



AGENDA
FERNANDINA BEACH CITY COMMISSION
REGULAR MEETING
DECEMBER 17, 2024
6:00 PM
CITY HALL COMMISSION CHAMBERS
204 ASH STREET
FERNANDINA BEACH, FL 32034

1. CALL TO ORDER

2. ROLL CALL

3. PLEDGE OF ALLEGIANCE / INVOCATION

Invocation by Reverend Noel Roberts of North 14th Street Baptist Church.

4. PUBLIC COMMENT REGARDING ITEMS NOT ON THE AGENDA OR ITEMS ON THE CONSENT AGENDA

5. CONSENT AGENDA

5.1 SCRIVENER'S CORRECTION - GRANT AGREEMENT APPROVAL AND GRANT AGREEMENT AMENDMENT - FLORIDA DEPARTMENT OF TRANSPORTATION - RESOLUTION 2024-220 AUTHORIZING APPROVAL AND EXECUTION OF PUBLIC TRANSPORTATION GRANT AGREEMENT (PTGA #427545-4) AND AMENDMENT 1 (PTGA #427545-2) WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) FOR THE REHABILITATION OF TAXIWAY A AT THE FERNANDINA BEACH MUNICIPAL AIRPORT; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Authorizes Approval and Execution of FDOT Public Transportation Grant Agreement (PTGA #427545-4) and Amendment 1 to PTGA (PTGA #427545-2) to provide funding support in the amount of \$343,092 for a project to rehabilitate Taxiway A at the Fernandina Beach Municipal Airport. Correcting/revising resolution at the request of FDOT to provide more specificity and individual approval actions for each grant agreement within the resolution.*

5.2 SCRIVENER'S CORRECTION - ATLANTIC PIPE SERVICES - RESOLUTION 2024-231 APPROVING A PROPOSAL FROM ATLANTIC PIPE SERVICES FOR STORMWATER PIPE CLEANING AND LINING SERVICES AT THE FERNANDINA BEACH MUNICIPAL AIRPORT IN AN AMOUNT NOT TO EXCEED \$134,785.60 BY WAY OF A PIGGYBACK PURCHASE TO A CITY OF SOUTH DAYTONA SERVICES CONTRACT; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Approves the proposal from Atlantic Pipe Services as a piggyback purchase to a City of South Daytona Services Agreement, in an amount not to exceed \$134,785.60. Correcting fund source account number: 420 536300.*

6. RESOLUTIONS

6.1 MEMORANDUM OF UNDERSTANDING - NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS - RESOLUTION 2024-244 APPROVING A MEMORANDUM OF UNDERSTANDING WITH NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS TO

APPLY FOR A GRANT TO PURCHASE, AND SHARE, A FIRE MOBILE AIR TRAILER; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Approves a Memorandum of Understanding with the Nassau County Board of County Commissioners to jointly apply for a grant to share a regional asset: one mobile air compressor/Self-Contained Breathing Apparatus (SCBA) refill unit for filling Self-Contained Breathing Apparatus (SCBA).*

- 6.2 **PURCHASE APPROVAL - ZABATT, INC. - RESOLUTION 2024-245** APPROVING THE PURCHASE AND INSTALLATION OF A GENERATOR FOR THE AIRPORT TERMINAL FACILITY AND THE PURCHASE OF A MOBILE GENERATOR FOR THE AIRPORT FUEL FARM FROM ZABATT, INC. TO BE UTILIZED AT THE FERNANDINA BEACH MUNICIPAL AIRPORT; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Approves the purchase and installation a generator for the Airport terminal facility and the purchase of a mobile generator for the Airport fuel farm from Zabatt, Inc. in the total amount of \$101,459.90 (FDOT grant funded acquisitions).*
- 6.3 **AWARD OF RFQ 24-03 - HALFF ASSOCIATES, INC. - RESOLUTION 2024-246** AWARDDING RFQ 24-03 TO HALFF ASSOCIATES, INC. TO COMPLETE AN ADAPTATION PLAN; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Awarding RFQ 24-03 to Halff Associates Inc. to complete a City's Adaptation Plan, in the amount of \$95,500.00.*
- 6.4 **(Quasi-Judicial) VARIANCE REQUESTS - ROADWAY STANDARDS - RESOLUTION 2024-247** APPROVING/DENYING VARIANCE REQUESTS TO DEVIATE FROM ROADWAY STANDARDS REFERENCED IN LAND DEVELOPMENT CODE SECTION 7.01.02(B)(2) FOR PORTIONS OF DATE STREET LOCATED EAST OF CITRONA DRIVE; MAKING FINDINGS OF FACT AND CONCLUSIONS OF LAW; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Approving/denying variance requests to deviate from roadway standards referenced in Land Development Code Section 7.01.02(B)(2) to reduce tree canopy loss.*
- 6.5 **POLICY AMENDMENT - CEREMONIAL DOCUMENTS POLICY, GUIDELINES, AND APPLICATION - RESOLUTION 2024-248** AMENDING RESOLUTION 2021-200 CEREMONIAL DOCUMENTS POLICY, GUIDELINES, AND APPLICATION; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Amending the Ceremonial Documents Policy, Guidelines, and Application by removing Ceremonial Document presentations, including Proclamations, from City Commission Regular Meeting agendas and proceedings.*
- 6.6 **LITIGATION DIRECTION - RESOLUTION 2024-249** DIRECTING THE CITY ATTORNEY TO WITHDRAW THE NOTICE OF JOINDER TO THE APPEAL IN THE MATTER OF MERRY COALSON, DAVID COALSON & TAINA CHRISTNER V. CITY OF FERNANDINA BEACH AND WORTHY INVESTMENT LLC; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Directs the City Attorney to work with the City's insurer and outside legal counsel to withdraw from the appeal in the case of Merry Coalson, David Coalson, Taina Christner v. City of Fernandina Beach, and Worthy Investment LLC, Case 2023-CA-404, in the Fourth Judicial Circuit Court in and for Nassau County, Florida.*

7. BOARD APPOINTMENTS

- 7.1 **BOARD OF ADJUSTMENT - Three appointments; three applicants: Mr. Steven Papke, Ms. Anne Thomas and Ms. Kim Wolford.**

8. PROJECT UPDATES

9. CITY MANAGER REPORTS

- 10. CITY ATTORNEY REPORTS
- 11. CITY CLERK REPORTS
- 12. MAYOR/COMMISSIONER COMMENTS
- 13. ADJOURNMENT

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- A THREE (3) MINUTE TIME LIMIT MAY BE IMPOSED FOR ALL SPEAKERS (EXCEPT IN A QUASI-JUDICIAL HEARING). A “REQUEST TO SPEAK” FORM IS AVAILABLE ON THE COUNTER AT THE ENTRANCE TO THE COMMISSION CHAMBERS. THE FORM SHOULD BE GIVEN TO THE CITY CLERK UPON COMPLETION.
 - THE MAYOR WILL DETERMINE THE ORDER OF THE SPEAKERS AND MAY IMPOSE MORE RESTRICTIVE TIME LIMITS.
 - ONE PERSON WILL SPEAK AT A TIME AND ADDRESS COMMENTS TO THE MAYOR, NOT INDIVIDUAL CITY COMMISSION MEMBERS.
 - THE CITY COMMISSION MAY ASK QUESTIONS OF SPEAKERS WHO WILL HAVE ONE MINUTE TO RESPOND. ADDITIONAL TIME MAY BE GRANTED AT THE DISCRETION OF THE MAYOR OR BY A MOTION BY THE CITY COMMISSION.
 - SPEAKERS MAY FILE COPIES OF THEIR REMARKS WITH THE CITY CLERK WHO WILL MAKE THEM AVAILABLE TO THE COMMISSION.
 - MULTI-MEDIA PRESENTATIONS MUST BE SUBMITTED TO THE CITY CLERK NO LATER THAN THE FRIDAY BEFORE THE MEETING.
 - FERNANDINA BEACH CITIZENS WILL SPEAK BEFORE NONRESIDENTS AND SPEAKERS WILL LIMIT REMARKS TO THE SPECIFIC SUBJECT MATTER.
 - DISCUSSION – DIRECTION - ACTIONS ITEMS MAY BE ACTED UPON BY THE CITY COMMISSION BY EITHER A MOTION AND VOTE IN ACCORDANCE WITH ROBERTS RULES OF ORDER, OR BY A CONSENSUS OF THE CITY COMMISSION.
 - PURSUANT TO RESOLUTION 95-32, IF AN ITEM IS NOT ON THE AGENDA IT REQUIRES A FOUR-FIFTHS VOTE OF THE CITY COMMISSION DECLARING THE ITEM AN EMERGENCY BEFORE ACTION CAN BE TAKEN.
 - *QUASI-JUDICIAL* - DENOTES THAT THE ITEM MUST BE CONDUCTED AS A QUASI-JUDICIAL HEARING IN ACCORDANCE WITH CITY COMMISSION ESTABLISHED PROCEDURE AND FLORIDA STATUTES. ANY PERSON WISHING TO APPEAL ANY QUASI-JUDICIAL DECISION MADE BY THE COMMISSION WITH RESPECT TO ANY MATTER CONSIDERED AT SUCH MEETING OR HEARING WILL NEED A RECORD OF THE PROCEEDINGS, AND, FOR SUCH PURPOSES, 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 MADE.
 - AT THE DISCRETION OF THE MAYOR, A RECESS MAY BE SCHEDULED EVERY NINETY MINUTES.
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Persons with disabilities requiring accommodations in order to participate should contact the City Clerk at (904) 310-3115 or TTY/TDD 711 (for the hearing or speech impaired).

CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Resolution 2024-220
Scrivener's Correction - Grant Agreement Approval and Amendment - Florida
Department of Transportation (FDOT)

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Consider Resolution 2024-220.

SYNOPSIS: On September 17, 2024 the City Commission passed Resolution 2024-178 accepting a Federal Aviation Administration (FAA) Grant for the construction phase of a project to rehabilitate eligible portions of Taxiway A at the Fernandina Beach Municipal Airport. This grant provides \$2,233,234 in grant funding to support eligible construction phase portions of this project. Construction phase services for this project will total \$2,649,598. These proposed Public Transportation Grant (PTGA) Agreements from Florida Department of Transportation provide up to \$343,092 in grant funding support for this project. More specifically, PTGA #427545-4 provides a maximum grant match of \$134,582 to the FAA grant that has been accepted by the City of Fernandina Beach, and Amendment 1 to PTGA (PTGA #427545-2) provides a maximum grant amount of \$208,510 project cost for certain project components that were deemed ineligible for FAA funding. The resulting grant match for the Fernandina Beach Municipal Airport will be \$73,272.

This project is included within the Airport's 5-year capital plan in the FY24/25 budget. The City Commission, at their November 19, 2024, Regular Meeting, approved Resolution 2024-220. This action corrects/revises the *resolution at the request of FDOT to provide more specificity and individual approval actions for each grant agreement within the resolution*. FDOT has reviewed and concurred with the revised/corrected resolution.

FISCAL IMPACT: The grant revenue for this PTGA is included within the FY24/25 budget. Additionally, the associated project expense is included in the Airport Improvements Account #420 56300 Project #24024 within the FY24/25 budget.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission approve the scrivener's error associated with Resolution 2024-220.

Alisha Brown, Budget Analyst	12/9/2024
Kim Briley, Deputy City Clerk	12/9/2024
Jeremiah Glisson, Interim City Manager	12/9/2024
Sarah Campbell, City Manager	12/9/2024
Tammi E. Bach, City Attorney	12/9/2024
Katie Newton, Paralegal	12/10/2024

Kim Briley

Date: December 06, 2024

Submitted By: Kim Briley, Deputy City Clerk

COMMISSION ACTION: Adopt

SCRIVENER'S ERROR CORRECTION
RESOLUTION 2024-220

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, AUTHORIZING PUBLIC TRANSPORTATION GRANT AGREEMENT (PTGA) #427545-4 AND AMENDMENT 1 ~~TO~~ PTGA #427545-2 WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) FOR THE REHABILITATION OF TAXIWAY A AT THE FERNANDINA BEACH MUNICIPAL AIRPORT; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Fernandina Beach, via Resolution 2024-180, has awarded a project for rehabilitation of Taxiway A pavement, lighting, and stormwater at the Fernandina Beach Municipal Airport; and

WHEREAS, the City of Fernandina Beach also accepted a grant from the Federal Aviation Administration providing \$2,233,234 in funding to support this project; and

WHEREAS, the proposed FDOT grant (PTGA #427545-4) provides \$134,582 in funding support for this project; and

WHEREAS, Amendment 1 to this grant (PTGA #427545-2) provides additional funding support in the total amount of \$208,510 for this project.

~~WHEREAS, this proposed PTGA#427545 AND Amendment 1 to PGTA #427545 provides additional funding support, in the total amount of \$343,091, for rehabilitation of Taxiway A at the Fernandina Beach Municipal Airport.~~

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, THAT:

SECTION 1. The City Commission hereby authorizes approval of FDOT Public Transportation Grant Agreement #427545-4, attached hereto as Exhibit A, for FDOT maximum funding support in the amount of \$134,582 of total eligible project cost for the rehabilitation of Taxiway A at the Fernandina Beach Municipal Airport. The City Commission hereby authorized approval of FDOT Public Transportation Grant Agreement #427545 and Amendment 1 to PGTA #427545, ATTACHED HERETO AS Exhibit A and Exhibit B, for a total FDOT grant obligation of \$343,091, for rehabilitation of Taxiway A at the Fernandina Beach Municipal Airport.

SECTION 2. This City Commission hereby authorizes approval of Florida Public Transportation Grant Agreement Amendment 1 (PTGA #427545-2), attached hereto as Exhibit "B", increasing funding support by the maximum amount of \$208,510 of total eligible project cost for the rehabilitation of Taxiway A at the Fernandina Beach Municipal Airport.

SECTION ~~2~~ 3. The City Clerk and City Manager are hereby authorized to execute FDOT PTGA #427545 and Amendment 1 to FDOT PTGA #427545, upon review of the City Attorney.

SECTION ~~3~~ 4. This Resolution shall become effective immediately upon passage.

ADOPTED this 17th day of December, 2024.

CITY OF FERNANDINA BEACH

JAMES ANTUN
Commissioner - Mayor

ATTEST:

APPROVED AS TO FORM & LEGALITY:



CAROLINE BEST
City Clerk

TAMMI E. BACH
City Attorney

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION
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Form 725-000-01
STRATEGIC
DEVELOPMENT
OGC 10/24

Financial Project Number(s): (item-segment-phase-sequence) 427545-4-94-01	Fund(s): Work Activity Code/Function: 215 Federal Award Identification Number (FAIN) – Transit only: N/A	DDR Object Code: 751000 Org. Code: 55022020228 Vendor Number: VF596000317019	FLAIR Category: 088719
Contract Number:	Federal Award Date: N/A		
CFDA Number: N/A	Agency UEI Number:		
CFDA Title: N/A			
CSFA Number: 55.004			
CSFA Title: Aviation Grant Program			

THIS PUBLIC TRANSPORTATION GRANT AGREEMENT ("Agreement") is entered into _____, by and between the State of Florida, Department of Transportation, ("Department"), and City of Fernandina Beach, ("Agency"). The Department and the Agency are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties."

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

- 1. Authority.** The Agency, by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D", Agency Resolution** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf. The Department has the authority pursuant to Section(s) 332.007, Florida Statutes, to enter into this Agreement.
- 2. Purpose of Agreement.** The purpose of this Agreement is to provide for the Department's participation in FERNANDINA BEACH MUNICIPAL APT REHABILITATION OF TAXIWAY A - Non-Eligible FAA Portion of this Project, as further described in **Exhibit "A", Project Description and Responsibilities**, attached and incorporated into this Agreement ("Project"), to provide Department financial assistance to the Agency, state the terms and conditions upon which Department funds will be provided, and to set forth the manner in which the Project will be undertaken and completed.
- 3. Program Area.** For identification purposes only, this Agreement is implemented as part of the Department program area selected below (select all programs that apply):

- ☒ **Aviation**
- ☐ **Seaports**
- ☐ **Transit**
- ☐ **Intermodal**
- ☐ **Rail Crossing Closure**
- ☐ **Match to Direct Federal Funding** (Aviation or Transit)
- ☐ (Note: Section 15 and Exhibit G do not apply to federally matched funding)
- ☐ **Other**

- 4. Exhibits.** The following Exhibits are attached and incorporated into this Agreement:

- ☒ Exhibit A: Project Description and Responsibilities
- ☒ Exhibit B: Schedule of Financial Assistance
- ☐ *Exhibit B1: Deferred Reimbursement Financial Provisions
- ☐ *Exhibit B2: Advance Payment Financial Provisions
- ☐ *Exhibit B3: Alternative Advanced Pay (Transit Bus Program)
- ☒ *Exhibit C: Terms and Conditions of Construction
- ☒ Exhibit D: Agency Resolution
- ☒ Exhibit E: Program Specific Terms and Conditions
- ☒ Exhibit E1: Prohibition Based on Health Care Choices
- ☐ Exhibit E2: Exterior Vehicle Wrap, Tinting, Paint, Marketing and Advertising (Transit)

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- ☒ Exhibit F: Contract Payment Requirements
☒ *Exhibit G: Audit Requirements for Awards of State Financial Assistance
☐ *Exhibit H: Audit Requirements for Awards of Federal Financial Assistance
☐ *Exhibit I: Certification of Disbursement of Payment to Vehicle and/or Equipment Vendor
☐ *Additional Exhibit(s):

*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

5. Time. Unless specified otherwise, all references to “days” within this Agreement refer to calendar days.

6. Term of Agreement. This Agreement shall commence upon full execution by both Parties (“Effective Date”) and continue through September 30, 2027. If the Agency does not complete the Project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed prior to the Effective Date or after the expiration date of this Agreement will not be reimbursed by the Department.

a. ☐ If this box is checked the following provision applies:

Unless terminated earlier, work on the Project shall commence no later than the day of , or within days of the issuance of the Notice to Proceed for the construction phase of the Project (if the Project involves construction), whichever date is earlier. The Department shall have the option to immediately terminate this Agreement should the Agency fail to meet the above-required dates.

7. Amendments, Extensions, and Assignment. This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be renewed. This Agreement shall not be assigned, transferred, or otherwise encumbered by the Agency under any circumstances without the prior written consent of the Department.

8. Termination or Suspension of Project. The Department may, by written notice to the Agency, suspend any or all of the Department's obligations under this Agreement for the Agency's failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected.

a. Notwithstanding any other provision of this Agreement, if the Department intends to terminate the Agreement, the Department shall notify the Agency of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.

c. If the Agreement is terminated before performance is completed, the Agency shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department's maximum financial assistance. If any portion of the Project is located on the Department's right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Agency.

d. In the event the Agency fails to perform or honor the requirements and provisions of this Agreement, the Agency shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.

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- e. The Department reserves the right to unilaterally cancel this Agreement for failure by the Agency to comply with the Public Records provisions of Chapter 119, Florida Statutes.

9. Project Cost:

- a. The estimated total cost of the Project is \$168,227. This amount is based upon **Exhibit "B", Schedule of Financial Assistance**. The timeline for deliverables and distribution of estimated amounts between deliverables within a grant phase, as outlined in **Exhibit "B", Schedule of Financial Assistance**, may be modified by mutual written agreement of the Parties and does not require execution of an **Amendment to the Public Transportation Grant Agreement**. The timeline for deliverables and distribution of estimated amounts between grant phases requires an amendment executed by both Parties in the same form as this Agreement.
- b. The Department agrees to participate in the Project cost up to the maximum amount of \$134,582 and, the Department's participation in the Project shall not exceed 80.00% of the total eligible cost of the Project, and as more fully described in **Exhibit "B", Schedule of Financial Assistance**. The Agency agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits involved.

10. Compensation and Payment:

- a. **Eligible Cost.** The Department shall reimburse the Agency for allowable costs incurred as described in **Exhibit "A", Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**.
- b. **Deliverables.** The Agency shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A", Project Description and Responsibilities**. Modifications to the deliverables in **Exhibit "A", Project Description and Responsibilities** requires a formal written amendment.
- c. **Invoicing.** Invoices shall be submitted no more often than monthly by the Agency in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable, and verifiable deliverables as established in **Exhibit "A", Project Description and Responsibilities**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursement. Requests for reimbursement by the Agency shall include an invoice, progress report, and supporting documentation for the deliverables being billed that are acceptable to the Department. The Agency shall use the format for the invoice and progress report that is approved by the Department.
- d. **Supporting Documentation.** Supporting documentation must establish that the deliverables were received and accepted in writing by the Agency and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A", Project Description and Responsibilities** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F", Contract Payment Requirements**.
- e. **Travel Expenses.** The selected provision below is controlling regarding travel expenses:
- ☒ Travel expenses are NOT eligible for reimbursement under this Agreement.
- ☐ Travel expenses ARE eligible for reimbursement under this Agreement. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's

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Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes, and the most current version of the Department's Disbursement Handbook for Employees and Managers.

- f. Financial Consequences.** Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes, or the Department's Comptroller under Section 334.044(29), Florida Statutes. If the Department determines that the performance of the Agency is unsatisfactory, the Department shall notify the Agency of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Agency shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Agency will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Agency will not be reimbursed. If the deficiency is subsequently resolved, the Agency may bill the Department for the amount that was previously not reimbursed during the next billing period. If the Agency is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.
- g. Invoice Processing.** An Agency receiving financial assistance from the Department should be aware of the following time frames. Inspection or verification and approval of deliverables shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables are received, inspected or verified, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Agency. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices that have to be returned to an Agency because of Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agency who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

- h. Records Retention.** The Agency shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the Project records, together with supporting documents and records, of the Contractor and all subcontractors performing work on the Project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.
- i. Progress Reports.** Upon request, the Agency agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.

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- j. **Submission of Other Documents.** The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department may require as listed in **Exhibit "E", Program Specific Terms and Conditions** attached to and incorporated into this Agreement.
- k. **Offsets for Claims.** If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement that it has with the Agency owing such amount if, upon written demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- l. **Final Invoice.** The Agency must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- m. **Department's Performance and Payment Contingent Upon Annual Appropriation by the Legislature.** The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Agency. See **Exhibit "B", Schedule of Financial Assistance** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.
- n. **Limits on Contracts Exceeding \$25,000 and Term more than 1 Year.** In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:
- "The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."
- o. **Agency Obligation to Refund Department.** Any Project funds made available by the Department pursuant to this Agreement that are determined by the Department to have been expended by the Agency in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Agency files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.
- p. **Non-Eligible Costs.** In determining the amount of the payment, the Department will exclude all Project costs incurred by the Agency prior to the execution of this Agreement, costs incurred after the expiration of the Agreement, costs that are not provided for in **Exhibit "A", Project**

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Description and Responsibilities, and as set forth in **Exhibit “B”, Schedule of Financial Assistance**, costs agreed to be borne by the Agency or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangement that has not been approved in writing by the Department. Specific unallowable costs may be listed in **Exhibit “A”, Project Description and Responsibilities**.

11. General Requirements. The Agency shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

- a. Necessary Permits Certification.** The Agency shall certify to the Department that the Agency’s design consultant and/or construction contractor has secured the necessary permits.
- b. Right-of-Way Certification.** If the Project involves construction, then the Agency shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, even if no right-of-way is required.
- c. Notification Requirements When Performing Construction on Department’s Right-of-Way.** In the event the cost of the Project is greater than \$250,000.00, and the Project involves construction on the Department’s right-of-way, the Agency shall provide the Department with written notification of either its intent to:
 - i.** Require the construction work of the Project that is on the Department’s right-of-way to be performed by a Department prequalified contractor, or
 - ii.** Construct the Project utilizing existing Agency employees, if the Agency can complete said Project within the time frame set forth in this Agreement.
- d.** ☐ If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce.** In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).
- e.** ☐ If this box is checked, then the Agency is permitted to utilize **Indirect Costs: Reimbursement for Indirect Program Expenses** (select one):
 - i.** ☐ Agency has selected to seek reimbursement from the Department for actual indirect expenses (no rate).
 - ii.** ☐ Agency has selected to apply a de minimus rate of 10% to modified total direct costs. Note: The de minimus rate is available only to entities that have never had a negotiated indirect cost rate. When selected, the de minimus rate must be used consistently for all federal awards until such time the agency chooses to negotiate a rate. A cost policy statement and de minimis certification form must be submitted to the Department for review and approval.
 - iii.** ☐ Agency has selected to apply a state or federally approved indirect cost rate. A federally approved rate agreement or indirect cost allocation plan (ICAP) must be submitted annually.
- f. Agency Compliance with Laws, Rules, and Regulations, Guidelines, and Standards.** The Agency shall comply and require its contractors and subcontractors to comply with all terms

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and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

- g. Claims and Requests for Additional Work.** The Agency shall have the sole responsibility for resolving claims and requests for additional work for the Project. The Agency will make best efforts to obtain the Department's input in its decisions. The Department is not obligated to reimburse for claims or requests for additional work.

12. Contracts of the Agency:

- a. Approval of Third Party Contracts.** The Department specifically reserves the right to review and approve any and all third party contracts with respect to the Project before the Agency executes or obligates itself in any manner requiring the disbursement of Department funds, including consultant and purchase of commodities contracts, or amendments thereto. If the Department chooses to review and approve third party contracts for this Project and the Agency fails to obtain such approval, that shall be sufficient cause for nonpayment by the Department. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same. If Federal Transit Administration (FTA) funds are used in the Project, the Department must exercise the right to third party contract review.
- b. Procurement of Commodities or Contractual Services.** It is understood and agreed by the Parties hereto that participation by the Department in a project with the Agency, where said project involves the purchase of commodities or contractual services where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Section 287.017, Florida Statutes, is contingent on the Agency complying in full with the provisions of Section 287.057, Florida Statutes. The Agency's Authorized Official shall certify to the Department that the Agency's purchase of commodities or contractual services has been accomplished in compliance with Section 287.057, Florida Statutes. It shall be the sole responsibility of the Agency to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B", Schedule of Financial Assistance**, or that is not consistent with the Project description and scope of services contained in **Exhibit "A", Project Description and Responsibilities** must be approved by the Department prior to Agency execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department, in accordance with this Agreement.
- c. Consultants' Competitive Negotiation Act.** It is understood and agreed by the Parties to this Agreement that participation by the Department in a project with the Agency, where said project involves a consultant contract for professional services, is contingent on the Agency's full compliance with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Agency's Authorized Official shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.
- d. Disadvantaged Business Enterprise (DBE) Policy and Obligation.** It is the policy of the Department that DBEs, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement. The Agency and its contractors agree to ensure that DBEs have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBEs have the opportunity to compete for and perform contracts. The Agency and its contractors

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and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

13. Maintenance Obligations. In the event the Project includes construction or the acquisition of commodities then the following provisions are incorporated into this Agreement:

- a. The Agency agrees to accept all future maintenance and other attendant costs occurring after completion of the Project for all improvements constructed or commodities acquired as part of the Project. The terms of this provision shall survive the termination of this Agreement.

14. Sale, Transfer, or Disposal of Department-funded Property:

- a. The Agency will not sell or otherwise transfer or dispose of any part of its title or other interests in real property, facilities, or equipment funded in any part by the Department under this Agreement without prior written approval by the Department.
- b. If a sale, transfer, or disposal by the Agency of all or a portion of Department-funded real property, facilities, or equipment is approved by the Department, the following provisions will apply:
 - i. The Agency shall reimburse the Department a proportional amount of the proceeds of the sale of any Department-funded property.
 - ii. The proportional amount shall be determined on the basis of the ratio of the Department funding of the development or acquisition of the property multiplied against the sale amount, and shall be remitted to the Department within ninety (90) days of closing of sale.
 - iii. Sale of property developed or acquired with Department funds shall be at market value as determined by appraisal or public bidding process, and the contract and process for sale must be approved in advance by the Department.
 - iv. If any portion of the proceeds from the sale to the Agency are non-cash considerations, reimbursement to the Department shall include a proportional amount based on the value of the non-cash considerations.
- c. The terms of provisions "a" and "b" above shall survive the termination of this Agreement.
 - i. The terms shall remain in full force and effect throughout the useful life of facilities developed, equipment acquired, or Project items installed within a facility, but shall not exceed twenty (20) years from the effective date of this Agreement.
 - ii. There shall be no limit on the duration of the terms with respect to real property acquired with Department funds.

15. Single Audit. The administration of Federal or State resources awarded through the Department to the Agency by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of Federal awards or State financial assistance or limit the authority of any state agency inspector general, the State of Florida Auditor General, or any other state official. The Agency shall comply with all audit and audit reporting requirements as specified below.

Federal Funded:

- a. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include but not be limited to on-site visits by

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Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to Federal awards provided through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO), or State of Florida Auditor General.

- b. The Agency, a non-Federal entity as defined by 2 CFR Part 200, Subpart F – Audit Requirements, as a subrecipient of a Federal award awarded by the Department through this Agreement, is subject to the following requirements:
- i. In the event the Agency expends a total amount of Federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Agency must have a Federal single or program-specific audit conducted for such fiscal year in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. **Exhibit “H”, Audit Requirements for Awards of Federal Financial Assistance**, to this Agreement provides the required Federal award identification information needed by the Agency to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining Federal awards expended in a fiscal year, the Agency must consider all sources of Federal awards based on when the activity related to the Federal award occurs, including the Federal award provided through the Department by this Agreement. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.
 - ii. In connection with the audit requirements, the Agency shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.
 - iii. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards, the Agency is exempt from Federal audit requirements for that fiscal year. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency’s audit period for each applicable audit year. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-Federal resources (*i.e.*, the cost of such an audit must be paid from the Agency’s resources obtained from other than Federal entities).
 - iv. The Agency must electronically submit to the Federal Audit Clearinghouse (FAC) at <https://harvester.census.gov/facweb/> the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor’s report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor’s report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.

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- v. Within six months of acceptance of the audit report by the FAC, the Department will review the Agency's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the Federal award provided through the Department by this Agreement. If the Agency fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:
1. Temporarily withhold cash payments pending correction of the deficiency by the Agency or more severe enforcement action by the Department;
 2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
 3. Wholly or partly suspend or terminate the Federal award;
 4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and Federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the Federal awarding agency);
 5. Withhold further Federal awards for the Project or program;
 6. Take other remedies that may be legally available.
- vi. As a condition of receiving this Federal award, the Agency shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.
- vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us

State Funded:

- a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Agency's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS), or State of Florida Auditor General.
- b. The Agency, a "nonstate entity" as defined by Section 215.97, Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement, is subject to the following requirements:

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- i. In the event the Agency meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "G", Audit Requirements for Awards of State Financial Assistance**, to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Agency to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Agency shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
- ii. In connection with the audit requirements, the Agency shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
- iii. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Agency's resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than State entities).
- iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0405
FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

- v. Any copies of financial reporting packages, reports, or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as

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applicable.

- vi. The Agency, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Agency in correspondence accompanying the reporting package.
 - vii. Upon receipt, and within six months, the Department will review the Agency's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Agency fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.
 - viii. As a condition of receiving state financial assistance, the Agency shall permit the Department or its designee, DFS, or the Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.
- c. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department or its designee, DFS, or State of Florida Auditor General access to such records upon request. The Agency shall ensure that the audit working papers are made available to the Department or its designee, DFS, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

16. Notices and Approvals. Notices and approvals referenced in this Agreement must be obtained in writing from the Parties' respective Administrators or their designees.

17. Restrictions, Prohibitions, Controls and Labor Provisions:

- a. **Convicted Vendor List.** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- b. **Discriminatory Vendor List.** In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

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- c. Non-Responsible Contractors.** An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied, or have further been determined by the Department to be a non-responsible contractor, may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.
- d. Prohibition on Using Funds for Lobbying.** No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.
- e. Unauthorized Aliens.** The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
- f. Procurement of Construction Services.** If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and at the time of the competitive solicitation for the Project, 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Agency must comply with the requirements of Section 255.0991, Florida Statutes.
- g. E-Verify.** The Agency shall:
 - i.** Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the contract; and
 - ii.** Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- h. Projects with Non-profit Organizations.** Pursuant to Section 216.1366, Florida Statutes, if the Agency is a nonprofit organization as defined in Section 215.97(2)(m), Florida Statutes, the Agency shall provide documentation to indicate the amount of state funds:
 - i.** Allocated to be used during the full term of this Agreement for remuneration to any member of the board of directors or an officer of the Agency
 - ii.** Allocated under each payment by the Department to be used for remuneration of any member of the board of directors or an officer of the Agency. The documentation must indicate the amounts and recipients of the remuneration.

Such information will be posted by the Department to the Florida Accountability Contract Tracking System maintained pursuant to Section 215.985, F.S., and must additionally be posted to the Agency's website, if the Agency is a non-profit organization and maintains a website. The Agency shall utilize the Department's Form 350-090-19, Compensation to Non-Profits Using State Funds, for purposes of documenting the compensation. The subject Form is required for every contract for services executed, amended, or extended on or after July 1, 2023, with non-profit organizations.

Pursuant to Section 216.1366, F.S., the term:

- iii.** "Officer" means a chief executive officer, chief financial officer, chief operating officer, or any other position performing and equivalent function.
- iv.** "Remuneration" means all compensation earned by or awarded to personnel, whether paid or accrued, regardless of contingency, including bonuses, accrued paid time off,

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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.

- v. "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 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 Medicaid program.

- i. **Design Services and Construction Engineering and Inspection Services.** If the Project is wholly or partially funded by the Department and administered by a local governmental entity, except for a seaport listed in Section 311.09, Florida Statutes, or an airport as defined in Section 332.004, Florida Statutes, the entity performing design and construction engineering and inspection services may not be the same entity.

18. Indemnification and Insurance:

- a. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Agency guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Agency or any subcontractor, in connection with this Agreement. Additionally, to the extent permitted by law and as limited by and pursuant to the provisions of Section 768.28, Florida Statutes, the Agency shall indemnify, defend, and hold harmless the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Agency and persons employed or utilized by the Agency in the performance of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the Department's or the Agency's sovereign immunity. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the Department's or the Agency's sovereign immunity. This indemnification shall survive the termination of this Agreement. Additionally, the Agency agrees to include the following indemnification in all contracts with contractors/subcontractors and consultants/subconsultants who perform work in connection with this Agreement:

"To the fullest extent permitted by law, the Agency's contractor/consultant shall indemnify, defend, and hold harmless the Agency and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor/consultant and persons employed or utilized by the contractor/consultant in the performance of this Agreement.

This indemnification shall survive the termination of this Agreement."

- b. The Agency shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultant(s) have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation Insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include

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operators or other personnel who are employees of independent contractors, sole proprietorships, or partners are covered by insurance required under Florida's Workers' Compensation law.

