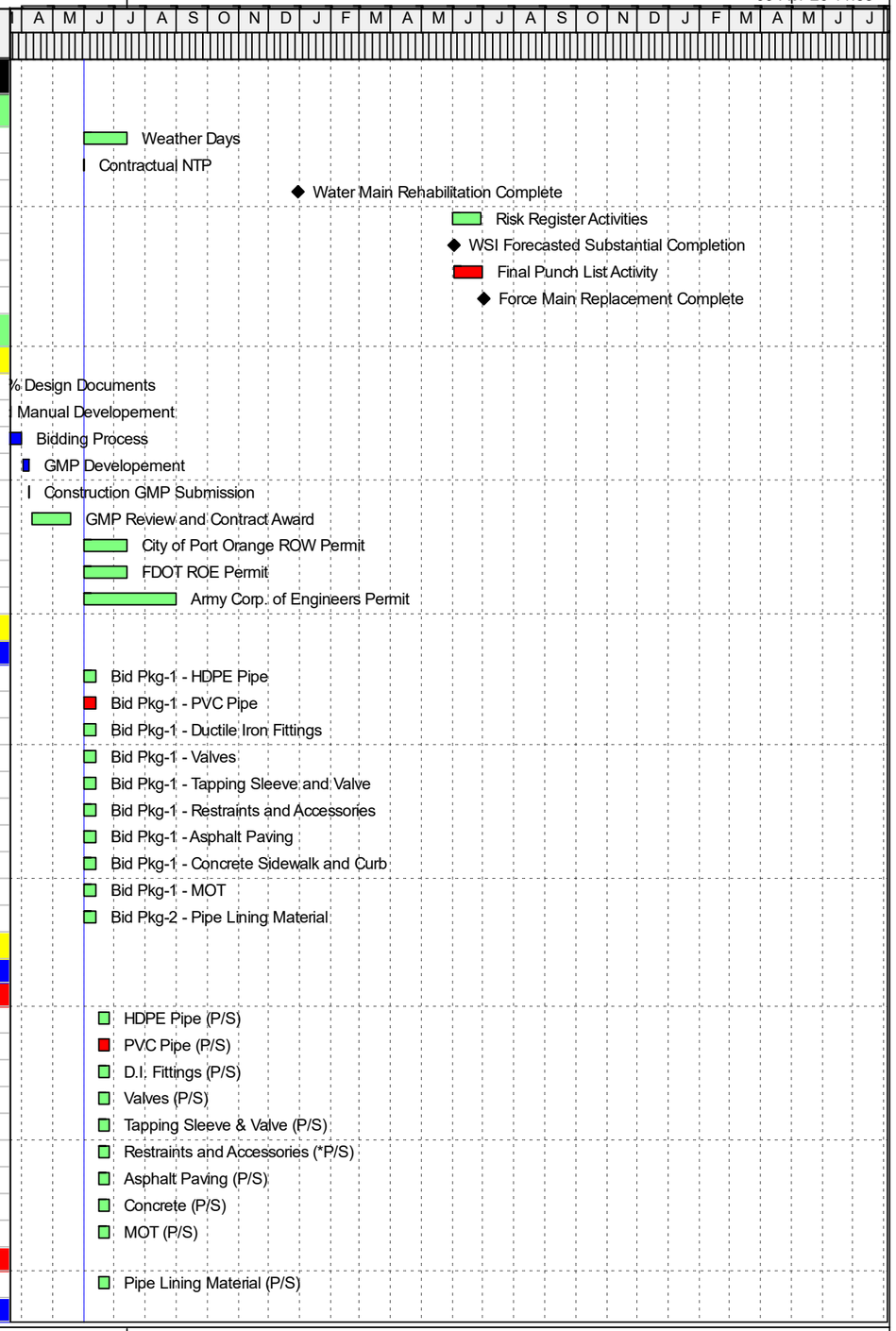
Risk Register

Project: Water Main River Crossing **Project Phase: GMP** **Date:**

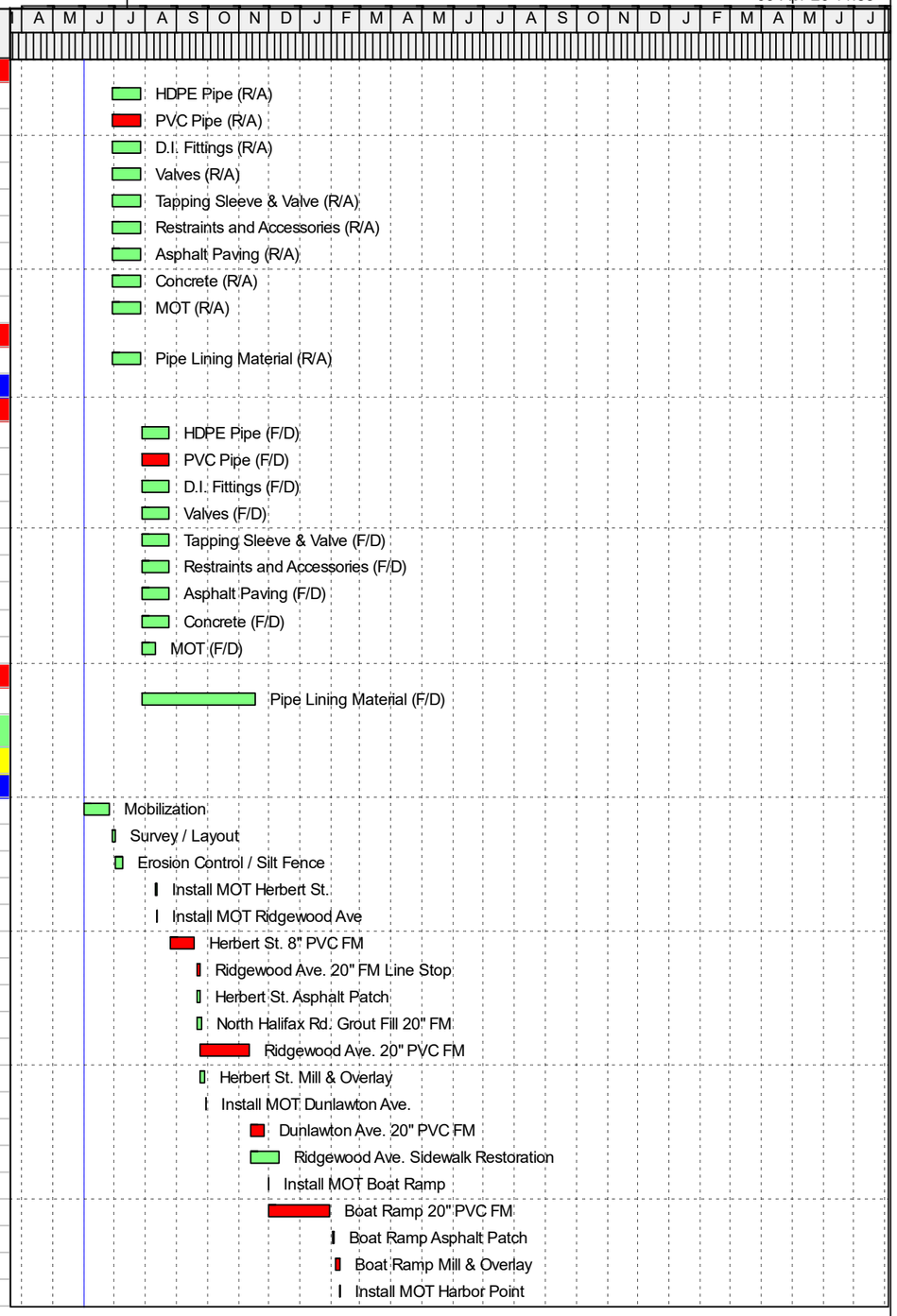
Risk Identification			Risk Assessment				Risk Control Measures	Risk Allocation					Comments / Notes
ID No.	Risk Issue	Risk Type	Status	Potential Cost Impact	Potential Schedule Impact	Probability (0-100%)	Risk Mitigation Strategy	Risk Owner	Weighted Cost Exposure (Prob x PCI)	Cost Offset By Allowance	Cost Offset By Contingency	Unmitigated Cost Exposure	
Final Design Items													
1	Unanticipated Design Requirements After GMP	Design	New	$10,000	0	25%	Limit scope to only those items identified in bid documents.	Owner	$2,500		$2,500	$0	
Project Execution Items													
2	Material Escalations	Price Escalation	New	$90,379	0	100%	Expedite the start of construction, issuance of subcontracts and POs, and early procurement.	Contractor	$90,379		$90,379	$0	
3	Latent Defects (Manufacturing)	Quality	New	$30,000	0	25%	Inspect fabrications in shop (prior to delivery) where possible.	Contractor	$7,500		$7,500	$0	
4	Piping Conflicts	Constructability	New	$10,000	0	50%	Underground conflict review drawings and tables should be developed to identify piping conflicts and rerouting options.	Contractor	$5,000		$5,000	$0	
5	Unforeseen Subsurface Conditions	Unknown Site Conditions	New	$25,000	0	100%	Perform Subsurface Utility Exploration where possible to identify and locate existing conditions and conflicts prior to construction.	Owner	$25,000		$25,000	$0	
6	Restoration / Patching of Collateral Damage	Undefined Scope	New	$20,000	0	50%	Perform layout and use proper demo equipment for cutting and restore affected areas back to normal.	Contractor	$10,000		$10,000	$0	
7	Impact to adjacent private properties, landscaping, or driveways	Other	New	$35,000	0	100%	Conduct pre-construction video documentation; notify residents; promptly restore disturbed areas	Contractor	$35,000		$35,000	$0	
8	Dewatering challenges due to groundwater conditions near the river	Other	New	$25,000	0	100%	Review geotechnical data; ensure appropriate dewatering plan and standby pumping capacity	Contractor	$25,000		$25,000	$0	
9	Operating condition of existing valves on water main	Constructability	New	$75,000	0	50%	Verify exsiting valves that need to be operated during construction are working properly prior to construction.	Owner	$37,500		$37,500	$0	
Bid Allowances / Excluded Scope Items			New										
10	Bid Allowance - Independent Testing	Excluded Scope	New	$7,500	0	100%	Bid allowance to be carried in GMP.	Owner	$7,500	$7,500		$0	
		PROJECT TOTALS		**$327,879**	**0**				**$245,379**	**$7,500**	**$237,879**	**$0**	

SECTION 5 – CONSTRUCTION SCHEDULE

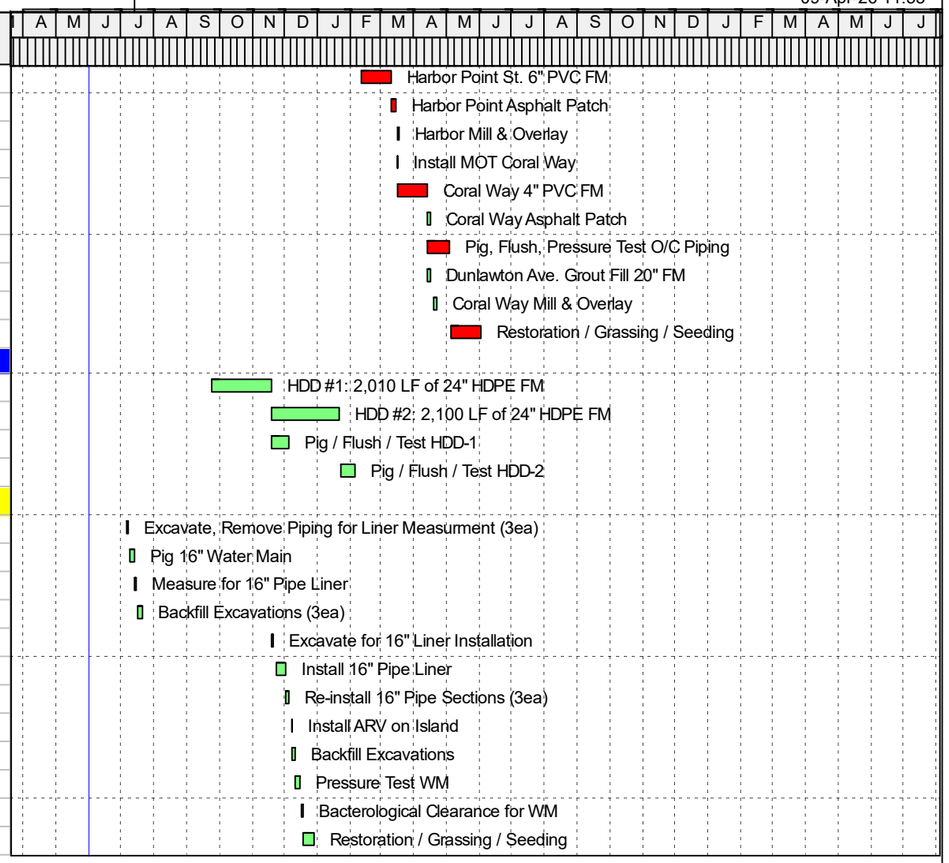
Activity ID	Activity Name	Original Duration	Remaining Duration	Total Float	Schedule % Complete	Start	Finish
Port Orange FM Repl and WM Rehab		348	310	0	0%	12-Feb-26 A	01-Jul-27
Executive Summary		273	273	0	0%	01-Jun-26	01-Jul-27
A1040	Weather Days	30	30	243	0%	01-Jun-26	13-Jul-26
A1080	Contractual NTP	0	0	0	0%	01-Jun-26*	01-Jun-26
A1010	Water Main Rehabilitation Complete	0	0	0	0%		30-Dec-26*
A1030	Risk Register Activities	20	20	2	0%	01-Jun-27*	28-Jun-27
A1020	WSI Forecasted Substantial Completion	0	0	0	0%		02-Jun-27
A1050	Final Punch List Activity	20	20	0	0%	03-Jun-27	30-Jun-27
A1000	Force Main Replacement Complete	0	0	0	0%		01-Jul-27*
Preconstruction		195	157	153	0%	12-Feb-26 A	17-Nov-26
Design, Permitting, Procurement		140	102	208	0%	12-Feb-26 A	31-Aug-26
A1110	90% Design Documents	1	0		100%	12-Feb-26 A	12-Feb-26 A
A1120	Bid Manual Developement	1	0		100%	13-Feb-26 A	13-Feb-26 A
A1130	Bidding Process	30	0		100%	17-Feb-26 A	30-Mar-26 A
A1140	GMP Developement	5	0		100%	01-Apr-26 A	07-Apr-26 A
A1150	Construction GMP Submission	0	0	245	100%	08-Apr-26	08-Apr-26
A1160	GMP Review and Contract Award	28	28	245	100%	10-Apr-26	19-May-26
A2020	City of Port Orange ROW Permit	30	30	30	0%	01-Jun-26*	13-Jul-26
A2030	FDOT ROE Permit	30	30	86	0%	01-Jun-26	13-Jul-26
A2040	Army Corp. of Engineers Permit	65	65	98	0%	01-Jun-26	31-Aug-26
Procurement / GMP		10	10	213	0%	01-Jun-26	12-Jun-26
Procurement		10	10	213	0%	01-Jun-26	12-Jun-26
A1170	Bid Pkg-1 - HDPE Pipe	10	10	103	0%	01-Jun-26	12-Jun-26
A1180	Bid Pkg-1 - PVC Pipe	10	10	0	0%	01-Jun-26	12-Jun-26
A1190	Bid Pkg-1 - Ductile Iron Fittings	10	10	213	0%	01-Jun-26	12-Jun-26
A1200	Bid Pkg-1 - Valves	10	10	213	0%	01-Jun-26	12-Jun-26
A1210	Bid Pkg-1 - Tapping Sleeve and Valve	10	10	213	0%	01-Jun-26	12-Jun-26
A1220	Bid Pkg-1 - Restraints and Accessories	10	10	213	0%	01-Jun-26	12-Jun-26
A1230	Bid Pkg-1 - Asphalt Paving	10	10	49	0%	01-Jun-26	12-Jun-26
A1240	Bid Pkg-1 - Concrete Sidewalk and Curb	10	10	173	0%	01-Jun-26	12-Jun-26
A1250	Bid Pkg-1 - MOT	10	10	8	0%	01-Jun-26	12-Jun-26
A1260	Bid Pkg-2 - Pipe Lining Material	10	10	108	0%	01-Jun-26	12-Jun-26
Submittals and Delivery		110	110	153	0%	15-Jun-26	17-Nov-26
Submittals Procure/Submit		10	10	213	0%	15-Jun-26	26-Jun-26
Bid Package #1 Force Main Contractor		10	10	213	0%	15-Jun-26	26-Jun-26
A1270	HDPE Pipe (P/S)	10	10	103	0%	15-Jun-26	26-Jun-26
A1280	PVC Pipe (P/S)	10	10	0	0%	15-Jun-26	26-Jun-26
A1290	D.I. Fittings (P/S)	10	10	213	0%	15-Jun-26	26-Jun-26
A1300	Valves (P/S)	10	10	213	0%	15-Jun-26	26-Jun-26
A1310	Tapping Sleeve & Valve (P/S)	10	10	213	0%	15-Jun-26	26-Jun-26
A1320	Restraints and Accessories (*P/S)	10	10	213	0%	15-Jun-26	26-Jun-26
A1330	Asphalt Paving (P/S)	10	10	49	0%	15-Jun-26	26-Jun-26
A1870	Concrete (P/S)	10	10	173	0%	15-Jun-26	26-Jun-26
A1880	MOT (P/S)	10	10	8	0%	15-Jun-26	26-Jun-26
Bid Package #2 HDPE Liner Contractor		10	10	108	0%	15-Jun-26	26-Jun-26
A1340	Pipe Lining Material (P/S)	10	10	108	0%	15-Jun-26	26-Jun-26
Engineer Review / Approve		20	20	213	0%	29-Jun-26	27-Jul-26



Activity ID	Activity Name	Original Duration	Remaining Duration	Total Float	Schedule % Complete	Start	Finish
Bid Package #1 Force Main Contractor		20	20	213	0%	29-Jun-26	27-Jul-26
A1350	HDPE Pipe (R/A)	20	20	103	0%	29-Jun-26	27-Jul-26
A1360	PVC Pipe (R/A)	20	20	0	0%	29-Jun-26	27-Jul-26
A1370	D.I. Fittings (R/A)	20	20	213	0%	29-Jun-26	27-Jul-26
A1380	Valves (R/A)	20	20	213	0%	29-Jun-26	27-Jul-26
A1390	Tapping Sleeve & Valve (R/A)	20	20	213	0%	29-Jun-26	27-Jul-26
A1400	Restraints and Accessories (R/A)	20	20	213	0%	29-Jun-26	27-Jul-26
A1410	Asphalt Paving (R/A)	20	20	49	0%	29-Jun-26	27-Jul-26
A1890	Concrete (R/A)	20	20	173	0%	29-Jun-26	27-Jul-26
A1900	MOT (R/A)	20	20	8	0%	29-Jun-26	27-Jul-26
Bid Package #2 HDPE Liner Contractor		20	20	108	0%	29-Jun-26	27-Jul-26
A1420	Pipe Lining Material (R/A)	20	20	108	0%	29-Jun-26	27-Jul-26
Fab and Deliver		80	80	153	0%	28-Jul-26	17-Nov-26
Bid Package #1 Force Main Contractor		20	20	213	0%	28-Jul-26	24-Aug-26
A1430	HDPE Pipe (F/D)	20	20	103	0%	28-Jul-26	24-Aug-26
A1440	PVC Pipe (F/D)	20	20	0	0%	28-Jul-26	24-Aug-26
A1450	D.I. Fittings (F/D)	20	20	213	0%	28-Jul-26	24-Aug-26
A1460	Valves (F/D)	20	20	213	0%	28-Jul-26	24-Aug-26
A1470	Tapping Sleeve & Valve (F/D)	20	20	213	0%	28-Jul-26	24-Aug-26
A1480	Restraints and Accessories (F/D)	20	20	213	0%	28-Jul-26	24-Aug-26
A1490	Asphalt Paving (F/D)	20	20	49	0%	28-Jul-26	24-Aug-26
A1910	Concrete (F/D)	20	20	173	0%	28-Jul-26	24-Aug-26
A1920	MOT (F/D)	10	10	8	0%	28-Jul-26	10-Aug-26
Bid Package #2 HDPE Liner Contractor		80	80	108	0%	28-Jul-26	17-Nov-26
A1500	Pipe Lining Material (F/D)	80	80	108	0%	28-Jul-26	17-Nov-26
Construction		253	253	0	0%	01-Jun-26	02-Jun-27
Force Main Replacement		253	253	0	0%	01-Jun-26	02-Jun-27
PVC FM Open Cut		253	253	0	0%	01-Jun-26	02-Jun-27
A1510	Mobilization	20	20	30	0%	01-Jun-26	26-Jun-26
A1520	Survey / Layout	3	3	30	0%	29-Jun-26	01-Jul-26
A1530	Erosion Control / Silt Fence	5	5	30	0%	02-Jul-26	09-Jul-26
A1930	Install MOT Herbert St.	1	1	8	0%	11-Aug-26	11-Aug-26
A1940	Install MOT Ridgewood Ave	1	1	8	0%	12-Aug-26	12-Aug-26
A1540	Herbert St. 8" PVC FM	18	18	0	0%	25-Aug-26	18-Sep-26
A1550	Ridgewood Ave. 20" FM Line Stop	3	3	0	0%	21-Sep-26	23-Sep-26
A1600	Herbert St. Asphalt Patch	3	3	31	0%	21-Sep-26	23-Sep-26
A1700	North Halifax Rd. Grout Fill 20" FM	5	5	150	0%	21-Sep-26	25-Sep-26
A1560	Ridgewood Ave. 20" PVC FM	35	35	0	0%	24-Sep-26	11-Nov-26
A1610	Herbert St. Mill & Overlay	3	3	31	0%	24-Sep-26	28-Sep-26
A1980	Install MOT Dunlawton Ave.	1	1	31	0%	29-Sep-26	29-Sep-26
A1570	Dunlawton Ave. 20" PVC FM	10	10	0	0%	12-Nov-26	25-Nov-26
A1620	Ridgewood Ave. Sidewalk Restoration	20	20	117	0%	12-Nov-26	11-Dec-26
A2010	Install MOT Boat Ramp	1	1	0	0%	30-Nov-26	30-Nov-26
A1580	Boat Ramp 20" PVC FM	40	40	0	0%	01-Dec-26	29-Jan-27
A1630	Boat Ramp Asphalt Patch	3	3	0	0%	01-Feb-27	03-Feb-27
A1640	Boat Ramp Mill & Overlay	3	3	0	0%	04-Feb-27	08-Feb-27
A1990	Install MOT Harbor Point	1	1	0	0%	09-Feb-27	09-Feb-27



Activity ID	Activity Name	Original Duration	Remaining Duration	Total Float	Schedule % Complete	Start	Finish
A1590	Harbor Point St. 6" PVC FM	20	20	0	0%	10-Feb-27	10-Mar-27
A1670	Harbor Point Asphalt Patch	3	3	0	0%	11-Mar-27	15-Mar-27
A1680	Harbor Mill & Overlay	3	3	33	0%	16-Mar-27	18-Mar-27
A2000	Install MOT Coral Way	1	1	0	0%	16-Mar-27	16-Mar-27
A1950	Coral Way 4" PVC FM	20	20	0	0%	17-Mar-27	13-Apr-27
A1650	Coral Way Asphalt Patch	3	3	9	0%	14-Apr-27	16-Apr-27
A1690	Pig, Flush, Pressure Test O/C Piping	15	15	0	0%	14-Apr-27	04-May-27
A1960	Dunlawton Ave. Grout Fill 20" FM	3	3	12	0%	14-Apr-27	16-Apr-27
A1660	Coral Way Mill & Overlay	3	3	9	0%	19-Apr-27	21-Apr-27
A1970	Restoration / Grassing / Seeding	20	20	0	0%	05-May-27	02-Jun-27
24" HDPE Directional Drill		90	90	82	0%	24-Sep-26	04-Feb-27
A1710	HDD #1: 2,010 LF of 24" HDPE FM	40	40	82	0%	24-Sep-26	18-Nov-26
A1720	HDD #2: 2,100 LF of 24" HDPE FM	40	40	82	0%	19-Nov-26	21-Jan-27
A1730	Pig / Flush / Test HDD-1	10	10	122	0%	19-Nov-26	04-Dec-26
A1740	Pig / Flush / Test HDD-2	10	10	82	0%	22-Jan-27	04-Feb-27
Water Main Rehabilitation		121	121	108	0%	06-Jul-26	28-Dec-26
A1750	Excavate, Remove Piping for Liner Measurment (3ea)	3	3	0	0%	06-Jul-26*	08-Jul-26
A1760	Pig 16" Water Main	3	3	193	0%	09-Jul-26	13-Jul-26
A1770	Measure for 16" Pipe Liner	2	2	193	0%	14-Jul-26	15-Jul-26
A1780	Backfill Excavations (3ea)	3	3	193	0%	16-Jul-26	20-Jul-26
A1790	Excavate for 16" Liner Installation	3	3	108	0%	18-Nov-26	20-Nov-26
A1800	Install 16" Pipe Liner	5	5	108	0%	23-Nov-26	01-Dec-26
A1810	Re-install 16" Pipe Sections (3ea)	3	3	108	0%	02-Dec-26	04-Dec-26
A1820	Install ARV on Island	1	1	108	0%	07-Dec-26	07-Dec-26
A1830	Backfill Excavations	3	3	108	0%	08-Dec-26	10-Dec-26
A1840	Pressure Test WM	3	3	108	0%	11-Dec-26	15-Dec-26
A1850	Bacterological Clearance for WM	2	2	108	0%	16-Dec-26	17-Dec-26
A1860	Restoration / Grassing / Seeding	5	5	108	0%	18-Dec-26	28-Dec-26



AGREEMENT BETWEEN OWNER AND CONSTRUCTION MANAGER AT RISK

TABLE OF CONTENTS

Page

Article 1— The Project 1
Article 2— Owner's Advisor and Engineer 1
Article 3— CMAR Services 1
Article 4— Compensation for Performance and Completion of the Work 4
Article 5— Construction Support Costs 4
Article 6— Cost of the Work 7
Article 7— Construction Manager at Risk Fee 10
Article 8— CMAR Contingency Allowance 11
Article 9— Work Authorizations 12
Article 10— Procurement of Subcontractors; CMAR Self-Performance of Authorized Work 12
Article 11— Guaranteed Maximum Price 13
Article 12— Owner's Contingency Allowance 16
Article 13— Payment Procedures 16
Article 14— Documentation and Audit 17
Article 15— Contract Times 17
Article 16— Contract Documents 18
Article 17— Representations, Certifications, and Stipulations 19
Article 18 - Miscellaneous Provisions 23
Exhibit A–Scope of CMAR Services 1
Article 1— Basic Preconstruction Services 1
Article 2— Additional Preconstruction Services 9
Article 3— Basic Procurement Services 11
Article 4— Additional Procurement Services 13
Article 5— Special Services 14

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AGREEMENT BETWEEN OWNER AND CONSTRUCTION MANAGER AT RISK

This Agreement is by and between **City of Port Orange, 1000 City Center Circle, Port Orange, Florida 32129** ("Owner") and **Wharton-Smith, Inc. 750 Monroe Road, Sanford, Florida 32771** ("Construction Manager at Risk" or "CMAR").

Terms used in this Agreement have the meanings stated herein and in the General Conditions and the Supplementary Conditions.

Owner and CMAR hereby agree as follows:

ARTICLE 1—THE PROJECT

1.01 The Project, of which the CMAR Services and the Work under the Contract Documents are a part, is generally described as follows:

RFSQ 24-03 Construction of Force & Water Mains (River Crossing)

ARTICLE 2—OWNER'S ADVISOR AND ENGINEER; OWNER'S PROJECT TEAM

2.01 The Owner has retained **Kimley-Horn and Associates** (Owner's Advisor or OA) to act as Owner's representative, assume all duties and responsibilities of advisor to Owner and construction contract administrator on behalf of Owner, and have the rights and authority assigned to Owner's Advisor in the Contract.

2.02 The Owner has retained **Kimley Horn and Associates** (Engineer) to design the Project, to assume all duties and responsibilities of Engineer during the construction of the Project, and to have the rights and authority assigned to Engineer in the CMAR Contract.

ARTICLE 3—CMAR SERVICES

3.01 Scope of CMAR Services

A. CMAR will perform the CMAR Services set forth in Exhibit A, Scope of CMAR Services, as authorized, and other specified CMAR Services as expressly set forth in a Contract Amendment. Services rendered by CMAR to meet its general construction and management obligations are not CMAR Services, and are not compensated as CMAR Services, unless expressly designated as such.

B. CMAR Services are categorized in Exhibit A as Basic Preconstruction Services; Additional Preconstruction Services; Basic Procurement Services; Additional Procurement Services; and Special Services.

C. In Exhibit A and in scope of CMAR Services provisions in Contract Amendments, imperative sentences with respect to the performance of services are directives to CMAR, unless expressly indicated otherwise.

3.02 Basic Services, Additional Services, and Special Services

A. Basic Services are CMAR Services (categorized as Preconstruction or Procurement) that are identified as Basic Services in Exhibit A.

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B. In addition to Basic Services, CMAR shall provide specific Additional Preconstruction Services and Additional Procurement Services within the scope set forth in Exhibit A, if Owner authorizes CMAR to do so. Owner or Owner's Advisor will authorize the specified Additional Services in a Contract Amendment. The Contract Amendment will describe the tasks to be performed, the compensation to be paid, the time for performance, the deliverables to be provided, and other applicable terms, if any. If a specific Additional Service has been priced during the CMAR selection process, such price will be binding on CMAR and Owner unless modified by mutual agreement.

C. In addition to the services identified as Basic Services and Additional Services, after the Effective Date of the Contract the Owner and CMAR may identify Project-related services that were not contemplated at the time the Agreement was executed, are necessary to the Project, and should be added to the scope of CMAR Services. If Owner and CMAR mutually agree, a Contract Amendment will be issued that specifies the scope of such Special Services, the compensation to be paid, the time for performance, the deliverables to be provided, and other applicable terms. Any amount included in the Agreement for Special Services will serve as the Owner's contingency for Special Services, if authorized by the Owner.

3.03 Authorization to Provide CMAR Services

A. CMAR is authorized by the execution of this Agreement to begin providing Basic Preconstruction Services set forth in Article 1 in Exhibit A, Scope of CMAR Services, as of the Effective Date of the Contract.

B. CMAR shall provide Basic Procurement Services set forth in Article 3 in Exhibit A, Scope of CMAR Services, upon receipt of notice to commence such services from Owner or the Owner's Advisor, or in a Contract Amendment establishing the scope and compensation for Procurement Services.

C. All other CMAR Services, including Additional Preconstruction Services, Additional Procurement Services, and Special Services, if any, must be authorized by Owner or Owner's Advisor.

3.04 Compensation for Basic CMAR Services

A. Basic Preconstruction Services—Owner will compensate CMAR for Basic Preconstruction Services, provided per Article 1, Exhibit A—Scope of Work for CMAR Services, the lump sum (stipulated price) for the Price for CMAR Basic Preconstruction Services shown in Exhibit B Table 1, Compensation for CMAR Services.

B. ***INTENTIONALLY DELETED***.

C. Basic Procurement Services—Owner will compensate CMAR for CMAR Procurement Services, provided per Article 3, Exhibit A—Scope of Work for CMAR Services, the lump sum (stipulated price) for the Price for CMAR Basic Procurement Services shown in Exhibit B Table 1, Compensation for CMAR Services.

D. ***INTENTIONALLY DELETED***.

E. ***INTENTIONALLY DELETED.***

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3.05 Compensation for Additional CMAR Services

A. For Additional Preconstruction Services and Additional Procurement Services, Owner will compensate CMAR for each hour earned at the Billing Rates shown in Exhibit B—Table 4, Compensation for CMAR Services.

3.06 Compensation for Special Services

A. Owner will compensate CMAR for Special Services pursuant to the specific compensation terms in the Contract Amendment establishing and authorizing such Special Services.

3.07 Payment for CMAR Services

A. Preparation and Submittal of Invoices

1. CMAR will prepare and submit invoices for CMAR Services to Owner's Advisor on a monthly basis in a format acceptable to Owner's Advisor.

2. CMAR may not submit invoices and is not entitled to compensation for Additional Services or Special Services unless Owner has authorized such services through execution of a Contract Amendment.

3. CMAR will provide documentation acceptable to the Owner to allow Owner to verify CMAR's charges included in invoices.

B. Payments

1. Payment for CMAR Services compensated on a Lump Sum (stipulated price) basis:

a. The Lump Sum amount includes compensation for CMAR's services, and services of CMAR Subconsultants, if any. Appropriate amounts are to be incorporated in the Lump Sum to account for labor costs, overhead, profit, expenses, and other cost.

b. The amount invoiced each billing period will be based on the CMAR's estimate of the percentage of the total CMAR Services completed during the billing period.

c. The compensation paid to CMAR for Basic Services will not exceed the Lump Sum amount unless duly authorized by a Contract Amendment.

2. ***INTENTIONALLY DELETED***.

3. The amounts paid to CMAR under this Article are deemed to include full compensation for CMAR's overhead and profit associated with such labor and expenses.

C. Time of Payment

1. Owner will make payments for CMAR Services within 10 days after receiving an approved invoice from the Owner's Advisor.

2. If Owner fails to make any payment due CMAR for CMAR Services within 30 days after receipt of CMAR's invoice, then:

a. Amounts due CMAR will be increased at the rate of 1.0% per month, or the maximum rate of interest permitted by law, if less, from said thirtieth day; and

b. CMAR may, after giving 7 days' written notice to Owner, suspend services under this Agreement until Owner has paid all amounts due for services, expenses, and

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other related charges in full. Owner waives any and all claims against CMAR for this suspension.

3. Owner may withhold only the contested portions of an invoice and must pay the undisputed portion of the invoice.

D. Compensation for CMAR Services discussed in Article 3 is not compensation for the Work and is not included in the GMP. No retainage will be withheld from payments of CMAR Services; however, such payments are subject to the set-off provisions in General Conditions Article 15.

ARTICLE 4—COMPENSATION FOR PERFORMANCE AND COMPLETION OF THE WORK

4.01 Owner shall compensate CMAR for performance and completion of the Work in accordance with the Contract Documents. Payment for Work will consist of the following:

A. Payment for Construction Support Costs in accordance with Article 5, and as set forth in Exhibit B Table 1 lines 6-9;

B. Payment for Cost of the Work as provided in Article 6; and

C. Payment of a CMAR Fee as set forth in Article 7 and in Exhibit B Table 1.

4.02 This Agreement establishes a CMAR Contingency Allowance for use in paying for unforeseen costs as set forth in Article 8.

4.03 The amounts for CMAR's compensation summarized in Paragraph 4.01 are subject to additions and deletions as provided in the Contract, up to limitations established in the Guaranteed Maximum Price (GMP) as provided in Article 11.

ARTICLE 5—CONSTRUCTION SUPPORT COSTS

5.01 Construction Support Costs

A. Construction Support Costs (field overhead or "general conditions" costs) are those costs associated with and in support of construction that are not directly related to specific construction activities. Construction Support Costs are not compensable as Cost of the Work and must not be included by CMAR in proposed Work Authorizations submitted to the Owner for approval and issuance. Construction Support Costs include without limitation:

1. CMAR project management costs, including project managers, superintendents, field engineering staff, and clerical support located at the Site;

2. Management of Subcontractors and Suppliers;

3. Management of delegated professional design services, if any;

4. Costs associated with safety programs, including safety managers and safety representatives;

5. Quality management not specifically designated to be covered in a Work Authorization;

6. Costs associated with obtaining permits, or paying patent fees or royalties, if not specifically designated to be covered in a Work Authorization;

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7. Costs for permit inspections, and other inspections required by Laws and Regulations not specifically designated to be covered in a Work Authorization;
8. Compliance with Laws and Regulations;
9. Taxes, other than those specifically designated to be covered in a Work Authorization;
10. Contract administration costs, including costs for:
    a. Meetings, reporting, notifications, and other communications and coordination,
    b. Document management,
    c. Submittals, record data, and other documentation,
    d. Creating and maintaining Project schedules per Article 4 of the General Conditions,
    e. Changes to the CMAR Contract per Article 11 of the General Conditions,
    f. Applications for Payment per Article 15 of the General Conditions,
    g. Maintenance of Record Documents, and
    h. Other contract administration costs included in the Contract Documents;
11. Performance, payment, and warranty bonds, if any, provided to cover the construction of the entire Project;
12. General insurance costs, excluding Builder's Risk or other coverage that applies specifically to Work and specifically designated to be covered in a Work Authorization, and Worker's Compensation Insurance which is to be included in payroll cost per Paragraph 6.02.A.1;
13. Costs associated with CMAR temporary facilities and temporary infrastructure at the Site;
14. The cost of purchasing, renting, or furnishing small tools and hand tools. These are defined as any tool or equipment whose current price, if purchased new at retail would be less than **$1,000.00**;
15. Costs for site maintenance, storage of materials, waste disposal, environmental controls, management of water, protection of site and adjacent property, cleaning during construction and final cleaning;
16. Costs associated with startup and commissioning of the Work, including training of Owner's personnel, temporary operation of facilities by the CMAR; and performance acceptance testing, if any;
17. Costs associated with substantial completion, partial utilization, and final completion; and
18. Costs associated with general warranty, guarantees and correction of defective work during the Correction Period.

B. The organization of the Work into Work Packages will not result in changes to the CMAR's compensation for Construction Support Costs.

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5.02 Fixed Construction Support Costs

A. Fixed Construction Support Costs are those costs which are not time sensitive and will not increase if the performance of the Work extends beyond the Construction Period designated for Substantial Completion of the Work described in Article 13. The amount for Fixed Construction Support Cost is shown in Exhibit B, Table 2–Basis of Compensation for Fixed Construction Support Costs.

5.03 Time-Sensitive Construction Support Costs

A. Time-Sensitive Construction Support Costs are those costs which will increase if the performance of the Work extends beyond the Construction Period designated for Substantial Completion described in Article 13. The amount for Time-Sensitive Construction Support Costs based on the Construction Period is shown in Exhibit B, Table 3–Basis of Compensation for Time-Sensitive Construction Support Costs.

B. The Construction Support Costs Extended Rate is determined by dividing the Time-Sensitive Construction Support Costs by the projected number of days in the Construction Period. CMAR will be entitled to additional compensation for Time-Sensitive Construction Support Costs at the Construction Support Extended Rate shown in Exhibit B, Table 3–Basis of Compensation for Time-Sensitive Construction Support Cost if the extended time is associated with a compensable delay under the provisions of the General Conditions.

5.04 Changes in Construction Support Costs

A. Owner and CMAR acknowledge that the Construction Support Costs stipulated amounts set forth in this Agreement's Exhibit B, Table 1, lines 7, 8, and 9 (Construction Support Costs Contract Amounts) and the Construction Support Costs Extended Rate (determined as set forth in Paragraph 5.03.B) are approximations of actual costs intended to liquidate and stipulate CMAR's compensation for Construction Support Costs, encourage efficiency and cost control, and reduce Owner's and CMAR's administrative and accounting effort. The Construction Support Costs Contract Amounts and the Construction Support Costs Extended Rate will not be increased except in cases in which CMAR demonstrates:

1. An excessive and unanticipated increase in Construction Support Costs resulting from scope changes in the Work or other causes directly attributable to Owner; and

2. Such increase in costs has not otherwise been compensated in a Work Authorization, Contract Amendment, or Change Order.

5.05 Compensation for Construction Support Costs

A. Payments for Fixed Construction Support Costs will be made in equal monthly increments determined by dividing the Fixed Construction Support Costs Contract Amount by the projected number of months in the Construction Period. No payment will be made for Fixed Construction Support Costs in excess of the Fixed Construction Support Costs Contract Amount unless this Amount is adjusted in accordance with provisions in Paragraph 5.04.

B. Payments for Time-Sensitive Construction Support Costs will be made in equal monthly increments determined by dividing the Time-Sensitive Construction Support Costs Contract Amount by the projected number of months in the Construction Period. No payment will be made for Time-Sensitive Construction Support Costs in excess of the Time-

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Sensitive Construction Support Contract Amount unless this Amount is adjusted in accordance with provisions in Paragraph 5.04.

C. Payments will be made for Time-Sensitive Construction Support Costs associated with compensable delays under the provisions of the General Conditions at the Construction Support Costs Extended Rate as described in Paragraph 5.03.B.

ARTICLE 6—COST OF THE WORK

6.01 Purposes for Determination of Cost of the Work

A. The term Cost of the Work is defined in the General Conditions, Article 1, as the sum of eligible costs incurred by CMAR for the performance of the Work, as allowed by the Cost of the Work provisions set forth in the Agreement; such provisions are set forth in this Article 6. Cost of the Work is determined for each Work Authorization, subject to any limits described in this Article. The provisions of this Article are used for two distinct purposes:

1. To determine Cost of the Work for purposes of CMAR's base compensation for construction under this Contract; or

2. When needed to determine the value of a Change Proposal, Change Order, Claim, set-off, or other adjustment to the Guaranteed Maximum Price. When the value of any such adjustment is determined based on Cost of the Work, CMAR is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.

B. For purposes of determining CMAR's base compensation, Cost of the Work applies only to Work that has been duly authorized in a Work Authorization.

C. The Cost of the Work will include only those items identified in Paragraph 6.02.

6.02 Cost of the Work

A. Payroll Cost—Payroll costs for employees in the direct employ of CMAR performing Work described in Work Authorizations, and excluding those efforts covered in Construction Support costs per Paragraph 5.01. Payroll costs will be based on actual amounts paid as indicated on Certified Payroll reports. Payroll costs are to include salaries and wages plus the cost of fringe benefits, which include social security contributions, unemployment, excise, and payroll taxes, workers' compensation insurance, health and retirement benefits, sick leave, and vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturdays, Sundays, or legal holidays, will be included in the above to the extent authorized by Owner.

B. Incorporated Equipment and Material Cost—Cost of all materials and equipment furnished or incorporated in the Work, including costs for transportation and storage prior to delivery to the site. Cost for proper storage at the Site is to be included in Construction Support Cost per Paragraph 5.01. Cost for equipment is to include Suppliers' services for submittals, factory and field testing and inspections, installation checks, start-up assistance, and training, if any. All cash discounts accrue to CMAR unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts will accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment will accrue to Owner, and CMAR shall make provisions so that they may be obtained.

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C. Consumable Equipment and Material Cost—Cost, including transportation and maintenance, of all materials, supplies, equipment, tools, and machinery at the Site, which are consumed in the performance of the Work, less market value of such items used but not consumed which remain the property of CMAR. In establishing costs for materials such as scaffolding, plating, or sheeting, consideration will be given to the actual or estimated life of the material for use on other projects; or rental rates may be established on the basis of purchase or salvage value of such items, whichever is less. CMAR will not be eligible for compensation for such items in an amount that exceeds the purchase cost of such items.

D. Subcontractor Cost–Payments made by CMAR to Subcontractors for Work performed by Subcontractors. CMAR shall obtain competitive bids from subcontractors acceptable to Owner and CMAR and shall deliver such bids to Owner, which will then determine, with the advice of Owner's Advisor, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee will be determined in the same manner as CMAR's Cost of the Work and fee as provided in this Article 6.

E. Construction Equipment Cost—Cost of providing construction equipment and machinery to construct the Work described in the Work Authorization.

1. Include all the costs for transporting, loading, unloading, assembly, dismantling, and removal of the equipment and machinery with Consumable Equipment and Material Cost per Paragraph 6.02.C.

2. Construction equipment and machinery cost will be billed at rates approved by the Owner's Advisor as part of each Work Authorization.

    a. All operating costs will include costs for fuel, maintenance, parts, and associated labor. Billing rates for equipment fueling and maintenance do not include payroll costs for equipment operators, which will be included in Payroll cost per Paragraph 6.02.A.

    b. Costs for equipment and machinery owned by CMAR or a Subcontractor cannot exceed the rates shown for equipment in the EquipmentWatch Cost Recovery Rental Rate Blue Book, (https://equipmentwatch.com/blue-book-cost-recovery) An hourly rate will be computed by dividing the monthly rates by 176. These rates will include all operating costs per Paragraph 6.02.E.2.a.

    c. Payment for rented equipment will be in accordance with rental agreements as to price, including any surcharge or special rates applicable to overtime use of the construction equipment or machinery, and all such costs will be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts must cease when the use thereof is no longer necessary for the Work.

    d. No markup is allowed on equipment rented or leased from any company owned in total or in part by CMAR or a Subcontractor, or is owned by the same holding company or a company with a close legal affiliation to CMAR or Subcontractor, since markups are included in rental or lease rates.

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e. Equipment used for site maintenance is to be included in Construction Support Costs. Equipment used for multiple Work Authorizations must be billed on the basis of time worked on each Work Authorization.

3. With respect to Work that is the result of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Guaranteed Maximum Price (changed Work), included costs will be based on the time the equipment or machinery is in use on the changed Work and the costs of transportation, loading, unloading, assembly, dismantling, and removal when directly attributable to the changed Work. The cost of any such equipment or machinery, or parts thereof, must cease to accrue when the use thereof is no longer necessary for the changed Work.

F. Supplemental Costs which consist of the following:

1. The proportion of necessary transportation, travel, and subsistence expenses of CMAR's employees incurred in the discharge of duties connected with the Work Authorization.

2. Costs of special consultants including engineers, architects, testing laboratories, and surveyors, employed or retained for services specifically related to the Work Authorization and expressly excluding costs incurred by consultants performing CMAR Services.

3. Sales, consumer, use, and other similar taxes related to the Work, and for which CMAR is liable, as imposed by Laws and Regulations.

4. Deposits lost for causes other than the negligence of CMAR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable.

5. Royalty payments and fees for permits, patents, and licenses directly related to a Work Authorization.

6. The cost of premiums for performance, payment, and warranty bonds obtained by CMAR as a requirement of a Work Authorization, in addition to the bonds purchased for the construction as a whole within the scope of Construction Support Costs per Paragraph 5.01.A.11. Final compensation for such premium costs will be based on reconciled costs at the conclusion of the Work.

7. Cost for any Subcontractor bonds that must be required to protect Owner's and CMAR's interests in the event of a Subcontractor default associated with a Work Authorization. Final compensation for such premium costs will be based on reconciled costs at the conclusion of the Work.

8. The cost of premiums for Builder's Risk insurance and other Work Authorization–specific insurance that CMAR is required by the Contract Documents to purchase and maintain, but not including costs of commercial general liability, automobile liability, and contractor's pollution liability insurance which are covered as Construction Support Costs per Article 5. The compensation for worker's compensation is included as part of payroll costs per Paragraph 6.01.A.1. Final compensation for such premium costs will be based on reconciled costs at the conclusion of the Work.

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6.03 Specific Exclusions from Cost of the Work

A. The following items are not included in the Cost of the Work. This express itemization does not confer Cost of the Work or compensable status to otherwise ineligible items not listed here. Cost for any items not included in the Cost of the Work are to be included in the CMAR Fee unless specifically itemized at Construction Support Costs described in Article 5.

1. Payroll costs and other compensation of CMAR's officers, executives, principals, general managers, project managers, superintendents, safety managers, safety representatives, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks, and other personnel employed by CMAR, whether at the Site or in CMAR's principal or branch office for general administration of the Work. The payroll costs and other compensation excluded here are to be considered administrative costs covered by Construction Support Cost or the CMAR Fee.

2. Expenses of CMAR's principal and branch offices.

3. Any part of CMAR's capital expenses, including interest on CMAR's capital employed for the Work and charges against CMAR for delinquent payments.

4. Costs due to the negligence of CMAR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable.

5. Cost for the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property not paid from CMAR's Contingency per Article 8.

6. Expenses incurred in preparing and advancing Claims.

7. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 6.03.

8. Costs recovered or reimbursed under other Construction Support Cost or Cost of the Work provisions.

6.04 Compensation for the Cost of the Work

A. Compensation for the Cost of the Work is based on the amount earned for Work completed for each Work Authorization.

ARTICLE 7—CONSTRUCTION MANAGER AT RISK FEE

7.01 The CMAR Fee will be determined as follows:

A. The CMAR Fee is a specified percentage of the Cost of the Work as shown in Exhibit B Table 1. No fee will be payable on the basis of costs itemized as excluded in Paragraph 6.03.

B. ***INTENTIONALLY DELETED.***

C. ***INTENTIONALLY DELTED.***

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ARTICLE 8—CMAR CONTINGENCY ALLOWANCE

8.01 CMAR Contingency Allowance

A. The CMAR Contingency Allowance funds, shown in Exhibit B Table 1—Estimated Guaranteed Maximum Price, are for the exclusive use of CMAR while executing the Work, to reimburse CMAR for costs due to unforeseen causes, unintentional errors, or events which cannot specifically be anticipated at the time Work Authorizations are issued.

B. The CMAR Contingency Allowance funds may be used by CMAR for costs sustained by either CMAR itself or a Subcontractor, at CMAR's discretion. The CMAR contingency funds may not be used for costs which are reimbursable or recoverable under other provisions of the Contract.

C. Without excluding other possible uses of the CMAR Contingency Allowance, the following uses are expressly acknowledged as eligible uses of the CMAR Contingency Allowance funds:

1. Losses and damages, and related expenses, caused by damage to the Work, not compensated by insurance or otherwise, sustained by CMAR or a Subcontractor in connection with the performance of the Work;
2. Corrective work, regardless of fault if non-conformance is unintended;
3. Subcontractor defaults;
4. Overruns in Construction Support Costs;
5. Builder's Risk deductibles;
6. Verified excusable errors in estimates; or
7. Non-compensable overtime and other acceleration costs.

D. CMAR shall replenish the CMAR Contingency Allowance by restoring money withdrawn with money recovered (1) from bonds and insurance coverage payments for such expenditures, and (2) from defaulting Subcontractors or Suppliers.

E. The CMAR Contingency Allowance will not be used to fund Owner-directed changes in the Work. Such changes will be administered through the contractual procedures established for changes in the scope of the Work, including expenditures from the Owner's Contingency Allowance, if any, Work Authorizations as modified by Change Order, and Contract Amendments or other modifications that impact the Guaranteed Maximum Price.

F. The CMAR Contingency Allowance will not be used to recover the cost of items that are compensable as a Cost of the Work.

G. The CMAR Fee does not apply to expenditures from the CMAR Contingency Allowance. CMAR will not be entitled to any additional overhead, profit, or other markup on any CMAR Contingency Allowance expenditure.

H. The designated CMAR Contingency Allowance, as duly replenished, is the maximum amount available to CMAR to recover eligible costs under this Article; Owner will not increase the CMAR Contingency Allowance or otherwise reimburse CMAR for eligible costs incurred in excess of the CMAR Contingency Allowance.

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I. CMAR will submit applications for reimbursement from the CMAR Contingency Allowance to Owner's Advisor, in a format acceptable to Owner's Advisor, together with appropriate documentation. Payments from the CMAR Contingency Allowance will be recorded in the Application for Payment.

ARTICLE 9—WORK AUTHORIZATIONS

9.01 General Provisions Regarding Work Authorizations

A. Work Authorizations will be based on Work Packages prepared by Owner's Advisor and Engineer describing equipment and materials to be purchased for installation or Work to be performed in accordance with the approved Work Authorization.

B. All Work to be provided by CMAR must be authorized by the issuance of a Work Authorization specifying or referencing the scope of Work to be conducted.

C. Owner's Advisor will issue each Work Authorization using the Work Authorization form provided by the Owner's Advisor.

D. The Work Authorization will indicate the compensation to which CMAR is entitled for providing the authorized Work.

E. CMAR is not entitled to compensation for providing Work that Owner's Advisor has not authorized.

9.02 First Work Authorization

A. The first Work Authorization, authorizing the commencement of construction, will include, in addition to authorization for a specific Work Package, or multiple specific Work Packages, the authorization of expenditures by CMAR for Contract-specific (1) performance and payment bond premiums (2) Builder's Risk premiums, if CMAR is required to purchase and maintain Builder's Risk insurance, and (3) premiums for other specific insurance policies required by the Contract.

ARTICLE 10—PROCUREMENT OF SUBCONTRACTORS; CMAR SELF-PERFORMANCE OF AUTHORIZED WORK

10.01 Performance of the Authorized Work

A. CMAR will solicit and receive competitive bids on the Work included in each Work Authorization, including the purchase of materials and equipment. CMAR will prepare bid packages supporting the Work Authorization and make opportunities available to Subcontractors and Suppliers in a way that will increase competition and allow bids by trade contractors or specialty entities. CMAR may prepare bid packages for Work the CMAR may wish to self-perform, so long as doing so will not limit bidding by competing bidders (prospective subcontractors).

B. CMAR may bid on Work Packages, or portions thereof, if fully qualified to self-perform the subject Work, subject to the following limitations:

1. CMAR may not self-perform more than 80% percent of the total scope of Work under this Contract, as determined on a monetary basis. This percentage applies to the Contract as a whole and does not impose a limitation on specific Work Authorizations.

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CMAR may self-perform all of the Work in a single Work Authorization so long as the percentage of Work on the total scope of Work for the Contract is within these limitations.

2. ***INTENTIONALLY DELETED.***

3. ***INTENTIONALLY DELETED.***

4. ***INTENTIONALLY DELETED.***

    a. ***INTENTIONALLY DELETED.***

C. CMAR must submit its bids in advance of receiving other bids, and in the same manner that other bids are to be submitted. Bids are to be opened in the presence of the Owner's Advisor.

D. CMAR will award the subcontract for the Work under the Work Authorization to the responsible bidder submitting the lowest responsive bid for that portion of the Work for which bids are received. CMAR may self-perform Work when CMAR is the low bidder.

ARTICLE 11—GUARANTEED MAXIMUM PRICE

11.01 Subject to the provisions of Article 4, CMAR guarantees that the maximum amount payable by Owner (Guaranteed Maximum Price, or GMP) for the sum of the amounts for Paragraphs 11.01.A through D that follow will be the binding GMP established by the process stated in Paragraphs 11.02 and 11.03.

A. Construction Support Cost Amount (Article 5);

B. Cost of the Work (Article 6);

C. CMAR Fee (Article 7); and

D. CMAR's Contingency Allowance Amount (Article 8).

11.02 The Estimated GMP indicated in Exhibit B Table 1—Estimated Guaranteed Maximum Price is a preliminary figure as of the Effective Date of the Contract. The GMP will be revised as the design is continued and completed.

11.03 A binding GMP will be established at any time agreeable to Owner and CMAR, but not later than the following:

A. If the Work is performed under Work Packages released and authorized concurrently for the complete Project, then the binding GMP will be established on the basis of Contract Documents that are 90% complete.

B. If the Work will be authorized over time, as the design for individual Work Packages is completed, in a series of incremental Work Authorizations (fast tracking or similar design/construction process) then the binding GMP will be developed in a series of incremental changes as the design for each Work Package reaches 90% completion, culminating, when all Work Packages have been authorized, in a binding GMP for the Contract.

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11.04 Owner's Construction Budget

A. Owner's Advisor will establish an updated Owner's Construction Budget (Budget) based on the CMAR's procurement strategy which identifies Work Packages used to construct the Work. Owner's Advisor, working with CMAR, will update this Budget with actual amounts for each line item as Work Authorization amounts identified in the updated Budget are determined.

B. Owner's Advisor will revise the Budget to incorporate Change Orders or authorized allocation of contingency funds which change the funds available for Budget line items. When amounts for all Work Authorizations have been determined and the binding GMP is established for the Contract, the Budget must correlate to GMP line items, and the Budget must equal the GMP.

C. CMAR will identify variances between the budgeted amount and actual amounts as Work Authorization amounts are determined.

1. Positive variances are created when actual cost for a Work Authorization is less than the budgeted amount. Positive variances identify unused funds that can be used to offset negative variances.

2. Negative variances are created when actual cost for a Work Authorization is more than the budgeted amount. Negative variances identify where additional funds are needed. Unused funds from positive variances can be used to offset these negative variances.

3. Net variances for the Contract are used to determine the current status of the Owner's Construction Budget.

a. A net positive variance for the Contract represents a savings to the Owner. A final Contract Amendment will be issued at the completion of the Contract (Final Payment) to adjust the GMP to the actual amount of Contract costs.

b. A net negative variance for the Contract represents the amount for which the CMAR is at risk, and no additional compensation will be made to the CMAR.

11.05 Options for Costs Exceeding the Owner's Budget

A. The Guaranteed Maximum Price resulting from the tabulation of cost for self-performed CMAR Work, bids for Work by Subcontractors and Suppliers, Construction Support Costs, CMAR Contingency Allowances and CMAR Fee cannot exceed the Owner's Construction Budget. The Owner may exercise any of the following options at the sole discretion of the Owner if the proposed Guaranteed Maximum Price exceeds the Owner's Construction Budget:

1. Approve an increase in the Owner's Construction Budget in writing.

2. Authorize rebidding or renegotiation for some or all parts of the Project within a reasonable time without an increase in the Guaranteed Maximum Price.

3. Cooperate in the revision of the scope of the Project to reduce the actual cost of construction to the Owner's Construction Budget.

4. Abandon the Project, in whole or in part, and terminate this Contract in accordance with applicable termination for convenience provisions.

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B. If Owner selects the option described in Paragraph 6.05.A.1, CMAR shall proceed with performance of the Work, and provide CMAR Services as described in these Contract Documents without additional compensation for Procurement Services. Other fees and expenses related to the Cost of Work will be adjusted in accordance with the revised Cost of Work.

C. If Owner selects the option described in Paragraph 6.05.A.2, Owner and CMAR shall proceed with rebidding or renegotiation of some or all parts of the Project. The OPT will work with CMAR to determine if rebidding or restructuring Work Packages is likely to lead to lower bid prices; if so determined, CMAR will rebid selected original Work Packages or restructured Work Packages identified as having the potential to reduce the overall cost of construction to the Owner's Construction Budget. CMAR will advise the OPT of the likely impact to the schedule resulting from rebidding Work Packages. CMAR will provide CMAR Services for rebidding these Work Packages without additional compensation.

D. If Owner selects the option described in Paragraph 6.05.A.3, CMAR shall assist the OPT in studies to revise the scope of the Project to bring the Project cost within the Owner's Construction Budget. CMAR will provide research and cost estimates to evaluate the potential cost savings of each proposed change in scope for Work Packages and advise the OPT of the likely impact to the schedule resulting from rebidding Work Packages and changes in Contract Times that will result from the changed Work Packages. CMAR will provide CMAR Services for consultation in modifying the Project scope and rebidding these Work Packages without additional compensation.

E. CMAR shall revise the project schedule to incorporate delays caused by actions taken to bring the Project within the Owner's Construction Budget.

11.06 Conversion of Cost of Work to a Lump Sum Amount

A. If Owner and CMAR mutually agree, compensation for all Work on the Project, or for any Work Authorization, may be converted to a lump sum (stipulated amount). If compensation for all Work on the Project is converted to a lump sum amount, this lump sum amount will include costs for Construction Support Cost, Cost of the Work, the CMAR Fee, and all other costs associated with the Contract, all as if bid as a lump sum amount. CMAR will no longer have access to CMAR Contingency Allowance funds and bears all risk associated with delivering the Work for the lump sum amount.

B. If a Work Authorization is converted to a lump sum amount, this lump sum amount will include costs for Cost of the Work, the CMAR Fee, and all other costs associated with the Work Authorization, all as if bid as a lump sum amount; provided, however, that Construction Support Costs will continue to be compensated per Paragraph 5.05.

C. The following will continue to apply for conversions to lump sum covered in Paragraphs B and C:

1. The Cost of the Work provisions in Article 6 will continue to apply to pricing certain Change Orders and other similar matters, as set forth in Paragraph 6.01.A.2.

2. Construction Support Costs Extended Rate provisions of Paragraph 5.04 will continue to apply for Change Orders.

3. Owner's Contingency will continue to be available per Article 12.

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ARTICLE 12—OWNER'S CONTINGENCY ALLOWANCE

12.01 Owner's Contingency Allowance

A. Owner's Contingency Allowance is used at the sole discretion of the Owner to cover unforeseen costs, Owner-directed changes in the scope of the Work, or any other unanticipated change in the Contract Price. These funds can only be accessed by the CMAR when and to the specific extent authorized by the Owner.

B. The Owner's Contingency Allowance is to be included in the Contract Amount awarded but is not part of the CMAR's GMP.

ARTICLE 13—PAYMENT PROCEDURES

13.01 Submittal and Processing of Payments

A. Billing and payment for CMAR Services are addressed in Article 3. The provisions in this Article 13 pertain to billing and payment for the Work.

B. CMAR shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will indicate the amount of the CMAR Fee then payable. Applications for Payment will be processed by Owner's Advisor as provided in the General Conditions.

13.02 Progress Payments; Retainage

A. Owner shall make progress payments on the basis of CMAR's Applications for Payment as recommended by Owner's Advisor on or about the **5th** day of each month during construction as provided in Article 13, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract.

B. Progress payments on account of the Cost of the Work will be made for each Work Authorization.

1. Prior to Substantial Completion, for each Work Authorization progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.

a. **95 percent (95%)** of the value of the Work completed, with the balance being retainage.

1) If 50 percent or more of the Work under a Work Authorization has been completed, as determined by Owner's Advisor, and if the character and progress of the Work have been satisfactory to Owner, Owner's Advisor, and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner, Owner's Advisor, and Engineer, there will be no additional retainage; and

b. **95 percent (95%)** of cost of materials and equipment not incorporated in the Work, with the balance being retainage.

2. ***INTENTIONALLY DELETED.***

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13.03 Final Payment

A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Article 15 of the General Conditions.

13.04 Consent of Surety

A. Owner will not make final payment or return or release retainage at Substantial Completion or any other time, unless CMAR submits written consent of the surety to such payment, return, or release.

13.05 Interest

A. All amounts not paid when due will bear interest at the rate of **[number]** percent per annum.

ARTICLE 14—DOCUMENTATION AND AUDIT

14.01 Documentation

A. Whenever the Cost of the Work for any purpose is to be determined pursuant to this Contract, CMAR and pertinent Subcontractors will establish and maintain records of the costs in accordance with generally accepted accounting practices.

B. CMAR will provide documentation of all Costs of the Work with the Application for Payment as directed by the Owner's Advisor.

14.02 Audit

A. Subject to prior written notice, Owner will be afforded reasonable access, during normal business hours, to all CMAR's accounts, records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to the Cost of the Work and the CMAR Fee. CMAR shall preserve all such documents for a period of three years after the final payment by Owner. Subcontractors performing Work on a Cost of the Work basis will afford such access to Owner, and preserve such documents, to the same extent required of CMAR.

ARTICLE 15—CONTRACT TIMES

15.01 ***INTENTIONALLY DELETED.***

15.02 Contract Times—Days

A. The Work will be substantially complete within (an amount of days to be determined "TBD") after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within (an amount of days to be determined "TBD") after the date when the Contract Times commence to run.

B. ***INTENTIONALLY DELETED.***

15.03 Liquidated Damages

A. CMAR and Owner recognize that all time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract and that Owner will suffer financial and other losses if the Work

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is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and CMAR agree that as liquidated damages for delay, but not as a penalty:

1. Substantial Completion–CMAR shall pay Owner $**[to be determined ("TBD")]** for each day that expires after the time, as duly adjusted pursuant to the Contract, specified above for Substantial Completion, until the Work is substantially complete.
2. ***INTENTIONALLY DELETED.***
3. ***INTENTIONALLY DELETED.***
4. If Owner recovers liquidated damages for a delay in completion of the Project or a specified Milestone by CMAR, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages, if any, specified in this Agreement.

B. ***INTENTIOANLLY DELETED.***

15.04 ***INTENTIONALLY DELETED.***

15.05 ***INTENTIONALLY DELETED.***

ARTICLE 16—CONTRACT DOCUMENTS

16.01 Contents

A. The Contract Documents consist of all of the following:

1. This Agreement.
2. General Conditions.
3. Supplementary Conditions.
4. General Requirements (Division 01 of the Specifications.)
5. Drawings and Specifications completed as of the Effective Date of the Contract: **[City of Port Orange RFSQ 24-03 Construction of Force & Water Mains (River Crossing) 60% Construction Documents].**
6. Exhibits to this Agreement (enumerated as follows):
   a. Exhibit A, Scope of CMAR's Services;
   b. Exhibit B, Basis of Compensation;
   c. Exhibit C, Owner's Insurance and Bond Requirements of Construction Manager;
   d. Exhibit C-1, Payment and Performance Bond;
7. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
   a. Contract Amendments;

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b. Executed Work Authorizations, including any exhibits identified as Drawings, Specifications, or other Contract Documents;

c. Work Authorization Modifications; and

1) Work Change Directives;

2) Change Orders; and

3) Field Orders.

d. Warranty Bonds, if any.

B. There are no Contract Documents other than those listed above in this Article 16.

C. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 17—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

17.01 CMAR's Representations

A. —To induce Owner to enter into this Contract, CMAR makes the following representations:

1. CMAR has examined and carefully studied the Contract Documents, including Addenda.

2. CMAR has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

3. CMAR is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.

4. CMAR has carefully studied the reports, if any, of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings, if any, of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.

5. CMAR has carefully studied the reports and drawings, if any, relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.

6. CMAR has considered the information known to CMAR itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract **[Proposal]** Documents; with respect to the effect of such information, observations, on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by CMAR; and (c) CMAR's safety precautions and programs.

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7. Based on the information and observations referred to in the preceding paragraph, CMAR agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Guaranteed Maximum Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

8. CMAR is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

9. CMAR has given Owner's Advisor written notice of all conflicts, errors, ambiguities, or discrepancies that CMAR has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Owner's Advisor is acceptable to CMAR.

10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

11. CMAR's entry into this Contract constitutes an incontrovertible representation by CMAR that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

17.02 CMAR's Certifications

A. CMAR certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 17.02:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the proposal process or in the Contract execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the Proposal process or the execution of the Contract to the detriment of Owner, (b) to establish proposal Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Proposers, with or without the knowledge of Owner, a purpose of which is to establish proposal prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the proposal process or affect the execution of the Contract.

ARTICLE 18 – MISCELLANEOUS PROVISIONS (Language contained in this article *MUST* be included in all subcontracts associated with this Agreement.)18.01 Statutory Notices Relating to Unauthorized Employment and Subcontracts.

A. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A9e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.

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B. Pursuant to sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:

1. Public Entity Crime. 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, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, 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, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

2. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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.

3. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.

4. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

18.02 Compliance with Federal, State and Local Laws.

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A. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.

B. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.

C. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

D. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Seventh Judicial Circuit, in and for Volusia County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

IN WITNESS WHEREOF, Owner and CMAR have signed this Agreement.

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This Agreement will be effective on _____, **2025**, which is the Effective Date of the Contract.

Owner:	CMAR:
City of Port Orange	Wharton-Smith, Inc.
(typed or printed name of organization)	*(typed or printed name of organization)*
By:	By:
(individual's signature)	*(individual's signature)*
Date: 11/18/2025	Date: 11-10-25
(date signed)	*(date signed)*
Name: Scott Stiltner	Name: Patrick J. Hewitt
(typed or printed)	*(typed or printed)*
Title: Mayor	Title: COO - Water
(typed or printed)	*(typed or printed)*
	*(If **[Type of Entity]** is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)*
Attest:	Attest:
(individual's signature)	*(individual's signature)*
Title: Asst. City Manager / City Clerk	Title: Admin. Supervisor
(typed or printed)	*(typed or printed)*
Address for giving notices:	Address for giving notices:
Attention: City Manager	750 Monroe Road
1000 City Center Circle	Sanford, Florida 32771
Port Orange, Florida 32129	
Designated Representative:	Designated Representative:
Name: Junos Reed	Name:
(typed or printed)	*(typed or printed)*
Title: City Engineer	Title:
(typed or printed)	*(typed or printed)*
Address:	Address:
1000 City Center Circle	750 Monroe Road
Port Orange, Florida 32129	Sanford, Florida 32771
Phone: (386) 506-5751	Phone: (407) 321-8410
Email: jureed@port-orange.org	Email: phewitt@whartonsmith.com
	License No.: CGC1511243
	(where applicable)
	State: Florida

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EXHIBIT A–SCOPE OF CMAR SERVICES

ARTICLE 1—BASIC PRECONSTRUCTION SERVICES

1.01 Project Management

A. Participate in Project Meetings

1. Participate in Project kick-off meeting. Be prepared to discuss CMAR's team and organizations structure, assignments for responsibilities and Teams CMAR's plan for implementation of Preconstruction Services.

2. Participate in periodic meetings with Owner, Owner's Advisor, and Engineer (collectively, Owner's Project Team or OPT) to review progress, coordinate efforts, and discuss planned activities for the next period. It is anticipated that these progress meetings will occur **[monthly]**.

B. Provide administration of Agreement for CMAR Preconstruction Services, including Applications for Payment, progress reporting, management of CMAR staff, schedule for services, and deliverables.

1.02 Review of Preliminary Design Report

A. As a priority first task, review Engineer's Preliminary Design Report as soon as it is available.

1. Provide input and advice, according to the general requirements of Exhibit A Paragraph 1.03.D below, regarding the Preliminary Design Report's content concerning coordination of utilities work (both above-ground utilities and Underground Facilities), Underground Facilities Procedure, and mitigation of utilities conflicts, for Engineer's use in the Final Design Phase of Engineer's services.

2. Recommend strategies for the division of the Work under design into Work Packages, and for phased design and authorization of construction of such Work Packages (fast tracking). Work collaboratively with the OPT to finalize the number of Work Packages and their approximate scope, and the schedule for preparation, authorization, and completion of such Work Packages.

1.03 Design-Related Preconstruction Services

A. Attend periodic design meetings to provide consultation on aspects of the design that will impact the budget, schedule, and quality of the completed Work.

B. Advise, assist, and provide recommendations on all aspects of the planning and design of the Work. Consult with the OPT regarding Site use and improvements, and the selection of materials, building systems, and equipment.

C. Provide recommendations: on construction feasibility; regarding actions designed to minimize adverse effects of labor or material shortages; on time requirements for procurement, installation, and construction completion; and on factors related to construction cost including estimates of alternative designs or materials, preliminary budgets, and possible opportunities for savings.

D. Review in-progress design documents, including the documents variously described as preliminary design documents, preliminary design report, design development documents,

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and the interim final drafts of the Drawings and Specifications, and provide input and advice on constructability, materials and equipment selections, and availability. Provide timely suggestions for modifications to improve:

1. Ability to bid the Work:
    a. Identify Work elements that may be difficult to price as presented in the design documents. Provide suggestions to reduce risk and to obtain better pricing from Subcontractors and Suppliers.
    b. Provide suggestions on Work Packages to improve biddability, however, Engineer will not subdivide work into Work Packages for specific trades.
    c. Determine that specified products are readily available and notify Engineer if equal or substitute materials might be available.
2. Constructability, including sequencing or coordination issues:
    a. Adequacy of details for construction;
    b. Potential conflicts during construction;
    c. Feasibility of construction;
    d. Construction sequencing;
    e. Ability to coordinate among Subcontractors and Suppliers; and
    f. Coordination between Contract Documents.
3. Operability:
    a. Ability to minimize disruptions to existing operations;
    b. Ability to complete construction connections to existing facilities or utilities;
    c. Modifications to facilitate initial start-up and/or performance testing; and
    d. Ability of Owner to operate/maintain the facility when completed.
4. Possible use of patented, licensed, or copyrighted products.
5. Requirements for Subcontractor and equipment and materials procurement.
6. Completeness, consistency, and clarity.

E. Subsurface conditions and Underground Facilities
1. Review information made available by Owner.
    a. Review information pertaining to subsurface or physical conditions at the Site. Inform Owner's Advisor of additional examinations, investigations, explorations, testing, or studies (Supplemental Investigations) of subsurface or physical conditions at the Site that CMAR concludes would be beneficial if conducted prior to commencement of construction. See General Conditions Paragraph 5.03.E.
    b. Review information pertaining to Underground Facilities. Collaborate with the Engineer to improve the accuracy and completeness of information regarding

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Underground Facilities that Engineer incorporates into Work Authorizations in accordance with General Conditions Paragraph 5.05.

2. Owner's Advisor will issue a Work Authorization for any necessary potholing, exploratory excavations, or other field investigations related to Paragraph E if necessary.

F. Research potential substitutes, furnish data and prepare a Preconstruction Substitute Request prior to a Work Authorization requesting the Owner's Advisor to authorize the use of other items of equipment or material in accordance with General Conditions Paragraph 7.09.

G. Provide review comments in writing using the processes or procedures prescribed by the Owner's Advisor. Verify that the Project design can be executed within the Owner's Construction Budget, within the allotted Contract Times, and with available labor, equipment, and materials.

H. Report to Owner's Advisor and Engineer any elements of the design that appear to be in error or appear to require engineering review and possible resulting modification.

I. The CMAR is not responsible for design of the Project. The CMAR does not control the project design or contents of the Contract Documents and does not assume responsibility or liability for the project design by performing these reviews. The CMAR's review of the project design and Contract Documents and providing recommendations are only advisory to the OPT.

1.04 Construction Management Plan and Implementation

A. Provide and implement a written Construction Management Plan that incorporates the following elements:

1. CMAR's organization for the Construction Phase of the project, including assigned responsibilities and level of authority within Project management;

2. Communication plan, including plans for distribution of documents, implementation of Action Item and Decision registers, frequency of reporting and project controls;

3. Document management plan that incorporates Communications Plan and contractual Electronic Data Protocols;

4. Construction contract administration;

5. Cost management;

6. Time management;

7. Quality management;

8. Risk management;

9. Safety management;

10. Site management and environmental controls;

11. Regulatory requirements and permits;

12. Procurement Strategy Plan. **[; and]**

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13. ***INTENTIONALLY DELETED.***

14. **[Start up and commissioning program.]**

B. Work with the OPT to incorporate requirements of the General Conditions and General Requirements (Division 01 of the Specifications) into the plan. Reference provisions in the General Conditions and General Requirements as appropriate. Prepare a draft plan and submit for review and comment by the OPT. Respond to comments and incorporate changes suggested by review comments as appropriate.

1.05 Construction Contract Administration

A. Work with the OPT to incorporate requirements of the General Conditions and General Requirements into administration of the Contract. Review the Owner's Construction Management Plan and suggest changes as appropriate.

B. Communications

1. Assist the Owner's Advisor with planning Project meetings, participate in these meetings and provide documentation as requested by the Owner's Advisor.

2. Plan, schedule, and document meetings held with Subcontractors and Suppliers. Include the members of the OPT as appropriate.

1.06 Cost Management

A. Provide a preliminary evaluation of the Owner's program and budget requirements to determine that CMAR will be able to construct the facilities described in that program within the Owner's Construction Budget (Budget) using conceptual estimating techniques. Discuss this initial review of the Budget with the OPT.

B. Work with OA to update the Budget with supporting data for review by the OPT at the following intervals:

1. Completion of preliminary design documents by the Engineer and approval by the Owner.

2. Completion of design development documents by the Engineer and approval by the Owner.

3. At appropriate intervals agreed to by the OPT and CMAR during the preparation of the Construction Documents to determine that changes to the design can be constructed within the Budget.

C. Assist OA in preparing an updated line-item Budget based on the CMAR's proposed Procurement Strategy Plan prepared per Paragraph 1.13. This Budget is to include a line item for each anticipated Work Package, as well as line items for Construction Support Costs, the CMAR Fee, and CMAR Contingency Allowances and other costs, if any, that will be incorporated into the GMP for the Project.

D. Assess current construction market to determine risk associated with the Budget. As an example, volatility in the cost of selected materials or equipment may drive cost above the Budget. Identify areas where costs may be lower than original estimates and if cost savings may be used to balance the Budget. Report the cost of various design and construction alternatives to the Owner, including the CMAR's assumptions in preparing its analysis, a

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variance analysis between budget and preliminary Budgets, and recommendations for any adjustments to the Budget. Work with the OPT to consider costs relating to efficiency, usable life, maintenance, energy, and operation as part of the cost analysis.

E. Notify the Owner and the Owner's Advisor immediately if any estimated construction cost will cause the projected GMP to exceed the Budget. Make appropriate recommendations to the OPT if cost projections exceed the Budget.

F. Provide the Budget-related services set out in Paragraph 11.04 of the Agreement.

1.07 Time Management

A. Provide a preliminary master schedule for the Contract. Incorporate the Owner's Advisor's preliminary schedule and the schedule for design into the preliminary master schedule. Include allowances for reasonable periods required for the review and approval of items by the OPT and for approvals of governmental authorities having jurisdiction over the Project. Prepare the preliminary master schedule in a way that the detailed construction schedule can be incorporated into the master schedule as the Project becomes better defined.

B. Identify critical design Milestones that must be met to keep the Project on schedule. Coordinate and integrate the preliminary project schedule with the services and activities of the OPT and CMAR. Update the preliminary project schedule as design develops to indicate proposed activity sequences and durations, Milestone dates for receipt and approval of pertinent information, submittal of a GMP Proposal, preparation and processing of Shop Drawings and Samples, delivery of materials or equipment requiring long-lead time procurement, and the Owner's occupancy requirements.

C. Make appropriate recommendations to the Owner and Owner's Advisor if preliminary project schedule updates indicate that previously approved schedules may not meet Contract Time requirements.

D. Revise the master schedule after the GMP is established.

1.08 Quality Management

A. Prepare CMAR's Quality Control Plan (CQCP) in accordance with the General Requirements.

1. Describe the quality control organization and lines of authority. Quality control plan is to identify the quality control manager and other key individuals involved in CMAR's quality control effort. Provide the services of a dedicated quality control manager unless Owner's Advisor determines that quality control manager may combine quality control duties with other responsibilities. If quality control manager is to serve in other capacities, identify those other responsibilities and the percentage of time spent in each role. Describe the qualifications of the quality control manager (in resume format) to demonstrate experience with quality management activities and performance on successful projects.

2. Provide the name and qualifications, in resume format, of other persons assigned a quality control function. Define the roles and responsibilities and authorities for each person and the types of Work or portions of the work for which each person is responsible.

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3. Describe CMAR's approach to managing quality during construction. Describe how CMAR will integrate quality control procedures into the execution of the Work, provide testing and inspection required to control the quality of the Work in progress and verification or acceptance testing as required by the Contract Documents and CQCP.

4. Include a testing plan with details of tests to be provided. Designate the organization (Owner, Owner's Advisor, CMAR, or Testing Agency) responsible for each type of testing. Coordinate CQCP Testing Plan with testing to be provided by the Owner.

5. Describe CMAR approach for managing defective Work, including notification and documentation procedures, development and implementation of corrective action plans and documentation that record corrective action has been successful in producing Work that complies with the Contract Documents.

6. Describe the approach for scheduling, reviewing, certifying, and managing documentation provided by Subcontractors and Suppliers. Include the approach for managing the quality of submittals, documentation procedures, and process for tracking and keeping documentation up to date.

1.09 Risk Management

A. Analyze construction risks to assess risk impact and develop appropriate risk management strategies to minimize associated costs.

B. Identify additional information that will help with risk assessment.

C. Provide recommendations for appropriate allocation of construction risks.

D. Review possible impacts associated with the use of patented, licensed, or copyrighted products.

E. Review legal requirements for subcontractor and equipment procurement for risk impacts.

F. Suggest procurement strategies to minimize risk.

1.10 Safety Management

A. Provide a project-specific Health and Safety Plan for the Contract to address the safety concerns associated with construction activities, including potential hazards, that complies with applicable Laws and Regulations. Write the manual with the ability to readily update the plan to incorporate needed revisions on a regular basis.

B. The Health and Safety Plan is to include at least the following information:

1. Background information identifying the CMAR, Project description, and location;

2. Management accountability structure with authority to implement safety plans, stop work, or make other safety-related decisions;

3. Role of safety representative (see General Conditions, Paragraph 7.16);

4. Provide descriptions of qualifications and certifications related to the performance of safety representatives;

5. Objectives of the Health and Safety Plan;

6. Administration and enforcement of the Health and Safety Plan;

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7. Applicability of the Health and Safety Plan to various personnel categories, including the workforce, visitors, and members of the OPT;
8. List of conditions at the Site that may pose a hazard to anyone, hazard types, and those potentially exposed;
9. Procedures for first aid and medical attention;
10. Emergency notifications procedures based on hazard type which specify the entity to be notified for each situation;
11. Site access control requirements to prohibit unauthorized persons from entering the Site;
12. Orientation and training requirements for workers, visitors, and members of the OPT;
13. Hazard communications and awareness plan;
14. Required safety certifications for each type of work;
15. CMAR's safety training program and effort to create and maintain a culture of safety;
16. CMAR's written safety guidelines for project-specific issues as defined by Laws and Regulations;
17. Plan for conducting safety inspection and the audit frequency and schedule;
18. Process for conducting a Job Hazard Analysis for work activities and implementing countermeasures to ensure safety, including checklist specific the Project and type of work; and
19. Accident / incident reporting procedures including monthly reporting.

C. Incorporate Owner's site safety requirements as appropriate.

1.11 Site Management and Environmental Controls

A. Develop a plan for managing the Site during construction. The plan should address, at a minimum, management of the following:

1. Office space for CMAR, Subcontractors and if required by Contract, the OPT;
2. Water, sanitation, electrical, internet, and other utilities for CMAR's and OPT's operations at the Site;
3. Storage facilities, parking, and construction equipment storage and maintenance;
4. Protection of existing structures, trees and other landscaping, buildings, utilities, and Underground Facilities;
5. Site security, site safety, and emergency responses;
6. Temporary roads, temporary signage, barricades, fencing, and other devices to manage traffic to and within the Site, including provisions for delivery of materials and equipment, and maintenance during construction;
7. Environmental conditions including storm water management, pollution control, care of water, soil management, and other temporary controls and their removal when no longer required;

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8. Reference data and control points; and

9. Cleaning during construction and containment and disposal of waste materials.

B. Review plan with Owner's Advisor and Owner to identify potential conflicts with operating other facilities, on-going and anticipated construction by other entities. Revise if necessary.

1.12 Regulatory Requirements and Permits

A. Review regulatory requirements and permits required for construction. Develop a written plan for meeting applicable Laws and Regulations and obtaining permits. List the permit requirements, entities responsible for obtaining permits, documentation required for permits and cost for obtaining and complying with these requirements.

B. Incorporate the associated cost into the Cost of Work and inform the Owner so these can be incorporated into the Owner's Construction Budget, or the Owner's Construction Budget may be adjusted as required.

C. Incorporate time for obtaining permits into the project schedule to ensure permits can be obtained and regulatory requirements met in time for the orderly progression of Work.

1.13 Procurement Strategy Plan

A. Provide input to OPT regarding the current construction market, bidding climate, status of key Subcontractor and Supplier markets, and other local economic conditions.

B. As the design develops, organize the Work into Work Packages that will (1) allow for phased construction that will shorten the overall completion schedule for the Work, (2) encourage price competition by prospective Subcontractors and Suppliers, and (3) enhance the quality and safety of the Work.

C. Develop Subcontractor and Supplier interest in the Project consistent with state Laws and Regulations. Furnish the Owner's Advisor a list of possible Subcontractors and Suppliers, from whom competitive bids will be requested for each principal portion of the Work. Identify preferred providers based on CMAR's previous experience for quality of work, on-time delivery, and ability to complete work within bid amounts. Submission of this list is for information and discussion purposes only and not for prequalification. The review of this list will not require the OPT to investigate the qualifications of proposed Subcontractors and Suppliers, nor does it waive the right of Owner to later object to or reject any proposed Subcontractor or Supplier when bids are considered. CMAR may submit a Change Proposal for any increase in the Guaranteed Maximum Price if this change is made after the GMP has been established.

D. Recommend to the OPT a schedule for procurement of long-lead time items required to meet the project schedule. Assist the OPT with the procurement of these long-lead items by obtaining competitive bids for these items under a separate Work Authorization.

E. Identify critical elements of the Work that may require special procurement processes, such as prequalification of Subcontractors or Suppliers, requirement of certified or prequalified installers, or alternative contracting methods.

F. Advise the Owner of market conditions, bid issues, design issues, or other factors which may have had an impact causing bid prices to be higher than estimated. Discuss

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opportunities for bringing the Project within budget with the Owner and the Owner's Advisor, in consultation with the Engineer to assist with deciding on how to proceed.

ARTICLE 2—ADDITIONAL PRECONSTRUCTION SERVICES

2.01 Diverse Business Enterprise (DBE) Program Implementation

A. Identify potential contracting opportunities for DBE Subcontractors and Suppliers to meet Project DBE participation goals.

B. Identify materials and equipment for which no opportunity for DBE participation exists to assist the Owner in developing realistic DBE participation goals based on available opportunities.

C. Determine the eligible contract costs associated with each proposed Work Package.

D. Propose realistic DBE participation goals for the Project, expressed as a percentage of eligible contract costs, considering the specific subcontracting opportunities identified and the availability of DBE participants for each specific subcontracting opportunity.

E. ***INTENTIONALLY DELETED.***

F. Promote opportunities for DBE firms to participate in submitting offers for subcontracts. Provide potential Subcontractors and Suppliers with a copy of Owner's DBE policy with bid documents. Make a good faith effort to encourage DBE participation and make potential Subcontractors and Suppliers aware that participation is taken into consideration when awarding contracts.

2.02 Value Engineering Studies

A. Participate in Value Engineering reviews at the level appropriate for the projects at the completion of the first draft of the Final Design Phase documents (approximately 60% completion) to assist in identifying ways to improve value to the owner or reduce the cost for the project. Provide cost estimates to quantify potential cost savings to reduce the overall cost for the Project.

B. Assist OA in conducting a workshop to identify potential changes which could reduce the cost of the Project or increase the value of the Project by more than the cost of the changes. Present selected alternatives for more detailed evaluation. The detailed evaluation will consider cost, ability to implement the changes, technical analysis, and the impact of changes on the Project. Ideas that pass the technical and economic analysis, and merit incorporation into the design of the project, will be presented, in a draft report, as a proposal to the OPT for consideration. Incorporate responses of the OPT in the final report.

C. Review and comment on deliverables which include draft and final value engineering recommendation reports.

2.03 Start Up and Commissioning Program

A. Provide CMAR's organizational structure for startup and commissioning. Identify the individuals from CMAR, Subcontractors and Suppliers actively involved in the process. Identify testing personnel required for startup, including independent testing agencies. Work with Owner's Advisor to develop a table of roles and responsibilities for CMAR team and the OPT.

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B. Develop a written start up and commissioning program consistent with the requirements of the Contract Documents. Write the plan in a way that will allow specific details to be added or information updated as equipment and materials are purchased and delivered.

C. Identify all systems to be included in the startup plan, each item of equipment involved with each system and the interface between each item of equipment and other operating equipment. Identify how each equipment component fits into operations of the completed facility.

D. Identify control systems associated with operating the system or facility, and how each is used to start-up, operate, and shut down its associated system. Identify prerequisite conditions for startup and testing for each system and facility. Identify conditions which would merit termination of startup or testing procedures.

E. Compile a list of all documents required for startup, including Contract Documents, Shop Drawings, operations and maintenance manuals, verification of warranty information, lists of spare parts and their location, and contact information for manufacturer's representatives to be included in startup readiness testing /verification and performance testing.

F. Identify testing required for factory witness testing, startup readiness verification, equipment and performance testing, and functional and performance testing.

G. Provide a preliminary schedule for startup and commissioning plans which can be updated as more detailed information is available. Incorporate this schedule in the master schedule and construction schedule for the Project.

2.04 Surveys and Drawings

A. Provide field surveying required for the preparation of designs and drawings.

B. Provide Geographic Information System (GIS) mapping services or assistance with these services.

C. Prepare property, boundary, and right-of-way surveys; prepare easement and deed descriptions; conduct related title searches and examination of deed records.

2.05 Regulatory Agencies

A. Assist OPT in preparing applications and supporting documents for government grants, loans, or planning advances, and providing data for detailed applications other than those described in **[include reference – N/A]**.

B. Additional meetings with local, state, and federal agencies in excess of those described in **[include reference – N/A]**.

2.06 Additional Inspections and Quality Management

A. Provide shop, mill, or laboratory inspections of materials and equipment, or field inspections of materials and equipment other than as required as Basic Services.

B. Unscheduled Post-Completion Inspections as required per Paragraph **[include reference]**.

2.07 Studies, Reports, and Investigations

A. Provide geotechnical investigations, studies, and reports.

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2.08 Additional Copies of Documents

A. Furnish additional sets of printed documents created by the CMAR.

2.09 **[Other Additional Preconstruction Services]**

A. **[Include other Additional Preconstruction Services here. Add lines to Proposal Exhibit A and Agreement Exhibit B for these items.]**

ARTICLE 3—BASIC PROCUREMENT SERVICES

3.01 Project Management

A. Participate in Project Meetings

1. Participate in kick-off meeting for Procurement Services. Be prepared to discuss changes in CMAR's team and organization structure for Procurement Services, assignments of responsibilities, and CMAR's plan for implementation of Procurement Services.

2. Participate in periodic meetings with the OPT to review progress, coordinate efforts, and discuss planned activities related to procurement. It is anticipated that these progress meetings will occur **[weekly]** at times when procurement activities for Work Packages are underway.

B. Provide administration of Agreement for CMAR Procurement Services, including Applications for Payment, progress reporting, management of CMAR staff, schedule for services, and deliverables.

3.02 Assembling Work Packages

A. Assemble appropriate bid documents for distribution to prospective bidders for Work Packages in accordance with the procurement strategies defined in the Construction Management Plan and Procurement Strategy Plan (see Basic Preconstruction Services).

3.03 Advertise for Bids

A. Publicly advertise each Work Package, soliciting bids from Subcontractors and Suppliers for each Work Package in accordance with the applicable provisions of Laws and Regulations.

B. Maintain a list of all entities that have requested bid documents for each Work Package (planholders) until bids are received. Provide updates of the planholders as required by the Owner's Advisor.

C. Encourage multiple Subcontractors and Suppliers to submit bids on the Work Package so a minimum of three bids are received for each Work Package.

3.04 Pre-Bid Conferences

A. Conduct a pre-bid conference with prospective Subcontractor and Suppliers to familiarize them with:

1. Bid opportunities for Work Packages;

2. Special requirements of the Contract Documents;

3. Prevailing wage requirements;

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4. Equal employment opportunity requirements; and

5. Diverse Business Enterprise requirements, if any.

B. Obtain responses from the Owner's Advisor, in consultation with the Engineer, to all questions at pre-bid conferences requiring a modification to the Contract Documents. Prepare a record of the discussions at the pre-bid conference to assist the Owner's Advisor and Engineer in preparing Addenda as appropriate. Review and comment on Addenda prepared by the Owner's Advisor in consultation with the Engineer to incorporate responses to questions raised during or as a result of the pre-bid conference.

3.05 Addenda

A. Receive draft Addenda prepared by the Owner's Advisor in consultation with the Engineer. Review the draft Addenda for clarity, consistency, and coordination, and provide comments to Owner's Advisor and Engineer. By conducting such reviews and providing comments, CMAR does not assume responsibility or liability, in whole or in part, for all or any part of the Project design or the content of the Contract Documents.

B. Distribute Addenda regarding any changes in the bid process or Contract Documents to all planholders. Require verification from planholders that Addenda have been received.

3.06 Opening Bids

A. Open bids submitted by Subcontractors and Suppliers for all Work Packages at the time and location so indicated in the advertisement for bid or as altered by addendum sent to all planholders.

B. Where allowed by state Laws and Regulations, the CMAR may be able to self-perform portions of the Work. Require sealed bids for all Work Packages which the CMAR proposes to perform with its own resources. The CMAR must submit a sealed bid for any such Work Package to be opened at the same time and in the same manner that other bids for this Work are to be opened. The CMAR will be allowed to self-perform that Work for which the CMAR's bid demonstrates that it will provide the best value in terms of cost, schedule, and quality of Work.

C. Review all bids submitted in the presence of the Owner and the Owner's Advisor in a way that does not disclose the contents of the bid during the selection process to any entity other than the OPT and CMAR.

D. Compare bids received to the line-item budget prepared for the Project prior to the opening of bids. Resolve discrepancies or overlaps in bid packages to eliminate duplications or the omission of elements of the Work that are not included in Construction Support Costs. Discuss each bid received with the OPT and recommend which bid received will provide best value for the Owner.

E. Evaluate any substitutions or alternate bids offered by bidders. Owner's Advisor, in consultation with the Engineer, will evaluate the substitutions or alternate bids to determine the technical merit and to determine that the modifications offered are consistent with the intent of the Contract Documents. The Owner, in consultation with the Owner's Advisor and Engineer, will determine if the substitution or alternate is acceptable.

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F. The Owner will adjust the Guaranteed Maximum Price (GMP) if the Owner requires the CMAR to contract with a Subcontractor or Supplier different from the entity submitting the bid on which the GMP is based. This adjustment will be made in the GMP or by Change Order if the GMP has already been established by a Work Authorization.

G. In the case of the need to replace a Subcontractor or Supplier under the provisions of the General Conditions Paragraph 7.10.O, Owner may direct the CMAR to obtain competitive bids for this Work if the cost proposed by the CMAR or substitute Subcontractor or Supplier for this Work differs from the line-item estimate by more than 10 percent of the line-item amount. The CMAR will not be required to advertise this Work as required in Paragraph 1.02.

H. Make all bids public after the award of contracts or not later than 7 days after the date of the final selection of bids or proposals.

ARTICLE 4—ADDITIONAL PROCUREMENT SERVICES

4.01 Diverse Business Program Implementation

A. Promote opportunities for DBE firms to participate in submitting offers for subcontracts. Provide potential Subcontractors and Suppliers with a copy of Owner's DBE policy with bid documents. Make a good faith effort to encourage DBE participation and make potential Subcontractors and Suppliers aware that participation is taken into consideration when awarding contracts.

B. Notify Owner if a qualified DBE Subcontractor or Supplier submits a bid but has submitted a higher bid price than a qualified non-DBE Subcontractor or Supplier. Work with the Owner to determine if the subcontract is to be awarded to the higher priced DBE subcontractor. Adjust the GMP accordingly.

4.02 Prequalification of Bidders

A. Prequalify bidders for the Project using the OPT's prequalification process. If the OPT does not have a prequalification process in place for this Project, CMAR will assist the OPT in developing and implementing a prequalification process. Any prequalification of bidders must also be in accordance with applicable state Laws and Regulations.

4.03 Additional Work Packages

A. Providing additional effort to procure Work Packages in addition to the number of Work Packages stipulated in Paragraph 3.02.

4.04 Regulatory Agencies

A. Preparing applications and supporting documents for government grants, loans, or planning advances, and providing data for detailed applications other than those described in **[include reference – N/A]**.

B. Additional meetings with local, state, and federal agencies in excess of those described in **[include reference – N/A]**.

4.05 Additional Copies of Documents

A. Furnishing additional sets of printed documents.

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4.06 **[Other Additional Procurement Services]**

A. **[Include other Additional Procurement Services here. Add lines to Proposal Exhibit A and Agreement Exhibit B for these items]**.

ARTICLE 5—SPECIAL SERVICES

5.01 The scope of services for Special Services, if any, will be the scope set forth in the Contract Amendment(s) establishing and authorizing such Special Services.

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Table 1—Estimated Contract Price

Item	Item Title	Calculation	Comment
1	Compensation for CMAR Services	= Table 2, R 11	Transfers amount for Total Cost for CMAR Services from Table 2—Compensation for CMAR Services.
2	Fixed Construction Support Costs	= Table 3, R 1	Transfers amount for Total Fixed Construction Support Cost from Table 3—Basis of Compensation for Fixed Construction Support Cost.
3	Time Sensitive Construction Support Costs	= Table 4, R 1	Transfers amount for Total Time Sensitive Construction Support Cost from Table 4—Basis of Compensation for Time Sensitive Construction Support Cost.
4	Total Construction Support Costs	(2 + 3)	Worksheet calculates Total Construction Support Costs by adding the amount for Fixed Construction Support Cost to the amount for Time Sensitive Construction Support Cost.
5	Estimated Cost of the Work	**[Enter Amount]**	Enter the Estimated Cost of the Work prepared by the Owner's Advisor. This number is used to determine an estimated Guaranteed Maximum Price (GMP) which is included in calculating an estimated Contract Price.
6	CMAR Fee Percentage	**[Enter %]**	Enter the proposed or negotiated CMAR Fee Percentage.
7	CMAR Fee	(5 x 6)	Worksheet calculates the amount of the CMAR Fee by multiplying the Estimated Cost of the Work times the CMAR Fee Percentage. This is the amount of CMAR Fee based on Estimated Cost of the Work. Fee is earned as a percentage of the actual cost on approved Work Authorizations.
8	Cost of the Work with CMAR Fee	(5 + 7)	Worksheet calculates the amount of the Cost of the Work with CMAR Fee by adding the Estimated Cost of the Work to the CMAR Fee.
9	Payroll Cost—Estimated Cost of the Work	**[Enter Amount]**	Enter the Estimated Cost of the Work allocated to Payroll Cost.
10	Payroll Cost—CMAR Fee Percentage	**[Enter %]**	Enter the CMAR Fee Percentage proposed or negotiated for Payroll Costs
11	Payroll Cost—CMAR Fee Amount	(9 x 10)	Worksheet calculates the CMAR Fee amount for Payroll Cost by multiplying the Estimated Cost of the Work for Payroll times its CMAR Fee Percentage.
12	Payroll Cost—Cost with CMAR Fee	(9 + 11)	Worksheet calculates Payroll Cost with CMAR Fee by adding the Estimated Cost of the Work for Payroll to the Payroll Cost CMAR Fee Amount.
13	Incorporated Equipment and Materials—Estimated Cost of the Work	**[Enter Amount]**	Enter the Estimated Cost of the Work allocated to Equipment and Materials Incorporated into the Work.
14	Incorporated Equipment and Materials— CMAR Fee Percentage	**[Enter %]**	Enter the CMAR Fee Percentage proposed or negotiated for Equipment and Materials Incorporated into the Work.

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Item	Item Title	Calculation	Comment
15	Incorporated Equipment and Materials—CMAR Fee Amount	(13 x 14)	Worksheet calculates the CMAR Fee amount for Incorporated Equipment and Materials by multiplying the Estimated Incorporated Equipment and Materials Cost times its CMAR Fee Percentage.
16	Incorporated Equipment and Materials—Cost with CMAR Fee	(13 + 15)	Worksheet calculates Incorporated Equipment and Materials Cost with CMAR Fee by adding the Estimated Cost of Incorporated Equipment and Materials to its CMAR Fee Amount.
17	Consumable Equipment and Materials Cost—Estimated Cost of the Work	[Enter Amount]	Enter the Estimated Cost of the Work allocated to equipment and materials consumed in construction of the Work.
18	Consumable Equipment and Materials Cost—CMAR Fee Percentage	[Enter %]	Enter the CMAR Fee Percentage proposed or negotiated for equipment and materials consumed in construction of the Work.
19	Consumable Equipment and Materials Cost—CMAR Fee Amount	(17 x 18)	Worksheet calculates the CMAR Fee amount for Consumable Equipment and Materials by multiplying the Estimated Consumable Equipment and Materials Cost times its CMAR Fee Percentage.
20	Consumable Equipment and Materials Cost—Cost with CMAR Fee	(17 + 19)	Worksheet calculates Consumable Equipment and Materials Cost with CMAR Fee by adding the Estimated Cost of Consumable Equipment and Materials to its CMAR Fee Amount.
21	Subcontractor Cost—Estimated Cost of the Work	[Enter Amount]	Enter the Estimated Cost of the Work allocated to Subcontractor Cost.
22	Subcontractor Cost—CMAR Fee Percentage	[Enter %]	Enter the CMAR Fee Percentage proposed or negotiated for Subcontractor Cost.
23	Subcontractor Cost—CMAR Fee Amount	(21 x 22)	Worksheet calculates the CMAR Fee amount for Subcontractor Cost by multiplying the Estimated Cost of the Work for Subcontractor Cost times its CMAR Fee Percentage.
24	Subcontractor Cost—Cost with CMAR Fee	(21 + 23)	Worksheet calculates Subcontractor Cost with CMAR Fee by adding the Estimated Cost of the Work for Subcontractor Cost to its CMAR Fee Amount.
25	Construction Equipment Cost—Estimated Cost of the Work	[Enter Amount]	Enter the Estimated Cost of the Work allocated to Construction Equipment Cost.
26	Construction Equipment Cost—CMAR Fee Percentage	[Enter %]	Enter the CMAR Fee Percentage proposed or negotiated for Construction Equipment Costs.
27	Construction Equipment Cost—CMAR Fee Amount	(25 x 26)	Worksheet calculates the CMAR Fee amount for Construction Equipment by multiplying the Estimated Cost of the Work for Construction Equipment Cost times its CMAR Fee Percentage.
28	Construction Equipment Cost—Cost with CMAR Fee	(25 + 27)	Worksheet calculates Construction Equipment Cost with CMAR Fee by adding the Estimated Cost of the Work for Construction Equipment Cost to its CMAR Fee Amount.
29	Supplemental Cost— Estimated Cost of the Work	[Enter Amount]	Enter the Estimated Cost of the Work allocated to Supplemental Cost.

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Item	Item Title	Calculation	Comment
30	Supplemental Cost—CMAR Fee Percentage	**[Enter %]**	Enter the CMAR Fee Percentage proposed or negotiated for Supplemental Costs
31	Supplemental Cost—CMAR Fee Amount	**(29 x 30)**	Worksheet calculates the Estimated Cost of the Work for Supplemental Cost by multiplying the Estimated Cost of the Work for Supplemental Cost times its CMAR Fee Percentage.
32	Supplemental Cost—Cost with CMAR Fee	**(29 + 31)**	Worksheet calculates Supplemental Cost with CMAR Fee by adding the Estimated Cost of the Work for Supplemental Cost to its CMAR Fee Amount.
33	Total Estimated Cost of the Work	**∑ (9, 13, 17, 21, 25, 29)**	Worksheet calculates the Total Estimated Cost of the Work by summing the Estimated Cost of the Work for each of the Cost of the Work Categories.
34	Total CMAR Fee	**∑ (11, 15, 19, 23, 27, 31)**	Worksheet calculates the Total CMAR Fee by summing the CMAR Fee for each of the Cost of the Work Categories.
35	Cost of the Work with CMAR Fee	**∑ (12, 16, 20, 24, 28, 32)**	Worksheet calculates the Total Cost of the Work with CMAR Fee by summing the Cost with CMAR Fee for each of the Cost of the Work Categories.
36	Estimated Cost of the Work	**[Enter Amount]**	Enter the Estimated Cost of the Work prepared by the Owner's Advisor. This number is used to determine an estimated Guaranteed Maximum Price (GMP) used for approval of an estimated Contract Price.
37	CMAR Lump Sum (stipulated) Fee	**[Enter Value]**	Enter the stipulated amount proposed or negotiated for CMAR Fee.
38	Cost of the Work with CMAR Fee	**(36 + 37)**	Worksheet calculates the Cost of the Work with CMAR Fee by adding the Estimated Cost of the Work to the lump sum CMAR Fee.
39	CMAR Contingency Allowance Percentage	**[Enter %]**	Enter the proposed or negotiated percentage of the Cost of the Work to be used to calculate the CMAR Contingency Allowance.
40	Estimated Cost of the Work	**[Enter Amount]**	Enter the Estimated Cost of the Work prepared by the Owner's Advisor. This number is used to determine an estimated Guaranteed Maximum Price (GMP) used for approval of an estimated Contract Price.
41	CMAR Contingency Allowance	**(39 x 40)**	Worksheet calculates amount of CMAR Contingency Allowance by multiplying the CMAR Contingency Allowance Percentage times the Estimated Cost of the Work.
42	Other Specific Product or Contingency Allowance	**[Enter Amount]**	Identify other contingency allowances proposed or negotiated to be included in the Contract Price. Contingency allowance should be restricted to use for its stated purpose. Contingency allowance amount will be adjusted based on actual cost per applicable General Condition or Supplementary Conditions provisions related to a contingency allowance. Enter a description of the contingency allowance item and the amount for the contingency allowance.
43	Total CMAR and Other Contingency Allowances	**(41 + 42)**	Worksheet calculates Total CMAR and Other Contingency Allowances amount by adding the CMAR Contingency Allowance to other specified contingency allowances.

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Item	Item Title	Calculation	Comment
44	Estimated Guaranteed Maximum Price	(4 + (8 or 35 or 38 + 43)	Worksheet calculates the Estimated GMP by summing the cost for Construction Support Costs, Cost of the Work with CMAR Fee, and CMAR and Other Contingency Allowances. Depending on the procedures used for calculating the CMAR Fee, Items 8, 35, or 38 may be deleted. Delete terms that appear as **#REF!** in the equation for 44 per the Note to User for this section.
45	Owner's Contingency Allowance	**[Enter Amount]**	Enter the Owner's Contingency Allowance amount if the Owner's Contingency Allowance is to be include in the Contract Price.
46	Total Amount of Contract Award	(1 + 44 + 45)	Worksheet calculates The Total Amount of the Contract Award (amount for which Contract will be awarded) by summing the Cost for CMAR Services, the Estimated Guaranteed Maximum Price (calculated using the selected compensation method) and the Owner's Contingency Allowance.
47	Substantial Completion Days	**[Enter Days]**	Enter the proposed or negotiated days to Substantial completion in accordance with the applicable General Condition or Supplementary Conditions provisions.
48	Final Completion Days	**[Enter Days]**	Enter the proposed or negotiated days to Final Completion in accordance with the applicable General Condition or Supplementary Conditions provisions.
49	Construction Period Days	(47 + 48)	Worksheet calculates the Construction Period by adding the number of day to reach Substantial Completion to the number of additional days to reach Final Completion.

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Table 2—Compensation for CMAR Services

Column	Column Title	Calculation	Comment
a	Task	**[Enter Data]**	Enter the Task Number (from the corresponding paragraph number) for each item in the final Agreement Exhibit A Scope of CMAR Services. Standard tasks are shown.
b	Description	**[Enter Data]**	Enter the paragraph title for each item in the final Agreement Exhibit A Scope of CMAR Services. Standard tasks are shown.
c - g	Name of Provider	**[Enter Data]**	Enter the name of each CMAR service Provider. Enter the estimated number of hours for each task for each Provider in the rows below.
	Classification	**[Enter Data]**	Enter the type of service provided by each Provider. Examples: Project Manager, CMAR Services Manager, Estimator, Scheduler etc.
	Billing Rate	**[Enter Amount]**	Enter the hourly billing rate for each Provider. Rate is to include all fringe costs and expenses.
h	Amount	Hrs C c x Rate C c + Hrs C d x Rate C d + Hrs C e x Rate C e + Hrs C f x Rate C f + Hrs C g x Rate C g	Worksheet calculates Amount by multiplying the number of hours for each Task times the Billing Rate in the Column Titles for each Provider and totaling these to determine the total amount for each Task item.

Row	Row Title	Calculation	Comment
1	Total Cost for CMAR Preconstruction Basic Services	∑ C h for Task 1.00	Worksheet calculates total for Preconstruction Basic Services.
2	Total Cost for CMAR Preconstruction Additional Services	∑ C h for Task 2.00	Worksheet calculates total for Preconstruction Additional Services.
3	Total Cost for CMAR Preconstruction Services	(1 + 2)	Worksheet calculates total for Preconstruction Services.
4	Total Cost for CMAR Procurement Basic Services	∑ C h for Task 3.00	Worksheet calculates total for Procurement Basic Services.
5	Total Cost for CMAR Procurement Additional Services	∑ C h for Task 4.00	Worksheet calculates total for Procurement Additional Services.
6	Total Cost for CMAR Procurement Services	(4 + 5)	Worksheet calculates total for Procurement Services.
7	Total Owner's Contingency Allowance for CMAR Special Services (Stipulated Sum)	**[Enter Amount]**	Enter an amount for an Owner's Contingency Allowance dedicated to CMAR Special Services. Owner may choose to use Owner's Contingency Allowance to cover these additional services or may prefer that these be separate and reserved for CMAR services. This is recommended if Owner Contingency allowance will be established later as part of negotiations for the GMP

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Row	Row Title	Calculation	Comment
8	Owner's Contingency Allowance for CMAR Special Services Percentage	**[Enter %]**	Enter the amount for the Owner's Contingency Allowance. Owner can base the amount of its contingency allowance for CMAR Special Services as a percentage of totals for Preconstruction Services and Procurement Services. Enter that percentage here.
9	Owner's Contingency Allowance for CMAR based on Special Services (% of CMAR Services)	(3 + 6) x 8	Worksheet calculates the Owner's contingency allowance based on the percentage for CMAR Special services entered in p and the totals for Preconstruction and Procurement Services. This provides a larger contingency that will adjust if Additional services are added. Change the calculations if the contingency allowance is to be based on the total for Basic services only ((1 + 4) x 8).
10	Total Owner's Contingency Allowance for CMAR Special Services	= 7 or 9	Worksheet calculates the Owner's contingency allowance. If no percentage is entered in 8 the amount in 7 will be returned in 10. If a percentage is entered in 8, then 9 will be returned.
11	Total Cost for CMAR Services	(3 + 6 +10)	Worksheet calculates the total for CMAR Services. This number is transferred to Table 1 R 1 to be included in the calculation of the Contract Price. It is not part of the Guaranteed Maximum Price for Work

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EJCDC AGREEMENT, EXHIBIT C

Owner's Insurance and Bond Requirements of Construction Manager at Risk

1. Insurance and Bond Coverage To Be Provided By Construction Manager at Risk. This Exhibit (the "Insurance and Bond Requirements") is attached as an Exhibit as part of the Contract Documents. In the event of conflict between any of the following Insurance and Bond Requirements and any provision in the Contract Documents, these requirements control, amend and supplement the conflicting provision. Subject to review and revision in writing by Owner from time to time, in Owner's good faith judgment, the following insurance shall be maintained by Construction Manager at Risk ("CMAR") at CMAR's expense (unless provisions below state "at Owner's expense") with coverage and limits of not less than those set forth below at all times during the term of the Agreement and thereafter as required.

No.	Specifications	Coverages, Limits and Other Requirements
A.	**LIABILITY**	
1.	**Commercial General Liability.** CMAR shall maintain commercial general liability ("CGL") insurance and, if necessary, commercial excess insurance, issued on an Occurrence Basis meeting at least the following specifications:	
1.1	**Minimum Limits**	The limits of coverage shall not be less than the following amounts. The policy limits required herein may be provided by a combination of primary and excess policies, but in no event shall the total limits of liability available for any one occurrence or accident be less than the amount required herein. $3,000,000 Per Occurrence $5,000,000 Products and Completed Operations Aggregate $3,000,000 Personal and Advertising Injury
1.2	**General Aggregate**	A Designated Construction Project(s) General Aggregate Limit shall be provided on the most recent ISO form.
1.3	**Post-Completion Coverage**	CMAR agrees to maintain Products-Completed Operations coverage with respect to the Work performed under the Agreement in identical coverage, form and amount, including required endorsements, for the full term of the Statute of Repose following Date of Substantial Completion of the Work by CMAR. CMAR shall provide written representation to Owner stating Work completion date.
1.4	**Form**	This insurance is to be issued on the most recent ISO form and shall cover liability arising from premises, ongoing and completed operations.

1.5	**Insured Contracts**	Coverage shall include but not be limited to liability assumed by CMAR under the Agreement, including the tort liability of another assumed in a business contract, and shall include unmodified Separation of Insureds coverage.
1.6	**Additional Insureds**	Insureds and additional insureds shall include: Owner, Owner's parent corporation, and its subsidiaries and respective members, officers and directors, Contractor, and all Loss Payees and Mortgagees as Named Insureds. Additional Insured status shall be provided in favor of Owner on the most recent ISO form to the extent permitted by law.
1.7	**Electronic Data**	This insurance is to include an Electronic Data Liability endorsement on the most recent ISO form with coverage to the full limits of the policy(ies).
1.8	**Personal Injury Contractual Liability**	The personal injury contractual liability exclusion shall be deleted.
1.9	**Primary and Noncontributory**	This insurance shall be endorsed to provide primary and noncontributing liability coverage on the most recent ISO form. It is the specific intent of the parties to the Agreement that all insurance required herein shall be primary to and shall seek no contribution from any other insurance (primary, umbrella, contingent or excess) maintained by Owner, with Owner's insurance being excess, secondary and noncontributing.
1.10	**Waiver of Right of Recovery and Subrogation**	CMAR agrees to waive its rights of recovery and shall cause this insurance to be endorsed to waive all rights of subrogation in favor of Owner on the most recent ISO form.
1.11	**Notice of Cancellation**	This insurance shall be endorsed to provide a 30 day notice of cancellation to Owner.

1.12	**Prohibitions**	Prohibited exclusions/limitations or their equivalents include but are not limited to: a. Amendment of Insured Contract Definition on the most recent ISO form; b. Any endorsement modifying the Employer's Liability exclusion; c. Classification or Business Description; d. Construction Defect Completed Operations; e. Contractual Liability Limitation on the most recent ISO form; f. Damage to Work Performed by Subcontractors on Your Behalf on the most recent ISO form; g. Explosion, Collapse and Underground Property Damage Hazard, on the most recent ISO form; h. Habitational or Residential; i. "Insured vs. Insured" except Named Insured vs. Named Insured; j. Known, Continuous or Progressive Injury or Damage; k. Limitation of Coverage to Designated Premises, Project or Operation on the most recent ISO form; l. Noncumulation; m. Overspray; n. Prior Injury or Prior Damage or Prior Work; o. Punitive, Exemplary or Multiplied Damages (Where Permitted by Law is acceptable); p. Roofing Warranties, Exclusions or Limitations, including Open Roof or Torch Work; q. Subsidence exclusion; r. Work Height exclusion; s. Any other exclusion or limitation reasonably unacceptable to Owner.

2.0	**Business Auto Liability.** CMAR is to maintain business auto insurance and, if necessary, commercial excess insurance, meeting at least the following specifications:	
2.1	**Minimum Limits**	The limits of liability shall be no less than $3,000,000 per accident. The policy limits required herein may be provided by a combination of primary and excess policies, but in no event shall the total limits of liability available for any one occurrence or accident be less than the amount required herein.
2.2	**Form**	This insurance is to be issued on the current edition of the most recent ISO form.
2.3	**Scope**	This insurance is to cover damages because of bodily injury or property damages caused by an accident and resulting from the ownership, maintenance or use (1) of any auto, including owned, hired and non-owned autos, and (2) of any mobile equipment subject to compulsory insurance or financial responsibility laws or other motor vehicle insurance laws.
2.4	**Additional Insureds**	Insureds and additional insureds shall include: Owner, Owner's parent corporation, and its subsidiaries and respective members, officers and directors, Contractor, and all Loss Payees and Mortgagees as Named Insureds. Additional Insured status shall be provided in favor of Owner on the most recent ISO form.
2.5	**Primary and Noncontributory**	This insurance shall be endorsed to provide primary and noncontributory liability coverage on the most recent ISO form.
2.6	**Waiver of Right of Recovery and Subrogation**	CMAR agrees to waive its rights of recovery and shall cause this insurance to be endorsed to waive all rights of subrogation in favor of Owner on the most recent ISO form.
2.7	**Notice of Cancellation**	This insurance shall be endorsed to provide a 30 day notice of cancellation to Owner.

3.0	**Workers' Compensation and Employer's Liability.** CMAR is to maintain workers' compensation and employer's liability insurance and, if necessary, commercial excess insurance, meeting at least the following specifications:	
3.1	**Workers' Compensation Limits**	The minimum limits of this insurance shall be no less than the statutory limits or $1,000,000, whichever is greater.
3.2	**Employer's Liability Limits**	The minimum limits of this insurance shall be no less than $1,000,000 each accident and disease. The policy limits required herein may be provided by a combination of primary and excess policies, but in no event shall the total limits of liability available for any one occurrence or accident be less than the amount required herein.
3.3	**Territory**	The state in which the Work is to be performed must be listed under Item 3.A. on the Information Page of the policy.
3.4	**Scope**	This insurance is to cover liability arising out the CMAR's employment of workers and anyone for whom the CMAR may be liable for workers' compensation claims. Worker's compensation insurance is required and no "alternative" form of insurance is permitted.
3.5	**Prohibitions**	Employees leased through a Professional Employment Organization ("PEO") are not permitted.
3.6	**Stop Gap**	Stop Gap coverage must be provided if Work is to be performed in a monopolistic state, listing the state(s) in which Work is to be performed.
3.7	**United States Longshoremen and Harbor Workers ("USL&H")**	USL&H coverage must be provided where such exposure exists listing the state(s) in which Work is to be performed.
3.8	**Waiver of Right of Recovery and Subrogation**	To the extent permitted by law, CMAR agrees to waive its rights of recovery and shall cause this insurance to be endorsed to waive all rights of subrogation in favor of Owner on form WC 42 03 04 B.
3.9	**Notice of Cancellation**	This insurance shall be endorsed to provide a 30 day notice of cancellation to Owner.

4.0	**Excess Liability.** If any of the required coverages are to be maintained by and through excess liability insurance, CMAR is to maintain excess liability insurance meeting at least the following specifications:	
4.1	**Minimum Limits**	The minimum limits provided by a combination of primary and excess policies shall be no less than: $5,000,000 Each Occurrence $5,000,000 Annual Aggregate
4.2	**Scope**	This insurance shall follow form of the underlying coverages. It shall be excess over and be no less broad than all coverages and conditions described above, including but not limited to the required additional insured status, designated construction project(s) and/or location(s) general aggregate, waiver of subrogation, notice of cancellation, and prohibited exclusions or limitations, and will be primary to and not seek contribution from any other insurance (primary, umbrella, contingent or excess) maintained by Owner.
4.3	**Concurrency**	Such coverage shall have the same inception date as the commercial general liability and employer's liability coverages.
4.4	**Drop Down Coverage**	Drop-down coverage shall be provided for reduction and/or exhaustion of underlying aggregate limits.
4.5	**Defense Costs**	This insurance is to include a duty to defend any insured.

5.0	**Professional Liability.** CMAR shall maintain Professional Liability insurance meeting at least the following specifications:	
5.1	**Minimum Limits**	Limits of liability for CMAR, Architect, Structural Engineer, Mechanical/Electrical/Plumbing and Civil Engineer Consultant's Professional Liability shall be no less than $3,000,000 each claim If a combined Pollution Liability and Professional Liability policy is utilized, CMAR's limits shall be no less than $3,000,000 Each Loss and Aggregate. Professional Liability of other Specialty Consultants, unless otherwise required or specified by Owner at the time the subcontract with a Specialty Consultant is entered into by the CMAR, shall be no less than: $3,000,000 each loss
5.2	**Scope**	Such insurance shall cover all professional services rendered by the CMAR and its vicarious liability arising out of engagement of subconsultants and subcontractors under the Agreement, including but not limited to design or design/ build services.
5.3	**Waiver of Right of Recovery and Subrogation**	CMAR agrees to waive its rights of recovery and shall cause this insurance to be endorsed to waive all rights of subrogation in favor of Owner.
5.4	**Notice of Cancellation**	This insurance shall be endorsed to provide a 30 day notice of cancellation to Owner.
5.5	**Retroactive Date**	Any retroactive date must be effective prior to beginning of services for the Owner.

5.6	**Prohibitions**	This insurance is not permitted to include any type of exclusion or limitation of coverage applicable to claims arising from: a. Bodily Injury or Property Damage Where Coverage Is Provided on Behalf of Design Professionals or Construction Managers; b. Habitational or Residential Operations; c. Mold and/or Microbial Matter and/or Fungus and/or Biological Substance; and d. Punitive, Exemplary or Multiplied Damages (Where Permitted By Law is acceptable). A professional liability endorsement to a general liability policy is not acceptable.
5.7	**Term**	Policies written on a Claims-Made basis shall be maintained for at least two years beyond termination of the Agreement. The purchase of an extended discovery period or an extended reporting period on a Claims-Made policy will not be sufficient to meet the terms of this provision.

6.0	**Pollution Liability.** CMAR shall maintain Pollution Liability insurance meeting at least the following specifications:	
6.1	**Minimum Limits**	Limits of coverage shall be no less than: $3,000,000 each claim If a combined Pollution Liability and Professional Liability policy is utilized, the limits shall be $3,000,000 Each Loss and Aggregate.
6.2	**Scope**	The policy must provide coverage for: a. the full scope of the named insured's Work (on-going and completed) as described within the scope of Work for the Agreement; b. loss arising from pollutants including but not limited to fungus, bacteria, biological substances, mold, microbial matter, asbestos, lead, silica and contaminated drywall; c. third party liability for bodily injury, property damage, clean up expenses, and defense arising from the operations; d. diminution of value and Natural Resources damages; e. contractual liability, and f. claims arising from owned and non-owned disposal sites utilized in the performance of the Agreement. Coverage extensions to the General Liability insurance policy without a separate insurance agreement for Contractors Pollution Liability insurance will not fulfill this requirement
6.3	**Additional Insured**	Insureds and additional insureds shall include: Owner, Owner's Advisor, and respective members, officers and directors, Contractor, and all Loss Payees and Mortgagees as Named Insureds.
6.4	**Insured Contracts**	Coverage shall include but not be limited to liability assumed by Contractor under the Agreement, including the tort liability of another assumed in a business contract.
6.5	**Primary and Noncontributory Coverage**	This insurance shall be endorsed to provide primary and noncontributing liability coverage. It is the specific intent of the parties to the Agreement that all insurance required herein shall be primary to and shall seek no contribution from all insurance held by Owner, with Owner's insurance being excess, secondary and noncontributing.

6.6	**Waiver of Right of Recovery and Subrogation**	CMAR agrees to waive its rights of recovery and shall cause this insurance to be endorsed to waive all rights of subrogation in favor of Owner.
6.7	**Notice of Cancellation**	This insurance shall be endorsed to provide a 30 day notice of cancellation to Owner.
6.8	**Retroactive Date**	If coverage is provided on a Claims Made basis, coverage will at least be retroactive to the earlier of the date of the Agreement or the commencement of CMAR services relation to the Work.
6.9	**Prohibitions**	This insurance is not permitted to include any type of exclusion or limitation of coverage applicable to claims arising from: a. Insured vs. Insured actions. However, exclusion for claims made between insured within the same economic family are acceptable; b. Impaired Property That Has Not Been Physically Injured; c. Materials Supplied or Handled by The Named Insured. However, exclusions for the sale and manufacture of products are allowed. Exclusionary language pertaining to materials supplied by the insured shall be reviewed by the certificate holder for approval; d. Property Damage to The Work Performed by the CMAR; e. Faulty Workmanship as it relates to clean up costs; f. Punitive, Exemplary or Multiplied Damages (Where Permitted by law is acceptable); g. Work Performed by Subcontractors, and h. Contractual Liability incurred as a result of an injury to an employee of the insured.
6.10	**Term**	Completed operations coverage shall be maintained for a minimum of seven (7) years after the completion of work. The extended reporting period on a claims made based policy does not fulfill this requirement. Pollution Liability insurance policies insuring a specific job shall have completed operations coverage for at least the duration of the work plus seven (7) years.

B.	**PROPERTY**	
1.0	**BUILDER'S RISK.** CMAR is to maintain "all risk" builder's risk at all times prior to acceptance of the Work by Owner.	
1.1	**Insureds**	Insureds shall include: Owner, Owner's parent corporation, and its subsidiaries and respective members, officers and directors, Contractor, Subcontractors, Sub-Subcontractors, and all Loss Payees and Mortgagees as Named Insureds.
1.2	**Amount**	Limits of coverage are to be the initial contract sum as increased by amount of subsequent modification of the contract sum. Coverage shall be provided in amount equal at all times to the full replacement value and cost of debris removal for any single occurrence.
1.3	**Form**	Coverage shall be at least as broad as an unmodified ISO Special Causes of Loss form and shall include coverage for theft, collapse, flood and earthquake. All exclusions must be pre-approved by Owner. This insurance is to be written on a Completed Value, non-reporting form basis and shall be primary to any other insurance coverage available to the named insureds, with that other insurance being excess, secondary and noncontributing. No coinsurance is permitted.
1.4	**Covered Property**	Such insurance shall cover: a. All structure(s) under construction, including retaining walls, paved surfaces and roadways, bridges, glass, foundation(s), footings, underground pipes and wiring, excavations, grading, backfilling or filling. b. All temporary structures (e.g., fencing, scaffolding, cribbing, false work, forms, site lighting, temporary utilities and buildings) located at the site. c. All property including materials and supplies on site for installation. d. All property including materials and supplies at other locations but intended for use at the site. e. All property including materials and supplies in transit to the site for installation by all means of transportation other than ocean transit. f. Other property for which an insured is liable in connection with the project.

1.5	**Prohibition**	No protective safeguard warranty is permitted.	
1.6	**Coverage and Minimum Sub-limits**	Coverage	Minimum Sublimit
		a. Additional expenses due to delay in completion of project (where applicable)	TBD
		b. Damage resulting from error, omission or deficiency in construction methods, design, specifications, workmanship or materials, including collapse and ensuing loss	Included without sublimit
		c. Debris removal additional limit	Included without sublimit
		d. Earthquake and Earthquake Sprinkler Leakage	$1,000,000
		e. Flood	$1,000,000
		f. Freezing	Included without sublimit
		g. Mechanical breakdown including hot & cold testing (where applicable)	Included without sublimit
		h. Occupancy pre-completion	Included without sublimit
		i. Ordinance or law	Included without sublimit
		j. Pollutant clean-up and removal	$1,000,000
		k. Preservation of property	Included without sublimit
		l. Replacement cost	Included without sublimit
		m. Theft	Included without sublimit

1.7	**Deductible(s)**	Deductibles shall not exceed:	
		All Risks of Direct Damage, Per Occurrence, except	$10,000
		a. Delayed Opening Waiting Period	5 days
		b. Earthquake and Earthquake Sprinkler Leakage, Per Occurrence	$50,000
		c. Flood, Per Occurrence, excess of maximum available through National Flood Insurance Program.	$50,000
1.8	**Occupancy**	The termination of coverage provision shall be endorsed to permit occupancy of the coverage property being constructed.	
1.9	**Term and Termination**	This insurance shall be maintained in effect, unless otherwise provided for in the Contract Documents, until the earliest of the following dates: a. The date on which all persons and organizations who are insureds under the policy agree that it shall be terminated; b. The date of final payment, as provided for in the Contract Documents; or c. The date on which the insurable interests in the Covered Property of all insureds other than CMAR have ceased.	
1.10	**Waiver of Right of Recovery and Subrogation**	CMAR waives all rights against (1) the Owner, (2) the Project, (3) any lender whose loan is secured by a lien against the Work, (4) Subcontractors of any tier, and (5) any other person or entity performing Work by, through or under CMAR, each of the other.	
1.11	**Notice of Cancellation**	This insurance shall be endorsed to provide a 30-day notice of cancellation to Owner.	

C.	BONDS
1.0	CMAR shall arrange and furnish, at CMAR's sole cost and expense, separate performance and payment bonds, with the Penal Sum to be in the full amount of Contract Sum of the Agreement, guaranteeing the faithful performance of all of the provision of this Agreement as well as payment to all persons for labor and material used in the performance of this Agreement. The bonds shall be executed by a surety company acceptable to Owner, on the form attached as **Exhibit "C-1"** , and shall become a part of this Agreement. Owner may withhold payments on account until such time as said bonds have been furnished and accepted. No change, alteration or modification in the terms and conditions of the Agreement, or in the terms or manner of payment shall in any way exonerate or release, in whole or in part, any surety on any bond furnished on behalf of CMAR. The cost of the bonds is included in the Contract Sum of the Agreement. Any additions to this Agreement occasioned by Change Orders will include at Owner's expense any additional bond premiums.

2. **General Insurance Requirements.**

.1 **Definitions. For purposes of the Agreement:**

a. "Agreement" means the Agreement to which this Exhibit is attached.

b. "ISO" means Insurance Services Office.

c. "Construction Manager at Risk" ("CMAR") shall include, subconsultants and subcontractors of any tier and any other person or entity performing Work by, through or under Construction Manager at Risk.

d. "Owner" means (a) the entity defined in the Agreement as Owner ("Owner"), (b) the Project, (c) any lender whose loan is secured by a lien against the Work, (d) their parent corporations, subsidiaries, respective shareholders, members, partners, joint venturers, affiliates, subsidiaries, successors and assigns, (e) any directors, officers, employees, or agents of such persons or entities, and (f) others as required by the Construction Documents.

.2 **Limits.** "Limits" set out in these specifications are the minimum dollar amount of insured coverage for the risk, cause of loss or peril specified. If CMAR maintains greater limits, then these specifications shall not limit the amount of recovery available to Owner and the limits specified above as the minimum limits are increased to the greater limits.

.3 **Policies.** All policies held by CMAR and required herein must be written through insurance companies authorized to do business in the State in which the work is to be performed and rated no less than A-: VII in the most current edition of A. M. Best's Key Rating Guide at all times Work is to be performed.

.4 **Waiver.** A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, Contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

.5 **Deductibles and Retentions.** If CMAR elects to self-insure or to maintain insurance required herein subject to deductible and/or retentions exceeding $25,000, Owner and CMAR shall maintain all rights and obligations between themselves as if CMAR fully maintained the insurance required herein with a commercial insurer including but not limited to Additional Insured status, Primary and Non-Contributory Liability, Waivers of Rights of Recovery, Other Insurance Clauses and any other extensions of coverage required herein. CMAR shall pay from is assets the costs, damages, claims, losses and liabilities, including attorney's fees and necessary litigation expenses at least to the extent that an insurance company would have been obligated to pay those amounts if CMAR had maintained the insurance pursuant to this Exhibit without said deductible or self-insured retention. All deductibles and retentions shall be paid by, assumed by, for the account of, and at the sole risk of the CMAR. The CMAR shall not be reimbursed for same by Owner or other additional insureds.

.6 **Forms.** If the forms of policies, endorsements, certificates or evidence of insurance required by this Exhibit are superseded or discontinued, Owner will have the right to require other equivalent forms. Any policy or endorsement form other than a form specified in this Exhibit must be approved in advance by Owner.

.7 **Evidence of Insurance.** CMAR is to provide Owner with evidence of insurance prior to entry by CMAR on the property and thereafter is to provide Owner refreshed evidence of continued insurance after the expiration of the current policies prior to the expiration of the current policies. Insurance must be evidenced as follows:

a. ACORD Form 28 Evidence of Commercial Property Insurance for property coverages.

b. ACORD Form 25 Certificate of Liability Insurance for liability coverages which shall specify:

1) Owner as certificate holder at Owner's mailing address;
2) Insured's name, which must match that on the Agreement;
3) Insurance companies producing each coverage and the policy number and policy date of each coverage;
4) Producer of the certificate with correct address and phone number and have the signature of the authorized representative of the producer;
5) Additional Insured status in favor of Owner on forms required herein on General Liability, Auto Liability, Excess Liability and, when required herein, Pollution Liability;
6) Designated Construction Project(s) General Aggregate Limit on General Liability and Excess Liability;
7) Electronic Data Liability on General Liability and Excess Liability;
8) Personal Injury Contractual Liability on General Liability and Excess Liability;
9) Primary and non-contributory status on General Liability, Auto Liability and Excess Liability;
10) Pollution Liability when required herein;
11) Professional Liability when required herein;
12) Waivers of subrogation on all coverages;
13) Amount of any deductible or self-insured retention in excess of $25,000;
14) 30 Day Notice of Cancellation on all coverages, and
15) All exclusions and limitations added by endorsement to the General Liability coverage. This can be achieved by attachment of the Schedule of Forms and Endorsements page.

c. Copies of the following shall also be provided:

1) General Liability Additional Insured endorsement(s);
2) General Liability and Excess Liability Schedule of Forms and Endorsements pages; and
3) 30 Day Notice of Cancellation endorsement applicable to all required policies.

If requested in writing by Owner, CMAR will provide to Owner a certified copy of any or all insurance policies required herein including endorsements within ten (10) days of any such request.

Commencement of Work without provision of the required certificate of insurance, evidence of insurance and/or required endorsements, or without compliance with any other provision of the Agreement or this Exhibit, shall not constitute a waiver by any

Owner of any rights. The Owner shall have the right, but not the obligation, of prohibiting the CMAR or any subconsultant or subcontractor from performing any Work until such certificate of insurance, evidence of insurance and/or required endorsements are received and approved by the Owner.

.8 Insurance Requirements of CMAR's Subconsultants and Subcontractors

a. Insurance similar to that required of the CMAR shall be provided by all subconsultants and subcontractors (or provided by the CMAR on behalf of subconsultants and subcontractors) to cover operations performed under any subcontract agreement. The CMAR shall be held responsible for any modification in these insurance requirements as they apply to subconsultants and subcontractors. The CMAR shall maintain certificates of insurance from all subconsultants and subcontractors containing provisions similar to those listed herein (modified to recognize that the certificate is from subconsultants or subcontractor) enumerating, among other things, the waivers of subrogation, additional insured status, and primary liability as required herein, and make them available to the Owner upon request.

b. The CMAR is fully responsible for loss and damage to its property on the site, including tools and equipment, and shall take necessary precautions to prevent damage to or vandalism, theft, burglary, pilferage and unexplained disappearance of property. Any insurance covering the CMAR's or its subconsultant's or subcontractor's property shall be the CMAR's and its subconsultant's and subcontractor's sole and complete means or recovery for any such loss. To the extent any loss is not covered by said insurance or subject to any deductible or co-insurance, the CMAR and its subconsultants and subcontractors shall not be reimbursed for same. Should the CMAR or its subconsultants or subcontractors choose to self insure this risk, it is expressly agreed that the CMAR hereby waives, and shall cause its subconsultants and subcontractors to waive, any claim for damage or loss to said property in favor of the Owner.

3. **Miscellaneous**

.1 **Release and Waiver.** The CMAR hereby waives all rights of recovery and releases, and shall cause its subconsultants and subcontractors to release, the Owner from any and all claims or causes of action whatsoever which the CMAR and/or its subconsultants and subcontractors might otherwise now or hereafter possess resulting in or from or in any way connected with any loss covered by insurance, whether required herein or not, or which should have been covered by insurance required herein, including the deductible and/or uninsured portion thereof, maintained and/or required to be maintained by the CMAR and/or its subconsultants and subcontractors pursuant to the Agreement. **THE FOREGOING RELEASE AND WAIVER APPLY EVEN IF THE LOSS OR DAMAGE IS CAUSED IN WHOLE OR IN PART BY THE FAULT OR NEGLIGENCE OR STRICT LIABILITY OF THE OWNER.**

.2 **No Waiver.** Failure of any Owner to demand such certificate or other evidence of full compliance with these insurance requirements or failure of any Owner to identify a deficiency from evidence that is provided shall not be construed as a waiver of the CMAR's obligation to maintain such insurance.

.3 **Suspension.** Owner shall have the right, but not the obligation, of suspending CMAR's authority to perform Work, without an increase in the sum payable by Owner to CMAR due to such suspension, until such certificates or other evidence that the required insurance has been placed in compliance with these requirements is received and approved by Owner.

.4 **Post Completion Coverage.** With respect to the insurance to be maintained after final payment to CMAR, an additional certificate(s) evidencing such coverage shall be provided to Owner with final application for payment if prior certificate has expired, and thereafter upon renewal or replacement of such insurance until the expiration of the time period for which such insurance must be maintained.

.5 **Compliance With Laws.** If any insurance requirements are deemed to violate any law, statute or ordinance, the insurance requirements shall be reformed to provide the maximum amount of protection to Owner as allowed under the law.

.6 **Use of the Owners Equipment.** The CMAR, its agents, employees, subconsultants, subcontractors or suppliers shall use the Owners equipment only with express written permission of the Owners designated representative and in accordance with the Owners terms and condition for such use. If the CMAR or any of its agents, employees, subconsultants, subcontractors or suppliers utilize any of the Owners equipment for any purpose, including machinery, tools, scaffolding, hoists, lifts or similar items owned, leased or under the control of the Owner, the CMAR shall defend, indemnify and be liable to the Owner for any and all loss or damage which may arise from such use. **THE FOREGOING INDEMNITY APPLIES EVEN IF THE LOSS OR DAMAGE IS CAUSED IN WHOLE OR IN PART BY THE FAULT OR NEGLIGENCE OR STRICT LIABILITY OF THE OWNER.**

.7 **CMAR Insurance Representations to Owner.**

a. It is expressly understood and agreed that the insurance coverages required herein (a) represent Owner's minimum requirements and are not to be construed to void or limit the CMAR's indemnity obligations as contained in the Agreement nor represent in any manner a determination of the insurance coverages the CMAR should or should not maintain for its own protection; and (b) are being, or have been, obtained by the CMAR in support of the CMAR's liability and indemnity obligations under the Agreement. Irrespective of the requirements as to insurance to be carried as provided for herein, the insolvency, bankruptcy or failure of any insurance company carrying insurance of the CMAR, or the failure of any insurance company to pay claims accruing, shall not be held to affect, negate or waive any of the provisions of the Agreement.

b. Failure to obtain and maintain the required insurance shall constitute a material breach of, and default under, the Agreement. If the CMAR shall fail to remedy such breach within five (5) business days after notice by the Owner, the CMAR will be liable for any and all costs, liabilities, damages and penalties resulting to the Owner from such breach, unless a written waiver of the specific insurance requirement(s) is provided to the CMAR by the Owner. In the event of any failure by the CMAR to comply with the provisions of the Agreement, the Owner may, without in any way compromising or waiving any right or remedy at law or in equity, on notice to the CMAR, purchase such insurance, at the CMAR's expense, provided that the Owner shall have no obligation to do so and if the Owner shall do so, the CMAR shall not be relieved of or excused from the obligation to obtain and maintain such insurance amounts and coverages.

.8 **Survival.** This Exhibit is an independent contract provision and shall survive the completion of the Work or termination or expiration of the Construction Agreement.

EJCDC AGREEMENT, EXHIBIT C-1

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: _____

Legal Description: _____

Front Page

All other pages are subsequent to this page regardless of any numbers that may be printed thereon.

_____

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 _____ **AND ___/100 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 EJCDC Agreement 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 255.05(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 shall be deemed an original, this _____, day of _____, 2025.

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.

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION MANAGER AT RISK CONTRACT

Prepared By

EJCDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

ACEC
AMERICAN COUNCIL OF ENGINEERING COMPANIES

ASCE
AMERICAN SOCIETY OF CIVIL ENGINEERS

NSPE
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

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NOTE: EJCDC publications may be purchased at www.ejcdc.org, or from any of the sponsoring organizations above.

GUIDELINES FOR USE OF EJCDC® CMAR-700, STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION MANAGER AT RISK CONTRACT

1.0 PURPOSE AND INTENDED USE OF THE DOCUMENT

EJCDC® CMAR-700, Standard General Conditions of the Construction Manager at Risk Contract (2023), is the foundation document for the EJCDC Construction Manager at Risk Series. The General Conditions define the basic rights, responsibilities, risk allocations, and contractual relationship of the Owner and Construction Manager at Risk (CMAR) and establish how the Contract is to be administered.

The Contract between Owner and CMAR is fundamentally a construction contract; however, in addition to its construction obligations the CMAR also is responsible for providing specified Preconstruction Services, for example, providing information regarding constructability to the Engineer during the design phase and Procurement Services which include identifying qualified Subcontractors, and bringing them under contract. These CMAR Services are described and addressed in the Agreement between Owner and Construction Manager, CMAR-525. The General Conditions contain many construction-specific provisions (for example, the differing site conditions clauses) but also contain general clauses that are applicable to the CMAR Services as well as to construction (for example, the indemnification clause).

CMAR-700 is based on and organized in the same manner as EJCDC C-700, Standard General Conditions of the Construction Contract (2018). Users familiar with C-700 will find that the substance, wording, and risk allocations of that document are carried over into CMAR-700 whenever appropriate. The distinctions between the two documents most often involve procedural matters, such as the payment application process in Article 15 (for example, in C-700, applications for payment are submitted to the Engineer; in CMAR-700, such applications are submitted to the Owner's Advisor).

2.0 OTHER DOCUMENTS

EJCDC documents are intended to be used as a system and changes in one EJCDC document may require a corresponding change in other documents. Other EJCDC documents may also serve as a reference to provide insight or guidance for the preparation of this document.

These General Conditions have been prepared for use with EJCDC® CMAR-525, Agreement Between Owner and Construction Manager at Risk (2023). The provisions of the General Conditions and the Agreement are interrelated, and a change in one may necessitate a change in the other.

To prepare supplementary conditions that are coordinated with the General Conditions, use EJCDC® CMAR-800, Supplementary Conditions of the Construction Contract – Construction Manager at Risk Series (2023).

The full EJCDC Construction series of documents is discussed in the EJCDC® CMAR-001, Commentary on the 2023 EJCDC Construction Management Documents scheduled for publication in 2023.

3.0 ORGANIZATION OF INFORMATION

All parties involved in a construction project benefit significantly from a standardized approach in the location of subject matter throughout the documents. Experience confirms the danger of addressing the same subject matter in more than one location; doing so frequently leads to conflicting requirements,

confusion, and unanticipated legal consequences. Careful attention should be given to the guidance provided in EJCDC® N 122/AIA® A521™, Uniform Location of Subject Matter, when preparing construction documents. EJCDC® N 122/AIA® A521™, is available at no charge from the EJCDC website, www.ejcdc.org, and from the websites of EJCDC's sponsoring organizations.

In addition, the current editions of MasterFormat and SectionFormat, published by the Construction Specifications Institute, provide useful guidance on the location of information and requirements in construction documents.

4.0 EDITING THIS DOCUMENT

Remove these Guidelines for Use. Some users may also prefer to remove the two cover pages.

Although it is permissible to revise the Standard EJCDC Text of CMAR-700 (the content beginning at Page 1 and continuing to the end), it is common practice to leave the Standard EJCDC Text of CMAR-700 intact and unaltered, with modifications and supplementation of CMAR-700's provisions set forth in EJCDC® CMAR-800, Supplementary Conditions of the Construction Contract – Construction Manager at Risk Series (2023). If the Standard Text itself is revised, the user must comply with the terms of the License Agreement, Paragraph 4.0, Document-Specific Provisions, concerning the tracking or highlighting of revisions. The following is a summary of the relevant License Agreement provisions:

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This document is subject to the terms and conditions of the **License Agreement, 2023 EJCDC® Construction Manager at Risk Series Documents**. A copy of the License Agreement was furnished at the time of purchase of this document and is available for review at www.ejcdc.org and the websites of EJCDC's sponsoring organizations.

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION MANAGER AT RISK CONTRACT

TABLE OF CONTENTS

Page

Article 1— Definitions and Terminology 1
1.01 Defined Terms 1
1.02 Terminology 8
Article 2— Preliminary Matters 9
2.01 Delivery of Performance and Payment Bonds; Evidence of Insurance 9
2.02 Copies of Documents 9
2.03 Electronic Transmittals 9
2.04 Construction Management 10
Article 3— Contract Documents: Intent, Requirements, Reuse 10
3.01 Intent 10
3.02 Reference Standards 11
3.03 Reporting and Resolving Discrepancies 11
3.04 Interpretation of the Contract Documents 12
3.05 Reuse of Documents 12
Article 4— Commencement and Progress of the Work 13
4.01 Commencement of Contract Times; Notice to Proceed 13
4.02 Starting the Work 13
4.03 Reference Points 13
4.04 Progress Schedule 13
4.05 Delays in CMAR's Progress 13
Article 5— Site; Subsurface and Physical Conditions; Hazardous Environmental Conditions 15
5.01 Availability of Lands 15
5.02 Use of Site and Other Areas 15
5.03 Subsurface and Physical Conditions 16
5.04 Differing Subsurface or Physical Conditions 17
5.05 Underground Facilities 19
5.06 Hazardous Environmental Conditions at Site 21

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Article 6— Bonds and Insurance 23
6.01 Performance, Payment, and Other Bonds 23
6.02 Insurance—General Provisions 24
6.03 CMAR's Insurance 26
6.04 Builder's Risk and Other Property Insurance 27
6.05 Property Losses; Subrogation 28
6.06 Receipt and Application of Property Insurance Proceeds 28
Article 7— CMAR's Responsibilities 29
7.01 CMAR's Means and Methods of Construction 29
7.02 Supervision and Superintendence 29
7.03 CMAR Services—Key Personnel and Subconsultants 30
7.04 Quality of CMAR Services 30
7.05 Continuation or Termination of CMAR Services 30
7.06 Labor; Working Hours 30
7.07 Services, Materials, and Equipment 31
7.08 "Or Equals" 32
7.09 Substitutes 33
7.10 Concerning Subcontractors and Suppliers 35
7.11 Patent Fees and Royalties 37
7.12 Permits 37
7.13 Taxes 37
7.14 Laws and Regulations 37
7.15 Record Documents 38
7.16 Safety and Protection 38
7.17 Hazard Communication Programs 39
7.18 Emergencies 39
7.19 Submittals 39
7.20 CMAR's General Warranty and Guarantee 42
7.21 Indemnification 43
7.22 Delegation of Professional Design Services 44
Article 8— Other Work at the Site 45
8.01 Other Work 45
8.02 Coordination 46

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8.03 Legal Relationships 46
Article 9— Owner's Responsibilities 47
9.01 Communications to CMAR 47
9.02 Replacement of Owner's Advisor or Engineer ..... **Error! Bookmark not defined.**
9.03 Furnish Data 47
9.04 Pay CMAR 47
9.05 Lands and Easements; Reports, Tests, and Drawings 47
9.06 Insurance 48
9.07 Change Orders 48
9.08 Inspections, Tests, and Approvals 48
9.09 Owner's Tasks in Support of CMAR Services 48
9.10 Limitations on Owner's Responsibilities 48
9.11 Undisclosed Hazardous Environmental Condition 49
9.12 Evidence of Financial Arrangements 49
9.13 Safety Programs 49
Article 10— Status Of Owner's Advisor and Engineer During Construction 49
10.01 Owner's Advisor 49
10.02 Visits to Site 49
10.03 Determinations for Unit Price Work 50
10.04 Decisions on Requirements of Contract Documents and Acceptability of Work; Exercise of Authority 50
10.05 Limitations on Owner's Advisor's and Engineer's Authority and Responsibilities 50
10.06 Compliance with Safety Program 51
Article 11— Changes to the Contract 51
11.01 Amending and Supplementing the Contract 51
11.02 Change Orders 51
11.03 Work Change Directives 52
11.04 Field Orders 52
11.05 Owner-Authorized Changes in the Work 53
11.06 Unauthorized Changes in the Work 53
11.07 Change of Contract Price 53
11.08 Change of Contract Times 54
11.09 Change Proposals 54

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11.10 Notification to Surety 55
Article 12— Claims 55
12.01 Claims 55
Article 13— Allowances; Unit Price Work 57
13.01 Allowances 57
13.02 Unit Price Work 57
Article 14— Tests and Inspections; Correction, Removal, or Acceptance of Defective Work 58
14.01 Access to Work 58
14.02 Tests, Inspections, and Approvals 58
14.03 Defective Work 59
14.04 Acceptance of Defective Work 60
14.05 Uncovering Work 60
14.06 Owner May Stop the Work 61
14.07 Owner May Correct Defective Work 61
Article 15— Payments to CMAR; Set-Offs; Completion; Correction Period 61
15.01 Payment for CMAR Services 61
15.02 Progress Payments 62
15.03 CMAR's Warranty of Title 65
15.04 Substantial Completion 65
15.05 Partial Use or Occupancy 66
15.06 Final Inspection 68
15.07 Final Payment 68
15.08 Waiver of Claims 69
15.09 Correction Period 70
Article 16— Suspension and Termination 71
16.01 Owner May Suspend CMAR Services or Work 71
16.02 Owner May Terminate for Cause 71
16.03 Owner May Terminate for Convenience 72
16.04 CMAR May Stop Work or Terminate 73
Article 17— Final Resolution of Disputes 73
17.01 Methods and Procedures 73
Article 18— Miscellaneous 74
18.01 Giving Notice 74

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18.02 Computation of Times 74
18.03 Cumulative Remedies 74
18.04 Limitation of Damages 74
18.05 No Waiver 74
18.06 Survival of Obligations 75
18.07 Controlling Law 75
18.08 Assignment of Contract 75
18.09 Successors and Assigns 75
18.10 Headings 75

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STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION MANAGER AT RISK CONTRACT

ARTICLE 1—DEFINITIONS AND TERMINOLOGY

1.01 Defined Terms

A. Wherever used in the Proposal Documents or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and Paragraphs, and the titles of other documents or forms.

1. Addenda—Written or graphic instruments issued prior to the receipt of Proposals by the Owner which clarify, correct, or change the Proposal Documents or the proposed Contract Documents.

2. Agreement—The written instrument, including its attached exhibits, executed by Owner and Construction Manager at Risk, that sets forth the Contract Price and Contract Times, identifies the Owner, Construction Manager at Risk, Owner's Advisor, and Engineer, and designates the specific items that are Contract Documents.

3. Application for Payment—The document prepared by Construction Manager at Risk, in a form acceptable to Owner's Advisor, to request progress or final payments, and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

4. Change Order—A document which is signed by Construction Manager at Risk and Owner after the Effective Date of a governing Work Authorization and authorizes an addition, deletion, or revision in the authorized Work, an adjustment in the applicable incremental Guaranteed Maximum Price or Contract Times, or other revision to such Work Authorization.

5. Change Proposal—A written request by Construction Manager at Risk, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Guaranteed Maximum Price or Contract Times; contesting a decision by Owner's Advisor, in consultation with Engineer, concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.

6. Claim

a. A demand or assertion by Owner directly to Construction Manager at Risk, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment of Contract Price or Contract Times; contesting a decision rendered by Owner's Advisor, in consultation with Engineer, concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents, or regarding a Change Proposal; or seeking other relief with respect to the terms of the Contract.

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b. A demand or assertion by Construction Manager at Risk directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Owner's Advisor's decision, made in consultation with Engineer, regarding a Change Proposal.

c. A demand or assertion by Owner or Construction Manager at Risk, duly submitted in compliance with the procedural requirements set forth herein, made pursuant to Paragraph 12.01.A.3, concerning disputes arising after Owner's Advisor has issued a recommendation of final payment.

d. A demand for money or services by a third party is not a Claim.

7. CMAR Contingency Allowance—An allowance used to reimburse CMAR for costs due to unforeseen causes, unintentional errors, or events which cannot specifically be anticipated at the time Work Authorizations are issued, as set forth in the Agreement, Article 8.

8. CMAR Fee—The component of the Guaranteed Maximum Price that supplements the CMAR's compensation for the Cost of the Work, consisting of either a fixed fee (a stipulated price or lump sum amount) or a percentage of the Cost of the Work, as set forth in the Agreement.

9. CMAR Services—Those specific planning, organizational, and advisory services to be performed or furnished by CMAR, consisting collectively of Preconstruction Services, Procurement Services, and any other services authorized by Owner's Advisor and expressly identified in such authorization as CMAR Services. CMAR Services are not part of the Work.

10. Constituent of Concern—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), lead-based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to Laws and Regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

11. Construction Manager at Risk (CMAR)—The entity that has entered into the Contract with Owner. Under the Contract the CMAR will provide CMAR Services and construct the Work set out in the Drawings and Specifications, as duly authorized, using the Construction Manager at Risk project delivery method.

12. Construction Period—The period from the commencement of Work on the first Work Authorization until Substantial Completion of the Work. This is the number of days for which Construction Support Costs will be compensated.

13. Construction Support Costs—See Agreement, Article 5.

14. Contract—The entire and integrated written agreement between Owner and Construction Manager at Risk concerning the CMAR Services and the Work.

15. Contract Amendment—A document signed by Owner and Construction Manager at Risk which modifies the terms and conditions of the Contract, including but not limited to modifications of the time or compensation provisions of the Agreement and the scope of CMAR Services. A Contract Amendment is not used to make changes in the Work or

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to a Work Authorization, such changes properly being made in a Change Order or supplemental Work Authorization.

16. Contract Documents—Those items so designated in the Agreement, and which together comprise the Contract.

17. Contract Price—The money that Owner has agreed to pay Construction Manager at Risk for performance and completion of the CMAR Services and the Work, in accordance with the Contract Documents. The Contract Price may be subdivided into component parts based on authorized CMAR Services and Work Authorizations. The Contract Price includes the CMAR's compensation for CMAR Services, Construction Support Costs, Cost of the Work, the CMAR Fee, CMAR Contingency Allowances, and the Owner's Contingency Allowance.

18. Contract Times—The number of days or the dates by which Construction Manager at Risk shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work and all required services. The Contract Times may be subdivided into component parts based on Work Authorizations and authorized CMAR Services.

19. Contractor—The term "Contractor," if used in the Contract, means Construction Manager at Risk.

20. Cost of the Work—The sum of eligible costs incurred by CMAR for the performance of the Work, as allowed by the Cost of the Work provisions set forth in the Agreement. Cost of the Work as a defined term does not include Construction Support Costs.

21. Drawings—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Construction Manager at Risk.

22. Effective Date of the Contract—The date indicated in the Agreement, on which the Contract becomes effective.

23. Electronic Document—Any Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.

24. Electronic Means—Electronic mail (email), upload/download from a secure Project website, or other communications methods that allow: (a) the transmission or communication of Electronic Documents; (b) the documentation of transmissions, including sending and receipt; (c) printing of the transmitted Electronic Document by the recipient; (d) the storage and archiving of the Electronic Document by sender and recipient; and (e) the use by recipient of the Electronic Document for purposes permitted by this Contract. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.

25. Engineer—The individual or entity that has primary responsibility for preparing or furnishing the Drawings and Specifications and is named as Engineer in the Agreement.

26. Estimated Cost of the Work—An estimate of the Cost of the Work prepared by the Owner for use (a) during the CMAR selection process in evaluating Proposals submitted in response to the Request for Proposals and (b) during the early stages of the Contract in calculating an Estimated Guaranteed Maximum Price until the design has progressed to

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the point where Owner and CMAR can mutually agree upon a Guaranteed Maximum Price.

27. Estimated Guaranteed Maximum Price—A preliminary Guaranteed Maximum Price calculated on the basis of the Estimated Cost of the Work. This is a non-binding price used on an interim basis for comparison or estimation of Owner's Construction Budget until the design has progressed to the point that a Guaranteed Maximum Price for the Work is established, or a Guaranteed Maximum Price for a portion of the Work is established by issuance of a Work Authorization by the Owner's Advisor.

28. Field Order—A written order issued by Owner's Advisor which requires minor changes in the Work but does not change the Guaranteed Maximum Price or the Contract Times.

29. Final Completion—The point at which the Work is complete in accordance with the Contract Documents, items and documents required by the Contract Documents have been accepted by the Owner, all required services have been completed, and the Contract is ready for final payment.

30. Guaranteed Maximum Price (GMP)—The maximum amount to be paid by Owner to CMAR for the sum of the Construction Support Costs, plus Cost of the Work, plus the CMAR Fee, all as set forth in the Agreement.

31. Hazardous Environmental Condition—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto.

    a. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated into the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, is not a Hazardous Environmental Condition.

    b. The presence of Constituents of Concern that are to be removed or remediated as part of the Work is not a Hazardous Environmental Condition.

    c. The presence of Constituents of Concern as part of the routine, anticipated, and obvious working conditions at the Site, is not a Hazardous Environmental Condition.

32. Laws and Regulations; Laws or Regulations—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and binding decrees, resolutions, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

33. Liens—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.

34. Milestone—A principal event in the performance of the Work that the Contract requires Construction Manager at Risk to achieve by an intermediate completion date, or by a time prior to Substantial Completion of all the Work.

35. Notice of Award—The written notice by Owner stating that Owner will enter into the Construction Manager at Risk contract with the selected Construction Manager at Risk.

36. Owner—The entity with which Construction Manager at Risk has contracted regarding the CMAR Services and the Work, and which has agreed to pay Construction Manager at

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Risk for the performance of the CMAR Services and the Work, pursuant to the terms of the Contract.

37. Owner's Advisor (OA)—The individual or entity named as Owner's Advisor in the Agreement. The Owner's Advisor provides services to the Owner, as an advisor and representative.

38. Owner's Construction Budget (Budget)—The amount budgeted by the Owner to pay CMAR to perform and complete the Work in accordance with the Contract Documents. This amount includes compensation for Cost of the Work, the CMAR Fee, and Construction Support Costs, but does not include compensation for CMAR Services.

39. Owner's Project Team (OPT)—As used in this Contract, refers to Owner, Owner's Advisor and Engineer, collectively.

40. Preconstruction Services—Those planning, management, and support services to be performed or furnished by CMAR as set forth in the Scope of CMAR Preconstruction Services Exhibit to the Agreement. Preconstruction Services are separate and distinct from Procurement Services, and from the performance of the Work itself, and are a component of CMAR Services.

41. Preconstruction Services Price—The total amount to be paid to CMAR for the Preconstruction Services described in the Scope of CMAR Preconstruction Services Exhibit to the Agreement.

42. Procurement Services—Those services relating to assembling Work Packages and procurement of construction Subcontractors, Suppliers, and materials and equipment, to be performed or furnished by CMAR as set forth in the procurement-related provisions of the Scope of CMAR Services Exhibit to the Agreement. Procurement Services are separate and distinct from Preconstruction Services, and from the performance of the Work itself, and are a component of CMAR Services.

43. Procurement Services Price—The total amount to be paid to CMAR for providing the Procurement Services described in the Scope of CMAR Procurement Services Exhibit to the Agreement.

44. Progress Schedule—A schedule, prepared and maintained by Construction Manager at Risk, describing the sequence and duration of the activities comprising Construction Manager at Risk's plan to accomplish the Work within the Contract Times.

45. Project—The total undertaking to be accomplished for Owner by construction managers, engineers, contractors, advisors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the CMAR Services and the Work to be performed under the Contract are a part.

46. Punch List - the detailed list of incomplete, unsatisfactory or unacceptable, or defective items that the CMAR is required to complete prior to final payment that is generated in accordance with Paragraph 15.06 of the General Conditions.

47. Samples—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.

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48. Schedule of Submittals—A schedule, prepared and maintained by Construction Manager at Risk, of required Submittals and the time requirements for review of the Submittals.

49. Shop Drawings—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Construction Manager at Risk and submitted by Construction Manager at Risk to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.

50. Site—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands or areas furnished by Owner which are designated for the use of Construction Manager at Risk.

51. Specifications—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.

52. Subcontractor—An individual or entity having a direct contract with Construction Manager at Risk or with any other Subcontractor for the performance of a part of the Work.

53. Submittal—A written or graphic document, prepared by or for Construction Manager at Risk, which the Contract Documents require Construction Manager at Risk to submit to Owner's Advisor, or that is indicated as a Submittal in the Schedule of Submittals accepted by Owner's Advisor. Submittals may include Shop Drawings and Samples; schedules; product data; Owner-delegated designs; sustainable design information; information on special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections, and field or Site quality-control testing and inspections; warranties and certifications; Suppliers' instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; Project photographic documentation; record documents; and other such documents required by the Contract Documents. Submittals, whether approved or accepted by Owner's Advisor or Engineer, are not Contract Documents. Change Proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.

54. Substantial Completion—The time and date at which the Work, or a specified part thereof, has progressed to the point where, the Work, or the specified part thereof, is sufficiently complete, in accordance with the Contract Documents, so that the Work, or the specified part thereof, can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion of such Work.

55. Supplementary Conditions—The part of the Contract that amends or supplements these General Conditions.

56. Supplier—A manufacturer, fabricator, supplier, distributor, or vendor having a direct contract with Construction Manager at Risk or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Construction Manager at Risk or a Subcontractor.

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57. Technical Data

    a. Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (1) existing subsurface conditions at or adjacent to the Site, or existing physical conditions at or adjacent to the Site including existing surface or subsurface structures, except Underground Facilities, or (2) Hazardous Environmental Conditions at the Site.

    b. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then Technical Data is defined, with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06, as the data contained in boring logs, recorded measurements of subsurface water levels, assessments of the condition of subsurface facilities, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical, environmental, or other Site or facilities conditions report prepared for the Project and made available to Construction Manager at Risk.

    c. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data, and instead Underground Facilities are shown or indicated in the Drawings.

58. Underground Facilities—All active or not-in-service underground lines, pipelines, conduits, ducts, encasements, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or systems at the Site, including but not limited to those facilities or systems that produce, transmit, distribute, or convey telephone or other communications, cable television, fiber optic transmissions, power, electricity, light, heat, gases, oil, crude oil products, liquid petroleum products, water, steam, waste, wastewater, storm water, other liquids or chemicals, or traffic or other control systems. An abandoned facility or system is not an Underground Facility.

59. Unit Price Work—Work to be paid for based on unit prices.

60. Work—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.

61. Work Authorization—A document issued by Owner's Advisor and signed by Owner and CMAR which identifies and defines new Work Packages and establishes the amount to be paid, times for completion, and any special or supplementary provisions applicable to the authorized Work.

62. Work Package–A specific portion of the Work developed by Engineer and Owner's Advisor in collaboration with the CMAR and subsequently authorized by a Work Authorization.

63. Emergency Work Change Directive—A written directive issued by Owner's Advisor to Construction Manager at Risk on or after the Effective Date of a governing Work Authorization, signed by Owner and recommended by Engineer, ordering an addition,

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deletion, or revision in the Work due to an emergency that prevents the parties from using the Change Order process.

1.02 Terminology

A. The words and terms discussed in Paragraphs 1.02.B, C, D, and E are not defined terms that require initial capital letters, but, when used in the Proposal Documents or Contract Documents, have the indicated meaning.

B. Intent of Certain Terms or Adjectives–The Contract Documents include the terms "as allowed," "as approved," "as ordered," "as directed" or terms of like effect or import to authorize an exercise of professional judgment by Owner's Advisor or Engineer. In addition, the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of Owner's Advisor or Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents, unless there is a specific statement indicating otherwise. The use of any such term or adjective is not intended to and will not be effective to assign to Owner's Advisor or Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.

C. Day–The word "day" means a period of 24 hours measured from midnight to the next midnight, including weekends and legal holidays unless otherwise specifically defined.

D. Defective–The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it:

1. does not conform to the Contract Documents;

2. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or

3. has been damaged prior to Owner's Advisor's recommendation of final payment unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.04 or Paragraph 15.05.