- c. If the Agency elects to self-perform the Project, then the Agency may self-insure. If the Agency elects to hire a contractor or consultant to perform the Project, then the Agency shall carry, or cause its contractor or consultant to carry, Commercial General Liability insurance providing continuous coverage for all work or operations performed under this Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. The Agency shall cause, or cause its contractor or consultant to cause, the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Agency is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.
- d. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Agency shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than \$2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than \$6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.
- e. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

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- a. **Environmental Regulations.** The Agency will be solely responsible for compliance with all applicable environmental regulations and for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith.
- b. **Non-Admission of Liability.** In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- c. **Severability.** If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- d. **Agency not an agent of Department.** The Agency and the Department agree that the Agency, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
- e. **Bonus or Commission.** By execution of the Agreement, the Agency represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- f. **Non-Contravention of State Law.** Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing so that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.
- g. **Execution of Agreement.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- h. **Federal Award Identification Number (FAIN).** If the FAIN is not available prior to execution of the Agreement, the Department may unilaterally add the FAIN to the Agreement without approval of the Agency and without an amendment to the Agreement. If this occurs, an updated Agreement that includes the FAIN will be provided to the Agency and uploaded to the Department of Financial Services' Florida Accountability Contract Tracking System (FACTS).
- i. **Inspector General Cooperation.** The Agency agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.
- j. **Law, Forum, and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Agency agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

AGENCY City of Fernandina Beach

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____

By: _____

Name: **Jeremiah Glisson**

Name: James M. Knight, P.E.

Title: **Interim City Manager**

Title: Urban Planning and Modal Administrator

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
Legal Review:

APPROVED AS TO FORM AND LEGALITY:



CITY ATTORNEY

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
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EXHIBIT A

Project Description and Responsibilities

A. Project Description (description of Agency's project to provide context, description of project components funded via this Agreement (if not the entire project)): Rehabilitation of TW A - Non-FAA Eligible

B. Project Location (limits, city, county, map): Fernandina Beach Municipal Airport/Fernandina Beach, FL/Nassau

C. Project Scope (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size): As required by 215.971, F.S., this scope of work includes but is not limited to consultant and design fees, survey and geotechnical costs, permitting, construction inspection and material testing costs, mobilization and demobilization, maintenance of traffic, erosion control, demolition, pavement enhancement or reconstruction (with concrete, asphalt, rejuvenators, or sealants), demolition concrete apron pavement and reconstruction of hangar access taxilanes, joint rehabilitation for PCC pavement, pavement markings (removal and new), airfield lighting system, signage improvements (includes conduits, lights, conductors, cans, lightning protection, and vault upgrades), drainage, stormwater structures, fencing and gates, and sodding, including all materials, equipment, labor, and incidentals required to rehabilitate/reconstruct the taxiway A pavement. and associated work. The Sponsor will comply with Aviation Program Assurances.

D. Deliverable(s): Rehabilitation of TW A - Non-FAA Eligible

The project scope identifies the ultimate project deliverables. Deliverables for requisition, payment and invoice purposes will be the incremental progress made toward completion of project scope elements. Supporting documentation will be quantifiable, measurable, and verifiable, to allow for a determination of the amount of incremental progress that has been made, and provide evidence that the payment requested is commensurate with the accomplished incremental progress and costs incurred by the Agency.

E. Unallowable Costs (including but not limited to): travel

F. Transit Operating Grant Requirements (Transit Only):

Transit Operating Grants billed as an operational subsidy will require an expenditure detail report from the Agency that matches the invoice period. The expenditure detail, along with the progress report, will be the required deliverables for Transit Operating Grants. Operating grants may be issued for a term not to exceed three years from execution. The original grant agreement will include funding for year one. Funding for years two and three will be added by amendment as long as the grantee has submitted all invoices on schedule and the project deliverables for the year have been met.

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EXHIBIT B

Schedule of Financial Assistance

FUNDS AWARDED TO THE AGENCY AND REQUIRED MATCHING FUNDS PURSUANT TO THIS AGREEMENT
CONSIST OF THE FOLLOWING:

A. Fund Type and Fiscal Year:

Financial Management Number	Fund Type	FLAIR Category	State Fiscal Year	Object Code	CSFA/CFDA Number	CSFA/CFDA Title or Funding Source Description	Funding Amount
427545-4-94-01	DDR	088719	2025	751000	55.004	Aviation Grant Program	\$134,582.00
427545-4-94-01	LF	088719	2025	751000	55.004	Aviation Grant Program	\$33,645.00
Total Financial Assistance							\$168,227.00

B. Estimate of Project Costs by Grant Phase:

Phases*	State	Local	Federal	Totals	State %	Local %	Federal %
Land Acquisition	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Planning	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Environmental/Design/Construction	\$134,582.00	\$33,645.00	\$0.00	\$168,227.00	80.00	20.00	0.00
Capital Equipment/ Preventative Maintenance	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Match to Direct Federal Funding	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Mobility Management (Transit Only)	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Totals	\$134,582.00	\$33,645.00	\$0.00	\$168,227.00			

*Shifting items between these grant phases requires execution of an Amendment to the Public Transportation Grant Agreement.

Scope Code and/or Activity Line Item (ALI) (Transit Only)	
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BUDGET/COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category (grant phase) has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, Florida Statutes. Documentation is on file evidencing the methodology used and the conclusions reached.

Kyle Coffman

Department Grant Manager Name

Signature

Date

**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS****EXHIBIT C****TERMS AND CONDITIONS OF CONSTRUCTION****1. Design and Construction Standards and Required Approvals.**

- a. The Agency understands that it is responsible for the preparation and certification of all design plans for the Project. The Agency shall hire a qualified consultant for the design phase of the Project or, if applicable, the Agency shall require their design-build contractor or construction management contractor to hire a qualified consultant for the design phase of the Project.
- b. Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Agency for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Agency shall not begin the construction phase of the Project until the Department issues a Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Agency shall request a Notice to Proceed from the Department's Project Manager, Kyle Coffman (email: kyle.coffman@dot.state.fl.us) or from an appointed designee. Any construction phase work performed prior to the execution of this required Notice to Proceed is not subject to reimbursement.
- c. The Agency will provide one (1) copy of the final design plans and specifications and final bid documents to the Department's Project Manager prior to bidding or commencing construction of the Project.
- d. The Agency shall require the Agency's contractor to post a payment and performance bond in accordance with applicable law(s).
- e. The Agency shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that the construction work will meet all applicable Agency and Department standards.
- f. Upon completion of the work authorized by this Agreement, the Agency shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineer's Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached to this Exhibit. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans or specifications, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.

2. Construction on the Department's Right of Way. If the Project involves construction on the Department's right-of-way, then the following provisions apply to any and all portions of the Project that are constructed on the Department's right-of-way:

- a. The Agency shall hire a qualified contractor using the Agency's normal bid procedures to perform the construction work for the Project. The Agency must certify that the installation of the Project is completed by a Contractor prequalified by the Department as required by Section 2 of the Standard Specifications for Road and Bridge Construction (2016), as amended, unless otherwise approved by the Department in writing or the Contractor exhibits past project experience in the last five years that are comparable in scale, composition, and overall quality to the site characterized within the scope of services of this Project.

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- b. Construction Engineering Inspection (CEI) services will be provided by the Agency by hiring a Department prequalified consultant firm including one individual that has completed the Advanced Maintenance of Traffic Level Training, unless otherwise approved by the Department in writing. The CEI staff shall be present on the Project at all times that the contractor is working. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall approve all CEI personnel. The CEI firm shall not be the same firm as that of the Engineer of Record for the Project. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Notwithstanding the foregoing, the Department may issue a written waiver of the CEI requirement for portions of Projects involving the construction of bus shelters, stops, or pads.
- c. The Project shall be designed and constructed in accordance with the latest edition of the Department's Standard Specifications for Road and Bridge Construction, the Department Design Standards, and the Manual of Uniform Traffic Control Devices (MUTCD). The following guidelines shall apply as deemed appropriate by the Department: the Department Structures Design Manual, AASHTO Guide Specifications for the Design of Pedestrian Bridges, AASHTO LRFD Bridge Design Specifications, Florida Design Manual, Manual for Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (the "Florida Green Book"), and the Department Traffic Engineering Manual. The Agency will be required to submit any construction plans required by the Department for review and approval prior to any work being commenced. Should any changes to the plans be required during construction of the Project, the Agency shall be required to notify the Department of the changes and receive approval from the Department prior to the changes being constructed. The Agency shall maintain the area of the Project at all times and coordinate any work needs of the Department during construction of the Project.
- d. The Agency shall notify the Department a minimum of 48 hours before beginning construction within Department right-of-way. The Agency shall notify the Department should construction be suspended for more than 5 working days. The Department contact person for construction is ____.
- e. The Agency shall be responsible for monitoring construction operations and the maintenance of traffic (MOT) throughout the course of the Project in accordance with the latest edition of the Department Standard Specifications, section 102. The Agency is responsible for the development of a MOT plan and making any changes to that plan as necessary. The MOT plan shall be in accordance with the latest version of the Department Design Standards, Index 600 series. Any MOT plan developed by the Agency that deviates from the Department Design Standards must be signed and sealed by a professional engineer. MOT plans will require approval by the Department prior to implementation.
- f. The Agency shall be responsible for locating all existing utilities, both aerial and underground, and for ensuring that all utility locations be accurately documented on the construction plans. All utility conflicts shall be fully resolved directly with the applicable utility.
- g. The Agency will be responsible for obtaining all permits that may be required by other agencies or local governmental entities.
- h. It is hereby agreed by the Parties that this Agreement creates a permissive use only and all improvements located on the Department's right-of-way resulting from this Agreement shall become the property of the Department. Neither the granting of the permission to use the Department right of way nor the placing of facilities upon the Department property shall operate to create or vest any property right to or in the Agency, except as may otherwise be provided in separate agreements. The Agency shall not acquire any right, title, interest or

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estate in Department right of way, of any nature or kind whatsoever, by virtue of the execution, operation, effect, or performance of this Agreement including, but not limited to, the Agency's use, occupancy or possession of Department right of way. The Parties agree that this Agreement does not, and shall not be construed to, grant credit for any future transportation concurrency requirements pursuant to Chapter 163, F.S.

- i. The Agency shall not cause any liens or encumbrances to attach to any portion of the Department's property, including but not limited to, the Department's right-of-way.
- j. The Agency shall perform all required testing associated with the design and construction of the Project. Testing results shall be made available to the Department upon request. The Department shall have the right to perform its own independent testing during the course of the Project.
- k. The Agency shall exercise the rights granted herein and shall otherwise perform this Agreement in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement and all applicable federal, state, local, administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards and permits, as the same may be constituted and amended from time to time, including, but not limited to, those of the Department, applicable Water Management District, Florida Department of Environmental Protection, the United States Environmental Protection Agency, the United States Army Corps of Engineers, the United States Coast Guard and local governmental entities.
- l. If the Department determines a condition exists which threatens the public's safety, the Department may, at its discretion, cause construction operations to cease and immediately have any potential hazards removed from its right-of-way at the sole cost, expense, and effort of the Agency. The Agency shall bear all construction delay costs incurred by the Department.
- m. The Agency shall be responsible to maintain and restore all features that might require relocation within the Department right-of-way.
- n. The Agency will be solely responsible for clean up or restoration required to correct any environmental or health hazards that may result from construction operations.
- o. The acceptance procedure will include a final "walk-through" by Agency and Department personnel. Upon completion of construction, the Agency will be required to submit to the Department final as-built plans and an engineering certification that construction was completed in accordance to the plans. Submittal of the final as-built plans shall include one complete set of the signed and sealed plans on 11" X 17" plan sheets and an electronic copy prepared in Portable Document Format (PDF). Prior to the termination of this Agreement, the Agency shall remove its presence, including, but not limited to, all of the Agency's property, machinery, and equipment from Department right-of-way and shall restore those portions of Department right of way disturbed or otherwise altered by the Project to substantially the same condition that existed immediately prior to the commencement of the Project.
- p. If the Department determines that the Project is not completed in accordance with the provisions of this Agreement, the Department shall deliver written notification of such to the Agency. The Agency shall have thirty (30) days from the date of receipt of the Department's written notice, or such other time as the Agency and the Department mutually agree to in writing, to complete the Project and provide the Department with written notice of the same (the "Notice of Completion"). If the Agency fails to timely deliver the Notice of Completion, or if it is determined that the Project is not properly completed after receipt of the Notice of Completion, the Department, within its discretion may: 1) provide the Agency with written authorization granting such additional time as the Department deems appropriate to correct the deficiency(ies); or 2) correct the deficiency(ies) at the Agency's sole cost and expense,

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without Department liability to the Agency for any resulting loss or damage to property, including, but not limited to, machinery and equipment. If the Department elects to correct the deficiency(ies), the Department shall provide the Agency with an invoice for the costs incurred by the Department and the Agency shall pay the invoice within thirty (30) days of the date of the invoice.

- q. The Agency shall implement best management practices for erosion and pollution control to prevent violation of state water quality standards. The Agency shall be responsible for the correction of any erosion, shoaling, or water quality problems that result from the construction of the Project.
- r. Portable Traffic Monitoring Site (PTMS) or a Telemetry Traffic Monitoring Site (TTMS) may exist within the vicinity of your proposed work. It is the responsibility of the Agency to locate and avoid damage to these sites. If a PTMS or TTMS is encountered during construction, the Department must be contacted immediately.
- s. During construction, highest priority must be given to pedestrian safety. If permission is granted to temporarily close a sidewalk, it should be done with the express condition that an alternate route will be provided, and shall continuously maintain pedestrian features to meet Americans Disability Act (ADA) standards.
- t. Restricted hours of operation will be as follows, unless otherwise approved by the Department's District Construction Engineer or designee (insert hours and days of the week for restricted operation):
- u. Lane closures on the state road system must be coordinated with the Public Information Office at least two weeks prior to the closure. The contact information for the Department's Public Information Office is:

Insert District PIO contact info:

Note: (Highlighted sections indicate need to confirm information with District Office or appropriate DOT person managing the Agreement)

3. **Engineer's Certification of Compliance.** The Agency shall complete and submit and if applicable Engineer's Certification of Compliance to the Department upon completion of the construction phase of the Project.

**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS****ENGINEER'S CERTIFICATION OF COMPLIANCE**

PUBLIC TRANSPORTATION GRANT AGREEMENT
BETWEEN
THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
and _____

PROJECT DESCRIPTION: _____

DEPARTMENT CONTRACT NO.: _____

FINANCIAL MANAGEMENT NO.: _____

In accordance with the Terms and Conditions of the Public Transportation Grant Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification, the Agency shall furnish the Department a set of "as-built" plans for construction on the Department's Right of Way certified by the Engineer of Record/CEI.

By: _____, P.E.

SEAL:

Name: _____

Date: _____

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EXHIBIT D

AGENCY RESOLUTION

PLEASE SEE ATTACHED

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EXHIBIT E

**PROGRAM SPECIFIC TERMS AND CONDITIONS - AVIATION
AVIATION PROGRAM ASSURANCES**

A. General.

1. The assurances herein shall form an integral part of the Agreement between the Department and the Agency.
2. These assurances delineate the obligations of the Parties to this Agreement to ensure their commitment and compliance with specific provisions of **Exhibit “A”, Project Description and Responsibilities**, and **Exhibit “B”, Schedule of Financial Assistance**, as well as serving to protect public investment in public-use airports and the continued viability of the Florida Aviation System.
3. The Agency shall comply with the assurances as specified in this Agreement.
4. The terms and assurances of this Agreement shall remain in full force and effect throughout the useful life of a facility developed; equipment acquired; or Project items installed within a facility for an airport development or noise compatibility program project, but shall not exceed 20 years from the effective date of this Agreement.
5. There shall be no limit on the duration of the terms and assurances of this Agreement regarding Exclusive Rights and Airport Revenue so long as the property is used as a public airport.
6. There shall be no limit on the duration of the terms and assurances of this Agreement with respect to real property acquired with funds provided by this Agreement.
7. Subject to appropriations, the Department shall continue to comply with its financial commitment to this Project under the terms of this Agreement, until such time as the Department may determine that the Agency has failed to comply with the terms and assurances of this Agreement.
8. An Agency that has been determined by the Department to have failed to comply with either the terms of these Assurances, or the terms of the Agreement, or both, shall be notified, in writing, by the Department, identifying the specifics of the non-compliance and any corrective action by the Agency to remedy the failure.
9. Failure by the Agency to satisfactorily remedy the non-compliance shall absolve the Department's continued financial commitment to this Project and immediately require the Agency to repay the Department the full amount of funds expended by the Department on this Project.
10. Any history of failure to comply with the terms and assurances of an Agreement will jeopardize the Agency's eligibility for further state funding of airport projects by the Department.

B. Agency Compliance Certification.

1. **General Certification.** The Agency hereby certifies, with respect to this Project, it will comply, within its authority, with all applicable, current laws and rules of the State of Florida and applicable local governments, as well as Department policies, guidelines, and requirements, including but not limited to, the following (latest version of each document):
 - a. **Florida Statutes (F.S.)**
 - Chapter 163, F.S., Intergovernmental Programs
 - Chapter 329, F.S., Aircraft: Title; Liens; Registration; Liens
 - Chapter 330, F.S., Regulation of Aircraft, Pilots, and Airports
 - Chapter 331, F.S., Aviation and Aerospace Facilities and Commerce
 - Chapter 332, F.S., Airports and Other Air Navigation Facilities
 - Chapter 333, F.S., Airport Zoning

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b. Florida Administrative Code (FAC)

- Chapter 73C-41, FAC, Community Planning; Governing the Procedure for the Submittal and Review of Local Government Comprehensive Plans and Amendments
- Chapter 14-60, FAC, Airport Licensing, Registration, and Airspace Protection
- Section 62-256.300, FAC, Open Burning, Prohibitions
- Section 62-701.320(13), FAC, Solid Waste Management Facility Permit Requirements, General, Airport Safety

c. Local Government Requirements

- Airport Zoning Ordinance
- Local Comprehensive Plan

d. Department Requirements

- Eight Steps of Building a New Airport
- Florida Airport Revenue Use Guide
- Florida Aviation Project Handbook
- Guidebook for Airport Master Planning
- Airport Compatible Land Use Guidebook

- 2. Construction Certification.** The Agency hereby certifies, with respect to a construction-related project, that all design plans and specifications will comply with applicable federal, state, local, and professional standards, as well as Federal Aviation Administration (FAA) Advisory Circulars (AC's) and FAA issued waivers thereto, including but not limited to, the following:

a. Federal Requirements

- FAA AC 70/7460-1, Obstruction Marking and Lighting
- FAA AC 150/5300-13, Airport Design
- FAA AC 150/5370-2, Operational Safety on Airports During Construction
- FAA AC 150/5370-10, Standards for Specifying Construction of Airports

b. Local Government Requirements

- Local Building Codes
- Local Zoning Codes

c. Department Requirements

- Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (Commonly Referred to as the "Florida Green Book")
- Manual on Uniform Traffic Control Devices
- Section 14-60.007, FAC, Airfield Standards for Licensed Airports
- Standard Specifications for Construction of General Aviation Airports
- Design Guidelines & Minimum Standard Requirements for T-Hangar Projects

- 3. Land Acquisition Certification.** The Agency hereby certifies, regarding land acquisition, that it will comply with applicable federal and/or state policies, regulations, and laws, including but not limited to the following:

a. Federal Requirements

- Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970
- National Environmental Policy of 1969
- FAA Order 5050.4, National Environmental Policy Act Implementing Instructions for Airport Projects
- FAA Order 5100.37B, Land Acquisition and Relocation Assistance for Airport Projects

b. Florida Requirements

- Chapter 73, F.S., Eminent Domain (re: Property Acquired Through Condemnation)
- Chapter 74, F.S., Proceedings Supplemental to Eminent Domain (re: Condemnation)
- Section 286.23, F.S., Public Business: Miscellaneous Provisions

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C. Agency Authority.

1. **Legal Authority.** The Agency hereby certifies, with respect to this Agreement, that it has the legal authority to enter into this Agreement and commit to this Project; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the airport sponsor's governing body authorizing this Agreement, including assurances contained therein, and directing and authorizing the person identified as the official representative of the governing body to act on its behalf with respect to this Agreement and to provide any additional information as may be required.
2. **Financial Authority.** The Agency hereby certifies, with respect to this Agreement, that it has sufficient funds available for that portion of the Project costs which are not paid by the U.S. Government or the State of Florida; that it has sufficient funds available to assure future operation and maintenance of items funded by this Project, which it will control; and that authority has been granted by the airport sponsor governing body to commit those funds to this Project.

D. Agency Responsibilities. The Agency hereby certifies it currently complies with or will comply with the following responsibilities:

1. Accounting System.

- a. The Agency shall create and maintain a separate account to document all of the financial transactions related to the airport as a distinct entity.
- b. The accounting records shall be kept by the Agency or its authorized representative in accordance with Generally Accepted Accounting Principles and in an accounting system that will facilitate an effective audit in accordance with the 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and Section 215.97, F.S., Florida Single Audit Act.
- c. The Department has the right to audit and inspect all financial records of the Agency upon reasonable notice.

2. Good Title.

- a. The Agency holds good title, satisfactory to the Department, to the airport or site thereof, or gives assurance, satisfactory to the Department, that good title will be obtained.
- b. For noise compatibility program projects undertaken on the airport sponsor's property, the Agency holds good title, satisfactory to the Department, to that portion of the property upon which state funds will be expended, or gives assurance, satisfactory to the Department, that good title will be obtained.

3. Preserving Rights and Powers.

- a. The Agency shall not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms and assurances of this Agreement without the written approval of the Department. Further, the Agency shall act promptly to acquire, extinguish, or modify, in a manner acceptable to the Department, any outstanding rights or claims of right of others which would interfere with such performance by the Agency.
- b. If an arrangement is made for management and operation of the airport by any entity or person other than the Agency or an employee of the Agency, the Agency shall reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with the terms and assurances of this Agreement.

4. Hazard Removal and Mitigation.

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- a. For airport hazards located on airport controlled property, the Agency shall clear and protect terminal airspace required for instrument and visual operations at the airport (including established minimum flight altitudes) by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.
- b. For airport hazards not located on airport controlled property, the Agency shall work in conjunction with the governing public authority or private land owner of the property to clear and protect terminal airspace required for instrument and visual operations at the airport (including established minimum flight altitudes) by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards. The Agency may enter into an agreement with surrounding property owners or pursue available legal remedies to remove potential hazards to air navigation.

5. Airport Compatible Land Use.

- a. The Agency assures that appropriate airport zoning ordinances are in place consistent with Section 333.03, F.S., or if not in place, that it will take appropriate action necessary to ensure local government adoption of an airport zoning ordinance or execution of an interlocal agreement with another local government body having an airport zoning ordinance, consistent with the provisions of Section 333.03, F.S.
- b. The Agency assures that it will disapprove or oppose any attempted alteration or creation of objects, natural or man-made, dangerous to navigable airspace or that would adversely affect the current or future levels of airport operations.
- c. The Agency assures that it will disapprove or oppose any attempted change in local land use development regulations that would adversely affect the current or future levels of airport operations by creation or expansion of airport incompatible land use areas.

6. Consistency with Local Government Plans.

- a. The Agency assures the Project is consistent with the currently existing and planned future land use development plans approved by the local government having jurisdictional responsibility for the area surrounding the airport.
- b. The Agency assures that it has given fair consideration to the interest of local communities and has had reasonable consultation with those parties affected by the Project.
- c. The Agency shall consider and take appropriate actions, if deemed warranted by the Agency, to adopt the current, approved Airport Master Plan into the local government comprehensive plan.

7. Consistency with Airport Master Plan and Airport Layout Plan.

- a. The Agency assures that the project, covered by the terms and assurances of this Agreement, is consistent with the most current Airport Master Plan.
- b. The Agency assures that the Project, covered by the terms and assurances of this Agreement, is consistent with the most current, approved Airport Layout Plan (ALP), which shows:
 - 1) The boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the Agency for airport purposes and proposed additions thereto;
 - 2) The location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars, and roads), including all proposed extensions and reductions of existing airport facilities; and
 - 3) The location of all existing and proposed non-aviation areas on airport property and of all existing improvements thereon.

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- c. The Agency assures that it will not make or permit any changes or alterations on the airport or any of its facilities that are not consistent with the Airport Master Plan and the Airport Layout Plan, as approved by the Department.
- d. Original Airport Master Plans and Airport Layout Plans and each amendment, revision, or modification thereof, will be subject to the approval of the Department.

8. Airport Financial Plan.

- a. The Agency assures that it will develop and maintain a cost-feasible Airport financial plan to accomplish the projects necessary to achieve the proposed airport improvements identified in the Airport Master Plan and depicted in the Airport Layout Plan, and any updates thereto. The Agency's Airport financial plan must comply with the following conditions:
 - 1) The Airport financial plan will be a part of the Airport Master Plan.
 - 2) The Airport financial plan will realistically assess project phasing considering availability of state and local funding and likelihood of federal funding under the FAA's priority system.
 - 3) The Airport financial plan will not include Department funding for projects that are inconsistent with the local government comprehensive plan.
- b. All Project cost estimates contained in the Airport financial plan shall be entered into and kept current in the Florida Aviation Database (FAD) Joint Automated Capital Improvement Program (JACIP) website.

- 9. Airport Revenue.** The Agency assures that all revenue generated by the airport will be expended for capital improvement or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the air transportation of passengers or property, or for environmental or noise mitigation purposes on or off the airport.

10. Fee and Rental Structure.

- a. The Agency assures that it will maintain a fee and rental structure for facilities and services at the airport that it will make the airport as self-sustaining as possible under the circumstances existing at the particular airport.
- b. If this Agreement results in a facility that will be leased or otherwise produce revenue, the Agency assures that the price charged for that facility will be based on the market value.

11. Public-Private Partnership for Aeronautical Uses.

- a. If the airport owner or operator and a person or entity that owns an aircraft or an airport tenant or potential tenant agree that an aircraft hangar or tenant-specific facility, respectively, is to be constructed on airport property for aircraft storage or tenant use at the expense of the aircraft owner or tenant, the airport owner or operator may grant to the aircraft owner or tenant of the facility a lease that is subject to such terms and conditions on the facility as the airport owner or operator may impose, subject to approval by the Department.
- b. The price charged for said lease will be based on market value, unless otherwise approved by the Department.

12. Economic Nondiscrimination.

- a. The Agency assures that it will make the airport available as an airport for public use on reasonable terms without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public.
 - 1) The Agency may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

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- 2) The Agency may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

- b. The Agency assures that each airport Fixed-Based Operator (FBO) shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other FBOs making the same or similar uses of such airport and utilizing the same or similar facilities.

13. Air and Water Quality Standards. The Agency assures that all projects involving airport location, major runway extension, or runway location will be located, designed, constructed, and operated so as to comply with applicable air and water quality standards.

14. Operations and Maintenance.

- a. The Agency assures that the airport and all facilities, which are necessary to serve the aeronautical users of the airport, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable federal and state agencies for maintenance and operation, as well as minimum standards established by the Department for State of Florida licensing as a public-use airport.
 - 1) The Agency assures that it will not cause or permit any activity or action thereon which would interfere with its use for airport purposes.
 - 2) Except in emergency situations, any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Department.
 - 3) The Agency assures that it will have arrangements for promptly notifying airmen of any condition affecting aeronautical use of the airport.
- b. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when adverse weather conditions interfere with safe airport operations.

15. Federal Funding Eligibility.

- a. The Agency assures it will take appropriate actions to maintain federal funding eligibility for the airport and it will avoid any action that renders the airport ineligible for federal funding.
- b. If the Agency becomes ineligible for federal funding of airport projects, such determination will render the Agency ineligible for state funding of airport projects.

16. Project Implementation.

- a. The Agency assures that it will begin making expenditures or incurring obligations pertaining to this Project within one year after the effective date of this Agreement.
- b. The Agency may request a one-year extension of this one-year time period, subject to approval by the Department District Secretary or designee.
- c. Failure of the Agency to make expenditures, incur obligations or receive an approved extension may allow the Department to terminate this Agreement.

17. Exclusive Rights. The Agency assures that it will not permit any exclusive right for use of the airport by any person providing, or intending to provide, aeronautical services to the public.

18. Airfield Access.

- a. The Agency assures that it will not grant or allow general easement or public access that opens onto or crosses the airport runways, taxiways, flight line, passenger facilities, or any area used for emergency

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equipment, fuel, supplies, passengers, mail and freight, radar, communications, utilities, and landing systems, including but not limited to flight operations, ground services, emergency services, terminal facilities, maintenance, repair, or storage, except for those normal airport providers responsible for standard airport daily services or during special events at the airport open to the public with limited and controlled access.

- b. The Agency assures that it will not grant or allow general easement or public access to any portion of the airfield from adjacent real property which is not owned, operated, or otherwise controlled by the Agency without prior Department approval.

19. Retention of Rights and Interests. The Agency will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the real property shown as airport owned or controlled on the current airport layout plan without prior written approval by the Department. It will not sell, lease, encumber, terminate, waive, or otherwise transfer or dispose of any part of its title, rights, or other interest in existing noise easements or aviation easements on any property, airport or non-airport, without prior written approval by the Department. These assurances shall not limit the Agency's right to lease airport property for airport-compatible purposes.

20. Consultant, Contractor, Scope, and Costs.

- a. The Department has the right to disapprove the Agency's employment of consultants, contractors, and subcontractors for all or any part of this Project if the specific consultants, contractors, or subcontractors have a record of poor project performance with the Department.
- b. Further, the Department maintains the right to disapprove the proposed Project scope and cost of professional services.

21. Planning Projects. For all planning projects or other aviation studies, the Agency assures that it will:

- a. Execute the project per the approved project narrative or with approved modifications.
- b. Furnish the Department with such periodic project and work activity reports as indicated in the approved scope of services.
- c. Make such project materials available for public review, unless exempt from public disclosure.
 - 1) Information related to airport security is considered restricted information and is exempt from public dissemination per Sections 119.071(3) and 331.22 F.S.
 - 2) No materials prepared under this Agreement shall be subject to copyright in the United States or any other country.
- d. Grant the Department unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this Agreement.
- e. If the Project involves developing an Airport Master Plan or an Airport Layout Plan, and any updates thereto, it will be consistent with provisions of the Florida Aviation System Plan, will identify reasonable future growth of the airport and the Agency will comply with the Department airport master planning guidebook, including:
 - 1) Provide copies, in electronic and editable format, of final Project materials to the Department, including computer-aided drafting (CAD) files of the Airport Layout Plan.
 - 2) Develop a cost-feasible financial plan, approved by the Department, to accomplish the projects described in the Airport Master Plan or depicted in the Airport Layout Plan, and any updates thereto. The cost-feasible financial plan shall realistically assess Project phasing considering availability of state and local funding and federal funding under the FAA's priority system.
 - 3) Enter all projects contained in the cost-feasible plan in the Joint Automated Capital Improvement Program (JACIP).

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- f. The Agency understands and agrees that Department approval of this Agreement or any planning material developed as part of this Agreement does not constitute or imply any assurance or commitment on the part of the Department to approve any pending or future application for state aviation funding.
- g. The Agency will submit master planning draft and final deliverables for Department and, if required, FAA approval prior to submitting any invoices to the Department for payment.

22. Land Acquisition Projects. For the purchase of real property, the Agency assures that it will:

- a. **Laws.** Acquire the land in accordance with federal and/or state laws governing such action.
- b. **Administration.** Maintain direct control of Project administration, including:
 - 1) Maintain responsibility for all related contract letting and administrative procedures related to the purchase of real property.
 - 2) Secure written Department approval to execute each agreement for the purchase of real property with any third party.
 - 3) Ensure a qualified, State-certified general appraiser provides all necessary services and documentation.
 - 4) Furnish the Department with a projected schedule of events and a cash flow projection within 20 calendar days after completion of the review appraisal.
 - 5) Establish a Project account for the purchase of the land.
 - 6) Collect and disburse federal, state, and local project funds.
- c. **Reimbursable Funds.** If funding conveyed by this Agreement is reimbursable for land purchase in accordance with Chapter 332, F.S., the Agency shall comply with the following requirements:
 - 1) The Agency shall apply for a FAA Airport Improvement Program grant for the land purchase within 60 days of executing this Agreement.
 - 2) If federal funds are received for the land purchase, the Agency shall notify the Department, in writing, within 14 calendar days of receiving the federal funds and is responsible for reimbursing the Department within 30 calendar days to achieve normal project federal, state, and local funding shares per Chapter 332, F.S.
 - 3) If federal funds are not received for the land purchase, the Agency shall reimburse the Department within 30 calendar days after the reimbursable funds are due in order to achieve normal project state and local funding shares as described in Chapter 332, F.S.
 - 4) If federal funds are not received for the land purchase and the state share of the purchase is less than or equal to normal state and local funding shares per Chapter 332, F.S., when reimbursable funds are due, no reimbursement to the Department shall be required.
- d. **New Airport.** If this Project involves the purchase of real property for the development of a new airport, the Agency assures that it will:
 - 1) Apply for federal and state funding to construct a paved runway, associated aircraft parking apron, and connecting taxiway within one year of the date of land purchase.
 - 2) Complete an Airport Master Plan within two years of land purchase.
 - 3) Complete airport construction for basic operation within 10 years of land purchase.
- e. **Use of Land.** The Agency assures that it shall use the land for aviation purposes in accordance with the terms and assurances of this Agreement within 10 years of acquisition.
- f. **Disposal of Land.** For the disposal of real property the Agency assures that it will comply with the following:
 - 1) For land purchased for airport development or noise compatibility purposes, the Agency shall, when the land is no longer needed for such purposes, dispose of such land at fair market value and/or make available to the Department an amount equal to the state's proportionate share of its market value.

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- 2) Land will be considered to be needed for airport purposes under this assurance if:
 - a) It serves aeronautical purposes such as a runway protection zone or as a noise buffer.
 - b) Revenue from uses of such land contributes to airport financial self-sufficiency.
- 3) Disposition of land under Sections D.22.f.1. or D.22.f.2. of this Exhibit, above, shall be subject to retention or reservation of any interest or right therein needed to ensure such land will only be used for purposes compatible with noise levels related to airport operations.
- 4) Revenues from the sale of such land must be accounted for as outlined in Section D.1. of this Exhibit, and expended as outlined in Section D.9. of this Exhibit.

23. Construction Projects. The Agency assures that it will:**a. Project Certifications.** Certify Project compliances, including:

- 1) Consultant and contractor selection comply with all applicable federal, state and local laws, rules, regulations, and policies.
- 2) All design plans and specifications comply with federal, state, and professional standards and applicable FAA advisory circulars, as well as the minimum standards established by the Department for State of Florida licensing as a public-use airport.
- 3) Completed construction complies with all applicable local building codes.
- 4) Completed construction complies with the Project plans and specifications with certification of that fact by the Project Engineer.

b. Design Development. For the plans, specifications, construction contract documents, and any and all other engineering, construction, and contractual documents produced by the Engineer, which are hereinafter collectively referred to as "plans", the Engineer will certify that:

- 1) The plans shall be developed in accordance with sound engineering and design principles, and with generally accepted professional standards.
- 2) The plans shall be consistent with the intent of the Project as defined in Exhibit A and Exhibit B of this Agreement.
- 3) The Project Engineer shall perform a review of the certification requirements listed in Section B.2. of this Exhibit, Construction Certification, and make a determination as to their applicability to this Project.
- 4) Development of the plans shall comply with all applicable laws, ordinances, zoning and permitting requirements, public notice requirements, and other similar regulations.

c. Inspection and Approval. The Agency assures that:

- 1) The Agency will provide and maintain competent technical supervision at the construction site throughout the Project to assure that the work conforms to the plans, specifications, and schedules approved by the Department, as applicable, for the Project.
- 2) The Agency assures that it will allow the Department to inspect the work and that it will provide any cost and progress reporting, as may be required by the Department.
- 3) The Agency assures that it will take the appropriate corrective action necessary, as required by the Department, for work which does not conform to the Department standards.

d. Pavement Preventive Maintenance. The Agency assures that for a project involving replacement or reconstruction of runway or taxiway pavement it has implemented an airport pavement maintenance management program and that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with state financial assistance at the airport.