E. Furnish, Install, Perform, Provide

1. The word "furnish," when used in connection with services, materials, or equipment, means to supply and deliver said services, materials, or equipment to the Site, or some other specified location ready for use or installation and in usable or operable condition.

2. The word "install," when used in connection with services, materials, or equipment, means to put into use or place in final position said services, materials, or equipment complete and ready for their intended use.

3. The words "perform" or "provide," when used in connection with services, materials, or equipment, means to furnish and install said services, materials, or equipment complete and ready for their intended use.

4. If the Contract Documents establish an obligation of CMAR with respect to specific services, materials, or equipment, but do not expressly use any of the four words

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"furnish," "install," "perform," or "provide," then CMAR shall furnish and install said services, materials, or equipment complete and ready for their intended use.

F. Contract Price or Contract Times–References to a change in "Contract Price or Contract Times" or "Contract Times or Contract Price" or similar, indicate that such change applies to (1) Contract Price, (2) Contract Times, or (3) both Contract Price and Contract Times, as warranted, even if the term "or both" is not expressed.

G. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2—PRELIMINARY MATTERS

2.01 Delivery of Performance and Payment Bonds; Evidence of Insurance

A. Performance and Payment Bonds–When CMAR delivers the signed counterparts of a Work Authorization to Owner, CMAR shall also deliver to Owner the performance bond and payment bond, if the Contract requires CMAR to furnish such bonds, or confirm that existing performance and payment bonds have been supplemented to account for the additional authorized Work.

B. Evidence of CMAR's Insurance–When CMAR delivers the signed counterparts of the Agreement to Owner, CMAR shall also deliver to Owner, with copies to each additional insured, as identified in the Contract, the certificates, endorsements, and other evidence of insurance required to be provided by CMAR in accordance with Article 6, except to the extent the Exhibits "C" and "C-1" or Agreement expressly establish other dates for delivery of specific insurance policies.

C. *[INTENTIONALLY DELETED]*

2.02 Copies of Documents

A. Owner shall furnish to CMAR four printed copies of the Contract, including one fully signed counterpart of the Agreement, and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.

B. Owner shall maintain and safeguard at least one original printed record version of the Contract, including Drawings and Specifications signed and sealed by Engineer and other design professionals. Owner shall make such original printed record version of the Contract available to CMAR for review. Owner may delegate the responsibilities under this provision to Owner's Advisor.

2.03 Electronic Transmittals

A. Except as otherwise stated elsewhere in the Contract, the Owner, Owner's Advisor, Engineer, and CMAR may send, and shall accept, Electronic Documents transmitted by Electronic Means.

B. If the Contract does not establish protocols for Electronic Means, then Owner, Owner's Advisor, and CMAR shall jointly develop such protocols.

C. Subject to any governing protocols for Electronic Means, when transmitting Electronic Documents by Electronic Means, the transmitting party makes no representations as to long-

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term compatibility, usability, or readability of the Electronic Documents resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the Electronic Documents.

2.04 Construction Management

A. In addition to providing CMAR Services, during the course of the Contract, and especially during the performance of the Work, CMAR will:

1. Organize and manage the resources required for construction of the Work, commissioning, and correction of defective Work after Substantial Completion of the Work.
2. Administer, coordinate, monitor, and report on construction progress and associated activities.
3. Assist the Owner's Advisor in collecting, disseminating, and storing documents and information.
4. Manage the Work to meet Contract goals and objectives.
5. Recommend action to the Owner related to the management of the Work.
6. Develop schedule and cost control systems to monitor and report on the progress of the overall Contract.

ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 Intent

A. The Contract Documents are complementary; what is required by one Contract Document is as binding as if required by all; performance by the CMAR shall be required to the extent consistent with the Contract Documents necessary to produce the indicated results. Notwithstanding anything to the contrary, where terms, conditions, clarifications, qualifications of other provisions included with CMAR's GMP conflict with terms or provisions of this Agreement of any other exhibit hereto, each standing along, CMAR's GMP standing alone shall control.

B. It is the intent of the Contract Documents to describe a functionally complete Project, or part thereof, to be constructed in accordance with the Contract Documents.

C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic versions of the Contract Documents, including any printed copies derived from such electronic versions, and the printed record version, the printed record version will govern.

D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.

E. Owner's Advisor, in consultation with Engineer, will issue clarifications and interpretations of the Contract Documents as provided herein.

F. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and CMAR, which agree that the Contract Documents will be

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reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

G. Nothing in the Contract Documents creates:

1. any contractual relationship between Owner, Owner's Advisor, or Engineer and any Subcontractor, Supplier, or other individual or entity performing or furnishing any of the Work, for the benefit of such Subcontractor, Supplier, or other individual or entity; or

2. any obligation on the part of Owner, Owner's Advisor, or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity, except as may otherwise be required by Laws and Regulations.

3.02 Reference Standards

A. Standards, Specifications, Codes, Laws and Regulations

1. Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, means the standard specification, manual, reference standard, code, or Laws or Regulations in effect at the time of receipt of Proposals, except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard specification, manual, reference standard, or code, and no instruction of a Supplier, will be effective to change the duties or responsibilities of Owner, CMAR, Owner's Advisor, or Engineer from those set forth in the Contract Documents. No such provision or instruction will be effective to assign to Owner, Owner's Advisor, or Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.03 Reporting and Resolving Discrepancies

A. Reporting Discrepancies

1. CMAR's Verification of Figures and Field Measurements–Before undertaking each part of the Work, CMAR shall carefully study the applicable Drawings and Specifications, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. CMAR shall promptly report in writing to Owner's Advisor any conflict, error, ambiguity, or discrepancy that CMAR discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict, error, ambiguity, or discrepancy is resolved by a clarification or interpretation by Owner's Advisor, in consultation with Engineer, and, if appropriate, an amendment or supplement to the Contract is issued by Owner's Advisor pursuant to Paragraph 11.01.

2. CMAR's Review of Drawings and Specifications–If, while performing or providing CMAR Services, or during the performance of the Work, CMAR discovers any conflict, error, ambiguity, or discrepancy within the Drawings and Specifications, whether in draft or final form, or between such documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then CMAR shall promptly report it to Owner's Advisor in writing. CMAR shall not proceed with the Work affected thereby, except in an emergency as required by Paragraph 7.18, until the conflict, error,

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ambiguity, or discrepancy is resolved, by a clarification or interpretation by Owner's Advisor, in consultation with Engineer, and, if appropriate, an amendment or supplement to the Contract is issued by Owner's Advisor pursuant to Paragraph 11.01.

B. Resolving Discrepancies

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Drawings and Specifications take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Drawings and Specifications and:

a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier, whether or not specifically incorporated by reference as a Contract Document; or

b. the provisions of any Laws or Regulations applicable to the performance of the Work, unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation.

3.04 Interpretation of the Contract Documents

A. During the performance of the Work and until final payment, CMAR and Owner shall submit to the Owner's Advisor in writing all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation) or relating to the performance or acceptability of the Work under the Contract Documents, as soon as possible after such matters arise.

B. Owner's Advisor will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, and if appropriate initiate a change to the Contract Documents. In determining its response, Owner's Advisor will consider CMAR's prior involvement and obligations with respect to reviewing and commenting on draft design documents during CMAR's provision of CMAR Services. Owner's Advisor's written clarification, interpretation, or decision (1) will be based, when applicable, on consultation with Engineer, and (2) will be final and binding on CMAR, unless CMAR appeals by submitting a Change Proposal, and on Owner, unless Owner appeals by filing a Claim.

3.05 Reuse of Documents

A. CMAR and its Subcontractors and Suppliers shall not:

1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents, or copies of any thereof, prepared by or bearing the seal of Engineer or its consultants, including electronic media versions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer; or

2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without Owner's express written consent, or violate any copyrights pertaining to such Contract Documents.

B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein precludes CMAR from retaining copies of the Contract Documents for record purposes.

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ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK

4.01 Commencement of Contract Times; Notice to Proceed

A. The Contract Times will commence to run on the Effective Date of the Contract, or as specified in Work Authorizations.

4.02 Starting the Work

A. CMAR shall start to perform the Work promptly upon receipt of the first Work Authorization. No Work may be done at the Site prior to such authorization.

4.03 Reference Points

A. Owner shall provide engineering surveys to establish reference points for construction. CMAR shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. CMAR shall report to Owner's Advisor whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and CMAR shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.04 Progress Schedule

A. CMAR shall adhere to the Progress Schedule established as part of Preconstruction Services, as it may be adjusted from time to time as provided below.

1. CMAR shall submit to Owner's Advisor for its information proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.

2. Proposed adjustments in the Progress Schedule that will change the Contract Times must be submitted in accordance with the requirements of Article 11.

B. CMAR shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work will be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and CMAR may otherwise agree in writing.

4.05 Delays in CMAR's Progress

A. If Owner, Owner's Advisor, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then CMAR shall only be entitled to an equitable adjustment in Contract Times.

B. CMAR shall not be entitled to an adjustment in Guaranteed Maximum Price or Contract Times for delay, disruption, or interference caused by or within the control of CMAR. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier will be deemed to be within the control of CMAR.

C. If CMAR's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, CMAR, and those for which they are responsible, then CMAR shall be entitled to an equitable adjustment in Contract Times. Such an adjustment will be CMAR's sole and exclusive remedy for the delays, disruption, and interference described in this Paragraph. Unanticipated causes of delay, disruption, or

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interference that may give rise to an adjustment in Contract Times under this Paragraph include but are not limited to the following:

1. Severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;
2. Abnormal weather conditions not anticipated or customary in Volusia County;
3. Acts or failures to act of third-party utility owners or other third-party entities, other than those third-party utility owners or other third-party entities performing other work at or adjacent to the Site as arranged by or under contract with Owner, as contemplated in Article 8;
4. Acts of war or terrorism;
5. Strikes, lockouts, labor disputes, governmental actions, changes in laws or regulations; and
6. Imposition of tariffs or other trade restrictions.

D. CMAR's entitlement to an adjustment of Contract Times or Guaranteed Maximum Price is limited as follows:

1. CMAR's entitlement to an adjustment of the Contract Times is conditioned on the delay, disruption, or interference adversely affecting an activity on the critical path to completion of the Work, as of the time of the delay, disruption, or interference.
2. CMAR shall not be entitled to an adjustment in Guaranteed Maximum Price for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of CMAR. Such a concurrent delay by CMAR shall not preclude an adjustment of Contract Times to which CMAR is otherwise entitled.
3. Adjustments of Contract Times or Guaranteed Maximum Price are subject to the provisions of Article 11.

E. Each CMAR request or Change Proposal seeking an increase in Contract Times or Guaranteed Maximum Price must be supplemented by supporting data that sets forth in detail the following:

1. The circumstances that form the basis for the requested adjustment;
2. The date upon which each cause of delay, disruption, or interference began to affect the progress of the Work;
3. The date upon which each cause of delay, disruption, or interference ceased to affect the progress of the Work;
4. The number of days' increase in Contract Times claimed because of each such cause of delay, disruption, or interference; and
5. The impact on Guaranteed Maximum Price, in accordance with the provisions of Paragraph 11.07.

CMAR shall also furnish such additional supporting documentation as Owner or Owner's Advisor may require including, where appropriate, a revised progress schedule indicating all the activities affected by the delay, disruption, or interference, and an explanation of the effect of the delay, disruption, or interference on the critical path to completion of the Work.

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F. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5, together with the provisions of Paragraphs 4.05.D and 4.05.E.

G. Paragraph 8.03 addresses delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.

ARTICLE 5—SITE; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

5.01 Availability of Lands

A. Owner shall furnish the Site. Owner shall notify CMAR in writing of any encumbrances or restrictions not of general application but specifically related to use of the Site with which CMAR must comply in performing the Work.

B. *[INTENTIONALLY DELETED]*

C. CMAR shall provide for all additional lands and access thereto that may be required for temporary construction facilities, staging, or storage of materials and equipment. Contractor shall have the obligation to restore the additional lands to their original condition.

5.02 Use of Site and Other Areas

A. Limitation on Use of Site and Other Areas

1. CMAR shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that CMAR has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. CMAR shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for CMAR's operations; (c) damage to any other adjacent land or areas, or to improvements, structures, utilities, or similar facilities located at such adjacent lands or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the CMAR or those for which CMAR is responsible.

2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the CMAR or those for which CMAR is responsible, CMAR shall (a) take immediate corrective or remedial action as required by Paragraph 7.18, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or in a court of competent jurisdiction; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner, Owner's Advisor, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and

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subcontractors of each and any of them, from and against any such claim, and against all costs, losses, and damages, including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs, arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Owner's Advisor, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part by, or based upon, CMAR's performance of the Work, or because of other actions or conduct of the CMAR or those for which CMAR is responsible.

B. Removal of Debris During Performance of the Work–During the progress of the Work the CMAR shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. The CMAR shall prevent paint, mortar, and concrete splatter on concrete sidewalks and stairwell pads. Any such splatter shall be immediately removed so no evidence of splatter remains. All construction debris shall be removed in a timely manner. Surrounding graded and grassed areas shall be regularly magnetically scanned to collect miscellaneous nails and other sharp objects; the CMAR shall remove such objects from the construction site. Removal and disposal of such waste materials, rubbish, and other debris will conform to applicable Laws and Regulations.

C. Cleaning—Prior to Substantial Completion of the Work CMAR shall clean the Site and the Work and make it ready for utilization by Owner. Concrete and ceramic surfaces shall be cleaned and washed. Woodwork and resilient flooring shall be dusted and cleaned. Sash, fixtures and equipment shall be thoroughly cleaned. Stains, spots, dust, marks and smears shall be removed from all surfaces. Hardware and metal surfaces shall be cleaned and polished. Glass and plastic surfaces shall be thoroughly cleaned by professional window cleaners. All damaged, broken or scratched glass or plastic shall be replaced by the CMAR at the CMAR's expense. At the completion of the Work CMAR shall remove from the Site and adjacent areas all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

D. Loading of Structures—CMAR shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall CMAR subject any part of the Work or adjacent structures or land to stresses or pressures that could damage said structures or decrease their durability.

5.03 Subsurface and Physical Conditions

A. Reports and Drawings—The Supplementary Conditions identify:

1. Those reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data;

2. Those drawings of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site, except Underground Facilities, that contain Technical Data; and

3. Technical Data described in such reports and drawings.

B. Underground Facilities—Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05, and not in the drawings referred to in Paragraph 5.03.A.

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Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.

C. Reliance by CMAR on Technical Data—CMAR may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents and shall under no circumstances relieve CMAR from visiting the Site and becoming familiar with and satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.. If no such express identification has been made, then CMAR may rely upon the accuracy of the Technical Data as defined in Paragraph 1.01.A.55.b.

D. Limitations of Other Data and Documents—Except for such reliance on Technical Data, CMAR may not rely upon or make any claim against Owner, Owner's Advisor, or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. the completeness of such reports and drawings for CMAR's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by CMAR, and safety precautions and programs incident thereto;

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings;

3. the contents of other Site-related documents made available to CMAR, such as record drawings from other projects at or adjacent to the Site, or Owner's archival documents concerning the Site; or

4. any CMAR interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

E. Confirmation of Site Conditions—As a part of Preconstruction Services CMAR will inform Owner if CMAR concludes that additional examination, investigation, exploration, testing, or study (Supplemental Investigations) of subsurface or physical conditions at the Site prior to commencement of construction would be advantageous, practical, and cost-effective, specifically identifying the nature and scope of any such recommended Supplemental Investigations. If Owner authorizes CMAR to conduct such Supplemental Investigations, through CMAR's own personnel or through a qualified consultant, or if Owner conducts such Supplemental Investigations, through Owner's Advisor, the Engineer, or a consultant, then CMAR will be entitled to rely on the results of the Supplemental Investigations, together with the Technical Data cited above, in planning and pricing construction at the Site.

F. If Owner does not authorize any Supplemental Investigations of Site conditions, then CMAR will proceed with planning and pricing construction based on the Technical Data made available to it.

G. CMAR will be bound by any additional knowledge regarding Site conditions that CMAR gains while providing Preconstruction services.

5.04 Differing Subsurface or Physical Conditions

A. Notice by CMAR–If CMAR believes that any subsurface or physical condition that is uncovered or revealed at the Site:

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1. is of such a nature as to establish that any Technical Data or Supplemental Investigations results on which CMAR is entitled to rely as provided in Paragraph 5.03 is materially inaccurate;

2. is of such a nature as to require a change in the Drawings or Specifications;

3. differs materially from that shown or indicated in the Contract Documents; or

4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then CMAR shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith, except in an emergency as required by Paragraph 7.18, notify Owner's Advisor in writing about such condition. CMAR shall not further disturb such condition or perform any Work in connection therewith, except with respect to an emergency, until receipt of a written statement permitting CMAR to do so.

B. Owner's Advisor's Review–After receipt of written notice as required by the preceding paragraph, Owner's Advisor, in consultation with Engineer, will promptly review the subsurface or physical condition in question; determine whether it is necessary for Owner to obtain additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A; obtain any pertinent cost or schedule information from CMAR; prepare recommendations to Owner regarding the CMAR's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Owner's Advisor's findings, conclusions, and recommendations.

C. Owner's Statement to CMAR Regarding Site Condition–After receipt of Owner's response and instructions regarding Owner's Advisor's written findings, conclusions, and recommendations, Owner's Advisor will issue a written statement to CMAR regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and informing CMAR of Owner's Advisor's written findings, conclusions, and recommendations, as revised based on Owner's response and instructions.

D. Early Resumption of Work–If at any time Owner's Advisor, in consultation with Engineer, determines that Work in connection with the subsurface or physical condition in question may resume prior to completion of Owner's Advisor's review or Owner's Advisor's issuance of its statement to CMAR, because the condition in question has been adequately documented, and analyzed on a preliminary basis, then Owner's Advisor may instruct CMAR to resume such Work.

E. Possible Price and Times Adjustments

1. CMAR shall be entitled to an equitable adjustment in Guaranteed Maximum Price or Contract Times, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in CMAR's cost of, or time required for, performance of the Work; subject, however, to the following:

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a. Such condition must fall within any one or more of the categories described in Paragraph 5.04.A;

b. With respect to Work that is paid for on a unit price basis, any adjustment in Guaranteed Maximum Price will be subject to the provisions of Paragraph 13.02; and

c. CMAR's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E.

2. CMAR shall not be entitled to any adjustment in the Guaranteed Maximum Price or Contract Times with respect to a subsurface or physical condition if:

a. CMAR knew of the existence of such condition at the time CMAR made a commitment to Owner with respect to Guaranteed Maximum Price and Contract Times through a Work Authorization;

b. The existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Proposal Documents or Contract Documents to be conducted by or for CMAR prior to CMAR's making such commitment;

c. The existence of such condition reasonably could have been discovered or revealed as a result of practical and cost-effective Supplemental Investigations, as defined in Paragraph 5.03.E, but CMAR did not recommend any such Supplemental Investigations to Owner; or

d. CMAR failed to give the written notice required by Paragraph 5.04.A.

3. If Owner and CMAR agree regarding CMAR's entitlement to and the amount or extent of any adjustment in the Guaranteed Maximum Price or Contract Times, then any such adjustment will be set forth in a Change Order.

4. CMAR may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Guaranteed Maximum Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to CMAR regarding the subsurface or physical condition in question.

F. Underground Facilities; Hazardous Environmental Conditions–Paragraph 5.05 governs rights and responsibilities regarding the presence or location of Underground Facilities. Paragraph 5.06 governs rights and responsibilities regarding Hazardous Environmental Conditions. The provisions of Paragraphs 5.03 and 5.04 are not applicable to the presence or location of Underground Facilities, or to Hazardous Environmental Conditions.

5.05 Underground Facilities

A. CMAR's Responsibilities–Unless it is otherwise expressly provided in the Supplementary Conditions, the cost of all the following is included in the Guaranteed Maximum Price, and CMAR shall have full responsibility for:

1. collaborating with Engineer during the design phase, as part of Preconstruction Services, to improve the accuracy and completeness of information regarding Underground Facilities that Engineer gathers and depicts in the final Contract Documents;

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2. complying with applicable state and local utility damage prevention Laws and Regulations;

3. verifying the actual location of those Underground Facilities shown or indicated in the Contract Documents as being within the area affected by the Work, by exposing such Underground Facilities prior to construction;

4. coordination of the Work with the owners, including Owner, of such Underground Facilities, during construction; and

5. the safety and protection of all existing Underground Facilities at the Site and repairing any damage thereto resulting from the Work.

B. Notice by CMAR–If CMAR believes that an Underground Facility that is uncovered or revealed at the Site during construction was not shown or indicated on the Drawings, or was not shown or indicated on the Drawings with reasonable accuracy, then CMAR shall, promptly after first becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith, except in an emergency as required by Paragraph 7.18, notify Owner and Owner's Advisor in writing regarding such Underground Facility within 5 days.

C. Owner's Advisor's Review

1. Owner's Advisor will:

a. promptly review the Underground Facility in consultation with Engineer, and conclude whether such Underground Facility was not shown or indicated on the Drawings, or was not shown or indicated with reasonable accuracy;

b. identify and communicate with the owner of the Underground Facility; prepare recommendations to Owner, and if necessary, issue any preliminary instructions to CMAR regarding the CMAR's resumption of Work in connection with the Underground Facility in question;

c. obtain any pertinent cost or schedule information from CMAR; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and

d. advise Owner and Engineer in writing of Owner's Advisor's findings, conclusions, and recommendations.

During such time, CMAR shall be responsible for the safety and protection of such Underground Facility.

D. Owner's Advisor's Statement to CMAR Regarding Underground Facility–After receipt of Owner's response to and recommendations regarding Owner's Advisor's written findings, conclusions, and recommendations, Owner's Advisor will issue a written statement to CMAR regarding the Underground Facility in question, addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and informing CMAR of Owner's Advisor's written findings, conclusions, and recommendations, as revised based on Owner's response and instructions.

E. Early Resumption of Work–If at any time Owner's Advisor, in consultation with Engineer, determines that Work in connection with the Underground Facility may resume prior to

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completion of Owner's Advisor's review or Owner's Advisor's issuance of its statement to CMAR, because the Underground Facility in question and conditions affected by its presence have been adequately documented, and analyzed on a preliminary basis, then Owner's Advisor may instruct CMAR to resume such Work.

F. Possible Price and Times Adjustments

1. CMAR shall be entitled to an equitable adjustment in the Guaranteed Maximum Price or Contract Times, to the extent that any existing Underground Facility at the Site that was not shown or indicated on the Drawings, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in CMAR's cost of, or time required for, performance of the Work; subject, however, to the following:

   a. With respect to Work that is paid for on a unit price basis, any adjustment in Guaranteed Maximum Price will be subject to the provisions of Paragraph 13.02;

   b. CMAR's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E; and

   c. CMAR gave the notice required in Paragraph 5.05.B.

2. If Owner and CMAR agree regarding CMAR's entitlement to and the amount or extent of any adjustment in the Guaranteed Maximum Price or Contract Times, then any such adjustment will be set forth in a Change Order.

3. CMAR may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Guaranteed Maximum Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to CMAR regarding the Underground Facility in question.

4. The information and data shown or indicated on the Drawings with respect to existing Underground Facilities at the Site is based on information and data (a) furnished by the owners of such Underground Facilities, or by others, (b) obtained from available records, or (c) gathered in an investigation conducted in accordance with the current edition of ASCE Manual 38, Standard Guideline for Investigating and Documenting Existing Utilities, by the American Society of Civil Engineers. If such information or data is incorrect or incomplete, CMAR's remedies are limited to those set forth in this Paragraph 5.05.F.

5.06 Hazardous Environmental Conditions at Site

A. Reports and Drawings–The Supplementary Conditions identify:

1. those reports known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site;

2. drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and

3. Technical Data described in such reports and drawings.

B. Reliance by CMAR on Technical Data Authorized–CMAR may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then CMAR may rely on the accuracy of the Technical

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Data as defined in Paragraph 1.01.A.55.b. Except for such reliance on Technical Data, CMAR may not rely upon or make any claim against Owner, Owner's Advisor, or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. the completeness of such reports and drawings for CMAR's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by CMAR, and safety precautions and programs incident thereto;
2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
3. any CMAR interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

C. CMAR shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.

D. CMAR shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by CMAR, Subcontractors, Suppliers, or anyone else for whom CMAR is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.

E. If CMAR encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if CMAR or anyone for whom CMAR is responsible creates a Hazardous Environmental Condition, then CMAR shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby, except in an emergency as required by Paragraph 7.18; and (3) notify Owner, Owner's Advisor, and Engineer, and promptly thereafter confirm such notice in writing) within 5 days of first becoming aware of the condition. Owner shall promptly consult with Owner's Advisor and Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Owner's Advisor and Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide CMAR with the written notice required by Paragraph 5.06.E. If CMAR or anyone for whom CMAR is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition and impose a set-off against payments to account for the associated costs.

F. CMAR shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto and delivered written notice to CMAR either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely. An equitable adjustment shall be made in the Contract Price or Contract Time, or both, to the extent that (i) they are attributable to the existence or location of any Hazardous Environmental Condition that was

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not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents or a report listed in the Supplemental Conditions, (ii) Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated the Hazardous Environmental Conditions, (iii) Contractor did not negligently, recklessly, or intentionally cause the Hazardous Environmental Condition, and (iv) Contractor notifies Owner and Engineer of such condition within 5 days after first becoming aware of such condition.

G. If Owner and CMAR cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Guaranteed Maximum Price or Contract Times, as a result of such Work stoppage, such special conditions under which Work is agreed to be resumed by CMAR, or any costs or expenses incurred in response to the Hazardous Environmental Condition, then within 30 days of Owner's written notice regarding the resumption of Work, CMAR may submit a Change Proposal, or Owner may impose a set-off. Entitlement to any such adjustment is subject to the provisions of Paragraphs 4.05.D, 4.05.E, 11.07, and 11.08.

H. If, after receipt of such written notice, CMAR does not agree to resume such Work based on a reasonable belief it is unsafe or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.

I. *[INTENTIONALLY DELETED]*

J. *[INTENTIONALLY DELETED]*

K. *[INTENTIONALLY DELETED]*

ARTICLE 6—BONDS AND INSURANCE

6.01 Performance, Payment, and Other Bonds

A. No later than the execution of the first Work Authorization the CMAR shall furnish a payment and performance bond in accordance with Sec. 255.05, Florida Statutes, , in an amount at least equal to the Guaranteed Maximum Price, as security for the faithful performance and payment of CMAR's obligations under the Contract. These bonds must remain in effect until one year after the date when final payment on the Contract becomes due or until completion of the correction period for the Contract specified in Paragraph 15.09, whichever is later, except as provided otherwise by Laws or Regulations, the terms of a prescribed bond form, Exhibits "C" and "C-1" or other provisions of the Contract. The obligations, duties, responsibilities, and requirements of Contractor set forth in this Contract shall be incorporated into CMAR's performance bond. The premium costs of such bonds are:

1. included in Construction Support Cost if purchased for the Work based on the Estimated Guaranteed Maximum Price established with the Agreement; or

2. a reimbursable Cost of the Work if the bonds are purchased with the first Work Authorization and increased as subsequent Work Authorizations are approved.

B. CMAR shall also furnish such other bonds, if any, as are required by Exhibits "C" and "C-1" or other provisions of the Contract.

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C. All bonds must be in the form included in the Contract Documents or otherwise specified by Owner prior to execution of the Contract. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority must show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond. The payment and performance bonds shall be recorded in the public records of Volusia County, Florida.

D. CMAR shall obtain the required bonds from surety companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue bonds in the required amounts.

E. If the surety on a bond furnished by CMAR is declared bankrupt or becomes insolvent, or the surety ceases to meet the requirements above, then CMAR shall promptly notify Owner and Owner's Advisor in writing and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which must comply with the bond and surety requirements above.

F. If CMAR has failed to obtain a required bond, Owner may exclude the CMAR from the Site and exercise Owner's termination rights under Article 16.

G. Upon request to Owner from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Owner shall provide a copy of the payment bond to such person or entity.

H. Upon request to CMAR from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, CMAR shall provide a copy of the payment bond to such person or entity.

I. Performance Bonds required of certain Subcontractors and Suppliers—see Paragraph 7.10.O.

6.02 Insurance—General Provisions

A. CMAR shall obtain and maintain insurance as required in this Article, the Supplementary Conditions, and Exhibit "C". In the event of any conflict between this Paragraph 6.02, Supplementary Conditions, and the specific insurance in Exhibit "C", Exhibit "C" shall prevail.

B. All insurance required by the Contract to be purchased and maintained by Owner or CMAR shall be obtained from insurance companies that are duly licensed or authorized in the State of Florida in which the Project is located to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in Exhibit "C", all companies that provide insurance policies required under this Contract must have an A.M. Best Financial Strength Rating of A- or better, and an A.M. Best Financial Size Category of VII or larger.

C. Alternative forms of insurance coverage, including but not limited to self-insurance and "Occupational Accident and Excess Employer's Indemnity Policies," are not adequate to meet the insurance requirements of this Contract, unless expressly allowed in Exhibit "C".

D. CMAR shall deliver to Owner, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that CMAR has obtained and is maintaining the policies and coverages required by the Contract. Upon request by Owner or any other insured, CMAR shall also furnish other evidence of such required insurance, including but not limited to copies of policies, documentation of applicable self-insured retentions, if allowed, and deductibles, full disclosure of all relevant exclusions, and

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evidence of insurance required to be purchased and maintained by Subcontractors or Suppliers. In any documentation furnished under this provision, CMAR, Subcontractors, and Suppliers may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those applicable to this Contract.

E. *[INTENTIONALLY DELETED]*

F. Failure of Owner to demand such certificates or other evidence of the CMAR's full compliance with these insurance requirements, or failure of Owner or CMAR to identify a deficiency in compliance from the evidence provided, will not be construed as a waiver of the CMAR's obligation to obtain, and maintain such insurance.

G. In addition to the liability insurance required to be provided by CMAR, the Owner, at Owner's option, may purchase and maintain Owner's own liability insurance. Owner's liability policies, if any, operate separately and independently from policies required to be provided by CMAR, and CMAR cannot rely upon Owner's liability policies for any of CMAR's obligations to the Owner, Owner's Advisor, Engineer, or third parties.

H. CMAR shall require:

1. Subcontractors to purchase and maintain worker's compensation, commercial general liability, and other insurance that is appropriate for their participation in the Project, and to name as additional insureds Owner, Owner's Advisor and Engineer, and any other individuals or entities identified in Exhibit "C" as additional insureds on CMAR's liability policies, on each Subcontractor's commercial general liability policy; and

2. Suppliers to purchase and maintain insurance that is appropriate for their participation in the Project.

I. If CMAR does not purchase or maintain the insurance required by the Contract, CMAR shall notify the Owner in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any cancellation of the required coverage.

J. If CMAR has failed to obtain and maintain required insurance, CMAR's entitlement to enter or remain at the Site will end immediately, and Owner may impose an appropriate set-off against payment for any associated costs, including but not limited to the cost of purchasing necessary insurance coverage, and exercise Owner's termination rights under Article 16.

K. Without prejudice to any other right or remedy, if CMAR has failed to obtain required insurance, the Owner may elect, but is in no way obligated, to obtain equivalent insurance to protect such Owner's interests at the expense of the CMAR who was required to provide such coverage, and the Contract Price will be adjusted accordingly.

L. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect CMAR or CMAR's interests. CMAR is responsible for determining whether such coverage and limits are adequate to protect its interests, and for obtaining and maintaining any additional insurance that CMAR deems necessary.

M. The insurance and insurance limits required herein will not be deemed as a limitation on CMAR's liability, or that of its Subcontractors or Suppliers, under the indemnities granted to Owner and other individuals and entities in the Contract or otherwise.

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N. All the policies of insurance required to be purchased and maintained under this Contract will contain a provision or endorsement that the coverage afforded will not be canceled, or renewal refused, until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder must provide a copy of the notice to Owner's Advisor and each other insured.

6.03 CMAR's Insurance

A. Required Insurance–CMAR shall purchase and maintain worker's compensation, commercial general liability, and other insurance pursuant to the specific requirements of the Supplementary Conditions and Exhibit "C".

B. General Provisions–The policies of insurance required by this Paragraph 6.03 as supplemented must:

1. include at least the specific coverages required;

2. be written for not less than the limits provided, or those required by Laws or Regulations, whichever is greater;

3. remain in effect at least until the Work is complete, as set forth in Paragraph 15.07.D, and longer if expressly required elsewhere in this Contract, and at all times thereafter when CMAR may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract;

4. apply with respect to the performance of the Work, whether such performance is by CMAR, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable; and

5. include completed operations coverage:

a. Such insurance shall remain in effect for 10 years after Substantial Completion.

b. CMAR shall furnish Owner and each additional insured identified in Exhibit "C" to whom a certificate of insurance has been issued, evidence satisfactory to Owner and any such additional insured of continuation of such insurance at final payment.

6. make the CMAR solely responsible for any insurance deductible or self-insured retention.

7. include all necessary endorsements to support the stated requirements.

C. Additional Insureds–The CMAR's commercial general liability, automobile liability, umbrella or excess, pollution liability, and unmanned aerial vehicle liability policies, if required by this Contract, must:

1. include and list as additional insureds Owner, Owner's Advisor, and Engineer, and any individuals or entities identified as additional insureds in Exhibits "C";

2. include coverage for the respective officers, directors, members, partners, employees, and consultants of all such additional insureds;

3. afford primary coverage to these additional insureds for all claims covered thereby, including as applicable those arising from both ongoing and completed operations;

4. not seek contribution from insurance maintained by the additional insured; and

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5. as to commercial general liability insurance, apply to additional insureds with respect to liability caused in whole or in part by CMAR's acts or omissions, or the acts and omissions of those working on CMAR's behalf, in the performance of CMAR's operations.

6.04 Builder's Risk and Other Property Insurance

A. Builder's Risk–Unless otherwise provided in Exhibit "C", beginning at the commencement of construction CMAR shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the Work's full insurable replacement cost, subject to such deductible amounts as may be provided in Exhibit "C" or required by Laws and Regulations. The specific requirements applicable to the builder's risk insurance are set forth in "Exhibit "C".

For purposes of the builder's risk and other required property insurance, "commencement of construction" first occurs when materials are in the course of delivery to the Site or an off-site storage location required to be insured if transit coverage is required, or if transit coverage is not required, when materials are delivered to the Site, or an off-site storage location required to be insured.

B. Property Insurance for Facilities of Owner Where Work Will Occur–CMAR is responsible for obtaining and maintaining property insurance covering each existing structure, building, or facility in which any part of the Work will occur, or to which any part of the Work will attach or be adjoined. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, providing coverage consistent with that required for the builder's risk insurance, and will be maintained until the Work is complete, as set forth in Paragraph 15.07.D. Such policy shall identify both CMAR and Owner as additional insureds. CMAR shall be solely responsible for any deductible.

C. Property Insurance for Substantially Complete Facilities–Promptly after Substantial Completion, and before actual occupancy or use of the substantially completed Work, CMAR will obtain property insurance for such substantially completed Work and maintain such property insurance at least until the Work is complete, as set forth in Paragraph 15.07.D. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, and provide coverage consistent with that required for the builder's risk insurance. The builder's risk insurance may terminate upon written confirmation of CMAR's procurement of such property insurance.

D. Partial Occupancy or Use by Owner–If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, as provided in Paragraph 15.05, then Owner, or through CMAR, will provide advance notice of such occupancy or use to the builder's risk or all-risk insurer and CMAR shall obtain coverage or an endorsement consenting to the continuation of coverage prior to Owner commencing such partial occupancy or use.

E. Insurance of Other Property; Additional Insurance–If the express insurance provisions of the Contract do not require or address the insurance of a property Item or interest, then the entity or individual owning such property Item will be responsible for insuring it. If CMAR elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.04, CMAR may do so at its expense.

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6.05 Property Losses; Subrogation

A. The builder's risk insurance policy purchased and maintained in accordance with Paragraph 6.04, or an installation floater policy if authorized by Exhibits "C" will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against Owner's Advisor, Engineer, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors.

1. Owner and CMAR waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils, risks, or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Owner's Advisor, Engineer, its consultants, all individuals or entities identified in Exhibit "C" as builder's risk or installation floater insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused.

2. None of the above waivers extends to the rights that any party making such waiver may have to the proceeds of insurance held by CMAR as trustee or fiduciary, or otherwise payable under any policy so issued.

B. *[INTENTIONALLY DELETED]*

C. Owner waives all rights against CMAR, Subcontractors, Owner's Advisor, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from fire or any of the perils, risks, or causes of loss covered by such policies. The waivers in this Paragraph 6.05 include the waiver of rights due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other insured peril, risk, or cause of loss.

D. CMAR shall assure that each subcontract contains provisions whereby the Subcontractor waives all rights against Owner, CMAR, Owner's Advisor, Engineer, all individuals or entities identified in Exhibit "C" as insureds, their consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from fire or other peril, risk, or cause of loss covered by builder's risk insurance, installation floater, and any other property insurance applicable to the Work.

6.06 Receipt and Application of Property Insurance Proceeds

A. Any insured loss under the builder's risk and other policies of property insurance required by Paragraph 6.04 will be adjusted and settled with the named insured that purchased the policy. Such named insured will act as fiduciary for the other insureds and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.

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B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.04 must maintain such proceeds in a segregated account and distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.

C. If no other special agreement is reached, CMAR shall repair or replace the damaged Work, using allocated insurance proceeds.

D. Owner, at its sole discretion, may elect to fund the costs associated with any property insurance claim, excluding the deductible, and seek reimbursement from CMAR's policy that identifies both CMAR and Owner as named insureds. If Owner exercises this right, it shall have sole authority to settle and adjust any claim and receive reimbursement under the policy with the proceeds made payable to Owner. CMAR shall have the obligation to cooperate and comply with all terms and provisions of the policy and its failure to do so shall constitute a material breach of the Contract. If Owner does not elect this right, CMAR shall be required to fund the costs associated with any property insurance claim and seek reimbursement under the policy.

E. In the event of any conflict between this Paragraph 6.06 and the specific insurance requirements of CMAR set forth in the Exhibits "C", the specific insurance requirements in the Exhibits "C" shall govern.

ARTICLE 7—CMAR'S RESPONSIBILITIES

7.01 CMAR's Means and Methods of Construction

A. CMAR shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.

B. If the Contract Documents note, or CMAR determines, that professional engineering or other design services are needed to carry out CMAR's responsibilities for construction means, methods, techniques, sequences, and procedures, or for Site safety, then CMAR shall cause such services to be provided by a properly licensed design professional, at CMAR's expense. Such services are not Owner-delegated professional design services under this Contract, and neither Owner, Owner's Advisor, nor Engineer has any responsibility with respect to (1) CMAR's determination of the need for such services, (2) the qualifications or licensing of the design professionals retained or employed by CMAR, (3) the performance of such services, or (4) any errors, omissions, or defects in such services.

7.02 Supervision and Superintendence

A. CMAR shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents.

B. At all times during the progress of the Work, CMAR shall assign a competent resident superintendent who will not be replaced without written notice to Owner and Owner's Advisor except under extraordinary circumstances.

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7.03 CMAR Services—Key Personnel and Subconsultants

A. CMAR will provide the services of the key individuals identified in the Agreement for CMAR Services (Preconstruction Services and Procurement Services) for the duration of the time required to provide these services. CMAR may substitute other individuals for the key individuals identified in the Agreement or for individuals previously approved only upon good cause and with the written consent of the Owner. Subject to the foregoing, not providing the individuals proposed may be the grounds for termination of this Contract.

B. CMAR may provide CMAR Services through one or more subconsultants under contract to CMAR provided, however, that CMAR remains responsible to the Owner for all duties and obligations of the CMAR under this Contract, and in rendering services any such subconsultant must comply with all applicable terms and conditions of the Contract Documents. If the Agreement identifies a specific subconsultant, CMAR will provide the services of such subconsultant for the duration of the time required to complete the subcontracted tasks. CMAR may substitute other subconsultants for the subconsultants identified in the Agreement or previously approved only with the written consent of the Owner. Subject to the foregoing, not providing the subconsultants proposed may be the grounds for termination of this Contract.

7.04 Quality of CMAR Services

A. The Owner's Advisor, with the concurrence of Owner and Engineer, has the right to reject or disapprove any substandard portion of the CMAR Services. Owner's Advisor will provide written notice stating the reason for the rejection or disapproval. CMAR will revise the services in question to address the inadequacies identified by Owner's Advisor.

B. CMAR acknowledges that any review or approval of CMAR Services by the Owner or Owner's Advisor does not relieve CMAR of its responsibility to properly and timely perform such services.

7.05 Continuation or Termination of CMAR Services

A. Owner may terminate this Contract for Owner's convenience at the completion of Preconstruction Services if Owner determines that doing so is in Owner's best interest. Owner is not obligated to cite a reason for such a termination, but in making its determination Owner may wish to consider factors such as the quality of the CMAR Services, facts that indicate that the Project cannot be constructed for a cost within the Owner's budget, and changes in key personnel.

B. The Owner may terminate the Contract for Owner's convenience at the end of Procurement Services if Owner determines that doing so is in Owner's best interest. Owner is not obligated to cite a reason for such a termination, but in making its determination Owner may wish to consider factors such as whether CMAR is unable to offer a Guaranteed Maximum Price within the Owner's Construction Budget, or whether it will be advantageous to bid out the Work as a whole on a stipulated price basis.

7.06 Labor; Working Hours

A. CMAR shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. CMAR shall maintain good discipline and order at the Site.

B. CMAR shall provide or furnish:

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1. Construction-related services as described in Division 00 and Division 01 of the Contract Documents;
2. Post-construction services as described in Division 00 and Division 01 of the Contract Documents; and
3. All other construction-related and post-construction services described in the Contract Documents.

C. CMAR shall be fully responsible to Owner, Owner's Advisor, and Engineer for all acts and omissions of CMAR's employees; of subconsultants, Suppliers, and Subcontractors, and their employees; and of any other individuals or entities performing or furnishing any of the CMAR Services or the Work, just as CMAR is responsible for CMAR's own acts and omissions. The CMAR agrees to remove from the Project an employee, Subcontractor, or Subcontractor employee that commits any breach of the Contract Documents or any breach of the Owner's written rules and regulations regarding the jobsite conduct.

D. The CMAR shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. CMAR shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them. The CMAR shall require all construction personnel to maintain a neat general appearance at all times. Shirts, trousers and proper shoes are required apparel. The display of vulgar words, signs or figures is prohibited. Sandals and flip-flops are prohibited on the Project site. The use of radios, tape players, CD players, boom boxes, sound producing devices and the like are prohibited on the Project site. The CMAR shall not be permitted to use restrooms or other sanitary facilities within the Owner's existing buildings or on-site facilities.

E. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site will be performed during regular working hours, Monday through Friday. CMAR will not perform Work on a Saturday, Sunday, or legal holiday. CMAR may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner's written consent, which will not be unreasonably withheld.

7.07 Services, Materials, and Equipment

A. Unless otherwise specified in the Contract Documents, CMAR shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.

B. All materials and equipment incorporated into the Work must be new and of good quality, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications will expressly run to the benefit of Owner. If required by Owner's Advisor, the CMAR shall furnish satisfactory evidence, including reports of required tests, as to the source, kind, and quality of materials and equipment.

C. All materials and equipment must be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

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D. CMAR will be fully responsible for the quality and effectiveness (1) of all services performed or provided by CMAR, including but not limited to CMAR Services and general services in support of construction, and (2) of the deliverables and documentation associated with all such services.

7.08 "Or Equals"

A. CMAR's Request; Governing Criteria–Whenever an Item of equipment or material is specified or described in the Contract Documents by using the names of one or more proprietary items or specific Suppliers, the Guaranteed Maximum Price has been based upon CMAR furnishing such Item as specified. The specification or description of such an Item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" Item is permitted, CMAR may request that Owner's Advisor authorize the use of other items of equipment or material, or items from other proposed Suppliers, under the circumstances described below.

1. If Owner's Advisor, in consultation with Engineer, determines that an Item of equipment or material proposed by CMAR is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Owner's Advisor will deem it an "or equal" item. For the purposes of this paragraph, a proposed Item of equipment or material will be considered functionally equal to an Item so named if:

a. in the exercise of reasonable judgment Owner's Advisor, in consultation with Engineer, determines that the proposed item:

1) is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

2) will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;

3) has a proven record of performance and availability of responsive service; and

4) is not objectionable to Owner.

b. CMAR certifies that if the proposed Item is approved and incorporated into the Work:

1) there will be no increase in cost to the Owner or increase in Contract Times; and

2) the Item will conform substantially to the detailed requirements of the Item named in the Contract Documents.

B. CMAR's Expense–CMAR shall provide all data in support of any proposed "or equal" Item at CMAR's expense.

C. Owner's Advisor's Evaluation and Determination–Owner's Advisor, in consultation with Engineer, will be allowed a reasonable time to evaluate each "or-equal" request. Owner's Advisor may require CMAR to furnish additional data about the proposed "or-equal" item. Owner's Advisor, in consultation with Engineer, will be the sole judge of acceptability. No "or-equal" Item will be ordered, furnished, installed, or utilized until Owner's Advisor's review is complete and Owner's Advisor, in consultation with Engineer, has determined that

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the proposed Item is equal, which will be evidenced by an approved Shop Drawing or other written communication. Owner's Advisor will advise CMAR in writing of any negative determination.

D. Effect of Owner's Advisor's Determination–Neither approval nor denial of an "or-equal" request will result in any change in Guaranteed Maximum Price. The Owner's Advisor's denial of an "or-equal" request will be final and binding and may not be reversed through an appeal under any provision of the Contract.

E. Treatment as a Substitution Request–If Owner's Advisor determines that an Item of equipment or material proposed by CMAR does not qualify as an "or-equal" item, CMAR may request that Owner's Advisor consider the Item a proposed substitute pursuant to Paragraph 7.09.

7.09 Substitutes

A. CMAR's Request; Governing Criteria–Unless the specification or description of an Item of equipment or material required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, CMAR may request that Owner's Advisor authorize the use of other items of equipment or material under the circumstances described below.

B. To the extent possible such requests must be made as part of Preconstruction Services, before the completion of the applicable portion of the design, the Procurement of Subcontractors, construction pricing, and execution of the governing Work Authorization (Preconstruction Substitute Requests). Preconstruction Substitute Requests are further addressed in Paragraph 7.09.E below; substitute requests made after the applicable Work Authorization are addressed in Paragraph 7.09.F.

C. The following provisions apply to all substitute requests:

1. CMAR shall submit adequate information as provided below to allow Owner's Advisor, in consultation with Engineer, to determine if the Item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Owner's Advisor will not accept requests for review of proposed substitute items of equipment or material from anyone other than CMAR.

2. The requirements for review by Owner's Advisor, in consultation with Engineer, will be as set forth in Paragraph 7.09.D, as supplemented by the Specifications, and as Owner's Advisor may decide is appropriate under the circumstances.

3. CMAR shall make written application to Owner's Advisor for review of a proposed substitute Item of equipment or material that CMAR seeks to furnish or use. The application:

a. will certify that the proposed substitute Item will:

1) adequately perform the functions and achieve the results called for by the general design;

2) be similar in substance to the Item specified; and

3) be suited to the same use as the Item specified.

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b. will state:

1) the extent, if any, to which the use of the proposed substitute Item will necessitate a change in Contract Times;

2) whether use of the proposed substitute Item in the Work will require a change in any of the Contract Documents, or in the provisions of any other direct contract with Owner for other work on the Project, to adapt the design to the proposed substitute item; and

3) whether incorporation or use of the proposed substitute Item in connection with the Work is subject to payment of any license fee or royalty.

c. will identify:

1) all variations of the proposed substitute Item from the Item specified; and

2) available engineering, sales, maintenance, repair, and replacement services.

d. will contain, to the extent applicable, an itemized estimate of all costs, anticipated price impacts, or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Guaranteed Maximum Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.

D. Owner's Advisor's Evaluation and Determination–Owner's Advisor, in consultation with Engineer, will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Owner's Advisor may require CMAR to furnish additional data about the proposed substitute item. Owner's Advisor, in consultation with Engineer, will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Owner's Advisor's review is complete and Owner's Advisor determines that the proposed Item is an acceptable substitute.

E. Preconstruction Substitute Requests—CMAR will research potential substitutes, furnish data, and prepare a Preconstruction Substitute Request as compensable Basic Preconstruction Services. CMAR will not be responsible for costs incurred by Owner, Owner's Advisor, or Engineer in response to a Preconstruction Substitute Request. If such a request is approved, CMAR will not be required to issue a special guarantee with respect to the substitute's inclusion in the final design.

F. For substitute requests made after a Work Authorization, or in an untimely manner such that the substitution cannot be made part of the final design on which binding construction pricing is based, the following apply:

1. Owner's Advisor's determination will be evidenced by a Field Order, or a proposed Change Order issued by the Owner's Advisor accounting for the substitute itself and all related impacts, including changes in Guaranteed Maximum Price or Contract Times. Owner's Advisor will advise CMAR in writing of any negative determination.

2. Special Guarantee –Owner's Advisor may require CMAR to furnish at CMAR's expense a special performance guarantee or other surety with respect to the substitute.

3. Reimbursement of Review Cost–Owner's Advisor and Engineer will record their costs in evaluating the substitute proposed or submitted by CMAR. Whether or not Owner's Advisor approves a substitute so proposed or submitted by CMAR, CMAR shall reimburse

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Owner for the reasonable charges of Owner's Advisor and Engineer for evaluating each such proposed substitute. CMAR shall also reimburse Owner for the reasonable charges of Owner's Advisor and Engineer for making changes in the Contract Documents, or in the provisions of any other direct contract with Owner resulting from the acceptance of each proposed substitute.

4. CMAR's Expense–CMAR shall provide all data in support of any proposed substitute at CMAR's expense.

5. Effect of Owner's Advisor's Determination–If Owner's Advisor approves the substitute request, CMAR shall execute a Change Order and proceed with the substitute. The Owner's Advisor's denial of a substitution request will be final and binding and may not be reversed through an appeal under any provision of the Contract. CMAR may challenge the scope of reimbursement costs imposed under Paragraph 7.09.F.3, by timely submittal of a Change Proposal.

7.10 Concerning Subcontractors and Suppliers

A. CMAR may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner. The CMAR's retention of a Subcontractor or Supplier for the performance of parts of the Work will not relieve CMAR's obligation to Owner to perform and complete the Work in accordance with the Contract Documents.

B. CMAR shall retain specific Subcontractors and Suppliers for the performance of designated parts of the Work if required by the Contract to do so.

C. As a general matter, CMAR shall retain Subcontractors and Suppliers for Work Packages through the procurement process described in the Agreement, including but not limited to the Procurement Strategy Plan and Exhibit A Article 3 of the Agreement. If there is a conflict between such provisions of the Agreement and this paragraph, the provisions of the Agreement will govern.

D. Subsequent to the submittal of CMAR's Proposal or final negotiation of the terms of the Contract, Owner may not require CMAR to retain any Subcontractor or Supplier against which CMAR has reasonable objection to furnish or perform any of the Work.

E. Prior to entry into any binding subcontract or purchase order, CMAR shall submit to Owner the identity of the proposed Subcontractor or Supplier, unless Owner has already deemed such proposed Subcontractor or Supplier acceptable during the CMAR selection process, the Subcontractor and Supplier procurement process, or otherwise. Such proposed Subcontractor or Supplier will be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within 5 days.

F. Owner may require the replacement of a Subcontractor or Supplier. Owner also may require CMAR to retain specific replacements; provided, however, that Owner may not require a replacement to which CMAR has a reasonable objection. If CMAR has submitted the identity of certain Subcontractors or Suppliers for acceptance by Owner, through the Subcontractor and Supplier procurement process or otherwise, and Owner has accepted it, either in writing or by failing to make written objection thereto, then Owner may subsequently revoke the acceptance of any such Subcontractor or Supplier so identified solely on the basis of

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substantive, reasonable objection after due investigation. CMAR shall submit an acceptable replacement for the rejected Subcontractor or Supplier.

G. If Owner requires the replacement of any Subcontractor or Supplier retained by CMAR to perform any part of the Work, then CMAR shall be entitled to an adjustment in Guaranteed Maximum Price or Contract Times, with respect to the replacement; and CMAR shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.

H. No acceptance by Owner of any such Subcontractor or Supplier, whether initially or as a replacement, will constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.

I. On a monthly basis, CMAR shall submit to Owner's Advisor a complete list of all Subcontractors and Suppliers having a direct contract with CMAR, and of all other Subcontractors and Suppliers known to CMAR at the time of submittal.

J. CMAR shall be solely responsible for scheduling and coordinating the work of Subcontractors and Suppliers.

K. The divisions and sections of the Specifications and the identifications of any Drawings do not control CMAR in dividing the Work among Subcontractors or Suppliers, or in delineating the Work to be performed by any specific trade.

L. All Work performed for CMAR by a Subcontractor or Supplier must be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract for the benefit of Owner, Owner's Advisor, and Engineer.

M. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to CMAR for Work performed for CMAR by the Subcontractor or Supplier.

N. CMAR shall restrict all Subcontractors and Suppliers from communicating with Owner's Advisor or Owner, except through CMAR or in case of an emergency, or as otherwise expressly allowed in this Contract.

O. CMAR will perform or undertake the responsibilities of any Subcontractor or Supplier that defaults, fails to perform, declares bankruptcy, or meets any of the other requirements for termination for cause listed as applying to the CMAR as described in Paragraph 16.02 of the General Conditions.

1. If, for a specific Subcontractor or Supplier, CMAR determines that CMAR would not reasonably be able to self-perform the Subcontractor's work or meet the Supplier's obligations in the event of the Subcontractor or Supplier default, then CMAR may require a subcontract/supplier performance bond, the costs of which will be reimbursed as a Cost of the Work under the Subcontract costs category (Paragraph 6.02, Agreement). Before requiring such a bond, CMAR will consult with Owner's Advisor and consider whether other protective measures are feasible and more cost-effective.

2. If Owner requires that CMAR enter into a subcontract with a Subcontractor to which the CMAR has reasonable objections, CMAR may require subcontract performance and payment bonds, the costs of which will be reimbursed as a Cost of the Work under the Subcontract costs category (Paragraph 6.02, Agreement).

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7.11 Patent Fees and Royalties

A. CMAR shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If an invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner, Owner's Advisor, or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, then the existence of such rights will be disclosed in the Contract Documents.

B. *[INTENTIONALLY DELETED]*

C. [INTENTIONALLY DELETED]

7.12 Permits

A. Unless otherwise provided in the Contract Documents, CMAR shall obtain and pay for all construction permits, licenses, and certificates of occupancy. Owner shall assist CMAR, when necessary, in obtaining such permits and licenses. CMAR shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of the submission of CMAR's Proposal. Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

7.13 Taxes

A. CMAR shall pay all sales, consumer, use, and other similar taxes required to be paid by CMAR in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

7.14 Laws and Regulations

A. CMAR shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of CMAR Services or the Work. Neither Owner, Owner's Advisor, nor Engineer will be responsible for monitoring CMAR's compliance with Laws or Regulations.

B. If CMAR performs any CMAR Services or Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, CMAR shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner, Owner's Advisor, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages, including but not limited to all fees and charges of construction managers, engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs, arising out of or relating to such CMAR Services, Work, or other action.

C. It is not CMAR's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this does not relieve CMAR of its obligations under Paragraph 3.03.

D. Owner or CMAR may give written notice to the other party of any changes after the Effective Date of the Contract in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having

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an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and CMAR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Guaranteed Maximum Price or Contract Times resulting from such changes, then within 30 days of such written notice CMAR may submit a Change Proposal, or Owner may initiate a Claim.

7.15 Record Documents

A. CMAR shall maintain in a safe place at the Site one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, Contract Amendments, Work Packages, Work Authorizations, written interpretations and clarifications, and approved Shop Drawings. CMAR shall keep such record documents in good order and annotate them to show changes made during construction. These record documents, together with all approved Samples, will be available to Owner's Advisor and Engineer for reference. Upon completion of the Work, CMAR shall deliver these record documents to Owner's Advisor.

7.16 Safety and Protection

A. CMAR shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations.

B. CMAR shall designate a qualified and experienced safety representative whose duties and responsibilities are the prevention of Work-related accidents and the maintenance and supervision of safety precautions and programs.

C. CMAR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

1. all persons on the Site or who may be affected by the Work;

2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and

3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

D. All damage, injury, or loss to any property referred to in Paragraph 7.16.C.2 or 7.16.C.3 caused, directly or indirectly, in whole or in part, by CMAR, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, will be remedied by CMAR at its expense, except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner, Owner's Advisor, or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of CMAR or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them.

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E. CMAR shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection.

F. CMAR shall notify Owner's Advisor; Owner; the owners of adjacent property; the owners of Underground Facilities and other utilities, if the identity of such owners is known to CMAR; and other contractors and utility owners performing work at or adjacent to the Site, in writing, when CMAR knows that prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.

G. CMAR shall comply with the applicable requirements of Owner's safety programs, if any. Any Owner's safety programs that are applicable to the Work are identified or included in the Supplementary Conditions or Specifications.

H. CMAR shall inform Owner, Owner's Advisor, and Engineer of the specific requirements of CMAR's safety program with which Owner's, Owner's Advisor's, and Engineer's employees and representatives must comply while at the Site.

I. CMAR's duties and responsibilities for safety and protection will continue until all the Work is completed, Owner's Advisor has issued a written notice to Owner and CMAR in accordance with Paragraph 15.07.C that the Work is acceptable, and CMAR has left the Site, except as otherwise expressly provided in connection with Substantial Completion.

J. CMAR's duties and responsibilities for safety and protection will resume whenever CMAR or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.17 Hazard Communication Programs

A. CMAR shall be responsible for coordinating any exchange of safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

7.18 Emergencies

A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, CMAR is obligated to act to prevent damage, injury, or loss. CMAR shall give Owner's Advisor prompt written notice if CMAR believes that any significant changes in the Work or variations from the Contract Documents have been caused by an emergency or are required as a result of CMAR's response to an emergency. If Owner's Advisor, in consultation with Engineer, determines that a change in the Contract Documents is required because of an emergency or CMAR's response, a Work Change Directive or Change Order will be issued.

7.19 Submittals

A. Shop Drawing and Sample Requirements

1. Before submitting a Shop Drawing or Sample, CMAR shall:

a. review and coordinate the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;

b. determine and verify:

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1) all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect to the Submittal;

2) the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and

3) all information relative to CMAR's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto;

c. confirm that the Submittal is complete with respect to all related data included in the Submittal.

2. Each Shop Drawing or Sample must bear a stamp or specific written certification that CMAR has satisfied CMAR's obligations under the Contract Documents with respect to CMAR's review of that Submittal, and that CMAR approves the Submittal.

3. With each Shop Drawing or Sample, CMAR shall give Owner's Advisor specific written notice of any variations that the Submittal may have from the requirements of the Contract Documents. This notice must be set forth in a written communication separate from the Submittal; and, in addition, in the case of a Shop Drawing by a specific notation made on the Shop Drawing itself.

B. Submittal Procedures for Shop Drawings and Samples–CMAR shall label and submit Shop Drawings and Samples to Owner's Advisor for review by Engineer in accordance with the accepted Schedule of Submittals.

1. Shop Drawings

a. CMAR shall submit the number of copies required in the Specifications.

b. Data shown on the Shop Drawings must be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show the services, materials, and equipment CMAR proposes to provide, and to enable the information to be reviewed for the limited purposes required by Paragraph 7.19.D.

2. Samples

a. CMAR shall submit the number of Samples required in the Specifications.

b. CMAR shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Owner's Advisor may require to enable Engineer to review the Sample for the limited purposes required by Paragraph 7.19.D.

C. Proceeding without Engineer's Approval—Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, Owner will not pay for related Work, including equipment or materials, until Engineer approves the Shop Drawing or Sample. If CMAR proceeds without such approval, CMAR will bear the full risk of all resulting delays, costs, and losses, including but not limited to removal, corrective, purchase, and installation costs, if such approval is not granted.

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D. Engineer's Review of Shop Drawings and Samples

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the accepted Schedule of Submittals. Engineer's review will be only to determine if the items covered by the Submittals will, after installation or incorporation in the Work, comply with the requirements of the Contract Documents, and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. Engineer's review and approval, if any, will not extend to means, methods, techniques, sequences, or procedures of construction, or to safety precautions or programs incident thereto.

3. Engineer's review and approval, if any, of a separate Item as such will not indicate approval of the assembly in which the Item functions.

4. Engineer's review and approval, if any, of a Shop Drawing or Sample will not relieve CMAR from responsibility for any variation from the requirements of the Contract Documents unless CMAR has complied with the requirements of Paragraph 7.19.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Owner's Advisor, in consultation with Engineer, will document any such approved variation from the requirements of the Contract Documents in a Field Order or other appropriate Contract modification.

5. Engineer's review and approval, if any, of a Shop Drawing or Sample will not relieve CMAR from responsibility for complying with the requirements of Paragraphs 7.19.A and B.

6. Engineer's review and approval, if any, of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, will not, under any circumstances, change the Contract Times or Guaranteed Maximum Price, unless such changes are included in a Change Order.

7. Neither receipt, review, acceptance, or approval of a Shop Drawing or Sample will result in such Item becoming a Contract Document.

8. CMAR shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.19.D.4.

E. Resubmittal Procedures for Shop Drawings and Samples

1. CMAR shall make required corrections and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. CMAR shall direct specific attention in writing to revisions other than the corrections called for on previous Submittals.

2. CMAR shall furnish required Shop Drawing and Sample submittals with adequate information and accuracy to obtain required approval of an Item with no more than two resubmittals. Engineer will record Engineer's time for reviewing a third or subsequent resubmittal of a Shop Drawing or Sample, and CMAR shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due CMAR to secure reimbursement for such charges.

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3. If CMAR requests a change of a previously approved Shop Drawing or Sample, CMAR shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due CMAR to secure reimbursement for such charges, unless the need for such change is beyond the control of CMAR.

F. Submittals Other than Shop Drawings, Samples, and Owner-Delegated Designs

1. The following provisions apply to all Submittals other than Shop Drawings, Samples, and Owner-delegated designs:

a. CMAR shall submit all such Submittals to Owner's Advisor in accordance with the Schedule of Submittals and pursuant to the applicable terms of the Contract Documents.

b. A timely review will be made of all such Submittals in accordance with the Schedule of Submittals and return such Submittals with a notation of either Accepted or Not Accepted. Any such Submittal that is not returned within the time established in the Schedule of Submittals will be deemed accepted.

c. Review will be only to determine if the Submittal is acceptable under the requirements of the Contract Documents as to general form and content of the Submittal.

d. If any such Submittal is not accepted, CMAR shall confer with Owner's Advisor regarding the reason for the non-acceptance and resubmit an acceptable document.

2. Procedures for the submittal and acceptance of the Progress Schedule, the Schedule of Submittals, and the Schedule of Values are set forth in Paragraphs 4.04, 7.19, and 15.02.

G. Owner-delegated Designs–Submittals pursuant to Owner-delegated designs are governed by the provisions of Paragraph 7.22.

7.20 CMAR's General Warranty and Guarantee

A. CMAR warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Owner's Advisor and Engineer are entitled to rely on CMAR's warranty and guarantee.

B. Owner's rights under this warranty and guarantee are in addition to, and are not limited by, Owner's rights under the correction period provisions of Paragraph 15.09. The time in which Owner may enforce its warranty and guarantee rights under this Paragraph 7.20 is limited only by applicable Laws and Regulations restricting actions to enforce such rights; provided, however, that after the end of the correction period under Paragraph 15.09:

1. Owner shall give CMAR written notice of any defective Work within 60 days of the discovery that such Work is defective; and

2. Such notice will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the notice.

C. CMAR's warranty and guarantee hereunder excludes defects or damage caused by:

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1. abuse, or improper modification, maintenance, or operation, by persons other than CMAR, Subcontractors, Suppliers, or any other individual or entity for whom CMAR is responsible; or

2. normal wear and tear under normal usage.

D. CMAR shall perform or provide CMAR Services in accordance with the Contract Documents and good construction management practice.

E. CMAR's obligation to perform and complete the CMAR Services and the Work in accordance with the Contract Documents is absolute. None of the following will constitute an acceptance of CMAR Services or Work that is not in accordance with the Contract Documents, a release of CMAR's obligation to perform the CMAR Services or Work in accordance with the Contract Documents, or a release of Owner's warranty and guarantee rights under this Paragraph 7.20:

1. Observations by Owner's Advisor or Engineer;

2. Recommendation by Owner's Advisor or payment by Owner of any progress or final payment;

3. The acceptance of CMAR Services without objection;

4. The issuance of a certificate of Substantial Completion by Owner's Advisor or any payment related thereto by Owner;

5. Use or occupancy of the Work or any part thereof by Owner;

6. Any review and approval of a Shop Drawing or Sample submittal;

7. The issuance of a notice of acceptability by Owner's Advisor;

8. The end of the correction period established in Paragraph 15.09;

9. Any inspection, test, or approval by others; or

10. Any correction of defective Work by Owner.

F. If the Contract requires CMAR to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract will govern with respect to CMAR's performance obligations to Owner for the Work described in the assigned contract.

7.21 Indemnification

A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of CMAR under the Contract or otherwise, CMAR shall indemnify and hold harmless Owner, Owner's Advisor, and the Owner's officers, and employees, from losses, damages, costs, and judgments, including but not limited to all reasonable fees and charges of engineers, architects, attorneys, and other professionals, and all court or other dispute resolution costs, arising from third-party claims or actions relating to or resulting from the performance or furnishing of CMAR Services or the Work, provided that any such claim, action, loss, cost, judgment or damage is attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of tangible property, other than the Work itself, including the loss of use resulting therefrom, and caused in whole or in part by the negligence, recklessness, or intentional wrongful misconduct of the CMAR, any

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Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity which otherwise exists as to any party or person described in this subsection.

B. The CMAR acknowledges the limit of dollar amount of CMAR's indemnity obligations required by the Contract specifically for those claims caused in whole or in part by the Owner or Engineer shall be $1,000,000 or the Contract Sum of the Project, whichever is more. The parties agree that the indemnity provided herein bears a reasonable commercial relationship to the Contract and is incorporated by this reference into the Project specifications and bid documents. if any.

C. Notwithstanding the above and without monetary limitation, the CMAR hereby indemnifies and holds harmless the Owner, their officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by negligence, recklessness, or intentional wrongful misconduct of the CMAR and persons employed or utilized by the Contractor in the performance of the Contract.

D. CMAR agrees and understands that its obligation to indemnify, hold harmless, and defend as set forth in Paragraphs 7.21.A and B. above includes without limitation, claims, losses, etc., for personal injury, death, property damage, Hazardous Environmental Conditions, infringement of patent rights or copyrights incidental to the use or incorporation in the performance of the Work, etc., to the extent caused by the negligence, recklessness, or intentional misconduct of CMAR and the persons or entities employed or utilized by CMAR in the performance of the Contract.

7.22 Delegation of Professional Design Services

A. Owner may require CMAR to provide professional design services for a portion of the Work by express delegation in the Contract Documents. Such delegation will specify the performance and design criteria that such services must satisfy, and the Submittals that CMAR must furnish to Owner's Advisor with respect to the Owner-delegated design.

B. CMAR shall cause such Owner-delegated professional design services to be provided pursuant to the professional standard of care by a properly licensed design professional, whose signature and seal must appear on all drawings, calculations, specifications, certifications, and Submittals prepared by such design professional. Such design professional must issue all certifications of design required by Laws and Regulations.

C. If a Shop Drawing or other Submittal related to the Owner-delegated design is prepared by CMAR, a Subcontractor, or others for submittal to Owner's Advisor, then such Shop Drawing or other Submittal must bear the written approval of CMAR's design professional when submitted by CMAR to Owner's Advisor.

D. Owner, Owner's Advisor, and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, and approvals performed or provided by the design professionals retained or employed by CMAR under an Owner-delegated design, subject to the professional standard of care and the performance and design criteria stated in the Contract Documents.

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E. Pursuant to this Paragraph 7.22, Engineer's review, approval, and determinations regarding design drawings, calculations, specifications, certifications, and other Submittals furnished by CMAR pursuant to an Owner-delegated design will be only for the following limited purposes:

1. Checking for conformance with the requirements of this Paragraph 7.22;
2. Confirming that CMAR, through its design professionals, has used the performance and design criteria specified in the Contract Documents; and
3. Establishing that the design furnished by CMAR is consistent with the design concept expressed in the Contract Documents.

F. CMAR shall not be responsible for the adequacy of performance or design criteria specified by Owner or Engineer.

G. CMAR is not required to provide professional services in violation of applicable Laws and Regulations.

ARTICLE 8—OTHER WORK AT THE SITE

8.01 Other Work

A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.

B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give CMAR written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any third-party utility work that Owner has arranged to take place at or adjacent to the Site, Owner shall provide such information to CMAR.

C. CMAR shall afford proper and safe access to the Site to each contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work.

D. CMAR shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. CMAR shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that CMAR may cut or alter others' work with the written consent of Owner's Advisor and the others whose work will be affected.

E. If the proper execution or results of any part of CMAR's Work depends upon work performed by others, CMAR shall inspect such other work and promptly report to Owner's Advisor in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of CMAR's Work. CMAR's failure to so report will constitute an acceptance of such other work as fit and proper for integration with CMAR's Work except for latent defects and deficiencies in such other work.

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F. The provisions of this Article are not applicable to work that is performed by third-party utilities or other third-party entities without a contract with Owner, or that is performed without having been arranged by Owner. If such work occurs, then any related delay, disruption, or interference incurred by CMAR is governed by the provisions of Paragraph 4.05.C.3.

8.02 Coordination

A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be set forth in the Supplementary Conditions or provided to CMAR prior to the start of any such other work:

1. The identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;

2. An itemization of the specific matters to be covered by such authority and responsibility; and

3. The extent of such authority and responsibilities.

B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

8.03 Legal Relationships

A. If, in the course of performing other work for Owner at or adjacent to the Site, the Owner's employees, any other contractor working for Owner, or any utility owner that Owner has arranged to perform work, causes damage to the Work or to the property of CMAR or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then CMAR shall be entitled to an equitable adjustment in the Guaranteed Maximum Price or the Contract Times. CMAR must submit any Change Proposal seeking an equitable adjustment in the Guaranteed Maximum Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment will consider information, if any regarding such other work that was provided to CMAR in the Contract Documents prior to the submittal of the Proposal or the final negotiation of the terms of the Contract, and any remedies available to CMAR under Laws or Regulations concerning utility action or inaction. When applicable, any such equitable adjustment in Guaranteed Maximum Price will be conditioned on CMAR assigning to Owner all CMAR's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. CMAR's entitlement to an adjustment of the Contract Times or Guaranteed Maximum Price is subject to the provisions of Paragraphs 4.05.D and 4.05.E.

B. CMAR shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.

1. If CMAR fails to take such measures, and as a result, damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due CMAR, and assign to such other contractor or

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utility owner the Owner's contractual rights against CMAR with respect to the breach of the obligations set forth in this Paragraph 8.03.B.

2. When Owner is performing other work at or adjacent to the Site with Owner's employees, CMAR shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of CMAR's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due CMAR.

C. If CMAR damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through CMAR's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of CMAR's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against CMAR, Owner, Owner's Advisor, or Engineer, then CMAR shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless Owner, Owner's Advisor, and Engineer, and their officers, directors, members, partners, employees, agents, consultants and subcontractors from and against any such claims, and against all costs, losses, and damages, including but not limited to all fees and charges of construction managers, engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs arising out of or relating to such damage, delay, disruption, or interference.

ARTICLE 9—OWNER'S RESPONSIBILITIES

9.01 Communications to CMAR

A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to CMAR through Owner's Advisor.

9.02 –Intentionally Deleted.

9.03 Furnish Data

A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

9.04 Pay CMAR

A. Owner shall make payments to CMAR when they are due as provided in the Agreement.

9.05 Lands and Easements; Reports, Tests, and Drawings

A. Owner's duties with respect to providing lands and easements are set forth in Paragraph 5.01.

B. Owner's duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.

C. Article 5 refers to Owner's identifying and making available to CMAR copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

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9.06 Insurance

A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.

9.07 Change Orders

A. Owner's responsibilities with respect to Change Orders are set forth in Article 11.

9.08 Inspections, Tests, and Approvals

A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.

9.09 Owner's Tasks in Support of CMAR Services

A. Owner shall provide CMAR with all criteria and full information as to Owner's requirements for the Project including drafts of proposed Contract Documents, general schedules and completion requirements, reports, surveys, permits, record documents from related previous projects, and other information as required for CMAR to provide services. Owner shall be responsible for, and CMAR may rely upon, the accuracy and completeness of all such criteria and information, and of any other programs, instructions, data, and other information furnished by Owner to CMAR pursuant to this Agreement. CMAR may use such criteria and information in performing or furnishing CMAR Services.

B. Owner shall provide reasonable assistance to CMAR in securing the release of documents and information held by private entities and by public agencies as needed to provide services required by this Agreement.

C. Owner shall arrange for safe access to and make all provisions for CMAR to enter upon public and private property as required for CMAR to perform services.

D. Owner shall review documents presented by CMAR, make decisions, and carry out Owner's other responsibilities in a timely manner so as not to delay the CMAR's performance of its services.

E. Owner shall provide the services of attorneys, insurance consultants, financial advisors, and other professional advisors or consultants required for the Project, but not provided by the CMAR.

1. Advise CMAR of the identity and scope of services of any independent consultant, designer, contractor, or other construction manager employed by Owner to perform or furnish services in regard to the Project, including cost estimating, project peer reviews, value engineering, and constructability reviews.

2. Define and set forth the duties, responsibilities, and limitations of authority of these other parties as they relate to the duties, responsibilities, and authority of CMAR.

F. Owner is not responsible for discovering deficiencies in the CMAR's Services. CMAR will correct any deficiencies without additional compensation, except to the extent this corrective action is directly attributable to deficiencies in Owner-furnished information.

9.10 Limitations on Owner's Responsibilities

A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, CMAR's means, methods, techniques, sequences, or procedures of construction, or the

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safety precautions and programs incident thereto, or for any failure of CMAR to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for CMAR's failure to perform the Work in accordance with the Contract Documents.

9.11 Undisclosed Hazardous Environmental Condition

A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.

9.12 Evidence of Financial Arrangements

A. [INTENTIONALLY DELETED

9.13 Safety Programs

A. While at the Site, Owner's employees and representatives will comply with the specific applicable requirements of CMAR's safety programs of which Owner has been informed.

B. Owner shall furnish copies of any applicable Owner safety programs to CMAR.

ARTICLE 10—STATUS OF OWNER'S ADVISOR AND ENGINEER DURING CONSTRUCTION

10.01 Owner's Advisor

A. Owner's Advisor will be Owner's representative during the construction period.

B. The general duties, responsibilities, and the limitations of authority of Owner's Advisor and Engineer during construction are set forth below.

10.02 Visits to Site

A. Owner's Advisor will either be based at the Site or make visits to the Site on a regular basis. Owner's Advisor will observe the Work; check the quality, quantity, and progress of the Work; implement Owner's quality assurance program; and administer the Contract as Owner's representative.

B. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe, as an experienced and qualified design professional, the progress that has been made and the quality of the various aspects of CMAR's executed Work. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer will report to Owner's Advisor regarding information obtained during such Site visits and observations.

C. Owner's Advisor's and Engineer's visits and observations are subject to all the limitations on Owner's Advisor's and Engineer's authority and responsibility set forth in Paragraph 10.05. Particularly, but without limitation, during or as a result of Owner's Advisor's and Engineer's visits or observations of CMAR's Work, neither Owner's Advisor nor Engineer will supervise, direct, control, or have authority over or be responsible for CMAR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CMAR to comply with Laws and Regulations applicable to the performance of the Work.

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10.03 Determinations for Unit Price Work

A. Owner's Advisor will determine the actual quantities and classifications of Unit Price Work performed or furnished by CMAR as set forth in Paragraph 13.02.

10.04 Decisions on Requirements of Contract Documents and Acceptability of Work; Exercise of Authority

A. Owner's Advisor will render decisions regarding the requirements of the Contract Documents, and judge the quality and acceptability of the Work, pursuant to the specific procedures set forth herein for interpretations, Change Proposals, Applications for Payment, and acceptance of the Work.

1. Before rendering such decisions or judgments, and before exercising its authority with respect to differing subsurface or physical conditions, Underground Facilities, "or equal" and substitute requests, emergencies, Field Orders, and similar matters, Owner's Advisor will consult with Engineer as to all matters in question involving (a) the design, as set forth in the Drawings, Specifications, or otherwise, (b) the quality or acceptability of the Work under the Contract Documents, or (c) other engineering matters.

2. With respect to such matters, Owner's Advisor's decisions and judgments as rendered will be in accord with Engineer's professional analysis, opinions, recommendations, and conclusions.

B. In rendering such decisions and judgments, exercising such authority, or providing professional analysis, opinions, recommendations, or conclusions underlying such decisions and judgments, neither Owner's Advisor nor Engineer will show partiality to Owner or CMAR, and neither Owner's Advisor nor Engineer will be liable to Owner, CMAR, or others in connection with any proceedings, interpretations, analysis, opinions, recommendations, conclusions, decisions, or judgments conducted or rendered in good faith.

C. Owner's Advisor may at any time request that CMAR furnish proposed changes to Guaranteed Maximum Price and Contract Times that would result from specified proposed changes to the Contract Documents.

10.05 Limitations on Owner's Advisor's and Engineer's Authority and Responsibilities

A. Neither Owner's Advisor's nor Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Owner's Advisor or Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Owner's Advisor or Engineer, will create, impose, or give rise to any duty in contract, tort, or otherwise owed by Owner's Advisor or Engineer to CMAR, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

B. Neither Owner's Advisor nor Engineer will supervise, direct, control, or have authority over or be responsible for CMAR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CMAR to comply with Laws and Regulations applicable to the performance of the Work. Neither Owner's Advisor nor Engineer will be responsible for CMAR's failure to perform the Work in accordance with the Contract Documents.

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C. Neither Owner's Advisor nor Engineer will be responsible for the acts or omissions of CMAR or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. Owner's Advisor's review of the final Application for Payment and accompanying documentation, and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by CMAR under Paragraph 15.07.A, will only be to determine generally that their content complies with the requirements of the Contract Documents, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.

10.06 Compliance with Safety Program

A. While at the Site, Owner's Advisor's and Engineer's employees and representatives will comply with the specific applicable requirements of Owner's and CMAR's safety programs of which Owner's Advisor and Engineer have been informed.

ARTICLE 11—CHANGES TO THE CONTRACT

11.01 Amending and Supplementing the Contract

A. The Contract may be amended or supplemented by a Contract Amendment, Work Authorization, Change Order, Emergency Work Change Directive, or Field Order.

B. A Work Authorization, as more fully defined in Paragraph 1.01, is used to authorize specified Work, and establish related compensation. Change Orders, Work Change Directives, and Field Orders are used to modify a Work Authorization, including but not limited to modifications of the authorized Work and changes to the Guaranteed Maximum Price and Contract Times associated with the Work Authorization.

If a modification under a Work Authorization includes a change in the Guaranteed Maximum Price or the Contract Times, such amendment or supplement must be set forth in a Change Order.

C. A Contract Amendment, as more fully defined in Paragraph 1.01, is used for general contract modification purposes.

D. All changes to the Contract that involve (1) the performance or acceptability of the Work, (2) the design, as set forth in the Drawings, Specifications, or otherwise, or (3) other engineering matters, must be supported by Engineer's recommendation. Owner and CMAR may amend other terms and conditions of the Contract without the recommendation of the Engineer.

11.02 Change Orders

A. With respect to a governing Work Authorization, Owner and CMAR shall execute appropriate Change Orders covering:

1. Changes in Guaranteed Maximum Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work performed in accordance with a Emergency Work Change Directive;

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2. Changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.05, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design, as set forth in the Drawings, Specifications, or otherwise, or other engineering matters; and

3. Changes that embody the substance of any final and binding results under: Paragraph 11.03.B, resolving the impact of an Emergency Work Change Directive; Paragraph 11.09, concerning Change Proposals; Paragraph 13.02.D, final adjustments relating to determination of quantities for Unit Price Work; and similar provisions.

B. If Owner or CMAR refuses to execute a Change Order that is required to be executed under the terms of Paragraph 11.02.A, it will be deemed to be of full force and effect, as if fully executed.

C. Owner and CMAR will enter into either a Change Order, if related to a specific Work Authorization, or a Contract Amendment with respect to the following:

1. Changes in Guaranteed Maximum Price resulting from an Owner set-off, unless CMAR has duly contested such set-off;

2. Changes that embody the substance of any final and binding results under Article 12, Claims; Paragraph 13.01, final adjustments resulting from allowances; and similar provisions.

11.03 Emergency Work Change Directives

A. An Emergency Work Change Directive may only be used in emergency situations and will not change the Guaranteed Maximum Price or the Contract Times but is evidence that the parties expect that the modification documented by an Emergency Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Emergency Work Change Directive's effect, if any, on the Guaranteed Maximum Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.07 regarding change of Guaranteed Maximum Price.

B. If Owner has issued a written Emergency Work Change Directive and:

1. CMAR believes that an adjustment in Contract Times or Guaranteed Maximum Price is necessary, then CMAR shall submit any Change Proposal seeking such an adjustment no later than 30 days after the completion of the Work set out in the Work Change Directive.

2. Owner believes that an adjustment in Contract Times or Guaranteed Maximum Price is necessary, then Owner shall submit a Change Order including an adjustment no later than 60 days after issuance of the Work Change Directive.

11.04 Field Orders

A. Owner's Advisor, in consultation with Engineer, may authorize minor changes in the Work if the changes do not involve an adjustment in the Guaranteed Maximum Price or the Contract Times. Such changes will be accomplished by a Field Order and will be binding on Owner and on CMAR, which shall perform the Work involved promptly.

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B. If CMAR believes that a Field Order justifies an adjustment in the Guaranteed Maximum Price or Contract Times, then before proceeding with the Work at issue, CMAR shall submit a Change Proposal as provided herein.

11.05 Owner-Authorized Changes in the Work

A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work. Changes involving the design, as set forth in the Drawings, Specifications, or otherwise, or other engineering matters will be supported by Engineer's recommendation.

B. Such changes in the Work may be accomplished by a Change Order, if Owner and CMAR have agreed as to the effect, if any, of the changes on Contract Times or Guaranteed Maximum Price; or by a Work Change Directive. Upon receipt of any such document, CMAR shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work must be performed under the applicable conditions of the Contract Documents.

C. Nothing in this Paragraph 11.05 obligates CMAR to undertake work that CMAR reasonably concludes cannot be performed in a manner consistent with CMAR's safety obligations under the Contract Documents or Laws and Regulations.

11.06 Unauthorized Changes in the Work

A. CMAR shall not be entitled to an increase in the Guaranteed Maximum Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency as provided in Paragraph 7.18 or in the case of uncovering Work as provided in Paragraph 14.05.C.2.

11.07 Change of Contract Price

A. The Contract Price may be changed by a Work Authorization, Change Order, or Contract Amendment. Any Change Proposal for an adjustment in the Guaranteed Maximum Price must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment of Contract Price must comply with the provisions of Article 12.

B. An adjustment in the Guaranteed Maximum Price with respect to the Work will be determined as follows:

1. Where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved;

2. Where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum; or

3. Where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on the basis of the Cost of the Work determined in accordance with the Cost of the Work provisions in the Agreement, plus the CMAR Fee, applied proportionally, for overhead and profit determined in accordance with the terms in the Agreement.

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11.08 Change of Contract Times

A. The Contract Times may be changed by a Work Authorization, Change Order, or Contract Amendment. Any Change Proposal for an adjustment in the Contract Times must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment in the Contract Times must comply with the provisions of Article 12.

B. Delay, disruption, and interference in the Work, and any related changes in Contract Times, are addressed in and governed by Paragraph 4.05.

11.09 Change Proposals

A. Purpose and Content—CMAR shall submit a Change Proposal to Owner's Advisor to request an adjustment in the Contract Times or Guaranteed Maximum Price; contest a decision by Owner's Advisor concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; challenge a set-off against payment due; or seek other relief under the Contract. The Change Proposal will specify any proposed change in Contract Times or Guaranteed Maximum Price, or other proposed relief; identify any governing Work Authorization; indicate CMAR's recommendation for the correct means of amending the Contract (Work Authorization, Change Order, or Contract Amendment) if the proposed change is accepted; and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents. Each Change Proposal will address only one issue, or a set of closely related issues.

B. Determination of Changes in Guaranteed Maximum Price for Work—If a Change Order under a Work Authorization entails a change in Guaranteed Maximum Price, then:

1. The change will include the applicable increase or decrease in Cost of the Work, pursuant to the provisions Article 6 of the Agreement.

2. The CMAR Fee for changes will be those agreed to Article 7 of the Agreement.

3. If there is a Guaranteed Maximum Price, it will increase or decrease in an amount equal to the increase or decrease in the Cost of the Work and CMAR Fee, as duly determined.

4. The amount of any increases or decreases in the CMAR Fee, or in Guaranteed Maximum Price, will be set forth in the applicable Change Order.

C. Change Proposal Procedures

1. Submittal—CMAR shall submit each Change Proposal to Owner's Advisor within 30 days after the start of the event giving rise thereto, or after such decision.

2. Supporting Data—The CMAR shall submit supporting data, including the proposed change in Guaranteed Maximum Price or Contract Time, if any, to the Owner's Advisor within 15 days after the submittal of the Change Proposal.

a. Change Proposals based on or related to delay, interruption, or interference must comply with the provisions of Paragraphs 4.05.D and 4.05.E.

b. Change Proposals related to a change of Guaranteed Maximum Price based on Cost of the Work must include full and detailed account of eligible costs, such as materials incorporated into the Work, labor and equipment used for the subject Work, and Subcontract costs.

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The supporting data must be accompanied by a written statement that the supporting data is accurate and complete, and that any requested time or price adjustment is the entire adjustment to which CMAR believes it is entitled as a result of said event.

3. Owner's Advisor's Initial Review—Owner's Advisor, in consultation with Engineer, will advise Owner regarding the Change Proposal and consider any comments or response from Owner regarding the Change Proposal. If in its discretion Owner's Advisor concludes that additional supporting data is needed before conducting a full review and making a recommendation regarding the Change Proposal, then Owner's Advisor may request that CMAR submit such additional supporting data by a date specified by Owner's Advisor, prior to Owner's Advisor beginning its full review of the Change Proposal.

4. Owner's Advisor's Full Review and Recommendation on the Change Proposal—Upon receipt of CMAR's supporting data, including any additional data requested by Owner's Advisor, Owner's Advisor, in consultation with Engineer, will conduct a full review of each Change Proposal and, within 30 days after such receipt of the CMAR's supporting data, either recommend approval of the Change Proposal in whole, deny it in whole, or approve it in part and deny it in part. Such actions must be in writing, with a copy provided to Owner and CMAR. If Owner's Advisor does not act on the Change Proposal within 30 days, then either Owner or CMAR may at any time thereafter submit a letter to the other party indicating that as a result of Owner's Advisor's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.

5. Binding Decision—Owner's Advisor's recommendation is sent to the Owner who shall render a final . The Owner's decision is final and binding upon CMAR, unless CMAR appeals the decision by filing a Claim under Article 17.

D. Post-Completion—CMAR shall not submit any Change Proposals after Owner's Advisor issues a written recommendation of final payment pursuant to Paragraph 15.07.B.

11.10 Notification to Surety

A. CMAR shall notify the performance and payment bond surety of the issuance of each Work Authorization and confirm that the bonds have been adjusted to reflect the changes in Guaranteed Maximum Price and Contract Times.

B. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents, including, but not limited to, Guaranteed Maximum Price or Contract Times, the giving of any such notice will be CMAR's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

ARTICLE 12—CLAIMS

12.01 Claims

A. Claims Process—The following disputes between Owner and CMAR are subject to the Claims process set forth in this article:

1. Appeals by Owner or CMAR of Owner's Advisor's decisions regarding Change Proposals;

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2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents; and

3. Subject to the waiver provisions of Paragraph 15.08, any dispute arising after Owner's Advisor has issued a written recommendation of final payment pursuant to Paragraph 15.07.B.

B. Submittal of Claim—The party submitting a Claim shall deliver it directly to the other party to the Contract promptly, but in no event later than 30 days after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Owner's Advisor and Engineer, for their information only. The responsibility to substantiate a Claim rests with the party making the Claim. In the case of a Claim by CMAR seeking an increase in the Contract Times or Contract Price, CMAR shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of CMAR's knowledge and belief the amount of time or money requested accurately reflects the full amount to which CMAR is entitled.

C. Review and Resolution—The party receiving a Claim shall review it thoroughly and consider its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim will be stated in writing and submitted to the other party, with a copy to Owner's Advisor and Engineer.

D. Mediation

1. At any time after initiation of a Claim, Owner and CMAR may mutually agree to mediation of the underlying dispute. The agreement to mediate will stay the Claim submittal and response process.

2. If Owner and CMAR agree to mediation, then after 60 days from such agreement, either Owner or CMAR may unilaterally terminate the mediation process, and the Claim submittal and decision process will resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim submittal and decision process will resume as of the date of the conclusion of the mediation, as determined by the mediator.

3. Owner and CMAR shall each pay one-half of the mediator's fees and costs.

E. Partial Approval—If the party receiving a Claim approves the Claim in part and denies it in part, such action will be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.

F. Denial of Claim—If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not act on the Claim within 90 days, then either Owner or CMAR may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim will be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.

G. Final and Binding Results—If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a

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Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim will be incorporated in a Change Order or other written document to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

ARTICLE 13—ALLOWANCES; UNIT PRICE WORK

13.01 Allowances

A. The CMAR Contingency Allowance (Agreement, Article 8) and Owner's Contingency Allowance (Agreement, Article 12) are governed by the applicable provisions of the Agreement.

B. CMAR confirms that it has included the CMAR Contingency Allowance in the Guaranteed Maximum Price and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Owner's Advisor.

C. CMAR confirms that it has included the Owner's Contingency Allowance in the Contract Price and that use of Owner's Contingency Allowance is subject to the provisions of Article 12 in the Agreement.

D. Cash Allowances—CMAR agrees that:

1. the cash allowances include the cost to CMAR, less any applicable trade discounts, of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

2. CMAR's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Guaranteed Maximum Price and not in the allowances, and no demand for additional payment for any of the foregoing will be valid.

E. Prior to final payment, an appropriate Change Order will be issued as recommended by Owner's Advisor to reflect actual amounts due CMAR for Work covered by allowances, and the Guaranteed Maximum Price will be correspondingly adjusted.

13.02 Unit Price Work

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Guaranteed Maximum Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified Item of Unit Price Work times the estimated quantity of each Item as indicated in the Agreement.

B. The estimated quantities of items of Unit Price Work are estimates and are solely for the purpose of comparison of Proposals and determining an Estimated Guaranteed Maximum Price. Payments to CMAR for Unit Price Work will be based on actual quantities.

C. Each unit price shall be guaranteed and will be deemed to include an amount considered by CMAR to be adequate to cover CMAR's overhead and profit for each separately identified item.

D. Owner's Advisor will determine the actual quantities and classifications of Unit Price Work performed or furnished by CMAR. Owner's Advisor will review with CMAR the Owner's Advisor's preliminary determinations on such matters before rendering a written decision

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thereon, by recommendation of an Application for Payment or otherwise. Owner's Advisor's written decision thereon will be final and binding except as modified by Owner's Advisor to reflect changed factual conditions or more accurate data upon Owner and CMAR, and the final adjustment of Guaranteed Maximum Price will be set forth in a Change Order, subject to the provisions of the following Paragraph.

E. Adjustments in Unit Price

1. CMAR or Owner shall be entitled to an adjustment in the unit price with respect to an Item of Unit Price Work if:

a. the quantity of the Item of Unit Price Work performed by CMAR differs materially and significantly from the estimated quantity of such Item indicated in the Agreement; and

b. CMAR's unit costs to perform the Item of Unit Price Work have changed materially and significantly as a result of the quantity change.

2. The adjustment in unit price will account for and be coordinated with any related changes in quantities of other items of Work, and in CMAR's costs to perform such other Work, such that the resulting overall change in Guaranteed Maximum Price is equitable to Owner and CMAR.

3. Adjusted unit prices will apply to all units of that item.

ARTICLE 14—TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK

14.01 Access to Work

A. Owner, Owner's Advisor, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction have access to the Site and the Work at reasonable times for their observation, inspection, and testing. CMAR shall provide them with proper and safe conditions for such access and advise them of CMAR's safety procedures and programs so that they may comply with such procedures and programs as applicable.

14.02 Tests, Inspections, and Approvals

A. CMAR shall give Owner's Advisor timely notice of readiness of the Work, or specific parts thereof, for all required inspections and tests and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.

B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except those costs incurred in connection with tests or inspections of covered Work will be governed by the provisions of Paragraph 14.05.

C. If Laws or Regulations of any public body having jurisdiction require any Work, or part thereof, specifically to be inspected, tested, or approved by an employee or other representative of such public body, CMAR shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Owner's Advisor the required certificates of inspection or approval.

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D. CMAR shall be responsible for arranging, obtaining, and paying for all inspections and tests required:

1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;
2. to attain acceptance of materials or equipment to be incorporated in the Work;
3. by manufacturers of equipment furnished under the Contract Documents;
4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and
5. for acceptance of materials, mix designs, or equipment submitted for approval prior to CMAR's purchase thereof for incorporation in the Work.

Such inspections and tests will be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner and Owner's Advisor.

E. If the Contract Documents require the Work, or part thereof, to be accepted by Owner, Owner's Advisor, Engineer, or another designated individual or entity, then CMAR shall assume full responsibility for arranging and obtaining such approvals.

F. If any Work, or the work of others that is to be inspected, tested, or approved is covered by CMAR without written concurrence of Owner's Advisor, CMAR shall, if requested by Owner's Advisor, uncover such Work for observation. Such uncovering will be at CMAR's expense unless CMAR has given Owner's Advisor timely notice of CMAR's intention to cover the same and Owner's Advisor had not acted with reasonable promptness in response to such notice.

14.03 Defective Work

A. CMAR's Obligation—It is CMAR's obligation to assure that the Work is not defective.

B. Owner's Advisor's Authority—Owner's Advisor has the authority to determine, in consultation with Engineer, whether Work is defective, and to reject defective Work.

C. Notice of Defects—Prompt written notice of all defective Work of which Owner, Owner's Advisor, or Engineer has actual knowledge will be given to CMAR.

D. Correction, or Removal and Replacement—Promptly after receipt of written notice of defective Work, CMAR shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Owner's Advisor has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.

E. Preservation of Warranties—When correcting defective Work, CMAR shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

F. Costs and Damages—In addition to its correction, removal, and replacement obligations with respect to defective Work, CMAR shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and CMAR are unable to agree as to the measure of such claims, costs,

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losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

14.04 Acceptance of Defective Work

A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so. If such acceptance occurs prior to final payment, to Engineer's confirmation that such acceptance is in general accord with the design intent and applicable engineering principles and will not endanger public safety. CMAR shall pay all claims, costs, losses, and damages attributable to Owner's evaluation of and determination to accept such defective Work; such costs to be approved by Owner's Advisor as to reasonableness, and for the diminished value of the Work to the extent not otherwise paid by CMAR. If any such acceptance occurs prior to final payment, the necessary revisions in the Contract Documents with respect to the Work will be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Guaranteed Maximum Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against payments due under Article 15. If the acceptance of defective Work occurs after final payment, CMAR shall pay an appropriate amount to Owner.

B. Owner shall not be deemed to have accepted any defective work from CMAR that was not discovered by Engineer or Owner's Advisor unless the defect was specifically detailed to Owner via Owner's Advisor, in writing by CMAR notifying Owner of the defective work and Owner via Owner's Advisor notifies CMAR, in writing that it will accept defective work (whether as-is, by receiving credit, or receiving other compensation, losses, or damage from CMAR as discussed above in Paragraph 14.04.A.) CMAR recognizes and understands that it shall not be relieved of responsibility or liability with performing defective work even if such defective work previously passed inspection by any inspector, including, without limitation, an inspector with the governing building department or a threshold inspector.

14.05 Uncovering Work

A. Owner's Advisor has the authority to require additional inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.

B. If any Work is covered contrary to the written request of Owner's Advisor, then CMAR shall, if requested by Owner's Advisor, uncover such Work for Owner's Advisor's or Engineer's observation, and then replace the covering, all at CMAR's expense.

C. If Engineer or Owner's Advisor considers it necessary or advisable that covered Work be observed by Owner's Advisor or Engineer, or inspected or tested by others, then Owner's Advisor will so advise CMAR, and CMAR shall uncover, expose, or otherwise make available for observation, inspection, or testing as Owner's Advisor may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.

1. If it is found that the uncovered Work is defective, CMAR shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction, including but not limited to all costs of repair or replacement of work of others, and pending CMAR's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.

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2. If the uncovered Work is not found to be defective, CMAR shall be allowed an increase in the Guaranteed Maximum Price or an extension of the Contract Times, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then CMAR may submit a Change Proposal within 30 days of the determination that the Work is not defective.

14.06 Owner May Stop the Work

A. If the Work is defective, or CMAR fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order CMAR to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work will not give rise to any duty on the part of Owner to exercise this right for the benefit of CMAR, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them. The Owner shall incur no liability for delays occasioned by any stop-work order issued in accordance with this paragraph.

14.07 Owner May Correct Defective Work

A. If CMAR fails within a reasonable time after written notice from Owner's Advisor to correct defective Work, or to remove and replace defective Work as required by Owner's Advisor, then Owner may, after 7 days' written notice to CMAR, correct or remedy any such deficiency.

B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude CMAR from all or part of the Site, take possession of all or part of the Work and suspend CMAR's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid CMAR but which are stored elsewhere. CMAR shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, Owner's Advisor, Engineer, and their consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.

C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against CMAR as set-offs against payments due under Article 15. Such claims, costs, losses, and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of CMAR's defective Work.

D. CMAR shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

ARTICLE 15—PAYMENTS TO CMAR; SET-OFFS; COMPLETION; CORRECTION PERIOD

15.01 Payment for CMAR Services

A. The basis and procedures for payment for CMAR Services are set forth in the Agreement, Article 3. The provisions of this Article 15 pertain to payment for performance and furnishing of the Work, unless noted otherwise.

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15.02 Progress Payments

A. Basis for Progress Payments

1. CMAR will, at least 10 days prior to applying for Payment, prepare and submit for approval by Owner's Advisor a schedule allocating portions of the Guaranteed Maximum Price to various portions of the Work, as determined by the applicable Work Authorizations.

2. The Schedule of Values will serve as the basis for progress payments and will be incorporated by Owner's Advisor into an Application for Payment form. Progress payments for Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.02. Progress payments for cost-based Work will be based on Cost of the Work completed by CMAR during the pay period.

B. Applications for Payments

1. At least 20 days before the date established in the Agreement for each progress payment, but not more often than once a month, CMAR, on the 25th of each month, shall submit to Owner's Advisor for review an Application for Payment filled out and signed by CMAR covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents.

2. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment must also be accompanied by: (a) a bill of sale, invoice, copies of subcontract or purchase order payments, or other documentation establishing full payment by CMAR for the materials and equipment; (b) at Owner's request, documentation warranting that Owner has received the materials and equipment free and clear of all Liens; and (c) evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

3. Beginning with the second Application for Payment, each Application must include an affidavit of CMAR stating that all previous progress payments received by CMAR have been applied to discharge CMAR's legitimate obligations associated with prior Applications for Payment.

4. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

C. Review of Applications

1. Owner's Advisor will, within 10 days after each Application for Payment is stamped as received by Owner's Advisor, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to CMAR indicating in writing Owner's Advisor's reasons for refusing to recommend payment and the action necessary to make payment application proper. In the latter case, CMAR shall make the necessary corrections and resubmit the Application.

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2. Owner's Advisor's recommendation of any payment requested in an Application for Payment will constitute a representation by Owner's Advisor to Owner, based on Owner's Advisor's (a) observations of the executed Work, (b) consultations with Engineer, and (c) review of the Application for Payment and the accompanying data and schedules, that to the best of Owner's Advisor's knowledge, information, and belief:

    a. the Work has progressed to the point indicated;

    b. the quality of the Work is generally in accordance with the Contract Documents subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.02, and any other qualifications stated in the recommendation; and

    c. the conditions precedent to CMAR's being entitled to such payment appear to have been fulfilled in so far as it is Owner's Advisor's responsibility to observe the Work.

3. By recommending any such payment Owner's Advisor will not thereby be deemed to have represented that:

    a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Owner's Advisor in the Contract; or

    b. there may not be other matters or issues between the parties that might entitle CMAR to be paid additionally by Owner or entitle Owner to withhold payment to CMAR.

4. Neither Owner's Advisor's review of CMAR's Work for the purposes of recommending payments nor Owner's Advisor's recommendation of any payment, including final payment, will impose responsibility on Owner's Advisor:

    a. to supervise, direct, or control the Work;

    b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto;

    c. for CMAR's failure to comply with Laws and Regulations applicable to CMAR's performance of the Work;

    d. to make any examination to ascertain how or for what purposes CMAR has used the money paid by Owner; or

    e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.

5. Neither Owner Advisor's review of CMAR's Work for purposes of recommending payments nor Owner's Advisor's recommendation of any payment shall relieve CMAR of responsibility or liability for defects in the Work.

6. Owner's Advisor may refuse to recommend the whole or any part of any payment if, in Owner's Advisor's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.02.C.2.

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7. Owner's Advisor will recommend reductions in payment (set-offs) necessary in Owner's Advisor's opinion to protect Owner from loss because:

   a. the Work is defective, requiring correction or replacement;

   b. the Guaranteed Maximum Price has been reduced by Change Orders or other Contract modifications;

   c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;

   d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which CMAR is responsible; or

   e. Owner's Advisor has actual knowledge of the occurrence of any of the events that would constitute a default by CMAR and therefore justify termination for cause under the Contract Documents.

D. Payment Becomes Due

   1. Subject to the provision of Paragraph 15.01.E and Section 218.735, Florida Statutes, after Owner's Advisor's presentation of the Application for Payment to Owner with Owner's Advisor's recommendation, the amount recommended, subject to any Owner set-offs, shall be paid by Owner in accordance with Section 218.735, Florida Statutes, within 25 business days after the date on which the payment application is stamped as received by Owner's AdvisorCMAR.

E. Reductions in Payment by Owner

   1. In addition to any reductions in payment (set-offs) recommended by Owner's Advisor, Owner is entitled to impose a set-off against payment based on any of the following:

      a. Claims have been made against Owner based on CMAR's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages resulting from CMAR's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;

      b. CMAR has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;

      c. CMAR has failed to provide and maintain required bonds or insurance;

      d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which CMAR is responsible;

      e. Owner has incurred extra charges for advisory services or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests, and inspections, or return visits to manufacturing or assembly facilities;

      f. The Work is defective, requiring correction or replacement;

      g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;

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h. The Guaranteed Maximum Price has been reduced by Change Orders or other Contract modifications;

i. An event has occurred that would constitute a default by CMAR and therefore justify a termination for cause;

j. Liquidated or other damages have accrued as a result of CMAR's failure to achieve Milestones, Substantial Completion, or final completion of the Work;

k. Liens have been filed in connection with the Work, except where CMAR has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;

l. Claims have been made or costs have been incurred arising from CMAR Services; or

m. Other items entitle Owner to a set-off against the amount recommended.

2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Owner's Advisor, Owner will give CMAR immediate written notice, with a copy to Owner's Advisor, stating the reasons for such action and the specific amount of the reduction, and promptly pay CMAR any amount remaining after deduction of the amount so withheld. Owner shall promptly pay CMAR the amount so withheld, or any adjustment thereto agreed to by Owner and CMAR, if CMAR remedies the reasons for such action. The reduction imposed will be binding on CMAR unless it duly submits a Change Proposal contesting the reduction.

3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld will be treated as an amount due as determined by Paragraph 15.02.D.1 and subject to interest as provided in the Agreement.

F. Where the Contract Price is based on the Cost of Work, if Owner determines that progress payments made to date substantially exceed the actual progress of the Work, as measured by reference to the Schedule of Values, or present a potential conflict with the Guaranteed Maximum Price, then Owner may require that CMAR prepare and submit a plan for the remaining anticipated Applications for Payment that will bring payments and progress into closer alignment and take into account the Guaranteed Maximum Price, if any, through reductions in billings, increases in retainage, or other equitable measures. Owner will review the plan, discuss any necessary modifications, and implement the plan as modified for all remaining Applications for Payment.

15.03 CMAR's Warranty of Title

A. CMAR warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than 7 days after the time of payment by Owner.

15.04 Substantial Completion

A. When CMAR considers the entire Work ready for its intended use CMAR shall notify Owner's Advisor in writing that the entire Work is substantially complete and request that Owner's Advisor issue a certificate of Substantial Completion. CMAR shall at the same time submit to Owner's Advisor CMAR's proposed Punch List of items to be completed or corrected before

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final payment. Substantial Completion cannot occur before the Owner is able to begin to utilize the entire Work for the purposes for which it was intended.

B. Promptly after CMAR's notification, Owner, CMAR, Owner's Advisor, and Engineer will inspect the Work to determine the status of completion. If the Work is not determined to be substantially complete, Owner's Advisor will notify CMAR in writing, giving the reasons for the determination.

C. If the Work is deemed substantially complete, Owner's Advisor will deliver to Owner a preliminary certificate of Substantial Completion which will fix the date of Substantial Completion. Owner's Advisor will attach to the certificate the Owner's Advisor's proposed Punch List of items to be completed or corrected before final payment. Owner shall have 7 days after receipt of the preliminary certificate during which to make written objection to Owner's Advisor as to any provisions of the certificate or attached Punch List. If, after considering the objections to the provisions of the preliminary certificate, Owner's Advisor, in consultation with Engineer, concludes that the Work is not substantially complete, Owner's Advisor will, within 14 days after submission of the preliminary certificate to Owner, notify CMAR in writing that the Work is not substantially complete, stating the reasons for the conclusion. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Owner's Advisor, in consultation with Engineer, concludes that the Work is substantially complete, then Owner's Advisor will, within said 14 days, execute and deliver to Owner and CMAR a final certificate of Substantial Completion, with a revised Punch List of items to be completed or corrected, reflecting such changes from the preliminary certificate as Owner's Advisor believes justified after consideration of any objections from Owner.

D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and CMAR will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and CMAR agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.

E. After Substantial Completion the CMAR shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases CMAR may submit monthly Applications for Payment for completed Punch List items, following the progress payment procedures set forth above.

F. Owner shall have the right to exclude CMAR from the Site after the date of Substantial Completion subject to allowing CMAR reasonable access to remove its property and complete or correct items on the Punch List.

15.05 Partial Use or Occupancy; Completion of Authorized Work

A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Owner's Advisor, Engineer, and CMAR agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its

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intended purpose without significant interference with CMAR's performance of the remainder of the Work, subject to the following conditions:

1. At any time, Owner may request in writing that CMAR permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when CMAR agrees that such part of the Work is substantially complete, CMAR, Owner, Owner's Advisor and Engineer will follow the procedures of Paragraph 15.04.A through 15.04.E for that part of the Work.

2. At any time, CMAR may notify Owner and Owner's Advisor in writing that CMAR considers any such part of the Work substantially complete and request Owner's Advisor to issue a certificate of Substantial Completion for that part of the Work.

3. Within a reasonable time after either such request, Owner, CMAR, Owner's Advisor and Engineer will inspect that part of the Work to determine its status of completion. If Owner's Advisor, in consultation with Engineer, does not consider that part of the Work to be substantially complete, Owner's Advisor will notify Owner and CMAR in writing, giving the reasons for its determination. If Owner's Advisor, in consultation with the Engineer, considers that part of the Work to be substantially complete, then for that part of the Work the provisions of Paragraph 15.04 will apply with respect to certification of Substantial Completion, the Division of responsibility, and access.

4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.04 regarding builder's risk or other property insurance.

5. Neither the organization of the Work into Work Packages, nor the authorization of specified parts of the Work in a Work Authorization, establishes (a) that such packages or parts of the Work have been identified in the Contract Documents or otherwise as a part of the Work that Owner may use or occupy upon completion, or (b) that any such Work constitutes a separately functioning and usable part of the Work that upon completion can be used by Owner for its intended purpose without significant interference with CMAR's performance of the remainder of the Work. The determination of whether any part of the Work qualifies for partial use or occupancy under this Paragraph 15.05 will be made on the merits without reference to Work Packages or Work Authorizations.

B. Substantial Completion of Authorized Work

1. When CMAR considers the entire Work authorized under a specific Work Authorization is ready for its intended use, CMAR shall notify Owner's Advisor in writing that such authorized Work is substantially complete and request that Owner's Advisor issue a certificate of Substantial Completion applicable solely to such authorized Work. CMAR shall at the same time submit to Owner's Advisor the CMAR's proposed punch list of items to be completed or corrected before such authorized Work is deemed complete.

2. CMAR, Owner, Owner's Advisor, and Engineer will follow the procedures of Paragraphs 15.04.A, B, C, E, and F for such authorized Work. The terms of Paragraph 15.04.D are not applicable to the determination of Substantial Completion of the Work authorized under a Work Authorization.

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3. Until Substantial Completion of the entire Work under this Contract under Paragraph 15.04, such authorized Work will not be eligible for Owner's use or occupancy, unless otherwise eligible for partial use or occupancy under Paragraph 15.05.A; the determination of a date of Substantial Completion for such authorized Work will not mark the commencement of the contractual correction period and applicable warranties required by the Contract for such authorized Work; and the authorized Work will remain the responsibility of CMAR.

15.06 Final Inspection – Punch List

A. Upon written notice from CMAR that the entire Work or an agreed portion thereof is complete, Owner's Advisor will promptly make a final inspection with Owner, Engineer, and CMAR and will notify CMAR in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. CMAR shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

15.07 Final Payment

A. Application for Final Payment

1. After Owner's Advisor, in consultation with Engineer, determines that CMAR has (a) satisfactorily completed all corrections identified during the final inspection, (b) has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents, as provided in Paragraph 7.15, and other documents, and (c) completed performance of all services required by the Contract, CMAR may make application for final payment.

2. The final Application for Payment must be accompanied, except as previously delivered by:

   a. all documentation called for in the Contract Documents, including but not limited to, the evidence that CMAR maintains completed operations coverage for its required commercial general liability (CGL) insurance;

   b. consent of the surety, if any, to final payment;

   c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects or will so pass upon final payment in accordance with the CMAR's Subcontract;

   d. a list of all duly pending Change Proposals and Claims; and

   e. complete and legally effective conditional final releases or waivers, satisfactory to Owner, of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.

3. In lieu of the final releases or waivers of Liens specified in Paragraph 15.07.A.2 and as approved by Owner, CMAR may furnish receipts or releases in full and an affidavit of CMAR whereby CMAR swears and affirms that: (a) all payroll, services, material, and equipment bills and other indebtedness connected with the Work for which Owner has paid CMAR through the date of CMAR's final Application for Payment have been paid by CMAR; and (b) all payrolls, material and equipment bills, and other indebtedness

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connected with the Work for which Owner will pay CMAR in the final Application for Payment will represent CMAR's receipt of all payments for the Work except for the specifically enumerated payment Claims (and Claims not specifically enumerated are deemed released and waived) and that CMAR will promptly pay its Subcontractors and Suppliers upon its receipt of the final payment. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, CMAR may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to CMAR and specified Subcontractors and Suppliers.

4. The documents and materials that CMAR is required to submit to accompany its Final Application for Payment (as set forth in this Paragraph 15.07) are conditions precedent to issuance of final payment.

B. Owner's Advisor's Review of Final Application and Recommendation of Payment—If, on the basis of Owner's Advisor's observation of the Work during construction and final inspection, consultation with Engineer regarding completion, and review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Owner's Advisor is satisfied that CMAR has completed the Work and fulfilled CMAR's other obligations under the Contract, Owner's Advisor will, within 10 days after receipt of the final Application for Payment, indicate in writing Owner's Advisor's recommendation of final payment and present the final Application for Payment to Owner for payment. Such recommendation will account for any set-offs against payment that are necessary in Owner's Advisor's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. Otherwise, Owner's Advisor will return the Application for Payment to CMAR, indicating in writing the reasons for refusing to recommend final payment, in which case CMAR shall make the necessary corrections and complete the Work and all remaining services, and resubmit the Application for Payment.

C. Notice of Acceptability of the Work—In support of its recommendation of payment of the final Application for Payment, Owner's Advisor, with Engineer's express approval, will also give written notice to Owner and CMAR that the Work is acceptable, subject to stated limitations in the notice and to the provisions of Paragraph 15.08.

D. Completion of Work—The Work is complete, subject to surviving obligations, when it is ready for final payment as established by the Owner's Advisor's written recommendation of final payment and issuance of Notice of Acceptability of the Work.

E. Final Payment Becomes Due—Upon receipt from Owner's Advisor of the final Application for Payment and accompanying documentation, Owner shall set off against the amount recommended by Owner's Advisor for final payment any further sum to which Owner is entitled, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions of this Contract with respect to progress payments. Owner shall pay the resulting balance due to CMAR within 25 days of the final Application for Payment being stamped as received by Owner's Advisor.

15.08 Waiver of Claims

A. By making final payment, Owner waives its claim or right to liquidated damages or other damages for late completion by CMAR, except as set forth in an outstanding Claim, appeal under the provisions of Article 17, set-off, or express reservation of rights by Owner. Owner reserves all other claims or rights after final payment.

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B. The acceptance of final payment by CMAR will constitute a waiver by CMAR of all claims and rights against Owner other than those pending matters that have been duly submitted as a Claim or appealed under the provisions of Article 17.

15.09 Correction Period

A. Scheduled Correction Period Inspection—Within one month before the end of the Contract's correction period, CMAR will participate in an inspection of the Work with the Owner, Owner's Advisor, and Engineer to ascertain whether any portion of the Work or the repair of any damage to the Site or adjacent areas is defective and therefore subject to correction by CMAR.

B. If within one year after the date of Substantial Completion, or such longer period of time as may be prescribed by the Supplementary Conditions or the terms of any applicable special guarantee required by the Contract Documents, Owner gives CMAR written notice that any Work has been found to be defective, whether as a result of the scheduled correction period inspection or otherwise, or that CMAR's repair of any damages to the Site or adjacent areas has been found to be defective, then after receipt of such notice of defect CMAR shall promptly, without cost to Owner and in accordance with Owner's written instructions:

1. return to the Site with Owner, Owner's Advisor and Engineer to inspect any apparent or discovered defects in the Work, or unrepaired damage to the Site or adjacent areas;
2. consult with Owner's Advisor and Engineer regarding recommendations as to replacement or correction of such defective Work, or the repair of any damage;
3. correct the defective repairs to the Site or such adjacent areas;
4. correct such defective Work;
5. remove the defective Work from the Project and replace it with Work that is not defective, if the defective Work has been rejected by Owner, and
6. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting from the corrective measures.

C. Owner shall give any such notice of defect within 60 days of the discovery that such Work or repairs is defective. If such notice is given within 60 days but after the end of the correction period, the notice will be deemed a notice of defective Work under Paragraph 7.20.B.

D. If, after receipt of a notice of defect within 60 days and within the correction period, CMAR does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. CMAR shall pay all costs, losses, and damages, including but not limited to all fees and charges of construction managers, engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs, arising out of or relating to such correction or repair or such removal and replacement, including but not limited to all costs of repair or replacement of work of others. CMAR's failure to pay such costs, losses, and damages within 10 days of invoice from Owner will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the failure to pay.

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E. In special circumstances where a particular Item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that Item may start to run from an earlier date if so provided in the Specifications.

F. Where defective Work, and damage to other Work resulting therefrom, has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

G. CMAR's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph are not to be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

ARTICLE 16—SUSPENSION AND TERMINATION

16.01 Owner May Suspend CMAR Services or Work

A. At any time and without cause, Owner may suspend the CMAR Services or the Work, or any portion thereof, for a period of not more than 90 consecutive days by written notice to CMAR and Owner's Advisor. Such notice will fix the date on which CMAR Services or Work will be resumed. CMAR shall resume the CMAR Services or Work on the date so fixed. CMAR shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times directly attributable to any such suspension. With respect to a suspension of the Work, any Change Proposal seeking such adjustments must be submitted no later than 30 days after the date fixed for resumption of Work.

16.02 Owner May Terminate for Cause

A. The occurrence of any one or more of the following events will constitute a default by CMAR and justify termination for cause:

1. CMAR's persistent failure to perform the Work in accordance with the Contract Documents, including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment, or failure to adhere to the Progress Schedule;
2. Failure of CMAR to perform or otherwise to comply with a material term of the Contract Documents;
3. CMAR's disregard of Laws or Regulations of any public body having jurisdiction; or
4. CMAR's repeated disregard of the authority of Owner, Owner's Advisor or Engineer.
5. CMAR's failure to timely pay Subcontractors and Suppliers after it receives payment from Owner, or
6. CMAR's failure to obtain or maintain the insurance required of it in the Contract.

B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving CMAR and any surety 5 days' written notice that Owner is considering a declaration that CMAR is in default and termination of the Contract, Owner may proceed to:

1. declare CMAR to be in default, and give CMAR, and any surety, written notice that the Contract is terminated; and
2. enforce the rights available to Owner under any applicable performance bond.

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C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude CMAR from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid CMAR but which are stored elsewhere, and complete the Work as Owner may deem expedient.

D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if CMAR within 7 days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.

E. If Owner proceeds as provided in Paragraph 16.02.B, CMAR shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages, including but not limited to all fees and charges of Owner's Advisors, engineers, architects, attorneys, and other professionals, sustained by Owner, such excess will be paid to CMAR. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds such unpaid balance, CMAR shall pay the difference to Owner. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

F. Where CMAR's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against CMAR then existing or which may thereafter accrue, or any rights or remedies of Owner against CMAR or any surety under any payment bond or performance bond. Any retention or payment of money due CMAR by Owner will not release CMAR from liability.

G. If and to the extent that CMAR has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond will govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

16.03 Owner May Terminate for Convenience

A. Upon 5 days' written notice to CMAR and Owner's Advisor, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, CMAR shall be paid for without duplication of any items:

1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and

3. other reasonable expenses directly attributable to termination, , such as demobilization expenses, and including costs incurred to prepare a termination for convenience cost proposal. Attorneys' fees, accountant fees, home office overhead and similar expenses shall not be deemed reasonable expenses.

B. CMAR shall not be paid for any loss of anticipated profits or revenue, post-termination overhead costs, or other economic loss arising out of or resulting from such termination.

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16.04 CMAR May Stop Work or Terminate

A. If, through no act or fault of CMAR, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Owner's Advisor fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay CMAR any sum finally determined to be due, then CMAR may, upon 7 days' written notice to Owner and Owner's Advisor, and provided Owner or Owner's Advisor do not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03. CMAR, however, cannot terminate the Contract due to any dispute (i) concerning the amount of payment due CMAR or (ii) any amounts Owner is withholding from CMAR.

B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Owner's Advisor has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay CMAR any sum finally determined to be due, CMAR may, 7 days after written notice to Owner and Owner's Advisor, stop the Work until payment is made of all such amounts due CMAR, including interest thereon. The provisions of this paragraph are not intended to preclude CMAR from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to CMAR's stopping the Work as permitted by this paragraph. CMAR, however, cannot stop the Work due to any dispute (i) concerning the amount of payment due CMAR or (ii) any amounts Owner is withholding from CMAR.

ARTICLE 17—FINAL RESOLUTION OF DISPUTES

17.01 Methods and Procedures

The parties expressly agree to opt out of the provisions of Section 558.005, Florida Statutes. The provisions of Chapter 558, Florida Statutes shall not apply to this Agreement.

1. Claims, disputes or other matters in question between the parties to this Agreement shall be first subject to pre-suit mediation prior to the filing of any legal claims or litigation. Completion of pre-suit mediation is a condition precedent to litigation. The obligation to mediate is a material and essential provision of the Agreement.

2. Unless otherwise agreed in writing, the Contractor shall carry on the Work and maintain its progress during any mediation or litigation, and the Owner shall continue to make payments to the Contractor in accordance with the Contract Documents.

3. Either party may initiate a mediation preceding by a request in writing to the other party within a reasonable time after the claim, dispute or other matter in question has arisen or as provided in subparagraph 12.01, but in no event after the expiration of the applicable statute of limitations.

4. The parties shall endeavor in good faith to mutually agree upon an acceptable mediator. In the event the parties have not agreed upon a mediator within thirty (30) days of the request for mediation, the Orlando office of the American Arbitration Association, upon the written request of either party, shall appoint a mediator from its pool of approved mediators.

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5. Unless otherwise mutually agreed, the mediation shall be held in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect, each party to bear its own fees, costs and expenses.

6. In the event that pre-suit mediation is unsuccessful, all claims, disputes or other matters in question shall be resolved in the Circuit Courts of Volusia County, Florida. The Parties, including the Contractor's Surety, hereby expressly waive Venue and Jurisdiction of any Federal Court and unconditionally, absolutely, and expressly waive Trial by Jury.

ARTICLE 18—MISCELLANEOUS

18.01 Giving Notice

A. Whenever any provision of the Contract requires the giving of written notice to Owner, Owner's Advisor, CMAR, or Engineer when required, it will be deemed to have been validly given only if delivered:

1. in person, by a commercial courier service or otherwise, to the recipient's place of business;

2. by registered or certified mail, postage prepaid, to the recipient's place of business; or

3. by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line.

18.02 Computation of Times

A. When any period is referred to in the Contract by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

18.03 Cumulative Remedies

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this Paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

18.04 Limitation of Damages

A. With respect to Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner, Owner's Advisor, nor Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to CMAR for any claims, costs, losses, or damages sustained by CMAR on or in connection with any other project or anticipated project.

18.05 No Waiver

A. A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Contract.

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18.06 Survival of Obligations

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination of the Contract or of the services of CMAR.

18.07 Controlling Law

A. This Contract is to be governed by the law of the State of Florida.

18.08 Assignment of Contract

A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party to this Contract of any rights under or interests in the Contract will be binding on the other party without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent, except to the extent that the effect of this restriction may be limited by law, and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract.

18.09 Successors and Assigns

A. Owner and CMAR each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

18.10 Headings

A. Article and Paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

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This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

SUPPLEMENTARY CONDITIONS OF THE CONSTRUCTION MANAGER AT RISK CONTRACT

Prepared By

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ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

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SUPPLEMENTARY CONDITIONS OF THE CONSTRUCTION MANAGER AT RISK CONTRACT

TABLE OF CONTENTS

Page

Article 1— Definitions and Terminology ..... **Error! Bookmark not defined.**

Article 2— Preliminary Matters 1

Article 3— Contract Documents—Intent, Requirements, Reuse ..... **Error! Bookmark not defined.**

Article 4— Commencement and Progress of the Work 1

Article 5— Site; Subsurface and Physical Conditions; Hazardous Environmental Conditions..... **Error! Bookmark not defined.**

Article 6— Bonds and Insurance 2

Article 7— CMAR's Responsibilities 4

Article 8— Other Work at the Site 5

Article 9— Owner's Responsibilities ..... **Error! Bookmark not defined.**

Article 10— Status of Owner's Advisor and Engineer During Construction .. **Error! Bookmark not defined.**

Article 11— Changes to the Contract ..... **Error! Bookmark not defined.**

Article 12— Claims ..... **Error! Bookmark not defined.**

Article 13— Allowances; Unit Price Work..... **Error! Bookmark not defined.**

Article 14— Tests and Inspections; Correction, Removal, or Acceptance of Defective Work ..... **Error! Bookmark not defined.**

Article 15— Payments to CMAR; Set Offs; Completion; Correction Period .. **Error! Bookmark not defined.**

Article 16— Suspension and Termination ..... **Error! Bookmark not defined.**

Article 17— Final Resolution of Disputes..... **Error! Bookmark not defined.**

Article 18— Miscellaneous ..... **Error! Bookmark not defined.**

Exhibit A—Foreseeable Bad Weather Days 5

Exhibit B—Geotechnical Baseline Report Supplement to the Supplementary Conditions 1

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SUPPLEMENTARY CONDITIONS OF THE CONSTRUCTION MANAGER AT RISK CONTRACT

ARTICLE 2—PRELIMINARY MATTERS

SC - INTENTIONALLY DELETED

ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK

4.05 Delays in CMAR's Progress

SC-4.05 Amend Paragraph 4.05.C by replacing Paragraph 2 with the following:

2. Abnormal Weather Conditions not anticipated or customary in Volusia County

   a. If abnormal weather conditions are the basis for a request for an equitable adjustment in the Contract Times, such request must be documented by data substantiating each of the following: (1) that weather conditions were abnormal for the period of time in which the delay occurred, (2) that such weather conditions could not have been reasonably anticipated, and (3) that such weather conditions had an adverse effect on the Work as scheduled.

   b. The existence of abnormal weather conditions will be determined on a month-by-month basis in accordance with the following:

      1) Every workday on which total precipitation, as rain equivalent, occurs between 7:00 p.m. on the preceding day, regardless of whether such preceding day is a workday, through 7:00 p.m. on the workday in question equals or exceeds **1.0 inches** of precipitation, as rain equivalent, based on the snow/rain conversion indicated in the table entitled Foreseeable Bad Weather Days; such table is hereby incorporated in this SC-4.05.C by reference.

      2) Every workday on which ambient outdoor air temperature at 11:00 a.m. is equal to or less than the following low temperature threshold: **25** degrees Fahrenheit; or, at 3:00 p.m. the ambient outdoor temperature is equal to or greater than the following high temperature threshold: **95** degrees Fahrenheit.

   c. Determination of actual bad weather days during performance of the Work will be based on the weather records measured and recorded by **City of Port Orange** weather monitoring station at **407 Virginia Ave, Port Orange, Fl**

   d. CMAR shall anticipate the number of foreseeable bad weather days per month indicated in the table in Exhibit **A**: Foreseeable Bad Weather Days.

   e. In each month, every bad weather day exceeding the number of foreseeable bad weather days established in the table in Exhibit **A**—Foreseeable Bad Weather Days will be considered as "abnormal weather conditions." The existence of abnormal weather conditions will not relieve CMAR of the obligation to demonstrate and document that delays caused by abnormal weather are specific to the planned

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work activities or that such activities thus delayed were on CMAR's then-current Progress Schedule's critical path for the Project.

ARTICLE 6—BONDS AND INSURANCE

SC-6.01 - ***INTENTIONALLY DELETED***

SC-6.02 - ***INTENTIONALLY DELETED***

6.03 CMAR's Insurance

SC-6.03 Supplement Paragraph 6.03 with the following provisions after Paragraph 6.03.C:

D. ***INTENTIONALLY DELETED***

E. ***INTENTIONALLY DELETED***

F. Commercial General Liability—Claims Covered—CMAR shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of CMAR, on an occurrence basis, against claims for:

1. damages because of bodily injury, sickness or disease, or death of any person other than CMAR's employees,

2. damages insured by reasonably available personal injury liability coverage, and

3. damages because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.

G. ***INTENTIONALLY DELETED***

H. ***INTENTIONALLY DELETED***

I. ***INTENTIONALLY DELETED***

J. ***INTENTIONALLY DELETED***

K. ***INTENTIONALLY DELETED***

L. ***INTENTIONALLY DELETED***

M. ***INTENTIONALLY DELETED***

N. ***INTENTIONALLY DELETED***

O. ***INTENTIONALLY DELETED***

P. ***INTENTIONALLY DELETED***

Q. ***INTENTIONALLY DELETED***

6.02 Builder's Risk and Other Property Insurance

A. ***INTENTIONALLY DELETED***

F. Builder's Risk Requirements—The builder's risk insurance must:

1. be written on a builder's risk "all risk" policy form that at a minimum includes insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment stored and in transit, and must not exclude the coverage of the following perils: fire; windstorm; hail; flood; earthquake, volcanic activity, and other earth

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movement; lightning; riot; civil commotion; terrorism; vehicle impact; aircraft; smoke; theft; vandalism and malicious mischief; mechanical breakdown, boiler explosion, and artificially generated electric current; collapse; explosion; debris removal; demolition occasioned by enforcement of Laws and Regulations; and water damage, other than that caused by flood.

a. Such policy will include an exception that results in coverage for ensuing losses from physical damage or loss with respect to any defective workmanship, methods, design, or materials exclusions.

b. If insurance against mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake, volcanic activity, and other earth movement; or flood, are not commercially available under builder's risk policies, by endorsement or otherwise, such insurance will be provided through other insurance policies acceptable to Owner and CMAR.

2. cover, as insured property, at least the following: (a) the Work and all materials, supplies, machinery, apparatus, equipment, fixtures, and other property of a similar nature that are to be incorporated into or used in the preparation, fabrication, construction, erection, or completion of the Work, including Owner-furnished or assigned property; (b) spare parts inventory required within the scope of the Contract; and (c) temporary works which are not intended to form part of the permanent constructed Work but which are intended to provide working access to the Site, or to the Work under construction, or which are intended to provide temporary support for the Work under construction, including scaffolding, form work, fences, shoring, falsework, and temporary structures.

3. cover expenses incurred in the repair or replacement of any insured property, including but not limited to fees and charges of contractors, owners representatives, engineers, and architects.

4. extend to cover damage or loss to insured property while in temporary storage at the Site or in a storage location outside the Site, but not including property stored at the premises of a manufacturer or Supplier.

5. extend to cover damage or loss to insured property while in transit.

6. allow for the waiver of the insurer's subrogation rights, as set forth in this Contract.

7. allow for partial occupancy or use by Owner by endorsement, and without cancellation or lapse of coverage.

8. include performance/hot testing and start-up, if applicable.

9. ***INTENTIONALLY DELETED***

10. ***INTENTIONALLY DELETED***

11. ***INTENTIONALLY DELETED***

12. ***INTENTIONALLY DELETED***

13. ***INTENTIONALLY DELETED***

14. ***INTENTIONALLY DELETED***

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SC-6.04 Supplement Paragraph 6.04 of the General Conditions with the following provision:

G. Coverage for Completion Delays—The builder's risk policy will include, for the benefit of Owner, loss of revenue and soft cost coverage for losses arising from delays in completion that result from covered physical loss or damage to covered property. Such coverage will include, without limitation, fixed expenses, and debt service for a minimum of 12 months with a maximum deductible of 30 days, compensation for loss of net revenues, rental costs, and attorneys' fees and construction management, engineering, or other consultants' fees, if not otherwise covered.

H. ***INTENTIONALLY DELETED***

ARTICLE 7— CMAR'S RESPONSIBILITIES

7.06 Labor; Working Hours

SC-7.06 Add the following new subparagraphs immediately after Paragraph 7.06.D:

1. Regular working hours will be 7:00 am to 7:00 pm.
    a. Owner's legal holidays are:New Year's Day
    b. Martin Luther King Jr. Birthday
    c. Good Friday
    d. Memorial Day
    e. Juneteenth
    f. Independence Day
    g. Labor Day
    h. Veteran's Day
    i. Thanksgiving Day
    j. Friday After Thanksgiving
    k. Christmas Eve
    l. Christmas Day
    m. Day After Christmas

SC-7.06 ***INTENTIONALLY DELETED***

SC-7.13 ***INTENTIONALLY DELETED***

SC-7.16 ***INTENTIONALLY DELETED***

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ARTICLE 8— OTHER WORK AT THE SITE

SC-8.02 ***INTENTIONALLY DELETED***

ARTICLE 17 – FINAL RESOLUTION OF DISPUTES

SC – INTENTIONALLY DELETED

ARTICLE 18 – MISCELLANEOUS

SC- INTENTIONALLY DELETED

EXHIBIT A – SOFTWARE REQUIREMENTS FOR ELECTRONIC DOCUMENT EXCHANGE – *INTENTIONALLY DELETED*

EXHIBIT A—FORESEEABLE BAD WEATHER DAYS

Month	Number of Foreseeable Bad Weather Days in Month Based on Precipitation as Rain Equivalent (inches) (1)	Ambient Outdoor Air Temperature (degrees F)	
		Number of Foreseeable Bad Weather Days in Month Based on Low Temperature at 11:00 a.m.	Number of Foreseeable Bad Weather Days in Month Based on High Temperature at 3:00 p.m.
January	0	1	0
February	0	1	0
March	0	1	0
April	0	0	0
May	1	0	1
June	3	0	3
July	3	0	3
August	3	0	3
September	1	0	1
October	1	0	0
November	1	0	0
December	0	0	0

Notes:

1. Two inches of sleet equals one inch of rain. Five inches of wet, heavy snow equals one inch of rain. Fifteen inches of "dry" powder snow equals one inch of rain.

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EXHIBIT B—GEOTECHNICAL BASELINE REPORT SUPPLEMENT TO THE SUPPLEMENTARY CONDITIONS

1.01 Definitions

SC-1.01 Add to the list of definitions in Paragraph 1.01.A by inserting the following as numbered items in their proper alphabetical positions:

1. Geotechnical Baseline Report (GBR)—The interpretive report prepared by or for Owner regarding subsurface conditions at the Site and containing specific baseline geotechnical conditions that may be anticipated or relied upon for establishing a Guaranteed Maximum Price and contract administration purposes, subject to the controlling provisions of the Contract, including the GBR's own terms. The GBR is a Contract Document.

2. Geotechnical Data Report (GDR)—The factual report that collects and presents data regarding actual subsurface conditions at or adjacent to the Site, including Technical Data and other geotechnical data, prepared by or for Owner in support of the Geotechnical Baseline Report. The GDR's content may include logs of borings, trenches, and other site investigations, recorded measurements of subsurface water levels, the results of field and laboratory testing, and descriptions of the investigative and testing programs. The GDR does not include an interpretation of the data. If opinions, or interpretive or speculative non-factual comments or statements appear in a document that is labeled a GDR, such opinions, comments, or statements are not operative parts of the GDR and do not have contractual standing. Subject to that exception, the GDR is a Contract Document.

5.03 Subsurface and Physical Conditions

SC-5.03 Delete Paragraph 5.03 in its entirety and replace with the following:

5.03 Subsurface and Physical Conditions

A. Reports and Drawings—The Supplementary Conditions hereby identify:

1. those reports of explorations and tests of subsurface conditions at or adjacent to the Site, other than any Geotechnical Data Report or Geotechnical Baseline Report, that contain Technical Data. Such reports are as follows:

a. Report Title— **Marine Geophysical Survey Proposed Subaqueous Force Main Crossing Halifax River Port Orange, Florida**

b. Date of Report— **May 24, 2021**.

c. Technical Data in report upon which CMAR may rely: **The report contains the results of a multi-sensor geophysical survey performed in the Halifax River within the project area. The report documents riverbed and subsurface conditions in the areas where the proposed Horizontal Directional Drill (HDD) alignments are designed.**

2. CMAR may examine copies of reports and drawings identified immediately above that were not included with the Proposal Documents **at 1395 Dunlawton Ave during regular business hours or may request copies from OA, at the cost of reproduction.**

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B. Underground Facilities—Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05, and not in the drawings referred to in Paragraph SC-5.03.A. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.

C. Reliance by CMAR on Technical Data Authorized—CMAR may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then CMAR may rely upon the accuracy of the Technical Data as defined in Paragraph 1.01.A.55.b.

D. Limitations of Other Data and Documents—Except for such reliance on Technical Data, CMAR may not rely upon or make any claim against Owner, OA, or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. the completeness of such reports and drawings for CMAR's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by CMAR, and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

3. the contents of other Site-related documents made available to CMAR, such as record drawings from other projects at or adjacent to the Site, or Owner's archival documents concerning the Site; or

4. any CMAR interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

E. Geotechnical Baseline Report

1. This Contract contains a Geotechnical Data Report (GDR), identified as follows: **Geotechnical Engineering Report Force Main Crossing of Halifax River at Dunlawton Avenue, dated November 11, 2022, prepared by Terracon Consultants, Inc. of Winter Park, Florida.**

2. The GBR and GDR are incorporated as Contract Documents. The GBR and GDR are to be used in conjunction with other Contract Documents, including the Drawings and Specifications. If there is a conflict between the terms of the GBR and the GDR, the GBR's terms prevail.

3. The GBR describes certain select subsurface conditions that are anticipated to be encountered by CMAR during construction in specified locations, referred to here in the Supplementary Conditions as "Baseline Conditions". These may include ground, geological, groundwater, and other subsurface geotechnical conditions, and baselines of anticipated Underground Facilities or subsurface structures.

4. The Baseline Conditions will be used to assist in the administration of the Contract's differing site conditions clause at locations where subsurface conditions have been baselined. If a condition is baselined in the GBR, then only the pertinent Baseline Conditions will be used to determine whether there is a differing site condition; and no other indication of that condition in the Contract Documents or Technical Data, or of a

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condition that describes, quantifies, or measures a similar characteristic of the subsurface, will be used for the differing site condition determination.

5. The Baseline Conditions will not be used to make differing site conditions determinations at locations that have not been baselined in the GBR, or at any location with respect to subsurface conditions that the Baseline Conditions do not address. If Underground Facilities or Hazardous Environmental Conditions are expressly addressed in the Baseline Conditions, then comparison to such Baseline Conditions will be the primary means of determining (a) whether an Underground Facility was shown or indicated with reasonable accuracy, as provided in Paragraph 5.05.B of the General Conditions, or (b) whether a Hazardous Environmental Condition was shown or indicated in the Contract Documents as indicated in Paragraph 5.06.E of the General Conditions. As indicated in Paragraph SC-5.04 below, the GDR will be the primary resource for differing site conditions determinations in cases in which the GBR is inapplicable.

6. The descriptions of subsurface conditions provided in the GBR are based on geotechnical investigations, laboratory tests, interpretation, interpolation, extrapolation, and analyses. Neither Owner, OA, Engineer, nor any geotechnical or other consultant warrants or guarantees that actual subsurface conditions will be as described in the GBR, nor is the GBR intended to warrant or guarantee the use of specific means or methods of construction.

7. The behavior of the ground during construction depends substantially upon the CMAR's selected means, methods, techniques, sequences, and procedures of construction. If ground behavior conditions are baselined in the GBR, they are based on stated assumptions regarding construction means and methods.

8. The GBR will not reduce or relieve CMAR of its responsibility for the planning, selection, and implementation of safety precautions and programs incident to CMAR's means, methods, techniques, sequences, and procedures of construction, or to the Work.

5.04 Differing Subsurface or Physical Conditions

SC-5.04 Delete Paragraph 5.04 in its entirety and replace with the following:

5.04 Differing Subsurface or Physical Conditions

A. Notice—If CMAR believes that any subsurface condition that is uncovered or revealed at the Site:

1. differs materially from conditions shown or indicated in the GBR; or

2. differs materially from conditions shown or indicated in the GDR, to the extent the GBR is inapplicable; or

3. differs materially from conditions shown or indicated in Contract Documents other than the GBR or GDR, to the extent the GBR and GDR are inapplicable; or

4. to the extent the GBR and GDR are inapplicable, is of such a nature as to establish that any Technical Data on which CMAR is entitled to rely as provided in Paragraph 5.03 is materially inaccurate; or

5. to the extent the GBR and GDR are inapplicable, is of such a nature as to require a change in the Drawings or Specifications; or

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6. to the extent the GBR and GDR are inapplicable, is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then CMAR shall, promptly after becoming aware thereof and before further disturbing the subsurface conditions or performing any Work in connection therewith, except in an emergency as required by Paragraph 7.18, notify Owner and OA in writing about such condition. CMAR shall not further disturb such condition or perform any Work in connection therewith, except with respect to an emergency, until receipt of a written statement permitting CMAR to do so.

B. OA's Review—After receipt of written notice as required by the preceding paragraph, OA, in consultation with the Engineer, will promptly review the subsurface or physical condition in question; determine the necessity of Owner's obtaining additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph SC-5.04.A above; obtain any pertinent cost or schedule information from CMAR; prepare recommendations to Owner regarding the CMAR's resumption or continuation of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of OA's findings, conclusions, and recommendations.

C. Owner's Statement to CMAR Regarding Site Conditions—After receipt of Owner's response and instructions regarding the OA's written findings, conclusions, and recommendations, OA will issue a written statement to CMAR regarding the subsurface or physical condition in question, addressing the resumption or continuation of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and informing CMAR of OA's written findings, conclusions, and recommendations, as revised based on Owner's response and instructions.

D. Early Resumption of Work—If at any time OA, in consultation with the Engineer, determines that Work in connection with the subsurface or physical condition in question may resume prior to completion of OA's review or OA's issuance of its statement to CMAR, because the condition in question has been adequately documented, and analyzed on a preliminary basis, then the OA may instruct CMAR to resume such Work.

E. Possible Price and Times Adjustments

1. CMAR shall be entitled to an equitable adjustment in Guaranteed Maximum Price or Contract Times, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in CMAR's cost of, or time required for, performance of the Work; subject, however, to the following:

    a. such condition must fall within any one or more of the categories described in Paragraph SC-5.04.A;

    b. with respect to Work that is paid for on a unit price basis, any adjustment in Guaranteed Maximum Price will be subject to the provisions of Paragraph 13.02 of the General Conditions; and

    c. CMAR's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E.

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2. CMAR shall not be entitled to any adjustment in the Guaranteed Maximum Price or Contract Times with respect to a subsurface or physical condition if:

   a. CMAR knew of the existence of such condition at the time CMAR made a commitment to Owner with respect to Guaranteed Maximum Price and Contract Times by the submission of a Proposal or Guaranteed Maximum Price, or otherwise; or

   b. the existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Request for Proposals or Contract Documents to be conducted by or for CMAR prior to CMAR's making such commitment; or

   c. CMAR failed to give the written notice as required by Paragraph SC-5.04.A.

3. If Owner and CMAR agree regarding CMAR's entitlement to and the amount or extent of any adjustment in the Guaranteed Maximum Price or Contract Times, then any such adjustment must be set forth in a Change Order.

4. CMAR may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Guaranteed Maximum Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to CMAR regarding the subsurface or physical condition in question.

F. Underground Facilities; Hazardous Environmental Conditions—Paragraph 5.05 of the General Conditions governs rights and responsibilities regarding the presence or location of Underground Facilities. Paragraph 5.06 of the General Conditions governs rights and responsibilities regarding Hazardous Environmental Conditions. The provisions of Paragraphs SC-5.03 and SC-5.04 are not applicable to the presence or location of Underground Facilities, or to Hazardous Environmental Conditions.

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HUMAN TRAFFICKING AFFIDAVIT
(SECTION 787.06, FLORIDA STATUTES)

STATE OF FL §
§
COUNTY OF Seminole §

The undersigned ("Affiant"), on behalf of the entity listed below ("Entity"), after being duly sworn, hereby attests as follows:

1. My name is Patrick J Hewitt. I am over the age of Twenty-one years old. I am the COO (Title) of Wharton Smith 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: DEC 3, 2025

Signed: P. J. Hewitt
Print Name: Patrick J. Hewitt
Title: COO

SUBSCRIBED AND SWORN before me by means of [✓] physical presence or [__] online notarization on the 3 day of Dec., 2025 by Patrick J. Hewitt as COO on behalf of Wharton Smith Inc. who is personally known to me or who has produced _____ as identification.

(Notary Seal)

DOMINIQUE ARTHUR
MY COMMISSION # HH 456445
EXPIRES: February 19, 2028

Notary Public, State of Florida
Printed name, commission and expiration of commission term

CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 6/16/2026

SUBJECT: (B6c) Approval of Task Authorization No. 19 with Pegasus Engineering, LLC for Post-Award Grant Management Services for the FEMA Hurricane Ian Hazard Mitigation Grant Program (HMGP) Grant to Elevate 13 flood-prone homes - Port Orange Project CD242

DEPARTMENT: Community Development

GOAL: 1 - Public Safety
3 - Quality of Life

RECOMMENDED MOTION: Move to approve Task Authorization No. 19 with Pegasus Engineering, LLC, and authorize the Mayor and City Clerk to execute the associated documents, subject to Resolution No. 26-31.

SUMMARY: Pegasus Engineering, LLC (Pegasus) currently has a contract with the City to assist with the preparation, submission, and post-award management of FEMA grants. Staff is requesting Pegasus's services for post-award grant management of the Hurricane Ian Hazard Mitigation Grant Program (HMGP) Grant, which is for the elevation of thirteen flood-prone homes.

Task Authorization No. 19 is contingent upon approval of the Hurricane Ian HMGP Grant Agreement (No. H1331) between the Florida Division of Emergency Management (FDEM), which manages the HMGP grants, and the City of Port Orange for the elevation of thirteen flood-prone homes (also on this agenda as Resolution No. 26-31). The task authorization, not to exceed $141,400, will cover the post-award grant management services by Pegasus. These services are eligible for 100% federal reimbursement through FEMA's Sub-Recipient Management Cost allocation.

Services provided under this Task Authorization include, but are not limited to:
- Coordination with the City regarding compliance with the Federal procurement standards as an Invitation to Bid (ITB) solicitation for elevation contract(s) is prepared and published by the City.
- Prepare for and conduct a kick-off meeting with the property owners, City staff, and the selected elevation contractor(s) to discuss project details, including the projected schedule by the selected contractor(s) in anticipation of elevation services.
- Prepare for and participate in monthly coordination meetings.
- Assist the City with active coordination with property owners regarding the collection of local match payments and gather documentation of payments to ensure compliance with FEMA’s grant requirements, as applicable.
- Prepare, review, and distribute the required FEMA and/or City forms and contracts to

property owners and City staff.
- Monitor site activities through periodic in-person visits to the project sites.
- Prepare and submit Quarterly Reports and Reimbursement Requests to FDEM.
- Coordinate with City staff regarding paid invoices, canceled checks, and supporting financial documentation.
- Prepare and submit Requests for Reimbursement packages to FDEM, and address any Requests for Information (RFI) from FDEM related to the reimbursement requests.
- Prepare and submit a packet of Final Deliverables, and address any RFI from FDEM regarding the content of the documentation submitted.
- Prepare for and participate in a final inspection of the project sites to be performed by FDEM.

PRESENTER: Tim Burman

ATTACHMENTS:

1.	Task Authorization No 19 - Application for elevation of 13 flood-prone homes	Task Authorization No 19 - Application for elevation of 13 flood-prone homes.pdf
2.	P-230015 Elevation of 13 Homes- Grant Management Services (signed)	P-230015 Elevation of 13 Homes- Grant Management Services (signed).pdf
3.	UPDATED Ian H1331 - Elevation Location Map	UPDATED Ian H1331 - Elevation Location Map.pdf

Margaret Tomlinson	Created/Initiated - 05/26/2026
Tim Burman	Approved - 05/26/2026
Sue Wang	Approved - 05/29/2026
Shannon Balmer	Approved - 06/03/2026
Wayne Clark	Final Approval - 06/04/2026

TASK AUTHORIZATION NO. 19
Contract for Services dated May 16, 2023
Between the City of Port Orange, Florida and Pegasus Engineering, 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 **PEGASUS ENGINEERING, LLC** ("Contractor"), a Florida limited liability corporation with its principal place of business at 301 West State Road 434, Suite 309, Winter Springs, Florida 32708, and hereinafter collectively referred to as the "Parties," and is to that certain Contract for Services dated as specified 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 FEMA Flood Mitigation Assistance (FMA) application for the Elevation of thirteen (13) Flood-Prone Homes, and as more particularly described in Contractor's Proposal, attached hereto and incorporated herein as Task Authorization Exhibit "1."

3. Contractor shall complete the services within two (2) years from the Notice to Proceed issued 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 $141,400.00. 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. *Truth-in-Negotiations*.

   a. For any fixed fee, cost-plus-a-fixed-fee or guaranteed maximum-not-to-exceed compensation professional service contract or compensation in a Task Authorization over $150,000.00, Architect shall execute a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. Any professional service contract or Task Authorization under which such certificate is required must contain a provision that the original contract price or compensation and any additions thereto will be adjusted to exclude any significant sums by which the City determines the contract price or compensation was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract or compensation adjustments must be made within one (1) year following the end of the Contract. Otherwise, such adjustments shall be deemed waived by the Architect and null and void for the purposes of this Contract or Task Authorization. The signature on this Contract by the Architect shall act as the execution of a truth-in-negotiation certificate stating that the wage rates and other factual unit costs supporting the compensation of this Contract are accurate, complete, and current at the time of contracting.

   b. Architect's signature on this Contract or a Task Authorization shall act as execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation set forth in this Contract or a Task Authorization are accurate, complete, and current at the time of contract. The certification shall also constitute an affirmation that Architect has disclosed all debts or fees owed to or that are pending before the City prior to the

execution of this Contract of Task Authorization.

6. *Compliance with Other Federal Standards*.

(a) Remedies. Administrative, contractual, or legal remedies in instances where the Contractor violates or breaches Contract terms. See Paragraph 8 - Termination for Default in the Contract, a draft of which is attached hereto and made apart hereof by reference.

(b) Termination for Convenience and Non-Appropriation of Funds. Termination for convenience by the City, including how it will be carried out and the basis for settlement is set forth in Paragraph 6, in the Contract, a draft of which is attached hereto and made apart hereof by reference. Termination for non-appropriation of funds is set forth in Paragraph 11 of the contract, a draft of which is attached hereto and made apart hereof by reference.

(c) Equal Employment Opportunity: During the performance of this Contract, the Contractor agrees as follows:

(i) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(ii) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(iii) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

(iv) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be

provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(v) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(vi) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(vii) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(viii) The Contractor will include the portion of the sentence immediately preceding paragraph (i) and the provisions of paragraphs (i) through (viii) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency 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 subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided,* that if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the Contract.

The applicant agrees that it will assist and cooperate actively with the administering agency

and the Secretary of Labor in obtaining the compliance of Contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

(d) Davis-Bacon Act: If applicable to this Contract, the Contractor agrees to comply with all provisions of the Davis Bacon Act as amended (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. Contractor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractor must be required to pay wages not less than once a week. This Contract is conditioned upon the acceptance of the Department of Labor Wage Determination. **In situations where the Davis-Bacon Act does not apply, neither does the Copeland "Anti-Kickback" Act.**

When required by the federal program legislation, prime construction contracts over $2,000 awarded by the City require the Contractor to comply with the following provisions from 29 C.F.R. § 5.5(a)(1)-(10), and Contractor must include these provisions in full in any subcontracts:

29 C.F.R. § 5.5 Contract provisions and related matters.
(a) The Agency head shall cause or require the contracting officer to insert in full in any contract in excess of $2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in § 5.1, the following clauses (or any modifications thereof to meet the particular needs of

the agency, *Provided*, That such modifications are first approved by the Department of Labor):

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis–Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein:

Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis–Bacon poster (WH–1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)

(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis–Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding.

The (write in name of Federal Agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis–Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice,

trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.
(3) Payrolls and basic records.
(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis–Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a) (1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis–Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.
(ii)
(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency). The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall

provide them upon request to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency), the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or

cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH– 347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii) (B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the (write the name of the agency) or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees.

(i) Apprentices.

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees.

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less

than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity.

The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements.

The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts.

The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a) (1) through (10) and such other clauses as the (write in the name of the Federal agency) may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment.

A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis–Bacon and Related Act requirements.

All rulings and interpretations of the Davis–Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards.

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include

disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.
(10) Certification of eligibility.
(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis–Bacon Act or 29 CFR 5.12(a)(1)."

(e) Copeland Anti Kick Back Act: Compliance with the Copeland "Anti-Kickback" Act.

Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract.

Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

Breach. A breach of the Contract clauses above may be grounds for termination of the Contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

(f) Contract Work Hours and Safety Standards Act:

For all contracts over $100,000 that involve the employment of mechanics, laborers, and construction work:

(i) Compliance with the Contract Work Hours and Safety Standards Act.

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to

such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) *Subcontracts.* The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

(ii) Further Compliance with the Contract Work Hours and Safety Standards Act.

In addition to the clauses contained in subparagraphs (i)(1) thru (4), hereinabove, in any applicable contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 C.F.R. § 5.1, the Contractor shall comply with the following provisions and insert the same in any applicable contracts with subcontractors:

(1) The Contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the Contract for all laborers and mechanics, including guards and watchmen, working on the Contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

(2) Records to be maintained under this provision shall be made available by the Contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal

Emergency Management Agency, and the Department of Labor, and the Contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

(g) Rights to Inventions Made Under a Contract or Agreement.

(1) Stafford Act Disaster Grants. This requirement does not apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of "funding agreement."

(2) If the FEMA award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II, ¶ F.

(3) The regulation at 37 C.F.R. § 401.2(a) currently defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

(h) Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251– 1387) as amended.

For contracts exceeding $150,000.00, the following provisions apply:

"Clean Air Act"

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by FEMA.

"Federal Water Pollution Control Act"

The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.

The Contractor agrees to report each violation to the City and understands and agrees that the City, in turn, report each violation as required to assure notification to the Florida Division of Emergency Management ("FDEM"), Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by FEMA.

(i) Suspension and Debarment: This Contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the Contractor is required to verify that none of the Contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The Contractor must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by City. If it is later determined that the Contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to City, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

The Contractor agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

(j) Byrd Anti-Lobbying Amendment 31 U.S.C. § 1352 (as amended): Contractors who apply or bid for an award of more than $100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally 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 federal awarding agency.

(k) Procurement of Recovered Materials: Requirements: The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

A. In the performance of this contract, the Contractor shall make maximum use of products

containing recovered materials that are EPA-designated items unless the product cannot be acquired.

1. Competitively within a timeframe providing for compliance with the contract performance schedule;
2. Meeting contract performance requirements; or
3. At a reasonable price.

B. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program

C. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines website, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

(l) Prohibition on Contracting for Covered Telecommunications Equipment or Services.

(i) *Definitions.* As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

(ii) Prohibitions.

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (iii) of this clause applies, the Contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

a. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

b. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

c. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

d Provide, as part of its performance of this Contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(iii) Exceptions.

(1) This clause does not prohibit Contractors from providing—

a. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

b. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to:

a. Covered telecommunications equipment or services that:

1. Are *not used* as a substantial or essential component of any system; *and*
2. Are *not used* as critical technology of any system.

b. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(iv) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (iv)(2) of this clause to the recipient or subrecipient, unless elsewhere in this Contract are established procedures for reporting the information.

(2) The Contractor shall report the following information pursuant to paragraph (iv)(1) of this clause:

a. Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer

part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

b. Within 10 business days of submitting the information in paragraph (iv)(2)(a) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(v) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (v), in all subcontracts and other contractual instruments.

(m) Domestic Preference for Procurements. As appropriate, and to the extent consistent with law, the Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause:

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 mean 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.

(n) Access to Records and Reports:

The Contractor agrees to provide City, Recipient (if applicable), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions.

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

In compliance with section 1225 of the Disaster Recovery Act of 2018, the City and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

(o) Changes. To be allowable under a FEMA grant or cooperative agreement award, the cost of any contract change, modification, amendment, addendum, change order, or constructive change must be necessary, allocable, within the scope of the grant or cooperative agreement, reasonable for the scope

of work, and otherwise allowable. This Contract addresses any potential requests for modifications or changes to the Contract terms as contained herein above.

(p) DHS Seal, LOGO, and Flags. The Contractor shall not use the Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The Contractor shall include this provision in any subcontracts.

(q) Compliance with Federal Laws, Regulations and Executive Orders and Acknowledgement of Federal Funding. This is an acknowledgment that FEMA financial assistance will be used to fund all or a portion of the Contract. The Contractor will comply with all applicable federal law, regulations, and Executive Orders, FEMA policies, procedures, and directives. The Contractor shall comply with all uniform administrative requirements, cost principles, and audit requirements for federal awards. Contractor shall ensure that all subcontracts comply with the same.

(r) No Obligation by Federal Government. The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the City, Contractor, or any other party pertaining to any matter resulting from the Contract.

(s) Program Fraud and False or Fraudulent or Related Acts. The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractors' actions pertaining to this Contract.

(t) Affirmative Socioeconomic Steps. If subcontracts are to be let, the prime Contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(u) Copyright and Data Rights. License and Delivery of Works Subject to Copyright and Data Rights. The Contractor grants to the City, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this Contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this Contract, the Contractor will identify such data and grant to the City or acquires on its behalf a license of the same scope as for data first produced in the performance of this Contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this Contract, the Contractor will deliver to the City data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the City.

(v) Drug Free Workplace Requirements: Drug-free workplace requirements in accordance with Drug Free Workplace Act of 1988 (Pub l 100-690, Title V, Subtitle D). All Contractors entering into Federal funded contracts over $100,000 must comply with Federal Drug Free workplace requirements as Drug Free Workplace Act of 1988. The Contractor shall comply with this requirement.

(w) Mandatory Disclosures: The Contractor must disclose in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.

(x) Record Retention: Contractor will retain all required records pertinent to this contract for a period of five years after closeout of the FEMA grant, beginning on a date as described in 2 C.F.R.

§200.333 and retained in compliance with 2 C.F.R. §200.333. This provision is supplemental to other provisions in this Agreement.

(y) Federal Changes: Contractor shall comply with all applicable Federal agency regulations, policies, procedures and directives, including without limitation those listed directly or by reference, as they may be amended or promulgated from time to time during the term of the Contract.

(z) Safeguarding Personal Identifiable Information: Contractor will take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive by the awarding agency or is considered sensitive consistent with applicable Federal, State and/or local laws regarding privacy and obligations of confidentiality.

(aa) Build America, Buy America Act. If applicable to this Contract, the Contractor shall comply with Build America, Buy America Act ("BABAA"), as part of the Infrastructure Investment and Jobs Act ("IIJA") (Pub. L. 117-58) and BABA provisions of the Act, 41 U.S.C. 8301, unless covered by a waiver.

Contractors and their subcontractors who apply or bid for an award for an infrastructure project subject to the domestic preference requirement in the BABAA shall file the required certification to the non-federal entity with each bid or offer for an infrastructure project, unless a domestic preference requirement is waived by FEMA.

Contractors and subcontractors certify that no federal financial assistance funding for infrastructure projects will be provided unless all the iron, steel, manufactured projects, and construction materials used in the project are produced in the United States. BABAA, Pub. L. No. 117-58, §§ 70901-52. Contractors and subcontractors shall also disclose any use of federal financial assistance for infrastructure projects that do not ensure compliance with BABAA domestic preference requirement. Such disclosures shall be forwarded to the grant recipient who in turn will forward the disclosures to FEMA, the federal awarding agency; subrecipients will forward disclosures to the pass-through entity, who will in turn forward the disclosures to FEMA.

7. If applicable to this Contract, for FEMA financial assistance programs subject to BABAA, Contractor and subcontractors must sign and submit a certification to the next tier (e.g., subcontractors submit to the Contractor; Contractor submits to the City).

8. 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:

PEGASUS ENGINEERING, LLC

_____ By: _____

Printed Name: _____ Fursan Munjed, Managing Member

Date: _____

_____

Printed Name: _____

At this time the City <u>does not</u> accept electronic/digital signatures.
A wet signature is required for this document.

CITY OF PORT ORANGE

By:_____
Scott Stiltner, City Manager

Date:_____

ATTEST:

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

Date:_____

EXHIBIT “1”

Contractor’s Quote

Consisting of 6 Pages

Pegasus ENGINEERING

April 28, 2026 P-230015

Ms. Margaret Tomlinson, RLA, LEED AP
Construction & Engineering Manager
Community Development
City of Port Orange
1000 City Center Circle
Port Orange, Florida 32129

Re: Elevation of 13 Flood-Prone Homes Project
Hazard Mitigation Grant Program (HMGP) under Hurricane Ian
FEMA Project No. 4673-144-R (511)

Subj: Post-Award Grant Management Services

Dear Ms. Tomlinson:

Pegasus Engineering is pleased to submit this proposal to provide Post-Award Grant Management Services for the Elevation of 13 Flood-Prone Homes Project, funded by the Federal Emergency Management Agency (FEMA) as part of the Hazard Mitigation Grant Program (HMGP) under Hurricane Ian, Project No. 4673-144-R (511).

In August 2023, Pegasus Engineering successfully prepared and submitted a comprehensive grant application package on behalf of the City of Port Orange for federal funding consideration through the Florida Division of Emergency Management (FDEM). Following programmatic, engineering, and environmental technical reviews, FDEM recommended the project for funding to FEMA. On March 10, 2026, FEMA officially awarded funding for the project and subsequently on April 22, 2026, FDEM submitted the HMGP Grant Agreement to the City for review and execution. Upon full execution of the agreement by both FDEM and the City, the City of Port Orange may proceed with project implementation.

The 13 flood-prone homes located in Port Orange, Florida, (ZIP Codes 32127 and 32129), that are participating in this residential flood mitigation project under the elevation category are located on:

- Biro Drive
- Fleming Avenue
- Grant Street
- Judges Lane
- Palmetto Street
- Powers Avenue
- Reservation Court
- Riverside Drive
- Venetian Circle

Note that because this project will not be phased by FEMA, the grant agreement between FDEM and the City of Port Orange will allow for turnkey services to be completed by the selected contractor(s), which will include surveying, engineering plans development, permitting services, and elevation work.

This proposal incorporates the following post-award grant management services related to the implementation of the elevation project:

1. Perform a technical review of the grant agreement issued by FDEM, identify the project-specific HMGP grant requirements that the City must comply with, and coordinate with City staff regarding any Pegasus' review comments that will require revisions to the draft grant agreement for further coordination with FDEM.

2. Coordinate with the City regarding compliance with the Federal procurement standards in 2 C.F.R. §§200.318 through 200.327 and required contract provisions in Appendix II to 2 C.F.R. Part 200, as an Invitation to Bid (ITB) solicitation for elevation contract(s) is prepared and published by the City.

3. Prepare for and conduct a kick-off meeting with the property owners, City staff, and the selected elevation contractor(s), to discuss project details, including the projected schedule by the selected contractor(s) in anticipation of the elevation services.

4. Prepare for and participate in monthly coordination meetings with the City and contractor to discuss the progress of the project.

5. Assist the City with active coordination with property owners and/or selected contractor(s) regarding confirmation of participation, key project details, projected schedule, specific site concerns, etc., as needed and throughout the life of the project.

6. Coordinate with the City and property owners regarding the collection of local match payments in anticipation of the elevation work commencement by the contractor(s) and gather documentation of payments to ensure compliance with FEMA's grant requirements, as applicable.

7. Prepare, review, and distribute the required FEMA and/or City forms and contracts to property owners and City staff, and collect all necessary signatures, in compliance with grant requirements.

8. Coordinate with the elevation contractor(s) regarding the progress of the project in anticipation of the quarterly report preparation.

9. Prepare and submit quarterly reports to FDEM, in compliance with the grant agreement requirements, and address any Requests for Information (RFIs) from FDEM staff regarding the content of the quarterly reports.

10. Coordinate with City staff regarding paid invoices, cancelled checks, and supporting financial documentation, as the City incurs expenses related to the project and in compliance with the FEMA-approved scope of work.

11. Prepare and submit Requests for Reimbursement packages to FDEM, and address any Requests for Information (RFI) from FDEM related to the reimbursement requests.

12. Monitor site activities through periodic in-person visits to the project sites.

13. Prepare and submit to FDEM budget increase requests, Period of Performance end date extension requests and/or scope of work modifications, as necessary, and address any Request for Information from FDEM regarding the content of the documentation submitted.

14. Conduct coordination meetings with FDEM staff throughout the life of the project, and as often as needed, per the demands of the project.

15. Coordinate with the City and the selected contractor(s) regarding supporting documentation to the final deliverables, and review the documentation collected to ensure compliance with grant agreement.

16. Coordinate with the property owners and the City regarding the FEMA-approved allowances for temporary living expenses, including actual rental costs incurred by the property owners during the construction work for reimbursement by the City, and as deemed applicable to each of the thirteen (13) project sites.

17. Prepare a packet of final deliverables in accordance with the grant agreement, submit the documentation to FDEM for review as part of the grant close-out efforts, and address any RFI from FDEM regarding the content of the documentation submitted.

18. Prepare for and participate in a final inspection of the project sites that compose this elevation project to be performed by FDEM.

19. Submit all Work Products electronically to the City of Port Orange and FDEM.

20. Prepare Status Reports via Monthly Invoices (Project Administration).

The above-described services will be performed for a not-to-exceed fee of $141,400.00. Reimbursable expenses, including courier services, tolls, mileage, photocopies, plotting, and exhibits incurred in connection with the above-described work, are included within the stated amount and shall be billed in accordance with the pre-approved schedule of fees set forth in the table below.

Grant Program Manager	David Hamstra, P.E.	$195/hr	4 hrs/home	52 hrs	$10,140.00
Grant Project Manager	Leylah Saavedra, P.E.	$185/hr	30 hrs/home	390 hrs	$72,150.00
Grant Management Specialist	Beth Whikehart, P.E.	$150/hr	4 hrs/home	52 hrs	$7,800.00
Senior Designer	Donny Greenough	$120/hr	6 hrs/home	78 hrs	$9,360.00
Grant Manager Assistant	Amber Tirado	$85/hr	20 hrs/home	260 hrs	$22,100.00
Administrative Assistant	Priscilla Villanueva	$85/hr	16 hrs/home	208 hrs	$17,680.00
	Reimbursable expenses (courier, photocopies, plotting, exhibits, etc.)				$2,170.00
				TOTAL FEE	$141,400.00

Note that the outlined fee represents a pre-approved, 100% reimbursable cost to the City under FEMA's sub-recipient management cost guidelines, covering the project's grant management services. Total project funding is structured into three annual allocations of $50,000 (Year 1), $50,000 (Year 2), and $41,400 (Year 3) respectively, for a total post-award sub-recipient management cost contract amount of $141,400.

We look forward to continuing to serve the City of Port Orange on this important residential flood protection project by providing post-award grant management services to the City for the benefit of the affected property owners. If you have any questions, please contact me directly at 407-992-9160, extension 309, or by email at david@pegasusengineering.net.

Very truly yours,

PEGASUS ENGINEERING, LLC

David W. Hamstra, P.E.
Stormwater Department Manager

cc: Valerie Duhl, City of Port Orange
Leylah Saavedra, Pegasus Engineering

Elevation of 13 Flood-Prone Homes Project
Hazard Mitigation Grant Program (HMGP) under Hurricane Ian
FEMA Project No. 4673-144-R (511)

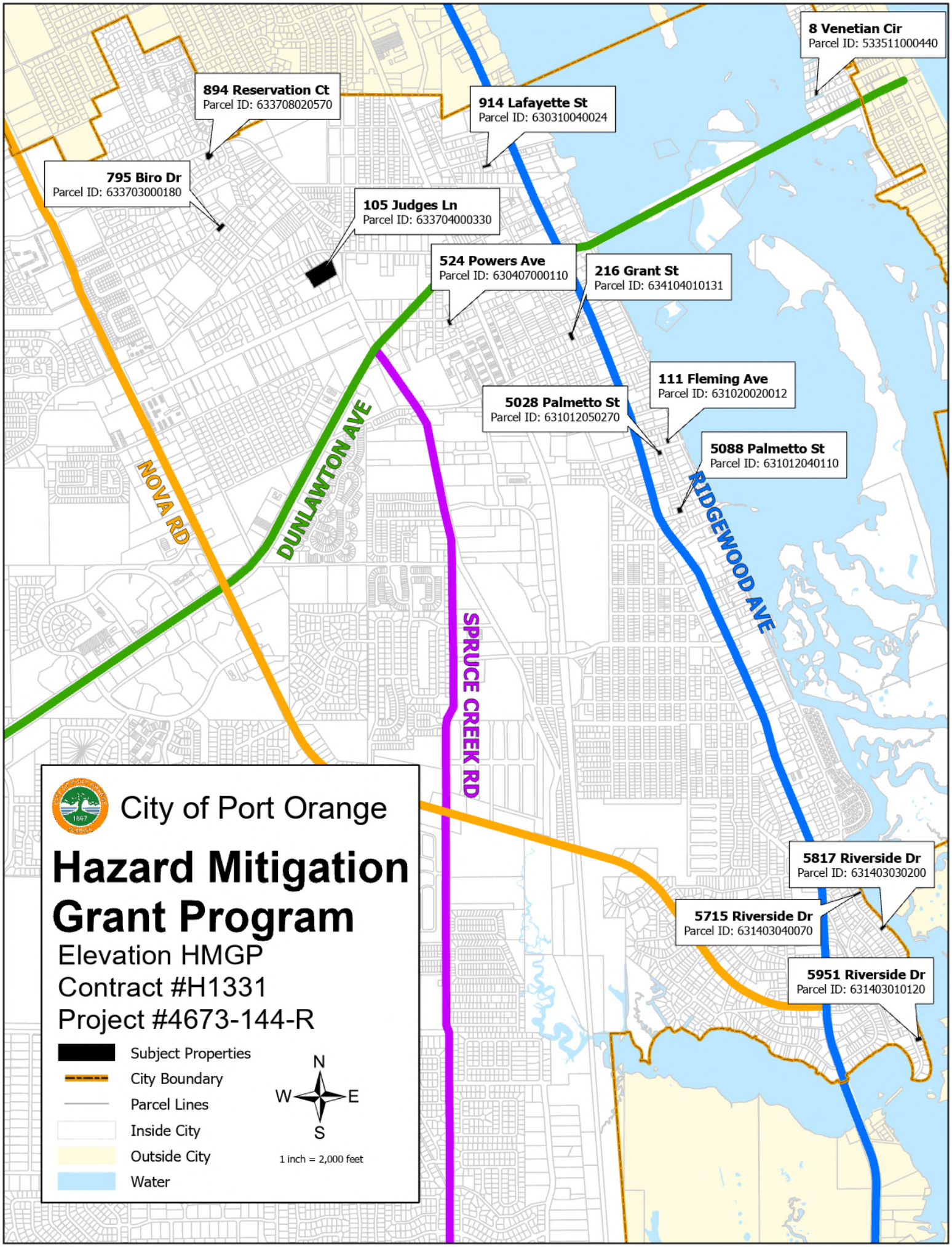
POST AWARD GRANT MANAGEMENT SERVICES

Approved for Pegasus Engineering, LLC

Fursan Munjed, P.E.	Principal Officer's Title	April 28, 2026 Date

Proposal is hereby accepted, and authorization to proceed is hereby given.
(Please return one executed copy of this proposal for our Pegasus Engineering records.)

Authorized Signature	Officer's Title	Date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Parcel ID: 633703000180
105 Judges Ln
Parcel ID: 633704000330
524 Powers Ave
Parcel ID: 630407000110
216 Grant St
Parcel ID: 634104010131
111 Fleming Ave
Parcel ID: 631020020012
5028 Palmetto St
Parcel ID: 631012050270
5088 Palmetto St
Parcel ID: 631012040110
NOVA RD
DUNLAWTON AVE
SPRUCE CREEK RD
RIDGEWOOD AVE
5817 Riverside Dr
Parcel ID: 631403030200
5715 Riverside Dr
Parcel ID: 631403040070
5951 Riverside Dr
Parcel ID: 631403010120
City of Port Orange
Hazard Mitigation Grant Program
Elevation HMGP
Contract #H1331
Project #4673-144-R
Subject Properties
City Boundary
Parcel Lines
Inside City
Outside City
Water
N
W
E
S
1 inch = 2,000 feet

Pegasus ENGINEERING

April 28, 2026 P-230015

Ms. Margaret Tomlinson, RLA, LEED AP
Construction & Engineering Manager
Community Development
City of Port Orange
1000 City Center Circle
Port Orange, Florida 32129

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Hazard Mitigation Grant Program (HMGP) under Hurricane Ian
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Very truly yours,

PEGASUS ENGINEERING, LLC

David W. Hamstra, P.E.
Stormwater Department Manager

cc: Valerie Duhl, City of Port Orange
Leylah Saavedra, Pegasus Engineering

Elevation of 13 Flood-Prone Homes Project
Hazard Mitigation Grant Program (HMGP) under Hurricane Ian
FEMA Project No. 4673-144-R (511)

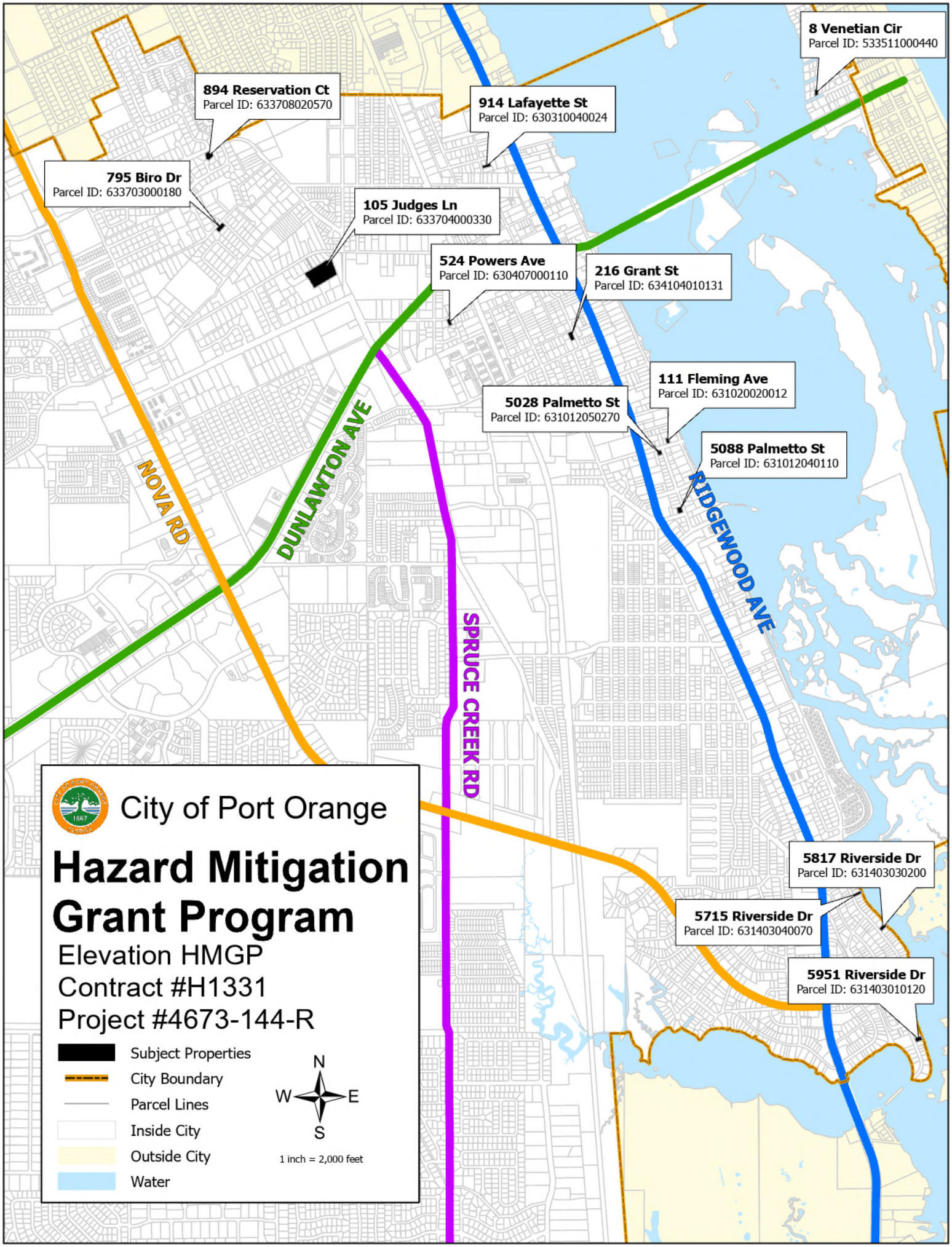
POST AWARD GRANT MANAGEMENT SERVICES

Approved for Pegasus Engineering, LLC

Fursan Munjed, P.E.	Principal Officer's Title	April 28, 2026 Date

Proposal is hereby accepted, and authorization to proceed is hereby given.
(Please return one executed copy of this proposal for our Pegasus Engineering records.)

Authorized Signature	Officer's Title	Date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105 Judges Ln
Parcel ID: 633704000330
524 Powers Ave
Parcel ID: 630407000110
216 Grant St
Parcel ID: 634104010131
111 Fleming Ave
Parcel ID: 631020020012
5028 Palmetto St
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Parcel ID: 631012040110
NOVA RD
DUNLAWTON AVE
SPRUCE CREEK RD
RIDGEWOOD AVE
5817 Riverside Dr
Parcel ID: 631403030200
5715 Riverside Dr
Parcel ID: 631403040070
5951 Riverside Dr
Parcel ID: 631403010120
City of Port Orange
Hazard Mitigation Grant Program
Elevation HMGP
Contract #H1331
Project #4673-144-R
Subject Properties
City Boundary
Parcel Lines
Inside City
Outside City
Water
N
W
E
S
1 inch = 2,000 feet

CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 6/16/2026

SUBJECT: (B6d) Approval of Task Authorization No. 20 with Pegasus Engineering, LLC for Post-Award Grant Management Services for the FEMA Hurricane Nicole Hazard Mitigation Grant Program (HMGP) Grant to Demolish and Reconstruct one flood-prone home - Port Orange Project CD241

DEPARTMENT: Community Development

GOAL: 1 - Public Safety
3 - Quality of Life

RECOMMENDED MOTION: Move to approve Task Authorization No. 20 with Pegasus Engineering, and authorize the Mayor and City Clerk to execute the associated documents, subject to approval of Resolution No. 26-30.

SUMMARY: Pegasus Engineering, LLC (Pegasus) currently has a contract with the City to assist with the preparation, submission, and post-award management of FEMA grants. Staff is requesting Pegasus's services for post-award grant management of the Hurricane Nicole Hazard Mitigation Grant Program (HMGP) Grant, which is for the demolition and reconstruction of one flood-prone home.

Task Authorization No. 20 is contingent upon approval of the Hurricane Nicole HMGP Grant Agreement (No. H1301) between the Florida Division of Emergency Management (FDEM), which manages the HMGP grants, and the City of Port Orange for the demolition and reconstruction of one flood-prone home (also on this agenda as Resolution No. 26-30). The task authorization, not to exceed $28,200, will cover the post-award grant management services by Pegasus. These services are eligible for 100% federal reimbursement through FEMA's Sub-Recipient Management Cost allocation.

Services provided under this Task Authorization include, but are not limited to:

- Coordination with the City regarding compliance with the Federal procurement standards as an Invitation to Bid (ITB) solicitation for the demolition and reconstruction contract(s) prepared and published by the City.
- Prepare for and conduct a kick-off meeting with the property owners, City staff, and the selected contractor to discuss project details, including the projected schedule by the selected contractor(s) in anticipation of the demolition and reconstruction services.
- Prepare for and participate in monthly coordination meetings.
- Assist the City with active coordination with property owners regarding the collection of local match payments and gather documentation of payments to ensure compliance with FEMA’s grant requirements, as applicable.

- Prepare, review, and distribute the required FEMA and/or City forms and contracts to property owners and City staff.
- Monitor site activities through periodic in-person visits to the project site.
- Prepare and submit Quarterly Reports and Reimbursement Requests to FDEM.
- Coordinate with City staff regarding paid invoices, canceled checks, and supporting financial documentation.
- Prepare and submit Requests for Reimbursement packages to FDEM, and address any Requests for Information (RFI) from FDEM related to the reimbursement requests.
- Prepare and submit a packet of Final Deliverables, and address any RFI from FDEM regarding the content of the documentation submitted.
- Prepare for and participate in a final inspection of the project site to be performed by FDEM.

PRESENTER: Tim Burman

ATTACHMENTS:

1.	Task Authorization No 20 - Application for mitigation reconstruction of 1 flood prone home	Task Authorization No 20 - Application for mitigation reconstruction of 1 flood prone home.pdf
2.	P-230016 Mitigation Reconstruction of a FP Home - Grant Management Services (signed)	P-230016 Mitigation Reconstruction of a FP Home - Grant Management Services (signed).pdf
3.	UPDATED Nicole H1301 - Demolition Location Map	UPDATED Nicole H1301 - Demolition Location Map.pdf

Margaret Tomlinson	Created/Initiated - 05/26/2026
Tim Burman	Approved - 05/26/2026
Sue Wang	Approved - 05/29/2026
Shannon Balmer	Approved - 06/03/2026
Wayne Clark	Final Approval - 06/04/2026

TASK AUTHORIZATION NO. 20
Contract for Services dated May 16, 2023
Between the City of Port Orange, Florida and Pegasus Engineering, 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 **PEGASUS ENGINEERING, LLC** ("Contractor"), a Florida limited liability corporation with its principal place of business at 301 West State Road 434, Suite 309, Winter Springs, Florida 32708, and hereinafter collectively referred to as the "Parties," and is to that certain Contract for Services dated as specified 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 FEMA Flood Mitigation Assistance (FMA) application for the Mitigation Reconstruction of one (1) Flood-Prone Homes, and as more particularly described in Contractor's Proposal, attached hereto and incorporated herein as Task Authorization Exhibit "1."

3. Contractor shall complete the services within two (2) years from the Notice to Proceed issued 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 $28,200.00. 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. *Truth-in-Negotiations*.

   a. For any fixed fee, cost-plus-a-fixed-fee or guaranteed maximum-not-to-exceed compensation professional service contract or compensation in a Task Authorization over $150,000.00, Architect shall execute a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. Any professional service contract or Task Authorization under which such certificate is required must contain a provision that the original contract price or compensation and any additions thereto will be adjusted to exclude any significant sums by which the City determines the contract price or compensation was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract or compensation adjustments must be made within one (1) year following the end of the Contract. Otherwise, such adjustments shall be deemed waived by the Architect and null and void for the purposes of this Contract or Task Authorization. The signature on this Contract by the Architect shall act as the execution of a truth-in-negotiation certificate stating that the wage rates and other factual unit costs supporting the compensation of this Contract are accurate, complete, and current at the time of contracting.

   b. Architect's signature on this Contract or a Task Authorization shall act as execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation set forth in this Contract or a Task Authorization are accurate, complete, and current at the time of contract. The certification shall also constitute an affirmation that Architect has disclosed all debts or fees owed to or that are pending before the City prior to the

execution of this Contract of Task Authorization.

6. *Compliance with Other Federal Standards.*

(a) Remedies. The Contract addresses administrative, contractual, or legal remedies in instances where the Contractor violates or breaches Contract terms. See Contract Paragraph 8 - Termination for Default.

(b) Termination for Cause and Convenience. This Contract addresses termination for cause and for convenience by the City, including how it will be carried out and the basis for settlement. See above Paragraph 6 - Termination for Convenience of the City, Paragraph 8 – Termination for Default and Paragraph 11 - Termination for Non-Appropriation of Funds.

(c) Equal Employment Opportunity: During the performance of this Contract, the Contractor agrees as follows:

(i) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(ii) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(iii) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

(iv) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(v) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(vi) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(vii) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(viii) The Contractor will include the portion of the sentence immediately preceding paragraph (i) and the provisions of paragraphs (i) through (viii) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency 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 subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the Contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

(d) Davis-Bacon Act: If applicable to this Contract, the Contractor agrees to comply with all provisions of the Davis Bacon Act as amended (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. Contractor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractor must be required to pay wages not less than once a week. This Contract was conditioned upon the acceptance of the Department of Labor Wage Determination.

If applicable, the City included the provisions at 29 C.F.R. § 5.5(a)(1)-(10) in full below, and Contractor must include these provisions in full in any subcontracts:

29 C.F.R. § 5.5 Contract provisions and related matters.

"(a) The Agency head shall cause or require the contracting officer to insert in full in any contract in excess of $2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts

listed in § 5.1, the following clauses (or any modifications thereof to meet the particular needs of the agency, Provided, That such modifications are first approved by the Department of Labor):

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis–Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein:

Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis–Bacon poster (WH–1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or

(C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis–Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. The (write in name of Federal Agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis–Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis–Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)

(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis–Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency). The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency), the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or

cash equivalents for the classification of work performed, as specified in the applicable wage determination

incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH– 347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)

(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the (write the name of the agency) or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees—

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a) (1) through (10) and such other clauses as the (write in the name of the Federal agency) may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis–Bacon and Related Act requirements. All rulings and interpretations of the Davis–Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis–Bacon Act or 29 CFR 5.12(a)(1)."

(e) Copeland Anti Kick Back Act: Compliance with the Copeland "Anti-Kickback" Act.

Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract.

Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

Breach. A breach of the Contract clauses above may be grounds for termination of the Contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

(f) Contract Work Hours and Safety Standards Act:

(i) Compliance with the Contract Work Hours and Safety Standards Act.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section

(ii) Further Compliance with the Contract Work Hours and Safety Standards Act. This provision is required for contracts that are only subject to Contract Work Hours and Safety Standards Act and are not subject to the other statutes in 29 C.F.R. § 5.1 where an additional contract provision is required:

(1) The Contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the Contract for all laborers and mechanics, including guards and watchmen, working on the Contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

(2) Records to be maintained under this provision shall be made available by the Contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the Contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

(g) Rights to Inventions Made Under a Contract or Agreement: If the Federal award meets the definition of ‘‘funding agreement’’ under 37 CFR § 401.2 (a) and the Contractor wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that ‘‘funding agreement,’’ the Contractor must comply with the requirements of 37 CFR Part 401,‘‘Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,’’ and any implementing regulations issued by the awarding agency.

(h) Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251– 1387) as amended.

"Clean Air Act"

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by FEMA.

"Federal Water Pollution Control Act"

The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.

The Contractor agrees to report each violation to the City and understands and agrees that the City, in turn, report each violation as required to assure notification to the Recipient (if applicable), Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by FEMA.

(i) Suspension and Debarment: This Contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the Contractor is required to verify that none of the Contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The Contractor must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by City. If it is later determined that the Contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to City, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

(j) Byrd Anti-Lobbying Amendment 31 U.S.C. § 1352 (as amended): Contractors who apply or bid for an award of more than $100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally 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 federal awarding agency.

(k) Procurement of Recovered Materials: Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

In the performance of this Contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired

Competitively within a timeframe providing for compliance with the contract performance schedule;

Meeting contract performance requirements; or

At a reasonable price.

Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

(l) Prohibition on Contracting for Covered Telecommunications Equipment or Services.

(i) Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

(ii) Prohibitions.

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (iii) of this clause applies, the Contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

a. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

b. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

c. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

d Provide, as part of its performance of this Contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(iii) Exceptions.

(1) This clause does not prohibit Contractors from providing—

a. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

b. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to:

a. Covered telecommunications equipment or services that:

1. Are not used as a substantial or essential component of any system; and

2. Are not used as critical technology of any system.

b. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(i) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other

source, the Contractor shall report the information in paragraph (iv)(2) of this clause to the recipient or subrecipient, unless elsewhere in this Contract are established procedures for reporting the information.

(2) The Contractor shall report the following information pursuant to paragraph (iv)(1) of this clause:

a. Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

b. Within 10 business days of submitting the information in paragraph (iv)(2)(a) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(v) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (v), in all subcontracts and other contractual instruments.

(m) Domestic Preference for Procurements. As appropriate, and to the extent consistent with law, the Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

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 mean 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.

(n) Access to Records and Reports:

The Contractor agrees to provide City, Recipient (if applicable), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions.

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

In compliance with section 1225 of the Disaster Recovery Act of 2018, the City and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

(o) Changes. To be allowable under a FEMA grant or cooperative agreement award, the cost of any Contract change, modification, amendment, addendum, Change Order, or constructive change must be necessary, allocable, within the scope of the grant or cooperative agreement, reasonable for the scope of work, and otherwise allowable. This Contract addresses any potential requests for modifications or changes to the Contract terms. See above Paragraph 15 - Modifications or Changes to this Contract.

(p) DHS Seal, LOGO, and Flags. The Contractor shall not use the Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The Contractor shall include this provision in any subcontracts.

(q) Compliance with Federal Laws, Regulations and Executive Orders and Acknowledgement of Federal Funding. This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the Contract. The Contractor will comply with all applicable federal law, regulations, and Executive Orders, FEMA policies, procedures, and directives. The Contractor shall comply with all uniform administrative requirements, cost principles, and audit requirements for federal awards. Contractor shall ensure that all subcontracts comply with the same.

(r) No Obligation by Federal Government. The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the City, Contractor, or any other party pertaining to any matter resulting from the Contract.

(s) Program Fraud and False or Fraudulent or Related Acts. The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractors' actions pertaining to this Contract.

(t) Affirmative Socioeconomic Steps. If subcontracts are to be let, the prime Contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(u) Copyright and Data Rights. License and Delivery of Works Subject to Copyright and Data Rights. The Contractor grants to the City, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this Contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this Contract, the Contractor will identify such data and grant to the City or acquires on its behalf a license of the same scope as for data first produced in the performance of this Contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this Contract, the Contractor will deliver to the City data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the City.

(v) Drug Free Workplace Requirements: Drug-free workplace requirements in accordance with Drug Free Workplace Act of 1988 (Pub l 100-690, Title V, Subtitle D). All Contractors entering into Federal funded contracts over $100,000 must comply with Federal Drug Free workplace requirements as Drug Free Workplace Act of 1988. The Contractor shall comply with this requirement.

(w) Mandatory Disclosures: The Contractor must disclose in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.

(x) Record Retention: Contractor will retain all required records pertinent to this contract for a period of five years after closeout of the FEMA grant, beginning on a date as described in 2 C.F.R. §200.334 and retained in compliance with 2 C.F.R. §200.334. This provision is supplemental to other provisions in this Agreement.

(y) Federal Changes: Contractor shall comply with all applicable Federal agency regulations, policies, procedures and directives, including without limitation those listed directly or by reference, as they may be amended or promulgated from time to time during the term of the Contract.

(z) Safeguarding Personal Identifiable Information: Contractor will take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive by the awarding agency or is considered sensitive consistent with applicable Federal, State and/or local laws regarding privacy and obligations of confidentiality.

30. Build America, Buy America Act. If applicable to this Contract, the Contractor shall comply with Build America, Buy America Act ("BABAA"), as part of the Infrastructure Investment and Jobs Act ("IIJA") (Pub. L. 117-58) and BABA provisions of the Act, 41 U.S.C. 8301, unless covered by a waiver.

Contractors and their subcontractors who apply or bid for an award for an infrastructure project subject to the domestic preference requirement in the BABAA shall file the required certification to the non-federal entity with each bid or offer for an infrastructure project, unless a domestic preference requirement is waived by FEMA.

Contractors and subcontractors certify that no federal financial assistance funding for infrastructure projects will be provided unless all the iron, steel, manufactured projects, and construction materials used in the project are produced in the United States. BABAA, Pub. L. No. 117-58, §§ 70901-52. Contractors and subcontractors shall also disclose any use of federal financial assistance for infrastructure projects that do not ensure compliance with BABAA domestic preference requirement. Such disclosures shall be forwarded to the grant recipient who in turn will forward the disclosures to FEMA, the federal awarding agency; subrecipients will forward disclosures to the pass-through entity, who will in turn forward the disclosures to FEMA.

If applicable to this Contract, for FEMA financial assistance programs subject to BABAA, Contractor and subcontractors must sign and submit a certification to the next tier (e.g., subcontractors submit to the Contractor; Contractor submits to the City).

7. If applicable to this Contract, for FEMA financial assistance programs subject to BABAA, Contractor and subcontractors must sign and submit a certification to the next tier (e.g., subcontractors submit to the Contractor; Contractor submits to the City).

8. 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:

PEGASUS ENGINEERING, LLC

_____ By: _____

Printed Name: _____ Fursan Munjed, Managing Member

Date: _____

_____

Printed Name: _____

At this time the City <u>does not</u> accept electronic/digital signatures.
A wet signature is required for this document.

CITY OF PORT ORANGE

By:_____
Scott Stiltner, City Manager

Date:_____

ATTEST:

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

Date:_____

EXHIBIT “1”

Contractor’s Quote

Consisting of 5 Pages

Pegasus ENGINEERING

April 28, 2026 P-230016

Ms. Margaret Tomlinson, RLA, LEED AP
Construction & Engineering Manager
Community Development
City of Port Orange
1000 City Center Circle
Port Orange, Florida 32129

Re: Mitigation Reconstruction of a Flood-Prone Home Project
Hazard Mitigation Grant Program (HMGP) under hurricane Nicole
FEMA Project No. 4680-029-R (130)

Subj: Post-Award Grant Management Services

Dear Ms. Tomlinson:

Pegasus Engineering is pleased to submit this proposal to provide Post-Award Grant Management Services for the Mitigation Reconstruction of a Flood-Prone Home Project, funded by the Federal Emergency Management Agency (FEMA) as part of the Hazard Mitigation Grant Program (HMGP) under Hurricane Nicole, Project No. 4680-029-R (130).

In October 2023, Pegasus Engineering successfully prepared and submitted a comprehensive grant application package on behalf of the City of Port Orange for federal funding consideration through the Florida Division of Emergency Management (FDEM). Following programmatic, engineering, and environmental technical reviews, FDEM recommended the project for funding to FEMA. On March 9, 2026, FEMA officially awarded funding for the project and subsequently on April 24, 2026, FDEM submitted the HMGP Grant Agreement to the City for review and execution. Upon full execution of the agreement by FDEM and the City, the City of Port Orange may proceed with project implementation.

The flood-prone residential property participating in this flood mitigation project under the mitigation reconstruction category is located on Cypress in the Wood, Port Orange 32129. Note that because this project will not be phased by FEMA, the HMGP contract will encompass all components of the project's scope of work as part of the same contract.

This proposal incorporates the following post-award grant management services related to the implementation of the mitigation reconstruction project, which will be the responsibility of Pegasus Engineering:

1. Perform a technical review of the grant agreement issued by FDEM, identify the project-specific HMGP grant requirements that the City must comply with, and coordinate with City staff regarding any Pegasus' review comments that will require revisions to the draft grant agreement for further coordination with FDEM.

2. Coordinate with the City regarding compliance with the Federal procurement standards in 2 C.F.R. §§200.318 through 200.327 and required contract provisions in Appendix II to 2 C.F.R. Part 200, as an Invitation to Bid (ITB) solicitation for the demolition and reconstruction contract (s) prepared and published by the City.

3. Prepare for and conduct a kick-off meeting with the property owners, City staff, and the selected contractor, to discuss project details, including the projected schedule by the selected contractor in anticipation of the demolition and reconstruction services.

4. Prepare for and participate in monthly coordination meetings with the City and contractor to discuss the progress of the project.

5. Assist the City with active coordination with property owners and/or selected contractor regarding confirmation of participation, key project details, projected schedule, specific site concerns, etc., as needed and throughout the life of the project.

6. Coordinate with the City and property owners regarding the collection of the local match payment in anticipation of the demolition and reconstruction work commencement by the contractor and gather documentation of payments to ensure compliance with FEMA's grant requirements.

7. Prepare, review, and distribute the required FEMA and/or City forms and contracts to property owners and City staff, and collect all necessary signatures, in compliance with grant requirements.

8. Coordinate with the construction contractor regarding the progress of the project in anticipation of the quarterly report preparation.

9. Prepare and submit quarterly reports to FDEM, in compliance with the grant agreement requirements, and address any Requests for Information (RFIs) from FDEM staff regarding the content of the quarterly reports.

10. Coordinate with City staff regarding paid invoices, cancelled checks, and supporting financial documentation, as the City incurs expenses related to the project and in compliance with the FEMA-approved scope of work.

11. Prepare and submit Requests for Reimbursement packages to FDEM, and address any Requests for Information (RFI) from FDEM related to the reimbursement requests.

12. Monitor site activities through periodic in-person visits to the project site.

13. Prepare and submit to FDEM budget increase requests, Period of Performance end date extension requests and/or scope of work modifications, as necessary, and address any Request for Information from FDEM regarding the content of the documentation submitted.

14. Conduct coordination meetings with FDEM staff throughout the life of the project, and as often as needed, per the demands of the project.

15. Coordinate with the City and the selected contractor regarding supporting documentation to the final deliverables, and review the documentation collected to ensure compliance with grant agreement.

16. Coordinate with the property owners and the City regarding the FEMA-approved allowances for temporary living expenses, including actual rental costs incurred by the property owners during the construction work for reimbursement by the City.

17. Prepare a packet of final deliverables in accordance with the grant agreement, submit the documentation to FDEM for review as part of the grant close-out efforts, and address any RFI from FDEM regarding the content of the documentation submitted.

18. Prepare for and participate in a final inspection of the property site, to be performed by FDEM.

19. Submit all Work Products electronically to the City of Port Orange and FDEM.

20. Prepare Status Reports via Monthly Invoices (Project Administration).

The above-described services will be performed for a not-to-exceed fee of **$28,200.00**. Reimbursable expenses, including courier services, tolls, mileage, photocopies, plotting, and exhibits incurred in connection with the above-described work, are included within the stated amount and shall be billed in accordance with the pre-approved schedule of fees set forth in the table below.

Grant Program Manager	David Hamstra, P.E.	$195/hr	24 hrs	$4,680.00
Grant Project Manager	Leylah Saavedra, P.E.	$185/hr	70 hrs	$12,950.00
Grant Management Specialist	Beth Whikehart, P.E.	$150/hr	6 hrs	$900.00
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We look forward to continuing to serve the City of Port Orange on this important residential flood protection project by providing post-award grant management services to the City for the benefit of the affected property owners. If you have any questions, please contact me directly at 407-992-9160, extension 309, or by email at david@pegasusengineering.net.

Very truly yours,

PEGASUS ENGINEERING, LLC

David W. Hamstra, P.E.
Stormwater Department Manager

cc: Valerie Duhl, City of Port Orange
Leylah Saavedra, Pegasus Engineering, LLC

Mitigation Reconstruction of a Flood-Prone Home Project
Hazard Mitigation Grant Program (HMGP) under Hurricane Nicole
FEMA Project No. 4680-029-R (130)

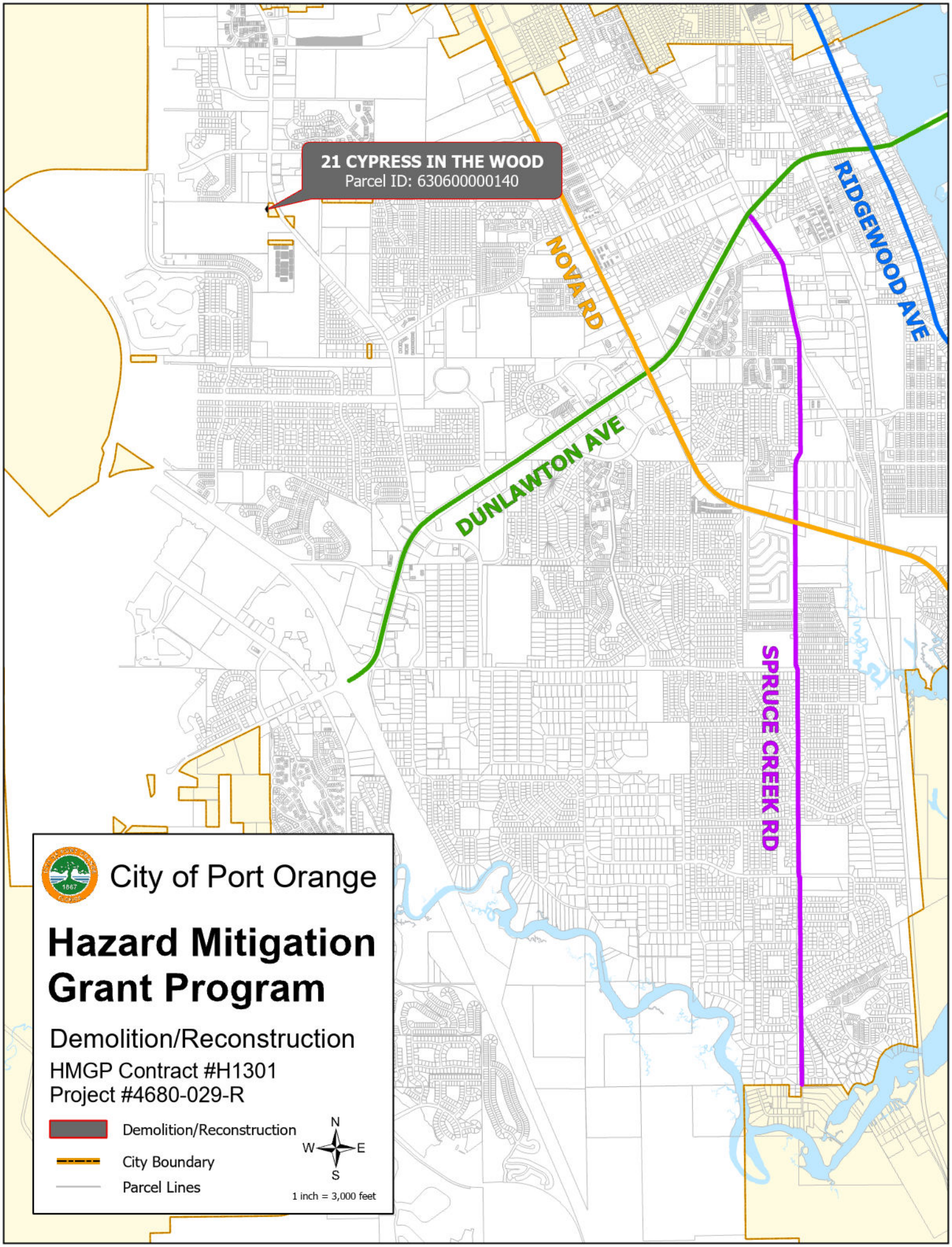
POST AWARD GRANT MANAGEMENT SERVICES

Approved for Pegasus Engineering, LLC

Fursan Munjed, P.E.	Principal Officer's Title	April 28, 2026 Date

Proposal is hereby accepted, and authorization to proceed is hereby given.
(Please return one executed copy of this proposal for our Pegasus Engineering records.)

Authorized Signature	Officer's Title	Date


21 CYPRESS IN THE WOOD
Parcel ID: 630600000140
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RIDGEWOOD AVE
DUNLAWTON AVE
SPRUCE CREEK RD
City of Port Orange
Hazard Mitigation Grant Program
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HMGP Contract #H1301
Project #4680-029-R
Demolition/Reconstruction
City Boundary
Parcel Lines
N
W
E
S
1 inch = 3,000 feet

Pegasus ENGINEERING

April 28, 2026 P-230016

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Construction & Engineering Manager
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Mitigation Reconstruction of a Flood-Prone Home Project
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POST AWARD GRANT MANAGEMENT SERVICES

Approved for Pegasus Engineering, LLC

Fursan Munjed, P.E.	Principal Officer's Title	April 28, 2026 Date

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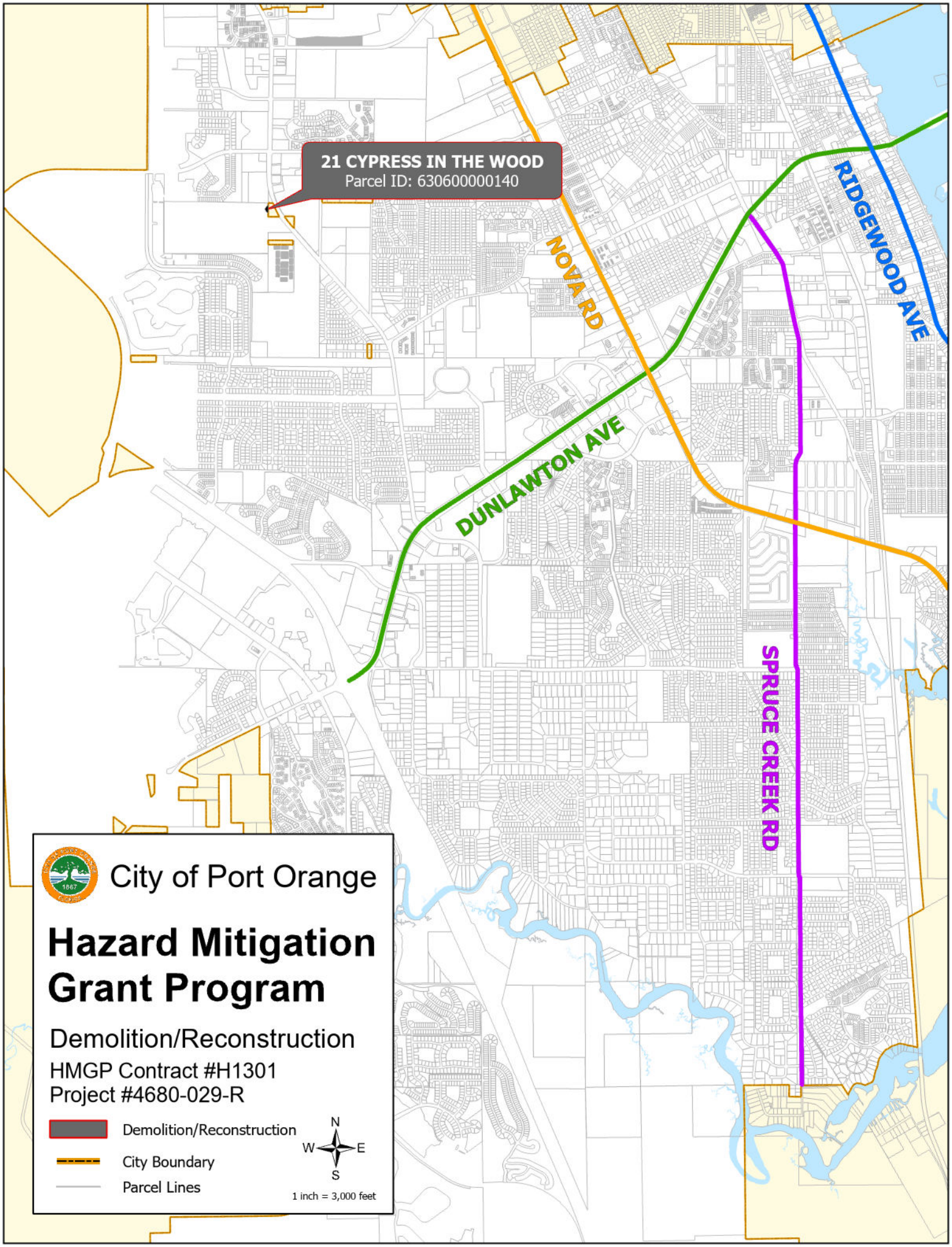
21 CYPRESS IN THE WOOD
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City Boundary
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W
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1 inch = 3,000 feet

CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 6/16/2026

SUBJECT: (B6e) Approval of a Six-Month Extension for the Public Utilities Landscape Maintenance Contract with G&G Outdoors, LLC

DEPARTMENT: Public Utilities

GOAL: 6 - Organizational Excellence

RECOMMENDED MOTION: Move to approve a six-month extension with G&G Outdoors, LLC for Public Utilities Landscape Maintenance and authorize the Mayor and City Clerk to sign all necessary documents.

SUMMARY: Staff is requesting a six-month extension of the current Public Utilities Lift Station landscape maintenance contract with G&G Outdoors, LLC. This extension will ensure services continue without interruption while staff prepares a solicitation anticipated to be issued in late summer or early fall. This additional time will allow staff to review and update service requirements, develop specifications, and position the City to receive more competitive and comprehensive proposals. Awarding the solicitation in the fall also aligns better with contractor availability and budgeting cycles. Extending the existing contract ensures continuity of service and maintains the appearance and safety of the City lift stations and treatment facilities.

PRESENTER: Steve Parnell

ATTACHMENTS:

1.	GG Outdoors LLC Amendment No 3 and Extension	GG Outdoors LLC Amendment No 3 and Extension.pdf
2.	G&G Outdoors, LLC CA8365	G&G Outdoors, LLC CA8365.pdf
3.	Executed Amendment No. 1 G&G Outdoors, LLC (1)	Executed Amendment No. 1 G&G Outdoors, LLC (1).pdf
4.	Amendment No. 2 - G&G Outdoors, LLC	Amendment No. 2 - G&G Outdoors, LLC.pdf
5.	Memo	Memo.pdf
6.	HTA	HTA.pdf
7.	G&G Outdoor Exp. 6-23-26	G&G Outdoor Exp. 6-23-26.pdf
8.	G&G Outdoors Auto Exp 7-12-26	G&G Outdoors Auto Exp 7-12-26.pdf

Amanda Bonin Created/Initiated - 06/01/2026

Steve Parnell	Approved - 06/01/2026
Sue Wang	Approved - 06/02/2026
Matthew Jones	Approved - 06/05/2026
Wayne Clark	Final Approval - 06/05/2026

AMENDMENT NO. 3 AND EXTENSION
TO STANDARD CONTRACT FOR SERVICES DATED MAY 20, 2025

THIS AMENDMENT NO. 3 AND EXTENSION ("Amendment No. 3 and Extension") is made and entered into the day and year set forth hereinafter by and between the **CITY OF PORT ORANGE, FLORIDA**, a Florida municipal corporation located at 1000 City Center Circle, Port Orange, Volusia County, Florida 32129-4144 (the "City"), and **G&G OUTDOORS, LLC** ("Contractor"), a Florida limited liability corporation, whose principal address is 4059 Quail Nest Lane, New Smyrna Beach, Florida 32168. The City and the Contractor are collectively referred to herein as the "Parties."

WHEREAS, on the 20th day of May 2025, Contractor entered into Contract ("Contract"), pursuant to Request for Quote ("RFQ") for Public Utilities Landscape Maintenance Services, with a term of twelve (12) months, in an amount not to exceed $62,644.20; and

WHEREAS, on the 5th day of December 2025, the Parties amended the Contract to include for the year, Seven (7) additional Class D Lift Stations in an amount of $3,267.60, One (1) additional Class C Lift Station in an amount of $4,636.50, and the City Hall Islands in an amount of $933.60, notwithstanding the date of execution, the services commenced on October 1, 2025 and shall not exceed a total price of $8,837.70 for the year, for the above referenced additional services (Amendment No.1); and

WHEREAS, on the 5th day of January 2026, the Parties amended the Contract to include for the year, one (1) additional Class D List Station, for a revised total of Eight (8) additional Class D Lift Stations, from an amount of $3,267.60 to $3,734.40, One (1) additional Class C Lift Station in an amount of $4,636.50, and the City Hall Islands in an amount of $933.60, notwithstanding the date of execution, the services commenced on October 1, 2025, and shall not exceed a total price of $9,304.50 for the year, for the above referenced additional services, from an amount of $8,837.70 for the year, a total Contract amount not to exceed $71,948.70 (Amendment No. 2); and

WHEREAS, for clarity of pricing, the Schedule of Unit Pricing as previously amended, is hereby restated as set forth in Exhibit "1" attached hereto and made part thereof by reference.

WHEREAS, the Parties desire to extend the Contract under the same terms and conditions for a period of six (6) months, notwithstanding the date of execution, commencing on May 20, 2026 and continuing until November 20, 2026, to allow for a City Solicitation to facilitate a new Contract for Public Utilities Landscape Maintenance Services; and

WHEREAS, the Port Orange City Council has determined that the execution of this Amendment No. 3 and Extension is beneficial to the citizens of the City of Port Orange.

NOW, THEREFORE, the Parties, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

The foregoing recitals are true and correct and incorporated herein.

1. The Term of this Contract as amended is hereby renewed and extended. Notwithstanding the date of execution, the Contract term renewal shall commence on May 20, 2026 and continue through the six (6) month extension period, ending on November 20, 2026.

2. For clarity of pricing, the portion of Exhibit 1 titled Schedule of Unit Pricing, as previously amended, is hereby restated as set forth in Exhibit "1" attached hereto and made part hereof by reference.

3. *Counterparts*. This Amendment No. 3 and Extension 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 Amendment No. 3 and Extension 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 Amendment No. 3 and Extension.

4. All other terms and conditions of the Contract shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have signed, sealed, and delivered this Amendment No. 3 and Extension on the day and year stated hereinafter.

G&G OUTDOORS, LLC

By:_____

Ander M. Goiriena, Managing Member

If this Agreement is signed by an individual not identified as the Manager of the company in the records of the Florida Department of State, Division of Corporations, or other legally authorized person, then please provide written authorization for that individual to enter into contracts on behalf of the company..

_____

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 Quote

Consisting of 2 Pages

"ATTACHMENT 1" SCHEDULE OF UNIT PRICING
BID FORM
CITY OF PORT ORANGE

LANDSCAPING SERVICES for PUBLIC UTILITIES FACILITIES & LIFT STATIONS
Completed Attachment 1 Bid Proposal form MUST be included with Bid Submission
Instruction to save Attachment from DemandStar website:

Bidders are required to complete all fields shaded in green. All other fields will be automatically calculated.

NAME OF BUSINESS:	G&G Outdoors
CONTACT PERSON:	Andre Gamache
EMAIL ADDRESS:	
AUTHORIZED NAME:	Andre Gamache
AUTHORIZED SIGNATURE:	

	Name	ACRES	COST PER VISIT	MAINTENANCE VISITS PER YEAR	TOTAL ANNUAL COST
	Class "C" Maintenance (Pumping Stations)				
1	Cypress Head (Cypress Head Pump Station)	0.50-2.0		33	
2	Major Street (Panhandle Pump Station)	0.50-2.0		33	
3	Ridge Road (Cosmos Pump Station)	0.50-2.0		33	
4	Williamson Reclaimed Tank	0.50-2.0		33	
5	Dorsey Water Plant	0.50-2.0		33	
6	Reclaimed Water Plant 8 Lab	0.50-2.0		33	
7	Nobal Street Stormwater Station (Augmentation Station)	0.25		33	
			Class "C" Maintenance Subtotal:		
	Class "D" Maintenance (Lift Stations)				
1	Brandy Hills	0.03 (30'x30')		24	
2	City Hall	0.03 (30'x30')		24	
3	Ravenwood	0.02 (20'x20')		24	
4	Atlantic High School	0.03 (30'x30')		24	
5	Herbert & Nova	0.02 (20'x20')		24	
6	Turner Ave	0.02 (20'x20')		24	
7	Los Olivo	0.02 (20'x20')		24	
8	Loneliwood	0.03 (30'x30')		24	
9	Golden Pond	0.03 (30'x30')		24	
10	Beacon Woods	0.02 (20'x20')		24	
11	Glenwood Village	0.02 (20'x20')		24	
12	Cervesia	0.02 (20'x20')		24	
13	Cambridge Estates	0.02 (20'x20')		24	
14	Lemon	0.02 (20'x20')		24	
15	Hollies Estates	0.02 (20'x20')		24	
16	Riverwood	0.02 (20'x20')		24	
17	Pebblecreek	0.02 (20'x20')		24	
18	Rivers Ridge	0.02 (20'x20')		24	
19	Big Lake	0.02 (20'x20')		24	
20	Water's Edge	0.02 (20'x20')		24	
21	Baywood	0.02 (20'x20')		24	
22	Seagull Landing	0.02 (20'x20')		24	
23	Deer Forest	0.02 (20'x20')		24	
24	Amherst	0.02 (20'x20')		24	
25	Riverside Drive	0.02 (20'x20')		24	
26	Summertree	0.02 (20'x20')		24	
27	Cypress Head	0.02 (20'x20')		24	
28	Airlie Creek	0.02 (20'x20')		24	
29	Saltvale Terrace	0.02 (20'x20')		24	
30	Cardinal Blvd	0.02 (20'x20')		24	
31	Venetian Way	0.02 (20'x20')		24	
32	Force Main Master	0.03 (30'x30')		24	
33	Cosmos Ave	0.02 (20'x20')		24	
34	Intracoastal Villas	0.02 (20'x20')		24	
35	Chester Street	0.02 (20'x20')		24	
36	Pines	0.02 (20'x20')		24	
37	Sapp Farms	0.03 (30'x30')		24	
38	Southwind	0.03 (30'x30')		24	
39	Commonwealth	0.03 (30'x30')		24	
40	Longfellow	0.02 (20'x20')		24	
41	Townhomes West	0.02 (20'x20')		24	
42	Willow Run #1	0.02 (20'x20')		24	
43	Willow Run #2	0.03 (30'x30')		24	
44	Oakland Park	0.03 (30'x30')		24	
45	The Woods	0.03 (30'x30')		24	
46	Cambridge	0.03 (30'x30')		24	
47	Bayshore #1	0.02 (20'x20')		24	
48	Bayshore #2	0.03 (30'x30')		24	
49	Lancewood	0.02 (20'x20')		24	
50	Christiancy	0.02 (20'x20')		24	
51	Anglers	0.02 (20'x20')		24	
52	Spruce Creek High School	0.02 (20'x20')		24	
53	Countryside	0.02 (20'x20')		24	
54	Vineyards	0.02 (20'x20')		24	
55	Cypress Head	0.02 (20'x20')		24	
56	Pavilion	0.03 (30'x30')		24	
57	Plantation 1	0.02 (20'x20')		24	
58	Plantation 2	0.02 (20'x20')		24	
59	Kowkee	0.02 (20'x20')		24	
60	Sunset Cove	0.02 (20'x20')		24	
61	Buttermilk	0.02 (20'x20')		24	
62	WaterEdge	0.02 (20'x20')		24	
63	Brown Landing	0.02 (20'x20')		24	
64	Herbert & Nova	0.02 (20'x20')		24	
			Class "D" Maintenance Subtotal:		
	Class "E" Maintenance				
1	North Brighton Ave Property	0.10-.75		12	
2	Southeast Park Lift Station	0.10-.75		12	
3	Enviro Control Site	0.10-.75		12	
4	Old Water Tower Site	0.10-.75		12	
5	Vacant Lot	0.10-.75		12	
			Class "E" Maintenance Subtotal:		
			TOTAL BID (Line C & D):		

PLEASE NOTE: BID WILL BE AWARDED TO THE LOWEST RESPONSIVE, RESPONSIBLE BIDDER

SCHEDULE OF UNIT PRICING Continued

Name	ACRES	COST PER VISIT	MAINTENANCE VISITS PER YEAR	TOTAL ANNUAL COST
Class "C" Maintenance (Pumping Stations)				
Ponce Inlet Master	0.50-2.0	$ 140.50	33	$ 4,636.50
Class "D" Maintenance (Lift Stations)				
Lighthouse Shores	0.02 (30'x30')	$ 19.45	24	$ 466.80
Inlet Point	0.02 (30'x30')	$ 19.45	24	$ 466.80
Coral Way	0.02 (30'x30')	$ 19.45	24	$ 466.80
Groves	0.02 (30'x30')	$ 19.45	24	$ 466.80
Barnett Bank	0.02 (30'x30')	$ 19.45	24	$ 466.80
Cross Creek	0.02 (30'x30')	$ 19.45	24	$ 466.80
Empty Lot 1	0.02 (30'x30')	$ 19.45	24	$ 466.80
Empty Lot 2	0.02 (30'x30')	$ 19.45	24	$ 466.80
Class "E" Maintenance				
City Hall Islands	0.10-.75	$ 77.80	12	$ 933.60

CITY OF PORT ORANGE
STANDARD CONTRACT FOR SERVICES

This Standard Contract for Services ("Contract") is entered into this 20th day of May, **2025**, 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 **G&G OUTDOORS, LLC** ("Contractor"), a Florida corporation whose principal address is 4059 Quail Nest Lane, New Smyrna Beach, Florida 32168. The City and Contractor are collectively referred to herein as the "Parties."

1. *Provision of Services*

(a) The Contractor hereby agrees to provide Public Utilities Landscape Maintenance Services in accordance with Request for Quote ("RFQ"). This Contract, together with Contractor's Quote and RFQ Scope of Services attached as Exhibit "1," 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. A complete copy of all RFQ 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 date last signed by the Parties, and shall continue for a period of twelve (12) months ("Term").

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 purchase of goods or services from Contractor under this Contract shall be upon issuance of a Notice to Proceed and a written Purchase Order issued by the City and executed by the City Manager. 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 Exhibit "1," in an amount not to exceed Sixty-two Thousand Six Hundred forty-four and 20/100 Dollars ($62,644.20). 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 Public Utilities Director, Steve Parnell, 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 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.**			

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.

21. *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.

22. *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.

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. *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.**

25. *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.

26. *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.

27. *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: Steve Parnell, Public Utilities Director
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5592

Contractor: G&G Outdoors, LLC
Attention: Ander M. Goiriena, Managing Member
4059 Quail Nest Lane
New Smyrna Beach, Florida 32168
(386) 631-4008 – Telephone
ggoutdoorsllc@gmail.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.

28. *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.

29. *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: Jamie McNutt

Printed Name: Pamela Morrow

G&G OUTDOORS, LLC

By: _____

Ander M. Goiriena, Managing Member

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: 5-8-2025

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: May 20, 2025

ATTEST:

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

Date: May 20, 2025

EXHIBIT "1"

Contractor's Quote and Scope of Services

Consisting of 16 Pages

"ATTACHMENT 1" SCHEDULE OF UNIT PRICING
BID FORM
CITY OF PORT ORANGE

LANDSCAPING SERVICES for PUBLIC UTILITIES FACILITIES & LIFT STATIONS
Completed Attachment 1 Bid Proposal form MUST be included with Bid Submission
Instruction to save Attachment from DemandStar website:

Bidders are required to complete all fields shaded in green. All other fields will be automatically calculated.

NAME OF BUSINESS:	G&G Outdoors
CONTACT PERSON:	Ander Goirigna
EMAIL ADDRESS:	[redacted]
AUTHORIZED NAME:	Ander Goirigna
AUTHORIZED SIGNATURE:	[redacted]

	Name	ACRES	COST PER VISIT	MAINTENANCE VISITS PER YEAR	TOTAL ANNUAL COST
	Class "C" Maintenance (Pumping Stations)				
1	Cypress Head (Cypress Head Pump Station)	0.50-2.0	$ [illegible]	33	$ [illegible]
2	Major Street (Peninsula Pump Station)	0.50-2.0	$ 140.50	33	$ [illegible]
3	Ridge Road (Oceana Pump Station)	0.50-2.0	$ 140.50	33	$ [illegible]
4	Williamson Reclaimed Tank	0.50-2.0	$ 140.50	33	$ [illegible]
5	Gamsey Water Plant	0.50-2.0	$ 140.50	33	$ [illegible]
6	Reclaimed Water Plant & Lab	0.50-2.0	$ 140.50	33	$ 4,636.50
7	Bichel Street Stormwater Station (Augmentation Station)	0.25	$ [illegible]	33	$ 2,805.00
			Class "C" Maintenance Subtotal:		$ 30,824.00
	Class "D" Maintenance (Lift Stations)				
1	Brandy Hills	0.02 (30'x30')	$ 19.45	24	$ 466.80
2	City Hall	0.02 (30'x30')	$ 19.45	24	$ 466.80
3	Ravenwood	0.02 (30'x30')	$ 19.45	24	$ 466.80
4	Atlantic High School	0.02 (30'x30')	$ 19.45	24	$ 466.80
5	Herbert & Nova	0.02 (30'x30')	$ 19.45	24	$ 466.80
6	Samm Ave	0.02 (30'x30')	$ 19.45	24	$ 466.80
7	Los Olles	0.02 (30'x30')	$ 19.45	24	$ 466.80
8	Laurelwood	0.02 (30'x30')	$ 19.45	24	$ 466.80
9	Golden Pond	0.02 (30'x30')	$ 19.45	24	$ 466.80
10	Beacon Woods	0.02 (30'x30')	$ 19.45	24	$ 466.80
11	Glenwood Village	0.02 (30'x30')	$ 19.45	24	$ 466.80
12	Carwash	0.02 (30'x30')	$ 19.45	24	$ 466.80
13	Cambridge Estates	0.02 (30'x30')	$ 19.45	24	$ 466.80
14	Leaves	0.02 (30'x30')	$ 19.45	24	$ 466.80
15	Halifax Estates	0.02 (30'x30')	$ 19.45	24	$ 466.80
16	Riverwood	0.02 (30'x30')	$ 19.45	24	$ 466.80
17	Falconcrest	0.02 (30'x30')	$ 19.45	24	$ 466.80
18	Hawks Ridge	0.02 (30'x30')	$ 19.45	24	$ 466.80
19	Sky Lake	0.02 (30'x30')	$ 19.45	24	$ [illegible]
20	Water's Edge	0.02 (30'x30')	$ 19.45	24	$ 466.80
21	Baywood	0.02 (30'x30')	$ 19.45	24	$ 466.80
22	Seagull Landing	0.02 (30'x30')	$ 19.45	24	$ 466.80
23	Deep Forest	0.02 (30'x30')	$ 19.45	24	$ 466.80
24	Foxboro	0.02 (30'x30')	$ 19.45	24	$ [illegible]
25	Riverside Drive	0.02 (30'x30')	$ 19.45	24	$ 466.80
26	Summertree	0.02 (30'x30')	$ 19.45	24	$ 466.80
27	Cypress Head	0.02 (30'x30')	$ 19.45	24	$ 466.80
28	Sable Creek	0.02 (30'x30')	$ 19.45	24	$ 466.80
29	Surfside Terrace	0.02 (30'x30')	$ 19.45	24	$ 466.80
30	Cardinal Blvd	0.02 (30'x30')	$ 19.45	24	$ [illegible]
31	Venetian Way	0.02 (30'x30')	$ 19.45	24	$ 466.80
32	Ponce Inlet Master	0.02 (30'x30')	$ 19.45	24	$ 466.80
33	Oceana Ave	0.02 (30'x30')	$ 19.45	24	$ 466.80
34	Intracoastal Villas	0.02 (30'x30')	$ 19.45	24	$ 466.80
35	Charles Street	0.02 (30'x30')	$ 19.45	24	$ 466.80
36	Nixon	0.02 (30'x30')	$ 19.45	24	$ 466.80
37	Sugar Forest	0.02 (30'x30')	$ 19.45	24	$ 466.80
38	Southwind	0.02 (30'x30')	$ 19.45	24	$ 466.80
39	Commonwealth	0.02 (30'x30')	$ 19.45	24	$ 466.80
40	Lamplighter	0.02 (30'x30')	$ 19.45	24	$ 466.80
41	Townhomes West	0.02 (30'x30')	$ 19.45	24	$ [illegible]
42	Willow Run #1	0.02 (30'x30')	$ 19.45	24	$ 466.80
43	Willow Run #2	0.02 (30'x30')	$ 19.45	24	$ [illegible]
44	Oakland Park	0.02 (30'x30')	$ 19.45	24	$ 466.80
45	The Woods	0.02 (30'x30')	$ 19.45	24	$ 466.80
46	Cambridge	0.02 (30'x30')	$ 19.45	24	$ 466.80
47	Bayshore #1	0.02 (30'x30')	$ 19.45	24	$ 466.80
48	Bayshore #2	0.02 (30'x30')	$ 19.45	24	$ 466.80
49	Lancewood	0.02 (30'x30')	$ 19.45	24	$ 466.80
50	Christiancy	0.02 (30'x30')	$ 19.45	24	$ [illegible]
51	Anglers	0.02 (30'x30')	$ 19.45	24	$ 466.80
52	Spruce Creek High School	0.02 (30'x30')	$ 19.45	24	$ 466.80
53	Countryside	0.02 (30'x30')	$ 19.45	24	$ 466.80
54	Vineyards	0.02 (30'x30')	$ 19.45	24	$ [illegible]
55	Cypress Head	0.02 (30'x30')	$ 19.45	24	$ 466.80
56	Pavillion	0.02 (30'x30')	$ 19.45	24	$ 466.80
57	Plantation 1	0.02 (30'x30')	$ 19.45	24	$ 466.80
58	Plantation 2	0.02 (30'x30')	$ 19.45	24	$ 466.80
59	Kourbon	0.02 (30'x30')	$ 19.45	24	$ 466.80
60	Sunset Cove	0.02 (30'x30')	$ 19.45	24	$ 466.80
61	Buttermilk	0.02 (30'x30')	$ 19.45	24	$ 466.80
62	WaterEdge	0.02 (30'x30')	$ 19.45	24	$ 466.80
63	Brown Landing	0.02 (30'x30')	$ 19.45	24	$ 466.80
64	Herbert & Nova	0.02 (30'x30')	$ 19.45	24	$ 466.80
			Class "D" Maintenance Subtotal:		$ 29,875.20
	Class "E" Maintenance				
1	North Brighton Ave Property	0.10-.75	$ 35.75	12	$ 429.00
2	Buschman Park Lift Station	0.10-.75	$ 35.75	12	$ 429.00
3	Enviro Control Site	0.10-.75	$ 35.75	12	$ 429.00
4	Old Water Tower Site	0.10-.75	$ 35.75	12	$ 429.00
5	empty Lot	0.10-.75	$ 35.75	12	$ 429.00
			Class "E" Maintenance Subtotal:		$ 2,145.00
			TOTAL PRICE (Class C, D, & E):		$ 62,844.20

AWARD: THIS BID WILL BE AWARDED TO THE LOWEST, RESPONSIVE, RESPONSIBLE BIDDER.

Public Utilities Landscape Maintenance Services

SCOPE OF WORK AND SPECIFICATIONS

STATEMENT OF RESPONSIBILITIES: The Contractor shall be responsible for providing machinery, equipment, tools, materials, labor, supervision, transportation, supplies, insurance, proper safety measures and all incidentals necessary to provide and perform grounds maintenance services to Public Utilities treatment facilities, lift stations and other City owned easements.

MAINTENANCE CLASSES: Because each location requires different levels of service, three classifications of service have been developed. Each classification and number of service visits is listed in Exhibit A.

Each class provides a general representation of the frequency of turf grass mowings / cuts and other landscape related maintenance tasks. Debris cleanup, edging, blowing, string trimming, weeding, and other tasks must be performed with each scheduled visit.

Please note, while the City has provided the approximate acre measurements on each area covered under this contract, these measurements are APPROXIMATE only. Contractor awarded bid shall be responsible for all maintenance required in each respective area. The non-mandatory pre-bid meeting will include site visits to EACH area. It is highly recommended that each bidder attends the non-mandatory meeting. **Pictures of the larger locations of each area to be serviced are included in Exhibit B.**

Class "C" Maintenance - *Number of Site Visits*: A total of thirty-three (33) maintenance visits shall be provided each calendar year. During the peak grow season (April 1 through October 31) each class "C" location shall be serviced twenty-three (23) times. The remaining months each location will be serviced twice per month (10 visits).

Class "D" Maintenance – *Number of Site Visits:* A total of twenty-four (24) maintenance visits shall be provided each calendar year. Each class "D" location shall be serviced twice per month.

Class "E" Maintenance - *Number of Site Visits:* A total of twelve (12) maintenance visits shall be provided each calendar year. Each class "E" location shall be serviced once per month.

Because the grow season can be unpredictable, the City reserves the right to require addition site services upon request. The City understands that this additional service would be at the

City's expense. The price for additional service will be consistent with bid prices listed for each location on the bid tab form.

Minimum Level of Service Required for Each Site:

TRASH / DEBRIS CLEANUP: The Contractor shall be responsible for removing all litter and debris prior to mowing from all turf grass areas, parking areas, sidewalks, mulch landscape areas, and shorelines, shall be removed. This includes, but is not limited to; paper, bottles, cans, palm fronds tree limbs. The Contractor is responsible for disposal of trash and debris in accordance with all federal, state, and local laws, rules and regulations. In the event of a hurricane the Contractor is not responsible for removing debris that is beyond the scope listed above. Fallen trees, fences, and large debris will be the responsibility of the City.

MOWING OF TURF GRASS AREAS: All turf grass areas within specified facilities. Mowing of trash and debris to shred into smaller pieces is not allowed.

All turf grass areas shall be mowed as specified in this document. The grass shall not be cut so low as to damage or stress the grass and shall not be allowed to reach a height of six (6) inches or more unless otherwise requested by the City. Contractor shall use a sharp blade to prevent burning the grasses. However, heights shall be as follows:

Heights may vary per location.

- St. Augustine –3-3.5 inches
- Argentine Bahia – 3 inches
- Bermuda and Zoysia – 1-2 inches

Areas where large mowers are impractical shall be serviced using small push mowers or string trimmers. Mowing of wet turf grass shall be avoided unless permission is authorized by the City. The Contractor shall leave surrounding areas in a clean condition free of accumulated debris, including but not limited to grass clippings, after each mowing. Large clumps of clippings will be distributed by mechanical blowing or collected and removed. Blowing debris into storm drains, streets, or ponds is prohibited. Materials removed from grounds shall be disposed of off-site by the Contractor in a lawful manner.

MAINTENANCE OF CONCRETE AREAS: Concrete areas include but are not limited to: sidewalks, curbs, driveways, aprons, drainage outfalls, gutters, concrete medians, concrete tips, and the joint where concrete meets asphalt. These areas shall be kept free of ALL debris including **crack grass** from right of way to right of way.

EDGING OF TURF GRASS: Contractor shall edge all appropriate surfaces with suitable mechanical equipment, i.e. a mechanical edger. In the event the service area is unable to be serviced with an edger, a string trimmer shall be used. These areas are including, but not limited to roadways, driveways, curbs, parking areas, walkways, fences, plant beds and tree wells, so that no grass,

ground cover or weeds are left extending beyond or over the surface being edged. This includes edging between adjoining beds of dissimilar ground cover types. Edging should not be more than 3 inches from the mulch of plant beds and tree wells. **Chemical edging of plant beds and tree wells is not permitted.** Contractor shall leave surrounding areas in a clean condition free of accumulated debris, including but not limited to grass, after edging.

STRING TRIMMING OF TURF GRASS: Final string trimming around permanent objects such as metal posts and concrete curbing shall be accomplished with suitable mechanical equipment and at the same cutting heights as the rest of the turf areas. String trimming around tree trunks with mechanical devices is prohibited. Non-mechanical means must be utilized where string trimming may damage wooden posts, decorative light poles or City property. Ponds, lakes, and ditches(swales) **MUST** be string trimmed to the water line.
*Areas where crack grass is present, **MUST** be string trimmed (burned down) and then chemically sprayed to deter new weed growth.
*Areas where growth in swales that are unable to be mowed at time of service, a string trimmer **MUST** be used to trim to water height.

BLOWING OF DEBRIS AND TURF GRASS CUTTINGS: Contractor shall blow all appropriate surfaces with suitable mechanical equipment including, but not limited to roadways, driveways, curbs, parking areas, walkways, turf grass areas, plant beds and tree wells as required to leave the area clean and free of debris. Grass clippings and other organic debris **shall not** be blown into the roadway, ponds, lakes, or storm drains.
*Clumping of turf grass is NOT permitted. If clumping occurs, the contractor **MUST** blow to disperse, mulch the clumping, or rake and remove the debris.

REMOVING DEAD PLANT MATERIAL: Contractor shall remove and dispose of all dead ornamental trees, shrubs, and ground cover during each scheduled visit. The contractor is responsible to notify the City to determine if a replacement is necessary. The City will determine type/size of replacement. Contractor is only responsible to remove dead ornamental plants as directed by the City.

IRRIGATION SYSTEMS: Contractor will use caution around sprinkler heads to minimize damage. The contractor shall be required to repair/replace any irrigation parts that are damaged during contractor activities. The City will be responsible for the costs to replace any irrigation parts that are stolen, damaged by acts of vandalism, vehicular damage or other unforeseen or unpreventable causes. All non-functional irrigation heads/systems shall be reported to the City after each mow.

EROSION: If there is noticeable erosion at any site the Contractor shall immediately notify the City of its location. The Contractor shall be responsible for any erosion damage caused by contractor's equipment or performance of duties.

EQUIPMENT: The Contractor shall have on hand, equipment to permit the Contractor to adequately and efficiently perform its contractual duties. All equipment shall always be

kept in good repair, appearance, and in a sanitary and clean condition. All equipment shall be cleaned of any debris after each site use and prior to moving to another site to prevent transfer of unwanted weeds, grasses, and/or fungus.

All vehicles shall have the name of the Contractor, business telephone number and the vehicle identification number not less than three (3) inches high on each side of the vehicle. The contractor may also place its corporate logo on the vehicles. No offensive or political stickers shall be affixed to any equipment utilized on City property. The Contractor shall supply the City with a listing of the vehicle numbers normally assigned to performance of duties and shall keep the list current.

All equipment shall be kept in good safe operating condition with sharp blades and no leaking of oil and gasoline.

EQUIPMENT STORAGE: The Contractor shall be responsible for storing all equipment and supplies off site. The City will not provide any storage space for the Contractor.

EQUIPMENT FUELING AND LUBRICATING: Mowers and power equipment shall be fueled and lubricated using proper tools and equipment. Any fuel or oil spills are the sole responsibility of the Contractor to clean up and / or remove at the Contractor's expense. Any damage to median plant material by such fuel or oil spills shall be replaced within three (3) days by Contractor at the Contractor's expense.

TRAFFIC REGULATION: The Contractor shall conform to Florida Department of Transportation Manual on Traffic Controls and Safe Practices for street and highway construction, maintenance, and utility operations. The Contractor shall provide and maintain adequate barricades, construction signs, flashers, guards, and flaggers as required on pedestrian and vehicular traffic areas. Lane closure to traffic is not permitted. Upon completion of work, contractor shall remove all debris, excess materials and barricades leaving medians and roadways clear of all obstructions.

SAFETY CONSIDERATIONS AND MAINTENANCE OF TRAFFIC (MOT): During mowing/maintenance operations, "MOWING" or "CAUTION MOWING OPERATIONS" signs must be placed on or near affected walkways and other traffic areas. All highway equipment used on right-of-way must be properly signed and equipped with working safety lights. The Contractor is responsible for compliance of all FDOT and OSHA rules and regulations. Within DOT rights-of-way, Maintenance of Traffic Plan (MOT) shall be prepared and implemented by the Contractor when required. All work shall be performed according to FDOT safety and signage recommendations as outlined in their Utility Accommodation Guide, Document Number 710-020-001-b.

- **All Personnel performing duties under this scope must Always wear safety vests.**

EXTRAORDINARY OCCURRENCES: It is agreed that in no event shall the City or Contractor be

liable or responsible to each other or any other person to perform work herein provided, where such stoppages or delays result from inclement weather, drought or excessive rain, acts of God, fire, or any other cause not within the control of the City and/or the Contractor.

CONTRACT PERFORMANCE: It is the intent of the City to ensure that the Contractor provides a quality level of landscape and ground maintenance services. All complaints will be reported to, and promptly resolved by the Contractor. The Contractor shall have twenty-four (24) hours to resolve any such complaints. The City may levy administrative charges for infractions by the Contractor at $100.00 per day per incident. Such infractions shall include, but not be limited to:

(a) Failure to resolve complaints within twenty-four (24) hour period.
(b) Failure to provide safe equipment.
(c) Failure to provide required documentation in a timely and accurate manner.
(d) Failure to report damage to irrigation system(s).
(e) Failure to report property damage or personal injury.
(f) Failure to remove all trash from site(s).
(g) Failure to perform scheduled service.
(h) Landscape employees not adhering to uniform/protective clothing requirements.

For the purpose of this section, the City may deduct any charges from payments due the Contractor. The City shall notify the Contractor in writing of any action to be taken. In the event the Contractor wishes to contest such assessment, the contractor shall submit a written protest within five (5) days after receiving such notice for an opportunity to be heard by the City and present a defense to such assessment. The City will notify the Contractor in writing of any action taken with respect to Contractor's claims. The decision of the City shall be final.

Based on limited funds, the City may eliminate certain contracted areas or groups in order to stay within the budget. The City may, at its discretion, add or delete similar sized areas as a result of construction or unanticipated impacts. Therefore, the City reserves the right to reject any and all the bids, eliminate areas from the contract and/or reduce maintenance to any given area when it is in the City's best interest.

INVOICING: Payment shall be determined monthly based on sites inspected and verified. A template will be provided to the contractor, from the City, by Excel format. The template will detail and itemize the contractor's service areas for the month.

***DEDUCTIONS will occur if areas are not completed upon inspection and invoice has been submitted**.

Contract Time: This contract is for 12 months with no renewal options.

SUPERVISION: The Contractor shall be responsible for all personnel and supervision required in performing work in accordance with these specifications. Supervision will be required for all working hours of the contract.

The Contractor shall comply with all City regulations.

Contractor shall notify the City (via fax, e-mail or in person) daily when the specified scheduled services are fully completed. This is to allow the City to inspect for contract compliance and authorization for scheduled payments. City approved representatives of the Contractor shall be available to meet with the City as required to accomplish the City's objectives. All meetings with the City will be at no charge.

CONTACT PERSON: The Contractor shall provide the name and telephone number of a contact person in case of an emergency. The Contractor shall provide the name and telephone number of a representative to meet periodically with the City. The City reserves the right to accept or reject any employee of the Contractor.

All personnel must be visible as Contractor's employee(s) by uniform while on City property. The Contractor's work force shall be neat and clean in appearance and shall wear identification. Identification shall include the employee's name and company name.

Exhibit A

City Properties to be serviced:

CLASS C Maintenance
Pumping Stations – Area to be serviced varies with location. (0.5-2.0 acres)

NAME	ADDRESS
Cypress Head (Cypress Head Pump Station)	6262 S. Williamson Blvd
Major Street (Peninsula Pump Station)	4270 S. Atlantic Ave
Ridge Road (Oceans Pump Station)	2842 Ridge Rd.
Williamson Reclaimed Tank	5955 S. Williamson Blvd
Garnsey Water Plant	4400 Wellfield Drive.
Reclaimed Water Plant & Lab	817 Oak Street

CLASS C Maintenance
Augmentation Stations – Area to be serviced (0.25 acre)

NAME	ADDRESS
Richel Street Stormwater Station	1098 Richel Dr.

CLASS D Maintenance
Lift Stations – Average lot size is 30'x30'

NAME	ADDRESS
Brandy Hills	1380 THOMPKINS DR, LS-44
City Hall	2015 CITY CENTER CIR, LS-58
Ravenwood	2 WOODSIDE DR, LS-30
Atlantic High	1250 REED CANAL RD, LS-12
Herbert & Nova	3655 S NOVA RD, LS-39
Samm Ave	980 CANALVIEW BLVD, LS-59
Los Olas	37 MAR AZUL NORTH, LS-162
Laurelwood	717 LAREDO DR, LS-33
Golden Pond	6200 SPRUCE CREEK RD, LS-34
Beacon Woods	3634 DONNA ST, LS-19
Glenwood Village	4692 HIDDEN LAKE DR, LS-55
Carwash	1784 DUNLAWTON AVE, LS-61
Cambridge Estates	220 N BRIGHTON, LS-18
Lowes	5401 YORKTOWNE BLVD, LS-82
Halifax Estates	1206 SPARTON AVE, LS-9
Riverwood	6148 DEL MAR DR, LS-48
Falconcrest	6043 SPRUCE CREEK RD, LS-65
Hawks Ridge	782 OSPREY DR, LS-47
Sky Lake	5932 BOGGS FORD RD, LS-74
Water's Edge	1698 CREEKWATER BLVD, LS-38
Baywood	401 BAYWOOD CIR, LS-76

Seagull Landing	4431 PENINSULA DR, LS-157
Deep Forest	919 TREE GARDEN RD, LS-27
Foxboro	5561 MILES DR, LS-71
Riverside Drive	5801 RIVERSIDE DR, LS-79
Summertree	5950 S WILLIAMSON BLVD, LS-24
Cypress Head	6410 CYPRESS SPRING PARK, LS-8
Sable Creek	6103 SABAL CREEK BLVD, LS-15
Surfside Terrace	3601 SURFSIDE TERR, LS-153
Cardinal Blvd	3812 CARDINAL BLVD, LS-154
Venetian Way	230 S VENETIAN WAY, LS-155
Ponce Inlet Master	4668 S PENINSULA DR, LS-159
Oceans Ave	86 OCEAN WAY, LS-164
Intracoastal Villas	3333 RIDGEWOOD AVE, LS-70
Charles Street	1000 CHARLES ST, LS-5
Nixon	850 NIXON LN, LS-10
Sugar Forest	800 SUGAR HOUSE DR, LS-40
Southwind	1481 MADELINE AVE, LS-49
Commonwealth	114 COMMONWEALTH BLVD, LS-81
Lamplighter	3202 S NOVA RD, LS-41
Townhomes West	3532 CREEKSIDE RD, LS-64
Willow Run #1	1105 WILLOW RUN BLVD, LS-36
Willow Run #2	1271 ROBIN DR, LS-50
Oakland Park	432 BRAHMA LN, LS-69
The Woods	469 APPLE COURT, LS-35
Cambridge	445 WILTSHIRE, LS-23
Bayshore #1	5479 WEST BAYSHORE DR, LS-66
Bayshore #2	5539 WEST BAYSHORE DR, LS-67
Lancewood	5658 LANCEWOOD DR, LS-63
Christiancy	5403 CHRISTIANCLY AVE, LS-11
Anglers	4863 ORANGE BLVD, LS-62
Spruce Creek High School	791 TAYLOR RD, LS-21
Countryside	633 TAYLOR RD, LS-46
Vineyards	1480 TAYLOR RD, LS-17
Cypress Head	6251 S. Williamson Blvd LS-3
Pavillion	5433 S. Williamson Blvd LS-83
Plantation 1	1508 McGinnis Ave LS-85
Plantation 2	1771 Town West Blvd LS-88
Bourbon	3660 Bourbon Street LS-93
Sunset Cove	3885 Sunset Cove Dr. LS-90
Buttermilk	1151 Buttermilk Ln. LS-92
WaterEdge	6872 Forkmead Ln LS-91
Brown Landing	1823 Deens Creek Ln LS-96

Herbert & Nova	3665 S. Nova Rd

CLASS E Maintenance

Additional locations Area to be serviced varies with location. (0.1-0.75 acres)

NAME	ADDRESS
North Brighton Ave Property	220 N. Brighton Ave
Buschman Park Lift Station	4560 Spruce Creek Rd
Enviro Control Site	5100 Spruce Creek Rd
Old Water Tower Site	5730 Spruce Creek Rd
Empty Lot	5797 Devon Street

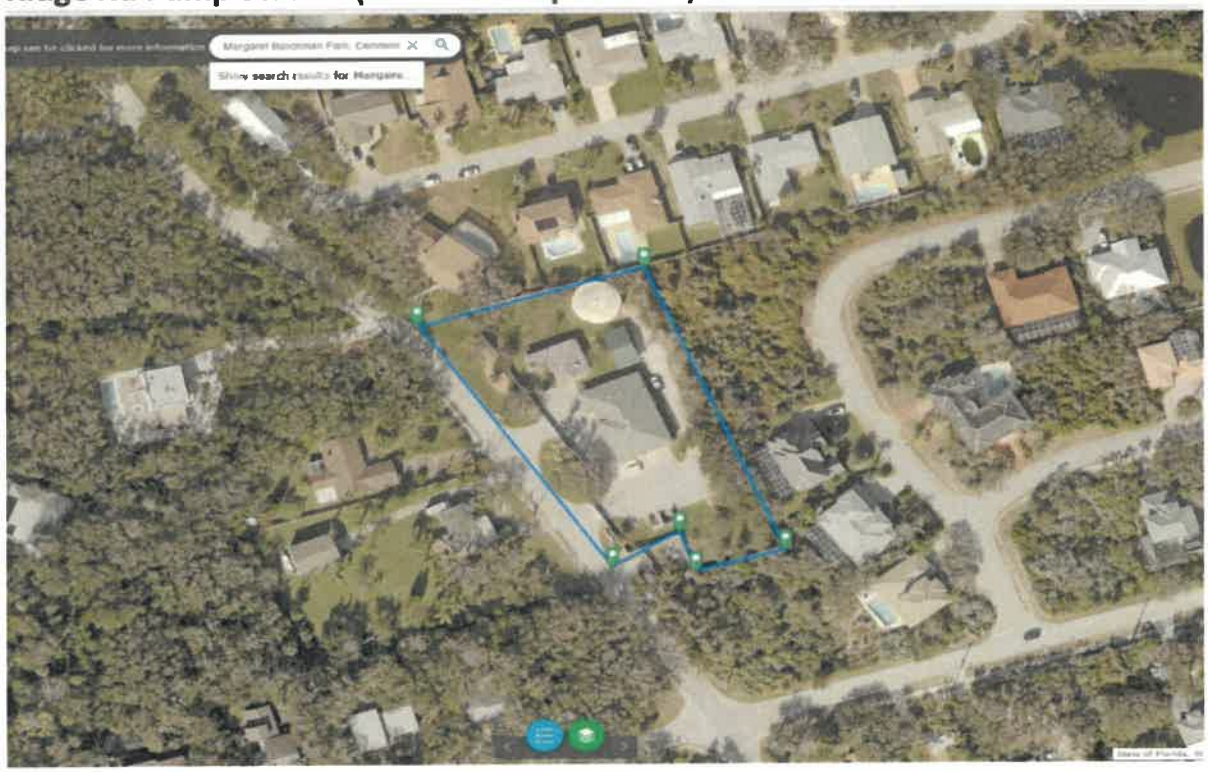
Exhibit B

Location Maps

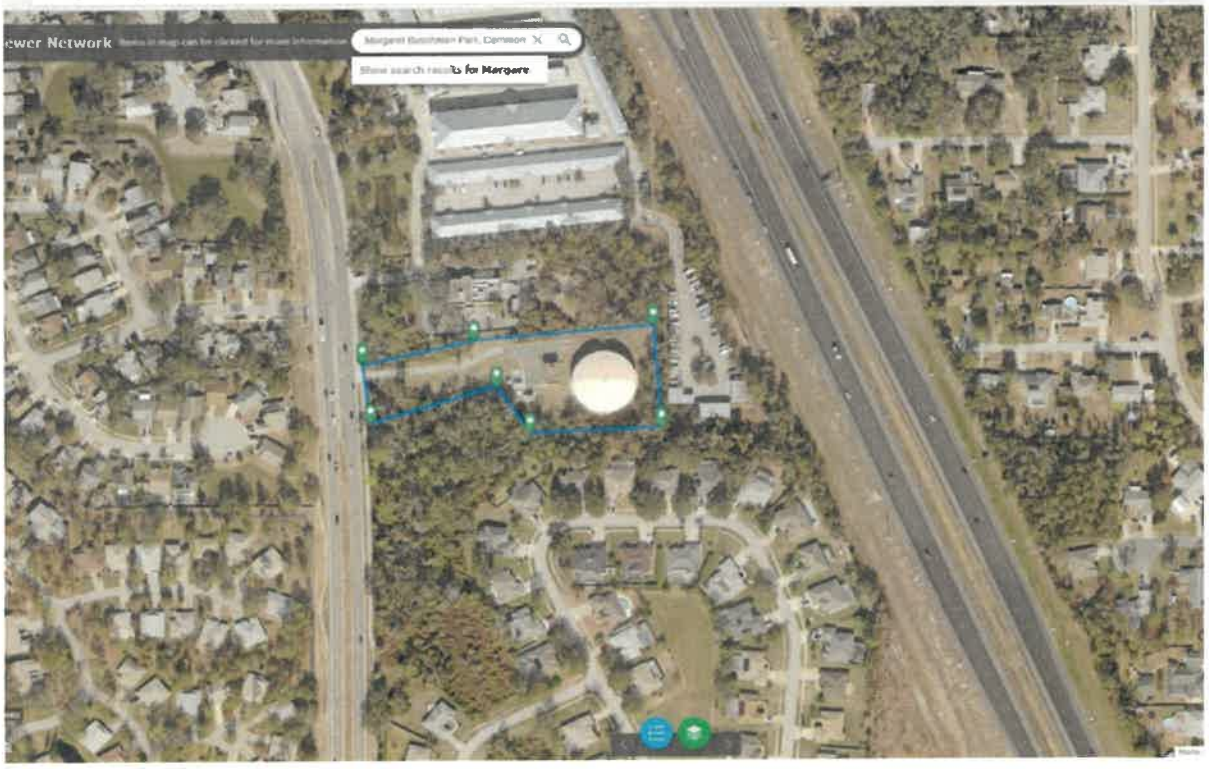
Cypress Head Pump Station

Major Pump Station (Peninsula Pump Station)

Ridge Rd Pump Station (Oceans Pump Station)



Williamson Pump Station



Garnsey Water Plant

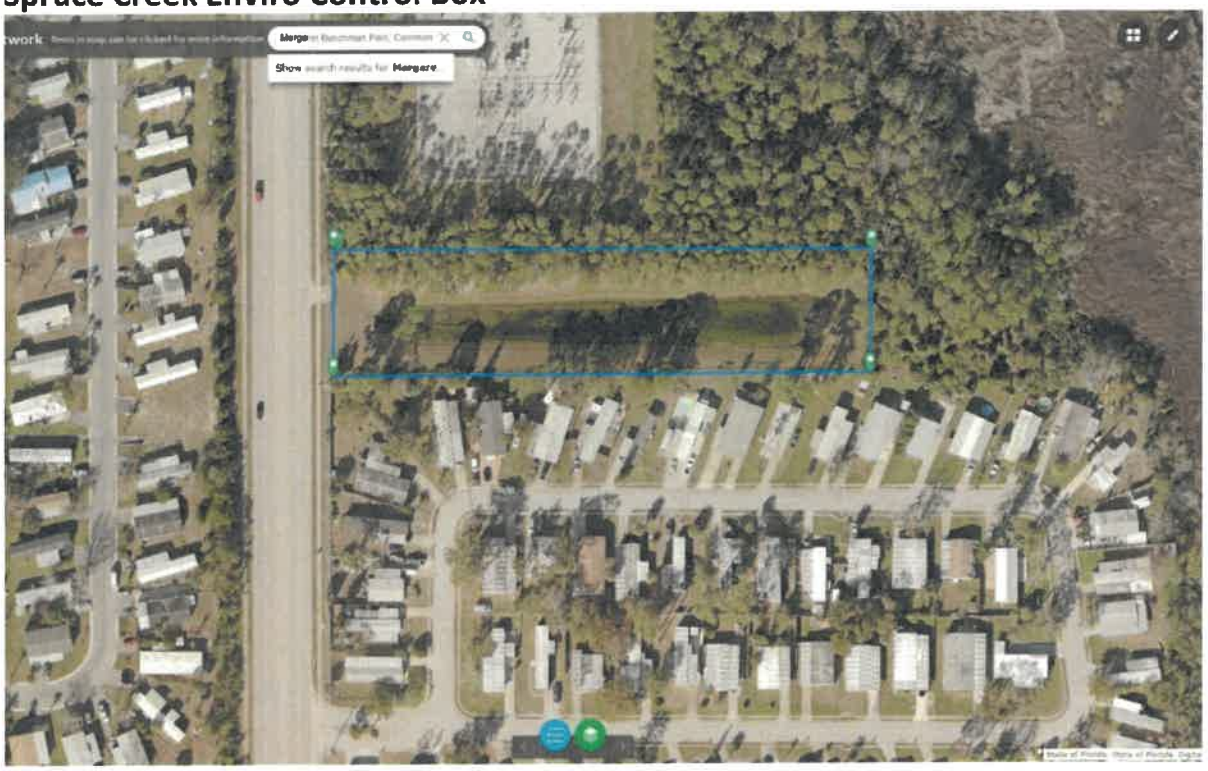
Water Reclamation Facility

Richel Drive

North Brighton Ave

Buschman Park

Spruce Creek Enviro Control Box



Old Water Tower Site

AMENDMENT NO. 1
TO STANDARD CONTRACT FOR SERVICES DATED MAY 20, 2025

THIS AMENDMENT NO. 1 ("2025 Amendment") is made and entered into the day and year set forth hereinafter by and between the **CITY OF PORT ORANGE, FLORIDA**, a Florida municipal corporation located at 1000 City Center Circle, Port Orange, Volusia County, Florida 32129-4144 (the "City"), and **G&G OUTDOORS, LLC** ("Contractor"), a Florida limited liability corporation, whose principal address is 4059 Quail Nest Lane, New Smyrna Beach, Florida 32168. The City and the Contractor are collectively referred to herein as the "Parties."

WHEREAS, on the 20th day of May 2025, Contractor entered into Contract ("Contract"), pursuant to Request for Quote ("RFQ") for Public Utilities Landscape Maintenance Services, with a term of twelve (12) months, in an amount not to exceed $62,644.20; and

WHEREAS, the Parties desire to amend the Contract to include for the year, Seven (7) additional Class D Lift Stations in an amount of $3,267.60, One (1) additional Class C Lift Station in an amount of $4,636.50, and the City Hall Islands in an amount of $933.60, notwithstanding the date of execution, these services shall commence on October 1, 2025 and shall not exceed a total price of $8,837.70 for the year, for the above referenced additional services; and

WHEREAS, the Port Orange City Manager has determined that the execution of this 2025 Amendment is beneficial to the citizens of the City of Port Orange.

NOW, THEREFORE, the Parties, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

The foregoing recitals are true and correct and incorporated herein.

1. Exhibit "1" is hereby deleted in its entirety and replaced herewith the revised Exhibit "1."

2. *City Obligations*. Exhibit "1" of the Contract shall be deleted in its entirety and shall be replaced herewith the revised Exhibit "1," and made a part hereof by reference, which sets forth the additional pricing for Seven (7) additional Class D Lift Stations in an amount of $3,267.60, One (1) additional Class C Lift Station in an amount of $4,636.50, and the City Hall Islands in an amount of $933.60, notwithstanding the date of execution, these services shall commence on October 1, 2025 and shall not exceed a total price of $8,837.70 for the year, for the above referenced additional services.

3. *Counterparts*. This 2025 Amendment 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 2025 Amendment 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 2025 Amendment.

4. All other terms and conditions of the Contract shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have signed, sealed, and delivered this 2025 Amendment on the day and year stated hereinafter.

Printed Name: Jamie McNutt

Printed Name: Pamela Morrow

G&G OUTDOORS, LLC

By: _____

Ander M. Goiriena, Managing Member

If this Agreement is signed by an individual not identified as the Manager of the company in the records of the Florida Department of State, Division of Corporations, or other legally authorized person, then please provide written authorization for that individual to enter into contracts on behalf of the company..

Date: 12-1-25

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: 12/5/2025

ATTEST:

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

Date: 12/5/2025

EXHIBIT "1"

Contractor's Quote

Consisting of 2 Pages

"ATTACHMENT 1" SCHEDULE OF UNIT PRICING
BID FORM
CITY OF PORT ORANGE

LANDSCAPING SERVICES for PUBLIC UTILITIES FACILITIES & LIFT STATIONS
Completed Attachment 1 Bid Proposal form MUST be included with Bid Submission
Instruction to save Attachment from DemandStar website:

Bidders are required to complete all fields shaded in green. All other fields will be automatically calculated.

NAME OF BUSINESS:	G&G Outdoors
CONTACT PERSON:	Andre Gamache
EMAIL ADDRESS:	[redacted]
AUTHORIZED NAME:	Andre Gamache
AUTHORIZED SIGNATURE:	[redacted]

	Name	ACRES	COST PER VISIT	MAINTENANCE VISITS PER YEAR	TOTAL ANNUAL COST
	Class "C" Maintenance (Pumping Stations)				
1	Cypress Head (Cypress Head Pump Station)	0.30-2.0	[redacted]	33	[redacted]
2	Major Street (Peninsula Pump Station)	0.30-2.0	[redacted]	33	[redacted]
3	Ridge Road (Oceana Pump Station)	0.30-2.0	[redacted]	33	[redacted]
4	Williamson Backwash Tank	0.30-2.0	[redacted]	33	[redacted]
5	Dunlawton Water Plant	0.30-2.0	[redacted]	33	[redacted]
6	Breakwood Water Plant & Lab	0.30-2.0	[redacted]	33	[redacted]
7	Halifax Street Stormwater Station (Augmentation Station)	0.25	[redacted]	33	[redacted]
			Class "C" Maintenance Subtotal:		[redacted]
	Class "D" Maintenance (Lift Stations)				
1	Brandy Hills	0.03 (30'x30')	[redacted]	24	[redacted]
2	City Hall	0.03 (30'x30')	[redacted]	24	[redacted]
3	Ravenwood	0.02 (20'x20')	[redacted]	24	[redacted]
4	Atlantic High School	0.03 (30'x30')	[redacted]	24	[redacted]
5	Herbert & Nova	0.03 (30'x30')	[redacted]	24	[redacted]
6	Turner Ave	0.02 (20'x20')	[redacted]	24	[redacted]
7	Las Olas	0.03 (30'x30')	[redacted]	24	[redacted]
8	Leewhward	0.03 (30'x30')	[redacted]	24	[redacted]
9	Golden Pond	0.03 (30'x30')	[redacted]	24	[redacted]
10	Nature Woods	0.03 (30'x30')	[redacted]	24	[redacted]
11	Glenwood Village	0.03 (30'x30')	[redacted]	24	[redacted]
12	Cervesia	0.03 (30'x30')	[redacted]	24	[redacted]
13	Cambridge Estates	0.03 (30'x30')	[redacted]	24	[redacted]
14	Lenox	0.03 (30'x30')	[redacted]	24	[redacted]
15	Halifax Estates	0.03 (30'x30')	[redacted]	24	[redacted]
16	Riverwood	0.03 (30'x30')	[redacted]	24	[redacted]
17	Briarcrest	0.02 (20'x20')	[redacted]	24	[redacted]
18	Rivers Ridge	0.03 (30'x30')	[redacted]	24	[redacted]
19	Big Lake	0.03 (30'x30')	[redacted]	24	[redacted]
20	Victor's Edge	0.03 (30'x30')	[redacted]	24	[redacted]
21	Bayswood	0.03 (30'x30')	[redacted]	24	[redacted]
22	Seagull Landing	0.03 (30'x30')	[redacted]	24	[redacted]
23	Dean Forest	0.03 (30'x30')	[redacted]	24	[redacted]
24	Amherst	0.03 (30'x30')	[redacted]	24	[redacted]
25	Riverside Drive	0.02 (20'x20')	[redacted]	24	[redacted]
26	Summerlee	0.03 (30'x30')	[redacted]	24	[redacted]
27	Cypress Head	0.03 (30'x30')	[redacted]	24	[redacted]
28	Jobie Creek	0.03 (30'x30')	[redacted]	24	[redacted]
29	Saltaire Terrace	0.02 (20'x20')	[redacted]	24	[redacted]
30	Cardinal Blvd	0.02 (20'x20')	[redacted]	24	[redacted]
31	Venetian Way	0.02 (20'x20')	[redacted]	24	[redacted]
32	Force Main Master	0.03 (30'x30')	[redacted]	24	[redacted]
33	Cessna Ave	0.03 (30'x30')	[redacted]	24	[redacted]
34	Intracoastal Villas	0.03 (30'x30')	[redacted]	24	[redacted]
35	Chester Street	0.03 (30'x30')	[redacted]	24	[redacted]
36	Nimo	0.02 (20'x20')	[redacted]	24	[redacted]
37	Sapp Forest	0.03 (30'x30')	[redacted]	24	[redacted]
38	Southwind	0.03 (30'x30')	[redacted]	24	[redacted]
39	Commonwealth	0.03 (30'x30')	[redacted]	24	[redacted]
40	Longfellow	0.03 (30'x30')	[redacted]	24	[redacted]
41	Townhomes West	0.02 (20'x20')	[redacted]	24	[redacted]
42	Willow Run #1	0.02 (20'x20')	[redacted]	24	[redacted]
43	Willow Run #2	0.03 (30'x30')	[redacted]	24	[redacted]
44	Oakland Park	0.03 (30'x30')	[redacted]	24	[redacted]
45	The Woods	0.03 (30'x30')	[redacted]	24	[redacted]
46	Cambridge	0.03 (30'x30')	[redacted]	24	[redacted]
47	Bayshore #1	0.03 (30'x30')	[redacted]	24	[redacted]
48	Bayshore #2	0.03 (30'x30')	[redacted]	24	[redacted]
49	Lenewood	0.03 (30'x30')	[redacted]	24	[redacted]
50	Christiancy	0.03 (30'x30')	[redacted]	24	[redacted]
51	Anglers	0.03 (30'x30')	[redacted]	24	[redacted]
52	Spruce Creek High School	0.02 (20'x20')	[redacted]	24	[redacted]
53	Commerside	0.02 (20'x20')	[redacted]	24	[redacted]
54	Vineyards	0.02 (20'x20')	[redacted]	24	[redacted]
55	Cypress Head	0.03 (30'x30')	[redacted]	24	[redacted]
56	Pavilion	0.03 (30'x30')	[redacted]	24	[redacted]
57	Plantation 1	0.03 (30'x30')	[redacted]	24	[redacted]
58	Plantation 2	0.03 (30'x30')	[redacted]	24	[redacted]
59	Kowhee	0.03 (30'x30')	[redacted]	24	[redacted]
60	Sweet Olive	0.03 (30'x30')	[redacted]	24	[redacted]
61	Butternilk	0.02 (20'x20')	[redacted]	24	[redacted]
62	WaterEdge	0.02 (20'x20')	[redacted]	24	[redacted]
63	Brown Landing	0.02 (20'x20')	[redacted]	24	[redacted]
64	Herbert & Nova	0.03 (30'x30')	[redacted]	24	[redacted]
			Class "D" Maintenance Subtotal:		[redacted]
	Class "E" Maintenance				
1	North Brighton Ave Property	0.10-.75	[redacted]	12	[redacted]
2	Southcrest Park Lift Station	0.10-.75	[redacted]	12	[redacted]
3	Santa Central Site	0.10-.75	[redacted]	12	[redacted]
4	Old Water Tower Site	0.10-.75	[redacted]	12	[redacted]
5	Empty Lot	0.10-.75	[redacted]	12	[redacted]
			Class "E" Maintenance Subtotal:		[redacted]
			TOTAL BID (Line C & D):		[redacted]

AWARD: THIS BID WILL BE AWARDED TO THE LOWEST RESPONSIVE, RESPONSIBLE BIDDER

SCHEDULE OF UNIT PRICING Continued

Name	ACRES	COST PER VISIT	MAINTENANCE VISITS PER YEAR	TOTAL ANNUAL COST
Class "C" Maintenance (Pumping Stations)				
Ponce Inlet Master	0.50-2.0	$ 140.50	33	$ 4,636.50
Class "D" Maintenance (Lift Stations)				
Lighthouse Shores	0.02 (30'x30')	$ 19.45	24	$ 466.80
Inlet Point	0.02 (30'x30')	$ 19.45	24	$ 466.80
Coral Way	0.02 (30'x30')	$ 19.45	24	$ 466.80
Groves	0.02 (30'x30')	$ 19.45	24	$ 466.80
Barnett Bank	0.02 (30'x30')	$ 19.45	24	$ 466.80
Cross Creek	0.02 (30'x30')	$ 19.45	24	$ 466.80
Empty Lot 1	0.02 (30'x30')	$ 19.45	24	$ 466.80
Empty Lot 2	0.02 (30'x30')	$ 19.45	24	$ 466.80
Class "E" Maintenance				
City Hall Islands	0.10-.75	$ 77.80	12	$ 933.60

AMENDMENT NO. 2
TO STANDARD CONTRACT FOR SERVICES DATED MAY 20, 2025

THIS AMENDMENT NO. 2 ("2025 Amendment") is made and entered into the day and year set forth hereinafter by and between the **CITY OF PORT ORANGE, FLORIDA**, a Florida municipal corporation located at 1000 City Center Circle, Port Orange, Volusia County, Florida 32129-4144 (the "City"), and **G&G OUTDOORS, LLC** ("Contractor"), a Florida limited liability corporation, whose principal address is 4059 Quail Nest Lane, New Smyrna Beach, Florida 32168. The City and the Contractor are collectively referred to herein as the "Parties."

WHEREAS, on the 20th day of May 2025, Contractor entered into Contract ("Contract"), pursuant to Request for Quote ("RFQ") for Public Utilities Landscape Maintenance Services, with a term of twelve (12) months, in an amount not to exceed $62,644.20; and

WHEREAS, on the 5th day of December 2025, the Parties amended the Contract to include for the year, Seven (7) additional Class D Lift Stations in an amount of $3,267.60, One (1) additional Class C Lift Station in an amount of $4,636.50, and the City Hall Islands in an amount of $933.60, notwithstanding the date of execution, the services commenced on October 1, 2025 and shall not exceed a total price of $8,837.70 for the year, for the above referenced additional services; and

WHEREAS, the Parties desire to amend the Contract to include for the year, one (1) additional Class D List Station, for a revised total of Eight (8) additional Class D Lift Stations, from an amount of $3,267.60 to $3,734.40, One (1) additional Class C Lift Station in an amount of $4,636.50, and the City Hall Islands in an amount of $933.60, notwithstanding the date of execution, the services commenced on October 1, 2025, and shall not exceed a total price of $9,304.50 for the year, for the above referenced additional services, from an amount of $8,837.70 for the year, a total Contract amount not to exceed $71,948.70; and

WHEREAS, the Port Orange City Manager has determined that the execution of this 2025 Amendment is beneficial to the citizens of the City of Port Orange.

NOW, THEREFORE, the Parties, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows: inadvertently

The foregoing recitals are true and correct and incorporated herein.

1. Exhibit "1" is hereby deleted in its entirety and replaced herewith the revised Exhibit "1."

2. *City Obligations*. Exhibit "1" of the Contract shall be deleted in its entirety and shall be replaced herewith the revised Exhibit "1," and made a part hereof by reference, which sets forth the additional pricing for Eight (8) additional Class D Lift Stations in an amount not to exceed $3,734.40, One (1) additional Class C Lift Station in an amount of $4,636.50, and the City Hall Islands in an amount of $933.60, notwithstanding the date of execution, these services shall commence on October 1, 2025 and shall not exceed a total price of $9,304.50 for the year, for the above referenced additional services, a total Contract amount not to exceed $71,948.70.

3. *Counterparts*. This 2025 Amendment 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 2025 Amendment 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 2025 Amendment.

4. All other terms and conditions of the Contract shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have signed, sealed, and delivered this 2025 Amendment on the day and year stated hereinafter.

G&G OUTDOORS, LLC

By: _____
Ander M. Goiriena, Managing Member

If this Agreement is signed by an individual not identified as the Manager of the company in the records of the Florida Department of State, Division of Corporations, or other legally authorized person, then please provide written authorization for that individual to enter into contracts on behalf of the company..

Printed Name: _____

Printed Name: _____

Date: 12-20-2025

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: 1/5/2026

ATTEST:

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

Date: 1/5/2026

EXHIBIT "1"

Contractor's Quote

Consisting of 1 Page

ATTACHMENT 2" SCHEDULE OF UNIT PRICING

Name	ACRES	COST PER VISIT	MAINTENANCE VISITS PER YEAR	TOTAL ANNUAL COST
Class "C" Maintenance (Pumping Stations)				
Ponce Inlet Master	0.50-2.0	$ 140.50	33	$ 4,636.50
Class "D" Maintenance (Lift Stations)				
Lighthouse Shores	0.02 (30'x30')	$ 19.45	24	$ 466.80
Inlet Point	0.02 (30'x30')	$ 19.45	24	$ 466.80
Coral Way	0.02 (30'x30')	$ 19.45	24	$ 466.80
Groves	0.02 (30'x30')	$ 19.45	24	$ 466.80
Barnett Bank	0.02 (30'x30')	$ 19.45	24	$ 466.80
Cross Creek	0.02 (30'x30')	$ 19.45	24	$ 466.80
Empty Lot 1	0.02 (30'x30')	$ 19.45	24	$ 466.80
Empty Lot 2	0.02 (30'x30')	$ 19.45	24	$ 466.80
Class "E" Maintenance				
City Hall Islands	0.10-.75	$ 77.80	12	$ 933.60

City of Port Orange
Public Utilities Department

TO: Wayne Clark, City Manager

FROM: Chris Wall, Deputy Director of Public Utilities

DATE: April 6, 2026

SUBJECT: Six-Month Extension – G&G Outdoors, LLC – Public Utilities Landscape Maintenance

REQUEST:
The Public Utilities Department requests approval a six-month extension to the Contract CA8365, G&G Outdoors for landscape maintenance.

PURPOSE:
The purpose of this request is for the approval of Amendment No. 2 to Contract CA8365 with G&G Outdoors.

CONSIDERATION:
The Public Utilities Department currently utilizes G&G Outdoors, LLC to provide landscaping services for the Water Treatment Facility, the Water Reclamation Facility, and more than 120 lift stations. The Department seeks approval to extend the current contract, which is set to expire on May 19, 2026, for an additional six months through November 19, 2026.

The Finance Department is in the process of developing a citywide mowing services contract. This proposed extension will allow sufficient time for the new citywide contract to be finalized and implemented.

FUNDING:
GL Account: 401-8006-536-53406-

RECOMMENDATION:
The Public Utilities Department recommends approval a six-month extension to the Contract CA8365, G&G Outdoors for landscape maintenance.

ANTICIPATED SCHEDULE:
a.) Approval by May 19, 2026
b.) Extension until November 19, 2026

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 Ander Goiriena. I am over the age of Twenty-one years old. I am the owner (Title) of GG Outdoors LLC (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: March 31st, 2026

Signed: [signature]
Print Name: Ander Goiriena
Title: owner

SUBSCRIBED AND SWORN before me by means of [✓] physical presence or [ ] online notarization on the 31st day of March, 2026 by Ander Goiriena as _____ on behalf of _____ who is personally known to me or who has produced Drivers License as identification.

(Notary Seal)

MATTHEW RIVERA
Notary Public
State of Florida
Comm# HH699134
Expires 7/16/2029

[signature]
Notary Public, State of Florida
Printed name, commission and expiration of commission term

SKB.7.8.2024. Rev. 9.6.2024
CA7985

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/03/2025

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 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	CONTACT NAME: Autumn Scarsella
Smith & Associates Insurance Agency, Inc. PO Box 1578 New Smyrna Beach, FL 32170	PHONE (A/C, No, Ext): 386-409-8004 FAX (A/C, No): 386-409-0012 E-MAIL ADDRESS: Autumn@smithinsagencyinc.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Cypress Property & Casualty Insurance	10953
INSURER B : Markel Insurance Company	38970
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

G&G Outdoors, LLC
4059 Quail Nest Lane
New Smyrna Beach, FL 32168

COVERAGES **CERTIFICATE NUMBER:** **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	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	X		SGL00639200781	06/23/2025	06/23/2026	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 $ 5,000 $ 2,000,000 $ 1,000,000 $ 2,000,000
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Bodily Injury/Property Damage	$ $ $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	MWC0174457-05	09/21/2024	09/21/2025	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 500,000 $ 500,000 $ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Lawn Care Services

*The City of Port Orange is included as additional insured for General Liability and Workers Compensation.
A Waiver of Subrogation is included for Workers Compensation.

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

Autumn Scarsella *Autumn Scarsella* W056088

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/07/2026

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	**CONTACT NAME:** Jose' Castillon
State Farm Jose' Castillon 3460 Ridgewood Avenue Suite B Port Orange FL 321293532	**PHONE (A/C, No, Ext):** 386-761-2111 **FAX (A/C, No):** **E-MAIL ADDRESS:** jose.castillon.icga@statefarm.com
INSURED G & G OUTDOORS, LLC 4059 QUAIL NEST LN NEW SMYRNA FL 321685206	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** State Farm Fire and Casualty Company / 25143 **INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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INSR LTR	TYPE OF INSURANCE	ADD INSD	SUB WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ $ $ $ $ $ $
A	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☒ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY	Y	Y	L15 3866-A12-59A	01/12/2026	07/12/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ $ 1,000,000 $ 1,000,000 $ 1,000,000 $
	UMBRELLA LIAB ☐ OCCUR **EXCESS LIAB** ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE AGGREGATE $	$ $ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N ☐ **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					☐ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

ADDITIONAL INSURED:

CITY OF PORT ORANGE
1000 CITY CENTER CIRCLE
PORT ORANGE, FL 32129

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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CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 6/16/2026

SUBJECT: (B6f) Approval of Task Authorization No. 29 with Kimley-Horn & Associates, Inc. for Construction Phase Services for the Force and Water Main River Crossings

DEPARTMENT: Engineering

GOAL: 2 - Infrastructure

RECOMMENDED MOTION: Move to approve Task Authorization No. 29 with Kimley-Horn & Associates, Inc. (CA7763) for the Force and Water Main River Crossings Construction Phase Services for an amount not to exceed $379,029.00; and authorize the Mayor and City Clerk to execute all contract documents.

SUMMARY: Engineering is requesting approval of Task Authorization No. 29 with Kimley-Horn & Associates, Inc. under the Master Contract for Professional Engineering Services (CA7763) as it relates to the Force and Water Main River Crossing Construction Phase Services.

This Task Authorization (TA) is presented in conjunction with the item for approval of the Guaranteed Maximum Price (GMP) amendment to Wharton Smith for construction of the project under the Construction Manager at Risk (CMAR) delivery method also on this agenda.

Kimley-Horn, Inc., as the Engineer of Record, is responsible for the design of the Halifax River crossing improvements, including the replacement of the potable water transmission main and sanitary sewer force main, and will provide construction phase services.

The project will replace and upgrade critical potable water and sanitary sewer transmission infrastructure crossing beneath the Halifax River, which serves customers in Ponce Inlet, Daytona Beach Shores, and Wilbur-by-the-Sea.

Construction of the project is expected to be completed in late 2027, with final closeout expected in mid 2028.

PRESENTER: Junos Reed

ATTACHMENTS:

1.	Kimley-Horn - Task Authorization No.	Kimley-Horn - Task Authorization No. 29

	29 Construction Phase Force and Water Main River Crossing	Construction Phase Force and Water Main River Crossing.pdf
2.	FM WM CA services final proposal	FM WM CA services final proposal.pdf
3.	EXECUTED - Kimley-Horn Renewal 2	EXECUTED - Kimley-Horn Renewal 2.pdf
4.	Executed Kimley-Horn Renewal 1	Executed Kimley-Horn Renewal 1.pdf
5.	EXECUTED Kimley-Horn Contract CA7763	EXECUTED Kimley-Horn Contract CA7763.pdf
6.	Kimley-Horn - HTA	Kimley-Horn - HTA.pdf
7.	City of Port Orange_Kimley-Horn and Associates, Inc._26-27 GL AL WC UM PL (2_3-16-2026_67824281	City of Port Orange_Kimley-Horn and Associates, Inc._26-27 GL AL WC UM PL (2_3-16-2026_67824281.pdf

Julia Wiggins	Created/Initiated - 05/20/2026
Richard Colby	Approved - 05/22/2026
Junos Reed	Approved - 05/28/2026
Sue Wang	Approved - 05/29/2026
Matthew Jones	Approved - 06/05/2026
Wayne Clark	Final Approval - 06/05/2026

TASK AUTHORIZATION NO. 29
Master Contract for Services dated, January 18, 2022
Between the City of Port Orange, Florida and Kimley-Horn and Associates, 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 **KIMLEY-HORN AND ASSOCIATES, INC.**, North Carolina corporation, registered to transact business in Florida, with its principal place of business at 421 Fayetteville Street, Suite 600, Raleigh, North Carolina 27601 ("Engineer"), and hereinafter collectively referred to as the "Parties," and is to that certain Master Contract relating to Professional Engineering Services for Public Works, Utilities and Environmental 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, Engineer shall provide services relating to the **Construction Phase Services for the City of Port Orange Force and Water Mains River Crossing** as more particularly described in the Scope of Servicesattached hereto and incorporated herein as Task Authorization Exhibit "1."

3. Engineer shall complete the services to be provided herein within 900 days of the date of written notice by the City to the Engineer.

4. In return for the services identified above, the City agrees to compensate Engineer at the prices set forth in Exhibit "1" attached hereto and made a part hereof, subject to a limit not to exceed **$379,029.00**. 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. *Truth-in-Negotiations*

(a) For any fixed fee, cost-plus-a-fixed-fee or guaranteed maximum-not-to-exceed compensation professional service contract or compensation in a Task Authorization over $150,000.00, Engineer shall execute a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. Any professional service contractor Task Authorization under which such certificate is required must contain a provision that the original contract price or compensation and any additions thereto will be adjusted to exclude any significant sums by which the City determines the contract price or compensation was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract or compensation adjustments must be made within one (1) year following the end of the Contract. Otherwise, such adjustments shall be deemed waived by the Engineer and null and void for the purposes of this Contract or Task Authorization. The signature on this Contract by the Engineer shall act as the execution of a truth-in-negotiation certificate stating that the wage rates and other factual unit costs supporting the compensation of this Contract are accurate, complete, and current at the time of contracting.

(b) Engineer's signature on this Contract or a Task Authorization shall act as execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation set forth in this Contract or a Task Authorization are accurate, complete, and current at the time of contract. The certification shall also constitute an affirmation that Engineer has disclosed all debts or fees owed to or that are pending before the City prior to the execution of this Contract of Task Authorization

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 Engineer 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:

KIMLEY-HORN AND ASSOCIATES, INC.

_____ By: _____

Printed Name: _____ Jonathan D. Thigpen, Senior Vice President

_____ Date: _____

Printed Name: _____

CITY OF PORT ORANGE

By:_____
Scott Stiltner, Mayor

Date:_____

ATTEST:

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

Date:_____

EXHIBIT “1”

Engineer’s Quote

Consisting of 5 Pages

Kimley»Horn

PROPOSAL FOR PORT ORANGE FORCE AND WATER MAINS RIVER CROSSING CONSTRUCTION PHASE SERVICES

Describing a specific agreement between Kimley-Horn and Associates, Inc. (Kimley-Horn), and The City of Port Orange (the Client or the City) in accordance with the terms of the Master Agreement for Continuing Professional Services dated January 18, 2022, which is incorporated herein by reference.

Project Understanding

The scope of work presented below was prepared following discussions with the City of Port Orange staff regarding the Force and Water Main River Crossings. The existing 20-in Force Main will be replaced with a 24-in Force Main, crossing the Halifax River north of Dunlawton Boulevard. The existing 16-in Water Main will remain in place and a liner will be installed. The existing Water Main crosses the Halifax River at Fleming Avenue. City staff requested that Kimley-Horn provide a proposal to provide construction phase services. The following is our understanding of the specific scope of work that has been requested by City staff.

Specific Scope of Basic Services:

Task 1: Construction Phase Services

This task will include the following:

A. Pre-Construction Conference: Kimley-Horn will attend and conduct a Pre-Construction Conference prior to commencement of Work at the Site. Consultant will prepare a meeting agenda, meeting minutes, and provide a list of required action items. Consultant shall provide the conformed to construction plans and specifications for the Contractor at the Pre-Construction Conference.

B. Shop Drawings: Kimley-Horn will review and approve or take other appropriate action in respect to Shop Drawings and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction or to related safety precautions and programs.

C. Requests for Information (RFI): Kimley-Horn will review and approve or take other appropriate action in respect to RFIs submitted by the Contractor. Consultant will coordinate responses with the City, as needed, and provide timely responses to the Contractor.

D. Project Documentation and Record Drawings: Consultant will prepare, track and monitor logs for shop drawings, RFIs, change order requests, project deviations, spare parts list, and project images. The logs will be updated weekly and distributed to the City and Contractor for documentation of the construction activities, approvals, and requests by the Contractor. Consultant will review “as-built” drawings provided by the Contractor at the completion of the project. Consultant will prepare final record drawings for the Client’s use as the pipeline is cleared. At the completion of the project, Consultant will produce a final set of record drawings for the City.

E. Construction Observations and Reporting: Visits to Site and Observation of Construction. Consultant will provide on-site construction observation services during the construction phase. The construction phase is anticipated to be 12 months. Consultant will make visits at intervals as directed by Client in order to observe the progress of the Work. Consultant anticipates weekly site visits for regular observations and reporting through the duration of the Schedule. Observations are to be limited to spot checking, selective measurement, and similar methods of general observation of the work based on Consultant's exercise of professional judgment. Based on information obtained during such visits and such observations, Consultant will evaluate whether Contractor's work is generally proceeding in accordance with the Contract Documents, and Consultant will keep Client informed of the general progress of the Work. Accordingly, the Consultant will provide Client with construction observation reports once weekly.

    a. The purpose of Consultant's site visits will be to enable Consultant to better carry out the duties and responsibilities specifically assigned in this Agreement to Consultant, and to provide Client a greater degree of confidence that the completed Work will conform in general to the Contract Documents. Consultant shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over Contractor's work, nor shall KHA have authority over or responsibility for the means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction selected by Contractor, for safety precautions and programs incident to Contractor's work, nor for any failure of Contractor to comply with laws and regulations applicable to Contractor's furnishing and performing the Work. Accordingly, Consultant neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

F. Recommendations with Respect to Defective Work: Consultant will recommend to Client that Contractor's work be disapproved and rejected while it is in progress if, on the basis of such observations, Consultant believes that such work will not produce a completed Project that conforms generally to Contract Documents.

G. Clarifications and Interpretations: Consultant will respond to reasonable and appropriate Contractor requests for information and issue necessary clarifications and interpretations of the Contract Documents to Client as appropriate to the orderly completion of Contractor's work. Any orders authorizing variations from the Contract Documents will be made by Client. Change Orders. Consultant may recommend Change Orders to Client and will review and make recommendations related to Change Orders submitted or proposed by the Contractor. Substitutes and "or-equal." Evaluate and determine the acceptability of substitute or "or- equal" materials and equipment proposed by Contractor in accordance with the Contract Documents, but subject to the provisions of applicable standards of state or local government entities. Inspections and Tests. Consultant may require special inspections or tests of Contractor's work as Consultant deems appropriate, and may receive and review certificates of inspections within Consultant's area of responsibility or of tests and approvals required by laws and regulations or the Contract Documents. Consultant's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. Consultant shall be entitled to rely on the results of such tests and the facts being certified.

H. Disagreements between Client and Contractor. Consultant will, if requested by Client, render written decision on all claims of Client and Contractor relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the progress of Contractor's work. In rendering such decisions, Consultant shall be fair and not show partiality to Client or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.

Meeting Coordination, Documentation and Acceptance:

I. Construction Meeting Coordination: Consultant will coordinate and conduct bi-monthly construction progress meeting with Client and Contractor to review and discuss Contractor's work status and upcoming work objectives. The purpose of these meetings will also be to provide the Contractor an opportunity to address issues encountered and identify potential areas of concern. It is anticipated that these meetings will take place on-site or nearby the project site at a location to be determined. Upon project construction start, Consultant will coordinate with Client and Contractor to determine location and time for meeting at bi-monthly intervals acceptable to all parties.

    i. Construction meetings are not to serve as a form of construction management and the Consultant shall have no responsibility for any Contractor's means, methods, techniques, equipment choice and usage, schedule, safety programs, or safety practices that may be discussed in the meetings. Consultant shall have no authority or responsibility to stop or direct the work of any Contractor.

J. Construction Meeting Agenda and Minutes: The Consultant will prepare meeting agendas prior to each construction meeting and distribute advance copies to Client and Contractor. The Contractor is to provide a two-week look ahead for review by Consultant and Client, which will be discussed at each construction meeting for upcoming work agenda and anticipated challenges or concerns. Consultant will chair construction meetings and record notes related to items outlined in the meeting agenda, look ahead, and discussed as new issues or open dialogue. Minutes will be prepared following the conclusion of each construction meeting, summarizing topics of discussion and action items for Consultant, Client, and Contractor. The Consultant will distribute the meeting minutes to Client and Contractor.

K. Pay Application Review Meetings and Recommendation of Payment: Consultant will meet once monthly with Contractor to review Contractor's application for payment of completed work. Based on its observations, meetings with Contractor and on review of applications for payment and accompanying supporting documentation, Consultant will determine the amounts that Consultant recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute Consultant's representation to Client, based on such observations and review, that, to the best of Consultant's knowledge, information and belief, Contractor's work has progressed to the point indicated and that such work-in-progress is generally in accordance with the Contract Documents subject to any qualifications stated in the recommendation. In the case of unit price work, Consultant's recommendations of payment will include determinations of quantities and classifications of Contractor's work, based on observations and measurements of quantities provided with pay requests. By recommending any payment, Consultant shall not thereby be deemed to have represented that its observations to check Contractor's work have been exhaustive,

extended to every aspect of Contractor's work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Consultant in this Agreement. It will also not impose responsibility on Consultant to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, nor to determine that title to any portion of the work in progress, materials, or equipment has passed to Client free and clear of any liens, claims, security interests, or encumbrances, nor that there may not be other matters at issue between Client and Contractor that might affect the amount that should be paid.

L. Substantial Completion: Consultant will, promptly after notice from Contractor that it considers the entire Work ready for its intended use, in company with Client and Contractor, conduct a site visit to determine if the Work is substantially complete. Work will be considered substantially complete following satisfactory completion of all items with the exception of those identified on a final punch list. If, after considering any objections of Client, Consultant considers the Work substantially complete, Consultant will notify Client and Contractor.

M. Permitting Certification and Close Out Coordination: Consultant will prepare permit close outs for FDEP. Final Notice of Acceptability of the Work. Consultant will conduct a final site visit to determine if the completed Work of Contractor is generally in accordance with the Contract Documents and the final punch list so that Consultant may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Consultant shall also provide a notice that the Work is generally in accordance with the Contract Documents to the best of Consultant's knowledge, information, and belief based on the extent of its services and based upon information provided to Consultant upon which it is entitled to rely.

N. Environmental Permitting Agency Notifications. Kimley-Horn will prepare and submit the pre-construction notifications that are required for the USACE, NOAA and FDEP. Kimley-Horn will attend one virtual pre-construction meeting if it is required by FDEP. Additionally, Kimley-Horn will prepare the as-built certification form for the FDEP and USACE and submit with prepared as-builts, following completion of construction

Limitation of Responsibilities: Consultant shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing the Work. Consultant shall not have the authority or responsibility to stop the work of any Contractor.

Schedule:

These services will be completed as expeditiously as possible. Kimley-Horn assumes a total project schedule of 12 months.

Deliverables:

Deliverables for this project include the following:

- Certification and Close Out Documents
- Final Record Drawings

Kimley»Horn

Method of Compensation:

Kimley-Horn will perform these services for the total lump sum fee of $379,029 inclusive of expenses. Invoices will be billed on a percent complete basis per task. A breakdown of the fee by task is as follows:

Task	*Description*	*Lump Sum Fee*
1	Construction Phase Services	$379,029
Total		**$379,029**

Other Special Terms:

Services provided under this agreement will be invoiced on a monthly basis. All invoices will include a description of services provided.

ACCEPTED:

CITY OF PORT ORANGE , FLORIDA

BY:_____

TITLE:_____

DATE:_____

KIMLEY-HORN AND ASSOCIATES, INC.

BY: _____
Jon Martin, PE

TITLE: Sr. Vice President

DATE:_____

Kimley»Horn

PROPOSAL FOR PORT ORANGE FORCE AND WATER MAINS RIVER CROSSING CONSTRUCTION PHASE SERVICES

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    a. The purpose of Consultant's site visits will be to enable Consultant to better carry out the duties and responsibilities specifically assigned in this Agreement to Consultant, and to provide Client a greater degree of confidence that the completed Work will conform in general to the Contract Documents. Consultant shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over Contractor's work, nor shall KHA have authority over or responsibility for the means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction selected by Contractor, for safety precautions and programs incident to Contractor's work, nor for any failure of Contractor to comply with laws and regulations applicable to Contractor's furnishing and performing the Work. Accordingly, Consultant neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

F. Recommendations with Respect to Defective Work: Consultant will recommend to Client that Contractor's work be disapproved and rejected while it is in progress if, on the basis of such observations, Consultant believes that such work will not produce a completed Project that conforms generally to Contract Documents.

G. Clarifications and Interpretations: Consultant will respond to reasonable and appropriate Contractor requests for information and issue necessary clarifications and interpretations of the Contract Documents to Client as appropriate to the orderly completion of Contractor's work. Any orders authorizing variations from the Contract Documents will be made by Client. Change Orders. Consultant may recommend Change Orders to Client and will review and make recommendations related to Change Orders submitted or proposed by the Contractor. Substitutes and "or-equal." Evaluate and determine the acceptability of substitute or "or- equal" materials and equipment proposed by Contractor in accordance with the Contract Documents, but subject to the provisions of applicable standards of state or local government entities. Inspections and Tests. Consultant may require special inspections or tests of Contractor's work as Consultant deems appropriate, and may receive and review certificates of inspections within Consultant's area of responsibility or of tests and approvals required by laws and regulations or the Contract Documents. Consultant's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. Consultant shall be entitled to rely on the results of such tests and the facts being certified.

H. Disagreements between Client and Contractor. Consultant will, if requested by Client, render written decision on all claims of Client and Contractor relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the progress of Contractor's work. In rendering such decisions, Consultant shall be fair and not show partiality to Client or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.

Meeting Coordination, Documentation and Acceptance:

I. Construction Meeting Coordination: Consultant will coordinate and conduct bi-monthly construction progress meeting with Client and Contractor to review and discuss Contractor's work status and upcoming work objectives. The purpose of these meetings will also be to provide the Contractor an opportunity to address issues encountered and identify potential areas of concern. It is anticipated that these meetings will take place on-site or nearby the project site at a location to be determined. Upon project construction start, Consultant will coordinate with Client and Contractor to determine location and time for meeting at bi-monthly intervals acceptable to all parties.

    i. Construction meetings are not to serve as a form of construction management and the Consultant shall have no responsibility for any Contractor's means, methods, techniques, equipment choice and usage, schedule, safety programs, or safety practices that may be discussed in the meetings. Consultant shall have no authority or responsibility to stop or direct the work of any Contractor.

J. Construction Meeting Agenda and Minutes: The Consultant will prepare meeting agendas prior to each construction meeting and distribute advance copies to Client and Contractor. The Contractor is to provide a two-week look ahead for review by Consultant and Client, which will be discussed at each construction meeting for upcoming work agenda and anticipated challenges or concerns. Consultant will chair construction meetings and record notes related to items outlined in the meeting agenda, look ahead, and discussed as new issues or open dialogue. Minutes will be prepared following the conclusion of each construction meeting, summarizing topics of discussion and action items for Consultant, Client, and Contractor. The Consultant will distribute the meeting minutes to Client and Contractor.

K. Pay Application Review Meetings and Recommendation of Payment: Consultant will meet once monthly with Contractor to review Contractor's application for payment of completed work. Based on its observations, meetings with Contractor and on review of applications for payment and accompanying supporting documentation, Consultant will determine the amounts that Consultant recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute Consultant's representation to Client, based on such observations and review, that, to the best of Consultant's knowledge, information and belief, Contractor's work has progressed to the point indicated and that such work-in-progress is generally in accordance with the Contract Documents subject to any qualifications stated in the recommendation. In the case of unit price work, Consultant's recommendations of payment will include determinations of quantities and classifications of Contractor's work, based on observations and measurements of quantities provided with pay requests. By recommending any payment, Consultant shall not thereby be deemed to have represented that its observations to check Contractor's work have been exhaustive,

extended to every aspect of Contractor's work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Consultant in this Agreement. It will also not impose responsibility on Consultant to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, nor to determine that title to any portion of the work in progress, materials, or equipment has passed to Client free and clear of any liens, claims, security interests, or encumbrances, nor that there may not be other matters at issue between Client and Contractor that might affect the amount that should be paid.

L. Substantial Completion: Consultant will, promptly after notice from Contractor that it considers the entire Work ready for its intended use, in company with Client and Contractor, conduct a site visit to determine if the Work is substantially complete. Work will be considered substantially complete following satisfactory completion of all items with the exception of those identified on a final punch list. If, after considering any objections of Client, Consultant considers the Work substantially complete, Consultant will notify Client and Contractor.

M. Permitting Certification and Close Out Coordination: Consultant will prepare permit close outs for FDEP. Final Notice of Acceptability of the Work. Consultant will conduct a final site visit to determine if the completed Work of Contractor is generally in accordance with the Contract Documents and the final punch list so that Consultant may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Consultant shall also provide a notice that the Work is generally in accordance with the Contract Documents to the best of Consultant's knowledge, information, and belief based on the extent of its services and based upon information provided to Consultant upon which it is entitled to rely.

N. Environmental Permitting Agency Notifications. Kimley-Horn will prepare and submit the pre-construction notifications that are required for the USACE, NOAA and FDEP. Kimley-Horn will attend one virtual pre-construction meeting if it is required by FDEP. Additionally, Kimley-Horn will prepare the as-built certification form for the FDEP and USACE and submit with prepared as-builts, following completion of construction

Limitation of Responsibilities: Consultant shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing the Work. Consultant shall not have the authority or responsibility to stop the work of any Contractor.

Schedule:

These services will be completed as expeditiously as possible. Kimley-Horn assumes a total project schedule of 12 months.

Deliverables:

Deliverables for this project include the following:

- Certification and Close Out Documents
- Final Record Drawings

Kimley»Horn

Method of Compensation:

Kimley-Horn will perform these services for the total lump sum fee of $379,029 inclusive of expenses. Invoices will be billed on a percent complete basis per task. A breakdown of the fee by task is as follows:

Task	*Description*	*Lump Sum Fee*
1	Construction Phase Services	$379,029
Total		**$379,029**

Other Special Terms:

Services provided under this agreement will be invoiced on a monthly basis. All invoices will include a description of services provided.

ACCEPTED:

CITY OF PORT ORANGE , FLORIDA

BY:_____

TITLE:_____

DATE:_____

KIMLEY-HORN AND ASSOCIATES, INC.

BY: _____
Jon Martin, PE

TITLE: Sr. Vice President

DATE:_____

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: Kimley-Horn and Associates, Inc. ("Contractor")

Name of Contact Person: Jonathan Thigpen, Sr. Vice President

Mailing Address: 200 South Orange Avenue, Suite 600

Orlando, FL 32801

E-Mail Contact Address: Jonathan.thigpen@kimley-horn.com

Phone: (407) 898-1511 Fax: (561) 863-8175

- [X] Standard Contract for Service CA No. 7763
- [ ] Piggyback Agreement CA No. _____
- [ ] Purchase Order No. _____

Renewal Term: From January 18, 2026 To: January 17, 2027

Contractor to Provide to City:

- [ ] Updated Bond
- [ ] Insurance Certificate/City as additional insured and Waiver of Subrogation for WC
- [X] Human Trafficking Affidavit

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: _____ **Date:** November 5th, 2025

Signature

Please return to the City of Port Orange as follows:

Department: Engineering Department Telephone: (386) 506-5751

Contract: Julia Wiggins, Business Manager Fax: (386) 756-5370

E-Mail: jwiggins@port-orange.org

For City Use Only:

Department Completes the Following:

- [X] Renewal Accepted by the Department
- [ ] Bond received by the Department ***OR*** [X] Bond not applicable
- [X] Insurance Certificate received by the Department ***OR*** [ ] Insurance waived by City Manager

City Manager: _____ **Date:** 12/17/2025

Original Signed Form Must Be Returned to the City Clerk *Form 13024*

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: Kimley-Horn and Associates, Inc. ("Contractor")

Name of Contact Person: Jonathan Thigpen, Sr. Vice President

Mailing Address: 189 South Orange Avenue
Suite 100, Orlando, FL 32801

E-Mail Contact Address: Jonathan.thigpen@kimley-horn.com

Phone: (407) 898-1511 Fax: (561) 863-8175

☒ Standard Contract for Service CA No. 7763

☐ Piggyback Agreement CA No. _____

☐ Purchase Order No. _____

Renewal Term: From January 18, 2025 To: January 17, 2026

Contractor to Provide to City:

☐ ~~Updated Bond~~ N/A

☑ 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: _____ **Date:** 1/13/25
Signature

Please return to the City of Port Orange as follows:

Department: Engineering Department Telephone: (386) 506-5751

Contract: Julia Wiggins, Business Manager Fax: (386) 756-5370

E-Mai: jwiggins@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:** 1/14/2025

Original Signed Form Must Be Returned to the City Clerk *Form 13024*

CITY OF PORT ORANGE MASTER CONTRACT PROFESSIONAL ENGINEERING SERVICES FOR PUBLIC WORKS, UTILITIES AND ENVIRONMENTAL SERVICES

This Standard Contract for Services ("Contract") is entered into this 18 day of Jan, **2022**, 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 **KIMLEY-HORN AND ASSOCIATES, INC.**, a North Carolina corporation, registered to transact business in Florida, whose principal address is 421 Fayetteville Street, Suite 600, Raleigh, North Carolina 27601 ("Engineer"). The City and Engineer are collectively referred to herein as the "Parties."

The City and the Engineer for Ten Dollars ($10.00) and other good and valuable consideration hereby covenant and agree as set forth below.

1. *Provision of Services*

(a) The Engineer hereby agrees to provide the following services to the City of Port Orange:

(i) Professional continuous utility engineering consulting services to complete a wide range of projects led by the City of Port Orange Public Works and Utilities Department in accordance with Consultants Competitive Negotiation Act, and as more specifically described in Request for Statement of Qualifications 21-03 ("RFSQ 21-03"). This Contract together with RFSQ 21-03, Addendum No. 1, Addendum No. 2, and Engineer'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 Engineer. For convenience, Section 3, Scope of Services, of RFSQ 21-03, and the Schedule of Hourly Billing Rates as submitted by Engineer in Engineer's Proposal are attached hereto as Exhibit "1." A complete copy of RFSQ 21-03 is available in the Office of the City Clerk. Engineer 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: The term of this Contract shall commence on the date this Contract is signed by both of the Parties, and shall continue for a period of three (3) years, or until either party provides the other party written notice of its intent to terminate as provided in this Contract.

Renewals: Upon written agreement of the Parties and appropriation by City Council, this Contract may be renewed for up to two (2) additional one (1) year periods.

Manner and Place: The Engineer shall perform the services as outlined in each project assignment, in accordance with Standard Construction Details as required on all City owned facilities and properties (i.e. rights-of-way) 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. Engineer shall not deliver goods or services without a fully executed task authorization and a written purchase order, signed by an authorized agent of the City of Port Orange.

Time and Essence: Engineer acknowledges that time is of the essence in the completion of the services contemplated by this contract, and shall complete all services within the timeline specified by this contract, and shall complete all services within the timeline specified in the project, and as reflected on the Notice to Proceed.

2. *Authorization for Services* This Contract standing alone does not authorize the performance of any work or services to be provided by the Engineer or require the City to place any orders for work or service. Authorization for performance of services by the Engineer 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 Engineer. A sample Task Authorization is attached hereto as Exhibit "2."

a. All Task Authorizations issued under this Contract shall terminate at the expiration of the term of the Task Authorization, unless amended in writing by the parties. If a Task Authorization issued before the expiration of this Contract cannot be completed until after the expiration of this Contract, then this Contract shall expire on the Completion of Services under said Task Authorization, including any Amendments thereto, and after all work or services under the Task Authorization have been approved and accepted by the City's Contract Administrator. The obligations entered herein by both parties under this Contract and said Task Authorizations shall remain in full force and effect until completion of all work or services performed under this Contract and/or the Task Authorization.

b. No new or additional Task Authorization shall be issued after the original expiration date of this Contract. The extension of this Contract to coincide with the completion of an existing Task Authorization issued prior to the original expiration date of this Contract shall not be construed as or constitute authorization by the City or the Engineer to enter into a new or additional Task Authorization after the original expiration date of this Contract, unless this Contract is renewed prior to entering into a Contract for a new or additional Task Authorization.

3. *City Obligations* The City reserves the right to utilize lump sum or hourly rate compensation, at the hourly rate compensation as set forth in Exhibit "1." Rates may be adjusted on the anniversary of the effective date of this Contract, upon mutual written agreement of the Parties. The City's obligation to pay Engineer under this Contract is limited to an amount not to exceed the appropriated budget per fiscal year. 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. The Engineer shall be paid compensation for all services, labor and material required thereby, and for all expenditures as specified in each Task Authorization. The fee shall be negotiated for each Project Task Authorization to this Contract. The Engineer shall submit a monthly statement for professional services rendered and expenses incurred to date of the statement. The statements for lump sum shall be based upon Engineer's estimate of the proportion of the total services actually completed at the time of billing to the total services to be performed. Such estimates are to be prepared by the Engineer and accompanied by such supporting data as may be required by the Contract Administrator. Compensation for any authorized cost which is not set forth in the Contract shall not exceed the actual, documented out-of-pocket cost to the Engineer, plus fifteen percent (15%). The Contract and Task Authorization(s) do not include retainer fees, nor is there a minimum fee guaranteed during the Contract period.

4. *Contract Administration* The Public Works and Utilities Director, Lynn Stevens, 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 Engineer. For notice provisions, see the paragraph below entitled "Notice."

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

6. *Statement of Engineering Services* The Engineer shall:

(a) Provide all certifications ("Engineer of Record" function) surveys, calculations, drawings, and any other documents required for special permits and authorizations from various government bodies or agencies having jurisdiction over the project;

(b) Prepare a time scaled diagram showing the dates of completion of various design phases and scheduled completion of working drawings and specifications and submit for Contract Administrator's review and approval;

(c) Verify and evaluate technical proposals furnished by the construction Engineer if requested by the City and provide such amplifications and explanations that may be necessary to clarify the intent of the drawings and specifications.

(d) Furnish consultation and advice as requested by the City during the construction of project, including Construction Administration Services (unless otherwise stipulated in a specific amendment attached hereto and made a part thereof);

(e) Furnish all other engineering services including without limitation those specified hereinafter and those required for the completion of specific projects as described in amendments to this contract:

(i) *Site Visits/Special Permits* The Engineer shall visit the site and shall initiate and hold such conferences with representatives of the City and other agencies, boards or government bodies having jurisdiction over the area the project covers and take such other action as may be necessary to obtain permits and authorizations (except the construction permits) and other data upon which to develop the design and preliminary sketches showing the contemplated project.

(ii) *Preliminary Sketches and Opinion of Probable Construction Costs* The preliminary sketches shall include plans, elevations and sections development in such detail and with such descriptive specifications as will clearly indicate the scope of work, and make possible a reasonable opinion of the construction cost and satisfy the requirements of permitting and regulatory agencies having jurisdiction. An opinion of probable construction costs shall be prepared.

(iii) *Working Drawings and Specifications* After the preliminary sketches and opinion of probable construction costs have been approved, the Engineer shall proceed with the preparation of working drawings and specifications as required by the Contract Administrator for the construction of said project. Working drawings, specifications and estimates shall be delivered to the Contract Administrator in such sequence and at such times as required by the City such that the construction work can be initiated promptly, procurement of materials made without delay and continuous prosecution of the work promoted, all in strict accordance with the approved design schedule as provided in Paragraph 5 (b) above. Working drawings and specifications shall be revised as necessary and as required by the Contract Administrator. After working drawings and specifications have been approved by the Contract Administrator, the Engineer shall furnish such number of sets of prints of the approved working drawings and such number of sets of the approved specifications, as may be required by the Contract Administrator.

(iv) *Original Drawings - Final Plans* Upon approval of final plans the Engineer shall deliver to the City one set of original drawings, in such medium and on such materials, as may be required by the Contract Administrator, suitable for blueprinting, showing approved constructed requirements (not of "as-built" construction unless otherwise stipulated), provided, however, that should this contract be terminated by the City the Engineer shall deliver to the City one set of originals as they exist at the time of termination. Such plans as are delivered shall become and remain the property of the City.

(v) *Revision of Final Drawings and Specifications* The engineer shall without additional fee correct and revise the drawings, specifications, or other materials furnished under this contract, if the Contract Administrator finds that such revision is necessary to correct errors or deficiencies for which the Engineer is responsible.

(vi) *Bidding* The Engineer shall perform all necessary engineering services required in connection with the competitive bidding for construction of the project and the preparation of all documents required thereof, including preparation of documents for separate bid packages for multiple contractors if so required by Contract Administrator.

7. *Responsibility of the Engineer* The Engineer shall be responsible for the professional and technical accuracy and the coordination of all designs, drawings, and specifications and other work or materials furnished by the Engineer under this contract. The Engineer shall without additional cost or fee to the City, correct or revise any errors or deficiencies in his performance.

8. *Reuse of Documents* The City shall have unlimited rights, for the benefit of the City in all drawings, designs, specifications, notes and other engineer's work produced in the performance of this contract, or in contemplation thereof, and all as-built drawings produced after completion of the work, including the right to use same on any other City work without additional cost to the City. All documents including Drawings and Specifications prepared by Engineer pursuant to this Contract are instruments of service in respect of the Project. They are not intended or represented to be suitable for reuse by City or others for any other project. Reuse for another project without written verification or adaption by Engineer for the specific purpose intended will be at City's risk. Any such verification or adaption will entitle Engineer to further compensation at rates to be agreed upon by City and Engineer. A reproducible set of plans and specifications shall be delivered to and become the property of the City upon completion of the Project by the Engineer.

9. *Expert Witness* The Engineer shall serve as an expert witness for the City in any legal proceedings regarding this project if the City so requests. The expert witness fee for Engineer shall be negotiated at the time the Engineer is called as an expert.

10. *Modifications to Scope of Work/Change Orders*

(a) Change Orders. The Contract Administrator, upon written approval 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 one or more of the following: the services to be performed, the contract price 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 Engineer's cost of, or time required for the performance of the work hereunder, Engineer shall receive an equitable adjustment and the contract

shall be modified in writing accordingly. Any change shall include all costs and damages related to or incidental to such change.

(c) Any claim by the Engineer for adjustment under this clause shall be asserted in writing within thirty (30) days from the date of receipt by the Engineer of the notification of change unless the Contract Administrator grants a further period of time before the date of final payment under the contract. The Engineer shall proceed with the prosecution of the work as changed. Except as provided in this Contract, the Engineer shall not be entitled to payment for a charge for any extra work or material.

11. *Subcontractors or Sub-Subcontractors*

(a) Any subcontractors and outside associates or consultants required by the Engineer in connection with the services covered by the Contract will be limited to such individuals or firms as are specifically identified in an amendment to this Contract. Any substitution in such subcontractors, associates, or consultants shall be subject to the prior approval of the Contract Administrator.

(b) Engineer shall save and hold the City harmless from any and all claims or actions by Engineer's Subcontractors or Sub-subcontractors for payment of monies such Subcontractor of Sub-subcontractor claims to be owed by Engineer for work performed under this Contract.

(c) Nothing in this Contract shall create any obligation on the part of the City to pay directly to any Subcontractors of Sub-subcontractors or claims of a Subcontractor or Sub-subcontractors for amounts owed by Engineer to Subcontractor or Sub-subcontractor for work performed under this Contract.

(d) Engineer shall be fully responsible for all negligent acts and omissions of it Subcontractors and Sub-subcontractors and of persons directly or indirectly employed by them and of persons of whose negligent acts any of them may be liable to the same extent that it is responsible for the negligent acts and omissions of persons directly employed by it. Nothing in the Contract documents shall create any contractual relationship between any subcontractor and the City or any obligation on the part of the City to pay or to see to the payment of any moneys due any subcontractor to the extent practicable, evidence of amounts paid to the Engineer on account of specific work done in accordance with the schedule of values.

(e) The Engineer shall require all subcontractors or sub-subcontractors or outside associates employed in connection with the performance of this Contract to comply fully with the terms and conditions of this Contract between the City and the Engineer.

12. Termination

(a) The performance of work under this Contract may be terminated by the City in accordance with this clause in whole, or from time to time in part, whenever the Contract Administrator shall determine that such termination is in the best interest of the City. Any such termination shall be effected by delivery to the Engineer of a Notice of Termination specifying the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective.

(b) After receipt of a Notice of Termination, and except as otherwise directed by the Contract Administrator, the Engineer shall:

(i) Stop work under the Contract on the date and to the extent specified in the Notice of Termination.

(ii) Place no further orders or subcontracts for materials, services or facilities, except as may be necessary for completion of such portion of the work under the Contract as it is not terminated.

(iii) Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination.

(iv) Assign to the City in the manner, at the times and to the extent directed by the Contract Administrator, all of the right, title, and interest of the Engineer under the orders and subcontracts so terminated, in which case the City shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.

(v) Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Contract Administrator, to the extent the City may require which approval or ratification shall be final for all the purposes of this clause.

(vi) Transfer title and deliver to the City in the manner, at the times, and to the extent, if any, directed by the Contract Administrator.

a. The fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced as a part of, or acquired in connection with the performance of, the work terminated by the Notice of Termination; and

b. The completed or partially completed plans, drawings, information, and other property which, if the contract has been completed, would have been required to be furnished to the City.

(vii) Complete performance of such part of the work as shall not have been terminated by the Notice of Termination.

(c) After receipt of a Notice of Termination, the Engineer shall submit to the City's Contract Administrator his termination claim, in the form and with certification prescribed by the Contract Administrator. Such claim shall be submitted promptly but in no event later than thirty (30) days from the effective date of termination, unless one or more extensions in writing are granted by the Contract Administrator, upon request of the Engineer made in writing within such thirty (30) days period or authorized extension thereof. Upon failure of the Engineer to submit his termination claim within the time allowed, the Contract Administrator may determine on the basis of information available to him, the amount, if any, due to the Engineer by reason of the termination and shall thereupon pay to the Engineer the amount so determined.

(d) Subject to the provisions of Paragraph 11 (c), the Engineer and the Contract Administrator may agree upon the whole or any part of the amount or amounts to be paid the Engineer by reason of the total or partial termination of work pursuant to this clause, the total or partial termination of work pursuant to this clause, which amount or amounts may include a reasonable allowance for profit on work done; provided, that such agreed amount or amounts exclusive of settlement costs, shall not exceed the total contract price as reduced by the amount of payments otherwise made and as further reduced by the contract price of work not terminated. The Contract shall be amended accordingly and the Engineer shall be paid the agreed amount. Nothing in Paragraph 11 prescribing the amount to be paid to the Engineer, shall be deemed to limit, restrict, or otherwise determine or affect the amount or amounts which may be agreed upon to be paid.

(e) In the event of the failure of the Engineer and the Contract Administrator to agree as provided in Paragraph 11 (d), upon the whole amount to be paid to the Engineer by reason of the termination of work pursuant to this subparagraph, the Contract Administrator shall pay to the Engineer the amounts determined by the Contract Administrator, but without duplication of any amounts agreed upon, as follows:

(i) For completed work and services accepted by the City, the price or prices specified in the contract for such work, less any payments previously made.

(ii) The total of:

a. The costs incurred in the performance of the work and service terminated, including initial costs and preparatory expenses allocable thereto, but exclusive of any costs attributable to the work and services paid or to be paid for under Paragraph 11 (e)(i) hereof;

b. The cost of settling and paying claims arising out of the termination of work or services under subcontracts or orders as provided in Paragraph 11 (b)(v) above, which are properly chargeable to the terminated portion of the contract exclusive of amounts paid or payable on account of work or services delivered or furnished by subcontractors prior to the effective date of termination, which amounts shall be included in the costs payable under Paragraph 11 (a) above; and

c. A sum, as profit on Paragraph 11 (a) above, determined by the Contract Administrator to be fair and reasonable, not to exceed 5% of the Task Authorization.

(iii) In the event the contract is terminated because of Engineer's default, the City may take over the work and services and complete the same by contract or otherwise, and the Engineer shall be liable to the City for any increased cost of the project.

13. *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 Engineer. Should termination be accomplished in accordance with this Section, the City shall be liable only for payments due through the date of termination. 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.

14. *Engineer's Records*. The design, permits and all other records prepared by the Engineer, assembled for the City, subcontracted for the City, and any other records related to the scope of work in the possession of the Engineer shall be retained by the Engineer for the requisite time set forth in Florida Administrative Code Rule 1 B-24 http://dos.myflorida.com/library-archives/records-management/. Engineer may dispose of the records in accordance with Florida law, upon receipt of a signed written release signed by the City Attorney. During the term of this Contract, as amended from time to time, Engineer agrees to indemnify the City for failure to comply with the requirements of this paragraph including costs of litigation and legal fees incurred through all appeals. City reserves the right to select and approve the defense attorney. The Engineer's obligations pursuant to this paragraph shall survive the termination of this Contract, and as amended from time to time.

15. *Examination of Records*

(a) The Engineer 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 Engineer involving transactions related to this Contract.

(b) The Engineer 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 Engineer 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.

16. *Public Records Compliance* Engineer 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 Engineer does not transfer the records to the City.

(d) Upon completion of the Contract, Engineer shall transfer to the City, at no cost, all public records in possession of the Engineer 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 Engineer does not comply with a public records request, the City shall deem the non-compliance a breach of this Contract, and the Engineer may be subject to penalties under Section 119.0701, Florida Statutes.

ENGINEER QUESTIONS RELATING TO ENGINEER'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.

17. *Insurance* Engineer shall maintain insurance, as required herein, during the life of this Contract. Engineer 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 Engineer shall be primary and non-contributory. All insurance coverages of the Engineer shall not seek contribution from any other insurance or self-insurance available to the City. For workers' compensation coverage, the Engineer'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 Engineer may use leased employees if the Engineer 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 Engineer 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. Engineer 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.

Engineer 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 Engineer is responsible for ensuring that its subcontractors maintain the required coverage. Failure of the Engineer to ensure the subcontractors maintain the required coverage, shall not relieve the Engineer 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 Engineer 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 Engineer 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 Engineer 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 Engineer 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 Engineer 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.	
☐	Engineer 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 $25,000.00.**			
☐	**Unless otherwise required by law, City Manager waives Insurance for FOB goods under $25,000.00.**			

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

19. *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.

20. *Liability for Loss or Damage*

(a) Engineer shall be liable for any loss of, or damage to, City property caused by the negligence, recklessness, or intended wrongful misconduct of Engineer, 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, to the extent caused by negligent performance of the Contract by Engineer, his/its agents, servants and employees. Engineer shall submit a full written report to the Finance Director within twenty-four (24) hours following the occurrence of such damage, loss or injury.

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

(a) Engineer 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 Engineer. Engineer agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. Engineer agrees and fully supports and complies with the Americans with Disabilities Act of 1990.

(b) Engineer shall state in all solicitations or advertisements for employees placed by or on behalf of Engineer that Engineer 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. Engineer 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.

22. *E-Verify*. Engineer 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 Engineer on or after the effective date of this Contract and thereafter during the remaining term of this Contract, including all subcontractors. Any subcontract entered into by Engineer with any subcontractor performing work under this Contract shall include the following language: "The Sub-Engineer 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 Engineer on or after the effective date of this Contract and thereafter during the remaining term of the Contract." The Engineer covenants and agrees that if it is found in violation of this section of the Executive Order, such violation shall be a material breach of this Contract and Engineer shall indemnify, defend and hold harmless the City from any fines or penalties levied by a government agency, including the loss or repayment of grant funds by the City.

23. *Disputes* The City Manager, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to Engineer, shall decide disputes with respect to this Contract in the first instance. The decision shall be final and binding unless, within ten (10) days from the date of receipt of the decision of the City Manager, appeal is made to the City Council. 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. Pending a final determination of a properly appealed decision of the City Council, Engineer shall proceed diligently with the performance of this Contract in accordance with that decision.

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. *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.

26. *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: Lynn Stevens, Public Works & Utilities Director
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5575

Engineer:
~~Kimley-Horn and Associates, Inc.~~
Attention: Brian A. Good, ~~Director~~
421 Fayetteville ~~Street~~
Suite ~~600~~
~~Raleigh, North Carolina 27601~~

Attention: Jonathan D. Thigpen, Senior Vice President
189 South Orange Avenue
Suite 1000
Orlando, Florida 32801
(407) 898-1511 – Telephone
(561) 863-8175 – Facsimile
~~Maybe.White@kimley-horn.com~~ jonathan.thigpen@kimley-horn.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. *Truth-in-Negotiations*

(a) For any fixed fee, cost-plus-a-fixed-fee or guaranteed maximum-not-to-exceed compensation professional service contract or compensation in a Task Authorization over $150,000.00, Engineer shall execute a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. Any professional service contract or Task Authorization under which such certificate is required must contain a provision that the original contract price or compensation and any additions thereto will be adjusted to exclude any significant sums by which the City determines the contract price or compensation was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract or compensation adjustments must be made within one (1) year following the end of the Contract. Otherwise, such adjustments shall be deemed waived by the Engineer and null and void for the purposes of this Contract or Task Authorization. The signature on this Contract by the Engineer shall act as the execution of a truth-in-negotiation certificate stating that the wage rates and other factual unit costs supporting the compensation of this Contract are accurate, complete, and current at the time of contracting.

(b) Engineer's signature on this Contract or a Task Authorization shall act as execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation set forth in this Contract or a Task Authorization are accurate, complete, and current at the time of contract. The certification shall also constitute an affirmation that Engineer has disclosed all debts or fees owed to or that are pending before the City prior to the execution of this Contract of Task Authorization.

31. *Waiver of Breach and Materiality* Failure to enforce any provision of this Contract shall not be deemed a waiver of such provision or modification of this Contract. A waiver of any breach of a provision of this Contract shall not be deemed a waiver of any subsequent breach and shall not be construed as a modification of the terms of this Contract.

32. *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 Engineer and the City until the City signs this Agreement.

33. *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: Nicole McConnell

Printed Name: Tucker Hunter

KIMLEY-HORN AND ASSOCIATES, INC.

By: _____
Jonathan D. Thigpen, Senior Vice 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: January 7, 2022

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of ✓ physical presence or ___ online notarization, this 7th day of January, 2022, by Jonathan D. Thigpen, as Senior Vice President of Kimley-Horn and Associates, Inc., a North Carolina corporation, registered to transact business in Florida. He is ✓ personally known or ___ produced _____ as identification.

Notary Public, State of Florida
Printed, typed or stamped name, commission and expiration:

SUSAN M. GREMONPREZ
Commission # GG 298833
Expires February 9, 2023
Bonded Thru Troy Fain Insurance 800-385-7019

Witnesses:

Printed Name: Jamie Miller

Printed Name: Matt Jones

CITY OF PORT ORANGE

By: _____
Donald O. Burnette, Mayor

Date: 1/18/2022

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ✓ physical presence or ___ online notarization, this 18 day of Jan., 2022, by Donald O. Burnette, as Mayor of the City of Port Orange, a Florida municipal corporation, on behalf of the city. He is ✓ personally known or ____ produced _____ as identification.

MATTHEW J. JONES
Commission # GG 931831
Expires January 23, 2024
Bonded Thru Troy Fain Insurance 800-385-7019

_____
Notary Public, State of Florida
Printed, typed or stamped name, commission and expiration:

Witnesses:

Printed Name: Jamie Miller

Printed Name: Matt Jones

ATTEST:

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

Date: 1/18/2022

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me, by means of ✓ physical presence or ___ online notarization, this 18 day of Jan., 2022, by Robin L. Fenwick, as City Clerk of the City of Port Orange, a Florida municipal corporation, on behalf of the city. She is ✓ personally known or ___ produced _____ as identification.