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24. Noise Mitigation Projects. The Agency assures that it will:

- a. Government Agreements.** For all noise compatibility projects that are carried out by another unit of local government or are on property owned by a unit of local government other than the Agency, the Agency shall enter into an agreement with that government body.
 - 1)** The local agreement, satisfactory to the Department, shall obligate the unit of local government to the same terms and assurances that apply to the Agency.
 - 2)** The Agency assures that it will take steps to enforce the local agreement if there is substantial non-compliance with the terms of the local agreement.
- b. Private Agreements.** For noise compatibility projects on privately owned property:
 - 1)** The Agency shall enter into an agreement with the owner of that property to exclude future actions against the airport.
 - 2)** The Agency assures that it will take steps to enforce such agreement if there is substantial non-compliance with the terms of the agreement.

- End of Exhibit E -

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Exhibit E1

PROGRAM SPECIFIC TERMS AND CONDITIONS

(Prohibition on Discrimination Based on Health Care Choices)

This exhibit forms an integral part of the Agreement between the Department and the Agency.

1. **Statutory Reference.** Section 339.08, F.S. and Section 381.00316, F.S.
2. **Statutory Compliance.** Pursuant to Section 339.08, F.S., the Department may not expend state funds to support a project or program of certain entities if the entity is found to be in violation of Section 381.00316, F.S. The Department shall withhold state funds until the entity is found to be in compliance with Section 381.00316, F.S. This shall apply to any of the following entities:
 - a. A public transit provider as defined in s. 341.031(1), F.S.;
 - b. An authority created pursuant to chapter 343, F.S., chapter 348, F.S., or chapter 349, F.S.; c. A public-use airport as defined in s. 332.004, F.S.; or
 - d. A port listed in s. 311.09(1), F.S.

- End of Exhibit E1 -

EXHIBIT F

Contract Payment Requirements
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

(1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

(2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

(3) Travel: 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 or electronic means.

(4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.

(5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

(6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and/or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address <https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.

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EXHIBIT G

AUDIT REQUIREMENTS FOR AWARDS OF STATE FINANCIAL ASSISTANCE

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

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:~

Awarding Agency: Florida Department of Transportation

State Project Title: Aviation Grant Program

CSFA Number: 55.004

***Award Amount:** \$134,582

*The award amount may change with amendments

Specific project information for CSFA Number 55.004 is provided at: <https://apps.fldfs.com/fsaa/searchCatalog.aspx>

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for CSFA Number 55.004 are provided at:
<https://apps.fldfs.com/fsaa/searchCompliance.aspx>

The State Projects Compliance Supplement is provided at: <https://apps.fldfs.com/fsaa/compliance.aspx>

Financial Project Number(s): (item-segment-phase-sequence)	Fund(s):	DPTO	FLAIR Category:	088719
427545-2-94-25	Work Activity Code/Function:	215	Object Code:	740100
	Federal Number/Federal Award		Org. Code:	55022020228
	Identification Number (FAIN) – Transit only:		Vendor Number:	VF596000317019
Contract Number: G2U48	Federal Award Date:		Amendment No.:	1
CFDA Number: N/A	SAM/UEI Number:			
CFDA Title: N/A				
CSFA Number: N/A				
CSFA Title: N/A				

RECITALS

<u>X</u>	Exhibit A: Project Description and Responsibilities
<u>X</u>	Exhibit B: Schedule of Financial Assistance
—	*Exhibit B1: Deferred Reimbursement Financial Provisions
—	*Exhibit B2: Advance Payment Financial Provisions
—	*Exhibit C: Terms and Conditions of Construction
<u>X</u>	Exhibit D: Agency Resolution
—	Exhibit E: Program Specific Terms and Conditions
—	Exhibit F: Contract Payment Requirements
—	*Exhibit G: Financial Assistance (Single Audit Act)
	*Exhibit H: Audit Requirements for Awards of Federal Financial Assistance

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- ___ *Exhibit I: Certification of Disbursement of Payment to Vehicle and/or Equipment Vendor
___ *Additional Exhibit(s):

4. Project Cost.

The estimated total cost of the Project is X increased/ ___ decreased by \$2,481,371 bringing the revised total cost of the project to \$2,606,371.

The Department's participation is X increased/ ___ decreased by \$198,510. The Department agrees to participate in the Project cost up to the maximum amount of \$208,510, and, additionally the Department's participation in the Project shall not exceed 8.00% of the total eligible cost of the Project.

Except as modified, amended, or changed by this Amendment, all of the terms and conditions of the Agreement and any amendments thereto shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Amendment on the day and year written above.

AGENCY City of Fernandina Beach

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____
Name: **Jeremiah Glisson**
Title: **Interim City Manager**

By: _____
Name: James M. Knight, P.E.
Title: Urban Planning and Modal Administrator

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

Legal Review: _____

APPROVED AS TO FORM AND LEGALITY:



CITY ATTORNEY

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EXHIBIT A

Project Description and Responsibilities

A. Project Description (description of Agency's project to provide context, description of project components funded via this Agreement (if not the entire project)): FERNANDINA BEACH MUNICIPAL APT DESIGN & REHAB TWY A - ADDITIONAL FUNDING

B. Project Location (limits, city, county, map): Fernandina Beach Municipal Airport/Fernandina Beach, FL/Nassau

C. Project Scope (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size): As required by 215.971, F.S., this scope of work includes but is not limited to consultant and design fees, survey and geotechnical costs, permitting, construction inspection and material testing costs, mobilization and demobilization, maintenance of traffic, erosion control, demolition, pavement enhancement or reconstruction (with concrete, asphalt, rejuvenators, or sealants), demolition concrete apron pavement and reconstruction of hangar access taxilanes, joint rehabilitation for PCC pavement, pavement markings (removal and new), airfield lighting system, signage improvements (includes conduits, lights, conductors, cans, lightning protection, and vault upgrades), drainage, stormwater structures, fencing and gates, and sodding, including all materials, equipment, labor, and incidentals required to rehabilitate/reconstruct the taxiway A pavement. and associated work. The Sponsor will comply with Aviation Program Assurances.

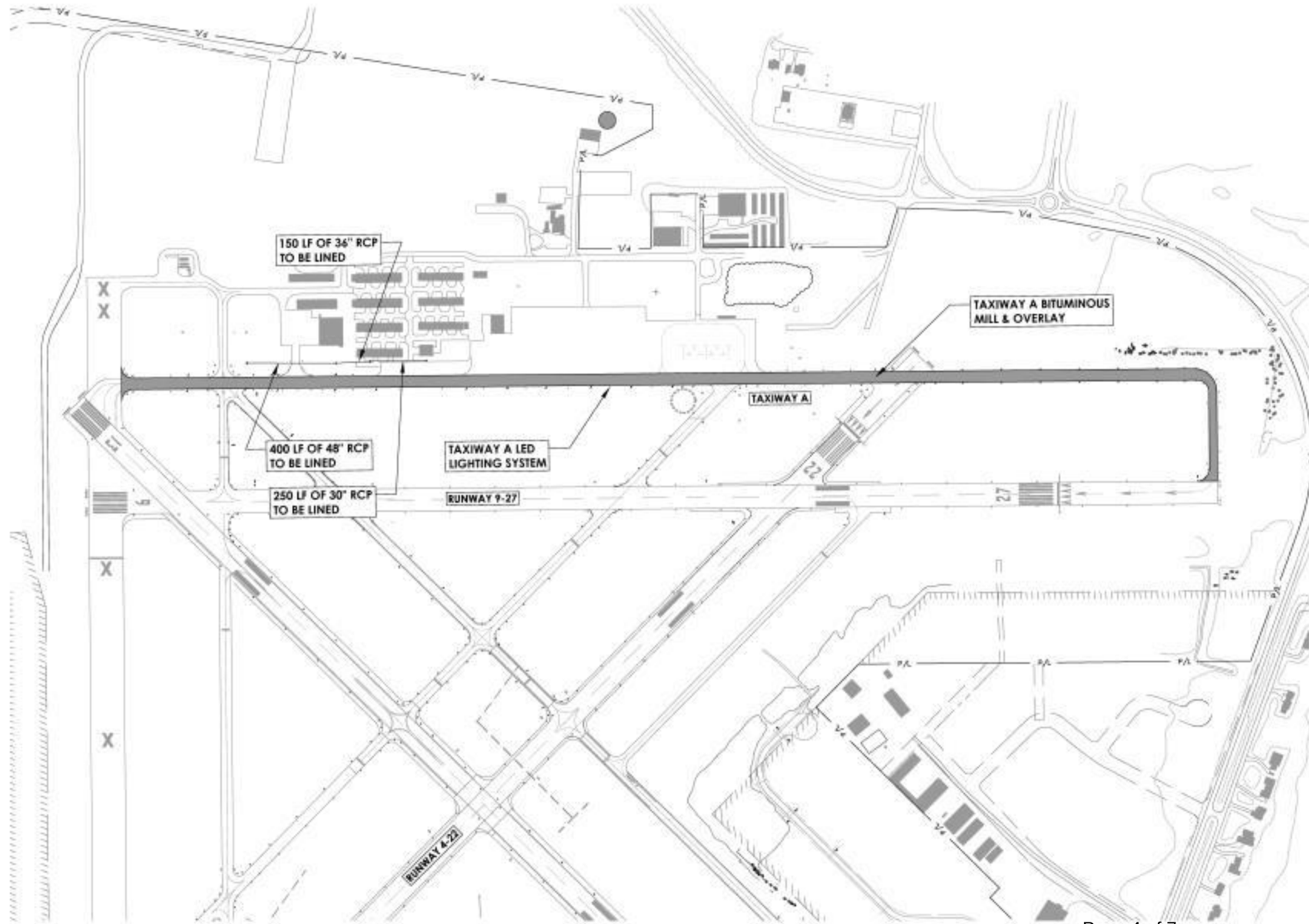
D. Deliverable(s): FERNANDINA BEACH MUNICIPAL APT DESIGN & REHAB TWY A-ADDITIONAL FUNDING

The project scope identifies the ultimate project deliverables. Deliverables for requisition, payment and invoice purposes will be the incremental progress made toward completion of project scope elements. Supporting documentation will be quantifiable, measurable, and verifiable, to allow for a determination of the amount of incremental progress that has been made, and provide evidence that the payment requested is commensurate with the accomplished incremental progress and costs incurred by the Agency.

E. Unallowable Costs (including but not limited to):

F. Transit Operating Grant Requirements (Transit Only):

Transit Operating Grants billed as an operational subsidy will require an expenditure detail report from the Agency that matches the invoice period. The expenditure detail, along with the progress report, will be the required deliverables for Transit Operating Grants. Operating grants may be issued for a term not to exceed three years from execution. The original grant agreement will include funding for year one. Funding for years two and three will be added by amendment as long as the grantee has submitted all invoices on schedule and the project deliverables for the year have been met.



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EXHIBIT B

Schedule of Financial Assistance

FUNDS AWARDED TO THE AGENCY AND REQUIRED MATCHING FUNDS PURSUANT TO THIS AGREEMENT
CONSIST OF THE FOLLOWING:

A. Fund Type and Fiscal Year:

Financial Management Number	Fund Type	FLAIR Category	State Fiscal Year	Object Code	CSFA/ CFDA Number	CSFA/CFDA Title or Funding Source Description	Funding Amount
427545-2-94-25	DPTO	088719	2024	740100	N/A	N/A	\$10,000.00
427545-2-94-25	DPTO	088719	2025	740100	N/A	N/A	\$198,510.00
427545-2-94-25	FAA	088719	2024	740100	N/A	N/A	\$112,500.00
427545-2-94-25	FAA	088719	2025	740100	N/A	N/A	\$2,233,234.00
427545-2-94-25	LF	088719	2025	740100	N/A	N/A	\$49,627.00
427545-2-94-25	LF	088719	2024	740100	N/A	N/A	\$2,500.00
Total Financial Assistance							\$2,606,371.00

B. Estimate of Project Costs by Grant Phase:

Phases*	State	Local	Federal	Totals	State %	Local %	Federal %
Land Acquisition	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Planning	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Environmental/Design/Construction	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Capital Equipment/ Preventative Maintenance	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Match to Direct Federal Funding	\$208,510.00	\$52,127.00	\$2,345,734.00	\$2,606,371.00	8.00	2.00	90.00
Mobility Management (Transit Only)	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Totals	\$208,510.00	\$52,127.00	\$2,345,734.00	\$2,606,371.00			

*Shifting items between these grant phases requires execution of an Amendment to the Public Transportation Grant Agreement.

Scope Code and/or Activity Line Item (ALI) (Transit Only)	
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BUDGET/COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category (grant phase) has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, Florida Statutes. Documentation is on file evidencing the methodology used and the conclusions reached.

Kyle Coffman

**PUBLIC TRANSPORTATION
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Department Grant Manager Name

Signature

Date

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EXHIBIT D

AGENCY RESOLUTION

PLEASE SEE ATTACHED

CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Resolution 2024-231
Scrivener's Correction - Piggyback Approval - Atlantic Pipe Services

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Consider Resolution 2024-231.

SYNOPSIS: The City of Fernandina Beach adopted Resolution 2023-204 accepting a grant from the Florida Department of Transportation providing \$140,000 in grant funds to clean and line a section of stormwater pipe on the Fernandina Beach Municipal Airport adjacent to Taxiway D.

A previous evaluation of this stormwater pipe identified that the pipe has leaking joints. This project will seal the leaking joints and significantly extend the life of this pipe. The City of South Daytona previously utilized a competitive solicitation and awarded a contract to Atlantic Pipe Services for lining of pipes and a copy of this solicitation submittal and respective award can be found as Exhibit B to this agenda item. Atlantic Pipe Services has agreed to extend their contract pricing to the City of Fernandina Beach as reflected on the proposal documents found at Exhibit A to this agenda item.

The City Commission, at their December 3, 2024, Regular Meeting, approved Resolution 2024-231. This action corrects a funding source account number scrivener's error: *420 536300*.

FISCAL IMPACT: Funds are budgeted in the Airport Improvement Fund, Improvements account, 420-56300.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission approve the scrivener's error associated with Resolution 2024-231.

Nathan Coyle, Airport Consultant	12/5/2024
Alisha Brown, Budget Analyst	12/5/2024
Kim Briley, Deputy City Clerk	12/5/2024
Jeremiah Glisson, Interim City Manager	12/9/2024
Sarah Campbell, City Manager	12/9/2024
Tammi E. Bach, City Attorney	12/9/2024
Katie Newton, Paralegal	12/10/2024

Caroline Best

Date: December 05, 2024

Submitted By: Caroline Best, City Clerk

COMMISSION ACTION: Adopt

SCRIVENER'S ERROR CORRECTION
RESOLUTION 2024-231

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING A PROPOSAL FROM ATLANTIC PIPE SERVICES FOR STORMWATER PIPE CLEANING AND LINING SERVICES AT THE FERNANDINA BEACH MUNICIPAL AIRPORT IN AN AMOUNT NOT TO EXCEED \$134,785.60 BY WAY OF A PIGGYBACK PURCHASE TO A CITY OF SOUTH DAYTONA SERVICES CONTRACT; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Fernandina Beach owns and operates the Fernandina Beach Municipal Airport and the City of Fernandina Beach accepted a grant from the Florida Department of Transportation, via Resolution 2023-204, for \$140,000 in grant funding to be utilized for stormwater pipe cleaning and lining purposes; and

WHEREAS, the Airport received a proposal utilizing a piggyback off of recent competitive solicitation by the City of South Daytona to clean and line a section of stormwater pipe adjacent to Taxiway D at the Fernandina Beach Municipal Airport; and

WHEREAS, funds for this project are budgeted in the Airport Improvements account, 420 ~~53600~~ 56300 Project #24026.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, THAT:

SECTION 1. The City Commission hereby approves the proposal from Atlantic Pipe Services for stormwater pipe cleaning and lining services, by way of piggyback from the City of South Daytona Contract dated April 11, 2023, in an amount not to exceed \$134,785.60.

SECTION 2. The City Clerk and City Manager are hereby authorized to execute any documents pertaining to the Atlantic Pipe Services proposal attached hereto as Exhibit A, upon review and approval of the City Attorney.

SECTION 3. This Resolution is effective immediately upon passage.

ADOPTED this 17th day of December, 2024.

CITY OF FERNANDINA BEACH

JAMES ANTUN
Commissioner - Mayor

ATTEST:

APPROVED AS TO FORM AND LEGALITY:



CAROLINE BEST
City Clerk

TAMMI E. BACH
City Attorney



1420 Martin Luther King Jr Blvd
Sanford, FL 32771
(407) 792-1360
info@atlanticpipe.us

PROPOSAL

4179

CUSTOMER: Fernandina Beach Municipal Airport	PHONE: 904-310-3436	DATE: 07/15/2024
STREET: 700 Airport Rd.	JOB NAME: FBMA Taxiway Delta - Storm CIPP	
CITY/STATE/ZIP: Fernandina Beach, FL, 32034	JOB LOCATION: 700 Airport Rd., Fernandina Beach, FL, 32034	
ATTN: Nate Coyle	E-MAIL: ncoyle@fbfl.city	

QUANTITY	DESCRIPTION	UOM	RATE	TOTAL
<i>Seq: Storm CIPP</i>				
1.00	Day Rate: Multiple Locations	EA	4,250.00	4,250.00
2.00	Mobilization Per Vehicle: MOT	EA	1,850.00	3,700.00
2.00	CIPP Liner EQ Site Set-Up Per Run	EA	450.00	900.00
410.00	Light Cleaning 36"	LF	9.00	3,690.00
410.00	CCTV Mainline	LF	1.00	410.00
0.00	Plugging and Dewatering - If Needed	DYS	3,900.00	0.00
410.00	Pipe Lining 48" Diameter: 21mm	LF	268.91	110,253.10
4.00	Mainline Invert Reinstatement	EA	865.00	3,460.00
410.00	CCTV/Video Post Installation	LF	2.25	922.50
TOTAL				127,585.60

ANY UNFORSEEN OR ABNORMAL PIPELINE OR SITE CONDITIONS WILL BE SUBJECT TO RENEGOTIATION WITHOUT
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PROPOSED RATES MAY CHANGE BASED UPON THE FOLLOWING CONDITIONS:

- 1) Calls Outs of less than 1000 LF of readily available pipeline may be billed at the hourly rate, with a 4 hour minimum. Any time on site beyond the minimum may be billed at the hourly rate
- 2) Emergency Call Outs will be subject to increased rates.
- 3) Heavy Cleaning encountered will be performed at an hourly rate, unless otherwise specified
- 4) Travel Time charges are assessed on a job by job basis
- 5) Atlantic Pipe Services provides, free cloud downloads for videos and reports. Hard Copy Reports with DVD or USB may be purchased at \$75.00 per set.
- 6) Safety Training / Orientation required for projects will be charged at the hourly rate per unit on site
- 7) Due to rising costs of fuel and overall expenses, additional fees must be assessed. These pass-through costs are assessed through daily charges, per piece of equipment on site.

Atlantic Pipe Services is committed to providing the same responsiveness, turn around time and quality of work that our valued customers have become accustomed to. APS has invested in technologies that allow us to be more efficient with operations and save on costs, however the extreme volatility within the fuel market is something we cannot control. This additional charge helps APS cover increased costs, as well as maintain the same level of service.

We propose to hereby furnish the following:

1. Proposal based on prices contained in a contract between Atlantic Pipe Services and City of South Daytona No.23-B-005.
2. Pricing will be based on actual field measurements center of manhole to center of manhole per contract.
3. Price quoted does NOT include point repairs prior to/after installation.
4. Liner(s) to be installed per ASTM 1216 and manufacturer's specification.
5. Others to dewater/bypass flows from force mains for duration of installation (If required).
6. Others to provide reasonable access to line(s) to be rehabilitated.
7. Pricing includes Temporary Traffic Control, limited to 36inch Cones and Construction Ahead Signs.

City of Fernandina Beach will perform heavy cleaning prior to lining crew mobilization.

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Heavy Cleaning Rates	Heavy Cleaning determined by percentage of debris in pipeline			
	12" Diameter	25.00%	3"	Debris
	15" Diameter	25.00%	4"	Debris
	18" Diameter	20.00%	4"	Debris
	24" Diameter	20.00%	5"	Debris
	30" Diameter	20.00%	6"	Debris
	36" Diameter	20.00%	7"	Debris
	42" Diameter	15.00%	6"	Debris
	48" Diameter	15.00%	7"	Debris
	54" Diameter	10.00%	5"	Debris
	60" Diameter	10.00%	6"	Debris
	In the event the required cleaning is beyond normal Heavy Cleaning, the cleaning will be performed under an hourly rate. Subject to prior client notification and approval.			

CUSTOMER RESPONSIBILITIES

- ☒ Local Dump-Site for safe disposal of debris / waste material removed from Project Location
- ☐ Local Metered Water Source
- ☒ Exposure of structures and access to all work areas without delay
- ☒ Stabilized Access to Work Areas - Two Wheel Drive Accessible
- ☒ Access to secure site for equipment storage
- ☐ Maintenance of Traffic - If Applicable

CUSTOMER RESPONSIBILITIES

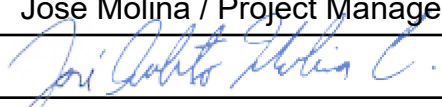
Delays experienced outside of APS's direct control will be subject to an hourly charge for each unit on site

Weekend and Night Work may be subject to increase rates

Any unforeseen or abnormal pipe / site conditions will be subject to renegotiation without penalty to APS

Payment terms are NET 30 days of invoice date. APS does not agree to "Pay when paid" terms

APS Proposals are valid for 30 days from date of submission.

ATLANTIC PIPE SERVICES, LLC			
PRINT NAME / TITLE	Jose Molina / Project Manager	DATE	10/21/2024
SIGNATURE			

Acceptance of Proposal : The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to perform the work specified. Payment will be made as outlined.

CUSTOMER			
PRINT NAME / TITLE	Sarah Campbell, City Manager	DATE	
SIGNATURE			

ATLANTIC PIPE SERVICES, LLC
STANDARD TERMS & CONDITIONS OF BUSINESS

COMPANY: Atlantic Pipe Services, LLC, a Florida Limited Liability Company, whose address 1420 Martin Luther King Jr. Blvd, Sanford, Florida, 32771
(Hereinafter referred to as "APS")

CUSTOMER: Any corporation, company, organization, agent or individual entering into a written agreement with APS for the provision of services or materials or any other business dealing, for which payment is agreed with or becomes due and payable to APS (hereinafter referred to as "Customer")

PROPOSAL & QUOTATION: All proposals or quotations provided by APS must be in writing and signed by an authorized representative of the company to be valid and any such proposal or quotation is valid for acceptance within 30 days of the respective proposal date, unless agreed otherwise in writing.

PAYMENT TERMS: Payment of all invoices is due within 30 days from the invoice date, unless terms are agreed otherwise, in writing from APS. Any Dispute or query regarding the invoiced amount must be communicated in writing within 10 days (objection period) from the invoice date and customer will be deemed to have accepted the invoice as delivered and all services / work standards relating thereto, unless objected to in writing within the objection period. Customer agrees that no retainage will held for all services performed.

REMEDIES FOR NON-PAYMENT: All sums not paid when due will bear interest at the rate of 1.5% per month from due date until paid or the maximum legal rate permitted by law, whichever is less. In the event of legal action being deemed necessary to enforce payment, APS shall be entitled to all costs of collection, including a reasonable attorney's fee. In addition, if the customer fails to make payment to APS as herein provided, then APS may stop work without prejudice to any other remedy it may have. The parties further agree that in the event of any controversy arising between them, then in such event, the State Courts of Seminole County, Florida, shall be the forum in which the parties agree to try and have heard any matters of litigation arising out of such controversies.

WARRANTIES: All workmanship and materials are guaranteed against defects in workmanship for a period of one year from the date of substantial completion of the project. This warranty is in lieu of all other warranties, expressed or implied, including any warranties of merchantability of fitness for a particular purpose. APS will not be responsible for damage to its work by other parties or normal wear and tear. Any repair work necessitated by caused damage will be considered as an order for extra work.

INDEPENDENT CONTRACTOR: Both APS and the customer agree that APS will act as an independent contractor in the performance of its duties under this contract. Accordingly, APS shall be responsible for payment of all taxes, including Federal, State, and local taxes arising out of APS's activities, including by way of illustration but not limitation, Federal and State income tax, social security tax, Unemployment Insurance taxes, and any other taxes.

UNFORESEEN OCCURRENCE: In the event that any unforeseen occurrences or conditions are encountered after the work has commenced and which APS judge, at their sole discretion, to significantly affect or may affect the services, the risk involved in providing the services or there being a material change to the proposed or quoted scope of services, APS may a) Immediately cease work without liability to the customer, or b) renegotiate with customer to change the scope of work with price adjustment or change order, or c) Apply downtime /hourly or day rates until occurrence or condition is resolved to the satisfaction of APS.

DOWNTIME/STOPPAGES/ADDITIONAL WORK: In the event that APS is unable to work or encounter stoppages due to circumstances beyond their control or unforeseen circumstances or occurrences, particularly any underground structure problems causing delay or stoppage of work or in the event of any work being required beyond the quoted scope of work, then an hourly or daily rate will be charged, subject to prior customer notification in writing from APS.

PROJECT ESTIMATES: APS may from time to time provide written estimates of projected timescale or hours for a particular project at customer request, however, this in no way binds APS to a final timescale for the services to be provided. The actual hours will be determined by specific site requirements and operational demands, which cannot be wholly determined due to the nature of the services provided by APS.

CUSTOMER PURCHASE ORDERS: In the event that the customer chooses to issue a purchase order, whether verbal or in writing, such purchase order shall be governed by APS Standard Terms & Conditions of Business as detailed herein and any such client agreement cannot change the payment terms under any circumstances unless specifically agreed to in writing APS and such agreement being authorized and signed by the owner or director of APS. In the event of any inconsistency between the APS terms and conditions as detailed herein and the terms of a service order, the APS terms and conditions shall prevail. In any event, settlement of all APS correctly submitted invoices must be made within 30 days from invoice date, irrespective of customer having received payment from their respective customer.

CONTRACT ACCEPTANCE: In the event that the client fails to sign acceptance of an APS proposal or quotation, due to oversight by either or both parties or any other reason and the services are commenced or completed on the clients written or verbal instruction due to emergency, urgency or some other reason, then these terms and conditions will be deemed to have been accepted by the client as if such proposal or quotation had been signed.

CUSTOMER RESPOSIBILITIES: The customer will normally provide the following services, at no cost to APS for the duration of the project, unless agreed otherwise in writing by APS, a)Approved dumpsite and disposal for all materials to be removed from site of work, b) Access and exposure of all structures for APS personnel and equipment without delay, c) All temporary site facilities including suitable storage space for equipment, d)Any special permits and/or licenses, without delay, e) Supply and access to all water required for the project with meter if applicable. f)Work areas prepared and accessible, without delay, to enable the services to be provided, g) Authorized representative of the customer at the site of work, at all times services are being performed and with authority to accept the services as completed and / or hours worked and h) Location and exposure of all manholes in the project area.



FLORIDA'S COMMERCIAL PIPELINE CLEANING, INSPECTION AND REHAB SPECIALIST

1420 Martin Luther King Jr Blvd
Sanford, FL 32771
(407) 792-1360
info@atlanticpipe.us

PROPOSAL

5268

CUSTOMER: City of Fernandina Beach	PHONE: 904-310-3431	DATE: 10/16/2024
STREET: 1180 South 5th Street	JOB NAME: Fernandina Beach Airport	
CITY/STATE/ZIP: Fernandina Beach, FL, 32034	JOB LOCATION: 700 Airport Rd, Fernandina Beach, FL,	
ATTN: Andre Desilet	E-MAIL: adesilet@fbfl.org	

QUANTITY	DESCRIPTION	UOM	RATE	TOTAL
Seq: Storm Standard Services				
24.00	Vac Truck Services (8HR Day Rate)	HRS	300.00	7,200.00
TOTAL				7,200.00

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We propose to hereby furnish the following:

Proposal based on pricing reflected in Volusia County/ APS Master Agreement No 780 12439-1 (Soliciation No. 22-B-112LS).



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ATLANTIC PIPE SERVICES, LLC

PRINT NAME / TITLE	Cassie Winters-Smith - Project Estimator	DATE	10/16/2024
SIGNATURE			

Acceptance of Proposal : The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to perform the work specified. Payment will be made as outlined.

CUSTOMER

PRINT NAME / TITLE	Sarah Campbell, City Manager	DATE	
SIGNATURE			

APPROVED AS TO FORM AND LEGALITY:

CITY ATTORNEY

ATLANTIC PIPE SERVICES, LLC
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CUSTOMER RESPOSIBILITIES: The customer will normally provide the following services, at no cost to APS for the duration of the project, unless agreed otherwise in writing by APS, a)Approved dumpsite and disposal for all materials to be removed from site of work, b) Access and exposure of all structures for APS personnel and equipment without delay, c) All temporary site facilities including suitable storage space for equipment, d)Any special permits and/or licenses, without delay, e) Supply and access to all water required for the project with meter if applicable. f)Work areas prepared and accessible, without delay, to enable the services to be provided, g) Authorized representative of the customer at the site of work, at all times services are being performed and with authority to accept the services as completed and / or hours worked and h) Location and exposure of all manholes in the project area.

**Agreement for Services
City of South Daytona and Atlantic Pipe Services LLC**

THIS Standard Agreement for Services (hereinafter this "Agreement") is made and entered into this 11th day of April 2023, by and between the **CITY OF SOUTH DAYTONA**, a Florida municipality, whose principal address is 1672 S. Ridgewood Avenue, South Daytona, Florida 32119 (hereinafter the "CITY") and **Atlantic Pipe Services, LLC**, a Florida Profit corporation, whose principal address 1420 Martin Luther King Jr. Blvd, Sanford, Florida 32771 hereinafter "CONTRACTOR"). The CITY and CONTRACTOR are collectively referred to herein as the "PARTIES."

WITNESSETH

WHEREAS, the CITY is a political subdivision of the State of Florida, having a responsibility to provide certain services to benefit the citizens of the City of South Daytona; and

WHEREAS, the CITY has the full power and authority to enter into the transactions contemplated by this Agreement; and

WHEREAS, CONTRACTOR is in the business of providing the equipment, materials, labor and other such service as identified in Exhibit "A" in the City of South Daytona and elsewhere in the State of Florida; and

WHEREAS, CONTRACTOR is competent and has sufficient manpower, training, and technical expertise to perform the services contemplated by this Agreement in a timely and professional manner consistent with the standards of the industry in which CONTRACTOR operates; and

WHEREAS, Section 448.095, Fla. Stat., imposes certain obligations on public agencies with regard to the use of the E-Verify system by their contractors and subcontractors.

WHEREAS, CONTRACTOR was the successful bidder of a project competitively bid and identified as Invitation to Bid (Exhibit "A") for City of South Daytona which satisfies the CITY's Procurement Policy; and

WHEREAS, CONTRACTOR agrees to provide such goods and services as more particularly described in this Agreement, as well as in any bid or quotation documents issued in connection with this project.

NOW THEREFORE in consideration of the premises, and in consideration of the mutual conditions, covenants, and obligations hereafter expressed, the parties agree as follows:

1. **Recitals.** The foregoing recitals are true and correct, constitute a material inducement to the parties to enter into this Agreement, and are hereby ratified and made a part of this Agreement.
2. **Description of Work.**

- a. The CITY hereby retains CONTRACTOR to furnish goods and services as described in the Scope of Services, which is attached hereto as Exhibit "A" and incorporated herein by reference. Any conflict between the terms and conditions in the body of this Agreement and the terms and conditions set forth in Exhibit "A" will be resolved in favor of the body of this Agreement.
- b. CONTRACTOR must provide all permits, labor, materials, equipment, and supervision necessary for the completion of the Scope of Services, unless specifically excluded.
- c. CONTRACTOR must also comply with, and abide by, all requirements as contained in any invitation to bid (ITB), request for proposals (RFP), request for qualifications (RFQ), bid specifications, engineering plans, shop drawings, material lists, or other similar documents issued for this project by the CITY, together with any addenda, hereinafter the "Bid Documents, as applicable." The Bid Documents, if applicable, are hereby incorporated into this Agreement by reference and are declared to be material part of this Agreement.

3. **Provision of Services**

- a. **Scope:** The CONTRACTOR hereby agrees to provide the proposed scope as identified in Exhibit "A."
- b. **Manner and Place:** The work shall be performed as outlined in Exhibit "A," in accordance with Standard Construction Details as required 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 Ordinance. Contractors shall not deliver goods or services without a written Purchase Order(s) or Notice to Proceed(s), signed by an authorized agent of the CITY.
- c. **Time and Essence:** CONTRACTOR acknowledges that time is of the essence for this Agreement.
- d. **Authorization for Services:** This Agreement standing alone does not authorize the purchase of any work or services or require the CITY to place any orders for work or service. Authorization for performance of services by the CONTRACTOR under this agreement shall be in the form of a written Notice to Proceed issued and executed by the CITY. The CITY reserves the right to contract with other parties for work and services contemplated by this Agreement, as determined in the CITY's sole and absolute discretion.

4. **Term.**

- a. This Agreement shall be for an initial Term of t The term of the contract shall be three (3) years, with the option for an additional two (2) two-year renewal periods, thereafter unless either party notifies the other party of intent not to renew, with such notice being given not less than sixty (60) days prior to the end of any annual term, or unless otherwise terminated as provided herein.