MATTHEW J. JONES
Commission # GG 931831
Expires January 23, 2024
Bonded Thru Troy Fain Insurance 800-385-7019

_____
Notary Public, State of Florida
Printed, typed or stamped name, commission and expiration:

EXHIBIT "1"

Engineer's Schedule of Hourly Billing Rates and RFSQ 21-03 Section 3

Consisting of 2 Pages

KIMLEY HORN AND ASSOCIATES
SCHEDULE OF HOURLY BILLING RATES

Labor Position/Classification Level	Hourly Rate
Principal	$300.00
Senior Project Manager	$230.00
Project Manager	$190.00
Senior Project Engineer	$210.00
Project Engineer	$170.00
Analyst 3	$145.00
Analyst 2	$125.00
Analyst 1	$115.00
Senior Environmental Scientist	$185.00
Environmental Scientist	$130.00
GIS Analyst	$130.00
Grants Coordinator	$175.00
Sr CAD Designer	$185.00
CAD Designer	$150.00
CAD Technician	$110.00
Administrative	$95.00
Clerical	$75.00

Notes:
1. Billing rates listed in the table above are for the period from FY2022 through FY2024.
2. The salary multiplier billing rates include all payroll burden, overheads, and profit.
3. Subconsultants will be billed at 115% of actual cost
~~4. Standard project expenses will be billed as an allocation equivalent to 5.0% of the labor fee.~~

SECTION 3 – SCOPE OF SERVICES AND REQUIREMENTS

SCOPE OF SERVICES

The City of Port Orange is soliciting proposals from qualified firms for professional continuous engineering consulting services to complete a wide range of needs lead by the City of Port Orange Public Works & Utilities Department. The City will select a minimum of three, and up to five firms who can provide all, some, or one of the category service disciplines outlined in the scope of services. Firms do not have to be able to provide all of the services listed in the scope of services. For instance, if a firm only provides Environmental Services then they should state that in their initial Statement and provide all of the supporting data within the submittal to support the type of services provided. Individual firms are the focus of this RFSQ process, therefore the City will not accept Statements of Qualifications submitted with multiple firms (i.e., teams). The City is seeking the most highly qualified firms in the following category service disciplines;

- **Public Utilities (Water, Wastewater, & Reclaimed Water):**
  - Analysis, survey, design, permitting, bidding assistance, engineering services during construction, and State Revolving Funds (SRF) loan assistance for the Cities water, wastewater, and reuse systems. Including but not limited to the Cities wastewater collection and treatment systems, raw water wells, raw water transmission, water treatment, and reclaimed water storage and distribution systems
- **Public Works (Stormwater, Roadways, and Sidewalls/Trails):**
  - Analysis, survey, design, permitting, bidding assistance and engineering during construction for the Cities roadways and sidewalks
  - General stormwater needs as required by the Stormwater Utility Program. The list of services shall consist of, but not be limited to, the following:
  - National Pollutant Discharge Elimination System (NPDES) program assistance and implementation,
  - Total Maximum Daily Load (TMDL) program assistance and implementation including, but not limited to, the evaluation and establishment of estuarine TMDLS and NNC, developing ecosystem goals and targets based on the requirements of the environmental and biological indicators, hydrodynamic modeling, water quality statistical analysis, natural systems analysis and habitat analysis,
  - Watershed management planning including, but not limited to, initial hydrologic and hydraulic modeling of the watersheds in Port Orange, as well as pollutant loading modeling and updates to existing Stormwater Management Master Plans of the watersheds,
  - Engineering analysis/design and permitting of capital improvement projects, and
  - Other stormwater/environmental needs that may arise.
- **Environmental Services:**
  - Provide services related to wetlands mitigation bank management, gopher tortoise mitigation bank management, potable drinking water Consumptive Use Permit (CUP) permit monitoring, reporting, and compliance assistance, hydrologic services related to potable water wellfield management and development
  - Monitoring, sampling, and reporting services as required for permits issued and regulated by various local and State agencies such as Consumptive Use Permitting and other operational permits issued to the City by St. Johns River Water Management, U.S. Army Corps of Engineers, and the Florida Department of Environmental Protection for the operation of the Cities Wetlands Mitigation Bank, Gopher Tortoise Mitigation Bank each have very specific and differing water sampling, monitoring, and reporting procedures and requirements.
- **Grant Compliance Assistance:**
  - Provide Grant Compliance assistance for local, state, and federally administered grants, including but not limited to, HUD Community Development Block Grants, FEMA Hazard Mitigation Grant Program, FDEP Legislative Appropriation grants. Services will include tasks such as; Assistance with U.S. Department of Housing and Urban Development Environmental Review Record Development for projects funded with Community Development Block Grant Funds. Reviewing, monitoring, evaluating and acting upon documentation required for Construction Contract compliance.

[End of Scope of Services - Remainder of this page left intentionally blank]

EXHIBIT "2"

Task Authorization Template

Consisting of 4 Pages

TASK AUTHORIZATION NO. ___
Master Contract for Services dated _____
Between the City of Port Orange, Florida and Kimley-Horn and Associates, 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 **KIMLEY-HORN AND ASSOCIATES, INC.**, North Carolina corporation, registered to transact business in Florida, with its principal place of business at 421 Fayetteville Street, Suite 600, Raleigh, North Carolina 27601 ("Engineer"), and hereinafter collectivelyreferred to as the "Parties," and is to that certain Master Contract relating to Professional Engineering Services for Public Works, Utilities and Environmental 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, Engineer 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. Engineer shall complete the services to be provided herein within _____ days of the date of written notice by the City to the Engineer.

4. In return for the services identified above, the City agrees to compensate Engineer 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. *Truth-in-Negotiations*

(a) For any fixed fee, cost-plus-a-fixed-fee or guaranteed maximum-not-to-exceed compensation professional service contract or compensation in a Task Authorization over $150,000.00, Engineer shall execute a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. Any professional service contract or Task Authorization under which such certificate is required must contain a provision that the original contract price or compensation and any additions thereto will be adjusted to exclude any significant sums by which the City determines the contract price or compensation was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract or compensation adjustments must be made within one (1) year following the end of the Contract. Otherwise, such adjustments shall be deemed waived by the Engineer and null and void for the purposes of this Contract or Task Authorization. The signature on this Contract by the Engineer shall act as the execution of a truth- in-negotiation certificate stating that the wage rates and other factual unit costs supporting the compensation of this Contract are accurate, complete, and current at the time of contracting.

(b) Engineer's signature on this Contract or a Task Authorization shall act as execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation set forth in this Contract or a Task Authorization are accurate, complete, and currentat the time of contract. The certification shall also constitute an affirmation that Engineer has disclosed all debts or fees owed to or that are pending before the City prior to the execution of this Contract of Task Authorization

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 Engineer 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:

KIMLEY-HORN AND ASSOCIATES, INC.

_____
Printed Name:_____

By:_____
Jonathan D. Thigpen, Senior Vice President

_____
Printed Name:_____

Date:_____

Witnesses:

CITY OF PORT ORANGE

_____

Printed Name:_____

By:_____
Donald Burnette, Mayor ***or***
Wayne Clark, City Manager

_____

Printed Name:_____

Date:_____

Witnesses:

ATTEST:

_____

Printed Name:_____

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

_____

Printed Name:_____

Date:_____

HUMAN TRAFFICKING AFFIDAVIT
(SECTION 787.06, FLORIDA STATUTES)

STATE OF Florida §
§
COUNTY OF Orange §

The undersigned ("Affiant"), on behalf of the entity listed below ("Entity"), after being duly sworn, hereby attests as follows:

1. My name is Jonathan D. Thigpen. I am over the age of Twenty-one years old. I am the Sr. Vice President (Title) of Kimley-Horn and Associates, 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: November 5, 2025

Signed: _____
Print Name: Jonathan D. Thigpen
Title: Sr. Vice President

SUBSCRIBED AND SWORN before me by means of [X] physical presence or [__] online notarization on the 5th day of November, 2025 by Jonathan D. Thigpen as Sr. Vice President on behalf of Kimley-Horn and Associates, Inc. who is personally known to me or who has produced N/A as identification.

(Notary Seal)

SUSAN M. GREMONPREZ
Commission # HH 355784
Expires February 9, 2027

_____
Notary Public, State of Florida
Printed name, commission and expiration of commission term

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/16/2026

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 Edgewood Partners Ins Center 3780 Mansell Rd. Suite 370 Alpharetta GA 30022	**CONTACT NAME:** Jerry Noyola **PHONE (A/C, No, Ext):** 770.552.4225 **FAX (A/C, No):** **E-MAIL ADDRESS:** greylingcerts@greyling.com
INSURED KIMLASS Kimley-Horn and Associates, Inc. 421 Fayetteville Street, Suite 600 Raleigh, NC 27601	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** National Union Fire Ins Co of Pittsburg — 19445 **INSURER B :** New Hampshire Insurance Company — 23841 **INSURER C :** Lloyd's of London — 85202 **INSURER D :** Columbia Casualty Company — 31127 **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 67824281 **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	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR X Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC OTHER:			GL5268169	4/1/2026	4/1/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 1,000,000 $ 25,000 $ 2,000,000 $ 4,000,000 $ 4,000,000
A A	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY			CA4489663 (AOS) CA2970071 (MA)	4/1/2026 4/1/2026	4/1/2027 4/1/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ $ $
D	X **UMBRELLA LIAB** X OCCUR X **EXCESS LIAB** CLAIMS-MADE DED X RETENTION $ 10,000			8038116944	4/1/2026	4/1/2027	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
B B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC067961230 (AOS) WC013711885 (CA)	4/1/2026 4/1/2026	4/1/2027 4/1/2027	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 2,000,000 $ 2,000,000 $ 2,000,000
C	Professional Liability			RLUSP26000552026	4/1/2026	4/1/2027	Per Claim Aggregate	$2,000,000 $2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Master Contract Professional Engineering Services for Public Works, Utilities & Environmental Services; Nicole McConnell. The City of Port Orange is named as an Additional Insured with respects to General & Automobile Liability where required by written contract. The above referenced liability policies with the exception of workers compensation and professional liability are primary & non-contributory where required by written contract. Waiver of Subrogation in favor of Additional Insured(s) with respects to Workers Compensation where required by written contract & allowed by law. Should any of the above described policies be cancelled by the issuing insurer before the expiration date thereof, 30 days' written notice (except 10 days for nonpayment of premium) will be provided to the Certificate Holder.

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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CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 6/16/2026

SUBJECT: (B7) Resolution No. 26-30 - Approval of Contract #H1301 for the Hurricane Nicole Hazard Mitigation Grant Program (HMGP) to Demolish and Reconstruct one home - Port Orange Project CD241

DEPARTMENT: Community Development

GOAL: 1 - Public Safety
3 - Quality of Life

RECOMMENDED MOTION: Move to approve Resolution No. 26-30.

SUMMARY: At the October 17, 2023, meeting City Council approved Resolution No. 23-53 authorizing staff to submit an application to the Florida Division of Emergency Management (FDEM) for a Hurricane Nicole Hazard Mitigation Grant Program Grant to demolish and reconstruct one manufactured home.

On March 9, 2026, the Federal Emergency Management Agency (FEMA) officially awarded funding for the Hurricane Nicole Hazard Mitigation Grant Program (HMGP) project to demolish and reconstruct one manufactured home located in the Colony in the Wood Subdivision. On April 22, 2026, the City was provided with the Hurricane Nicole Hazard Mitigation Grant Program (HMGP) Agreement (H1301).

The Hurricane Nicole HMGP Grant Agreement has a total project cost of $210,621.60. Of this amount, $160,473.60, or 75% of the total project cost, is federally funded through HMGP. The remaining $50,148.00, or 25% of the total project cost, represents the required non-federal cost share and will be paid by the participating homeowner prior to the commencement of construction. The homeowners' 25% cost share is not reimbursable under the HMGP program.

HMGP is a cost-reimbursement grant program with a 75% federal / 25% non-federal cost share requirement. Under HMGP requirements, the homeowner is required to pay the 25% non-federal cost share prior to the commencement of construction, and the City funds the remaining 75% during project implementation. Upon completion of eligible work and submission of the required documentation, FEMA reimburses the City for the eligible 75% federal share of project costs. The homeowner is not eligible to apply directly for HMGP funding; therefore, the City applied for the grant on their behalf and is responsible for administering and overseeing the work.

The reconstruction of this home will significantly reduce the risk of future impacts from

future weather events. All demolition and reconstruction activities are voluntary. All activities associated with the demolition and reconstruction will be performed in compliance with applicable Federal, State, and Local Rules and Regulations.

Selection of contractor(s) in compliance with federal procurement requirements is anticipated later this year, and demolition and reconstruction of the home are anticipated to start in early 2027. After bid selection and permitting, the demolition and reconstruction process typically takes 10 months. It is anticipated that the project will be completed in late 2027. According to the HMGP Agreement, the City has until January 31, 2028 to complete this project.

PRESENTER: Tim Burman

ATTACHMENTS:

1.	Resolution No. 26-30 w exhibit	Resolution No. 26-30 w exhibit.pdf
2.	4680-029-R-SR_Signature	4680-029-R-SR_Signature.pdf
3.	UPDATED Nicole H1301 - Demolition Location Map	UPDATED Nicole H1301 - Demolition Location Map.pdf

Margaret Tomlinson	Created/Initiated - 05/27/2026
Tim Burman	Approved - 05/27/2026
Sue Wang	Approved - 05/29/2026
Shannon Balmer	Approved - 06/05/2026
Wayne Clark	Final Approval - 06/05/2026

RESOLUTION NO. 26-30

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA; ACCEPTING THE FEDERAL EMERGENCY MANAGEMENT AGENCY ("FEMA") HAZARD MITIGATION GRANT PROGRAM ("HMGP") AWARD, ADMINISTERED BY FLORIDA DIVISION OF EMERGENCY MANAGEMENT ("FDEM"), IDENTIFIED AS PROJECT NO. 4680-029-R (AGREEMENT NO. H1301), FOR THE PURPOSE OF DEMOLITION AND RECONSTRUCTION OF ONE HOME LOCATED WITHIN A FLOOD ZONE AE AREA; AUTHORIZING THE CITY MANAGER TO EXECUTE THE GRANT AGREEMENT AND NECESSARY DOCUMENTS RELATED TO THE FACILITATION OF THE GRANT AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Hazard Mitigation Grant Program (HMGP) provides grants to states and local governments to implement long-term hazard mitigation measures after a major disaster declaration; and

WHEREAS, the City of Port Orange ("City") has been awarded funding through the Federal Emergency Management Agency's (FEMA) Hazard Mitigation Grant Program (HMGP), administered by the Florida Division of Emergency Management (FDEM), under Project No. 4680-029-R (Agreement No. H1301), hereinafter "Grant"; and

WHEREAS, HMGP provides funding for technically feasible, cost-effective, activities that reduce or eliminate long-term risk to people and property from natural disasters; and

WHEREAS, the property located at 21 Cypress in the Wood, Port Orange, Florida, has sustained heavy flood damage on numerous occasions; and

WHEREAS, the owner of the property located at 21 Cypress in the Wood, Port Orange, Florida, voluntarily elects to participate in the Hazard Mitigation Grant Program; and

WHEREAS, on October 17, 2023, City Council approved Resolution No. 23-53 authorizing staff to submit an application to the Florida Division of Emergency Management (FDEM) for a Hurricane Nicole Hazard Mitigation Grant Program to demolish and reconstruct one manufactured home at a cost of approximately $210,621.60; and

WHEREAS, the Florida Division of Emergency Management has provided a Grant agreement (Project No. 4680-029-R (Agreement No. H1301)) for federal cost share funds in the amount of $150,444.00 (75% of the total project cost) and an award of Sub-Recipient Management Costs ("SRMC") in the amount of $10,029.60, for a total

grant award in the amount of $160,473.60 (federal cost share plus SRMC), a copy of which is attached to this resolution and marked as **Exhibit "A"** and made a part hereof by reference; and

WHEREAS, the remaining $50,148.00, or 25% of the total project cost, represents the required non-federal cost share and will be paid by the participating homeowner prior to the commencement of construction; and

WHEREAS, after a review of the Grant conditions and requirements, the City of Port Orange has determined that applying for the Grant serves the overall interests of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA:

Section 1. That the foregoing "WHEREAS" clauses are ratified and confirmed as being true and correct and are incorporated in this Resolution.

Section 2. The City Council of the City of Port Orange, Florida, hereby approves the terms, conditions and requirements of the Grant.

Section 3. The City Manager is authorized to execute the Grant agreement and any required documents necessary to effectuate the intent of this Resolution, including administrative actions for compliance, reporting, and reimbursement.

Section 4. This Resolution shall be in full force and effect immediately upon its passage and 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

EXHIBIT "A"

SUB-RECIPIENT AGREEMENT CHECKLIST

DIVISION OF EMERGENCY MANAGEMENT
MITIGATION BUREAU
FISCAL OPERATIONS UNIT
HMGP

REQUEST FOR REVIEW AND APPROVAL	
SUB-RECIPIENT:	City of Port Orange
PROJECT #:	4680-029-R
PROJECT TITLE:	City of Port Orange, Groves Manufactured Home, Mitigation Reconstruction
HMGP CONTRACT #:	H1301
SM CONTRACT #: (if applicable)	
MODIFICATION #:	

SUB-RECIPIENT REPRESENTATIVE (POINT OF CONTACT)	
	Valerie Duhl **Community Development Engineer** **1000 City Center Circle** **Port Orange, FL 32129**

Enclosed is your copy of the proposed contract(s)/modification(s) between **City of Port Orange** and the Florida Division of Emergency Management (FDEM).

	COMPLETE
☐	This form is required to be included with all Reviews, Approvals, and Submittals
☒	Reviewed and Approved
☒	Signed & Dated Electronic Copy of HMGP Contract by Official Representative
☐	Signed & Dated Electronic Copy of SM Contract by Official Representative (if applicable)
☒	**Copy of the organization's resolution or charter** that specifically identifies the person or position that is authorized to sign, if not Chairman, Mayor, or Chief
☐	Attachment I - Federal Funding Accountability and Transparency Act (FFATA) - completed, signed, and dated ☐ N/A for Modifications or State Funded Agreements
☒	Attachment K – Certification Regarding Lobbying - completed, signed, and dated ☐ N/A for Modifications or State Funded Agreements
☒	Attachment L – FACTS - completed, signed, and dated ☐ N/A for Modifications or State Funded Agreements
☒	Attachment M – Foreign County of Concern Affidavit completed, signed, and dated ☐ N/A for Modifications or State Funded Agreements
☒	Electronic Submittal to the Grant Specialist

If you have any questions regarding this contract, or who is authorized to sign it, please contact your Project Manager at (850)-570-2909 or email me at **Renee.Singh@em.myflorida.com**.

Agreement Number: **H1301**

Project Number: **4680-029-R**

FEDERALLY-FUNDED SUBAWARD AND GRANT AGREEMENT

2 C.F.R. §200.1 states that a "subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract."

As defined by 2 C.F.R. §200.1, "pass-through entity" means "a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program."

As defined by 2 C.F.R. §200.1 , "Sub-Recipient" means "an entity, usually but not limited to non-Federal entities that receives a subaward from a pass-through entity to carry out part of a Federal program."

As defined by 2 C.F.R. §200.1, "Federal award" means "Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity."

As defined by 2 C.F.R. §200.1, "subaward" means "an award provided by a pass-through entity to a Sub-Recipient for the Sub-Recipient to carry out part of a Federal award received by the pass-through entity."

The following information is provided pursuant to 2 C.F.R. §200.332:

Sub-Recipient's name:	City of Port Orange
Sub-Recipient's unique entity identifier (UEI/FEIN):	LV8ZD1LYF3H4 / 596000412
Federal Award Identification Number (FAIN):	FEMA-DR-4680-FL
Federal Award Date:	March 9, 2026
Subaward Period of Performance Start and End Date:	October 3, 2023 through January 31, 2028
Amount of Federal Funds Obligated by this Agreement:	$160,473.60
Total Amount of Federal Funds Obligated to the Sub-Recipient by the pass-through entity to include this Agreement:	$160,473.60
Total Amount of the Federal Award committed to the Sub-Recipient by the pass-through entity	$160,473.60
Federal award project description (see FFATA):	Mitigation Reconstruction
Name of Federal awarding agency:	Federal Emergency Management Agency
Name of pass-through entity:	FL Division of Emergency Management
Contact information for the pass-through entity:	Renee.Singh@em.myflorida.com
Catalog of Federal Domestic Assistance (CFDA) Number and Name:	97.039 Hazard Mitigation Grant Program
Whether the award is R&D:	N/A
Indirect cost rate for the Federal award:	N/A

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

For the purposes of this Agreement, the Division serves as the pass-through entity for a Federal award, and the Sub-Recipient serves as the recipient of a subaward.

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

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

B. The State of Florida received these grant funds from the Federal government, and the Division has the authority to subgrant these funds to the Sub-Recipient upon the terms and conditions outlined below; and,

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

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

(1) APPLICATION OF STATE LAW TO THIS AGREEMENT

2 C.F.R. §200.302(a) provides: “Each state must expend and account for the Federal award in accordance with state laws and procedures for expending and accounting for the state's own funds.” Therefore, section 215.971, Florida Statutes, entitled “Agreements funded with federal or state assistance”, applies to this Agreement.

(2) LAWS, RULES, REGULATIONS AND POLICIES

a. The Sub-Recipient's performance under this Agreement is subject to 2 C.F.R. Part 200, entitled “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.”

b. As required by section 215.971(1), Florida Statutes, this Agreement includes:

i. A provision specifying a scope of work that clearly establishes the tasks that the Sub-Recipient is required to perform.

ii. A provision dividing the agreement into quantifiable units of deliverables that must be received and accepted in writing by the Division before payment. Each deliverable must be directly related to the scope of work and specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.

iii. A provision specifying the financial consequences that apply if the Sub-Recipient fails to perform the minimum level of service required by the agreement.

iv. A provision specifying that the Sub-Recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period.

v. A provision specifying that any balance of unobligated funds which has been advanced or paid must be refunded to the Division.

vi. A provision specifying that any funds paid in excess of the amount to which the Sub-Recipient is entitled under the terms and conditions of the agreement must be refunded to the Division.

c. In addition to the foregoing, the Sub-Recipient and the Division shall be governed by all applicable State and Federal laws, rules and regulations, including those identified in Attachment B. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

(3) CONTACT

a. In accordance with section 215.971(2), Florida Statutes, the Division's Grant Manager shall be responsible for enforcing performance of this Agreement's terms and conditions and shall serve as the Division's liaison with the Sub-Recipient. As part of his/her duties, the Grant Manager for the Division shall:

i. Monitor and document Sub-Recipient performance; and,

ii. Review and document all deliverables for which the Sub-Recipient requests payment.

b. The Division's Grant Manager for this Agreement is:

Renee Singh
Project Manager
Bureau of Mitigation
Florida Division of Emergency Management
2489 Shumard Oak Blvd.
Tallahassee, FL 32399-2100
Telephone: 850-570-2909
Email: Renee.Singh@em.myflorida.com

The Division's Alternate Grant Manager for this Agreement is:

Kathleen Marshall
Community Program Manager
Bureau of Mitigation
Florida Division of Emergency Management
2489 Shumard Oak Boulevard
Tallahassee, FL 32399
Telephone: 850-815-4503
Email: Kathleen.Marshall@em.myflorida.com

1. The name and address of the Representative of the Sub-Recipient responsible for the administration of this Agreement is:

   Valerie Duhl
   Community Development Engineer
   1000 City Center Circle
   Port Orange, FL 32129
   Telephone: 386-878-8965
   Email: vduhl@port-orange.org

2. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be provided to the other party.

(4) TERMS AND CONDITIONS

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

(5) EXECUTION

This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(6) MODIFICATION

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

(7) SCOPE OF WORK

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

(8) PERIOD OF AGREEMENT

This Agreement shall begin on October 3, 2023 and shall end on January 31, 2028, unless terminated earlier in accordance with the provisions of Paragraph (17) of this Agreement. Consistent with the definition of "period of performance" contained in 2 C.F.R. §200.1, the term "period of agreement" refers to the time during which the Sub-Recipient "may incur new obligations to carry out the work authorized under" this Agreement. In accordance with section 215.971(1)(d), Florida Statutes, the Sub-Recipient may expend funds authorized by this Agreement "only for allowable costs resulting from obligations incurred during" the period of agreement.

The terms of this Agreement are intended to encompass the Pre-Award period. If applicable, the Pre-Award period and FEMA approved Pre-Award costs shall be outlined in Attachment A of this Agreement ("Budget and Scope of Work").

(9) FUNDING

a. This is a cost-reimbursement Agreement, subject to the availability of funds.

b. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with either chapter 216, Florida Statutes, or the Florida Constitution.

c. The Division will reimburse the Sub-Recipient only for allowable costs incurred by the Sub-Recipient in the successful completion of each deliverable. The maximum reimbursement amount for each deliverable is outlined in Attachment A of this Agreement ("Budget and Scope of Work"). The maximum reimbursement amount for the entirety of this Agreement is **$160,473.60**.

d. As required by 2 C.F.R. §200.415(a), any request for payment under this Agreement must include a certification, signed by an official who is authorized to legally bind the Sub-Recipient, which reads as follows: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

e. The Division will review any request for reimbursement by comparing the documentation provided by the Sub-Recipient against a performance measure, outlined in Attachment A, that clearly delineates:

i. The required minimum acceptable level of service to be performed; and,

ii. The criteria for evaluating the successful completion of each deliverable.

f. The performance measure required by section 215.971(1)(b), Florida Statutes, remains consistent with the requirement for a "performance goal", which is defined in 2 C.F.R. §200.1 as "a target level of performance expressed as a tangible, measurable objective, against which actual achievement can be compared." It also remains consistent with the requirement, contained in 2 C.F.R. §200.329, that the Division and the Sub-Recipient "relate financial data to performance goals and objectives of the Federal award."

g. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for overtime expenses in accordance with 2 C.F.R. §200.430 ("Compensation—personal services") and 2 C.F.R. §200.431 ("Compensation—fringe benefits"). If the Sub-Recipient seeks reimbursement for overtime expenses for periods when no work is performed due to vacation, holiday, illness, failure of the employer to provide sufficient work, or other similar cause (*See* 29 U.S.C. §207(e)(2)), then the Division will treat the expense as a fringe benefit. 2 C.F.R. §200.431(a) defines fringe benefits as "allowances and services provided by employers to their employees as compensation in addition to regular salaries and wages." Fringe benefits are allowable under this Agreement as long as

the benefits are reasonable and are required by law, Sub-Recipient-employee agreement, or an established policy of the Sub-Recipient. 2 C.F.R. §200.431(b) provides that the cost of fringe benefits in the form of regular compensation paid to employees during periods of authorized absences from the job, such as for annual leave, family-related leave, sick leave, holidays, court leave, military leave, administrative leave, and other similar benefits, are allowable if all of the following criteria are met:

i. They are provided under established written leave policies;

ii. The costs are equitably allocated to all related activities, including Federal awards; and,

iii. The accounting basis (cash or accrual) selected for costing each type of leave is consistently followed by the non-Federal entity or specified grouping of employees.

h. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for travel expenses in accordance with 2 C.F.R. §200.474. As required by the Reference Guide for State Expenditures, reimbursement for travel must be in accordance with section 112.061, Florida Statutes, which includes submission of the claim on the approved state travel voucher. If the Sub-Recipient seeks reimbursement for travel costs that exceed the amounts stated in section 112.061(6)(b), Florida Statutes ($6 for breakfast, $11 for lunch, and $19 for dinner), then the Sub-Recipient must provide documentation that:

i. The costs are reasonable and do not exceed charges normally allowed by the Sub-Recipient in its regular operations as a result of the Sub-Recipient's written travel policy; and,

ii. Participation of the individual in the travel is necessary to the Federal award.

i. The Division's grant manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the grant agreement period and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Sub-Recipient.

j. As defined by 2 C.F.R. §200.1, the term "improper payment" means or includes:

i. Any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements; and,

ii. Any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.

k. No reimbursements shall be made for costs outside the period of agreement, as defined in paragraph (8) of this Agreement.

(10) <u>RECORDS</u>

a. As required by 2 C.F.R. §200.336, the Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the Division, or any of their authorized representatives, shall enjoy the right of access to any documents, papers, or other records of the Sub-Recipient which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents. Finally, the right of access is not limited to the required retention period but lasts as long as the records are retained.

b. As required by 2 C.F.R. §200.332(a)(5), the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Sub-Recipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents.

c. As required by Florida Department of State's record retention requirements (Chapter 119, Florida Statutes) and by 2 C.F.R. §200.334, the Sub-Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, as well as the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of five (5) years from the date of submission of the final expenditure report. The following are the only exceptions to the five (5) year requirement:

i. If any litigation, claim, or audit is started before the expiration of the 5-year period, then the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

ii. When the Division or the Sub-Recipient is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.

iii. Records for real property and equipment acquired with Federal funds must be retained for 5 years after final disposition.

iv. When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 5-year retention requirement is not applicable to the Sub-Recipient.

v. Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.

vi. Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a

particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).

d. In accordance with 2 C.F.R. §200.335, the Federal awarding agency must request transfer of certain records to its custody from the Division or the Sub-Recipient when it determines that the records possess long-term retention value.

e. In accordance with 2 C.F.R. §200.336, the Division must always provide or accept paper versions of Agreement information to and from the Sub-Recipient upon request. If paper copies are submitted, then the Division must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.

f. As required by 2 C.F.R. §200.303, the Sub-Recipient shall take reasonable measures to safeguard protected personally identifiable information and other information the Federal awarding agency or the Division designates as sensitive or the Sub-Recipient considers sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.

g. Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) provides the citizens of Florida with a right of access to governmental proceedings and mandates three, basic requirements: (1) meetings of public boards or commissions must be open to the public; (2) reasonable notice of such meetings must be given; and, (3) minutes of the meetings must be taken and promptly recorded. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the open government requirements. However, the Government in the Sunshine Law applies to private entities that provide services to governmental agencies and that act on behalf of those agencies in the agencies' performance of their public duties. If a public agency delegates the performance of its public purpose to a private entity, then, to the extent that private entity is performing that public purpose, the Government in the Sunshine Law applies. For example, if a volunteer fire department provides firefighting services to a governmental entity and uses facilities and equipment purchased with public funds, then the Government in the Sunshine Law applies to board of directors for that volunteer fire department. Thus, to the extent that the Government in the Sunshine Law applies to the Sub-Recipient based upon the funds provided under this Agreement, the meetings of the Sub-Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board may be subject to open government requirements. These meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with chapter 119, Florida Statutes.

h. Florida's Public Records Law provides a right of access to the records of the state and local governments as well as to private entities acting on their behalf. Unless specifically exempted

from disclosure by the Legislature, all materials made or received by a governmental agency (or a private entity acting on behalf of such an agency) in conjunction with official business which are used to perpetuate, communicate, or formalize knowledge qualify as public records subject to public inspection. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the public record requirements. However, when a public entity delegates a public function to a private entity, the records generated by the private entity's performance of that duty become public records. Thus, the nature and scope of the services provided by a private entity determine whether that entity is acting on behalf of a public agency and is therefore subject to the requirements of Florida's Public Records Law.

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

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (850) 815-7671 Records@em.myflorida.com, or 2489 Shumard Oak Boulevard, Tallahassee, FL 32399.

(11) AUDITS

a. The Sub-Recipient shall comply with the audit requirements contained in 2 C.F.R. Part 200, Subpart F.

b. In accounting for the receipt and expenditure of funds under this Agreement, the Sub-Recipient shall follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R. §200.1, GAAP "has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB)."

c. When conducting an audit of the Sub-Recipient's performance under this Agreement, the Division shall use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by 2 C.F.R. §200.1, GAGAS, "also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits."

d. If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Sub-Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and

Agreement provisions within thirty (30) days after the Division has notified the Sub-Recipient of such non-compliance.

e. The Sub-Recipient shall have all audits completed by an independent auditor, which is defined in section 215.97(2)(i), Florida Statutes, as "an independent certified public accountant licensed under chapter 473." The independent auditor shall state that the audit complied with the applicable provisions noted above. The audit must be received by the Division no later than nine months from the end of the Sub-Recipient's fiscal year.

f. The Sub-Recipient shall send copies of reporting packages for audits conducted in accordance with 2 C.F.R. Part 200, by or on behalf of the Sub-Recipient, to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General

2489 Shumard Oak Boulevard

Tallahassee, Florida 32399-2100

g. The Sub-Recipient shall send the Single Audit reporting package and Form SF-SAC to the Federal Audit Clearinghouse by submission online at:

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

h. The Sub-Recipient shall send any management letter issued by the auditor to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General

2489 Shumard Oak Boulevard

Tallahassee, Florida 32399-2100

(12) REPORTS

a. Consistent with 2 C.F.R. §200.328, the Sub-Recipient shall provide the Division with quarterly reports and a close-out report. These reports shall include the current status and progress by the Sub-Recipient and all subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

b. Quarterly reports are due to the Division no later than fifteen (15) days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30, and December 31.

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

d. If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, then the Division may withhold further payments until they are completed or may take other action as stated in Paragraph (16) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Scope of Work.

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

f. The Sub-Recipient shall provide additional reports and information identified in Attachment F.

(13) MONITORING

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

b. In addition to reviews of audits, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits, and/or other procedures. The Sub-Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that a limited scope audit of the Sub-Recipient is appropriate, the Sub-Recipient agrees to comply with any additional instructions provided by the Division to the Sub-Recipient regarding such audit. The Sub-Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Sub-Recipient throughout the contract term to ensure timely completion of all tasks.

(14) LIABILITY

a. Unless Sub-Recipient is a State agency or subdivision, as defined in section 768.28(2), Florida Statutes, the Sub-Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement and, as authorized by section 768.28(19), Florida Statutes, Sub-Recipient shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Sub-Recipient agrees that it is not an employee or agent of the Division, but is an independent contractor.

b. As required by section 768.28(19), Florida Statutes, any Sub-Recipient which is a state agency or subdivision, as defined in section 768.28(2), Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the

Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any Sub-Recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(15) DEFAULT

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (16); however, the Division may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment if:

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

b. Material adverse changes occur in the financial condition of the Sub-Recipient at any time during the term of this Agreement, and the Sub-Recipient fails to cure this adverse change within thirty (30) days from the date written notice is sent by the Division;

c. Any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete or insufficient information; or,

d. The Sub-Recipient has failed to perform and complete on time any of its obligations under this Agreement.

(16) REMEDIES

If an Event of Default occurs, then the Division shall, after thirty (30) calendar days written notice to the Sub-Recipient and upon the Sub-Recipient's failure to cure within those thirty (30) days, exercise any one or more of the following remedies, either concurrently or consecutively:

a. Terminate this Agreement, provided that the Sub-Recipient is given at least thirty (30) days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (3) herein;

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

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

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

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

i. Request additional information from the Sub-Recipient to determine the reasons for or the extent of non-compliance or lack of performance,

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

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

iv. Require the Sub-Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible;

f. Exercise any other rights or remedies which may be available under law.

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

(17) TERMINATION

a. The Division may terminate this Agreement for cause after thirty (30) days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Sub-Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under chapter 119, Florida Statutes, as amended.

b. The Division may terminate this Agreement for convenience or when it determines, in its sole discretion that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Sub-Recipient with thirty (30) calendar day's prior written notice.

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

d. In the event that this Agreement is terminated, the Sub-Recipient will not incur new obligations for the terminated portion of the Agreement after the Sub-Recipient has received the notification of termination. The Sub-Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Sub-Recipient shall not be relieved of liability to the Division because of any breach of Agreement by the Sub-Recipient. The

Division may, to the extent authorized by law, withhold payments to the Sub-Recipient for the purpose of set-off until the exact amount of damages due the Division from the Sub-Recipient is determined.

(18) PROCUREMENT

a. The Sub-Recipient shall ensure that any procurement involving funds authorized by the Agreement complies with all applicable federal and state laws and regulations, to include 2 C.F.R. §§200.318 through 200.327 as well as Appendix II to 2 C.F.R. Part 200 (entitled "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards").

b. As required by 2 C.F.R. §200.318(i), the Sub-Recipient shall "maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price."

c. As required by 2 C.F.R. §200.318(b), the Sub-Recipient shall "maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders." In order to demonstrate compliance with this requirement, the Sub-Recipient shall document, in its quarterly report to the Division, the progress of any and all subcontractors performing work under this Agreement.

d. The Sub-Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Division and Sub-Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.

e. As required by 2 C.F.R. §200.318(c)(1), the Sub-Recipient shall "maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts."

f. As required by 2 C.F.R. §200.319(a), the Sub-Recipient shall conduct any procurement under this agreement "in a manner providing full and open competition." Accordingly, the Sub-Recipient shall not:

i. Place unreasonable requirements on firms in order for them to qualify to do business;

ii. Require unnecessary experience or excessive bonding;

iii. Use noncompetitive pricing practices between firms or between affiliated companies;

iv. Execute noncompetitive contracts to consultants that are on retainer contracts;

v. Authorize, condone, or ignore organizational conflicts of interest;

vi. Specify only a brand name product without allowing vendors to offer an equivalent;

vii. Specify a brand name product instead of describing the performance, specifications, or other relevant requirements that pertain to the commodity or service solicited by the procurement;

viii. Engage in any arbitrary action during the procurement process; or,

ix. Allow a vendor to bid on a contract if that bidder was involved with developing or drafting the specifications, requirements, statement of work, invitation to bid, or request for proposals.

g. "Except in those cases where applicable Federal statutes expressly mandate or encourage" otherwise, the Sub-Recipient, as required by 2 C.F.R. §200.319(c), shall not use a geographic preference when procuring commodities or services under this Agreement.

h. The Sub-Recipient shall conduct any procurement involving invitations to bid (i.e. sealed bids) in accordance with 2 C.F.R. §200.320(d) as well as section 287.057(1)(a), Florida Statutes.

i. The Sub-Recipient shall conduct any procurement involving requests for proposals (i.e. competitive proposals) in accordance with 2 C.F.R. §200.320(2) as well as section 287.057(1)(b), Florida Statutes.

j. For each subcontract, the Sub-Recipient shall provide a written statement to the Division as to whether that subcontractor is a minority business enterprise, as defined in section 288.703, Florida Statutes. Additionally, the Sub-Recipient shall comply with the requirements of 2 C.F.R. §200.321 ("Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms").

k. If the Sub-Recipient chooses to subcontract any of the work required under this Agreement, then the Sub-Recipient shall review its competitive solicitation and subsequent contract to be awarded for compliance with the procurement standards in 2 C.F.R. §§200.318 through 200.327 and required contract provisions in Appendix II to 2 C.F.R. Part 200. If the Sub-Recipient publishes a competitive solicitation or executes a contract that is not in compliance with the Federal procurement standards in 2 C.F.R. §§200.318 through 200.327 or the requirements of Appendix II to 2 C.F.R. Part 200, then the Sub-Recipient is on notice that the Division may:

i. Terminate this Agreement in accordance with the provisions outlined in paragraph (17) above; or,

ii. Refuse to reimburse the Sub-Recipient for any costs associated with that solicitation.

l. FEMA has developed helpful resources for subgrant recipients related to compliance with the Federal procurement standards in 2 C.F.R. §§200.318 through 200.327 and required contract

provisions in Appendix II to 2 C.F.R. Part 200. These resources are generally available at https://www.fema.gov/procurement-disaster-assistance-team.

(19) ATTACHMENTS

a. All attachments to this Agreement are incorporated as if set out fully.

b. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

c. This Agreement has the following attachments:

i. Exhibit 1 - Funding Sources
ii. Attachment A – Budget and Scope of Work
iii. Attachment B – Program Statutes and Regulations
iv. Attachment C – Statement of Assurances
v. Attachment D – Request for Advance or Reimbursement
vi. Attachment E – Justification of Advance Payment
vii. Attachment F – Quarterly Report Form
viii. Attachment G – Warranties and Representations
ix. Attachment H – Certification Regarding Debarment
x. Attachment I – Federal Funding Accountability and Transparency Act
xi. Attachment J – Mandatory Contract Provisions
xii. Attachment K – Certification Regarding Lobbying
xiii. Attachment L – Florida Accountability Contract Tracking System
xiv. Attachment M – Foreign Country of Concern Affidavit

(20) PAYMENTS

a. Any advance payment under this Agreement is subject to 2 C.F.R. §200.305 and, as applicable, section 216.181(16), Florida Statutes. All advances are required to be held in an interest-bearing account. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be included in this Agreement as Attachment E. Attachment E will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. No advance shall be accepted for processing if a reimbursement has been paid prior to the submittal of a request for advanced payment. After the initial advance, if any, payment shall be made on a reimbursement basis as needed.

b. Invoices shall be submitted at least quarterly and shall include the supporting documentation for all costs of the project or services. The final invoice shall be submitted within sixty (60) days after the expiration date of the agreement. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division grant manager as part of the Sub-Recipient's quarterly reporting as referenced in Paragraph (12) of this Agreement.

c. If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief Financial Officer or under subparagraph (9)b. of this Agreement, all obligations on the part of the Division to make any further payment of funds shall terminate, and the Sub-Recipient shall submit its closeout report within thirty (30) days of receiving notice from the Division.

(21) REPAYMENTS

a. All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management", and mailed directly to the following address:

Division of Emergency Management
Cashier
2489 Shumard Oak Boulevard
Tallahassee FL 32399-2100

b. In accordance with section 215.34(2), Florida Statutes, if a check or other draft is returned to the Division for collection, Sub-Recipient shall pay the Division a service fee of $15.00 or 5% of the face amount of the returned check or draft, whichever is greater.

(22) MANDATED CONDITIONS

a. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Sub-Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials are incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Division and with thirty (30) days written notice to the Sub-Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Sub-Recipient.

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

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

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

e. Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of $25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

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

i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded or disqualified from covered transactions by a federal department or agency;

ii. Have not, within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

iii. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph (22) f. ii. of this certification; and,

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

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

h. The Division reserves the right to unilaterally cancel this Agreement if the Sub-Recipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of chapter 119, Florida Statutes, which the Sub-Recipient created or received under this Agreement.

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

j. The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Division shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Sub-Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Division.

k. Section 287.05805, Florida Statutes, requires that any state funds provided for the purchase of or improvements to real property are contingent upon the contractor or political subdivision granting to the state a security interest in the property at least to the amount of state funds provided for at least 5 years from the date of purchase or the completion of the improvements or as further required by law.

l. The Division may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), Florida Statutes, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

m. If applicable, pursuant to Section 255.0993, Florida Statutes, the Sub-Recipient shall ensure that any iron or steel product, as defined in Section 255.0993(1)(b), Florida Statutes, that is permanently incorporated in the deliverable(s) resulting from this project, must be produced in the United States.

(23) LOBBYING PROHIBITION

a. 2 C.F.R. §200.450 prohibits reimbursement for costs associated with certain lobbying activities.

b. Section 216.347, Florida Statutes, prohibits "any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency."

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

d. The Sub-Recipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:

i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sub-Recipient, to any person for influencing or attempting to influence an officer or

employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

ii. 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 Sub-Recipient shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities."

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

iv. 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.

(24) COPYRIGHT, PATENT AND TRADEMARK

EXCEPT AS PROVIDED BELOW, ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA; AND, ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE SUB-RECIPIENT TO THE STATE OF FLORIDA.

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

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

c. Within thirty (30) days of execution of this Agreement, the Sub-Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Sub-Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is disclosed. Failure to disclose will indicate that no such property exists. The Division shall then, under Paragraph (24) b., have the right to all patents and copyrights which accrue during performance of the Agreement.

d. If the Sub-Recipient qualifies as a state university under Florida law, then, pursuant to section 1004.23, Florida Statutes, any invention conceived exclusively by the employees of the Sub-Recipient shall become the sole property of the Sub-Recipient. In the case of joint inventions, that is inventions made jointly by one or more employees of both parties hereto, each party shall have an equal, undivided interest in and to such joint inventions. The Division shall retain a perpetual, irrevocable, fully-paid, nonexclusive license, for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products, developed solely by the Sub-Recipient, under this Agreement, for Florida government purposes.

(25) LEGAL AUTHORIZATION

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

(26) EQUAL OPPORTUNITY AND MERIT-BASED SELECTION

a. In accordance with Executive Order 14173, "Ending Illegal Discrimination and Restoring Merit-Based Opportunity," the Subrecipient hereby agrees that all procurement and employment actions funded in whole or in part with federal funds shall be identity-neutral and merit-based.

i. The Subrecipient and its contractors shall not discriminate against any employee, applicant for employment, or bidder because of race, color, religion, sex, sexual orientation, gender identity, or national origin.

ii. The Subrecipient certifies that no contract award or employment decision shall be based on a demographic preference, quota, or "workforce balancing" requirement.

iii. All contract awards must be based solely on technical merit, cost-effectiveness, and the bidder's demonstrated ability to perform the work.

b. The Subrecipient acknowledges that compliance with this Section (26) is **material** to the federal government's decision to provide and reimburse funds. The Subrecipient further agrees that:

i. Failure to adhere to merit-based selection standards while certifying compliance through the submission of reimbursement requests may subject the Subrecipient to civil and/or criminal penalties under the False Claims Act (31 U.S.C. §§ 3729–3733).

ii. The Subrecipient shall include the provisions of this Section (26) in every subcontract or purchase order so that such provisions shall be binding upon each subcontractor or vendor.

iii. In the event of the Subrecipient's noncompliance with the merit-based provisions of this clause, FDEM may cancel, terminate, or suspend this Agreement in whole or in part and refer the matter to the Department of Justice for appropriate legal proceedings.

(27) COPELAND ANTI-KICKBACK ACT

The Sub-Recipient hereby agrees that, unless exempt under Federal law, it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, the following clause:

i. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

ii. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

iii. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

(28) CONTRACT WORK HOURS AND SAFETY STANDARDS

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds $100,000 and involves the employment of mechanics or laborers, then any such contract must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated

at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

(29) CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds $150,000, then any such contract must include the following provision:

> Contractor agrees to comply 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), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

(30) SUSPENSION AND DEBARMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following provisions:

> i. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
>
> ii. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
>
> iii. This certification is a material representation of fact relied upon by the Division. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Division, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
>
> iv. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

(31) BYRD ANTI-LOBBYING AMENDMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following clause:

> Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award 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.

If this subgrant agreement amount is $100,000 or more, the Sub-Recipient, and subcontractors as applicable, shall sign Attachment K – Certification Regarding Lobbying.

(32) CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

a. If the Sub-Recipient, with the funds authorized by this Agreement, seeks to procure goods or services, then, in accordance with 2 C.F.R. §200.321, the Sub-Recipient shall take the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used whenever possible:

i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs i. through v. of this subparagraph.

b. The requirement outlined in subparagraph a. above, sometimes referred to as "socioeconomic contracting," does not impose an obligation to set aside either the solicitation or award of a contract to these types of firms. Rather, the requirement only imposes an obligation to carry out and document the six affirmative steps identified above.

c. The "socioeconomic contracting" requirement outlines the affirmative steps that the Sub-Recipient must take; the requirements do not preclude the Sub-Recipient from undertaking additional steps to involve small and minority businesses and women's business enterprises.

d. The requirement to divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises, does not authorize the Sub-Recipient to break a single project down into smaller components in order to circumvent the micro-purchase or small purchase thresholds so as to utilize streamlined acquisition procedures (e.g. "project splitting").

(33) ASSURANCES

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

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

SUB-RECIPIENT: CITY OF PORT ORANGE

By: _____

Name and Title: _____

Date: _____

FEID#: _____

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____

Name and Title: Kevin Guthrie, Director

Date:_____

EXHIBIT – 1

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

Federal Program
Federal agency: **Federal Emergency Management Agency: Hazard Mitigation Grant**
Catalog of Federal Domestic Assistance title and number: **97.039**
Award amount: **$160,473.60**

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

- 2 C.F.R. Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- The Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. 5121 et seq., and Related Authorities
- Sections 1361(A) of the National Flood Insurance Act of 1968, 42 U.S.C. 4104c, as amended by the National Flood Insurance Reform Act of 1994, Public Law 103-325 and the Bunning-Bereuter-Blumenauer Flood Insurance Reform Act of 2004, Public Law 108-264
- 31 C.F.R. Part 205 Rules and Procedures for Funds Transfers

Federal Program:

1. Sub-Recipient is to use funding to perform the following eligible activities:
   - Elevation of flood prone structures
2. Sub-Recipient is subject to all administrative and financial requirements as set forth in this Agreement, or will be in violation of the terms of the Agreement.

Attachment A

Budget and Scope of Work

STATEMENT OF PURPOSE:

The purpose of this Scope of Work is to improve and elevate flood-prone property in Port Orange, Volusia County, Florida, funded through the Hazard Mitigation Grant Program (HMGP) **DR-4680-029-R**, as approved by the Florida Division of Emergency Management (Division) and the Federal Emergency Management Agency (FEMA).

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

PROJECT OVERVIEW:

As a Hazard Mitigation Grant Program project, the Sub-Recipient proposes mitigation reconstruction of property located at 21 Cypress In The Wood, Port Orange, Florida 32129.

The HMGP proposed project scope of work for mitigation reconstruction of this flood-prone property shall include demolition of the existing structure, installation of a new manufactured home, and elevation of the new dwelling to a minimum of 2 feet above the Base Flood Elevation (BFE + 2'). According to the FIRM, the property is within Zone AE which has a Base Flood Elevation of 27.4 feet NAVD88. The new dwelling shall be elevated on concrete piers to a proposed minimum Design Flood Elevation of 29.4 feet NAVD88 consistent with the Freeboard Value Approach. Equipment and utilities shall also be elevated to the required height. Appropriate means of access shall be constructed including ramps where needed to allow the homeowner to navigate the elevated structure using assisted mobility devices. Debris and hazardous materials shall be properly disposed, the site shall be restored, and the new residence shall be made safe for human habitation with utilities and equipment reconnected. The property bordered by the Atlantic Ocean, the Halifax River, and smaller waterways-continues to be at risk of inundation due to tidal surge and rainfall runoff. A structural assessment of the existing residence concluded that the wood frame, manufactured unit built in 1977 on a concrete pier foundation with a total living area of 1,248 square feet is ineligible for lifting and a danger to occupancy due to past storm damage. The extent of structural damage caused by Hurricane Ian prompted the city to issue a Substantial Damage Determination. The project shall prevent future structural damage and eliminate substantial repair and displacement costs.

Any enclosed space at grade level shall have hydrostatic vents and can only be used for storage or parking. The square footage of the newly constructed and elevated structure shall be no more than ten (10) percent greater than the original square footage. A report of an inspection completed by a qualified professional certifying that the existing building(s) are not structurally sound, and an elevation is not feasible shall be submitted to FDEM (Division) for review and concurrence within 12-months of FEMA Award and prior to any construction activities. The project shall be designed and constructed in compliance with the Florida Building Code, ASCE 24-14 or latest edition, the Federal Flood Risk Management Standards (FFRMS), NFIP standards in 44 CFR, Part 60 and/or local floodplain ordinances or any other applicable local regulations. Upon completion of the mitigation reconstruction work, a final elevation certificate verifying as-built elevations shall be completed for project closeout.

The project shall provide protection against a 100-year flood event. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

Project Locations:

ID#	Name	Address	Coordinates

1)	Groves Manufactured Home	21 Cypress In The Wood, Port Orange, Florida 32129	(29.139029, -81.035562)

TASKS & DELIVERABLES:

A) Tasks:

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

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

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

   The Sub-Recipient shall ensure that no contractors or subcontractors are debarred or suspended from participating in federally funded projects.

   The selected contractor shall have a current and valid occupational license/business tax receipt issued for the type of services being performed.

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

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

   Executed contracts with contractors and/or subcontractors shall be provided to the Division by the Sub-Recipient.

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

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

   The project shall be implemented in accordance with sealed engineering designs and construction plans previously presented to the Division by the Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient shall ensure that all applicable state, local and federal laws and regulations are followed and documented, as appropriate.

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

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

   Construction activities shall be completed by a qualified and licensed Florida contractor. All construction activities shall be monitored by the professional of record. The Sub-Recipient shall

complete the project in accordance with all required permits. All work shall be completed in accordance with applicable codes and standards.

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

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

a) Signed and Sealed As-built project plans (drawings) by the Professional of Record, two hard copies and an electronic version (via email or CD).

b) Letter of Completion (by engineer, floodplain manager or senior level official):

    1. Affirming that the project was completed in conformance with the approved project drawings, specifications and scope; and

    2. Certifying Compliance with all applicable codes/ordinances; and

    3. NFIP regulations, including applicable NFIP Technical bulletins.

c) Certificate of Occupancy certifying that the structure is code compliant.

d) Final Elevation Certificate (FEMA Form FF-206-FY-22-152) ensuring each structure has been elevated to the proper elevation.

e) Verification that final square footage is within 10 percent of original structure square footage at the time of closeout per property.

f) Verification of Flood Insurance per property.

g) Digital Photographs: Front, rear, and side of final elevated structure, per property.

h) Local Building Official Inspection Report, Local Permits, Certificate of Completion, Lead-based Paint Report, and Final Approval, as applicable.

i) Letter from corresponding entities certifying the termination of any utilities. This may include but is not limited to decommissioning of septic systems and potable water wells.

j) Copy of Warranty Deeds.

k) Copy of letters issued by the utility companies involved, confirming that all services have been terminated, as applicable.

l) Letter verifying if human remains or archaeological features or deposits were encountered during project activities and, if so, how they were handled.

m) Copy of floodplain permit and verification of compliance; if no permit was needed, a letter stating "No Permit Required" from the local floodplain administrator obtained prior to project commencement.

n) Proof of compliance with Project Conditions and Requirements contained herein.

3) During the course of this agreement the Sub-Recipient shall submit requests for reimbursement. Adequate and complete source documentation shall be submitted to support all costs (federal share and local share) related to the project. In some cases, all project activities may not be fully complete prior to requesting reimbursement of costs incurred in completion of this scope of work; however, a partial reimbursement may be requested.

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

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

Construction Expense: The Sub-Recipient shall pre-audit bills, invoices, and/or charges submitted by the contractors and subcontractors and pay the contractors and subcontractors for approved bills, invoices, and/or charges. Sub-Recipient shall ensure that all contractor/subcontractor bills, invoices, and/or charges are legitimate and clearly identify the activities being performed and associated costs.

Sub-Recipient Management Costs (SRMC) expenditure must adhere to FEMA Policy #104-11-1 HMGP Management Costs (Interim) signed November 14, 2018. FEMA defines management costs as any: Indirect costs, Direct administrative costs, and other administrative expenses associated with a specific project. Administrative costs are expenses incurred by a Sub-Recipient in managing and administering the federal award to ensure that federal, state requirements are met including: solicitation, development, review, and processing of sub-applications; delivery of technical assistance; quarterly progress and fiscal reporting; project monitoring; technical monitoring; compliance activities associated with federal procurement requirements; documentation of quality of work verification for quarterly reports and closeout; payment of claims; closeout review and liquidation; and records retention.

Any activities that are directly related to a project are not eligible under management costs. For example, architectural, engineering, and design services are project costs and cannot be included under management costs. Similarly, construction management activities that manage, coordinate, and supervise the construction process from project scoping to project completion are project costs. These activities cannot be included under management costs.

Due to Strategic Funds Management (SFM), SRMC Interim Policy requires management costs to be obligated in increments sufficient to cover Sub-Recipient needs, for no more than one year, unless contractual agreements require additional funding. FEMA has established a threshold where annual increments will be applied to larger awards allowing smaller awards to be fully obligated. Obligations will be handled by the size of the total subaward.

The Sub-Recipient shall pre-audit all SRMC source documentation – personnel, fringe benefits, travel, equipment, supplies, contractual, and indirect costs. A brief narrative is required to identify what the funds will be used for. Documentation shall be detailed and clearly describe each approved task performed, hours devoted to each task, and the hourly rate charged including enough information to calculate the hourly rates based on payroll records. Employee benefits and tasks shall be clearly shown on the Personnel Activity Form, and all Personnel or Contractual SRMC shall be invoiced separately from all other project costs.

Project Management Expenses (only applies to disasters prior to August 1, 2017, all others adhere to FEMA Policy #104-11-1 for SRMC): The Sub-Recipient shall pre-audit source documentation such as payroll records, project time sheets, attendance logs, etc. Documentation shall be detailed information describing tasks performed, hours devoted to each task, and the hourly rate charged for each hour including enough information to calculate the hourly rates based on payroll records. Employee benefits shall be clearly shown.

The Division shall review all submitted requests for reimbursement for basic accuracy of information. Further, the Division shall ensure that no unauthorized work was completed prior to the approved project start date by verifying vendor and contractor invoices. The Division shall verify that reported

costs were incurred in the performance of eligible work, that the approved work was completed, and that the mitigation measures are in compliance with the approved scope of work prior to processing any requests for reimbursement.

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

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

a) Contractor, subcontractor, and/or vendor invoices which clearly display dates of services performed, description of services performed, location of services performed, cost of services performed, name of service provider and any other pertinent information;

b) Proof of payment from the Sub-Recipient to the contractor, subcontractor, and/or vendor for invoiced services;

c) Clear identification of amount of costs being requested for reimbursement as well as costs being applied against the local match amount.

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

B) Deliverables:

Mitigation Activities consist of Mitigation Reconstruction to improve and elevate flood-prone property in Port Orange, Florida to include the construction of a new hazard resistant and code-compliant structure, which will provide protection from continuous flood damage.

Any enclosed space at grade level shall have hydrostatic vents and can only be used for storage or parking. The square footage of the newly constructed and elevated structure shall be no more than ten (10) percent greater than the original square footage. A report of an inspection completed by a qualified professional certifying that the existing building(s) are not structurally sound, and an elevation is not feasible shall be submitted to FDEM (Division) for review and concurrence within 12-months of FEMA Award and prior to any construction activities. The project shall be designed and constructed in compliance with the Florida Building Code, ASCE 24-14 or latest edition, the Federal Flood Risk Management Standards (FFRMS), NFIP standards in 44 CFR, Part 60 and/or local floodplain ordinances or any other applicable local regulations. Upon completion of the mitigation reconstruction work, a final elevation certificate verifying as-built elevations shall be completed for project closeout.

The project shall provide protection against a 100-year flood event. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

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

PROJECT CONDITIONS AND REQUIREMENTS:

C) Engineering:

1) The Sub-Recipient shall submit to the Division an official letter stating that the project is 100% complete and ready for the Division's Final Inspection of the project.

2) The Sub-Recipient shall submit a signed and sealed final copy of the completed project's As-built drawings and all necessary supporting documentation and provide a summary of all contract scope of work changes, if any.

3) The Sub-Recipient shall provide a copy of the Notice of Commencement, and any local official Inspection Report and/or Final Approval, as applicable.

4) The Sub-Recipient shall submit a certified letter of completion from Engineer of Record. The Sub-Recipient's Engineer of Record shall provide a formal certificate or letter affirming that the project has been completed in conformance with the approved project drawings, specifications, scope, and applicable codes.

D) Environmental:

1) Sub-Recipient shall follow all applicable state, local and federal laws, regulations and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding.

2) Any change, addition or supplement to the approved Scope of Work that alters the project (including other work not funded by FEMA, but done substantially at the same time), regardless of the budget implications, shall require re-submission to the Division and FEMA for National Environmental Policy Act (NEPA) and National Historic Preservation Act (NHPA) re-evaluation before starting project work.

3) The Sub-Recipient shall monitor ground disturbing activities during construction, and if any potential archeological resources are discovered, shall immediately cease construction in that area and notify the Division and FEMA.

   If human remains or intact archaeological features or deposits (e.g., arrowheads, pottery, glass, metal, etc.) are uncovered, work in the vicinity of the discovery shall stop immediately and all reasonable measures to avoid or minimize harm to the finds shall be taken. The Sub-Recipient shall ensure that archaeological discoveries are secured in place, that access to the sensitive area is restricted, and that all reasonable measures are taken to avoid further disturbance of the discoveries.

   The Sub-Recipient's contractor shall provide immediate notice of such discoveries to the Sub-Recipient. The Sub-Recipient shall notify the Florida Division of Historic Resources and FEMA within 24 hours of the discovery. Work in the vicinity of the discovery may not resume until FEMA has completed consultation with SHPO, Tribes, and other consulting parties as necessary.

   In the event that unmarked human remains are encountered during permitted activities, all work shall stop immediately, and the proper authorities notified in accordance with ***Florida Statutes, Section 872.05***.

4) The Sub-Recipient must obtain floodplain permit from the local floodplain administrator before work begins. Failure to comply with these conditions may jeopardize FEMA funding; verification of compliance shall be required at project closeout.

5) Construction vehicles and equipment used for this project shall be maintained in good working order to minimize pollutant emissions.

E) Programmatic:

1) A change in the scope of work *must* be approved by the Division and FEMA in advance regardless of the budget implications.

2) The Sub-Recipient must notify the Division as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower costs or earlier completion.

3) The Sub-Recipient must “obtain prior written approval for any budget revision which would result in a need for additional funds” [44 CFR 13(c)], from the Division and FEMA.

4) Project is approved with the condition that the enclosed list of deliverables shall be submitted, 30 days prior to the Period of Performance date, for review and approval by the Division, for submittal to FEMA for closeout.

5) Any extension of the Period of Performance shall be submitted to FEMA 60 days prior to the expiration date. Therefore, any request for a Period of Performance Extension shall be in writing and submitted, along with substantiation of the new expiration date and a new schedule of work, to the Division a minimum of seventy (70) days prior to the expiration date, for Division processing to FEMA.

6) The Sub-Recipient must avoid duplication of benefits between the HMGP and any other form of assistance, as required by Section 312 of the Stafford Act, and further clarification in 44 CFR 206.191.

7) A copy of the Sub-Recipient-contractor/consultant executed contract agreements must be forwarded to the Division within 10 days of execution. Verification of the compliance with the Federal Procurement Standards and method of procurement documentation.

8) Verify that a Duplication of Benefits review was completed to ensure property owners did not receive federal assistance for the same purpose from another source (such as Increased Cost of Compliance or Individual Assistance) for project closeout.

9) Verification that any program income has been deducted from the total project costs as specified in Title 2 of the Code of Federal Regulations Section 200.307.

10) Documentation ensuring submitted expenses were eligible and all costs were incurred during the Period of Performance (POP) per each property.

11) Signed and Sealed As-built project plans (drawings), per property, by the Professional of Record for project closeout.

12) Letter of Completion (by engineer, floodplain manager or senior level official), for project closeout.

    a) Affirming that the project was completed in conformance with the approved project drawings, specifications and scope; and

    b) Certifying Compliance with all applicable codes/ordinances, and

    c) NFIP regulations, including applicable NFIP Technical bulletins, and

13) Certificate of Occupancy certifying that each structure is code compliant for project closeout.

14) Final Elevation Certificate (FEMA Form FF-206-FY-22-152) for each structure, ensuring each property has been elevated to the required elevation for project closeout.

15) Documentation of Flood Insurance for each structure for project closeout.

16) Signed “Acknowledgement of Conditions for Mitigation of Property in a Special Flood Hazard Area (SFHA) with FEMA Grant Funds” form for each structure located in the SFHA for project closeout.

17) Documentation for Verification that final square footage is within 10 percent of original structure square footage at the time of closeout.

18) An officially recorded copy of the property deed amendment that includes notice of flood insurance requirements for each property for project closeout.

19) Digital Photographs: Front, rear, and both sides of final elevated for each structure for project closeout.

20) Include a statement in the closeout request letter, which states what action was taken to address each environmental condition/requirement or explain why an action was not required with the prior approval that was requested and received from FDEM and FEMA.

21) Submit required permits, notices, correspondence, or other relevant documentation outlined in the environmental project conditions for project closeout.

22) Submittal of a Signed Final Progress Report, utilizing the Quarterly Report (QR) Milestones-Activities Workbook.

23) The Sub-Recipient must ensure that persons responsible for the management of this grant, including the designated Point of Contact (POC), staff, and consultants, attend the Division's Sub-Recipient Responsibility Review training at least once every thirty-six (36) months. Any change in the Sub-Recipient's Point of Contact (POC), or in any other person responsible for the management of this grant, shall require the newly designated individual to also fulfill this training requirement by attending the Division's Sub-Recipient Responsibility Review training at least once every thirty-six (36) months, or by having completed it within the last thirty-six (36) months.

24) Special Conditions required for the implementation of project:

    a) **EO 11988 CONDITION:** The Sub-Recipient must obtain floodplain permit from the local floodplain administrator before work begins. Failure to comply with these conditions may jeopardize FEMA funding; verification of compliance shall be required at project closeout. **Source of condition:** Executive Order 11988 – Floodplains, **Monitoring Required: No**

    b) **NHPA CONDITION:** If human remains or intact archaeological features or deposits (e.g., arrowheads, pottery, glass, metal, etc.) are uncovered, work in the vicinity of the discovery will stop immediately and all reasonable measures to avoid or minimize harm to the finds will be taken. The Sub-Recipient will ensure that archaeological discoveries are secured in place, that access to the sensitive area is restricted, and that all reasonable measures are taken to avoid further disturbance of the discoveries. The Sub-Recipient's contractor will provide immediate notice of such discoveries to the Sub-Recipient. The Sub-Recipient shall contact the Florida Division of Historic Resources and FEMA within 24 hours of the discovery. Work in the vicinity of the discovery may not resume until FEMA has completed consultation with SHPO, Tribes, and other consulting parties as necessary. In the event that unmarked human remains are encountered during permitted activities; all work shall stop immediately, and the proper authorities notified in accordance with Florida Statutes, Section 872.05. **Source of condition:** National Historic Preservation Act (NHPA) **Monitoring Required: No**

25) Sub-Recipient Management Costs (SRMC), implemented under the Disaster Relief and Recovery Act of 2018 (DRRA), amended Section 324 of the Stafford Act, and the Hazard Mitigation Grant Program Management Costs (Interim) FEMA Policy 104-11-1, provides 100% federal funding under HMGP to Sub-Recipients to efficiently manage the grant and complete activities in a timely manner.

    a) SRMC must conform to 2 CFR Part 200, Subpart E, applicable program regulations, and Hazard Mitigation Assistance (HMA) Guidance (2015), ensuring costs are reasonable, allowable, allocable and necessary to the overall project.

    b) Funding is for approved indirect costs, direct administrative costs, and administrative expenses associated with this specific project and shall have adequate documentation.

    c) SRMC cannot exceed 5% of the total project costs awarded.

    d) SRMC is 100% federally funded and will be reimbursed based on actual costs incurred for each individual Request for Reimbursement (RFR) submitted with the required documentation.

    e) SRMC shall be reconciled against actual costs on a quarterly basis and annual basis.

    f) If the Final Project Reconciliation results in a reduction of total project costs, any resulting SRMC overpayment shall be reimbursed back to the State for return to FEMA prior to FEMA Closeout.

26) Eligible mitigation reconstruction costs are limited to $220,000.00 Federal share per property. Any construction activities over and above $220,000.00 are non-federal share. This needs to be taken into consideration when a construction cost increase is being considered.

This is FEMA project number **4680-029-R.** It is funded under HMGP, FEMA-4680-DR-FL and must adhere to all program guidelines established for the HMGP in accordance with the PAS Operational Agreement for Disaster 4680.

FEMA awarded this project on March 9, 2026; and the Period of Performance for this project shall end on **January 31, 2028**.

F) FINANCIAL CONSEQUENCES:

If the Sub-Recipient fails to comply with any term of the award, the Division shall take one or more of the following actions, as appropriate in the circumstances. Some eligible activities, such as administrative allowances and permitting fees, need not be included in the $220,000.00 maximum Federal share.

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

SCHEDULE OF WORK

State Contracting:	2	Months
Construction Plan/Technical Specifications:	2	Months
Bidding / Local Procurement:	2	Months
Permitting:	2	Months
Construction / Installation:	10	Months
Local Inspections / Compliance:	2	Months
State Final Inspection / Compliance:	1	Months
Closeout Compliance:	1	Months
Total Period of Performance:	**22**	**Months**

BUDGET

Line-Item Budget*

Eligible mitigation reconstruction costs are limited to $220,000.00 Federal share per property address.

ID#1 21 Cypress In The Wood	Project Cost	Federal Cost	Non-Federal Cost
Construction Materials:	$166,704.00	$125,028.00	$41,676.00
Construction Labor:	$773.00	$579.75	$193.25
Fees (Not subject to CAP):	$33,115.00	$24,836.25	$8,278.75
Initial Amount:	**$200,592.00**	**$150,444.00**	**$50,148.00**
***Contingency Funds:	$0.00	$0.00	$0.00
Property Project Total:	**$200,592.00**	**$150,444.00**	**$50,148.00**

Budget Summary	Project Cost	Federal Cost	Non-Federal Cost
Materials:	$166,704.00	$125,028.00	$41,676.00
Labor:	$773.00	$579.75	$193.25
Fees (Not subject to CAP):	$33,115.00	$24,836.25	$8,278.75
Initial Agreement Amount:	**$200,592.00**	**$150,444.00**	**$50,148.00**
***Contingency Funds:	$0.00	$0.00	$0.00
Property Project Total:	**$200,592.00**	**$150,444.00**	**$50,148.00**
******SRMC**			
SRMC:	$0.00	$0.00	
SRMC-Pre-Award:	$10,029.60	$10,029.60	
SRMC Total:	**$10,029.60**	**$10,029.60**	

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

NOTE: FEMA will only pay $220,000.00 in construction costs. The Homeowner is responsible for construction costs in excess of $220,000.00. As a result, the line items in the construction budgets above will not calculate to the exact percentage indicated. Also, Total Project Costs will, in turn, not equal the percentage indicated.

****** This project has an estimated $0.00 in contingency funds.*** *Per FEMA Hazard Mitigation Assistance Guidance Part VI, D.3.4 – Contingency funds are not automatically available for use. Prior to their release, contingency funds must be re-budgeted to another direct cost category and identified. Post-award changes to the budget require prior written approval from the Division (FDEM). The written request should demonstrate what unforeseen conditions related to the project arose that required the use of contingency funds.*

Project Management costs are included for this project in the amount of $0.00.

******* Sub-Recipient Management Costs (SRMC) are included for this project in the amount of $10,029.60 in Federal funding.*** *Per the Hazard Mitigation Grant Program Interim FEMA Policy 104-11-1, SRMC provides HMGP funding to Sub-Recipients to efficiently manage the grant and complete activities in a timely manner. SRMC must conform to 2 CFR Part 200, Subpart E, ensuring costs are reasonable, allowable, allocable and necessary to the overall project.*

SRMC cannot exceed 5% of the approved total project costs awarded and shall be reimbursed at 5% for each Request for Reimbursement (RFR) submitted with the required documentation.

If the Final Project Reconciliation results in a reduction of total project costs, any resulting SRMC overpayment shall be reimbursed back to the State for return to FEMA prior to FEMA Closeout.

*This project has a **SRMC Pre-Award,** approved by FEMA in the amount of **$10,029.60,** with a start date of **October 3, 2023**.*

Funding Summary Totals

Federal Share:	$150,444.00	(75.00%)
Non-Federal Share:	$50,148.00	(25.00%)
Total Project Cost:	**$200,592.00**	**(100.00%)**
SRMC (100% Federal)	$10,029.60	

Attachment B

Program Statutes and Regulations

The parties to this Agreement and the Hazard Mitigation Grant Program (HMGP) are generally governed by the following statutes and regulations:

(1) The Robert T. Stafford Disaster Relief and Emergency Assistance Act;

(2) 44 C.F.R. 7, 9, 18, 25, and 206. Reference (Title 44, up to date as of August 18, 2023, and last amended January 9, 2023.), and any other applicable FEMA policy memoranda and guidance documents;

(3) State of Florida Administrative Plan for the Hazard Mitigation Grant Program;

(4) The applicable Hazard Mitigation Assistance Program and Policy Guide (HMA Guide);

(5) All applicable laws and regulations delineated in Attachment C of this Agreement.

In addition to the above statutes and regulations, the Sub-recipient must comply with the following:

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

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

The Sub-recipient will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the completed work conforms with the approved plans and specifications and will furnish progress reports and such other information to HMGP as may be required.

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

(1) The property will be dedicated and maintained in perpetuity for a use that is compatible with open space, recreational, or wetlands management practices;

(2) No new structure will be erected on property other than:
   a. a public facility that is open on all sides and functionally related to a designed open space;
   b. a restroom; or

(3) A structure that the Director of the Federal Emergency Management Agency approves in writing before the commencement of the construction of the structure;

(4) After the date of the acquisition or relocation no application for disaster assistance for any purpose will be made to any Federal entity and no disaster assistance will be provided for the property by any Federal source; and

(5) If any of these covenants and restrictions is violated by the owner or by some third party with the knowledge of the owner, fee simple title to the Property described herein shall be conveyed to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida without further notice to the owner, its successors and assigns, and the owner, its successors and assigns shall forfeit all right, title and interest in and to the property.

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

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

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

(1) For Construction projects, the grantee must “obtain prior written approval for any budget revision which result in a need for additional funds” (2 C.F.R. § 200.308);

(2) A change in the Scope of Work must be approved by FEMA in advance regardless of the budget implications; and

(3) The Sub-recipient must notify the State as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower cost or earlier completion. Any extensions of the period of performance must be submitted to FEMA ninety (90) calendar days prior to the project expiration date. Reference the applicable Hazard Mitigation Assistance Program and Policy Guide (HMA Guide) Award Extensions guidance.

The Sub-recipient assures that it will comply with the following statutes and regulations to the extent applicable:

(1) 53 Federal Register 8034
(2) Federal Acquisition Regulations 31.2
(3) Section 1352, Title 31, US Code
(4) Chapter 473, Florida Statutes
(5) Chapter 215, Florida Statutes
(6) Section 768.28, Florida Statutes
(7) Chapter 119, Florida Statutes

(8) Section 216.181(6), Florida Statutes
(9) Cash Management Improvement Act of 1990
(10) American with Disabilities Act
(11) Section 112.061, Florida Statutes
(12) Immigration and Nationality Act
(13) Section 286.011, Florida Statutes
(14) 2 C.F.R. Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
(15) Uniform Relocation Assistance and Real Property Acquisitions Act of 1970
(16) Title I of the Omnibus Crime Control and Safe Streets Act of 1968
(17) Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act
(18) Omnibus Crime Control and Safe Streets Act of 1968, as amended
(19) Victims of Crime Act (as appropriate)
(20) Section 504 of the Rehabilitation Act of 1973, as amended
(21) Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990)
(22) Department of Justice regulations on disability discrimination, 28 C.F.R., Part 35 and Part 39
(23) 42 U.S.C. 5154a

Attachment C

Statement of Assurances

To the extent the following provisions apply to this Agreement, the Sub-recipient certifies that:

(a) It possesses legal authority to enter into this Agreement and to carry out the proposed program;

(b) Its governing body has duly adopted or passed as an official act of resolution, motion or similar action authorizing the execution of the hazard mitigation agreement with the Division of Emergency Management (DEM), including all understandings and assurances contained in it, and directing and authorizing the Sub-recipient's chief administrative officer or designee to act in connection with the application and to provide such additional information as may be required;

(c) No member of or delegate to the Congress of the United States, and no Resident Commissioner, shall receive any share or part of this Agreement or any benefit. No member, officer, or employee of the Sub-recipient or its designees or agents, no member of the governing body of the locality in which this program is situated, and no other public official of the locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year after, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds, for work be performed in connection with the program assisted under this Agreement. The Sub-recipient shall incorporate, in all contracts or subcontracts a provision prohibiting any interest pursuant to the purpose stated above;

(d) All Sub-recipient contracts for which the State Legislature is in any part a funding source, shall contain language to provide for termination with reasonable costs to be paid by the Sub-recipient for eligible contract work completed prior to the date the notice of suspension of funding was received by the Sub-recipient. Any cost incurred after a notice of suspension or termination is received by the Sub-recipient may not be funded with funds provided under this Agreement unless previously approved in writing by the Division. All Sub-recipient contracts shall contain provisions for termination for cause or convenience and shall provide for the method of payment in such event;

(e) It will comply with:

(1) Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. 327 et seq., requiring that mechanics and laborers (including watchmen and guards) employed on federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty hours in a work week; and

(2) Federal Fair Labor Standards Act, 29 U.S.C. Section 201 et seq., requiring that covered employees be paid at least minimum prescribed wage, and also that they be paid one and one-half times their basic wage rates for all hours worked in excess of the prescribed work-week.

(f) It will comply with

(1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), and the regulations issued pursuant thereto, which provides that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Sub-recipient received Federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Sub-

recipient, this assurance shall obligate the Sub-recipient, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits;

(2) Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age or with respect to otherwise qualifies handicapped individuals as provided in Section 504 of the Rehabilitation Act of 1973;

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

(h) It will comply with the Anti-Kickback Act of 1986, 41 U.S.C. Chapter 87 which outlaws and prescribes penalties for “kickbacks” of wages in federally financed or assisted construction activities;

(i) It will comply with the provisions of 5 U.S.C. 7323 (further known as the Hatch Act) which limits the political activities of employees;

(j) It will comply with the flood insurance purchase and other requirements of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 50, including requirements regarding the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area having special flood hazards. The phrase “Federal financial assistance” includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance;

For sites located within Special Flood Hazard Areas (SFHA), the Sub-recipient must include a FEMA Model Acknowledgement of Conditions of Mitigation of Property in a Special Flood Hazard Area with FEMA Grant Funds executed by the title holder with the closeout request verifying that certain SFHA requirements were satisfied on each of the properties. The Model Acknowledgement can be found at www.fema.gov/governmenta/grant/sfha_conditions.shtm

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

(l) It will, in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (54 U.S.C.), Executive Order 11593, 36 C.F.R., Part 800, and the Preservation of Archaeological and Historical Data Act of 1966 (54 U.S.C. 3125) by:

(1) Consulting with the State Historic Preservation Office to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 C.F.R., Section 800.8) by the proposed activity; and

(2) Complying with all requirements established by the State to avoid or mitigate adverse effects upon such properties.

(3) Abiding by the terms and conditions of the **"Programmatic Agreement Among the Federal Emergency Management Agency, the Florida State Historic Preservation Office, the Florida Division of Emergency Management and the Advisory Council on Historic Preservation, (PA)"** which addresses roles and responsibilities of Federal and State entities in implementing Section 106 of the National Historic Preservation Act (NHPA), 54 U.S.C., and implementing regulations in 36 C.F.R., Part 800.

(4) When any of the Sub-recipient's projects funded under this Agreement may affect a historic property, as defined in 36 C.F.R., Part 800.16 (I)(1), the Federal Emergency Management Agency (FEMA) may require the Sub-recipient to review the eligible scope of work in consultation with the State Historic Preservation Office (SHPO) and suggest methods of repair or construction that will conform with the recommended approaches set out in the **Secretary of Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings 1992 (Standards),** the **Secretary of the Interior's Guidelines for Archeological Documentation (Guidelines)** (48 Federal Register 44734-37), or any other applicable Secretary of Interior standards. If FEMA determines that the eligible scope of work will not conform with the **Standards**, the Sub-recipient agrees to participate in consultations to develop, and after execution by all parties, to abide by, a written agreement that establishes mitigation and recondition measures, including but not limited to, impacts to archeological sites, and the salvage, storage, and reuse of any significant architectural features that may otherwise be demolished.

(5) The Sub-recipient agrees to notify FEMA and the Division if any project funded under this Agreement will involve ground disturbing activities, including, but not limited to: subsurface disturbance; removal of trees; excavation of footings and foundations, and installation of utilities (such as water, sewer, storm drains, electrical, gas, leach lines and septic tanks) except where these activities are restricted solely to areas previously disturbed by the installation, replacement or maintenance of such utilities. FEMA will request the SHPO's opinion on the potential that archeological properties may be present and be affected by such activities. The SHPO will advise the Sub-recipient on any feasible steps to be accomplished to avoid any National Register eligible archeological property or will make recommendations for the development of a treatment plan for the recovery or archeological data from the property.

If the Sub-recipient is unable to avoid the archeological property, develop, in consultation with SHPO, a treatment plan consistent with the **Guidelines** and take into account the Advisory Council on Historic Preservation (Council) publication "Treatment of Archeological Properties". The Sub-recipient shall forward information regarding the treatment plan to FEMA, the SHPO and the Council for review. If the SHPO and the Council do not object within fifteen (15) calendar days of receipt of the treatment plan, FEMA may direct the Sub-recipient to implement the treatment plan. If either the Council or the SHPO object, Sub-recipient shall not proceed with the project until the objection is resolved.

(6) The Sub-recipient shall notify the Division and FEMA as soon as practicable: (a) of any changes in the approved scope of work for a National Register eligible or listed property; (b) of all changes to a project that may result in a supplemental DSR or modify a HMGP project for a National Register eligible or listed property; (c) if it appears that a project funded under this Agreement will affect a previously unidentified property that may be eligible for inclusion in the National Register or affect a known historic property in an unanticipated manner. The Sub-recipient acknowledges that FEMA may require the Sub-recipient to stop construction in the vicinity of the discovery of a previously unidentified property that may eligible for inclusion in the National Register or upon learning that construction may affect a known historic property in an unanticipated manner. The Sub-recipient further acknowledges that FEMA may require the Sub-recipient to take all reasonable measures to avoid or minimize harm to such property until FEMA concludes

consultation with the SHPO. The Sub-recipient also acknowledges that FEMA will require, and the Sub-recipient shall comply with, modifications to the project scope of work necessary to implement recommendations to address the project and the property.

(7) The Sub-recipient acknowledges that, unless FEMA specifically stipulates otherwise, it shall not receive funding for projects when, with intent to avoid the requirements of the PA or the NHPA, the Sub-recipient intentionally and significantly adversely affects a historic property, or having the legal power to prevent it, allowed such significant adverse effect to occur.

(m) It will comply with applicable provisions of the following laws and policies prohibiting discrimination:

(1) Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination based on race, color, or national origin (including limited English proficiency).

(2) Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination based on disability.

(3) Title IX of the Education Amendments Act of 1972, as amended, which prohibits discrimination based on sex in education programs or activities.

(4) Age Discrimination Act of 1975, which prohibits discrimination based on age.

(5) U.S. Department of Homeland Security regulation 6 C.F.R. Part 19, which prohibits discrimination based on religion in social service programs.

(n) It will comply with Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;

(o) It will comply with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, (42 U.S.C. 4541-45-94) relating to nondiscrimination on the basis of alcohol abuse or alcoholism;

(p) It will comply with 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;

(q) It will comply with Lead-Based Paint Poison Prevention Act (42 U.S.C. 4821 et seq.) which prohibits the use of lead based paint in construction of rehabilitation or residential structures;

(r) It will comply with the Energy Policy and Conservation Act (P.L. 94-163; 42 U.S.C. 6201-6422), and the provisions of the State Energy Conservation Plan adopted pursuant thereto;

(s) It will comply with the Laboratory Animal Welfare Act of 1966, (7 U.S.C. 2131-2159), pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by an award of assistance under this Agreement;

(t) It will comply with Title VIII of the Civil Rights Act of 1968, (42 U.S.C 2000c and 42 U.S.C. 3601-3619), as amended, relating to non-discrimination in the sale, rental, or financing of housing, and Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color or national origin;

(u) It will comply with the Clean Air Act of 1955, as amended, 42 U.S.C. 7401-7675;

(v) It will comply with the Clean Water Act of 1977, as amended, 33 U.S.C. 1251-1388

(w) It will comply with the endangered Species Act of 1973, 16 U.S.C. 1531-1544;

(x) It will comply with the Intergovernmental Personnel Act of 1970, 42 U.S.C. 4701-4772;

(y) It will assist the awarding agency in assuring compliance with the National Historic Preservation Act of 1966, as amended, 54 U.S.C.;

(z) It will comply with environmental standards which may be prescribed pursuant to the National Environmental Policy Act of 1969, 42 U.S.C. 4321-4347;

(aa) It will assist the awarding agency in assuring compliance with the Preservation of Archeological and Historical Preservation Act of 1966, 16 U.S.C. 54 U.S.C. 3125

(bb) It will comply with the Rehabilitation Act of 1973, Section 504, 29 U.S.C. 794, regarding non-discrimination;

(cc) It will comply with the environmental standards which may be prescribed pursuant to the Safe Drinking Water Act of 1974, 42 U.S.C. 300f-300j-27, regarding the protection of underground water sources;

(dd) It will comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Property Acquisition Policies Act of 1970, 42 U.S.C. 4621-4638, which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs;

(ee) It will comply with the Wild and Scenic Rivers Act of 1968, 16 U.S.C. 1271-1287, related to protecting components or potential components of the national wild and scenic rivers system;

(ff) It will comply with the following Executive Orders: EO 11514 (NEPA); EO 11738 (violating facilities); EO 11988 (Floodplain Management); and EO 11990 (Wetlands).

(gg) It will comply with the Coastal Barrier Resources Act of 1977, 16 U.S.C. 3501-3510;

(hh) It will assure project consistency with the approved State program developed under the Coastal Zone Management Act of 1972, 16 U.S.C. 1451-14674; and

(ii) It will comply with the Fish and Wildlife Coordination Act of 1958, 16 U.S.C. 661-668.

(jj) With respect to demolition activities, it will:

(1) Create and make available documentation sufficient to demonstrate that the Sub-recipient and its demolition contractor have sufficient manpower and equipment to comply with the obligations as outlined in this Agreement.

(2) Return the property to its natural state as though no improvements had ever been contained thereon.

(3) Furnish documentation of all qualified personnel, licenses and all equipment necessary to inspect buildings located in the Sub-recipient's jurisdiction to detect the presence of asbestos and lead in accordance with requirements of the U.S. Environmental Protection Agency, the Florida Department of Environmental Protection and the County Health Department.

(4) Provide documentation of the inspection results for each structure to indicate:
   a. Safety Hazard Present
   b. Health Hazards Present

c. Hazardous Materials Present

(5) Provide supervision over contractors or employees employed by the Sub-recipient to remove asbestos and lead from demolished or otherwise applicable structures.

(6) Leave the demolished site clean, level and free of debris.

(7) Notify the Division promptly of any unusual existing condition which hampers the contractor's work.

(8) Obtain all required permits.

(9) Provide addresses and marked maps for each site where water wells and septic tanks are to be closed along with the number of wells and septic tanks located on each site. Provide documentation of closures.

(10) Comply with mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

(11) Comply with all applicable standards, orders, or requirements issued under Section 112 and 306 of the Clean Air Act (42 U.S.C. 1857), Section 508 of the Clean Water Act (33 U.S.C. 1251-1388), Executive Order 11738, and the U.S. Environmental Protection Agency regulations (40 C.F.R., Part 15 and 61). This clause shall be added to any subcontracts.

(12) Provide documentation of public notices for demolition activities.

Attachment D

REQUEST FOR ADVANCE OR REIMBURSEMENT OF HAZARD MITIGATION ASSISTANCE PROGRAM FUNDS

SUB-RECIPIENT: City of Port Orange

REMIT ADDRESS: 1000 City Center Circle

CITY: Port Orange STATE: Florida ZIP CODE: 32129

PROJECT TYPE: Mitigation Reconstruction PROJECT #: 4680-029-R

PROGRAM: Hazard Mitigation Grant Program CONTRACT #: H1301

BUDGET: _____ FEDERAL SHARE: _____ LOCAL: _____

ADVANCED RECEIVED: _____ N/A _____ AMOUNT: _____ SETTLED? _____

Invoice Period: _____ through _____ Payment No: _____

Total of Previous Payments to Date: _____ (Federal)
Total of Previous SRMC to Date: (SRMC Federal)
Total Federal to Date: _____ (Total Federal Paid)

Eligible Amount 100% (Current Request)	Obligated Federal Amount 75%	Obligated Local Non-Federal 25%	**Division Use Only**	
			Approved	Comments

TOTAL CURRENT REQUEST: $ _____

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812.

SUB-RECIPIENT SIGNATURE: _____

NAME: _____ TITLE: _____ DATE: _____

TO BE COMPLETED BY THE DIVISION

APPROVED PROJECT TOTAL $ _____

APPROVED SRMC TOTAL: $ _____

APPROVED FOR PAYMENT $ _____

_____
DIVISION DIRECTOR

_____
DATE

Attachment D (cont.)
SUMMARY OF DOCUMENTATION IN SUPPORT OF AMOUNT CLAIMED FOR ELIGIBLE DISASTER WORK UNDER THE HAZARD MITIGATION ASSISTANCE PROGRAM

SUB-RECIPIENT: City of Port Orange PAYMENT #:

PROJECT TYPE: Mitigation Reconstruction PROJECT #: 4680-029-R

PROGRAM: Hazard Mitigation Grant Program CONTRACT #: H1301

	REF NO[2]	DATE[3]	DOCUMENTATION [4]	*(Check) AMOUNT*	ELIGIBLE COSTS (100%)
1					
2					
3					
4					
5					
6					
7					
8					
This payment represents % completion of the project.				***TOTAL***	

[2] Recipient's internal reference number (e.g., Invoice, Receipt, Warrant, Voucher, Claim Check, or Schedule #)
[3] Date of delivery of articles, completion of work or performance services. (per document)
[4] List Documentation (Recipient's payroll, material out of recipient's stock, recipient owned equipment and name of vendor or contractor) by category (Materials, Labor, Fees) and line item in the approved project line item budget. Provide a brief description of the articles or services. List service dates per each invoice.

Attachment E
JUSTIFICATION OF ADVANCE PAYMENT

SUB-RECIPIENT: CITY OF PORT ORANGE

If you are requesting an advance, indicate same by checking the box below.

[ ] **ADVANCE REQUESTED**

Advance payment of $ _____ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay staff, award benefits to clients, duplicate forms and purchase start-up supplies and equipment. We would not be able to operate the program without this advance.

If you are requesting an advance, complete the following chart and line item justification below. PLEASE NOTE: Calculate your estimated expenses at 100% of your expected needs for ninety (90) days. Submit Attachment D with the cost share breakdown along with Attachment E and all supporting documentation.

ESTIMATED EXPENSES

BUDGET CATEGORY/LINE ITEMS (list applicable line items)	**20___-20___ Anticipated Expenditures for First Three Months of Contract**
For example ADMINISTRATIVE COSTS (Include Secondary Administration.)	
For example PROGRAM EXPENSES	
TOTAL EXPENSES	

LINE ITEM JUSTIFICATION **(For each line item, provide a detailed justification explaining the need for the cash advance. The justification must include supporting documentation that clearly shows the advance will be expended within the first ninety (90) days of the contract term. Support documentation should include quotes for purchases, delivery timelines, salary and expense projections, etc. to provide the Division reasonable and necessary support that the advance will be expended within the first ninety (90) days of the contract term. Any advance funds not expended within the first ninety (90) days of the contract term as evidenced by copies of invoices and cancelled checks as required by the Budget and Scope of work showing 100% of expenditures for the 90 day period shall be returned to the Division Cashier, 2489 Shumard Oak Boulevard, Tallahassee, Florida 32399, within thirty (30) days of receipt, along with any interest earned on the advance.**

Attachment F

QUARTERLY REPORT FORM

***Instructions**: Complete and submit this form to State Project Manager within15-days after each quarter:*

SUB-RECIPIENT: City of Port Orange **PROJECT #:** **4680-029-R**

PROJECT TYPE: Mitigation Reconstruction **CONTRACT #:** **H1301**

PROGRAM: Hazard Mitigation Grant Program **QUARTER ENDING:** _____

Advance Payment Information:
Advance Received ☐ N/A ☐ Amount: $ _____ Advance Settled? Yes ☐ No ☐

Financial Amount to Date:
Sub-Recipient Total Project Expenditures to date (federal & local): $

Target Dates (State Agreement):
Contract Execution Date: _____ Contract Expiration Date: _____
Date Deliverables Submitted: _____ Closeout Requested Date: _____

Describe **Milestones** achieved during this quarter:

Project Proceeding on **Schedule**? ☐ Yes ☐ No (*If No, Describe under **Issues** below)*

Percentage of Milestones completed to Date: _____%

Describe Activities - Milestones completed this quarter only:

Schedule of the Milestones-Activities:

Milestone	**Dates** (estimated)
State Contracting	
Closeout Compliance	
Estimated Project Completion Date:	

Issues or circumstances affecting completion date, milestones, scope of work, and/or cost:

Cost Status: ☐ Cost Unchanged ☐ Under Budget ☐ Over Budget

Cost / Financial **Comments:**

NOTE: Events may occur between quarterly reports, which have significant impact upon your project(s), such as anticipated overruns, changes in scope of work, extensions. Contact the Division as soon as these conditions are known, otherwise you could be non-compliant with your sub-grant award.

Sub-Recipient Contract Representative (POC): _____

Signature: _____ Phone: _____

~ To be completed by Florida Division of Emergency Management Project Manager ~

Project Manager Statement: ☐ *No Action Required, OR*

☐ *Action Required:* _____

PM Percentage of Activates competed per PM Review QR Milestones Spreadsheet: ____%

Date Reviewed: _____ *Reviewer:* _____ *Project Manager*

Attachment G

Warranties and Representations

Financial Management

The Sub-Recipient's financial management system must comply with 2 C.F.R. §200.302.

Procurements

Any procurement undertaken with funds authorized by this Agreement must comply with the requirements of 2 C.F.R. §200, Part D—Post Federal Award Requirements—Procurement Standards (2 C.F.R. §§200.317 through 200.327).

Business Hours

The Sub-Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from: **8:00 AM - 5:00 PM, Monday Thru Friday, as applicable.**

Licensing and Permitting

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

Attachment H

Certification Regarding
Debarment, Suspension, Ineligibility
And Voluntary Exclusion

Subcontractor Covered Transactions

The prospective subcontractor, _____, of the Sub-Recipient certifies, by submission of this document, that neither it, its principals, nor affiliates are presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or disqualified from participation in this transaction by any Federal department or agency.

SUBCONTRACTOR

_____

By: _____
Signature

_____
Name and Title

_____
Street Address

_____
City, State, Zip

_____
Date

City of Port Orange
Sub-Recipient's Name

H1301
DEM Contract Number

4680-029-R
FEMA Project Number

Attachment I

Federal Funding Accountability and Transparency Act

Instructions and Worksheet

PURPOSE: The Federal Funding Accountability and Transparency Act (FFATA) was signed on September 26, 2006. The intent of this legislation is to empower every American with the ability to hold the government accountable for each spending decision. The FFATA legislation requires information on federal awards (federal assistance and expenditures) be made available to the public via a single, searchable website, which is http://www.usaspending.gov/.

The FFATA Sub-award Reporting System (FSRS) is the reporting tool the Florida Division of Emergency Management ("FDEM" or "Division") must use to capture and report sub-award and executive compensation data regarding first-tier sub-awards that obligate $25,000 or more in Federal funds (excluding Recovery funds as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5).

Note: This "Instructions and Worksheet" is meant to explain the requirements of the FFATA and give clarity to the FFATA Form distributed to sub-awardees for completion. All pertinent information below should be filled out, signed, and returned to the project manager.

ORGANIZATION AND PROJECT INFORMATION

The following information must be provided to the FDEM prior to the FDEM's issuance of a sub-award (Agreement) that obligates $25,000 or more in federal funds as described above. Please provide the following information and return the signed form to the Division as requested.

PROJECT #: 4680-029-R

FUNDING AGENCY: Federal Emergency Management Agency

AWARD AMOUNT: $ 160,473.60

OBLIGATION/ACTION DATE: March 9, 2026

SUBAWARD DATE (if applicable):

UEID/SAM#: LV8ZD1LYF3H4

*If your company or organization does not have a UEID/SAM number, you will need to obtain one from https://sam.gov/content/entity-registrationThe process to request a UEID/SAM number takes about ten minutes and is free of charge.

BUSINESS NAME: City of Port Orange, Florida

DBA NAME (IF APPLICABLE):

PRINCIPAL PLACE OF BUSINESS ADDRESS: 1000 City Center Circle

ADDRESS LINE 1:

ADDRESS LINE 2:

ADDRESS LINE 3:

CITY Port Orange STATE FL ZIP CODE+4** 32129-4144

PARENT COMPANY UEID/SAM# (if applicable): LV8ZD1LYF3H4

CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA#):

DESCRIPTION OF PROJECT (Up to 4000 Characters)

As a Hazard Mitigation Grant Program project, the Sub-Recipient proposes mitigation reconstruction of property located at 21 Cypress In The Wood, Port Orange, Florida 32129.

The HMGP proposed project scope of work for mitigation reconstruction of this flood-prone property shall include demolition of the existing structure, installation of a new manufactured home, and elevation of the new dwelling to a minimum of 2 feet above the Base Flood Elevation (BFE + 2'). According to the FIRM, the property is within Zone AE which has a Base Flood Elevation of 27.4 feet NAVD88. The new dwelling shall be elevated on concrete piers to a proposed minimum Design Flood Elevation of 29.4 feet NAVD88 consistent with the Freeboard Value Approach. Equipment and utilities shall also be elevated to the required height. Appropriate means of access shall be constructed including ramps where needed to allow the homeowner to navigate the elevated structure using assisted mobility devices. Debris and hazardous materials shall be properly disposed, the site shall be restored, and the new residence shall be made safe for human habitation with utilities and equipment reconnected. The property bordered by the Atlantic Ocean, the Halifax River, and smaller waterways-continues to be at risk of inundation due to tidal surge and rainfall runoff. A structural assessment of the existing residence concluded that the wood frame, manufactured unit built in 1977 on a concrete pier foundation with a total living area of 1,248 square feet is ineligible for lifting and a danger to occupancy due to past storm damage. The extent of structural damage caused by Hurricane Ian prompted the city to issue a Substantial Damage Determination. The project shall prevent future structural damage and eliminate substantial repair and displacement costs.

Any enclosed space at grade level shall have hydrostatic vents and can only be used for storage or parking. The square footage of the newly constructed and elevated structure shall be no more than ten (10) percent greater than the original square footage. A report of an inspection completed by a qualified professional certifying that the existing building(s) are not structurally sound, and an elevation is not feasible shall be submitted to FDEM (Division) for review and concurrence within 12-months of FEMA Award and prior to any construction activities. The project shall be designed and constructed in compliance with the Florida Building Code, ASCE 24-14 or latest edition, the Federal Flood Risk Management Standards (FFRMS), NFIP standards in 44 CFR, Part 60 and/or local floodplain ordinances or any other applicable local regulations. Upon completion of the mitigation reconstruction work, a final elevation certificate verifying as-built elevations shall be completed for project closeout.

The project shall provide protection against a 100-year flood event. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

Project Locations:

ID#	Name	Address	Coordinates
1)	Groves Manufactured Home	21 Cypress In The Wood, Port Orange, Florida 32129	(29.139029, -81.035562)

Verify the approved project description above, if there is any discrepancy, please contact the project manager.

PRINCIPAL PLACE OF PROJECT PERFORMANCE (IF DIFFERENT THAN PRINCIPAL PLACE OF BUSINESS): 1000 City Center Circle, Port Orange, FL 32129-4144

ADDRESS LINE 1: 21 Cypress in the Wood, Port Orange, FL 32129

ADDRESS LINE 2: _____

ADDRESS LINE 3: _____

CITY _____ STATE _____ ZIP CODE+4** _____

CONGRESSIONAL DISTRICT FOR PRINCIPAL PLACE OF PROJECT PERFORMANCE:

**Providing the Zip+4 ensures that the correct Congressional District is reported.

EXECUTIVE COMPENSATION INFORMATION:

1. In your business or organization's previous fiscal year, did your business or organization (including parent organization, all branches, and all affiliates worldwide) receive (a) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act, as defined at 2 C.F.R. 170.320; , (b) $25,000,000 or more in annual gross revenues from U.S. Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act?

   Yes ☐ No ☒

If the answer to Question 1 is "Yes," continue to Question 2. If the answer to Question 1 is "No", move to the signature block below to complete the certification and submittal process.

2. Does the public have access to information about the compensation of the executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) Section 6104 of the Internal Revenue Code of 1986?

   Yes ☐ No ☐

If the answer to Question 2 is "Yes," move to the signature block below to complete the certification and submittal process. [Note: Securities Exchange Commission information should be accessible at http//www.sec.gov/answers/execomp.htm. Requests for Internal Revenue Service (IRS) information should be directed to the local IRS for further assistance.]

If the answer to Question 2 is "No" FFATA reporting is required. Provide the information required in the "TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR"

appearing below to report the "Total Compensation" for the five (5) most highly compensated "Executives", in rank order, in your organization. For purposes of this request, the following terms apply as defined in 2 C.F.R. Ch. 1 Part 170 Appendix A:

"Executive" is defined as "officers, managing partners, or other employees in management positions".

"Total Compensation" is defined as the cash and noncash dollar value earned by the executive during the most recently completed fiscal year and includes the following:

i. Salary and bonus.

ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

v. Above-market earnings on deferred compensation which is not tax-qualified.

vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds $10,000.

TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR

(Date of Fiscal Year Completion _____)

Rank (Highest to Lowest)	**Name (Last, First, MI)**	**Title**	**Total Compensation for Most Recently Completed Fiscal Year**
1			
2			
3			
4			
5			

THE UNDERSIGNED CERTIFIES THAT ON THE DATE WRITTEN BELOW, THE INFORMATION PROVIDED HEREIN IS ACCURATE.

SIGNATURE: _____

NAME AND TITLE: Wayne Clark, City Manager

DATE: June 16, 2026

Attachment J

Mandatory Contract Provisions

Provisions:

Any contract or subcontract funded by this Agreement must contain the applicable provisions outlined in Appendix II to 2 C.F.R. Part 200. It is the responsibility of the sub-recipient to include the required provisions. The following is a list of sample provisions from Appendix II to 2 C.F.R. Part 200 that may be required:[1]

Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. Part 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 C.F.R. Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or Sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or

[1] For example, the Davis-Bacon Act is not applicable to other FEMA grant and cooperative agreement programs, including the Public Assistance Program or Hazard Mitigation Grant Program; however, sub-recipient may include the provision in its subcontracts.

repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2 (a) and the recipient or Sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or Sub-recipient must comply with the requirements of 37 C.F.R. Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply 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). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 C.F.R. 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. 180 that implement Executive Orders 12549 (3 C.F.R. Part 1986 Comp., p. 189) and 12689 (3 C.F.R. Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of $100,000 or more must 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 must 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 non-Federal award.

(J) See 2 C.F.R, § 200.323 Procurement of recovered materials.

(K) See 2 C.F.R, §200.216 Prohibition on certain telecommunication and video surveillance services or equipment.

(L) See 2 C.F.R, §200.322 Domestic preferences for procurements

(Appendix II to Part 200, Revised Eff. 11/12/2020).

FEMA created the 2019 PDAT Contract Provisions Template to assist non-Federal entities. It is *available at* https://www.fema.gov/media-library-data/1569959119092-92358d63e00d17639d5db4de015184c9/PDAT_ContractProvisionsTemplate_9-30-19.pdf.

Please note that the sub-recipient alone is responsible for ensuring that all language included in its contracts meets the requirements of 2 C.F.R. § 200.327 and 2 C.F.R. Part 200, Appendix II.

Attachment K

Certification Regarding Lobbying

Check the appropriate box:

☒ This Certification Regarding Lobbying is required because the Contract, Grant, Loan, or Cooperative Agreement will exceed $100,000 pursuant to 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.

☐ This Certification is not required because the Contract, Grant, Loan, or Cooperative Agreement will be less than $100,000.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

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 Form to Report Lobbying," 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 Sub-Recipient or subcontractor, City of Port Orange, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

_____
Signature of Sub-Recipient/subcontractor's Authorized Official

Wayne Clark, City Manager
_____
Name and Title of Sub-Recipient/subcontractor's Authorized Official

June 16, 2026
_____
Date

Attachment L

Florida Accountability Contract Tracking System (FACTS)
Requirements for Non-profit Organizations Under Section 216.1366, Florida Statutes
Instructions and Worksheet

CONTRACT DOCUMENTATION REQUIREMENTS

Section 216.1366, F.S., amended in 2023, establishes new documentation requirements for any contract for services executed, amended, or extended on or after July 1, 2023, with non-profit organizations as defined in s. 215.97 (2)(m). F.S. The contract must require the contractor to provide documentation that indicates the amount of state funds:

- Allocated to be used during the full term of the contract for remuneration to any member of the board of directors or an officer of the contractor.
- Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the contractor. The documentation must indicate the amounts and recipients of the remuneration.

Such information must be included in the contract tracking system maintained pursuant to s. 215.985 F.S. and must be posted on the contractor's website if the contractor maintains a website.

• As used in this subsection, the term:

o "Officer" means a Chief Executive Officer (CEO), Chief Financial Officer (CFO), Chief Operating Officer (COO), or any other position performing an equivalent function.

o "Remuneration" means all compensation earned by or awarded to personnel, whether paid or accrued, regardless of contingency, including bonuses, accrued paid time off, severance payments, incentive payments, contributions to a retirement plan, or in-kind payments, reimbursements, or allowances for moving expenses, vehicles and other transportation, telephone services, medical services, housing, and meals.

o "State funds" means funds paid from the General Revenue Fund or any state trust fund, funds allocated by the Federal Government and distributed by the state, or funds appropriated by the state for distribution through any grant program. The term does not include funds used for the state Medicaid program.

Note: This "Instructions and Worksheet" is meant to explain the requirements of the Section 216.1366, F.S., amended in 2023, and give clarity to the attached form distributed to recipients and sub-recipients for completion. All pertinent information below should be filled out, signed, and returned to the project manager.

NON-PROFIT ORGANIZATION REMUNERATION INFORMATION

1. Is your business or organization a non-profit organization as defined in s. 215.97 (2)(m). F.S.?
Yes ☐ No ☒

If the answer to Question 1 is "Yes," continue to Question 2. If the answer to Question 1 is "No", move to the signature block below to complete the certification and submittal process.

2. Will state funds be used as remuneration to any member of the board of directors or an officer in your business or organization?
Yes ☐ No ☐

If the answer to Question 2 is “Yes,” provide the information required in the “Total Compensation Paid to Non-Profit Personnel Using State Funds” form below. A separate form should be completed for each member of the board of directors or officer being compensated using state funds. If the answer to Question 2 is “No”, move to the signature block below to complete the certification and submittal process.

Total Compensation Paid to Non-Profit Personnel Using State Funds

Name:		
Title:		
Agency Agreement/Contract #		
Total Contract Amount		
Contract Term:		
Line Item Budget Category	**Total Amount Paid**	**Amount Paid from State Funds**
Salaries		
Fringe Benefits		
Bonuses		
Accrued Paid Time Off		
Severance Payments		
Retirement Contributions		
In-Kind Payments		
Incentive Payments		
Reimbursements/Allowances		
Moving Expenses		
Transportation Costs		
Telephone Services		
Medical Services Costs		
Housing Costs		
Meals		

CERTIFICATION: I certify that the amounts listed above are true and accurate and in accordance with the approved budget.

Name:	Wayne Clark
Signature:	
Title:	City Manager
Date:	June 16, 2026

ATTACHMENT M

FOREIGN COUNTRY OF CONCERN AFFIDAVIT –
PERSONAL IDENTIFYING INFORMATION CONTRACT

Section 287.138, Florida Statutes, prohibits a Florida "Governmental entity"[2] from entering into or extending contracts with any other entity whereby such a contract, or extension thereof, could grant the other entity access to an individual's personal identifying information if that entity is associated with a "Foreign Country of Concern."[3] Specifically, section 287.138(2), Florida Statutes, prohibits such contracts with any entity that is owned by the government of a Foreign Country of Concern, any entity in which the government of a Foreign Country of Concern has a "controlling interest,"[4] and any entity organized under the laws of or which has its principal place of business in a Foreign Country of Concern.

As the person authorized to sign on behalf of Respondent, I hereby attest that the company identified above in the section entitled "Respondent Vendor Name" is not an entity owned by the government of a Foreign Country of Concern, no government of a Foreign Country of Concern has a controlling interest in the entity, and the entity has not been organized under the laws of or has its principal place of business in a Foreign Country of Concern.

I understand that pursuant to section 287.138, Florida Statutes, I am submitting this affidavit under penalty of perjury.

Respondent Vendor Name: _____

Vendor FEIN: _____

Vendor's Authorized Representative Name and Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____

Email Address: _____

Certified By: _____
AUTHORIZED SIGNATURE

Print Name and Title: _____

Date: _____

[2] As defined in Section 287.138 (1)(d), Florida Statutes.
[3] As defined in Section 287.138 (1)(c), Florida Statutes.
[4] As defined in Section 287.138 (1)(a), Florida Statutes.

SUB-RECIPIENT AGREEMENT CHECKLIST

DIVISION OF EMERGENCY MANAGEMENT
MITIGATION BUREAU
FISCAL OPERATIONS UNIT
HMGP

REQUEST FOR REVIEW AND APPROVAL	
SUB-RECIPIENT:	City of Port Orange
PROJECT #:	4680-029-R
PROJECT TITLE:	City of Port Orange, Groves Manufactured Home, Mitigation Reconstruction
HMGP CONTRACT #:	H1301
SM CONTRACT #: (if applicable)	
MODIFICATION #:	

SUB-RECIPIENT REPRESENTATIVE (POINT OF CONTACT)	
	Valerie Duhl **Community Development Engineer** **1000 City Center Circle** **Port Orange, FL 32129**

Enclosed is your copy of the proposed contract(s)/modification(s) between **City of Port Orange** and the Florida Division of Emergency Management (FDEM).

	COMPLETE
☐	This form is required to be included with all Reviews, Approvals, and Submittals
☒	Reviewed and Approved
☒	Signed & Dated Electronic Copy of HMGP Contract by Official Representative
☐	Signed & Dated Electronic Copy of SM Contract by Official Representative (if applicable)
☒	**Copy of the organization's resolution or charter** that specifically identifies the person or position that is authorized to sign, if not Chairman, Mayor, or Chief
☐	Attachment I - Federal Funding Accountability and Transparency Act (FFATA) - completed, signed, and dated ☐ N/A for Modifications or State Funded Agreements
☒	Attachment K – Certification Regarding Lobbying - completed, signed, and dated ☐ N/A for Modifications or State Funded Agreements
☒	Attachment L – FACTS - completed, signed, and dated ☐ N/A for Modifications or State Funded Agreements
☒	Attachment M – Foreign County of Concern Affidavit completed, signed, and dated ☐ N/A for Modifications or State Funded Agreements
☒	Electronic Submittal to the Grant Specialist

If you have any questions regarding this contract, or who is authorized to sign it, please contact your Project Manager at (850)-570-2909 or email me at **Renee.Singh@em.myflorida.com**.

Agreement Number: **H1301**

Project Number: **4680-029-R**

FEDERALLY-FUNDED SUBAWARD AND GRANT AGREEMENT

2 C.F.R. §200.1 states that a "subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract."

As defined by 2 C.F.R. §200.1, "pass-through entity" means "a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program."

As defined by 2 C.F.R. §200.1 , "Sub-Recipient" means "an entity, usually but not limited to non-Federal entities that receives a subaward from a pass-through entity to carry out part of a Federal program."

As defined by 2 C.F.R. §200.1, "Federal award" means "Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity."

As defined by 2 C.F.R. §200.1, "subaward" means "an award provided by a pass-through entity to a Sub-Recipient for the Sub-Recipient to carry out part of a Federal award received by the pass-through entity."

The following information is provided pursuant to 2 C.F.R. §200.332:

Sub-Recipient's name:	City of Port Orange
Sub-Recipient's unique entity identifier (UEI/FEIN):	LV8ZD1LYF3H4 / 596000412
Federal Award Identification Number (FAIN):	FEMA-DR-4680-FL
Federal Award Date:	March 9, 2026
Subaward Period of Performance Start and End Date:	October 3, 2023 through January 31, 2028
Amount of Federal Funds Obligated by this Agreement:	$160,473.60
Total Amount of Federal Funds Obligated to the Sub-Recipient by the pass-through entity to include this Agreement:	$160,473.60
Total Amount of the Federal Award committed to the Sub-Recipient by the pass-through entity	$160,473.60
Federal award project description (see FFATA):	Mitigation Reconstruction
Name of Federal awarding agency:	Federal Emergency Management Agency
Name of pass-through entity:	FL Division of Emergency Management
Contact information for the pass-through entity:	Renee.Singh@em.myflorida.com
Catalog of Federal Domestic Assistance (CFDA) Number and Name:	97.039 Hazard Mitigation Grant Program
Whether the award is R&D:	N/A
Indirect cost rate for the Federal award:	N/A

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

For the purposes of this Agreement, the Division serves as the pass-through entity for a Federal award, and the Sub-Recipient serves as the recipient of a subaward.

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

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

B. The State of Florida received these grant funds from the Federal government, and the Division has the authority to subgrant these funds to the Sub-Recipient upon the terms and conditions outlined below; and,

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

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

(1) APPLICATION OF STATE LAW TO THIS AGREEMENT

2 C.F.R. §200.302(a) provides: “Each state must expend and account for the Federal award in accordance with state laws and procedures for expending and accounting for the state's own funds.” Therefore, section 215.971, Florida Statutes, entitled “Agreements funded with federal or state assistance”, applies to this Agreement.

(2) LAWS, RULES, REGULATIONS AND POLICIES

a. The Sub-Recipient's performance under this Agreement is subject to 2 C.F.R. Part 200, entitled “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.”

b. As required by section 215.971(1), Florida Statutes, this Agreement includes:

i. A provision specifying a scope of work that clearly establishes the tasks that the Sub-Recipient is required to perform.

ii. A provision dividing the agreement into quantifiable units of deliverables that must be received and accepted in writing by the Division before payment. Each deliverable must be directly related to the scope of work and specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.

iii. A provision specifying the financial consequences that apply if the Sub-Recipient fails to perform the minimum level of service required by the agreement.

iv. A provision specifying that the Sub-Recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period.

v. A provision specifying that any balance of unobligated funds which has been advanced or paid must be refunded to the Division.

vi. A provision specifying that any funds paid in excess of the amount to which the Sub-Recipient is entitled under the terms and conditions of the agreement must be refunded to the Division.

c. In addition to the foregoing, the Sub-Recipient and the Division shall be governed by all applicable State and Federal laws, rules and regulations, including those identified in Attachment B. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

(3) CONTACT

a. In accordance with section 215.971(2), Florida Statutes, the Division's Grant Manager shall be responsible for enforcing performance of this Agreement's terms and conditions and shall serve as the Division's liaison with the Sub-Recipient. As part of his/her duties, the Grant Manager for the Division shall:

i. Monitor and document Sub-Recipient performance; and,

ii. Review and document all deliverables for which the Sub-Recipient requests payment.

b. The Division's Grant Manager for this Agreement is:

Renee Singh
Project Manager
Bureau of Mitigation
Florida Division of Emergency Management
2489 Shumard Oak Blvd.
Tallahassee, FL 32399-2100
Telephone: 850-570-2909
Email: Renee.Singh@em.myflorida.com

The Division's Alternate Grant Manager for this Agreement is:

Kathleen Marshall
Community Program Manager
Bureau of Mitigation
Florida Division of Emergency Management
2489 Shumard Oak Boulevard
Tallahassee, FL 32399
Telephone: 850-815-4503
Email: Kathleen.Marshall@em.myflorida.com

1. The name and address of the Representative of the Sub-Recipient responsible for the administration of this Agreement is:

   Valerie Duhl
   Community Development Engineer
   1000 City Center Circle
   Port Orange, FL 32129
   Telephone: 386-878-8965
   Email: vduhl@port-orange.org

2. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be provided to the other party.

(4) TERMS AND CONDITIONS

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

(5) EXECUTION

This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(6) MODIFICATION

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

(7) SCOPE OF WORK

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

(8) PERIOD OF AGREEMENT

This Agreement shall begin on October 3, 2023 and shall end on January 31, 2028, unless terminated earlier in accordance with the provisions of Paragraph (17) of this Agreement. Consistent with the definition of "period of performance" contained in 2 C.F.R. §200.1, the term "period of agreement" refers to the time during which the Sub-Recipient "may incur new obligations to carry out the work authorized under" this Agreement. In accordance with section 215.971(1)(d), Florida Statutes, the Sub-Recipient may expend funds authorized by this Agreement "only for allowable costs resulting from obligations incurred during" the period of agreement.

The terms of this Agreement are intended to encompass the Pre-Award period. If applicable, the Pre-Award period and FEMA approved Pre-Award costs shall be outlined in Attachment A of this Agreement ("Budget and Scope of Work").

(9) FUNDING

a. This is a cost-reimbursement Agreement, subject to the availability of funds.

b. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with either chapter 216, Florida Statutes, or the Florida Constitution.

c. The Division will reimburse the Sub-Recipient only for allowable costs incurred by the Sub-Recipient in the successful completion of each deliverable. The maximum reimbursement amount for each deliverable is outlined in Attachment A of this Agreement ("Budget and Scope of Work"). The maximum reimbursement amount for the entirety of this Agreement is **$160,473.60**.

d. As required by 2 C.F.R. §200.415(a), any request for payment under this Agreement must include a certification, signed by an official who is authorized to legally bind the Sub-Recipient, which reads as follows: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

e. The Division will review any request for reimbursement by comparing the documentation provided by the Sub-Recipient against a performance measure, outlined in Attachment A, that clearly delineates:

i. The required minimum acceptable level of service to be performed; and,

ii. The criteria for evaluating the successful completion of each deliverable.

f. The performance measure required by section 215.971(1)(b), Florida Statutes, remains consistent with the requirement for a "performance goal", which is defined in 2 C.F.R. §200.1 as "a target level of performance expressed as a tangible, measurable objective, against which actual achievement can be compared." It also remains consistent with the requirement, contained in 2 C.F.R. §200.329, that the Division and the Sub-Recipient "relate financial data to performance goals and objectives of the Federal award."

g. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for overtime expenses in accordance with 2 C.F.R. §200.430 ("Compensation—personal services") and 2 C.F.R. §200.431 ("Compensation—fringe benefits"). If the Sub-Recipient seeks reimbursement for overtime expenses for periods when no work is performed due to vacation, holiday, illness, failure of the employer to provide sufficient work, or other similar cause (*See* 29 U.S.C. §207(e)(2)), then the Division will treat the expense as a fringe benefit. 2 C.F.R. §200.431(a) defines fringe benefits as "allowances and services provided by employers to their employees as compensation in addition to regular salaries and wages." Fringe benefits are allowable under this Agreement as long as

the benefits are reasonable and are required by law, Sub-Recipient-employee agreement, or an established policy of the Sub-Recipient. 2 C.F.R. §200.431(b) provides that the cost of fringe benefits in the form of regular compensation paid to employees during periods of authorized absences from the job, such as for annual leave, family-related leave, sick leave, holidays, court leave, military leave, administrative leave, and other similar benefits, are allowable if all of the following criteria are met:

i. They are provided under established written leave policies;

ii. The costs are equitably allocated to all related activities, including Federal awards; and,

iii. The accounting basis (cash or accrual) selected for costing each type of leave is consistently followed by the non-Federal entity or specified grouping of employees.

h. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for travel expenses in accordance with 2 C.F.R. §200.474. As required by the Reference Guide for State Expenditures, reimbursement for travel must be in accordance with section 112.061, Florida Statutes, which includes submission of the claim on the approved state travel voucher. If the Sub-Recipient seeks reimbursement for travel costs that exceed the amounts stated in section 112.061(6)(b), Florida Statutes ($6 for breakfast, $11 for lunch, and $19 for dinner), then the Sub-Recipient must provide documentation that:

i. The costs are reasonable and do not exceed charges normally allowed by the Sub-Recipient in its regular operations as a result of the Sub-Recipient's written travel policy; and,

ii. Participation of the individual in the travel is necessary to the Federal award.

i. The Division's grant manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the grant agreement period and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Sub-Recipient.

j. As defined by 2 C.F.R. §200.1, the term "improper payment" means or includes:

i. Any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements; and,

ii. Any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.

k. No reimbursements shall be made for costs outside the period of agreement, as defined in paragraph (8) of this Agreement.

(10) <u>RECORDS</u>

a. As required by 2 C.F.R. §200.336, the Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the Division, or any of their authorized representatives, shall enjoy the right of access to any documents, papers, or other records of the Sub-Recipient which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents. Finally, the right of access is not limited to the required retention period but lasts as long as the records are retained.

b. As required by 2 C.F.R. §200.332(a)(5), the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Sub-Recipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents.

c. As required by Florida Department of State's record retention requirements (Chapter 119, Florida Statutes) and by 2 C.F.R. §200.334, the Sub-Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, as well as the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of five (5) years from the date of submission of the final expenditure report. The following are the only exceptions to the five (5) year requirement:

i. If any litigation, claim, or audit is started before the expiration of the 5-year period, then the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

ii. When the Division or the Sub-Recipient is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.

iii. Records for real property and equipment acquired with Federal funds must be retained for 5 years after final disposition.

iv. When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 5-year retention requirement is not applicable to the Sub-Recipient.

v. Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.

vi. Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a

particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).

d. In accordance with 2 C.F.R. §200.335, the Federal awarding agency must request transfer of certain records to its custody from the Division or the Sub-Recipient when it determines that the records possess long-term retention value.

e. In accordance with 2 C.F.R. §200.336, the Division must always provide or accept paper versions of Agreement information to and from the Sub-Recipient upon request. If paper copies are submitted, then the Division must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.

f. As required by 2 C.F.R. §200.303, the Sub-Recipient shall take reasonable measures to safeguard protected personally identifiable information and other information the Federal awarding agency or the Division designates as sensitive or the Sub-Recipient considers sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.

g. Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) provides the citizens of Florida with a right of access to governmental proceedings and mandates three, basic requirements: (1) meetings of public boards or commissions must be open to the public; (2) reasonable notice of such meetings must be given; and, (3) minutes of the meetings must be taken and promptly recorded. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the open government requirements. However, the Government in the Sunshine Law applies to private entities that provide services to governmental agencies and that act on behalf of those agencies in the agencies' performance of their public duties. If a public agency delegates the performance of its public purpose to a private entity, then, to the extent that private entity is performing that public purpose, the Government in the Sunshine Law applies. For example, if a volunteer fire department provides firefighting services to a governmental entity and uses facilities and equipment purchased with public funds, then the Government in the Sunshine Law applies to board of directors for that volunteer fire department. Thus, to the extent that the Government in the Sunshine Law applies to the Sub-Recipient based upon the funds provided under this Agreement, the meetings of the Sub-Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board may be subject to open government requirements. These meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with chapter 119, Florida Statutes.

h. Florida's Public Records Law provides a right of access to the records of the state and local governments as well as to private entities acting on their behalf. Unless specifically exempted

from disclosure by the Legislature, all materials made or received by a governmental agency (or a private entity acting on behalf of such an agency) in conjunction with official business which are used to perpetuate, communicate, or formalize knowledge qualify as public records subject to public inspection. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the public record requirements. However, when a public entity delegates a public function to a private entity, the records generated by the private entity's performance of that duty become public records. Thus, the nature and scope of the services provided by a private entity determine whether that entity is acting on behalf of a public agency and is therefore subject to the requirements of Florida's Public Records Law.

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

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (850) 815-7671 Records@em.myflorida.com, or 2489 Shumard Oak Boulevard, Tallahassee, FL 32399.

(11) AUDITS

a. The Sub-Recipient shall comply with the audit requirements contained in 2 C.F.R. Part 200, Subpart F.

b. In accounting for the receipt and expenditure of funds under this Agreement, the Sub-Recipient shall follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R. §200.1, GAAP "has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB)."

c. When conducting an audit of the Sub-Recipient's performance under this Agreement, the Division shall use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by 2 C.F.R. §200.1, GAGAS, "also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits."

d. If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Sub-Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and

Agreement provisions within thirty (30) days after the Division has notified the Sub-Recipient of such non-compliance.

e. The Sub-Recipient shall have all audits completed by an independent auditor, which is defined in section 215.97(2)(i), Florida Statutes, as "an independent certified public accountant licensed under chapter 473." The independent auditor shall state that the audit complied with the applicable provisions noted above. The audit must be received by the Division no later than nine months from the end of the Sub-Recipient's fiscal year.

f. The Sub-Recipient shall send copies of reporting packages for audits conducted in accordance with 2 C.F.R. Part 200, by or on behalf of the Sub-Recipient, to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General

2489 Shumard Oak Boulevard

Tallahassee, Florida 32399-2100

g. The Sub-Recipient shall send the Single Audit reporting package and Form SF-SAC to the Federal Audit Clearinghouse by submission online at:

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

h. The Sub-Recipient shall send any management letter issued by the auditor to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General

2489 Shumard Oak Boulevard

Tallahassee, Florida 32399-2100

(12) REPORTS

a. Consistent with 2 C.F.R. §200.328, the Sub-Recipient shall provide the Division with quarterly reports and a close-out report. These reports shall include the current status and progress by the Sub-Recipient and all subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

b. Quarterly reports are due to the Division no later than fifteen (15) days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30, and December 31.

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

d. If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, then the Division may withhold further payments until they are completed or may take other action as stated in Paragraph (16) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Scope of Work.

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

f. The Sub-Recipient shall provide additional reports and information identified in Attachment F.

(13) MONITORING

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

b. In addition to reviews of audits, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits, and/or other procedures. The Sub-Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that a limited scope audit of the Sub-Recipient is appropriate, the Sub-Recipient agrees to comply with any additional instructions provided by the Division to the Sub-Recipient regarding such audit. The Sub-Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Sub-Recipient throughout the contract term to ensure timely completion of all tasks.

(14) LIABILITY

a. Unless Sub-Recipient is a State agency or subdivision, as defined in section 768.28(2), Florida Statutes, the Sub-Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement and, as authorized by section 768.28(19), Florida Statutes, Sub-Recipient shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Sub-Recipient agrees that it is not an employee or agent of the Division, but is an independent contractor.

b. As required by section 768.28(19), Florida Statutes, any Sub-Recipient which is a state agency or subdivision, as defined in section 768.28(2), Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the

Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any Sub-Recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(15) DEFAULT

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (16); however, the Division may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment if:

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

b. Material adverse changes occur in the financial condition of the Sub-Recipient at any time during the term of this Agreement, and the Sub-Recipient fails to cure this adverse change within thirty (30) days from the date written notice is sent by the Division;

c. Any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete or insufficient information; or,

d. The Sub-Recipient has failed to perform and complete on time any of its obligations under this Agreement.

(16) REMEDIES

If an Event of Default occurs, then the Division shall, after thirty (30) calendar days written notice to the Sub-Recipient and upon the Sub-Recipient's failure to cure within those thirty (30) days, exercise any one or more of the following remedies, either concurrently or consecutively:

a. Terminate this Agreement, provided that the Sub-Recipient is given at least thirty (30) days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (3) herein;

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

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

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

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

i. Request additional information from the Sub-Recipient to determine the reasons for or the extent of non-compliance or lack of performance,

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

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

iv. Require the Sub-Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible;

f. Exercise any other rights or remedies which may be available under law.

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

(17) TERMINATION

a. The Division may terminate this Agreement for cause after thirty (30) days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Sub-Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under chapter 119, Florida Statutes, as amended.

b. The Division may terminate this Agreement for convenience or when it determines, in its sole discretion that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Sub-Recipient with thirty (30) calendar day's prior written notice.

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

d. In the event that this Agreement is terminated, the Sub-Recipient will not incur new obligations for the terminated portion of the Agreement after the Sub-Recipient has received the notification of termination. The Sub-Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Sub-Recipient shall not be relieved of liability to the Division because of any breach of Agreement by the Sub-Recipient. The

Division may, to the extent authorized by law, withhold payments to the Sub-Recipient for the purpose of set-off until the exact amount of damages due the Division from the Sub-Recipient is determined.

(18) PROCUREMENT

a. The Sub-Recipient shall ensure that any procurement involving funds authorized by the Agreement complies with all applicable federal and state laws and regulations, to include 2 C.F.R. §§200.318 through 200.327 as well as Appendix II to 2 C.F.R. Part 200 (entitled "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards").

b. As required by 2 C.F.R. §200.318(i), the Sub-Recipient shall "maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price."

c. As required by 2 C.F.R. §200.318(b), the Sub-Recipient shall "maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders." In order to demonstrate compliance with this requirement, the Sub-Recipient shall document, in its quarterly report to the Division, the progress of any and all subcontractors performing work under this Agreement.

d. The Sub-Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Division and Sub-Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.

e. As required by 2 C.F.R. §200.318(c)(1), the Sub-Recipient shall "maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts."

f. As required by 2 C.F.R. §200.319(a), the Sub-Recipient shall conduct any procurement under this agreement "in a manner providing full and open competition." Accordingly, the Sub-Recipient shall not:

i. Place unreasonable requirements on firms in order for them to qualify to do business;

ii. Require unnecessary experience or excessive bonding;

iii. Use noncompetitive pricing practices between firms or between affiliated companies;

iv. Execute noncompetitive contracts to consultants that are on retainer contracts;

v. Authorize, condone, or ignore organizational conflicts of interest;

vi. Specify only a brand name product without allowing vendors to offer an equivalent;

vii. Specify a brand name product instead of describing the performance, specifications, or other relevant requirements that pertain to the commodity or service solicited by the procurement;

viii. Engage in any arbitrary action during the procurement process; or,

ix. Allow a vendor to bid on a contract if that bidder was involved with developing or drafting the specifications, requirements, statement of work, invitation to bid, or request for proposals.

g. "Except in those cases where applicable Federal statutes expressly mandate or encourage" otherwise, the Sub-Recipient, as required by 2 C.F.R. §200.319(c), shall not use a geographic preference when procuring commodities or services under this Agreement.

h. The Sub-Recipient shall conduct any procurement involving invitations to bid (i.e. sealed bids) in accordance with 2 C.F.R. §200.320(d) as well as section 287.057(1)(a), Florida Statutes.

i. The Sub-Recipient shall conduct any procurement involving requests for proposals (i.e. competitive proposals) in accordance with 2 C.F.R. §200.320(2) as well as section 287.057(1)(b), Florida Statutes.

j. For each subcontract, the Sub-Recipient shall provide a written statement to the Division as to whether that subcontractor is a minority business enterprise, as defined in section 288.703, Florida Statutes. Additionally, the Sub-Recipient shall comply with the requirements of 2 C.F.R. §200.321 ("Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms").

k. If the Sub-Recipient chooses to subcontract any of the work required under this Agreement, then the Sub-Recipient shall review its competitive solicitation and subsequent contract to be awarded for compliance with the procurement standards in 2 C.F.R. §§200.318 through 200.327 and required contract provisions in Appendix II to 2 C.F.R. Part 200. If the Sub-Recipient publishes a competitive solicitation or executes a contract that is not in compliance with the Federal procurement standards in 2 C.F.R. §§200.318 through 200.327 or the requirements of Appendix II to 2 C.F.R. Part 200, then the Sub-Recipient is on notice that the Division may:

i. Terminate this Agreement in accordance with the provisions outlined in paragraph (17) above; or,

ii. Refuse to reimburse the Sub-Recipient for any costs associated with that solicitation.

l. FEMA has developed helpful resources for subgrant recipients related to compliance with the Federal procurement standards in 2 C.F.R. §§200.318 through 200.327 and required contract

provisions in Appendix II to 2 C.F.R. Part 200. These resources are generally available at https://www.fema.gov/procurement-disaster-assistance-team.

(19) ATTACHMENTS

a. All attachments to this Agreement are incorporated as if set out fully.

b. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

c. This Agreement has the following attachments:

i. Exhibit 1 - Funding Sources
ii. Attachment A – Budget and Scope of Work
iii. Attachment B – Program Statutes and Regulations
iv. Attachment C – Statement of Assurances
v. Attachment D – Request for Advance or Reimbursement
vi. Attachment E – Justification of Advance Payment
vii. Attachment F – Quarterly Report Form
viii. Attachment G – Warranties and Representations
ix. Attachment H – Certification Regarding Debarment
x. Attachment I – Federal Funding Accountability and Transparency Act
xi. Attachment J – Mandatory Contract Provisions
xii. Attachment K – Certification Regarding Lobbying
xiii. Attachment L – Florida Accountability Contract Tracking System
xiv. Attachment M – Foreign Country of Concern Affidavit

(20) PAYMENTS

a. Any advance payment under this Agreement is subject to 2 C.F.R. §200.305 and, as applicable, section 216.181(16), Florida Statutes. All advances are required to be held in an interest-bearing account. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be included in this Agreement as Attachment E. Attachment E will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. No advance shall be accepted for processing if a reimbursement has been paid prior to the submittal of a request for advanced payment. After the initial advance, if any, payment shall be made on a reimbursement basis as needed.

b. Invoices shall be submitted at least quarterly and shall include the supporting documentation for all costs of the project or services. The final invoice shall be submitted within sixty (60) days after the expiration date of the agreement. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division grant manager as part of the Sub-Recipient's quarterly reporting as referenced in Paragraph (12) of this Agreement.

c. If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief Financial Officer or under subparagraph (9)b. of this Agreement, all obligations on the part of the Division to make any further payment of funds shall terminate, and the Sub-Recipient shall submit its closeout report within thirty (30) days of receiving notice from the Division.

(21) REPAYMENTS

a. All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management", and mailed directly to the following address:

Division of Emergency Management
Cashier
2489 Shumard Oak Boulevard
Tallahassee FL 32399-2100

b. In accordance with section 215.34(2), Florida Statutes, if a check or other draft is returned to the Division for collection, Sub-Recipient shall pay the Division a service fee of $15.00 or 5% of the face amount of the returned check or draft, whichever is greater.

(22) MANDATED CONDITIONS

a. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Sub-Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials are incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Division and with thirty (30) days written notice to the Sub-Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Sub-Recipient.

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

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

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

e. Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of $25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

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

i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded or disqualified from covered transactions by a federal department or agency;

ii. Have not, within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

iii. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph (22) f. ii. of this certification; and,

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

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

h. The Division reserves the right to unilaterally cancel this Agreement if the Sub-Recipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of chapter 119, Florida Statutes, which the Sub-Recipient created or received under this Agreement.

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

j. The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Division shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Sub-Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Division.

k. Section 287.05805, Florida Statutes, requires that any state funds provided for the purchase of or improvements to real property are contingent upon the contractor or political subdivision granting to the state a security interest in the property at least to the amount of state funds provided for at least 5 years from the date of purchase or the completion of the improvements or as further required by law.

l. The Division may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), Florida Statutes, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

m. If applicable, pursuant to Section 255.0993, Florida Statutes, the Sub-Recipient shall ensure that any iron or steel product, as defined in Section 255.0993(1)(b), Florida Statutes, that is permanently incorporated in the deliverable(s) resulting from this project, must be produced in the United States.

(23) LOBBYING PROHIBITION

a. 2 C.F.R. §200.450 prohibits reimbursement for costs associated with certain lobbying activities.

b. Section 216.347, Florida Statutes, prohibits "any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency."

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

d. The Sub-Recipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:

i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sub-Recipient, to any person for influencing or attempting to influence an officer or

employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

ii. 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 Sub-Recipient shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities."

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

iv. 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.

(24) COPYRIGHT, PATENT AND TRADEMARK

EXCEPT AS PROVIDED BELOW, ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA; AND, ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE SUB-RECIPIENT TO THE STATE OF FLORIDA.

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

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

c. Within thirty (30) days of execution of this Agreement, the Sub-Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Sub-Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is disclosed. Failure to disclose will indicate that no such property exists. The Division shall then, under Paragraph (24) b., have the right to all patents and copyrights which accrue during performance of the Agreement.

d. If the Sub-Recipient qualifies as a state university under Florida law, then, pursuant to section 1004.23, Florida Statutes, any invention conceived exclusively by the employees of the Sub-Recipient shall become the sole property of the Sub-Recipient. In the case of joint inventions, that is inventions made jointly by one or more employees of both parties hereto, each party shall have an equal, undivided interest in and to such joint inventions. The Division shall retain a perpetual, irrevocable, fully-paid, nonexclusive license, for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products, developed solely by the Sub-Recipient, under this Agreement, for Florida government purposes.

(25) LEGAL AUTHORIZATION

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

(26) EQUAL OPPORTUNITY AND MERIT-BASED SELECTION

a. In accordance with Executive Order 14173, "Ending Illegal Discrimination and Restoring Merit-Based Opportunity," the Subrecipient hereby agrees that all procurement and employment actions funded in whole or in part with federal funds shall be identity-neutral and merit-based.

i. The Subrecipient and its contractors shall not discriminate against any employee, applicant for employment, or bidder because of race, color, religion, sex, sexual orientation, gender identity, or national origin.

ii. The Subrecipient certifies that no contract award or employment decision shall be based on a demographic preference, quota, or "workforce balancing" requirement.

iii. All contract awards must be based solely on technical merit, cost-effectiveness, and the bidder's demonstrated ability to perform the work.

b. The Subrecipient acknowledges that compliance with this Section (26) is **material** to the federal government's decision to provide and reimburse funds. The Subrecipient further agrees that:

i. Failure to adhere to merit-based selection standards while certifying compliance through the submission of reimbursement requests may subject the Subrecipient to civil and/or criminal penalties under the False Claims Act (31 U.S.C. §§ 3729–3733).

ii. The Subrecipient shall include the provisions of this Section (26) in every subcontract or purchase order so that such provisions shall be binding upon each subcontractor or vendor.

iii. In the event of the Subrecipient's noncompliance with the merit-based provisions of this clause, FDEM may cancel, terminate, or suspend this Agreement in whole or in part and refer the matter to the Department of Justice for appropriate legal proceedings.

(27) COPELAND ANTI-KICKBACK ACT

The Sub-Recipient hereby agrees that, unless exempt under Federal law, it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, the following clause:

i. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

ii. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

iii. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

(28) CONTRACT WORK HOURS AND SAFETY STANDARDS

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds $100,000 and involves the employment of mechanics or laborers, then any such contract must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated

at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

(29) CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds $150,000, then any such contract must include the following provision:

> Contractor agrees to comply 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), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

(30) SUSPENSION AND DEBARMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following provisions:

> i. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
>
> ii. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
>
> iii. This certification is a material representation of fact relied upon by the Division. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Division, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
>
> iv. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

(31) BYRD ANTI-LOBBYING AMENDMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following clause:

> Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award 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.

If this subgrant agreement amount is $100,000 or more, the Sub-Recipient, and subcontractors as applicable, shall sign Attachment K – Certification Regarding Lobbying.

(32) CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

a. If the Sub-Recipient, with the funds authorized by this Agreement, seeks to procure goods or services, then, in accordance with 2 C.F.R. §200.321, the Sub-Recipient shall take the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used whenever possible:

i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs i. through v. of this subparagraph.

b. The requirement outlined in subparagraph a. above, sometimes referred to as "socioeconomic contracting," does not impose an obligation to set aside either the solicitation or award of a contract to these types of firms. Rather, the requirement only imposes an obligation to carry out and document the six affirmative steps identified above.

c. The "socioeconomic contracting" requirement outlines the affirmative steps that the Sub-Recipient must take; the requirements do not preclude the Sub-Recipient from undertaking additional steps to involve small and minority businesses and women's business enterprises.

d. The requirement to divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises, does not authorize the Sub-Recipient to break a single project down into smaller components in order to circumvent the micro-purchase or small purchase thresholds so as to utilize streamlined acquisition procedures (e.g. "project splitting").

(33) ASSURANCES

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

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

SUB-RECIPIENT: CITY OF PORT ORANGE

By: _____

Name and Title: _____

Date: _____

FEID#: _____

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____

Name and Title: Kevin Guthrie, Director

Date:_____

EXHIBIT – 1

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

Federal Program
Federal agency: **Federal Emergency Management Agency: Hazard Mitigation Grant**
Catalog of Federal Domestic Assistance title and number: **97.039**
Award amount: **$160,473.60**

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

- 2 C.F.R. Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- The Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. 5121 et seq., and Related Authorities
- Sections 1361(A) of the National Flood Insurance Act of 1968, 42 U.S.C. 4104c, as amended by the National Flood Insurance Reform Act of 1994, Public Law 103-325 and the Bunning-Bereuter-Blumenauer Flood Insurance Reform Act of 2004, Public Law 108-264
- 31 C.F.R. Part 205 Rules and Procedures for Funds Transfers

Federal Program:

1. Sub-Recipient is to use funding to perform the following eligible activities:
   - Elevation of flood prone structures
2. Sub-Recipient is subject to all administrative and financial requirements as set forth in this Agreement, or will be in violation of the terms of the Agreement.

Attachment A

Budget and Scope of Work

STATEMENT OF PURPOSE:

The purpose of this Scope of Work is to improve and elevate flood-prone property in Port Orange, Volusia County, Florida, funded through the Hazard Mitigation Grant Program (HMGP) **DR-4680-029-R**, as approved by the Florida Division of Emergency Management (Division) and the Federal Emergency Management Agency (FEMA).

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

PROJECT OVERVIEW:

As a Hazard Mitigation Grant Program project, the Sub-Recipient proposes mitigation reconstruction of property located at 21 Cypress In The Wood, Port Orange, Florida 32129.

The HMGP proposed project scope of work for mitigation reconstruction of this flood-prone property shall include demolition of the existing structure, installation of a new manufactured home, and elevation of the new dwelling to a minimum of 2 feet above the Base Flood Elevation (BFE + 2'). According to the FIRM, the property is within Zone AE which has a Base Flood Elevation of 27.4 feet NAVD88. The new dwelling shall be elevated on concrete piers to a proposed minimum Design Flood Elevation of 29.4 feet NAVD88 consistent with the Freeboard Value Approach. Equipment and utilities shall also be elevated to the required height. Appropriate means of access shall be constructed including ramps where needed to allow the homeowner to navigate the elevated structure using assisted mobility devices. Debris and hazardous materials shall be properly disposed, the site shall be restored, and the new residence shall be made safe for human habitation with utilities and equipment reconnected. The property bordered by the Atlantic Ocean, the Halifax River, and smaller waterways-continues to be at risk of inundation due to tidal surge and rainfall runoff. A structural assessment of the existing residence concluded that the wood frame, manufactured unit built in 1977 on a concrete pier foundation with a total living area of 1,248 square feet is ineligible for lifting and a danger to occupancy due to past storm damage. The extent of structural damage caused by Hurricane Ian prompted the city to issue a Substantial Damage Determination. The project shall prevent future structural damage and eliminate substantial repair and displacement costs.

Any enclosed space at grade level shall have hydrostatic vents and can only be used for storage or parking. The square footage of the newly constructed and elevated structure shall be no more than ten (10) percent greater than the original square footage. A report of an inspection completed by a qualified professional certifying that the existing building(s) are not structurally sound, and an elevation is not feasible shall be submitted to FDEM (Division) for review and concurrence within 12-months of FEMA Award and prior to any construction activities. The project shall be designed and constructed in compliance with the Florida Building Code, ASCE 24-14 or latest edition, the Federal Flood Risk Management Standards (FFRMS), NFIP standards in 44 CFR, Part 60 and/or local floodplain ordinances or any other applicable local regulations. Upon completion of the mitigation reconstruction work, a final elevation certificate verifying as-built elevations shall be completed for project closeout.

The project shall provide protection against a 100-year flood event. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

Project Locations:

ID#	Name	Address	Coordinates

1)	Groves Manufactured Home	21 Cypress In The Wood, Port Orange, Florida 32129	(29.139029, -81.035562)

TASKS & DELIVERABLES:

A) Tasks:

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

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

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

   The Sub-Recipient shall ensure that no contractors or subcontractors are debarred or suspended from participating in federally funded projects.

   The selected contractor shall have a current and valid occupational license/business tax receipt issued for the type of services being performed.

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

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

   Executed contracts with contractors and/or subcontractors shall be provided to the Division by the Sub-Recipient.

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

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

   The project shall be implemented in accordance with sealed engineering designs and construction plans previously presented to the Division by the Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient shall ensure that all applicable state, local and federal laws and regulations are followed and documented, as appropriate.

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

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

   Construction activities shall be completed by a qualified and licensed Florida contractor. All construction activities shall be monitored by the professional of record. The Sub-Recipient shall

complete the project in accordance with all required permits. All work shall be completed in accordance with applicable codes and standards.

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

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

a) Signed and Sealed As-built project plans (drawings) by the Professional of Record, two hard copies and an electronic version (via email or CD).

b) Letter of Completion (by engineer, floodplain manager or senior level official):

    1. Affirming that the project was completed in conformance with the approved project drawings, specifications and scope; and

    2. Certifying Compliance with all applicable codes/ordinances; and

    3. NFIP regulations, including applicable NFIP Technical bulletins.

c) Certificate of Occupancy certifying that the structure is code compliant.

d) Final Elevation Certificate (FEMA Form FF-206-FY-22-152) ensuring each structure has been elevated to the proper elevation.

e) Verification that final square footage is within 10 percent of original structure square footage at the time of closeout per property.

f) Verification of Flood Insurance per property.

g) Digital Photographs: Front, rear, and side of final elevated structure, per property.

h) Local Building Official Inspection Report, Local Permits, Certificate of Completion, Lead-based Paint Report, and Final Approval, as applicable.

i) Letter from corresponding entities certifying the termination of any utilities. This may include but is not limited to decommissioning of septic systems and potable water wells.

j) Copy of Warranty Deeds.

k) Copy of letters issued by the utility companies involved, confirming that all services have been terminated, as applicable.

l) Letter verifying if human remains or archaeological features or deposits were encountered during project activities and, if so, how they were handled.

m) Copy of floodplain permit and verification of compliance; if no permit was needed, a letter stating "No Permit Required" from the local floodplain administrator obtained prior to project commencement.

n) Proof of compliance with Project Conditions and Requirements contained herein.

3) During the course of this agreement the Sub-Recipient shall submit requests for reimbursement. Adequate and complete source documentation shall be submitted to support all costs (federal share and local share) related to the project. In some cases, all project activities may not be fully complete prior to requesting reimbursement of costs incurred in completion of this scope of work; however, a partial reimbursement may be requested.

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

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

Construction Expense: The Sub-Recipient shall pre-audit bills, invoices, and/or charges submitted by the contractors and subcontractors and pay the contractors and subcontractors for approved bills, invoices, and/or charges. Sub-Recipient shall ensure that all contractor/subcontractor bills, invoices, and/or charges are legitimate and clearly identify the activities being performed and associated costs.

Sub-Recipient Management Costs (SRMC) expenditure must adhere to FEMA Policy #104-11-1 HMGP Management Costs (Interim) signed November 14, 2018. FEMA defines management costs as any: Indirect costs, Direct administrative costs, and other administrative expenses associated with a specific project. Administrative costs are expenses incurred by a Sub-Recipient in managing and administering the federal award to ensure that federal, state requirements are met including: solicitation, development, review, and processing of sub-applications; delivery of technical assistance; quarterly progress and fiscal reporting; project monitoring; technical monitoring; compliance activities associated with federal procurement requirements; documentation of quality of work verification for quarterly reports and closeout; payment of claims; closeout review and liquidation; and records retention.

Any activities that are directly related to a project are not eligible under management costs. For example, architectural, engineering, and design services are project costs and cannot be included under management costs. Similarly, construction management activities that manage, coordinate, and supervise the construction process from project scoping to project completion are project costs. These activities cannot be included under management costs.

Due to Strategic Funds Management (SFM), SRMC Interim Policy requires management costs to be obligated in increments sufficient to cover Sub-Recipient needs, for no more than one year, unless contractual agreements require additional funding. FEMA has established a threshold where annual increments will be applied to larger awards allowing smaller awards to be fully obligated. Obligations will be handled by the size of the total subaward.

The Sub-Recipient shall pre-audit all SRMC source documentation – personnel, fringe benefits, travel, equipment, supplies, contractual, and indirect costs. A brief narrative is required to identify what the funds will be used for. Documentation shall be detailed and clearly describe each approved task performed, hours devoted to each task, and the hourly rate charged including enough information to calculate the hourly rates based on payroll records. Employee benefits and tasks shall be clearly shown on the Personnel Activity Form, and all Personnel or Contractual SRMC shall be invoiced separately from all other project costs.

Project Management Expenses (only applies to disasters prior to August 1, 2017, all others adhere to FEMA Policy #104-11-1 for SRMC): The Sub-Recipient shall pre-audit source documentation such as payroll records, project time sheets, attendance logs, etc. Documentation shall be detailed information describing tasks performed, hours devoted to each task, and the hourly rate charged for each hour including enough information to calculate the hourly rates based on payroll records. Employee benefits shall be clearly shown.

The Division shall review all submitted requests for reimbursement for basic accuracy of information. Further, the Division shall ensure that no unauthorized work was completed prior to the approved project start date by verifying vendor and contractor invoices. The Division shall verify that reported

costs were incurred in the performance of eligible work, that the approved work was completed, and that the mitigation measures are in compliance with the approved scope of work prior to processing any requests for reimbursement.

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

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

a) Contractor, subcontractor, and/or vendor invoices which clearly display dates of services performed, description of services performed, location of services performed, cost of services performed, name of service provider and any other pertinent information;

b) Proof of payment from the Sub-Recipient to the contractor, subcontractor, and/or vendor for invoiced services;

c) Clear identification of amount of costs being requested for reimbursement as well as costs being applied against the local match amount.

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

B) Deliverables:

Mitigation Activities consist of Mitigation Reconstruction to improve and elevate flood-prone property in Port Orange, Florida to include the construction of a new hazard resistant and code-compliant structure, which will provide protection from continuous flood damage.

Any enclosed space at grade level shall have hydrostatic vents and can only be used for storage or parking. The square footage of the newly constructed and elevated structure shall be no more than ten (10) percent greater than the original square footage. A report of an inspection completed by a qualified professional certifying that the existing building(s) are not structurally sound, and an elevation is not feasible shall be submitted to FDEM (Division) for review and concurrence within 12-months of FEMA Award and prior to any construction activities. The project shall be designed and constructed in compliance with the Florida Building Code, ASCE 24-14 or latest edition, the Federal Flood Risk Management Standards (FFRMS), NFIP standards in 44 CFR, Part 60 and/or local floodplain ordinances or any other applicable local regulations. Upon completion of the mitigation reconstruction work, a final elevation certificate verifying as-built elevations shall be completed for project closeout.

The project shall provide protection against a 100-year flood event. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

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

PROJECT CONDITIONS AND REQUIREMENTS:

C) Engineering:

1) The Sub-Recipient shall submit to the Division an official letter stating that the project is 100% complete and ready for the Division's Final Inspection of the project.

2) The Sub-Recipient shall submit a signed and sealed final copy of the completed project's As-built drawings and all necessary supporting documentation and provide a summary of all contract scope of work changes, if any.

3) The Sub-Recipient shall provide a copy of the Notice of Commencement, and any local official Inspection Report and/or Final Approval, as applicable.

4) The Sub-Recipient shall submit a certified letter of completion from Engineer of Record. The Sub-Recipient's Engineer of Record shall provide a formal certificate or letter affirming that the project has been completed in conformance with the approved project drawings, specifications, scope, and applicable codes.

D) Environmental:

1) Sub-Recipient shall follow all applicable state, local and federal laws, regulations and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding.

2) Any change, addition or supplement to the approved Scope of Work that alters the project (including other work not funded by FEMA, but done substantially at the same time), regardless of the budget implications, shall require re-submission to the Division and FEMA for National Environmental Policy Act (NEPA) and National Historic Preservation Act (NHPA) re-evaluation before starting project work.

3) The Sub-Recipient shall monitor ground disturbing activities during construction, and if any potential archeological resources are discovered, shall immediately cease construction in that area and notify the Division and FEMA.

   If human remains or intact archaeological features or deposits (e.g., arrowheads, pottery, glass, metal, etc.) are uncovered, work in the vicinity of the discovery shall stop immediately and all reasonable measures to avoid or minimize harm to the finds shall be taken. The Sub-Recipient shall ensure that archaeological discoveries are secured in place, that access to the sensitive area is restricted, and that all reasonable measures are taken to avoid further disturbance of the discoveries.

   The Sub-Recipient's contractor shall provide immediate notice of such discoveries to the Sub-Recipient. The Sub-Recipient shall notify the Florida Division of Historic Resources and FEMA within 24 hours of the discovery. Work in the vicinity of the discovery may not resume until FEMA has completed consultation with SHPO, Tribes, and other consulting parties as necessary.

   In the event that unmarked human remains are encountered during permitted activities, all work shall stop immediately, and the proper authorities notified in accordance with ***Florida Statutes, Section 872.05***.

4) The Sub-Recipient must obtain floodplain permit from the local floodplain administrator before work begins. Failure to comply with these conditions may jeopardize FEMA funding; verification of compliance shall be required at project closeout.

5) Construction vehicles and equipment used for this project shall be maintained in good working order to minimize pollutant emissions.

E) Programmatic:

1) A change in the scope of work *must* be approved by the Division and FEMA in advance regardless of the budget implications.

2) The Sub-Recipient must notify the Division as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower costs or earlier completion.

3) The Sub-Recipient must “obtain prior written approval for any budget revision which would result in a need for additional funds” [44 CFR 13(c)], from the Division and FEMA.

4) Project is approved with the condition that the enclosed list of deliverables shall be submitted, 30 days prior to the Period of Performance date, for review and approval by the Division, for submittal to FEMA for closeout.

5) Any extension of the Period of Performance shall be submitted to FEMA 60 days prior to the expiration date. Therefore, any request for a Period of Performance Extension shall be in writing and submitted, along with substantiation of the new expiration date and a new schedule of work, to the Division a minimum of seventy (70) days prior to the expiration date, for Division processing to FEMA.

6) The Sub-Recipient must avoid duplication of benefits between the HMGP and any other form of assistance, as required by Section 312 of the Stafford Act, and further clarification in 44 CFR 206.191.

7) A copy of the Sub-Recipient-contractor/consultant executed contract agreements must be forwarded to the Division within 10 days of execution. Verification of the compliance with the Federal Procurement Standards and method of procurement documentation.

8) Verify that a Duplication of Benefits review was completed to ensure property owners did not receive federal assistance for the same purpose from another source (such as Increased Cost of Compliance or Individual Assistance) for project closeout.

9) Verification that any program income has been deducted from the total project costs as specified in Title 2 of the Code of Federal Regulations Section 200.307.

10) Documentation ensuring submitted expenses were eligible and all costs were incurred during the Period of Performance (POP) per each property.

11) Signed and Sealed As-built project plans (drawings), per property, by the Professional of Record for project closeout.

12) Letter of Completion (by engineer, floodplain manager or senior level official), for project closeout.

    a) Affirming that the project was completed in conformance with the approved project drawings, specifications and scope; and

    b) Certifying Compliance with all applicable codes/ordinances, and

    c) NFIP regulations, including applicable NFIP Technical bulletins, and

13) Certificate of Occupancy certifying that each structure is code compliant for project closeout.

14) Final Elevation Certificate (FEMA Form FF-206-FY-22-152) for each structure, ensuring each property has been elevated to the required elevation for project closeout.

15) Documentation of Flood Insurance for each structure for project closeout.

16) Signed “Acknowledgement of Conditions for Mitigation of Property in a Special Flood Hazard Area (SFHA) with FEMA Grant Funds” form for each structure located in the SFHA for project closeout.

17) Documentation for Verification that final square footage is within 10 percent of original structure square footage at the time of closeout.

18) An officially recorded copy of the property deed amendment that includes notice of flood insurance requirements for each property for project closeout.

19) Digital Photographs: Front, rear, and both sides of final elevated for each structure for project closeout.

20) Include a statement in the closeout request letter, which states what action was taken to address each environmental condition/requirement or explain why an action was not required with the prior approval that was requested and received from FDEM and FEMA.

21) Submit required permits, notices, correspondence, or other relevant documentation outlined in the environmental project conditions for project closeout.

22) Submittal of a Signed Final Progress Report, utilizing the Quarterly Report (QR) Milestones-Activities Workbook.

23) The Sub-Recipient must ensure that persons responsible for the management of this grant, including the designated Point of Contact (POC), staff, and consultants, attend the Division's Sub-Recipient Responsibility Review training at least once every thirty-six (36) months. Any change in the Sub-Recipient's Point of Contact (POC), or in any other person responsible for the management of this grant, shall require the newly designated individual to also fulfill this training requirement by attending the Division's Sub-Recipient Responsibility Review training at least once every thirty-six (36) months, or by having completed it within the last thirty-six (36) months.

24) Special Conditions required for the implementation of project:

    a) **EO 11988 CONDITION:** The Sub-Recipient must obtain floodplain permit from the local floodplain administrator before work begins. Failure to comply with these conditions may jeopardize FEMA funding; verification of compliance shall be required at project closeout. **Source of condition:** Executive Order 11988 – Floodplains, **Monitoring Required: No**

    b) **NHPA CONDITION:** If human remains or intact archaeological features or deposits (e.g., arrowheads, pottery, glass, metal, etc.) are uncovered, work in the vicinity of the discovery will stop immediately and all reasonable measures to avoid or minimize harm to the finds will be taken. The Sub-Recipient will ensure that archaeological discoveries are secured in place, that access to the sensitive area is restricted, and that all reasonable measures are taken to avoid further disturbance of the discoveries. The Sub-Recipient's contractor will provide immediate notice of such discoveries to the Sub-Recipient. The Sub-Recipient shall contact the Florida Division of Historic Resources and FEMA within 24 hours of the discovery. Work in the vicinity of the discovery may not resume until FEMA has completed consultation with SHPO, Tribes, and other consulting parties as necessary. In the event that unmarked human remains are encountered during permitted activities; all work shall stop immediately, and the proper authorities notified in accordance with Florida Statutes, Section 872.05. **Source of condition:** National Historic Preservation Act (NHPA) **Monitoring Required: No**

25) Sub-Recipient Management Costs (SRMC), implemented under the Disaster Relief and Recovery Act of 2018 (DRRA), amended Section 324 of the Stafford Act, and the Hazard Mitigation Grant Program Management Costs (Interim) FEMA Policy 104-11-1, provides 100% federal funding under HMGP to Sub-Recipients to efficiently manage the grant and complete activities in a timely manner.

    a) SRMC must conform to 2 CFR Part 200, Subpart E, applicable program regulations, and Hazard Mitigation Assistance (HMA) Guidance (2015), ensuring costs are reasonable, allowable, allocable and necessary to the overall project.

    b) Funding is for approved indirect costs, direct administrative costs, and administrative expenses associated with this specific project and shall have adequate documentation.

    c) SRMC cannot exceed 5% of the total project costs awarded.

    d) SRMC is 100% federally funded and will be reimbursed based on actual costs incurred for each individual Request for Reimbursement (RFR) submitted with the required documentation.

    e) SRMC shall be reconciled against actual costs on a quarterly basis and annual basis.

    f) If the Final Project Reconciliation results in a reduction of total project costs, any resulting SRMC overpayment shall be reimbursed back to the State for return to FEMA prior to FEMA Closeout.

26) Eligible mitigation reconstruction costs are limited to $220,000.00 Federal share per property. Any construction activities over and above $220,000.00 are non-federal share. This needs to be taken into consideration when a construction cost increase is being considered.

This is FEMA project number **4680-029-R.** It is funded under HMGP, FEMA-4680-DR-FL and must adhere to all program guidelines established for the HMGP in accordance with the PAS Operational Agreement for Disaster 4680.

FEMA awarded this project on March 9, 2026; and the Period of Performance for this project shall end on **January 31, 2028**.

F) FINANCIAL CONSEQUENCES:

If the Sub-Recipient fails to comply with any term of the award, the Division shall take one or more of the following actions, as appropriate in the circumstances. Some eligible activities, such as administrative allowances and permitting fees, need not be included in the $220,000.00 maximum Federal share.

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

SCHEDULE OF WORK

State Contracting:	2	Months
Construction Plan/Technical Specifications:	2	Months
Bidding / Local Procurement:	2	Months
Permitting:	2	Months
Construction / Installation:	10	Months
Local Inspections / Compliance:	2	Months
State Final Inspection / Compliance:	1	Months
Closeout Compliance:	1	Months
Total Period of Performance:	**22**	**Months**

BUDGET

Line-Item Budget*

Eligible mitigation reconstruction costs are limited to $220,000.00 Federal share per property address.

ID#1 21 Cypress In The Wood	Project Cost	Federal Cost	Non-Federal Cost
Construction Materials:	$166,704.00	$125,028.00	$41,676.00
Construction Labor:	$773.00	$579.75	$193.25
Fees (Not subject to CAP):	$33,115.00	$24,836.25	$8,278.75
Initial Amount:	**$200,592.00**	**$150,444.00**	**$50,148.00**
***Contingency Funds:	$0.00	$0.00	$0.00
Property Project Total:	**$200,592.00**	**$150,444.00**	**$50,148.00**

Budget Summary	Project Cost	Federal Cost	Non-Federal Cost
Materials:	$166,704.00	$125,028.00	$41,676.00
Labor:	$773.00	$579.75	$193.25
Fees (Not subject to CAP):	$33,115.00	$24,836.25	$8,278.75
Initial Agreement Amount:	**$200,592.00**	**$150,444.00**	**$50,148.00**
***Contingency Funds:	$0.00	$0.00	$0.00
Property Project Total:	**$200,592.00**	**$150,444.00**	**$50,148.00**
******SRMC**			
SRMC:	$0.00	$0.00	
SRMC-Pre-Award:	$10,029.60	$10,029.60	
SRMC Total:	**$10,029.60**	**$10,029.60**	

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

NOTE: FEMA will only pay $220,000.00 in construction costs. The Homeowner is responsible for construction costs in excess of $220,000.00. As a result, the line items in the construction budgets above will not calculate to the exact percentage indicated. Also, Total Project Costs will, in turn, not equal the percentage indicated.

****** This project has an estimated $0.00 in contingency funds.*** *Per FEMA Hazard Mitigation Assistance Guidance Part VI, D.3.4 – Contingency funds are not automatically available for use. Prior to their release, contingency funds must be re-budgeted to another direct cost category and identified. Post-award changes to the budget require prior written approval from the Division (FDEM). The written request should demonstrate what unforeseen conditions related to the project arose that required the use of contingency funds.*

Project Management costs are included for this project in the amount of $0.00.

******* Sub-Recipient Management Costs (SRMC) are included for this project in the amount of $10,029.60 in Federal funding.*** *Per the Hazard Mitigation Grant Program Interim FEMA Policy 104-11-1, SRMC provides HMGP funding to Sub-Recipients to efficiently manage the grant and complete activities in a timely manner. SRMC must conform to 2 CFR Part 200, Subpart E, ensuring costs are reasonable, allowable, allocable and necessary to the overall project.*

SRMC cannot exceed 5% of the approved total project costs awarded and shall be reimbursed at 5% for each Request for Reimbursement (RFR) submitted with the required documentation.

If the Final Project Reconciliation results in a reduction of total project costs, any resulting SRMC overpayment shall be reimbursed back to the State for return to FEMA prior to FEMA Closeout.

*This project has a **SRMC Pre-Award,** approved by FEMA in the amount of **$10,029.60,** with a start date of **October 3, 2023**.*

Funding Summary Totals

Federal Share:	$150,444.00	(75.00%)
Non-Federal Share:	$50,148.00	(25.00%)
Total Project Cost:	**$200,592.00**	**(100.00%)**
SRMC (100% Federal)	$10,029.60	

Attachment B

Program Statutes and Regulations

The parties to this Agreement and the Hazard Mitigation Grant Program (HMGP) are generally governed by the following statutes and regulations:

(1) The Robert T. Stafford Disaster Relief and Emergency Assistance Act;

(2) 44 C.F.R. 7, 9, 18, 25, and 206. Reference (Title 44, up to date as of August 18, 2023, and last amended January 9, 2023.), and any other applicable FEMA policy memoranda and guidance documents;

(3) State of Florida Administrative Plan for the Hazard Mitigation Grant Program;

(4) The applicable Hazard Mitigation Assistance Program and Policy Guide (HMA Guide);

(5) All applicable laws and regulations delineated in Attachment C of this Agreement.

In addition to the above statutes and regulations, the Sub-recipient must comply with the following:

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

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

The Sub-recipient will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the completed work conforms with the approved plans and specifications and will furnish progress reports and such other information to HMGP as may be required.