5. **Payment.**

- a. The CITY agrees to compensate CONTRACTOR, for work actually performed under this Agreement, at the rate or basis described in Exhibit "A", which is attached hereto and incorporated herein by reference. CONTRACTOR must perform all work required by the Scope of Services, but in no event will CONTRACTOR be paid more than the negotiated amount set forth in Exhibit "A".
 - b. Progress payments, if any, will be made as set forth in Exhibit "A".
 - c. The CITY reserves the right to ratably withhold amounts in the event of the nonperformance of all or part of CONTRACTOR's obligations. CONTRACTOR must, without additional compensation, correct and revise any errors, omissions, or other deficiencies in its work product, services, or materials arising from the error or omission or negligent act of CONTRACTOR.
- 6. Acceptance of work product, payment, and warranty.**
- a. Upon receipt of a periodic work product, or notice that work has progressed to a point of payment in accordance with Exhibit "A" attached or the Bid Documents, if any, together with an invoice sufficiently itemized to permit audit, the CITY will diligently review those documents. When it finds the work acceptable under this Agreement the installment payment, found to be due to CONTRACTOR, will be paid to CONTRACTOR within thirty (30) days after the date of receipt of the invoice, unless another payment schedule is provided in Exhibit "A". CONTRACTOR warrants that the data utilized by CONTRACTOR (other than as provided by the CITY) is from a source, and collected using methodologies, which are generally recognized in CONTRACTOR's industry or profession to be a reliable basis and foundation for CONTRACTOR's work product. CONTRACTOR must notify the CITY in writing if it appears, in CONTRACTOR's professional judgement that the data or information provided by the CITY for use in CONTRACTOR's work product is incomplete, defective, or unreliable. CONTRACTOR guarantees to amend, revise, or correct to the satisfaction of the CITY any error appearing in the work as a result of CONTRACTOR's failure to comply with the warranties and representations contained herein. Neither inspection nor payment, including final payment, by the CITY will relieve CONTRACTOR from its obligations to do and complete the work product in accordance with this Agreement.
- 7. Termination.**
- a. Termination at Will: This Agreement may be terminated by the CITY in whole or in part at any time without cause by the CITY giving written notice to CONTRACTOR not less than 30 days prior to the date of termination; provided, however, that in such event, neither party will be relieved from its rights or obligations of this Agreement through the date of the actual termination. Notice must be delivered by certified mail, return receipt requested, or in person with proof of delivery.
 - b. Termination for Cause: This Agreement may be terminated by either party for cause by the CITY or CONTRACTOR giving written notice to the other party not less than 10 days prior to the date of termination; provided, however, that in such event, neither party will be relieved from its rights or obligations of this Agreement

through the date of the actual termination. Notice must be delivered by certified mail, return receipt requested, or in person with proof of delivery.

8. Project management.

- a. The Project Managers for this project are as follows. Any subsequent changes to the Project Manager for either party may be provided by notice as described in paragraph 8 below and does not require an amendment to this Agreement.
- b. CITY's Project Manager is: Steve Danskine, Public Works Director, 1770 Segrave Street, South Daytona, Florida 32119, sdanskine@southdaytona.org, 386-322-3080.
- c. CONTRACTOR's Project Manager is: Matt Blais, Business Development Manager, 1420 Martin Luther King Jr Blvd, Sanford, Florida 32771, bduncan@atlanticpipe.us, 407-792-1360.

9. Notices. All notices to the parties under this Agreement must be in writing and sent certified mail to:

- a. To CITY: The City of South Daytona, Attention: City Manager, 1672 Ridgewood Avenue, South Daytona, Florida 32119;
- b. To CONTRACTOR: Atlantic Pipe Services, LLC, Attention: Allan Cagle, 1420 Martin Luther King Jr Blvd, Sanford, Florida 32771

10. Insurance.

- a. CONTRACTOR must maintain such insurance as will fully protect both CONTRACTOR and the CITY from any and all claims under any Workers Compensation Act or Employers Liability Laws, and from any and all other claims of whatsoever kind or nature to the damage or property, or for personal injury, including death, made by anyone whomsoever, that may arise from operations carried on under this Agreement, either by CONTRACTOR, any subcontractor, or by anyone directly or indirectly engaged or employed by either of them.
- b. The insurance coverage required by this Agreement must not be less than the amounts described in the Bid Documents. If the Bid Documents do not state an insurance requirement or the amount of insurance, then the amount of insurance required by this Agreement must not be less than:
 - i. Workers' Compensation (unless exempt) with Employers' Liability with a limit of \$500,000.00 each accident, \$500,000.00 each employee, \$500,000.00 policy limit for disease;
 - ii. Commercial General Liability (CGL) insurance with a limit of not less than \$300,000.00 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this project in the amount of \$600,000.00. CGL insurance shall be written on an occurrence form and include bodily injury and property damage liability for premises,

operations, independent contractors, products and completed operations, contractual liability, broad form property damage and property damage resulting from explosion, collapse or underground (x, c, u) exposures, personal injury, and advertising injury. Damage to rented premises shall be included at \$100,000.00;

- iii. Commercial Automobile Liability Insurance with a limit of not less than \$300,000.00 each accident for bodily injury and property damage liability. Such insurance shall cover liability arising out of any auto (including owned, hired and non-owned autos) and such policy shall be endorsed to provide contractual liability coverage; and
 - iv. Fire damage liability shall be included at \$300,000.00.
- c. CONTRACTOR must furnish the CITY with Certificates of Insurance, which are to be signed by a person authorized by that insurer to bind coverage on its behalf. The CITY is to be specifically included as an additional insured and loss payee on all policies except Workers' Compensation. In the event the insurance coverage expires prior to the completion of the project, a renewal certificate must be issued 30 days prior to the expiration date. The policy must provide a 30 day notification clause in the event of cancellation or modification to the policy. All certificates of insurance must be on file with and approved by the CITY before commencement of any work activities.
- d. The insurance coverages procured by CONTRACTOR as required herein will be considered as primary insurance over and above any other insurance, or self-insurance, available to CONTRACTOR, and any other insurance, or self-insurance available to CONTRACTOR will be considered secondary to, or in excess of, the insurance coverage(s) procured by CONTRACTOR as required herein.

11. General Provisions. CONTRACTOR must comply with the following general provisions:

- a. **Bond.** If a surety bond has been required by the Bid Documents for CONTRACTOR's faithful performance and payment, and if at any time the surety is no longer acceptable to the CITY, CONTRACTOR must, at its expense, within five (5) days after the receipt of notice from the CITY to do so, furnish an additional bond or bonds in such form and with such Surety or Sureties as are satisfactory to the CITY. The CITY will not make any further payment to CONTRACTOR, nor will any further payment be deemed to be due to CONTRACTOR, until such new or additional security for the faithful performance of the work is furnished in a manner and form satisfactory to the CITY.
- b. **Compliance with Laws.** In providing the Scope of Services, CONTRACTOR must comply with all federal, state, and local laws, statutes, ordinances, rules, and regulations pertaining to or regulating the provision of such services, including those now in effect and hereafter adopted.

c. Personal nature of Agreement; Assignment.

- i. The parties acknowledge that the CITY places great reliance and emphasis upon the knowledge, expertise, training, and personal abilities of CONTRACTOR. Accordingly, this Agreement is personal and CONTRACTOR is prohibited from assigning or delegating any rights or duties hereunder without the specific written consent of the CITY.
- ii. If CONTRACTOR requires the services of any subcontractor or professional associate in connection with the work to be performed under this Agreement, CONTRACTOR must obtain the written approval of the CITY Project Manager prior to engaging such subcontractor or professional associate. CONTRACTOR will remain fully responsible for the services of any subcontractors or professional associates.

d. Discrimination.

- i. CONTRACTOR shall not discriminate against any employee employed in the performance of this Agreement, or against any applicant for employment because of age, ethnicity, race, religious belief, disability, national origin, or sex. CONTRACTOR shall not exclude any person, on the grounds of age, ethnicity, race, religious belief, disability, national origin, or sex, from participation in, denied the benefits of, or be otherwise subjected to discrimination in any activity under, this Agreement.
- ii. CONTRACTOR shall provide a harassment-free workplace, with any allegation of harassment given priority attention and action by management.

e. Independent contractor.

- i. CONTRACTOR is, and will be deemed to be, an independent contractor and not a servant, employee, joint adventurer, or partner of the CITY. None of CONTRACTOR's agents, employees, or servants are, or will be deemed to be, the agent, employee, or servant of the CITY. None of the benefits, if any, provided by the CITY to its employees, including but not limited to, compensation insurance and unemployment insurance, are available from the CITY to the employees, agents, or servants of CONTRACTOR. CONTRACTOR will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, and subcontractors during the performance of this Agreement. Although CONTRACTOR is an independent contractor, the work contemplated herein must meet the approval of the CITY and is subject to the CITY's general right of inspection to secure the satisfactory completion thereof. CONTRACTOR must comply with all Federal, State and municipal laws, rules and regulations that are now or may in the future become applicable to CONTRACTOR, or to CONTRACTOR's business, equipment, or personnel engaged in operations covered by this Agreement or accruing out of the performance of such

- operations. The CITY will not be held responsible for the collection of or the payment of taxes or contributions of any nature on behalf of CONTRACTOR.
- ii. CONTRACTOR will bear all losses resulting to it on account of the amount or character of the work, or because of bad weather, or because of errors or omissions in its contract price.
 - iii. CONTRACTOR must utilize, and must expressly require all subcontractors to utilize, the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by CONTRACTOR and any subcontractors during the Term of this Agreement.

f. Indemnification.

- i. CONTRACTOR must indemnify and hold the CITY harmless against and from any and all claims, losses, penalties, interest, demands, judgments, costs, damages, or expenses, including attorney's fees and court costs, incurred by the CITY, or its agents, officers, or employees, arising directly or indirectly from CONTRACTOR's performance under this Agreement or by any person on CONTRACTOR's behalf, including but not limited to those claims, losses, penalties, interest, demands, judgments, costs, damages, or expenses arising out of any accident, casualty, or other occurrence causing injury to any person or property. This includes persons employed or utilized by CONTRACTOR (including CONTRACTOR's agents, employees, and subcontractors). CONTRACTOR must further indemnify the CITY against any claim that any product purchased or licensed by the CITY from CONTRACTOR under this Agreement infringes a United States patent, trademark, or copyright. CONTRACTOR acknowledges that CONTRACTOR has received consideration for this indemnification, and any other indemnification of the CITY by CONTRACTOR provided for within the Bid Documents, the sufficiency of such consideration being acknowledged by CONTRACTOR, by CONTRACTOR's execution of this Agreement. CONTRACTOR's obligation will not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance, whether such insurance is in connection with this Agreement or otherwise. Such indemnification is in addition to any and all other legal remedies available to the CITY and not considered to be the CITY's exclusive remedy.
- ii. In the event that any claim in writing is asserted by a third party which may entitle the CITY to indemnification, the CITY must give notice thereof to CONTRACTOR, which notice must be accompanied by a copy of statement of the claim. Following the notice, CONTRACTOR has the right, but not the obligation, to participate at its sole expense, in the defense, compromise or settlement of such claim with counsel of its choice. If CONTRACTOR does not timely defend, contest, or otherwise protect against any suit, action or other proceeding arising from such claim, or in the event the CITY decides to participate in the proceeding or defense, the CITY will have the right to defend, contest, or otherwise protect itself against same and be reimbursed for expenses and reasonable attorney's fees and, upon not less than ten (10)

days notice to CONTRACTOR, to make any reasonable compromise or settlement thereof. In connection with any claim as aforesaid, the parties hereto must cooperate fully with each other and make available all pertinent information necessary or advisable for the defense, compromise or settlement of such claim.

- iii. The indemnification provisions of this paragraph will survive the termination of this Agreement.

g. **Sovereign Immunity.** Nothing in this Agreement extends, or will be construed to extend, the CITY's liability beyond that provided in section 768.28, Florida Statutes. Nothing in this Agreement is a consent, or will be construed as consent, by the CITY to be sued by third parties in any matter arising out of this Agreement.

h. **Public records.**

- i. CONTRACTOR is a "Contractor" as defined by Section 119.0701(1)(a), Florida Statutes, and must comply with the public records provisions of Chapter 119, Florida Statutes, including the following:

1. Keep and maintain public records required by the CITY to perform the service.
2. Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement term and following completion of the Agreement if CONTRACTOR does not transfer the records to the CITY.
4. Upon completion of this Agreement, transfer, at no cost, to the CITY all public records in possession of CONTRACTOR or keep and maintain public records required by the CITY to perform the service. If CONTRACTOR transfers all public records to the CITY upon completion of this Agreement, CONTRACTOR must destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of this Agreement, CONTRACTOR must meet all applicable requirements for retaining public records. 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.

- ii. "Public records" is defined in Section 119.011(12), Florida Statutes, as may, from time to time, be amended.

- iii. If CONTRACTOR asserts any exemptions to the requirements of Chapter 119 and related law, CONTRACTOR will have the burden of establishing such exemption, by way of injunctive or other relief as provided by law.
 - iv. CONTRACTOR consents to the CITY's enforcement of CONTRACTOR's Chapter 119 requirements, by all legal means, including, but not limited to, a mandatory injunction, whereupon CONTRACTOR must pay all court costs and reasonable attorney's fees incurred by CITY.
 - v. CONTRACTOR's failure to provide public records within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes. Further, such failure by CONTRACTOR will be grounds for immediate unilateral cancellation of this Agreement by the CITY.
 - vi. **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, DEPUTY CITY CLERK BECKY WITTE, AT 386-322-3011; BWITTE@SOUTHDAYTONA.ORG; MAILING ADDRESS: 1672 RIDGEWOOD AVE., SOUTH DAYTONA, FL 32119.**
- i. **Federal or State Funding.** If any portion of the funding for this Agreement is derived from the State of Florida, or any department of the State of Florida, or from federal funding through the State of Florida, the provisions of this sub-paragraph shall apply, provisions elsewhere in this Agreement to the contrary notwithstanding. CONTRACTOR shall make inquiry from the CITY's Project Manager to determine whether Federal or State funding is applicable to this Agreement.
- i. **E-Verify.** CONTRACTOR must utilize, and must expressly require all subcontractors to utilize, the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by CONTRACTOR during the Term of this Agreement.
 - ii. **Agency.** CONTRACTOR agrees and acknowledges that it, its employees, and its subcontractors are not agents or employees of the Federal Government, of the State of Florida, or of any department of the Federal Government or the State of Florida.
 - iii. **Indemnification.** To the fullest extent permitted by law, CONTRACTOR shall indemnify and hold harmless the CITY, the Federal Government, the State of Florida, any department of the Federal Government or the State of Florida, and all officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of CONTRACTOR and persons employed or utilized by CONTRACTOR in the performance of this Agreement. This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is

intended to nor shall it constitute a waiver of the State of Florida and the CITY's sovereign immunity.

- iv. **Workers' Compensation Insurance.** CONTRACTOR must provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, CONTRACTOR must ensure that the subcontractor(s) have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), CONTRACTOR must ensure that such employees are covered by Workers' Compensation insurance through the PEO's or other leasing entities. CONTRACTOR must ensure that any equipment rental agreements that include operators or other personnel who are employees of independent Contractors, sole proprietorships or partners are covered by insurance required under Florida's Workers' Compensation law.
- v. **Liability Insurance.** Contractor shall carry Commercial General Liability insurance providing continuous coverage for all work or operations performed under the Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. CONTRACTOR shall cause the State of Florida to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the State of Florida as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Contract, and may not be shared with or diminished by claims unrelated to this Agreement. The policy/ies and coverage described herein may be subject to a deductible. CONTRACTOR shall pay all deductibles as required by the policy. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention. At all renewal periods which occur prior to final acceptance of the work, the CITY and the State of Florida shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The CITY and the State of Florida shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The CITY's or the State of Florida's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the CITY or the State of Florida may have.

- vi. **Inspections.** CONTRACTOR shall permit, and require its subcontractors to permit, the CITY's and the State of Florida's authorized representatives to inspect all work, materials, payrolls, and records, to audit the books, records, and accounts pertaining to the financing and development of the Services described in the Contract Documents.
 - vii. **Auditor General Cooperation.** CONTRACTOR shall comply with §20.055 (5), Florida Statutes, and shall incorporate in all subcontracts the obligation to comply with §20.055 (5), Florida Statutes.
 - j. **E-Verify Compliance.** Contractor affirmatively states, under penalty of perjury, that in accordance with Section 448.095, Fla. Stat., Contractor is registered with and uses the E-Verify system to verify the work authorization status of all newly hired employees, that in accordance with such statute, Contractor requires from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and that Contractor is otherwise in compliance with Sections 448.09 and 448.095, Fla. Stat.
 - k. **Federal-Aid Construction Contract.** If this is a federal-aid construction project, it shall be subject to the provisions in Exhibit "A", which is attached hereto and incorporated herein by reference.
12. **Miscellaneous Provisions.** The following miscellaneous provisions apply to this Agreement:
- a. **Binding Nature of Agreement.** This Agreement is binding upon the successors and assigns of the parties hereto.
 - b. **Entire Agreement.** This Agreement states the entire understanding between the parties and supersedes any written or oral representations, statements, negotiations, or agreements to the contrary. CONTRACTOR recognizes that any representations, statements, or negotiations made by the City staff do not suffice to legally bind the CITY in a contractual relationship unless they have been reduced to writing, authorized, and signed by the authorized CITY representatives.
 - c. **Amendment.** No modification, amendment, or alteration in the terms or conditions of this Agreement will be effective unless contained in a written document executed with the same formality as this Agreement.
 - d. **Severability.** If any term or provision of this Agreement is held, to any extent, invalid or unenforceable, as against any person, entity, or circumstance during the Term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity will not affect any other term or provision of this Agreement, to the extent that the Agreement will remain operable, enforceable, and in full force and effect to the extent permitted by law.

- e. **Construction.** If any provision of this Agreement becomes subject to judicial interpretation, the court interpreting or considering such provision should not apply the presumption or rule of construction that the terms of this Agreement be more strictly construed against the party which itself or through its counsel or other agent prepared it. All parties hereto have participated in the preparation of the final form of this Agreement through review by their respective counsel, if any, or the negotiation of specific language, or both, and, therefore, the application of such presumption or rule of construction would be inappropriate and contrary to the intent of the parties.
- f. **Headings.** All headings in this Agreement are for convenience only and are not to be used in any judicial construction or interpretation of this Agreement or any paragraph.
- g. **Waiver.** The indulgence of either party with regard to any breach or failure to perform any provision of this Agreement does not constitute a waiver of the provision or any portion of this Agreement, either at the time the breach or failure occurs or at any time throughout the term of this Agreement. The review of, approval of, or payment for any of CONTRACTOR's work product, services, or materials does not operate as a waiver, and should not be construed as a waiver, of any of the CITY's rights under this Agreement, or of any cause of action the CITY may have arising out of the performance of this Agreement.
- h. **Force Majeure.** Notwithstanding any provisions of this Agreement to the contrary, the parties will not be held liable if failure or delay in the performance of this Agreement arises from fires, floods, strikes, embargos, acts of the public enemy, unusually severe weather, out break of war, restraint of government, riots, civil commotion, force majeure, act of God, or for any other cause of the same character which is unavoidable through the exercise of due care and beyond the control of the parties. This provision does not apply if the "Scope of Services" of this Agreement specifies that performance by CONTRACTOR is specifically required during the occurrence of any of the events herein mentioned.
- i. **Compliance/Consistency with Scrutinized Companies Provisions of Florida Statutes.** Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services over one million dollars (\$1,000,000) if, at the time of contracting or renewal, the company is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, both created pursuant to section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria. CONTRACTOR

hereby certifies that Contractor is not listed on any of the following: (i) the Scrutinized Companies that Boycott Israel List, (ii) Scrutinized Companies with Activities in Sudan List, or (iii) the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. CONTRACTOR further hereby certifies that CONTRACTOR is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. CONTRACTOR understands that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject CONTRACTOR to civil penalties, attorney's fees, and/or costs. CONTRACTOR further understands that any contract with CITY for goods or services of any amount may be terminated at the option of CITY if CONTRACTOR (i) is found to have submitted a false certification, (ii) has been placed on the Scrutinized Companies that Boycott Israel List, or (iii) is engaged in a boycott of Israel. And, in addition to the foregoing, if the amount of the contract is one million dollars (\$1,000,000) or more, the contract may be terminated at the option of CITY if the CONTRACTOR is found to have submitted a false certification, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.

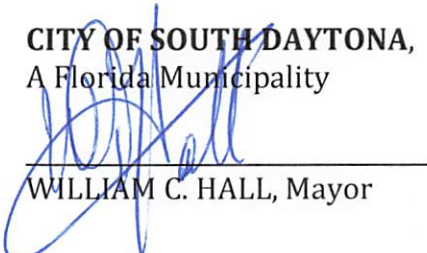
- j. **Law; Venue.** This Agreement is being executed in Volusia County, Florida and is governed in accordance with the laws of the State of Florida. Venue of any action hereunder will be in Volusia County, Florida.

13. **Special Provisions.**

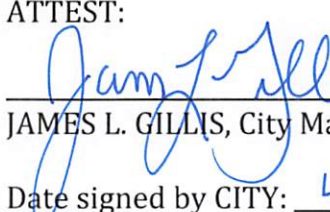
- a. This Agreement is a non-exclusive contract; the CITY is not prohibited, or deemed to be prohibited, from bidding similar services either as an independent job or a component of a larger project.

IN WITNESS WHEREOF, the parties hereto have signed and sealed this Agreement effective the date first written above.

CITY OF SOUTH DAYTONA,
A Florida Municipality


WILLIAM C. HALL, Mayor

ATTEST:


JAMES L. GILLIS, City Manager

Date signed by CITY: 4.11.23

(Seal)





10/1/74

Atlantic Pipe Services, LLC

by Allan Cagle
Allan Cagle, as its President and authorized agent
Cagle

(CORPORATE SEAL)

ATTEST:



Brandon Duncan, Business Development Manager

STATE OF Florida
COUNTY OF Seminole

The foregoing instrument was acknowledged before me by means of ☒ physical presence or
☐ online notarization, this 1st day of April, 2023, by Allan Cagle of APS, a
Florida corporation, on behalf of the corporation, and he/she is personally known to me or
has produced _____ as identification.

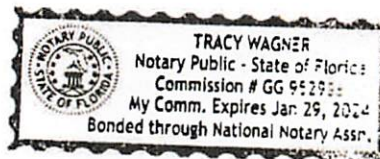


Signature of Notary Public - State of Florida

Tracy Wagner

Printed/Typed/Stamped Name of Notary

My commission expires: 1/29/24





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/31/2023

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
Insurance Consultants of Central Florida
1331 Palmetto Avenue, Suite 100
Winter Park FL 32789

License#: L068328
ATLAPIP-01

INSURED
Atlantic Pipe Services, LLC
1420 Martin Luther King Jr Bvd
Sanford FL 32771

CONTACT NAME: John O'Donnell

PHONE
(A/C, No, Ext): 407-740-5337

FAX
(A/C, No):

E-MAIL ADDRESS: john.odonnell@myiccf.com

INSURER(S) AFFORDING COVERAGE**NAIC #**

INSURER A: Starr Surplus Lines Insurance

13604

INSURER B: FCCI Insurance Company

10178

INSURER C: Starr Indemnity & Liability Co

38318

INSURER D:

INSURER E:

INSURER F:

COVERAGES**CERTIFICATE NUMBER:** 789821541**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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:	Y Y	1000067815221	6/21/2022	6/21/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
C	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY		1000685974221	6/21/2022	6/21/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☐ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$		1000337951221	6/21/2022	6/21/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y ☒ N/A If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	WC0100070910-01	6/21/2022	6/21/2023	☒ PER STATUTE ☐ OTH-ER E.I. EACH ACCIDENT \$ 1,000,000 E.I. DISEASE - EA EMPLOYEE \$ 1,000,000 E.I. DISEASE - POLICY LIMIT \$ 1,000,000

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

City of South Daytona is an additional insured on a primary, non-contributory basis, with respects to General Liability and Auto Liability, per written contract. A 30-day notice of cancellation will be provided to the certificate holder with respects to the General Liability and Auto Liability, per written contract.

CERTIFICATE HOLDER**CANCELLATION**

City of South Daytona
1672 South Ridgewood Avenue
South Daytona FL 32119

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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SECTION 8: BID FORMS

BID FORM 8A: BID SUBMITTAL CHECKLIST

- ☒ Form 8B: Acknowledgement and Pricing Proposal
- ☒ Form 8C: Drug Free/Tie Preference Statement
- ☒ Form 8D: Public Entity Crimes Statement
- ☒ Form 8E: Anti-Collusion Statement
- ☒ Form 8F: Statement of Vendor Qualifications
- ☒ Form 8G: Professional References for Previous Experience
- ☒ Form 8H: Listing of Subcontractors
- ☒ Form 8I: Cured in Place Pipe Specs
- ☒ Form 8J: Cured-in-Place Pipe Specs
- ☒ Independent Contractors Agreement
- ☒ Attachment: Bid Proposal
- ☒ Copy of License(s)
- ☒ Insurance Certificate
- ☒ Submission of one (1) original marked "ORIGINAL" and one (1) digital (flash drive) copy.

BY: Atlantic Pipe Services, LLC

Name of Business

Allan Cagle

Authorized Signature

Allan Cagle - President

Printed Name and Title

03/28/2023

Date

THIS DOCUMENT MUST BE COMPLETED AND RETURNED WITH YOUR BID.

AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

**Atlantic Pipe Services, LLC
1420 Martin Luther King Jr. Blvd
Sanford, FL 32771
(407) 792-1360**

SURETY:

(Name, legal status and principal place of business)

**Swiss Re Corporate Solutions
America Insurance Corporation
1200 Main St. Suite 800
Kansas City, MO 64105
(816) 235-3700**

OWNER:

(Name, legal status and address)

**City of South Daytona
1672 South Ridgewood Ave.
South Daytona, FL 32119
(386) 322-3011**

BOND AMOUNT: \$ 5% Five Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

**Sewer Rehabilitation Services - Bid No. 23-B-005
Install cured-in-place epoxy lamination system, Stephens Technologies Inc.
NCL-115-18 Epoxy or approved equal epoxy system, to aging and cracked
sewer pipes.**

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

Init.

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User Notes:

(1832086576)

Signed and sealed this 27th day of March, 2023


(Witness)


(Witness) **Anita Waters, Account Manager**

Atlantic Pipe Services, LLC

(Contractor as Principal)

(Seal)


(Title) **Allan Gyle, president**

Swiss Re Corporate Solutions America Insurance Corporation

(Surety)

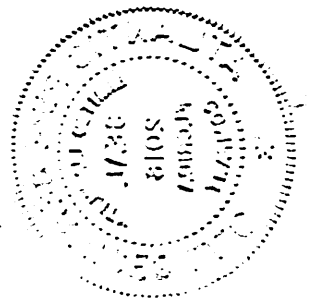
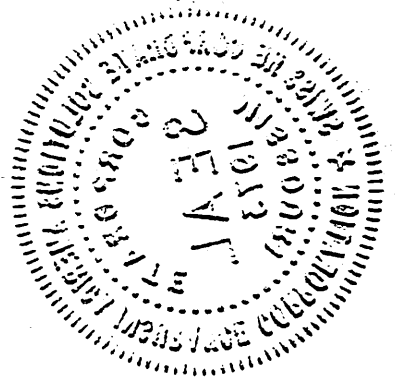
(Seal)


(Title) **William J. Palmer, Attorney-In-Fact, Florida Resident Agent**



10/11/1914

[Handwritten signature]



SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION ("SRCSAIC")

SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION ("SRCSPIC")

WESTPORT INSURANCE CORPORATION ("WIC")

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, and SRCSPIC, a corporation organized and existing under the laws of the State of Missouri and having its principal office in the City of Kansas City, Missouri, and WIC, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint:

WILLIAM J. PALMER, BRYAN T. ROBERTSON, MARION F. HATCHER III, and SANDRA MOORE

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

TWO HUNDRED MILLION (\$200,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 18th of November 2021 and WIC by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By Erik Janssens
Erik Janssens, Senior Vice President of SRCSAIC & Senior Vice President
of SRCSPIC & Senior Vice President of WIC

By Gerald Jagrowski
Gerald Jagrowski, Vice President of SRCSAIC & Vice President of SRCSPIC
& Vice President of WIC



IN WITNESS WHEREOF, SRCSAIC, SRCSPIC, and WIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers

this 10 day of NOVEMBER, 20 22

State of Illinois
County of Cook

SS

Swiss Re Corporate Solutions America Insurance Corporation
Swiss Re Corporate Solutions Premier Insurance Corporation
Westport Insurance Corporation

On this 10 day of NOVEMBER, 20 22, before me, a Notary Public personally appeared Erik Janssens, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC and Gerald Jagrowski, Vice President of SRCSAIC and Vice President of SRCSPIC and Vice President of WIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.

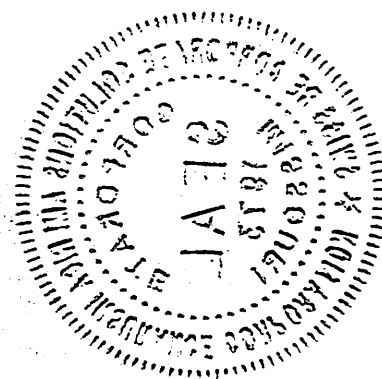


Christina Manisco
Christina Manisco, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC and WIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC and WIC, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 27th day of March, 20 23.

Jeffrey Goldberg
Jeffrey Goldberg, Senior Vice President &
Assistant Secretary of SRCSAIC and
SRCSPIC and WIC



BID FORM 8J: Bid Fees

Item	Description	Unit	Unit Price		
	Day Rate: Multiple Locations	EA	\$ 4,250.00		
Traffic Control/ MOT, Equipment Set-up and Monitoring					
	Mobilization Per Vehicle	EA	\$ 1,850.00		
Sanitary Sewer Manhole & Pipe Preparation/ Plug, Preclean and Video					
	Vac Truck, Pre Clean Sanitary Sewer	LF	\$ 5.00		
	CCTV/Video, Pre Video Sanitary Sewer	LF	\$ 3.00		
Sanitary Sewer CIPP Installation					
	CIPP Liner Equipment Site SET-up Per Run	EA	\$ 450.00		
Sanitary Sewer CIPP 4.5 mm Liner Thickness (used in 2 -14 ft manhole depths)					
				Minimum Footage	
	6" Diameter	LF	\$ 88.05	150	
	8" Diameter	LF	\$ 77.73	150	
	10" Diameter	LF	\$ 97.38	150	
	12" Diameter	LF	\$ 106.35	150	
	16" Diameter	LF	\$ 139.42	150	
	18" Diameter	LF	\$ 148.82	150	
	24" Diameter	LF	\$ 188.73	150	
Sanitary Sewer CIPP 6 mm Liner Thickness (used in 14-25 ft manhole depths or where more structural integrity is needed)					
				Minimum Footage	
	6" Diameter	LF	\$ 99.22	150	
	8" Diameter	LF	\$ 86.55	150	
	10" Diameter	LF	\$ 108.30	150	
	12" Diameter	LF	\$ 121.00	150	
	16" Diameter	LF	\$ 162.58	150	
	18" Diameter	LF	\$ 170.21	150	
	24" Diameter	LF	\$ 188.73	150	
Sanitary Sewer CIPP Reinstatement					
	Mainline Lateral Reinstatement	EA	\$ 365.00		
	Mainline Invert Reinstatement	EA	\$ 865.00		
Sanitary Sewer CIPP Installation Post Video					
	CCTV/Video, Post Video	LF	\$ 2.25		
Additional Services					
	Plugging Mainline 6"-10"	Day	\$ 475.00		
	Plugging Mainline 12"-16"	Day	\$ 895.00		
	Plugging Mainline 18"-24"	Day	\$ 1,295.00		
	Manhole Bypass Pumping 6"-10" Flow	Day	\$ 700.00		
	Manhole Bypass Pumping 12"-16" Flow	Day	\$ 2,400.00		
	Manhole Bypass Pumping 18"-24" Flow	Day	\$ 3,900.00		
	Mainline Hammer Tap/ Extended Lateral Removal	EA	\$ 2,500.00		
	Root Intrusion Removal	HRLY	\$ 275.00		
	Chemical Grout Repairs 6"-10"	EA	\$ 650.00		
	Chemical Grout Repairs 12"-16"	EA	\$ 850.00		
	Chemical Grout Repairs 18"-24"	EA	\$ 1,050.00		
	Additional Video and Reports	EA	\$ 75.00		

SAFETY DATA SHEET



Tyfo®-PWR Part A

Version 6

Revision Date 10/18/2016

Print Date 02/15/2017

SECTION 1. IDENTIFICATION

Product name : Tyfo®-PWR Part A

Manufacturer or supplier's details

Company : ELANTAS PDG, INC.
5200 North 2nd Street
St. Louis MO 63147
Telephone : (314) 621-5700
Visit our web site : www.elantas.com
E-mail address : Todd.Thomas@altana.com
Emergency telephone number : INFOTRAC - 1-800-535-5053

Recommended use of the chemical and restrictions on use

Recommended use : Casting Resin

Restrictions on use : Refer to Section 15 for any restrictions that may apply

SECTION 2. HAZARDS IDENTIFICATION

GHS Classification

Skin irritation : Category 2
Eye irritation : Category 2A
Skin sensitisation : Category 1
Specific target organ toxicity - single exposure : Category 3 (Respiratory system)

GHS label elements

Hazard pictograms :



Signal word : Warning

Hazard statements : H315 Causes skin irritation.
H317 May cause an allergic skin reaction.
H319 Causes serious eye irritation.
H335 May cause respiratory irritation.

Precautionary statements : **Prevention:**
P261 Avoid breathing dust/ fume/ gas/ mist/ vapours/ spray.
P264 Wash skin thoroughly after handling.
P271 Use only outdoors or in a well-ventilated area.
P272 Contaminated work clothing should not be allowed out of

SAFETY DATA SHEET



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the workplace.

P280 Wear eye protection/ face protection.

P280 Wear protective gloves.

Response:

P302 + P352 IF ON SKIN: Wash with plenty of soap and water.

P304 + P340 + P312 IF INHALED: Remove victim to fresh air and keep at rest in a position comfortable for breathing. Call a POISON CENTER or doctor/ physician if you feel unwell.

P305 + P351 + P338 IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing.

P333 + P313 If skin irritation or rash occurs: Get medical advice/ attention.

P337 + P313 If eye irritation persists: Get medical advice/ attention.

P362 Take off contaminated clothing and wash before reuse.

Storage:

P403 + P233 Store in a well-ventilated place. Keep container tightly closed.

P405 Store locked up.

Disposal:

P501 Dispose of contents/ container to an approved waste disposal plant.

Other hazards

None known.

SECTION 3. COMPOSITION/INFORMATION ON INGREDIENTS

Chemical nature : Epoxy Resin Solution

Hazardous components

Component	CAS-No.	Concentration (%)
Epoxy Resin	25068-38-6	>= 80 - < 81
Epoxy Resin	28064-14-4	>= 9 - < 10
Epoxy diluent	17557-23-2	>= 9 - < 10

SECTION 4. FIRST AID MEASURES

General advice : Move out of dangerous area.
Show this safety data sheet to the doctor in attendance.
Do not leave the victim unattended.

If inhaled : If unconscious, place in recovery position and seek medical advice.

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- If symptoms persist, call a physician.
- In case of skin contact : If skin irritation persists, call a physician.
If on skin, rinse well with water.
If on clothes, remove clothes.
- In case of eye contact : Immediately flush eye(s) with plenty of water.
Remove contact lenses.
Protect unharmed eye.
Keep eye wide open while rinsing.
If eye irritation persists, consult a specialist.
- If swallowed : Keep respiratory tract clear.
Do not give milk or alcoholic beverages.
Never give anything by mouth to an unconscious person.
If symptoms persist, call a physician.

SECTION 5. FIREFIGHTING MEASURES

- Unsuitable extinguishing media : High volume water jet
- Further information : Standard procedure for chemical fires.
Use extinguishing measures that are appropriate to local circumstances and the surrounding environment.
- Special protective equipment for firefighters : Wear self-contained breathing apparatus for firefighting if necessary.