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

(1) The property will be dedicated and maintained in perpetuity for a use that is compatible with open space, recreational, or wetlands management practices;

(2) No new structure will be erected on property other than:
   a. a public facility that is open on all sides and functionally related to a designed open space;
   b. a restroom; or

(3) A structure that the Director of the Federal Emergency Management Agency approves in writing before the commencement of the construction of the structure;

(4) After the date of the acquisition or relocation no application for disaster assistance for any purpose will be made to any Federal entity and no disaster assistance will be provided for the property by any Federal source; and

(5) If any of these covenants and restrictions is violated by the owner or by some third party with the knowledge of the owner, fee simple title to the Property described herein shall be conveyed to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida without further notice to the owner, its successors and assigns, and the owner, its successors and assigns shall forfeit all right, title and interest in and to the property.

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

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

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

(1) For Construction projects, the grantee must “obtain prior written approval for any budget revision which result in a need for additional funds” (2 C.F.R. § 200.308);

(2) A change in the Scope of Work must be approved by FEMA in advance regardless of the budget implications; and

(3) The Sub-recipient must notify the State as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower cost or earlier completion. Any extensions of the period of performance must be submitted to FEMA ninety (90) calendar days prior to the project expiration date. Reference the applicable Hazard Mitigation Assistance Program and Policy Guide (HMA Guide) Award Extensions guidance.

The Sub-recipient assures that it will comply with the following statutes and regulations to the extent applicable:

(1) 53 Federal Register 8034
(2) Federal Acquisition Regulations 31.2
(3) Section 1352, Title 31, US Code
(4) Chapter 473, Florida Statutes
(5) Chapter 215, Florida Statutes
(6) Section 768.28, Florida Statutes
(7) Chapter 119, Florida Statutes

(8) Section 216.181(6), Florida Statutes
(9) Cash Management Improvement Act of 1990
(10) American with Disabilities Act
(11) Section 112.061, Florida Statutes
(12) Immigration and Nationality Act
(13) Section 286.011, Florida Statutes
(14) 2 C.F.R. Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
(15) Uniform Relocation Assistance and Real Property Acquisitions Act of 1970
(16) Title I of the Omnibus Crime Control and Safe Streets Act of 1968
(17) Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act
(18) Omnibus Crime Control and Safe Streets Act of 1968, as amended
(19) Victims of Crime Act (as appropriate)
(20) Section 504 of the Rehabilitation Act of 1973, as amended
(21) Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990)
(22) Department of Justice regulations on disability discrimination, 28 C.F.R., Part 35 and Part 39
(23) 42 U.S.C. 5154a

Attachment C

Statement of Assurances

To the extent the following provisions apply to this Agreement, the Sub-recipient certifies that:

(a) It possesses legal authority to enter into this Agreement and to carry out the proposed program;

(b) Its governing body has duly adopted or passed as an official act of resolution, motion or similar action authorizing the execution of the hazard mitigation agreement with the Division of Emergency Management (DEM), including all understandings and assurances contained in it, and directing and authorizing the Sub-recipient's chief administrative officer or designee to act in connection with the application and to provide such additional information as may be required;

(c) No member of or delegate to the Congress of the United States, and no Resident Commissioner, shall receive any share or part of this Agreement or any benefit. No member, officer, or employee of the Sub-recipient or its designees or agents, no member of the governing body of the locality in which this program is situated, and no other public official of the locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year after, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds, for work be performed in connection with the program assisted under this Agreement. The Sub-recipient shall incorporate, in all contracts or subcontracts a provision prohibiting any interest pursuant to the purpose stated above;

(d) All Sub-recipient contracts for which the State Legislature is in any part a funding source, shall contain language to provide for termination with reasonable costs to be paid by the Sub-recipient for eligible contract work completed prior to the date the notice of suspension of funding was received by the Sub-recipient. Any cost incurred after a notice of suspension or termination is received by the Sub-recipient may not be funded with funds provided under this Agreement unless previously approved in writing by the Division. All Sub-recipient contracts shall contain provisions for termination for cause or convenience and shall provide for the method of payment in such event;

(e) It will comply with:

(1) Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. 327 et seq., requiring that mechanics and laborers (including watchmen and guards) employed on federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty hours in a work week; and

(2) Federal Fair Labor Standards Act, 29 U.S.C. Section 201 et seq., requiring that covered employees be paid at least minimum prescribed wage, and also that they be paid one and one-half times their basic wage rates for all hours worked in excess of the prescribed work-week.

(f) It will comply with

(1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), and the regulations issued pursuant thereto, which provides that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Sub-recipient received Federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Sub-

recipient, this assurance shall obligate the Sub-recipient, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits;

(2) Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age or with respect to otherwise qualifies handicapped individuals as provided in Section 504 of the Rehabilitation Act of 1973;

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

(h) It will comply with the Anti-Kickback Act of 1986, 41 U.S.C. Chapter 87 which outlaws and prescribes penalties for “kickbacks” of wages in federally financed or assisted construction activities;

(i) It will comply with the provisions of 5 U.S.C. 7323 (further known as the Hatch Act) which limits the political activities of employees;

(j) It will comply with the flood insurance purchase and other requirements of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 50, including requirements regarding the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area having special flood hazards. The phrase “Federal financial assistance” includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance;

For sites located within Special Flood Hazard Areas (SFHA), the Sub-recipient must include a FEMA Model Acknowledgement of Conditions of Mitigation of Property in a Special Flood Hazard Area with FEMA Grant Funds executed by the title holder with the closeout request verifying that certain SFHA requirements were satisfied on each of the properties. The Model Acknowledgement can be found at www.fema.gov/governmenta/grant/sfha_conditions.shtm

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

(l) It will, in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (54 U.S.C.), Executive Order 11593, 36 C.F.R., Part 800, and the Preservation of Archaeological and Historical Data Act of 1966 (54 U.S.C. 3125) by:

(1) Consulting with the State Historic Preservation Office to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 C.F.R., Section 800.8) by the proposed activity; and

(2) Complying with all requirements established by the State to avoid or mitigate adverse effects upon such properties.

(3) Abiding by the terms and conditions of the **"Programmatic Agreement Among the Federal Emergency Management Agency, the Florida State Historic Preservation Office, the Florida Division of Emergency Management and the Advisory Council on Historic Preservation, (PA)"** which addresses roles and responsibilities of Federal and State entities in implementing Section 106 of the National Historic Preservation Act (NHPA), 54 U.S.C., and implementing regulations in 36 C.F.R., Part 800.

(4) When any of the Sub-recipient's projects funded under this Agreement may affect a historic property, as defined in 36 C.F.R., Part 800.16 (I)(1), the Federal Emergency Management Agency (FEMA) may require the Sub-recipient to review the eligible scope of work in consultation with the State Historic Preservation Office (SHPO) and suggest methods of repair or construction that will conform with the recommended approaches set out in the **Secretary of Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings 1992 (Standards),** the **Secretary of the Interior's Guidelines for Archeological Documentation (Guidelines)** (48 Federal Register 44734-37), or any other applicable Secretary of Interior standards. If FEMA determines that the eligible scope of work will not conform with the **Standards**, the Sub-recipient agrees to participate in consultations to develop, and after execution by all parties, to abide by, a written agreement that establishes mitigation and recondition measures, including but not limited to, impacts to archeological sites, and the salvage, storage, and reuse of any significant architectural features that may otherwise be demolished.

(5) The Sub-recipient agrees to notify FEMA and the Division if any project funded under this Agreement will involve ground disturbing activities, including, but not limited to: subsurface disturbance; removal of trees; excavation of footings and foundations, and installation of utilities (such as water, sewer, storm drains, electrical, gas, leach lines and septic tanks) except where these activities are restricted solely to areas previously disturbed by the installation, replacement or maintenance of such utilities. FEMA will request the SHPO's opinion on the potential that archeological properties may be present and be affected by such activities. The SHPO will advise the Sub-recipient on any feasible steps to be accomplished to avoid any National Register eligible archeological property or will make recommendations for the development of a treatment plan for the recovery or archeological data from the property.

If the Sub-recipient is unable to avoid the archeological property, develop, in consultation with SHPO, a treatment plan consistent with the **Guidelines** and take into account the Advisory Council on Historic Preservation (Council) publication "Treatment of Archeological Properties". The Sub-recipient shall forward information regarding the treatment plan to FEMA, the SHPO and the Council for review. If the SHPO and the Council do not object within fifteen (15) calendar days of receipt of the treatment plan, FEMA may direct the Sub-recipient to implement the treatment plan. If either the Council or the SHPO object, Sub-recipient shall not proceed with the project until the objection is resolved.

(6) The Sub-recipient shall notify the Division and FEMA as soon as practicable: (a) of any changes in the approved scope of work for a National Register eligible or listed property; (b) of all changes to a project that may result in a supplemental DSR or modify a HMGP project for a National Register eligible or listed property; (c) if it appears that a project funded under this Agreement will affect a previously unidentified property that may be eligible for inclusion in the National Register or affect a known historic property in an unanticipated manner. The Sub-recipient acknowledges that FEMA may require the Sub-recipient to stop construction in the vicinity of the discovery of a previously unidentified property that may eligible for inclusion in the National Register or upon learning that construction may affect a known historic property in an unanticipated manner. The Sub-recipient further acknowledges that FEMA may require the Sub-recipient to take all reasonable measures to avoid or minimize harm to such property until FEMA concludes

consultation with the SHPO. The Sub-recipient also acknowledges that FEMA will require, and the Sub-recipient shall comply with, modifications to the project scope of work necessary to implement recommendations to address the project and the property.

(7) The Sub-recipient acknowledges that, unless FEMA specifically stipulates otherwise, it shall not receive funding for projects when, with intent to avoid the requirements of the PA or the NHPA, the Sub-recipient intentionally and significantly adversely affects a historic property, or having the legal power to prevent it, allowed such significant adverse effect to occur.

(m) It will comply with applicable provisions of the following laws and policies prohibiting discrimination:

(1) Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination based on race, color, or national origin (including limited English proficiency).

(2) Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination based on disability.

(3) Title IX of the Education Amendments Act of 1972, as amended, which prohibits discrimination based on sex in education programs or activities.

(4) Age Discrimination Act of 1975, which prohibits discrimination based on age.

(5) U.S. Department of Homeland Security regulation 6 C.F.R. Part 19, which prohibits discrimination based on religion in social service programs.

(n) It will comply with Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;

(o) It will comply with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, (42 U.S.C. 4541-45-94) relating to nondiscrimination on the basis of alcohol abuse or alcoholism;

(p) It will comply with 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;

(q) It will comply with Lead-Based Paint Poison Prevention Act (42 U.S.C. 4821 et seq.) which prohibits the use of lead based paint in construction of rehabilitation or residential structures;

(r) It will comply with the Energy Policy and Conservation Act (P.L. 94-163; 42 U.S.C. 6201-6422), and the provisions of the State Energy Conservation Plan adopted pursuant thereto;

(s) It will comply with the Laboratory Animal Welfare Act of 1966, (7 U.S.C. 2131-2159), pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by an award of assistance under this Agreement;

(t) It will comply with Title VIII of the Civil Rights Act of 1968, (42 U.S.C 2000c and 42 U.S.C. 3601-3619), as amended, relating to non-discrimination in the sale, rental, or financing of housing, and Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color or national origin;

(u) It will comply with the Clean Air Act of 1955, as amended, 42 U.S.C. 7401-7675;

(v) It will comply with the Clean Water Act of 1977, as amended, 33 U.S.C. 1251-1388

(w) It will comply with the endangered Species Act of 1973, 16 U.S.C. 1531-1544;

(x) It will comply with the Intergovernmental Personnel Act of 1970, 42 U.S.C. 4701-4772;

(y) It will assist the awarding agency in assuring compliance with the National Historic Preservation Act of 1966, as amended, 54 U.S.C.;

(z) It will comply with environmental standards which may be prescribed pursuant to the National Environmental Policy Act of 1969, 42 U.S.C. 4321-4347;

(aa) It will assist the awarding agency in assuring compliance with the Preservation of Archeological and Historical Preservation Act of 1966, 16 U.S.C. 54 U.S.C. 3125

(bb) It will comply with the Rehabilitation Act of 1973, Section 504, 29 U.S.C. 794, regarding non-discrimination;

(cc) It will comply with the environmental standards which may be prescribed pursuant to the Safe Drinking Water Act of 1974, 42 U.S.C. 300f-300j-27, regarding the protection of underground water sources;

(dd) It will comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Property Acquisition Policies Act of 1970, 42 U.S.C. 4621-4638, which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs;

(ee) It will comply with the Wild and Scenic Rivers Act of 1968, 16 U.S.C. 1271-1287, related to protecting components or potential components of the national wild and scenic rivers system;

(ff) It will comply with the following Executive Orders: EO 11514 (NEPA); EO 11738 (violating facilities); EO 11988 (Floodplain Management); and EO 11990 (Wetlands).

(gg) It will comply with the Coastal Barrier Resources Act of 1977, 16 U.S.C. 3501-3510;

(hh) It will assure project consistency with the approved State program developed under the Coastal Zone Management Act of 1972, 16 U.S.C. 1451-14674; and

(ii) It will comply with the Fish and Wildlife Coordination Act of 1958, 16 U.S.C. 661-668.

(jj) With respect to demolition activities, it will:

(1) Create and make available documentation sufficient to demonstrate that the Sub-recipient and its demolition contractor have sufficient manpower and equipment to comply with the obligations as outlined in this Agreement.

(2) Return the property to its natural state as though no improvements had ever been contained thereon.

(3) Furnish documentation of all qualified personnel, licenses and all equipment necessary to inspect buildings located in the Sub-recipient's jurisdiction to detect the presence of asbestos and lead in accordance with requirements of the U.S. Environmental Protection Agency, the Florida Department of Environmental Protection and the County Health Department.

(4) Provide documentation of the inspection results for each structure to indicate:
   a. Safety Hazard Present
   b. Health Hazards Present

c. Hazardous Materials Present

(5) Provide supervision over contractors or employees employed by the Sub-recipient to remove asbestos and lead from demolished or otherwise applicable structures.

(6) Leave the demolished site clean, level and free of debris.

(7) Notify the Division promptly of any unusual existing condition which hampers the contractor's work.

(8) Obtain all required permits.

(9) Provide addresses and marked maps for each site where water wells and septic tanks are to be closed along with the number of wells and septic tanks located on each site. Provide documentation of closures.

(10) Comply with mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

(11) Comply with all applicable standards, orders, or requirements issued under Section 112 and 306 of the Clean Air Act (42 U.S.C. 1857), Section 508 of the Clean Water Act (33 U.S.C. 1251-1388), Executive Order 11738, and the U.S. Environmental Protection Agency regulations (40 C.F.R., Part 15 and 61). This clause shall be added to any subcontracts.

(12) Provide documentation of public notices for demolition activities.

Attachment D

REQUEST FOR ADVANCE OR REIMBURSEMENT OF HAZARD MITIGATION ASSISTANCE PROGRAM FUNDS

SUB-RECIPIENT: City of Port Orange

REMIT ADDRESS: 1000 City Center Circle

CITY: Port Orange STATE: Florida ZIP CODE: 32129

PROJECT TYPE: Mitigation Reconstruction PROJECT #: 4680-029-R

PROGRAM: Hazard Mitigation Grant Program CONTRACT #: H1301

BUDGET: _____ FEDERAL SHARE: _____ LOCAL: _____

ADVANCED RECEIVED: _____ N/A _____ AMOUNT: _____ SETTLED? _____

Invoice Period: _____ through _____ Payment No: _____

Total of Previous Payments to Date: _____ (Federal)
Total of Previous SRMC to Date: (SRMC Federal)
Total Federal to Date: _____ (Total Federal Paid)

Eligible Amount 100% (Current Request)	Obligated Federal Amount 75%	Obligated Local Non-Federal 25%	**Division Use Only**	
			Approved	Comments

TOTAL CURRENT REQUEST: $ _____

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812.

SUB-RECIPIENT SIGNATURE: _____

NAME: _____ TITLE: _____ DATE: _____

TO BE COMPLETED BY THE DIVISION

APPROVED PROJECT TOTAL $ _____

APPROVED SRMC TOTAL: $ _____

APPROVED FOR PAYMENT $ _____

_____
DIVISION DIRECTOR

_____
DATE

Attachment D (cont.)
SUMMARY OF DOCUMENTATION IN SUPPORT OF AMOUNT CLAIMED FOR ELIGIBLE DISASTER WORK UNDER THE HAZARD MITIGATION ASSISTANCE PROGRAM

SUB-RECIPIENT: City of Port Orange PAYMENT #:

PROJECT TYPE: Mitigation Reconstruction PROJECT #: 4680-029-R

PROGRAM: Hazard Mitigation Grant Program CONTRACT #: H1301

	REF NO[2]	DATE[3]	DOCUMENTATION [4]	*(Check) AMOUNT*	ELIGIBLE COSTS (100%)
1					
2					
3					
4					
5					
6					
7					
8					
This payment represents % completion of the project.				***TOTAL***	

[2] Recipient's internal reference number (e.g., Invoice, Receipt, Warrant, Voucher, Claim Check, or Schedule #)
[3] Date of delivery of articles, completion of work or performance services. (per document)
[4] List Documentation (Recipient's payroll, material out of recipient's stock, recipient owned equipment and name of vendor or contractor) by category (Materials, Labor, Fees) and line item in the approved project line item budget. Provide a brief description of the articles or services. List service dates per each invoice.

Attachment E
JUSTIFICATION OF ADVANCE PAYMENT

SUB-RECIPIENT: CITY OF PORT ORANGE

If you are requesting an advance, indicate same by checking the box below.

[ ] **ADVANCE REQUESTED**

Advance payment of $ _____ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay staff, award benefits to clients, duplicate forms and purchase start-up supplies and equipment. We would not be able to operate the program without this advance.

If you are requesting an advance, complete the following chart and line item justification below. PLEASE NOTE: Calculate your estimated expenses at 100% of your expected needs for ninety (90) days. Submit Attachment D with the cost share breakdown along with Attachment E and all supporting documentation.

ESTIMATED EXPENSES

BUDGET CATEGORY/LINE ITEMS (list applicable line items)	**20___-20___ Anticipated Expenditures for First Three Months of Contract**
For example ADMINISTRATIVE COSTS (Include Secondary Administration.)	
For example PROGRAM EXPENSES	
TOTAL EXPENSES	

LINE ITEM JUSTIFICATION **(For each line item, provide a detailed justification explaining the need for the cash advance. The justification must include supporting documentation that clearly shows the advance will be expended within the first ninety (90) days of the contract term. Support documentation should include quotes for purchases, delivery timelines, salary and expense projections, etc. to provide the Division reasonable and necessary support that the advance will be expended within the first ninety (90) days of the contract term. Any advance funds not expended within the first ninety (90) days of the contract term as evidenced by copies of invoices and cancelled checks as required by the Budget and Scope of work showing 100% of expenditures for the 90 day period shall be returned to the Division Cashier, 2489 Shumard Oak Boulevard, Tallahassee, Florida 32399, within thirty (30) days of receipt, along with any interest earned on the advance.**

Attachment F

QUARTERLY REPORT FORM

***Instructions**: Complete and submit this form to State Project Manager within15-days after each quarter:*

SUB-RECIPIENT: City of Port Orange **PROJECT #:** **4680-029-R**

PROJECT TYPE: Mitigation Reconstruction **CONTRACT #:** **H1301**

PROGRAM: Hazard Mitigation Grant Program **QUARTER ENDING:** _____

Advance Payment Information:
Advance Received ☐ N/A ☐ Amount: $ _____ Advance Settled? Yes ☐ No ☐

Financial Amount to Date:
Sub-Recipient Total Project Expenditures to date (federal & local): $

Target Dates (State Agreement):
Contract Execution Date: _____ Contract Expiration Date: _____
Date Deliverables Submitted: _____ Closeout Requested Date: _____

Describe **Milestones** achieved during this quarter:

Project Proceeding on **Schedule**? ☐ Yes ☐ No (*If No, Describe under **Issues** below)*

Percentage of Milestones completed to Date: _____%

Describe Activities - Milestones completed this quarter only:

Schedule of the Milestones-Activities:

Milestone	**Dates** (estimated)
State Contracting	
Closeout Compliance	
Estimated Project Completion Date:	

Issues or circumstances affecting completion date, milestones, scope of work, and/or cost:

Cost Status: ☐ Cost Unchanged ☐ Under Budget ☐ Over Budget

Cost / Financial **Comments:**

NOTE: Events may occur between quarterly reports, which have significant impact upon your project(s), such as anticipated overruns, changes in scope of work, extensions. Contact the Division as soon as these conditions are known, otherwise you could be non-compliant with your sub-grant award.

Sub-Recipient Contract Representative (POC): _____

Signature: _____ Phone: _____

~ To be completed by Florida Division of Emergency Management Project Manager ~

Project Manager Statement: ☐ *No Action Required, OR*

☐ *Action Required:* _____

PM Percentage of Activates competed per PM Review QR Milestones Spreadsheet: ____%

Date Reviewed: _____ *Reviewer:* _____ *Project Manager*

Attachment G

Warranties and Representations

Financial Management

The Sub-Recipient's financial management system must comply with 2 C.F.R. §200.302.

Procurements

Any procurement undertaken with funds authorized by this Agreement must comply with the requirements of 2 C.F.R. §200, Part D—Post Federal Award Requirements—Procurement Standards (2 C.F.R. §§200.317 through 200.327).

Business Hours

The Sub-Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from: **8:00 AM - 5:00 PM, Monday Thru Friday, as applicable.**

Licensing and Permitting

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

Attachment H

Certification Regarding
Debarment, Suspension, Ineligibility
And Voluntary Exclusion

Subcontractor Covered Transactions

The prospective subcontractor, _____, of the Sub-Recipient certifies, by submission of this document, that neither it, its principals, nor affiliates are presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or disqualified from participation in this transaction by any Federal department or agency.

SUBCONTRACTOR

_____

By: _____
Signature

_____
Name and Title

_____
Street Address

_____
City, State, Zip

_____
Date

City of Port Orange
Sub-Recipient's Name

H1301
DEM Contract Number

4680-029-R
FEMA Project Number

Attachment I

Federal Funding Accountability and Transparency Act

Instructions and Worksheet

PURPOSE: The Federal Funding Accountability and Transparency Act (FFATA) was signed on September 26, 2006. The intent of this legislation is to empower every American with the ability to hold the government accountable for each spending decision. The FFATA legislation requires information on federal awards (federal assistance and expenditures) be made available to the public via a single, searchable website, which is http://www.usaspending.gov/.

The FFATA Sub-award Reporting System (FSRS) is the reporting tool the Florida Division of Emergency Management ("FDEM" or "Division") must use to capture and report sub-award and executive compensation data regarding first-tier sub-awards that obligate $25,000 or more in Federal funds (excluding Recovery funds as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5).

Note: This "Instructions and Worksheet" is meant to explain the requirements of the FFATA and give clarity to the FFATA Form distributed to sub-awardees for completion. All pertinent information below should be filled out, signed, and returned to the project manager.

ORGANIZATION AND PROJECT INFORMATION

The following information must be provided to the FDEM prior to the FDEM's issuance of a sub-award (Agreement) that obligates $25,000 or more in federal funds as described above. Please provide the following information and return the signed form to the Division as requested.

PROJECT #: 4680-029-R

FUNDING AGENCY: Federal Emergency Management Agency

AWARD AMOUNT: $ 160,473.60

OBLIGATION/ACTION DATE: March 9, 2026

SUBAWARD DATE (if applicable):

UEID/SAM#: LV8ZD1LYF3H4

*If your company or organization does not have a UEID/SAM number, you will need to obtain one from https://sam.gov/content/entity-registrationThe process to request a UEID/SAM number takes about ten minutes and is free of charge.

BUSINESS NAME: City of Port Orange, Florida

DBA NAME (IF APPLICABLE):

PRINCIPAL PLACE OF BUSINESS ADDRESS: 1000 City Center Circle

ADDRESS LINE 1:

ADDRESS LINE 2:

ADDRESS LINE 3:

CITY Port Orange STATE FL ZIP CODE+4** 32129-4144

PARENT COMPANY UEID/SAM# (if applicable): LV8ZD1LYF3H4

CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA#):

DESCRIPTION OF PROJECT (Up to 4000 Characters)

As a Hazard Mitigation Grant Program project, the Sub-Recipient proposes mitigation reconstruction of property located at 21 Cypress In The Wood, Port Orange, Florida 32129.

The HMGP proposed project scope of work for mitigation reconstruction of this flood-prone property shall include demolition of the existing structure, installation of a new manufactured home, and elevation of the new dwelling to a minimum of 2 feet above the Base Flood Elevation (BFE + 2'). According to the FIRM, the property is within Zone AE which has a Base Flood Elevation of 27.4 feet NAVD88. The new dwelling shall be elevated on concrete piers to a proposed minimum Design Flood Elevation of 29.4 feet NAVD88 consistent with the Freeboard Value Approach. Equipment and utilities shall also be elevated to the required height. Appropriate means of access shall be constructed including ramps where needed to allow the homeowner to navigate the elevated structure using assisted mobility devices. Debris and hazardous materials shall be properly disposed, the site shall be restored, and the new residence shall be made safe for human habitation with utilities and equipment reconnected. The property bordered by the Atlantic Ocean, the Halifax River, and smaller waterways-continues to be at risk of inundation due to tidal surge and rainfall runoff. A structural assessment of the existing residence concluded that the wood frame, manufactured unit built in 1977 on a concrete pier foundation with a total living area of 1,248 square feet is ineligible for lifting and a danger to occupancy due to past storm damage. The extent of structural damage caused by Hurricane Ian prompted the city to issue a Substantial Damage Determination. The project shall prevent future structural damage and eliminate substantial repair and displacement costs.

Any enclosed space at grade level shall have hydrostatic vents and can only be used for storage or parking. The square footage of the newly constructed and elevated structure shall be no more than ten (10) percent greater than the original square footage. A report of an inspection completed by a qualified professional certifying that the existing building(s) are not structurally sound, and an elevation is not feasible shall be submitted to FDEM (Division) for review and concurrence within 12-months of FEMA Award and prior to any construction activities. The project shall be designed and constructed in compliance with the Florida Building Code, ASCE 24-14 or latest edition, the Federal Flood Risk Management Standards (FFRMS), NFIP standards in 44 CFR, Part 60 and/or local floodplain ordinances or any other applicable local regulations. Upon completion of the mitigation reconstruction work, a final elevation certificate verifying as-built elevations shall be completed for project closeout.

The project shall provide protection against a 100-year flood event. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

Project Locations:

ID#	Name	Address	Coordinates
1)	Groves Manufactured Home	21 Cypress In The Wood, Port Orange, Florida 32129	(29.139029, -81.035562)

Verify the approved project description above, if there is any discrepancy, please contact the project manager.

PRINCIPAL PLACE OF PROJECT PERFORMANCE (IF DIFFERENT THAN PRINCIPAL PLACE OF BUSINESS): 1000 City Center Circle, Port Orange, FL 32129-4144

ADDRESS LINE 1: 21 Cypress in the Wood, Port Orange, FL 32129

ADDRESS LINE 2: _____

ADDRESS LINE 3: _____

CITY _____ STATE _____ ZIP CODE+4** _____

CONGRESSIONAL DISTRICT FOR PRINCIPAL PLACE OF PROJECT PERFORMANCE:

**Providing the Zip+4 ensures that the correct Congressional District is reported.

EXECUTIVE COMPENSATION INFORMATION:

1. In your business or organization's previous fiscal year, did your business or organization (including parent organization, all branches, and all affiliates worldwide) receive (a) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act, as defined at 2 C.F.R. 170.320; , (b) $25,000,000 or more in annual gross revenues from U.S. Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act?

   Yes ☐ No ☒

If the answer to Question 1 is "Yes," continue to Question 2. If the answer to Question 1 is "No", move to the signature block below to complete the certification and submittal process.

2. Does the public have access to information about the compensation of the executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) Section 6104 of the Internal Revenue Code of 1986?

   Yes ☐ No ☐

If the answer to Question 2 is "Yes," move to the signature block below to complete the certification and submittal process. [Note: Securities Exchange Commission information should be accessible at http//www.sec.gov/answers/execomp.htm. Requests for Internal Revenue Service (IRS) information should be directed to the local IRS for further assistance.]

If the answer to Question 2 is "No" FFATA reporting is required. Provide the information required in the "TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR"

appearing below to report the "Total Compensation" for the five (5) most highly compensated "Executives", in rank order, in your organization. For purposes of this request, the following terms apply as defined in 2 C.F.R. Ch. 1 Part 170 Appendix A:

"Executive" is defined as "officers, managing partners, or other employees in management positions".

"Total Compensation" is defined as the cash and noncash dollar value earned by the executive during the most recently completed fiscal year and includes the following:

i. Salary and bonus.

ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

v. Above-market earnings on deferred compensation which is not tax-qualified.

vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds $10,000.

TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR

(Date of Fiscal Year Completion _____)

Rank (Highest to Lowest)	**Name (Last, First, MI)**	**Title**	**Total Compensation for Most Recently Completed Fiscal Year**
1			
2			
3			
4			
5			

THE UNDERSIGNED CERTIFIES THAT ON THE DATE WRITTEN BELOW, THE INFORMATION PROVIDED HEREIN IS ACCURATE.

SIGNATURE: _____

NAME AND TITLE: Wayne Clark, City Manager

DATE: June 16, 2026

Attachment J

Mandatory Contract Provisions

Provisions:

Any contract or subcontract funded by this Agreement must contain the applicable provisions outlined in Appendix II to 2 C.F.R. Part 200. It is the responsibility of the sub-recipient to include the required provisions. The following is a list of sample provisions from Appendix II to 2 C.F.R. Part 200 that may be required:[1]

Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. Part 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 C.F.R. Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or Sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or

[1] For example, the Davis-Bacon Act is not applicable to other FEMA grant and cooperative agreement programs, including the Public Assistance Program or Hazard Mitigation Grant Program; however, sub-recipient may include the provision in its subcontracts.

repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2 (a) and the recipient or Sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or Sub-recipient must comply with the requirements of 37 C.F.R. Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply 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). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 C.F.R. 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. 180 that implement Executive Orders 12549 (3 C.F.R. Part 1986 Comp., p. 189) and 12689 (3 C.F.R. Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of $100,000 or more must 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 must 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 non-Federal award.

(J) See 2 C.F.R, § 200.323 Procurement of recovered materials.

(K) See 2 C.F.R, §200.216 Prohibition on certain telecommunication and video surveillance services or equipment.

(L) See 2 C.F.R, §200.322 Domestic preferences for procurements

(Appendix II to Part 200, Revised Eff. 11/12/2020).

FEMA created the 2019 PDAT Contract Provisions Template to assist non-Federal entities. It is *available at* https://www.fema.gov/media-library-data/1569959119092-92358d63e00d17639d5db4de015184c9/PDAT_ContractProvisionsTemplate_9-30-19.pdf.

Please note that the sub-recipient alone is responsible for ensuring that all language included in its contracts meets the requirements of 2 C.F.R. § 200.327 and 2 C.F.R. Part 200, Appendix II.

Attachment K

Certification Regarding Lobbying

Check the appropriate box:

☒ This Certification Regarding Lobbying is required because the Contract, Grant, Loan, or Cooperative Agreement will exceed $100,000 pursuant to 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.

☐ This Certification is not required because the Contract, Grant, Loan, or Cooperative Agreement will be less than $100,000.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

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 Form to Report Lobbying," 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 Sub-Recipient or subcontractor, City of Port Orange, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

_____
Signature of Sub-Recipient/subcontractor's Authorized Official

Wayne Clark, City Manager
_____
Name and Title of Sub-Recipient/subcontractor's Authorized Official

June 16, 2026
_____
Date

Attachment L

Florida Accountability Contract Tracking System (FACTS)
Requirements for Non-profit Organizations Under Section 216.1366, Florida Statutes
Instructions and Worksheet

CONTRACT DOCUMENTATION REQUIREMENTS

Section 216.1366, F.S., amended in 2023, establishes new documentation requirements for any contract for services executed, amended, or extended on or after July 1, 2023, with non-profit organizations as defined in s. 215.97 (2)(m). F.S. The contract must require the contractor to provide documentation that indicates the amount of state funds:

- Allocated to be used during the full term of the contract for remuneration to any member of the board of directors or an officer of the contractor.
- Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the contractor. The documentation must indicate the amounts and recipients of the remuneration.

Such information must be included in the contract tracking system maintained pursuant to s. 215.985 F.S. and must be posted on the contractor's website if the contractor maintains a website.

• As used in this subsection, the term:

o "Officer" means a Chief Executive Officer (CEO), Chief Financial Officer (CFO), Chief Operating Officer (COO), or any other position performing an equivalent function.

o "Remuneration" means all compensation earned by or awarded to personnel, whether paid or accrued, regardless of contingency, including bonuses, accrued paid time off, severance payments, incentive payments, contributions to a retirement plan, or in-kind payments, reimbursements, or allowances for moving expenses, vehicles and other transportation, telephone services, medical services, housing, and meals.

o "State funds" means funds paid from the General Revenue Fund or any state trust fund, funds allocated by the Federal Government and distributed by the state, or funds appropriated by the state for distribution through any grant program. The term does not include funds used for the state Medicaid program.

Note: This "Instructions and Worksheet" is meant to explain the requirements of the Section 216.1366, F.S., amended in 2023, and give clarity to the attached form distributed to recipients and sub-recipients for completion. All pertinent information below should be filled out, signed, and returned to the project manager.

NON-PROFIT ORGANIZATION REMUNERATION INFORMATION

1. Is your business or organization a non-profit organization as defined in s. 215.97 (2)(m). F.S.?
Yes ☐ No ☒

If the answer to Question 1 is "Yes," continue to Question 2. If the answer to Question 1 is "No", move to the signature block below to complete the certification and submittal process.

2. Will state funds be used as remuneration to any member of the board of directors or an officer in your business or organization?
Yes ☐ No ☐

If the answer to Question 2 is “Yes,” provide the information required in the “Total Compensation Paid to Non-Profit Personnel Using State Funds” form below. A separate form should be completed for each member of the board of directors or officer being compensated using state funds. If the answer to Question 2 is “No”, move to the signature block below to complete the certification and submittal process.

Total Compensation Paid to Non-Profit Personnel Using State Funds

Name:		
Title:		
Agency Agreement/Contract #		
Total Contract Amount		
Contract Term:		
Line Item Budget Category	**Total Amount Paid**	**Amount Paid from State Funds**
Salaries		
Fringe Benefits		
Bonuses		
Accrued Paid Time Off		
Severance Payments		
Retirement Contributions		
In-Kind Payments		
Incentive Payments		
Reimbursements/Allowances		
Moving Expenses		
Transportation Costs		
Telephone Services		
Medical Services Costs		
Housing Costs		
Meals		

CERTIFICATION: I certify that the amounts listed above are true and accurate and in accordance with the approved budget.

Name:	Wayne Clark
Signature:	
Title:	City Manager
Date:	June 16, 2026

ATTACHMENT M

FOREIGN COUNTRY OF CONCERN AFFIDAVIT –
PERSONAL IDENTIFYING INFORMATION CONTRACT

Section 287.138, Florida Statutes, prohibits a Florida "Governmental entity"[2] from entering into or extending contracts with any other entity whereby such a contract, or extension thereof, could grant the other entity access to an individual's personal identifying information if that entity is associated with a "Foreign Country of Concern."[3] Specifically, section 287.138(2), Florida Statutes, prohibits such contracts with any entity that is owned by the government of a Foreign Country of Concern, any entity in which the government of a Foreign Country of Concern has a "controlling interest,"[4] and any entity organized under the laws of or which has its principal place of business in a Foreign Country of Concern.

As the person authorized to sign on behalf of Respondent, I hereby attest that the company identified above in the section entitled "Respondent Vendor Name" is not an entity owned by the government of a Foreign Country of Concern, no government of a Foreign Country of Concern has a controlling interest in the entity, and the entity has not been organized under the laws of or has its principal place of business in a Foreign Country of Concern.

I understand that pursuant to section 287.138, Florida Statutes, I am submitting this affidavit under penalty of perjury.

Respondent Vendor Name: _____

Vendor FEIN: _____

Vendor's Authorized Representative Name and Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____

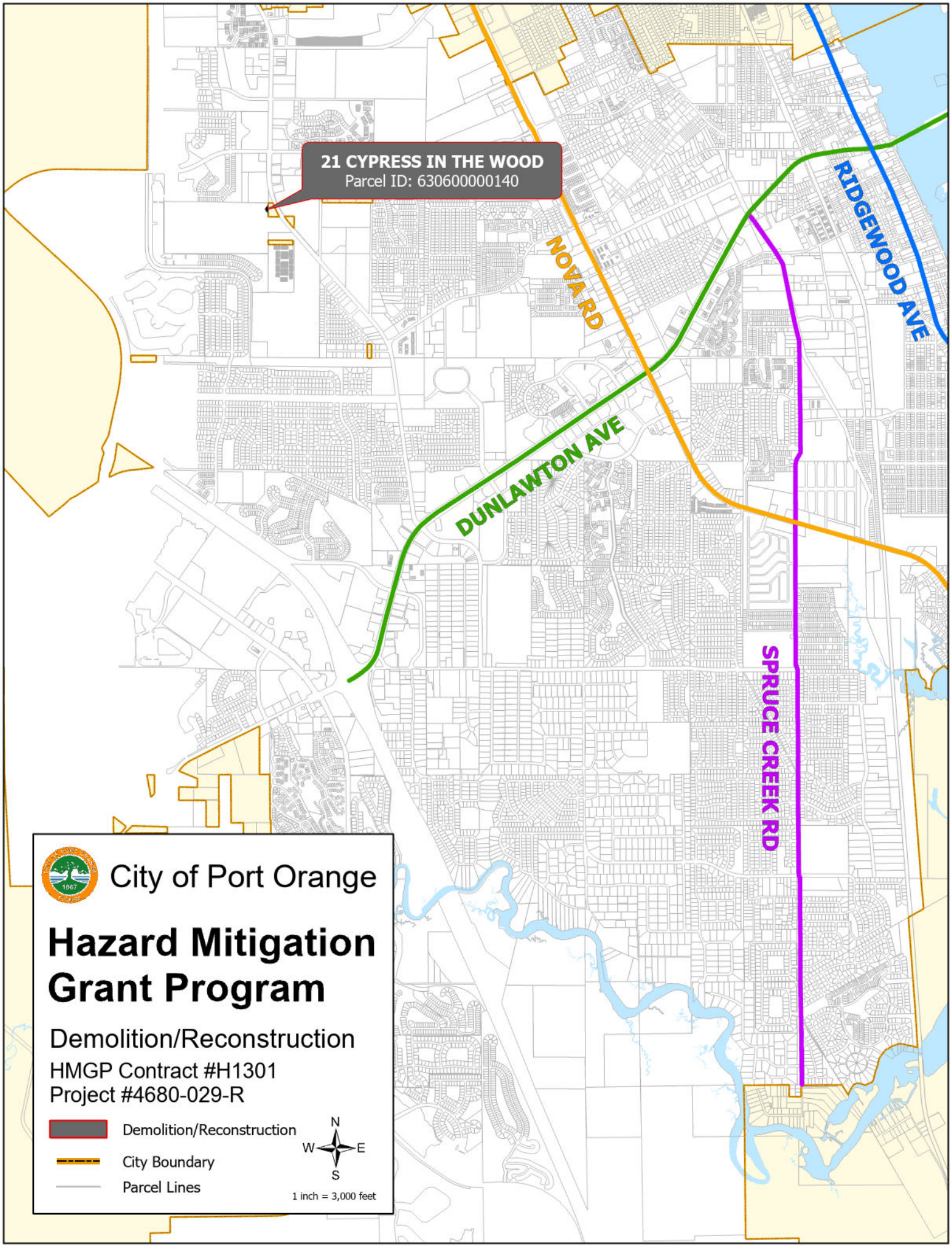
Email Address: _____

Certified By: _____
AUTHORIZED SIGNATURE

Print Name and Title: _____

Date: _____

[2] As defined in Section 287.138 (1)(d), Florida Statutes.
[3] As defined in Section 287.138 (1)(c), Florida Statutes.
[4] As defined in Section 287.138 (1)(a), Florida Statutes.


21 CYPRESS IN THE WOOD
Parcel ID: 630600000140
NOVA RD
RIDGEWOOD AVE
DUNLAWTON AVE
SPRUCE CREEK RD
City of Port Orange
Hazard Mitigation Grant Program
Demolition/Reconstruction
HMGP Contract #H1301
Project #4680-029-R
Demolition/Reconstruction
City Boundary
Parcel Lines
N
W
E
S
1 inch = 3,000 feet

CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 6/16/2026

SUBJECT: (B8) Resolution No. 26-31 - Approval of Contract #H1331 for the Hurricane Ian Hazard Mitigation Grant Program (HMGP) to Elevate 13 homes - Port Orange Project CD242

DEPARTMENT: Community Development

GOAL: 1 - Public Safety
3 - Quality of Life

RECOMMENDED MOTION: Move to approve Contract #H1331 for the Hurricane Ian Hazard Mitigation Grant (Project #4673-144-R) to elevate thirteen (13) homes and authorize the Mayor and City Clerk to execute associated contract documents.

SUMMARY: At the April 18, 2023 meeting, City Council approved Resolution No. 23-15 authorizing staff to submit an application to the Florida Division of Emergency Management (FDEM) for a Hurricane Ian Hazard Mitigation Grant Program Grant to elevate thirteen (13) single-family homes.

On March 10, 2026, the Federal Emergency Management Agency (FEMA) officially awarded funding for the Hurricane Ian Hazard Mitigation Grant Program (HMGP) project (Project Number 4673-144-R) to elevate thirteen (13) single-family homes located throughout the east side of Port Orange (see location map). On April 22, 2026, the City was provided with the Hurricane Ian Hazard Mitigation Grant Program (HMGP) Agreement (H1331).

The Hurricane Ian HMGP Grant Agreement has a total project cost of $3,548,318.00. Of this amount, $2,661,238.50, or 75% of the total project cost, is federally funded through HMGP. The remaining $887,079.50, or 25% of the total project cost, represents the required non-federal cost share and will be paid by the participating homeowners prior to the commencement of construction. The homeowners' 25% cost share is not reimbursable under the HMGP program.

HMGP is a cost-reimbursement grant program with a 75% federal / 25% non-federal cost share requirement for structure elevation projects. Under HMGP requirements, homeowners are required to pay the 25% non-federal cost share prior to the commencement of construction, and the City funds the remaining 75% during project implementation. Upon completion of eligible work and submission of the required documentation, FEMA reimburses the City for the eligible 75% federal share of project costs. Homeowners are not eligible to apply directly for HMGP funding; therefore, the City applied for the grant on their behalf and is responsible for administering and

overseeing the elevation projects.

The elevation of these homes will significantly reduce the risk of future impacts from future weather events. All elevation activities are voluntary. All activities associated with the elevation will be done in compliance with Federal, State, and Local applicable Rules and Regulations.

Selection of elevation contractors in compliance with federal procurement requirements is anticipated to occur later this year, and elevation of the homes is anticipated to start in early 2027. After bid selection and permitting, the elevation process typically takes 9 months. It is anticipated that the project will be completed in Spring 2028. According to the HMGP Agreement, the City has until May 31, 2028, to complete all of these projects.

PRESENTER: Tim Burman

ATTACHMENTS:

1.	Resolution No. 26-31 w exhibit	Resolution No. 26-31 w exhibit.pdf
2.	4673-144-R_ForSubrecipientSignature(04-22-26)	4673-144-R_ForSubrecipientSignature(04-22-26).pdf
3.	UPDATED Ian H1331 - Elevation Location Map	UPDATED Ian H1331 - Elevation Location Map.pdf

Margaret Tomlinson	Created/Initiated - 05/27/2026
Tim Burman	Approved - 05/27/2026
Sue Wang	Approved - 05/29/2026
Shannon Balmer	Approved - 06/05/2026
Wayne Clark	Final Approval - 06/05/2026

RESOLUTION NO. 26-31

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA; ACCEPTING THE FEDERAL EMERGENCY MANAGEMENT AGENCY ("FEMA") HAZARD MITIGATION GRANT PROGRAM ("HMGP") AWARD, ADMINISTERED BY FLORIDA DIVISION OF EMERGENCY MANAGEMENT ("FDEM"), IDENTIFIED AS PROJECT NO. 4673-144-R (AGREEMENT NO. H1331), FOR THE PURPOSE OF ELEVATING APPROXIMATELY THIRTEEN (13) HOMES LOCATED WITHIN FLOOD PRONE AREAS; AUTHORIZING THE CITY MANAGER TO EXECUTE THE GRANT AGREEMENT AND NECESSARY DOCUMENTS RELATED TO THE FACILITATION OF THE GRANT AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Hazard Mitigation Grant Program (HMGP) provides grants to states and local governments to implement long-term hazard mitigation measures after a major disaster declaration; and

WHEREAS, the City of Port Orange ("City") has been awarded funding through the Federal Emergency Management Agency's (FEMA) Hazard Mitigation Grant Program (HMGP), administered by the Florida Division of Emergency Management (FDEM), under Project No. 4673-144-R (Agreement No. H1331), hereinafter "Grant"; and

WHEREAS, HMGP provides funding for technically feasible, cost-effective, activities that reduce or eliminate long-term risk to people and property from natural disasters; and

WHEREAS, the properties located at 795 Biro Drive, 111 Fleming Avenue (a), 111 Fleming Avenue (b), 216 Grant Street, 105 Judges Lane, 5028 Palmetto Street, 5088 Palmetto Street, 524 Powers Avenue, 894 Reservation Court, 5715 Riverside Drive, 5817 Riverside Drive, 5951 Riverside Drive, and 8 Venetian Circle, all located within Port Orange, Florida, have sustained heavy flood damage on numerous occasions; and

WHEREAS, the owners of the properties located at 795 Biro Drive, 111 Fleming Avenue (a), 111 Fleming Avenue (b), 216 Grant Street, 105 Judges Lane, 5028 Palmetto Street, 5088 Palmetto Street, 524 Powers Avenue, 894 Reservation Court, 5715 Riverside Drive, 5817 Riverside Drive, 5951 Riverside Drive, and 8 Venetian Circle, all located within Port Orange, Florida, voluntarily elect to participate in the Hazard Mitigation Grant Program; and

WHEREAS, on April 18, 2023, City Council approved Resolution No. 23-15 authorizing staff to submit an application to the Florida Division of Emergency Management (FDEM) for a Hurricane Ian Hazard Mitigation Grant Program to elevate

thirteen (13) single-family homes at a cost of approximately $3,548,318.00; and

WHEREAS, the Florida Division of Emergency Management has provided a Grant agreement (Project No. 4673-144-R (Agreement No. H1331) for federal cost share funds in the amount of $2,661,238.50 (75% of the total project cost), a copy of which is attached to this resolution and marked as **Exhibit "A"** and made a part hereof by reference; and

WHEREAS, the remaining $887,079.50, or 25% of the total project cost, represents the required non-federal cost share and will be paid by the participating homeowners prior to the commencement of construction; and

WHEREAS, after a review of the Grant conditions and requirements, the City of Port Orange has determined that applying for the Grant serves the overall interests of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA:

Section 1. That the foregoing "WHEREAS" clauses are ratified and confirmed as being true and correct and are incorporated in this Resolution.

Section 2. The City Council of the City of Port Orange, Florida, hereby approves the terms, conditions and requirements of the Grant.

Section 3. The City Manager is authorized to execute the Grant agreement and any required documents necessary to effectuate the intent of this Resolution, including administrative actions for compliance, reporting, and reimbursement.

Section 4. This Resolution shall be in full force and effect immediately upon its passage and 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

SUB-RECIPIENT AGREEMENT CHECKLIST

DIVISION OF EMERGENCY MANAGEMENT
MITIGATION BUREAU
FISCAL OPERATIONS UNIT
HMGP

REQUEST FOR REVIEW AND APPROVAL	
SUB-RECIPIENT:	City of Port Orange
PROJECT #:	4673-144-R
PROJECT TITLE:	City of Port Orange, Citywide Residential Elevation #1, Elevation
CONTRACT #:	H1331
MODIFICATION #:	N/A

SUB-RECIPIENT REPRESENTATIVE (POINT OF CONTACT)	
	Valerie Duhl Community Development Engineer 1000 City Center Circle Port Orange, Florida 32129

Enclosed is your copy of the proposed contract/modification between **City of Port Orange** and the Florida Division of Emergency Management (FDEM).

	COMPLETE
☒	This form is required to be included with all Reviews, Approvals, and Submittals
☒	Reviewed and Approved
☒	Signed & Dated Electronic Copy by Official Representative
☒	**Copy of the organization's resolution or charter** that specifically identifies the person or position that is authorized to sign, if not Chairman, Mayor, or Chief
☒	Attachment I - Federal Funding Accountability and Transparency Act (FFATA) - completed, signed, and dated ☐ N/A for Modifications or State Funded Agreements
☒	Attachment K – Certification Regarding Lobbying - completed, signed, and dated ☐ N/A for Modifications or State Funded Agreements
☒	Attachment L – FACTS - completed, signed, and dated ☐ N/A for Modifications or State Funded Agreements
☒	Attachment M – Foreign County of Concern Affivadit completed, signed, and dated ☐ N/A for Modifications or State Funded Agreements
☒	Electronic Submittal to the Grant Specialist

If you have any questions regarding this contract, or who is authorized to sign it, please contact your Project Manager at (850) 290-2511 or email me at Nicole.Rowe@yagroup.com.

Agreement Number: **H1331**

Project Number: **4673-144-R**

FEDERALLY-FUNDED SUBAWARD AND GRANT AGREEMENT

2 C.F.R. §200.1 states that a "subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract."

As defined by 2 C.F.R. §200.1, "pass-through entity" means "a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program."

As defined by 2 C.F.R. §200.1 , "Sub-Recipient" means "an entity, usually but not limited to non-Federal entities that receives a subaward from a pass-through entity to carry out part of a Federal program."

As defined by 2 C.F.R. §200.1, "Federal award" means "Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity."

As defined by 2 C.F.R. §200.1, "subaward" means "an award provided by a pass-through entity to a Sub-Recipient for the Sub-Recipient to carry out part of a Federal award received by the pass-through entity."

The following information is provided pursuant to 2 C.F.R. §200.332:

Sub-Recipient's name:	City of Port Orange
Sub-Recipient's unique entity identifier (UEI/FEIN):	LV8ZD1LYF3H4 / 596000412
Federal Award Identification Number (FAIN):	FEMA-DR-4673-FL
Federal Award Date:	March 10, 2026
Subaward Period of Performance Start and End Date:	June 20, 2023 – May 31, 2028
Amount of Federal Funds Obligated by this Agreement:	$2,747,238.50
Total Amount of Federal Funds Obligated to the Sub-Recipient by the pass-through entity to include this Agreement:	$2,747,238.50
Total Amount of the Federal Award committed to the Sub-Recipient by the pass-through entity	$2,747,238.50
Federal award project description (see FFATA):	Elevation
Name of Federal awarding agency:	Federal Emergency Management Agency
Name of pass-through entity:	FL Division of Emergency Management
Contact information for the pass-through entity:	Nicole.Rowe@yagroup.com
Catalog of Federal Domestic Assistance (CFDA) Number and Name:	97.039 Hazard Mitigation Grant Program
Whether the award is R&D:	N/A
Indirect cost rate for the Federal award:	N/A

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

For the purposes of this Agreement, the Division serves as the pass-through entity for a Federal award, and the Sub-Recipient serves as the recipient of a subaward.

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

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

B. The State of Florida received these grant funds from the Federal government, and the Division has the authority to subgrant these funds to the Sub-Recipient upon the terms and conditions outlined below; and,

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

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

(1) APPLICATION OF STATE LAW TO THIS AGREEMENT

2 C.F.R. §200.302(a) provides: “Each state must expend and account for the Federal award in accordance with state laws and procedures for expending and accounting for the state's own funds.” Therefore, section 215.971, Florida Statutes, entitled “Agreements funded with federal or state assistance”, applies to this Agreement.

(2) LAWS, RULES, REGULATIONS AND POLICIES

a. The Sub-Recipient's performance under this Agreement is subject to 2 C.F.R. Part 200, entitled “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.”

b. As required by section 215.971(1), Florida Statutes, this Agreement includes:

i. A provision specifying a scope of work that clearly establishes the tasks that the Sub-Recipient is required to perform.

ii. A provision dividing the agreement into quantifiable units of deliverables that must be received and accepted in writing by the Division before payment. Each deliverable must be directly related to the scope of work and specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.

iii. A provision specifying the financial consequences that apply if the Sub-Recipient fails to perform the minimum level of service required by the agreement.

iv. A provision specifying that the Sub-Recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period.

v. A provision specifying that any balance of unobligated funds which has been advanced or paid must be refunded to the Division.

vi. A provision specifying that any funds paid in excess of the amount to which the Sub-Recipient is entitled under the terms and conditions of the agreement must be refunded to the Division.

c. In addition to the foregoing, the Sub-Recipient and the Division shall be governed by all applicable State and Federal laws, rules and regulations, including those identified in Attachment B. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

(3) CONTACT

a. In accordance with section 215.971(2), Florida Statutes, the Division's Grant Manager shall be responsible for enforcing performance of this Agreement's terms and conditions and shall serve as the Division's liaison with the Sub-Recipient. As part of his/her duties, the Grant Manager for the Division shall:

i. Monitor and document Sub-Recipient performance; and,

ii. Review and document all deliverables for which the Sub-Recipient requests payment.

b. The Division's Grant Manager for this Agreement is:

Nicole Rowe
Project Manager
Bureau of Mitigation
Florida Division of Emergency Management
2489 Shumard Oak Blvd.
Tallahassee, FL 32399-2100
Telephone: 850-290-2511
Email: Nicole.Rowe@yagroup.com

The Division's Alternate Grant Manager for this Agreement is:

Kathleen Marshall
Community Program Manager
Bureau of Mitigation
Florida Division of Emergency Management
2489 Shumard Oak Boulevard
Tallahassee, FL 32399
Telephone: 850-815-4503
Email: Kathleen.Marshall@em.myflorida.com

1. The name and address of the Representative of the Sub-Recipient responsible for the administration of this Agreement is:

   Valerie Duhl
   Community Development Engineer
   1000 City Center Circle
   Port Orange, Florida 32129
   Telephone: 386-506-5664
   Email: vduhl@port-orange.org

2. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be provided to the other party.

(4) TERMS AND CONDITIONS

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

(5) EXECUTION

This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(6) MODIFICATION

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

(7) SCOPE OF WORK

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

(8) PERIOD OF AGREEMENT

This Agreement shall begin on June 20, 2023, and shall end on May 31, 2028, unless terminated earlier in accordance with the provisions of Paragraph (17) of this Agreement. Consistent with the definition of “period of performance” contained in 2 C.F.R. §200.1, the term “period of agreement” refers to the time during which the Sub-Recipient “may incur new obligations to carry out the work authorized under” this Agreement. In accordance with section 215.971(1)(d), Florida Statutes, the Sub-Recipient may expend funds authorized by this Agreement “only for allowable costs resulting from obligations incurred during” the period of agreement.

The terms of this Agreement are intended to encompass the Pre-Award period. If applicable, the Pre-Award period and FEMA approved Pre-Award costs shall be outlined in Attachment A of this Agreement (“Budget and Scope of Work”).

(9) FUNDING

a. This is a cost-reimbursement Agreement, subject to the availability of funds.

b. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with either chapter 216, Florida Statutes, or the Florida Constitution.

c. The Division will reimburse the Sub-Recipient only for allowable costs incurred by the Sub-Recipient in the successful completion of each deliverable. The maximum reimbursement amount for each deliverable is outlined in Attachment A of this Agreement ("Budget and Scope of Work"). The maximum reimbursement amount for the entirety of this Agreement is **$2,747,238.50**.

d. As required by 2 C.F.R. §200.415(a), any request for payment under this Agreement must include a certification, signed by an official who is authorized to legally bind the Sub-Recipient, which reads as follows: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

e. The Division will review any request for reimbursement by comparing the documentation provided by the Sub-Recipient against a performance measure, outlined in Attachment A, that clearly delineates:

i. The required minimum acceptable level of service to be performed; and,

ii. The criteria for evaluating the successful completion of each deliverable.

f. The performance measure required by section 215.971(1)(b), Florida Statutes, remains consistent with the requirement for a "performance goal", which is defined in 2 C.F.R. §200.1 as "a target level of performance expressed as a tangible, measurable objective, against which actual achievement can be compared." It also remains consistent with the requirement, contained in 2 C.F.R. §200.329, that the Division and the Sub-Recipient "relate financial data to performance goals and objectives of the Federal award."

g. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for overtime expenses in accordance with 2 C.F.R. §200.430 ("Compensation—personal services") and 2 C.F.R. §200.431 ("Compensation—fringe benefits"). If the Sub-Recipient seeks reimbursement for overtime expenses for periods when no work is performed due to vacation, holiday, illness, failure of the employer to provide sufficient work, or other similar cause (*See* 29 U.S.C. §207(e)(2)), then the Division will treat the expense as a fringe benefit. 2 C.F.R. §200.431(a) defines fringe benefits as "allowances and services provided by employers to their employees as compensation in addition to regular salaries and wages." Fringe benefits are allowable under this Agreement as long as

the benefits are reasonable and are required by law, Sub-Recipient-employee agreement, or an established policy of the Sub-Recipient. 2 C.F.R. §200.431(b) provides that the cost of fringe benefits in the form of regular compensation paid to employees during periods of authorized absences from the job, such as for annual leave, family-related leave, sick leave, holidays, court leave, military leave, administrative leave, and other similar benefits, are allowable if all of the following criteria are met:

i. They are provided under established written leave policies;

ii. The costs are equitably allocated to all related activities, including Federal awards; and,

iii. The accounting basis (cash or accrual) selected for costing each type of leave is consistently followed by the non-Federal entity or specified grouping of employees.

h. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for travel expenses in accordance with 2 C.F.R. §200.474. As required by the Reference Guide for State Expenditures, reimbursement for travel must be in accordance with section 112.061, Florida Statutes, which includes submission of the claim on the approved state travel voucher. If the Sub-Recipient seeks reimbursement for travel costs that exceed the amounts stated in section 112.061(6)(b), Florida Statutes ($6 for breakfast, $11 for lunch, and $19 for dinner), then the Sub-Recipient must provide documentation that:

i. The costs are reasonable and do not exceed charges normally allowed by the Sub-Recipient in its regular operations as a result of the Sub-Recipient's written travel policy; and,

ii. Participation of the individual in the travel is necessary to the Federal award.

i. The Division's grant manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the grant agreement period and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Sub-Recipient.

j. As defined by 2 C.F.R. §200.1, the term "improper payment" means or includes:

i. Any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements; and,

ii. Any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.

k. No reimbursements shall be made for costs outside the period of agreement, as defined in paragraph (8) of this Agreement.

(10) <u>RECORDS</u>

a. As required by 2 C.F.R. §200.336, the Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the Division, or any of their authorized representatives, shall enjoy the right of access to any documents, papers, or other records of the Sub-Recipient which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents. Finally, the right of access is not limited to the required retention period but lasts as long as the records are retained.

b. As required by 2 C.F.R. §200.332(a)(5), the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Sub-Recipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents.

c. As required by Florida Department of State's record retention requirements (Chapter 119, Florida Statutes) and by 2 C.F.R. §200.334, the Sub-Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, as well as the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of five (5) years from the date of submission of the final expenditure report. The following are the only exceptions to the five (5) year requirement:

i. If any litigation, claim, or audit is started before the expiration of the 5-year period, then the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

ii. When the Division or the Sub-Recipient is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.

iii. Records for real property and equipment acquired with Federal funds must be retained for 5 years after final disposition.

iv. When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 5-year retention requirement is not applicable to the Sub-Recipient.

v. Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.

vi. Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a

particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).

d. In accordance with 2 C.F.R. §200.335, the Federal awarding agency must request transfer of certain records to its custody from the Division or the Sub-Recipient when it determines that the records possess long-term retention value.

e. In accordance with 2 C.F.R. §200.336, the Division must always provide or accept paper versions of Agreement information to and from the Sub-Recipient upon request. If paper copies are submitted, then the Division must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.

f. As required by 2 C.F.R. §200.303, the Sub-Recipient shall take reasonable measures to safeguard protected personally identifiable information and other information the Federal awarding agency or the Division designates as sensitive or the Sub-Recipient considers sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.

g. Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) provides the citizens of Florida with a right of access to governmental proceedings and mandates three, basic requirements: (1) meetings of public boards or commissions must be open to the public; (2) reasonable notice of such meetings must be given; and, (3) minutes of the meetings must be taken and promptly recorded. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the open government requirements. However, the Government in the Sunshine Law applies to private entities that provide services to governmental agencies and that act on behalf of those agencies in the agencies' performance of their public duties. If a public agency delegates the performance of its public purpose to a private entity, then, to the extent that private entity is performing that public purpose, the Government in the Sunshine Law applies. For example, if a volunteer fire department provides firefighting services to a governmental entity and uses facilities and equipment purchased with public funds, then the Government in the Sunshine Law applies to board of directors for that volunteer fire department. Thus, to the extent that the Government in the Sunshine Law applies to the Sub-Recipient based upon the funds provided under this Agreement, the meetings of the Sub-Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board may be subject to open government requirements. These meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with chapter 119, Florida Statutes.

h. Florida's Public Records Law provides a right of access to the records of the state and local governments as well as to private entities acting on their behalf. Unless specifically exempted

from disclosure by the Legislature, all materials made or received by a governmental agency (or a private entity acting on behalf of such an agency) in conjunction with official business which are used to perpetuate, communicate, or formalize knowledge qualify as public records subject to public inspection. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the public record requirements. However, when a public entity delegates a public function to a private entity, the records generated by the private entity's performance of that duty become public records. Thus, the nature and scope of the services provided by a private entity determine whether that entity is acting on behalf of a public agency and is therefore subject to the requirements of Florida's Public Records Law.

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

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (850) 815-7671 Records@em.myflorida.com, or 2489 Shumard Oak Boulevard, Tallahassee, FL 32399.

(11) AUDITS

a. The Sub-Recipient shall comply with the audit requirements contained in 2 C.F.R. Part 200, Subpart F.

b. In accounting for the receipt and expenditure of funds under this Agreement, the Sub-Recipient shall follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R. §200.1, GAAP "has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB)."

c. When conducting an audit of the Sub-Recipient's performance under this Agreement, the Division shall use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by 2 C.F.R. §200.1, GAGAS, "also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits."

d. If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Sub-Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and

Agreement provisions within thirty (30) days after the Division has notified the Sub-Recipient of such non-compliance.

e. The Sub-Recipient shall have all audits completed by an independent auditor, which is defined in section 215.97(2)(i), Florida Statutes, as "an independent certified public accountant licensed under chapter 473." The independent auditor shall state that the audit complied with the applicable provisions noted above. The audit must be received by the Division no later than nine months from the end of the Sub-Recipient's fiscal year.

f. The Sub-Recipient shall send copies of reporting packages for audits conducted in accordance with 2 C.F.R. Part 200, by or on behalf of the Sub-Recipient, to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General

2489 Shumard Oak Boulevard

Tallahassee, Florida 32399-2100

g. The Sub-Recipient shall send the Single Audit reporting package and Form SF-SAC to the Federal Audit Clearinghouse by submission online at:

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

h. The Sub-Recipient shall send any management letter issued by the auditor to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General

2489 Shumard Oak Boulevard

Tallahassee, Florida 32399-2100

(12) REPORTS

a. Consistent with 2 C.F.R. §200.328, the Sub-Recipient shall provide the Division with quarterly reports and a close-out report. These reports shall include the current status and progress by the Sub-Recipient and all subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

b. Quarterly reports are due to the Division no later than fifteen (15) days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30, and December 31.

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

d. If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, then the Division may withhold further payments until they are completed or may take other action as stated in Paragraph (16) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Scope of Work.

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

f. The Sub-Recipient shall provide additional reports and information identified in Attachment F.

(13) MONITORING

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

b. In addition to reviews of audits, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits, and/or other procedures. The Sub-Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that a limited scope audit of the Sub-Recipient is appropriate, the Sub-Recipient agrees to comply with any additional instructions provided by the Division to the Sub-Recipient regarding such audit. The Sub-Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Sub-Recipient throughout the contract term to ensure timely completion of all tasks.

(14) LIABILITY

a. Unless Sub-Recipient is a State agency or subdivision, as defined in section 768.28(2), Florida Statutes, the Sub-Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement and, as authorized by section 768.28(19), Florida Statutes, Sub-Recipient shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Sub-Recipient agrees that it is not an employee or agent of the Division, but is an independent contractor.

b. As required by section 768.28(19), Florida Statutes, any Sub-Recipient which is a state agency or subdivision, as defined in section 768.28(2), Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the

Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any Sub-Recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(15) DEFAULT

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (16); however, the Division may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment if:

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

b. Material adverse changes occur in the financial condition of the Sub-Recipient at any time during the term of this Agreement, and the Sub-Recipient fails to cure this adverse change within thirty (30) days from the date written notice is sent by the Division;

c. Any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete or insufficient information; or,

d. The Sub-Recipient has failed to perform and complete on time any of its obligations under this Agreement.

(16) REMEDIES

If an Event of Default occurs, then the Division shall, after thirty (30) calendar days written notice to the Sub-Recipient and upon the Sub-Recipient's failure to cure within those thirty (30) days, exercise any one or more of the following remedies, either concurrently or consecutively:

a. Terminate this Agreement, provided that the Sub-Recipient is given at least thirty (30) days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (3) herein;

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

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

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

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

i. Request additional information from the Sub-Recipient to determine the reasons for or the extent of non-compliance or lack of performance,

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

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

iv. Require the Sub-Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible;

f. Exercise any other rights or remedies which may be available under law.

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

(17) TERMINATION

a. The Division may terminate this Agreement for cause after thirty (30) days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Sub-Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under chapter 119, Florida Statutes, as amended.

b. The Division may terminate this Agreement for convenience or when it determines, in its sole discretion that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Sub-Recipient with thirty (30) calendar day's prior written notice.

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

d. In the event that this Agreement is terminated, the Sub-Recipient will not incur new obligations for the terminated portion of the Agreement after the Sub-Recipient has received the notification of termination. The Sub-Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Sub-Recipient shall not be relieved of liability to the Division because of any breach of Agreement by the Sub-Recipient. The

Division may, to the extent authorized by law, withhold payments to the Sub-Recipient for the purpose of set-off until the exact amount of damages due the Division from the Sub-Recipient is determined.

(18) PROCUREMENT

a. The Sub-Recipient shall ensure that any procurement involving funds authorized by the Agreement complies with all applicable federal and state laws and regulations, to include 2 C.F.R. §§200.318 through 200.327 as well as Appendix II to 2 C.F.R. Part 200 (entitled "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards").

b. As required by 2 C.F.R. §200.318(i), the Sub-Recipient shall "maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price."

c. As required by 2 C.F.R. §200.318(b), the Sub-Recipient shall "maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders." In order to demonstrate compliance with this requirement, the Sub-Recipient shall document, in its quarterly report to the Division, the progress of any and all subcontractors performing work under this Agreement.

d. The Sub-Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Division and Sub-Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.

e. As required by 2 C.F.R. §200.318(c)(1), the Sub-Recipient shall "maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts."

f. As required by 2 C.F.R. §200.319(a), the Sub-Recipient shall conduct any procurement under this agreement "in a manner providing full and open competition." Accordingly, the Sub-Recipient shall not:

i. Place unreasonable requirements on firms in order for them to qualify to do business;

ii. Require unnecessary experience or excessive bonding;

iii. Use noncompetitive pricing practices between firms or between affiliated companies;

iv. Execute noncompetitive contracts to consultants that are on retainer contracts;

v. Authorize, condone, or ignore organizational conflicts of interest;

vi. Specify only a brand name product without allowing vendors to offer an equivalent;

vii. Specify a brand name product instead of describing the performance, specifications, or other relevant requirements that pertain to the commodity or service solicited by the procurement;

viii. Engage in any arbitrary action during the procurement process; or,

ix. Allow a vendor to bid on a contract if that bidder was involved with developing or drafting the specifications, requirements, statement of work, invitation to bid, or request for proposals.

g. “Except in those cases where applicable Federal statutes expressly mandate or encourage” otherwise, the Sub-Recipient, as required by 2 C.F.R. §200.319(c), shall not use a geographic preference when procuring commodities or services under this Agreement.

h. The Sub-Recipient shall conduct any procurement involving invitations to bid (i.e. sealed bids) in accordance with 2 C.F.R. §200.320(d) as well as section 287.057(1)(a), Florida Statutes.

i. The Sub-Recipient shall conduct any procurement involving requests for proposals (i.e. competitive proposals) in accordance with 2 C.F.R. §200.320(2) as well as section 287.057(1)(b), Florida Statutes.

j. For each subcontract, the Sub-Recipient shall provide a written statement to the Division as to whether that subcontractor is a minority business enterprise, as defined in section 288.703, Florida Statutes. Additionally, the Sub-Recipient shall comply with the requirements of 2 C.F.R. §200.321 (“Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms”).

k. If the Sub-Recipient chooses to subcontract any of the work required under this Agreement, then the Sub-Recipient shall review its competitive solicitation and subsequent contract to be awarded for compliance with the procurement standards in 2 C.F.R. §§200.318 through 200.327 and required contract provisions in Appendix II to 2 C.F.R. Part 200. If the Sub-Recipient publishes a competitive solicitation or executes a contract that is not in compliance with the Federal procurement standards in 2 C.F.R. §§200.318 through 200.327 or the requirements of Appendix II to 2 C.F.R. Part 200, then the Sub-Recipient is on notice that the Division may:

i. Terminate this Agreement in accordance with the provisions outlined in paragraph (17) above; or,

ii. Refuse to reimburse the Sub-Recipient for any costs associated with that solicitation.

l. FEMA has developed helpful resources for subgrant recipients related to compliance with the Federal procurement standards in 2 C.F.R. §§200.318 through 200.327 and required contract

provisions in Appendix II to 2 C.F.R. Part 200. These resources are generally available at https://www.fema.gov/procurement-disaster-assistance-team.

(19) ATTACHMENTS

a. All attachments to this Agreement are incorporated as if set out fully.

b. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

c. This Agreement has the following attachments:

i. Exhibit 1 - Funding Sources
ii. Attachment A – Budget and Scope of Work
iii. Attachment B – Program Statutes and Regulations
iv. Attachment C – Statement of Assurances
v. Attachment D – Request for Advance or Reimbursement
vi. Attachment E – Justification of Advance Payment
vii. Attachment F – Quarterly Report Form
viii. Attachment G – Warranties and Representations
ix. Attachment H – Certification Regarding Debarment
x. Attachment I – Federal Funding Accountability and Transparency Act
xi. Attachment J – Mandatory Contract Provisions
xii. Attachment K – Certification Regarding Lobbying
xiii. Attachment L – Florida Accountability Contract Tracking System
xiv. Attachment M – Foreign Country of Concern Affidavit

(20) PAYMENTS

a. Any advance payment under this Agreement is subject to 2 C.F.R. §200.305 and, as applicable, section 216.181(16), Florida Statutes. All advances are required to be held in an interest-bearing account. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be included in this Agreement as Attachment E. Attachment E will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. No advance shall be accepted for processing if a reimbursement has been paid prior to the submittal of a request for advanced payment. After the initial advance, if any, payment shall be made on a reimbursement basis as needed.

b. Invoices shall be submitted at least quarterly and shall include the supporting documentation for all costs of the project or services. The final invoice shall be submitted within sixty (60) days after the expiration date of the agreement. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division grant manager as part of the Sub-Recipient's quarterly reporting as referenced in Paragraph (12) of this Agreement.

c. If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief Financial Officer or under subparagraph (9)b. of this Agreement, all obligations on the part of the Division to make any further payment of funds shall terminate, and the Sub-Recipient shall submit its closeout report within thirty (30) days of receiving notice from the Division.

(21) REPAYMENTS

a. All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management", and mailed directly to the following address:

Division of Emergency Management
Cashier
2489 Shumard Oak Boulevard
Tallahassee FL 32399-2100

b. In accordance with section 215.34(2), Florida Statutes, if a check or other draft is returned to the Division for collection, Sub-Recipient shall pay the Division a service fee of $15.00 or 5% of the face amount of the returned check or draft, whichever is greater.

(22) MANDATED CONDITIONS

a. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Sub-Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials are incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Division and with thirty (30) days written notice to the Sub-Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Sub-Recipient.

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

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

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

e. Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of $25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

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

i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded or disqualified from covered transactions by a federal department or agency;

ii. Have not, within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

iii. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph (22) f. ii. of this certification; and,

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

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

h. The Division reserves the right to unilaterally cancel this Agreement if the Sub-Recipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of chapter 119, Florida Statutes, which the Sub-Recipient created or received under this Agreement.

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

j. The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Division shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Sub-Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Division.

k. Section 287.05805, Florida Statutes, requires that any state funds provided for the purchase of or improvements to real property are contingent upon the contractor or political subdivision granting to the state a security interest in the property at least to the amount of state funds provided for at least 5 years from the date of purchase or the completion of the improvements or as further required by law.

l. The Division may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), Florida Statutes, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

m. If applicable, pursuant to Section 255.0993, Florida Statutes, the Sub-Recipient shall ensure that any iron or steel product, as defined in Section 255.0993(1)(b), Florida Statutes, that is permanently incorporated in the deliverable(s) resulting from this project, must be produced in the United States.

(23) LOBBYING PROHIBITION

a. 2 C.F.R. §200.450 prohibits reimbursement for costs associated with certain lobbying activities.

b. Section 216.347, Florida Statutes, prohibits "any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency."

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

d. The Sub-Recipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:

i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sub-Recipient, to any person for influencing or attempting to influence an officer or

employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

ii. 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 Sub-Recipient shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities."

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

iv. 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.

(24) COPYRIGHT, PATENT AND TRADEMARK

EXCEPT AS PROVIDED BELOW, ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA; AND, ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE SUB-RECIPIENT TO THE STATE OF FLORIDA.

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

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

c. Within thirty (30) days of execution of this Agreement, the Sub-Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Sub-Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is disclosed. Failure to disclose will indicate that no such property exists. The Division shall then, under Paragraph (24) b., have the right to all patents and copyrights which accrue during performance of the Agreement.

d. If the Sub-Recipient qualifies as a state university under Florida law, then, pursuant to section 1004.23, Florida Statutes, any invention conceived exclusively by the employees of the Sub-Recipient shall become the sole property of the Sub-Recipient. In the case of joint inventions, that is inventions made jointly by one or more employees of both parties hereto, each party shall have an equal, undivided interest in and to such joint inventions. The Division shall retain a perpetual, irrevocable, fully-paid, nonexclusive license, for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products, developed solely by the Sub-Recipient, under this Agreement, for Florida government purposes.

(25) LEGAL AUTHORIZATION

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

(26) EQUAL OPPORTUNITY AND MERIT-BASED SELECTION

a. In accordance with Executive Order 14173, "Ending Illegal Discrimination and Restoring Merit-Based Opportunity," the Subrecipient hereby agrees that all procurement and employment actions funded in whole or in part with federal funds shall be identity-neutral and merit-based.

i. The Subrecipient and its contractors shall not discriminate against any employee, applicant for employment, or bidder because of race, color, religion, sex, sexual orientation, gender identity, or national origin.

ii. The Subrecipient certifies that no contract award or employment decision shall be based on a demographic preference, quota, or "workforce balancing" requirement.

iii. All contract awards must be based solely on technical merit, cost-effectiveness, and the bidder's demonstrated ability to perform the work.

b. The Subrecipient acknowledges that compliance with this Section (26) is **material** to the federal government's decision to provide and reimburse funds. The Subrecipient further agrees that:

i. Failure to adhere to merit-based selection standards while certifying compliance through the submission of reimbursement requests may subject the Subrecipient to civil and/or criminal penalties under the False Claims Act (31 U.S.C. §§ 3729–3733).

ii. The Subrecipient shall include the provisions of this Section (26) in every subcontract or purchase order so that such provisions shall be binding upon each subcontractor or vendor.

iii. In the event of the Subrecipient's noncompliance with the merit-based provisions of this clause, FDEM may cancel, terminate, or suspend this Agreement in whole or in part and refer the matter to the Department of Justice for appropriate legal proceedings.

(27) COPELAND ANTI-KICKBACK ACT

The Sub-Recipient hereby agrees that, unless exempt under Federal law, it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, the following clause:

i. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

ii. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

iii. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

(28) CONTRACT WORK HOURS AND SAFETY STANDARDS

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds $100,000 and involves the employment of mechanics or laborers, then any such contract must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated

at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

(29) CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds $150,000, then any such contract must include the following provision:

> Contractor agrees to comply 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), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

(30) SUSPENSION AND DEBARMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following provisions:

> i. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
>
> ii. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
>
> iii. This certification is a material representation of fact relied upon by the Division. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Division, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
>
> iv. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

(31) BYRD ANTI-LOBBYING AMENDMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following clause:

> Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award 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.

If this subgrant agreement amount is $100,000 or more, the Sub-Recipient, and subcontractors as applicable, shall sign Attachment K – Certification Regarding Lobbying.

(32) CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

a. If the Sub-Recipient, with the funds authorized by this Agreement, seeks to procure goods or services, then, in accordance with 2 C.F.R. §200.321, the Sub-Recipient shall take the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used whenever possible:

i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs i. through v. of this subparagraph.

b. The requirement outlined in subparagraph a. above, sometimes referred to as "socioeconomic contracting," does not impose an obligation to set aside either the solicitation or award of a contract to these types of firms. Rather, the requirement only imposes an obligation to carry out and document the six affirmative steps identified above.

c. The "socioeconomic contracting" requirement outlines the affirmative steps that the Sub-Recipient must take; the requirements do not preclude the Sub-Recipient from undertaking additional steps to involve small and minority businesses and women's business enterprises.

d. The requirement to divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises, does not authorize the Sub-Recipient to break a single project down into smaller components in order to circumvent the micro-purchase or small purchase thresholds so as to utilize streamlined acquisition procedures (e.g. "project splitting").

(33) ASSURANCES

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

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

SUB-RECIPIENT: CITY OF PORT ORANGE

By: _____

Name and Title: _____

Date: _____

FEID#: _____

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____

Name and Title: Kevin Guthrie, Director

Date:_____

EXHIBIT – 1

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

Federal Program
Federal agency: **Federal Emergency Management Agency: Hazard Mitigation Grant**
Catalog of Federal Domestic Assistance title and number: **97.039**
Award amount: **$2,747,238.50**

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

- 2 C.F.R. Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- The Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. 5121 et seq., and Related Authorities
- Sections 1361(A) of the National Flood Insurance Act of 1968, 42 U.S.C. 4104c, as amended by the National Flood Insurance Reform Act of 1994, Public Law 103-325 and the Bunning-Bereuter-Blumenauer Flood Insurance Reform Act of 2004, Public Law 108-264
- 31 C.F.R. Part 205 Rules and Procedures for Funds Transfers

Federal Program:

1. Sub-Recipient is to use funding to perform the following eligible activities:
   - Elevation of flood prone structures
2. Sub-Recipient is subject to all administrative and financial requirements as set forth in this Agreement, or will be in violation of the terms of the Agreement.

Attachment A

Budget and Scope of Work

STATEMENT OF PURPOSE:

The purpose of this Scope of Work is to elevate thirteen (13) single-family residences in Port Orange, Volusia County, Florida, funded through the Hazard Mitigation Grant Program (HMGP) **DR-4673-144-R**, as approved by the Florida Division of Emergency Management (Division) and the Federal Emergency Management Agency (FEMA).

The Sub-Recipient, City of Port Orange, agrees to administer and complete the project per the application submitted by the Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient shall complete the work in accordance with all applicable Federal, State and Local Laws, Regulations and Codes.

PROJECT OVERVIEW:

As a Hazard Mitigation Grant Program project, the Sub-Recipient proposes to provide flood protection to thirteen (13) single-family residences located in Port Orange, Florida 32127 and 32129

The scope of work of the proposed project shall involve building and site preparation, along with the disconnection of utilities. The existing structures shall be raised on a new open foundation on pilings to the proposed design elevation. All utilities shall be reconnected, and service equipment shall be elevated to the required height. Appropriate means of ingress and egress shall be constructed to access the elevated living spaces at each property. The City of Port Orange also proposes to install ADA-complaint access consisting of lift platforms medically required for homeowners at 105 Judges Lane, Port Orange, Florida 32129; 5715 Riverside Drive, Port Orange, Florida 32127; 5951 Riverside Drive, Port Orange, Florida 32127 and 8 Venetian Circle, Port Orange, Florida 32127.

The habitable living areas of the original structure shall be elevated, and the non-habitable areas (if any) shall be converted to storage or parking. The project shall be designed and constructed in compliance with the Florida Building Code, ASCE 24-14 or latest edition, the Federal Flood Risk Management Standards (FFRMS), National Flood Insurance Program (NFIP) standards in 44 CFR, Part 60 and/or local floodplain ordinances or any other applicable local regulations.

The project shall provide protection against a 100-year storm event. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

Project Locations:

ID#	Location	Coordinates
1)	795 Biro Drive, Port Orange, Florida 32129	29.14442, -81.00528
2)	111 Fleming Avenue, Port Orange, Florida 32127 (a)	29.13440, -80.98161
3)	111 Fleming Avenue, Port Orange, Florida 32127 (b)	29.13446, -80.98169
4)	216 Grant Street, Port Orange, Florida 32127	29.13933, -80.98679
5)	105 Judges Lane, Port Orange, Florida 32129	29.14212, -80.99997
6)	5028 Palmetto Street, Port Orange, Florida 32127	29.13378, -80.98205
7)	5088 Palmetto Street, Port Orange, Florida 32127	29.13115, -80.98100
8)	524 Powers Avenue, Port Orange, Florida 32127	29.13996, -80.99321
9)	894 Reservation Court, Port Orange, Florida 32129	29.14769, -81.00589
10)	5715 Riverside Drive, Port Orange, Florida 32127	29.11329, -80.97156
11)	5817 Riverside Drive, Port Orange, Florida 32127	29.11173, -80.97022
12)	5951 Riverside Drive, Port Orange, Florida 32127	29.10649, -80.96832
13)	8 Venetian Circle, Port Orange, Florida 32127	29.15064, -80.97372

TASKS & DELIVERABLES:

A) Tasks:

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

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

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

   The Sub-Recipient shall ensure that no contractors or subcontractors are debarred or suspended from participating in federally funded projects.

   The selected contractor shall have a current and valid occupational license/business tax receipt issued for the type of services being performed.

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

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

   Executed contracts with contractors and/or subcontractors shall be provided to the Division by the Sub-Recipient.

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

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

   The project shall be implemented in accordance with conceptual designs and construction plans previously presented to the Division by the Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient shall ensure that all applicable state, local and federal laws and regulations are followed and documented, as appropriate.

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

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

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

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

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

a) Local Building Official Building Permit.

b) A Copy of the Certificate of Occupancy or copy of the Local Building Official Inspection Report and Final Approval, as applicable.

    1. Certifying that the structure is code-compliant.

c) A Copy of the Elevation Certificate before mitigation, if available.

d) A Copy of the Final Elevation Certificate (FEMA Form ff-206-fy-22-152), after mitigation – ensuring the structure has been elevated to the proper elevation.

e) All Product Specification / Data Sheets (technical standards) satisfying protective requirements on all products utilized.

f) Signed notices from the affected property owner in the Special Flood Hazard Area (SFHA) that the Sub-Recipient shall record a Deed Notice applicable to their property, as described in section (h), below, and that they shall maintain flood insurance.

g) Verification that the property located within a SFHA is covered by an NFIP flood insurance policy to the amount at least equal to the project cost or to the maximum limit of coverage made available with respect to the particular property, whichever is less.

h) Confirmation that the Sub-Recipient (or property owner) has legally recorded with the county or appropriate jurisdiction's land records a notice that includes the name of the current property owner (including book/page reference to record of current title, if readily available), a legal description of the property, and the following notice of flood insurance requirements:

    "This property has received Federal hazard mitigation assistance. Federal law requires that flood insurance coverage on this property must be maintained during the life of the property regardless of transfer of ownership of such property. Pursuant to 42 U.S.C. 5154a, notwithstanding any other provision of law, no Federal disaster relief assistance made available in a flood disaster area may be used to make a payment (including any loan assistance payment) to a person for repair, replacement, or restoration for damage to any personal, residential, or commercial property if that person at any time has received flood disaster assistance that was conditional on the person first having obtained flood insurance under applicable Federal law and subsequently having failed to obtain and maintain flood insurance as required under applicable Federal law on such property. The property owner is also required to maintain this property in accordance with the floodplain management criteria of 44 CFR Section 60.3 and any city/county ordinance."

i) Letter verifying if prehistoric or historic artifacts, intact archaeological features or deposits, or human remains were discovered during project activities and, if so, how they were handled in accordance with Florida Statutes, Section 872.05.

j) Letter verifying compliance that all construction activities occurred within the existing footprint of the properties and equipment was staged outside the areas designated as floodplain.

k) Copy of floodplain permit and verification of compliance; if no permit was needed, a letter stating "No Permit Required" from the local floodplain administrator obtained prior to project commencement.

l) Proof of compliance with Project Conditions and Requirements contained herein.

3) During the course of this agreement, the Sub-Recipient shall submit requests for reimbursement. Adequate and complete source documentation shall be submitted to support all costs (federal share and local share) related to the project. In some cases, not all project activities may be fully complete prior to requesting reimbursement of costs incurred in completion of this scope of work; however, a partial reimbursement may be requested.

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

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

Construction Expense: The Sub-Recipient shall pre-audit bills, invoices, and/or charges submitted by the contractors and subcontractors and pay the contractors and subcontractors for approved bills, invoices, and/or charges. Sub-Recipient shall ensure that all contractor/subcontractor bills, invoices, and/or charges are legitimate and clearly identify the activities being performed and associated costs.

Sub-Recipient Management Costs (SRMC) expenditure must adhere to FEMA Policy #104-11-1 HMGP Management Costs (Interim) signed November 14, 2018. FEMA defines management costs as any: Indirect costs, Direct administrative costs, and other administrative expenses associated with a specific project. Administrative costs are expenses incurred by a Sub-Recipient in managing and administering the federal award to ensure that federal, state requirements are met including: solicitation, development, review, and processing of sub-applications; delivery of technical assistance; quarterly progress and fiscal reporting; project monitoring; technical monitoring; compliance activities associated with federal procurement requirements; documentation of quality of work verification for quarterly reports and closeout; payment of claims; closeout review and liquidation; and records retention.

Any activities that are directly related to a project are not eligible under management costs. For example, architectural, engineering, and design services are project costs and cannot be included under management costs. Similarly, construction management activities that manage, coordinate, and supervise the construction process from project scoping to project completion are project costs. These activities cannot be included under management costs.

Due to Strategic Funds Management (SFM), SRMC Interim Policy requires management costs to be obligated in increments sufficient to cover Sub-Recipient needs, for no more than one year, unless contractual agreements require additional funding. FEMA has established a threshold where annual increments will be applied to larger awards allowing smaller awards to be fully obligated. Obligations will be handled by the size of the total subaward.

The Sub-Recipient shall pre-audit all SRMC source documentation – personnel, fringe benefits, travel, equipment, supplies, contractual, and indirect costs. A brief narrative is required to identify what the funds will be used for. Documentation shall be detailed and clearly describe each approved task performed, hours devoted to each task, and the hourly rate charged including enough information to calculate the hourly rates based on payroll records. Employee benefits and tasks shall be clearly shown on the Personnel Activity Form, and all Personnel or Contractual SRMC shall be invoiced separate from all other project costs.

Project Management Expenses (only applies to disasters prior to August 1, 2017, all others adhere to FEMA Policy #104-11-1 for SRMC): The Sub-Recipient shall pre-audit source documentation such as

payroll records, project time sheets, attendance logs, etc. Documentation shall be detailed information describing tasks performed, hours devoted to each task, and the hourly rate charged for each hour including enough information to calculate the hourly rates based on payroll records. Employee benefits shall be clearly shown.

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

Review and approval of any third-party in-kind services, if applicable, shall be conducted by the Division in coordination with the Sub-Recipient.

Quarterly reports shall be submitted by the Sub-Recipient and received by the Division at the times provided in this agreement prior to the processing of any reimbursement.

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

a) Contractor, subcontractor, and/or vendor invoices which clearly display dates of services performed, description of services performed, location of services performed, cost of services performed, name of service provider and any other pertinent information;

b) Proof of payment from the Sub-Recipient to the contractor, subcontractor, and/or vendor for invoiced services;

c) Clear identification of amount of costs being requested for reimbursement as well as costs being applied against the local match amount.

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

B) Deliverables:

Mitigation Activities consist of elevation of thirteen (13) single-family residences located in Port Orange, Florida 32127 and 32129, to include building and site preparation, along with the disconnection and reconnection of utilities.

The habitable living areas of the original structure shall be elevated, and the non-habitable areas (if any) shall be converted to storage or parking. The project shall be designed and constructed in compliance with the Florida Building Code, ASCE 24-14 or latest edition, the Federal Flood Risk Management Standards (FFRMS), NFIP standards in 44 CFR, Part 60 and/or local floodplain ordinances or any other applicable local regulations.

The project shall provide protection against a 100-year storm event. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

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

PROJECT CONDITIONS AND REQUIREMENTS:

C) Engineering:

1) The Sub-Recipient shall submit to the Division an official letter stating that the project is 100% complete and ready for the Division's Final Inspection of the project.

2) The Sub-Recipient shall provide a copy of the Notice of Commencement, and a copy of the Certificate of Occupancy or any local official Inspection Report and/or Final Approval, as applicable.

3) The Sub-Recipient shall provide a copy of the Elevation Certificate prepared before mitigation, if available.

4) The Sub-Recipient shall submit a copy of the Elevation Certificate prepared after mitigation, showing the Base Flood Elevation and the elevation of all components.

5) The Sub-Recipient shall submit all Product Specifications / Data Sheet(s) (technical standards) satisfying protect requirements on all products utilized.

6) All installations shall be done in strict compliance with the Florida Building Code or any local codes and ordinances. All materials shall be certified to exceed the wind and impact standards of the current local codes.

7) The Sub-Recipient shall follow all applicable State, Local and Federal Laws, Regulations and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate Federal, State, and Local permits and clearances may jeopardize federal funding.

D) <u>Environmental:</u>

1) Sub-Recipient shall follow all applicable state, local and federal laws, regulations and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding.

2) Any change, addition or supplement to the approved Scope of Work that alters the project (including other work not funded by FEMA, but done substantially at the same time), regardless of the budget implications, shall require re-submission of the application to FEMA through the Division for National Environmental Policy Act (NEPA) and National Historic Preservation Act (NHPA) re-evaluation before starting project work.

3) The Sub-Recipient shall monitor ground-disturbing activities during construction, and if any potential archeological resources are discovered, shall immediately cease construction in that area and notify the Division and FEMA.

   If human remains or intact archaeological features or deposits (e.g., arrowheads, pottery, glass, metal, etc.) are uncovered, work in the vicinity of the discovery shall stop immediately and all reasonable measures to avoid or minimize harm to the finds shall be taken. The Sub-Recipient shall ensure that archaeological discoveries are secured in place, that access to the sensitive area is restricted, and that all reasonable measures are taken to avoid further disturbance of the discoveries.

   The Sub-Recipient's contractor shall provide immediate notice of such discoveries to the Sub-Recipient. The Sub-Recipient shall notify the Florida Division of Historic Resources, the Division, and FEMA within 24 hours of the discovery. Work in the vicinity of the discovery may not resume until FEMA and the Division have completed consultation with SHPO, Tribes, and other consulting parties as necessary.

   In the event that unmarked human remains are encountered during permitted activities, all work shall stop immediately, and the proper authorities notified in accordance with ***Florida Statutes, Section 872.05***.

4) If prehistoric or historic artifacts, such as pottery or ceramics, projectile points, dugout canoes, metal implements, historic building materials, or any other physical remains that could be associated with Native American, early European, or American settlement are encountered at any time within the project site area, the permitted project shall cease all activities involving subsurface disturbance in the vicinity of the discovery. The Sub-Recipient shall contact the Florida Department of State, Division of Historical Resources, Compliance Review Section at (850)-245-6333. Project activities shall not

resume without verbal and/or written authorization. In the event that unmarked human remains are encountered during permitted activities, all work shall stop immediately and the proper authorities notified in accordance with ***Section 872.05, Florida Statutes***.

5) The Sub-Recipient must obtain a floodplain permit from the local floodplain administrator before work begins. Failure to comply with these conditions may jeopardize FEMA funding; verification of compliance shall be required at project closeout.

6) All construction activities must occur within the existing footprint of the property. There shall be no staging of equipment in the areas designated as a floodplain. Failure to comply with these conditions may jeopardize FEMA funding; verification of compliance shall be required at project closeout.

7) Construction vehicles and equipment used for this project shall be maintained in good working order to minimize pollutant emissions.

E) <u>Programmatic:</u>

1) A change in the scope of work *must* be approved by the Division and FEMA in advance regardless of the budget implications.

2) The Sub-Recipient must notify the Division as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower costs or earlier completion.

3) The Sub-Recipient must "obtain prior written approval for any budget revision which would result in a need for additional funds" [44 CFR 13(c)], from the Division and FEMA.

4) Project is approved with the condition that the enclosed list of deliverables shall be submitted, 30 days prior to the Period of Performance date, for review and approval by the Division, for submittal to FEMA for closeout.

5) Any extension of the Period of Performance shall be submitted to FEMA 60 days prior to the expiration date. Therefore, any request for a Period of Performance Extension shall be in writing and submitted, along with substantiation of new expiration date and a new schedule of work, to the Division a minimum of seventy (70) days prior to the expiration date, for Division processing to FEMA.

6) The Sub-Recipient must avoid duplication of benefits between the HMGP and any other form of assistance, as required by Section 312 of the Stafford Act, and further clarification in 44 CFR 206.191.

7) A copy of the executed subcontract agreement must be forwarded to the Division within 10 days of execution.

8) A copy of the recorded deed amendment for each property as required by HMA Guidance.

9) For structures located in the Special Flood Hazard Area (SFHA), the Sub-Recipient shall verify if the proposed project triggers a substantial improvement and confirm that the project will be in compliance with the current local floodplain management ordinance.

10) For structures that remain in the SFHA after implementation, flood insurance must be maintained for the life of the structure to an amount at least equal to the project cost or to the maximum limit of coverage made available with respect to the particular properties.

Confirmation that the Sub-Recipient (or property owner) has legally recorded with the county or appropriate jurisdiction's land records a notice that includes the name of the current property owner (including book/page reference to record of current title, if readily available), a legal description of the property, and the following notice of flood insurance requirements:

"This property has received Federal hazard mitigation assistance. Federal law requires that flood insurance coverage on this property must be maintained during the life of the property regardless of transfer of ownership of such property. Pursuant to 42 U.S.C. 5154a, notwithstanding any other provision of law, no Federal disaster relief assistance made available in a flood disaster area may be

used to make a payment (including any loan assistance payment) to a person for repair, replacement, or restoration for damage to any personal, residential, or commercial property if that person at any time has received flood disaster assistance that was conditional on the person first having obtained flood insurance under applicable Federal law and subsequently having failed to obtain and maintain flood insurance as required under applicable Federal law on such property. The property owner is also required to maintain this property in accordance with the floodplain management criteria of 44 CFR Section 60.3 and any city/county ordinance."

11) Prior to project commencement, the Sub-Recipient must identify the source and location of fill material and provide this information to the Division and FEMA. If the borrow pit is privately owned, or is located on previously undisturbed land, or if the fill is obtained by the horizontal expansion of a pre-existing borrow pit, FEMA consultation with the State Historic Preservation Officer shall be required. Failure to comply with this condition may jeopardize FEMA funding; verification of compliance shall be required prior to project commencement AND for project closeout.

12) The Sub-Recipient must obtain a floodplain permit from the local floodplain administrator before work begins. Failure to comply with these conditions may jeopardize FEMA funding; verification of compliance shall be required at project closeout.

13) A certificate of occupancy and the final Elevation Certificate (FEMA Form - Elevation Certificate -ff-206-fy-22-152) for each structure on the project to certify the structure is code compliant and was elevated to the required elevation.

14) A copy of the recorded deed for each property, including structure elevation project deed requirements for property maintenance and flood insurance requirements.

15) A signed Acknowledgement of Conditions for Properties Using FEMA Hazard Mitigation Assistance form for each structure.

16) A certification from a building official or licensed design professional verifying that the structure was designed and constructed to the minimum standard of the two most recently published editions of the International Codes, even in locations where no code has been adopted.

17) Front, rear and side photographs of the final structure(s), including the date of the photograph, property address, latitude/longitude to the nearest sixth decimal place and the source of the photograph.

18) Verification of flood insurance policy for each structure.

19) Closeout of structural elevation project, the Sub-Recipient shall provide:

    a) Updated property information for each location.

    b) A Certificate of Occupancy, certifying that each structure is code-compliant.

    c) A Final Elevation Certificate (FEMA Form FF-206-FY-22-152) for each structure to ensure the structure has been elevated to the proper elevation.

20) The Sub-Recipient must ensure that persons responsible for the management of this grant, including the designated Point of Contact (POC), staff, and consultants, attend the Division's Sub-Recipient Responsibility Review training at least once every thirty-six (36) months. Any change in the Sub-Recipient's Point of Contact (POC), or in any other person responsible for the management of this grant, shall require the newly designated individual to also fulfill this training requirement by attending the Division's Sub-Recipient Responsibility Review training at least once every thirty-six (36) months, or by having completed it within the last thirty-six (36) months.

21) Special Conditions required on implementation of project:

    a) **EO 11988 CONDITION:** The Sub-Recipient must obtain floodplain permit from the local floodplain administrator before work begins. Failure to comply with these conditions may jeopardize FEMA funding; verification of compliance shall be required at project closeout. **Source of condition:** Executive Order 11988 – Floodplains **Monitoring Required: No**

b) **EO 11988 CONDITION:** This project is subject to the HMA FFRMS Partial Implementation Policy requirements. At a minimum, the structure must be protected to the lower of the Base Flood Elevation (BFE) plus two feet of freeboard or the 0.2 percent annual-chance flood elevation, whichever is lower. Sub-Recipient must coordinate with the local floodplain administrator and obtain any required permits prior to initiating work as well as provide a final elevation or flood proofing certificate after construction is completed. **Source of condition:** Executive Order 11988 – Floodplains **Monitoring Required: No**

c) **NHPA CONDITION:** If prehistoric or historic artifacts, such as pottery or ceramics, projectile points, dugout canoes, metal implements, historic building materials, or any other physical remains that could be associated with Native American, early European, or American settlement are encountered at any time within the project site area, the permitted project shall cease all activities involving subsurface disturbance in the vicinity of the discovery. The Sub-Recipient shall contact the Florida Department of State, Division of Historical Resources, Compliance Review Section at (850)-245-6333. Project activities shall not resume without verbal and/or written authorization. In the event that unmarked human remains are encountered during permitted activities, all work shall stop immediately, and the proper authorities notified in accordance with Section 872.05, Florida Statutes. **Source of condition:** National Historic Preservation Act (NHPA) **Monitoring Required: No**

d) **NHPA CONDITION:** If human remains or intact archaeological features or deposits (e.g., arrowheads, pottery, glass, metal, etc.) are uncovered, work in the vicinity of the discovery will stop immediately and all reasonable measures to avoid or minimize harm to the finds will be taken. The Sub-Recipient will ensure that archaeological discoveries are secured in place, that access to the sensitive area is restricted, and that all reasonable measures are taken to avoid further disturbance of the discoveries. The Sub-Recipient's contractor will provide immediate notice of such discoveries to the Sub-Recipient. The Sub-Recipient shall contact the Florida Division of Historic Resources and FEMA within 24 hours of the discovery. Work in the vicinity of the discovery may not resume until FEMA has completed consultation with SHPO, Tribes, and other consulting parties as necessary. In the event that unmarked human remains are encountered during permitted activities; all work shall stop immediately, and the proper authorities notified in accordance with Florida Statutes, Section 872.05. **Source of condition:** National Historic Preservation Act (NHPA) **Monitoring Required: No**

22) Sub-Recipient Management Costs (SRMC), implemented under the Disaster Relief and Recovery Act of 2018 (DRRA), amended Section 324 of the Stafford Act, and the Hazard Mitigation Grant Program Management Costs (Interim) FEMA Policy 104-11-1, provides 100% federal funding under HMGP to Sub-Recipients to efficiently manage the grant and complete activities in a timely manner.

a) SRMC must conform to 2 CFR Part 200, Subpart E, applicable program regulations, and Hazard Mitigation Assistance (HMA) Guidance (2015), ensuring costs are reasonable, allowable, allocable and necessary to the overall project.

b) Funding is for approved indirect costs, direct administrative costs, and administrative expenses associated with this specific project and shall have adequate documentation.

c) SRMC cannot exceed 5% of the total project costs awarded.

d) SRMC is 100% federally funded and will be reimbursed based on actual costs incurred for each individual Request for Reimbursement (RFR) submitted with the required documentation.

e) SRMC shall be reconciled against actual costs on a quarterly basis and annual basis.

f) If the Final Project Reconciliation results in a reduction of total project costs, any resulting SRMC overpayment shall be reimbursed back to the State for return to FEMA prior to FEMA Closeout.

This is FEMA project number **4673-144-R.** It is funded under HMGP, FEMA-4673-DR-FL and must adhere to all program guidelines established for the HMGP in accordance with the PAS Operational Agreement for Disaster 4673.

FEMA awarded this project on March 10, 2026, and the Period of Performance for this project shall end on **May 31, 2028**.

F) FINANCIAL CONSEQUENCES:

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

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

SCHEDULE OF WORK

State Contracting:	3	Months
Construction Plan/Technical Specifications:	2	Months
Bidding / Local Procurement:	3	Months
Permitting:	2	Months
Construction / Installation:	9	Months
Local Inspections / Compliance:	3	Months
State Final Inspection / Compliance:	2	Months
Closeout Compliance:	2	Months
Total Period of Performance:	**26**	**Months**

BUDGET

Line Item Budget*

	Project Cost	Federal Cost	Non-Federal Cost
Materials:	$1,661,688.00	$1,246,266.00	$415,422.00
Labor:	$1,647,417.00	$1,235,562.75	$411,854.25
Fees:	$239,213.00	$179,409.75	$59,803.25
Initial Agreement Amount:	**$3,548,318.00**	**$2,661,238.50**	**$887,079.50**
***Contingency Funds:	$0.00	$0.00	$0.00
Project Total:	**$3,548,318.00**	**$2,661,238.50**	**$887,079.50**
****SRMC**			
SRMC:	$50,000.00	$50,000.00	
SRMC-Pre-Award:	$36,000.00	$36,000.00	
SRMC Total:	**$86,000.00**	**$86,000.00**	

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

*** ***This project has an estimated $0.00 in contingency funds.*** *Per FEMA Hazard Mitigation Assistance Guidance Part VI, D.3.4 – Contingency funds are not automatically available for use. Prior to their release, contingency funds must be re-budgeted to another direct cost category and identified. Post-award changes to the budget require prior written approval from the Division (FDEM). The written request should demonstrate what unforeseen condition related to the project arose that required the use of contingency funds.*

Project Management costs are included for this project in the amount of $0.00.

**** ***Sub-Recipient Management Costs (SRMC) are included for this project in the amount of $86,000.00 in Federal funding.*** *Per the Hazard Mitigation Grant Program Interim FEMA Policy 104-11-1, SRMC provides HMGP funding to Sub-Recipients to efficiently manage the grant and complete activities in a timely manner. SRMC must conform to 2 CFR Part 200, Subpart E, ensuring costs are reasonable, allowable, allocable and necessary to the overall project.*

SRMC cannot exceed 5% of the approved total project costs awarded and shall be reimbursed at 5% for each Request for Reimbursement (RFR) submitted with the required documentation.

If the Final Project Reconciliation results in a reduction of total project costs, any resulting SRMC overpayment shall be reimbursed back to the State for return to FEMA prior to FEMA Closeout.

*This project has a **SRMC Pre-Award,** approved by FEMA in the amount of $36,000.00, with a start date of **June 20, 2023**.*

ID#	Address	Budget per address	Federal Share
1)	795 Biro Drive, Port Orange, Florida 32129	$313,936.00	$235,452.00
2)	111 Fleming Avenue, Port Orange, Florida 32127 (a)	$218,000.00	$163,500.00
3)	111 Fleming Avenue, Port Orange, Florida 32127 (b)	$32,000.00	$24,093.75
4)	216 Grant Street, Port Orange, Florida 32127	$232,540.00	$174,405.00
5)	105 Judges Lane, Port Orange, Florida 32129	$317,840.00	$238,380.00
6)	5028 Palmetto Street, Port Orange, Florida 32127	$204,076.00	$153,057.00

7)	5088 Palmetto Street, Port Orange, Florida 32127	$262,620.00	$196,965.00
8)	524 Powers Avenue, Port Orange, Florida 32127	$209,740.00	$157,305.00
9)	894 Reservation Court, Port Orange, Florida 32129	$403,717.00	$302,787.75
10)	5715 Riverside Drive, Port Orange, Florida 32127	$392,064.00	$294,048.00
11)	5817 Riverside Drive, Port Orange, Florida 32127	$275,190.00	$206,392.50
12)	5951 Riverside Drive, Port Orange, Florida 32127	$413,459.00	$310,094.25
13)	8 Venetian Circle, Port Orange, Florida 32127	$273,011.00	$204,758.25

Funding Summary Totals

Federal Share:	$2,661,238.50	(75.00%)
Non-Federal Share:	$887,079.50	(25.00%)
Total Project Cost:	**$3,548,318.00**	**(100.00%)**
SRMC (100% Federal)	$86,000.00	

Attachment B

Program Statutes and Regulations

The parties to this Agreement and the Hazard Mitigation Grant Program (HMGP) are generally governed by the following statutes and regulations:

(1) The Robert T. Stafford Disaster Relief and Emergency Assistance Act;

(2) 44 C.F.R. 7, 9, 18, 25, and 206. Reference (Title 44, up to date as of August 18, 2023, and last amended January 9, 2023.), and any other applicable FEMA policy memoranda and guidance documents;

(3) State of Florida Administrative Plan for the Hazard Mitigation Grant Program;

(4) The applicable Hazard Mitigation Assistance Program and Policy Guide (HMA Guide);

(5) All applicable laws and regulations delineated in Attachment C of this Agreement.

In addition to the above statutes and regulations, the Sub-recipient must comply with the following:

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

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

The Sub-recipient will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the completed work conforms with the approved plans and specifications and will furnish progress reports and such other information to HMGP as may be required.

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

(1) The property will be dedicated and maintained in perpetuity for a use that is compatible with open space, recreational, or wetlands management practices;

(2) No new structure will be erected on property other than:
   a. a public facility that is open on all sides and functionally related to a designed open space;
   b. a restroom; or

(3) A structure that the Director of the Federal Emergency Management Agency approves in writing before the commencement of the construction of the structure;

(4) After the date of the acquisition or relocation no application for disaster assistance for any purpose will be made to any Federal entity and no disaster assistance will be provided for the property by any Federal source; and

(5) If any of these covenants and restrictions is violated by the owner or by some third party with the knowledge of the owner, fee simple title to the Property described herein shall be conveyed to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida without further notice to the owner, its successors and assigns, and the owner, its successors and assigns shall forfeit all right, title and interest in and to the property.

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

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

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

(1) For Construction projects, the grantee must “obtain prior written approval for any budget revision which result in a need for additional funds” (2 C.F.R. § 200.308);

(2) A change in the Scope of Work must be approved by FEMA in advance regardless of the budget implications; and

(3) The Sub-recipient must notify the State as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower cost or earlier completion. Any extensions of the period of performance must be submitted to FEMA ninety (90) calendar days prior to the project expiration date. Reference the applicable Hazard Mitigation Assistance Program and Policy Guide (HMA Guide) Award Extensions guidance.

The Sub-recipient assures that it will comply with the following statutes and regulations to the extent applicable:

(1) 53 Federal Register 8034
(2) Federal Acquisition Regulations 31.2
(3) Section 1352, Title 31, US Code
(4) Chapter 473, Florida Statutes
(5) Chapter 215, Florida Statutes
(6) Section 768.28, Florida Statutes
(7) Chapter 119, Florida Statutes

(8) Section 216.181(6), Florida Statutes
(9) Cash Management Improvement Act of 1990
(10) American with Disabilities Act
(11) Section 112.061, Florida Statutes
(12) Immigration and Nationality Act
(13) Section 286.011, Florida Statutes
(14) 2 C.F.R. Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
(15) Uniform Relocation Assistance and Real Property Acquisitions Act of 1970
(16) Title I of the Omnibus Crime Control and Safe Streets Act of 1968
(17) Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act
(18) Omnibus Crime Control and Safe Streets Act of 1968, as amended
(19) Victims of Crime Act (as appropriate)
(20) Section 504 of the Rehabilitation Act of 1973, as amended
(21) Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990)
(22) Department of Justice regulations on disability discrimination, 28 C.F.R., Part 35 and Part 39
(23) 42 U.S.C. 5154a

Attachment C

Statement of Assurances

To the extent the following provisions apply to this Agreement, the Sub-recipient certifies that:

(a) It possesses legal authority to enter into this Agreement and to carry out the proposed program;

(b) Its governing body has duly adopted or passed as an official act of resolution, motion or similar action authorizing the execution of the hazard mitigation agreement with the Division of Emergency Management (DEM), including all understandings and assurances contained in it, and directing and authorizing the Sub-recipient's chief administrative officer or designee to act in connection with the application and to provide such additional information as may be required;

(c) No member of or delegate to the Congress of the United States, and no Resident Commissioner, shall receive any share or part of this Agreement or any benefit. No member, officer, or employee of the Sub-recipient or its designees or agents, no member of the governing body of the locality in which this program is situated, and no other public official of the locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year after, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds, for work be performed in connection with the program assisted under this Agreement. The Sub-recipient shall incorporate, in all contracts or subcontracts a provision prohibiting any interest pursuant to the purpose stated above;

(d) All Sub-recipient contracts for which the State Legislature is in any part a funding source, shall contain language to provide for termination with reasonable costs to be paid by the Sub-recipient for eligible contract work completed prior to the date the notice of suspension of funding was received by the Sub-recipient. Any cost incurred after a notice of suspension or termination is received by the Sub-recipient may not be funded with funds provided under this Agreement unless previously approved in writing by the Division. All Sub-recipient contracts shall contain provisions for termination for cause or convenience and shall provide for the method of payment in such event;

(e) It will comply with:

(1) Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. 327 et seq., requiring that mechanics and laborers (including watchmen and guards) employed on federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty hours in a work week; and

(2) Federal Fair Labor Standards Act, 29 U.S.C. Section 201 et seq., requiring that covered employees be paid at least minimum prescribed wage, and also that they be paid one and one-half times their basic wage rates for all hours worked in excess of the prescribed work-week.

(f) It will comply with

(1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), and the regulations issued pursuant thereto, which provides that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Sub-recipient received Federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Sub-

recipient, this assurance shall obligate the Sub-recipient, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits;

(2) Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age or with respect to otherwise qualifies handicapped individuals as provided in Section 504 of the Rehabilitation Act of 1973;

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

(h) It will comply with the Anti-Kickback Act of 1986, 41 U.S.C. Chapter 87 which outlaws and prescribes penalties for "kickbacks" of wages in federally financed or assisted construction activities;

(i) It will comply with the provisions of 5 U.S.C. 7323 (further known as the Hatch Act) which limits the political activities of employees;

(j) It will comply with the flood insurance purchase and other requirements of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 50, including requirements regarding the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance;

For sites located within Special Flood Hazard Areas (SFHA), the Sub-recipient must include a FEMA Model Acknowledgement of Conditions of Mitigation of Property in a Special Flood Hazard Area with FEMA Grant Funds executed by the title holder with the closeout request verifying that certain SFHA requirements were satisfied on each of the properties. The Model Acknowledgement can be found at www.fema.gov/governmenta/grant/sfha_conditions.shtm

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

(l) It will, in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (54 U.S.C.), Executive Order 11593, 36 C.F.R., Part 800, and the Preservation of Archaeological and Historical Data Act of 1966 (54 U.S.C. 3125) by:

(1) Consulting with the State Historic Preservation Office to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 C.F.R., Section 800.8) by the proposed activity; and

(2) Complying with all requirements established by the State to avoid or mitigate adverse effects upon such properties.

(3) Abiding by the terms and conditions of the **"Programmatic Agreement Among the Federal Emergency Management Agency, the Florida State Historic Preservation Office, the Florida Division of Emergency Management and the Advisory Council on Historic Preservation, (PA)"** which addresses roles and responsibilities of Federal and State entities in implementing Section 106 of the National Historic Preservation Act (NHPA), 54 U.S.C., and implementing regulations in 36 C.F.R., Part 800.

(4) When any of the Sub-recipient's projects funded under this Agreement may affect a historic property, as defined in 36 C.F.R., Part 800.16 (I)(1), the Federal Emergency Management Agency (FEMA) may require the Sub-recipient to review the eligible scope of work in consultation with the State Historic Preservation Office (SHPO) and suggest methods of repair or construction that will conform with the recommended approaches set out in the **Secretary of Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings 1992 (Standards),** the **Secretary of the Interior's Guidelines for Archeological Documentation (Guidelines)** (48 Federal Register 44734-37), or any other applicable Secretary of Interior standards. If FEMA determines that the eligible scope of work will not conform with the **Standards**, the Sub-recipient agrees to participate in consultations to develop, and after execution by all parties, to abide by, a written agreement that establishes mitigation and recondition measures, including but not limited to, impacts to archeological sites, and the salvage, storage, and reuse of any significant architectural features that may otherwise be demolished.

(5) The Sub-recipient agrees to notify FEMA and the Division if any project funded under this Agreement will involve ground disturbing activities, including, but not limited to: subsurface disturbance; removal of trees; excavation of footings and foundations, and installation of utilities (such as water, sewer, storm drains, electrical, gas, leach lines and septic tanks) except where these activities are restricted solely to areas previously disturbed by the installation, replacement or maintenance of such utilities. FEMA will request the SHPO's opinion on the potential that archeological properties may be present and be affected by such activities. The SHPO will advise the Sub-recipient on any feasible steps to be accomplished to avoid any National Register eligible archeological property or will make recommendations for the development of a treatment plan for the recovery or archeological data from the property.

If the Sub-recipient is unable to avoid the archeological property, develop, in consultation with SHPO, a treatment plan consistent with the **Guidelines** and take into account the Advisory Council on Historic Preservation (Council) publication "Treatment of Archeological Properties". The Sub-recipient shall forward information regarding the treatment plan to FEMA, the SHPO and the Council for review. If the SHPO and the Council do not object within fifteen (15) calendar days of receipt of the treatment plan, FEMA may direct the Sub-recipient to implement the treatment plan. If either the Council or the SHPO object, Sub-recipient shall not proceed with the project until the objection is resolved.

(6) The Sub-recipient shall notify the Division and FEMA as soon as practicable: (a) of any changes in the approved scope of work for a National Register eligible or listed property; (b) of all changes to a project that may result in a supplemental DSR or modify a HMGP project for a National Register eligible or listed property; (c) if it appears that a project funded under this Agreement will affect a previously unidentified property that may be eligible for inclusion in the National Register or affect a known historic property in an unanticipated manner. The Sub-recipient acknowledges that FEMA may require the Sub-recipient to stop construction in the vicinity of the discovery of a previously unidentified property that may eligible for inclusion in the National Register or upon learning that construction may affect a known historic property in an unanticipated manner. The Sub-recipient further acknowledges that FEMA may require the Sub-recipient to take all reasonable measures to avoid or minimize harm to such property until FEMA concludes

consultation with the SHPO. The Sub-recipient also acknowledges that FEMA will require, and the Sub-recipient shall comply with, modifications to the project scope of work necessary to implement recommendations to address the project and the property.

(7) The Sub-recipient acknowledges that, unless FEMA specifically stipulates otherwise, it shall not receive funding for projects when, with intent to avoid the requirements of the PA or the NHPA, the Sub-recipient intentionally and significantly adversely affects a historic property, or having the legal power to prevent it, allowed such significant adverse effect to occur.

(m) It will comply with applicable provisions of the following laws and policies prohibiting discrimination:

(1) Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination based on race, color, or national origin (including limited English proficiency).

(2) Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination based on disability.

(3) Title IX of the Education Amendments Act of 1972, as amended, which prohibits discrimination based on sex in education programs or activities.

(4) Age Discrimination Act of 1975, which prohibits discrimination based on age.

(5) U.S. Department of Homeland Security regulation 6 C.F.R. Part 19, which prohibits discrimination based on religion in social service programs.

(n) It will comply with Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;

(o) It will comply with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, (42 U.S.C. 4541-45-94) relating to nondiscrimination on the basis of alcohol abuse or alcoholism;

(p) It will comply with 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;

(q) It will comply with Lead-Based Paint Poison Prevention Act (42 U.S.C. 4821 et seq.) which prohibits the use of lead based paint in construction of rehabilitation or residential structures;

(r) It will comply with the Energy Policy and Conservation Act (P.L. 94-163; 42 U.S.C. 6201-6422), and the provisions of the State Energy Conservation Plan adopted pursuant thereto;

(s) It will comply with the Laboratory Animal Welfare Act of 1966, (7 U.S.C. 2131-2159), pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by an award of assistance under this Agreement;

(t) It will comply with Title VIII of the Civil Rights Act of 1968, (42 U.S.C 2000c and 42 U.S.C. 3601-3619), as amended, relating to non-discrimination in the sale, rental, or financing of housing, and Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color or national origin;

(u) It will comply with the Clean Air Act of 1955, as amended, 42 U.S.C. 7401-7675;

(v) It will comply with the Clean Water Act of 1977, as amended, 33 U.S.C. 1251-1388

(w) It will comply with the endangered Species Act of 1973, 16 U.S.C. 1531-1544;

(x) It will comply with the Intergovernmental Personnel Act of 1970, 42 U.S.C. 4701-4772;

(y) It will assist the awarding agency in assuring compliance with the National Historic Preservation Act of 1966, as amended, 54 U.S.C.;

(z) It will comply with environmental standards which may be prescribed pursuant to the National Environmental Policy Act of 1969, 42 U.S.C. 4321-4347;

(aa) It will assist the awarding agency in assuring compliance with the Preservation of Archeological and Historical Preservation Act of 1966, 16 U.S.C. 54 U.S.C. 3125

(bb) It will comply with the Rehabilitation Act of 1973, Section 504, 29 U.S.C. 794, regarding non-discrimination;

(cc) It will comply with the environmental standards which may be prescribed pursuant to the Safe Drinking Water Act of 1974, 42 U.S.C. 300f-300j-27, regarding the protection of underground water sources;

(dd) It will comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Property Acquisition Policies Act of 1970, 42 U.S.C. 4621-4638, which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs;

(ee) It will comply with the Wild and Scenic Rivers Act of 1968, 16 U.S.C. 1271-1287, related to protecting components or potential components of the national wild and scenic rivers system;

(ff) It will comply with the following Executive Orders: EO 11514 (NEPA); EO 11738 (violating facilities); EO 11988 (Floodplain Management); and EO 11990 (Wetlands).

(gg) It will comply with the Coastal Barrier Resources Act of 1977, 16 U.S.C. 3501-3510;

(hh) It will assure project consistency with the approved State program developed under the Coastal Zone Management Act of 1972, 16 U.S.C. 1451-14674; and

(ii) It will comply with the Fish and Wildlife Coordination Act of 1958, 16 U.S.C. 661-668.

(jj) With respect to demolition activities, it will:

(1) Create and make available documentation sufficient to demonstrate that the Sub-recipient and its demolition contractor have sufficient manpower and equipment to comply with the obligations as outlined in this Agreement.

(2) Return the property to its natural state as though no improvements had ever been contained thereon.

(3) Furnish documentation of all qualified personnel, licenses and all equipment necessary to inspect buildings located in the Sub-recipient's jurisdiction to detect the presence of asbestos and lead in accordance with requirements of the U.S. Environmental Protection Agency, the Florida Department of Environmental Protection and the County Health Department.

(4) Provide documentation of the inspection results for each structure to indicate:
   a. Safety Hazard Present
   b. Health Hazards Present

c. Hazardous Materials Present

(5) Provide supervision over contractors or employees employed by the Sub-recipient to remove asbestos and lead from demolished or otherwise applicable structures.

(6) Leave the demolished site clean, level and free of debris.

(7) Notify the Division promptly of any unusual existing condition which hampers the contractor's work.

(8) Obtain all required permits.

(9) Provide addresses and marked maps for each site where water wells and septic tanks are to be closed along with the number of wells and septic tanks located on each site. Provide documentation of closures.

(10) Comply with mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

(11) Comply with all applicable standards, orders, or requirements issued under Section 112 and 306 of the Clean Air Act (42 U.S.C. 1857), Section 508 of the Clean Water Act (33 U.S.C. 1251-1388), Executive Order 11738, and the U.S. Environmental Protection Agency regulations (40 C.F.R., Part 15 and 61). This clause shall be added to any subcontracts.

(12) Provide documentation of public notices for demolition activities.

Attachment D

REQUEST FOR ADVANCE OR REIMBURSEMENT OF HAZARD MITIGATION ASSISTANCE PROGRAM FUNDS

SUB-RECIPIENT: City of Port Orange

REMIT ADDRESS: 1000 City Center Circle

CITY: Port Orange STATE: Florida ZIP CODE: 32129

PROJECT TYPE: Elevation PROJECT #: 4673-144-R

PROGRAM: Hazard Mitigation Grant Program CONTRACT #: H1331

BUDGET: _____ FEDERAL SHARE: _____ LOCAL: _____

ADVANCED RECEIVED: _____ N/A _____ AMOUNT: _____ SETTLED? _____

Invoice Period: _____ through _____ Payment No: _____

Total of Previous Payments to Date: _____ (Federal)
Total of Previous SRMC to Date: (SRMC Federal)
Total Federal to Date: _____ (Total Federal Paid)

Eligible Amount 100% (Current Request)	Obligated Federal Amount 75.00%	Obligated Local Non-Federal 25.00%	**Division Use Only**	
			Approved	Comments

TOTAL CURRENT REQUEST: $ _____

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812.

SUB-RECIPIENT SIGNATURE: _____

NAME: _____ TITLE: _____ DATE: _____

TO BE COMPLETED BY THE DIVISION

APPROVED PROJECT TOTAL $ _____

APPROVED SRMC TOTAL: $ _____

APPROVED FOR PAYMENT $ _____

_____
DIVISION DIRECTOR

_____
DATE

Attachment D (cont.)
SUMMARY OF DOCUMENTATION IN SUPPORT OF AMOUNT CLAIMED FOR ELIGIBLE DISASTER WORK UNDER THE HAZARD MITIGATION ASSISTANCE PROGRAM

SUB-RECIPIENT: City of Port Orange PAYMENT #:

PROJECT TYPE: Elevation PROJECT #: 4673-144-R

PROGRAM: Hazard Mitigation Grant Program CONTRACT #: H1331

	REF NO[2]	DATE[3]	DOCUMENTATION [4]	*(Check) AMOUNT*	ELIGIBLE COSTS (100%)
1					
2					
3					
4					
5					
6					
7					
8					
This payment represents % completion of the project.				***TOTAL***	

[2] Recipient's internal reference number (e.g., Invoice, Receipt, Warrant, Voucher, Claim Check, or Schedule #)
[3] Date of delivery of articles, completion of work or performance services. (per document)
[4] List Documentation (Recipient's payroll, material out of recipient's stock, recipient owned equipment and name of vendor or contractor) by category (Materials, Labor, Fees) and line item in the approved project line item budget. Provide a brief description of the articles or services. List service dates per each invoice.

Attachment E
JUSTIFICATION OF ADVANCE PAYMENT

SUB-RECIPIENT: CITY OF PORT ORANGE

If you are requesting an advance, indicate same by checking the box below.

[ ] **ADVANCE REQUESTED**

Advance payment of $ _____ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay staff, award benefits to clients, duplicate forms and purchase start-up supplies and equipment. We would not be able to operate the program without this advance.

If you are requesting an advance, complete the following chart and line item justification below. PLEASE NOTE: Calculate your estimated expenses at 100% of your expected needs for ninety (90) days. Submit Attachment D with the cost share breakdown along with Attachment E and all supporting documentation.

ESTIMATED EXPENSES

BUDGET CATEGORY/LINE ITEMS (list applicable line items)	**20___-20___ Anticipated Expenditures for First Three Months of Contract**
For example ADMINISTRATIVE COSTS (Include Secondary Administration.)	
For example PROGRAM EXPENSES	
TOTAL EXPENSES	

LINE ITEM JUSTIFICATION **(For each line item, provide a detailed justification explaining the need for the cash advance. The justification must include supporting documentation that clearly shows the advance will be expended within the first ninety (90) days of the contract term. Support documentation should include quotes for purchases, delivery timelines, salary and expense projections, etc. to provide the Division reasonable and necessary support that the advance will be expended within the first ninety (90) days of the contract term. Any advance funds not expended within the first ninety (90) days of the contract term as evidenced by copies of invoices and cancelled checks as required by the Budget and Scope of work showing 100% of expenditures for the 90 day period shall be returned to the Division Cashier, 2489 Shumard Oak Boulevard, Tallahassee, Florida 32399, within thirty (30) days of receipt, along with any interest earned on the advance.**

Attachment F

QUARTERLY REPORT FORM

***Instructions**: Complete and submit this form to State Project Manager within15-days after each quarter:*

SUB-RECIPIENT: City of Port Orange **PROJECT #:** 4673-144-R

PROJECT TYPE: Elevation **CONTRACT #:** H1331

PROGRAM: Hazard Mitigation Grant Program **QUARTER ENDING:** _____

Advance Payment Information:
Advance Received ☐ N/A ☐ Amount: $ _____ Advance Settled? Yes ☐ No ☐

Financial Amount to Date:
Sub-Recipient Total Project Expenditures to date (federal & local): $

Target Dates (State Agreement):
Contract Execution Date: _____ Contract Expiration Date: _____
Date Deliverables Submitted: _____ Closeout Requested Date: _____

Describe **Milestones** achieved during this quarter:

Project Proceeding on **Schedule**? ☐ Yes ☐ No (*If No, Describe under **Issues** below)*

Percentage of Milestones completed to Date: _____%

Describe Activities - Milestones completed this quarter only:

Schedule of the Milestones-Activities:

Milestone	**Dates** (estimated)
State Contracting	
Closeout Compliance	
Estimated Project Completion Date:	

Issues or circumstances affecting completion date, milestones, scope of work, and/or cost:

Cost Status: ☐ Cost Unchanged ☐ Under Budget ☐ Over Budget

Cost / Financial **Comments:**

NOTE: Events may occur between quarterly reports, which have significant impact upon your project(s), such as anticipated overruns, changes in scope of work, extensions. Contact the Division as soon as these conditions are known, otherwise you could be non-compliant with your sub-grant award.

Sub-Recipient Contract Representative (POC): _____

Signature: _____ Phone: _____

~ To be completed by Florida Division of Emergency Management Project Manager ~

Project Manager Statement: ☐ *No Action Required, OR*

☐ *Action Required:* _____

_____

PM Percentage of Activates competed per PM Review QR Milestones Spreadsheet: ____%

Date Reviewed: _____ *Reviewer:* _____ *Project Manager*

Attachment G

Warranties and Representations

Financial Management

The Sub-Recipient's financial management system must comply with 2 C.F.R. §200.302.

Procurements

Any procurement undertaken with funds authorized by this Agreement must comply with the requirements of 2 C.F.R. §200, Part D—Post Federal Award Requirements—Procurement Standards (2 C.F.R. §§200.317 through 200.327).

Business Hours

The Sub-Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from: **8:00 AM - 5:00 PM, Monday Thru Friday, as applicable.**

Licensing and Permitting

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

Attachment H

Certification Regarding
Debarment, Suspension, Ineligibility
And Voluntary Exclusion

Subcontractor Covered Transactions

The prospective subcontractor, _____, of the Sub-Recipient certifies, by submission of this document, that neither it, its principals, nor affiliates are presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or disqualified from participation in this transaction by any Federal department or agency.

SUBCONTRACTOR

_____

By: _____
Signature

_____
Name and Title

_____
Street Address

_____
City, State, Zip

_____
Date

City of Port Orange
Sub-Recipient's Name

H1331
DEM Contract Number

4673-144-R
FEMA Project Number

Attachment I

Federal Funding Accountability and Transparency Act

Instructions and Worksheet

PURPOSE: The Federal Funding Accountability and Transparency Act (FFATA) was signed on September 26, 2006. The intent of this legislation is to empower every American with the ability to hold the government accountable for each spending decision. The FFATA legislation requires information on federal awards (federal assistance and expenditures) be made available to the public via a single, searchable website, which is http://www.usaspending.gov/.

The FFATA Sub-award Reporting System (FSRS) is the reporting tool the Florida Division of Emergency Management ("FDEM" or "Division") must use to capture and report sub-award and executive compensation data regarding first-tier sub-awards that obligate $25,000 or more in Federal funds (excluding Recovery funds as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5).

Note: This "Instructions and Worksheet" is meant to explain the requirements of the FFATA and give clarity to the FFATA Form distributed to sub-awardees for completion. All pertinent information below should be filled out, signed, and returned to the project manager.

ORGANIZATION AND PROJECT INFORMATION

The following information must be provided to the FDEM prior to the FDEM's issuance of a sub-award (Agreement) that obligates $25,000 or more in federal funds as described above. Please provide the following information and return the signed form to the Division as requested.

PROJECT #: 4673-144-R

FUNDING AGENCY: Federal Emergency Management Agency

AWARD AMOUNT: $ 2,747,238.50

OBLIGATION/ACTION DATE: March 10, 2026

SUBAWARD DATE (if applicable): _____

UEID/SAM#: LV8ZD1LYF3H4

*If your company or organization does not have a UEID/SAM number, you will need to obtain one from https://sam.gov/content/entity-registrationThe process to request a UEID/SAM number takes about ten minutes and is free of charge.

BUSINESS NAME: City of Port Orange, Florida

DBA NAME (IF APPLICABLE):

PRINCIPAL PLACE OF BUSINESS ADDRESS: 1000 City Center Circle

ADDRESS LINE 1:

ADDRESS LINE 2:

ADDRESS LINE 3:

CITY Port Orange STATE FL ZIP CODE+4** 32129-4144

PARENT COMPANY UEID/SAM# (if applicable): LV8ZD1LYF3H4

CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA#):

DESCRIPTION OF PROJECT (Up to 4000 Characters)

As a Hazard Mitigation Grant Program project, the Sub-Recipient proposes to provide flood protection to thirteen (13) single-family residences located in Port Orange, Florida 32127 and 32129

The scope of work of the proposed project shall involve building and site preparation, along with the disconnection of utilities. The existing structures shall be raised on a new open foundation on pilings to the proposed design elevation. All utilities shall be reconnected, and service equipment shall be elevated to the required height. Appropriate means of ingress and egress shall be constructed to access the elevated living spaces at each property. The City of Port Orange also proposes to install ADA-complaint access consisting of lift platforms medically required for homeowners at 105 Judges Lane, Port Orange, Florida 32129; 5715 Riverside Drive, Port Orange, Florida 32127; 5951 Riverside Drive, Port Orange, Florida 32127 and 8 Venetian Circle, Port Orange, Florida 32127.

The habitable living areas of the original structure shall be elevated, and the non-habitable areas (if any) shall be converted to storage or parking. The project shall be designed and constructed in compliance with the Florida Building Code, ASCE 24-14 or latest edition, the Federal Flood Risk Management Standards (FFRMS), National Flood Insurance Program (NFIP) standards in 44 CFR, Part 60 and/or local floodplain ordinances or any other applicable local regulations.

The project shall provide protection against a 100-year storm event. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

Project Locations:

ID#	Location	Coordinates
1)	795 Biro Drive, Port Orange, Florida 32129	29.14442, -81.00528
2)	111 Fleming Avenue, Port Orange, Florida 32127 (a)	29.13440, -80.98161
3)	111 Fleming Avenue, Port Orange, Florida 32127 (b)	29.13446, -80.98169
4)	216 Grant Street, Port Orange, Florida 32127	29.13933, -80.98679
5)	105 Judges Lane, Port Orange, Florida 32129	29.14212, -80.99997
6)	5028 Palmetto Street, Port Orange, Florida 32127	29.13378, -80.98205
7)	5088 Palmetto Street, Port Orange, Florida 32127	29.13115, -80.98100
8)	524 Powers Avenue, Port Orange, Florida 32127	29.13996, -80.99321
9)	894 Reservation Court, Port Orange, Florida 32129	29.14769, -81.00589
10)	5715 Riverside Drive, Port Orange, Florida 32127	29.11329, -80.97156

11)	5817 Riverside Drive, Port Orange, Florida 32127	29.11173, -80.97022
12)	5951 Riverside Drive, Port Orange, Florida 32127	29.10649, -80.96832
13)	8 Venetian Circle, Port Orange, Florida 32127	29.15064, -80.97372

Verify the approved project description above, if there is any discrepancy, please contact the project manager.

PRINCIPAL PLACE OF PROJECT PERFORMANCE (IF DIFFERENT THAN PRINCIPAL PLACE OF BUSINESS): _____

ADDRESS LINE 1: _____

ADDRESS LINE 2: _____

ADDRESS LINE 3: _____

CITY _____ STATE _____ ZIP CODE+4** _____

CONGRESSIONAL DISTRICT FOR PRINCIPAL PLACE OF PROJECT PERFORMANCE:

**Providing the Zip+4 ensures that the correct Congressional District is reported.

EXECUTIVE COMPENSATION INFORMATION:

1. In your business or organization's previous fiscal year, did your business or organization (including parent organization, all branches, and all affiliates worldwide) receive (a) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act, as defined at 2 C.F.R. 170.320; , (b) $25,000,000 or more in annual gross revenues from U.S. Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act?
   Yes ☐ No ☒

If the answer to Question 1 is "Yes," continue to Question 2. If the answer to Question 1 is "No", move to the signature block below to complete the certification and submittal process.

2. Does the public have access to information about the compensation of the executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) Section 6104 of the Internal Revenue Code of 1986?
   Yes ☐ No ☐

If the answer to Question 2 is "Yes," move to the signature block below to complete the certification and submittal process. [Note: Securities Exchange Commission information should be accessible at http//www.sec.gov/answers/execomp.htm. Requests for Internal Revenue Service (IRS) information should be directed to the local IRS for further assistance.]

If the answer to Question 2 is "No" FFATA reporting is required. Provide the information required in the "TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR" appearing below to report the "Total Compensation" for the five (5) most highly compensated "Executives", in rank order, in your organization. For purposes of this request, the following terms apply as defined in 2 C.F.R. Ch. 1 Part 170 Appendix A:

"Executive" is defined as "officers, managing partners, or other employees in management positions".

"Total Compensation" is defined as the cash and noncash dollar value earned by the executive during the most recently completed fiscal year and includes the following:

i. Salary and bonus.

ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

v. Above-market earnings on deferred compensation which is not tax-qualified.

vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds $10,000.

TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR

(Date of Fiscal Year Completion _____)

Rank (Highest to Lowest)	**Name (Last, First, MI)**	**Title**	**Total Compensation for Most Recently Completed Fiscal Year**
1			
2			
3			
4			
5			

THE UNDERSIGNED CERTIFIES THAT ON THE DATE WRITTEN BELOW, THE INFORMATION PROVIDED HEREIN IS ACCURATE.

SIGNATURE: _____

NAME AND TITLE: Wayne Clark, City Manager

DATE: June 16, 2026

Attachment J

Mandatory Contract Provisions

Provisions:

Any contract or subcontract funded by this Agreement must contain the applicable provisions outlined in Appendix II to 2 C.F.R. Part 200. It is the responsibility of the sub-recipient to include the required provisions. The following is a list of sample provisions from Appendix II to 2 C.F.R. Part 200 that may be required:[1]

Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. Part 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 C.F.R. Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or Sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or

[1] For example, the Davis-Bacon Act is not applicable to other FEMA grant and cooperative agreement programs, including the Public Assistance Program or Hazard Mitigation Grant Program; however, sub-recipient may include the provision in its subcontracts.

repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2 (a) and the recipient or Sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or Sub-recipient must comply with the requirements of 37 C.F.R. Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply 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). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 C.F.R. 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. 180 that implement Executive Orders 12549 (3 C.F.R. Part 1986 Comp., p. 189) and 12689 (3 C.F.R. Part 1989 Comp., p. 235), “Debarment and Suspension.” The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of $100,000 or more must 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 must 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 non-Federal award.

(J) See 2 C.F.R, § 200.323 Procurement of recovered materials.

(K) See 2 C.F.R, §200.216 Prohibition on certain telecommunication and video surveillance services or equipment.

(L) See 2 C.F.R, §200.322 Domestic preferences for procurements

(Appendix II to Part 200, Revised Eff. 11/12/2020).

FEMA created the 2019 PDAT Contract Provisions Template to assist non-Federal entities. It is *available at* https://www.fema.gov/media-library-data/1569959119092-92358d63e00d17639d5db4de015184c9/PDAT_ContractProvisionsTemplate_9-30-19.pdf.

Please note that the sub-recipient alone is responsible for ensuring that all language included in its contracts meets the requirements of 2 C.F.R. § 200.327 and 2 C.F.R. Part 200, Appendix II.

Attachment K

Certification Regarding Lobbying

Check the appropriate box:

☒ This Certification Regarding Lobbying is required because the Contract, Grant, Loan, or Cooperative Agreement will exceed $100,000 pursuant to 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.

☐ This Certification is not required because the Contract, Grant, Loan, or Cooperative Agreement will be less than $100,000.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

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 Form to Report Lobbying," 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 Sub-Recipient or subcontractor, City of Port Orange, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

_____
Signature of Sub-Recipient/subcontractor's Authorized Official

Wayne Clark, City Manager
Name and Title of Sub-Recipient/subcontractor's Authorized Official

June 16, 2026
Date

Attachment L

Florida Accountability Contract Tracking System (FACTS)
Requirements for Non-profit Organizations Under Section 216.1366, Florida Statutes
Instructions and Worksheet

CONTRACT DOCUMENTATION REQUIREMENTS

Section 216.1366, F.S., amended in 2023, establishes new documentation requirements for any contract for services executed, amended, or extended on or after July 1, 2023, with non-profit organizations as defined in s. 215.97 (2)(m). F.S. The contract must require the contractor to provide documentation that indicates the amount of state funds:

- Allocated to be used during the full term of the contract for remuneration to any member of the board of directors or an officer of the contractor.
- Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the contractor. The documentation must indicate the amounts and recipients of the remuneration.

Such information must be included in the contract tracking system maintained pursuant to s. 215.985 F.S. and must be posted on the contractor's website if the contractor maintains a website.

• As used in this subsection, the term:

o "Officer" means a Chief Executive Officer (CEO), Chief Financial Officer (CFO), Chief Operating Officer (COO), or any other position performing an equivalent function.

o "Remuneration" means all compensation earned by or awarded to personnel, whether paid or accrued, regardless of contingency, including bonuses, accrued paid time off, severance payments, incentive payments, contributions to a retirement plan, or in-kind payments, reimbursements, or allowances for moving expenses, vehicles and other transportation, telephone services, medical services, housing, and meals.

o "State funds" means funds paid from the General Revenue Fund or any state trust fund, funds allocated by the Federal Government and distributed by the state, or funds appropriated by the state for distribution through any grant program. The term does not include funds used for the state Medicaid program.

Note: This "Instructions and Worksheet" is meant to explain the requirements of the Section 216.1366, F.S., amended in 2023, and give clarity to the attached form distributed to recipients and sub-recipients for completion. All pertinent information below should be filled out, signed, and returned to the project manager.

NON-PROFIT ORGANIZATION REMUNERATION INFORMATION

1. Is your business or organization a non-profit organization as defined in s. 215.97 (2)(m). F.S.?
Yes ☐ No ☒

If the answer to Question 1 is "Yes," continue to Question 2. If the answer to Question 1 is "No", move to the signature block below to complete the certification and submittal process.

2. Will state funds be used as remuneration to any member of the board of directors or an officer in your business or organization?
Yes ☐ No ☐

If the answer to Question 2 is "Yes," provide the information required in the "Total Compensation Paid to Non-Profit Personnel Using State Funds" form below. A separate form should be completed for each member of the board of directors or officer being compensated using state funds. If the answer to Question 2 is "No", move to the signature block below to complete the certification and submittal process.

Total Compensation Paid to Non-Profit Personnel Using State Funds

Name:		
Title:		
Agency Agreement/Contract #		
Total Contract Amount		
Contract Term:		
Line Item Budget Category	**Total Amount Paid**	**Amount Paid from State Funds**
Salaries		
Fringe Benefits		
Bonuses		
Accrued Paid Time Off		
Severance Payments		
Retirement Contributions		
In-Kind Payments		
Incentive Payments		
Reimbursements/Allowances		
Moving Expenses		
Transportation Costs		
Telephone Services		
Medical Services Costs		
Housing Costs		
Meals		

CERTIFICATION: I certify that the amounts listed above are true and accurate and in accordance with the approved budget.

Name:	Wayne Clark
Signature:	
Title:	City Manager
Date:	June 16, 2026

ATTACHMENT M

FOREIGN COUNTRY OF CONCERN AFFIDAVIT –
PERSONAL IDENTIFYING INFORMATION CONTRACT

Section 287.138, Florida Statutes, prohibits a Florida "Governmental entity"[2] from entering into or extending contracts with any other entity whereby such a contract, or extension thereof, could grant the other entity access to an individual's personal identifying information if that entity is associated with a "Foreign Country of Concern."[3] Specifically, section 287.138(2), Florida Statutes, prohibits such contracts with any entity that is owned by the government of a Foreign Country of Concern, any entity in which the government of a Foreign Country of Concern has a "controlling interest,"[4] and any entity organized under the laws of or which has its principal place of business in a Foreign Country of Concern.

As the person authorized to sign on behalf of Respondent, I hereby attest that the company identified above in the section entitled "Respondent Vendor Name" is not an entity owned by the government of a Foreign Country of Concern, no government of a Foreign Country of Concern has a controlling interest in the entity, and the entity has not been organized under the laws of or has its principal place of business in a Foreign Country of Concern.

I understand that pursuant to section 287.138, Florida Statutes, I am submitting this affidavit under penalty of perjury.

Respondent Vendor Name: _____

Vendor FEIN: _____

Vendor's Authorized Representative Name and Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____

Email Address: _____

Certified By: _____
AUTHORIZED SIGNATURE

Print Name and Title: _____

Date: _____

[2] As defined in Section 287.138 (1)(d), Florida Statutes.
[3] As defined in Section 287.138 (1)(c), Florida Statutes.
[4] As defined in Section 287.138 (1)(a), Florida Statutes.

SUB-RECIPIENT AGREEMENT CHECKLIST

DIVISION OF EMERGENCY MANAGEMENT
MITIGATION BUREAU
FISCAL OPERATIONS UNIT
HMGP

REQUEST FOR REVIEW AND APPROVAL	
SUB-RECIPIENT:	City of Port Orange
PROJECT #:	4673-144-R
PROJECT TITLE:	City of Port Orange, Citywide Residential Elevation #1, Elevation
CONTRACT #:	H1331
MODIFICATION #:	N/A

SUB-RECIPIENT REPRESENTATIVE (POINT OF CONTACT)	
	Valerie Duhl Community Development Engineer 1000 City Center Circle Port Orange, Florida 32129

Enclosed is your copy of the proposed contract/modification between **City of Port Orange** and the Florida Division of Emergency Management (FDEM).

	COMPLETE
☒	This form is required to be included with all Reviews, Approvals, and Submittals
☒	Reviewed and Approved
☒	Signed & Dated Electronic Copy by Official Representative
☒	**Copy of the organization's resolution or charter** that specifically identifies the person or position that is authorized to sign, if not Chairman, Mayor, or Chief
☒	Attachment I - Federal Funding Accountability and Transparency Act (FFATA) - completed, signed, and dated ☐ N/A for Modifications or State Funded Agreements
☒	Attachment K – Certification Regarding Lobbying - completed, signed, and dated ☐ N/A for Modifications or State Funded Agreements
☒	Attachment L – FACTS - completed, signed, and dated ☐ N/A for Modifications or State Funded Agreements
☒	Attachment M – Foreign County of Concern Affivadit completed, signed, and dated ☐ N/A for Modifications or State Funded Agreements
☒	Electronic Submittal to the Grant Specialist

If you have any questions regarding this contract, or who is authorized to sign it, please contact your Project Manager at (850) 290-2511 or email me at Nicole.Rowe@yagroup.com.

Agreement Number: **H1331**

Project Number: **4673-144-R**

FEDERALLY-FUNDED SUBAWARD AND GRANT AGREEMENT

2 C.F.R. §200.1 states that a "subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract."

As defined by 2 C.F.R. §200.1, "pass-through entity" means "a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program."

As defined by 2 C.F.R. §200.1 , "Sub-Recipient" means "an entity, usually but not limited to non-Federal entities that receives a subaward from a pass-through entity to carry out part of a Federal program."

As defined by 2 C.F.R. §200.1, "Federal award" means "Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity."

As defined by 2 C.F.R. §200.1, "subaward" means "an award provided by a pass-through entity to a Sub-Recipient for the Sub-Recipient to carry out part of a Federal award received by the pass-through entity."

The following information is provided pursuant to 2 C.F.R. §200.332:

Sub-Recipient's name:	City of Port Orange
Sub-Recipient's unique entity identifier (UEI/FEIN):	LV8ZD1LYF3H4 / 596000412
Federal Award Identification Number (FAIN):	FEMA-DR-4673-FL
Federal Award Date:	March 10, 2026
Subaward Period of Performance Start and End Date:	June 20, 2023 – May 31, 2028
Amount of Federal Funds Obligated by this Agreement:	$2,747,238.50
Total Amount of Federal Funds Obligated to the Sub-Recipient by the pass-through entity to include this Agreement:	$2,747,238.50
Total Amount of the Federal Award committed to the Sub-Recipient by the pass-through entity	$2,747,238.50
Federal award project description (see FFATA):	Elevation
Name of Federal awarding agency:	Federal Emergency Management Agency
Name of pass-through entity:	FL Division of Emergency Management
Contact information for the pass-through entity:	Nicole.Rowe@yagroup.com
Catalog of Federal Domestic Assistance (CFDA) Number and Name:	97.039 Hazard Mitigation Grant Program
Whether the award is R&D:	N/A
Indirect cost rate for the Federal award:	N/A

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

For the purposes of this Agreement, the Division serves as the pass-through entity for a Federal award, and the Sub-Recipient serves as the recipient of a subaward.

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

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

B. The State of Florida received these grant funds from the Federal government, and the Division has the authority to subgrant these funds to the Sub-Recipient upon the terms and conditions outlined below; and,

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

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

(1) APPLICATION OF STATE LAW TO THIS AGREEMENT

2 C.F.R. §200.302(a) provides: “Each state must expend and account for the Federal award in accordance with state laws and procedures for expending and accounting for the state's own funds.” Therefore, section 215.971, Florida Statutes, entitled “Agreements funded with federal or state assistance”, applies to this Agreement.

(2) LAWS, RULES, REGULATIONS AND POLICIES

a. The Sub-Recipient's performance under this Agreement is subject to 2 C.F.R. Part 200, entitled “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.”

b. As required by section 215.971(1), Florida Statutes, this Agreement includes:

i. A provision specifying a scope of work that clearly establishes the tasks that the Sub-Recipient is required to perform.

ii. A provision dividing the agreement into quantifiable units of deliverables that must be received and accepted in writing by the Division before payment. Each deliverable must be directly related to the scope of work and specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.

iii. A provision specifying the financial consequences that apply if the Sub-Recipient fails to perform the minimum level of service required by the agreement.

iv. A provision specifying that the Sub-Recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period.

v. A provision specifying that any balance of unobligated funds which has been advanced or paid must be refunded to the Division.

vi. A provision specifying that any funds paid in excess of the amount to which the Sub-Recipient is entitled under the terms and conditions of the agreement must be refunded to the Division.

c. In addition to the foregoing, the Sub-Recipient and the Division shall be governed by all applicable State and Federal laws, rules and regulations, including those identified in Attachment B. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

(3) CONTACT

a. In accordance with section 215.971(2), Florida Statutes, the Division's Grant Manager shall be responsible for enforcing performance of this Agreement's terms and conditions and shall serve as the Division's liaison with the Sub-Recipient. As part of his/her duties, the Grant Manager for the Division shall:

i. Monitor and document Sub-Recipient performance; and,

ii. Review and document all deliverables for which the Sub-Recipient requests payment.

b. The Division's Grant Manager for this Agreement is:

Nicole Rowe
Project Manager
Bureau of Mitigation
Florida Division of Emergency Management
2489 Shumard Oak Blvd.
Tallahassee, FL 32399-2100
Telephone: 850-290-2511
Email: Nicole.Rowe@yagroup.com

The Division's Alternate Grant Manager for this Agreement is:

Kathleen Marshall
Community Program Manager
Bureau of Mitigation
Florida Division of Emergency Management
2489 Shumard Oak Boulevard
Tallahassee, FL 32399
Telephone: 850-815-4503
Email: Kathleen.Marshall@em.myflorida.com

1. The name and address of the Representative of the Sub-Recipient responsible for the administration of this Agreement is:

   Valerie Duhl
   Community Development Engineer
   1000 City Center Circle
   Port Orange, Florida 32129
   Telephone: 386-506-5664
   Email: vduhl@port-orange.org

2. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be provided to the other party.

(4) TERMS AND CONDITIONS

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

(5) EXECUTION

This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(6) MODIFICATION

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

(7) SCOPE OF WORK

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

(8) PERIOD OF AGREEMENT

This Agreement shall begin on June 20, 2023, and shall end on May 31, 2028, unless terminated earlier in accordance with the provisions of Paragraph (17) of this Agreement. Consistent with the definition of “period of performance” contained in 2 C.F.R. §200.1, the term “period of agreement” refers to the time during which the Sub-Recipient “may incur new obligations to carry out the work authorized under” this Agreement. In accordance with section 215.971(1)(d), Florida Statutes, the Sub-Recipient may expend funds authorized by this Agreement “only for allowable costs resulting from obligations incurred during” the period of agreement.

The terms of this Agreement are intended to encompass the Pre-Award period. If applicable, the Pre-Award period and FEMA approved Pre-Award costs shall be outlined in Attachment A of this Agreement (“Budget and Scope of Work”).

(9) FUNDING

a. This is a cost-reimbursement Agreement, subject to the availability of funds.

b. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with either chapter 216, Florida Statutes, or the Florida Constitution.

c. The Division will reimburse the Sub-Recipient only for allowable costs incurred by the Sub-Recipient in the successful completion of each deliverable. The maximum reimbursement amount for each deliverable is outlined in Attachment A of this Agreement ("Budget and Scope of Work"). The maximum reimbursement amount for the entirety of this Agreement is **$2,747,238.50**.

d. As required by 2 C.F.R. §200.415(a), any request for payment under this Agreement must include a certification, signed by an official who is authorized to legally bind the Sub-Recipient, which reads as follows: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

e. The Division will review any request for reimbursement by comparing the documentation provided by the Sub-Recipient against a performance measure, outlined in Attachment A, that clearly delineates:

i. The required minimum acceptable level of service to be performed; and,

ii. The criteria for evaluating the successful completion of each deliverable.

f. The performance measure required by section 215.971(1)(b), Florida Statutes, remains consistent with the requirement for a "performance goal", which is defined in 2 C.F.R. §200.1 as "a target level of performance expressed as a tangible, measurable objective, against which actual achievement can be compared." It also remains consistent with the requirement, contained in 2 C.F.R. §200.329, that the Division and the Sub-Recipient "relate financial data to performance goals and objectives of the Federal award."

g. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for overtime expenses in accordance with 2 C.F.R. §200.430 ("Compensation—personal services") and 2 C.F.R. §200.431 ("Compensation—fringe benefits"). If the Sub-Recipient seeks reimbursement for overtime expenses for periods when no work is performed due to vacation, holiday, illness, failure of the employer to provide sufficient work, or other similar cause (*See* 29 U.S.C. §207(e)(2)), then the Division will treat the expense as a fringe benefit. 2 C.F.R. §200.431(a) defines fringe benefits as "allowances and services provided by employers to their employees as compensation in addition to regular salaries and wages." Fringe benefits are allowable under this Agreement as long as

the benefits are reasonable and are required by law, Sub-Recipient-employee agreement, or an established policy of the Sub-Recipient. 2 C.F.R. §200.431(b) provides that the cost of fringe benefits in the form of regular compensation paid to employees during periods of authorized absences from the job, such as for annual leave, family-related leave, sick leave, holidays, court leave, military leave, administrative leave, and other similar benefits, are allowable if all of the following criteria are met:

i. They are provided under established written leave policies;

ii. The costs are equitably allocated to all related activities, including Federal awards; and,

iii. The accounting basis (cash or accrual) selected for costing each type of leave is consistently followed by the non-Federal entity or specified grouping of employees.

h. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for travel expenses in accordance with 2 C.F.R. §200.474. As required by the Reference Guide for State Expenditures, reimbursement for travel must be in accordance with section 112.061, Florida Statutes, which includes submission of the claim on the approved state travel voucher. If the Sub-Recipient seeks reimbursement for travel costs that exceed the amounts stated in section 112.061(6)(b), Florida Statutes ($6 for breakfast, $11 for lunch, and $19 for dinner), then the Sub-Recipient must provide documentation that:

i. The costs are reasonable and do not exceed charges normally allowed by the Sub-Recipient in its regular operations as a result of the Sub-Recipient's written travel policy; and,

ii. Participation of the individual in the travel is necessary to the Federal award.

i. The Division's grant manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the grant agreement period and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Sub-Recipient.

j. As defined by 2 C.F.R. §200.1, the term "improper payment" means or includes:

i. Any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements; and,

ii. Any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.

k. No reimbursements shall be made for costs outside the period of agreement, as defined in paragraph (8) of this Agreement.

(10) <u>RECORDS</u>

a. As required by 2 C.F.R. §200.336, the Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the Division, or any of their authorized representatives, shall enjoy the right of access to any documents, papers, or other records of the Sub-Recipient which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents. Finally, the right of access is not limited to the required retention period but lasts as long as the records are retained.

b. As required by 2 C.F.R. §200.332(a)(5), the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Sub-Recipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents.

c. As required by Florida Department of State's record retention requirements (Chapter 119, Florida Statutes) and by 2 C.F.R. §200.334, the Sub-Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, as well as the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of five (5) years from the date of submission of the final expenditure report. The following are the only exceptions to the five (5) year requirement:

i. If any litigation, claim, or audit is started before the expiration of the 5-year period, then the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

ii. When the Division or the Sub-Recipient is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.

iii. Records for real property and equipment acquired with Federal funds must be retained for 5 years after final disposition.

iv. When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 5-year retention requirement is not applicable to the Sub-Recipient.

v. Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.

vi. Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a

particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).

d. In accordance with 2 C.F.R. §200.335, the Federal awarding agency must request transfer of certain records to its custody from the Division or the Sub-Recipient when it determines that the records possess long-term retention value.

e. In accordance with 2 C.F.R. §200.336, the Division must always provide or accept paper versions of Agreement information to and from the Sub-Recipient upon request. If paper copies are submitted, then the Division must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.

f. As required by 2 C.F.R. §200.303, the Sub-Recipient shall take reasonable measures to safeguard protected personally identifiable information and other information the Federal awarding agency or the Division designates as sensitive or the Sub-Recipient considers sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.

g. Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) provides the citizens of Florida with a right of access to governmental proceedings and mandates three, basic requirements: (1) meetings of public boards or commissions must be open to the public; (2) reasonable notice of such meetings must be given; and, (3) minutes of the meetings must be taken and promptly recorded. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the open government requirements. However, the Government in the Sunshine Law applies to private entities that provide services to governmental agencies and that act on behalf of those agencies in the agencies' performance of their public duties. If a public agency delegates the performance of its public purpose to a private entity, then, to the extent that private entity is performing that public purpose, the Government in the Sunshine Law applies. For example, if a volunteer fire department provides firefighting services to a governmental entity and uses facilities and equipment purchased with public funds, then the Government in the Sunshine Law applies to board of directors for that volunteer fire department. Thus, to the extent that the Government in the Sunshine Law applies to the Sub-Recipient based upon the funds provided under this Agreement, the meetings of the Sub-Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board may be subject to open government requirements. These meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with chapter 119, Florida Statutes.

h. Florida's Public Records Law provides a right of access to the records of the state and local governments as well as to private entities acting on their behalf. Unless specifically exempted

from disclosure by the Legislature, all materials made or received by a governmental agency (or a private entity acting on behalf of such an agency) in conjunction with official business which are used to perpetuate, communicate, or formalize knowledge qualify as public records subject to public inspection. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the public record requirements. However, when a public entity delegates a public function to a private entity, the records generated by the private entity's performance of that duty become public records. Thus, the nature and scope of the services provided by a private entity determine whether that entity is acting on behalf of a public agency and is therefore subject to the requirements of Florida's Public Records Law.

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

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (850) 815-7671 Records@em.myflorida.com, or 2489 Shumard Oak Boulevard, Tallahassee, FL 32399.

(11) AUDITS

a. The Sub-Recipient shall comply with the audit requirements contained in 2 C.F.R. Part 200, Subpart F.

b. In accounting for the receipt and expenditure of funds under this Agreement, the Sub-Recipient shall follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R. §200.1, GAAP "has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB)."

c. When conducting an audit of the Sub-Recipient's performance under this Agreement, the Division shall use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by 2 C.F.R. §200.1, GAGAS, "also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits."

d. If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Sub-Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and

Agreement provisions within thirty (30) days after the Division has notified the Sub-Recipient of such non-compliance.

e. The Sub-Recipient shall have all audits completed by an independent auditor, which is defined in section 215.97(2)(i), Florida Statutes, as "an independent certified public accountant licensed under chapter 473." The independent auditor shall state that the audit complied with the applicable provisions noted above. The audit must be received by the Division no later than nine months from the end of the Sub-Recipient's fiscal year.

f. The Sub-Recipient shall send copies of reporting packages for audits conducted in accordance with 2 C.F.R. Part 200, by or on behalf of the Sub-Recipient, to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General

2489 Shumard Oak Boulevard

Tallahassee, Florida 32399-2100

g. The Sub-Recipient shall send the Single Audit reporting package and Form SF-SAC to the Federal Audit Clearinghouse by submission online at:

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

h. The Sub-Recipient shall send any management letter issued by the auditor to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General

2489 Shumard Oak Boulevard

Tallahassee, Florida 32399-2100

(12) REPORTS

a. Consistent with 2 C.F.R. §200.328, the Sub-Recipient shall provide the Division with quarterly reports and a close-out report. These reports shall include the current status and progress by the Sub-Recipient and all subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

b. Quarterly reports are due to the Division no later than fifteen (15) days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30, and December 31.

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

d. If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, then the Division may withhold further payments until they are completed or may take other action as stated in Paragraph (16) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Scope of Work.

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

f. The Sub-Recipient shall provide additional reports and information identified in Attachment F.

(13) MONITORING

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

b. In addition to reviews of audits, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits, and/or other procedures. The Sub-Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that a limited scope audit of the Sub-Recipient is appropriate, the Sub-Recipient agrees to comply with any additional instructions provided by the Division to the Sub-Recipient regarding such audit. The Sub-Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Sub-Recipient throughout the contract term to ensure timely completion of all tasks.

(14) LIABILITY

a. Unless Sub-Recipient is a State agency or subdivision, as defined in section 768.28(2), Florida Statutes, the Sub-Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement and, as authorized by section 768.28(19), Florida Statutes, Sub-Recipient shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Sub-Recipient agrees that it is not an employee or agent of the Division, but is an independent contractor.

b. As required by section 768.28(19), Florida Statutes, any Sub-Recipient which is a state agency or subdivision, as defined in section 768.28(2), Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the

Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any Sub-Recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(15) DEFAULT

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (16); however, the Division may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment if:

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

b. Material adverse changes occur in the financial condition of the Sub-Recipient at any time during the term of this Agreement, and the Sub-Recipient fails to cure this adverse change within thirty (30) days from the date written notice is sent by the Division;

c. Any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete or insufficient information; or,

d. The Sub-Recipient has failed to perform and complete on time any of its obligations under this Agreement.

(16) REMEDIES

If an Event of Default occurs, then the Division shall, after thirty (30) calendar days written notice to the Sub-Recipient and upon the Sub-Recipient's failure to cure within those thirty (30) days, exercise any one or more of the following remedies, either concurrently or consecutively:

a. Terminate this Agreement, provided that the Sub-Recipient is given at least thirty (30) days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (3) herein;

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

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

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

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

i. Request additional information from the Sub-Recipient to determine the reasons for or the extent of non-compliance or lack of performance,

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

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

iv. Require the Sub-Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible;

f. Exercise any other rights or remedies which may be available under law.

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

(17) TERMINATION

a. The Division may terminate this Agreement for cause after thirty (30) days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Sub-Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under chapter 119, Florida Statutes, as amended.

b. The Division may terminate this Agreement for convenience or when it determines, in its sole discretion that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Sub-Recipient with thirty (30) calendar day's prior written notice.

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

d. In the event that this Agreement is terminated, the Sub-Recipient will not incur new obligations for the terminated portion of the Agreement after the Sub-Recipient has received the notification of termination. The Sub-Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Sub-Recipient shall not be relieved of liability to the Division because of any breach of Agreement by the Sub-Recipient. The

Division may, to the extent authorized by law, withhold payments to the Sub-Recipient for the purpose of set-off until the exact amount of damages due the Division from the Sub-Recipient is determined.