SECTION 6. ACCIDENTAL RELEASE MEASURES

- Personal precautions, protective equipment and emergency procedures : Use personal protective equipment.
- Environmental precautions : Prevent product from entering drains.
Prevent further leakage or spillage if safe to do so.
If the product contaminates rivers and lakes or drains inform respective authorities.
- Methods and materials for containment and cleaning up : Soak up with inert absorbent material (e.g. sand, silica gel, acid binder, universal binder, sawdust).
Keep in suitable, closed containers for disposal.
Absorbent paper or other organic material used for cleaning up resin is a fire hazard, as heat and spontaneous combustion can occur, particularly if the resin was catalyzed. Catalyzed resin can generate hazardous exothermic heat if allowed to polymerize in a mass. All soiled or waste materials must be water soaked, and kept in a closed bin until disposed of.

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SECTION 7. HANDLING AND STORAGE

- Advice on safe handling** :
- Avoid formation of aerosol.
 - Do not breathe vapours/dust.
 - Avoid exposure - obtain special instructions before use.
 - Avoid contact with skin and eyes.
 - For personal protection see section 8.
 - Smoking, eating and drinking should be prohibited in the application area.
 - Provide sufficient air exchange and/or exhaust in work rooms.
 - Dispose of rinse water in accordance with local and national regulations.
 - Persons susceptible to skin sensitisation problems or asthma, allergies, chronic or recurrent respiratory disease should not be employed in any process in which this mixture is being used.
 - The chemical reaction that cures mixed epoxy is exothermic (heat generating). If left to cure in a contained mass, such as in a mixing vessel, it can generate enough heat to melt plastic, burn skin or ignite surrounding combustible materials. The larger or thicker the epoxy mass, the more heat generated.
- Conditions for safe storage** :
- Store under conditions specified on the product Technical Data Sheet to maintain product quality.
 - Keep container tightly closed in a dry and well-ventilated place.
 - Observe label precautions.
 - Electrical installations / working materials must comply with the technological safety standards.

SECTION 8. EXPOSURE CONTROLS/PERSONAL PROTECTION

Components with workplace control parameters

Contains no substances with occupational exposure limit values.

- Engineering measures** :
- Use with adequate ventilation.
 - All application areas should be ventilated in accordance with applicable OSHA regulations. (29 CFR 1910.94)

Personal protective equipment

- Respiratory protection** :
- In the case of vapour formation use a respirator with an approved filter.

Hand protection

Remarks

- :
- The suitability for a specific workplace should be discussed with the producers of the protective gloves.

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Eye protection	: Eye wash bottle with pure water Tightly fitting safety goggles Wear face-shield and protective suit for abnormal processing problems.
Skin and body protection	: Impervious clothing Choose body protection according to the amount and concentration of the dangerous substance at the work place.
Hygiene measures	: When using do not eat or drink. When using do not smoke. Wash hands before breaks and at the end of workday.

SECTION 9. PHYSICAL AND CHEMICAL PROPERTIES

Appearance	: liquid
Odour Threshold	: No data available
pH	: No data available
Melting point/freezing point	: No data available
Initial boiling point and boiling range	: No data available
Vapour pressure	: No data available
Flash point	: Greater than 201 °F (94 °C) Method: No information available. Information taken from reference works and the literature.
Upper explosion limit	: No data available
Lower explosion limit	: No data available
Evaporation rate	: No data available
Flammability (solid, gas)	: No data available
Relative vapour density	: No data available
Relative Density/Specific Gravity	: No data available
Density	: 1.1563 g/cm3 (77 °F (25 °C))
Solubility(ies) Water solubility	: No data available

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Solubility in other solvents	: No data available
Partition coefficient: n-octanol/water	: No data available
Auto-ignition temperature	: No data available
Thermal decomposition	: No data available
Viscosity	
Viscosity, dynamic	: No data available
Viscosity, kinematic	: Greater than 22 mm ² /s (104 °F (40 °C))

SECTION 10. STABILITY AND REACTIVITY

Reactivity	: No decomposition if stored and applied as directed.
Chemical stability	: No decomposition if stored and applied as directed.
Possibility of hazardous reactions	: No decomposition if stored and applied as directed.
Conditions to avoid	: No data available
Hazardous decomposition products	: The by-products expected in incomplete pyrolysis or combustion of epoxy resins are mainly phenolics, CO and water.

SECTION 11. TOXICOLOGICAL INFORMATION

Information on likely routes of exposure

Inhalation
Skin contact
Eyes

Acute toxicity

Product:

Acute oral toxicity	: Acute toxicity estimate : > 5,000 mg/kg Method: Calculation method
Acute dermal toxicity	: Acute toxicity estimate : > 5,000 mg/kg Method: Calculation method

Components:

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25068-38-6 Epoxy Resin:

Acute oral toxicity : LD50 (Rat): 11,400 mg/kg

LD50 (Rat, female): > 2,000 mg/kg
Method: OECD Test Guideline 420
GLP: yes

Acute inhalation toxicity : LC50 : Remarks: No data available

Acute dermal toxicity : LD50 (Rabbit): 23,400 mg/kg

LD50 (Rat, male and female): > 2,000 mg/kg
Method: OECD Test Guideline 402
GLP: yes

17557-23-2 Epoxy diluent:

Acute oral toxicity : LD50 (Rat): 4,500 mg/kg

Acute dermal toxicity : LD50 (Rabbit): 2,150 mg/kg

Skin corrosion/irritation

Product:

Remarks: May cause skin irritation and/or dermatitis.

Components:

25068-38-6 Epoxy Resin:

Species: Rabbit
Result: Moderate skin irritation

Species: Rabbit
Exposure time: 4 h
Method: OECD Test Guideline 404
Result: Skin irritation
GLP: yes

17557-23-2 Epoxy diluent:

Result: Moderate skin irritation

Serious eye damage/eye irritation

Product:

Remarks: May cause irreversible eye damage.

Components:

25068-38-6 Epoxy Resin:

Species: Rabbit
Result: Eye irritation

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SECTION 12. ECOLOGICAL INFORMATION

Ecotoxicity

Components:

25068-38-6 Epoxy Resin:

Toxicity to daphnia and other aquatic invertebrates : EC50 (Daphnia (water flea)): 1.7 mg/l
Exposure time: 48 h
Test Type: static test
Method: OECD Test Guideline 202
GLP: yes

Toxicity to daphnia and other aquatic invertebrates (Chronic toxicity) : NOEC (Daphnia magna (Water flea)): 0.3 mg/l
Exposure time: 21 d
Test Type: semi-static test
Method: OECD Test Guideline 211
GLP: yes

Persistence and degradability

Components:

25068-38-6 Epoxy Resin:

Biodegradability : Result: Not readily biodegradable.
Method: OECD Test Guideline 301F
GLP: yes

Bioaccumulative potential

Components:

25068-38-6 Epoxy Resin:

Partition coefficient: n-octanol/water : log Pow: 3.242 (25 °C)
pH: 7.1
Method: OECD Test Guideline 117
GLP: yes

Mobility in soil

No data available

Other adverse effects

No data available

Product:

Regulation : 40 CFR Protection of Environment; Part 82 Protection of Stratospheric Ozone - CAA Section 602 Class I Substances

Remarks : This product neither contains, nor was manufactured with a Class I or Class II ODS as defined by the U.S. Clean Air Act Section 602 (40 CFR 82, Subpt. A, App.A + B).

Additional ecological : No data available

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information

SECTION 13. DISPOSAL CONSIDERATIONS

Disposal methods

EPA Hazardous Waste Code(s) : none

Waste from residues : Do not dispose of waste into sewer.
Do not contaminate ponds, waterways or ditches with chemical or used container.
Send to a licensed waste management company.
Catalyzed resin can generate hazardous exothermic heat if allowed to polymerize in a mass. All soiled or waste materials must be water soaked, and kept in a closed bin until disposed of.
Dispose of the solid mass only if cure is complete and the mass has cooled. Follow federal, state or local disposal regulations.

Contaminated packaging : Empty remaining contents.
Dispose of as unused product.
Do not re-use empty containers.

SECTION 14. TRANSPORT INFORMATION

International Regulations

IATA-DGR

Not regulated as a dangerous good

IMDG-Code

Not regulated as a dangerous good

Transport in bulk according to Annex II of MARPOL 73/78 and the IBC Code

Not applicable for product as supplied.

National Regulations

49 CFR

Not regulated as a dangerous good

SECTION 15. REGULATORY INFORMATION

EPCRA - Emergency Planning and Community Right-to-Know Act

US. EPA CERCLA Hazardous Substances (40 CFR 302)

This material does not contain any components with a CERCLA RQ.

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SARA 304 - Emergency Release Notification

This material does not contain any components with a section 304 EHS RQ.

US. EPA Emergency Planning and Community Right-To-Know Act (EPCRA) SARA Title III Section 302 Extremely Hazardous Substance (40 CFR 355, Appendix A)

This material does not contain any components with a SARA 302 RQ.

SARA 311/312 Hazards : Per the June 13, 2016 Federal Register notice, EPA harmonized the EPCRA 311/312 hazard categories with the 2012 OSHA hazard communication standard for classifying and labeling of chemicals (i.e. GHS). Please refer to Section 2 of the SDS to identify the appropriate hazard categories for reporting purposes.

SARA 302 : No chemicals in this material are subject to the reporting requirements of SARA Title III, Section 302.

SARA 313 : This material does not contain any chemical components with known CAS numbers that exceed the threshold (De Minimis) reporting levels established by SARA Title III, Section 313.

Clean Air Act

This product does not contain any hazardous air pollutants (HAP), as defined by the U.S. Clean Air Act Section 112 (40 CFR 61).

This product does not contain any chemicals listed under the U.S. Clean Air Act Section 112(r) for Accidental Release Prevention (40 CFR 68.130, Subpart F).

This product does not contain any chemicals listed under the U.S. Clean Air Act Section 111 SOCM I Intermediate or Final VOC's (40 CFR 60.489).

Non-volatile (Wt) : Refer to the product technical data sheet for VOC information.

Massachusetts Right To Know

No components are subject to the Massachusetts Right to Know Act.

Pennsylvania Right To Know

Epoxy Resin	25068-38-6
Epoxy Resin	28064-14-4
Epoxy diluent	17557-23-2

New Jersey Right To Know

Epoxy Resin	25068-38-6
Epoxy Resin	28064-14-4
Epoxy diluent	17557-23-2

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New Jersey Trade Secret Registry Number for the product (NJ TSRN) : NOT APPLICABLE

California Prop 65 WARNING! This product contains a chemical known to the State of California to cause cancer.
Phenyl glycidyl ether 122-60-1

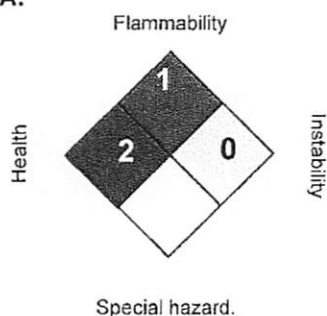
The components of this product are reported in the following inventories:

TSCA : We certify that all of the components of this product are either listed on the TSCA Inventory or are not subject to the notification requirements per 40 CFR 720.30(h).

Section 4 / 12(b) : Not applicable

Section 5 Not applicable

DSL : We certify that all of the components of this product are listed on the DSL.

SECTION 16. OTHER INFORMATION**Further information****NFPA:****HMIS III:**

HEALTH	2
FLAMMABILITY	1
PHYSICAL HAZARD	0

0 = not significant, 1 = Slight,
2 = Moderate, 3 = High
4 = Extreme, * = Chronic

Revision Date : 10/18/2016

The information provided in this Safety Data Sheet is correct to the best of our knowledge, information and belief at the date of its publication. The information given is designed only as a guidance for safe handling, use, processing, storage, transportation, disposal and release and is not to be considered a warranty or quality specification. The information relates only to the specific material designated and may not be valid for such material used in combination with any other materials or in any process, unless specified in the text.

Tyfo®-PWR Part B - 12 lbs

Version 4

Revision Date 02/27/2018

Print Date 04/13/2018

SECTION 1. IDENTIFICATION

Product name : Tyfo®-PWR Part B - 12 lbs

Manufacturer or supplier's details

Company : ELANTAS PDG, INC.
5200 North 2nd Street
St. Louis MO 63147

Telephone : (314) 621-5700

Visit our web site : www.elantas.com

E-mail address : Todd.Thomas@altana.com

Emergency telephone number : INFOTRAC - 1-800-535-5053

Recommended use of the chemical and restrictions on use

Recommended use : Casting Resin

Restrictions on use : Refer to Section 15 for any restrictions that may apply

SECTION 2. HAZARDS IDENTIFICATION**GHS Classification**

Skin irritation : Category 2

Eye irritation : Category 2A

Reproductive toxicity : Category 2

GHS label elements

Hazard pictograms :



Signal word : Warning

Hazard statements : H315 Causes skin irritation.
H319 Causes serious eye irritation.
H361d Suspected of damaging the unborn child.

Precautionary statements : **Prevention:**
P201 Obtain special instructions before use.
P202 Do not handle until all safety precautions have been read and understood.
P264 Wash skin thoroughly after handling.
P280 Wear protective gloves/ protective clothing/ eye protection/ face protection.

Response:

SAFETY DATA SHEET



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P302 + P352 IF ON SKIN: Wash with plenty of soap and water.
P305 + P351 + P338 IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing.
P308 + P313 IF exposed or concerned: Get medical advice/attention.
P332 + P313 If skin irritation occurs: Get medical advice/attention.
P337 + P313 If eye irritation persists: Get medical advice/attention.
P362 Take off contaminated clothing and wash before reuse.
Storage:
P405 Store locked up.
Disposal:
P501 Dispose of contents/ container to an approved waste disposal plant.

Other hazards

None known.

SECTION 3. COMPOSITION/INFORMATION ON INGREDIENTS

Chemical nature : Modified Aromatic Polyamine

Hazardous components

Component	CAS-No.	Concentration (%)
2-ethylhexanoic acid, compound with 2,4,6-tris[(dimethylamino)methyl]phenol	51365-70-9	>= 90 - < 91
2-Ethylhexanoic acid	149-57-5	>= 9 - < 10

SECTION 4. FIRST AID MEASURES

General advice : Move out of dangerous area.
Show this safety data sheet to the doctor in attendance.
Do not leave the victim unattended.

If inhaled : If unconscious, place in recovery position and seek medical advice.
If symptoms persist, call a physician.

In case of eye contact : Flush eyes with water as a precaution.
Remove contact lenses.
Protect unharmed eye.
Keep eye wide open while rinsing.
If eye irritation persists, consult a specialist.

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Tyfo®-PWR Part B - 12 lbs

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If swallowed : Induce vomiting immediately and call a physician.
Keep respiratory tract clear.
Do not give milk or alcoholic beverages.
Never give anything by mouth to an unconscious person.
If symptoms persist, call a physician.
Take victim immediately to hospital.

SECTION 5. FIREFIGHTING MEASURES

Unsuitable extinguishing media : High volume water jet

Specific hazards during firefighting : Do not allow run-off from fire fighting to enter drains or water courses.

Further information : Collect contaminated fire extinguishing water separately. This must not be discharged into drains.
Fire residues and contaminated fire extinguishing water must be disposed of in accordance with local regulations.

Special protective equipment for firefighters : Wear self-contained breathing apparatus for firefighting if necessary.

SECTION 6. ACCIDENTAL RELEASE MEASURES

Personal precautions, protective equipment and emergency procedures : Use personal protective equipment.

Environmental precautions : Prevent product from entering drains.
Prevent further leakage or spillage if safe to do so.
If the product contaminates rivers and lakes or drains inform respective authorities.

Methods and materials for containment and cleaning up : Soak up with inert absorbent material (e.g. sand, silica gel, acid binder, universal binder, sawdust).
Keep in suitable, closed containers for disposal.

SECTION 7. HANDLING AND STORAGE

Advice on safe handling : Do not breathe vapours/dust.
Avoid exposure - obtain special instructions before use.
Avoid contact with skin and eyes.
For personal protection see section 8.
Smoking, eating and drinking should be prohibited in the application area.
Dispose of rinse water in accordance with local and national regulations.

SAFETY DATA SHEET

**Tyfo®-PWR Part B - 12 lbs**

Version 4

Revision Date 02/27/2018

Print Date 04/13/2018

Conditions for safe storage : Store under conditions specified on the product Technical Data Sheet to maintain product quality.
Keep container tightly closed in a dry and well-ventilated place.
Observe label precautions.
Electrical installations / working materials must comply with the technological safety standards.

SECTION 8. EXPOSURE CONTROLS/PERSONAL PROTECTION**Components with workplace control parameters**

Components	CAS-No.	Value type (Form of exposure)	Control parameters / Permissible concentration	Basis
2-Ethylhexanoic acid	149-57-5	TWA (Inhalable fraction and vapor)	5 mg/m3	ACGIH

Engineering measures : Use with adequate ventilation.
All application areas should be ventilated in accordance with applicable OSHA regulations. (29 CFR 1910.94)

Personal protective equipment

Respiratory protection : In the case of vapour formation use a respirator with an approved filter.

Hand protection
Remarks : The suitability for a specific workplace should be discussed with the producers of the protective gloves.

Eye protection : Eye wash bottle with pure water
Tightly fitting safety goggles

Skin and body protection : Impervious clothing
Choose body protection according to the amount and concentration of the dangerous substance at the work place.

Hygiene measures : When using do not eat or drink.
When using do not smoke.
Wash hands before breaks and at the end of workday.

SECTION 9. PHYSICAL AND CHEMICAL PROPERTIES

Appearance : liquid

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Odour Threshold	: No data available
pH	: No data available
Melting point/freezing point	: No data available
Initial boiling point and boiling range	: No data available
Vapour pressure	: No data available
Flash point	: Greater than 201 °F (94 °C) Method: No information available. Information taken from reference works and the literature.
Upper explosion limit	: No data available
Lower explosion limit	: No data available
Evaporation rate	: No data available
Flammability (solid, gas)	: No data available
Relative vapour density	: No data available
Relative Density/Specific Gravity	: No data available
Density	: 0.9634 g/cm3 (77 °F (25 °C))
Solubility(ies)	
Water solubility	: No data available
Solubility in other solvents	: No data available
Partition coefficient: n-octanol/water	: No data available
Ignition temperature	: No data available
Thermal decomposition	: No data available
Viscosity	
Viscosity, dynamic	: No data available
Viscosity, kinematic	: Greater than 22 mm2/s (104 °F (40 °C))

Tyfo®-PWR Part B - 12 lbs

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Revision Date 02/27/2018

Print Date 04/13/2018

SECTION 10. STABILITY AND REACTIVITY

Reactivity	: No decomposition if stored and applied as directed.
Chemical stability	: No decomposition if stored and applied as directed.
Possibility of hazardous reactions	: No decomposition if stored and applied as directed.
Conditions to avoid	: No data available
Hazardous decomposition products	: The by-products expected in incomplete pyrolysis or combustion of epoxy resins are mainly phenolics, CO and water.

SECTION 11. TOXICOLOGICAL INFORMATION**Information on likely routes of exposure**

Inhalation
Skin contact
Eyes

Acute toxicity**Product:**

Acute oral toxicity : Acute toxicity estimate : > 5,000 mg/kg
Method: Calculation method

Acute dermal toxicity : Acute toxicity estimate : > 5,000 mg/kg
Method: Calculation method

Components:**149-57-5 2-Ethylhexanoic acid:**

Acute oral toxicity : LD50 (Rat): 3,000 mg/kg

Acute dermal toxicity : LD50 (Rabbit): 1.260 mg/kg

LD50 (Rat, male and female): 2,001 mg/kg
Method: OECD Test Guideline 402
GLP: yes

Skin corrosion/irritation**Components:****149-57-5 2-Ethylhexanoic acid:**

Species: Rabbit
Result: Mild skin irritation

Species: Rabbit

SAFETY DATA SHEET



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Method: OECD Test Guideline 404
Result: No skin irritation
GLP: yes

Serious eye damage/eye irritation

Components:

149-57-5 2-Ethylhexanoic acid:

Species: Rabbit
Result: Severe eye irritation
Method: Draize Test

Species: Rabbit
Result: No eye irritation
Method: OECD Test Guideline 405
GLP: yes

Respiratory or skin sensitisation

Components:

149-57-5 2-Ethylhexanoic acid:

Test Type: Maximisation Test
Exposure routes: Dermal
Species: Guinea pig
Method: OECD Test Guideline 406
Result: Does not cause skin sensitisation.
GLP: yes

Carcinogenicity

IARC	No component of this product present at levels greater than or equal to 0.1% is identified as probable, possible or confirmed human carcinogen by IARC.
ACGIH	No component of this product present at levels greater than or equal to 0.1% is identified as a carcinogen or potential carcinogen by ACGIH.
OSHA	No component of this product present at levels greater than or equal to 0.1% is on OSHA's list of regulated carcinogens.
NTP	No component of this product present at levels greater than or equal to 0.1% is identified as a known or anticipated carcinogen by NTP.

Further information

Product:

Remarks: No data available

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SECTION 12. ECOLOGICAL INFORMATION

Ecotoxicity

No data available

Persistence and degradability

No data available

Bioaccumulative potential

No data available

Mobility in soil

No data available

Other adverse effects

No data available

Product:

Regulation

40 CFR Protection of Environment; Part 82 Protection of Stratospheric Ozone - CAA Section 602 Class I Substances

Remarks

This product neither contains, nor was manufactured with a Class I or Class II ODS as defined by the U.S. Clean Air Act Section 602 (40 CFR 82, Subpt. A, App.A + B).

Additional ecological information

: No data available

SECTION 13. DISPOSAL CONSIDERATIONS

Disposal methods

EPA Hazardous Waste Code(s)

: none

Waste from residues

: Do not dispose of waste into sewer.
Do not contaminate ponds, waterways or ditches with chemical or used container.
Send to a licensed waste management company.

Contaminated packaging

: Empty remaining contents.
Dispose of as unused product.
Do not re-use empty containers.

SECTION 14. TRANSPORT INFORMATION

International Regulations

IATA-DGR

Not regulated as a dangerous good

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IMDG-Code

Not regulated as a dangerous good

Transport in bulk according to Annex II of MARPOL 73/78 and the IBC Code

Not applicable for product as supplied.

National Regulations

49 CFR

Not regulated as a dangerous good

SECTION 15. REGULATORY INFORMATION

EPCRA - Emergency Planning and Community Right-to-Know Act

US. EPA CERCLA Hazardous Substances (40 CFR 302)

This material does not contain any components with a CERCLA RQ.

SARA 304 - Emergency Release Notification

This material does not contain any components with a section 304 EHS RQ.

US. EPA Emergency Planning and Community Right-To-Know Act (EPCRA) SARA Title III Section 302 Extremely Hazardous Substance (40 CFR 355, Appendix A)

This material does not contain any components with a SARA 302 RQ.

SARA 311/312 Hazards : Per the June 13, 2016 Federal Register notice, EPA harmonized the EPCRA 311/312 hazard categories with the 2012 OSHA hazard communication standard for classifying and labeling of chemicals (i.e. GHS). Please refer to Section 2 of the SDS to identify the appropriate hazard categories for reporting purposes.

SARA 302 : No chemicals in this material are subject to the reporting requirements of SARA Title III, Section 302.

SARA 313 : This material does not contain any chemical components with known CAS numbers that exceed the threshold (De Minimis) reporting levels established by SARA Title III, Section 313.

Clean Air Act

This product does not contain any hazardous air pollutants (HAP), as defined by the U.S. Clean Air Act Section 112 (40 CFR 61).

This product does not contain any chemicals listed under the U.S. Clean Air Act Section 112(r) for Accidental Release Prevention (40 CFR 68.130, Subpart F).

This product does not contain any chemicals listed under the U.S. Clean Air Act Section 111 SOCM I Intermediate or Final VOC's (40 CFR 60.489).

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Non-volatile (Wt) : Refer to the product technical data sheet for VOC information.

US State Regulations

Massachusetts Right To Know

No components are subject to the Massachusetts Right to Know Act.

Pennsylvania Right To Know

2-ethylhexanoic acid, compound with 2,4,6- 51365-70-9
tris[(dimethylamino)methyl]phenol
2-Ethylhexanoic acid 149-57-5

New Jersey Right To Know

2-ethylhexanoic acid, compound with 2,4,6- 51365-70-9
tris[(dimethylamino)methyl]phenol
2-Ethylhexanoic acid 149-57-5

New Jersey Trade Secret : NOT APPLICABLE
Registry Number for the
product (NJ TSRN)

California Prop 65 : This product does not contain any chemicals known to State
of California to cause cancer, birth defects, or any other
reproductive harm.

The components of this product are reported in the following inventories:

TSCA : We certify that all of the components of this product are either
listed on the TSCA Inventory or are not subject to the
notification requirements per 40 CFR 720 30(h).

Section 4 / 12(b) : Not applicable

Section 5 : Not applicable

DSL : We certify that all of the components of this product are listed
on the DSL.

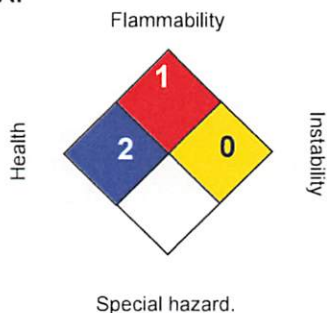
: Complex of 2,4,6-Tris-(dimethylamino)-methylphenol and
ethylhexanoic acid

Tyfo®-PWR Part B - 12 lbs

Version 4

Revision Date 02/27/2018

Print Date 04/13/2018

SECTION 16. OTHER INFORMATION**Further information****NFPA:****HMIS III:**

HEALTH	2*
FLAMMABILITY	1
PHYSICAL HAZARD	0

0 = not significant, 1 = Slight,
2 = Moderate, 3 = High
4 = Extreme, * = Chronic

Revision Date : 02/27/2018

The information provided in this Safety Data Sheet is correct to the best of our knowledge, information and belief at the date of its publication. The information given is designed only as a guidance for safe handling, use, processing, storage, transportation, disposal and release and is not to be considered a warranty or quality specification. The information relates only to the specific material designated and may not be valid for such material used in combination with any other materials or in any process, unless specified in the text.

Technical Data Sheet
Engineering Materials

Tyfo[®]-PWR

Two-Component Epoxy CIPP Compound

ELANTAS PDG, Inc.
5200 North Second Street
St. Louis, MO 63147
USA
Tel +1 314 621-5700
Fax +1 314 436-1030
info.elantas.pdg@altana.com
www.elantas.com

Tyfo[®]-PWR

Product Description

Tyfo[®]-PWR is a two-component, heat-curing, 100%-solids epoxy system.

Areas of Application

Impregnation of fiber and felt liners for cured-in-place pipe (CIPP)

Features and Benefits

- Designed for on-site application and trenchless repair of pipes
- Good workable pot life
- Compatible with moist surfaces
- NSF approved for potable water applications

Transportation / Storage

Store below 25°C / 77°F in a dry controlled environment out of direct sunlight. This material should be suitable for use stored under these conditions in the original sealed containers for twelve (12) months from the date of shipment.

Failure to store this product as recommended above may lead to deterioration in product performance.

Mix individual components thoroughly before use.

Health / Safety

Refer to the Safety Data Sheet.

See ELANTAS PDG Technical Bulletins *TI-100 - Handling Precautions for Epoxy Resins* and *TI-4005 - Epoxy Reaction Potential Hazards* for additional information.

Typical Properties of Material as Supplied

Property	Conditions	Value		Units
		Tyfo [®] -PWR Part A	Tyfo [®] -PWR Part B	
Viscosity	25°C / 77°F	2,400 – 3,600	500 - 800	cP
Weight per Gallon	25°C / 77°F	9.50 – 9.80	8.00 – 8.10	pounds
Flash Point	ASTM D93	> 94 > 201	> 94 > 201	°C °F
Mix Ratio	Parts by weight	100	4	

Typical Properties of Mixed Materials

Property	Conditions	Value	Units
Gel Time (200 mL)	25°C / 77°F	50 - 60	hours
Volatile Organic Content	ASTM D6053	< 0.1 ^[1]	pounds / gallon

^[1] VOC test methods and limits vary widely by regulatory jurisdiction and product application. The value above was obtained by curing a thin film under specific laboratory conditions (2 grams - 1 hour - 150°C). Contact your ELANTAS PDG representative regarding alternate methods.

Tyfo®-PWR

Processing / Curing Schedule

Tyfo®-PWR Part A and Tyfo®-PWR Part B should be conditioned before use by cooling to 15 – 20°C / 59 – 68°C. Add Part B to Part A in the ratio specified above using meter mix equipment or a mixing tank equipped with a mechanical mixer. Mix until homogenous (typically 4 - 6 minutes).

Keep mixture below 25°C / 77°F to maximize available pot life for application.

Saturate the pipe liner with the mixture, using vacuum if desired for improved penetration. Calendar, if necessary, to remove excess liquid.

Insert liner into pipe, maintaining air or water pressure to assure contact with the pipe surface. The system will cure at room temperature in 48 - 72 hours but a heat cure, with either hot water or steam, is recommended for best performance:

Cure: 4 hours at 90°C / 194°F

Pressure should be maintained during cool down to avoid collapse of the liner. This may require 8 – 10 hours depending on ambient temperature and the thickness of the liner.

The cure schedule above is based on time after the unit reaches the specified temperature and is a recommendation only. The user is responsible for determining the optimum cure conditions for his application.

Typical Mechanical Properties – Specimens cured 4 hours at 90°C / 194°F

Property	Test Method	Conditions	Value	Units
Shore Hardness	ASTM D2240	25°C / 77°F	D 83	
Linear Shrinkage	ASTM D2566		< 1	%
Tensile Strength	ASTM D638	25°C / 77°F	9,600	psi
Elongation	ASTM D638	25°C / 77°F	8	%
Glass Transition Temp. (T _g)	ASTM E831	TMA	77	°C
Coefficient of Thermal Expansion	ASTM E831	below T _g above T _g	70 240	ppm / °C ppm / °C

The above properties are typical values and are not intended for specification use.

ELANTAS PDG, Inc. warrants the chemical composition of its products within stated tolerances, but does not guarantee that a product will be appropriate for any particular application. Any recommendation, performance of tests or suggestion is offered merely as a guide and is not a substitute for a thorough evaluation by the user. No representative of ELANTAS PDG, Inc. has the authority to offer a warranty that a product will perform satisfactorily in manufacturing a product and no such representation should be relied upon.

The user may forward, distribute, and/or photocopy this document only if unaltered and complete, and should refrain from any unauthorized use. This document may not be copied to a website without specific authorization from ELANTAS PDG, Inc.

ALTERNATE PRODUCT BID

Polyester Resin Bid Form

BID FORM 8J: Bid Fees

Item	Description	Unit	Unit Price	
	Day Rate: Multiple Locations	EA	\$ 4,250.00	
Traffic Control/ MOT, Equipment Set-up and Monitoring				
	Mobilization Per Vehicle	EA	\$ 1,850.00	
Sanitary Sewer Manhole & Pipe Preparation/ Plug, Preclean and Video				
	Vac Truck, Pre Clean Sanitary Sewer	LF	\$ 5.00	
	CCTV/Video, Pre Video Sanitary Sewer	LF	\$ 3.00	
Sanitary Sewer CIPP Installation				
	CIPP Liner Equipment Site SET-up Per Run	EA	\$ 450.00	
Sanitary Sewer CIPP 4.5 mm Liner Thickness (used in 2 -14 ft manhole depths)				
				Minimum Footage
	6" Diameter	LF	\$ 72.87	150
	8" Diameter	LF	\$ 59.97	150
	10" Diameter	LF	\$ 64.62	150
	12" Diameter	LF	\$ 68.32	150
	16" Diameter	LF	\$ 80.66	150
	18" Diameter	LF	\$ 91.97	150
	24" Diameter	LF	\$ 115.69	150
Sanitary Sewer CIPP 6 mm Liner Thickness (used in 14-25 ft manhole depths or where more structural integrity is needed)				
				Minimum Footage
	6" Diameter	LF	\$ 79.84	150
	8" Diameter	LF	\$ 62.04	150
	10" Diameter	LF	\$ 67.38	150
	12" Diameter	LF	\$ 72.49	150
	16" Diameter	LF	\$ 92.09	150
	18" Diameter	LF	\$ 97.76	150
	24" Diameter	LF	\$ 125.57	150
Sanitary Sewer CIPP Reinstatement				
	Mainline Lateral Reinstatement	EA	\$ 365.00	
	Mainline Invert Reinstatement	EA	\$ 865.00	
Sanitary Sewer CIPP Installation Post Video				
	CCTV/Video, Post Video	LF	\$ 2.25	
Additional Services				
	Plugging Mainline 6"-10"	Day	\$ 475.00	
	Plugging Mainline 12"-16"	Day	\$ 895.00	
	Plugging Mainline 18"-24"	Day	\$ 1,295.00	
	Manhole Bypass Pumping 6"-10" Flow	Day	\$ 700.00	
	Manhole Bypass Pumping 12"-16" Flow	Day	\$ 2,400.00	
	Manhole Bypass Pumping 18"-24" Flow	Day	\$ 3,900.00	
	Mainline Hammer Tap/ Extended Lateral Removal	EA	\$ 2,500.00	
	Root Intrusion Removal	HRLY	\$ 275.00	
	Chemical Grout Repairs 6"-10"	EA	\$ 650.00	
	Chemical Grout Repairs 12"-16"	EA	\$ 850.00	
	Chemical Grout Repairs 18"-24"	EA	\$ 1,050.00	
	Additional Video and Reports	EA	\$ 75.00	



Insituform®

An Aeglon Company

Worldwide Pipeline

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Rehabilitation

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102T Series

Polyester Resin

Aug 2020

Polyester Resin for Gravity CIPP Applications

Insituform's 102T Series is a family of polyester resins for gravity sanitary and storm sewer applications. Resins currently approved for the 102T Series include:

AOC L758

Interplastic COR78-AT-559/5XX

AOC L721

Insituform 102T

Typical Resin/Felt Properties

Flexural Strength, psi/MPa	4,500/31.5	ASTM D 790
Flexural Modulus, psi/MPa	400,000/2,760	ASTM D 790

Description

Insituform's 102T Series resins are comprised of filled, thixotropic polyester resins and are excellent applications for sanitary and storm sewers. These resins can also be used in some industrial applications. Polyester resins provide the corrosion resistance required for sanitary sewer applications and also provide the durability needed for long-term applications.

Features

Good physical properties, corrosion resistant, durable, good long-term properties, excellent catalyzed pot life, high heat distortion temperature and high molecular weight.

Safety

Safety guidelines are available in the appropriate Material Safety Data Sheet.

Detailed Information

Detailed information for any of the approved resins in the 102T Series can be provided upon request.



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**102T Series
Polyester Resin
Aug 2020**

**Corrosion Testing for Gravity
CIPP Applications**

Insituform's 102T Series is a family of polyester resins for gravity sanitary and storm sewer applications. Resins currently approved for the 102T Series include:

AOC L758
Interplastic COR78-AT-559/5XX
AOC L721
Insituform 102T

Typical Resin/Felt Properties

Flexural Strength, psi/MPa	4,500/31.5	ASTM D 790
Flexural Modulus, psi/MPa	400,000/2,760	ASTM D 790

Chemical Resistance Testing

CIPP laminates made from each of Insituform's 102T Series resins are tested for chemical resistance in accordance with ASTM F1216 for one month exposure and ASTM D5813 for one year exposure.