(18) PROCUREMENT

a. The Sub-Recipient shall ensure that any procurement involving funds authorized by the Agreement complies with all applicable federal and state laws and regulations, to include 2 C.F.R. §§200.318 through 200.327 as well as Appendix II to 2 C.F.R. Part 200 (entitled "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards").

b. As required by 2 C.F.R. §200.318(i), the Sub-Recipient shall "maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price."

c. As required by 2 C.F.R. §200.318(b), the Sub-Recipient shall "maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders." In order to demonstrate compliance with this requirement, the Sub-Recipient shall document, in its quarterly report to the Division, the progress of any and all subcontractors performing work under this Agreement.

d. The Sub-Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Division and Sub-Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.

e. As required by 2 C.F.R. §200.318(c)(1), the Sub-Recipient shall "maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts."

f. As required by 2 C.F.R. §200.319(a), the Sub-Recipient shall conduct any procurement under this agreement "in a manner providing full and open competition." Accordingly, the Sub-Recipient shall not:

i. Place unreasonable requirements on firms in order for them to qualify to do business;

ii. Require unnecessary experience or excessive bonding;

iii. Use noncompetitive pricing practices between firms or between affiliated companies;

iv. Execute noncompetitive contracts to consultants that are on retainer contracts;

v. Authorize, condone, or ignore organizational conflicts of interest;

vi. Specify only a brand name product without allowing vendors to offer an equivalent;

vii. Specify a brand name product instead of describing the performance, specifications, or other relevant requirements that pertain to the commodity or service solicited by the procurement;

viii. Engage in any arbitrary action during the procurement process; or,

ix. Allow a vendor to bid on a contract if that bidder was involved with developing or drafting the specifications, requirements, statement of work, invitation to bid, or request for proposals.

g. “Except in those cases where applicable Federal statutes expressly mandate or encourage” otherwise, the Sub-Recipient, as required by 2 C.F.R. §200.319(c), shall not use a geographic preference when procuring commodities or services under this Agreement.

h. The Sub-Recipient shall conduct any procurement involving invitations to bid (i.e. sealed bids) in accordance with 2 C.F.R. §200.320(d) as well as section 287.057(1)(a), Florida Statutes.

i. The Sub-Recipient shall conduct any procurement involving requests for proposals (i.e. competitive proposals) in accordance with 2 C.F.R. §200.320(2) as well as section 287.057(1)(b), Florida Statutes.

j. For each subcontract, the Sub-Recipient shall provide a written statement to the Division as to whether that subcontractor is a minority business enterprise, as defined in section 288.703, Florida Statutes. Additionally, the Sub-Recipient shall comply with the requirements of 2 C.F.R. §200.321 (“Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms”).

k. If the Sub-Recipient chooses to subcontract any of the work required under this Agreement, then the Sub-Recipient shall review its competitive solicitation and subsequent contract to be awarded for compliance with the procurement standards in 2 C.F.R. §§200.318 through 200.327 and required contract provisions in Appendix II to 2 C.F.R. Part 200. If the Sub-Recipient publishes a competitive solicitation or executes a contract that is not in compliance with the Federal procurement standards in 2 C.F.R. §§200.318 through 200.327 or the requirements of Appendix II to 2 C.F.R. Part 200, then the Sub-Recipient is on notice that the Division may:

i. Terminate this Agreement in accordance with the provisions outlined in paragraph (17) above; or,

ii. Refuse to reimburse the Sub-Recipient for any costs associated with that solicitation.

l. FEMA has developed helpful resources for subgrant recipients related to compliance with the Federal procurement standards in 2 C.F.R. §§200.318 through 200.327 and required contract

provisions in Appendix II to 2 C.F.R. Part 200. These resources are generally available at https://www.fema.gov/procurement-disaster-assistance-team.

(19) ATTACHMENTS

a. All attachments to this Agreement are incorporated as if set out fully.

b. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

c. This Agreement has the following attachments:

i. Exhibit 1 - Funding Sources
ii. Attachment A – Budget and Scope of Work
iii. Attachment B – Program Statutes and Regulations
iv. Attachment C – Statement of Assurances
v. Attachment D – Request for Advance or Reimbursement
vi. Attachment E – Justification of Advance Payment
vii. Attachment F – Quarterly Report Form
viii. Attachment G – Warranties and Representations
ix. Attachment H – Certification Regarding Debarment
x. Attachment I – Federal Funding Accountability and Transparency Act
xi. Attachment J – Mandatory Contract Provisions
xii. Attachment K – Certification Regarding Lobbying
xiii. Attachment L – Florida Accountability Contract Tracking System
xiv. Attachment M – Foreign Country of Concern Affidavit

(20) PAYMENTS

a. Any advance payment under this Agreement is subject to 2 C.F.R. §200.305 and, as applicable, section 216.181(16), Florida Statutes. All advances are required to be held in an interest-bearing account. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be included in this Agreement as Attachment E. Attachment E will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. No advance shall be accepted for processing if a reimbursement has been paid prior to the submittal of a request for advanced payment. After the initial advance, if any, payment shall be made on a reimbursement basis as needed.

b. Invoices shall be submitted at least quarterly and shall include the supporting documentation for all costs of the project or services. The final invoice shall be submitted within sixty (60) days after the expiration date of the agreement. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division grant manager as part of the Sub-Recipient's quarterly reporting as referenced in Paragraph (12) of this Agreement.

c. If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief Financial Officer or under subparagraph (9)b. of this Agreement, all obligations on the part of the Division to make any further payment of funds shall terminate, and the Sub-Recipient shall submit its closeout report within thirty (30) days of receiving notice from the Division.

(21) REPAYMENTS

a. All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management", and mailed directly to the following address:

Division of Emergency Management
Cashier
2489 Shumard Oak Boulevard
Tallahassee FL 32399-2100

b. In accordance with section 215.34(2), Florida Statutes, if a check or other draft is returned to the Division for collection, Sub-Recipient shall pay the Division a service fee of $15.00 or 5% of the face amount of the returned check or draft, whichever is greater.

(22) MANDATED CONDITIONS

a. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Sub-Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials are incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Division and with thirty (30) days written notice to the Sub-Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Sub-Recipient.

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

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

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

e. Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of $25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

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

i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded or disqualified from covered transactions by a federal department or agency;

ii. Have not, within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

iii. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph (22) f. ii. of this certification; and,

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

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

h. The Division reserves the right to unilaterally cancel this Agreement if the Sub-Recipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of chapter 119, Florida Statutes, which the Sub-Recipient created or received under this Agreement.

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

j. The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Division shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Sub-Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Division.

k. Section 287.05805, Florida Statutes, requires that any state funds provided for the purchase of or improvements to real property are contingent upon the contractor or political subdivision granting to the state a security interest in the property at least to the amount of state funds provided for at least 5 years from the date of purchase or the completion of the improvements or as further required by law.

l. The Division may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), Florida Statutes, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

m. If applicable, pursuant to Section 255.0993, Florida Statutes, the Sub-Recipient shall ensure that any iron or steel product, as defined in Section 255.0993(1)(b), Florida Statutes, that is permanently incorporated in the deliverable(s) resulting from this project, must be produced in the United States.

(23) LOBBYING PROHIBITION

a. 2 C.F.R. §200.450 prohibits reimbursement for costs associated with certain lobbying activities.

b. Section 216.347, Florida Statutes, prohibits "any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency."

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

d. The Sub-Recipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:

i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sub-Recipient, to any person for influencing or attempting to influence an officer or

employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

ii. 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 Sub-Recipient shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities."

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

iv. 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.

(24) COPYRIGHT, PATENT AND TRADEMARK

EXCEPT AS PROVIDED BELOW, ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA; AND, ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE SUB-RECIPIENT TO THE STATE OF FLORIDA.

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

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

c. Within thirty (30) days of execution of this Agreement, the Sub-Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Sub-Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is disclosed. Failure to disclose will indicate that no such property exists. The Division shall then, under Paragraph (24) b., have the right to all patents and copyrights which accrue during performance of the Agreement.

d. If the Sub-Recipient qualifies as a state university under Florida law, then, pursuant to section 1004.23, Florida Statutes, any invention conceived exclusively by the employees of the Sub-Recipient shall become the sole property of the Sub-Recipient. In the case of joint inventions, that is inventions made jointly by one or more employees of both parties hereto, each party shall have an equal, undivided interest in and to such joint inventions. The Division shall retain a perpetual, irrevocable, fully-paid, nonexclusive license, for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products, developed solely by the Sub-Recipient, under this Agreement, for Florida government purposes.

(25) LEGAL AUTHORIZATION

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

(26) EQUAL OPPORTUNITY AND MERIT-BASED SELECTION

a. In accordance with Executive Order 14173, "Ending Illegal Discrimination and Restoring Merit-Based Opportunity," the Subrecipient hereby agrees that all procurement and employment actions funded in whole or in part with federal funds shall be identity-neutral and merit-based.

i. The Subrecipient and its contractors shall not discriminate against any employee, applicant for employment, or bidder because of race, color, religion, sex, sexual orientation, gender identity, or national origin.

ii. The Subrecipient certifies that no contract award or employment decision shall be based on a demographic preference, quota, or "workforce balancing" requirement.

iii. All contract awards must be based solely on technical merit, cost-effectiveness, and the bidder's demonstrated ability to perform the work.

b. The Subrecipient acknowledges that compliance with this Section (26) is **material** to the federal government's decision to provide and reimburse funds. The Subrecipient further agrees that:

i. Failure to adhere to merit-based selection standards while certifying compliance through the submission of reimbursement requests may subject the Subrecipient to civil and/or criminal penalties under the False Claims Act (31 U.S.C. §§ 3729–3733).

ii. The Subrecipient shall include the provisions of this Section (26) in every subcontract or purchase order so that such provisions shall be binding upon each subcontractor or vendor.

iii. In the event of the Subrecipient's noncompliance with the merit-based provisions of this clause, FDEM may cancel, terminate, or suspend this Agreement in whole or in part and refer the matter to the Department of Justice for appropriate legal proceedings.

(27) COPELAND ANTI-KICKBACK ACT

The Sub-Recipient hereby agrees that, unless exempt under Federal law, it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, the following clause:

i. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

ii. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

iii. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

(28) CONTRACT WORK HOURS AND SAFETY STANDARDS

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds $100,000 and involves the employment of mechanics or laborers, then any such contract must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated

at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

(29) CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds $150,000, then any such contract must include the following provision:

> Contractor agrees to comply 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), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

(30) SUSPENSION AND DEBARMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following provisions:

> i. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
>
> ii. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
>
> iii. This certification is a material representation of fact relied upon by the Division. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Division, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
>
> iv. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

(31) BYRD ANTI-LOBBYING AMENDMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following clause:

> Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award 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.

If this subgrant agreement amount is $100,000 or more, the Sub-Recipient, and subcontractors as applicable, shall sign Attachment K – Certification Regarding Lobbying.

(32) CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

a. If the Sub-Recipient, with the funds authorized by this Agreement, seeks to procure goods or services, then, in accordance with 2 C.F.R. §200.321, the Sub-Recipient shall take the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used whenever possible:

i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs i. through v. of this subparagraph.

b. The requirement outlined in subparagraph a. above, sometimes referred to as "socioeconomic contracting," does not impose an obligation to set aside either the solicitation or award of a contract to these types of firms. Rather, the requirement only imposes an obligation to carry out and document the six affirmative steps identified above.

c. The "socioeconomic contracting" requirement outlines the affirmative steps that the Sub-Recipient must take; the requirements do not preclude the Sub-Recipient from undertaking additional steps to involve small and minority businesses and women's business enterprises.

d. The requirement to divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises, does not authorize the Sub-Recipient to break a single project down into smaller components in order to circumvent the micro-purchase or small purchase thresholds so as to utilize streamlined acquisition procedures (e.g. "project splitting").

(33) ASSURANCES

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

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

SUB-RECIPIENT: CITY OF PORT ORANGE

By: _____

Name and Title: _____

Date: _____

FEID#: _____

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____

Name and Title: Kevin Guthrie, Director

Date:_____

EXHIBIT – 1

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

Federal Program
Federal agency: **Federal Emergency Management Agency: Hazard Mitigation Grant**
Catalog of Federal Domestic Assistance title and number: **97.039**
Award amount: **$2,747,238.50**

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

- 2 C.F.R. Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- The Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. 5121 et seq., and Related Authorities
- Sections 1361(A) of the National Flood Insurance Act of 1968, 42 U.S.C. 4104c, as amended by the National Flood Insurance Reform Act of 1994, Public Law 103-325 and the Bunning-Bereuter-Blumenauer Flood Insurance Reform Act of 2004, Public Law 108-264
- 31 C.F.R. Part 205 Rules and Procedures for Funds Transfers

Federal Program:

1. Sub-Recipient is to use funding to perform the following eligible activities:
   - Elevation of flood prone structures
2. Sub-Recipient is subject to all administrative and financial requirements as set forth in this Agreement, or will be in violation of the terms of the Agreement.

Attachment A

Budget and Scope of Work

STATEMENT OF PURPOSE:

The purpose of this Scope of Work is to elevate thirteen (13) single-family residences in Port Orange, Volusia County, Florida, funded through the Hazard Mitigation Grant Program (HMGP) **DR-4673-144-R**, as approved by the Florida Division of Emergency Management (Division) and the Federal Emergency Management Agency (FEMA).

The Sub-Recipient, City of Port Orange, agrees to administer and complete the project per the application submitted by the Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient shall complete the work in accordance with all applicable Federal, State and Local Laws, Regulations and Codes.

PROJECT OVERVIEW:

As a Hazard Mitigation Grant Program project, the Sub-Recipient proposes to provide flood protection to thirteen (13) single-family residences located in Port Orange, Florida 32127 and 32129

The scope of work of the proposed project shall involve building and site preparation, along with the disconnection of utilities. The existing structures shall be raised on a new open foundation on pilings to the proposed design elevation. All utilities shall be reconnected, and service equipment shall be elevated to the required height. Appropriate means of ingress and egress shall be constructed to access the elevated living spaces at each property. The City of Port Orange also proposes to install ADA-complaint access consisting of lift platforms medically required for homeowners at 105 Judges Lane, Port Orange, Florida 32129; 5715 Riverside Drive, Port Orange, Florida 32127; 5951 Riverside Drive, Port Orange, Florida 32127 and 8 Venetian Circle, Port Orange, Florida 32127.

The habitable living areas of the original structure shall be elevated, and the non-habitable areas (if any) shall be converted to storage or parking. The project shall be designed and constructed in compliance with the Florida Building Code, ASCE 24-14 or latest edition, the Federal Flood Risk Management Standards (FFRMS), National Flood Insurance Program (NFIP) standards in 44 CFR, Part 60 and/or local floodplain ordinances or any other applicable local regulations.

The project shall provide protection against a 100-year storm event. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

Project Locations:

ID#	Location	Coordinates
1)	795 Biro Drive, Port Orange, Florida 32129	29.14442, -81.00528
2)	111 Fleming Avenue, Port Orange, Florida 32127 (a)	29.13440, -80.98161
3)	111 Fleming Avenue, Port Orange, Florida 32127 (b)	29.13446, -80.98169
4)	216 Grant Street, Port Orange, Florida 32127	29.13933, -80.98679
5)	105 Judges Lane, Port Orange, Florida 32129	29.14212, -80.99997
6)	5028 Palmetto Street, Port Orange, Florida 32127	29.13378, -80.98205
7)	5088 Palmetto Street, Port Orange, Florida 32127	29.13115, -80.98100
8)	524 Powers Avenue, Port Orange, Florida 32127	29.13996, -80.99321
9)	894 Reservation Court, Port Orange, Florida 32129	29.14769, -81.00589
10)	5715 Riverside Drive, Port Orange, Florida 32127	29.11329, -80.97156
11)	5817 Riverside Drive, Port Orange, Florida 32127	29.11173, -80.97022
12)	5951 Riverside Drive, Port Orange, Florida 32127	29.10649, -80.96832
13)	8 Venetian Circle, Port Orange, Florida 32127	29.15064, -80.97372

TASKS & DELIVERABLES:

A) Tasks:

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

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

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

   The Sub-Recipient shall ensure that no contractors or subcontractors are debarred or suspended from participating in federally funded projects.

   The selected contractor shall have a current and valid occupational license/business tax receipt issued for the type of services being performed.

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

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

   Executed contracts with contractors and/or subcontractors shall be provided to the Division by the Sub-Recipient.

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

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

   The project shall be implemented in accordance with conceptual designs and construction plans previously presented to the Division by the Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient shall ensure that all applicable state, local and federal laws and regulations are followed and documented, as appropriate.

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

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

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

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

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

a) Local Building Official Building Permit.

b) A Copy of the Certificate of Occupancy or copy of the Local Building Official Inspection Report and Final Approval, as applicable.

    1. Certifying that the structure is code-compliant.

c) A Copy of the Elevation Certificate before mitigation, if available.

d) A Copy of the Final Elevation Certificate (FEMA Form ff-206-fy-22-152), after mitigation – ensuring the structure has been elevated to the proper elevation.

e) All Product Specification / Data Sheets (technical standards) satisfying protective requirements on all products utilized.

f) Signed notices from the affected property owner in the Special Flood Hazard Area (SFHA) that the Sub-Recipient shall record a Deed Notice applicable to their property, as described in section (h), below, and that they shall maintain flood insurance.

g) Verification that the property located within a SFHA is covered by an NFIP flood insurance policy to the amount at least equal to the project cost or to the maximum limit of coverage made available with respect to the particular property, whichever is less.

h) Confirmation that the Sub-Recipient (or property owner) has legally recorded with the county or appropriate jurisdiction's land records a notice that includes the name of the current property owner (including book/page reference to record of current title, if readily available), a legal description of the property, and the following notice of flood insurance requirements:

    "This property has received Federal hazard mitigation assistance. Federal law requires that flood insurance coverage on this property must be maintained during the life of the property regardless of transfer of ownership of such property. Pursuant to 42 U.S.C. 5154a, notwithstanding any other provision of law, no Federal disaster relief assistance made available in a flood disaster area may be used to make a payment (including any loan assistance payment) to a person for repair, replacement, or restoration for damage to any personal, residential, or commercial property if that person at any time has received flood disaster assistance that was conditional on the person first having obtained flood insurance under applicable Federal law and subsequently having failed to obtain and maintain flood insurance as required under applicable Federal law on such property. The property owner is also required to maintain this property in accordance with the floodplain management criteria of 44 CFR Section 60.3 and any city/county ordinance."

i) Letter verifying if prehistoric or historic artifacts, intact archaeological features or deposits, or human remains were discovered during project activities and, if so, how they were handled in accordance with Florida Statutes, Section 872.05.

j) Letter verifying compliance that all construction activities occurred within the existing footprint of the properties and equipment was staged outside the areas designated as floodplain.

k) Copy of floodplain permit and verification of compliance; if no permit was needed, a letter stating "No Permit Required" from the local floodplain administrator obtained prior to project commencement.

l) Proof of compliance with Project Conditions and Requirements contained herein.

3) During the course of this agreement, the Sub-Recipient shall submit requests for reimbursement. Adequate and complete source documentation shall be submitted to support all costs (federal share and local share) related to the project. In some cases, not all project activities may be fully complete prior to requesting reimbursement of costs incurred in completion of this scope of work; however, a partial reimbursement may be requested.

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

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

Construction Expense: The Sub-Recipient shall pre-audit bills, invoices, and/or charges submitted by the contractors and subcontractors and pay the contractors and subcontractors for approved bills, invoices, and/or charges. Sub-Recipient shall ensure that all contractor/subcontractor bills, invoices, and/or charges are legitimate and clearly identify the activities being performed and associated costs.

Sub-Recipient Management Costs (SRMC) expenditure must adhere to FEMA Policy #104-11-1 HMGP Management Costs (Interim) signed November 14, 2018. FEMA defines management costs as any: Indirect costs, Direct administrative costs, and other administrative expenses associated with a specific project. Administrative costs are expenses incurred by a Sub-Recipient in managing and administering the federal award to ensure that federal, state requirements are met including: solicitation, development, review, and processing of sub-applications; delivery of technical assistance; quarterly progress and fiscal reporting; project monitoring; technical monitoring; compliance activities associated with federal procurement requirements; documentation of quality of work verification for quarterly reports and closeout; payment of claims; closeout review and liquidation; and records retention.

Any activities that are directly related to a project are not eligible under management costs. For example, architectural, engineering, and design services are project costs and cannot be included under management costs. Similarly, construction management activities that manage, coordinate, and supervise the construction process from project scoping to project completion are project costs. These activities cannot be included under management costs.

Due to Strategic Funds Management (SFM), SRMC Interim Policy requires management costs to be obligated in increments sufficient to cover Sub-Recipient needs, for no more than one year, unless contractual agreements require additional funding. FEMA has established a threshold where annual increments will be applied to larger awards allowing smaller awards to be fully obligated. Obligations will be handled by the size of the total subaward.

The Sub-Recipient shall pre-audit all SRMC source documentation – personnel, fringe benefits, travel, equipment, supplies, contractual, and indirect costs. A brief narrative is required to identify what the funds will be used for. Documentation shall be detailed and clearly describe each approved task performed, hours devoted to each task, and the hourly rate charged including enough information to calculate the hourly rates based on payroll records. Employee benefits and tasks shall be clearly shown on the Personnel Activity Form, and all Personnel or Contractual SRMC shall be invoiced separate from all other project costs.

Project Management Expenses (only applies to disasters prior to August 1, 2017, all others adhere to FEMA Policy #104-11-1 for SRMC): The Sub-Recipient shall pre-audit source documentation such as

payroll records, project time sheets, attendance logs, etc. Documentation shall be detailed information describing tasks performed, hours devoted to each task, and the hourly rate charged for each hour including enough information to calculate the hourly rates based on payroll records. Employee benefits shall be clearly shown.

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

Review and approval of any third-party in-kind services, if applicable, shall be conducted by the Division in coordination with the Sub-Recipient.

Quarterly reports shall be submitted by the Sub-Recipient and received by the Division at the times provided in this agreement prior to the processing of any reimbursement.

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

a) Contractor, subcontractor, and/or vendor invoices which clearly display dates of services performed, description of services performed, location of services performed, cost of services performed, name of service provider and any other pertinent information;

b) Proof of payment from the Sub-Recipient to the contractor, subcontractor, and/or vendor for invoiced services;

c) Clear identification of amount of costs being requested for reimbursement as well as costs being applied against the local match amount.

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

B) Deliverables:

Mitigation Activities consist of elevation of thirteen (13) single-family residences located in Port Orange, Florida 32127 and 32129, to include building and site preparation, along with the disconnection and reconnection of utilities.

The habitable living areas of the original structure shall be elevated, and the non-habitable areas (if any) shall be converted to storage or parking. The project shall be designed and constructed in compliance with the Florida Building Code, ASCE 24-14 or latest edition, the Federal Flood Risk Management Standards (FFRMS), NFIP standards in 44 CFR, Part 60 and/or local floodplain ordinances or any other applicable local regulations.

The project shall provide protection against a 100-year storm event. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

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

PROJECT CONDITIONS AND REQUIREMENTS:

C) Engineering:

1) The Sub-Recipient shall submit to the Division an official letter stating that the project is 100% complete and ready for the Division's Final Inspection of the project.

2) The Sub-Recipient shall provide a copy of the Notice of Commencement, and a copy of the Certificate of Occupancy or any local official Inspection Report and/or Final Approval, as applicable.

3) The Sub-Recipient shall provide a copy of the Elevation Certificate prepared before mitigation, if available.

4) The Sub-Recipient shall submit a copy of the Elevation Certificate prepared after mitigation, showing the Base Flood Elevation and the elevation of all components.

5) The Sub-Recipient shall submit all Product Specifications / Data Sheet(s) (technical standards) satisfying protect requirements on all products utilized.

6) All installations shall be done in strict compliance with the Florida Building Code or any local codes and ordinances. All materials shall be certified to exceed the wind and impact standards of the current local codes.

7) The Sub-Recipient shall follow all applicable State, Local and Federal Laws, Regulations and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate Federal, State, and Local permits and clearances may jeopardize federal funding.

D) <u>Environmental:</u>

1) Sub-Recipient shall follow all applicable state, local and federal laws, regulations and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding.

2) Any change, addition or supplement to the approved Scope of Work that alters the project (including other work not funded by FEMA, but done substantially at the same time), regardless of the budget implications, shall require re-submission of the application to FEMA through the Division for National Environmental Policy Act (NEPA) and National Historic Preservation Act (NHPA) re-evaluation before starting project work.

3) The Sub-Recipient shall monitor ground-disturbing activities during construction, and if any potential archeological resources are discovered, shall immediately cease construction in that area and notify the Division and FEMA.

   If human remains or intact archaeological features or deposits (e.g., arrowheads, pottery, glass, metal, etc.) are uncovered, work in the vicinity of the discovery shall stop immediately and all reasonable measures to avoid or minimize harm to the finds shall be taken. The Sub-Recipient shall ensure that archaeological discoveries are secured in place, that access to the sensitive area is restricted, and that all reasonable measures are taken to avoid further disturbance of the discoveries.

   The Sub-Recipient's contractor shall provide immediate notice of such discoveries to the Sub-Recipient. The Sub-Recipient shall notify the Florida Division of Historic Resources, the Division, and FEMA within 24 hours of the discovery. Work in the vicinity of the discovery may not resume until FEMA and the Division have completed consultation with SHPO, Tribes, and other consulting parties as necessary.

   In the event that unmarked human remains are encountered during permitted activities, all work shall stop immediately, and the proper authorities notified in accordance with ***Florida Statutes, Section 872.05***.

4) If prehistoric or historic artifacts, such as pottery or ceramics, projectile points, dugout canoes, metal implements, historic building materials, or any other physical remains that could be associated with Native American, early European, or American settlement are encountered at any time within the project site area, the permitted project shall cease all activities involving subsurface disturbance in the vicinity of the discovery. The Sub-Recipient shall contact the Florida Department of State, Division of Historical Resources, Compliance Review Section at (850)-245-6333. Project activities shall not

resume without verbal and/or written authorization. In the event that unmarked human remains are encountered during permitted activities, all work shall stop immediately and the proper authorities notified in accordance with ***Section 872.05, Florida Statutes***.

5) The Sub-Recipient must obtain a floodplain permit from the local floodplain administrator before work begins. Failure to comply with these conditions may jeopardize FEMA funding; verification of compliance shall be required at project closeout.

6) All construction activities must occur within the existing footprint of the property. There shall be no staging of equipment in the areas designated as a floodplain. Failure to comply with these conditions may jeopardize FEMA funding; verification of compliance shall be required at project closeout.

7) Construction vehicles and equipment used for this project shall be maintained in good working order to minimize pollutant emissions.

E) <u>Programmatic:</u>

1) A change in the scope of work *must* be approved by the Division and FEMA in advance regardless of the budget implications.

2) The Sub-Recipient must notify the Division as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower costs or earlier completion.

3) The Sub-Recipient must "obtain prior written approval for any budget revision which would result in a need for additional funds" [44 CFR 13(c)], from the Division and FEMA.

4) Project is approved with the condition that the enclosed list of deliverables shall be submitted, 30 days prior to the Period of Performance date, for review and approval by the Division, for submittal to FEMA for closeout.

5) Any extension of the Period of Performance shall be submitted to FEMA 60 days prior to the expiration date. Therefore, any request for a Period of Performance Extension shall be in writing and submitted, along with substantiation of new expiration date and a new schedule of work, to the Division a minimum of seventy (70) days prior to the expiration date, for Division processing to FEMA.

6) The Sub-Recipient must avoid duplication of benefits between the HMGP and any other form of assistance, as required by Section 312 of the Stafford Act, and further clarification in 44 CFR 206.191.

7) A copy of the executed subcontract agreement must be forwarded to the Division within 10 days of execution.

8) A copy of the recorded deed amendment for each property as required by HMA Guidance.

9) For structures located in the Special Flood Hazard Area (SFHA), the Sub-Recipient shall verify if the proposed project triggers a substantial improvement and confirm that the project will be in compliance with the current local floodplain management ordinance.

10) For structures that remain in the SFHA after implementation, flood insurance must be maintained for the life of the structure to an amount at least equal to the project cost or to the maximum limit of coverage made available with respect to the particular properties.

Confirmation that the Sub-Recipient (or property owner) has legally recorded with the county or appropriate jurisdiction's land records a notice that includes the name of the current property owner (including book/page reference to record of current title, if readily available), a legal description of the property, and the following notice of flood insurance requirements:

"This property has received Federal hazard mitigation assistance. Federal law requires that flood insurance coverage on this property must be maintained during the life of the property regardless of transfer of ownership of such property. Pursuant to 42 U.S.C. 5154a, notwithstanding any other provision of law, no Federal disaster relief assistance made available in a flood disaster area may be

used to make a payment (including any loan assistance payment) to a person for repair, replacement, or restoration for damage to any personal, residential, or commercial property if that person at any time has received flood disaster assistance that was conditional on the person first having obtained flood insurance under applicable Federal law and subsequently having failed to obtain and maintain flood insurance as required under applicable Federal law on such property. The property owner is also required to maintain this property in accordance with the floodplain management criteria of 44 CFR Section 60.3 and any city/county ordinance."

11) Prior to project commencement, the Sub-Recipient must identify the source and location of fill material and provide this information to the Division and FEMA. If the borrow pit is privately owned, or is located on previously undisturbed land, or if the fill is obtained by the horizontal expansion of a pre-existing borrow pit, FEMA consultation with the State Historic Preservation Officer shall be required. Failure to comply with this condition may jeopardize FEMA funding; verification of compliance shall be required prior to project commencement AND for project closeout.

12) The Sub-Recipient must obtain a floodplain permit from the local floodplain administrator before work begins. Failure to comply with these conditions may jeopardize FEMA funding; verification of compliance shall be required at project closeout.

13) A certificate of occupancy and the final Elevation Certificate (FEMA Form - Elevation Certificate -ff-206-fy-22-152) for each structure on the project to certify the structure is code compliant and was elevated to the required elevation.

14) A copy of the recorded deed for each property, including structure elevation project deed requirements for property maintenance and flood insurance requirements.

15) A signed Acknowledgement of Conditions for Properties Using FEMA Hazard Mitigation Assistance form for each structure.

16) A certification from a building official or licensed design professional verifying that the structure was designed and constructed to the minimum standard of the two most recently published editions of the International Codes, even in locations where no code has been adopted.

17) Front, rear and side photographs of the final structure(s), including the date of the photograph, property address, latitude/longitude to the nearest sixth decimal place and the source of the photograph.

18) Verification of flood insurance policy for each structure.

19) Closeout of structural elevation project, the Sub-Recipient shall provide:

    a) Updated property information for each location.

    b) A Certificate of Occupancy, certifying that each structure is code-compliant.

    c) A Final Elevation Certificate (FEMA Form FF-206-FY-22-152) for each structure to ensure the structure has been elevated to the proper elevation.

20) The Sub-Recipient must ensure that persons responsible for the management of this grant, including the designated Point of Contact (POC), staff, and consultants, attend the Division's Sub-Recipient Responsibility Review training at least once every thirty-six (36) months. Any change in the Sub-Recipient's Point of Contact (POC), or in any other person responsible for the management of this grant, shall require the newly designated individual to also fulfill this training requirement by attending the Division's Sub-Recipient Responsibility Review training at least once every thirty-six (36) months, or by having completed it within the last thirty-six (36) months.

21) Special Conditions required on implementation of project:

    a) **EO 11988 CONDITION:** The Sub-Recipient must obtain floodplain permit from the local floodplain administrator before work begins. Failure to comply with these conditions may jeopardize FEMA funding; verification of compliance shall be required at project closeout. **Source of condition:** Executive Order 11988 – Floodplains **Monitoring Required: No**

b) **EO 11988 CONDITION:** This project is subject to the HMA FFRMS Partial Implementation Policy requirements. At a minimum, the structure must be protected to the lower of the Base Flood Elevation (BFE) plus two feet of freeboard or the 0.2 percent annual-chance flood elevation, whichever is lower. Sub-Recipient must coordinate with the local floodplain administrator and obtain any required permits prior to initiating work as well as provide a final elevation or flood proofing certificate after construction is completed. **Source of condition:** Executive Order 11988 – Floodplains **Monitoring Required: No**

c) **NHPA CONDITION:** If prehistoric or historic artifacts, such as pottery or ceramics, projectile points, dugout canoes, metal implements, historic building materials, or any other physical remains that could be associated with Native American, early European, or American settlement are encountered at any time within the project site area, the permitted project shall cease all activities involving subsurface disturbance in the vicinity of the discovery. The Sub-Recipient shall contact the Florida Department of State, Division of Historical Resources, Compliance Review Section at (850)-245-6333. Project activities shall not resume without verbal and/or written authorization. In the event that unmarked human remains are encountered during permitted activities, all work shall stop immediately, and the proper authorities notified in accordance with Section 872.05, Florida Statutes. **Source of condition:** National Historic Preservation Act (NHPA) **Monitoring Required: No**

d) **NHPA CONDITION:** If human remains or intact archaeological features or deposits (e.g., arrowheads, pottery, glass, metal, etc.) are uncovered, work in the vicinity of the discovery will stop immediately and all reasonable measures to avoid or minimize harm to the finds will be taken. The Sub-Recipient will ensure that archaeological discoveries are secured in place, that access to the sensitive area is restricted, and that all reasonable measures are taken to avoid further disturbance of the discoveries. The Sub-Recipient's contractor will provide immediate notice of such discoveries to the Sub-Recipient. The Sub-Recipient shall contact the Florida Division of Historic Resources and FEMA within 24 hours of the discovery. Work in the vicinity of the discovery may not resume until FEMA has completed consultation with SHPO, Tribes, and other consulting parties as necessary. In the event that unmarked human remains are encountered during permitted activities; all work shall stop immediately, and the proper authorities notified in accordance with Florida Statutes, Section 872.05. **Source of condition:** National Historic Preservation Act (NHPA) **Monitoring Required: No**

22) Sub-Recipient Management Costs (SRMC), implemented under the Disaster Relief and Recovery Act of 2018 (DRRA), amended Section 324 of the Stafford Act, and the Hazard Mitigation Grant Program Management Costs (Interim) FEMA Policy 104-11-1, provides 100% federal funding under HMGP to Sub-Recipients to efficiently manage the grant and complete activities in a timely manner.

a) SRMC must conform to 2 CFR Part 200, Subpart E, applicable program regulations, and Hazard Mitigation Assistance (HMA) Guidance (2015), ensuring costs are reasonable, allowable, allocable and necessary to the overall project.

b) Funding is for approved indirect costs, direct administrative costs, and administrative expenses associated with this specific project and shall have adequate documentation.

c) SRMC cannot exceed 5% of the total project costs awarded.

d) SRMC is 100% federally funded and will be reimbursed based on actual costs incurred for each individual Request for Reimbursement (RFR) submitted with the required documentation.

e) SRMC shall be reconciled against actual costs on a quarterly basis and annual basis.

f) If the Final Project Reconciliation results in a reduction of total project costs, any resulting SRMC overpayment shall be reimbursed back to the State for return to FEMA prior to FEMA Closeout.

This is FEMA project number **4673-144-R.** It is funded under HMGP, FEMA-4673-DR-FL and must adhere to all program guidelines established for the HMGP in accordance with the PAS Operational Agreement for Disaster 4673.

FEMA awarded this project on March 10, 2026, and the Period of Performance for this project shall end on **May 31, 2028**.

F) FINANCIAL CONSEQUENCES:

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

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

SCHEDULE OF WORK

State Contracting:	3	Months
Construction Plan/Technical Specifications:	2	Months
Bidding / Local Procurement:	3	Months
Permitting:	2	Months
Construction / Installation:	9	Months
Local Inspections / Compliance:	3	Months
State Final Inspection / Compliance:	2	Months
Closeout Compliance:	2	Months
Total Period of Performance:	**26**	**Months**

BUDGET

Line Item Budget*

	Project Cost	Federal Cost	Non-Federal Cost
Materials:	$1,661,688.00	$1,246,266.00	$415,422.00
Labor:	$1,647,417.00	$1,235,562.75	$411,854.25
Fees:	$239,213.00	$179,409.75	$59,803.25
Initial Agreement Amount:	**$3,548,318.00**	**$2,661,238.50**	**$887,079.50**
***Contingency Funds:	$0.00	$0.00	$0.00
Project Total:	**$3,548,318.00**	**$2,661,238.50**	**$887,079.50**
****SRMC**			
SRMC:	$50,000.00	$50,000.00	
SRMC-Pre-Award:	$36,000.00	$36,000.00	
SRMC Total:	**$86,000.00**	**$86,000.00**	

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

*** ***This project has an estimated $0.00 in contingency funds.*** *Per FEMA Hazard Mitigation Assistance Guidance Part VI, D.3.4 – Contingency funds are not automatically available for use. Prior to their release, contingency funds must be re-budgeted to another direct cost category and identified. Post-award changes to the budget require prior written approval from the Division (FDEM). The written request should demonstrate what unforeseen condition related to the project arose that required the use of contingency funds.*

Project Management costs are included for this project in the amount of $0.00.

**** ***Sub-Recipient Management Costs (SRMC) are included for this project in the amount of $86,000.00 in Federal funding.*** *Per the Hazard Mitigation Grant Program Interim FEMA Policy 104-11-1, SRMC provides HMGP funding to Sub-Recipients to efficiently manage the grant and complete activities in a timely manner. SRMC must conform to 2 CFR Part 200, Subpart E, ensuring costs are reasonable, allowable, allocable and necessary to the overall project.*

SRMC cannot exceed 5% of the approved total project costs awarded and shall be reimbursed at 5% for each Request for Reimbursement (RFR) submitted with the required documentation.

If the Final Project Reconciliation results in a reduction of total project costs, any resulting SRMC overpayment shall be reimbursed back to the State for return to FEMA prior to FEMA Closeout.

*This project has a **SRMC Pre-Award,** approved by FEMA in the amount of $36,000.00, with a start date of **June 20, 2023**.*

ID#	Address	Budget per address	Federal Share
1)	795 Biro Drive, Port Orange, Florida 32129	$313,936.00	$235,452.00
2)	111 Fleming Avenue, Port Orange, Florida 32127 (a)	$218,000.00	$163,500.00
3)	111 Fleming Avenue, Port Orange, Florida 32127 (b)	$32,000.00	$24,093.75
4)	216 Grant Street, Port Orange, Florida 32127	$232,540.00	$174,405.00
5)	105 Judges Lane, Port Orange, Florida 32129	$317,840.00	$238,380.00
6)	5028 Palmetto Street, Port Orange, Florida 32127	$204,076.00	$153,057.00

7)	5088 Palmetto Street, Port Orange, Florida 32127	$262,620.00	$196,965.00
8)	524 Powers Avenue, Port Orange, Florida 32127	$209,740.00	$157,305.00
9)	894 Reservation Court, Port Orange, Florida 32129	$403,717.00	$302,787.75
10)	5715 Riverside Drive, Port Orange, Florida 32127	$392,064.00	$294,048.00
11)	5817 Riverside Drive, Port Orange, Florida 32127	$275,190.00	$206,392.50
12)	5951 Riverside Drive, Port Orange, Florida 32127	$413,459.00	$310,094.25
13)	8 Venetian Circle, Port Orange, Florida 32127	$273,011.00	$204,758.25

Funding Summary Totals

Federal Share:	$2,661,238.50	(75.00%)
Non-Federal Share:	$887,079.50	(25.00%)
Total Project Cost:	**$3,548,318.00**	**(100.00%)**
SRMC (100% Federal)	$86,000.00	

Attachment B

Program Statutes and Regulations

The parties to this Agreement and the Hazard Mitigation Grant Program (HMGP) are generally governed by the following statutes and regulations:

(1) The Robert T. Stafford Disaster Relief and Emergency Assistance Act;

(2) 44 C.F.R. 7, 9, 18, 25, and 206. Reference (Title 44, up to date as of August 18, 2023, and last amended January 9, 2023.), and any other applicable FEMA policy memoranda and guidance documents;

(3) State of Florida Administrative Plan for the Hazard Mitigation Grant Program;

(4) The applicable Hazard Mitigation Assistance Program and Policy Guide (HMA Guide);

(5) All applicable laws and regulations delineated in Attachment C of this Agreement.

In addition to the above statutes and regulations, the Sub-recipient must comply with the following:

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

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

The Sub-recipient will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the completed work conforms with the approved plans and specifications and will furnish progress reports and such other information to HMGP as may be required.

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

(1) The property will be dedicated and maintained in perpetuity for a use that is compatible with open space, recreational, or wetlands management practices;

(2) No new structure will be erected on property other than:
   a. a public facility that is open on all sides and functionally related to a designed open space;
   b. a restroom; or

(3) A structure that the Director of the Federal Emergency Management Agency approves in writing before the commencement of the construction of the structure;

(4) After the date of the acquisition or relocation no application for disaster assistance for any purpose will be made to any Federal entity and no disaster assistance will be provided for the property by any Federal source; and

(5) If any of these covenants and restrictions is violated by the owner or by some third party with the knowledge of the owner, fee simple title to the Property described herein shall be conveyed to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida without further notice to the owner, its successors and assigns, and the owner, its successors and assigns shall forfeit all right, title and interest in and to the property.

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

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

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

(1) For Construction projects, the grantee must “obtain prior written approval for any budget revision which result in a need for additional funds” (2 C.F.R. § 200.308);

(2) A change in the Scope of Work must be approved by FEMA in advance regardless of the budget implications; and

(3) The Sub-recipient must notify the State as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower cost or earlier completion. Any extensions of the period of performance must be submitted to FEMA ninety (90) calendar days prior to the project expiration date. Reference the applicable Hazard Mitigation Assistance Program and Policy Guide (HMA Guide) Award Extensions guidance.

The Sub-recipient assures that it will comply with the following statutes and regulations to the extent applicable:

(1) 53 Federal Register 8034
(2) Federal Acquisition Regulations 31.2
(3) Section 1352, Title 31, US Code
(4) Chapter 473, Florida Statutes
(5) Chapter 215, Florida Statutes
(6) Section 768.28, Florida Statutes
(7) Chapter 119, Florida Statutes

(8) Section 216.181(6), Florida Statutes
(9) Cash Management Improvement Act of 1990
(10) American with Disabilities Act
(11) Section 112.061, Florida Statutes
(12) Immigration and Nationality Act
(13) Section 286.011, Florida Statutes
(14) 2 C.F.R. Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
(15) Uniform Relocation Assistance and Real Property Acquisitions Act of 1970
(16) Title I of the Omnibus Crime Control and Safe Streets Act of 1968
(17) Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act
(18) Omnibus Crime Control and Safe Streets Act of 1968, as amended
(19) Victims of Crime Act (as appropriate)
(20) Section 504 of the Rehabilitation Act of 1973, as amended
(21) Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990)
(22) Department of Justice regulations on disability discrimination, 28 C.F.R., Part 35 and Part 39
(23) 42 U.S.C. 5154a

Attachment C

Statement of Assurances

To the extent the following provisions apply to this Agreement, the Sub-recipient certifies that:

(a) It possesses legal authority to enter into this Agreement and to carry out the proposed program;

(b) Its governing body has duly adopted or passed as an official act of resolution, motion or similar action authorizing the execution of the hazard mitigation agreement with the Division of Emergency Management (DEM), including all understandings and assurances contained in it, and directing and authorizing the Sub-recipient's chief administrative officer or designee to act in connection with the application and to provide such additional information as may be required;

(c) No member of or delegate to the Congress of the United States, and no Resident Commissioner, shall receive any share or part of this Agreement or any benefit. No member, officer, or employee of the Sub-recipient or its designees or agents, no member of the governing body of the locality in which this program is situated, and no other public official of the locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year after, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds, for work be performed in connection with the program assisted under this Agreement. The Sub-recipient shall incorporate, in all contracts or subcontracts a provision prohibiting any interest pursuant to the purpose stated above;

(d) All Sub-recipient contracts for which the State Legislature is in any part a funding source, shall contain language to provide for termination with reasonable costs to be paid by the Sub-recipient for eligible contract work completed prior to the date the notice of suspension of funding was received by the Sub-recipient. Any cost incurred after a notice of suspension or termination is received by the Sub-recipient may not be funded with funds provided under this Agreement unless previously approved in writing by the Division. All Sub-recipient contracts shall contain provisions for termination for cause or convenience and shall provide for the method of payment in such event;

(e) It will comply with:

(1) Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. 327 et seq., requiring that mechanics and laborers (including watchmen and guards) employed on federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty hours in a work week; and

(2) Federal Fair Labor Standards Act, 29 U.S.C. Section 201 et seq., requiring that covered employees be paid at least minimum prescribed wage, and also that they be paid one and one-half times their basic wage rates for all hours worked in excess of the prescribed work-week.

(f) It will comply with

(1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), and the regulations issued pursuant thereto, which provides that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Sub-recipient received Federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Sub-

recipient, this assurance shall obligate the Sub-recipient, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits;

(2) Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age or with respect to otherwise qualifies handicapped individuals as provided in Section 504 of the Rehabilitation Act of 1973;

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

(h) It will comply with the Anti-Kickback Act of 1986, 41 U.S.C. Chapter 87 which outlaws and prescribes penalties for "kickbacks" of wages in federally financed or assisted construction activities;

(i) It will comply with the provisions of 5 U.S.C. 7323 (further known as the Hatch Act) which limits the political activities of employees;

(j) It will comply with the flood insurance purchase and other requirements of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 50, including requirements regarding the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance;

For sites located within Special Flood Hazard Areas (SFHA), the Sub-recipient must include a FEMA Model Acknowledgement of Conditions of Mitigation of Property in a Special Flood Hazard Area with FEMA Grant Funds executed by the title holder with the closeout request verifying that certain SFHA requirements were satisfied on each of the properties. The Model Acknowledgement can be found at www.fema.gov/governmenta/grant/sfha_conditions.shtm

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

(l) It will, in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (54 U.S.C.), Executive Order 11593, 36 C.F.R., Part 800, and the Preservation of Archaeological and Historical Data Act of 1966 (54 U.S.C. 3125) by:

(1) Consulting with the State Historic Preservation Office to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 C.F.R., Section 800.8) by the proposed activity; and

(2) Complying with all requirements established by the State to avoid or mitigate adverse effects upon such properties.

(3) Abiding by the terms and conditions of the **"Programmatic Agreement Among the Federal Emergency Management Agency, the Florida State Historic Preservation Office, the Florida Division of Emergency Management and the Advisory Council on Historic Preservation, (PA)"** which addresses roles and responsibilities of Federal and State entities in implementing Section 106 of the National Historic Preservation Act (NHPA), 54 U.S.C., and implementing regulations in 36 C.F.R., Part 800.

(4) When any of the Sub-recipient's projects funded under this Agreement may affect a historic property, as defined in 36 C.F.R., Part 800.16 (I)(1), the Federal Emergency Management Agency (FEMA) may require the Sub-recipient to review the eligible scope of work in consultation with the State Historic Preservation Office (SHPO) and suggest methods of repair or construction that will conform with the recommended approaches set out in the **Secretary of Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings 1992 (Standards),** the **Secretary of the Interior's Guidelines for Archeological Documentation (Guidelines)** (48 Federal Register 44734-37), or any other applicable Secretary of Interior standards. If FEMA determines that the eligible scope of work will not conform with the **Standards**, the Sub-recipient agrees to participate in consultations to develop, and after execution by all parties, to abide by, a written agreement that establishes mitigation and recondition measures, including but not limited to, impacts to archeological sites, and the salvage, storage, and reuse of any significant architectural features that may otherwise be demolished.

(5) The Sub-recipient agrees to notify FEMA and the Division if any project funded under this Agreement will involve ground disturbing activities, including, but not limited to: subsurface disturbance; removal of trees; excavation of footings and foundations, and installation of utilities (such as water, sewer, storm drains, electrical, gas, leach lines and septic tanks) except where these activities are restricted solely to areas previously disturbed by the installation, replacement or maintenance of such utilities. FEMA will request the SHPO's opinion on the potential that archeological properties may be present and be affected by such activities. The SHPO will advise the Sub-recipient on any feasible steps to be accomplished to avoid any National Register eligible archeological property or will make recommendations for the development of a treatment plan for the recovery or archeological data from the property.

If the Sub-recipient is unable to avoid the archeological property, develop, in consultation with SHPO, a treatment plan consistent with the **Guidelines** and take into account the Advisory Council on Historic Preservation (Council) publication "Treatment of Archeological Properties". The Sub-recipient shall forward information regarding the treatment plan to FEMA, the SHPO and the Council for review. If the SHPO and the Council do not object within fifteen (15) calendar days of receipt of the treatment plan, FEMA may direct the Sub-recipient to implement the treatment plan. If either the Council or the SHPO object, Sub-recipient shall not proceed with the project until the objection is resolved.

(6) The Sub-recipient shall notify the Division and FEMA as soon as practicable: (a) of any changes in the approved scope of work for a National Register eligible or listed property; (b) of all changes to a project that may result in a supplemental DSR or modify a HMGP project for a National Register eligible or listed property; (c) if it appears that a project funded under this Agreement will affect a previously unidentified property that may be eligible for inclusion in the National Register or affect a known historic property in an unanticipated manner. The Sub-recipient acknowledges that FEMA may require the Sub-recipient to stop construction in the vicinity of the discovery of a previously unidentified property that may eligible for inclusion in the National Register or upon learning that construction may affect a known historic property in an unanticipated manner. The Sub-recipient further acknowledges that FEMA may require the Sub-recipient to take all reasonable measures to avoid or minimize harm to such property until FEMA concludes

consultation with the SHPO. The Sub-recipient also acknowledges that FEMA will require, and the Sub-recipient shall comply with, modifications to the project scope of work necessary to implement recommendations to address the project and the property.

(7) The Sub-recipient acknowledges that, unless FEMA specifically stipulates otherwise, it shall not receive funding for projects when, with intent to avoid the requirements of the PA or the NHPA, the Sub-recipient intentionally and significantly adversely affects a historic property, or having the legal power to prevent it, allowed such significant adverse effect to occur.

(m) It will comply with applicable provisions of the following laws and policies prohibiting discrimination:

(1) Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination based on race, color, or national origin (including limited English proficiency).

(2) Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination based on disability.

(3) Title IX of the Education Amendments Act of 1972, as amended, which prohibits discrimination based on sex in education programs or activities.

(4) Age Discrimination Act of 1975, which prohibits discrimination based on age.

(5) U.S. Department of Homeland Security regulation 6 C.F.R. Part 19, which prohibits discrimination based on religion in social service programs.

(n) It will comply with Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;

(o) It will comply with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, (42 U.S.C. 4541-45-94) relating to nondiscrimination on the basis of alcohol abuse or alcoholism;

(p) It will comply with 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;

(q) It will comply with Lead-Based Paint Poison Prevention Act (42 U.S.C. 4821 et seq.) which prohibits the use of lead based paint in construction of rehabilitation or residential structures;

(r) It will comply with the Energy Policy and Conservation Act (P.L. 94-163; 42 U.S.C. 6201-6422), and the provisions of the State Energy Conservation Plan adopted pursuant thereto;

(s) It will comply with the Laboratory Animal Welfare Act of 1966, (7 U.S.C. 2131-2159), pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by an award of assistance under this Agreement;

(t) It will comply with Title VIII of the Civil Rights Act of 1968, (42 U.S.C 2000c and 42 U.S.C. 3601-3619), as amended, relating to non-discrimination in the sale, rental, or financing of housing, and Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color or national origin;

(u) It will comply with the Clean Air Act of 1955, as amended, 42 U.S.C. 7401-7675;

(v) It will comply with the Clean Water Act of 1977, as amended, 33 U.S.C. 1251-1388

(w) It will comply with the endangered Species Act of 1973, 16 U.S.C. 1531-1544;

(x) It will comply with the Intergovernmental Personnel Act of 1970, 42 U.S.C. 4701-4772;

(y) It will assist the awarding agency in assuring compliance with the National Historic Preservation Act of 1966, as amended, 54 U.S.C.;

(z) It will comply with environmental standards which may be prescribed pursuant to the National Environmental Policy Act of 1969, 42 U.S.C. 4321-4347;

(aa) It will assist the awarding agency in assuring compliance with the Preservation of Archeological and Historical Preservation Act of 1966, 16 U.S.C. 54 U.S.C. 3125

(bb) It will comply with the Rehabilitation Act of 1973, Section 504, 29 U.S.C. 794, regarding non-discrimination;

(cc) It will comply with the environmental standards which may be prescribed pursuant to the Safe Drinking Water Act of 1974, 42 U.S.C. 300f-300j-27, regarding the protection of underground water sources;

(dd) It will comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Property Acquisition Policies Act of 1970, 42 U.S.C. 4621-4638, which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs;

(ee) It will comply with the Wild and Scenic Rivers Act of 1968, 16 U.S.C. 1271-1287, related to protecting components or potential components of the national wild and scenic rivers system;

(ff) It will comply with the following Executive Orders: EO 11514 (NEPA); EO 11738 (violating facilities); EO 11988 (Floodplain Management); and EO 11990 (Wetlands).

(gg) It will comply with the Coastal Barrier Resources Act of 1977, 16 U.S.C. 3501-3510;

(hh) It will assure project consistency with the approved State program developed under the Coastal Zone Management Act of 1972, 16 U.S.C. 1451-14674; and

(ii) It will comply with the Fish and Wildlife Coordination Act of 1958, 16 U.S.C. 661-668.

(jj) With respect to demolition activities, it will:

(1) Create and make available documentation sufficient to demonstrate that the Sub-recipient and its demolition contractor have sufficient manpower and equipment to comply with the obligations as outlined in this Agreement.

(2) Return the property to its natural state as though no improvements had ever been contained thereon.

(3) Furnish documentation of all qualified personnel, licenses and all equipment necessary to inspect buildings located in the Sub-recipient's jurisdiction to detect the presence of asbestos and lead in accordance with requirements of the U.S. Environmental Protection Agency, the Florida Department of Environmental Protection and the County Health Department.

(4) Provide documentation of the inspection results for each structure to indicate:
   a. Safety Hazard Present
   b. Health Hazards Present

c. Hazardous Materials Present

(5) Provide supervision over contractors or employees employed by the Sub-recipient to remove asbestos and lead from demolished or otherwise applicable structures.

(6) Leave the demolished site clean, level and free of debris.

(7) Notify the Division promptly of any unusual existing condition which hampers the contractor's work.

(8) Obtain all required permits.

(9) Provide addresses and marked maps for each site where water wells and septic tanks are to be closed along with the number of wells and septic tanks located on each site. Provide documentation of closures.

(10) Comply with mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

(11) Comply with all applicable standards, orders, or requirements issued under Section 112 and 306 of the Clean Air Act (42 U.S.C. 1857), Section 508 of the Clean Water Act (33 U.S.C. 1251-1388), Executive Order 11738, and the U.S. Environmental Protection Agency regulations (40 C.F.R., Part 15 and 61). This clause shall be added to any subcontracts.

(12) Provide documentation of public notices for demolition activities.

Attachment D

REQUEST FOR ADVANCE OR REIMBURSEMENT OF HAZARD MITIGATION ASSISTANCE PROGRAM FUNDS

SUB-RECIPIENT: City of Port Orange

REMIT ADDRESS: 1000 City Center Circle

CITY: Port Orange STATE: Florida ZIP CODE: 32129

PROJECT TYPE: Elevation PROJECT #: 4673-144-R

PROGRAM: Hazard Mitigation Grant Program CONTRACT #: H1331

BUDGET: _____ FEDERAL SHARE: _____ LOCAL: _____

ADVANCED RECEIVED: _____ N/A _____ AMOUNT: _____ SETTLED? _____

Invoice Period: _____ through _____ Payment No: _____

Total of Previous Payments to Date: _____ (Federal)
Total of Previous SRMC to Date: (SRMC Federal)
Total Federal to Date: _____ (Total Federal Paid)

Eligible Amount 100% (Current Request)	Obligated Federal Amount 75.00%	Obligated Local Non-Federal 25.00%	**Division Use Only**	
			Approved	Comments

TOTAL CURRENT REQUEST: $ _____

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812.

SUB-RECIPIENT SIGNATURE: _____

NAME: _____ TITLE: _____ DATE: _____

TO BE COMPLETED BY THE DIVISION

APPROVED PROJECT TOTAL $ _____

APPROVED SRMC TOTAL: $ _____

APPROVED FOR PAYMENT $ _____

_____
DIVISION DIRECTOR

_____
DATE

Attachment D (cont.)
SUMMARY OF DOCUMENTATION IN SUPPORT OF AMOUNT CLAIMED FOR ELIGIBLE DISASTER WORK UNDER THE HAZARD MITIGATION ASSISTANCE PROGRAM

SUB-RECIPIENT: City of Port Orange PAYMENT #:

PROJECT TYPE: Elevation PROJECT #: 4673-144-R

PROGRAM: Hazard Mitigation Grant Program CONTRACT #: H1331

	REF NO[2]	DATE[3]	DOCUMENTATION [4]	*(Check) AMOUNT*	ELIGIBLE COSTS (100%)
1					
2					
3					
4					
5					
6					
7					
8					
This payment represents % completion of the project.				***TOTAL***	

[2] Recipient's internal reference number (e.g., Invoice, Receipt, Warrant, Voucher, Claim Check, or Schedule #)
[3] Date of delivery of articles, completion of work or performance services. (per document)
[4] List Documentation (Recipient's payroll, material out of recipient's stock, recipient owned equipment and name of vendor or contractor) by category (Materials, Labor, Fees) and line item in the approved project line item budget. Provide a brief description of the articles or services. List service dates per each invoice.

Attachment E
JUSTIFICATION OF ADVANCE PAYMENT

SUB-RECIPIENT: CITY OF PORT ORANGE

If you are requesting an advance, indicate same by checking the box below.

[ ] **ADVANCE REQUESTED**

Advance payment of $ _____ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay staff, award benefits to clients, duplicate forms and purchase start-up supplies and equipment. We would not be able to operate the program without this advance.

If you are requesting an advance, complete the following chart and line item justification below. PLEASE NOTE: Calculate your estimated expenses at 100% of your expected needs for ninety (90) days. Submit Attachment D with the cost share breakdown along with Attachment E and all supporting documentation.

ESTIMATED EXPENSES

BUDGET CATEGORY/LINE ITEMS (list applicable line items)	**20___-20___ Anticipated Expenditures for First Three Months of Contract**
For example ADMINISTRATIVE COSTS (Include Secondary Administration.)	
For example PROGRAM EXPENSES	
TOTAL EXPENSES	

LINE ITEM JUSTIFICATION **(For each line item, provide a detailed justification explaining the need for the cash advance. The justification must include supporting documentation that clearly shows the advance will be expended within the first ninety (90) days of the contract term. Support documentation should include quotes for purchases, delivery timelines, salary and expense projections, etc. to provide the Division reasonable and necessary support that the advance will be expended within the first ninety (90) days of the contract term. Any advance funds not expended within the first ninety (90) days of the contract term as evidenced by copies of invoices and cancelled checks as required by the Budget and Scope of work showing 100% of expenditures for the 90 day period shall be returned to the Division Cashier, 2489 Shumard Oak Boulevard, Tallahassee, Florida 32399, within thirty (30) days of receipt, along with any interest earned on the advance.**

Attachment F

QUARTERLY REPORT FORM

***Instructions**: Complete and submit this form to State Project Manager within15-days after each quarter:*

SUB-RECIPIENT: City of Port Orange **PROJECT #:** 4673-144-R

PROJECT TYPE: Elevation **CONTRACT #:** H1331

PROGRAM: Hazard Mitigation Grant Program **QUARTER ENDING:** _____

Advance Payment Information:
Advance Received ☐ N/A ☐ Amount: $ _____ Advance Settled? Yes ☐ No ☐

Financial Amount to Date:
Sub-Recipient Total Project Expenditures to date (federal & local): $

Target Dates (State Agreement):
Contract Execution Date: _____ Contract Expiration Date: _____
Date Deliverables Submitted: _____ Closeout Requested Date: _____

Describe **Milestones** achieved during this quarter:

Project Proceeding on **Schedule**? ☐ Yes ☐ No (*If No, Describe under **Issues** below)*

Percentage of Milestones completed to Date: _____%

Describe Activities - Milestones completed this quarter only:

Schedule of the Milestones-Activities:

Milestone	**Dates** (estimated)
State Contracting	
Closeout Compliance	
Estimated Project Completion Date:	

Issues or circumstances affecting completion date, milestones, scope of work, and/or cost:

Cost Status: ☐ Cost Unchanged ☐ Under Budget ☐ Over Budget

Cost / Financial **Comments:**

NOTE: Events may occur between quarterly reports, which have significant impact upon your project(s), such as anticipated overruns, changes in scope of work, extensions. Contact the Division as soon as these conditions are known, otherwise you could be non-compliant with your sub-grant award.

Sub-Recipient Contract Representative (POC): _____

Signature: _____ Phone: _____

~ To be completed by Florida Division of Emergency Management Project Manager ~

Project Manager Statement: ☐ *No Action Required, OR*

☐ *Action Required:* _____

_____

PM Percentage of Activates competed per PM Review QR Milestones Spreadsheet: ____%

Date Reviewed: _____ *Reviewer:* _____ *Project Manager*

Attachment G

Warranties and Representations

Financial Management

The Sub-Recipient's financial management system must comply with 2 C.F.R. §200.302.

Procurements

Any procurement undertaken with funds authorized by this Agreement must comply with the requirements of 2 C.F.R. §200, Part D—Post Federal Award Requirements—Procurement Standards (2 C.F.R. §§200.317 through 200.327).

Business Hours

The Sub-Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from: **8:00 AM - 5:00 PM, Monday Thru Friday, as applicable.**

Licensing and Permitting

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

Attachment H

Certification Regarding
Debarment, Suspension, Ineligibility
And Voluntary Exclusion

Subcontractor Covered Transactions

The prospective subcontractor, _____, of the Sub-Recipient certifies, by submission of this document, that neither it, its principals, nor affiliates are presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or disqualified from participation in this transaction by any Federal department or agency.

SUBCONTRACTOR

_____

By: _____
Signature

_____
Name and Title

_____
Street Address

_____
City, State, Zip

_____
Date

City of Port Orange
Sub-Recipient's Name

H1331
DEM Contract Number

4673-144-R
FEMA Project Number

Attachment I

Federal Funding Accountability and Transparency Act

Instructions and Worksheet

PURPOSE: The Federal Funding Accountability and Transparency Act (FFATA) was signed on September 26, 2006. The intent of this legislation is to empower every American with the ability to hold the government accountable for each spending decision. The FFATA legislation requires information on federal awards (federal assistance and expenditures) be made available to the public via a single, searchable website, which is http://www.usaspending.gov/.

The FFATA Sub-award Reporting System (FSRS) is the reporting tool the Florida Division of Emergency Management ("FDEM" or "Division") must use to capture and report sub-award and executive compensation data regarding first-tier sub-awards that obligate $25,000 or more in Federal funds (excluding Recovery funds as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5).

Note: This "Instructions and Worksheet" is meant to explain the requirements of the FFATA and give clarity to the FFATA Form distributed to sub-awardees for completion. All pertinent information below should be filled out, signed, and returned to the project manager.

ORGANIZATION AND PROJECT INFORMATION

The following information must be provided to the FDEM prior to the FDEM's issuance of a sub-award (Agreement) that obligates $25,000 or more in federal funds as described above. Please provide the following information and return the signed form to the Division as requested.

PROJECT #: 4673-144-R

FUNDING AGENCY: Federal Emergency Management Agency

AWARD AMOUNT: $ 2,747,238.50

OBLIGATION/ACTION DATE: March 10, 2026

SUBAWARD DATE (if applicable): _____

UEID/SAM#: LV8ZD1LYF3H4

*If your company or organization does not have a UEID/SAM number, you will need to obtain one from https://sam.gov/content/entity-registrationThe process to request a UEID/SAM number takes about ten minutes and is free of charge.

BUSINESS NAME: City of Port Orange, Florida

DBA NAME (IF APPLICABLE):

PRINCIPAL PLACE OF BUSINESS ADDRESS: 1000 City Center Circle

ADDRESS LINE 1:

ADDRESS LINE 2:

ADDRESS LINE 3:

CITY Port Orange STATE FL ZIP CODE+4** 32129-4144

PARENT COMPANY UEID/SAM# (if applicable): LV8ZD1LYF3H4

CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA#):

DESCRIPTION OF PROJECT (Up to 4000 Characters)

As a Hazard Mitigation Grant Program project, the Sub-Recipient proposes to provide flood protection to thirteen (13) single-family residences located in Port Orange, Florida 32127 and 32129

The scope of work of the proposed project shall involve building and site preparation, along with the disconnection of utilities. The existing structures shall be raised on a new open foundation on pilings to the proposed design elevation. All utilities shall be reconnected, and service equipment shall be elevated to the required height. Appropriate means of ingress and egress shall be constructed to access the elevated living spaces at each property. The City of Port Orange also proposes to install ADA-complaint access consisting of lift platforms medically required for homeowners at 105 Judges Lane, Port Orange, Florida 32129; 5715 Riverside Drive, Port Orange, Florida 32127; 5951 Riverside Drive, Port Orange, Florida 32127 and 8 Venetian Circle, Port Orange, Florida 32127.

The habitable living areas of the original structure shall be elevated, and the non-habitable areas (if any) shall be converted to storage or parking. The project shall be designed and constructed in compliance with the Florida Building Code, ASCE 24-14 or latest edition, the Federal Flood Risk Management Standards (FFRMS), National Flood Insurance Program (NFIP) standards in 44 CFR, Part 60 and/or local floodplain ordinances or any other applicable local regulations.

The project shall provide protection against a 100-year storm event. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

Project Locations:

ID#	Location	Coordinates
1)	795 Biro Drive, Port Orange, Florida 32129	29.14442, -81.00528
2)	111 Fleming Avenue, Port Orange, Florida 32127 (a)	29.13440, -80.98161
3)	111 Fleming Avenue, Port Orange, Florida 32127 (b)	29.13446, -80.98169
4)	216 Grant Street, Port Orange, Florida 32127	29.13933, -80.98679
5)	105 Judges Lane, Port Orange, Florida 32129	29.14212, -80.99997
6)	5028 Palmetto Street, Port Orange, Florida 32127	29.13378, -80.98205
7)	5088 Palmetto Street, Port Orange, Florida 32127	29.13115, -80.98100
8)	524 Powers Avenue, Port Orange, Florida 32127	29.13996, -80.99321
9)	894 Reservation Court, Port Orange, Florida 32129	29.14769, -81.00589
10)	5715 Riverside Drive, Port Orange, Florida 32127	29.11329, -80.97156

11)	5817 Riverside Drive, Port Orange, Florida 32127	29.11173, -80.97022
12)	5951 Riverside Drive, Port Orange, Florida 32127	29.10649, -80.96832
13)	8 Venetian Circle, Port Orange, Florida 32127	29.15064, -80.97372

Verify the approved project description above, if there is any discrepancy, please contact the project manager.

PRINCIPAL PLACE OF PROJECT PERFORMANCE (IF DIFFERENT THAN PRINCIPAL PLACE OF BUSINESS): _____

ADDRESS LINE 1: _____

ADDRESS LINE 2: _____

ADDRESS LINE 3: _____

CITY _____ STATE _____ ZIP CODE+4** _____

CONGRESSIONAL DISTRICT FOR PRINCIPAL PLACE OF PROJECT PERFORMANCE:

**Providing the Zip+4 ensures that the correct Congressional District is reported.

EXECUTIVE COMPENSATION INFORMATION:

1. In your business or organization's previous fiscal year, did your business or organization (including parent organization, all branches, and all affiliates worldwide) receive (a) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act, as defined at 2 C.F.R. 170.320; , (b) $25,000,000 or more in annual gross revenues from U.S. Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act?
   Yes ☐ No ☒

If the answer to Question 1 is "Yes," continue to Question 2. If the answer to Question 1 is "No", move to the signature block below to complete the certification and submittal process.

2. Does the public have access to information about the compensation of the executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) Section 6104 of the Internal Revenue Code of 1986?
   Yes ☐ No ☐

If the answer to Question 2 is "Yes," move to the signature block below to complete the certification and submittal process. [Note: Securities Exchange Commission information should be accessible at http//www.sec.gov/answers/execomp.htm. Requests for Internal Revenue Service (IRS) information should be directed to the local IRS for further assistance.]

If the answer to Question 2 is "No" FFATA reporting is required. Provide the information required in the "TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR" appearing below to report the "Total Compensation" for the five (5) most highly compensated "Executives", in rank order, in your organization. For purposes of this request, the following terms apply as defined in 2 C.F.R. Ch. 1 Part 170 Appendix A:

"Executive" is defined as "officers, managing partners, or other employees in management positions".

"Total Compensation" is defined as the cash and noncash dollar value earned by the executive during the most recently completed fiscal year and includes the following:

i. Salary and bonus.

ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

v. Above-market earnings on deferred compensation which is not tax-qualified.

vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds $10,000.

TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR

(Date of Fiscal Year Completion _____)

Rank (Highest to Lowest)	**Name (Last, First, MI)**	**Title**	**Total Compensation for Most Recently Completed Fiscal Year**
1			
2			
3			
4			
5			

THE UNDERSIGNED CERTIFIES THAT ON THE DATE WRITTEN BELOW, THE INFORMATION PROVIDED HEREIN IS ACCURATE.

SIGNATURE: _____

NAME AND TITLE: Wayne Clark, City Manager

DATE: June 16, 2026

Attachment J

Mandatory Contract Provisions

Provisions:

Any contract or subcontract funded by this Agreement must contain the applicable provisions outlined in Appendix II to 2 C.F.R. Part 200. It is the responsibility of the sub-recipient to include the required provisions. The following is a list of sample provisions from Appendix II to 2 C.F.R. Part 200 that may be required:[1]

Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. Part 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 C.F.R. Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or Sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or

[1] For example, the Davis-Bacon Act is not applicable to other FEMA grant and cooperative agreement programs, including the Public Assistance Program or Hazard Mitigation Grant Program; however, sub-recipient may include the provision in its subcontracts.

repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2 (a) and the recipient or Sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or Sub-recipient must comply with the requirements of 37 C.F.R. Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply 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). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 C.F.R. 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. 180 that implement Executive Orders 12549 (3 C.F.R. Part 1986 Comp., p. 189) and 12689 (3 C.F.R. Part 1989 Comp., p. 235), “Debarment and Suspension.” The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of $100,000 or more must 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 must 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 non-Federal award.

(J) See 2 C.F.R, § 200.323 Procurement of recovered materials.

(K) See 2 C.F.R, §200.216 Prohibition on certain telecommunication and video surveillance services or equipment.

(L) See 2 C.F.R, §200.322 Domestic preferences for procurements

(Appendix II to Part 200, Revised Eff. 11/12/2020).

FEMA created the 2019 PDAT Contract Provisions Template to assist non-Federal entities. It is *available at* https://www.fema.gov/media-library-data/1569959119092-92358d63e00d17639d5db4de015184c9/PDAT_ContractProvisionsTemplate_9-30-19.pdf.

Please note that the sub-recipient alone is responsible for ensuring that all language included in its contracts meets the requirements of 2 C.F.R. § 200.327 and 2 C.F.R. Part 200, Appendix II.

Attachment K

Certification Regarding Lobbying

Check the appropriate box:

☒ This Certification Regarding Lobbying is required because the Contract, Grant, Loan, or Cooperative Agreement will exceed $100,000 pursuant to 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.

☐ This Certification is not required because the Contract, Grant, Loan, or Cooperative Agreement will be less than $100,000.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

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 Form to Report Lobbying," 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 Sub-Recipient or subcontractor, City of Port Orange, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

_____
Signature of Sub-Recipient/subcontractor's Authorized Official

Wayne Clark, City Manager
Name and Title of Sub-Recipient/subcontractor's Authorized Official

June 16, 2026
Date

Attachment L

Florida Accountability Contract Tracking System (FACTS)
Requirements for Non-profit Organizations Under Section 216.1366, Florida Statutes
Instructions and Worksheet

CONTRACT DOCUMENTATION REQUIREMENTS

Section 216.1366, F.S., amended in 2023, establishes new documentation requirements for any contract for services executed, amended, or extended on or after July 1, 2023, with non-profit organizations as defined in s. 215.97 (2)(m). F.S. The contract must require the contractor to provide documentation that indicates the amount of state funds:

- Allocated to be used during the full term of the contract for remuneration to any member of the board of directors or an officer of the contractor.
- Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the contractor. The documentation must indicate the amounts and recipients of the remuneration.

Such information must be included in the contract tracking system maintained pursuant to s. 215.985 F.S. and must be posted on the contractor's website if the contractor maintains a website.

• As used in this subsection, the term:

o "Officer" means a Chief Executive Officer (CEO), Chief Financial Officer (CFO), Chief Operating Officer (COO), or any other position performing an equivalent function.

o "Remuneration" means all compensation earned by or awarded to personnel, whether paid or accrued, regardless of contingency, including bonuses, accrued paid time off, severance payments, incentive payments, contributions to a retirement plan, or in-kind payments, reimbursements, or allowances for moving expenses, vehicles and other transportation, telephone services, medical services, housing, and meals.

o "State funds" means funds paid from the General Revenue Fund or any state trust fund, funds allocated by the Federal Government and distributed by the state, or funds appropriated by the state for distribution through any grant program. The term does not include funds used for the state Medicaid program.

Note: This "Instructions and Worksheet" is meant to explain the requirements of the Section 216.1366, F.S., amended in 2023, and give clarity to the attached form distributed to recipients and sub-recipients for completion. All pertinent information below should be filled out, signed, and returned to the project manager.

NON-PROFIT ORGANIZATION REMUNERATION INFORMATION

1. Is your business or organization a non-profit organization as defined in s. 215.97 (2)(m). F.S.?
Yes ☐ No ☒

If the answer to Question 1 is "Yes," continue to Question 2. If the answer to Question 1 is "No", move to the signature block below to complete the certification and submittal process.

2. Will state funds be used as remuneration to any member of the board of directors or an officer in your business or organization?
Yes ☐ No ☐

If the answer to Question 2 is "Yes," provide the information required in the "Total Compensation Paid to Non-Profit Personnel Using State Funds" form below. A separate form should be completed for each member of the board of directors or officer being compensated using state funds. If the answer to Question 2 is "No", move to the signature block below to complete the certification and submittal process.

Total Compensation Paid to Non-Profit Personnel Using State Funds

Name:		
Title:		
Agency Agreement/Contract #		
Total Contract Amount		
Contract Term:		
Line Item Budget Category	**Total Amount Paid**	**Amount Paid from State Funds**
Salaries		
Fringe Benefits		
Bonuses		
Accrued Paid Time Off		
Severance Payments		
Retirement Contributions		
In-Kind Payments		
Incentive Payments		
Reimbursements/Allowances		
Moving Expenses		
Transportation Costs		
Telephone Services		
Medical Services Costs		
Housing Costs		
Meals		

CERTIFICATION: I certify that the amounts listed above are true and accurate and in accordance with the approved budget.

Name:	Wayne Clark
Signature:	
Title:	City Manager
Date:	June 16, 2026

ATTACHMENT M

FOREIGN COUNTRY OF CONCERN AFFIDAVIT –
PERSONAL IDENTIFYING INFORMATION CONTRACT

Section 287.138, Florida Statutes, prohibits a Florida "Governmental entity"[2] from entering into or extending contracts with any other entity whereby such a contract, or extension thereof, could grant the other entity access to an individual's personal identifying information if that entity is associated with a "Foreign Country of Concern."[3] Specifically, section 287.138(2), Florida Statutes, prohibits such contracts with any entity that is owned by the government of a Foreign Country of Concern, any entity in which the government of a Foreign Country of Concern has a "controlling interest,"[4] and any entity organized under the laws of or which has its principal place of business in a Foreign Country of Concern.

As the person authorized to sign on behalf of Respondent, I hereby attest that the company identified above in the section entitled "Respondent Vendor Name" is not an entity owned by the government of a Foreign Country of Concern, no government of a Foreign Country of Concern has a controlling interest in the entity, and the entity has not been organized under the laws of or has its principal place of business in a Foreign Country of Concern.

I understand that pursuant to section 287.138, Florida Statutes, I am submitting this affidavit under penalty of perjury.

Respondent Vendor Name: _____

Vendor FEIN: _____

Vendor's Authorized Representative Name and Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____

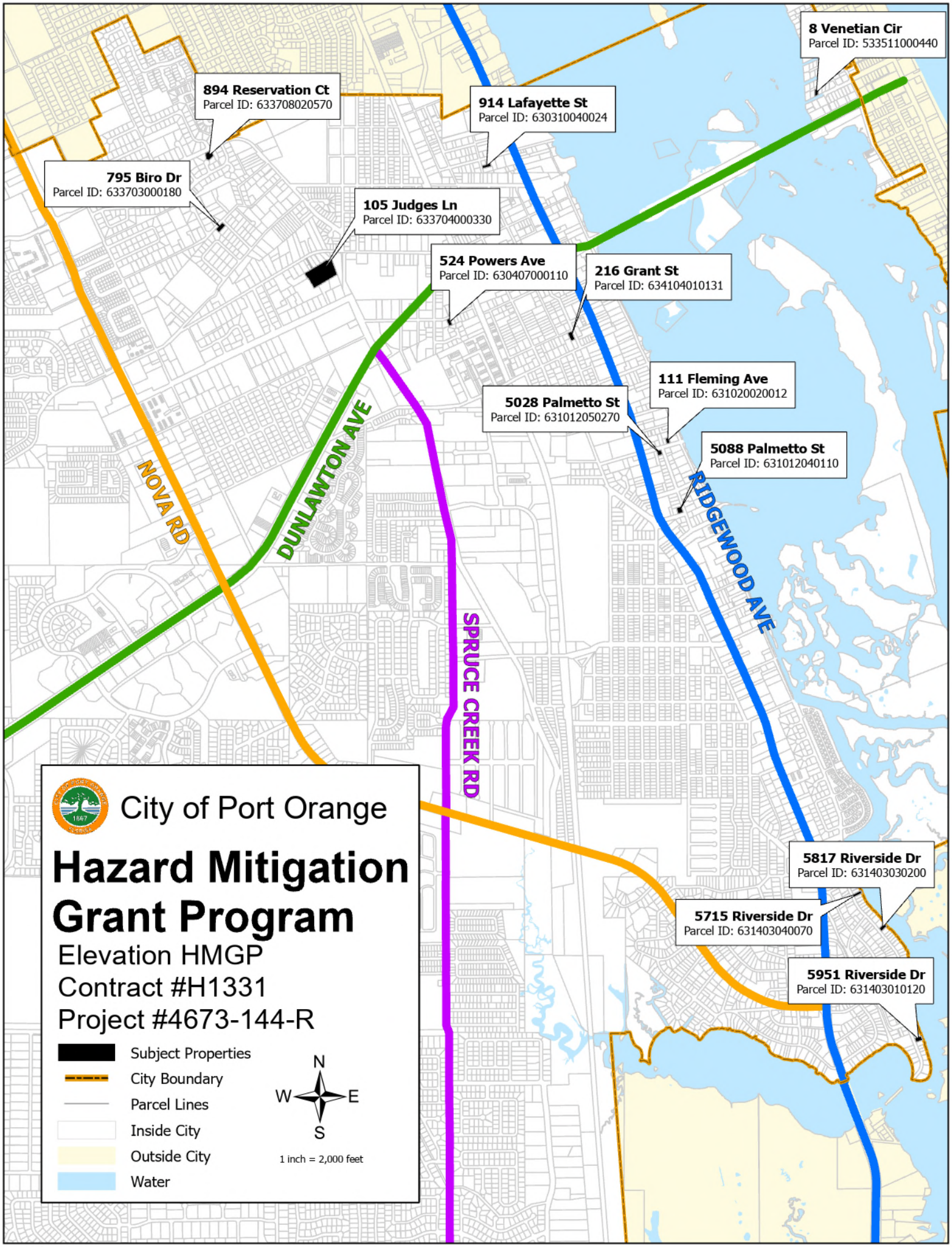
Email Address: _____

Certified By: _____
AUTHORIZED SIGNATURE

Print Name and Title: _____

Date: _____

[2] As defined in Section 287.138 (1)(d), Florida Statutes.
[3] As defined in Section 287.138 (1)(c), Florida Statutes.
[4] As defined in Section 287.138 (1)(a), Florida Statutes.


8 Venetian Cir
Parcel ID: 533511000440
894 Reservation Ct
Parcel ID: 633708020570
914 Lafayette St
Parcel ID: 630310040024
795 Biro Dr
Parcel ID: 633703000180
105 Judges Ln
Parcel ID: 633704000330
524 Powers Ave
Parcel ID: 630407000110
216 Grant St
Parcel ID: 634104010131
111 Fleming Ave
Parcel ID: 631020020012
5028 Palmetto St
Parcel ID: 631012050270
5088 Palmetto St
Parcel ID: 631012040110
NOVA RD
DUNLAWTON AVE
SPRUCE CREEK RD
RIDGEWOOD AVE
5817 Riverside Dr
Parcel ID: 631403030200
5715 Riverside Dr
Parcel ID: 631403040070
5951 Riverside Dr
Parcel ID: 631403010120
City of Port Orange
Hazard Mitigation Grant Program
Elevation HMGP
Contract #H1331
Project #4673-144-R
Subject Properties
City Boundary
Parcel Lines
Inside City
Outside City
Water
N
W
E
S
1 inch = 2,000 feet

CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 6/16/2026

SUBJECT: (B9) Resolution No. 26-32 - Implementing and Adopting Water, Wastewater, Reclaimed and Other Miscellaneous Utility Fee Adjustments for the final year of a four-year implementation plan based on the 2023 Rate Study

DEPARTMENT: Finance

GOAL: 5 - Fiscal Sustainability

RECOMMENDED MOTION: Move to approve Resolution No. 26-32.

SUMMARY: In November 2023, Council approved Resolution No. 23-26 which updated utility rates and the rate structure. These fees were a result of the 2023 Raftelis Financial Consultants, Inc. (Raftelis) rate study regarding the City's water, wastewater, and reclaimed utility rates and other municipal fees. In June 2024, Council approved Resolution No. 24-18 enacting year two of four of the proposed fee adjustments based on the study and framework approved in 2023. In January 2026, Council approved Resolution No. 26-4 enacting year three of four of the proposed fee adjustments. This Resolution enacts year four, the final year, of the proposed fee adjustments. The 5-year Capital Improvements Plan for utilities is based on this multi-year revenue plan as presented to Council.

City fees are actual pass-through costs for water, sewer, and reclaimed utilities. The fee schedule will produce revenues sufficient to meet the projected expenditure requirements of each utility system and maintain a financial position that is both sustainable and consistent with financial performance criteria established by the City. These rates provide a full cost recovery for our utilities. This Resolution incorporates the planned annual increases for our retail and wholesale customers (Daytona Beach Shores and the Town of Ponce Inlet), and development fees as recommended by the Raftelis study through fiscal year 2026-2027, and also eliminates redundant provisions addressing individualized metered mobile home parks.

The recommended annual fee increases will begin on October 1, 2026, for utility customers within Daytona Beach Shores (this schedule is at the Shores' request) and January 1, 2027, for all other utility customers.

The proposed fees will go towards funding the following upcoming notable projects:

- River Crossing Force Main & Water Main Construction
- City-wide Lift Station Rehab

- Waste Water Treatment Plant Upgrade
- Sewer System Rehabilitation (cleaning, pipelining, manhole lining, etc.)
- Emergency Utility Repairs

PRESENTER: Sue Wang

ATTACHMENTS:

1.	Reso. No. 26-32 - Utility Rate for 2027 mjFinal6.10.26	Reso. No. 26-32 - Utility Rate for 2027 mjFinal6.10.26.docx

Monica Marschik-Melendez	Created/Initiated - 05/27/2026
Sue Wang	Approved - 05/27/2026
Sue Wang	Approved - 05/27/2026
Matthew Jones	Approved - 06/10/2026
Wayne Clark	Final Approval - 06/10/2026

RESOLUTION NO. 26-32

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, ESTABLISHING AND ADOPTING RATES, FEES AND CHARGES FOR THE CITY'S PROVISION OF UTILITY SERVICES AND FACILITIES; ESTABLISHING THE SCHEDULE OF RATES, FEES AND CHARGES FOR WATER, SEWER AND RECLAIMED WATER UTILITY SERVICES AND FACILITIES, AND THE EFFECTIVE DATES OF EACH; APPROVING ADMINISTRATIVE PROCESSES ASSOCIATED WITH SUCH RATES, FEES AND CHARGES; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Chapter 74 of the Code of Ordinances of the City of Port Orange, Florida (the "City"), provides for the establishment of certain utility fees and charges by resolution of the City Council; and

WHEREAS, the City Council commissioned the City of Port Orange Water and Wastewater Utility System Rate and Development Fee Study performed by Raftelis Financial Consultants, Inc. (the "Rate Study") dated November 14, 2023 and has determined, based on that study, that the rates reflected herein are fair and equitable and necessary to fund the proper operation, maintenance, repair and improvement of the City's utility systems, including the payment of debt service on bond and other debt obligations issued by the City from time to time to finance improvements to the utility systems, and the provision of expansion and capacity related capital facilities which are necessitated by new growth and development; and

WHEREAS, the City Council provided notice of its intent to consider the utility system rates, fees and charged approved and adopted hereunder as required by law including through the City's utility billing process in accordance with s. 180.136, Florida Statutes.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA:

Section 1. Adoption of Utility Fee Schedule

The City Council of the City of Port Orange, Florida hereby adopts the following utility fee schedule.

PART A – DEVELOPMENT AND GROWTH-RELATED FEES

Section 2. Development Fee Schedule – Water and Sewer Service

The following Development Fees Schedule set forth in this section shall become effective April 1 of the year as stated below, in accordance with s. 163.31801(6), Florida Statutes.

A. Inside City Limits:

1. For each equivalent living unit connected to the system (including: single family or multiple family on a public or private utility systems):

Water Service Development Fee	
Effective April 1, 2024	$1,545.00

Sewer Service Development Fee	
Effective April 1, 2024	$1,674.00
Effective April 1, 2025	$1,808.00
Effective April 1, 2026	$1,942.00
Effective April 1, 2027	$2,076.00

2. For each campsite, space or other facility for temporary use in a campground or recreational park connected to the system:

Water Service Development Fee	
Effective April 1, 2024	$618.00

Sewer Service Development Fee	
Effective April 1, 2024	$669.60
Effective April 1, 2025	$723.20
Effective April 1, 2026	$776.80
Effective April 1, 2027	$830.00

3. For each motel, hotel, commercial or industrial use connected to the system:

Water Service Development Fee		
Effective April 1, 2024 - $1,545.00 per equivalent living unit plus an amount computed as follows:		
NUMBER OF FIXTURE UNITS	AMOUNT PER FIXTURE UNIT	EACH FIXTURE UNIT OVER
0-15	$ 0.00	0
16-30	$103.67	15
31 & Above	$ 77.75	30

Sewer Service Development Fee		
Effective April 1, 2024 - Sewer Development Fee per equivalent living unit set forth in Subsection A.1. hereinabove, plus the following amount:		
NUMBER OF FIXTURE UNITS	AMOUNT PER FIXTURE UNIT	EACH FIXTURE UNIT OVER
0-15	$ 0.00	0
16-30	$120.53	15
31 & Above	$ 90.40	30

Sewer Service Development Fee		
Effective April 1, 2025 - Sewer Development Fee per equivalent living unit set forth in Subsection A.1. hereinabove, plus the following amount:		
NUMBER OF FIXTURE UNITS	AMOUNT PER FIXTURE UNIT	EACH FIXTURE UNIT OVER
0-15	$ 0.00	0
16-30	$138.39	15
31 & Above	$103.80	30

B. Outside City Limits

1. For each equivalent living unit connected to the system (Including: single family or multi-family for a public or private utility systems) a surcharge of 25% shall be added to the fees set forth in subsection A. 1. above pursuant to s. 180.191, Florida Statutes.

2. For each campsite, space or other facility for temporary use in a campground or recreational park connected to the system a surcharge of 25% shall be added to the fees set forth in subsection A. 2. above pursuant to s. 180.191, Florida Statutes.

3. For each motel, hotel, commercial or industrial use connected to the system a surcharge of 25% shall be added to the fees set forth in subsection A.3. above pursuant to s. 180.191, Florida Statutes.

C. City of Daytona Beach Shores: (Treatment Only)

1. For each equivalent living unit connected to the system (including: single-family and multi-family for public or private utility systems):

Sewer Service Development Fee	
Effective April 1, 2024	$998.00

2. For each motel, hotel, commercial or industrial use connected to the system:

Sewer Service Development Fee		
Sewer Development Fee per equivalent living unit set forth in Subsection C.1. hereinabove, plus the following amount:		
NUMBER OF FIXTURE UNITS	AMOUNT PER FIXTURE UNIT	EACH FIXTURE UNIT OVER
0-15	$ 0.00	0
16-30	$66.53	15
31 & Above	$49.90	30

Each additional equivalent living unit occasioned by changes in property usage subsequent to the effective date of this resolution shall be subjected to a Development Fee computed in accordance with the foregoing criteria.

Section 3. Connection Charges for Water Service - Potable & Reclaimed

Connection Charges

Connection charges are not refundable and are due and payable prior to connection or reconnection to the utility system.

A. Inside City Limits:

The following charges shall be required for each connection made to the utility system inside the City limits:

Connection Charge		
METER SIZE	POTABLE	RECLAIMED/IRRIGATION
¾ inch	$ 750.00	$ 750.00
1 inch	$1,030.00	$1,030.00
1 ½ inch	$1,220.00	$1,220.00
2 inch	$1,905.00	$1,535.00
3 inch or larger	$525.00 plus actual material and labor	

B. Outside City Limits:

For each connection made to the water system outside of the City limits a surcharge of 25% shall be added to the fees set forth in subsection A. above pursuant to s. 180.191, Florida Statutes.

If a pressure main tap is required to complete connection, the pressure main tapping charge set forth in Section 12 of this Resolution shall be added to the connection charge. Charges for new service extensions shall be based on actual material, labor and equipment costs.

Section 4. Connection Charges for Sewer Service

There shall be no charge for a service connection made to the sewer system if such service connection is made at the same time as construction of sewer mains and is developer-installed. However, if a service connection is required after construction of the sewer main, or if the City pays for a service connection concurrent with a line extension, then the City will provide materials and labor to bring the service main to the property line of the lot or parcel to be connected and a minimum charge of $1,775.00 per service connection shall apply. The actual connection charge may be greater than the minimum charge if the actual cost to the City is greater than the minimum charge set forth in this Section.

PART B – DEPOSITS AND VARIOUS UTILITY RELATED CHARGES

Section 5. Application and Deposits for Service

A. Primary Utility Meter Deposit

Requests for new utility service shall be processed in accordance with Section 74-33(d) of the Code of Ordinances. The Finance Director shall waive deposits for property owners who have maintained a current account and have not been charged late fees or processed for a shut-off in the previous 36 months.

Upon the City becoming aware that a customer is deceased, the name on the account shall be changed to "Estate of [name of deceased]" and the deposit shall be applied to the account. For estates where there are multiple owners or tenants listed on the property deed or lease, the deposit may be transferred to a new account in the name of a surviving co-owner or co-tenant, upon request.

In cases of divorce requiring a change of accountholder, a new deposit shall be required unless the court instructs otherwise.

All utility deposits will be held in a non-interest-bearing account.

MINIMUM DEPOSIT – FOR PRIMARY METER ARE AS FOLLOWS:		
METER SIZE	OWNER OF PROPERTY	TENANT
3/4 inch	$120.00	$210.00
1 inch	$240.00	$420.00
1 1/2 inch	$360.00	$630.00
2 inch	$912.00	$1,596.00
3 inch	$1,260.00	$2,205.00
4 inch	$1,680.00	$2,940.00
6 inch	$4,200.00	$7,350.00
8 inch	$5,040.00	$8,820.00
10 inch	$7,200.00	$12,600.00

B. DEPOSITS IN ADDITION TO PRIMARY METER – AT SAME ADDRESS

In addition to the primary meter above an additional deposit will be required for an additional reclaimed or potable meter.

ADDITIONAL METER DEPOSIT ARE AS FOLLOWS:		
METER SIZE	OWNER OF PROPERTY	TENANT
3/4 inch	$42.00	$96.00
1 inch	$84.00	$192.00
1 1/2 inch	$126.00	$288.00
2 inch	$319.00	$729.00
3 inch	$441.00	$1,008.00
4 inch	$588.00	$1,344.00

C. Customers who have been processed for disconnection for non-payment two times within a twelve-month period or have a credit history evidencing delinquent payments on their accounts, will be required to pay an additional deposit equal to three (3) months average invoice, averaged over the previous 12 months.

D. The application for service shall require a valid driver's license or valid government-issued identification card and either proof of ownership or a valid lease agreement. A W-9 is required for all accounts establishing service in a business name. Should an applicant refuse to provide valid identification, the customer will be refused utility service.

E. The deposits outlined in this Section apply to all residential and commercial property owners and shall be refunded if a change of ownership can be verified. Deposits for residential owners who have maintained a current account and have not been charged late fees or processed for a shut-off in the previous 36 months shall be applied to future utility bills upon request by the residential owner. Deposits for tenant accounts shall be held until the account is closed.

Section 6. Portable Water Meter Charges

A. Upon receipt of the meter, the customer will pay a $1,615.00 security deposit plus a hydrant meter charge of $300.00. Upon return of the meter in good working condition, the individual or firm will receive a refund of $1,615.00 less any outstanding charges and fees.

B. All portable meters must be read, or usage reported monthly and charged a standard inside commercial water rate based on the meter size plus a $30.00 monthly processing fee. It is the responsibility of the customer to bring the meter into the Customer Service or Meter Reading Office to be read or to email the meter shop a photo of the face of the meter showing the reading and register number.

C. Under special circumstances that include semi-permanently installed meters, and upon notification of the location of the meter, the City will read the meter on site. If the customer fails to contact the City to request the meter to be read on a monthly basis, the meter shall be returned to the City and the customer shall be required to pay the hydrant meter charge of $300.00 and any additional outstanding sums in order to renew service.

D. Any damage to a portable meter will be addressed in accordance with Section 74-36(b) of the Code of Ordinances.

E. The account holder is responsible for all usage charges regardless of who may have used the water.

Section 7. Account Service Charges

A. There will be a $45.00 service charge for a new account for water service where connection to the water system and installation of a meter has previously been made. This charge is not applicable to the original connection to the water system and installation of a meter. A credit of $30.00 will be applied for all customers who enroll in automatic bank draft (autopay) and paperless billing at the time of establishing service.

B. There will be a $45.00 service charge for a reconnect to turn-on water where connection to the water system and installation of a meter has previously been made. This charge is not applicable to the original connection to the water system and installation of a meter.

C. There will be a $115.00 service charge for a new account or reconnect requiring unscheduled service after regular business hours as defined in subsection 8.B. below, or service on the same day to turn on water where connection to the water system and installation of a meter have previously been made.

D. If more than one (1) meter exists at a single location (such as meters for reclaimed water), only one (1) service charge shall apply per service call.

E. All service charges on an unpaid balance will be computed as if total consumption occurred during the first month after the date the meter was previously read.

F. As defined in Section 812.14 of the Florida Statutes or Section 74-40 of the Code of Ordinances, tampering with a utility meter is prohibited. The fine amount for tampering in violation of Section 74-40 shall be three times the amount of the service plus $115.00.

G. A delinquent fee of $45.00 shall be assessed on all bills paid later than 20 days after the due date whether or not service has been interrupted.

Section 8. Extraordinary Service Call Charges

A. Extraordinary service calls outside of regular maintenance (for example, locating a meter covered during grading or sodding on the property, unplugging sewer stoppages, or repairing damages attributable to customer activity) shall require a minimum $45.00 service charge. Additionally, the customer will be billed for the cost of regaining access to the meter and restoring service, and for any damage to the meter or utility system caused by building, construction or other activity on the property or any other reason.

B. Extraordinary service calls outside of regular maintenance requiring service on Saturdays, Sundays, holidays or after 3:30 p.m., Monday through Friday shall require a $115.00 service charge together with the additional charges set forth in subsection A. of this Section.

C. Service charges for extraordinary service calls related to temporary utility reconnection for home inspection shall be paid in advance of the service call. Notice of temporary reconnection shall be provided to the City at least twenty-four (24) hours in advance. Temporary utility reconnection service shall not exceed four (4) hours in duration during the hours of 10 a.m. to 3:30 p.m.

Section 9. Meter Test Charges

A. Bench Test

There shall be a $115.00 service charge for customers requesting a meter bench test for accuracy on a 3/4-inch meter. All other bench tests are to be billed at cost. If the meter is found to be substantially inaccurate, this charge will not be assessed. Substantially inaccurate shall be construed to mean a deviation greater than two and one-half percent (2-1/2%) from perfect registration.

B. Meter Check – At Service Location

There will be a $30.00 service charge for a customer ordered meter check after information has been provided regarding consumption. If the reading is found to be in error or the meter is not functioning properly then this charge will not be assessed.

Section 10. Swimming Pool Service Charges

To avoid excessive sewer charges when filling swimming pools where sewer service is provided by the City of Port Orange, a credit against the sewer charge may be given for the amount of water used to fill the swimming pool when requested within twelve months of the pool being filled in accordance with Section 2-240 of the Code of Ordinances.

Section 11. Backflow Inspection/Testing Charge

All owners of non-single-family backflow prevention devices connected to the City's potable water system are required to inspect and test these devices annually using a licensed professional in accordance with Section 74-249 of the Code of Ordinances. Certified test results are to be provided to the City immediately thereafter. There shall be a monthly charge of $3.33 for inspection and testing of each single-family residential backflow prevention device by the City.

Section 12. Minimum Tapping Charges

The following minimum charges shall apply for approved taps into existing pressure mains and/or sewer manhole coring (potable water main, sewer force main, reclaimed water main, and gravity sewer):

TAP SIZE	PRESSURE MAIN	SEWER MANHOLE CORING
1 inch	$300.00	$ N/A
2 inch	430.00	N/A
4 inch	705.00	805.00
6 inch	705.00	805.00
8 inch	705.00	805.00
10 inch	775.00	1,055.00
12 inch	840.00	1,355.00

The above charges do not include jacking and boring, crossing of City streets, related restoration, permitting, and valves and/or related parts. If extenuating circumstances exist, additional tapping charges may apply.

Section 13. Fire Hydrant Maintenance Charges

A. There shall be a monthly maintenance charge of $10.00 for each privately owned fire hydrant located within the City limits and outside of public right-of-way or public utility easements.

B. There shall be a monthly maintenance charge of $12.50 for each privately owned fire hydrant located outside the City limits and outside of public right-of-way or public utility easements when served by the City's water distribution system.

Section 14. Fire Sprinkler System Charges

A. Single-Family Residential and Multi-Family Residential

1. Fire sprinkler systems with demand requiring a service size of two inches (2") or smaller, when combined with domestic water system demand, shall utilize one (1) standard meter connection. Monthly charges shall be billed as provided in Section 15 and Section 16 of this resolution.

2. Fire sprinkler systems requiring a service size larger than two inches (2") may have a connection common with the domestic water system or a separate connection. If the fire sprinkler connection line is metered, monthly charges shall be billed as provided in Section 15 and Section 16 of this resolution. If the fire sprinkler connection is unmetered, a monthly charge shall be billed as provided in subsection D. of this Section.

B. Motel, Hotel, Commercial and Industrial

Fire sprinkler systems may have a connection common with the domestic water system or a separate connection. If the domestic fire sprinkler connection is metered, monthly charges shall be billed as provided in Section 15 and Section 16 of this resolution. If the fire sprinkler connection is unmetered, a monthly charge shall be billed as provided in subsection D. of this Section.

C. New Fire Sprinkler Service Installations

Charges for providing fire sprinkler service shall be determined by the work necessary for a complete installation and shall be based on the applicable provisions of Section 3 and Section 12 of this resolution. The required backflow prevention device shall be charged for annual testing in accordance with Section 11.

D. Monthly Charges for Unmetered Fire Sprinkler Systems

The following charges shall apply for all unmetered water sprinkler systems for fire protection; and billed monthly as follows:

SERVICE SIZE	INSIDE CITY
2 inch	$4.62
3 inch	8.66
4 inch	14.44
6 inch	28.88
8 inch	46.20
10 inch	66.41
12 inch	124.16

Outside the City limits of Port Orange, a surcharge of 25% shall be added to the above charges set forth in subsection D above pursuant to s. 180.191, Florida Statutes.

PART C – WATER AND SEWER CONSUMPTION CHARGES

Section 15. Schedule of Monthly Water Charges

The following monthly charges shall apply for the use, or availability for use, of the water service system of the City based on consumption as shown by monthly meter readings. If connection is required pursuant to Section 74-31of the Code of Ordinances, water service is deemed available for use.

A. Residential

1. Inside the City limits of Port Orange, the minimum monthly charges shall be $11.04 for each unit plus usage billed as follows:

2.

USAGE:		
BLOCK 1	(0 – 2,000 gallons)	$1.64 per thousand gallons
BLOCK 2	(2,001 – 6,000 gallons)	$4.33 per thousand gallons
BLOCK 3	(6,001 – 12,000 gallons)	$5.89 per thousand gallons
BLOCK 4	(12,001 – 18,000 gallons)	$7.46 per thousand gallons
BLOCK 5	(18,001 + gallons)	$11.94 per thousand gallons

Non-connected customers will be charged the minimum monthly charge.

3 Outside the City limits of Port Orange, a surcharge of 25% shall be added to the minimum monthly charge and usage charges set forth in subsection A.1. or A.2. above pursuant to s. 180.191, Florida Statutes.

4. Non-connected customers will be charged the minimum monthly charge.

B. Multi- Family Residential – (Apartment, Mobile Home Park, Manufactured Home Park, Condominium, or Time-share Resort using a public or private utility system with Master Meter).

1. Inside the City limits of Port Orange, the minimum monthly charge shall be $11.04 for each equivalent living unit plus usage billed at $3.58 per thousand gallons.

2. Outside the City limits of Port Orange, a surcharge of 25% shall be added to the minimum monthly charge set forth in subsection B.1. above pursuant to s. 180.191, Florida Statutes.

3. The total number of Equivalent Living Units shall be calculated in accordance with Section 74-1 of the Code of Ordinances and the Florida Building Code. Buildings with master meters will be billed, as described in subsections B.1. or B.2. of this Section, on the unit basis after the Certificate of Occupancy is issued.

4. Multi-family residential properties with individual meters shall be billed at the single-family rates established in subsection 15.A.

C. Campground and Recreational Park including Private Utility Systems

1. Inside the City limits of Port Orange, the minimum monthly charge shall be $11.04 for each equivalent living unit plus usage billed at $ 3.58 per thousand gallons.

2. Outside the City limits of Port Orange, a surcharge of 25% shall be added to the minimum monthly charge and usage charges set forth in subsection C.1. above pursuant to s. 180.191, Florida Statutes.

3. The total number of Equivalent Living Units shall be calculated in accordance with Section 74-1 of the Code of Ordinances and the Florida Building Code. Buildings with master meters will be billed, as described in subsections C.1. or C.2. of this Section, on the unit basis after the Certificate of Occupancy is issued.

D. Motel, Hotel, Commercial and Industrial (to include water only accounts)

1. Inside the City limits of Port Orange, the minimum monthly charge shall be determined by the meter size as set forth on the following schedule:

METER SIZE	MONTHLY CHARGE
3/4 inch	$11.04
1 inch	$18.39
1 1/2 inch	$36.78
2 inch	$58.84
3 inch	$110.34
4 inch	$183.91
6 inch	$367.82
8 inch	$588.52
10 inch	$846.00

In addition to the minimum monthly charge, each account shall be billed for usage at $3.58 per thousand gallons.

2. Outside the City limits of Port Orange, a surcharge of 25% shall be added to the minimum monthly charge and usage charges set forth in subsection D.1. above pursuant to s. 180.191, Florida Statutes.

F. Town of Ponce Inlet Wholesale Water Rates

The Town of Ponce Inlet shall be charged a minimum rate per month per Master meter, plus usage billed per thousand gallons as follows:

Effective Date	Minimum Rate	Usage (Per Thousand Gallons)
January 1, 2025	$71.93	$4.43
January 1, 2026	$73.91	$4.55
January 1, 2027	$75.94	$4.68

Section 16. Schedule of Monthly Sewer Charges

The following monthly charges shall apply for the use, or availability for use, of the sanitary sewage facilities of the City. Charges shall be based on consumption recorded on an approved water or sewer meter.

A. Residential

1. Inside the City limits of Port Orange, the minimum monthly charge shall be $14.63 for each unit plus usage billed at $5.44 per thousand gallons for 0 – 12,000 gallons. Usage over 12,000 gallons will not be billed. Non-connected customers shall be billed a minimum monthly availability charge of $14.63. Each customer connected to sewer, but not connected to water shall be billed a monthly charge of $36.39.

2. Outside the City limits of Port Orange, a surcharge of 25% shall be added to the minimum monthly charge availability charge and usage charges set forth in subsection A.1. above pursuant to s. 180.191, Florida Statutes.

B. Multi-Family Residential (Apartment, Mobile Home Park, Manufactured Home Park, Condominium, or Time-Share Resort using a public or private utility system with Master Meter)

1. Inside the City limits of Port Orange, the minimum monthly charge shall be $14.63 for each unit plus usage billed at $5.44 per thousand gallons.
2. Outside the City limits of Port Orange, a surcharge of 25% shall be added to the minimum monthly charge and usage charges set forth in subsection B.1. above pursuant to s. 180.191, Florida Statutes.

3. The total number of Equivalent Living Units shall be calculated in accordance with Section 74-1 of the Code of Ordinances and the Florida Building Code. Buildings with master meters will be billed, as described in subsections B.1. or B.2. of this Section, on the unit basis after the Certificate of Occupancy is issued.

C. Campground and Recreational Park to include Private Utility Systems

1. Inside the City limits of Port Orange, the minimum monthly charge shall be $14.63 for each equivalent full time or short-term unit, plus usage billed at $5.44 per thousand gallons.

2. Outside the City limits of Port Orange, a surcharge of 25% shall be added to the minimum monthly charge and usage charges set forth in subsection C.1. above pursuant to s. 180.191, Florida Statutes.

3. The total number of Equivalent Living Units shall be calculated in accordance with Section 74-1 of the Code of Ordinances and the Florida Building Code. Buildings with master meters will be billed, as described in subsections C.1. or C.2. of this Section, on the unit basis after the Certificate of Occupancy is issued.

D. Motel, Hotel, Commercial and Industrial

1. Inside the City limits of Port Orange, the minimum monthly charge shall be determined by the meter size as set forth on the following schedule, plus usage billed at $5.44 per thousand gallons:

MINIMUM MONTHLY CHARGE:	
3/4" meter	$14.63
1” meter	$24.39
1 1/2" meter	$48.77
2” meter	$78.03
3” meter	$146.32
4” meter	$243.87
6” meter	$487.74
8” meter	$780.37
10” meter	$1,121.80
Non-connected	$14.63

2. Outside the City limits of Port Orange, a surcharge of 25% shall be added to the minimum monthly charge and usage charges set forth in subsection D.1. above pursuant to s. 180.191, Florida Statutes.

F. Septic Haulers

Direct disposal at the reclaimed water plant shall not be permitted under any circumstances, except where the said septic hauler is working under contract with and on behalf of the City of Port Orange. In such instances, charges shall be defined in the contract.

G. City of Daytona Beach Shores Wholesale Sewer Rates

The City of Daytona Beach Shores shall be charged usage per thousand gallons of untreated sewage flow, as follows:

Effective Date	Usage (Per Thousand Gallons)
October 1, 2024	$4.28
October 1, 2025	$4.53
October 1, 2026	$4.79

Section 17. Minimum Billing for Partial Monthly Service

The minimum monthly water and sewer utility charges shall apply to all accounts with service availability. Minimum monthly charges shall be prorated during the initial and final month of service.

Section 18. Voluntary Suspension of Service & Minimum Charges to Vacate Developed Properties

The minimum monthly water and sewer utility charges shall not be suspended during vacation periods or such periods of time that a property is vacated. In order to prevent unauthorized water usage while a customer is on vacation (for a minimum of three months) the customer may request that the City lock-off the meter at no cost to the customer. The customer will not be required to pay a service charge if a request is received the day prior to the need to resume service.

Inactive accounts for vacant lots or spaces in mobile home parks or private utility systems having master meters, when such lots or spaces are billed separately, shall have the minimum monthly charges assessed to the property owner.

Section 19. Reclaimed Water System Charges

A. Monthly Charges

Monthly charges begin after connection or reconnection to the reclaimed water system. The following monthly charges shall apply for the connection to and use of the reclaimed water system of the City based on the meter size and consumption as shown by monthly meter readings to have been delivered. The monthly charges shall include a minimum charge as determined by the meter size plus usage charges billed as set forth:

RECLAIMED WATER BLOCK RANGES ARE AS FOLLOWS:

METER SIZE:	BLOCK 1	BLOCK 2	BLOCK3
3/4 INCH	0 – 12,000	12,001 – 18,000	18,001+
1 inch	0 – 20,000	20,001 – 30,000	30,001+
1 1/2 inch	0 – 40,000	40,001 – 60,000	60,001+
2 inch	0 – 64,000	64,001 – 96,000	96,001+
3 inch	0 – 120,000	120,001 – 180,000	180,001+
4 inch	0 – 200,000	200,001 – 300,000	300,001+
6 inch	0 – 400,000	400,001 – 600,000	600,001+
8 inch	0 – 640,000	640,001 – 960,000	960,001+
10 inch	0 – 920,000	920,001 – 1,380,000	1,380,001+

1. Inside the City

MINIMUM MONTHLY CHARGE:	
3/4" meter	$10.33
1” meter	$17.22
1 1/2" meter	$34.45
2” meter	$55.13
3” meter	$103.35
4” meter	$172.25
6” meter	$344.50
8” meter	$551.21
10” meter	$792.35

Each customer connected to the reclaimed system shall be charged the minimum monthly charge regardless of use.

USAGE CHARGES:	
BLOCK 1	$0.26 per thousand gallons
BLOCK 2	$0.47 per thousand gallons
BLOCK 3	$0.52 per thousand gallons

2. Outside the City

Outside the City limits of Port Orange, a surcharge of 25% shall be added to the minimum monthly charge and usage charges set forth in subsection A.1. above pursuant to s. 180.191, Florida Statutes.

B. INTERRUPTIBLE SERVICE RATE

Customers that have an alternate water source on site for alternate irrigation water supply shall be eligible for an interruptible service rate. Upon approval by the Public Utility Director or the designee, the monthly charges for this rate shall include a minimum charge determined by the meter size as set forth on the schedule in subsection A. of this Section, plus usage billed at $0.26 per thousand gallons inside the City. Service under this category may be interrupted at any time by the City.

Outside the City limits of Port Orange, a surcharge of 25% shall be added to the minimum monthly charge and usage charges set forth in subsection B. above pursuant to s. 180.191, Florida Statutes.

Section 20. Irrigation/Sprinkler Charges

Monthly charges begin after connection or reconnection of an irrigation/sprinkler meter. The following monthly charges shall apply for the use of the water system of the City based on the meter size and consumption as shown by monthly meter readings. The monthly charges shall include a minimum charge as determined by the meter size plus usage charges billed as set forth.

A. Residential

Inside the City limits of Port Orange, the minimum monthly charges shall be billed as follows:

METER SIZE	MONTHLY CHARGE:
3/4" meter	$11.04
1” meter	$18.39
1 1/2" meter	$36.78
2” meter	$58.84

Usage shall be charged at $5.85 per thousand gallons.

Outside the City limits of Port Orange, a surcharge of 25% shall be added to the minimum monthly charge and usage charges set forth in subsection A. above pursuant to s. 180.191, Florida Statutes.

B. Multi-Family Residential – (Apartment, Condominium, or Time-Share Resort and Mobile Home Park using a public or private utility system with Master Meter).

Inside the City limits of Port Orange, the minimum monthly charge shall be as follows:

MINIMUM MONTHLY CHARGE (PER ACCOUNT)	
3/4" meter	$11.04
1” meter	$18.39
1 1/2" meter	$36.78
2” meter	$58.84
3” meter	$110.34
4” meter	$183.91
6” meter	$367.82
8” meter	$588.52
10” meter	$846.00

Usage shall be charged at $5.85 per thousand gallons.

Outside the City limits of Port Orange, a surcharge of 25% shall be added to the minimum monthly charge and usage charges set forth in subsection B. above pursuant to s. 180.191, Florida Statutes.

C. Motel, Hotel, Commercial and Industrial

Inside the City limits of Port Orange, the minimum monthly charge shall be determined by the meter size as set forth on the following schedule:

METER SIZE	MONTHLY CHARGE:
3/4 inch	$11.04
1 inch	$18.39
1 1/2 inch	$36.78
2 inch	$58.84
3 inch	$110.34
4 inch	$183.91
6 inch	$367.82
8 inch	$588.52
10 inch	$846.00

In addition to the minimum monthly charge, each account shall be billed for usage at $5.85 per thousand gallons.
Outside the City limits of Port Orange, a surcharge of 25% shall be added to the minimum monthly charge and usage charges set forth in subsection C. above pursuant to s. 180.191, Florida Statutes.

PART D– MISCELLANEOUS CHARGES AND ADJUSTMENTS

Section 21. Collections Process and Delinquent Charges

A. Any account that is sent to collections will be charged a collection fee of $45.00.

B. Any account that has been processed for a lien or satisfaction of lien will be charged the processing fees charged by Volusia County plus an additional $45.00 City administration fee.

C. A delinquent fee of $45.00 shall be assessed on all bills paid later than 20 days after the due date whether or not service has been interrupted.

Section 22. Account Adjustments

A. Increases in charges to address under billing resulting solely from the City's error will be applied prospectively only. Credits to customer accounts due to overbilling resulting solely from the City's error will be refunded to the maximum extent required by law.

Section 23. Rate Review

The City Council shall periodically review and assess the rates, fees and charges established herein in accordance with the requirements of Florida law, the City's utility system bond resolution and any other contractual covenants associated with debt obligations undertaken by the City to finance improvements to the utility systems.

Section 24. Surcharges for Service Outside City Limits.

The surcharges for utility services outside City limits as provided for in this resolution became effective on January 1, 2024 pursuant to City Resolution No. 23-26, and were made effective for all bills rendered after January 1, 2025 by City Resolution No 24-18. Resolution No. 24-18 approved the schedule of utility rates, fees and charges, including such surcharges, for the annual period contemplated therein and for each annual period thereafter. The annual rates, fees and charges approved and adopted by such resolution, as ratified herein, were calculated to satisfy and were determined to be necessary in order to satisfy, debt service for utility bonds or other debt obligations of the City and the bond covenants associated with such debt obligations, as further described in the Rate Study. Such determination is hereby ratified and confirmed.

Section 25. Mobile Home Parks and Manufactured Home Parks.

Sections 15.B and 16.B herein provide for the billing of Mobile Home Parks and Manufactured Home Parks on the same basis as other multifamily residential customers served by a Master Meter, including Apartments and Condominiums. Such basis is hereby ratified and confirmed as the City's intended method for billing Mobile Home Parks and Manufactured Home Parks during the annual rate period commencing April 1, 2024 and each annual rate period thereafter.

Section 26. Severability

If any provision of this resolution or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of this resolution which can be given effect without the invalid provision or application, and to this end the provisions of this resolution are declared severable.

Section 27. Repeal of Conflicting Resolutions

All resolutions or parts of resolutions in conflict with the provisions of this resolution are hereby repealed to the extent of such conflict. This Resolution shall supersede Resolution No. 26-4

Section 28. Effective Date

This resolution shall become effective for all bills rendered after January 1, 2027, except for the fees set forth herein with stated effective dates.

_____
MAYOR SCOTT STILTNER

ATTEST:

_____
Robin L. Fenwick, MMC, City Clerk

Adopted on the _____ day of _____, 2026

Reviewed and Approved: _____
Matthew J. Jones, City Attorney

CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 6/16/2026

SUBJECT: (B10) Resolution No. 26-33 — Supplementing Resolution No. 26-4 Related to Schedule of Rates, Fees and Charges for City's Provision of Sewer Services for the Town of Ponce Inlet

DEPARTMENT: Finance

GOAL: 5 - Fiscal Sustainability

RECOMMENDED MOTION: Move to approve Resolution No. 26-33.

SUMMARY: The City provides sewer service to the Town of Ponce Inlet and its customers pursuant to an Interlocal Agreement entered into on March 23, 1993. This Interlocal Agreement, as amended, requires at least 90 days advance notice by the City to the Town for any proposed sewer rate adjustments. Due to staff changes in the Finance Department, this notice was not provided for the rate increase approved by Council in January 2026. Staff has now sent the required notice to the Town via certified mail and email on March 3, 2026, in compliance with the notice requirements. This supplemental resolution ratifies the rates adopted by Resolution No. 26-4 for the sewer services provided to the Town and establishes an effective date of such rates of July 1, 2026.

PRESENTER: Sue Wang

ATTACHMENTS:

1.	Reso 26-33- Ponce InletSupplemental Rate Resolution	Reso 26-33- Ponce InletSupplemental Rate Resolution.docx
2.	Reso. No. 26-4 - Utility Rate Reso	Reso. No. 26-4 - Utility Rate Reso.pdf

Amanda Bonin	Created/Initiated - 05/29/2026
Sue Wang	Approved - 05/29/2026
Sue Wang	Approved - 05/29/2026
Matthew Jones	Approved - 06/09/2026
Wayne Clark	Final Approval - 06/09/2026

RESOLUTION NO. 26-33

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, SUPPLEMENTING RESOLUTION NO. 26-4 ADOPTED JANUARY 13, 2026, TO PROVIDE THAT THE SCHEDULE OF RATES, FEES AND CHARGES FOR THE CITY'S PROVISION OF SEWER SERVICES AND FACILITIES APPROVED THEREIN SHALL BE APPLICABLE TO THE TOWN OF PONCE INLET EFFECTIVE AS OF JULY 1, 2026; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Chapter 74 of the Code of Ordinances of the City of Port Orange, Florida (the "City"), provides for the establishment of certain utility fees and charges by resolution of the City Council; and

WHEREAS, the City Council commissioned the City of Port Orange Water and Wastewater Utility System Rate and Development Fee Study performed by Raftelis Financial Consultants, Inc. (the "Rate Study") dated November 14, 2023; and

WHEREAS, based on the Rate Study, the City Council adopted Resolution No. 26-4 on January 13, 2026 (the "Rate Resolution") to approve and adopt increases and adjustments to the schedule of, rates, fees and charges for the City's provision of water, sewer and reclaimed water services and facilities, effective as of February 1, 2026; and

WHEREAS, the City provides sewer service to the Town of Ponce Inlet (the "Town") and its customers pursuant to that certain "Restatement and Amendment to Sewer Services Interlocal Agreement dated March 23, 1993 between the Town of Ponce Inlet, Florida and the City of Port Orange, Florida" recorded in Book 5243 at Page 4473 of the Official Records of Volusia County, Florida (including amendments thereto, the "Interlocal Agreement"); and

WHEREAS, the Interlocal Agreement requires at least ninety (90) days advance notice by the City to the Town of proposed sewer rate adjustments, in order to provide time for the Town to notify its customers of the proposed adjustments; and

WHEREAS, the City did not provide notice to the Town of the proposed sewer rate adjustments for sewer service as required by the Interlocal Agreement, and the sewer rate increases otherwise approved by the Rate Resolution have not been placed in effect for the Town; and

WHEREAS, notice of the City Council's intent to consider this supplement to the Rate Resolution, providing for applicability of the sewer rates, fees and charges approved by the Rate Resolution to the Town and the effective date thereof, together with the Rate Resolution adopted on January 13, 2026, have since been provided to the Town in accordance with the requirements and timing set forth in the Interlocal Agreement; and

WHEREAS, a public hearing was held on June 16, 2026, to receive comments and consider adoption of this supplemental resolution and application of the sewer rates, fees and charges approved by the Rate Resolution to the Town and its utility customers; and

WHEREAS, the City Council now finds that all notice requirements of the Interlocal Agreement have been satisfied, and adopts this supplement to the Rate Resolution to (i) ratify and confirm applicability of the rates, fees and charges adopted by the Rate Resolution to the sewer services provided by the City to the Town, and (ii) establish the effective date of such rates applicable to the Town.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA:

Section 1. Recitals

The foregoing recitals are true and correct and are hereby incorporated herein by reference.

Section 2. Rates Applicable to Town

The sewer rates, fees and charges adopted in the Rate Resolution are hereby made applicable to the Town and its utility customers, effective as of July 1, 2026.

Section 3. Ratification and Confirmation of Rate Resolution

As supplemented hereby, the Rate Resolution, including the sewer rates, fees and charges approved therein, the applicability of all utility rates and charges for all customers of the City other than the Town and its customers effective on February 1, 2026, and the applicability of sewer rate, fees and charges to the Town and its customers effective on July 1, 2026, is hereby ratified and confirmed.

Section 4. Severability

If any provision of this resolution or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of this resolution which can be given effect without the invalid provision or application, and to this end the provisions of this resolution are declared severable.

Section 5. Effective Date

This resolution shall become effective immediately upon its adoption. The sewer rate increases approved herein for the Town shall be effective for all bills rendered to the Town and/or its customers on or after July 1, 2026.

_____
MAYOR SCOTT STILTNER

ATTEST:

_____
Robin L. Fenwick, MMC, City Clerk

Adopted on the _____ day of _____, 2026

Reviewed and Approved: _____
Matthew J. Jones, City Attorney

RESOLUTION NO. 26-4

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, ESTABLISHING AND ADOPTING RATES, FEES AND CHARGES FOR THE CITY'S PROVISION OF UTILITY SERVICES AND FACILITIES; ESTABLISHING THE SCHEDULE OF RATES, FEES AND CHARGES FOR WATER, SEWER AND RECLAIMED WATER UTILITY SERVICES AND FACILITIES, AND THE EFFECTIVE DATES OF EACH; APPROVING ADMINISTRATIVE PROCESSES ASSOCIATED WITH SUCH RATES, FEES AND CHARGES; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Chapter 74 of the Code of Ordinances of the City of Port Orange, Florida (the "City"), provides for the establishment of certain utility fees and charges by resolution of the City Council; and

WHEREAS, the City Council commissioned the City of Port Orange Water and Wastewater Utility System Rate and Development Fee Study performed by Raftelis Financial Consultants, Inc. (the "Rate Study") dated November 14, 2023 and has determined, based on that study, that the rates reflected herein are fair and equitable and necessary to fund the proper operation, maintenance, repair and improvement of the City's utility systems, including the payment of debt service on bond and other debt obligations issued by the City from time to time to finance improvements to the utility systems, and the provision of expansion and capacity related capital facilities which are necessitated by new growth and development; and

WHEREAS, the City Council provided notice of its intent to consider the utility system rates, fees and charged approved and adopted hereunder as required by law including through the City's utility billing process in accordance with s. 180.136, Florida Statutes.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA:

Section 1. Adoption of Utility Fee Schedule

The City Council of the City of Port Orange, Florida hereby adopts the following utility fee schedule.

PART A – DEVELOPMENT AND GROWTH RELATED FEES

Section 2. Development Fee Schedule – Water and Sewer Service

The following Development Fees Schedule set forth in this section shall become effective April 1 of the year as stated below, in accordance with s. 163.31801(6), Florida Statutes.

A. Inside City Limits:

1. For each equivalent living unit connected to the system (including: single family or multiple family on a public or private utility systems):

Water Service Development Fee	
Effective April 1, 2024	$1,545.00

Sewer Service Development Fee	
Effective April 1, 2024	$1,674.00
Effective April 1, 2025	$1,808.00
Effective April 1, 2026	$1,942.00
Effective April 1, 2027	$2,076.00

2. For each campsite, space or other facility for temporary use in a campground or recreational park connected to the system:

Water Service Development Fee	
Effective April 1, 2024	$618.00

Sewer Service Development Fee	
Effective April 1, 2024	$669.60
Effective April 1, 2025	$723.20
Effective April 1, 2026	$776.80
Effective April 1, 2027	$830.00

3. For each motel, hotel, commercial or industrial use connected to the system:

Water Service Development Fee		
Effective April 1, 2024 - $1,545.00 per equivalent living unit plus an amount computed as follows:		
NUMBER OF FIXTURE UNITS	AMOUNT PER FIXTURE UNIT	EACH FIXTURE UNIT OVER
0-15	$ 0.00	0
16-30	$103.67	15
31 & Above	$ 77.75	30

Sewer Service Development Fee		
Effective April 1, 2024 - Sewer Development Fee per equivalent living unit set forth in Subsection A.1. hereinabove, plus the following amount:		
NUMBER OF FIXTURE UNITS	AMOUNT PER FIXTURE UNIT	EACH FIXTURE UNIT OVER
0-15	$ 0.00	0
16-30	$120.53	15
31 & Above	$ 90.40	30

Sewer Service Development Fee		
Effective April 1, 2025 - Sewer Development Fee per equivalent living unit set forth in Subsection A.1. hereinabove, plus the following amount:		
NUMBER OF FIXTURE UNITS	AMOUNT PER FIXTURE UNIT	EACH FIXTURE UNIT OVER
0-15	$ 0.00	0
16-30	$138.39	15
31 & Above	$103.80	30

B. Outside City Limits

1. For each equivalent living unit connected to the system (Including: single family or multi-family for a public or private utility systems) a surcharge of 25% shall be added to the fees set forth in subsection A. 1. above pursuant to s. 180.191, Florida Statutes.

2. For each campsite, space or other facility for temporary use in a campground or recreational park connected to the system a surcharge of 25% shall be added to the fees set forth in subsection A. 2. above pursuant to s. 180.191, Florida Statutes.

3. For each motel, hotel, commercial or industrial use connected to the system a surcharge of 25% shall be added to the fees set forth in subsection A.3. above pursuant to s. 180.191, Florida Statutes.

C. City of Daytona Beach Shores: (Treatment Only)

1. For each equivalent living unit connected to the system (including: single-family and multi-family for public or private utility systems):

Sewer Service Development Fee	
Effective April 1, 2024	$998.00

2. For each motel, hotel, commercial or industrial use connected to the system:

Sewer Service Development Fee		
Sewer Development Fee per equivalent living unit set forth in Subsection C.1. hereinabove, plus the following amount:		
NUMBER OF FIXTURE UNITS	AMOUNT PER FIXTURE UNIT	EACH FIXTURE UNIT OVER
0-15	$ 0.00	0
16-30	$66.53	15
31 & Above	$49.90	30

Each additional equivalent living unit occasioned by changes in property usage subsequent to the effective date of this resolution shall be subjected to a Development Fee computed in accordance with the foregoing criteria.

Section 3. Connection Charges for Water Service - Potable & Reclaimed

Connection Charges

Connection charges are not refundable and are due and payable prior to connection or reconnection to the utility system.

A. Inside City Limits:

The following charges shall be required for each connection made to the utility system inside the City limits:

Connection Charge		
METER SIZE	POTABLE	RECLAIMED/IRRIGATION
¾ inch	$ 750.00	$ 750.00
1 inch	$1,030.00	$1,030.00
1 ½ inch	$1,220.00	$1,220.00
2 inch	$1,905.00	$1,535.00
3 inch or larger	$525.00 plus actual material and labor	

B. Outside City Limits:

For each connection made to the water system outside of the City limits a surcharge of 25% shall be added to the fees set forth in subsection A. above pursuant to s. 180.191, Florida Statutes.

If a pressure main tap is required to complete connection, the pressure main tapping charge set forth in Section 12 of this Resolution shall be added to the connection charge. Charges for new service extensions shall be based on actual material, labor and equipment costs.

Section 4. Connection Charges for Sewer Service

There shall be no charge for a service connection made to the sewer system if such service connection is made at the same time as construction of sewer mains and is developer-installed. However, if a service connection is required after construction of the sewer main, or if the City pays for a service connection concurrent with a line extension, then the City will provide materials and labor to bring the service main to the property line of the lot or parcel to be connected and a minimum charge of $1,775.00 per service connection shall apply. The actual connection charge may be greater than the minimum charge if the actual cost to the City is greater than the minimum charge set forth in this Section.

PART B – DEPOSITS AND VARIOUS UTILITY RELATED CHARGES

Section 5. Application and Deposits for Service

A. Primary Utility Meter Deposit

Requests for new utility service shall be processed in accordance with Section 74-33(d) of the Code of Ordinances. The Finance Director shall waive deposits for property owners who have maintained a current account and have not been charged late fees or processed for a shut-off in the previous 36 months.

Upon the City becoming aware that a customer is deceased, the name on the account shall be changed to "Estate of [name of deceased]" and the deposit shall be applied to the account. For estates where there are multiple owners or tenants listed on the property deed or lease, the deposit may be transferred to a new account in the name of a surviving co-owner or co-tenant, upon request.
In cases of divorce requiring a change of accountholder, a new deposit shall be required unless the court instructs otherwise.

All utility deposits will be held in a non-interest-bearing account.

MINIMUM DEPOSIT – FOR PRIMARY METER ARE AS FOLLOWS:		
METER SIZE	OWNER OF PROPERTY	TENANT
3/4 inch	$120.00	$210.00
1 inch	$240.00	$420.00
1 1/2 inch	$360.00	$630.00
2 inch	$912.00	$1,596.00
3 inch	$1,260.00	$2,205.00
4 inch	$1,680.00	$2,940.00
6 inch	$4,200.00	$7,350.00
8 inch	$5,040.00	$8,820.00
10 inch	$7,200.00	$12,600.00

B. DEPOSITS IN ADDITION TO PRIMARY METER – AT SAME ADDRESS

In addition to the primary meter above an additional deposit will be required for an additional reclaimed or potable meter.

ADDITIONAL METER DEPOSIT ARE AS FOLLOWS:		
METER SIZE	OWNER OF PROPERTY	TENANT
3/4 inch	$42.00	$96.00
1 inch	$84.00	$192.00
1 1/2 inch	$126.00	$288.00
2 inch	$319.00	$729.00
3 inch	$441.00	$1,008.00
4 inch	$588.00	$1,344.00

All utility deposits will be held in a non-interest-bearing account.

C. Customers who have been processed for disconnection for non-payment two times within a twelve-month period or have a credit history evidencing delinquent payments on their accounts, will be required to pay an additional deposit equal to three (3) months average invoice, averaged over the previous 12 months.

D. The application for service shall require a valid driver's license or valid government-issued identification card and either proof of ownership or a valid lease agreement. A W-9 is required for all accounts establishing service in a business name. Should an applicant refuse to provide valid identification, the customer will be refused utility service.

E. The deposits outlined in this Section apply to all residential and commercial property owners and shall be refunded if a change of ownership can be verified. Deposits for residential owners who have maintained a current account and have not been charged late fees or processed for a shut-off in the previous 36 months shall be applied to future utility bills upon request by the residential owner. Deposits for tenant accounts shall be held until the account is closed.

Section 6. Portable Water Meter Charges

A. Upon receipt of the meter, the customer will pay a $1,615.00 security deposit plus a hydrant meter charge of $300.00. Upon return of the meter in good working condition, the individual or firm will receive a refund of $1,615.00 less any outstanding charges and fees.

B. All portable meters must be read, or usage reported monthly and charged a standard inside commercial water rate based on the meter size plus a $30.00 monthly processing fee. It is the responsibility of the customer to bring the meter into the Customer Service or Meter Reading Office to be read or to email the meter shop a photo of the face of the meter showing the reading and register number.

C. Under special circumstances that include semi-permanently installed meters, and upon notification of the location of the meter, the City will read the meter on site. If the customer fails to contact the City to request the meter to be read on a monthly basis, the meter shall be returned to the City and the customer shall be required to pay the hydrant meter charge of $300.00 and any additional outstanding sums in order to renew service.

D. Any damage to a portable meter will be addressed in accordance with Section 74-36(b) of the Code of Ordinances.

E. The account holder is responsible for all usage charges regardless of who may have used the water.

Section 7. Account Service Charges

A. There will be a $45.00 service charge for a new account for water service where connection to the water system and installation of a meter has previously been made. This charge is not applicable to the original connection to the water system and installation of a meter. A credit of $30.00 will be applied for all customers who enroll in automatic bank draft (autopay) and paperless billing.

B. There will be a $45.00 service charge for a reconnect to turn-on water where connection to the water system and installation of a meter has previously been made. This charge is not applicable to the original connection to the water system and installation of a meter.

C. There will be a $115.00 service charge for a new account or reconnect requiring unscheduled service after regular business hours as defined in subsection 8.B. below, or service on the same day to turn on water where connection to the water system and installation of a meter have previously been made.

D. If more than one (1) meter exists at a single location (such as meters for reclaimed water), only one (1) service charge shall apply per service call.

E. All service charges on an unpaid balance will be computed as if total consumption occurred during the first month after the date the meter was previously read.

F. As defined in Section 812.14 of the Florida Statutes or Section 74-40 of the Code of Ordinances, tampering with a utility meter is prohibited. The fine amount for tampering in violation of Section 74-40 shall be three times the amount of the service plus $115.00.

G. A delinquent fee of $45.00 shall be assessed on all bills paid later than 20 days after the due date whether or not service has been interrupted.

Section 8. Extraordinary Service Call Charges

A. Extraordinary service calls outside of regular maintenance (for example, locating a meter covered during grading or sodding on the property, unplugging sewer stoppages, or repairing damages attributable to customer activity) shall require a minimum $45.00 service charge. Additionally, the customer will be billed for the cost of regaining access to the meter and restoring service, and for any damage to the meter or utility system caused by building, construction or other activity on the property or any other reason.

B. Extraordinary service calls outside of regular maintenance requiring service on Saturdays, Sundays, holidays or after 3:30 p.m., Monday through Friday shall require a $115.00 service charge together with the additional charges set forth in subsection A. of this Section.

C. Service charges for extraordinary service calls related to temporary utility reconnection for home inspection shall be paid in advance of the service call. Notice of temporary reconnection shall be provided to the City at least twenty-four (24) hours in advance. Temporary utility reconnection service shall not exceed four (4) hours in duration during the hours of 10 a.m. to 3:30 p.m.

Section 9. Meter Test Charges

A. Bench Test

There shall be a $115.00 service charge for customers requesting a meter bench test for accuracy on a 3/4-inch meter. All other bench tests are to be billed at cost. If the meter is found to be substantially inaccurate, this charge will not be assessed. Substantially inaccurate shall be construed to mean a deviation greater than two and one-half percent (2-1/2%) from perfect registration.

B. Meter Check – At Service Location

There will be a $30.00 service charge for a customer ordered meter check after information has been provided regarding consumption. If the reading is found to be in error or the meter is not functioning properly then this charge will not be assessed.

Section 10. Swimming Pool Service Charges

To avoid excessive sewer charges when filling swimming pools where sewer service is provided by the City of Port Orange, a credit against the sewer charge may be given for the amount of water used to fill the swimming pool when requested within twelve months of the pool being filled in accordance with Section 2-240 of the Code of Ordinances.

Section 11. Backflow Inspection/Testing Charge

All owners of non-single-family backflow prevention devices connected to the City's potable water system are required to inspect and test these devices annually using a licensed professional in accordance with Section 74-249 of the Code of Ordinances. Certified test results are to be provided to the City immediately thereafter. There shall be a monthly charge of $3.33 for inspection and testing of each single-family residential backflow prevention device by the City.

Section 12. Minimum Tapping Charges

The following minimum charges shall apply for approved taps into existing pressure mains and/or sewer manhole coring (potable water main, sewer force main, reclaimed water main, and gravity sewer):

TAP SIZE	PRESSURE MAIN	SEWER MANHOLE CORING
1 inch	$300.00	$ N/A

2 inch	430.00	N/A
4 inch	705.00	805.00
6 inch	705.00	805.00
8 inch	705.00	805.00
10 inch	775.00	1,055.00
12 inch	840.00	1,355.00

The above charges do not include jacking and boring, crossing of City streets, related restoration, permitting, and valves and/or related parts. If extenuating circumstances exist, additional tapping charges may apply.

Section 13. Fire Hydrant Maintenance Charges

A. There shall be a monthly maintenance charge of $10.00 for each privately owned fire hydrant located within the City limits and outside of public right-of-way or public utility easements.

B. There shall be a monthly maintenance charge of $12.50 for each privately owned fire hydrant located outside the City limits and outside of public right-of-way or public utility easements when served by the City's water distribution system.

Section 14. Fire Sprinkler System Charges

A. Single-Family Residential and Multi-Family Residential

1. Fire sprinkler systems with demand requiring a service size of two inches (2") or smaller, when combined with domestic water system demand, shall utilize one (1) standard meter connection. Monthly charges shall be billed as provided in Section 15 and Section 16 of this resolution.

2. Fire sprinkler systems requiring a service size larger than two inches (2") may have a connection common with the domestic water system or a separate connection. If the fire sprinkler connection line is metered, monthly charges shall be billed as provided in Section 15 and Section 16 of this resolution. If the fire sprinkler connection is unmetered, a monthly charge shall be billed as provided in subsection D. of this Section.

B. Motel, Hotel, Commercial and Industrial

Fire sprinkler systems may have a connection common with the domestic water system or a separate connection. If the domestic fire sprinkler connection is metered, monthly charges shall be billed as provided in Section 15 and Section 16 of this resolution. If the fire sprinkler connection is unmetered, a monthly charge shall be billed as provided in subsection D. of this Section.

C. New Fire Sprinkler Service Installations

Charges for providing fire sprinkler service shall be determined by the work necessary for a complete installation and shall be based on the applicable provisions of Section 3 and Section 12 of this resolution. The required backflow prevention device shall be charged for annual testing in accordance with Section 11.

D. Monthly Charges for Unmetered Fire Sprinkler Systems

The following charges shall apply for all unmetered water sprinkler systems for fire protection; and billed monthly as follows:

SERVICE SIZE	INSIDE CITY
2 inch	$4.62
3 inch	8.66
4 inch	14.44
6 inch	28.88
8 inch	46.20
10 inch	66.41
12 inch	124.16

Outside the City limits of Port Orange, a surcharge of 25% shall be added to the above charges set forth in subsection D above pursuant to s. 180.191, Florida Statutes.

PART C – WATER AND SEWER CONSUMPTION CHARGES

Section 15. Schedule of Monthly Water Charges

The following monthly charges shall apply for the use, or availability for use, of the water service system of the City based on consumption as shown by monthly meter readings. If connection is required pursuant to Section 74-31of the Code of Ordinances, water service is deemed available for use.

A. Residential

1. Inside the City limits of Port Orange, the minimum monthly charges shall be $10.74 for each unit plus usage billed as follows:
2. Usage:

USAGE:		
BLOCK 1	(0 – 2,000 gallons)	$1.60 per thousand gallons
BLOCK 2	(2,001 – 6,000 gallons)	$4.21 per thousand gallons
BLOCK 3	(6,001 – 12,000 gallons)	$5.73 per thousand gallons
BLOCK 4	(12,001 – 18,000 gallons)	$7.26 per thousand gallons

BLOCK 5	(18,001 + gallons)	$11.62 per thousand gallons

Non-connected customers will be charged the minimum monthly charge.

3 Outside the City limits of Port Orange, a surcharge of 25% shall be added to the minimum monthly charge and usage charges set forth in subsection A.1. or A.2. above pursuant to s. 180.191, Florida Statutes.

4. Non-connected customers will be charged the minimum monthly charge.

B. Multi- Family Residential – (Apartment, Condominium, or Time-share Resort using a public or private utility system with Master Meter).

1. Inside the City limits of Port Orange, the minimum monthly charge shall be $10.74 for each equivalent living unit plus usage billed at $3.48 per thousand gallons.

2. Outside the City limits of Port Orange, a surcharge of 25% shall be added to the minimum monthly charge set forth in subsection B.1. above pursuant to s. 180.191, Florida Statutes.

3. The total number of Equivalent Living Units shall be calculated in accordance with Section 74-1 of the Code of Ordinances and the Florida Building Code. Buildings with master meters will be billed, as described in subsections B.1. or B.2. of this Section, on the unit basis after the Certificate of Occupancy is issued.

4. Multi-family residential properties with individual meters shall be billed at the single-family rates established in subsection 15.A.

C. Campground and Recreational Park including Private Utility Systems

1. Inside the City limits of Port Orange, the minimum monthly charge shall be $10.74 for each equivalent living unit plus usage billed at $ 3.48 per thousand gallons.

2. Outside the City limits of Port Orange, a surcharge of 25% shall be added to the minimum monthly charge and usage charges set forth in subsection C.1. above pursuant to s. 180.191, Florida Statutes.

3. The total number of Equivalent Living Units shall be calculated in accordance with Section 74-1 of the Code of Ordinances and the Florida Building Code. Buildings with master meters will be billed, as described in subsections C.1. or C.2. of this Section, on the unit basis after the Certificate of Occupancy is issued.

D. Motel, Hotel, Commercial and Industrial (to include water only accounts)

1. Inside the City limits of Port Orange, the minimum monthly charge shall be determined by the meter size as set forth on the following schedule:

METER SIZE	MONTHLY CHARGE
3/4 inch	$10.74
1 inch	$17.90
1 1/2 inch	$35.80
2 inch	$57.27
3 inch	$107.39
4 inch	$178.99
6 inch	$357.98
8 inch	$572.77
10 inch	$823.36

In addition to the minimum monthly charge, each account shall be billed for usage at $3.48 per thousand gallons.

2. Outside the City limits of Port Orange, a surcharge of 25% shall be added to the minimum monthly charge and usage charges set forth in subsection D.1. above pursuant to s. 180.191, Florida Statutes.

E. Multi- Family Residential (Mobile Home Parks and Manufactured Home Parks) using a public or private utility system with Master Meter.

1. Inside the City limits of Port Orange, the minimum monthly charge shall be $ 10.74 for each unit plus usage billed as follows:

USAGE:		
BLOCK 1	(0 – 2,000 gallons)	$1.60 per thousand gallons
BLOCK 2	(2,001 – 6,000 gallons)	$4.21 per thousand gallons
BLOCK 3	(6,001 – 12,000 gallons)	$5.73 per thousand gallons
BLOCK 4	(12,001 – 18,000 gallons)	$7.26 per thousand gallons
BLOCK 5	(18,001 + gallons)	$11.62 per thousand gallons

2. Outside the City limits of Port Orange, a surcharge of 25% shall be added to the minimum monthly charge and usage charges set forth in subsection E.1. above pursuant to s. 180.191, Florida Statutes.

F. Town of Ponce Inlet Wholesale Water Rates

The Town of Ponce Inlet shall be charged a minimum rate per month per Master meter, plus usage billed per thousand gallons as follows:

Effective Date	Minimum Rate	Usage (Per Thousand Gallons)
January 1, 2025	$71.93	$4.43
January 1, 2026	$73.91	$4.55
January 1, 2027	$75.94	$4.68

Section 16. Schedule of Monthly Sewer Charges

The following monthly charges shall apply for the use, or availability for use, of the sanitary sewage facilities of the City. Charges shall be based on consumption recorded on an approved water or sewer meter.

A. Residential

1. Inside the City limits of Port Orange, the minimum monthly charge shall be $13.83 for each unit plus usage billed at $5.14 per thousand gallons for 0 – 12,000 gallons. Usage over 12,000 gallons will not be billed. Non-connected customers shall be billed a minimum monthly availability charge of $13.83. Each customer connected to sewer, but not connected to water shall be billed a monthly charge of $34.41.

2. Outside the City limits of Port Orange, a surcharge of 25% shall be added to the minimum monthly charge availability charge and usage charges set forth in subsection A.1. above pursuant to s. 180.191, Florida Statutes.

B. Multi-Family Residential (Apartment, Condominium, or Time-Share Resort using a public or private utility system with Master Meter)

1. Inside the City limits of Port Orange, the minimum monthly charge shall be $13.83 for each unit plus usage billed at $5.14 per thousand gallons.

3. Outside the City limits of Port Orange, a surcharge of 25% shall be added to the minimum monthly charge and usage charges set forth in subsection B.1. above pursuant to s. 180.191, Florida Statutes.

3. The total number of Equivalent Living Units shall be calculated in accordance with Section 74-1 of the Code of Ordinances and the Florida Building Code. Buildings with master meters will be billed, as described in subsections B.1. or B.2. of this Section, on the unit basis after the Certificate of Occupancy is issued.

C. Campground and Recreational Park to include Private Utility Systems

1. Inside the City limits of Port Orange, the minimum monthly charge shall be $13.83 for each equivalent full time or short-term unit, plus usage billed at $5.14 per thousand gallons.

2. Outside the City limits of Port Orange, a surcharge of 25% shall be added to the minimum monthly charge and usage charges set forth in subsection C.1. above pursuant to s. 180.191, Florida Statutes.

3. The total number of Equivalent Living Units shall be calculated in accordance with Section 74-1 of the Code of Ordinances and the Florida Building Code. Buildings with master meters will be billed, as described in subsections C.1. or C.2. of this Section, on the unit basis after the Certificate of Occupancy is issued.

D. Motel, Hotel, Commercial and Industrial

1. Inside the City limits of Port Orange, the minimum monthly charge shall be determined by the meter size as set forth on the following schedule, plus usage billed at $5.14 per thousand gallons:

MINIMUM MONTHLY CHARGE:	
3/4" meter	$13.83
1" meter	$23.06
1 1/2" meter	$46.12
2" meter	$73.79
3" meter	$138.36
4" meter	$230.61
6" meter	$461.22
8" meter	$737.94
10" meter	$1,060.80
Non-connected	$13.83

2. Outside the City limits of Port Orange, a surcharge of 25% shall be added to the minimum monthly charge and usage charges set forth in subsection D.1. above pursuant to s. 180.191, Florida Statutes.

E. Multi-Family Residential (Mobile Home Parks and Manufactured Home Parks) using a public or private utility system with Master Meter.

1. Inside the City limits of Port Orange, the minimum monthly charge shall be $13.83 for each unit, plus usage billed at $5.14 per thousand gallons.

2. Outside the City limits of Port Orange, a surcharge of 25% shall be added to the minimum monthly charge and usage charges set forth in subsection E.1. above pursuant to s. 180.191, Florida Statutes.

F. Septic Haulers

Direct disposal at the reclaimed water plant shall not be permitted under any circumstances, except where the said septic hauler is working under contract with and on behalf of the City of Port Orange. In such instances, charges shall be defined in the contract.

G. City of Daytona Beach Shores Wholesale Sewer Rates

The City of Daytona Beach Shores shall be charged usage per thousand gallons of untreated sewage flow, as follows:

Effective Date	Usage (Per Thousand Gallons)
October 1, 2024	$4.28
October 1, 2025	$4.53
October 1, 2026	$4.79

Section 17. Minimum Billing for Partial Monthly Service

The minimum monthly water and sewer utility charges shall apply to all accounts with service availability. Minimum monthly charges shall be prorated during the initial and final month of service.

Section 18. Voluntary Suspension of Service & Minimum Charges to Vacate Developed Properties

The minimum monthly water and sewer utility charges shall not be suspended during vacation periods or such periods of time that a property is vacated. In order to prevent unauthorized water usage while a customer is on vacation (for a minimum of three months) the customer may request that the City lock-off the meter at no cost to the customer. The customer will not be required to pay a service charge if a request is received the day prior to the need to resume service.

Inactive accounts for vacant lots or spaces in mobile home parks or private utility systems having master meters, when such lots or spaces are billed separately, shall have the minimum monthly charges assessed to the property owner.

Section 19. Reclaimed Water System Charges

A. Monthly Charges

Monthly charges begin after connection or reconnection to the reclaimed water system. The following monthly charges shall apply for the connection to and use of the reclaimed water system of the City based on the meter size and consumption as shown by monthly meter readings to have been delivered. The monthly charges shall include a minimum charge as determined by the meter size plus usage charges billed as set forth:

RECLAIMED WATER BLOCK RANGES ARE AS FOLLOWS:

METER SIZE:	BLOCK 1	BLOCK 2	BLOCK3
3/4 INCH	0 – 12,000	12,001 – 18,000	18,001+
1 inch	0 – 20,000	20,001 – 30,000	30,001+
1 1/2 inch	0 – 40,000	40,001 – 60,000	60,001+
2 inch	0 – 64,000	64,001 – 96,000	96,001+
3 inch	0 – 120,000	120,001 – 180,000	180,001+
4 inch	0 – 200,000	200,001 – 300,000	300,001+
6 inch	0 – 400,000	400,001 – 600,000	600,001+
8 inch	0 – 640,000	640,001 – 960,000	960,001+
10 inch	0 – 920,000	920,001 – 1,380,000	1,380,001+

1. Inside the City

MINIMUM MONTHLY CHARGE:	
3/4" meter	$9.91
1" meter	$16.52
1 1/2" meter	$33.05
2" meter	$52.88
3" meter	$99.14
4" meter	$165.23
6" meter	$330.46
8" meter	$528.74
10" meter	$760.05

Each customer connected to the reclaimed system shall be charged the minimum monthly charge regardless of use.

USAGE CHARGES:	
BLOCK 1	$0.25 per thousand gallons
BLOCK 2	$0.45 per thousand gallons
BLOCK 3	$0.5 per thousand gallons

2. Outside the City

Outside the City limits of Port Orange, a surcharge of 25% shall be added to the minimum monthly charge and usage charges set forth in subsection A.1. above

pursuant to s. 180.191, Florida Statutes.

B. INTERRUPTIBLE SERVICE RATE

Customers that have an alternate water source on site for alternate irrigation water supply shall be eligible for an interruptible service rate. Upon approval by the Public Utility Director or the designee, the monthly charges for this rate shall include a minimum charge determined by the meter size as set forth on the schedule in subsection A. of this Section, plus usage billed at $0.25 per thousand gallons inside the City. Service under this category may be interrupted at any time by the City.

Outside the City limits of Port Orange, a surcharge of 25% shall be added to the minimum monthly charge and usage charges set forth in subsection B. above pursuant to s. 180.191, Florida Statutes.

Section 20. Irrigation/Sprinkler Charges

Monthly charges begin after connection or reconnection of an irrigation/sprinkler meter. The following monthly charges shall apply for the use of the water system of the City based on the meter size and consumption as shown by monthly meter readings. The monthly charges shall include a minimum charge as determined by the meter size plus usage charges billed as set forth.

A. Residential
Inside the City limits of Port Orange, the minimum monthly charges shall be billed as follows:

METER SIZE	MONTHLY CHARGE:
3/4" meter	$10.74
1" meter	$17.90
1 1/2" meter	$35.80
2" meter	$57.27

Usage shall be charged at $5.69 per thousand gallons.

Outside the City limits of Port Orange, a surcharge of 25% shall be added to the minimum monthly charge and usage charges set forth in subsection A. above pursuant to s. 180.191, Florida Statutes.

B. Multi-Family Residential – (Apartment, Condominium, or Time-Share Resort and Mobile Home Park using a public or private utility system with Master Meter).

Inside the City limits of Port Orange, the minimum monthly charge shall be as follows:

MINIMUM MONTHLY CHARGE (PER ACCOUNT)	
3/4" meter	$10.74
1" meter	$17.90
1 1/2" meter	$35.80
2" meter	$57.27
3" meter	$107.39
4" meter	$178.99
6" meter	$357.98
8" meter	$572.77
10" meter	$823.36

Usage shall be charged at $5.69 per thousand gallons.

Outside the City limits of Port Orange, a surcharge of 25% shall be added to the minimum monthly charge and usage charges set forth in subsection B. above pursuant to s. 180.191, Florida Statutes.

C. Motel, Hotel, Commercial and Industrial

Inside the City limits of Port Orange, the minimum monthly charge shall be determined by the meter size as set forth on the following schedule:

METER SIZE	MONTHLY CHARGE:
3/4 inch	$10.74
1 inch	$17.90
1 1/2 inch	$35.80
2 inch	$57.27
3 inch	$107.39
4 inch	$178.99
6 inch	$357.98
8 inch	$572.77
10 inch	$823.36

In addition to the minimum monthly charge, each account shall be billed for usage at $5.69 per thousand gallons.

Outside the City limits of Port Orange, a surcharge of 25% shall be added to the minimum monthly charge and usage charges set forth in subsection C. above pursuant to s. 180.191, Florida Statutes.

PART D– MISCELLANEOUS CHARGES AND ADJUSTMENTS

Section 21. Collections Process and Delinquent Charges

A. Any account that is sent to collections will be charged a collection fee of $45.00.

B. Any account that has been processed for a lien or satisfaction of lien will be charged the processing fees charged by Volusia County plus an additional $45.00 City administration fee.

C. A delinquent fee of $45.00 shall be assessed on all bills paid later than 20 days after the due date whether or not service has been interrupted.

Section 22. Account Adjustments

A. Increases in charges to address under billing resulting solely from the City's error will be applied prospectively only. Credits to customer accounts due to overbilling resulting solely from the City's error will be refunded to the maximum extent required by law.

Section 23. Rate Review

The City Council shall periodically review and assess the rates, fees and charges established herein in accordance with the requirements of Florida law, the City's utility system bond resolution and any other contractual covenants associated with debt obligations undertaken by the City to finance improvements to the utility systems.

Section 24. Severability

If any provision of this resolution or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of this resolution which can be given effect without the invalid provision or application, and to this end the provisions of this resolution are declared severable.

Section 25. Repeal of Conflicting Resolutions

All resolutions or parts of resolutions in conflict with the provisions of this resolution are hereby repealed to the extent of such conflict. This Resolution shall supersede Resolution No. 24-18

Section 26. Effective Date

This resolution shall become effective for all bills rendered after February 1, 2026, except for the fees set forth herein with stated effective dates.

MAYOR SCOTT STILTNER

ATTEST:

Robin L. Fenwick, MMC, City Clerk

Adopted on the 13 day of January, ~~2025~~ 2026

Reviewed and Approved:

Matthew J. Jones, City Attorney

CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 6/16/2026

SUBJECT: (B11) Resolution No. 26-34 - Approval for the YMCA to apply for a Volusia ECHO Grant Application

DEPARTMENT: Parks & Recreation

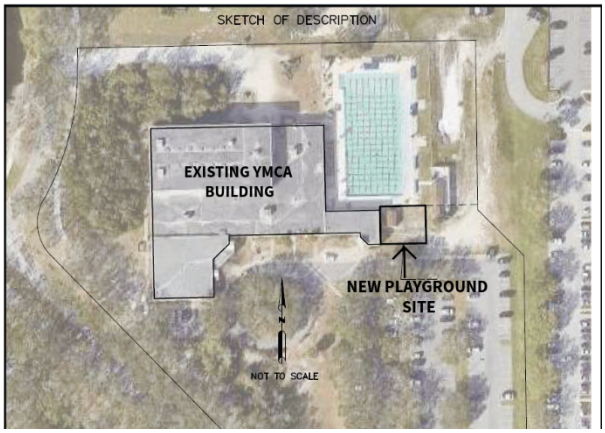
GOAL: 3 - Quality of Life

RECOMMENDED MOTION: Move to approve Resolution No. 26-34 and authorize the Mayor and City Clerk to execute the associated documents.

SUMMARY: The Volusia Flagler Family YMCA is requesting a grant from ECHO to fund a portion of the construction of a new ADA playground, a shade structure, and fencing to enclose the playground area. The new ADA playground will include features for all ages and is designed to help children of all abilities learn and grow through play. The playground will be available for siblings, relatives, and friends who visit the Port Orange YMCA during normal operating hours.

The estimated cost for these improvements is $200,000, and the YMCA is requesting a $100,000 grant.

As the property owner, the City is required to sign the application and commit to the 20-year Restrictive Covenants on the property if a grant is awarded. ECHO restrictive covenants are legally binding agreements attached to properties that receive ECHO grant funding. They mandate that funded facilities must provide unrestricted public access, be properly maintained, and be used solely for their approved purpose. The YMCA will be responsible for the matching amount of $100,000 and all costs for keeping the site compliant with the ECHO grant. If the YMCA were to leave the site before the expiration of the 20-year Restrictive Covenants, the City would be required to maintain the site and equipment pursuant to the terms and conditions of the Restrictive Covenants for the remainder of the 20-year term.



PRESENTER: Susan Lovallo

ATTACHMENTS:

1.	Resolution No. 26-34	Resolution No. 26-34 .pdf
2.	Restrictive Covenants - REVISED	Restrictive Covenants - REVISED.pdf
3.	FINAL ECHO Grant Application	FINAL ECHO Grant Application.pdf
4.	Maintenance-and-Operations-Certification-and-Compliance	Maintenance-and-Operations-Certification-and-Compliance.pdf

Jennifer Cox	Created/Initiated - 05/28/2026
Susan Lovallo	Approved - 05/28/2026
Sue Wang	Approved - 05/29/2026
Matthew Jones	Approved - 06/05/2026
Wayne Clark	Final Approval - 06/08/2026

RESOLUTION NO. 26-34

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AUTHORIZING THE YMCA'S SUBMISSION OF AN APPLICATION FOR FINANCIAL ASSISTANCE TO VOLUSIA COUNTY, VOLUSIA ECHO GRANT PROGRAM FOR A NEW ADA PLAYGROUND, SHADE STRUCTURE AND FENCING TO ENCLOSE THE PLAYGROUND AREA AT THE PORT ORANGE YMCA; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL DOCUMENTS NECESSARY FOR THE YMCA'S APPLICATION SUBMITTAL; AUTHORIZING THE CITY MANAGER TO EXECUTE THE RESTRICTIVE COVENANTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Volusia Flagler Family Young Christian Men's Association, Inc. ("YMCA") is committed to strengthening the community by empowering young people, improving the health and well-being of people of all ages in the community; and

WHEREAS, the City of Port Orange as the real property owner of the Port Orange Family YMCA location desires to support the YMCA's efforts in improving the quality of life for residents through health, wellness, and recreation opportunities; and

WHEREAS, the County of Volusia provides financial assistance under the Volusia ECHO Grant Program for the encouragement of Environmental, Cultural, Historic, and Outdoor projects that benefit Volusia County; and

WHEREAS, the YMCA is proposing construction of a new ADA playground, a shade structure and fencing to enclose the playground area at the Port Orange Family YMCA location; and

WHEREAS, the City Council of the City of Port Orange desires to authorize the submission of the YMCA's application for financial assistance to the County of Volusia under the Volusia ECHO Grant Program for an amount up to $100,000.00 for the

construction of a new ADA playground, a shade structure and fencing to enclose the playground area at the Port Orange Family YMCA location.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA:

Section 1. The foregoing recitals are true and correct and are incorporated herein as if fully set forth herein by this reference.

Section 2. The City Council of the City of Port Orange hereby supports and approves the submission of the YMCA's Grant Application for the construction of a new ADA playground, a shade structure, and fencing to enclose the playground area at the Port Orange Family YMCA location for an amount up to $100,000.00 and acknowledges the requirement of the Restrictive Covenants that will apply to the portion of the Port Orange Family YMCA location with the above-referenced improvements.

Section 3. The City Manager is hereby authorized to execute any documents and contracts related to the grant application that is required by ECHO for said grant.

Section 4. If the YMCA is awarded the ECHO grant, the City Manager is hereby authorized to execute the Restrictive Covenants.

Section 5. 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

8.4 Restrictive Covenants

Prepared by and return to:
[NAME]
County of Volusia
Legal Department
123 West Indiana Avenue
DeLand, Florida 32720

ECHO GRANT RESTRICTIVE COVENANTS AND LIEN

THESE ECHO GRANT RESTRICTIVE COVENANTS AND LIEN are entered into this [DATE] day of [MONTH] 20 [YEAR], by [COMPLETE LEGAL NAME], with its principal place of business at [STREET ADDRESS] (hereinafter referred to as "Grant Recipient" or "Owner") and shall be effective for a period of **[insert years from guidelines]** years from the date of recordation in the Office of the Clerk of the Circuit Court of Volusia County, Florida.

WHEREAS, the Owner is the fee simple titleholder of the Property located at **[Project Street Address, Project City]**, Volusia County, Florida, (hereinafter the "Property") as more particularly described in the legal description of Exhibit A, attached to and made a part hereof; and

WHEREAS, the **Grant Recipient** is to receive funds from the ECHO Grant Program administered by the County of Volusia, with its administrative offices located at 123 W. Indiana Avenue, DeLand, Florida 32720, (hereinafter referred to as the "County"), in the amount of $ **(Grant Award Amount)**, to be used for the construction or improvement as specifically described in the ECHO Grant Application and its attached documents for public use on the Property; and

WHEREAS, said County ECHO Program funds have been or will be expended for the purpose of acquisition, restoration, construction, and improvement of environmental, cultural, historic, and outdoor recreation projects for the public's use throughout Volusia County.

NOW THEREFORE, as part of the consideration for the ECHO Grant, the Grant Recipient hereby makes and declares the following restrictive covenants which shall run with the title to said Property and be binding on the Grant Recipient as owner of the Property and, if any, its heirs, successors in title, legal representatives and assigns, for the period stated in the preamble above:

1. The Grant Recipient grants to the County a security interest in the Property in the amount of $ **[Grant Amount]**, for the period stated in the recitals above.

2. The Grant Recipient agrees to maintain the Property as an ECHO facility as defined in the ECHO Application and as described in ECHO Application [App Number], including, but not limited to, maintaining the facility, maintaining public access for the covenant period, complying with applicable laws, including the Americans with Disabilities Act, and complying with monitoring requirements.

3. The Grant Recipient agrees that the County, its agents and its designees shall have the right to enter upon and inspect the Property at all reasonable times in order to ascertain whether the conditions of the Grant Award Agreement and these covenants are being observed.

4. For historic projects, the Grant Recipient agrees to maintain the Property in accordance with good preservation practices and in compliance with the Secretary of the Interior's Standards for Rehabilitation.

5. To ensure the ability to repay the Grant Amount, the Grant Recipient agrees to maintain unencumbered equitable value in the Property of least the Grant Amount during the Restrictive Covenant Period. The Grant Recipient shall not mortgage or otherwise hypothecate the equitable value of the Property in excess of the Grant Amount.