Test Results

The results of the ASTM F 1216 and D 5813 chemical corrosion testing are shown in the attached data sheets ASTM F 1216 CORROSION TESTING RESULTS and ASTM D 5813 CORROSION TESTING RESULTS, respectively.

Detailed Information

Detailed information for any of the approved resins in the 102T Series can be provided upon request.

**INSITUFORM TECHNOLOGIES
102T SERIES POLYESTER RESIN
ASTM D 5813 CORROSION TESTING RESULTS**

	AOC L721-LTA		AOC L758-LTI		COR 78-AT-559/5XX		INSITUFORM 102T	
	RETENTION	REQUIREMENT		REQUIREMENT	RETENTION	REQUIREMENT	RETENTION	REQUIREMENT
	VALUE	80%	VALUE	80%	VALUE	80%	VALUE	80%
CONTROL SAMPLE								
Flexural Modulus, psi	619,000		668,000		666,000		742,000	
1% NITRIC ACID								
Flexural Modulus, psi	533,000		561,000		620,000		700,000	
% Retention	86%	PASSED	84%	PASSED	93%	PASSED	94%	PASSED
5% SULFURIC ACID								
Flexural Modulus, psi	562,000		572,000		637,000		728,000	
% Retention	91%	PASSED	86%	PASSED	96%	PASSED	98%	PASSED
100% ASTM FUEL C								
FLEXURAL MODULUS, psi	587,000		666,000		595,000		744,000	
% Retention	95%	PASSED	100%	PASSED	89%	PASSED	100%	PASSED
100% VEGETABLE OIL								
FLEXURAL MODULUS, psi	634,000		665,000		674,000		753,000	
% Retention	102%	PASSED	100%	PASSED	101%	PASSED	101%	PASSED
0.10% DETERGENT								
Flexural Modulus, psi	550,000		591,000		638,000		633,000	
% Retention	89%	PASSED	89%	PASSED	96%	PASSED	85%	PASSED
0.10% SOAP								
Flexural Modulus, psi	553,000		651,000		645,000		654,000	
% Retention	89%	PASSED	98%	PASSED	97%	PASSED	88%	PASSED

August 2020

INSITUFORM TECHNOLOGIES
102T SERIES PLOYESTER RESIN
ASTM F 1216 CORROSION TESTING RESULTS

	AOC L721-LTA		AOC L758-LTI		COR 78-AT-559/5XX		INSITUFORM 102T	
	RETENTION	REQUIREMENT	RETENTION	REQUIREMENT	RETENTION	REQUIREMENT	RETENTION	REQUIREMENT
	VALUE	80%	VALUE	80%	VALUE	80%	VALUE	80%
CONTROL SAMPLE								
FLEXURAL STRENGTH, psi	6,650		6,048		8180		6,896	
FLEXURAL MODULUS, psi	590,000		722,710		665887		750,666	
TAP WATER								
FLEXURAL STRENGTH, psi	7,602		6,353		7896		6,703	
% RETENTION	114%	PASSED	100%	PASSED	97%	PASSED	97%	PASSED
FLEXURAL MODULUS, psi	551,706		632,142		648714		730,936	
% RETENTION	94%	PASSED	88%	PASSED	97%	PASSED	97%	PASSED
5% NITRIC ACID								
FLEXURAL STRENGTH, psi	7,464		5,924		7858		6,281	
% RETENTION	112%	PASSED	98%	PASSED	96%	PASSED	91%	PASSED
FLEXURAL MODULUS, psi	568,565		616,116		640045		755,552	
% RETENTION	96%	PASSED	85%	PASSED	96%	PASSED	101%	PASSED
10% PHOSPHORIC ACID								
FLEXURAL STRENGTH, psi	7,623		6,291		7709		7,177	
% RETENTION	115%	PASSED	100%	PASSED	94%	PASSED	104%	PASSED
FLEXURAL MODULUS, psi	544,623		678,126		663334		757,194	
% RETENTION	92%	PASSED	94%	PASSED	100%	PASSED	101%	PASSED
10% SULFURIC ACID								
FLEXURAL STRENGTH, psi	7,557		6,236		7774		6,989	
% RETENTION	114%	PASSED	100%	PASSED	95%	PASSED	101%	PASSED
FLEXURAL MODULUS, psi	575,028		646,307		667650		745,008	
% RETENTION	97%	PASSED	90%	PASSED	100%	PASSED	99%	PASSED
100% GASOLINE								
FLEXURAL STRENGTH, psi	8,397		6,576		8527		7,639	
% RETENTION	126%	PASSED	100%	PASSED	104%	PASSED	111%	PASSED
FLEXURAL MODULUS, psi	599,527		695,498		656421		765,138	
% RETENTION	102%	PASSED	96%	PASSED	99%	PASSED	102%	PASSED
100% VEGETABLE OIL								
FLEXURAL STRENGTH, psi	7,852		6,460		8039		6,772	
% RETENTION	118%	PASSED	100%	PASSED	98%	PASSED	98%	PASSED
FLEXURAL MODULUS, psi	624,613		685,065		675249		759,969	
% RETENTION	106%	PASSED	95%	PASSED	101%	PASSED	101%	PASSED
0.1% DETERGENT								
FLEXURAL STRENGTH, psi	7,125		6,396		7697		6,712	
% RETENTION	107%	PASSED	100%	PASSED	94%	PASSED	97%	PASSED
FLEXURAL MODULUS, psi	548,941		682,070		638719		737,963	
% RETENTION	93%	PASSED	94%	PASSED	96%	PASSED	98%	PASSED
0.1% SOAP								
FLEXURAL STRENGTH, psi	6,771		5,906		7778		7,164	
% RETENTION	101%	PASSED	98%	PASSED	95%	PASSED	104%	PASSED
FLEXURAL MODULUS, psi	562,800		649,337		644970		767,237	
% RETENTION	95%	PASSED	90%	PASSED	97%	PASSED	102%	PASSED

NOTE: Testing was completed in accordance with ASTM D543

August 2020



Worldwide Pipeline

17999 Edison Ave.

Tel: (636) 530-8000

Rehabilitation

Chesterfield, MO 63005

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**102T Series
Polyester Resin
Aug 2020**

Flexural Creep Testing for Gravity CIPP Applications

Insituform's 102T Series is a family of polyester resins for gravity sanitary and storm sewer applications. Resins currently approved for the 102T Series include:

AOC L758
Interplastic COR78-AT-559/5XX
AOC L721
Insituform 102T

Typical Resin/Felt Properties

Flexural Strength, psi/MPa	4,500/31.5	ASTM D 790
Flexural Modulus, psi/MPa	400,000/2,760	ASTM D 790

Flexural Creep Testing

CIPP laminates made from each of Insituform's 102T Series resins were tested for flexural creep in accordance with ASTM D2990 for 10,000 hours.

Test Results

The results of tests for each group of laminates were plotted from 100 hours to 10,000 hours on a log/log graph, and a linear trend line was created. The 50 year flexural creep modulus was estimated by extending the linear regression to 50 years.

Safety

Safety guidelines are available in the appropriate Material Safety Data Sheet.

Detailed Information

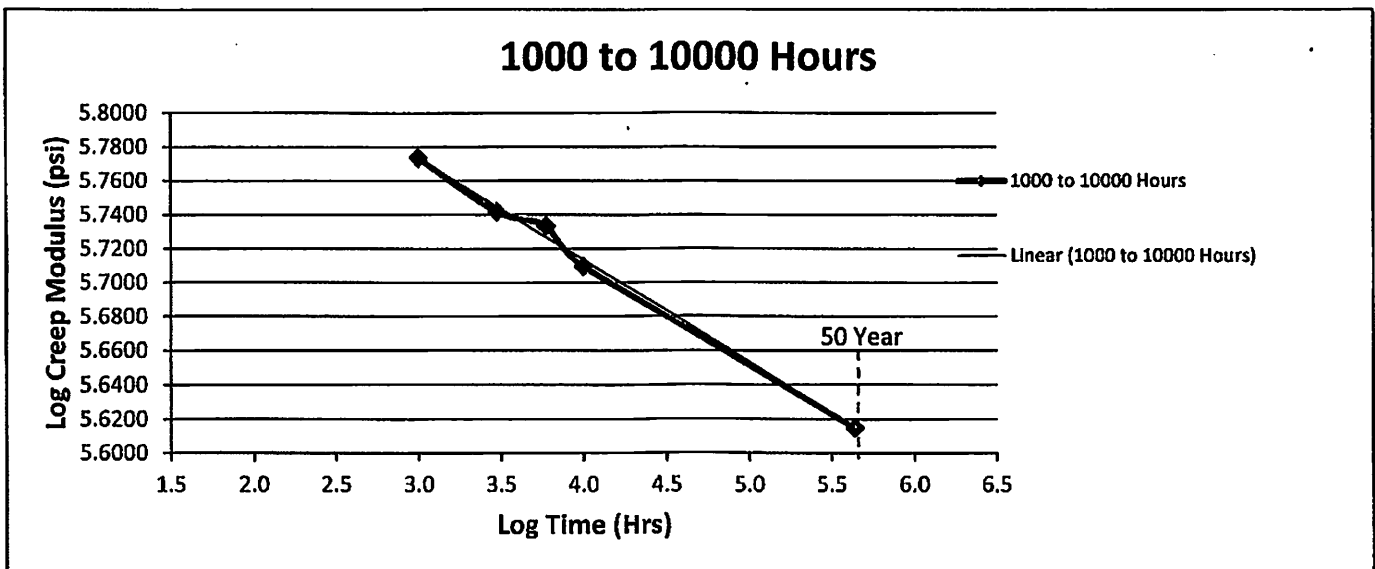
Detailed information for any of the approved resins in the 102T Series can be provided upon request.

ASTM D 2990 Creep Modulus Data
Insituform 102 T/TA Polyester Resin
Insituform-102 Series Resin
CENTRE for ADVANCEMENT of TRENCHLESS TECHNOLOGIES
Test Reporting Date May 1, 2005

Elapsed Time (hours)	Flex Displ Avg (in)	Flex Creep Mod Avg (psi)	Log Values	
			Time	Modulus
1000	0.7240	593614	3.0000	5.7735
3000	0.7767	552208	3.4771	5.7421
6000	0.7920	541394	3.7782	5.7335
10000	0.8350	512511	4.0000	5.7097
438000		412000	5.6415	5.6149

50-year projected creep modulus = 412,000 psi

Note: Data available in full report

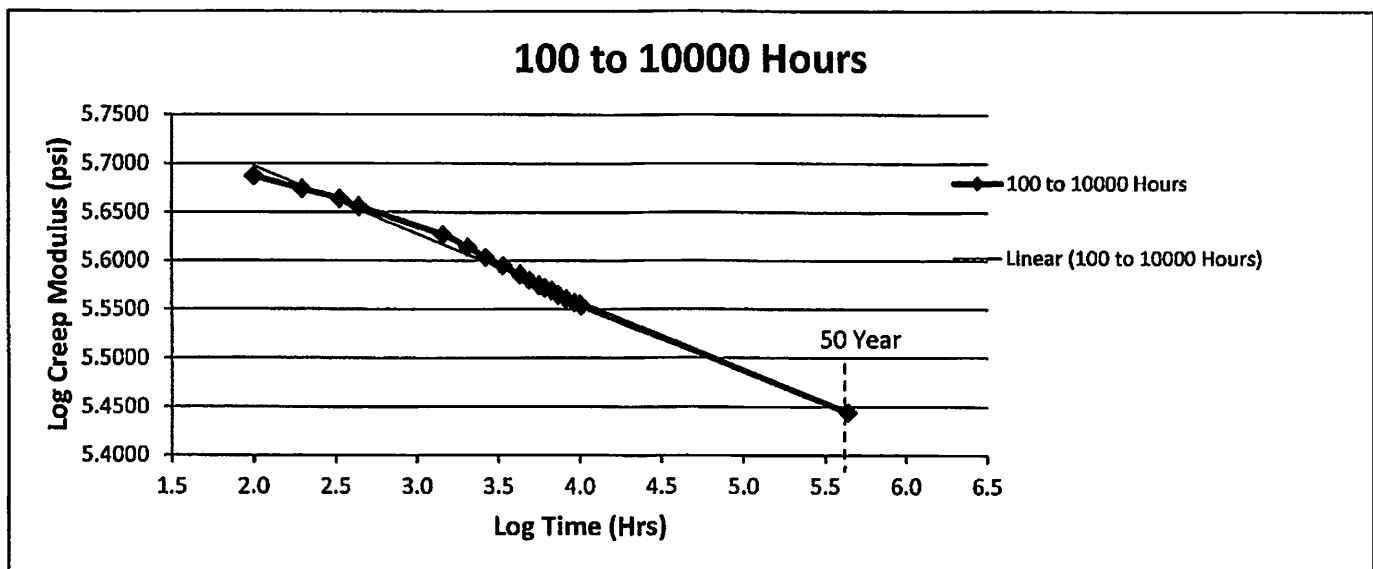


ASTM D 2990 Creep Modulus Data
AOC L721-LT Polyester Resin
Insituform 102 Series Resin
Microbac

Test Reporting Date December 13, 2011

Elapsed Time (hours)	Flex Displ Avg (in)	Flex Creep Mod Avg (psi)	Log Values	
			Time	Modulus
100	0.4277	486685	2.0004	5.6872
196	0.4268	472531	2.2911	5.6744
335	0.4260	461658	2.5244	5.6643
437	0.4254	453185	2.6404	5.6563
1441	0.4231	423727	3.1586	5.6271
2043	0.4220	411252	3.3102	5.6141
2620	0.4211	401484	3.4183	5.6037
3362	0.4203	393836	3.5266	5.5953
4293	0.4195	385482	3.6328	5.5860
4892	0.4190	380492	3.6895	5.5803
5640	0.4185	375809	3.7513	5.5750
6122	0.4182	373235	3.7869	5.5720
6718	0.4180	371235	3.8272	5.5696
7415	0.4175	367127	3.8701	5.5648
8230	0.4171	363806	3.9154	5.5609
9270	0.4168	360535	3.9671	5.5569
9913	0.4166	359357	3.9962	5.5555
10179	0.4165	358178	4.0077	5.5541
438000		278,100	5.6415	5.4442

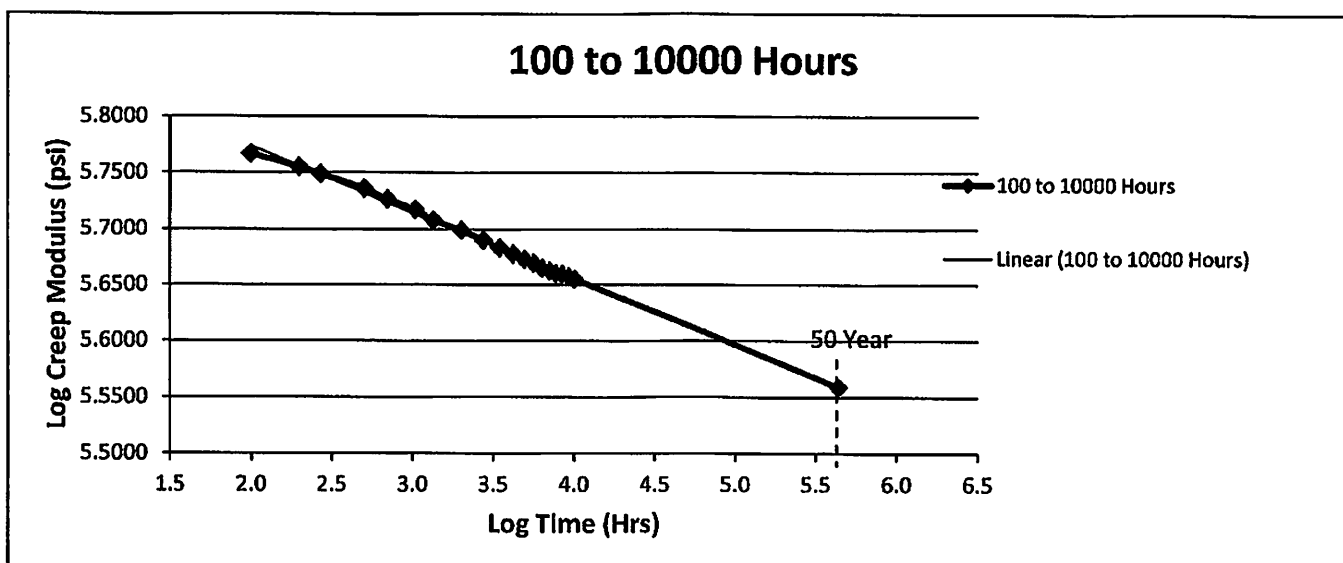
50-year projected creep modulus = 278,100 psi



ASTM D 2990 Creep Modulus Data
AOC L758-LTI Polyester Resin
Insituform 102 Series Resin
Hauser Laboratories Boulder, CO
Test Reporting Date August 17, 2005

Elapsed Time (hours)	Displacement Avg (in)	Creep Modulus Avg (psi)	Log Values	
			Time	Modulus
99	0.0290	584660	1.9948	5.7669
197	0.0298	569260	2.2953	5.7553
268	0.0303	560940	2.4285	5.7489
500	0.0312	544620	2.6993	5.7361
698	0.0318	533000	2.8440	5.7267
1037	0.0325	522140	3.0157	5.7178
1343	0.0932	510740	3.1281	5.7082
2014	0.0339	500180	3.3040	5.6991
2758	0.0346	489720	3.4406	5.6899
3458	0.0352	482240	3.5388	5.6833
4200	0.0356	476220	3.6233	5.6778
4925	0.0360	471140	3.6924	5.6731
5637	0.0363	467240	3.7510	5.6695
6381	0.0367	462120	3.8049	5.6648
7102	0.0369	459640	3.8514	5.6624
7751	0.0371	457380	3.8894	5.6603
8493	0.0372	456440	3.9291	5.6594
9262	0.0373	454440	3.9667	5.6575
10011	0.0375	452500	4.0005	5.6556
438000		362300	5.6415	5.5591

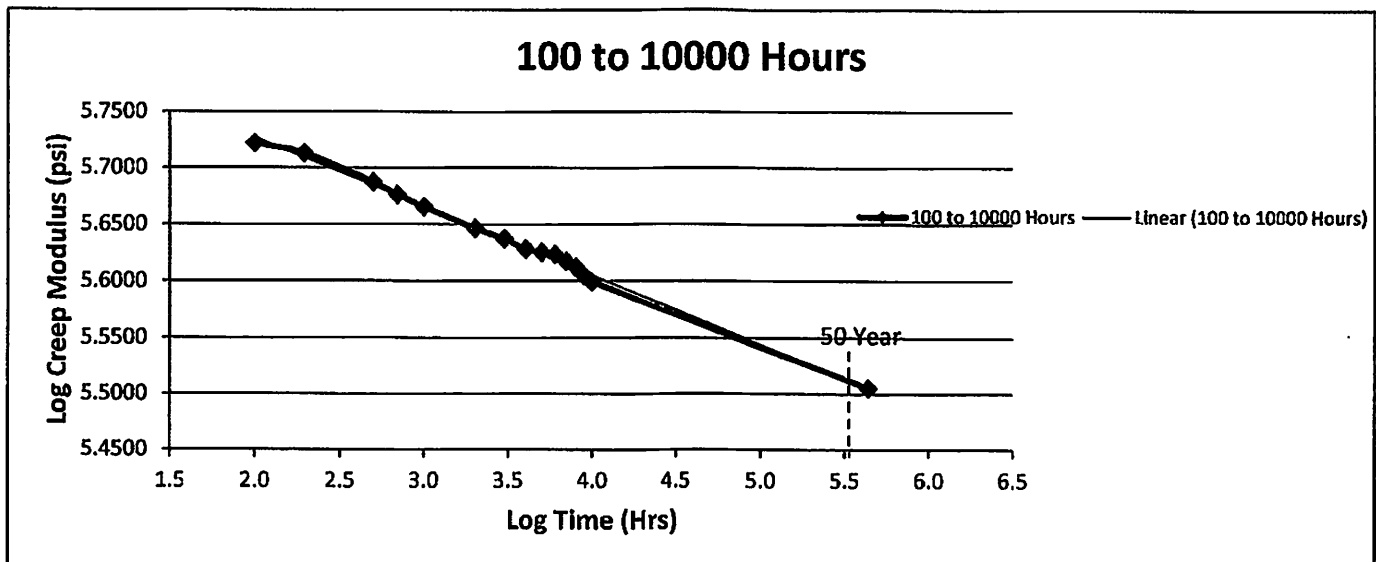
50-year projected creep modulus = 362,300 psi



ASTM D 2990 Creep Modulus Data
Interplastic COR 78-AT-559/5XX Polyester Resin
Insituform-102 Series Resin
Interplastic Corporation Thermoset Resins Division
Test Reporting Date September 18, 2012

Elapsed Time (hours)	Displacement Avg (in)	Creep Modulus Avg (psi)	Log Values	
			Time	Modulus
100	no data	527400	2.0000	5.7221
196	available	516500	2.2923	5.7131
500		486900	2.6990	5.6874
700		474600	2.8451	5.6763
1004		463100	3.0017	5.6657
2012		443300	3.3036	5.6467
3019		433900	3.4799	5.6374
4028		424900	3.6051	5.6283
5036		422000	3.7021	5.6253
6044		420400	3.7813	5.6237
7052		414400	3.8483	5.6174
8059		409400	3.9063	5.6121
9000		402700	3.9542	5.6050
10003		397800	4.0001	5.5997
438000		320200	5.6415	5.5054

50-year projected creep modulus = 320,200



Product Information

Isophthalic Based Resin for Underground Sewer Pipe Liners

TYPICAL LIQUID RESIN PROPERTIES

	Nominal	Test Method
Flexural Strength, psi/MPa	4,500/31.5	ASTM D 790
Flexural Modulus, psi/GPa	400,000/2.7	ASTM D 790

*Typical properties are not to be construed as specifications.

DESCRIPTION

AOC's 102 T Filled is a high molecular weight isophthalic unsaturated polyester resin that was developed for Insituform Technologies, Inc. and their licensees. 102 T Filled provides the corrosion resistance, durability and toughness that is required in this demanding application. Using recommended catalyst systems and temperatures, up to 50 hours of catalyzed pot life may be obtained. 102 T Filled thixotropic properties reduce resin pooling while providing superior PET felt wet-out.

FEATURES

- Excellent catalyzed pot life
- Superior mechanical properties
- High molecular weight
- High heat distortion temperature

APPLICATION

- Sewer pipe liners



PERFORMANCE GUIDELINES

Consistent shop conditions contribute to consistent gel times.

STORAGE STABILITY

Resins are stable for three months from date of production when stored in the original containers away from sunlight at no more than 70°F/21°C. After extended storage, some drift may occur in gel time. During the hot summer months, no more than two months stability at 86°F/30°C should be anticipated.

SAFETY

See appropriate Material Safety Data Sheet for guidelines.

ISO 9001:2000 CERTIFIED

The Quality Management Systems at every AOC manufacturing facility have been certified as meeting ISO 9001:2000 standards. This certification recognizes that each AOC facility has an internationally accepted model in place for managing and assuring quality. We follow the practices set forth in this model to add value to the resins we make for our customers.

Global Contacts

Insitutufom® CIPP (CURED)

Safety Data Sheet

according to Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules and Regulations

SECTION 5: Firefighting measures

5.1. Extinguishing media

No additional information available

5.2. Special hazards arising from the substance or mixture

- Fire hazard : Not considered flammable, but may burn at high temperatures.
- Explosion hazard : Product is not explosive.
- Reactivity : The product is non-reactive under normal conditions of use, storage and transport.

5.3. Advice for firefighters

- Firefighting instructions : Exercise caution when fighting any chemical fire.
- Protection during firefighting : Do not enter fire area without proper protective equipment, including respiratory protection.

SECTION 6: Accidental release measures

6.1. Personal precautions, protective equipment and emergency procedures

- General measures : Do not breathe fumes from fires or vapors from decomposition. Avoid prolonged contact with eyes, skin and clothing.

6.1.1. For non-emergency personnel

- Protective equipment : Use appropriate personal protection equipment (PPE). Evacuate unnecessary personnel.
- Emergency procedures : Ventilate spillage area.

6.1.2. For emergency responders

- Protective equipment : Do not attempt to take action without suitable protective equipment.
- Emergency procedures : Ventilate area.

6.2. Environmental precautions

None known.

6.3. Methods and material for containment and cleaning up

- For containment : Contain and collect as any solid.
- Methods for cleaning up : Clean up spills immediately and dispose of waste safely.

6.4. Reference to other sections

For further information refer to section 8: "Exposure controls/personal protection".

SECTION 7: Handling and storage

7.1. Precautions for safe handling

- Additional hazards when processed : When heated to decomposition, emits toxic fumes.
- Hygiene measures : Do not eat, drink or smoke when using this product. Always wash hands after handling the product.

7.2. Conditions for safe storage, including any incompatibilities

- Storage conditions : Store in a dry, cool and well-ventilated place.
- Incompatible products : Strong acids. Strong bases. Strong oxidizers.

SECTION 8: Exposure controls/personal protection

8.1. Control parameters

Titanium Dioxide (13463-67-7)		
ACGIH	ACGIH TWA (mg/m ³)	10 mg/m ³ (Titanium dioxide; USA; Time-weighted average exposure limit 8 h; TLV - Adopted Value)
ACGIH	Remark (ACGIH)	LRT irr; A3
OSHA	OSHA PEL (TWA) (mg/m ³)	15 mg/m ³

8.2. Exposure controls

- Appropriate engineering controls : Ensure good ventilation of the work station.

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Personal protective equipment

: Gloves, Safety glasses.



Hand protection

: Protective gloves.

Eye protection

: Safety glasses.

Respiratory protection

: None required under normal product handling conditions. If exposure limits are exceeded or irritation is experienced, approved respiratory protection should be worn.

SECTION 9: Physical and chemical properties

9.1. Information on basic physical and chemical properties

Physical state	: Solid
Appearance	: White polyester fiber tube containing cured resin.
Color	: Blue; White
Odor	: No data available
Odor threshold	: No data available
pH	: No data available
Melting point	: No data available
Freezing point	: Not applicable
Boiling point	: No data available
Flash point	: Not applicable
Relative evaporation rate (butyl acetate=1)	: No data available
Flammability (solid, gas)	: No data available
Explosion limits	: Not applicable
Explosive properties	: No data available
Oxidizing properties	: No data available
Vapor pressure	: No data available
Relative density	: Not applicable
Relative vapor density at 20 °C	: No data available
Solubility	: No data available
Log Pow	: No data available
Auto-ignition temperature	: Not applicable
Decomposition temperature	: No data available
Viscosity	: No data available
Viscosity, kinematic	: Not applicable
Viscosity, dynamic	: No data available

9.2. Other information

No additional information available

SECTION 10: Stability and reactivity

10.1. Reactivity

The product is non-reactive under normal conditions of use, storage and transport.

10.2. Chemical stability

Stable under normal conditions.

10.3. Possibility of hazardous reactions

No dangerous reactions known under normal conditions of use.

10.4. Conditions to avoid

None under recommended storage and handling conditions (see section 7).

10.5. Incompatible materials

No additional information available

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10.6. Hazardous decomposition products

Under normal conditions of storage and use, hazardous decomposition products should not be produced.

SECTION 11: Toxicological information

11.1. Information on toxicological effects

Acute toxicity : Not classified

Titanium Dioxide (13463-67-7)	
LD50 oral rat	> 10000 mg/kg (Rat; OECD 425: Acute Oral Toxicity; Up-and-Down Procedure; Experimental value; > 5000 mg/kg bodyweight; Rat; Experimental value)
LD50 dermal rabbit	> 10000 mg/kg (Rabbit; Literature study)
LC50 inhalation rat (mg/l)	> 6.8 mg/l/4h (Rat; Experimental value)

Skin corrosion/irritation : Not classified
Serious eye damage/irritation : Not classified
Respiratory or skin sensitization : Not classified
Germ cell mutagenicity : Not classified
Carcinogenicity : Suspected of causing cancer.

Titanium Dioxide (13463-67-7)	
IARC group	2B - Possibly carcinogenic to humans

Reproductive toxicity : Not classified
Specific target organ toxicity (single exposure) : Not classified
Specific target organ toxicity (repeated exposure) : Not classified
Aspiration hazard : Not classified
Symptoms/injuries after inhalation : Not expected to present a significant inhalation hazard under anticipated conditions of normal use.
Symptoms/injuries after skin contact : Product is not irritating for the skin.
Symptoms/injuries after eye contact : Eye contact is not considered a potential route of exposure.
Chronic symptoms : None known.

SECTION 12: Ecological information

12.1. Toxicity

Ecology - general : The product is not considered harmful to aquatic organisms or to cause long-term adverse effects in the environment.

Titanium Dioxide (13463-67-7)	
EC50 Daphnia 1	> 100 mg/l (LC50; Equivalent or similar to OECD 202; 48 h; Daphnia magna; Static system; Fresh water; Weight of evidence)
Threshold limit algae 1	61 mg/l (EC50; Other; 72 h; Pseudokirchneriella subcapitata; Static system; Fresh water; Experimental value)

12.2. Persistence and degradability

Titanium Dioxide (13463-67-7)	
Persistence and degradability	Biodegradability: not applicable. Low potential for mobility in soil.
Biochemical oxygen demand (BOD)	Not applicable
Chemical oxygen demand (COD)	Not applicable
ThOD	Not applicable

12.3. Bioaccumulative potential

Titanium Dioxide (13463-67-7)	
Bioaccumulative potential	Not bioaccumulative.

12.4. Mobility in soil

No additional information available

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12.5. Other adverse effects

Effect on the global warming : No known ecological damage caused by this product.

SECTION 13: Disposal considerations

13.1. Waste treatment methods

Waste treatment methods : Dispose of contents/container in accordance with local, state, and federal regulations.

SECTION 14: Transport information

Department of Transportation (DOT)

In accordance with DOT

Not regulated for transport

TDG

TDG Primary Hazard Classes : Not regulated for transport

Transport by sea

Class (IMDG) : Not regulated for transport

Air transport

Class (IATA) : Not regulated for transport

SECTION 15: Regulatory information

15.1. US Federal regulations

Titanium Dioxide (13463-67-7)

Listed on the United States TSCA (Toxic Substances Control Act) inventory

Propylene ethylene copolymer (9010-79-1)

Listed on the United States TSCA (Toxic Substances Control Act) inventory

15.2. International regulations

CANADA

No additional information available

EU-Regulations

No additional information available

National regulations

Titanium Dioxide (13463-67-7)

Listed on IARC (International Agency for Research on Cancer)

15.3. US State regulations

Titanium Dioxide (13463-67-7)

U.S. - New Jersey - Right to Know Hazardous Substance List

SECTION 16: Other information

Other information : This document has been prepared in accordance with the SDS requirements of the OSHA Hazard Communication Standard 29 CFR 1910.1200.

SDS US (GHS HazCom 2012)

This information is based on our current knowledge and is intended to describe the product for the purposes of health, safety and environmental requirements only. It should not therefore be construed as guaranteeing any specific property of the product



Insituform
an AEGION company

Insituform® CIPP (Uncured)

Safety Data Sheet

According To Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules And Regulations
Revision Date: 08/10/2015 Date of issue: 08/10/2015

Version: 1.0

SECTION 1: IDENTIFICATION

1.1. Product Identifier

Product Form: Mixture

Product Name: Insituform® CIPP (Uncured)

Product Code: Impregnated Insitutube Product (Polyester Filled)

1.2. Intended Use of the Product

Use of the substance/mixture: Sewer rehabilitation. For professional use only.

1.3. Name, Address, and Telephone of the Responsible Party

Company

Insituform Technologies, LLC

17988 Edison Ave.

Chesterfield, MO 63005

T: 636.530.8000

www.insituform.com

1.4. Emergency Telephone Number

Emergency Number : 877.576.2653

SECTION 2: HAZARDS IDENTIFICATION

2.1. Classification of the Substance or Mixture

Classification (GHS-US)

Flam. Liq. 3 H226

Skin Irrit. 2 H315

Eye Irrit. 2A H319

Skin Sens. 1 H317

Carc. 2 H351

STOT SE 3 H335

STOT RE 1 H372

Asp. Tox. 1 H304

Full text of H-phrases: see section 16

2.2. Label Elements

GHS-US Labeling

Hazard Pictograms (GHS-US)



Signal Word (GHS-US)

Hazard Statements (GHS-US)

: Danger

: H226 - Flammable liquid and vapor.

H304 - May be fatal if swallowed and enters airways.

H315 - Causes skin irritation.

H317 - May cause an allergic skin reaction.

H319 - Causes serious eye irritation.

H335 - May cause respiratory irritation.

H351 - Suspected of causing cancer.

H372 - Causes damage to organs through prolonged or repeated exposure.

Precautionary Statements (GHS-US)

: P201 - Obtain special instructions before use.

P202 - Do not handle until all safety precautions have been read and understood.

P210 - Keep away from extremely high or low temperatures, ignition sources, and incompatible materials. - No smoking.

P233 - Keep container tightly closed.

P240 - Ground/bond container and receiving equipment.

P241 - Use explosion-proof electrical, ventilating, and lighting equipment.

P242 - Use only non-sparking tools.

P243 - Take precautionary measures against static discharge.

P260 - Do not breathe vapors, mist, or spray.

P264 - Wash hands, forearms, and other exposed areas thoroughly after handling.

P270 - Do not eat, drink or smoke when using this product.

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P271 - Use only outdoors or in a well-ventilated area.
P272 - Contaminated work clothing must not be allowed out of the workplace.
P273 - Avoid release to the environment.
P280 - Wear protective gloves, protective clothing, and eye protection.
P301+P310 - IF SWALLOWED: Immediately call a poison center or doctor.
P303+P361+P353 - IF ON SKIN (or hair): Take off immediately all contaminated clothing. Rinse skin with water/shower.
P304+P340 - IF INHALED: Remove person to fresh air and keep at rest in a position comfortable for breathing.
P305+P351+P338 - IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing.
P308+P313 - If exposed or concerned: Get medical advice/attention.
P331 - Do NOT induce vomiting.
P362+P364 - Take off contaminated clothing and wash it before reuse.
P370+P378 - In case of fire: Use alcohol resistant foam, carbon dioxide (CO₂), extinguishing powder to extinguish.
P391 - Collect spillage.
P403+P235 - Store in a well-ventilated place. Keep cool.
P405 - Store locked up.
P501 - Dispose of contents/container in accordance with local, regional, national, and international regulations.

2.3. Other Hazards

This material contains organic peroxides. Heating may cause hazardous decomposition. Hazardous decomposition products from peroxides are flammable and can be explosive under confinement. Exposure may aggravate those with pre-existing eye, skin, or respiratory conditions.