6. The Grant Recipient agrees that these restrictions shall encumber the Property for a period of **[insert years]** years from the date of recordation with the Clerk of Court, and that if a restriction is violated during the Restrictive Covenant period, the County shall be entitled to liquidated damages pursuant to the following schedule:

a. If any a violation occurs or begins to occur within the first half of the Restrictive Covenant period, the County shall be entitled to return of the entire grant amount;

b. If the violation occurs within the second half of the Restrictive Covenant period, the County shall be entitled to a prorated return of the grant amount calculated using the following equation: the entire grant amount less the quotient of two (2) divided by the number of years (partial years shall count as a full year) in the Restrictive Covenant period that are in excess of half of the Restrictive Covenant period (Liquidated damages = Grant Amount – (2/Total Years of Restrictive Covenant period x years past the midpoint x Grant Amount)

7. If the Grant Recipient violates any part of these Restrictive Covenants or the Grant Award Agreement dated _____, then the Grant Recipient will be in default and the County shall have the right to exercise any of the following rights:

a. The County will have the right to declare the liquidated damages described in paragraph 5, plus interest at the statutory rate from the time of the Grant Recipient's receipt of the grant funds, to be immediately due and payable without notice or demand on the Grant Recipient, which notice or demand are hereby expressly waived by the Grant Recipient, and upon the making of any such declaration, the entire amount shall become immediately due and payable;

b. The County may enforce its security interest in the Property to collect the entire amount described in paragraph 6a. through foreclosure proceedings or any other manner allowed by law;

c. All cash proceeds received by the County in respect of any sale of, collection from, or other realization upon all or any part of the Property and all payments made in respect of the Property and received by the County may, in the discretion of the County, be held by the County as collateral for the security interest plus interest, costs and fees, or may be applied (after payment to the County of the reasonable expenses, including attorneys' fees and legal expenses, incurred by the County in retaking, foreclosing, collecting, selling, or disposing of the Property) at any time in whole or part by the County against all or any part of Grant Recipient's obligations in such order as the County shall elect. Any surplus of such payments held by the County and remaining after payment in full of all of the obligations shall be paid over to the Grant Recipient or to whomsoever may be lawfully entitled to receive such surplus. If there is a deficit after sale of the Property, the Grant Recipient shall remain liable for any obligations remaining unpaid.

8. The County acknowledges and agrees that any liens or lien rights it may have or it may be entitled to in the Property owned by the Grant Recipient are and shall be subordinate to the lien rights of any and all lienholders whose liens were recorded before this document's date of recordation. Under no circumstance shall the County's liens or lien rights be subordinated to any lienholders other than those whose liens were recorded before this document's date of recordation.

9. The Grant Recipient agrees that the Department shall incur no tax liability as a result of these restrictive covenants.

IN WITNESS WHEREOF, the Grant Recipient has read, understood, and voluntarily consents these Restrictive Covenants and has hereto affixed their signature.

WITNESSES:

Witness Signature	GRANT RECIPIENT Signature
Witness Name Typed/Printed	Grant Recipient Name and Title Typed/Printed
Witness Address	Grant Recipient Address
City State Zip	City State Zip
Witness Signature	OWNER Signature
Witness Name Typed/Printed	Owner Name and Title Typed/Printed
Witness Address	Owner Address
City State Zip	City State Zip

The 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 Type of Authority, e.g., Officer)**
for _____. **(Name of Corporation/Partnership)**

Personally Known OR Produced Identification
Type of Identification Produced_____

_____
Notary Public Signature – State of Florida

_____
Print, Type, or Stamp Commissioned Name of Notary Seal

EXHIBIT A

LEGAL DESCRIPTION

2026 GRANTS-IN-AID APPLICATION

DRAFT

APPLICANT INFORMATION

1. Applicant (Legal name of organization): Volusia Flagler Family Young Christian Men's Association

2. Address (mailing): 800 West Plymouth Avenue
   City: Deland
   State: Florida
   Zip Code: 32720

3. Type of Organization:
   ☐ Government ☒ Not-for-Profit Corporation classified as a 501(c) (3)

4. Federal ID #: 59-3284968

5. Florida Not-for-Profit #: CH18219

6. County Council District of Project: https://www.volusia.org/government/county-council/districts-map.stml
   ☐ 1 ☒ 2 ☐ 3 ☐ 4 ☐ 5

7. Is the project in a Community Redevelopment District (CRA)? ☐ Yes ☒ No

8. Contact Person:
   Monica Ericson Simmons
   Director of Development
   918-231-6672
   mericsonsimmons@vfymca.org

9. Additional Contact Person:
   Chris Seilkop
   Chief Executive Officer
   386-801-0352
   cseilkop@vfymca.org

10. Provide the Mission Statement for your organization:
    The mission of the Volusia Flagler Young Men's Christian Association, Inc. is to put Christian principles into practice through programs that build a healthy spirit, mind, and body for all.

PROJECT INFORMATION

11. Project Title: Port Orange Family YMCA Playground Project

    Project Location Address: 4701 City Center Parkway, Port Orange, FL 32129

12. Type of Project – Select one:
    ☐ Acquisition ☐ Restoration ☐ Construction ☒ Improvement

13. ECHO Category – Select one (ECHO Guidebook p. 4):
    ☐ Environmental ☐ Cultural ☐ Historic ☒ Outdoor Recreation

14. The Project Site of Facility is – Select one (ECHO Guidebook p. 7)
    ☐ Owned by Applicant ☒ Leased by Applicant (length of lease): 25 years

    ☐ Land/Project Management Agreement (length of agreement):

DRAFT

15. Is the Project Site/Facility mortgaged, or will it be? ☐ Yes ☒ No

FUNDING REQUEST

16. Project Funding (Grant Request Amount and Match Amount)

    a. Grant Request (up to $2,500,000) $ 100,000

    b. Confirmed Match Funds (1:1) $ 100,000

    c. Total Project Cost (ECHO + Match) $ 200,000

17. Mandatory Workshop was attended by: Monica Ericson Simmons & Jon Benezette

    Date of Workshop: April 23, 2026

PROJECT DESCRIPTION

18. Describe the project and explain how it will achieve the goals of Resolution 2020-79 to plan for future growth of Volusia County and enhance the quality of life for its residents (ECHO Guidebook p. 3):

    The Volusia Flagler Family YMCA is a leading nonprofit committed to strengthening the community by empowering young people, improving the health and well-being of people of all ages, and inspiriting action in and across communities.

    The Volusia Flagler Family YMCA is made up of Camp Winona, DeLand Family YMCA, Deltona Family YMCA, Holly Hill Family YMCA, Ormond Beach Family YMCA, Port Orange Family YMCA, and Southeast Volusia Family YMCA. All programs and activities of the YMCA are designed to build a healthy spirit, mind, and body for all residents of Volusia County. Each improvement and addition to our programs and facilities is specifically designed to meet critical needs in the community by connecting families, improving health, and impacting youth.

    The Port Orange Family YMCA is designed to meet the needs of the community by offering swimming and exercise needs for all age groups as well as a variety of other programs and services.

    All services of the Volusia Flagler Family YMCA Association are available to the public. Anyone can enjoy the YMCA whether it be through membership, by using a daily pass, or by enrolling in specific programs or activities. No one is turned away from the Volusia Flagler Family YMCA for financial reasons. In 2025, the Volusia Flagler Family YMCA gave $221,741.00 in financial assistance, $23,026.97 of which was distributed to Port Orange community members.

    The Volusia Flagler Family YMCA is requesting ECHO funding for construction of a new ADA playground, a shade structure and fencing to enclose the playground area. These amenities will be available for public use during YMCA operating hours, and will enhance the quality of life for its residents by providing outdoor recreational opportunities. The new ADA playground will include features for all ages and are designed to help children of all abilities learn and grow through play. The playground will be available for siblings, relatives, and friends who come with the Port Orange YMCA.

19. Describe the project and construction timeline:

    Following grant approval, we will acquire temporary signage announcing the project and plan to have it in place by October 1, 2026. We anticipate construction beginning in January 2027 and completed by June 2027. Once construction is complete, temporary signage will be replaced with a permanent signage.

DRAFT

20. How does the project design incorporate green infrastructure or nature-based solutions and meet sustainability standards (Green Building Standards | US EPA)?

    The playground at the Port Orange Family YMCA is an outdoor project and naturally incorporates green and sustainable elements. There will be no significant impact on the natural resources and the construction will not require removing trees or plants.

    The ADA compliant surface under the play equipment is made of artificial turf with padding, meeting industry safety standards.

    The artificial turf under the playground equipment not require fertilizer to maintain it. Fertilizers are known to contribute to greenhouse gas levels, cause issues with aquatic life, reduce soil fertility and attract pests. Further, chemical-based fertilizers can be harmful to children and animals and should be used with caution on lawns and gardens that are easily accessed by kids and pets.

21. How will the project conserve water and/or promote water efficiency?

    The artificial turf under the playground equipment is eco-friendly as it will not require the use of water to maintain the surface.

22. How will the project conserve water and energy consumption?

    The playground will be constructed on artificial turf and will not require watering or lawn services which will conserve water and energy consumption in this outdoor area of the facility.

23. What green building standards, certifications, or best practices will guide the design and construction of this project?

    This specific project does not include any additional green building standards or certifications.

24. Will the project comply with the ADA accessibility requirements (Americans with Disabilities Act of 1990, As Amended | ADA.gov)? ☒ Yes ☐ No

25. Describe the ADA components of the project:

    The surface under the play equipment will be covered with artificial turf with a cushion pad underneath for safety and is ADA compliant.

    The playground will include a transfer station which complies with ADA requirements making the project accessible to those with varying abilities.

26. If applicable, describe any additional phases:

    Currently, there are no additional phases to the Port Orange Family YMCA Playground Project

PROJECT TEAM

27. Identify the project manager and budget officer for this project, including their name, role, phone number, email address, and a brief description of their experience managing projects and budgets of similar scope and complexity. You may also list any additional staff dedicated to the project by name and role:

    Chris Seilkop, Chief Executive Officer
    Volusia Flager Family YMCA

DRAFT

386-801-0352
cseilkop@vfymca.org

Chris Seilkop has 29 years of experience with the YMCA, with the last 10 years serving as the Chief Executive Officer (CEO). He spent 19 years with the Volusia Flagler YMCA and then 7 years at the YMCA in Victoria, Texas before returning to Volusia County. He has renovated/built four (4) YMCA facilities with a construction value of over $16 million. Chris holds a degree in Political Science from the University of Central Florida and earned his Master of Business Administration (MBA) in 2022 from Keller School of Management.

Dave Shaw, Chief Financial Officer
Volusia Flagler Family YMCA
386-490-9801
dshaw@vfymca.org

David Shaw holds a Master of Business Administration (MBA) degree from Stetson University. He has more than 40 years of experience in finance and accounting, with 35 years employed in nonprofit accounting management in Central Florida. He was the CFO for this association for seven years in the 2000s and returned to this position in 2021. During both periods of employment here, David has managed grant reports and reimbursements for several ECHO grant projects.

Armin Babazadeh, President, Board of Directors
Volusia Flagler Family YMCA
646-334-4648
ababazadeh@foundationrp.com

Armin Babazadeh currently serves as Vice President of Mergers & Acquisitions at a national insurance brokerage. In this role, he oversees a broad range of responsibilities including deal sourcing, financial analysis, strategic planning and execution, negotiations, and team leadership. Armin holds a Juris Doctor from Cardozo School of Law, where he founded and led several student organizations. He also earned a Master's degree in Accounting from the University of Tampa and a Bachelor's degree in Accounting from the University of South Florida. In addition to his professional work, Armin is deeply committed to community service and serves as the Association Board Chair for the Volusia/Flagler YMCA.

Paul Pomfret, Association Facilities Director
Volusia Flagler Family YMCA
386-689-2837
ppomfret@vfymca.org

Paul Pomfret serves as the Association Facilities Director and has been a valued member of the YMCA team for eight years. In his role, he oversees the maintenance and operations of six YMCA facilities and a resident camp, managing projects of all sizes and scopes. Paul played a key role in the successful completion of the 2024 ECHO-funded playground and soccer field improvements in Deltona, demonstrating his expertise in project planning, implementation, and community-focused facility development.

PERFORMANCE MEASURES

28. Describe the project's goals and objectives, including what the project aims to achieve and how the outcomes will benefit the public:

DRAFT

The goals and objectives of the new Port Orange Family YMCA playground are as follows:

- Goal 1: Attract more children in Port Orange and the surrounding area to active outdoor recreation and play
  - Objective 1A:
    - Provide a safe environment for children to play
  - Objective 1B:
    - Advertise to the community that a new and modern playground is available to children and families in the community

- Goal 2: Increase the hours of outdoor play for the children who participate in programs at the Port Orange Family YMCA.
  - Objective 2A:
    - Install modern safe play equipment
  - Objective 2B:
    - Add more outdoor playtime into our program curriculum.

- Goal 3: Improve the mental and physical health of children through free and organized play
  - Objective 3A:
    - Provide a safe environment for children to play
  - Objective 3B:
    - Incorporate more play into children's programs at Port Orange Family YMCA

- Goal 4: Make physical activity and a healthy lifestyle part of their life as children grow into adulthood.
  - Objective 4A:
    - Provide a safe environment for children to play
  - Objective 4B:
    - Incorporate more play into children's programs at Port Orange Family YMCA

29. Elaborate on how these goals and objectives will be measured over the length of the restrictive covenant period:

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<u>BUDGET INFORMATION</u>

Applicants will use Budget Detail Chart to create budget once application is complete. Budgets must be accurate and realistic, as projects will be held to the funding amount approved at the time of application submittal.

30. The budget should be presented by each type of funding.
    a. UC = Unencumbered Cash
    b. LM = Land Match
    c. IK = In-kind
    d. PSC = Previously Spent Cash

    We acknowledge and agree to this requirement. ☒ Yes ☐ No

31. The budget must include temporary and permanent ECHO signage.

    We acknowledge and agree to this requirement. ☒ Yes ☐ No

Note: Signs may not be funded with ECHO funding.

BUDGET DETAIL CHART Construction Phase Expenditures Add rows as needed	UC +	LM +	IN-KIND +	PSC	= MATCH	ECHO	TOTAL
General Requirements:	100,000.00					100,000.00	200,000.00
Mobilization, Waste Collection, etc.							
Contractor Fees							
Professional Services:							
Consultant Services							
Construction:							
Earthwork/Excavation							
Concrete, Stucco, Paving							
Wiring, Smoke Detectors,							
Plumbing							
HVAC							
Landscaping							
Specialties	94,000					100,000	194,000
Playground Equipment							
Picnic tables, grilles							
Signage:	6,000.00						6,000.00
Educational Signage							
ECHO Temp Sign							
ECHO Permanent Sign							
PROJECT TOTALS	100,000					100,000	200,000

Line items should be made to match your project (examples are Equipment, Metals, Finishes, Wood, and Plastic, Thermal, Plumbing). Budgeted match amounts should be placed in the corresponding description column (Unencumbered Cash, Land Match, In-kind Services/Items or Previously Spent Cash). Requests amounts should be comprised of all line items and entered in the detail category heading.

MATCH DOCUMENTATION

All required match documentation must be included in the application as outlined in the ECHO Guidebook pp. 9-10. Acceptable documentation may include invoices, cancelled checks or bank statements, and other supporting materials appropriate to the match category being claimed.

32. We acknowledge and agree to this requirement. ☒ Yes ☐ No

RESTRICTIVE COVENANTS

33. We acknowledge and agree to comply with the requirement to file a Restrictive Covenant with the Volusia County Clerk of Court if an ECHO Grant is awarded.
    ☒ Yes ☐ No

    △ If the project of the application is mortgaged or leased property, other than those applying for trails in the County Master Plan or projects on land not owned by the applicant, a letter from the Mortgagee or Lessor, stating that they agree to sign the Restrictive Covenants must be provided with the application.

    △ Applicants with projects on State or Federal owned lands are automatically exempt from this requirement but are held to the same liquidated damages cited within the Restrictive Covenants through language found in the final ECHO agreement for which the grantee is held responsible. A letter from the owner is required to acknowledge the restrictive covenants.

OPERATING FORECAST DETAIL AND BUSINESS PLAN

A Business Plan specific to this project and Volusia County must be submitted with your final application (ECHO Guidebook p. 14). In addition, the following questions must be answered directly within the application.

34. How will the facility or site be operated once the project is complete? Describe the operational model, including hours of operation, staffing approach, fee and management structure.

    The staff of the Port Orange Family YMCA will continue to operate the facility and manage the day-to-day operations and programming. Maintenance will be managed by the Volusia Flagler Family YMCA's (VFYMCA) maintenance department. The VFYMCA's maintenance department is better equipped to handle the needs of this large complex than that of the Port Orange branch. The VFYMCA is committed to focusing on developing the potential of youth, improving individual health and well-being, and giving back to and supporting communities through participation which brings about meaningful change in oneself and the community. To achieve that commitment, the VFYMCA provides staff, maintenance, supervision, and administrative staff.

    The VFYMCA annual budget includes the operational expenses for the playground and is maintained by VFYMCA staff and no additional costs will be incurred for this project. The maintenance assignments for the new project will be distributed to existing staff to cover the new amenities for the park in the maintenance schedule.

    The new playground will be used by children in the daycare program and after school program and the day camp program in the summer months, satisfying its outdoor recreation component.

35. What are the expected annual operating costs for this project once completed and how will they be funded? Complete Table A.

TABLE A – ANNUAL OPERATING COSTS

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Instructions: Complete this table with your best estimates of annual operating costs once the project is fully operational. All costs should be expressed in current dollars. Add rows as needed for additional cost categories.

Cost Category	Annual Cost Estimate	Notes/Assumptions
Personnel Costs		
Salaries and wages	$908,074	
Benefits (health, retirement, etc.)	$50,473	
Contract/seasonal staff	$49,571	
Facility Operations		
Utilities (electric, water, sewer, gas)	$426,598	
Telephone/internet	$12,387	
Janitorial/cleaning services	$	
Security services	$	
Waste removal	$	
Maintenance		
Routine maintenance and repairs	$	
Grounds/landscape maintenance	$	
Equipment maintenance	$19,112	
HVAC/mechanical systems	$	
Insurance		
Property insurance	$64,891	
Liability insurance	$	
Workers' compensation	$	
Administrative		
Office supplies and materials	$275	
Marketing and promotion	$	
Professional services (legal, accounting)	$	
Programming (if applicable)		
Program supplies and materials	$175,037	
Instructor/performer fees	$	
Capital Reserve Contribution		
Annual contribution to capital reserve fund	$	
Other (specify)		
	$3,800	

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	$76,783	
	$700	
	$22,895	
	$31,558	
	$304,791	
	$	
	$	
	$	
	$	
TOTAL ANNUAL OPERATING COSTS	$2,146,946	

36. Identify all anticipated revenue sources and their estimated contributions. Complete Table B.

TABLE B – REVENUE SOURCES

Instructions: List all anticipated revenue sources that will fund annual operations. Revenue sources should cover or exceed the Total Annual Operating Costs from Table A.

Revenue Source	Annual Amount	% of Total	Status
Earned Revenue			
Admission/entry fees	$	%	☐ Committed ☐ Projected
Program/class fees	$665,132	100%	☐ Committed ☒ Projected
Rental income	$	%	☐ Committed ☐ Projected
Merchandise/concession sales	$5,994	100%	☐ Committed ☒ Projected
Membership dues	$1,262,407	94%	☒ Committed ☐ Projected
Event revenue	$5,000	100%	☐ Committed ☒ Projected
Contributed Revenue			
Individual donations	$60,000	100%	☐ Committed ☒ Projected
Corporate/business sponsorships	$	%	☐ Committed ☐ Projected
Foundation grants	$	%	☐ Committed ☐ Projected
Fundraising events	$	%	☐ Committed ☐ Projected

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Government Support			
Municipal general fund allocation	$	%	☐ Committed ☐ Projected
County funding	$	%	☐ Committed ☐ Projected
State grants	$71,246	%	☐ Committed ☒ Projected
Federal grants	$	%	☐ Committed ☐ Projected
Other Sources			
Endowment/investment income	$	%	☐ Committed ☐ Projected
In-kind contributions (value)	$	%	☐ Committed ☐ Projected
Other (specify):	$	%	☐ Committed ☐ Projected
	$	%	☐ Committed ☐ Projected
	$	%	☐ Committed ☐ Projected
	$	%	☐ Committed ☐ Projected
	$	%	☐ Committed ☐ Projected
	$	%	☐ Committed ☐ Projected
TOTAL ANNUAL REVENUE	$2,069,779	100%	

37. What is your long-term plan for capital replacements, repairs, and/or maintenance over the restrictive covenant period? Complete Table C.

TABLE C – LONG-TERM CAPITAL REPLACEMENT PLAN

Instructions: This table documents your commitment to maintaining the ECHO-funded project throughout the restrictive covenant period. List all major project components and anticipated replacement timing. This schedule will be referenced during compliance monitoring.

Project Component	Estimated Replacement Year	Estimated Replacement Cost	Industry Standard Reference
Primary Structure			
		$	
		$	

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		$	
		$	
Mechanical Systems			
		$	
		$	
		$	
		$	
Site Improvements			
		$	
		$	
		$	
		$	
		$	
		$	
Interior Finishes			
		$	
		$	
		$	
Equipment			
Specialized equipment (specify):		$	
		$	
		$	
		$	
Other Components			
Artificial Turf	**15 years**	**$30,000-$35,000**	**Warranty of 15 years**
Shade Structure	**10 years**	**$12,000-$18,000**	**Warranty of 10 years**
Play Equipment	**15 years**	**$10,000-$25,000**	**Warranty of 15 years**
Chain Link Fence w/gates	**15-20 years**	**$5,000-$10,000**	**Warranty of 15-30 years**
		$	
		$	
		$	
		$	
		$	
		$	

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Common Industry Standard References:

ASHRAE (American Society of Heating, Refrigerating and Air-Conditioning Engineers) – HVAC systems

- Home | ashrae.org

NRCA (National Roofing Contractors Association) – Roofing systems

- National Roofing Contractors Association Home - NRCA

Marshall & Swift/Boeckh – Building component life expectancy

- Marshall & Swift | The Gold Standard in Property Valuation

RS Means from Gordian – Construction cost data and building life cycles

- Gordian | Building Intelligence Solutions Fueled by Insights, Technology and Expertise

ASTM International – Material standards and testing

- ASTM International | ASTM

Manufacturer warranties and specifications

38. How do you plan to fund major replacements or repairs over the restrictive covenant period?

    The VFYMCA annual budget includes the operational expenses for the playground and funds are allocated for replacement or repair of equipment, turf, shade structures and fencing.

39. Please confirm your commitment to maintaining and replacing all necessary project components for the full restrictive covenant period by Completing the Maintenance and Operations Certification and Compliance Form.

Maintenance and Operations Certification and Compliance Form

Instructions: This certification documents your formal commitment to the long-term maintenance and operations of the ECHO-funded project and confirms compliance with applicable laws and grant conditions. This certification will be incorporated into the grant agreement and restrictive covenant.

By signing below, the Applicant and/or Owner certifies and agrees to the following:

1. The Applicant and/or Owner commits to maintaining, repairing, and replacing all project components funded by this ECHO grant for the full restrictive covenant period.
2. The Applicant and/or Owner has reviewed the 20-Year Maintenance Schedule (Table C) and affirms that the projected capital replacement costs and funding sources are realistic and achievable.
3. The Applicant and/or Owner understands that failure to maintain the project in accordance with ECHO program requirements may result in enforcement action, including potential repayment of grant funds as specified in the grant agreement and restrictive covenant.
4. The Applicant and/or Owner agree to notify ECHO staff promptly if circumstances arise that may affect the organization's ability to fulfill this sustainability commitment.
5. The Applicant and/or Owner acknowledges that this certification will be incorporated by reference into the grant agreement and restrictive covenant.
6. The Applicant and/or Owner certifies that all information contained within this application and subsequent attachments is true and correct to the best of my/our knowledge, that the project shall be in compliance with the Americans with Disabilities Act of 1990, and that should a grant be awarded, the organization agrees to comply with the conditions of the grant award agreement including the Restrictive Covenants.

Organization Name:	**Volusia Flagler Family Young Men's Christian Association**
Project Name:	**Port Orange Family YMCA Playground Project**
ECHO Grant Amount Requested:	**$100,000**

CERTIFICATION:

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☒ Yes, I certify and agree to all commitments and compliance statements stated above.

☐ No, I am unable to make this certification. (Explain below)

If no, explain:

Grantee Authorized Signature: _____

Owner Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____

40. Do you anticipate any difficulties in maintaining this project for the compliance period?
☐ Yes ☒ No
If yes, describe the challenges and your mitigation strategies.

Operating Forecast: Category-Specific Questions:
Note: Answer the question below that corresponds with your project category.

E - What partnerships or technical assistance will support ongoing environmental stewardship of this project?

Describe the environmental management practices that will be employed to maintain this project.

C - How will this project contribute to Volusia County's cultural tourism economy?

Describe the programming schedule anticipated for this project, including types of events, frequency, and expected attendance.

H - What preservation maintenance protocols will be followed to protect the historic integrity of this project?

Identify any specialized expertise or partnerships for ongoing historic preservation maintenance.

O – Describe the anticipated usage patterns for this project, including peak seasons, days, and hours.

The Port Orange Family YMCA currently serves 8,148 members, including 331 family memberships with one or more children. The facility is open Monday through Thursday from 5:00 a.m.-8:00 p.m., Friday from 5:00 a.m.-7:00 p.m., and Saturday from 8:00 a.m.-2:00 p.m. Members utilize the YMCA for individual fitness, group exercise classes, organized sports, swimming, child care, and after-school programs. Camps are also offered during spring and winter breaks, as well as throughout the summer from June through August.

During the school year, the after-school program serves 75–100 children daily, with attendance increasing to as many as 150 children per day during summer camps. Most of these children use the playground equipment at some point during their time at the YMCA.

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What safety inspection and maintenance protocols will be implemented?

The City of Port Orange inspects the entire facility once per quarter with fire inspections conducted annually. Weekly site inspections are conduction by the staff of the facility.

Not-for-profit applicants:

41. Does your organization have a capital reserve fund or endowment? ☒ Yes ☐ No
    If yes, what is the current balance and what % is designated for this project?

    Our current capital reserve fund balance is $196,552.33. Almost 51% ($100,000) of this balance is designated for this project.

42. Describe your board's role in overseeing facility operations and long-term sustainability planning:

    The Volusia Flagler Family YMCA Association Board consists of 27 members who actively review and approve the annual budgets for all seven YMCA facilities to ensure long-term sustainability.

    The Port Orange Family YMCA is supported by a 12-member Advisory Board, including two members who also serve on the Association Board. Several members of the Advisory Board also serve on the Facilities Committee, which conducts monthly tours and inspections of the facility to support long-term planning and maintenance needs.

43. Has your organization successfully operated a facility of similar scope and complexity?
    ☒ Yes ☐ No
    If yes, provide an example and status.

    The Volusia Flagler Family YMCA Association has extensive experience operating facilities of similar scope and complexity. The Association currently operates six YMCA branches throughout the area as well as a resident camp facility, providing a wide range of programs and services for youth, families, and individuals. These facilities require comprehensive oversight in areas such as operations, staffing, budgeting, maintenance, programming, and long-term planning.

    If no, explain what relevant experience or capacity the organization does bring.

44. If operating costs exceed projections, what is your contingency plan?

    Operating costs do not exceed projections.

45. Does your organization have succession planning for key staff positions responsible for this project?

    If Chris Seilkop, the current CEO, leaves his position, current COO Katie Lyle will serve as interim CEO until the Association Board of Directors appoints a new CEO.

    If Dave Shaw, the current CFO, leaves his position, current Comptroller Tiffany Cibin will serve as interim CFO until a new CFO is hired.

FEASIBILITY STUDY

A Feasibility Study specific to this project and Volusia County must be submitted with your final application (ECHO Guidebook p. 14). In addition, the following questions must be answered directly within the application.

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46. Have you conducted any public engagement to support or inform this project?
☐ Yes ☒ No
If yes, briefly describe what was done and summarize key findings.

47. How will this project provide quality of life benefits to Volusia County residents?

The new playground area at the Port Orange Family YMCA will provide quality of life benefits to Volusia County residents who visit the Y by providing a safe, inclusive, and developmentally appropriate outdoor play space for their family. The new playground will support the physical, social, and emotional development of children by encouraging active play, creativity, and peer interaction.

48. What existing facilities or resources in Volusia County serve a similar purpose to this project and how does the project address a gap or enhance existing resources?

Volusia County offers a variety of parks, school playgrounds, and community recreation facilities that provide opportunities for outdoor play.

The proposed playground at the Port Orange Family YMCA enhances existing resources by providing a secure, centrally located play area that is integrated into a broader framework of youth development programs, including after-school care and summer camps. Unlike many public playgrounds, the YMCA environment offers consistent supervision, intentional programming, and access to additional health, wellness, and enrichment services. This project adds a component to the Port Orange YMCA that has been absent for over a year as the old playground equipment was deemed unsafe. It also helps address gaps in accessible, year-round, supervised play opportunities while strengthening the network of family and youth services already available in Volusia County.

49. Identify all permits, approvals, or regulatory requirements applicable to this project and the status of each:

- Site survey and legal description – completed 5/22/26
- Permit for shade structure – will apply for permit once grant has been awarded
- Permit for fencing – will apply for permit once grant has been awarded
- All additional required local permits will be obtained after grant is awarded

50. What construction or implementation risks have you identified, and how will they be mitigated?

We have not identified any construction or implementation risks for this project. It will be constructed in an area that is currently an open space that is not utilized.

51. Is this project scalable if funding is reduced? ☒ Yes ☐ No
If yes, describe the minimum viable project scope:

If full funding is not secured, the project may be modified in the following ways:

- reduce the land area in which it will reside, thus reducing the amount of fencing needed
- replace artificial turf with mulch
- install a smaller play structure
- reduce the size of the shade structure

<u>Feasibility Study: Category-Specific Questions:</u>
Note: Answer the question below that corresponds with your project category.

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E – How many residents will have improved access to environmental resources or education because of this project and how the estimate was determined?

What measurable environmental outcomes will this project achieve?

C – What is the projected annual attendance or participation at this facility once operational? Provide basis for estimate:

How will this project increase access to cultural experiences for underserved populations?

H – What is the historical significance of this resource, and what would be the consequences of not undertaking this project?

How will this project enhance heritage tourism or educational opportunities in Volusia County?

O – What is the projected annual usage of this facility?

The Port Orange Family YMCA is projected to see 6,290 members utilize the facility in 2026. This projection is based on the net monthly average attendance as well as the average member usage since May 2025.

How does this project address identified recreation needs in Volusia County?

This project will offer additional recreation for residents of Volusia County by adding a playground offering accessible, year-round, supervised play opportunities while strengthening the network of family and youth services already available in Volusia County.

Not-for-profit applicants:

52. How long has your organization been in operation?

The Port Orange Family YMCA has served the community for 36 years and is part of the YMCA organization, which has been in operation for more than 180 years.

53. How will your organization manage this financial commitment without compromising existing programs and services?

The VFYMCA annual budget includes operational expenses for the playground, with funding managed by VFYMCA staff to ensure continued support without impacting existing programs and services.

Acquisition Projects

54. Has an independent appraisal been completed for this property? ☐ Yes ☒ No
If yes, provide date and appraised value.

55. What is the timeline for making this acquisition available for public benefit after purchase?

56. Are there any encumbrances, easements, or restrictions on this property that could affect ECHO-eligible use? ☐ Yes ☒ No If yes, describe:

57. Has an environmental assessment (Phase I or Phase II) been completed? ☐ Yes ☒ No

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If yes, summarize which phase and findings:

MARKETING PLAN

A Marketing Plan specific to this project and Volusia County must be submitted with your final application (ECHO Guidebook p. 14). In addition, the following comprehensive checklist and questions must be answered directly within the application.

58. Please confirm your commitment to the following requirements:

Signage, Recognition & Outreach Requirements	Yes	No
Will you display ECHO temporary construction signage during project implementation and meet specifications per the ECHO Guidebook?	☒	☐
Will you install ECHO permanent recognition signage upon project completion and meet specifications per the ECHO Guidebook?	☒	☐
Will you include the ECHO logo and acknowledgment on all print materials, press releases, public relations materials, and website content related to this project?	☒	☐
Will you participate in the ECHO Transparency Dashboard by providing requested project data and photos?	☒	☐
Will you notify ECHO staff of media opportunities related to this project?	☒	☐
Will you issue a press release and/or hold a ribbon cutting ceremony upon project completion?	☒	☐
Will you invite ECHO staff and Advisory Committee members to any ribbon cutting or public celebration?	☒	☐
Will this project be included in any tourism marketing efforts (e.g., visitor bureau, chamber of commerce)?	☒	☐

59. What communication channels does your organization currently use to reach the public?

The Volusia Flagler Family YMCA Association regularly communicates with members, volunteers, donors, and the community about updates and improvements at the Port Orange Family YMCA. While word-of-mouth remains one of the YMCA's most effective marketing tools, the VFYMCA and the Port Orange Family YMCA also stay current with communication and marketing trends through active social media engagement and a variety of outreach channels that include:

- Volusia Flagler Family YMCA website
- Port Orange Family YMCA website
- Monthly email newsletter to Port Orange Family YMCA members
- Volusia Flagler Family YMCA Facebook page
- Volusia Flagler Family YMCA Instagram page
- Volusia Flagler Family YMCA email newsletter
- Volusia Flagler Family YMCA mobile app
- Local newspapers
- Flyers and posters displayed at YMCA facilities

- Notices distributed to local nonprofit organizations
- Notices distributed to local schools
- Radio and television public service announcements (PSAs)

60. How will you inform Volusia County residents about this ECHO-funded project and its availability for public use?

    We will inform Volusia County residents about this ECHO-funded project and it's availability for use through the communication channels listed above.

Marketing Plan: Category Specific Questions:

Note: Answer the question below that corresponds with your project category.

E: How will you promote environmental education programming and public access opportunities at this site?

C: How will you market events and programming at this facility to reach diverse audiences across Volusia County?

H: How will you integrate this project into heritage tourism efforts and promote its historic significance to visitors?

O: How will you inform residents about recreational opportunities and access points at this facility?

The Volusia Flagler Family YMCA Association regularly communicates with members, volunteers, donors, and the community about updates and improvements at the Port Orange Family YMCA. While word-of-mouth remains one of the YMCA's most effective marketing tools, the VFYMCA and the Port Orange Family YMCA also stay current with communication and marketing trends through active social media engagement and a variety of outreach channels that include:

- Volusia Flagler Family YMCA website
- Port Orange Family YMCA website
- Monthly email newsletter to Port Orange Family YMCA members
- Volusia Flagler Family YMCA Facebook page
- Volusia Flagler Family YMCA Instagram page
- Volusia Flagler Family YMCA email newsletter
- Volusia Flagler Family YMCA mobile app
- Local newspapers
- Flyers and posters displayed at YMCA facilities
- Notices distributed to local nonprofit organizations
- Notices distributed to local schools
- Radio and television public service announcements (PSAs)

FISCAL STABILITY

61. Has this organization defaulted on any grant in the past five years? ☐ Yes ☒ No
    If yes, please explain:

62. Not-for-Profit Organizations must submit the following:
    a. Bylaws/Charter as filed with the FL Div. of Corporations
    b. Most recent 12 consecutive months of Board Minutes

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c. List of Board Members

FINANCIAL AUDIT/REVIEW/AGREED UPON PROCEDURES

63. Local Municipalities must provide a link to their Financial Statement under GASB 34.

    The link should include the following documents:
    a. A Management Letter from the last fiscal year Independent Auditor's Report on the Basic Financial Statement.
    b. A Response Letter from the last fiscal year Independent Auditor's Report on the Basic Financial Statement.
    c. An Opinion Letter from the last fiscal year Independent Auditor's Report on the Basic Financial Statement.

64. Not-for-Profit Organizations: the required financial information is determined by the operating revenue or expenses/expenditures annual average of the three fiscal years prior to the application deadline, as outlined in the ECHO Guidebook p. 14.

    a. Additional supporting documents for Not-for-Profit organizations:
        i. IRS determination letter granting Not-for-Profit 501(c)(3) status in Florida.
        ii. The most recent Uniform Business Report (Annual Report) filed with the State of Florida Division of Corporations.
        iii. Unrestricted ownership or undisturbed use of facility documentation (unless the project is an acquisition).
        iv. Letter of intent to sell from the owner for Acquisition Projects.

DRAWINGS

65. Drawings are required from ALL applicants (documents must be legible and to scale with legends):
    a. Current drawings and/or excavation plans for the facility.

66. Vacant land acquisition projects shall include:
    a. Conceptual drawings of improvements to the property, which are to be completed within two years of acquisition, consistent with the applicable grant period.
    b. Proposed structures must include elevations, floor plans and design elements such as landscaping.

67. Street Locator Map (indicate the physical location of the project within the local areas; include road names and "North" for directional reference).

68. Site Plan should show the building footprint, travel ways, parking, landscaping, etc. This section should include:
    a. Site Survey
    b. Trees and topography
    c. Civil drawing
    d. Water retention drainage and circulation

69. Preliminary and Schematic Drawings. Drawings should show:
    a. A general model of floor/site plans, showing the location of project elements.
    b. (Suggested) Florida-friendly landscape plan (The Florida Friendly Landscaping guide can be found at Publications - Florida-Friendly Landscaping™ Program - University of Florida, Institute of Food and Agricultural Sciences - UF/IFAS (ufl.edu).

70. Design and Development Documents. Documents should show more detail including:

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a. Selection of materials and engineering systems involved
b. Detailed cost estimate
c. Environmentally sustainable materials

71. Construction Documents should include written and graphic instructions. These documents should be focused on specifications for the project (building systems, floor plans, elevations, etc.) and should include site utilities and ADA information.

    a. Outdoor trails, parks, sports facilities and playgrounds require a bid set of plans, which are ready to be used for the procurement process.

    b. New construction, improvements and historic projects require a set of A&E plans, which are ready to be used for the procurement process.
       EXCEPTION: For projects involving the improvement of a previously engineered site, pre-engineered structures, such as playgrounds, prefabricated buildings, pavilions, and modular restrooms, etc. may substitute manufacturer's engineered plans and installation specifications in lieu of custom architectural and engineering drawings for those components. This exception applies only to the prefabricated elements themselves. The site should already be pre-engineered.

    c. Historic projects need to demonstrate research and compliance with the Historic Preservation Standards and Guidelines.

72. Project/Construction Timeline Chart – Complete Table D.

TABLE D - PROJECT/CONSTRUCTION TIMELINE CHART

Description (fill in item/category descriptions as needed)	April - June 2026	July - Sept 2026	Oct - Dec 2026	Jan - March 2027	April - June 2027	July - Sept 2027	Oct - Dec 2027	Jan - March 2028	April - June 2028
Design	X								
Construction Fence				X					
Artificial Turf				X					
Play Structure					X				
Shade Structure					X				

Attachment Checklist: Please check your application before submitting

The following items/documentation must be included with your application, or your application will not be scored. All match sources must be secured, and proof thereof submitted by the application deadline.

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APPLICANT

- ☐ Mandatory Workshop attendance confirmed
- ☐ ECHO Application, completed and signed
- ☐ Mission Statement
- ☐ Proof of site ownership, executed lease or Land/Project Management Agreement
- ☐ Letter from Mortgagee/Lessor agreeing to sign Restrictive Covenants (if applicable)
- ☐ Budget Detail Chart
- ☐ ECHO temporary and permanent signage included as budget line items
- ☐ Official Documentation of Match
- ☐ Restrictive Covenants – Requirement acknowledged
- ☐ Business Plan – specific to this project and Volusia County
    - ☐ Table A – Annual Operating Costs
    - ☐ Table B – Revenue Sources
    - ☐ Table C – 20-year Capital Replacement Plan
- ☐ Maintenance and Operations Certification and Compliance Form - signed
- ☐ Feasibility Study – specific to this project and Volusia County
- ☐ Marketing Plan – specific to this project and Volusia County
- ☐ Financial Audit Documents
- ☐ Link to GASB 34 Financial Statements including Management, Response & Opinion Letters
- ☐ Not-for-Profits only:
    - ☐ IRS Status Determination Letter confirming organization as a 501(c)(3)
    - ☐ Most recent Uniform Business Report (Annual Report) filed with the FL Div. of Corporations
    - ☐ Bylaws/Charter as filed with the FL Div. of Corporations
    - ☐ Most recent 12 consecutive months of Board Meeting Minutes
    - ☐ List of Board Members
- ☐ Current drawings and/or excavation plans – legible, to scale, with legend
- ☐ Street Locator Map
- ☐ Site Plan
- ☐ Preliminary & Schematic Drawings
- ☐ Design & Development Documents
- ☐ Construction Documents (bid-ready for applicable project types)
- ☐ Table D – Project/Construction Timeline Chart

DRAFT

Maintenance and Operations Certification and Compliance Form

Instructions: This certification documents your formal commitment to the long-term maintenance and operations of the ECHO-funded project and confirms compliance with applicable laws and grant conditions. This certification will be incorporated into the grant agreement and restrictive covenant.

By signing below, the Applicant and/or Owner certifies and agrees to the following:

1. The Applicant and/or Owner commits to maintaining, repairing, and replacing all project components funded by this ECHO grant for the full 20-year restrictive covenant period.
2. The Applicant and/or Owner has reviewed the 20-Year Maintenance Schedule (Table C) and affirms that the projected capital replacement costs and funding sources are realistic and achievable.
3. The Applicant and/or Owner understands that failure to maintain the project in accordance with ECHO program requirements may result in enforcement action, including potential repayment of grant funds as specified in the grant agreement and restrictive covenant.
4. The Applicant and/or Owner agree to notify ECHO staff promptly if circumstances arise that may affect the organization's ability to fulfill this sustainability commitment.
5. The Applicant and/or Owner acknowledges that this certification will be incorporated by reference into the grant agreement and restrictive covenant.
6. The Applicant and/or Owner certifies that all information contained within this application and subsequent attachments is true and correct to the best of my/our knowledge, that the project shall be in compliance with the Americans with Disabilities Act of 1990, and that should a grant be awarded, the organization agrees to comply with the conditions of the grant award agreement including the Restrictive Covenants.

Organization Name:	Volusia Flagler Family YMCA
Project Name:	Port Orange Family YMCA
ECHO Grant Amount Requested:	$ $100,000

CERTIFICATION:

■ Yes, I certify and agree to all commitments and compliance statements stated above.

☐ No, I am unable to make this certification. (Explain below)

If no, explain:

Grantee Authorized Signature: _____

Owner Authorized Signature: _____

Printed Name: Chris Seilkop

Title: Chief Operating Officer

Date: 6/5/2026

CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 6/16/2026

SUBJECT: (B12) Resolution No. 26-35 - Accepting the grant award from the U.S. Department of Justice FY25 Patrick Leahy Bulletproof Vest Partnership Project in the amount of $6,327.63

DEPARTMENT: Police Services

GOAL: 1 - Public Safety

RECOMMENDED MOTION: Move to approve Resolution No 26-35.

SUMMARY: The U.S. Department of Justice has approved the City's grant application for the FY25 Patrick Leahy Bulletproof Vest Partnership Project, awarding $6,327.63 to fund slightly less than half of the costs to purchase 8 bulletproof vests for the Police Department. The cost share for this project in the amount of $7,385.73 has been budgeted in the FY26 budget for the Police Department. The total cost to purchase 8 vests is $13,713.36.

PRESENTER: Manuel Marino

ATTACHMENTS:

1.	Resolution No. 26-35	Resolution No. 26-35.pdf
2.	FY25 BVP Award	FY25 BVP Award .pdf

Manuel Marino	Created/Initiated - 05/20/2026
Manuel Marino	Approved - 05/20/2026
Sue Wang	Approved - 05/29/2026
Matthew Jones	Approved - 06/05/2026
Wayne Clark	Final Approval - 06/05/2026

RESOLUTION NO. 26-35

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, ACCEPTING FINANCIAL GRANT ASSISTANCE FROM THE U.S. DEPARTMENT OF JUSTICE PATRICK LEAHY BULLETPROOF VEST PARTNERSHIP; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AGREEMENTS AND CONTRACTS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Port Orange Police Department applied for a U.S. Department of Justice Patrick Leahy Bulletproof Vest Partnership (BPV) 2025 Grant for the purchase of bulletproof vests; and

WHEREAS, the U.S. Department of Justice 2025 Patrick Leahy Bulletproof Vest Partnership (BVP) approved the grant application in the amount of $6,327.63 to fund slightly less than 50% of the cost of the bulletproof vests.

WHEREAS, the City Council of the City of Port Orange desires to accept the financial grant assistance from the U.S. Department of Justice BVP.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA as follows:

Section 1. The City Council of the City of Port Orange hereby accepts the U.S. DOJ 2025 Patrick Leahy Bulletproof Vest Partnership Grant in the amount of $6,327.63.

Section 2. The Mayor and the City Clerk of the City of Port Orange are hereby authorized to execute agreements or contracts necessary to implement this Resolution.

Section 3. This Resolution shall become effective immediately upon adoption.

_____
MAYOR SCOTT STILTNER

ATTEST:

_____
Robin L. Fenwick, MMC, City Clerk

Adopted on the_____day of_____, 2026

Reviewed and Approved: _____
Shannon K. Balmer, Senior Assistant City Attorney

Application Summary

Date Submitted to BVP: 12/09/25
Application Status: Approved by BVP

Application Summary for FY 2025 Regular Fund

Applicant	Quantity	Total Cost	Date Submitted	Status
PORT ORANGE CITY	8	$13,713.36	12/09/25	Approved by BVP View Details
Grand Totals:	8	$13,713.36		

Award Summary for FY 2025 Regular Fund

Funds Type	Eligible Amount	Award	Date Approved	Status
Regular Fund	$13,713.36	$6,327.63	05/14/26	Approved by BVP
Grand Totals:	$13,713.36	$6,327.63		

FL	ROCKLEDGE CITY	$11,906
FL	TITUSVILLE CITY	$11,422
FL	ALTAMONTE SPRINGS CITY	$10,982
FL	BAKER COUNTY	$10,695
FL	WINTER HAVEN CITY	$10,509
FL	SARASOTA CITY	$10,465
FL	LEESBURG CITY	$10,151
FL	PANAMA CITY BEACH CITY	$9,987
FL	MAITLAND CITY	$9,777
FL	SEBASTIAN CITY	$9,217
FL	MOUNT DORA CITY	$8,645
FL	JUPITER TOWN	$8,617
FL	PANAMA CITY	$8,121
FL	PANAMA CITY AIRPORT	$7,798
FL	APOPKA CITY	$7,766
FL	STUART CITY	$7,627
FL	SOUTH DAYTONA CITY	$7,613
FL	PALM BEACH TOWN	$7,256
FL	AUBURNDALE CITY	$6,914
FL	FLORIDA CITY	$6,910
FL	BELLEVIEW CITY	$6,887
FL	WEST MELBOURNE CITY	$6,614
FL	NAPLES CITY	$6,328
FL	PINECREST VILLAGE	$6,278
FL	PORT ORANGE CITY	$6,012
FL	DELAND CITY	$5,998
FL	TEMPLE TERRACE CITY	$5,906
FL	LYNN HAVEN CITY	$5,837
FL	HAVANA TOWN	$5,678
FL	WINDERMERE TOWN	$5,465
FL	TREASURE ISLAND CITY	$5,426
FL	DAYTONA BEACH SHORES CITY	$5,364
FL	TARPON SPRINGS CITY	$5,275
FL	ATLANTIC BEACH CITY	$4,983
FL	MILTON CITY	$4,973
FL	PLANT CITY	$4,844
FL	GREEN COVE SPRINGS CITY	$4,710
FL	CASSELBERRY CITY	$4,684
FL	VERO BEACH CITY	$4,681
FL	WASHINGTON COUNTY	$4,630
FL	NEW SMYRNA BEACH CITY	$4,614
FL	DE FUNIAK SPRINGS CITY	$4,588
FL	PUNTA GORDA CITY	$4,409
FL	COLUMBIA COUNTY	$4,360
FL	PALATKA CITY	$4,330

CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 6/16/2026

SUBJECT: (B13) Resolution No. 26-36 - Authorize the Renaming of the Lakeside Community Center to the Allen Green Center

DEPARTMENT: Parks & Recreation

GOAL: 6 - Organizational Excellence

RECOMMENDED MOTION: Move to approve Resolution No. 26-36.

SUMMARY: On May 5, City Council agreed to consider renaming the Lakeside Community Center after former Mayor Allen Green. The naming policy (Resolution No. 16-57) gives the Council authority to name or rename the building/facilities according to a recommendation by the Parks & Recreation Advisory Board. That recommendation was presented at the May 5 meeting and, by Council's authorization at that meeting, the City entered into a 30-day comment period which has expired, and no comments have been received. Council can now consider final action to rename the facility.

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 are estimated to be around $5,000 and are available in the current fiscal year budget. Staff expects to have new signs constructed and installed by August.

PRESENTER: Susan Lovallo

ATTACHMENTS:

1.	Resolution No. 26-36	Resolution No. 26-36.pdf

Susan Lovallo	Created/Initiated - 05/20/2026
Susan Lovallo	Approved - 05/20/2026
Sue Wang	Approved - 05/20/2026
Matthew Jones	Approved - 06/08/2026
Wayne Clark	Final Approval - 06/08/2026

RESOLUTION NO. 26-36

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA; AUTHORIZING THE RENAMING OF LAKESIDE COMMUNITY CENTER; PROVIDING THAT THE LAKESIDE COMMUNITY CENTER BE NAMED THE ALLEN GREEN CENTER; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Port Orange, Florida established a naming policy with Resolution No. 16-57 ("Naming Policy") which gives the council authority to name or rename the building/facilities according to a recommendation by the Parks & Recreation Advisory Board; and

WHEREAS, in accordance with the Naming Policy, the Parks & Recreation Advisory Board came before the City Council on May 5, 2026, seeking to rename the Lakeside Community Center in honor of former Mayor Allen Green; and

WHEREAS, Allen Green served on the City Council and as Mayor of Port Orange over a period of 30 years; and

WHEREAS, in accordance with the Naming Policy, the City Council of the City of Port Orange, Florida authorized the renaming of the Lakeside Community Center to the Allen Green Center in honor of former Mayor Allen Green at the May 5, 2026 meeting, thereby entering into a required 30-day comment period; and

WHEREAS, the City Council of the City of Port Orange, Florida hereby desires to take final action, as required by the Naming Policy, to rename the Lakeside Community Center in honor of former Mayor Allen Green; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA:

Section 1. The City Council of the City of Port Orange, Florida, hereby renames Lakeside Community Center, the “Allen Green Center” in honor of former Mayor Allen Green.

Section 2. If there is any provision of this resolution or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the resolution which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared severable.

Section 3. This resolution shall take effect 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

CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 6/16/2026

SUBJECT: (B14) Approval of a 30-day Extension to the Post-Closing Occupancy Agreement relating to 846 Bears Trail

DEPARTMENT: City Manager

GOAL: 2 - Infrastructure

RECOMMENDED MOTION: Move to approve the Extension to the Post-Closing Occupancy Agreement and authorize the Mayor and City Clerk to execute said agreement.

SUMMARY: At the March 3 meeting, City Council approved the purchase of the property located at 846 Bears Trail to support the future Nixon Lane Stormwater Pond & Pump Station Capital Improvement Project. The property was acquired on April 16, and a Post-Closing Occupancy Agreement was executed, allowing the former owner to remain in the residence through July 16.

The former owner has requested an additional 30 days to complete the purchase of a new home and relocate her belongings. The new date for the former owner to vacate the property is on or before August 14, 2026.

There is no additional cost associated with this extension. Staff recommends approval of a 30-day extension to the Post-Closing Occupancy Agreement for 846 Bears Trail.

PRESENTER: Robin Fenwick

ATTACHMENTS:

1.	Amendment and Extension of the Post Closing Occupancy Agreement	Amendment and Extension of the Post Closing Occupancy Agreement .pdf
2.	Post Closing Occupancy Agreement	Post Closing Occupancy Agreement .pdf

Amanda Bonin	Created/Initiated - 06/08/2026
Robin Fenwick	Approved - 06/08/2026
Shannon Balmer	Approved - 06/08/2026
Wayne Clark	Final Approval - 06/09/2026

AMENDMENT AND EXTENSION OF THE POST CLOSING OCCUPANCY AGREEMENT

THIS AMENDMENT AND EXTENTION OF THE POST CLOSING OCCUPANCY AGREEMENT ("Amendment") is made as of the 10 day of June, 2026 by and between 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") and Cheryl K. Ransom, whose mailing address is 846 Bears Trail, Port Orange, Florida 32129 hereinafter referred to as "SELLER",

WHEREAS, PURCHASER and SELLER entered into a contract for the purchase and sale of property at 846 Bears Trail, Port Orange, County of Volusia, State of Florida, more particularly described in Exhibit "A", attached hereto and made a part hereof by this reference. Also being identified by Parcel Number **6337-04-00-0055**; the subject real estate being hereinafter referred to as the "Property", which contract is dated March 3, 2026 and

WHEREAS, PURCHASER and SELLER completed the closing transaction on the Property and PURCHASER is now the owner of said property; and

WHEREAS, PURCHASER and SELLER entered into a Post Closing Occupancy Agreement dated April 16, 2026 ("Agreement"), for the purpose of SELLER's continued temporary occupancy of the Property for an additional Ninety (90) days from the date of closing; and

WHEREAS, PARTIES acknowledge the date for SELLER to vacate the Property in accordance with the Agreement is on or before 5:00 pm on July 16, 2026; and

WHEREAS, SELLER has requested and PURCHASER is willing to extend the temporary occupancy subject to and in accordance with terms and conditions of the Agreement for an additional Thirty (30) days except as otherwise amended herein.

NOW THEREFORE, the Parties for and in consideration of the premises and mutual covenants contained herein, the Parties agree as follows:

1. Paragraph 1 of the Agreement, "Occupancy", is hereby deleted in its entirety and replaced with the following provision:

   Occupancy. This Agreement shall be restricted to occupancy of the Property by the SELLER only and shall be used for residential purposes. Occupancy shall terminate on or before One Hundred Twenty (120) days from date of closing on or before 5:00 P.M., said date being August 14, 2026 ("Termination Date"), by which time SELLER shall vacate the Property. This right of occupancy is exclusive to the SELLER.

2. Paragraph 2 of the Agreement, "Payments", is hereby deleted in its entirety and replaced with the following provision:

Payments. Rents due and owing under this Agreement will be at the rate of **One Thousand Five Hundred and NO/100 Dollars ($1,500.00) per month ("Rent").** Rent due and owing under this Agreement **is** hereby suspended pending vacation of the Property on or before One Hundred Twenty (120) days from the date of closing, as agreed herein. If SELLER fails to vacate the Property as agreed, then SELLER shall be in default of their obligations hereunder and shall forfeit all right, title, and interest to the monies held in escrow pursuant to the Contract for Purchase of the Property, referenced hereinabove. If SELLER vacates as agreed, then SELLER shall be entitled to a return of all monies held in escrow pursuant to the Option to Purchase Contract and Escrow Agreement entered into between the parties and without any deduction for rents.

3. Except as specifically amended herein, all terms and conditions set forth in the Agreement shall otherwise remain in full force and effect. In the event of a conflict between the Agreement and this Amendment, this Amendment shall control.

4. This Amendment may be executed in counterparts, all counterparts taken together being one agreement. Facsimile or electronic (including pdf) signatures shall be treated as originals. The provisions contained in this Amendment and the Agreement set forth the entire understanding of the parties and shall be binding upon their respective heirs, successors, assigns and legal representatives of the parties hereto and shall not be changed or terminated orally.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, Seller and Purchaser hereby execute this Amendment as of the respective dates shown below.

WITNESSES:

First Witness Signature Above, Printed Name Below:

Stephanie DiPietrantonio

Second Witness Signature Above, Printed Name Below:

Christine Clowes

SELLER:

By: Cheryl K Ransom
Cheryl K. Ransom

Date: 6-10-, 2026

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing *Amendment and Extension of the Post Closing Occupancy Agreement* was acknowledged before me by means of [XX] physical presence or [___] online notarization this 10 day of June, 2026, by **Cheryl K. Ransom**, the Seller named in the foregoing Amendment, 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.

TRACEE CODY
Commission # HH 263572
Expires May 11, 2026

Notary Public, State of Florida at Large
Printed Name, Commission Seal and Term Expiration Date

CA8857

WITNESS AS TO BOTH:

CITY OF PORT ORANGE, a Florida Municipal Corporation

_____
Signature

By: _____
Scott Stiltner, Mayor

_____
Printed Name

_____
Signature

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

_____
Printed Name

Date: _____

STATE OF FLORIDA

COUNTY OF VOLUSIA

The foregoing *Amendment and Extension of the Post Closing Occupancy Agreement* was acknowledged before me by means of [XX] physical presence or [ ] online notarization this _____ day of _____, 2026, by Scott Stiltner and Robin L. Fenwick, City Clerk, both of the CITY OF PORT ORANGE, FLORIDA, a Florida municipal corporation, on behalf of the City, respectively. He is personally known to me and did not take an oath.

_____
Notary Public, State of Florida at Large
Printed Name, Commission Seal and Term Expiration Date

EXHIBIT "A"

A portion of Lots 3 and 5, PLANTATION ACRES, according to the plat thereof as recorded in Map Book 23, Pages 69 and 70, Public Records of Volusia County, Florida, being more particularly described as follows: From a reference point, being the Northeast corner of Lot 5; thence South 64°36'30" West along the Northerly line of Lot 5, a distance of 35.26 feet to a point therein and the Point of Beginning; thence South 12°37' East 137.55 feet to a point; thence South 65°41' West 14 feet to a point; thence South 28°45' East 58 feet to a point; thence South 55°25' West 6 feet to a point; thence South 36°17'20" East 304.27 feet to a point in the Southeasterly line of Lot 3; thence run South 40°21'40" West along the Southeasterly line 41.1 feet to a point therein; thence North 36°17'20" West 315.2 feet to a point; thence North 25°41'20" West 200 feet to a point the Northerly line of Lot 5 aforesaid; thence North 64°36'30" East along said Northerly line a distance of 87.4 feet to the Point of Beginning.

EXCEPTING therefrom that portion deeded to the City of Port Orange in Official Records Book 2500, page 882, and EXCEPTING therefrom that portion deeded to James C. Costello and Joan H. Costello in Official Records Book 2553, page 1052, both of the Public Records of Volusia County, Florida.

POST CLOSING OCCUPANCY AGREEMENT

THIS POST CLOSING OCCUPANCY AGREEMENT ("Agreement") is made as of the 16th day of April, 2026 by and between 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", and Cheryl K. Ransom, whose address is 846 Bears Trail, Port Orange, Florida 32129 hereinafter referred to as "SELLER".

WHEREAS, PURCHASER and SELLER have entered into a contract for the purchase and sale of property at 846 Bears Trail, Port Orange, County of Volusia, State of Florida, more particularly described as:

See Exhibit "A" attached hereto and made a part hereof by this reference.

Also being identified by Parcel Number **6337-04-00-0055**; the subject real estate being hereinafter referred to as the "Property", which contract is dated March 3, 2026 and

WHEREAS, SELLER desires to occupy the Property after closing and disbursement, and PURCHASER is willing to allow SELLER occupancy in accordance with and subject to the terms and conditions set forth herein.

NOW THEREFORE, the Parties for and in consideration of the premises and mutual covenants contained herein, the Parties agree as follows:

1. Occupancy. This Agreement shall be restricted to occupancy of the Property by the SELLER only and shall be used for residential purposes. Occupancy shall terminate on or before Ninety (90) days from date of closing on or before 5:00 P.M., said date being July 16, 2026 ("Termination Date"), by which time SELLER shall vacate the Property. This right of occupancy is exclusive to the SELLER.

2. Payments. Rents due and owing under this Agreement will be at the rate of **One Thousand Five Hundred and NO/100 Dollars ($1,500.00) per month ("Rent").** Rent due and owing under this Agreement is hereby suspended pending vacation of the Property on or before Ninety (90) days from the date of closing, as agreed herein. If SELLER fails to vacate the Property as agreed, then SELLER shall be in default of their obligations hereunder and shall forfeit all right, title, and interest to the monies held in escrow pursuant to the Contract for Purchase of the Property, referenced hereinabove. If SELLER vacates as agreed, then SELLER shall be entitled to a return of all monies held in escrow pursuant to the Option to Purchase Contract and Escrow Agreement entered into between the parties and without any deduction for rents.

3. Utilities and Insurance. SELLER shall be responsible for payment of all utilities and for insurance on contents until the date SELLER vacates the Property. The PURCHASER agrees to maintain liability insurance on the Property.

4. Indemnification. It is understood and agreed that the SELLER will indemnify and hold the PURCHASER harmless in the event of any damage, injury or loss of life in connection with

SELLER's occupancy and use of said Property and all facilities offered for SELLER's enjoyment of the Property.

5. Use. SELLER further covenants and agrees not to use nor permit the Property to be used for any illegal, immoral or improper purposes; not to make nor permit any disturbance, noise or annoyance whatsoever detrimental to the Property or to the comfort and peace of any of the inhabitants of said building or its neighbors and particularly SELLER shall not assign this Occupancy Agreement or sublet any portion of the Property. SELLER shall not use said Property for any other purpose than as a residence.

6. Repairs. SELLER shall maintain the Property, including carpet, appliances, equipment and furnishings, if any, and including but not limited to air conditioning, plumbing, electrical and structural in good working order and repair during said occupancy. Any damage, breakage or loss to any portion of the Property, including air conditioning, plumbing, electrical and structural, occurring during the occupancy, will be paid for by SELLER.

7. Surrender. At the end of the term, SELLER shall vacate and surrender the Property in broom clean condition. SELLER shall remove all personal property, furnishings, appliances, fixtures, shrubs and queen palm trees around the pool deck area, at their discretion ("Tangible Personal Property and Fixtures"), and miscellaneous debris; and shall secure all exterior openings of the structure. Upon the expiration of the Post-Closing Occupancy Agreement, 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.

8. Right of Entry. PURCHASER's right to enter the Property shall be governed by the provisions of Florida Statutes, it being understood that hurricanes or severe weather warnings shall constitute an emergency under such Statutes.

9. No Waiver. The failure of PURCHASER to take any action against SELLER for violation of any of the terms of this Agreement shall not be a waiver of that act or a subsequent act of SELLER of a similar nature from being a violation of this Agreement.

10. Action. If the PURCHASER is compelled to maintain an action for the possession of the Property, or damages, the SELLER agrees to pay all expenses incurred by the PURCHASER in connection with said action, including but not limited to reasonable attorneys' fees and costs at all trial and appellate levels.

11. Miscellaneous. This Agreement may be executed in counterparts, all counterparts taken together being one Agreement. Facsimile or electronic (including pdf) signatures shall be treated as originals. The provisions contained in this Agreement and the Contract set forth the entire understanding of the parties and shall be binding upon their respective heirs, successors, assigns and legal representatives of the parties hereto and shall not be changed or terminated orally. The

law governing this Agreement shall be that of the State of Florida. Venue shall lie in Volusia County. Time is of the essence.

12. Governing Law. This Occupancy Agreement shall be governed by Chapter 83 Florida Statutes as a Residential Tenancy. The rights and remedies under this Occupancy Agreement are cumulative and not exclusive. Upon default, the non-defaulting Party shall additionally have such other and further rights as may be provided at law or in equity.

13. Captions. The captions used herein are for convenience purposes only and have no effect on the interpretation of the terms contained herein.

[SIGNATURE PAGES TO FOLLOW]

WITNESSES:

Candace Sargent

First Witness Signature Above, Printed Name Below:

Candace Sargent

Second Witness Signature Above, Printed Name Below:

SELLERS:

By: Cheryl K Ransom

Cheryl K. Ransom

Date: April 16, 2026

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing *Post Closing Occupancy Agreement* was acknowledged before me by means of [XX] physical presence or [ ] online notarization this 16th day of April, 2026, by **Cheryl K. Ransom**, the Sellers named in the foregoing Contract, who (*Notary, please check as applicable)*: [ ] took an oath or [X] did not take an oath; and who [ ] is/are personally known to me or [X] has produced DL license as identification.

Candace Sargent

Notary Public, State of Florida at Large
Printed Name, Commission Seal and Term Expiration Date

CANDACE J. SARGENT
MY COMMISSION # HH 479197
EXPIRES: March 3, 2028

CA8857

WITNESS AS TO BOTH:

Signature

Stephanie DiPietrantonio
Printed Name

Signature

Printed Name

CITY OF PORT ORANGE, a Florida Municipal Corporation

By: _____
Scott Stiltner, Mayor

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

Date: April 15, 2026

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing *Post-Closing Occupancy Agreement* was acknowledged before me by means of [XX] physical presence or [ ] online notarization this _____ day of _____, 2026, by Scott Stiltner and Robin L. Fenwick, City Clerk, both of the CITY OF PORT ORANGE, FLORIDA, a Florida municipal corporation, on behalf of the City, respectively. He is personally known to me and did not take an oath.

_____
Notary Public, State of Florida at Large

Printed Name, Commission Seal and Term Expiration Date

CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 6/16/2026

SUBJECT: (F19) First Reading - Ordinance No. 2026-8 - Amendments to Chapter 17, Section 29 of the Land Development Code (LDC) for the Planned Community-Agriculture (PC-A) zoning district (Case No. DCAM-25-0005)

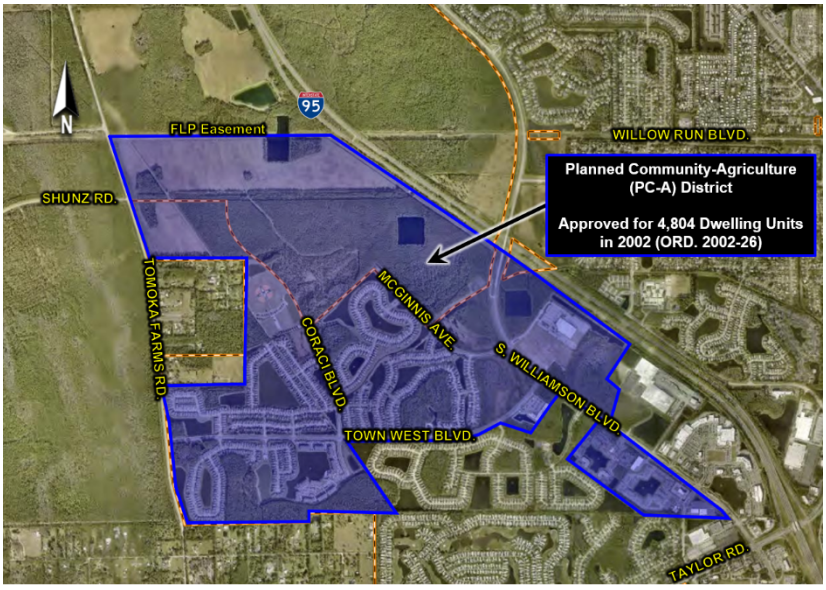
DEPARTMENT: Community Development

GOAL: 4 - Economic Development

RECOMMENDED MOTION: Move to approve Ordinance No. 2026-8.

SUMMARY: Planning Commission Recommendation (5-28-26): Recommended Approval 5-0

The applicant, Jessica Gow, Esq., on behalf of property owner FL P70 LLC, requests an amendment to Chapter 17, Section 29 of the Land Development Code (LDC) for the Planned Community-Agriculture (PC-A) zoning district. The 1,201-acre PC-A zoning district was established by the City Council in 2002 to support the development of a mixed-use community on the west side of Port Orange. The PC-A zoning district is generally located between Interstate 95 and Tomoka Farms Road, south of the FPL Easement.



Location Map of the PC—A Zoning District

According to the applicant, the proposed text amendments are to update the PC-A zoning district regulations to support continued development of this area in response to existing market demand, by revising the locations of where uses are allowed to be developed within the PC-A while remaining consistent with the current Planned Community-Westside Future Land Use designation, along with minor clean-up revisions, and clarifications to Chapter 17, Section 29 of the LDC.

The PC-A zoning district is required to remain consistent with the underlying Future Land Use (FLU) designation in the Comprehensive Plan for the 1,201-acre PC-A area known as the Planned Community–Westside FLU designation. The Planned Community–Westside FLU designation was adopted in 2002 (formerly known as Planned Community No. 1) along with the PC-A zoning district. The FLU designation establishes the overall development framework for the area, including the following limits and requirements:

- Maximum overall gross residential density of up to 4 dwelling units per acre (approximately 4,804 total units), with higher densities permitted in designated mixed-use areas, provided the overall density cap of 4 dwelling units per acre is maintained.
- The required land use mix, within the PC-A area, shall be within the following range upon buildout:
    - Residential: 35% – 60%
    - Commercial: 10% – 25%
    - Industrial: 10% – 25%
    - Mixed-use town center: 10% – 25%
    - Conservation/recreation: minimum 10%
- Daily Trip cap of 62,600 average daily vehicle trips per day within the PC-A.
- Development pattern supporting a central town center, internal connectivity for vehicles and pedestrians, and a transition from higher-intensity uses near Interstate 95 to lower-intensity uses toward the site's outer areas.

Any proposed changes to the PC-A zoning district must remain consistent with the underlying Future Land Use (FLU) designation. The proposed amendment does not change the FLU designation or the limits and development requirements in the Comprehensive Plan for this 1,201-acre property.

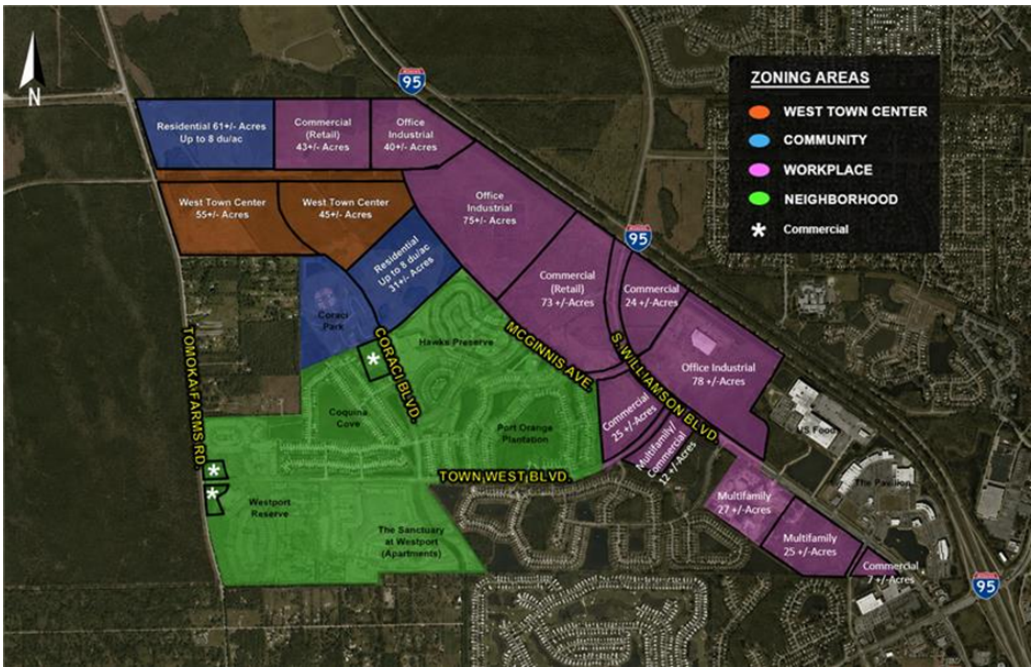
According to the applicant, regional development patterns in Volusia County, particularly in the Port Orange and Daytona Beach area, have changed significantly since the PC-A district was originally established about 25 years ago, in 2002. At that time, the PC-A was intended to accommodate a broader mix of employment-based and industrial uses; however, many traditional manufacturing uses have since declined or transitioned toward logistics and distribution-based operations.

Modern industrial and commercial development is increasingly driven by e-commerce growth, demand for same-day and next-day delivery, and direct access to interstate corridors. Over the past several years, the I-4 and I-95 interchange area in Daytona Beach has become the primary location for large-scale warehouse and distribution centers, e-commerce fulfillment facilities, and industrial parks due to its regional connectivity and transportation advantages. In contrast, the PC-A has become less competitive for these uses due to its limited direct interstate access.

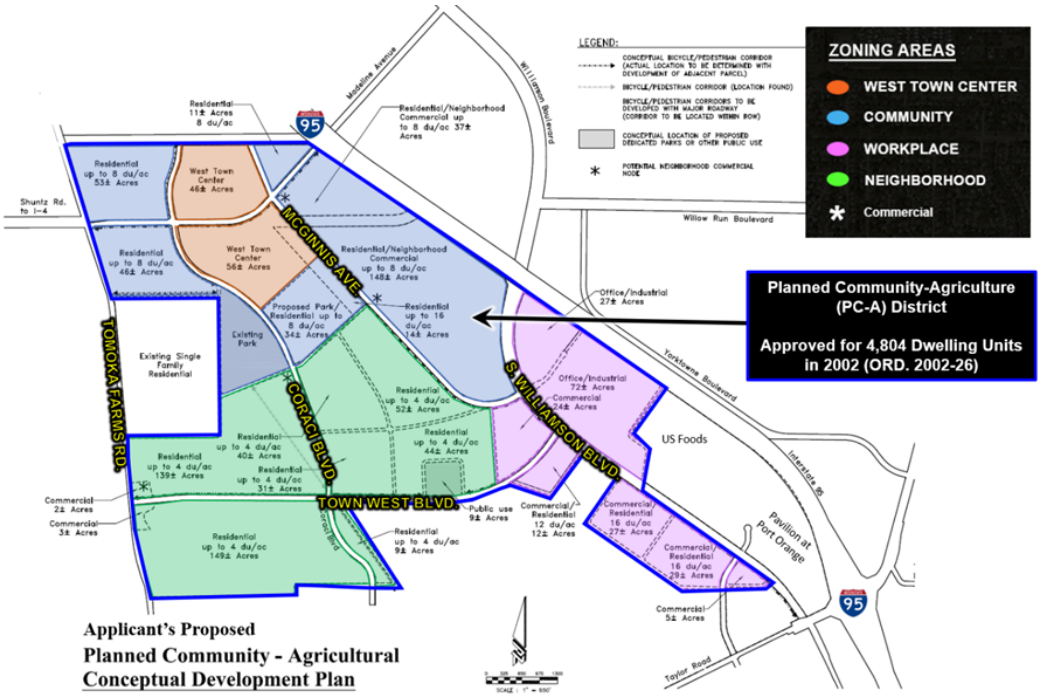
As a result, the applicant proposes adjusting the distribution of land uses within the PC-A in response to evolving market conditions while maintaining the overall mixed-use framework. Specifically, the applicant is requesting to reallocate approximately +/- 241 acres from the Workplace District, an employment-focused area intended for commercial and industrial development serving both local and regional markets, to the Community District, a transitional area primarily intended for residential uses, with supporting civic, recreational, and commercial uses.

The proposed amendments to Chapter 17, Section 29 of the Land Development Code (LDC) include:

- Figures 17.1 and 17.2 are revised to update the PC-A conceptual development plan in the northern area where vacant land remains. The primary change includes approximately +/- 241 acres shifting from the Workplace District to the Community District.
- Duplicate and outdated text has been removed
- Design standards and permitted uses have been cross-referenced to the appropriate Chapters of the LDC.
- Added design flexibility through site plan review for future development in the West Town Center District
- Allows development within the Community District to set aside open space areas outside a project's limit, subject to approval of a separate agreement by the City.



Current District Map for the PC-A



Proposed District Map for the PC-A

The applicant is also requesting a reduction in the minimum lot width from 50 feet to 40 feet for single-family lots in the Community District. No changes are proposed to the minimum lot area requirement of 5,000 square feet or to other dimensional standards, including open space, building and driveway setbacks, or depth of on-site parking area. The applicant states that a 40-foot-by-125-foot lot provides additional depth, which can improve layout flexibility compared to a 50-foot-by-100-foot lot. The added depth allows for more usable rear-yard space, greater flexibility in building placement, and the ability to accommodate rear-loaded garages, resulting in a different development pattern and street-facing design along the frontage. Even with a 40-foot-wide lot, typical lot layout, driveway placement, and required setbacks generally still provide sufficient space to accommodate at least one on-street parking space in front of a lot, in addition to the required driveway area.

According to the applicant, the proposed amendment is intended to provide greater flexibility in residential lot design and allow for a wider range of housing types and site layouts in this district. The applicant further indicates that the request is consistent with the intent of the Community District as described in the LDC as a transitional residential area located between the West Town Center District and the surrounding Neighborhood and Workplace Districts to support residential development with strong street frontage interaction, pedestrian connectivity, and integrated circulation networks, including sidewalks, bikeways, alleyways, and on-street parking.

Since 2002, about 610 acres of the 1,201-acre PC-A district have been developed or set aside for conservation. Most development has occurred in the southern part of the district and has been primarily residential. To date, about 452 acres have been developed for residential use, resulting in 2,167 homes (including both single-family and multifamily units).

According to the Comprehensive Plan, no more than 721 acres of the PC-A district can

be used for residential development, and the maximum gross residential density for the 1,201-acre PC-A district is 4 units per acre. Therefore, about 261 acres of the 1,201 acres could still be developed for residential use. Based on residential development over the last 25 years, developed residential areas average about 4.8 units per acre. If the remaining 261 acres are developed at a similar level, about 1,250 more residential units could be built. In total, the full build-out of the allowed residential development area (721 acres) within the 1,201-acre site would result in approximately **3,400 homes** across the 1,201-acre PC-A district. This represents about **1,400 fewer homes** than the maximum allowed under the Comprehensive Plan, resulting in an overall gross density of approximately 2.85 homes per acre across the 1,201-acre district.

Overall, the proposed amendment maintains all existing density and intensity (non-residential square footage) limits and **does not increase** the total average daily vehicle trips per day or the allowable residential or non-residential development beyond what was approved in 2002 with the adoption of the Planned Community–Westside FLU designation.

PRESENTER: Tim Burman

ATTACHMENTS:

1.	Ordinance No. 2026-8	Ordinance No. 2026-8.pdf
2.	STAFF REPORT	STAFF REPORT .pdf
3.	Business Impact Estimate - ORD 2026-8 PC-A District LDC Amendment	Business Impact Estimate - ORD 2026-8 PC-A District LDC Amendment.docx

Tim Burman	Created/Initiated - 06/01/2026
Tim Burman	Approved - 06/01/2026
Shannon Balmer	Approved - 06/08/2026
Wayne Clark	Final Approval - 06/09/2026

ORDINANCE NO. 2026-8

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA AMENDING THE LAND DEVELOPMENT CODE CHAPTER 17 ZONING DISTRICT REGULATIONS, RELATING TO UPDATING THE PC-A ZONING DISTRICT REGULATIONS IN REPONSE TO CHANGING MARKET DEMANDS, BY REVISING THE LOCATIONS OF WHERE CERTAIN USES ARE ALLOWED WITHIN THE PC-A DISTRICT WHILE KEEPING CONSISTENT WITH THE CURRENT PLANNED COMMUNITY-WESTSIDE FUTURE LAND-USE DESIGNATION; RELATING TO MINOR REVISIONS FOR CLARITY IN DEVELOPMENT STANDARDS, REMOVING REDUNDANCIES TO IMPROVE CONSISTENCY IN THE APPLICATION OF THE CODE, PROVIDING EFFICIENCIES IN THE DEVELOPMENT REVIEW PROCESS, ALL IN SUPPORT OF FUTURE DEVLOPEMENT WITHIN THE PC-A DISTRICT; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the proposed amendment has been requested to update the PC-A zoning district regulations to support continued development of mixed-use zoning district in response to existing market demand, by revising the location of where uses are allowed to be development within the PC-A while remaining consistent with the current Planned Community-Westside Future Land Use designation; and

WHEREAS, the proposed amendments are necessary to improve the content of the existing Land Development Code (“Code”) as part of an ongoing maintenance effort to make the Code more efficient in its application as well as updated to respond to the current conditions in the community; and

WHEREAS, the Planning Commission has recommended amendments to the Land Development Code; and

WHEREAS, for purposes of this ordinance words with underlined (underlined) type shall constitute additions to the original text and words with strikethrough (~~strikethrough~~) type shall constitute deletions from the original text.

NOW, THEREFORE, BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA:

SECTION 1: The City Council of the City of Port Orange hereby amends Chapter 17, Section 29 of the Land Development Code, to read as follows:

Section 29: Planned community—Agricultural (PC-A) district.

The following regulations are specifically intended to provide the zoning and development framework for the planned community-agricultural (PC-A) zoning district. This area is identified on the city's future land use map as ~~p~~Planned ~~c~~Community ~~No. 1~~ Westside. The PC-A zoning district meets the locational criteria identified in section 28(b) above as well as in the future land use element of the city's comprehensive plan. The approved macro CDP for the PC-A zoning district is shown on Figure 17:1.

The entire PC-A zoning district ~~is currently~~when established was in agricultural use, and said agricultural use shall be allowed to continue as provided herein on an interim basis. The agricultural uses and restrictions are set forth in section 29(f) of this chapter.

(a) *Districts.* Given the size of the subject property, and the goals of the city and the landowner, it is necessary to have reasonable flexibility in the zoning regulations for the PC-A zoning district. In order to facilitate flexibility while maintaining reasonable zoning control of the development, the property is divided into four districts with four sets of development guidelines to reflect the unique character and intent of a given area. The four districts are: West Town Center District, Community District, Neighborhood District, and Workplace District.

~~(1) *West Town Center District*—Located in the northwest quadrant of the PC-A zoning district, immediately east of Tomoka Farms Road.~~

~~(2) *Community District*—Located to the north and south of the West Town Center District and west of the Workplace District.~~

~~(3) *Neighborhood District*—Located south of the Community District and west of the Workplace District.~~

~~(4) *Workplace District*—Located on the west side of I-95, east of the Neighborhood District, Community District, and West Town Center District.~~

The District boundaries are shown on Figure 17:2.

Figure 17:1

Planned Community-Agricultural
Macro Conceptual Development Plan

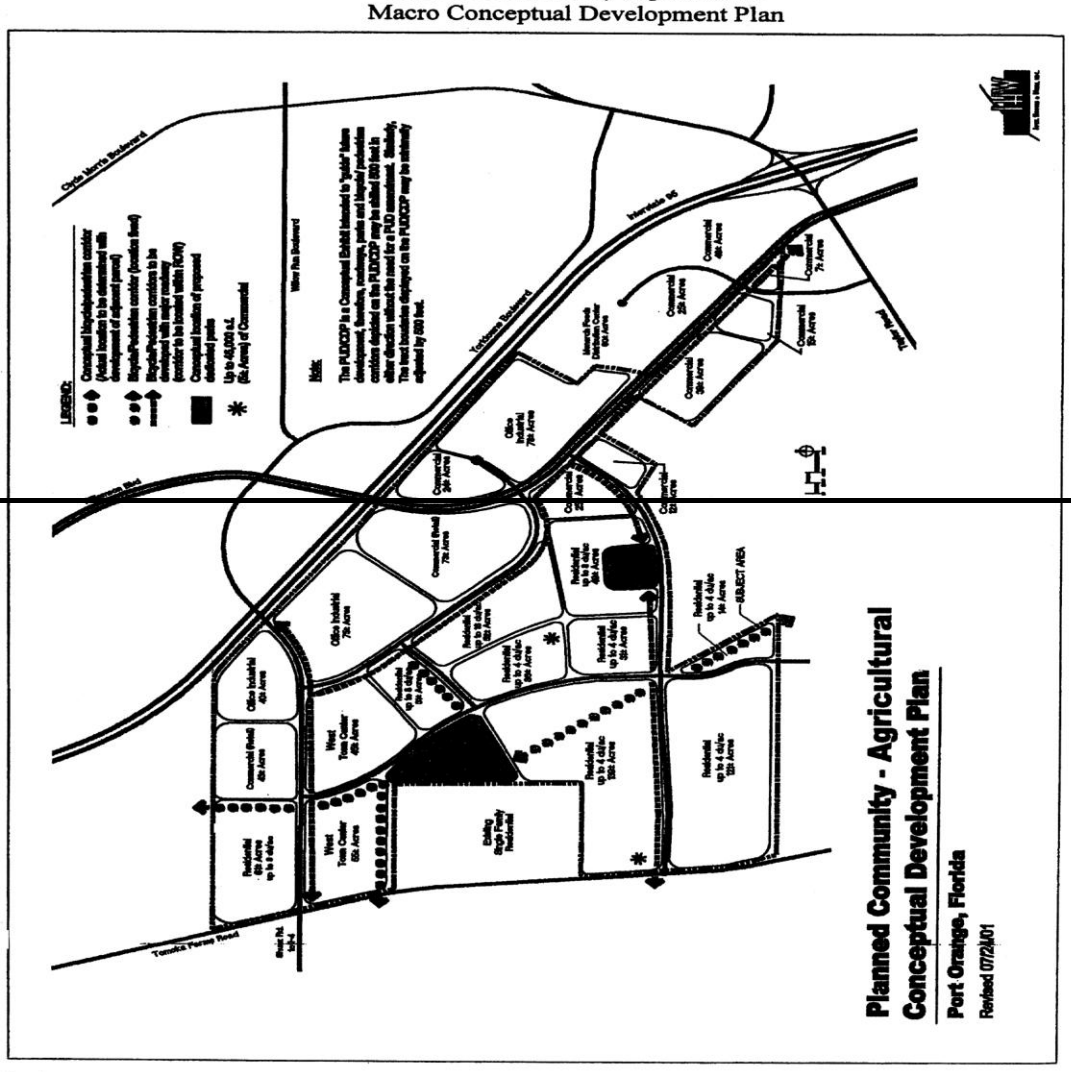


Figure17-1

Planned Community -Agriculture Macro Conceptual Development Plan

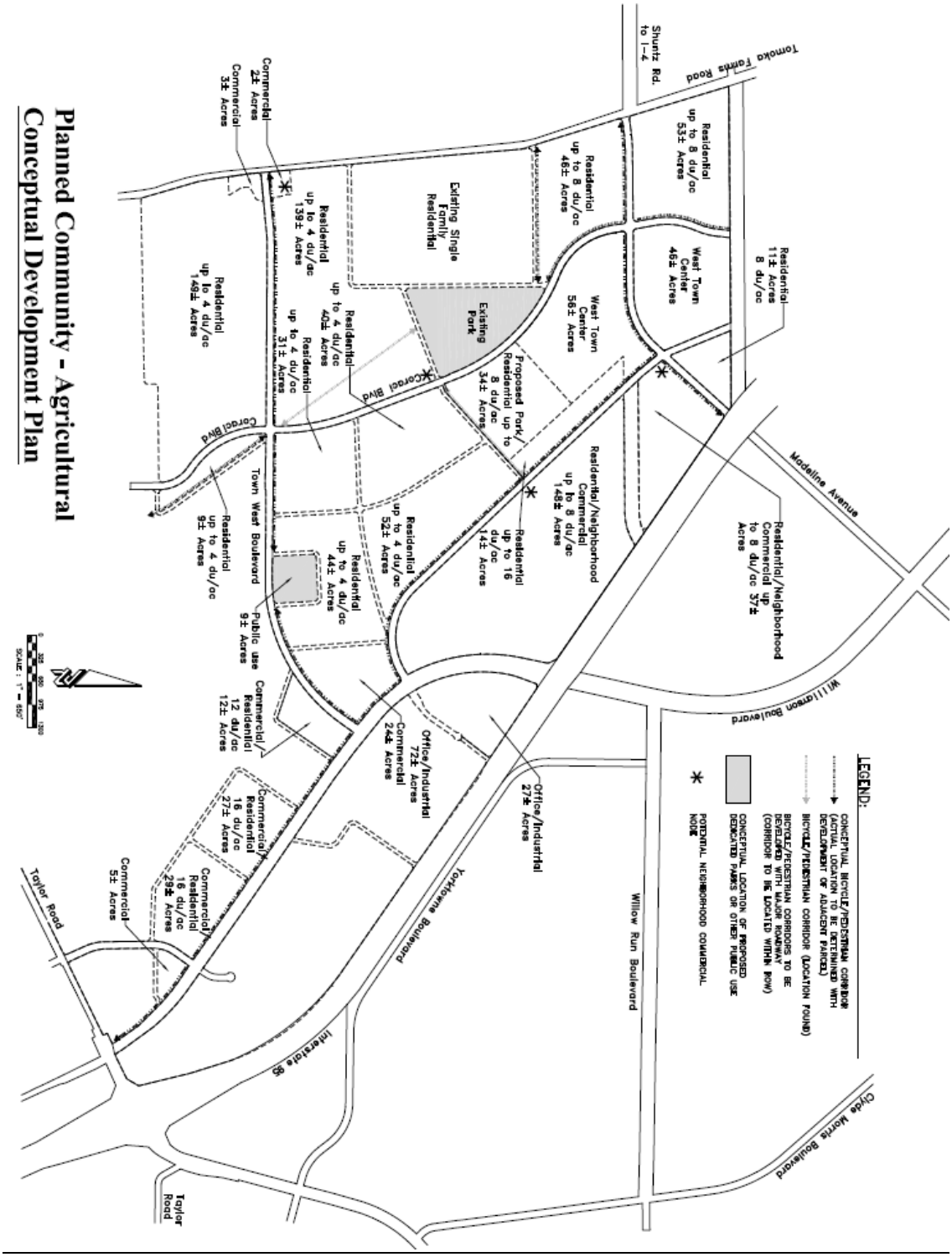


Figure 17:2

Planned Community-Agricultural
District Map

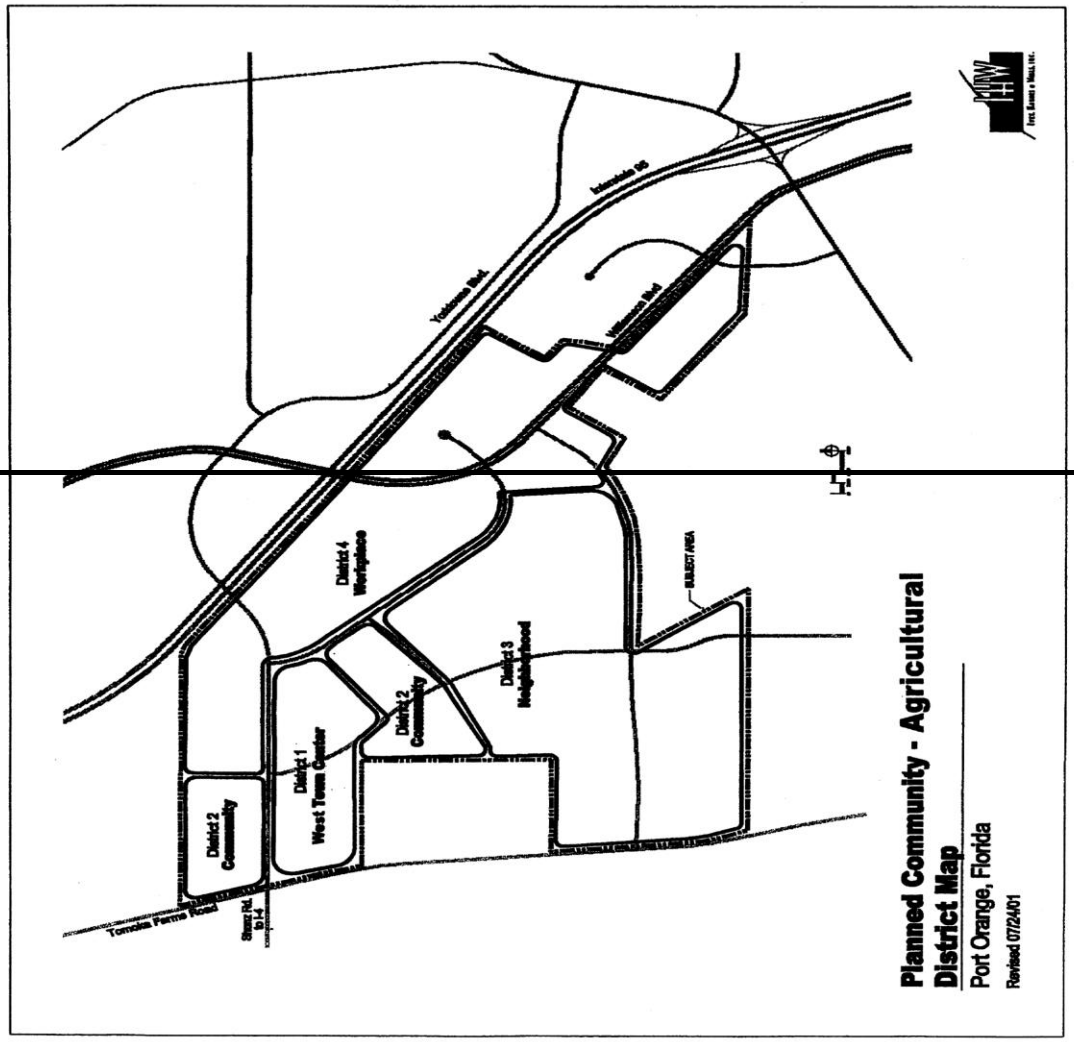
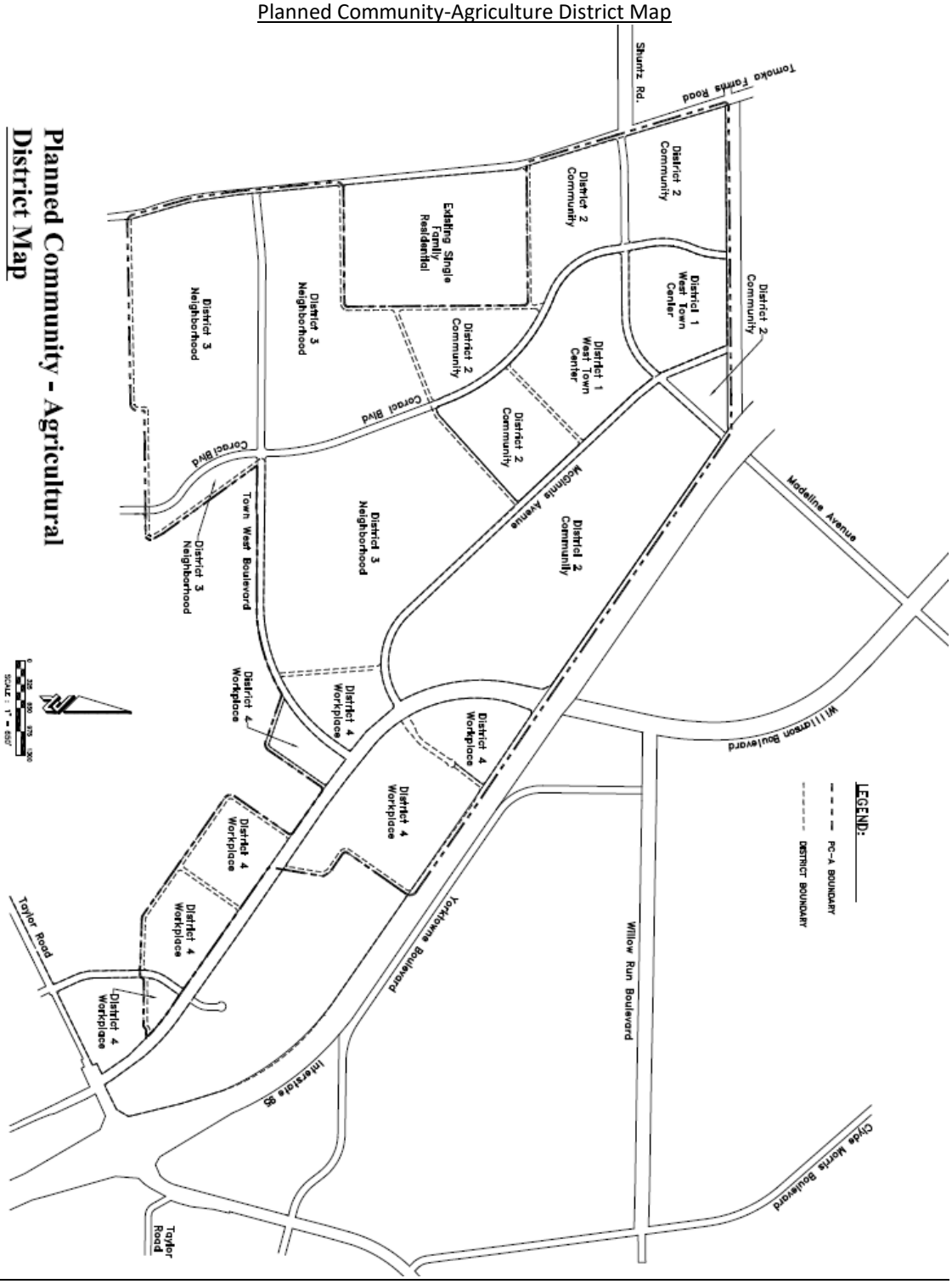


Figure17-2

Planned Community-Agriculture District Map



(b) ***West Town Center District.***

(1) *Purpose and intent.* This district is established to create a compatible mixture of commercial, cultural, educational, governmental uses in a pedestrian-oriented town center. This district will be a focal point for the community and will draw all elements of the project together to form a cohesive mixed-use environment. The West Town Center is dedicated to collective social activity, education, and recreation in a traditional commercial and residential environment which nurtures a unified sense of community.

It is the goal of this district to provide for "traditional town development," bringing together a variety of housing types, offices, shopping and professional services, and public facilities to support a heterogeneous resident population. Planning, design, and development objectives of this district include:

(a) A strong sense of community identity, based upon a shared, coherent, and functionally efficient mixed-use environment.

(b) Building, open spaces, and other visual features that act as landmarks, symbols, and activity centers to establish community identity.

(c) On-street parking and centralized parking facilities to collectively support principal uses in the district.

(d) A coordinated transportation system with a hierarchy of facilities designed for pedestrians, bicycles, public transit, and the automobile.

(e) A built environment that is pedestrian-friendly and handicapped-accessible.

(f) Compatibility of buildings and other improvements as determined by their arrangement, bulk, form, character, landscaping, and architectural style to establish a diverse, livable and harmonious urban form.

(2) *Permitted uses.*

(a) Those uses permitted in the GPU zoning district~~, as described in section 26 of this chapter, including public schools, post offices, and municipal buildings~~.

(b) Agricultural uses as defined by section 29(f).

(c) Those uses permitted in ~~R-3H, PO, and CC~~ the Mixed Use Center (MXC) ~~-~~zoning district~~s~~ along with residential town-homes~~, unless specifically prohibited herein~~.

~~(d) Multi-use buildings (provided that the individual uses are approved herein).~~

~~(e) Bed and breakfast inns of less than 10,000 s.f.~~

(d~~f~~) Parking garages.

(e~~g~~) Community recreational facilities.

~~(3) *Permitted uses with special development requirements.* Except for those uses prohibited below, permitted uses with special development requirements shall include those in the R-3H, CC, and PO zoning districts. The administrative official shall have the authority to waive any special development requirements for the permitted uses above, as normally required by chapter 18 of this code.~~

~~(4) *Special exception uses.* Except for those uses prohibited below, special exception uses for the R3-H, PO, and CC zoning districts are also special exception uses in the West Town Center District.~~

~~(5) *Prohibited uses.*~~

~~(a) Camouflaged and monopole communication towers.~~

~~(b) Cemeteries.~~

~~(c) Drive-through facilities on any building.~~

~~(d) Fleet-based services.~~

~~(e) Guyed and lattice communication towers.~~

~~(f) Kennels or outdoor animal boarding facilities.~~

~~(g) Motor vehicle and boat storage facilities.~~

~~(h) Motor vehicle service stations.~~

~~(i) Single-family detached dwellings.~~

~~(j) Stand-alone convenience stores with fuel operations.~~

~~(k) Warehousing, to include mini-warehousing and office/warehouse facilities.~~

~~(l) Wastewater or water treatment plants.~~

(~~6~~3) *Dimensional requirements*

Max. building height[1]	48 ft.
~~Min. building height~~	~~24 ft.~~
Min. lot size	2,000 s.f.
Min. lot width	25 ft.
Min. living area	600 s.f.
Building coverage	90%[2]
Max. Setbacks (build-to lines)	
Front yard [3]	10 ft. for ground floor
	0 ft. for arcades and upper floors
Side yard	0 ft.
Rear yard	10 ft.
Open Space	30% of district as a whole
Common Open Space	⅔ of min. open space required

1. Towers, widow's walks, parapet walls and rooftop equipment screening may extend a maximum of five feet above the maximum building height.

2. If required landscaping can be met through provision of landscape planters, street trees, etc., then the building coverage may equal 100 percent.

3. Residential developments with parking in front of structure must comply with parking design requirements in Chapter 12, Section 6.

(~~7~~4) *Residential densities.* Residential development shall occur at a maximum density of 16 units per acre. ~~However, the maximum density may be increased to 24 units per acre provided that the developer/applicant can demonstrate to the satisfaction of the administrative official that at least 20 percent of the units will qualify as affordable to low-income families for a period of 15 years.~~

(~~8~~5) *Parking.* Given the compact, urban, pedestrian-friendly nature of the West Town Center District, a greater percentage of trips are accomplished through non-motorized means than would normally be the case in a pure suburban environment. Therefore, special parking requirements are warranted for the various types of uses in this district. These minimum requirements shall be as follows:

Office—1 space/500 square feet of gross leasable area

Commercial—1 space/400 square feet of gross leasable area

Institutional—1 space/400 square feet of gross finished floor area

Residential—1.5 spaces/unit

Bicycle parking shall be provided as per chapter 12 of this code.

Parking requirements for buildings in this district may be met by demonstrating that parking spaces are available on-street, in shared parking facilities ~~noted on the micro CDP,~~ or in private off-street parking lots.

~~(9) *Signage*. Within this district, signage shall be as provided in chapter 15 of this code.~~

(6~~10~~) *Design guidelines.* Because of its more urban, rather than suburban nature, the West Town Center District requires specific architectural guidelines in addition to those found in chapter 14 of this code.

(a) *Mix of uses.* Development is intended to be mixed-use, in which multiple permitted uses are allowed to take place in a single building. However, in no event shall non-residential uses be allowed over residential uses.

(b) *Urban densities.* This district is intended to be developed at an urban scale. Building coverage may equal 100 percent. Infrastructure shall be master-planned for each development to include stormwater management, water and sewer service, parking facilities, and parks/open space.

(c) *Street and block layout.* Minor collectors and local streets shall generally be arranged in a linear, gridded network. All streets within this district shall be public streets~~.~~, except where landscaping or street trees are proposed within the right-of-way. In such cases, the street shall be designated as a private right-of-way, and the property owner or developer shall be responsible for maintenance of all improvements within the right-of-way. The maximum length of blocks shall be 1,000 feet. Alternative block lengths may be approved by the Administrative Official through the site plan review process, provided that adequate design elements are incorporated to visually and functionally break up the block and that sufficient provisions for emergency access are maintained. Alleys may run through the center of each block to provide access to detached garages located at the rear of each residential lot. Alleys ~~may be public or may be~~shall be privately owned and maintained by a property association.

(d) *Roadway design*. The administrative official shall allow for alternative roadway designs within the West Town Center district and community district in order to: Establish a pedestrian, urban, streetscape, with patterns of streets and blocks arranged to provide comprehensible and interesting routes of travel; Provide for landscaping and street art within the right-of-way for a boulevard like appearance and/or; Allow for multiple uses within the right-of-way that are consistent with the overall urban setting of the West Town Center district.

(~~d~~e) *Pedestrian friendly.* To ensure that the West Town Center District is pedestrian-friendly, the following requirements shall be implemented:

(1) *Landscaping.* The West Town Center District shall be landscaped with materials containing a minimum 70 percent native vegetation. The quality and size of all plant materials used shall be as provided in chapter 13 of this code. Landscaping along streets shall include no less than three shade trees every 100 feet. ~~Palm trees, as defined in chapter 13 of this code may be substituted for shade trees, provided that at least two palms are substituted for each shade tree.~~ In either case, the tree type shall be consistent on both sides of the street within each block. ~~Such~~ Street trees or landscape shall not ~~may~~ be placed in ~~the~~ a public right-of-way~~. through an agreement with the city~~.

~~(2) *Water features.* Water features, such as fountains, reflecting pools, and aquatic gardens, may be used on site. Lakes smaller than 1,500 s.f. (measured at normal water level) are prohibited unless a decorative fountain is also provided or unless the lake is located at the base of a "waterfall" design feature.~~

(3) *Street furniture.* The use of street furniture is encouraged. Street furniture shall include outdoor seating, kiosks, sculptures, bicycle racks, tree grids, trash receptacles, and

fountains ~~and telephone booths~~. Street furniture should be consistent with architectural theme for the balance of the project.

(4) *Lighting.* Lighting should be compatible with traditional, architectural styling to include decorative bases, poles, brackets and finials. ~~Poles should be mounted in at-grade concrete footings. Lighting lamps shall be either high-pressure sodium or metal halide.~~ Lighting shall provide security for the residents, visitors, and workers at the West Town Center but shall not create glare to the surrounding neighborhoods. ~~Illumination shall be provided downward vs. outward. Light pole height should not exceed 15 feet. Lighting shall be provided at no more than 50-foot intervals.~~

(5) *Sidewalks.*

(a) All streets within the West Town Center shall have sidewalks on both sides.

(b) Sidewalks shall be a minimum of ten feet in width along ~~the north-south collector road, the west side of the north-south arterial road, the south side of the east-west arterial road~~Coraci Boulevard, McGinnis Avenue, and Madeline Avenue, and around the town square. Sidewalks shall be a minimum of eight feet in width in all other locations in this district.

(c) The first four feet of the sidewalk, measured from the face of curb, shall be used for fire hydrants, benches, trash receptacles, ~~newspaper stands,~~ traffic signs, bike racks and light poles.

(d) ~~Sidewalks at street intersections shall be sloped in such a manner as to accommodate handicapped access with the use of two curb cuts and/or ramps at each street intersection.~~ The Administrative Official may approve alternative sidewalk layout, width, and placement of site furnishings through the site plan review process when it is demonstrated that the proposed sidewalk layout, width, and placement of site furnishings provides adequate pedestrian connectivity and access within the development and to adjoining areas.

(~~e~~f) *Parking/access.*

~~(1) Off-street surface parking lots shall be separated from the street by buildings or by decorative brick or stucco walls that are at least three feet in height, measured from the highest finished grade elevation adjacent to the nearest parking space.~~

(~~2~~1) Parking garages shall include architectural treatments compatible with buildings or structures that occupy the same street. Parking garages shall have pedestrian access to the street. Street-front stores and offices on the first floor of parking areas shall be permitted and encouraged.

(~~3~~2) On-street parallel or diagonal parking is permitted throughout the West Town Center District. A License Agreement or other mechanism may be required to address maintenance of on-street parking.

(~~4~~3) To encourage bicycle use, each parking lot or garage shall include at least one bike rack, which will accommodate at least one bicycle per ten required automobile spaces. The bicycle racks shall be located outside of the public right of way. Deferral of required bicycle parking facilities shall be allowed as per chapter 12, section 4(d)(2).

(~~5~~4) ~~Driveways on adjacent properties shall be allowed to abut one another. Alternately,~~Driveway setbacks in chapter 12 may be waived by the administrative official for adjacent properties ~~shall be allowed to~~that share one or more common driveways, so

long as access easements allowing this to occur are submitted to the city for review or are recorded on the subdivision plat for said property.

(~~f~~g) *Focal point for passive recreation/community involvement.*

(1) The focal point of the West Town Center District shall be a town square. The town square shall measure at least 100 feet by 100 feet, and shall include a community icon such as a fountain, statuary, or large tree.

~~(2) There shall be a commons generally running east to west through the district, from the principal north/south arterial road to Tomoka Farms Road. The commons shall intersect the district focal point~~.

(~~3~~2) To promote community cohesiveness, the West Town Center District shall be located near a community park and ~~a series of community~~ pathways to move pedestrians from surrounding areas into the West Town Center District and park.

(~~g~~h) *Design cohesiveness.* Design cohesiveness is required. Certain design elements shall be regulated to achieve cohesiveness, including streetscape transitions, walls, roofs, exterior color and materials, windows and doors, awnings, balconies and signage. The city may authorize alternative design standards through the site plan review process so long as adequate design elements are included to meet the intent and purpose of this section.

(1) *Streetscape transitions.* Height and scale shall be compatible with that of surrounding development. In order to accomplish appropriate facade transitions, and to maximize city streetscape aesthetics, the following transitional techniques shall be applied to new development and redevelopment when within 300 feet of an existing building:

(a) Buildings shall be designed to provide transitional elements and architectural features (architectural style, scale, design details, construction materials and the like) that are architecturally compatible with adjacent structures. Buildings that are twice the height, or greater, than an adjacent structure shall also provide transitional elements that serve to minimize significant differences in building heights.

(b) The pattern of placement, proportions and materials of windows and doors shall be harmonious with surrounding structures.

(c) The ratio of wall surface to openings and the ratio of width and height of windows and doors shall be consistent and compatible with surrounding structures.

The requirements contained in items (a), (b), and (c) above may be waived where the administrative official determines that city aesthetics would be enhanced by a change in the pattern of development that has been previously established by adjacent structures. In such a case, the city shall determine the appropriate style and exterior materials for the new development or redevelopment.

(2) *Walls.* Facades in excess of 60 feet in length shall incorporate design features including, but not limited to staggering the facade walls; interrupting the building plane with either "offsets" or protruding columns of at least three feet in depth, or overhangs, balconies, awnings, or arcades. The intent is to avoid the adverse visual impact of a "canyon" effect, which may be unintentionally produced by an uninterrupted series of flat walls. In addition, the first floor of all buildings shall be distinguished from the upper floors through the appropriate use of a different material or color, awnings, balconies, arcades, cornices, etc. Together, these requirements will create a development pattern that is pedestrian in scale, and which draws the attention of the pedestrian to the street level.

~~(3) *Roofs.* Roofs shall be of gable, hip or flat styles. If gable or hip, then barrel tile, slate, concrete or standing seam metal roofs shall be used. The minimum slope of pitched roofs shall be 4:12. Decorative cornices with significant three-dimensional relief shall be required on all flat roofs.~~

~~(4) *Exterior color and materials.*~~

~~(a) Generally accepted exterior facing materials shall include, on all facades that are or will be exposed to the general public, brick, tinted and textured or split-faced concrete masonry blocks, exposed aggregate, stone, architectural concrete and cellulose fiber-reinforced cement building boards.~~

~~(b) Stucco shall be permitted so long as, horizontally, the exposed exterior stucco surface does not exceed 50 percent of any facade, unless deemed to be integral to a recognized architectural style, such as "Mediterranean."~~

~~(c) Colors shall be earth-tones and pastels, as defined in this code. Other colors, excluding fluorescents, maybe permitted as accent colors, not to exceed 20 percent of the surface area of any one elevation.~~

(~~5~~3) *Windows and doors.* Windows and doors in commercial structures shall comprise no less than 60 percent of a building's front wall. For corner buildings, both corner walls shall comply with this criteria. Windows and doors shall be architecturally compatible with the balance of the project. In commercial buildings, doors which would be used by the public or which face a public right of way shall be at least 30 percent transparent or translucent. Use of reflective glass shall be prohibited on exterior windows and doors.

~~(6) *Awnings.* Fabric awnings shall be permitted. Metallic and plastic awnings shall be prohibited. Awnings shall not be illuminated internally.~~

~~(7) *Balconies.* Balconies shall be permitted provided that they fall within the vertical roofline of the building.~~

~~(8) *Signage.* Signs, as permitted by this code, shall be designed to be compatible and integral with the structure to be identified. Sign boards, canopies, fascias and other architectural features shall be designed to incorporate signage or a uniform sign program as applicable. The base treatment of all freestanding signs shall be compatible with the principal structure with regards to style, color and finish. No sign base or sign face shall use any color not permitted by this section.~~

(~~9~~4) *Dumpsters.* Dumpsters shall be located in areas which are generally not visible to the public~~. Dumpsters which are otherwise exposed to the public~~ and shall be screened ~~through landscaping or structural means~~as required in chapter 14.

(~~h~~i) *Commercial development within the West Town Center District.* The following requirements shall apply to commercial uses throughout the West Town Center District:

(1) The maximum ground-floor footprint of any commercial building shall be 50,000 square feet. The maximum total square footage per building shall be 150,000 square feet.

~~(2) The maximum linear footage for a continuous, single tenant of a building shall be 100 feet. However, a single tenant of a building may design, construct, and "sign" a building in such a way that the intent of this regulation is achieved by having different facade, signage and entries for different product lines. For example, a store offering groceries and drugs could have a 200-foot front facade if the pharmacy has a separate entry, with unique signage and facade treatments from the main grocery entry.~~

(2~~3~~) The rear of a building shall not face the principal roadway. This standard may be modified during site plan review where the Administrative Official finds that sufficient architectural,

landscape or similar aesthetically acceptable screening is incorporated into the design such that the façade does not have the appearance of a rear façade of a structure.

(c) ***Community district.***

(1) *Purpose and intent.* This district is ~~located to the north and south of the West Town Center District. It is~~ intended function as a transition area between the West Town Center District and the Neighborhood and Workplace Districts. The primary land use of this district is residential. Recreational, institutional, commercial, and conservation/open space uses are also allowed in this district, provided that the location and intensity of such uses are approved by the City of Port Orange during the micro region review process. Strong interaction with the street front is encouraged by minimization of front yard setbacks. A network of sidewalks and bikeways shall connect this district to the West Town Center. Alleyways are allowed and encouraged. On-street parking is also allowed.

(2) *Permitted uses.*

(a) Those uses permitted in the R3-L and R-3M zoning districts~~, as described in sections 11 and 12 of this chapter~~.

(b) Town homes/row homes.

(c) Single-family detached dwellings.

(d) Duplex units.

(e) All permitted uses under the NC and PO zoning districts, but only in areas specifically designated on the macro ~~and micro~~ CDP~~s~~.

(f) Agricultural uses as defined by subsection (f) below.

(g) Those uses permitted in the GPU zoning district.

(3) *Permitted uses with special development requirements.* Permitted uses with special development requirements shall include those in the R-3L, R-3M, NC, and PO zoning districts. In addition, the following uses shall be included:

(a) Garage apartments (chapter 18, section 4(b)5.2).

(b) Live-work units (chapter 18, section 4(b)9.5).

The administrative official shall have the authority to waive any special development requirements for the permitted uses above, as normally required by chapter 18 of this code.

(4) *Special exception uses.* Except those uses prohibited below, special exception uses for the R3-L, R3-M, NC and PO zoning districts are also special exception uses in the community district.

~~(5) *Prohibited uses.*~~

~~(a) Camouflaged and monopole communication towers.~~

~~(b) Guyed and lattice communication towers.~~

~~(c) Fleet-based services.~~

~~(d) Mobile home and manufactured home units.~~

(~~6~~5) *Dimensional requirements.*

STANDARD	RESIDENTIAL	NON-RESIDENTIAL
Max. building height[1]	~~36~~ 45 ft.	36 ft.
Min. lot size	Townhouse — 2,000 s.f.	10,000 s.f.
	Single-family and Duplex — 5,000 s.f.	
Min. lot width	Townhouse — 20 ft.	100 ft.

	Single-family and Duplex — ~~50~~ 40 ft.	
Min. living area	900 s.f.	N/A
~~Building~~ Impervious coverage for Individual Lot	~~4~~60%	~~4~~60%
Setbacks		
Front yard	10 ft. min.[2]	10 ft. min.
Side yard	0 ft. for attached units.	10 ft. min.
	5 ft. for detached units and rear-yard accessory structures, including detached garages.	
Rear yard	For lots with garages accessed from the street, 15 ft. min. for the principal structure and 5 ft. for the garage. For lots with detached garages accessed from rear alleys, 25 ft. min. for the principal structure and 10 ft. for the garage.	25 ft. min.
Open Space for Individual Lot	40%[3]	40%
Open Space for a Subdivision	40%[4]	40%
Common Open Space	½ of min. open space required	~~½ of min. open space required.~~N/A

1. Towers, widow's walks, parapet walls and rooftop equipment screening may extend a maximum of five feet above the maximum building height.

2. ~~Front porch steps may encroach into the setback.~~ Residential developments with parking in front of structure must comply with parking design requirements in Chapter 12, Section 6.

3. For individual single-family residential lots, open space = 35%

~~4~~. The overall subdivision open space of 40% may be met through conveyed open space outside of a specific property, subject to an agreement with the City of Port Orange.

(~~7~~6) *Residential densities.* As shown on the macro CDP (Figure 17.1). ~~Residential development shall occur at a maximum density of eight units per acre. However, the maximum density may be increased to 12 units per acre provided that the developer/applicant demonstrate to the satisfaction of the administrative official that the four additional units per acre will qualify as affordable to low-income families for a period of 15 years.~~

(~~8~~7) *Parking.* Minimum parking requirements for this district shall comply with Chapter 12, except for the following uses~~be as follows~~:

Office—One space/300 square feet of gross leasable area

Commercial—One space/300 square feet of gross leasable area

~~Residential—Two spaces/unit~~

For non-residential development, bicycle parking shall be provided as per chapter 12 of this code. ~~Parking requirements for buildings in the this district may be met by demonstrating that parking space are available on-street, in shared parking facilities noted on the micro CDP, or in private off-street parking lots. Abutting users may share parking as provided in chapter 12 of this code. All off-street parking areas for exclusively non-residential uses shall be located to the rear of the building.~~

~~(9) *Signage.* Signage requirements within this district shall be as provided in chapter 15 of this code.~~

~~(10) *Design Guidelines*~~

~~(a) *Architectural design.* Unless otherwise noted, the architectural design requirements for non-residential buildings in this district is contained in chapter 14 of this code. In addition, the proposed architectural treatment shall be generally similar to surrounding development with regard to building height and bulk, elevation design, colors and exterior finish materials.~~

~~Special provisions for gas station pump island canopies associated with convenience stores with fuel operations are as follows:~~

~~(1) Architectural design shall be consistent with the principal structure in terms of colors, materials, finishes, and style.~~

~~(2) Decorative rooftop design embellishments shall be provided, such as dormers, cupolas, clerestory windows, and weathervanes, if such are used on the principal structure.~~

~~(3) The supporting columns shall be of sufficient width so as to appear "structural" in proportion to the canopy, as consistent with the architectural style of the principal structure.~~

~~(4) Bollards shall be painted to match or be compatible with the color of the canopy and principal structure.~~

~~(5) The fascia beneath the pump island canopy roof shall incorporate a decorative molded cornice, if such is used as part of the design of the principal structure. The cornice must incorporate "significant" three-dimensional relief to be considered decorative.~~

~~(6) The maximum height of the pump island canopy fascia shall be 6 inches. The height of the fascia shall be proportional to the sloped roof of the canopy and principal structure, and not exaggerated to allow room for signage. The height of the fascia can only be increased if a roof overhang is provided, such that the appearance of the fascia height increase is minimized. The overhang must extend 2 inches beyond the fascia for every inch the height of the fascia is increased.~~

~~(7) Lighting fixtures underneath the canopy shall be recessed so as to minimize off-site glare and light intrusion. No part of the light fixtures shall project downward beyond the bottom of the canopy.~~

~~(8) The maximum clearance between the pavement and the canopy ceiling shall be 14.5 feet.~~

~~(9) The maximum height of the canopy shall be no greater than that of the principal structure.~~

~~(b) *Street and block layout.* Minor collector and local streets shall generally be arranged in a linear, gridded network. All streets in this district shall be public streets. Therefore, gated communities shall be prohibited. The maximum length of blocks shall be 1,000 feet. Alleys may run through the center of each block to provide access to detached garages located at the rear of each residential lot. Alleys may be public or may be privately owned and maintained by a homeowners association.~~

~~(c) *Residential lot design.* Residential buildings shall be raised a minimum of 18 inches above the grade of adjacent sidewalks to afford a measure of privacy in lieu of a greater front yard setback. Garages may be accessed from the street or from rear alleys. Front-loaded garages accessed from the street shall be prohibited.~~

(d) ***Neighborhood district***

(1) *Purpose and intent.* This district is intended to accommodate a variety of standard suburban housing types at varying densities. Single-family, two-family, and multi-family housing shall be permitted. Other types of housing developments not specifically stated in this code shall be allowed at densities equal to those shown on the macro CDP for this district. Neighborhood-scale office and commercial developments are appropriate for this district. Such non-residential developments are intended to be pedestrian-friendly, and are therefore located relatively close to the street.

(2) *Permitted uses.*

(a) Those uses permitted in the R3-L, R-3M, and R-3H zoning districts~~, as described in sections 11, 12, and 13 of this chapter~~.

(b) Town homes/row homes.

(c) Single-family detached dwellings.

(d) Duplex units.

(e) Other types of residential dwellings not specifically referenced in this code, such as triplexes and quadroplexes.

(f) Within those areas specifically designated on the macro CDP for neighborhood commercial, those uses in the NC and PO zoning districts are permitted.

(g) Agricultural uses are permitted as defined by subsection (f) below.

(3) *Permitted uses with special development requirements.* Permitted uses with special development requirements shall include those in the R-3L, R-3M, R-3H, NC, and PO zoning districts. Such uses shall meet all applicable special development criteria as outlined in chapter 18, section 4 of this code. In addition, the following use shall be included:

(a) Garage apartments (chapter 18, section 4(b)5.5).

(4) *Special exception uses.* Those noted in the R-3L, R-3M, R3-H, NC, and PO zoning districts are also special exception uses in the neighborhood district, and shall meet all applicable special development criteria as outlined in chapter 18, section 3 of this code.

~~(5) *Prohibited uses.* Mobile home and manufactured home units shall be prohibited in this district.~~

(~~6~~5) *Dimensional requirements.*

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STANDARD	DETACHED RESIDENTIAL	ATTACHED RESIDENTIAL	NONRESIDENTIAL
Max. building height[1]	36 ft.	36 ft.	36 ft.
Min. lot size	5,000 s.f.	1,800 s.f. per unit	10,000 s.f.
Min. lot width	50 ft.	18 ft. per unit	100 ft.
Min. living area	1,000 s.f.	600 s.f.	N/A
Building coverage	35%[2]	40%	35%
Setbacks			
Front yard	25 ft.	15 ft.	Equal to width of right-of-way landscape buffer
Side yard	5 ft. for lots ≤ 65 ft. wide[3] 7.5 ft. for lots>65 ft. wide	0 ft. for attached units, 15 ft. between buildings	7.5 ft.
Side corner	20 ft.	Equal to front setback	Equal to front setback
Rear yard	20 ft.	25 ft.	30 ft.
Open Space	40%	40%	40%
Common Open Space	⅓ of min. open space required[4]	⅓ of min. open space required	⅓ of min. open space required

[1] Towers, widow's walks, parapet walls and rooftop equipment screening may extend a maximum of five feet above the maximum building height.

[2] Maximum building coverage for detached single-family residential lots may be increased up to 50 percent of the total lot area provided the development requirements for the subdivision as a whole, as listed in chapter 17, subsections ~~29(d)(9),~~ 29(d)(~~10~~8), ~~29(d)(12)~~ and 29(~~m~~k)(4) are met and provided that the lot does not extend into a St. Johns River Water Management District Conservation and maintenance easements.

[3] The following appurtenances shall be allowed to encroach three feet into the side-yard setback; air conditioning equipment, pool pumps and related equipment, other equipment appurtenant to the residential use where otherwise permitted to be located outside, concrete pads associated with air conditioning equipment, and garage stoops.

[4] For lots with a maximum building coverage of 50 percent, the amount of common open space required in chapter 17, subsection 29(d)(~~6~~5) shall be based on the smallest lot size in the subdivision. The common open space shall be 100 percent of the requirement for lot size 5,000—5,999 SF, 75 percent of the requirement for lot size 6,000—6,999 SF or 50 percent of the requirement for lot size greater than or equal to 7,000 SF.

(~~7~~6) *Residential densities.* As shown on the macro CDP (Figure 17.1) ~~this district includes six micro regions. Of the six, four are to be developed at a density of up to four units per acre; one is to be developed at up to eight units per acre; and one is to be developed at up to 16 units per acre~~.

(~~8~~7) *Parking.* Minimum parking requirements for this district shall be as follows:

Office—One space/500 square feet of gross leasable area

Commercial—One space/400 square feet of gross leasable area

Institutional—One space/400 square feet of gross leasable area

Industrial—One space/500 square feet

Bicycle parking shall be provided as per chapter 12 of this code.

~~(9) *Signage.*~~

~~(a) Signage requirements shall be as provided in chapter 15 of this code.~~

~~(b) Signage for detached residential development with a building coverage greater than 35 percent per lot and less than or equal to 50 percent per lot shall be as provided below.~~

~~(1) Each residential subdivision or residential development shall be required to design and construct a subdivision entry sign and entry features along all abutting major collector roads within Planned Community No. 1.~~

~~(2) Size (ground area) of the entry features and associated subdivision entry sign shall be required at the rate of 150 square feet per residential lot or unit within a development. Total square footage of the entry feature will be based upon the total number of lots within all phases in the subdivision.~~

~~(3) The design of the entry feature enhancements proposed by the developer shall be subject to review by staff, the planning commission, and subject to final approval of the city council.~~

~~(4) Entry features that meet the definition of common open space that are incorporated into the entry feature will count toward both the common open space calculation and the entry feature calculation.~~

(~~10~~8) *Play area requirements.* A residential subdivision or residential development with a building coverage greater than 35 percent and less than or equal to 50 percent shall be required to provide 20,000 square feet of open contiguous common area for every 250 or fewer residential lots, within the subdivision or development or phase thereof. Such areas shall consist of the following, at a minimum:

(a) A graded, well-drained lawn, sodded with Bahia grass, and regularly mowed. The grade of the lot shall be consistent with the graded height of adjacent lots, so as not to allow excess run-off to drain onto adjacent residential properties.

(b) A minimum of four benches provided around the perimeter of the lawn, one on each side. Benches shall at least six feet long.

(c) A decorative fence at least four feet in height constructed around the play area and include openings for access.

(d) Landscaping to meet the requirements of a design type 2 buffer outlined in chapter 13, section 5(b) of this code shall be installed around the perimeter fencing. Trees may be placed on either side of the fence, provided a majority are located along the outside. Required shrubs shall be located along the outside perimeter of the fence. This landscaping shall be irrigated per the requirements of chapter 13 of this code.

(e) The size of the required play area may be reduced by 5,000 square feet if playground equipment is installed. Play equipment shall consist of the following:

(1) Modular play equipment - minimum 1,400 square feet.

(2) Swingset - minimum 12 feet long, four seats.

(3) Tot play equipment - minimum 150 square feet.

(4) All playground equipment shall be placed in an area that is mulched, or which has a bed of sand, recycled tires, or similar impact-cushioning material.

(f) The play area shall be connected to a public street and sidewalk, so that it is accessible to all residents.

(g) One paved handicapped parking space shall be provided on-site. The handicapped parking shall comply with all ADA requirements. No other on-site parking shall be required.

(h) In cases where the size of a residential subdivision or residential development shall require more than one play area, the play areas shall not be amalgamated, but shall be dispersed throughout the residential subdivision or residential development, so as to be within walking distance for the majority of nearby residents.

(i) All open areas shall be maintained by the owners association of the residential subdivision or residential development or specific phase thereof.

~~(11) *Design guidelines.* The architectural design requirements for this district are contained in chapter 14 of this code. In addition, the proposed architectural treatment shall be generally similar to surrounding development with regard to building height and bulk, elevation design, colors and exterior finish materials. The design requirements for gas station pump island canopies shall be the same as for the community district, as described above.~~

(~~12~~9) *Restriction disclosure notice requirement.* The property owner shall disclose the lots eligible for the increased lot coverage restriction on the subdivision plat in the form of a plat note. The city shall require the property owner to sign, notarize and record a restriction disclosure notice in the Public Records of Volusia County, Florida, instantly after the recording of the plat.

(e) ***Workplace district.***

(1) *Purposes and intent*. The primary use of this district shall be for commercial and industrial purposes; however, some multifamily residential and senior independent living community uses may be permitted nearby employment centers and commercial development that serves the general and specialized shopping needs and services of the residents, pursuant to the conditions provided by subsection 2(c) below. Although development in this district is expected to provide a regional employment base and cater to the local and regional market, there shall also be a link between the various uses within the district and other districts~~, especially the west town center district and the community district~~, and the adjacent regional commercial node.

(2) *Permitted uses*. The macro CDP recognizes two primary categories of uses in the workplace district: commercial and office/industrial; however, multifamily residential and senior independent living community uses may be incorporated into the workplace district as detailed in subsection (c) below.

(a) *Commercial.*

(1) *Permitted uses*. Permitted uses shall be the same as for the HC and ICD zoning districts, as described in this chapter. Agricultural uses shall be permitted as provided by subsection (f) below. Residential uses shall be permitted as provided by subsection (c) below.

(2) *Permitted uses with special development requirements.* Permitted uses with special development requirements, shall be the same as for the HC and ICD zoning districts, and shall meet all applicable special development criteria as outlined in chapter 18, section 4 of this code.

(3) *Special exception uses.* Except those uses prohibited below, special exception uses noted in HC and ICD zoning districts are also special exception uses in the commercial sub-district, and shall meet all applicable special development criteria as outlined in chapter 18, section 3 of this code.

(4) *Prohibited uses.* Adult entertainment uses shall be prohibited.

(5) *Dimensional requirements.*

STANDARD	COMMERCIAL
Max. building height	60 ft.
Min. lot size	30,000 sq. ft.
Min. lot width	150 ft.
Building coverage	35%
Setbacks:	
Front yard:	Equal to right-of-way landscape buffer width
Side yard:	20 ft.
Rear yard:	25 ft.
Open Space	30%
Common Open Space	0%

(b) *Office/industrial*.

(1) *Permitted uses.* Permitted uses shall be the same as for the CI and LI zoning districts. Agricultural uses shall be permitted as provided by subsection (f) of this chapter [section]. Residential uses shall be permitted as provided by subsection (c) below.

(2) *Permitted uses with special development requirements.* Permitted uses with special development requirements shall be the same as for the CI and LI zoning districts, and shall meet all applicable special development criteria as outlined in chapter 18 of this code.

(3) *Special exception uses.* Those noted in CI and LI zoning districts are also special exception uses in the office/industrial sub-district, and shall meet all applicable special development criteria as outlined in chapter 18, section 3 of this code.

~~(4) *Parking.* The minimum number of required parking spaces for the workplace district shall be as per chapter 12, section 4 of this code. Bicycle parking shall also be provided as per chapter 12 of this code. For lots fronting on Williamson Blvd. and the east side of the North-South arterial road, special parking provisions shall apply. For buildings that are 20,000 square feet or less, no more than 50 spaces, or 60 percent of the required number of spaces, whichever is less, shall be located in front of the building. For buildings greater than 20,000 square feet, no more than 50 spaces, or 40 percent of the required number of spaces, whichever is less, shall be located in front of the building.~~

~~(5) *Signage.* Signage requirements shall be as provided in chapter 15 of this code.~~

~~(6) *Design guidelines.* The architectural design requirements for this district are contained in chapter 14 of this code. In addition, the proposed architectural treatment shall be generally similar to surrounding development with regard to elevation design, colors and exterior finish materials.~~

(~~7~~4) *Dimensional requirements.*

STANDARD	OFFICE/INDUSTRIAL
Max. building height	60 ft.
Min. lot size	20,000 sq. ft.
Min. lot width	150 ft.
Building coverage	50%
Setbacks:	
Front yard:	Equal to right-of-way landscape buffer width
Side yard:	20 ft.
Rear yard:	25 ft.

Open Space	30%
Common Open Space	0%

(c) *Residential*.

(1) *Permitted uses.*

(a) Multifamily dwelling (16 units per gross acre maximum allowable density).

(b) Senior independent living community (12 units per gross acre maximum allowable density).

(2) *Prohibited uses.*

(a) Camouflaged and monopole communications towers.

(b) Guyed and lattice communication towers.

(c) Mobile home and manufactured home units.

(d) Single-family dwellings.

(e) Duplex units.

(f) Triplex units.

(3) *Special restrictions.* ~~In order to ensure a mix of uses consistent with the purposes and intent of the workplace district, multifamily residential uses shall be limited to 13 percent of the overall workplace district land area, when such r~~Residential development ~~is~~ shall be located within a ½ mile of commercial development (measured along right-of-way centerlines between the development entrance drives or other pedestrian access points) that will cater to the residential development and provide an efficient link between the commercial and residential uses. The location of residential uses in close proximity to commercial uses will reduce vehicle miles traveled, thereby reducing the energy consumption within the district. ~~Senior independent living communities shall be limited to 4 percent of the overall Workplace District land area.~~

(4) *Dimensional requirements.*

STANDARD	ATTACHED RESIDENTIAL
Max. building height[1]	50 ft.
Min. lot size[2]	1,800 s.f. per unit
Min. lot width[2]	18 ft. per unit
Min. living area	500 s.f.
Building coverage	50%
Setbacks	
Front	20 ft.
Side	0 ft. for attached units, 15 ft. between buildings 20 ft. for perimeter
Rear[3]	25 ft.
Open space	40%
Common open space	⅓ of min. open space required
Min. landscape buffer abutting single family residential zoned property	20 ft. (including a berm at least 3' high with a 6' vinyl shadowbox fence on top of the berm except where accessory structures abut the buffer or where the property abuts an existing conservation easement

	area); if the buffer provided is a minimum of 50' wide, then a berm and opaque fence is not required.

[1] Additional height for architectural appurtenances and other structures (including cupolas) may extend a maximum of ten feet above the maximum building height.

[2] Applies to units with individual lots under fee simple ownership.

[3] Multifamily buildings of greater than 25 feet in height shall have a building setback equal to or greater than the building height, except where adjoining property is zoned single family residential where such setback shall be equal to or greater than twice the building height (not including architectural appurtenances as permitted above).

STANDARD	SENIOR INDEPENDENT LIVING COMMUNITY
Max. building height	50 ft.
Min. lot size	4 acres
Min. lot width	200 ft.
Min. living area	500 s.f.
Max. building coverage	30%
Min. open space	60%
Setbacks	
Front	30 ft.
Side	25 ft. or equal to building height, 25 ft. between buildings
Rear	50 ft.

(3) *Application for conceptual plan and master development agreement.* Property owners within the PC-A district may apply to establish a master development agreement and conceptual development plan. The conceptual plan and master development agreement allows unique and innovative land development proposals for property, by establishing development parameters, conditions, and requirements. Where the conceptual plan and master development agreement are silent on a particular subject or requirement, the requirements of the city's land development code shall control. The requirements for unified ownership, application submittal and review process, requirements and standards how a conceptual development plan and master development agreement shall be prepared, approval process, execution of the master development agreement, expiration of the master development agreement, and amendments to the master development agreement and/or conceptual development plan, shall be pursuant to the regulations established in chapter 17, section 17.

~~(a) *Unified ownership.* All land within the area to be developed pursuant to a master development agreement shall be under the ownership or control of the applicant at the time of execution of the master development agreement, whether the applicant be an individual, partnership or corporation, or groups of individuals, partnerships or corporations.~~

~~(b) Application shall be made to the department utilizing the form provided by the department for that purpose and accompanied by the appropriate review fee.~~

~~(c) *Review of application materials.* Within two working days of the receipt of an application, the department shall determine whether the submittal is complete. Incomplete submittals shall be returned to the applicant with the deficiencies noted in writing. Re-application shall be accompanied by a re-application fee as adopted by resolution of the city council.~~

~~(d) *Initiation of development review.* When an application is determined to be complete or substantially complete, it shall be reviewed by the staff development review committee (SDRC).~~

(c) *Conceptual development plan.* The applicant shall provide a conceptual development plan, drawn at a scale of no smaller than one inch equal to 100 feet. The plan shall show the development potential of the site including natural and manmade conditions, constraints, and opportunities, and contain the following information, when applicable. An asterisk (*) denotes information which may be waived by the applicant for purposes of approval of the conceptual plan exhibit of the master development agreement. If any of the denoted information is not provided, the conceptual plan exhibit shall not be considered to satisfy the requirements for a site plan or subdivision plan submittal, and full compliance with the procedure for approval of the latter shall be required. The conceptual plan shall be prepared according to the following standards.

(1) Project name, date, north arrow, and the legal description, boundary dimensions and area in acreage of the property;

(2) Name and address of owner, surveyor, engineer, and any other professional consultants involved with the generation of the plan information. If the property is owned by a corporation, company or partnership, the name and address of the president and secretary, and the state of incorporation shall be provided;

(3) A vicinity map drawn to scale showing the zoning of the area and the relationship of the subject property to surrounding development;

(4) Proposed common areas, drainage areas, conservation areas, lot lines (*) and lot dimensions (*);

(5) Proposed street names and lot numbers (*);

(6) Acreage in lots, drainage areas, common areas, streets and other uses, and the minimum lot size, average lot size (*) and total number of lots (*);

(7) Existing topography shown in one-foot contours and delineation of flood insurance rate map flood zones;

(8) Environmental assessment providing delineation of all wetlands, wooded areas, vegetative communities and listed species habitats: general description of the character of such wetlands, wooded areas, vegetative communities and listed species habitats: and a tree survey in accordance with requirements of this code (*);

(9) The location of existing and proposed buildings, utilities, roads, easements or other improvements on the property, and all roads, lot lines, and abutting property owners within 150 feet of the subject property;

(10) A soils report including one percolation test per ten acres with one or more eight-foot deep soil boring(s) at each percolation test site (*);

(11) Statement that compliance with the land development code may necessitate modification of the conceptual plan;

(12) Soil types, drainage basins and natural drainage patterns;

(13) General character, size and location of buildings, parking and loading areas, bufferyards and landscaped areas for each proposed land use;

(14) Site data for each land use and parcel to verify that requirements of the master development agreement have been satisfied;

(15) General location, size and function of open space areas to verify that requirements of the master development agreement and this section have been satisfied;

(16) One copy of the computer disk(s) depicting the proposed development layout, including the streets and lots, for projects prepared on an appropriate computer-aided drafting (CAD) system; and

(17) Any other information deemed pertinent by the department, planning commission or city council.

(f) *Master development agreement.* The agreement shall contain and/or address the following information, when applicable. The master development agreement shall be prepared according to the following standards.

(1) Permitted uses and special exceptions.

(2) Minimum dimensional requirements. Such requirements shall include lot area and width, setbacks, building height, minimum floor area, spacing between buildings, maximum building coverage, minimum landscaped area and any other dimensional information pertinent to the project.

(3) Landscaping, parking and signage requirements when unique or different from those described in this development code.

(4) Architectural controls. Such controls shall provide for a common architectural theme to be applied to all structures.

(5) Project phasing.

(6) Landowners association. An association or unified collective of individual associations shall be established to provide for maintenance of common area facilities and to enforce the specific restrictions established by the association.

(7) Maximum number of building lots if applicable.

(8) Improvements to infrastructure which may be required in addition to those specified by this code or at an earlier time than would otherwise be determined by this code.

(9) Statement that compliance with the environmental preservation code may necessitate modification of the conceptual plan.

(10) Expiration date.

(11) Statement of ownership and legal description.

(12) Any other information deemed pertinent by the department, planning commission or city council.

(g) *Application review process.*

(1) Staff development review committee (SDRC). All applications shall be reviewed by the SDRC, and members' comments shall be delivered and discussed at a SDRC meeting. Formal comments of the SDRC shall be transmitted in writing to the applicant no later than three working days after the meeting.

(2) Resubmittal of the revised conceptual plan and master development agreement. The revised conceptual plan and master development agreement shall be submitted no later than 60 days after the original SDRC meeting review. The revised conceptual plan and master development agreement shall be reviewed by the SDRC members, with findings reported by the department to the planning commission for their consideration.

(h) *Approval of application for conceptual plan and master development agreement.*

(1) *Planning commission action.* The planning commission shall consider the conceptual plan and master development agreement at a regularly scheduled meeting to determine if the application meets the requirements of this code. Upon consideration of the comments of the SDRC and public, the commission shall take one of the following actions;

(a) Table the consideration of the application until their next regularly scheduled meeting to allow for the resolution of outstanding issues. No application shall be tabled more than one time in the presence of the applicant by the planning commission.

(b) Recommend that the application be denied.

(c) Recommend that the application be approved.

(d) Recommend that the application be approved with conditions.

(2) *City council approval.* The city council shall consider the conceptual plan and master development agreement at a regularly scheduled meeting, and determine if the application meets the requirements of this code. Upon consideration of the comments of the department, the public, and the recommendation of the planning commission, the city council shall take one of the following actions:

(a) Table the consideration of the application to allow for the resolution of outstanding issues.

(b) Deny the application.

(c) Remand the application back to the planning commission.

(d) Approve the application.

(e) Approve the application with conditions.

(i) *Execution of master development agreement.* The second reading of the ordinance for the conceptual plan and master development agreement shall not take place until the developer has provided an executed copy of the master development agreement to the city clerk. The document shall be a fully corrected copy which addresses all issues discussed prior to the scheduled second reading. The document shall also include reduced copies of the revised conceptual plan exhibits. If there are no additional requirements, corrections or conditions attached by the city council at the second reading, the executed document shall be signed by the city clerk and mayor and forwarded to the county clerk for recording. If there are additional requirements, corrections or conditions attached by the city council at the second reading, the applicant shall revise the agreement and conceptual plan and return the documents to the department within 30 days for execution and recording. The requirement to return the document within 30 days shall be specified by the city council as a condition for approval of the conceptual plan and master development agreement.

(j) *Failure to provide timely resubmission.* Failure to meet any of the resubmission deadlines cited above shall require the filing of a new application, including the appropriate review fees.

(1) Extension of resubmittal deadlines. The administrative official may extend the deadlines cited above, when warranted by unforeseeable events. A request for extension shall be filed in writing with the department explaining the circumstances justifying the extension.

(k) *Final development plan approval.* Unless otherwise noted within the development agreement, final development approval for subdivisions or site plans within the PC-A shall be required in accordance with the general procedures established by this code. Conceptual plan exhibits of the master development agreement which fully satisfy the requirements for site plan or subdivision plan submittal shall be considered as such.

(l) *Expiration of master development agreement.* Any master development agreement executed and recorded after the adoption of this development code shall be required to include an expiration date or series of expiration dates tied to specific improvements or phases. Such date(s) shall be determined based upon the size of the project, the installation of physical improvements, and any other factors pertinent to the specific proposal. If the city should determine that the

developer has failed to satisfy the requirements necessary to avert expiration, the development agreement shall be considered null and void, and approval of any additional final development plans for the PC-A shall not be permitted without resubmission and approval of a new development agreement in accordance with the procedures established in this development code.

(m) *Amendments to the master development agreement and/or conceptual development plan.* Subsequent to execution and recording, the master development agreement and/or conceptual development plan may be amended at any time upon mutual agreement of both the city and the appropriate amending party, unless otherwise provided in the agreement. Application for amendment of the master development agreement and/or conceptual development plan shall be made to the department utilizing the form provided by the department for that purpose and accompanied by the appropriate review fee. Amendment shall completely restate the original agreement along with the language for the requested amendment. Upon receipt of the application by the department, the amendment shall be placed on the next available SDRC agenda. Subsequent to action by the planning commission, final review and approval shall be required by the city council.

(f) ***Agricultural uses****.* The entire planned community-agricultural area ~~is currently~~when established was in agricultural use. Said agricultural use shall be allowed to continue as an interim use on all lands throughout the PC-A area which have not received final site plan or subdivision approval. Agricultural uses on any portion of a micro region that has received final site plan and/or subdivision approval shall cease within 90 days after such approval.

(1) *Permitted uses.* Permitted uses shall be the same as for the "A" zoning district.

(2) *Special exception uses.* Special exception uses shall be limited to the following uses, unless otherwise specified under the requirements for each district. Such uses shall be consistent with the permitted uses in each district.

(a) Houses of worship.

(b) Private schools.

(c) Retail nurseries and garden supplies.

(d) Veterinary clinics.

Such uses shall meet all of the applicable special development criteria as outlined in chapter 18, section 3 of this code.

(3) *Special restrictions.* The following uses are prohibited within 1,000 feet of proposed or existing development within any ~~micro region~~district:

(a) Livestock feeding pens.

(b) Livestock feed lots.

(c) Poultry operations to include any feathered animals…e.g. chickens, emus, ducks, ostriches, etc.

(4) *Prohibited uses.*

(a) Cemeteries.

(b) Commercial stables.

(c) Farmers/flea markets.

~~(g) *Traffic circulation.* The macro CDP identifies the conceptual traffic circulation plan of the PC-A zoning district. Each micro CDP submittal must show an intent to interface with this system. Each micro CDP must demonstrate that it will encourage the efficient movement of traffic within the balance of the PC-A area by identifying how pedestrian, bicycle, and motorized vehicle "trips" will be accommodated between micro regions and districts. Lots within the West Town Center district may have direct access to collectors. Parking lots may have direct access to arterials and collectors.~~

~~Except where otherwise noted, each subdivision within the PC-A zoning district shall have a minimum of two permanent access points onto an adjacent public street. Where adjoining existing development or code requirements preclude the development of two public street access points, the secondary access point may consist of a stabilized unobstructed temporary driveway for emergency purposes.~~

(~~h~~g) ***Special roadway corridor provisions.***

~~(1) *The I-95 corridor.* The I-95 corridor travels through one of the more visible and significant commercial districts within the city. The I-95 corridor is recognized as a gateway to the City of Port Orange. For this reason, the corridor shall benefit from design requirements that enhance its aesthetic appearance and preserve the existing vegetation and natural features along its boundaries. Buildings and structures visible from I-95 will benefit from architectural requirements that meet or exceed the architectural standards of chapter 14 of this code. A landscape buffer of 50 feet in width shall be required along the I-95 corridor. Stormwater management facilities are allowed within this buffer. The landscaping~~

~~materials within the landscape buffer shall be consistent with the requirements of a right-of-way buffer of this width, as per chapter 13, section 3(d)(3) of this code. In locations where existing utility easements overlap this buffer, then the installation of landscape materials shall be coordinated with the utility.~~

(~~2~~1) *Williamson Boulevard.* ~~Given Williamson Boulevard's significant role as a major thoroughfare in the city's transportation network and its aesthetic and development opportunities, all aspects of development including infrastructure, landscaping and buffering, traffic management, signage, architecture and urban design, shall be coordinated. The following shall be the corridor plan for Williamson Boulevard.~~

~~(a) There shall be a 50-foot wide landscape buffer measured perpendicular from the edge of right-of-way.~~

(~~b~~a) Generally, vehicular access points along Williamson Boulevard shall be limited to a minimum spacing distance of 660 feet. The city may approve exceptions to this requirement of up to 75 feet in either direction, provided that the developer obtain and submit to the city a letter from the Volusia County traffic engineer stating that public safety will not be unreasonably compromised by the exception.

~~(c) Cross-access easements between commercial and industrial properties shall be required to facilitate trip movement between parcels without the need to access Williamson Boulevard. For properties fronting on Williamson Blvd., a system of private feeder roads or drive aisles running parallel to Williamson Blvd. shall provide the primary means of inter-parcel access. Parking spaces shall not be placed on these facilities. The administrative official shall have the authority to waive this requirement if existing site conditions, such as wetlands, preclude the construction of such inter-parcel connections.~~

~~(d) Signage requirements shall be as provided in chapter 15 of this code.~~

(~~e~~b) At the time of subdivision or site plan approval, the developer shall install walklights at 100-foot centers in the right of way adjacent to the developer's lands along the west side of Williamson Boulevard from McGinnis Avenue south within the PC-A district. Installation shall begin from the closest walklight installed in the right way in front of the adjacent property, or, if no light exists within 100 feet of the property boundary, then at the property boundary. The required walklights will be consistent with the walklight detail noted in the city's standard construction details.

~~(3) *Tomoka Farms Road.* In recognition of the "rural" nature of the Tomoka Farms Road corridor, all development within PC-A located adjacent to this corridor shall be required to install a 35-feet-wide landscape bufferyard along the roadway frontage of the property. The bufferyard shall contain the following materials per every 100 linear feet: 6 shade trees, 7 understory trees, and 55 shrubs.~~

~~(i) *Streets and streetscape.*~~

~~(1) Except where otherwise noted, streets and roadways (public or private) shall be designed and developed in accordance with this code.~~

~~(2) The city may allow for street tree plantings within the right-of-way, subject to the following provisions:~~

~~(a) The placement of street trees within the public right-of-way shall be coordinated with the public utilities department, and approved by the city council through a license agreement with the city.~~

~~(b) It is preferable for utilities to be located in rear-yard alleys in developments for which street trees are planned.~~

~~(c) If utility mains and service laterals are located within the right-of-way, then street trees shall not be planted in close proximity to them unless it can be demonstrated on the development plans and in the field that the trees will not cause damage. The above-noted license agreement shall require the licensee to pay for damage caused to city utilities by trees and their root systems.~~

~~(3) Shade trees planted within the right-of-way abutting a given lot or site shall be credited towards the fulfillment of the front yard and overall requirements for tree plantings on that lot or site.~~

~~(4) The administrative official shall allow for alternative roadway designs within the West Town Center district and community district in order to:~~

~~(a) Establish a pedestrian, urban, streetscape, with patterns of streets and blocks arranged to provide comprehensible and interesting routes of travel.~~

~~(b) Provide for landscaping and street art within the right-of-way for a boulevard like appearance and/or;~~

~~(c) Allow for multiple uses within the right-of-way that are consistent with the overall urban setting of the West Town Center district.~~

(~~j~~h) ***Bike and pedestrian paths.*** One of the goals of the PC-A zoning district is to achieve a high degree of vehicle trip internalization. This goal shall be implemented in part by designating a bike and pedestrian path system ~~on the macro CDP~~. The bike and pedestrian system ~~depicted on the macro CDP~~ is intended to promote bike and pedestrian movement within and between Districts ~~and micro regions~~.

~~The location and dimensions of bikepaths between future subdivisions and improvements may deviate from that conceptually shown on the macro CDP. The actual locations and dimensions shall be approved at the time of site plan/subdivision approval.~~ Sidewalks adjacent to industrial-use property shall be single loaded, provided that an eight-foot wide bikepath is installed in lieu of two 5-foot wide sidewalks. Bikepaths shall be allowed to meander in and out of the right-of-way if bikepath easements are placed immediately outside the right-of-way for this purpose.

(~~k~~i) ***Conservation/recreation.*** As noted in the city's comprehensive plan, at least ten percent of lands within the PC-A zoning district must be preserved as conservation or designated as recreation. It is anticipated that a significant portion of these lands will be comprised of wetlands. Lands set aside as conservation will be counted towards the overall open space requirements of the planned community.

(~~l~~j) ***Recreation/parks.***

(1) *Community-wide requirements.* The macro CDP identifies the proposed location of the parks serving the PC-A zoning district area. The actual location of any particular park or connection to a park is subject to change or reconfiguration as long as the area encompassed within the overall parks system does not decrease in size and the utility of any portion of the park system subject to such change is not diminished. Additional lands may be added to this system as provided for in subsection (~~n~~l), below, as long as these additional lands are either adjacent to lands comprising the proposed park system or consist of at least five contiguous acres which abut a public right-of-way. ~~Any lands within this system which have not been acquired by the city for the recreational requirements of the PC-A zoning district shall revert to the land use of the lands adjacent to them by January 1, 2021.~~

~~(2) *Satisfaction of impacts for residential developments.* Satisfaction of recreational impacts requirements for proposed residential developments may be accomplished by the following:~~

~~(a) Deeding to the city an amount of property within the lands designated as parks or bike paths on the macro CDP, of value equal to the amount of the impact fees which would be assessed for that development; or~~

~~(b) Payment of the city's recreational/open space impact fee in effect, at the time of development approval. The city shall use at least one half of impact fee monies so paid to purchase the lands designated as parks or bike paths on the macro CDP; or~~

~~(c) A combination of either of the above, at the city's election, provided that until all park lands are purchased, the city shall use at least one half of impact fee monies so paid to purchase the lands designated as parks or bike paths on the macro CDP.~~

(~~m~~k) ***Open space.***

(1) *Definition.* Open space, for purposes of the PC-A zoning district, shall be defined as the land area which is retained in its natural condition or improved in a manner for the enjoyment of all persons owning property within the PC-A zoning district or any subdivision in the PC-A zoning district. Open space shall include, but shall not be limited to, common open space, trees and environmental preservation areas, water bodies, landscape buffers, undevelopable yard setbacks, and common area parcels, and shall not be developed with impervious surface unless it is common open space. Open space shall also include those portions of the right-of-way that are pervious.

(2) *Common open space.* In determining whether an area qualifies as common open space, the following criteria shall apply:

(a) Common open space shall be dedicated to and useable by all the residents of the PC-A zoning district or a specific subdivision therein.

(b) Common open space may include that land which has been set aside for aesthetic, amenity, buffering or recreational purposes, community gardens, or for the preservation of natural resources, natural features or listed species habitats.

(c) Common open space set aside for the preservation of natural features or listed species habitats, or for buffering purposes shall remain undisturbed and shall be protected by conservation easements dedicated to the city or through city ownership.

(d) The location, shape, size and character of common open space shall be depicted in site plan/subdivision submittals.

(e) Common open space shall not be used for construction of any structures other than recreational facilities, its supporting infrastructure, and incidental maintenance buildings.

(f) Common open space shall be maintained by the owner's association of a subdivision or by the city if under city ownership.

(3) *Location requirements.* All open and common open space required for the PC-A zoning district as a whole or any subdivision thereof shall be located within the boundaries of the PC-A zoning district.

(4) *Open space qualifications.* For residential subdivisions or residential developments within the Neighborhood District with a building coverage greater than 35 percent per lot or less than or equal to 50 percent per lot, the following determines whether an area qualifies as common open space:

(a) Common open space shall only include that land which has been amenitized and/or set aside for recreational purposes.

(b) Stormwater retention ponds may be counted as common open space, provided that they are made accessible to all residents and subdivision property owners, and are designed according to the following criteria:

(1) The pond and area sufficient to accommodate the features listed below shall be located in common open space as depicted on the subdivision plat.

(2) A walking path shall be provided around the perimeter of stormwater retention areas, and constructed in accordance with the city's standard construction detail for sidewalks.

(3) Walking paths shall be located a minimum of 20 feet from the nearest lot. However, this distance may be reduced to 15 feet if a four-foot tall white, PVC fence is installed between the residential lots and the walking paths.

(4) Landscaping shall be required along the edge of the pedestrian path. Landscaping materials may be placed on either side of the path, provided the majority of materials are located along the outside edge. Where the path lies adjacent to residential lots, or a street, landscaping for a Type 1 buffer yard shall be required. Where the path lies adjacent to wetlands or forested areas, no additional landscaping shall be required. Where the path

lies adjacent to common area, or other areas not otherwise landscaped, two shade trees and three understory trees shall be provided per 100 lineal feet. This landscaping shall be irrigated as required by chapter 13 of this code.

(5) The pedestrian walking paths shall connect to a public sidewalk within the subdivision so that the walkway will be accessible to all residents.

(6) Benches shall be provided every 500 feet and anchored in cement. Benches shall be a minimum of six feet long.

(7) Reserved.

(~~n~~l) ***Community planning incentives.***

(1) *Purpose.* To further the community planning objectives of the planned community-agricultural zoning district, open space, common open space, and maximum building coverage required within any subdivision as depicted on the macro CPD may be relaxed, in accordance with this section, in order to facilitate more efficient use of land, encourage integration of uses, and to provide for the creation of larger, contiguous and highly functional open space areas and parks.

(2) *Efficient development incentives.* To facilitate the purpose of this subsection, the city may elect to relax the open space and common open space requirements and increase the maximum building coverage for certain developments. In exchange, developments shall deed acceptable replacement lands to the city, lying within the boundary of the district the develop is located in~~macro CDP~~ but outside of the development or subdivision boundary. This dedication shall be according to the applicable ratio from the table below: (Replacement lands may be parklands, bike paths, or high quality wetlands as shown on the macro CDP, or other lands acceptable to the city).

On-Site/Off-Site Replacement Ratio
For Open And Common Open Space Requirements

	First 30% Required	31% to 60% of Requirement	61% to 100% *of Requirement*
Open space			
Residential	1:1	1:1.5	1:2
Commercial	1:1	1:2	1:3
Institutional	1:1	1:1.25	1:1.5
Industrial	1:1	1:1.25	1:1.5
Common open space			
Residential	1:1	1:1.5	1:2
Commercial	1:1	1:2	1:3
Institutional	1:1	1:1.25	1:1.5
Industrial	1:1	1:1.25	1:1.5

On-Site/Off-Site Replacement Ratio
For Increases in Maximum Building Coverage

	For 1% to 10% increase	For 11% to 25% increase	For 26% to 40% *increase*
Maximum building coverage			
Commercial	1:1	1:2	1:3
Institutional	1:1	1:1.25	1:1.5
Industrial	1:1	1:1.25	1:1.5

Any wetlands mitigation credit which might also result merely from the purchase of such lands shall be retained by the purchaser.

(3) Building coverage incentives. The maximum building coverage for single-family and duplex lots can be increased up to 50 percent by providing a financial contribution to the City to achieve specific community planning objectives within the PC-A zoning district and by providing storm water management facilities large enough to treat and attenuate the runoff from 50% building coverage when combined with normal & customary homesite and public (or private) right-of-way impervious improvements.

(a) The building coverage increase is applicable in increments of 25 lots. The payment amount is based on each group of 25 lots, regardless of the actual number of lots (one to 25) that take advantage of this provision.

(b) The financial contribution must be paid to the city prior to the first building permit being issued for the lots subject to the increased building coverage.

(c) The building coverage increase provision only applies to vacant residential lots.

(d) The lots eligible for the increased lot coverage restriction shall be placed on the new plat or the replat in the form of a plat note. For purposes of replatting to provide for the increased lot coverage restriction only, the city council hereby delegates its authority for approval of the replat to the administrative official, and said replat shall be executed as required by general law and recorded in the public records.

(e) The financial contribution and allowed building coverage increase are determined according to the table below:

Contribution Table for Building Coverage Requirements

	Increase Building Coverage from 35% to 40%	Increase Building Coverage from 41% to 45%	Increase Building Coverage from 46% to 50%
1—25 Single-Family Lots	$12,500.00	$25,000.00	$37,500.00
1-25 Duplex Lots	$12,500.00	$25,000.00	N/A

Example One

47 single-family lots with a 10 percent increase in building coverage above 35 percent.

Lots 1—25 = $25,000.00

Lots 26—47 = $25,000.00

Total = $50,000.00

Example Two

40 single-family lots with a 10 percent increase in building coverage, 30 single-family lots with a 5 percent increase in building coverage, and 15 single-family lots with a 15 percent increase in building coverage.

40 single-family lots with 10 percent increase above 35 percent.

Lots 1—25 = $25,000.00

Lots 26—40 = $25,000.00

Subtotal = $50,000.00

30 single-family lots with 5 percent increase above 35 percent.

Lots 1—25 = $12,500.00

Lots 26—30 = $12,500.00

Subtotal = $25,000.00

15 single-family lots with 15 percent increase above 35 percent.

Lots 1—15 = $37,500.00

Subtotal = $37,500.00

Total: 85 = $112,500.00 ($50,000.00 + $25,000.00 + $37,500.00)

(~~o~~m) ***Compliance with city regulations.*** Due to the physical characteristics of the property, such as topography, groundwater elevation, surface drainage, and wetland orientation, chapter 10, section 11(a)(13)(b) of this code regarding lowering of the water table shall not apply to the PC-A zoning district. However, this does not relieve the developer from the responsibility of obtaining permits from any federal, state, and/or local agencies asserting concurrent jurisdiction over any proposed development in this zoning district.

Throughout the West Town Center district, the applicant may deviate from city code requirements for minimum drainage easement width along the top of retention ponds in order to allow construction of building structures in drainage easements around retention areas, provided the applicant can demonstrate to the satisfaction of the administrative official that the purpose/function of the easement can still be achieved.

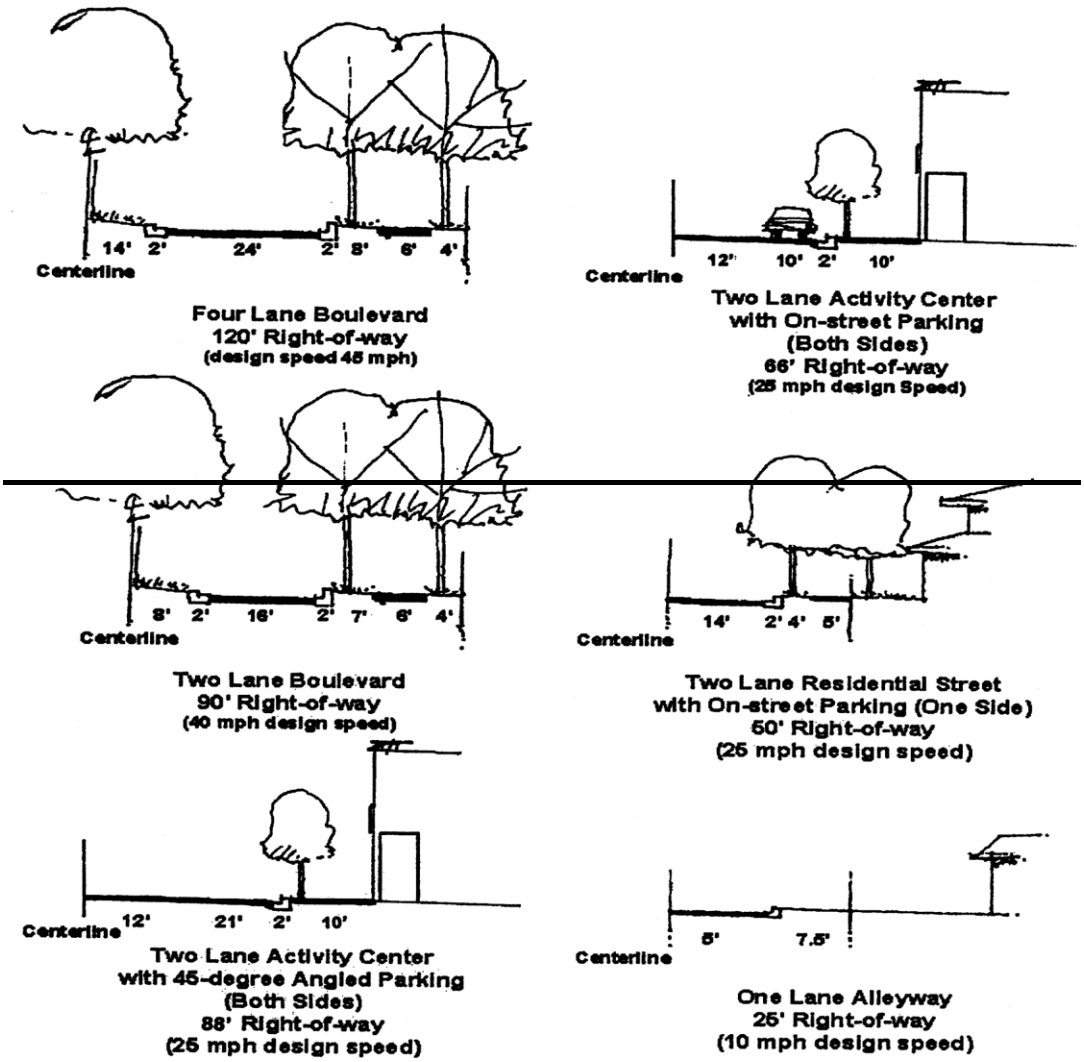
The installation of required utilities as part of any site development shall be prohibited within natural areas protected by conservation easements.

(~~p~~n) ***Road construction.*** Arterial and collector roadways (e.g. McGinnis Avenue, Coraci Boulevard, and Madeline Avenue) depicted on the macro CDP are not required to be constructed along their entire length prior to incremental development. It is anticipated that the development community will construct the arterial, collector roads and internal subdivision roads, incrementally as development occurs. The city may join in construction of the north/south arterial road and the northerly east/west arterial road as shown on the macro CDP, to stimulate development of the West Town Center. Similarly, it is anticipated that the development community will construct utility lines to service lands being developed and abutting micro regions. Land development permits shall require that sufficient infrastructure (roads and utilities) be in place concurrent with development. The city intends to construct major utility lines along the east/west arterial road in order to serve the PC-A zoning district and the county's proposed industrial park.

Except where otherwise noted, each subdivision within the PC-A zoning district shall have a minimum of two permanent access points onto an adjacent public street. Where adjoining existing development or code requirements preclude the development of two public street access points, the secondary access point may consist of a stabilized unobstructed temporary driveway for emergency purposes.

~~The following typical roadway sections are intended to depict the various types of rights-of-way permitted within the PC-A zoning district.~~

Figure 17:3
Typical Roadway Sections



(~~q~~o) ***Monitoring and notification.*** The city shall monitor development within the PC-A zoning district and provide notification to the appropriate jurisdictions and agencies of any changes, as provided below:

(1) The number of external trips generated as a result of development shall not exceed 62,600 trips per day, except as provided below. This number is equal to that which would be generated by the land uses shown on the adopted future land use map and the current and programmed roadway network conditions as of June 25, 2001. Any proposed intensification of these uses shall require the developer of this property to demonstrate, by a professionally acceptable traffic impact analysis, that the additional traffic will not result in a degradation to the adopted level-of-service standards for the roadways within the area where the project traffic exceeds ten percent of the level of service "C" volumes, unless appropriate measures are identified and implemented in concert with additional traffic impacts. Additionally, the city shall ensure only through the development approval process that traffic impacts on surrounding property from development within the PC-A zoning district will not result in a degradation to the adopted level-of-service standard, unless appropriate measures are

identified and implemented in concert with additional traffic impacts. The results of this determination shall be provided to the City of Daytona Beach.

(2) Before any development occurs, the city shall provide the City of Daytona Beach, the Volusia County MPO, the Volusia County Traffic Engineering Department, and FDOT District 5 with a future traffic impact analysis of the property using the recently refined VCUATS 2020 Long Range model or best engineering practices. This analysis will be based upon the future land use map designation of the property as of June 25, 2001. The city shall also provide an analysis utilizing the anticipated land use impacts and planned roadway network resulting from the proposed development of this property.

(3) Starting on January 1, 2003, the city shall provide a report to the City of Daytona Beach, Volusia County, Volusia County MPO, DCA, and FDOT District 5, on an annual basis at the end of each calendar year. The report shall utilize background traffic data from FDOT, Volusia County and the City of Port Orange. The assessment shall include a traffic distribution and assignment based on either the VCUATS 2020 Long-Range model or best professional practices resulting from local knowledge. The limits of the study area shall be where the project traffic exceeds ten percent of the level of service "C" volumes on collector or higher-classified roadways. The study shall include the following road segments and intersections when traffic volumes generated by the PC-A zoning district create impacts on those segments and intersections in excess of ten percent of the level-of-service "C" volumes:

Existing Segments:

Beville Rd. (I-95 to Clyde Morris Blvd.)

Williamson Blvd. (Beville Rd. to Airport Rd.)

Taylor Rd. (Clyde Morris Blvd. to CR 415)

Clyde Morris Blvd. (Madeline Ave. to Taylor Rd.)

Madeline Ave. (Williamson Blvd. to Nova Rd.)

CR 415 (Pioneer Tr. to Beville Rd.)

Willow Run Blvd. (Williamson Blvd. to Clyde Morris Blvd.)

Dunlawton Ave. (I-95 to Nova Rd.)

Future (Proposed) Segments:

Yorktowne Blvd. extension (Taylor Rd. to Willow Run Blvd.)

Madeline Ave. (LPGA Blvd. extension to U.S. 1)

LPGA Blvd. extension (C.R. 415 to U.S. 92)

Existing Intersections:

Beville Rd./Williamson Blvd.

Clyde Morris Blvd./Dunlawton Ave.

Clyde Morris Blvd./Madeline Ave.

Willow Run Blvd./Clyde Morris Blvd.

Willow Run Blvd./Williamson Blvd.

Taylor Branch Rd./Dunlawton Ave.

Taylor Rd./Williamson Blvd.

Taylor Rd./C.R. 415

Williamson Blvd./Madeline Ave.

C.R. 415/Pioneer Tr.

Yorktowne Blvd./Dunlawton Ave.

Dunlawton Ave./Nova Rd.

Future (Proposed) Intersections:

U.S. 92/C.R. 415

Madeline Ave./LPGA Blvd.

Madeline Ave./C.R. 415

Yorktowne Blvd./Willow Run Blvd.

The report shall contain the following information:

(a) Development status of the property indicating the location and intensity of development, and list of proposed developments currently under city review, for which a development order has not yet been issued;

(b) Summary of traffic impacts (AADT, peak hour trips, segment LOS, etc.) generated by all development projects within planned community No. 1 that received a certificate of occupancy during the previous year, as well as by projects that are expected to be completed in the coming year;

(c) Identification of potential external impacts on local, county and state roads outside PC-A; and

(d) Copies of the current and proposed capital improvements element of the city's comprehensive plan, capital improvements budget and five-year work programs of Port Orange, Volusia County, and FDOT.

(4) The above-mentioned analysis shall be used for the planning and development of financial feasible capital improvements. This monitoring program shall be done on an annual basis and shall continue until PC-A is built out.

(5) The city shall further notify Volusia County of future zoning changes to the macro CDP, pursuant to the interlocal planning agreement between the city and the county.

SECTION 2. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

SECTION 3. Scrivener's Errors. Typographical errors and other matters of a similar nature that do not affect the intent of this Ordinance, as determined by the City Clerk and City Attorney, may be corrected.

SECTION 4. The provisions of this Ordinance shall become and be made a part of the Land Development Code of the City of Port Orange, and the Sections of this

Ordinance may be re-numbered or re-lettered to accomplish such intention. The Code codifier is granted liberal authority to codify the provisions of this Ordinance.

SECTION 5. If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared severable.

SECTION 6. This Ordinance shall take effect immediately upon adoption.

_____
MAYOR SCOTT STILTNER

ATTEST:

_____
Robin L. Fenwick, MMC, City Clerk

Passed on first reading on the day of

Passed and adopted on second and final reading on the day of

Reviewed and Approved: _____
Shannon K. Balmer, Senior Assistant City Attorney

STAFF REPORT
CASE NO. DCAM-25-0005
LDC Amendment/ Chapter 17, Section 29

REQUEST:	Amendments to Chapter 17, Section 29 of the Land Development Code (LDC) regarding the Planned Community-Agriculture (PC-A) zoning district.
APPLICANT:	Jessica Gow, Esq., Cobb Cole
STAFF CONTACT:	Tim Burman, Community Development Director (386) 506-5675
STAFF RECOMMENDATION:	Approval, subject to direction from the Planning Commission and City Council regarding the proposed reduction in minimum lot width to 40 feet from 50 feet in the Community District.
PLANNING COMMISSION:	Recommended Approval 5-0 (May 28, 2026)
CITY COUNCIL:	June 16, 2026

INTRODUCTION
The applicant, Jessica Gow, Esq., on behalf of property owner FL P70 LLC, requests an amendment to Chapter 17, Section 29 of the Land Development Code (LDC) for the Planned Coommunity-Agriculture (PC-A) zoning district. The 1,201-acre PC-A zoning district was established by City Council in 2002 to support the development of a mixed-use community on the west side of Port Orange. The PC-A zoning district is generally located between Interstate 95 and Tomoka Farms Road, north of Taylor Road (see Figure 1).

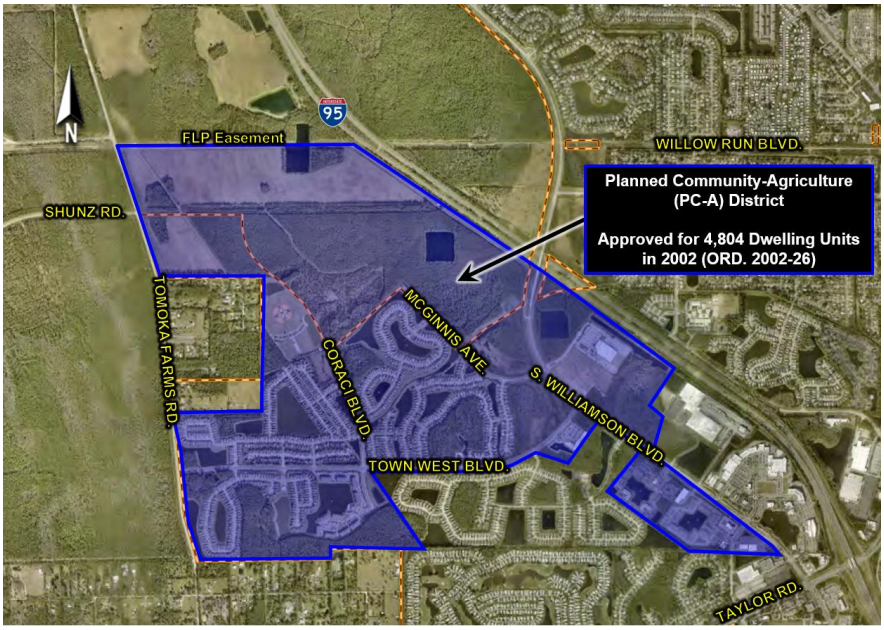


Figure 1 - Location Map of the PC-A zoning district area

The proposed amendments by the applicant are intended to update the PC-A zoning district regulations to support continued development of this mixed-use zoning district in response to existing market demand, by revising the location of where uses are allowed to be development within the PC-A while remaining consistent with the current Planned Community-Westside Future Land Use designation, along with minor clean-up revisions, and clarifications to Chapter 17, Section 29 of the LDC based on issues identified during the administration of the code and review of past development projects. These revisions are intended to improve consistency in the application of the code, provide clearer development standards, streamline the development review process, and support future development within the district.

BACKGROUND

The PC-A zoning district was adopted in 2002 to create a flexible framework for a large, master-planned mixed-use community on the west side of Interstate 95. The district covers about 1,201 acres and was designed to support a balanced mix of residential, commercial, industrial, and recreational uses within one integrated development area. The PC-A is currently divided into four districts:

- West Town Center District – A walkable, mixed-use core intended to serve as the main gathering and activity center for the community.
- Community District – A transitional area mainly for residential uses, with some supporting civic, recreational, and limited commercial uses.
- Neighborhood District – Residential neighborhoods with a range of housing types, along with small-scale neighborhood commercial and office uses.
- Workplace District – An employment-focused area intended for commercial and industrial development serving both local and regional markets.

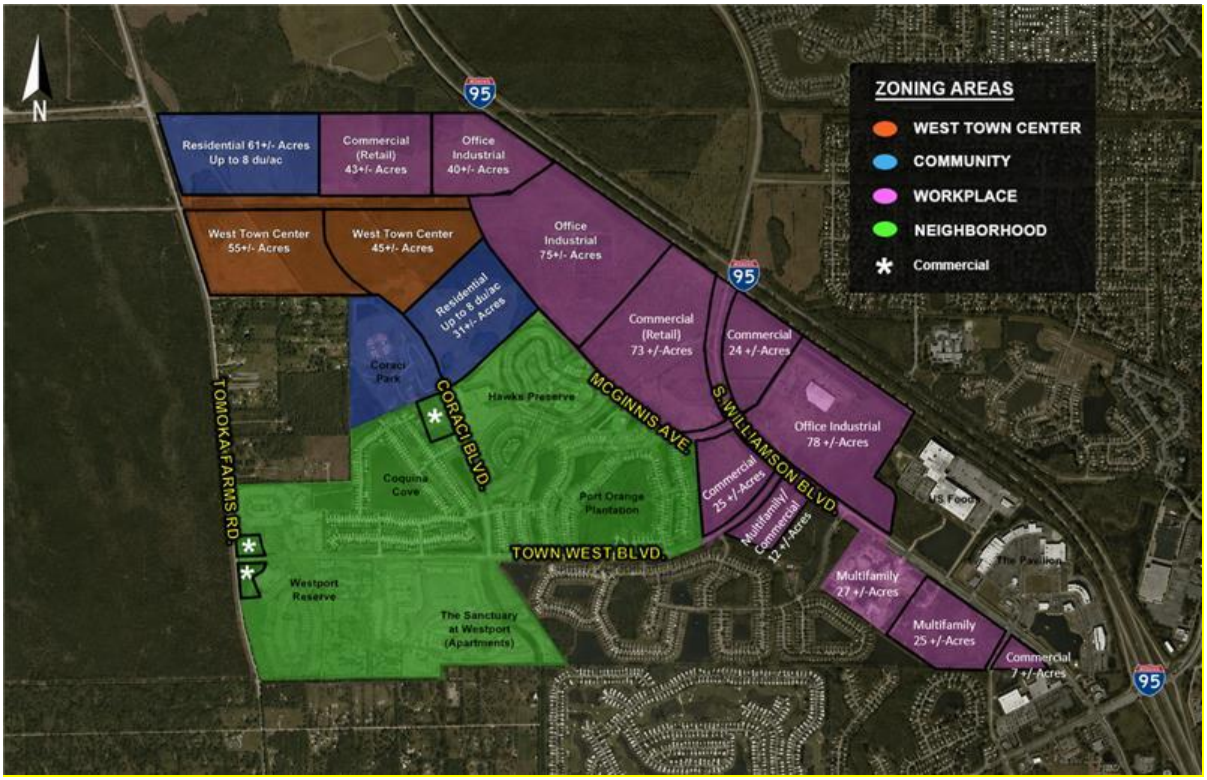


Figure 2 - Current Location of Districts within the PC-A Zoning District as adopted by City in 2002

The current development of the PC-A has mainly occurred in the Neighborhood District and southern portion of the Workplace District, which have generally developed more like traditional, single-use zoning areas rather than an integrated mixed-use pattern that was originally planned. Large portions of the Workplace, Community, and West Town Center districts currently remain undeveloped.

The PC-A zoning district is required to remain consistent with, the underlying Future Land Use (FLU) designation in the Comprehensive Plan for the 1,201-acre PC-A area known as Planned Community–Westside FLU designation. The Planned Community–Westside FLU designation was adopted in 2002 (previously referred to as Planned Community No. 1) along with the PC-A zoning district. The FLU designation establishes the overall development framework for the area, including the following limits and requirements:

- Maximum overall gross residential density of up to 4 dwelling units per acre (approximately 4,804 total units), with higher densities permitted in designated mixed-use areas provided the overall density cap of 4 dwelling units per acre is maintained.
- Required land use mix consisting of within the PC-A area shall be within the following range upon buildout:
    - Residential: 35% – 60%
    - Commercial: 10% – 25%
    - Industrial: 10% – 25%
    - Mixed-use town center: 10% – 25%
    - Conservation/recreation: minimum 10%
- Daily Trip cap of 62,600 average daily vehicle trips per day within the PC-A.
- Development pattern supporting a central town center, internal connectivity for vehicles and pedestrians, and a transition from higher-intensity uses near Interstate 95 to lower-intensity uses toward the outer areas of the site.

Any proposed changes to the PC-A zoning district must remain consistent with the underlying Future Land Use (FLU) designation. As part of this request, no changes are proposed to the FLU designation for this 1,201-acre property. During the development review process for any site within the PC-A, each proposal is evaluated and tracked to ensure compliance with the Planned Community–Westside FLU designation. This review includes analysis of land use, density or non-residential square footage, and daily traffic generation to confirm that proposed development does not exceed the established limits and requirements of the FLU designation.

Since 2002, development within the approximately 1,201-acre PC-A district has occurred primarily within the Neighborhood District and has been mostly residential in nature. To date, approximately 2,167 dwelling units (including both single-family and multifamily homes) have been built.

Early development activity from 2004 through 2008 consisted mainly of traditional single-family neighborhoods, including Port Orange Plantation and Coquina Cove. Beginning around 2013 and continuing through 2022, development gradually expanded to include a broader range of housing types, including multifamily projects such as Whitepalm Apartments, Springs Apartments, Sanctuary at Westport, and Town West Senior Apartments. During the same period, larger master-planned single-family communities such

as Westport Reserve and Hawks Preserve were also developed, resulting in a mix of residential options over time.

Non-residential development within the district, while more limited compared to residential uses, totals approximately 278,478 square feet. These uses are primarily made up of retail, medical, office, and storage facilities, including Halifax Health, Extra Space Storage, ByLight, and Shoppes at Summer Trees (Aldi). A large portion of the non-residential development consists of ByLight and Extra Space Storage. Overall, both residential and non-residential development have been built in accordance with the underlying land development regulations.

According to the applicant, regional development patterns in Volusia County, particularly in the Port Orange and Daytona Beach area, have changed significantly since the PC-A district was originally established in 2002. At that time, the district was intended to accommodate a broader mix of employment-based and industrial uses; however, many traditional manufacturing uses have since declined or transitioned toward logistics and distribution-based operations.

Modern industrial and commercial development is increasingly driven by e-commerce growth, same-day and next-day delivery demands, and direct access to interstate corridors. Over the past several years, the I-4 and I-95 interchange area in Daytona Beach have become the primary location for large-scale warehouse and distribution centers, e-commerce fulfillment facilities, and industrial parks due to their regional connectivity and transportation advantages. In contrast, the PC-A has become less competitive for these types of uses due to its relative lack of direct interstate access.

As a result, the applicant is proposing amendments to the PC-A to adjust the distribution of land uses within the PC-A in response to evolving market conditions, while maintaining the overall mixed-use framework. Specifically, the applicant is requesting to reallocate approximately +/- 241 acres from the Workplace District an employment-focused area intended for commercial and industrial development serving both local and regional markets to the Community District, a transitional area primarily intended for residential uses, with supporting civic, recreational, and limited commercial uses.

PROPOSED AMENDMENT

The proposed amendments to Chapter 17, Section 29 of the Land Development Code (LDC) include adjustments to the location and boundaries of certain districts within the PC-A, minor clean-up revisions, corrections to address issues identified during application of the code, and updates to improve and clarify existing regulations. The amendment is part of an ongoing effort to maintain and refine the code to support development of the remaining vacant land within the PC-A. The proposed amendment maintains all existing density, intensity (non-residential square-footage) limits for the PC-A and **does not increase** the total allowable residential or non-residential development beyond what was approved in 2002 with the adoption of the Planned Community–Westside FLU designation.

- Figures 17.1 and 17.2 are revised to update the PC-A conceptual development plan in the northern area where vacant land remains. The primary change includes the change of approximately 241 acres from Workplace District to Community District and 1 acre from the Workplace District to West Town Center District and increases the West Town Center District by 2 acres. There are no changes to the size of the Neighborhood District.

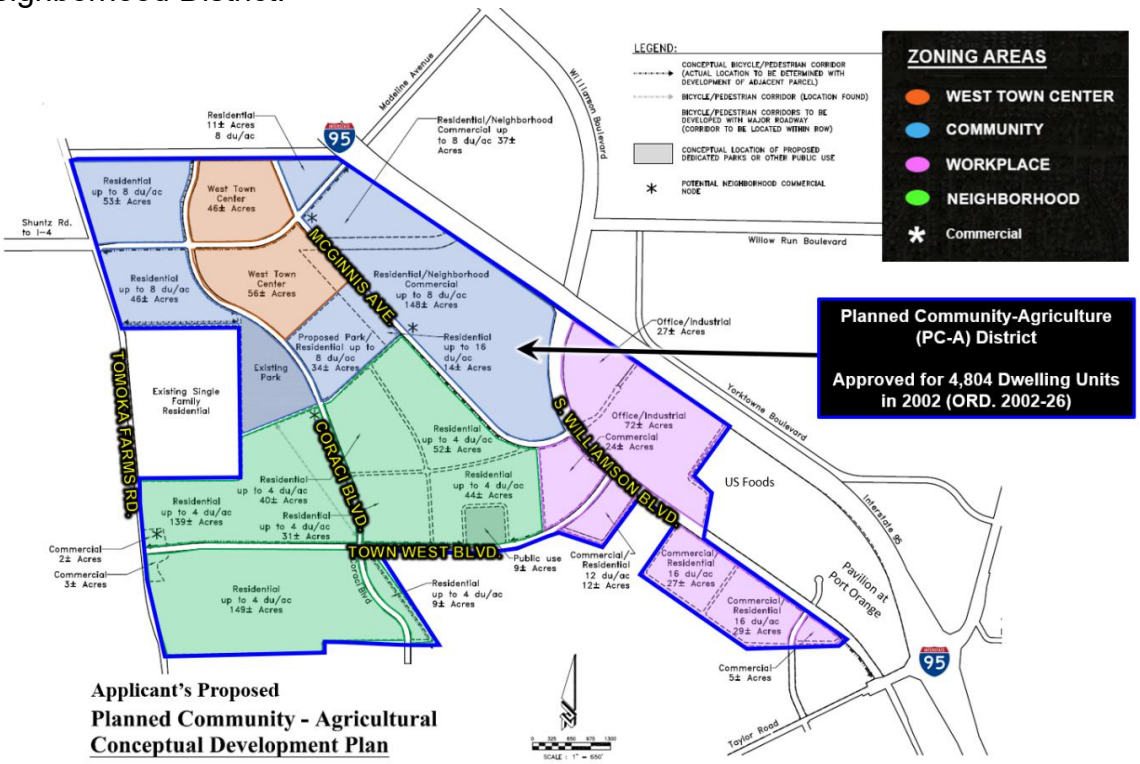


Figure 3 – Proposed Location of Districts within the PC-A Zoning District according to the applicant's LDC Text Amendment Application

- Within the West Town Center District, permitted uses are updated to align with the City's conventional Mixed-Use Center zoning provisions. Outdated and duplicate regulatory text (including standards already addressed in other chapters of the LDC such as signage, landscaping, and architecture) is removed. Requirements specific to the West Town Center District are consolidated into a single section, compared to the current code where requirements are located throughout the +25-page zoning document.
- Additional language is added to provide greater design flexibility to allow the West Town Center District to function as a true mixed-use environment and respond to changing market conditions, such as allowing administrative approval of alternative block lengths, sidewalk layouts, driveway setback modifications, and building orientation standards through site plan review when supported by adequate design, access, pedestrian connectivity, emergency access, and visual screening elements. This flexibility supports the integration of residential, commercial, and civic uses in a design while allowing variation in building placement, form, and intensity over time.
- Within the Community District, the maximum height standard is corrected to match the referenced zoning districts. "Building Coverage" is updated to "Impervious Coverage" for consistency and design flexibility.

- Within the Neighborhood District, outdated and duplicate regulatory language is removed. Correct references have been added to the appropriate chapters of the Land Development Code (LDC) where regulatory requirements are located for items such as signage, parking, landscaping, building design, etc.
- Within the Workplace District, outdated and duplicate regulatory language is removed. Correct references have been added to the appropriate chapters of the Land Development Code (LDC) where regulatory requirements are located for items such as signage, parking, landscaping, building design, etc. Restrictions on multi-family uses are updated by removing percentage limitations that are no longer applicable due to the reduced size of the Workplace District.
- Duplicate procedures for submittal, review, and approval of master development agreements and conceptual development plans are removed and replaced with a cross-reference to Chapter 17, Section 17 of the LDC, where these requirements are already established.
- Code requirements related to roadway design for roads not under City jurisdiction are removed because they are not enforceable.
- Outdated provisions related to recreation impacts, established prior to current recreation concurrency and impact fee standards, are removed.
- The ability to use land outside of a specific development project area, but within the PC-A, to meet the required subdivision open space requirement for any development located in the Community District, subject to an agreement with the City of Port Orange is added.

The applicant is also requesting to modify the minimum lot width requirement for a single-family lot Community District from 50 feet to 40 feet. No changes are proposed to the minimum lot area standard (5,000 square feet) or other dimensional requirements (open space and setbacks) in this district.

According to the applicant, the proposed amendment is intended to provide greater flexibility in residential lot design and allow for a wider range of housing types and site layouts in this district. The applicant further indicates that the request is consistent with the intent of the Community District as described in the LDC as a transitional residential area located between the West Town Center District and the surrounding Neighborhood and Workplace Districts to support residential development with strong street frontage interaction, pedestrian connectivity, and integrated circulation networks, including sidewalks, bikeways, alleyways, and on-street parking.

According to the applicant, a 50-foot by 100-foot lot typically results in reduced architectural variation. Standard residential designs on 50-foot-wide lots often rely on similar configurations with front-loaded garages occupying a significant portion of the front of the house. This can reduce opportunities for varied front designs and architectural diversity between homes.

A 40-foot by 125-foot lot provides additional depth that can improve flexibility in the layout compared to a 50-foot by 100-foot lot. The added depth allows for more usable rear yard space, greater flexibility in building placement, and can accommodate rear-loaded garages, resulting in a different development pattern and street-facing design along the frontage.

Because the overall minimum lot area remains unchanged, and the PC-A is subject to both a maximum residential dwelling unit cap and site-specific density limitations, the proposed change will not increase the overall residential density or development intensity within the district.

Recently, the Madeline Commons project, now known as Campbell Crossing, was approved to be built with 40-foot-wide lots. Homes have been constructed on these 40-foot lots, and the homes designed and permitted within this subdivision have been able to meet all applicable site design requirements of the Land Development Code (LDC), including setbacks for structures and mechanical equipment, impervious lot coverage, driveway, fences, drainage, parking, and landscaping.

If approved, the development limits approved with the Planned Community–Westside Future Land Use (FLU) designation in 2002 for the 1,201-acre area will remain in effect and will continue to be verified prior to approval of any future development within the PC-A.

- Maximum overall gross residential density of up to 4 dwelling units per acre (approximately 4,804 total units), with higher densities permitted in designated mixed-use areas provided the overall density cap of 4 dwelling units per acre is maintained. To date, approximately 2,167 dwelling units have been constructed. Based on the total residential entitlement of approximately 4,804 units, this represents approximately 45 percent of approved residential development, leaving approximately 2,637 units remaining.
- The required land use mix within the PC-A is to be within the following range upon buildout. To date, approximately 442 acres are developed for residential use, representing approximately 38 percent of the total PC-A. Therefore, +/- 268 acres remain available for residential development:

  Residential: 35% – 60%
  Commercial: 10% – 25%
  Industrial: 10% – 25%
  Mixed-use town center: 10% – 25%
  Conservation/Recreation: minimum 10%

- Daily trip cap of 62,600 average daily vehicle trips within the PC-A. To date, approximately 50 percent of the 1,201-acre PC-A has been developed, and the district has generated approximately 20,950 average daily trips, representing roughly 33 percent of the approved 62,600 daily trip cap.
- A development pattern that supports a central town center, internal connectivity for vehicles and pedestrians, and a transition from higher-intensity uses near Interstate 95 to lower-intensity uses toward the outer areas of the site.

According to the applicant, the proposed amendment maintains the overall entitlements while organizing the allowed land uses to better reflect current market conditions and support a centralized town center development pattern.

RECOMMENDATION

Staff recommends approval of the amendments to Chapter 17, Section 29 of the Land Development Code (LDC), as the proposed changes **do not exceed** the overall development limits and requirements established in the City's Comprehensive Plan, subject to input from the Planning Commission and City Council regarding the proposed reduction in minimum lot width to 40 feet from 50 feet, and review by the City Attorney as to legal form and content.

ATTACHMENT

Exhibit 1 - Proposed LDC Amendments to Chapter 17, Section 29 (See Ordinance Exhibit)

Business Impact Estimate

This form should be included in agenda packet for the item under which the proposed ordinance is to be considered, and must be posted on the City's website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference: Ordinance No. 2026-8 – Amendments to Chapter 17, Section 29 of the Land Development Code (LDC) for the Planned Community-Agriculture (PC-A) zoning district. (Case No. DCAM-25-0005)

This Business Impact Estimate is provided in accordance with Section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is **not** required by state law[1] for the proposed ordinance, but the City is implementing the procedure required by statutory law to ensure that no inadvertent procedural issue could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☒ The proposed ordinance is enacted to implement the following:
    a. Development orders, and development permits, as those terms are defined in s. 163.3164; and development agreements as authorized by the Florida Local Government Development Agreement Act under ss. 163.3220-163.3243;
    b. Comprehensive plan amendments and land development regulation amendments initiated by an application by a private party other than the municipality;
    c. Sections 190.005 and 190.046, *Florida Statutes*, regarding community development districts;
    d. Section 553.73, *Florida Statutes*, relating to the *Florida Building Code*; or
    e. Section 633.202, *Florida Statutes*, relating to the *Florida Fire Prevention Code*.

[1] See Section 166.041(4)(c), Florida Statutes.

In accordance with the provisions of controlling law, even notwithstanding the fact that, an exemption noted above may apply, the City hereby publishes the following information:

1. Summary of the proposed ordinance (must include statement of the public purpose, such as serving the public health, safety, morals, and welfare):
The applicant, Jessica Gow, Esq., on behalf of property owner FL P70 LLC, requests an amendment to Chapter 17, Section 29 of the Land Development Code (LDC) for the Planned Community-Agriculture (PC-A) zoning district. The 1,201-acre PC-A zoning district was established by the City Council in 2002 to support the development of a mixed-use community on the west side of Port Orange. The PC-A zoning district is generally located between Interstate 95 and Tomoka Farms Road, south of the FPL Easement. The proposed amendments to Chapter 17, Section 29 of the Land Development Code (LDC) include:
- Figures 17.1 and 17.2 are revised to update the PC-A conceptual development plan in the northern area where vacant land remains. The primary change includes approximately +/- 241 acres shifting from the Workplace District to the Community District, 1
- Duplicate and outdated text has been removed
- Design standards and permitted uses have been cross-referenced to the appropriate Chapters of the LDC.
- Added design flexibility through site plan review for future development in the West Town Center District
- Allows development within the Community District to set aside open space areas outside a project's limit, subject to approval of a separate agreement by the City.
- Reduction in minimum lot width to 40 feet from 50 feet for Single-Family Lots in the Community District. No changes are proposed to the minimum lot area standard (5,000 square feet) or other dimensional requirements (open space and setbacks) in this district.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, if any:

(a) An estimate of direct compliance costs that businesses may reasonably incur: N/A
(b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible: N/A
(c) An estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs: N/A

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance: N/A

4. Additional information the governing body deems useful[2] (if any): N/A

[2] *You may wish to include in this section the methodology or data used to prepare the Business Impact Estimate. For example: City staff solicited comments from businesses in the City as to the potential impact of the proposed ordinance by contacting the local Chamber of Commerce, social media posting, direct mail or direct email, posting on City website, public workshop, etc. You may also wish to include efforts made to reduce the potential fiscal impact on businesses. You may also wish to state here that the proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals as well as businesses) and, therefore, the proposed ordinance does not affect only businesses*.

CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 6/16/2026

SUBJECT: (G20) First Reading - Ordinance No. 2026-6 - Proposing Amendments to the City's Charter relating to Residency Requirements and Setting a Charter Referendum

DEPARTMENT: City Attorney

GOAL: 6 - Organizational Excellence

RECOMMENDED MOTION: Move to approve Ordinance No. 2026-6.

SUMMARY: In a recent election, questions arose regarding the residency requirement for elected officials. The City Charter sets forth the qualifications that must be met to become a candidate and it currently requires that a person seeking to become a candidate be a resident of Port Orange for at least 12 months. While we assume that this means the candidate should be a resident of Port Orange for at least 12 months immediately prior to the election for which the candidate is attempting to qualify and that the residency is continuous in nature, the Charter language is silent as to when the minimum 12 month residency must take place and whether it must be continuous.

After reviewing the relevant case law regarding qualifications for elections along with the current charter language, it became clear that the courts will not assume requirements that are not expressly contained within the charter language. Therefore, in order to be able to enforce what is believed to have been the original intent of the residency provision, an amendment to the Charter is necessary. The proposed addition will specify that the 12 month residence requirement must be both continuous in nature and immediately preceding the qualifying period.

The proposed Charter revision would also add a requirement that proof of residency be submitted by each prospective candidate at the time of qualifying for office along with an affidavit providing residency information and an affirmation that the prospective candidate meets the qualification requirements for the office pursued by the candidate.

Lastly, the Charter is currently silent as to who decides disputes related to qualifications or elections. Therefore, a revision is proposed to make it clear that City Council is the deciding body subject to review by a court of competent jurisdiction. Pursuant to s. 166.031 of the Florida Statutes, City Council must submit the proposed amendment to its Charter to the electors of the City of Port Orange for a vote. The four ballot questions that will show up on the November election are as set forth in Ordinance No. 2026-6. If the amendments are approved by a majority of the voters, the amendments will become

effective on January 1, 2027.

PRESENTER: Matthew Jones

ATTACHMENTS:

1.	Ord. No. 2026-6 - Port Orange Charter Am re Residency	Ord. No. 2026-6 - Port Orange Charter Am re Residency.pdf

Robin Fenwick	Created/Initiated - 04/29/2026
Matthew Jones	Approved - 06/10/2026
Wayne Clark	Final Approval - 06/10/2026

ORDINANCE NO. 2026-6

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, PROPOSING AMENDMENTS TO THE CITY OF PORT ORANGE CHARTER; SETTING A CHARTER AMENDMENT REFERENDUM; AMENDING THE CHARTER OF THE CITY OF PORT ORANGE TO CHANGE THE QUALIFICATION REQUIREMENTS FOR CITY COUNCIL MEMBERS INCLUDING THE MAYOR; AMENDING THE RESIDENCY REQUIREMENTS; PROVIDING FOR AUTHORITY TO RESOLVE DISPUTES RELATED TO QUALIFICATION AND ELECTION; PROVIDING FOR AN ELECTION TO BE HELD NOVEMBER 3, 2026, WHEN QUALIFIED ELECTORS OF THE CITY MAY VOTE FOR OR AGAINST THE CHARTER AMENDMENTS; PROVIDING FOR BALLOT QUESTIONS; PROVIDING FOR PUBLIC NOTICE; PROVIDING FOR SEVERABILITY; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Charter of the City of Port Orange, Florida, may be amended pursuant to the Municipal Home Rule Powers Act found in Chapter 166, Florida Statutes; and

WHEREAS, Section 166.031(1), Florida Statutes, provides that the governing body of a municipality may, by ordinance . . . submit to the electors of said municipality a proposed amendment to its charter, which amendment may be to any part or to all of said charter; and

WHEREAS, Section 166.031(1), Florida Statues, further provides that the governing body of the municipality shall place the proposed amendment to a vote of the electors at the next general election held within the municipality or at a special election called for such purpose; and

WHEREAS, amendments to City of Port Orange's Charter have been proposed by the City Council of the City of Port Orange as set forth in this Ordinance; and

WHEREAS, the City Council of the City of Port Orange, after review and consideration of the proposed amendments, has determined that it is in the best interest of the health, safety, and welfare of the citizens and residents of the City of Port Orange, Florida, that the City's Charter be amended as set forth herein; and

WHEREAS, the City Council of the City of Port Orange has determined that it is in the best interest of the health, safety, and welfare of the citizens and residents of the City that a referendum to amend the City's Charter be placed on the ballot at the election to be held on November 3, 2026, in the City of Port Orange to amend the City Charter.

NOW, THEREFORE, BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF PORT ORANGE, FLORIDA:

SECTION 1. SETTING OF CHARTER AMENDMENT REFERENDUM. The City Council hereby calls for and orders the holding of a binding referendum for the qualified electors of the City of Port Orange at the election to be held November 3, 2026, in the City of Port Orange to decide whether a majority of the electors participating approve to amend the Charter. All of the qualified electors residing in the City of Port Orange shall be entitled and permitted to vote in such referendum.

SECTION 2. AMENDMENT TO THE CITY CHARTER. The proposed amendments to the City of Port Orange City Charter shall read as follows: **(Note: Omissions from text are indicated by [...], deletions from text are indicated by ~~strikethrough~~ and additions to text are indicated by underline.)**

ARTICLE V. QUALIFICATIONS AND ELECTIONS

. . .

Sec. 5.02. Qualifications.

(a) Any person who has ~~been~~ maintained a ~~resident of~~ continuous residence within the City of Port Orange for at least 12 months immediately preceding the first day of the qualification period and is a registered voter (of Volusia County) may become a candidate for nomination to the office of city council member or mayor ~~whenever the~~.

(1) Each prospective candidate shall submit a sworn affidavit during the qualifying period that provides: i) candidate's current address of legal residence; ii. the addresses of any properties at which the candidate has resided in the immediately preceding five years; and iii. affirmation that the candidate meets the residence requirements pursuant to this section. The affidavit shall be on a form provided by the city clerk.

(2) In addition to filing the affidavit, each prospective candidate shall submit a valid voter registration card (of Volusia County) and proof of residence which shall include one (1) of the following documents: driver's license, property tax receipt, homestead exemption, utility bill or lease agreement; all of which must have been in effect for at least 12 months prior to qualifying.

(b) Each prospective candidate shall file~~s~~ a petition signed by 50 qualified electors of the city with the city clerk, requesting that said candidate's name be placed on the ballot in the ensuing election. Said candidate shall file such papers and pay such fees as may be required by law with the city clerk during normal business hours during the qualifying period. The qualifying period shall begin at 12:00 noon of the first (1st) day for qualifying, which shall be the seventy-first (71st) day prior to the primary election, but not later than 12:00 noon of the sixty-seventh (67th) day prior to the date of the primary election.

(c) The city council shall decide all disputes related to qualifications or elections, subject to review by a court of competent jurisdiction.

SECTION 3. PROPOSED BALLOT LANGUAGE. The questions to be submitted to the electors shall appear on the ballot as follows:

CHARTER AMENDMENT TO
CLARIFY RESIDENCE REQUIREMENT TO QUALIFY AS A CANDIDATE FOR ELECTION

The City's Charter currently requires each prospective candidate for the Office of Mayor or Council Member to reside within the City of Port Orange for at least 12 months. Shall the City of Port Orange adopt revised Charter Section 5.02, to specify that this 12 month residence requirement must be both continuous in nature and immediately preceding the qualification period?

YES for Approval ___
NO against Approval ___

[title 13 words and summary 60 words]

ENMIENDA A LOS ESTATUTOS PARA ACLARAR EL REQUISITO DE VIVIENDA Y CALIFICAR COMO CANDIDATO A LAS ELECCIONES

Los estatutos municipales establecen actualmente que todo candidato a la alcaldía o al Concejo Municipal debe haber vivido en la ciudad de Port Orange durante al menos 12 meses. ¿La ciudad de Port Orange debe aprobar la versión revisada de la sección 5.02 de los estatutos, para especificar que este requisito de vivienda de 12 meses debe ser de carácter continuo y preceder inmediatamente al período de calificación?

SÍ a la aprobación ___
NO a la aprobación ___

CHARTER AMENDMENT
PROOF OF RESIDENCE REQUIREMENT

Shall the City of Port Orange adopt revised Charter Section 5.02, to require all candidates for the Office of Mayor or Council Member to submit a sworn affidavit containing an affirmation of compliance with the Charter's residence requirement and disclosing the candidate's current and former residence addresses along with requiring the submission of proof of residence (i.e. driver's license, property tax receipt, homestead exemption, utility bill or lease agreement)?

YES for Approval ___
NO against Approval ___

[title 6 words and summary 69 words]

ENMIENDA A LOS ESTATUTOS
REQUISITO DE PRUEBA DE VIVIENDA

¿La ciudad de Port Orange debe aprobar la sección 5.02 revisada de los estatutos, para exigir a todos los candidatos a la alcaldía o al Concejo Municipal que presenten una declaración jurada en la que se afirme el cumplimiento del requisito de vivienda establecido en los estatutos y se revelen las direcciones de la vivienda actual y la anterior del candidato, además de exigir la presentación de una prueba de vivienda (p. ej., licencia de conducir, recibo del impuesto sobre la propiedad, exención por vivienda habitual, factura de servicios públicos o contrato de alquiler)?

SÍ a la aprobación ___
NO a la aprobación ___

CHARTER AMENDMENT DESIGNATING RESPONSIBLILTY FOR DECIDING DISPUTES RELATED TO QUALIFICATION OR ELECTION

Shall the City of Port Orange adopt revised Charter Section 5.02, to designate the City Council as the responsible body for deciding all disputes related to qualifications or elections, subject to review by a court of competent jurisdiction?

YES for Approval ___
NO against Approval ___

[title 12 words and summary 38 words]

ENMIENDA A LOS ESTATUTOS POR LA QUE SE ESTABLECE LA RESPONSABILIDAD DE RESOLVER LAS DISPUTAS RELACIONADAS CON LA CALIFICACIÓN O LA ELECCIÓN

¿La ciudad de Port Orange debe aprobar la sección 5.02 revisada de los estatutos, para designar al Concejo Municipal como órgano responsable de resolver todas las disputas relacionadas con la calificación o las elecciones, sin perjuicio de la revisión por parte de un tribunal competente?

SÍ a la aprobación ___
NO a la aprobación ___

SECTION 4. PUBLIC HEARING. That the public hearing considering the adoption of this ordinance shall be held at 6:30 p.m. on June 16, 2026, and on July 21, 2026 in the City Council Chambers, City Hall, 1000 City Center Circle, Port Orange, Florida, after notice published pursuant to §166.041(3)(a), F.S.

SECTION 5. PUBLIC NOTICE. The City Manager or designee is hereby authorized and directed to provide public notice of the election in accordance with law.

SECTION 6. SEVERABILITY. If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provision or applications of this ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared severable.

SECTION 7. SCRIVENER'S ERRORS. Typographical errors and other matters of a similar nature that do not affect the intent of this Ordinance, as determined by the City Clerk and City Attorney, may be corrected.

SECTION 8. CONFLICT. All ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed to the extent of such conflict.

SECTION 9. EFFECTIVE DATE. This Ordinance shall take effect in accordance with general law. The Charter amendments set forth in this Ordinance shall not take effect unless approved by a majority of the qualified electors of the City of Port Orange voting in an election to be called and held for that purpose on the 3rd day of November, 2026. However, if approved by the voters, the Charter amendments set forth in this Ordinance shall take effect on January 1, 2027.

_____
MAYOR SCOTT STILTNER

ATTEST:

_____
Robin L. Fenwick, MMC, City Clerk

Passed on first reading on the _____ day of _____, 2026.

Passed and adopted on second and final reading on the _____ day of _____, 2026.

Reviewed and Approved: _____
Matthew J. Jones, City Attorney

CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 6/16/2026

SUBJECT: (G21) Approval of Historic Tree Removal Request for the Harbor Landings Subdivision

DEPARTMENT: Community Development

GOAL: 4 - Economic Development

RECOMMENDED MOTION: Move to approve the removal of seven of the ten historic live oak trees on the 4.7-acre property located between Ridgewood Avenue and Riverside Drive, north of Seminole Avenue (the “Wall Property”), along with planting forty-one (41) 4-inch caliper, 14-foot-tall replacement shade trees as part of the subdivision or a $12,896.82 contribution to the City’s Tree Mitigation Bank as mitigation, or a combination of replacement trees and Tree Mitigation Bank payment, in accordance with the Land Development Code.

SUMMARY: The applicant, Newkirk Engineering, Inc., representing the property owner Tylo Investments, LLC, has submitted a request to remove seven of the ten historic live oak trees on a 4.7-acre property located between Ridgewood Avenue and Riverside Drive, north of Seminole Avenue (also known as the “Wall Property”).

In 1999, approximately 4.2 acres of the 4.7-acre subject property were rezoned to Planned Unit Development (PUD), and a Master Development Agreement (MDA) and Conceptual Development Plan (CDP) were approved for a 49-unit townhome development (Oak Harbor Townhomes). However, the project was not constructed, and the MDA and CDP subsequently expired.

In 2019, an additional 0.5 acres was incorporated into the PUD, and the Harbor Landings MDA and CDP were approved by City Council, establishing the framework for the development of a residential subdivision consisting of 16 townhome lots and 10 single-family lots on the subject property.

The property owner is now proposing to develop the Harbor Landings Subdivision in accordance with that framework, including the 16 townhome lots, 10 single-family lots, and associated improvements such as stormwater retention, landscape buffers, utilities, and private roadways.

The initial subdivision layout for the 16 townhome lots and 10 single-family lots was approved in 2019 as part of the Harbor Landings MDA and CDP. In 2024, the property owner submitted subdivision design plans, which were reviewed by City staff; however, the prior application had expired, requiring a new submittal. The 2024 layout remained

consistent with the 2019 PUD approval.

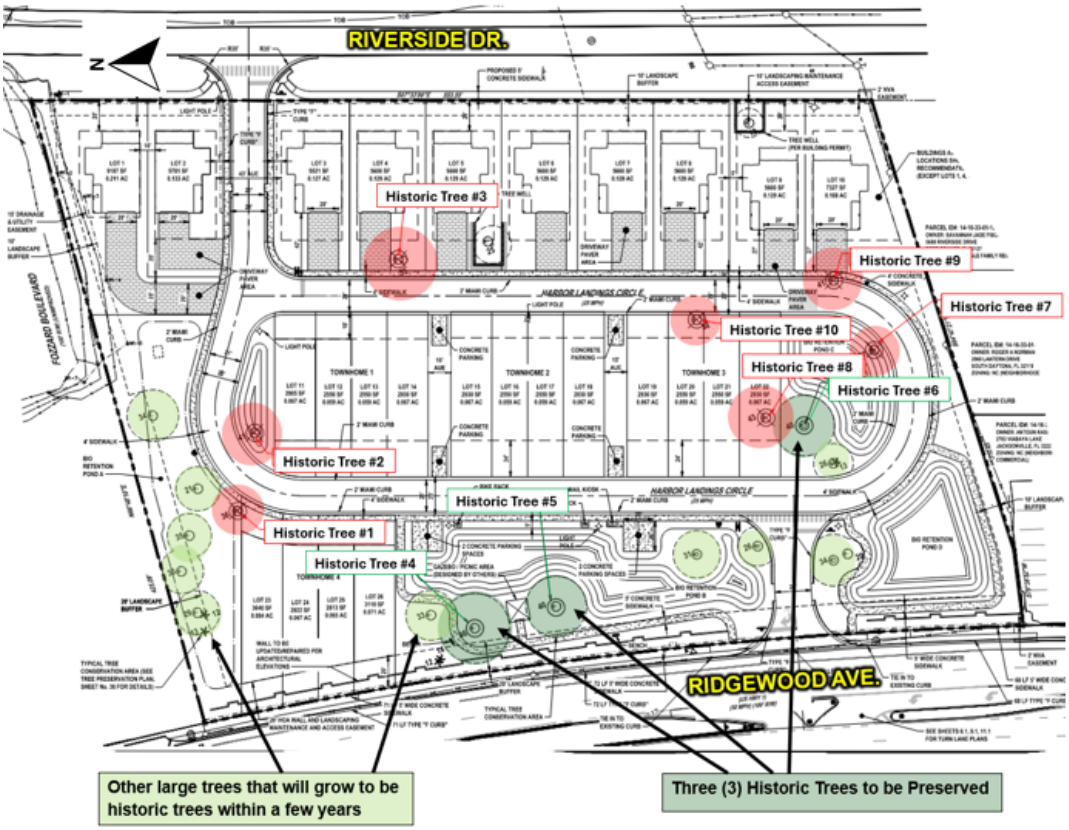
In Fall 2025, the property owner submitted a new application to develop a subdivision of 16 townhomes and 10 single-family lots. The resubmitted plans remain consistent with the previously reviewed 2024 subdivision layout, as well as the 2019 Conceptual Development Plan (CDP) for the Harbor Landings PUD, with no changes to the number or configuration of lots or roadway network.

The applicant completed a tree survey prior to submitting the 2024 subdivision plan. According to the survey submitted with the 2024 subdivision plan, there were 7 historic live oak trees scattered across the property. Prior to the 2025 resubmittal, a new survey was prepared by a different surveyor, following Hurricanes Nicole and Milton, to verify the locations and health of all historic trees (see Exhibit A). According to the report and 2025 survey, there are 10 historic live oak trees scattered across the property.

According to the Engineer of Record (EOR), after reviewing the updated 2025 tree survey and arborist report, multiple site layouts were evaluated. The development team determined that the proposed subdivision would require the removal of at least seven historic trees to accommodate the 16 townhome lots and 10 single-family lots, along with roadways and sidewalks within the right-of-way, stormwater infrastructure, tree preservation areas, and landscape buffers.

The removal of these trees is requested for the following primary reasons:

- Some trees have structural defects or are growing at unsafe angles, creating a long-term safety risk if preserved adjacent to homes, roadways, or infrastructure (e.g., Historic Trees #2 and #8).
- Certain trees are located within the footprint of proposed roadways, drainage improvements, or residential structures, and their preservation would require extensive modifications to the subdivision layout or the elimination of lots (e.g., Historic Trees #1, #7, #9, #10).
- Other trees are in areas that require significant grading or fill to comply with floodplain requirements in the LDC, which would disturb the critical root zone and compromise tree stability (e.g., Historic Tree #3).
- In some cases, the trees were previously identified as specimen trees and removals were previously proposed in the 2019 CDP and 2024 subdivision plan; however, they have since matured into historic trees, but the underlying site conflicts remain in the 2025 subdivision plan currently under review (e.g., Historic Trees #1, # 7, 10).



In all cases, the EOR and arborist reports conclude that preserving these trees would compromise public safety, subdivision layout, or future infrastructure, and therefore, removal is necessary as part of the proposed subdivision.

The applicant plans to preserve buffer areas, including those along Ridgewood Avenue, to ensure that the remaining three historic trees and existing specimen trees have sufficient open space. According to the EOR, within the proposed tree preservation area along Ridgewood Avenue and the northern boundary, there will be three historic trees and at least five additional live oak trees, each within 1–2 inches of qualifying as historic, that will remain in HOA common areas with tree conservation easements. The subdivision plan also provides areas for replacement trees within perimeter buffers and common areas.

The Staff Development Review Committee (SDRC) has reviewed the tree survey, arborist report, and subdivision plan. Of the seven trees proposed for removal, five are considered healthy but show signs of decline, while two are considered unhealthy. For the five healthy trees, there are concerns that their proximity to the proposed homes and subdivision infrastructure, such as drainage ponds and roadways, could eventually compromise their stability, either due to natural factors or construction activities. As a result, the applicant is requesting approval to remove all seven trees and mitigate in accordance with the LDC (Tree Bank Mitigation Payment or planting replacement trees).

The applicant has agreed to provide forty-one (41) 4-inch caliper, 14-foot-tall replacement shade trees as part of the subdivision or a $12,896.82 contribution to the City's Tree Mitigation Bank as mitigation, or a combination of replacement trees and

Tree Mitigation Bank payment, in accordance with the Land Development Code.

The following outlines the applicant's justification for requesting the removal of the historic trees. The identification numbers for each tree correspond to those shown in the graphic above.

Historic Tree #1 (36" Live Oak)

- On the 2019 PUD Concept Plan and 2024 subdivision plan, this tree, with a DBH less than 36 inches, was designated as a specimen tree and not classified as historic.
- Both the 2019 CDP and the 2024 subdivision plans proposed removing the tree.
- Based on the 2025 tree survey, the tree has matured to a 36-inch DBH, qualifying it as a historic tree and requiring City Council approval for removal.
- The 2025 subdivision plan also calls for removal.
- According to the arborist and EOR, preserving the tree would create an unsafe long-term condition due to proximity to required infrastructure and roadway grading. The installation of roadway pavement and utilities would require excavation within the tree's critical root zone, compromising the tree's root system.
- This reasoning is consistent with the justification for removal in 2019 and 2024, when the tree was a specimen tree.

Historic Tree #2 (41" Live Oak)

- On the 2024 subdivision plan, this tree was shown to be preserved in its existing location within the subdivision layout.
- As part of the 2025 subdivision plan, the EOR is requesting removal due to conflicts with roadway and drainage construction and the tree's deteriorating condition.
- According to the 2025 arborist report, the tree is heaved and growing at approximately a 45-degree angle, indicating prior root displacement and structural lean.
- The tree is located adjacent to planned roadway and drainage infrastructure improvements.
- The EOR and arborist note that preserving this structurally compromised tree near the roadway and public infrastructure would pose a long-term safety concern, as installing pavement and utilities would require excavation of the critical root zone, compromising the root system.

Historic Tree #3 (55" Live Oak)

- On the 2019 PUD Concept Plan and 2024 subdivision plan, this tree was shown to be preserved on a future residential lot within a tree well.
- According to the EOR, even with placement in a tree well, the tree's location still conflicts with the proposed driveways and building footprints for Lots 4 and 5.
- The tree is located in a portion of the property within the floodplain, requiring

significant fill placement for finished floor elevations of homes, which would occur within the tree's root zone. According to the EOR and Arborist, these grade changes and root disturbances are expected to affect the tree's stability and long-term survival.
- During the Planning Commission review of the 2024 subdivision plan, some of the Planning Commissioners had concerns about preserving this tree in a tree well, given its location on a single-family lot and the potential long-term impacts on the property and future owners.

Historic Trees #4, #5, and #6

- To be preserved.

Historic Tree #7 (37" Live Oak)

- On the 2019 PUD Concept Plan and 2024 subdivision plan, this tree, with a DBH less than 36 inches, was designated as a specimen tree and not classified as historic.
- Both the 2019 CDP and the 2024 subdivision plan proposed removal.
- Based on the 2025 tree survey, the tree has matured to a DBH of 37 inches, qualifying it as a historic tree and requiring City Council approval for removal.
- The current subdivision plan calls for removal.
- According to the arborist and EOR, the tree is located within the footprint of the proposed roadway and infrastructure improvements. Construction would require excavation, utility installation, and grading near the trunk and critical root zone, which could significantly reduce the tree's stability and increase the likelihood of future failure.

Historic Tree #8 (43" Live Oak)

- On the 2019 PUD Concept Plan and 2024 subdivision plan, this tree was mistakenly labeled as two non-historic trees, a 13-inch and a 19-inch live oak, both planned for removal.
- The current subdivision plan and 2025 tree survey indicate that this is a 43-inch DBH historic tree with co-dominant stems near the base, and it now requires City Council approval for removal.
- According to the 2025 arborist report, the tree has structural defects, including three main stems growing from the base that are fused improperly, creating weak unions that increase the likelihood of splitting or failure, especially during high winds. A vertical crack has also developed between two of the stems.
- The tree is located within a proposed townhome lot and within the footprint of a proposed townhome structure. According to the EOR, preserving the tree would require removing two townhome lots and would place a structurally compromised tree immediately adjacent to homes, creating a long-term safety concern.

Historic Tree #9 (41" Live Oak)

- On the 2024 subdivision plan, this tree was incorrectly labeled as a 24-inch tree and planned for removal because it is located within the subdivision's proposed roadway network.
- The 2025 tree survey identifies the tree as a 41-inch DBH historic live oak, which now requires City Council approval for removal.
- Removal is requested due to conflicts with the proposed roadway and drainage infrastructure.

Historic Tree #10 (36” Live Oak)

- On the 2019 PUD Concept Plan and 2024 subdivision plan, this tree, with a DBH less than 36 inches, was designated as a specimen tree and not classified as historic.
- Both the 2019 and 2024 plans proposed removal.
- Based on the 2025 tree survey, the tree has matured to a 36-inch DBH, qualifying it as a historic tree and requiring City Council approval for removal.
- According to the arborist and EOR, the tree is located within the footprint of the proposed roadway and infrastructure improvements. Construction would require excavation, utility installation, and grading near the trunk and critical root zone, which could significantly reduce the tree’s stability and increase the likelihood of future failure.

Based on these conditions and circumstances listed above, the applicant requests the removal of the seven trees.

PRESENTER: Tim Burman

ATTACHMENTS:

1.	Harbor Landings - Tree Removal Request Memo	Harbor Landings - Tree Removal Request Memo.pdf

Penelope Cruz	Created/Initiated - 04/06/2026
Tim Burman	Approved - 04/09/2026
Shannon Balmer	Approved - 04/14/2026
Wayne Clark	Final Approval - 06/04/2026

NEWKIRK ENGINEERING, INC.
CIVIL ENGINEERING - TRANSPORTATION - CEI - LANDSCAPE ARCHITECTURE
1230 N US HWY 1, SUITE 3, ORMOND BEACH, FLORIDA 32174 386-872-7794

March 5, 2026

Tim Burman
Community Development Director
City of Port Orange
1000 City Center Circle
Port Orange, FL 32129

Re: Harbor Landings – Historic Tree Removal Request
5653 Ridgewood Avenue
Port Orange, Florida 32127
SUBD-25-0002

Dear Mr. Burman,

On behalf of the property owner, Newkirk Engineering, Inc. respectfully submits this request for authorization to remove seven (7) historic trees located within the Harbor Landings development site. The trees proposed for removal are identified as Trees #1, #2, #3, #7, #8, #9, and #10 in the attached arborist report and corresponding site plan.

The request is limited to trees that cannot be reasonably preserved due to unavoidable infrastructure conflicts or documented structural concerns. Removal of these trees is necessary to allow construction of required roadway, utility, stormwater, and residential improvements while maintaining safe conditions for future residents and public infrastructure.

The subject trees meet the definition of a Historic Tree as established in the City of Port Orange Land Development Code, defined as any Live Oak or Bald Cypress with a diameter at breast height (DBH) of thirty-six (36) inches or greater. Each tree was evaluated by a certified arborist utilizing a Level II Tree Risk Assessment methodology consistent with International Society of Arboriculture (ISA) standards, which includes a comprehensive visual inspection of the crown, trunk, root flare, and surrounding conditions to assess structural stability and potential failure risk.

While the Harbor Landings site contains numerous mature live oaks, the project design has been developed to preserve the majority of existing canopy trees where feasible. The trees identified in this request cannot reasonably be preserved due to unavoidable conflicts with required infrastructure, building locations, and site grading necessary to meet roadway design standards, stormwater management requirements, and floodplain elevation criteria. In addition, several trees exhibit structural characteristics identified in the arborist report that increase long-term risk when located in proximity to buildings or transportation infrastructure.

Consistent with the intent of the City's tree protection provisions, removal of these trees is requested where preservation would either (1) conflict with required infrastructure or building placement, or (2) create a foreseeable safety risk due to structural conditions or disturbance to the root zone during construction.

The justification for each tree is summarized below:

Tree #1 (36" Oak)
Reason: The tree is located within the footprint of the proposed roadway and associated infrastructure improvements required for the Harbor Landings development. Construction of roadway facilities, utilities, and stormwater infrastructure requires grading, excavation, and compaction within the structural root zone of the tree. Industry guidance and ISA Best Management Practices indicate that significant disturbance to the root plate during construction can destabilize mature trees and increase the likelihood of structural failure.
Justification: Due to the required infrastructure location and grading necessary for roadway construction, preservation of Tree #1 would create an unsafe long-term condition adjacent to public infrastructure and vehicular circulation. Removal is therefore requested to allow construction of required improvements while maintaining public safety and site functionality.

Tree #2 (41" Oak)
Reason: The arborist report notes that this tree is heaved and growing at approximately a 45-degree angle, indicating prior root displacement and structural lean. This condition typically occurs when saturated soils or storm forces reduce root anchoring capacity.
Justification: Because the tree is also located adjacent to planned roadway and infrastructure improvements, maintaining this tree would place a structurally compromised tree in close proximity to future vehicular circulation and public infrastructure. The combination of structural lean, potential root instability, and roadway proximity creates an increased long-term risk to public safety. Removal of Tree #2 is therefore requested.

Tree #3 (55" Oak)
Reason: Although the arborist classified the tree as generally healthy, its location directly conflicts with the proposed driveway and residential building footprint for Lot 4. Construction within the floodplain requires finished floor elevations that necessitate significant site grading and fill placement within the tree's root zone. Major grade changes and root disturbance can severely affect tree stability and long-term survivability.
Justification: Preservation of Tree #3 is not feasible without compromising either the structural integrity of the tree or the safe construction of the proposed dwelling.

Tree #7 (37" Oak)
Reason: The tree is located within the footprint of proposed roadway and infrastructure improvements serving the development. Construction of these improvements requires excavation, utility installation, and grading within the immediate vicinity of the trunk and structural root zone. Disturbance of the root system during construction can significantly reduce tree stability and increase the likelihood of failure.
Justification: Due to the direct conflict with roadway construction and the need to maintain safe vehicular travel corridors, removal of Tree #7 is requested.

Tree #8 (43” Oak)
Reason: The arborist report identifies structural defects including three co-dominant stems forming near the base of the root crown with included bark, creating a weak union between stems. A vertical crack has also developed between two stems, indicating potential separation and failure during high wind events.
Justification: Because this tree is located within the footprint of the proposed townhome structure on Lot 22, retaining the tree would place a structurally compromised tree immediately adjacent to residential structures. Removal of Tree #8 is requested to eliminate a foreseeable safety hazard.

Tree #9 (41” Oak)
Reason: The tree is located within the area required for construction of the driveway, roadway, and infrastructure serving Lot 10. Construction of these improvements will require excavation and grading within the tree’s structural root zone, which would compromise long-term stability.
Justification: Because the tree would be located directly within vehicular circulation areas and subject to root disturbance during construction, its retention would create a potential long-term hazard adjacent to roadway infrastructure.

Tree #10 (36” Oak)
Reason: This tree is located within the footprint of the proposed roadway and sidewalk infrastructure serving the development near Lot 20. Installation of roadway pavement, utilities, and pedestrian facilities requires excavation within the critical root zone, which would compromise the structural root system.
Justification: The removal of Tree #10 is therefore requested to allow construction of required public infrastructure while maintaining safe conditions for future residents and roadway users.

Avoidance and Minimization of Tree Impacts
As part of the site planning process, the development layout was designed to avoid and minimize impacts to existing canopy trees to the greatest extent practicable. Multiple iterations of roadway alignment, lot configuration, and building footprints were evaluated in an effort to retain significant trees while still meeting City of Port Orange Land Development Code requirements, stormwater management criteria, roadway design standards, and floodplain elevation requirements. The trees identified in this request represent locations where preservation was determined to be infeasible due to unavoidable infrastructure conflicts, required grading, or structural conditions identified in the arborist report.

Tree Replacement and Canopy Mitigation
The Harbor Landings development will comply with all applicable tree replacement and canopy mitigation provisions of the City of Port Orange Land Development Code. Any historic trees approved for removal will be mitigated in accordance with the City’s tree replacement standards through installation of replacement canopy trees within the development or other approved mitigation measures as determined during the development review process.
In addition to required mitigation, the proposed landscape plan preserves several mature canopy trees across the site and incorporates additional native canopy species throughout common areas, buffers, and streetscapes. This approach will enhance long-term tree canopy coverage while supporting the intent of the City’s tree preservation regulations and urban forestry objectives.

Although removal of these historic trees is necessary due to infrastructure conflicts and safety considerations, the proposed design balances preservation of existing canopy resources with the practical requirements of roadway construction, stormwater infrastructure, and floodplain compliance.

We respectfully request approval of this historic tree removal request as part of the Harbor Landings subdivision development review. Should the City require any additional information or documentation, we would be pleased to provide it.

If you have any questions or need additional information, please feel free to contact our office.

Sincerely,

Harry H. Newkirk

Harry H. Newkirk, PE
President and CEO of
Newkirk Engineering, Inc.

DEMOLITION AND SWPPP NOTES:

1. ALL EROSION CONTROL DEVICES AND VISIBLE BARRICADES SHALL BE INSTALLED AND APPROVED BY THE ENGINEER PRIOR TO THE START OF CLEARING AND GRUBBING.
2. THE CONTRACTOR SHALL SCHEDULE A PRECONSTRUCTION MEETING WITH THE CITY AS SPECIFIED PRIOR TO START OF CONSTRUCTION.
3. THE SITE SHALL BE CLEARED AND GRUBBED OF ALL VEGETATION AND DEBRIS WITHIN THE APPROXIMATE LIMITS OF CLEARING AS INDICATED ON THE DRAWING.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONTACTING THE CITY OF PORT ORANGE UTILITY DEPARTMENT, FLORIDA SUNSHINE AND EMERGENCY SERVICES FOR RESPECTIVE UTILITY LOCATIONS AND "NOTICE" OF CONSTRUCTION ACTIVITY.
5. ALL REMOVED MATERIAL SHALL BE HAULED OFF-SITE TO AN APPROVED LANDFILL. TREES MAY BE LOGGED OR MULCHED FOR OFF-SITE DISPOSAL AT THE CONTRACTOR'S DISCRETION.
6. ALL EROSION CONTROL DEVICES SHALL BE PLACED PRIOR TO THE START OF WORK AND REMAIN IN PLACE UNTIL ALL WORK IS COMPLETE.
7. CONTRACTOR SHALL BE RESPONSIBLE FOR PERIODIC INSPECTION AND REMOVAL OF DEBRIS AND SILT BEHIND EROSION CONTROL DEVICES..
8. ALL INLETS AND PIPE SHALL BE PROTECTED DURING CONSTRUCTION BY INLET PROTECTION MEASURES TO PREVENT SILTATION IN THE DRAINAGE SYSTEM (SEE DETAILS THIS DRAWING). THE ENTIRE DRAINAGE SYSTEM SHALL BE CLEANED OF ALL DEBRIS PRIOR TO FINAL ACCEPTANCE.
9. ADJ OFF-SITE AREAS DISTURBED DURING CONSTRUCTION ACTIVITY SHALL BE IMMEDIATELY RESTORED TO PRIOR CONDITION UPON COMPLETION OF WORK.
10. SOILS ARE TO BE STABILIZED BY WATER OR OTHER MEANS DURING CONSTRUCTION. THIS IS INTENDED TO REDUCE SOIL EROSION, BLOWING SAND AND THE IMPACT TO NEIGHBORING PROPERTIES.
11. THE CONTRACTOR SHALL PROVIDE THE ENGINEER, CITY A MOT PLAN AT PRECONSTRUCTION MEETING. TRAFFIC SHALL BE ALLOWED TO CONTINUE DURING WORK. PROVIDE MEASURES TO DETOUR TRAFFIC AROUND OPEN EXCAVATION WITH ADEQUATE BARRICADES, SIGNAGE AND FLAGPERSON TO DIRECT TRAFFIC. EMERGENCY SERVICES SHALL BE NOTIFIED 48 HOUR IN ADVANCE.
12. EXISTING DRIVEWAY SHOWN ADJACENT TO OR OUTSIDE LIMITS OF CONSTRUCTION SHALL REMAIN IN-SERVICE. EXISTING UTILITIES AND DRIVEWAYS SHALL NOT BE REMOVED UNLESS OTHERWISE NOTED.
13. IF ANY DEWATERING IS TO OCCUR DURING ANY PHASE OF CONSTRUCTION THEN DEWATERING ACTIVITY SHALL ADHERE TO CHAPTER 40C-22 FAC MORE SPECIFICALLY AS FOLLOWS. PER 40C-22.030(3) A "NOTICED GENERAL SHORT-TERM DEWATERING PERMIT" IS REQUIRED "ONLY IF" DEWATERING EXCEEDS 4 MILLION GALLONS PER DAY, EXCEPT DURING THE FIRST 120 HOURS OF DEWATERING WHEN THE DAILY AND INSTANTANEOUS PUMPAGE RATES SHALL NOT EXCEED 6 MILLION GALLONS PER DAY. AVERAGE DAILY WITHDRAWAL SHALL NOT EXCEED 2 MILLION GALLONS PER DAY FOR THE FIRST 60 DAYS OF THE DEWATERING ACTIVITY AND SHALL NOT EXCEED ONE MILLION GALLONS PER DAY OF A 180 DAY DURATION. EACH SPECIFIC DEWATERING PROJECT SHALL NOT EXCEED 180 DAYS. THE CONTRACTOR SHALL BE RESPONSIBLE TO ENSURE ANY DEWATERING ACTIVITY IS BELOW THE SPECIFIED THRESHOLD. OTHERWISE A PERMIT WILL BE REQUIRED AT THE EXPENSE OF THE CONTRACTOR. THE CONTRACTOR SHALL FAMILIARIZE ITSELF WITH CHAPTER 40C-22 FAC AND BE SOLELY RESPONSIBLE FOR OBTAINING AND SUBMITTING FORM RDS-50 TO SJRWMD A MINIMUM OF 10 DAYS PRIOR TO ANY DEWATERING ACTIVITY. SUBMITTAL OF FORM RDS-50 IS NOT REQUIRED IF DEWATERING IS 300,000 GALLONS PER DAY OR LESS AND WILL NOT EXCEED 30 DAYS IN DURATION.

SWPPP INSPECTIONS AND RECORD KEEPING:

INSPECTIONS ARE REQUIRED AT LEAST EVERY SEVEN (7) CALENDAR DAYS AND WITHIN 24 HOURS FOLLOWING A RAINFALL EVENT OF ONE-HALF (½) OF AN INCH OF RAINFALL OR GREATER AND SHALL CONTINUE UNTIL THE SITE COMPLIES WITH FINAL STABILIZATION (NOTICE OF TERMINATION). INSPECTIONS MUST BE CONDUCTED BY A "QUALIFIED" INSPECTOR. "QUALIFIED" IS DEFINED AS A PERSON THAT A). HAS SUCCESSFULLY COMPLETED AND MET ALL REQUIREMENTS NECESSARY TO BE FULLY CERTIFIED THROUGH THE FDEP STORMWATER, EROSION AND SEDIMENTATION CONTROL INSPECTOR TRAINING PROGRAM; B). HAS SUCCESSFULLY COMPLETED AN EQUIVALENT FORMAL TRAINING PROGRAM; OR C). THAT IS QUALIFIED BY OTHER TRAINING OR PRACTICAL EXPERIENCE IN THE FIELD OF STORMWATER POLLUTION PREVENTION AND EROSION AND SEDIMENTATION CONTROL. EACH INSPECTION MUST BE FOLLOWED UP BY A REPORT DOCUMENTING THE INSPECTOR'S FINDINGS AND REQUEST THE REQUIRED MAINTENANCE AND/OR REPAIR FOR THE EROSION AND SEDIMENTATION CONTROL MEASURES. THESE RECORDS ARE USED TO PROVE THAT THE REQUIRED INSPECTION AND MAINTENANCE WERE PERFORMED AND SHALL BE PLACED IN THE SWPPP LEDGER. IN ADDITION TO INSPECTION AND MAINTENANCE REPORTS, RECORDS SHOULD BE KEPT OF CONSTRUCTION ACTIVITIES THAT OCCUR ON THE SITE. THE CONTRACTOR SHALL RETAIN COPIES OF THE SWPPP, ALL REPORTS AND DATA FOR A MINIMUM OF FIVE (5) YEARS AFTER THE PROJECT IS COMPLETE IN PAPER AND CD FORMAT.

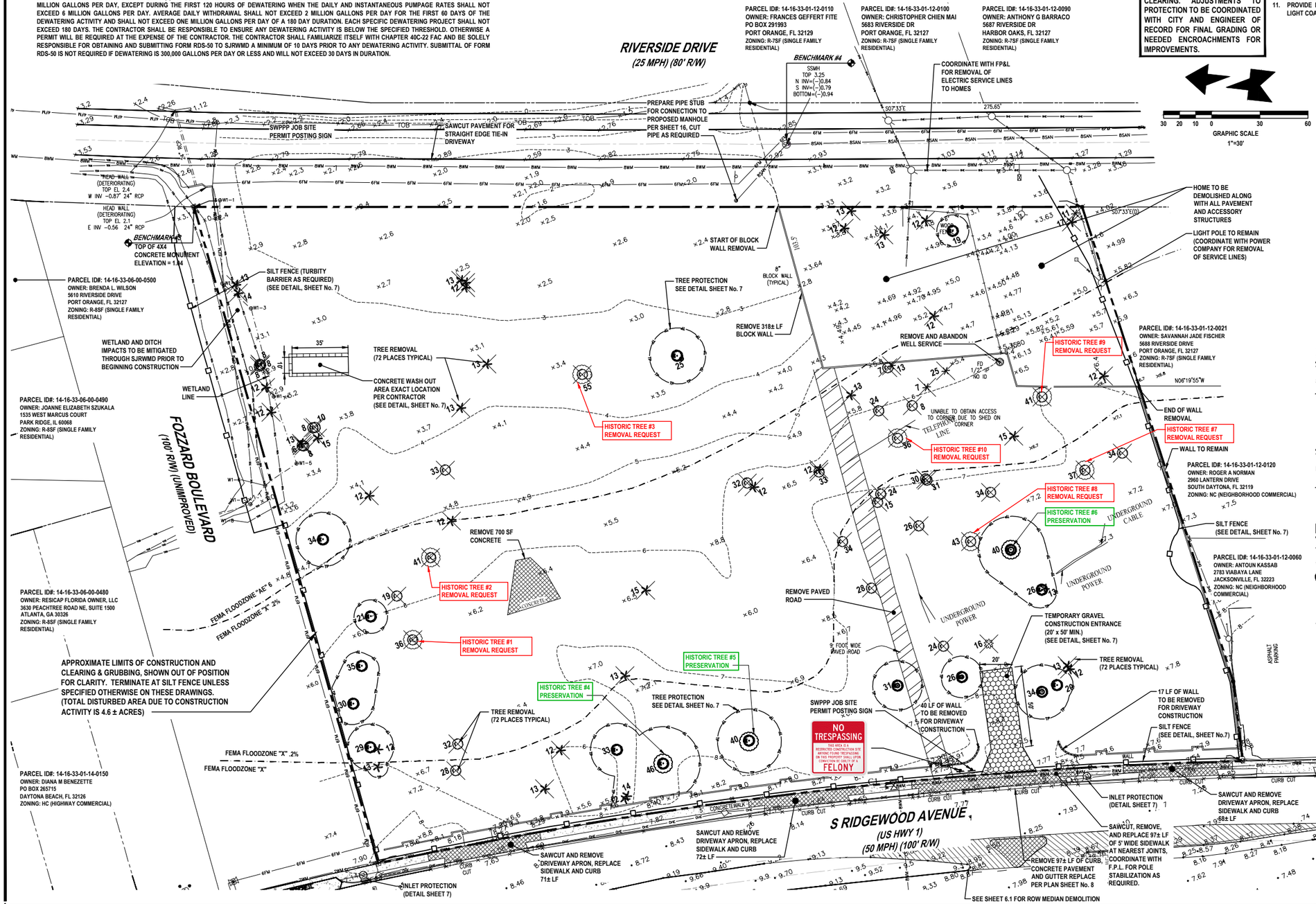
LAND ALTERATION / TREE PRESERVATION NOTES:

1. ALL TREES TO REMAIN MUST BE PROTECTED BY TREE PRESERVATION BARRICADES MEETING THE MINIMUM STANDARDS. PROTECTIVE BARRICADES SHALL REMAIN IN PLACE UNTIL LAND ALTERATION AND CONSTRUCTION ACTIVITIES ARE COMPLETED.
2. ALL TRIMMING SHALL BE UNDERTAKEN ON A TREE PROTECTED BY THE PROVISIONS OF THE LAND DEVELOPMENT CODE SHALL BE IN ACCORDANCE WITH THE AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI) A-300 PRUNING STANDARDS.
3. OAK TREES LARGER THAN 36-INCHES AND ABOVE (HISTORIC) PRUNING SHALL BE PERFORMED BY AN ARBORIST CERTIFIED BY THE INTERNATIONAL SOCIETY OF ARBORICULTURE OR A REGISTERED CONSULTING ARBORIST WITH THE AMERICAN SOCIETY OF CONSULTING ARBORISTS. THE ARBORIST SHALL UNDERSTAND THAT THE AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI) A300 PRUNING STANDARDS IS A STANDARD OF DIVISION 4.0.
4. ALL TREE ROOTS EXISTING WITHIN APPROVED IMPROVEMENT AREAS AND ORIGINATING FROM A PROTECTED TREE, SHALL BE SEVERED CLEAN AT THE LIMITS OF THE PRESERVED AREA WHERE INDICATED ON THIS PLAN.
5. SEE TREE PROTECTION DETAIL M-25, SHEET No. 7. FOR INITIAL CLEARING COORDINATE WITH CITY AND EOR FOR MODIFICATION TO TREE PROTECTION FOR CONSTRUCTION ACTIVITY.

NOTE:
TREES TO BE PROTECTED PER CITY DETAILS UPON INITIAL CLEARING. ADJUSTMENTS TO PROTECTION TO BE COORDINATED WITH CITY AND ENGINEER OF RECORD FOR FINAL GRADING OR NEEDED ENCROACHMENTS FOR IMPROVEMENTS.

EROSION CONTROL NOTES:

1. LAND DISTURBING ACTIVITIES SHALL NOT COMMENCE UNTIL APPROVAL TO DO SO HAS BEEN RECEIVED BY GOVERNING AUTHORITIES. THE GENERAL CONTRACTOR SHALL STRICTLY ADHERE TO THE SWPPP DURING CONSTRUCTION OPERATIONS.
2. NO LAND CLEARING OR GRADING SHALL BEGIN UNTIL ALL EROSION CONTROL DEVICES HAVE BEEN INSTALLED.
3. THE CONTRACTOR SHALL POST "NO TRESPASSING" SIGNAGE AT ALL SITE ENTRANCES PRIOR TO CONSTRUCTION.
4. MAINTAIN EROSION CONTROL MEASURES AFTER EACH RAIN AND AT LEAST ONCE A WEEK.
5. THIS PLAN SHALL NOT BE CONSIDERED ALL INCLUSIVE AS THE GENERAL CONTRACTOR SHALL TAKE ALL NECESSARY PRECAUTIONS TO PREVENT SOIL SEDIMENT FROM LEAVING THE SITE.
6. GENERAL CONTRACTOR SHALL COMPLY WITH ALL STATE AND LOCAL ORDINANCES THAT APPLY.
7. ADDITIONAL EROSION AND SEDIMENT CONTROL MEASURES WILL BE INSTALLED IF DEEMED NECESSARY BY ON SITE INSPECTION.
8. NO TURBID WATER SHALL BE DISCHARGED OFF-SITE FROM THE DEWATERING OPERATION. CONTRACTOR SHALL TAKE MEASURES TO CONTROL TURBIDITY.
9. IF INSTALLATION OF STORM DRAINAGE SYSTEM SHOULD BE INTERRUPTED BY WEATHER OF NIGHTFALL, THE PIPE ENDS SHALL BE COVERED WITH FILTER FABRIC.
10. GENERAL CONTRACTOR SHALL BE RESPONSIBLE TO TAKE WHATEVER MEANS NECESSARY TO ESTABLISH PERMANENT SOIL STABILIZATION.
11. PROVIDE DUST CONTROL FOR ALL EARTHWORK OPERATIONS. COVER AREA WITH LIGHT COATING OF WATER OR OTHER APPROVED METHOD.



LEGEND:

- PROPOSED SILT FENCE (SEE CITY DETAIL M-23, SHEET No. 7)
- PROPOSED TREE BARRICADE (SEE CITY DETAIL M-25, SHEET No. 7)
- PROPOSED AGGREGATE
- ASPHALT/CONCRETE REMOVAL

BENCHMARK INFORMATION:

#3 BENCHMARK #3 TOP OF 4X4 CONCRETE MONUMENT ELEVATION = 1.04

#4 BENCHMARK #4 TOP OF SANITARY SEWER MANHOLE ELEVATION = 3.11

VERTICAL DATA
ELEVATIONS REFER TO (N.A.V.D. 88) NORTH AMERICAN VERTICAL DATUM 1988, FEET AND DECIMAL PART THEREOF. BENCHMARK REFERENCE NAVD DATUM OF 1988. BENCHMARK DESIGNATION IS A NATIONAL GEODETIC SURVEY DESIGNATION V 404 PID AQ2698 ELEVATION = 3.11

SPECIMEN TREE LEGEND :

TYPE (ALL SPECIES)		EXISTING	REMOVED	REMAIN	REQUIRED
SPECIMEN	18	40	24	16	18.9
		40	24	16	18.9

HISTORIC TREE LEGEND :

TYPE (ALL SPECIES)		EXISTING	REMOVED	REMAIN
HISTORIC	36	10	7	3
		10	7	3

EXISTING TREE LEGEND:

NAME	COUNT	REMOVE	REMAINING
CEDAR TREE	1	1	0
OAK TREE	49	33	16
PALM TREE	35	30	5
HACKBERRY TREE	4	4	0
TOTALS	89	68	21

One Nation... One Number... 811 Know what's below. Call before you dig.

WARNING !!
CONTRACTOR SHALL TAKE ALL PRECAUTIONS DURING CONSTRUCTION TO AVOID CONTACT WITH EXISTING UNDERGROUND UTILITIES AND OVERHEAD ELECTRIC IN THE RIGHT-OF-WAY.

REVISIONS

DATE	DESCRIPTION

1230 North US1, Suite 3
Ormond Beach, Florida 32174
Phone (386) 872-7794
www.Newkirk-Engineering.com
C.A. # 30209
L.C. # 26000384

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Civil Engineering, Transportation, CEI & Landscape Architecture
NEWKIRK ENGINEERING INC.

DEMOLITION AND SWPPP PLAN
HARBOR LANDINDS
5653 SOUTH RIDGEWOOD AVE
PORT ORANGE, FL 32127

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PROJECT No:	2025-084
DATE:	OCTOBER 2025
DESIGN BY:	CAB
DRAWN BY:	CRA
CHECKED BY:	HHN
SCALE:	1" = 30'

DRAWING NUMBER

06

GRAPHIC SCALE
30 20 10 0 30 60
1"=30'

SPECIMEN TREE LEGEND :

TYPE (ALL SPECIES)		EXISTING	REMOVED	REMAIN	REQUIRED
SPECIMEN	(18)	40	24	16	18.9
		40	24	16	18.9

HISTORIC TREE LEGEND :

TYPE (ALL SPECIES)		EXISTING	REMOVED	REMAIN
HISTORIC	(36)	10	7	3
		10	7	3

PAVING LEGEND

ASPHALT PAVEMENT	1.5" SP-9.5 (TL-C) WITH TACK COAT PER FDOT SPECIFICATIONS 6" CRUSHED CONCRETE (LBR=130) MIN OF 98% MODIFIED PROCTOR MAX DENSITY PER AASHTO T-180 (4" MAX. LIFTS) 12" STABILIZED SUBBASE (BR 40) MIN OF 98% MODIFIED PROCTOR MAX DENSITY PER AASHTO T-180 (TYPE B STABILIZATION) * ALTERNATE 12" STABILIZED SUBBASE: 6" CRUSHED CONCRETE (LBR=130) MIN OF 98% MODIFIED PROCTOR MAX DENSITY PER AASHTO T-180 (4" MAX. LIFTS) *ALTERNATE PAVEMENT TO ASPHALT IS CONCRETE PAVEMENT SEE CITY DETAIL R-19, SHEET No. 22
CONCRETE PAVEMENT	6" CONCRETE (4,000 P.S.I. @ 28 DAYS) 12" STABILIZED SUBGRADE (LBR 40) MIN OF 98% MODIFIED PROCTOR MAX DRY DENSITY PER ASTM D1557, AASHTO T-180 (6" LIFTS) SEE CITY DETAIL R-14, SHEET No. 22
CONCRETE SIDEWALK	6" THICK CONCRETE (3,000 P.S.I. @ 28 DAYS), CLASS I, APPROVED FDOT DESIGN MIX (FDOT INDEX No. 522-001) No. 4 REBAR REQUIRED. SEE CITY DETAILS M-6, M-6.1 & M-7, SHEET No. 22
FDOT CONCRETE APRON	6" CONCRETE (3,000 P.S.I. @ 28 DAYS) 12" STABILIZED SUB-GRADE TO A 75 FBV/LBR 40, COMPACTED TO A 98% MAXIMUM DRY DENSITY PER AASHTO T-180, CONSTRUCTED IN ONE LIFT (SEE DETAIL, SHEET No. 25)
DRIVEWAY PAVERS	3-1/8" SF-RIMA PERMEABLE PAVERS COLOR: BY OWNER POWER BASE PER MANUFACTURERS RECOMMONDATIONS (USED FOR LOT 1-10 DRIVEWAYS)

OVERALL SITE DEVELOPMENT USAGE

SITE COVERAGE - PROPOSED

AREA TYPE	SF	ACRE	% OF SITE
ASPHALT & CONCRETE	53,421	1.226	25.9%
LOT IMPERVIOUS	73,118	1.679	35.4%
SITE PERVIOUS	46,310	1.063	22.4%
LOT PERVIOUS	33,633	0.772	16.3%
TOTAL SITE	206,482	4.740	100.0%
TOTAL IMPERVIOUS	126,539	2.905	61.3%
TOTAL OPEN SPACE	79,943	1.835	38.7%

1. EXISTING: URBAN MEDIUM DENSITY RESIDENTIAL (4 TO 8 UNITS PER ACRE), PROPOSED: URBAN MEDIUM RESIDENTIAL (4 TO 8 UNITS PER ACRE)
2. SITE CONSISTS OF: (12) CANAVERAL SAND, 0 TO 1 PERCENT SLOPES & (15) COCOA SAND, 0 TO 5 PERCENT SLOPES
3. COMPLIANCE WITH THE LAND DEVELOPMENT CODE MAY NECESSITATE MODIFICATION OF THE CONCEPTUAL PLAN [LDC, CH. 17, SEC. 17(h)(2)(k)].
4. COMPLIANCE WITH THE ENVIRONMENTAL PRESERVATION CODE MAY NECESSITATE MODIFICATION OF THE CONCEPTUAL PLAN.
5. DRIVEWAY SLOPES EXCEEDING A 7% CHANGE IN WILL REQUIRE AN ENGINEER'S SEAL WITH ITS RESPECTIVE BUILDING PERMIT.

LEGEND

- MIAMI CURB
- TYPE "F" CURB
- TYPE "E" CURB
- SITE LIGHT POLES
- MAIL KIOSK
- TRANSITION FROM TYPE 'F' CURB TO MIAMI CURB

EASEMENT LEGEND :

DE - CITY DRAINAGE EASEMENT

DUE - CITY DRAINAGE & UTILITY EASEMENT

AUE - ACCESS AND UTILITY EASEMENT (FRANCHISE UTILITY AND CITY)

HOA ACCESS AND MAINTENANCE EASEMENT (FOR LANDSCAPING AND WALLS)

EASEMENT LEGEND :

(SK19) SPECIMEN TREE WITH REQUIRED EASEMENT (1' DIA FOR 1" CAL) ONLY SHOWN FOR TREES PROPOSED TO KEEP

*SEE SHEET 39 FOR EASEMENT PLAN

DE	CITY DRAINAGE EASEMENT
AUE	ACCES, UTILITY EASEMENT FOR CITY
HOA	HOME OWNER'S EASEMENT & MAINTENANCE ACCESS
HOA	HOME OWNER'S EASEMENT & MAINTENANCE ACCESS
NVA	NON-VEHICULAR-ACCESS EASEMENT

SITE DEVELOPMENT USAGE

		PROVIDED:
1A. SINGLE FAMILY LOT REQUIREMENTS (LOTS 1-10):		
FRONT SETBACK:	20 FT	20 FT
REAR SETBACK:	20 FT	20 FT
SIDE SETBACK:	5 FT	5 FT
SIDE CORNER SETBACK:	5 FT	5 FT
MINIMUM LOT WIDTH:	50 FT	50 FT
MINIMUM LOT DEPTH:	97 FT	116 FT
MAXIMUM BUILDING HEIGHT:	35 FT	35 FT
LOT MINIMUM OPEN SPACE:	40%	55%
LOT MAXIMUM IMPERVIOUS AREA:	60%	45%
MAXIMUM BUILDING COVERAGE:	40%	30%
MINIMUM DRIVEWAY WIDTH:	20 FT	20 FT
1B. TOWNHOME LOT REQUIREMENTS (LOTS 11-26):		PROVIDED:
FRONT SETBACK:	20 FT	20 FT
REAR SETBACK:	17 FT	17 FT
SIDE SETBACK:	0 FT	0 FT
SIDE CORNER SETBACK:	10 FT	10 FT
MINIMUM LOT WIDTH:	23 FT	23.5 FT
MINIMUM LOT DEPTH:	102 FT	104.5 FT
MAXIMUM BUILDING HEIGHT:	35 FT	35 FT
LOT MINIMUM OPEN SPACE:	20%	20%
LOT MAXIMUM IMPERVIOUS AREA:	80%	80%
MAXIMUM BUILDING COVERAGE:	65%	65%

2. LANDSCAPE BUFFERS (OVERALL SITE):

NORTH PROPERTY LINE	20 FEET
EAST PROPERTY LINE	10 FEET
SOUTH PROPERTY LINE	10 FEET
WEST PROPERTY LINE	10 FEET

PARKING REQUIREMENTS				
BUILDING USE	A. UNITS	B. SPACES	C. PER UNIT	D. REQ. SPACES
SINGLE FAMILY	10	2	1	20
TOWNHOME LOTS	16	2	1	32
GUEST	16	0.25	1	4
TOTAL REQUIRED SPACES				52

PROVIDED PARKING		
	%	PROV. SPACES
UNIT GARAGE	37.5%	36
UNIT DRIVEWAY	54.2%	52
ON STREET PARKING (VISITORS)	1.4%	8
TOTAL PROVIDED SPACES		96

PARCEL AREAS CHART

Parcel Name	Parcel Style	Area (SF)	Acres (AC)
LOT 1	SINGLE FAMILY LOT	9186.6	0.211
LOT 2	SINGLE FAMILY LOT	5781.0	0.133
LOT 3	SINGLE FAMILY LOT	5521.5	0.127
LOT 4	SINGLE FAMILY LOT	5599.8	0.129
LOT 5	SINGLE FAMILY LOT	5599.8	0.129
LOT 6	SINGLE FAMILY LOT	5599.8	0.129
LOT 7	SINGLE FAMILY LOT	5599.8	0.129
LOT 8	SINGLE FAMILY LOT	5599.8	0.129
LOT 9	SINGLE FAMILY LOT	5599.8	0.129
LOT 10	SINGLE FAMILY LOT	7327.3	0.168
LOT 11	NEI TOWNHOME	2904.9	0.067
LOT 12	NEI TOWNHOME	2549.8	0.059
LOT 13	NEI TOWNHOME	2549.8	0.059
LOT 14	NEI TOWNHOME	2929.5	0.067
LOT 15	NEI TOWNHOME	2929.5	0.067
LOT 16	NEI TOWNHOME	2549.8	0.059
LOT 17	NEI TOWNHOME	2549.8	0.059
LOT 18	NEI TOWNHOME	2929.5	0.067
LOT 19	NEI TOWNHOME	2929.5	0.067
LOT 20	NEI TOWNHOME	2549.8	0.059
LOT 21	NEI TOWNHOME	2549.8	0.059
LOT 22	NEI TOWNHOME	2929.5	0.067
LOT 23	NEI TOWNHOME	3640.4	0.084
LOT 24	NEI TOWNHOME	2921.6	0.067
LOT 25	NEI TOWNHOME	2812.9	0.065
LOT 26	NEI TOWNHOME	3110.3	0.071
Open Space : 27	Open Space	99730.3	2.289
TRACT A	DRAINAGE	0	0.000
TRACT B	DRAINAGE	0	0.000
TRACT C	DRAINAGE	0	0.000
TRACT D	DRAINAGE	0	0.000
TRACT E	PRIVATE ROAD	0	0.000
TOTALS		206,482	0.000
LOT TOTALS		106752	2.451
TRACT TOTALS		99730	2.289

HALIFAX RIVER

RIVERSIDE DRIVE (25 MPH) (80' R/W)

HARBOR LANDINGS CIRCLE (25 MPH)

S RIDGEWOOD AVENUE (US HWY 1) (50 MPH) (100' R/W)

FOZZARD BOULEVARD (100' R/W) (UNIMPROVED)

PARCEL ID#: 14-16-33-06-00-0500
OWNER: BRENDA L. WILSON
5610 RIVERSIDE DRIVE
PORT ORANGE, FL 32127
ZONING: R-8SF (SINGLE FAMILY RESIDENTIAL)

PARCEL ID#: 14-16-33-06-00-0490
OWNER: JOANNE ELIZABETH SZUKALA
1535 WEST MARCUS COURT
PARK RIDGE, IL 60068
ZONING: R-8SF (SINGLE FAMILY RESIDENTIAL)

PARCEL ID#: 14-16-33-06-00-0480
OWNER: RESICAP FLORIDA OWNER, LLC
3630 PEACHTREE ROAD NE, SUITE 1500
ATLANTA, GA 30326
ZONING: R-8SF (SINGLE FAMILY RESIDENTIAL)

PARCEL ID#: 14-16-33-01-14-0150
OWNER: DIANA M BENEZETTE
PO BOX 265715
DAYTONA BEACH, FL 32126
ZONING: HC (HIGHWAY COMMERCIAL)

PARCEL ID#: 14-16-33-01-12-0021
OWNER: SAVANNAH JADE FISCHER
5688 RIVERSIDE DRIVE
PORT ORANGE, FL 32127
ZONING: R-7SF (SINGLE FAMILY RESIDENTIAL)

PARCEL ID#: 14-16-33-01-12-0120
OWNER: ROGER A NORMAN
2960 LANTERN DRIVE
SOUTH DAYTONA, FL 32119
ZONING: NC (NEIGHBORHOOD COMMERCIAL)

PARCEL ID#: 14-16-33-01-12-0060
OWNER: ANTOUN KASSAB
2783 VIABAYA LANE
JACKSONVILLE, FL 32223
ZONING: NC (NEIGHBORHOOD COMMERCIAL)

LOT 1 9187 SF 0.211 AC
LOT 2 5781 SF 0.133 AC
LOT 3 5521 SF 0.127 AC
LOT 4 5600 SF 0.129 AC
LOT 5 5600 SF 0.129 AC
LOT 6 5600 SF 0.129 AC
LOT 7 5600 SF 0.129 AC
LOT 8 5600 SF 0.129 AC
LOT 9 5600 SF 0.129 AC
LOT 10 7327 SF 0.168 AC

TOWNHOME 1: LOT 11 2905 SF 0.067 AC; LOT 12 2550 SF 0.059 AC; LOT 13 2550 SF 0.059 AC; LOT 14 2930 SF 0.067 AC
TOWNHOME 2: LOT 15 2930 SF 0.067 AC; LOT 16 2550 SF 0.059 AC; LOT 17 2550 SF 0.059 AC; LOT 18 2930 SF 0.067 AC
TOWNHOME 3: LOT 19 2930 SF 0.067 AC; LOT 20 2550 SF 0.059 AC; LOT 21 2550 SF 0.059 AC; LOT 22 2930 SF 0.067 AC
TOWNHOME 4: LOT 23 3640 SF 0.084 AC; LOT 24 2922 SF 0.067 AC; LOT 25 2813 SF 0.065 AC; LOT 26 3110 SF 0.071 AC

HISTORIC TREE #1 REMOVAL REQUEST
HISTORIC TREE #2 REMOVAL REQUEST
HISTORIC TREE #3 REMOVAL REQUEST
HISTORIC TREE #4 PRESERVATION
HISTORIC TREE #5 PRESERVATION
HISTORIC TREE #6 PRESERVATION
HISTORIC TREE #7 REMOVAL REQUEST
HISTORIC TREE #8 REMOVAL REQUEST
HISTORIC TREE #9 REMOVAL REQUEST
HISTORIC TREE #10 REMOVAL REQUEST

EXISTING HEADWALLS; EXISTING DRAINAGE DITCH; 10' LANDSCAPE BUFFER; LIGHT POLE; TYPE "F" CURB; TYPE "F" CURB"; PROPOSED 5' CONCRETE SIDEWALK; 10' LANDSCAPE BUFFER; 10' LANDSCAPING MAINTENANCE ACCESS EASEMENT; 2' NVA EASEMENT; TREE WELL (PER BUILDING PERMIT); BUILDINGS AND DRIVEWAY LOCATIONS SHOWN ARE RECOMMENDATIONS (EXCEPT LOTS 1, 4, 5, & 10); 15' DRAINAGE & UTILITY EASEMENT; 10' LANDSCAPE BUFFER; DRIVEWAY PAVER AREA; 4' SIDEWALK; 2' MIAMI CURB; 4' CONCRETE SIDEWALK; CONCRETE PARKING; 15' AUE; BIO RETENTION POND A; BIO RETENTION POND B; BIO RETENTION POND C; BIO RETENTION POND D; BIKE RACK; MAIL KIOSK; 2 CONCRETE PARKING SPACES; GAZEBO / PICNIC AREA (DESIGNED BY OTHERS); 5' CONCRETE SIDEWALK; 20' LANDSCAPE BUFFER; 20' HOA WALL AND LANDSCAPING MAINTENANCE AND ACCESS EASEMENT; WALL TO BE UPDATED/REPAIRED PER ARCHITECTURAL ELEVATIONS; BENCH; TYPICAL TREE CONSERVATION AREA (SEE TREE PRESERVATION PLAN, SHEET No. 36 FOR DETAILS); TYPICAL TREE CONSERVATION AREA; 71 LF 5' WIDE CONCRETE SIDEWALK; 71 LF TYPE "F CURB"; 72 LF 5' WIDE CONCRETE SIDEWALK; 72 LF TYPE "F CURB"; TIE IN TO EXISTING CURB; 93 LF VALLEY GUTTER; TIE IN TO EXISTING CURB; 5' WIDE CONCRETE SIDEWALK; 68 LF 5' WIDE CONCRETE SIDEWALK; 68 LF TYPE "F CURB"; 2' NVA EASEMENT; SEE SHEETS 6.1, 9.1, 11.1 FOR TURN LANE PLANS

S07°33'00"E 553.55'; N82°26'19"E 425.60'; S75°38'32"W

WARNING !!

CONTRACTOR SHALL TAKE ALL PRECAUTIONS DURING CONSTRUCTION TO AVOID CONTACT WITH EXISTING UNDERGROUND UTILITIES AND OVERHEAD ELECTRIC IN THE RIGHT-OF-WAY.

One Nation... One Number... 811 Know what's below. Call before you dig.

REVISIONS

DATE	DESCRIPTION

1230 North US1, Suite 3
Ormond Beach, Florida 32174
Phone (386) 872-7794
www.NewkirkEngineering.com
C.A. # 30209
L.C. # 26000584

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Civil Engineering, Transportation, CEI & Landscape Architecture

NEWKIRK ENGINEERING INC.

GEOMETRY AND PAVEMENT PLAN

HARBOR LANDINGS

5653 SOUTH RIDGEWOOD AVE
PORT ORANGE, FL 32127

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PROJECT No:	2025-084
DATE:	OCTOBER 2025
DESIGN BY:	CAB
DRAWN BY:	CAB
CHECKED BY:	HHN
SCALE:	1"=30'

DRAWING NUMBER

08

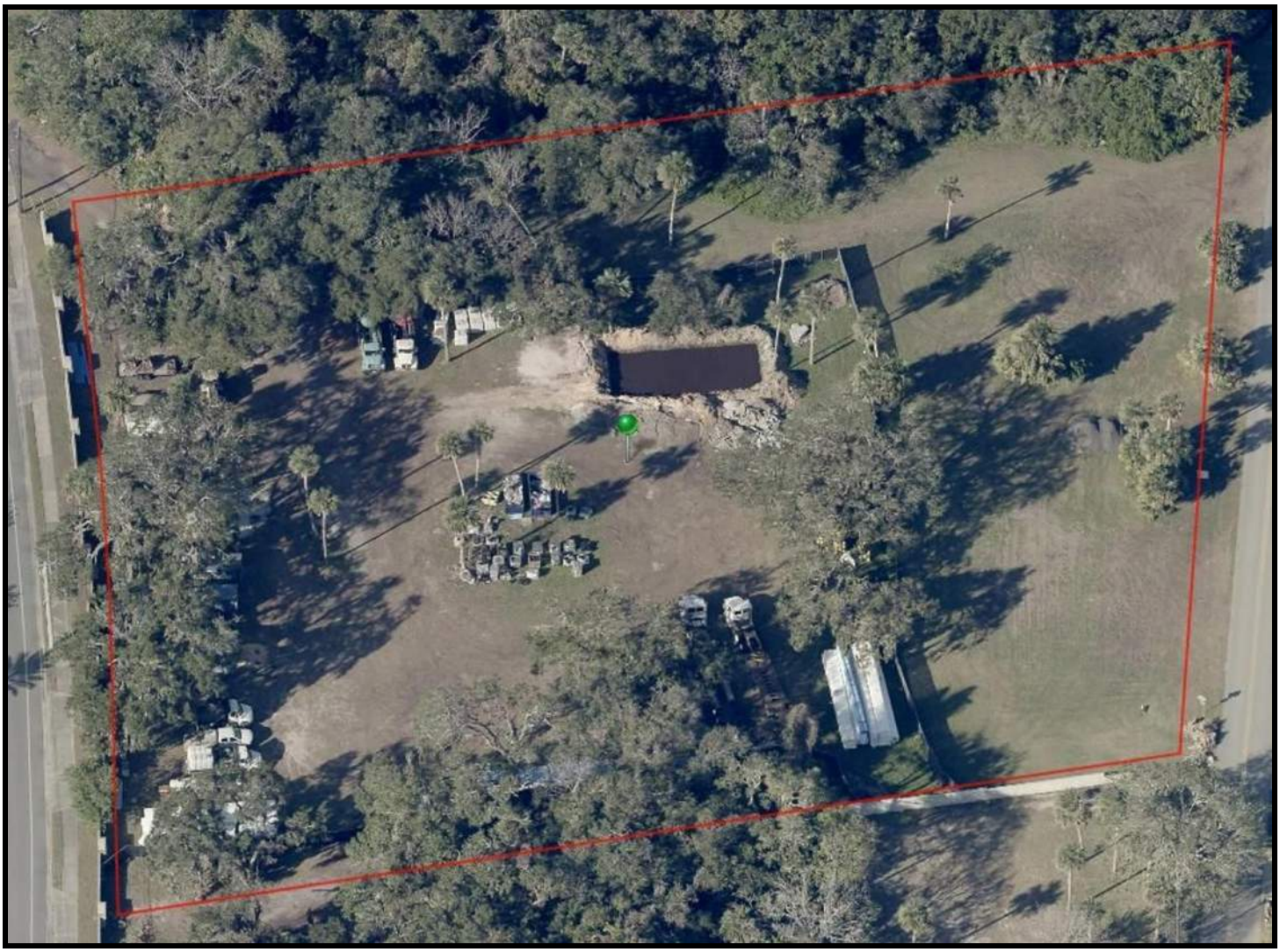
Arbor Report
October 13, 2025

Cody Bogart, P.E. 94133
Newkirk Engineering, Inc.
1230 North US Highway 1, Suite 3
Ormond Beach, FL 32174

Re: - Harbor Landings – 5653 South Ridgewood Ave., Port Orange, Fl - Review tree survey.

Scope:

Services were retained to review ten (10) trees that were recorded by survey as Historic trees as defined by City of Port Orange Land Development Code. Perform a Level II Tree Risk Assessment for these trees and summarize it in a report.



Aerial View of Project Site.

Methods:

Each tree was measured for Diameter at Breast Height (DBH) using a standard forestry DBH tape or field caliper. Each tree was visually inspected using a **Level 2, Tree Risk Assessment** as defined by the **International Society of Arboriculture (ISA)**. This level of inspection includes a 360-degree visual evaluation of the tree from top to bottom including a review of the crown, trunk, root flare, and above-ground roots for evidence of decay, storm damage, disease, and insect activity.

Risk and liability determinations include location to potential targets such as building structures, automobiles, streets, sidewalks, and nearby utilities. The **Level 2 Inspection** is used to help determine three main categories of risk: **Likelihood of Failure** (Imminent, Probable, Possible, and Improbable), **Likelihood of Impact** (High, Medium, Low, Very Low), and **Consequences of Failure** (Severe, Significant, Minor, Negligible). Together, these three risk categories can be used to help the property owners in making decisions for pruning and / or removal.

These ratings are based on available targets in which the tree could impact if it were to fail. Currently, there are no targets on site, and the **Likelihood of Failure** rating is the only risk category rated in this report. **The Likelihood of Failure rating in this report is for a 2-year time frame from the date of inspection.**

***Matrix 1*. Likelihood Matrix.**

Likelihood of Failure	Likelihood of Impact			
	Very Low	Low	Medium	High
Imminent	Unlikely	Somewhat Likely	Likely	Very Likely
Probable	Unlikely	Unlikely	Somewhat Likely	Likely
Possible	Unlikely	Unlikely	Unlikely	Somewhat Likely
Improbable	Unlikely	Unlikely	Unlikely	Unlikely

***Matrix 2*. Risk Rating Matrix.**

Likelihood of Failure & Impact	Consequences of Failure			
	Negligible	Minor	Significant	Severe
Very Likely	Low	Moderate	High	Extreme
Likely	Low	Moderate	High	High
Somewhat Likely	Low	Low	Moderate	Moderate
Unlikely	Low	Low	Low	Low

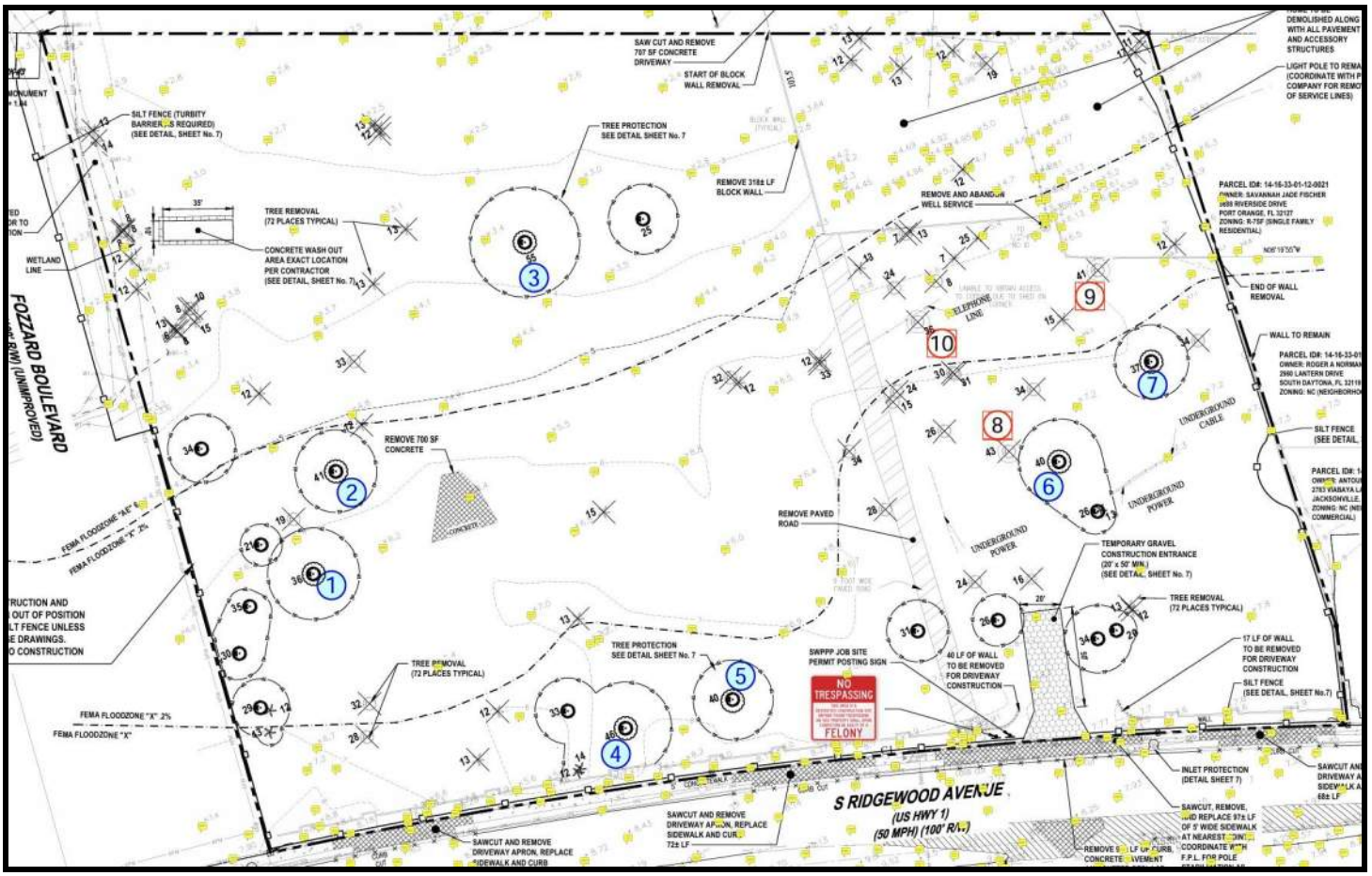
Likelihood of Failure	Likelihood of Impact	Consequences of Failure
Imminent: Failure has started or is most likely to occur in the near future, even if there is no significant wind or increased load.	**High:** The failed tree or tree part is likely to impact the target.	**Severe:** Serious personal injury or death, high-value property damage, or major disruption of important activities.
Probable: Failure may be expected under normal weather conditions.	**Medium:** The failed tree or tree part could impact the target but is not expected to do so.	**Significant:** Substantial personal injury, moderate to high-value property damage, or considerable disruption of activities.
Possible: Failure may be expected in extreme weather conditions, but it is unlikely during normal weather	**Low:** There is a slight chance that the failed tree or tree part will impact the target.	**Minor:** Minor personal injury, low to moderate - value property damage, or small disruption of activities.
Improbable: The tree or tree part is not likely to fail during normal weather conditions and may not fail in extreme weather conditions.	**Very Low:** The chance of the failed tree or tree part impacting the specified target is remote.	**Negligible:** No personal injury, low - value property damage, or disruptions that can be replaced or repaired.

City of Port Orange code definition:

> *Historic tree.* Any Live Oak (*Quercus virginiana*) or Bald Cypress (*Taxodium distichum*) 36 inches diameter at breast height (DBH) or greater or any other tree which is 36 inches DBH or greater and is determined by the city council to be of such unique and intrinsic value to the general public because of its size, age, historic association or ecological value to justify this classification. This term shall also include any tree in the city selected and designated as a Florida State Champion, United States Champion, or World Champion by the American Forestry Association.

Observations / Discussion:

The field work for this review was conducted on October 13, 2025. This parcel is dominated by live oaks (*Quercus virginiana*), sabal palms (Sabal palmetto) and invasive Brazilian pepper (*Schinus terebinthifolius*) along the edges. All ten (10) trees reviewed are live oaks and all are healthy and vigorous.



Demo and SWPPP with trees reviewed.

Live oak tree (2) is heaved over at about 45 degrees, and the canopy is growing towards the south. This heaving appears to have occurred several decades ago, and the tree appears to be well anchored.

Live oak tree (8) has three co-dominant stems that formed near the base of the root crown. These three stems are poorly attached and have included bark and are likely to fail in time. A large vertical crack has formed between two of the stems and separation and failure is possible within a 2-year period if exposed to high winds.

Heaving is the result of a tree being pushed by extreme forces such as wind or by heavy equipment. When the soil becomes over-saturated during heavy rains or tropical storm events, tree roots lose their holding capacity.

The root mat and soil around the main stem, opposite of the heaving angle, will have an elevated appearance or is completely separated out of the ground. **Windthrow** are trees that have been completely uprooted.

Included Bark, also known as **Ingrown Bark**, occurs when two trees, stems, or branches grow closely together creating a weak branch union. This narrow branch angle creates a weak union and is often 'V' shaped. The competing stems or branches produce and push bark between each other, creating a weak attachment that can lead to splitting or failing during extreme weather events.

Cracks in tree trunks are a separation of wood fibers and can be one of the major indicators of an unstable tree or limb and can be either **vertical** or **horizontal**. Most cracks are caused by improper closure of wounds, bark inclusions, hard freezes, water inundation or from stem and branch splitting along weak unions. **Horizontal cracks** run across the grain of the wood and develop just before the tree fails, making them very difficult to detect. **Vertical cracks** run with the wood grain along the length of the tree or form from co-dominant unions where included bark has formed. **Ribbed cracks** are created over wounds. Some of these cracks put a tree at high risk of failure and are especially dangerous when combined with other defects or with advanced decay. **Shear cracks** can run completely through the stem and divide the tree into two halves.

SINCERELY,

Ray Jarrett
Biologist / Arborist
ISA Certified Arborist FL-5343A
ISA Tree Risk Assessment Qualified (TRAQ)

ASSUMPTIONS, LIMITING CONDITIONS and DISCLAIMER

My inspection was a ground based visual inspection that sometimes includes a sounding test with a mallet to detect decay. The inspection was limited to defects that can be seen while standing on the ground. There may be defects below ground or in the canopy that were not visible from this perspective. These hidden defects may result in the failure of branches, trunks, or roots. No other trees on this property were inspected other than those specifically addressed in this report. Trees and plants are living things and are subject to an array of potential health problems, abiotic factors and unpredictable weather that can cause healthy trees and plants to fail. Information provided in this report is for consideration; and is based on my professional experience, formal education, and methodologies of the International Society of Arboriculture, ISA. Ultimately the client must use their own judgment and decisions but may consider these recommendations.

Technical Literature References

American National Standard Institute (ANSI) A300 (Part 9) 2017. ***Tree Risk Assessment***, **Tree Care Industry Association, Inc.** (TCIA), Manchester, NH.

American National Standard Institute (ANSI) A300 (Part 8) 2020. ***Tree, Shrub, and Woody Plant Management – Standard Practices (Root Management)***, **Tree Care Industry Association, Inc.** (TCIA), Manchester, NH.

Black, Robert J. and Kathleen C. Ruppert. 1995. ***Your Florida Landscape; A Complete Guide to Planting and Maintenance***. University of Florida.

Council of Tree and Landscape Appraisers.2000. ***Guide for Plant Appraisal, 9th Edition***. International Society of Arboriculture, Champaign, Illinois.

Costello, L.R. and K.S. Jones. 2003. ***Reducing Infrastructure Damage by Tree Roots: A Compendium of Strategies***. Western Chapter of the International Society of Arboriculture) WCISA). Porterville, CA.

Dunster, Julian A. ***Tree Risk Assessment Manual, Second Edition***. 2017. International Society of Arboriculture, Champaign, Illinois.

Fite, Kelby and E. Thomas Smiley. 2016. Best Management Practices, ***Managing Trees During Construction***. International Society of Arboriculture, Champaign, Illinois.

Fishel, Frederick M., Susan W. Williams and O. Norman Nesheim. 2013. ***Ornamental and Turfgrass Management***. University of Florida.

Gilman, Ed. 2012. ***An Illustrated Guide to Pruning***, 3rd Ed. Delmar, Cengage Learning. Clifton Park, NY.

Hodel, Donald R. 2012. ***The Biology and Management of Landscape Palms***. University of California Cooperative Extension. 176pp.

Matheny, N. (2000). ***Trees and development: A technical guide to preservation of trees during land development.*** International Society of Arboriculture.

Matheny, Nelda P. and James R. Clark. ***Evaluation of Hazard Trees in Urban Areas***. 1994. International Society of Arboriculture. Champaign, Illinois.

Merullo, Victor D and Michael J. Valentine. ***Arboriculture & The Law***. 1992. International Society of Arboriculture, Champaign, Illinois.

Smiley, E. Thomas, Nelda Matheny and Sharon Lil. 2017. Best Management Practices, ***Tree Risk Assessment***. International Society of Arboriculture, Champaign, Illinois.

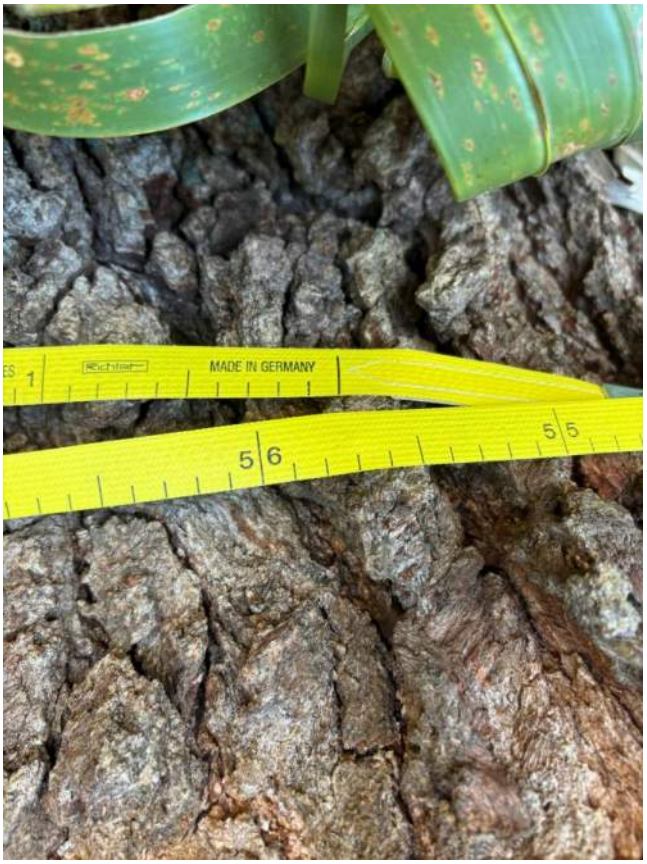
Watson, Gary. 2014. Best Management Practices, ***Tree Planting***. International Society of Arboriculture, Champaign, Illinois.

Site Photos:

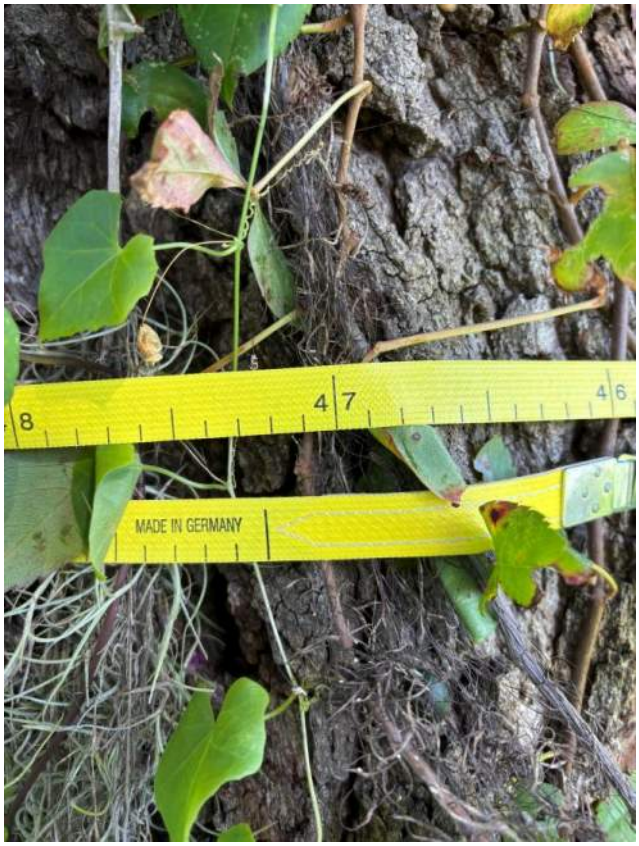
Tree 1

Tree 2

Tree 3



Tree 4



Tree 5

Tree 6

Tree 7

Tree 8

Tree 9

Tree 10

Field Data Table:

Recorded by Survey			Arborist Review				
#	Type	DBH	Species	Common	DBH	Likelihood of Failure	Notes
1	oak tree	36	*Quercus virginiana*	live oak	36	Improbable	Historic.
2	oak tree	41	*Quercus virginiana*	live oak	41	Possible	Historic. Heaved at growing at 45 degrees to south.
3	oak tree	55	*Quercus virginiana*	live oak	55.5	Improbable	Historic.
4	oak tree	46	*Quercus virginiana*	live oak	4	Improbable	Historic.
5	oak tree	40	*Quercus virginiana*	live oak	40	Improbable	Historic.
6	oak tree	40	*Quercus virginiana*	live oak	42	Improbable	Historic.
7	oak tree	37	*Quercus virginiana*	live oak	37.5	Improbable	Historic.
8	oak tree	43	*Quercus virginiana*	live oak	44.5	Possible	Historic. Co-dominant stems with included bark.
9	oak tree	41	*Quercus virginiana*	live oak	37.5	Improbable	Historic.
10	oak tree	36	*Quercus virginiana*	live oak	38	Improbable	Historic.

CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 6/16/2026

SUBJECT: (G22) FY 2026-2027 Budget Discussions (Preliminary Capital Improvement Plan, Capital Outlay and Fleet)

DEPARTMENT: Finance

RECOMMENDED MOTION: Discussion item only. No motion required.

SUMMARY: Staff will present an overview of the following:

1. Preliminary Capital Improvement Plan (CIP)
2. Capital Outlay Requests
3. Fleet

PRESENTER: Sue Wang

ATTACHMENTS:

1.	Budget Workshop June 3 2025 -v8 Final as of 2025-06-02	Budget Workshop June 3 2025 -v8 Final as of 2025-06-02.pdf

Amanda Bonin	Created/Initiated - 06/04/2026
Sue Wang	Approved - 06/04/2026
Wayne Clark	New -

City of Port Orange
Fiscal Year 2026 Budget

- CIP, CAPITAL & FLEET REPLACEMENT

- JUNE 3, 2025

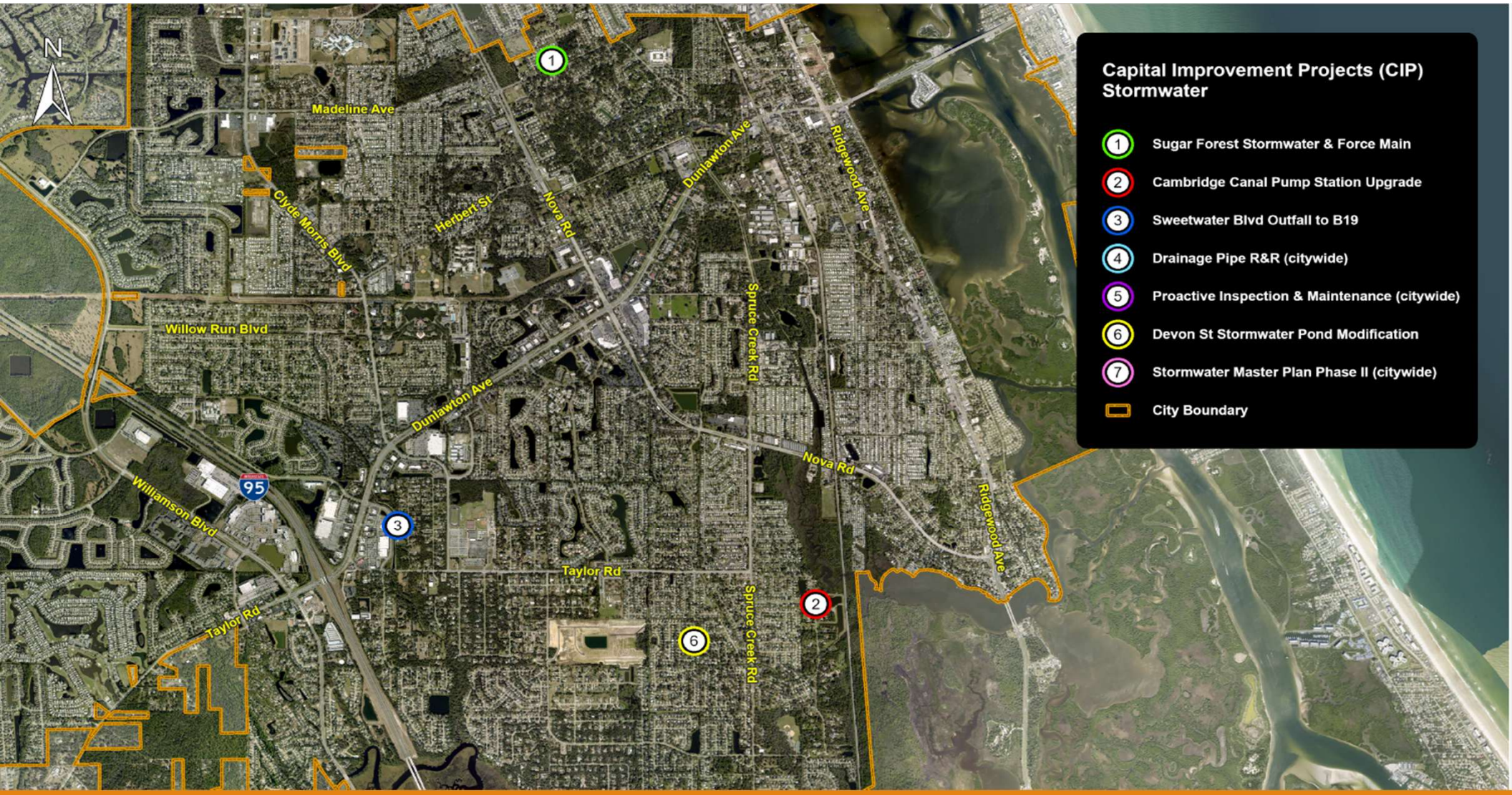
- PRESENTED BY: FINANCE BUDGET TEAM

Capital Improvement Plan (CIP)

STORMWATER

	Project	Cost	Stage	Funding Source
1	Sugar Forest Stormwater & Force Main	4,600,000	Construction	Grants/Stormwater Fees
2	Cambridge Canal Pump Station Upgrade	3,000,000	Construction	Grants/Stormwater Fees
	Total	$ 7,600,000		
3	Sweetwater Blvd Outfall to B19	750,000	Design/Construction	Stormwater Fees
4	Drainage Pipe R&R	725,000	Construction	Stormwater Fees
5	Proactive Inspection & Maintenance	300,000	Annual	Stormwater Fees
6	Devon St Stormwater Pond Modification	260,000	Design/Construction	Stormwater Fees
7	Stormwater Master Plan Phase II	60,000	Design	Stormwater Fees
	Total	$ 2,095,000		
	Total Funded by Stormwater	**$ 9,695,000**		

Stormwater	Adopted FY23	Adopted FY24	Adopted FY25	Requested FY26
* Grants/Stormwater Fees	$ 650,000	$ 169,167	$ 5,025,311	$ 7,600,000
* Debt	315,210	2,135,833	1,750,000	-
* Stormwater Fees	1,145,430	-	2,477,177	2,095,000
Total	**$ 2,110,640**	**$ 2,305,000**	**$ 9,252,488**	**$ 9,695,000**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Williamson Blvd
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Spruce Creek Rd
Ridgewood Ave
Capital Improvement Projects (CIP)
Stormwater
1 Sugar Forest Stormwater & Force Main
2 Cambridge Canal Pump Station Upgrade
3 Sweetwater Blvd Outfall to B19
4 Drainage Pipe R&R (citywide)
5 Proactive Inspection & Maintenance (citywide)
6 Devon St Stormwater Pond Modification
7 Stormwater Master Plan Phase II (citywide)
City Boundary

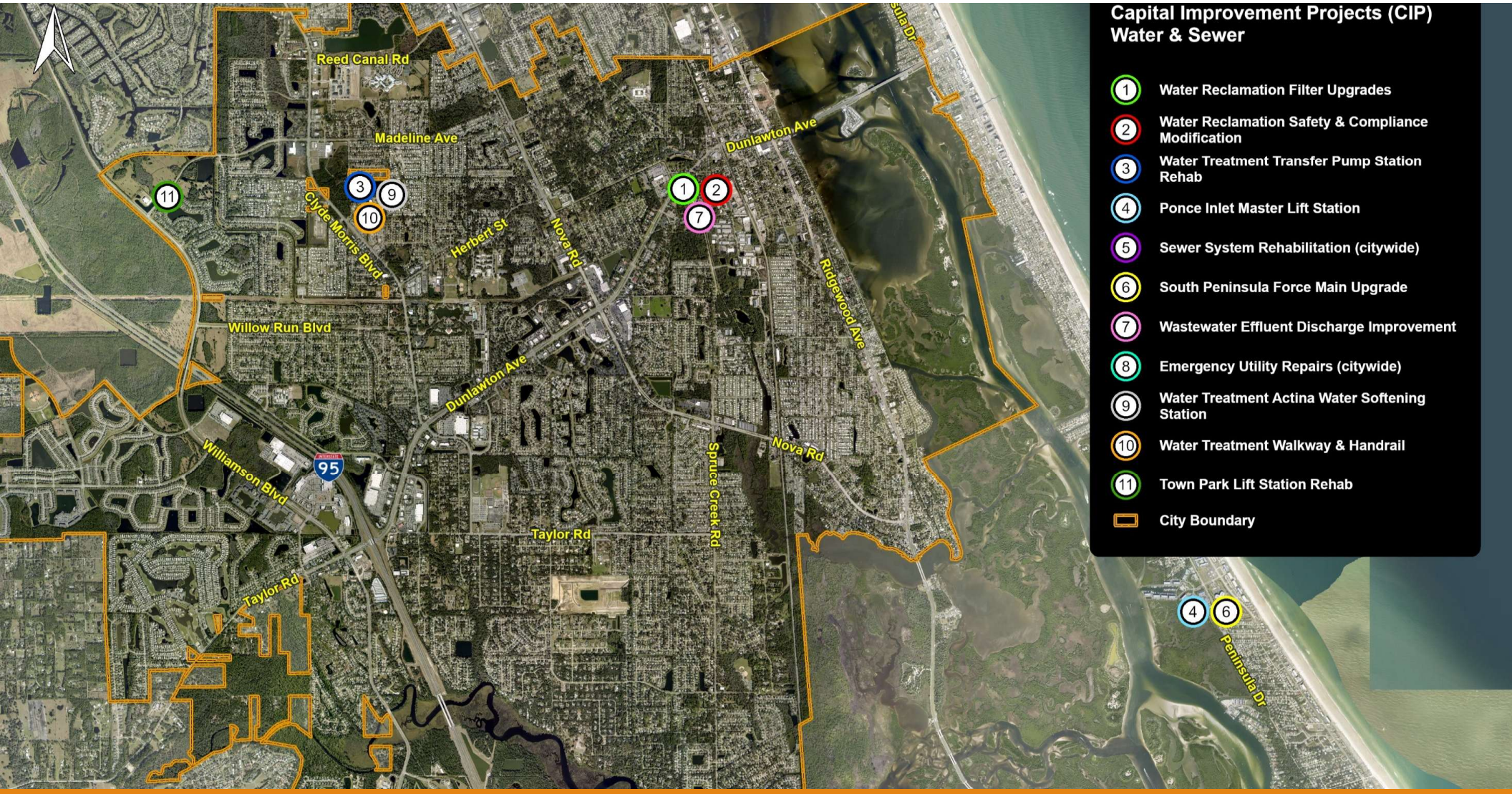
Key Stormwater Projects Future Grants

Project	Total Project Cost	Funding Source	Grant Amount
Sleepy Hollow Drainage Improvements	$ 21,830,000	Transform 386	$ 10,765,000
		Resilient Florida	11,065,000
Pepper Hill/Sugar Forest	17,270,000	Transform 386	7,270,000
		Resilient Florida	4,300,000
		Legislative Appropriation/FDEP Grant	1,400,000
Cambridge Canal Pump Station Upgrades	7,200,000	FEMA 75% Reimbursement/City 25%	5,400,000
Portona Area Drainage Improvements	4,930,000	Transform 386	2,465,000
		Resilient Florida	2,465,000
Powers Ave Property Acquisition and Stormwater Pond	2,370,000	Transform 386	1,185,000
Waste Water Treatment Plant Flood Mitigation	TBD	Resilient Florida	50% of the Contruction Cost
	$ 53,600,000		**$ 46,315,000**

Water & Sewer

	Project	Cost	Stage	Funding Source
1	Water Reclamation Upgrades Phase I	15,150,000	Construction	Grant
2	Water Reclamation Upgrades Phase II	6,000,000	Design	Debt
3	Water Plant Transfer Pump Station Rehab	1,500,000	Design	Water & Sewer Fund Balance
4	Ponce Inlet Master Lift Station	1,500,000	Design/Construction	Water & Sewer Fund Balance
5	Sewer System Rehabilitation	650,000	Construction	Water & Sewer Fund Balance
6	South Peninsula Force Main Upgrade	500,000	Design/Construction	Water & Sewer Fund Balance
7	Wastewater Effluent Discharge Improvement	400,000	Design	Water & Sewer Fund Balance
8	Emergency Utility Repairs	250,000	Annual	Water & Sewer Fund Balance
9	Water Plant Actina Water Softening Solution	250,000	Design	Water & Sewer Fund Balance
10	Water Plant Walkway & Handrail	200,000	Design	Water & Sewer Fund Balance
11	Town Park Lift Station Rehab	150,000	Construction	Water & Sewer Fund Balance
	Total	$ 5,400,000		
	Total Funded By Water Sewer Fund	**$ 26,550,000**		

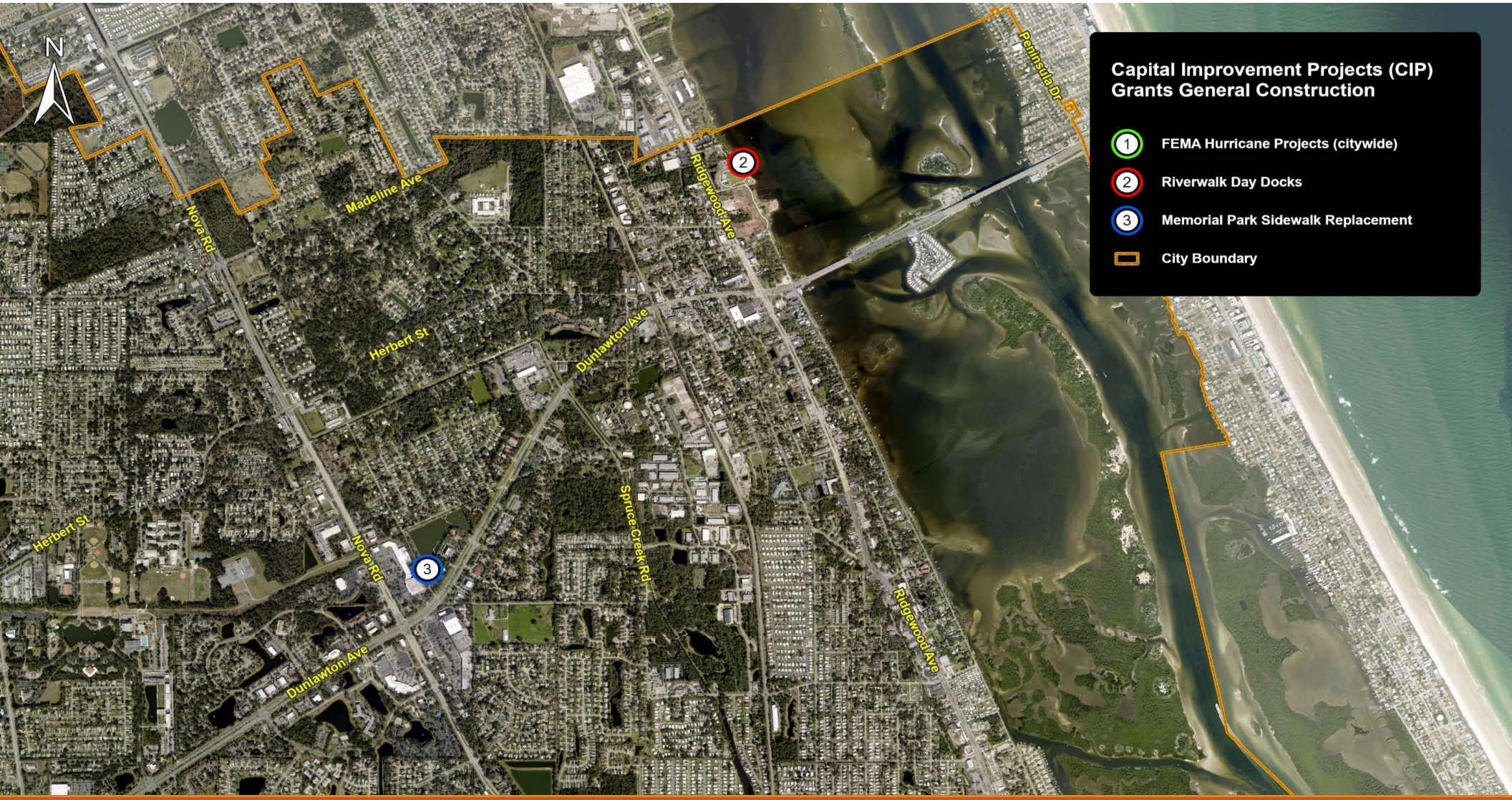
Water & Sewer	Adopted FY23	Adopted FY24	Adopted FY25	Requested FY26
* Grant	$ 750,000	$ -	$ -	$ 15,150,000
* Debt	11,300,000	-	-	6,000,000
* Fund Balance	3,510,000	20,710,000	5,450,000	5,400,000
Total	**$ 15,560,000**	**$ 20,710,000**	**$ 5,450,000**	**$ 26,550,000**


Capital Improvement Projects (CIP)
Water & Sewer
1 Water Reclamation Filter Upgrades
2 Water Reclamation Safety & Compliance Modification
3 Water Treatment Transfer Pump Station Rehab
4 Ponce Inlet Master Lift Station
5 Sewer System Rehabilitation (citywide)
6 South Peninsula Force Main Upgrade
7 Wastewater Effluent Discharge Improvement
8 Emergency Utility Repairs (citywide)
9 Water Treatment Actina Water Softening Station
10 Water Treatment Walkway & Handrail
11 Town Park Lift Station Rehab
City Boundary
Reed Canal Rd
Madeline Ave
Clyde Morris Blvd
Herbert St
Nova Rd
Dunlawton Ave
Ridgewood Ave
Willow Run Blvd
Williamson Blvd
95
Taylor Rd
Spruce Creek Rd
Peninsula Dr

Grants General Construction

	Project	Cost	Stage	Funding Source
1	FEMA Hurricane Projects:			
	a) Hurricane Ian FEMA Grant	5,083,789	Elevation 13 Homes & 4 Home Reconstruction	Grants/Other
	b) Hurricane Nicole FEMA Grant	5,352,746	Elevation 13 Homes & 1 Home Reconstruction	Grants/Other
	c) Flood Mitigation Assistance FEMA Grant	1,901,772	Elevation 6 Homes	Grants/Other
2	Riverwalk Day Docks	1,620,520	Construction	Grants/Other
3	Memorial Park Sidewalk Replacement	350,000	Construction	Grants/Other
	Total General Construction Funded by Grants/Other	**$ 14,308,827**		

General Construction	Adopted FY23	Adopted FY24	Adopted FY25	Requested FY26
* Grants/Other	$ 583,834	$ 1,082,525	$ 2,239,164	$ 14,308,827
* General Fund	2,007,263	1,702,085	3,588,700	4,021,000
* Debt	8,000,000	16,100,000	-	-
* Impact Fees	446,000	-	-	-
* Recreation Fund	-	-	-	100,000
* Golf Course Fund	-	458,000	-	150,000
Total	**$ 11,037,097**	**$ 19,342,610**	**$ 5,827,864**	**$ 18,579,827**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Capital Improvement Projects (CIP)
Grants General Construction
1 FEMA Hurricane Projects (citywide)
2 Riverwalk Day Docks
3 Memorial Park Sidewalk Replacement
City Boundary
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Nova Rd
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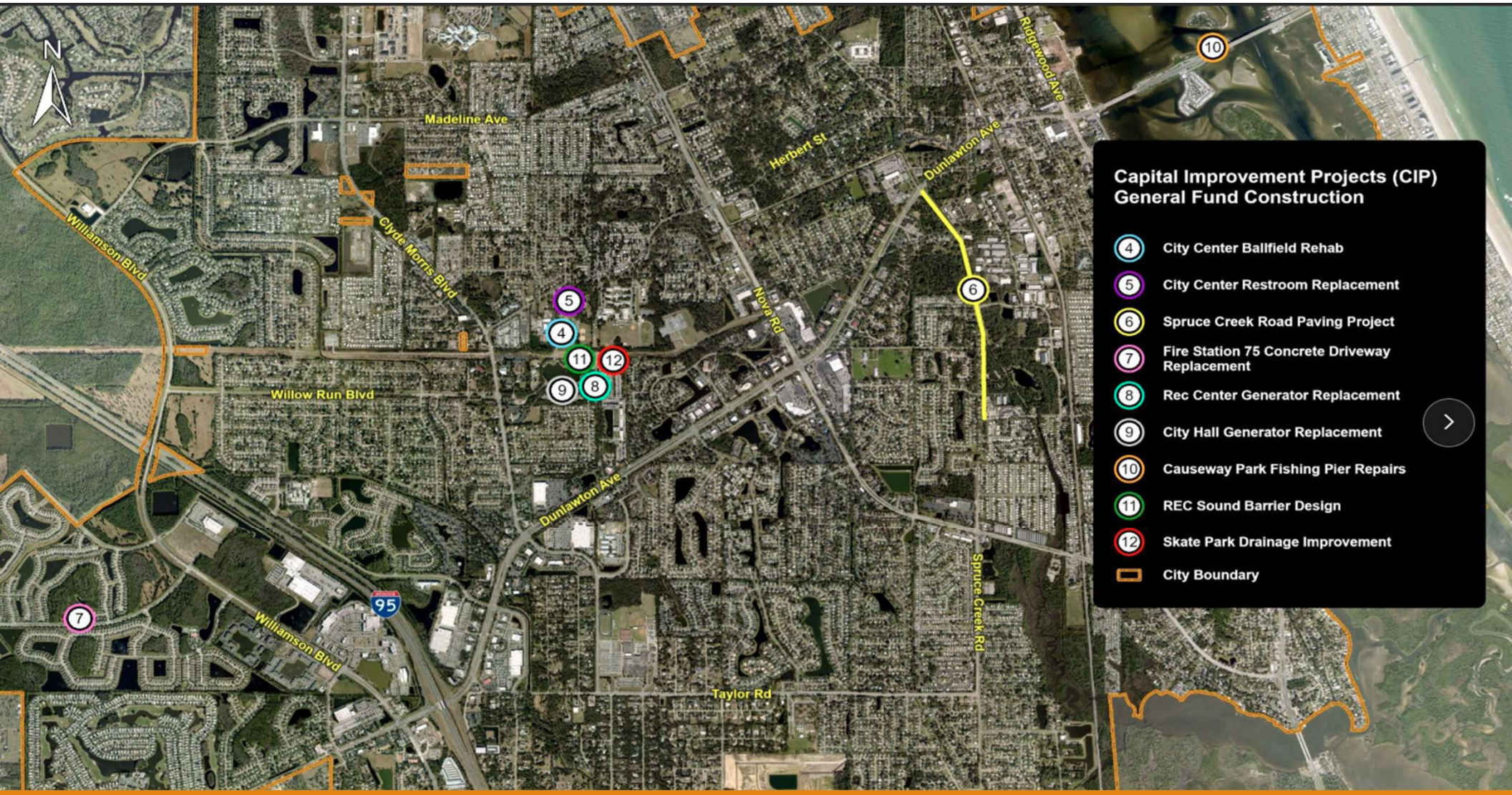
Dunlawton Ave
Ridgewood Ave
Peninsula Dr
Spruce Creek Rd
Herbert St
Nova Rd
Dunlawton Ave
Ridgewood Ave
2
3

General Fund Construction

	Project	Cost	Stage	Funding Source
4	City Center Ballfield Rehab	3,000,000	Construction	General Fund
5	City Center Restroom Replacement	136,000	Design/Construction	General Fund
6	Spruce Creek Road Paving Project	400,000	Construction	General Fund
7	Fire Station 75 Concrete Driveway Repair	175,000	Construction	General Fund
8	Rec Center Generator Replacement	100,000	Design	General Fund
9	City Hall Generator Replacement	80,000	Design	General Fund
10	Causeway Park Fishing Pier Repairs	65,000	Design	General Fund
11	REC Sound Barrier Design	40,000	Design	General Fund
12	Skate Park Drainage Improvement	25,000	Design	General Fund
	Total General Construction Funded by General Fund	**$ 4,021,000**		

General Construction	Adopted FY23	Adopted FY24	Adopted FY25	Requested FY26
* Grants/Other	$ 583,834	$ 1,082,525	$ 2,239,164	$ 14,308,827
* General Fund	2,007,263	1,702,085	3,588,700	4,021,000
* Debt	8,000,000	16,100,000	-	-
* Impact Fees	446,000	-	-	-
* Recreation Fund	-	-	-	100,000
* Golf Course Fund	-	458,000	-	150,000
Total	**$ 11,037,097**	**$ 19,342,610**	**$ 5,827,864**	**$ 18,579,827**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Williamson Blvd
95
Taylor Rd
Capital Improvement Projects (CIP)
General Fund Construction
4 City Center Ballfield Rehab
5 City Center Restroom Replacement
6 Spruce Creek Road Paving Project
7 Fire Station 75 Concrete Driveway Replacement
8 Rec Center Generator Replacement
9 City Hall Generator Replacement
10 Causeway Park Fishing Pier Repairs
11 REC Sound Barrier Design
12 Skate Park Drainage Improvement
City Boundary

Recreation & Golf Course

Project	Cost	Stage	Funding Source
YMCA Improvements	100,000	Construction	Recreation Facilities Fund Balance

Project	Cost	Stage	Funding Source
Course Tee Box Renovations	150,000	Construction	Golf Course

General Construction	Adopted FY23	Adopted FY24	Adopted FY25	Requested FY26
* Grants/Other	$ 583,834	$ 1,082,525	$ 2,239,164	$ 14,308,827
* General Fund	2,007,263	1,702,085	3,588,700	4,021,000
* Debt	8,000,000	16,100,000	-	-
* Impact Fees	446,000	-	-	-
* Recreation Fund	-	-	-	100,000
* Golf Course Fund	-	458,000	-	150,000
Total	**$ 11,037,097**	**$ 19,342,610**	**$ 5,827,864**	**$ 18,579,827**

Capital Outlay

Capital Requests

Parks & Recreation	Cost
• Dugouts at Spruce Creek Park	70,000
• Replace Pavilions at Causeway Park	119,000
• Cameras for Riverwalk Park	45,000
• Replace Wall Partitions at Adult Activity Center	55,000
• Panic Buttons for REC	10,000
• Cameras for Adult Activity Center	15,000
• Audio/Video for Lakeside	10,000
Total Funded by General Fund	**$ 349,000**

	Adopted FY23	Adopted FY24	Adopted FY25	Requested FY26
General Fund	$ 376,809	$ 829,600	$ 233,546	$ 349,000

Capital Requests

Golf Course

• Artificial Tee Line	80,000
• Cart Barn Roof and Remodel	115,000
• Grinders	105,000
	$ 300,000

Information Technology

• Routine Replace Computers and Other Hardware	250,000
	$ 250,000

Water & Sewer

• Bypass Pump - Sewer Plant	70,000
• HDPE Pipe Fusion System	25,000
• Polymer Skid Pumps	125,000
• 80 Lift Station Remote Telemetry Units	1,500,000
• Storage Awning - Sewer Plant	35,000
• Ammonia Tanks Replacement	50,000
• Flow Meter Upgrade	50,000
• 43 Remote Telemetry Units Upgrades Water Production	1,000,000
• Water Analyzer Replacements	200,000
	$ 3,055,000

	Adopted FY23	Adopted FY24	Adopted FY25	Requested FY26
Golf Course	$ 125,620	$ -	$ 162,000	$ 300,000
Information Technology	60,000	700,000	350,000	250,000
Water & Sewer	-	354,000	-	3,055,000
Stormwater	-	10,000	-	-
Forestry	149,000	230,000	-	-
Recreation Fund	-	-	41,100	-
Total Capital	**$ 334,620**	**$ 1,294,000**	**$ 553,100**	**$ 3,605,000**

Fleet Replacement

Fleet Replacement

General Fund			
Community Development	1 - Lifted Pickup Truck		70,000
		$	**70,000**
Code Enforcement	2 - Pickup Trucks		80,000
		$	**80,000**
Engineering	2 - Pickup Trucks		100,000
		$	**100,000**
Fire Services	1 - Pickup Truck		55,000
	1 - Transit Cargo Van		41,000
	1 - Fire Engine - Brush Truck		325,000
	1 - Fire Engine - Ladder Truck		2,100,000
	2 - Fire Engine - Pumpers		3,000,000
	1 - Rescue Unit		450,000
		$	**5,971,000**
Parks & Recreation	3 - Trailers		18,000
	1 - ATV		15,000
	2 - Vans		125,000
	2 - Pickup Trucks		95,000
	3 - Utility Trucks		225,000
	1 - Backhoe Loader		83,000
		$	**561,000**

Fleet Replacement cont.

General Fund(Continued)		
Police	1 - SWAT Van	150,000
	1 - SUV	50,000
	4 - Pickup Trucks	193,000
	1 - Truck for Animal Control	95,000
	9 - Motorcycles	252,000
	11 - Interceptor SUVs	780,000
	1 - Toyota Camry (Detective)	36,500
	1 - Axon Body Cams, Tasers & Digital Evidence Mgmt Software (Yr 1 of 5)	428,932
		$ 1,985,432
Public Works	2 - Pickup Trucks	150,000
	1 - Trailer	20,000
	2 - Light Towers	20,000
	4 - Message Boards	120,000
		$ 310,000
General Fund Total		**$ 9,077,432**

Fleet Replacement cont.

Building Fund		
	2 - Lifted Pickup Trucks	140,000
		$ 140,000
Water & Sewer Fund		
	2 - Trailer	30,000
	2 - SUVs	90,000
	3 - Pickup Trucks	115,000
	1 - Dump Trailer	90,000
	1 - Camera Truck to Inspect Utility Infrastructure	405,000
	1 - Mini Excavator	85,000
	1 - Valve Exercising Machine	75,000
	1 - Forklift	50,000
	5 - Utility Trucks	450,000
		$ 1,390,000

FLEET REPLACEMENT CONT.

Stormwater		
	1 - Pickup Truck	60,000
	1 - Utility Truck	74,000
	1 - ATV	16,000
	1 - Trailer	35,000
	1 - Dump Truck	75,000
	1 - Mini Excavator	85,000
	1 - Backhoe Loader	100,000
	3 - Pumps	500,000
	1 - Excavator	375,000
	1 - Vac-Con Truck	475,000
		$ 1,795,000

Fleet Replacement cont.

Golf Course Fund		
	72 - Golf Carts	400,000
	4 - Mowers	187,000
	1 - Tractor	65,000
	$	**652,000**
Vehicle Maintenance Fund		
	1 - Pickup Truck	65,000
	1 - SUV	40,000
	1 - ATV	15,000
	1 - Trailer	9,000
	$	**129,000**
Fleet Replacement Total	**$**	**13,183,432**

General Fund	Adopted FY23	Adopted FY24	Adopted FY25	Requested FY26
*Fleet	$ 1,173,900	$ 2,422,800	$ 2,435,031	$ 3,202,432
*Firetrucks/Transport	1,400,000	1,200,000	1,500,000	5,875,000
Total	**$ 2,573,900**	**$ 3,622,800**	**$ 3,935,031**	**$ 9,077,432**

	Adopted FY23	Adopted FY24	Adopted FY25	Requested FY26
Building	$ -	$ -	$ -	$ 140,000
Water & Sewer	586,000	490,000	621,000	1,390,000
Solid Waste	30,000	-	750,000	-
Stormwater	699,500	645,000	137,000	1,795,000
Golf Course	96,000	90,000	75,000	652,000
Information Technology	85,000	-	45,000	-
Vehicle Maintenance	-	-	-	129,000
Total	**$ 1,496,500**	**$ 1,225,000**	**$ 1,628,000**	**$ 4,106,000**

Total Fleet	**$ 4,070,400**	**$ 4,847,800**	**$ 5,563,031**	**$ 13,183,432**

Key Drivers for FY26 Change:

General Fund: Fire Trucks (3) $5,100,000

Water & Sewer: Camera Truck to Inspect Utility Infrastructure (1) $405,000, Utility Trucks (5) $450,000

Stormwater: Vac-Con Truck (1) $475,000, Pumps (3) $500,000

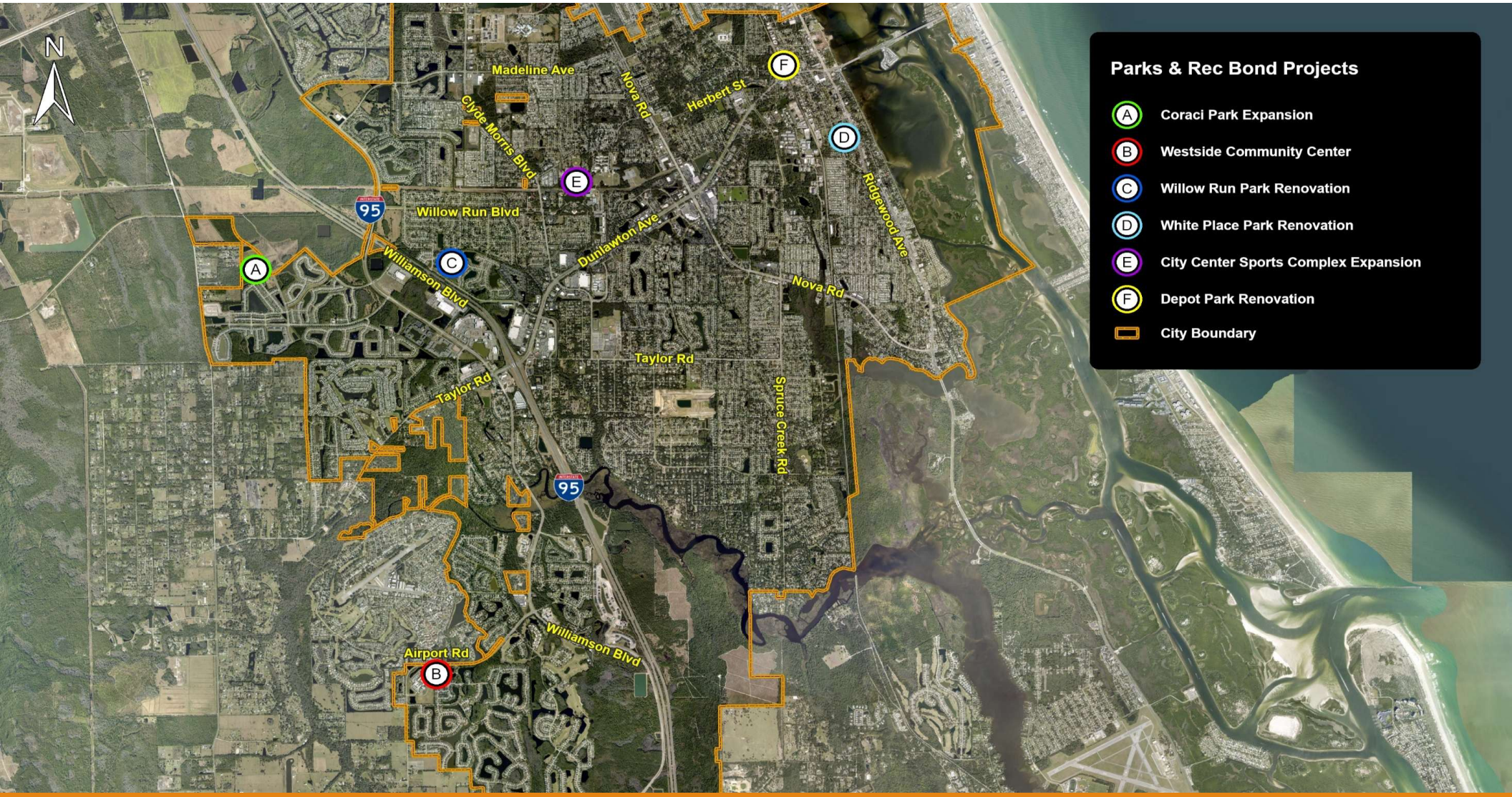
Annual Maintenance

Description	Cost	Funding Source
Annual Sidewalk Maintenance	515,000	Local Option Gas Tax
Annual Paving	800,000	Local Option Gas Tax
Total	**$ 1,315,000**	

	Adopted FY23	Adopted FY24	Adopted FY25	Requested FY26
Paving/Sidewalks	$ 2,050,000	$ 1,050,000	$ 1,151,804	$ 1,315,000

Parks & Rec Bond Projects

	Project	FY25	FY26	Future Years	Total Cost
A	Coraci Park Expansion	$ -	$ 600,000	$ 11,400,000	$ 12,000,000
B	Westside Community Center	-	400,000	10,600,000	11,000,000
C	Willow Run Park Renovation	850,000	650,000	-	1,500,000
D	White Place Park Renovation	500,000	1,500,000	-	2,000,000
E	City Center Sports Complex Expansion	200,000	1,300,000	-	1,500,000
F	Depot Park Renovation	9,000	200,000	791,000	1,000,000
G	Trail System Enhancements	-	-	1,000,000	1,000,000
	Total	**$ 1,559,000**	**$ 4,650,000**	**$ 23,791,000**	**$ 30,000,000**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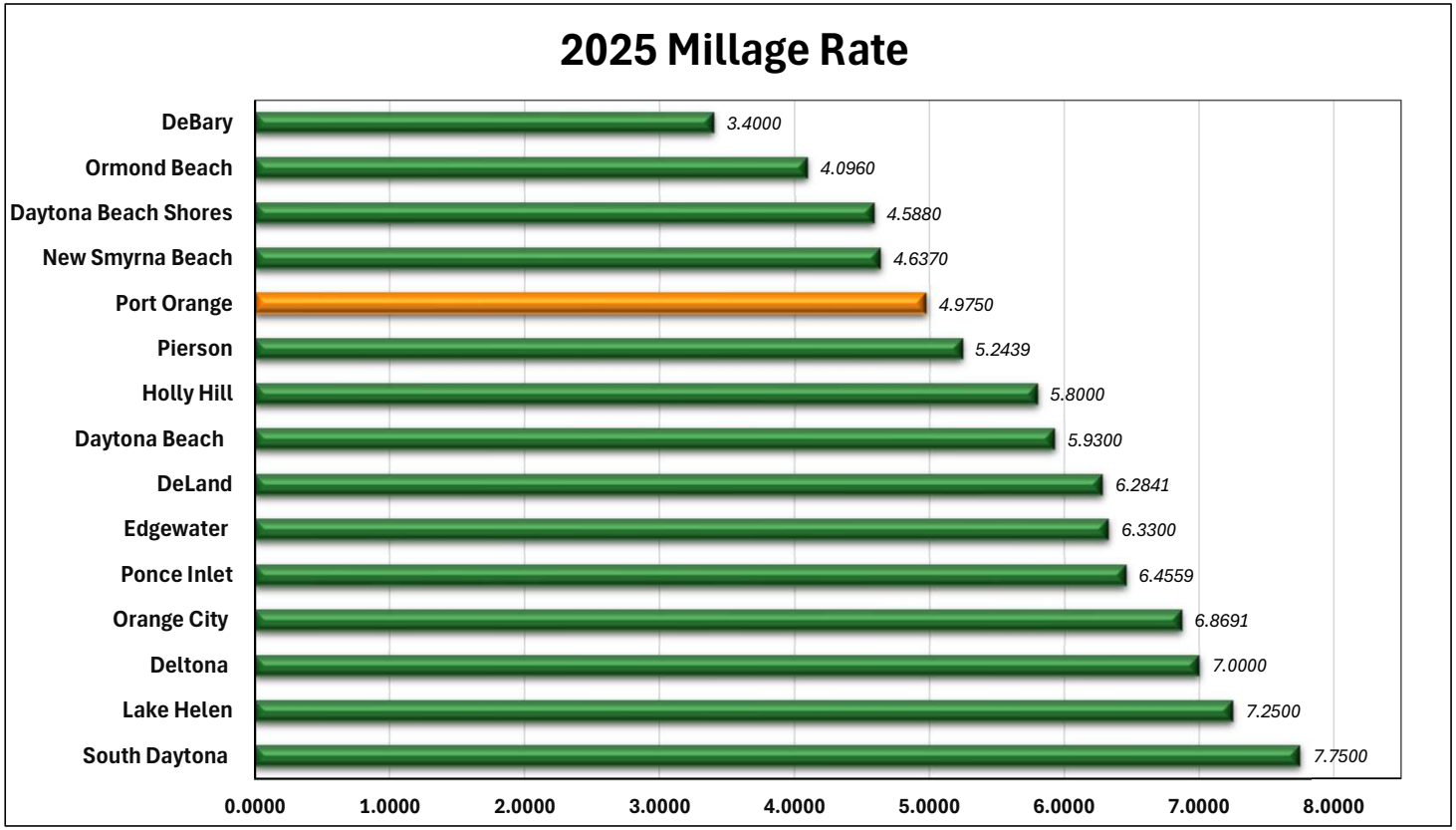
Parks & Rec Bond Projects
A Coraci Park Expansion
B Westside Community Center
C Willow Run Park Renovation
D White Place Park Renovation
E City Center Sports Complex Expansion
F Depot Park Renovation
City Boundary

City Millage Comparisons



Next Steps

- **Budget Workshops & Actions Tentative Dates**
  - Revenue Projections, Operating, & Capital Projects – July 15 – 5:30 p.m.
  - Set Maximum Millage – July 15
  - Optional Meeting – Set Maximum Millage – July 22

- **Public Hearings**
  - Wednesday September 3 – 5:30 p.m.
  - Wednesday September 17 – 5:30 p.m.