2.4. Unknown Acute Toxicity (GHS-US)

No data available

SECTION 3: COMPOSITION/INFORMATION ON INGREDIENTS

3.1. Substance

Not applicable

3.2. Mixture

Name	Product Identifier	%	Classification (GHS-US)
Styrene	(CAS No) 100-42-5	< 45	Flam. Liq. 3, H226 Acute Tox. 4 (Oral), H302 Acute Tox. 4 (Inhalation: vapor), H332 Skin Irrit. 2, H315 Eye Irrit. 2A, H319 Carc. 2, H351 STOT SE 3, H335 STOT RE 1, H372 Asp. Tox. 1, H304 Aquatic Acute 2, H401 Aquatic Chronic 3, H412
Talc	Proprietary	<= 30	Not classified
Proprietary 1 – Organic Peroxide	Proprietary	<= 3	Org. Perox. C, H242 Skin Sens. 1, H317 Aquatic Acute 1, H400 Aquatic Chronic 1, H410
Proprietary 2 – Organic Peroxide	Proprietary	<= 3	Org. Perox. D, H242 Skin Sens. 1, H317

Insituform® CIPP (Uncured)

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Proprietary 3 – Organic Peroxide	Proprietary	<= 3	Org. Perox. C, H242 Acute Tox. 4 (Inhalation:dust,mist), H332 Skin Irrit. 2, H315 Skin Sens. 1, H317 Aquatic Acute 1, H400 Aquatic Chronic 3, H412
Proprietary 4 – Organic Peroxide	Proprietary	<= 3	Org. Perox. C, H242 Skin Sens. 1, H317 Aquatic Acute 3, H402 Aquatic Chronic 3, H412
Proprietary 5 – Organic Peroxide	Proprietary	<= 3	Org. Perox. B, H241
Proprietary 6 – Organic Peroxide	Proprietary	<= 3	Org. Perox. D, H242 Skin Sens. 1, H317 Aquatic Acute 1, H400 Aquatic Chronic 1, H410
Butylcyclohexanol	Proprietary	<= 1.5	Eye Irrit. 2A, H319 Aquatic Acute 3, H402
Quartz	Proprietary	<= 1	Carc. 1A, H350* STOT SE 3, H335 STOT RE 1, H372
Alkanes	Proprietary	<= 1	Asp. Tox. 1, H304 Aquatic Chronic 4, H413
Isododecane	Proprietary	<= 1	Asp. Tox. 1, H304
Titanium dioxide	Proprietary	<= 0.5	Carc. 2, H351**

*Evidence indicates that quartz dust causes cancer and lung disease when inhaled over an extended period of time. Since this product is in a liquid form, the quartz dust is not able to become airborne and cannot be inhaled. Thus, the hazards usually associated with quartz dust are not applicable to this product.

**Titanium dioxide is suspected of causing cancer through inhalation. Since this product is in a liquid form, titanium dioxide is not able to become airborne and cannot be inhaled. Thus, the hazards usually associated with titanium dioxide dust are not applicable to this product.

The specific chemical identity and/or exact percentage of composition has been withheld as a trade secret within the meaning of the OSHA Hazard Communication Standard [29 CFR 1910.1200].

Full text of H-phrases: see section 16

SECTION 4: FIRST AID MEASURES

4.1. Description of First Aid Measures

First-aid Measures General: Never give anything by mouth to an unconscious person. If you feel unwell, seek medical advice (show the label if possible).

First-aid Measures After Inhalation: Remove to fresh air and keep at rest in a position comfortable for breathing. Obtain medical attention if breathing difficulty persists.

First-aid Measures After Skin Contact: Remove contaminated clothing. Drench affected area with water or soap and water for at least 15 minutes. Wash contaminated clothing before reuse. Obtain medical attention if irritation develops or persists.

First-aid Measures After Eye Contact: Rinse cautiously with water for at least 15 minutes. Remove contact lenses, if present and easy to do. Continue rinsing. Obtain medical attention.

First-aid Measures After Ingestion: Do NOT induce vomiting. Rinse mouth. Immediately call a POISON CENTER or doctor/physician.

4.2. Most important symptoms and effects, both acute and delayed

Symptoms/Injuries: Causes serious eye irritation. Causes skin irritation. May cause an allergic skin reaction. Suspected of causing cancer. Causes damage to organs through prolonged or repeated exposure. May cause respiratory irritation. May be fatal if swallowed and enters airways.

Symptoms/Injuries After Inhalation: Sneezing, coughing, burning sensation of throat with constricting sensation of the larynx and difficulty in breathing.

Symptoms/Injuries After Skin Contact: Redness, pain, swelling, itching, burning, dryness, and dermatitis.

Symptoms/Injuries After Eye Contact: Redness, pain, swelling, itching, burning, tearing, and blurred vision.

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Symptoms/Injuries After Ingestion: The major health threat of ingestion occurs from the danger of aspiration (breathing) of liquid drops into the lungs, particularly from vomiting. Aspiration may result in chemical pneumonia (fluid in the lungs), severe lung damage, respiratory failure and even death.

Chronic Symptoms: Repeated or prolonged inhalation of fumes or vapors may result in hearing loss. Suspected of causing cancer. Chronic exposure may cause defatting of the skin.

4.3. Indication of Any Immediate Medical Attention and Special Treatment Needed

If you feel unwell, seek medical advice (show the label where possible).

SECTION 5: FIRE-FIGHTING MEASURES

5.1. Extinguishing Media

Suitable Extinguishing Media: Carbon dioxide (CO₂), alcohol-resistant foam, or dry chemical.

Unsuitable Extinguishing Media: Do not use halons. Do not use a heavy water stream. Use of heavy stream of water may spread fire. Application of water stream to hot product may cause frothing and increase fire intensity.

5.2. Special Hazards Arising From the Substance or Mixture

Fire Hazard: Flammable liquid and vapor. Vapors may travel to source of ignition and flash back.

Explosion Hazard: May form flammable/explosive vapor-air mixture.

Reactivity: This material contains organic peroxides. Heating may cause hazardous decomposition. Hazardous decomposition products from peroxides are flammable and can be explosive under confinement. May react violently with incompatible materials.

5.3. Advice for Firefighters

Precautionary Measures Fire: Exercise caution when fighting any chemical fire.

Firefighting Instructions: Use water spray or fog for cooling exposed containers. In case of major fire and large quantities: Evacuate area. Fight fire remotely due to the risk of explosion.

Protection During Firefighting: Do not enter fire area without proper protective equipment, including respiratory protection.

Other Information: Refer to Section 9 for flammability properties.

SECTION 6: ACCIDENTAL RELEASE MEASURES

6.1. Personal Precautions, Protective Equipment and Emergency Procedures

General Measures: Avoid all contact with skin, eyes, or clothing. Avoid breathing (dust, vapor, mist, spray. Keep away from heat, sparks, open flames, hot surfaces. – No smoking.

6.1.1. For Non-emergency Personnel

Protective Equipment: Use appropriate personal protection equipment (PPE).

Emergency Procedures: Evacuate unnecessary personnel.

6.1.2. For Emergency Responders

Protective Equipment: If specialized clothing is required to deal with spillage, take note of any information in Section 8 on suitable and unsuitable materials. Use appropriate personal protection equipment (PPE).

Emergency Procedures: Upon arrival at the scene, a first responder is expected to recognize the presence of dangerous goods, protect oneself and the public, secure the area, and call for the assistance of trained personnel as soon as conditions permit.

6.2. Environmental Precautions

Avoid dispersal of spilled material.

6.3. Methods and Material for Containment and Cleaning Up

For Containment: Contain and/or absorb spill with inert material, then place in suitable container. Do not take up in combustible material such as saw dust or cellulosic material.

Methods for Cleaning Up: Clean up spills immediately and dispose of waste safely. Spills should be contained with mechanical barriers. Transfer spilled material to a suitable container for disposal. Use only non-sparking tools. Contact competent authorities after a spill.

6.4. Reference to Other Sections

See Heading 8. Exposure controls and personal protection. For further information refer to Section 13.

SECTION 7: HANDLING AND STORAGE

7.1. Precautions for Safe Handling

Additional Hazards When Processed: Flammable vapors can accumulate in head space of closed systems. Any proposed use of this product in elevated-temperature processes should be thoroughly evaluated to assure that safe operating conditions are established and maintained. Proper grounding procedures to avoid static electricity should be followed.

Hygiene Measures: Handle in accordance with good industrial hygiene and safety procedures. Wash hands and other exposed areas with mild soap and water before eating, drinking or smoking and when leaving work.

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7.2. Conditions for Safe Storage, Including Any Incompatibilities

Technical Measures: Comply with applicable regulations. Ground/bond container and receiving equipment. Use only non-sparking tools. Use explosion-proof electrical, ventilating, and lighting equipment.

Storage Conditions: Store in a dry, cool and well-ventilated place. Keep container closed when not in use. Keep/Store away from direct sunlight, extremely high or low temperatures and incompatible materials. Keep away from heat, hot surfaces, sparks, open flames and other ignition sources. No smoking.

Incompatible Products: Strong acids. Strong bases. Strong oxidizers. Accelerators. Heavy metals. Heavy metal salts. Reducing agents. Rust. Amines. Sulfur compounds.

7.3. Specific End Use(s)

Sewer rehabilitation. For professional use only.

SECTION 8: EXPOSURE CONTROLS/PERSONAL PROTECTION

8.1. Control Parameters

For substances listed in section 3 that are not listed here, there are no established exposure limits from the manufacturer, supplier, importer, or the appropriate advisory agency including: ACGIH (TLV), NIOSH (REL), or OSHA (PEL).

Styrene (100-42-5)		
USA ACGIH	ACGIH TWA (ppm)	20 ppm
USA ACGIH	ACGIH STEL (ppm)	40 ppm
USA ACGIH	ACGIH chemical category	Not Classifiable as a Human Carcinogen
USA NIOSH	NIOSH REL (TWA) (mg/m ³)	215 mg/m ³
USA NIOSH	NIOSH REL (TWA) (ppm)	50 ppm
USA NIOSH	NIOSH REL (STEL) (mg/m ³)	425 mg/m ³
USA NIOSH	NIOSH REL (STEL) (ppm)	100 ppm
USA IDLH	US IDLH (ppm)	700 ppm
USA OSHA	OSHA PEL (TWA) (ppm)	100 ppm
USA OSHA	OSHA PEL (Ceiling) (ppm)	200 ppm
Quartz		
USA ACGIH	ACGIH TWA (mg/m ³)	0.025 mg/m ³ (respirable fraction)
USA ACGIH	ACGIH chemical category	A2 - Suspected Human Carcinogen
USA NIOSH	NIOSH REL (TWA) (mg/m ³)	0.05 mg/m ³ (respirable dust)
USA IDLH	US IDLH (mg/m ³)	50 mg/m ³ (respirable dust)
USA OSHA	OSHA PEL (STEL) (mg/m ³)	250 mppcf/%SiO ₂ +5, 10mg/m ³ /%SiO ₂ +2
Titanium dioxide		
USA ACGIH	ACGIH TWA (mg/m ³)	10 mg/m ³
USA ACGIH	ACGIH chemical category	Not Classifiable as a Human Carcinogen
USA IDLH	US IDLH (mg/m ³)	5000 mg/m ³
USA OSHA	OSHA PEL (TWA) (mg/m ³)	15 mg/m ³ (total dust)
Talc		
USA ACGIH	ACGIH TWA (mg/m ³)	2 mg/m ³ (particulate matter containing no asbestos and <1% crystalline silica, respirable fraction)
USA ACGIH	ACGIH chemical category	Not Classifiable as a Human Carcinogen containing no asbestos fibers
USA NIOSH	NIOSH REL (TWA) (mg/m ³)	2 mg/m ³ (containing no Asbestos and <1% Quartz-respirable dust)
USA IDLH	US IDLH (mg/m ³)	1000 mg/m ³ (containing no asbestos and <1% quartz)

8.2. Exposure Controls

Appropriate Engineering Controls

: Ensure adequate ventilation, especially in confined areas. Emergency eye wash fountains and safety showers should be available in the immediate vicinity of any potential exposure. Gas detectors should be used when flammable gases or vapors may be released. Use explosion-proof equipment. Ensure all national/local regulations are observed.

Personal Protective Equipment

: Gloves. Insufficient ventilation: wear respiratory protection. Safety glasses.



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Materials for Protective Clothing	: When a risk assessment indicates protective clothing is necessary, chemically resistant materials and fabrics should be used.
Hand Protection	: Wear chemically resistant protective gloves.
Eye Protection	: Chemical safety glasses.
Skin and Body Protection	: Personal protective equipment for the skin and body should be selected based on the task being performed and when a risk assessment indicates this is necessary.
Respiratory Protection	: If exposure limits are exceeded or if a risk assessment indicates it is necessary, approved respiratory protection should be worn.
Environmental Exposure Controls	: Do not allow the product to be released into the environment.
Consumer Exposure Controls	: Do not eat, drink or smoke during use.

SECTION 9: PHYSICAL AND CHEMICAL PROPERTIES

9.1. Information on Basic Physical and Chemical Properties

Physical State	: Liquid
Appearance	: Transparent, white, blue coated felt impregnated with putty-like, semi-solid liquid
Odor	: Aromatic
Odor Threshold	: No data available
pH	: No data available
Evaporation Rate	: No data available
Melting Point	: No data available
Freezing Point	: No data available
Boiling Point	: No data available
Flash Point	: 31 °C (87.8 °F) (TCC)
Auto-ignition Temperature	: No data available
Decomposition Temperature	: No data available
Flammability (solid, gas)	: No data available
Vapor Pressure	: No data available
Relative Vapor Density at 20 °C	: No data available
Relative Density	: No data available
Solubility	: No data available
Partition Coefficient: N-Octanol/Water	: No data available
Viscosity	: No data available

9.2. Other Information No additional information available.

SECTION 10: STABILITY AND REACTIVITY

10.1. Reactivity: This material contains organic peroxides. Heating may cause hazardous decomposition. Hazardous decomposition products from peroxides are flammable and can be explosive under confinement. May react violently with incompatible materials.

10.2. Chemical Stability: Stable under recommended handling and storage conditions (see section 7).

10.3. Possibility of Hazardous Reactions: Hazardous polymerization may occur.

10.4. Conditions to Avoid: Direct sunlight. Extremely high or low temperatures. Sparks, heat, open flame and other sources of ignition. Incompatible materials.

10.5. Incompatible Materials: Strong acids. Strong bases. Strong oxidizers. Accelerators. Heavy metals. Heavy metal salts. Reducing agents. Rust. Amines. Sulfur compounds.

10.6. Hazardous Decomposition Products: Benzoic acid. Tert-butanol. Acetone. Benzene. Methane. 3,3,5-trimethylcyclohexane. Thermal decomposition generates: Carbon oxides (CO, CO₂). Nitrogen oxides. Hydrocarbons. Alcohols. Metal oxides. Methylene Diphenyl Diisocyanate (MDI). Organic compounds. Irritating or toxic vapors.

SECTION 11: TOXICOLOGICAL INFORMATION

11.1. Information On Toxicological Effects

Acute Toxicity: Not classified

Styrene (100-42-5)	
LD50 Oral Rat	1000 mg/kg
LC50 Inhalation Rat	11.7 mg/l/4h

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Quartz	
LD50 Oral Rat	> 5000 mg/kg
LD50 Dermal Rat	> 5000 mg/kg
Proprietary 3 – Organic Peroxide	
ATE (Dust/Mist)	1.50 mg/l/4h
Butylcyclohexanol	
LD50 Oral Rat	4200 mg/kg
LD50 Dermal Rabbit	> 5 g/kg
Titanium dioxide	
LD50 Oral Rat	> 10000 mg/kg

Skin Corrosion/Irritation: Causes skin irritation.

Serious Eye Damage/Irritation: Causes serious eye irritation.

Respiratory or Skin Sensitization: May cause an allergic skin reaction.

Germ Cell Mutagenicity: Not classified

Carcinogenicity: Suspected of causing cancer.

This product contains styrene, which results in the category 2 carcinogen classification. Classifications of styrene from IARC, NTP, and the OSHA Hazard Communication Carcinogen List are shown below. The 13th Report on Carcinogens by the National Toxicology Program classified styrene as “reasonably anticipated to be a human carcinogen based on limited evidence of carcinogenicity from studies in humans, sufficient evidence of carcinogenicity from studies in experimental animals, and supporting data on mechanisms of carcinogenesis” (NTP. 2014. *Report on Carcinogens, Thirteenth Edition*). Additional studies have been conducted with mixed results regarding the carcinogenicity hazard associated with Styrene.

1) A published study suggested that “S-induced mouse lung tumors are unlikely to be relevant to human risk” (*Regulatory Toxicology and Pharmacology*. 2013 June; 66 (1)).

2) A recent update to an extensive study of reinforced plastic workers found “no coherent evidence that styrene exposure increases risk from cancers of the lymphatic and hematopoietic tissue, pancreas, or lung” (*Epidemiology*. 2013 March; 24 (2)).

Based on the weight of evidence and supplier information, styrene was classified as a category 2 carcinogen.

Styrene (100-42-5)	
IARC group	2B
National Toxicology Program (NTP) Status	Reasonably anticipated to be Human Carcinogen.
OSHA Hazard Communication Carcinogen List	In OSHA Hazard Communication Carcinogen list.
Quartz	
IARC group	1
National Toxicology Program (NTP) Status	Known Human Carcinogens.
OSHA Hazard Communication Carcinogen List	In OSHA Hazard Communication Carcinogen list.
Titanium dioxide	
IARC group	2B
OSHA Hazard Communication Carcinogen List	In OSHA Hazard Communication Carcinogen list.
Talc	
IARC group	3
National Toxicology Program (NTP) Status	Evidence of Carcinogenicity, Twelfth Report - Items under consideration.

Reproductive Toxicity: Not classified

Specific Target Organ Toxicity (Single Exposure): May cause respiratory irritation.

Specific Target Organ Toxicity (Repeated Exposure): Causes damage to organs (ears) through prolonged or repeated exposure (Inhalation).

Aspiration Hazard: May be fatal if swallowed and enters airways.

Symptoms/Injuries After Inhalation: Sneezing, coughing, burning sensation of throat with constricting sensation of the larynx and difficulty in breathing.

Symptoms/Injuries After Skin Contact: Redness, pain, swelling, itching, burning, dryness, and dermatitis.

Symptoms/Injuries After Eye Contact: Redness, pain, swelling, itching, burning, tearing, and blurred vision.

Symptoms/Injuries After Ingestion: The major health threat of ingestion occurs from the danger of aspiration (breathing) of liquid drops into the lungs, particularly from vomiting. Aspiration may result in chemical pneumonia (fluid in the lungs), severe lung damage, respiratory failure and even death.

Chronic Symptoms: Repeated or prolonged inhalation of fumes or vapors may result in hearing loss. Suspected of causing cancer. Chronic exposure may cause defatting of the skin.

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SECTION 12: ECOLOGICAL INFORMATION

12.1. Toxicity

Ecology - General : This material is hazardous to the aquatic environment. Keep out of sewers and waterways.

Ecology - Water : Toxic to aquatic life. Toxic to aquatic life with long lasting effects.

Styrene (100-42-5)	
LC50 Fish 1	3.24 - 4.99 mg/l (Exposure time: 96 h - Species: Pimephales promelas [flow-through])
EC50 Daphnia 1	3.3 - 7.4 mg/l (Exposure time: 48 h - Species: Daphnia magna)
LC 50 Fish 2	19.03 - 33.53 mg/l (Exposure time: 96 h - Species: Lepomis macrochirus [static])
NOEC (acute)	44 mg/kg (Exposure time: 14 Days - Species: Eisenia foetida [soil dry weight])

Proprietary 2 – Organic Peroxide	
EC50 Daphnia 1	> 100 g/l
ErC50 (algae)	> 100 mg/l (Exposure Time: 72 h - Species: Raphidocelis subcapitata)
NOEC chronic algae	100 mg/l (Species: Pseudokirchnerella subcapitata)

Butylcyclohexanol	
EC50 Daphnia 1	46 mg/l (Exposure time: 48 h - Species: Daphnia magna)
Talc	
LC50 Fish 1	> 100 g/l (Exposure time: 96 h - Species: Brachydanio rerio [semi-static])

12.2. Persistence and Degradability No additional information available.

12.3. Bioaccumulative Potential

Styrene (100-42-5)	
BCF fish 1	13.5
Log Pow	2.95
Butylcyclohexanol	
Log Pow	3.23
Talc	
BCF fish 1	(no known bioaccumulation)

12.4. Mobility in Soil No additional information available.

12.5. Other Adverse Effects

Other Information : Avoid release to the environment.

SECTION 13: DISPOSAL CONSIDERATIONS

13.1. Waste treatment methods

Waste Disposal Recommendations: Dispose of waste material in accordance with all local, regional, national, and international regulations.

Additional Information: Handle empty containers with care because residual vapors are flammable.

Ecology – Waste Materials: Avoid release to the environment.

SECTION 14: TRANSPORT INFORMATION

14.1. In Accordance with DOT

Proper Shipping Name : RESIN SOLUTION flammable
Hazard Class : 3
Identification Number : UN1866
Label Codes : 3
Packing Group : III
ERG Number : 127



14.2. In Accordance with IMDG

Proper Shipping Name : RESIN SOLUTION
Hazard Class : 3
Identification Number : UN1866
Packing Group : III
Label Codes : 3
EmS-No. (Fire) : F-E
EmS-No. (Spillage) : S-E



14.3. In Accordance with IATA

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Proper Shipping Name : RESIN SOLUTION
Packing Group : III
Identification Number : UN1866
Hazard Class : 3
Label Codes : 3
ERG Code (IATA) : 3L



SECTION 15: REGULATORY INFORMATION

15.1 US Federal Regulations

Insituform® CIPP (Uncured)	
SARA Section 311/312 Hazard Classes	Immediate (acute) health hazard Delayed (chronic) health hazard Fire hazard Reactive hazard
Styrene (100-42-5)	
Listed on the United States TSCA (Toxic Substances Control Act) inventory	
Listed on United States SARA Section 313	
SARA Section 313 - Emission Reporting	0.1 %
Quartz	
Listed on the United States TSCA (Toxic Substances Control Act) inventory	
SARA Section 311/312 Hazard Classes	Immediate (acute) health hazard Delayed (chronic) health hazard
Proprietary 2 – Organic Peroxide	
Listed on the United States TSCA (Toxic Substances Control Act) inventory	
Proprietary 1 – Organic Peroxide	
Listed on the United States TSCA (Toxic Substances Control Act) inventory	
Proprietary 3 – Organic Peroxide	
Listed on the United States TSCA (Toxic Substances Control Act) inventory	
Proprietary 5 – Organic Peroxide	
Listed on the United States TSCA (Toxic Substances Control Act) inventory	
Alkanes	
Listed on the United States TSCA (Toxic Substances Control Act) inventory	
Isododecane	
Listed on the United States TSCA (Toxic Substances Control Act) inventory	
Proprietary 4 – Organic Peroxide	
Listed on the United States TSCA (Toxic Substances Control Act) inventory	
Butylcyclohexanol	
Listed on the United States TSCA (Toxic Substances Control Act) inventory	
Titanium dioxide	
Listed on the United States TSCA (Toxic Substances Control Act) inventory	
SARA Section 311/312 Hazard Classes	Delayed (chronic) health hazard
Talc (14807-96-6)	
Listed on the United States TSCA (Toxic Substances Control Act) inventory	
Proprietary 6 – Organic Peroxide (686-31-7)	
Listed on the United States TSCA (Toxic Substances Control Act) inventory	

15.2 US State Regulations

Quartz	
U.S. - California - Proposition 65 - Carcinogens List	WARNING: This product contains chemicals known to the State of California to cause cancer.
Titanium dioxide	
U.S. - California - Proposition 65 - Carcinogens List	WARNING: This product contains chemicals known to the State of California to cause cancer.
Styrene (100-42-5)	
U.S. - Massachusetts - Right To Know List	

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U.S. - New Jersey - Right to Know Hazardous Substance List
U.S. - Pennsylvania - RTK (Right to Know) - Environmental Hazard List
U.S. - Pennsylvania - RTK (Right to Know) List

Quartz

U.S. - Massachusetts - Right To Know List
U.S. - New Jersey - Right to Know Hazardous Substance List
U.S. - Pennsylvania - RTK (Right to Know) List

Proprietary 3 – Organic Peroxide

U.S. - Massachusetts - Right To Know List
U.S. - New Jersey - Right to Know Hazardous Substance List
U.S. - Pennsylvania - RTK (Right to Know) List

Titanium dioxide

U.S. - Massachusetts - Right To Know List
U.S. - New Jersey - Right to Know Hazardous Substance List
U.S. - Pennsylvania - RTK (Right to Know) List

Talc

U.S. - Massachusetts - Right To Know List
U.S. - New Jersey - Right to Know Hazardous Substance List
U.S. - Pennsylvania - RTK (Right to Know) List

SECTION 16: OTHER INFORMATION, INCLUDING DATE OF PREPARATION OR LAST REVISION

Revision Date : 08/10/2015
Other Information : This document has been prepared in accordance with the SDS requirements of the OSHA Hazard Communication Standard 29 CFR 1910.1200. This document has been prepared in accordance with standards for workplace safety. The precautionary statements and warnings included might not apply in all cases. Your needs may vary depending on the potential for exposure in your workplace.

GHS Full Text Phrases:

Acute Tox. 4 (Inhalation:dust,mist)	Acute toxicity (inhalation:dust,mist) Category 4
Acute Tox. 4 (Inhalation:vapor)	Acute toxicity (inhalation:vapor) Category 4
Acute Tox. 4 (Oral)	Acute toxicity (oral) Category 4
Aquatic Acute 1	Hazardous to the aquatic environment - Acute Hazard Category 1
Aquatic Acute 2	Hazardous to the aquatic environment - Acute Hazard Category 2
Aquatic Acute 3	Hazardous to the aquatic environment - Acute Hazard Category 3
Aquatic Chronic 1	Hazardous to the aquatic environment - Chronic Hazard Category 1
Aquatic Chronic 3	Hazardous to the aquatic environment - Chronic Hazard Category 3
Aquatic Chronic 4	Hazardous to the aquatic environment - Chronic Hazard Category 4
Asp. Tox. 1	Aspiration hazard Category 1
Carc. 1A	Carcinogenicity Category 1A
Carc. 1B	Carcinogenicity Category 1B
Carc. 2	Carcinogenicity Category 2
Eye Irrit. 2A	Serious eye damage/eye irritation Category 2A
Flam. Liq. 3	Flammable liquids Category 3
Org. Perox. B	Organic Peroxide Category B
Org. Perox. C	Organic Peroxide Category C
Org. Perox. D	Organic Peroxide Category D
Skin Irrit. 2	Skin corrosion/irritation Category 2
Skin Sens. 1	Skin sensitization Category 1
STOT RE 1	Specific target organ toxicity (repeated exposure) Category 1
STOT SE 3	Specific target organ toxicity (single exposure) Category 3
H226	Flammable liquid and vapor
H241	Heating may cause a fire or explosion

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H242	Heating may cause a fire
H302	Harmful if swallowed
H304	May be fatal if swallowed and enters airways
H315	Causes skin irritation
H317	May cause an allergic skin reaction
H319	Causes serious eye irritation
H332	Harmful if inhaled
H335	May cause respiratory irritation
H350	May cause cancer
H351	Suspected of causing cancer
H372	Causes damage to organs through prolonged or repeated exposure
H400	Very toxic to aquatic life
H401	Toxic to aquatic life
H402	Harmful to aquatic life
H410	Very toxic to aquatic life with long lasting effects
H412	Harmful to aquatic life with long lasting effects
H413	May cause long lasting harmful effects to aquatic life

This information is based on our current knowledge and is intended to describe the product for the purposes of health, safety and environmental requirements only. It should not therefore be construed as guaranteeing any specific property of the product.

SDS US (GHS HazCom)

**BID FORM 8B: Bid Form
Acknowledgement and Pricing Proposal**

PROJECT IDENTIFICATION: Sewer Rehabilitation Services

BID IDENTIFICATION AND NUMBER: BID NO. 23-B-005

THIS BID IS SUBMITTED TO: CITY OF SOUTH DAYTONA
OFFICE OF THE CITY MANAGER
1672 S. RIDGEWOOD AVENUE
SOUTH DAYTONA, FLORIDA 32119

Name of Bidder: Atlantic Pipe Services, LLC

Mailing Address: 1420 Martin Luther King Jr Blvd

Street Address: 1420 Martin Luther King Jr Blvd

City/State/Zip: Sanford, FL 32771

Phone Number: (407) 792.1360 FAX Number: () info@atlanticpipe.us

I have carefully examined the Invitation to Bid (ITB), Instructions to Vendors, General and/or Special Conditions, Specifications, and any other documents accompanying or made a part of this invitation.

I hereby propose to furnish the goods or services specified in the Invitation to Bid at the prices or rates as finally negotiated. I agree that my bid will remain firm for a period of up to ninety (90) days in order to allow the City of South Daytona adequate time to evaluate the proposed bid. Furthermore, I agree to abide by all conditions of the Invitation to Bid.

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

I propose and agree, if this Bid is accepted, to enter into an Agreement with the City in the form included in the Contract Documents to furnish all necessary materials, equipment, machinery, tools, apparatus, transportation and labor and to complete all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the Contract Documents.

I will accept as full compensation for completion of the project in full compliance with the Contract Documents, the lump sum price for the work items submitted herein with this Bid.

I further certify that this Bid is made without prior understanding, Contract, connection, discussion, or collusion with any person, firm or corporation submitting a Bid for the same product or service; no officer, employee or agent of the City of South Daytona City Council or of any other Vendor interested in said ITB; and that the undersigned executed this Vendor's Acknowledgement with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

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

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

ADDENDUM ACKNOWLEDGEMENT

I have carefully examined the Invitation to Bid (ITB), Instructions to Vendors, General and/or Special Conditions, Specifications, and any other documents accompanying or made a part of this Invitation to Bid.

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

Addendum Number: 1 Date: 03/20/23 Addendum Number: _____ Date: _____
Addendum Number: _____ Date: _____ Addendum Number: _____ Date: _____

Please note that the City may award contracts to multiple contractors.

BID

The undersigned offers to furnish all materials, equipment and labor for construction of the "BID NO. 23-B-005, Sewer Rehabilitation Services," for the City of South Daytona, Florida, complete in every respect in strict accordance with the drawings, specifications, exhibits, figures and any future changes therein.

The bid price as outlined in Bid Form 8J is attached.

IN WITNESS WHEREOF, Bidder has hereunto executed this form this 28th day of March, 2023.

Atlantic Pipe Services, LLC

(Name of Bidding Firm)

Allan Cagle

(Signature of person signing form)

Allan Cagle - President

(Printed name and Title of person signing form)

STATE OF Florida
COUNTY OF Seminole

This document was sworn to (or affirmed) and subscribed before me by means of ✓ physical presence or online notarization, this 28 day of March, 2023

he/she is personally known to me or has presented _____ as identification.



[Signature]
Notary Public
My Commission Expires: 1/29/24

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of said office, at Tallahassee, Florida, this 1st day of January, 2024.

Notary Public for the State of Florida
My Commission Expires Jan 29, 2024

Tracy Wagner
Notary Public for the State of Florida
My Commission Expires Jan 29, 2024

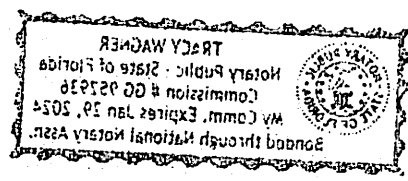
Witness my hand and the seal of said office, at Tallahassee, Florida, this 1st day of January, 2024.

Notary Public for the State of Florida
My Commission Expires Jan 29, 2024

Tracy Wagner
Notary Public for the State of Florida
My Commission Expires Jan 29, 2024

Witness my hand and the seal of said office, at Tallahassee, Florida, this 1st day of January, 2024.

Notary Public for the State of Florida
My Commission Expires Jan 29, 2024



Witness my hand and the seal of said office, at Tallahassee, Florida, this 1st day of January, 2024.

Notary Public for the State of Florida
My Commission Expires Jan 29, 2024

Witness my hand and the seal of said office, at Tallahassee, Florida, this 1st day of January, 2024.

**BID FORM 8C:
Drug-Free Preference Statement**

IDENTICAL TIE BIDS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, proposals, statements, or replies that are equal with respect to price, quality, and service are received by the city for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program.

In order to have a drug-free workplace program, a business shall:

- (1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- (2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- (3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- (4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- (5) Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- (6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087, Florida Statutes.

As an authorized representative of the firm, I certify that this firm complies fully with the above requirements.

Atlantic Pipe Services, LLC

(Name of Bidding Firm)

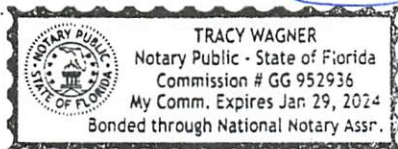
Allan Cagle
(Signature of person signing form)

Allan Cagle - President

(Printed name and Title of person signing form)

STATE OF Florida
COUNTY OF Seminole

This document was sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 23 day of March, 2023 he/she is personally known to me or has presented _____ as identification.



[Signature]
Notary Public
My Commission Expires: 1/29/24

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID.

BID FORM 8D:
Public Entity Crimes Statement

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

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

This sworn statement is submitted with Bid, Proposal **or** Contract No. 23-B-005 for

Sewer Rehabilitation Services. This sworn statement is submitted by

Atlantic Pipe Services, LLC whose business address

is 1420 MARTIN LUTHER KING JR. BLVD, SANFORD, FL 32771 and (if applicable)

its Federal Employer Identification Number (FEIN) is 81-4515509. (If the

entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:

_____.)

My name is Allan Cagle and my relationship to the entity named above is

President.

(relationship such as sole proprietor, partner, president, vice president)

- (1) I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.
- (2) I understand that "convicted" or "conviction" is defined by the Florida Statutes to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilt or nolo contendere.
- (3) I understand that "affiliate" is defined by the Florida Statutes to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.
- (4) I understand that a "person" as defined in Paragraph 287.133(i)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
- (5) Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies).

- X Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- _____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies.)
- _____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)
- _____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order).

As an authorized representative of the firm, I certify that this firm complies fully with the above requirements.

Atlantic Pipe Services, LLC

(Name of Bidding Firm)

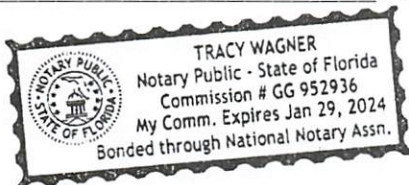
Allan Cagle
(Signature of person signing form)

Allan Cagle - President

(Printed name and Title of person signing form)

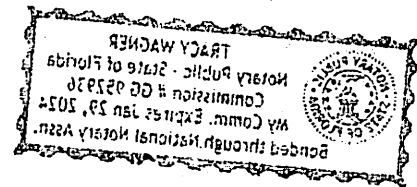
STATE OF Florida
COUNTY OF Seminole

This document was sworn to (or affirmed) and subscribed before me by means of ✓ physical presence or online notarization, this 28 day of March, 2023 he/she is personally known to me or has presented _____ as identification.



[Signature]
Notary Public
My Commission Expires: 1/29/24

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID.



BID FORM 8E:
Anti-Collusion Statement

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

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

IT IS AGREED BY THE UNDERSIGNED VENDOR THAT THE SIGNING AND DELIVERY OF THE BID REPRESENTS THE VENDORS ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE FOREGOING SPECIFICATIONS, CONTRACT AND PROVISIONS, AND IF AWARDED, THIS CONTRACT WILL REPRESENT THE AGREEMENT BETWEEN THE VENDORS AND THE CITY OF SOUTH DAYTONA.

Allan Cagle
(Signature of person signing form)

Allan Cagle - President
(Printed name and Title of person signing form)

Name of Bidder: Atlantic Pipe Services, LLC

Address: 1420 MARTIN LUTHER KING JR. BLVD

City/State/Zip: SANFORD, FL 32771

Phone Number: (407) 792.1360 FAX Number: () info@atlanticpipe.us

FEIN Number: 81-4515509

NO Bid may be withdrawn for a period of ninety (90) days subsequent to the submittal of the Bids, without the consent of the City of South Daytona.

NO BID (REASON): N/A

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID.

BID FORM 8F:
Statement of Vendor Qualifications

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

- (1) Name of Vendor. Atlantic Pipe Services, LLC
- (2) Permanent main office address. 1420 MARTIN LUTHER KING JR. BLVD, SANFORD, FL 32771
- (3) Date organized. 01/01/2017
- (4) If a corporation, where incorporated. Florida
- (5) How many years have you been engaged in the contracting business under your present firm or trade name? 5.3 yrs
- (6) Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.) See attached list
- (7) General character of work performed by your company. Storm and Sewer Cleaning, Inspections and Repairs
- (8) Have you ever failed to complete any work awarded to you? If so, where and why? No
- (9) Have you ever defaulted on a contract? If so, where and why? No
- (10) List the more important projects recently completed by your company, stating the approximate cost for each and the month and year completed. See References
- (11) List your major equipment currently owned or leased. See attached equipment spreadsheet
- (12) Experience in work similar to this type of project. See attached similar work / project flow
- (13) Background and experience of the principal members of your organization, including the officers. 3 resumes attached
- (14) The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the City in verification of the recitals comprising this Statement of Vendor Qualifications.

Atlantic Pipe Services, LLC

(Name of Bidding Firm)

Allan Cagle
(Signature of person signing form)

Allan Cagle - President

(Printed name and Title of person signing form)

STATE OF Florida
COUNTY OF Seminole

This document was sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 28 day of March, 20 23, he/she is personally known to me or has presented as identification.



[Signature]
Notary Public

My Commission Expires: 1/29/24

the 1990s, the number of people in the world who are undernourished has declined from 1.1 billion to 800 million. The number of people who are malnourished has declined from 1.5 billion to 1 billion. The number of people who are obese has increased from 100 million to 300 million. The number of people who are overweight has increased from 100 million to 300 million. The number of people who are obese and overweight has increased from 100 million to 300 million. The number of people who are obese and overweight has increased from 100 million to 300 million.

[Signature]

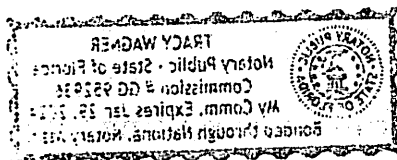
...and the fact that the *Journal* is a journal of the American Psychological Association, the largest and most influential organization in the field of psychology, adds to the journal's prestige and makes it a must-read for all psychologists.

Notary Public - State of Florida
JAMES W. WATKINS

NY Comm. Expires 1st 31. 1971

Alton

1998, 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069, 2070, 2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2080, 2081, 2082, 2083, 2084, 2085, 2086, 2087, 2088, 2089, 2090, 2091, 2092, 2093, 2094, 2095, 2096, 2097, 2098, 2099, 2100, 2101, 2102, 2103, 2104, 2105, 2106, 2107, 2108, 2109, 2110, 2111, 2112, 2113, 2114, 2115, 2116, 2117, 2118, 2119, 2120, 2121, 2122, 2123, 2124, 2125, 2126, 2127, 2128, 2129, 2130, 2131, 2132, 2133, 2134, 2135, 2136, 2137, 2138, 2139, 2140, 2141, 2142, 2143, 2144, 2145, 2146, 2147, 2148, 2149, 2150, 2151, 2152, 2153, 2154, 2155, 2156, 2157, 2158, 2159, 2160, 2161, 2162, 2163, 2164, 2165, 2166, 2167, 2168, 2169, 2170, 2171, 2172, 2173, 2174, 2175, 2176, 2177, 2178, 2179, 2180, 2181, 2182, 2183, 2184, 2185, 2186, 2187, 2188, 2189, 2190, 2191, 2192, 2193, 2194, 2195, 2196, 2197, 2198, 2199, 2200, 2201, 2202, 2203, 2204, 2205, 2206, 2207, 2208, 2209, 2210, 2211, 2212, 2213, 2214, 2215, 2216, 2217, 2218, 2219, 2220, 2221, 2222, 2223, 2224, 2225, 2226, 2227, 2228, 2229, 2230, 2231, 2232, 2233, 2234, 2235, 2236, 2237, 2238, 2239, 2240, 2241, 2242, 2243, 2244, 2245, 2246, 2247, 2248, 2249, 2250, 2251, 2252, 2253, 2254, 2255, 2256, 2257, 2258, 2259, 2260, 2261, 2262, 2263, 2264, 2265, 2266, 2267, 2268, 2269, 2270, 2271, 2272, 2273, 2274, 2275, 2276, 2277, 2278, 2279, 2280, 2281, 2282, 2283, 2284, 2285, 2286, 2287, 2288, 2289, 2290, 2291, 2292, 2293, 2294, 2295, 2296, 2297, 2298, 2299, 2300, 2301, 2302, 2303, 2304, 2305, 2306, 2307, 2308, 2309, 2310, 2311, 2312, 2313, 2314, 2315, 2316, 2317, 2318, 2319, 2320, 2321, 2322, 2323, 2324, 2325, 2326, 2327, 2328, 2329, 2330, 2331, 2332, 2333, 2334, 2335, 2336, 2337, 2338, 2339, 2340, 2341, 2342, 2343, 2344, 2345, 2346, 2347, 2348, 2349, 2350, 2351, 2352, 2353, 2354, 2355, 2356, 2357, 2358, 2359, 2360, 2361, 2362, 2363, 2364, 2365, 2366, 2367, 2368, 2369, 2370, 2371, 2372, 2373, 2374, 2375, 2376, 2377, 2378, 2379, 2380, 2381, 2382, 2383, 2384, 2385, 2386, 2387, 2388, 2389, 2390, 2391, 2392, 2393, 2394, 2395, 2396, 2397, 2398, 2399, 2400, 2401, 2402, 2403, 2404, 2405, 2406, 2407, 2408, 2409, 2410, 2411, 2412, 2413, 2414, 2415, 2416, 2417, 2418, 2419, 2420, 2421, 2422, 2423, 2424, 2425, 2426, 2427, 2428, 2429, 2430, 2431, 2432, 2433, 2434, 2435, 2436, 2437, 2438, 2439, 2440, 2441, 2442, 2443, 2444, 2445, 2446, 2447, 2448, 2449, 2450, 2451, 2452, 2453, 2454, 2455, 2456, 2457, 2458, 2459, 2460, 2461, 2462, 2463, 2464, 2465, 2466, 2467, 2468, 2469, 2470, 2471, 2472, 2473, 2474, 2475, 2476, 2477, 2478, 2479, 2480, 2481, 2482, 2483, 2484, 2485, 2486, 2487, 2488, 2489, 2490, 2491, 2492, 2493, 2494, 2495, 2496, 2497, 2498, 2499, 2500, 2501, 2502, 2503, 2504, 2505, 2506, 2507, 2508, 2509, 2510, 2511, 2512, 2513, 2514, 2515, 2516, 2517, 2518, 2519, 2520, 2521, 2522, 2523, 2524, 2525, 2526, 2527, 2528, 2529, 2530, 2531, 2532, 2533, 2534, 2535, 2536, 2537, 2538, 2539, 2540, 2541, 2542, 2543, 2544, 2545, 2546, 2547, 2548, 2549, 2550, 2551, 2552, 2553, 2554, 2555, 2556, 2557, 2558, 2559, 2560, 2561, 2562, 2563, 2564, 2565, 2566, 2567, 2568, 2569, 2570, 2571, 2572, 2573, 2574, 2575, 2576, 2577, 2578, 2579, 2580, 2581, 2582, 2583, 2584, 2585, 2586, 2587, 2588, 2589, 2590, 2591, 2592, 2593, 2594, 2595, 2596, 2597, 2598, 2599, 2600, 2601, 2602, 2603, 2604, 2605, 2606, 2607, 2608, 2609, 2610, 2611, 2612, 2613, 2614, 2615, 2616, 2617, 2618, 2619, 2620, 2621, 2622, 2623, 2624, 2625, 2626, 2627, 2628, 2629, 2630, 2631, 2632, 2633, 2634, 2635, 2636, 2637, 2638, 2639, 2640, 2641, 2642, 2643, 2644, 2645, 2646, 2647, 2648, 2649, 2650, 2651, 2652, 2653, 2654, 2655, 2656, 2657, 2658, 2659, 2660, 2661, 2662, 2663, 2664, 2665, 2666, 2667, 2668, 2669, 2670, 2671, 2672, 2673, 2674, 2675, 2676, 2677, 2678, 2679, 26



(6) CONTRACTS ON HAND

Contract #	Authority	Services	Contract Start	Contract End	Description
IFB-603507-19/BJC	Seminole County	Storm Cleaning and Inspections	August 2022	August 2023	This is a Term Contract for Services on an "as-needed" basis
IFB-604150-21/LNF	Seminole County	Storm CIPP Lining and MH Rehabilitation	October 2021	September 2024	This is a Term Contract for Services on an "as-needed" basis
21-MCC-ATL-13188	St Johns County	Storm/Sewer Cleaning, Inspections, CIPP	February 2023	February 2024	This is a Term Contract for Services on an "as-needed" basis
B-21-32	Brevard County	Storm CIPP	April 2021	April 2024	This is a Term Contract for Services on an "as-needed" basis
IFB22-0161	City of Orlando	Sanitary CIPP and Manhole Rehab	March 2023	March 2024	This is a Term Contract for Services on an "as-needed" basis
ITB-23-2026-KC	FDOT District 2	Storm Cleaning and Inspections	April 2023	April 2026	This is a Term Contract for Services on an "as-needed" basis
22-B-112LS	Volusia County	Sanitary Cleaning, Inspections, and CIPP Lining	August 2022	August 2025	This is a Term Contract for Services on an "as-needed" basis
20-133	Toho Water Authority	Sanitary Sewer Cleaning and Inspections	November 2020	November 2023	This is a Term Contract for Services on an "as-needed" basis

(11) Equipment

EQUIPMENT NUMBER	EQUIPMENT DESCRIPTION	EQUIPMENT TYPE	FUEL TYPE	Month Took Possession
BT001	2014 ISUZU	BOX TRUCK	Diesel	8/8/2019
CT001	2017 FORD CAMERA TRUCK F550 4x4	TV TRUCK	Diesel	5/10/2017
CT002	2018 FORD CAMERA TRUCK F550 4x4	TV TRUCK	Diesel	10/30/2017
CT003	2018 FORD CAMERA TRUCK F550 4x4	TV TRUCK	Diesel	7/23/2018
CT004	2018 FORD CAMERA TRUCK F550 4x4	TV TRUCK	Diesel	11/27/2018
CT005	2019 FORD CAMERA TRUCK F550 4x4	TV TRUCK	Diesel	5/30/2019
CT006	2018 FORD CAMERA VAN E450	TV TRUCK	Unleaded	8/13/2019
CT007	2019 FORD CAMERA TRUCK F550 4x4 Lateral Launch	TV TRUCK	Diesel	8/17/2020
CT008	2019 FORD CAMERA TRUCK F550 4x4	TV TRUCK	Diesel	8/17/2020
CT009	2019 FORD CAMERA TRUCK F550 4x4 Lateral Launch	TV TRUCK	Diesel	10/7/2020
CT010	2020 Ford F550 4WD CAMERA TRUCK WITH CUTTER	TV & CUTTER TRUCK	Diesel	10/7/2020
CT011	2021 FORD CAMERA TRUCK F550 4x4	TV TRUCK	Diesel	11/19/2021
CT012	2021 FORD CAMERA TRUCK F550 4x4	TV TRUCK	Diesel	11/19/2021
CT014	2021 Ford F550 4WD CAMERA	TV TRUCK	Diesel	9/28/2021
CT015	2021 Ford F550 4WD CAMERA	TV TRUCK	Diesel	8/1/2022
CT016	2021 Ford F550 4WD CAMERA	TV TRUCK	Diesel	9/19/2022
CT017	2021 Ford F550 4WD CAMERA	TV TRUCK	Diesel	2/3/2023
CT018	2022 Ford F550 4WD CAMERA TRUCK	TV TRUCK	Diesel	7/7/2022
CT019	2021 Ford F550 4WD Laser CAMERA TRUCK	TV TRUCK	Diesel	7/28/2022
CT020	2022 Ford F550 4WD CAMERA TRUCK	TV TRUCK	Diesel	3/8/2023
GT001	2018 FORD F750 XL	GROUT TRUCK	Diesel	10/23/2018
GT002	2021 FORD F650	GROUT TRUCK	Diesel	6/28/2021
HT001	2020 Kenworth T880	BOILER TRUCK	Diesel	12/30/2019
HT002	2020 Kenworth T880	BOILER TRUCK	DIESEL	11/19/2021
HT003	2020 Kenworth T800	BOILER TRUCK	DIESEL	3/14/2022
SV001	2017 Vactor 114SD Sewer Vacuum Truck	VACTOR	Diesel	12/19/2016
SV002	2018 FREIGHTLINER 114SD	VACALL	Diesel	9/15/2017
SV003	2018 FREIGHTLINER 114SD TRUCK	VACALL	Diesel	12/26/2017
SV004	2018 KENWORTH T880	VACTOR	Diesel	12/19/2018
SV005	2018 Vacall 114SD Sewer Vacuum Truck	VACALL	Diesel	6/5/2019
SV006	2019 Vacall 114SD Sewer Vacuum Truck	VACALL	Diesel	7/8/2020
SV007	2017 Vacall Recycler Sewer Vac Truck	VACALL	Diesel	7/8/2020
SV008	2020 Vactor Standard Sewer Vac Truck	VACTOR	Diesel	3/1/2021
SV009	2017 T900 Vactor Recycler Sewer Vac Truck	VACTOR	Diesel	6/10/2020
SV011	2020 Vactor Standard Sewer Vac Truck	VACTOR	Diesel	10/15/2020
SV013	2019 VACALL 114SD Recycler Sewer Vacuum Truck	VACALL	Diesel	6/15/2021
SV017	2019 VACALL 114SD Recycler Sewer Vacuum Truck	Vacall Recycler	Diesel	10/13/2021
SV018	2021 Vactor Standard Sewer Vac Truck	VACTOR	Diesel	6/28/2021
SV019	2022 Freightliner 114SD Vacall Standard	Vacall	Diesel	8/11/2021
SV020	2021 Freightliner 114SD Vacall Standard	Vacall	Diesel	6/21/2022
SV021	2021 Freightliner 114SD Vacall Standard	Vacall	Diesel	6/21/2022
SV022	2021 Kenworth T880- Vactor	VACTOR	Diesel	7/7/2022
SV023	2022 PETERBILT 567	VACTOR	Diesel	9/19/2022
SV024	Kenworth T880- Vactor	VACTOR	Diesel	10/20/2022
SV025	Freightliner 114SD	VACALL	Diesel	10/20/2022
SV026	2021 Kenworth T880- Vactor	VACTOR	Diesel	12/19/2022
SV027	2021 Freightliner 114SD Vacall Recycler	VACALL	Diesel	9/27/2022
SV028	2022 PETERBILT 567	VACTOR	Diesel	2/21/2023
SV029	Kenworth T880- Vactor	VACTOR	Diesel	2/21/2023
ST001	2019 FORD F550	MECHANIC TRUCK	Diesel	9/13/2019
ST002	2019 FORD F350	MECHANIC TRUCK	Diesel	11/22/2019
ST003	2021 FORD F550 XL	DIVE TRUCK	Diesel	8/24/2021

ST004	2022 FORD F550	MECHANIC TRUCK	Diesel	2/1/2023
T002	2016 FORD F150	TRUCK	Unleaded	11/14/2018
T003	2016 FORD F150	TRUCK	Unleaded	11/14/2018
T007	2019 Ford F250	TRUCK	Diesel	7/8/2019
T009	2019 FORD F-150	TRUCK	Unleaded	6/30/2019
T011	2019 FORD F-150	TRUCK	Unleaded	6/30/2019
T012	2018 FORD F-150	TRUCK	Unleaded	9/13/2019
T014	2019 FORD F-150	TRUCK	Unleaded	1/24/2020
T015	2020 FORD F-150	TRUCK	Unleaded	7/13/2020
T016	2020 FORD F-150	TRUCK	Unleaded	8/1/2020
T017	2020 FORD F-150	TRUCK	Unleaded	8/14/2020
T018	2020 FORD F-150	TRUCK	Unleaded	8/14/2020
T019	2020 FORD F-150	TRUCK	Unleaded	8/14/2020
T020	2020 FORD F-250	TRUCK	Unleaded	1/13/2021
T021	2021 FORD F-150	TRUCK	Unleaded	5/19/2021
T022	2021 FORD F-150	TRUCK	Unleaded	6/21/2021
T023	2021 FORD F-350	TRUCK	Diesel	7/12/2021
T025	2021 Ford F-150 XL	TRUCK	Unleaded	11/12/2021
T027	2021 Ford F150 XLT	TRUCK	Unleaded	1/22/2022
T028	2022 Ford F150 XLT	TRUCK	Unleaded	1/22/2022
T029	2021 Ford F250 Crew Cab	TRUCK	Unleaded	1/22/2022
T030	2021 Ford Supercrew F150XL	TRUCK	Unleaded	2/14/2022
T031	2021 Ford supercrew F150XL	TRUCK	Unleaded	2/14/2022
T032	2021 Ford F350 Flat Bed	TRUCK	Diesel	2/22/2022
T033	2022 Ford F250	TRUCK	Unleaded	4/14/2022
T034	2021 Ford F150 XL Supercrew	TRUCK	Unleaded	4/4/2022
T035	2020 Ford F150 4dr Sport	TRUCK	Unleaded	4/14/2022
T036	2022 FORD F-150	TRUCK	Unleaded	5/2/2022
T037	2022 Ford F350	TRUCK	Diesel	5/25/2022
T038	2020 FORD F-150	TRUCK	Unleaded	6/1/2022
T039	2022 FORD F-150	TRUCK	Unleaded	6/22/2022
T040	2022 FORD F-250	TRUCK	Unleaded	6/22/2022
T041	2022 FORD F-150	TRUCK	Unleaded	6/22/2022
T042	2022 FORD EXPLORER	SUV	Unleaded	7/1/2022
T043	2022 FORD F-150 HYB	TRUCK	Unleaded	8/22/2022
T044	2022 FORD F-550	TRUCK	Diesel	8/1/2022
T045	2022 Ford F-150	TRUCK	Unleaded	8/1/2022
T046	2022 Ford F-150	TRUCK	Unleaded	10/22/2022
T047	2022 Ford F-150	TRUCK	Unleaded	10/1/2022
T048	2023 F-150	TRUCK	Unleaded	2/27/2023
MHT001	2021 Rollin Flatbed Trailer/Cement Spray	Gooseneck Trailer	N/A	3/14/2022
MHT002	2022 Cargo Mate Utility Trailer/Epoxy Spray	Trailer	N/A	3/14/2022
RT002	2020 Arising Industry Trailer	TRAILER	N/A	9/11/2019
RT003	2020 Arising Industry Trailer (grout)	TRAILER	N/A	10/17/2019
RT004	2020 5x10 Utility Trailer	TRAILER	N/A	12/23/2020
RT005	2020 7x20 Utility Trailer	TRAILER/Dive	N/A	1/11/2021
RT006	2021 18x8 Big Tex Trailer	TRAILER	N/A	10/1/2021
RT008	2021 8.5 x 20 x 6'6 Enclosed Trailer	TRAILER	N/A	2/15/2022
RT009	2022 Big Tex 18x8 Trailer	TRAILER	N/A	2/25/2022
RT010	82x16 Tandem Axle Landscape Trailer	TRAILER	N/A	3/23/2022
IT001	2021 8X12 Medium Inversion Trailer	TRAILER	N/A	12/28/2021
LT001	2020 Rausch Trailer w Laser Equipment	TRAILER/LASER	N/A	11/18/2020
LT002	2021 CRMT Trailer w Laser Equipment	TRAILER/LASER	N/A	6/15/2021
LT003	2017 CRMT Trailer w Laser Equipment	TRAILER/LASER	N/A	7/14/2021
LT004	2011 CRMT Trailer w Laser Equipment (For Parts)	TRAILER/LASER		Jul-21

Similar Projects / Project Flow

Atlantic Pipe Services performs sanitary sewer rehabilitation on a routine basis. As submitted previously in this bid package, APS has completed three larger scale projects of similar nature recently; work was performed for Loxahatchee River Environmental District, Sunshine Water, and the City of Winter Park. All projects included pre-inspections for assessment, CIPP lining, and post lining inspection. Project flow is as follows:

Project Plan: Pipeline Cleaning & CCTV Inspection

All effective pipeline rehabilitation projects start with a clear, accurate CCTV inspection. Before a CCTV inspection can be performed, the pipeline must be cleaned. Without proper desilting, the video inspections can be rendered incapable to accomplish or provide incomplete data. Since the goal is to provide a complete assessment of the sewer system, APS believes that it is imperative to give a complete 360 degree view of the pipeline throughout the entire length of each pipe segment in the defined scope of work. Without a proper cleaning, a CCTV operator could be limited in providing an accurate inspection.

For Existing Sewer Pipeline cleaning (depending on the flow in the pipeline) will start with the operator setting a plug up stream to hold back any sewage debris flowing in during the cleaning and inspection process. If necessary, APS will use bypassing to prevent sewer back ups while working on a system. Once plugged a Vacuum Truck will jet out the debris in the pipeline using various hydraulic nozzles to a manhole where the debris are vacuumed up and put into the debris tank on the vac truck. Typically, APS crews will set up on the down stream manhole and let gravity aid them by running the nozzle up stream and pulling the debris back. Once the debris tank is filled up with debris vacuumed from the sewer system, APS will dispose of the debris at an off-site licensed sewage debris disposal location.

Once APS has preformed the cleaning on the pipelines. Crews will then perform a detailed inspection of the pipelines using NASSCO – MACP, LACP, PACP compliant code. Calling out all defects such a specific Cracks, Infiltration, etc. Along with noted defects, the following pieces of information will be inserted into the inspections software: Date, Project, Project #, Street Names, Structure locations and Structure #'s, Distance of pipe surveyed, coordinate locations to the 7th decimal, counter display, begin/end points, pipe diameter, pipe material, pipe shape, precise footage and clock position of all service connections, etc . Sufficient lighting will be ensured on all videos to allow for maximum clarity of the pipeline and the deficiencies. In all instances, the camera head will be centered in the pipe both vertically and horizontally. All APS camera equipment has tilt and pan capabilities to allow an up-close view of any deficiency or potential deficiency. As deficiencies are encountered, operators will stop and

provide clear and focused view of the deficiency and a narrative stating the location of the deficiency and a NASSCO compliant description stating the type of deficiency encountered. All notes in the video such as pipe diameter, pipe length, begin/end points, etc will also be available on the field inspection report that is submitted alongside the video.

After our CCTV inspection takes place, the videos are then submitted to APS' Quality Control Department. Once received, the data is sorted, and the videos/reports are reviewed for accuracy and added to our cloud service. Once uploaded, South Daytona will receive a link with all the videos and reports. This link will be updated with the latest videos/reports as the project progresses. The end goal is to have an organized and accurate database of our findings to turn over to the City so that determinations can be made about the condition and longevity of the existing infrastructure. APS prides ourselves in an organized approach to everything that we do. Video and data management is where our organized and systematic approach are brought to light.

Once the pipeline is evaluated and ready for installation, the following processes for an installation of a manhole to manhole CIPP liner will take place:

Bypass (if necessary) – Mainline flows that cannot be halted by temporarily backing up the pipeline during liner installation and cure shall be bypassed. Bypass capacity (pumps, bypass lines etc.) shall be sized to handle the expected flow during the liner installation and cure time. Flow from service connections (laterals) shall be halted by temporarily backing up the connections during liner installation and cure when the liner covers the service connection openings. Where service flows cannot be temporarily backed up in this manner (due to excessive flows or incoming heads), provisions shall be made for temporary bypassing of service flow using bypass pumping or other suitable means. Homeowners will be given door knocker notification 24-48 hours prior to liner installation.

Traffic Control – Maintenance of Traffic will be coordinated with the Prime contractor and will be in accordance with both applicable FDOT index and MUTCD.

Installation Method

Inversion- The liner will be installed using the inversion process. The inversion process will use either water column inversion or pressurized inversion (water or air). The heads or pressures used shall be in accordance with the head/pressure limits from the manufacturer of the tube. For water column/pressure inversion the effect of pipeline fall of rise shall be considered when applying head/pressure at the inversion location so that the head/pressure anywhere along the run does not exceed allowances for the manufacturer of the tube. The inversion shall proceed in a uniform controlled method and during inversion the head/pressure shall be maintained within a range that facilitates steady and controlled inversion. Unless special circumstances warrant, the head/pressure shall be always maintained in the liner during the inversion. In installations where a pull-in type liner may be used instead of an inversion type liner, pull forces shall be maintained below the rating of the liner manufacturer.

Hot water- circulated within the liner shall be used to elevate the temperature of the resin to effect a cure. During the cure the water in the liner shall be maintained at a head/pressure in accordance with requirements for the specific the size and thickness of the liner. A boiler of sufficient rating shall be used to add heat to the circulating water. Circulating pump(s) and internal hoses shall be sized to provide sufficient circulation of the hot water to

uniformly heat the liner. The temperature of the circulating hot water shall be monitored at the supply from and return to the boiler. The temperature of the liner outer surface shall be monitored at each end using thermocouples or other suitable measuring devices. After the CIPP liner has changed to a hard state, the cure heating shall be continued maintaining the liner at an elevated temperature for a period dependent on the size, thickness, and ongoing temperature measurements to ensure the full level of cure has been achieved. On completion of the heat cure, the liner shall be cooled down either naturally or by adding cold water to the circulating water while removing water. During cool down the head/pressure in the liner shall be maintained at the cure head. The rate of cool down shall be commensurate with the liner size and thickness to minimize shrinkage and internal stresses.

Steam- flowed through the interior of the liner shall be used to elevate temperature of the resin to effect a cure. Compressed air shall be mixed with the steam as required to moderate the steam temperature to produce a controlled heating of the liner, avoid hot spotting and prevent blistering of the polyurethane coating. The pressure of the steam/air mixture shall be controlled at the injection and venting manifold locations to maintain the required internal pressure on the liner in accordance with the requirements for the carrier tube internal pressure ratings. The temperature of the steam/air mixture shall be controlled and monitored at the mixing manifold. The

temperature of the liner outer surface shall be monitored at each end using thermocouples or other suitable measuring devices. After the CIPP liner has changed to a hard state, the cure heating shall be continued maintaining the liner at an elevated temperature for a period dependent on the size, thickness, and ongoing temperature measurements to ensure the full level of cure has been achieved. On completion of the heat cure, the liner shall be cooled down either naturally or by gradually reducing the amount of heating steam in the steam/air mixture to all air. During cool down the pressure in the liner shall be maintained at the cure pressure. The rate of cool down shall be commensurate with the liner size and thickness to minimize shrinkage and internal stresses.

Service Reconnection

On completion of the cool-down, the liner shall be cut open at each end releasing the water or air (depending on cure method). The top end shall always be opened or vented first (if not already open) to prevent vacuum being generated when water flows out at the downstream end. Where service connections (laterals) require reinstatement through the cured liner, openings shall be cut in the liner wall with a CCTV monitored robotic cutter. The locations for openings shall be as determined by dimpling of the liner at laterals and, where required, by pre-lining measurements made of the locations of the laterals. Depending on the number of laterals to be reinstated, reinstatement may commence by cutting a sufficient opening at each lateral to relieve any standing flow followed by returning to cut each lateral opening out to the full interior size of the existing lateral connection. Lateral reinstatement openings shall be neat, free of jagged edges or lips and conform to the size of the existing service lateral at the sewer.

All lateral connections will be reinstated unless directed otherwise by owner's representative.

Post CCTV Inspection

On completion of all installation and lateral reinstatements, the complete CIPP liner shall be CCTV inspected in accordance with NASSCO PACP specification. The inspection shall be free of steam or vapor

that obscures the picture and the flow level in the sewer shall be held sufficiently low to provide for a clear view of the lined pipeline. During the inspection, each lateral reinstatement shall be clearly visible on the inspection. A copy of the inspection video and log will be delivered as per contract specification.

BID FORM 8G:
Professional References for Previous Experience

The Vendor proposes that he/she is qualified to perform the referenced work and has successfully done so on recent projects similar in nature and size. The City reserves the right to check references and confirm information provided herein.

Please provide three (3) current and correct references from clients for similar services. (Do not include the City of South Daytona)

Reference 1:

<i>Company Name:</i>	Sunshine Water Services
<i>City, State:</i>	Altamonte Springs, FL
<i>Contact Person:</i>	Bryan Gongre
<i>Telephone Number:</i>	321.972.0360
<i>Email Address:</i>	Bryan.Gongre@sunshinewater.com
<i>Description of Goods or Services provided:</i>	Sanitary Sewer Cleaning, Inspections, and Repairs
<i>Contract Amount:</i>	\$933,816.00
<i>Start/End Date of Contract:</i>	7/22/2020 - 2/16/2021

Reference 2:

<i>Company Name:</i>	City of Winter Park
<i>City, State:</i>	Winter Park, FL
<i>Contact Person:</i>	Tom Best
<i>Telephone Number:</i>	407.691.7845
<i>Email Address:</i>	TBest@cityofwinterpark.org
<i>Description of Goods or Services provided:</i>	Bypass Pumping, Cleaning and Televising, CIPP Lining, Manhole Rehab.
<i>Contract Amount:</i>	\$366,074.00
<i>Start/End Date of Contract:</i>	10/1/21 - 9/31/22

Reference 3:

<i>Company Name:</i>	Loxahatchee River District
<i>City, State:</i>	Jupiter, FL
<i>Contact Person:</i>	Kris Dean
<i>Telephone Number:</i>	561.723.8263
<i>Email Address:</i>	Kris.Dean@lrecd.org
<i>Description of Goods or Services provided:</i>	Sanitary Sewer Assessment and CIPP Lining
<i>Contract Amount:</i>	\$990,821.66
<i>Start/End Date of Contract:</i>	2/15/2022 - 12/31/2022

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID.

BID FORM 8H: Listing of Subcontractors

The Vendor proposes that the following subcontractors are qualified to perform the referenced work and have successfully done so on recent projects similar in nature and size. All subcontractors whose work product accounts for 5% or more of the total contract value shall be listed. Upon approval of subcontractors listed, the successful Vendor shall not substitute subcontractors without approval from the City. Vendor shall attach additional sheets as necessary.

Subcontractor 1:

<i>Name:</i>	None Anticipated. APS will submit to City if Subcontractors become necessary		
<i>City, State:</i>			
<i>Description of Work:</i>			
<i>Percent of Contract Price:</i>		<i>Previous Experience Together:</i>	☐ Yes ☐ No

Subcontractor 2:

<i>Name:</i>			
<i>City, State:</i>			
<i>Description of Work:</i>			
<i>Percent of Contract Price:</i>		<i>Previous Experience Together:</i>	☐ Yes ☐ No

Subcontractor 3:

<i>Name:</i>			
<i>City, State:</i>			
<i>Description of Work:</i>			
<i>Percent of Contract Price:</i>		<i>Previous Experience Together:</i>	☐ Yes ☐ No

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID.

BID FORM 8I: Cured-in-Place Pipe Specs

A. REQUIREMENTS

1. The Contractor shall provide necessary warranty and documentation of required experience per the Contract Bid Submittal Requirements and as specified herein.
2. The OWNER requires all Customers to be notified a minimum of 5 calendar days of any anticipated flow interruptions. It is the Contractor's responsibility to make said Customer notifications.
3. The CIPP shall be continuous, jointless and structurally sound liner from manhole to manhole. All existing and confirmed lateral connections shall be internally reinstated/reopened. The Contractor will be responsible for sealing all manhole wall and lateral reinstatement connections.
4. The OWNER will pay for installed materials only per the Contract Bid Tabulation Bid Item Unit Cost.
5. All work shall adhere to Occupational Health and Safety Administration (OSHA) standards, current edition.
6. Maintenance of Traffic shall adhere to FDOT Design Standards, Index 600, current edition.

B. REFERENCE SPECIFICATIONS AND STANDARDS

- 1) This specification references the following American Society for Testing and Materials (ASTM) Standard Specifications, American Water Works Association (AWWA) Specifications and their reference standards, which are made a part hereof by such reference and shall be the latest edition and revision thereof. All work shall comply with the reference standards unless specifically stated otherwise in this Specification.
- a. ASTM D5813 - Standard Specification for Cured-in-Place Thermosetting Resin Sewer Pipe
 - b. ASTM F1216 - Standard Practice for Rehabilitation of Existing Pipelines and Conduits by the Inversion and Curing of a Resin-Impregnated Tube
 - c. ASTM F1743 - Standard Practice for Rehabilitation of Existing Pipelines and Conduits by Pulled-In-Place Installation of Cured-In-Place Thermosetting Resin Pipe
 - d. ASTM D543 - Standard and Practice for Evaluating the Resistance of Plastics to Chemical Reagents
 - e. ASTM D638 - Standard Test Method for Tensile Properties of Plastics
 - f. ASTM D790 - Standard Test Methods for Flexural Properties of Un-reinforced and Reinforced Plastics and Electrical Insulating Materials
 - g. ASTM D792 - Standard Test Methods for Density and Specific Gravity of Plastics by displacement
 - h. ASTM F2019-03 - Standard Practice for Rehabilitation of Existing Pipelines and Conduits by the Pulled in Place Installation of Glass Reinforced Plastic (GRP) Cured-In-Place Thermosetting Resin Pipe (CIPP)
 - i. ASTM D2122-98(2004) - Standard Test Method for Determining Dimensions of Thermoplastic Pipe and Fittings

- j. ASTM D2990 - Standard Test Methods for Tensile, Compressive, and Flexural Creep and Creep-Rupture of Plastics

C. PERFORMANCE WORK STATEMENT (PWS)

- 1) The Contractor shall submit, to the OWNER, a Performance Work Statement (PWS) at the pre-construction meeting, which clearly defines the CIPP product delivery in conformance with the requirements of these contract documents. Unless otherwise directed by the OWNER, the PWS shall at a minimum contain the following:
 - a. Clearly indicate that the CIPP will conform to the project requirements as outlined in the Description of Work and as delineated in these specifications.
 - b. Where the scope of work is specifically delineated in the contract documents, a detailed installation plan describing all preparation work, cleaning operations, pre-video inspections, by-pass pumping, maintenance of traffic, installation procedure, method of curing, lateral reinstatement, quality control, testing to be performed, final video inspection, warranties furnished and all else necessary and appropriate for a complete CIPP liner installation. A detailed installation schedule shall be prepared, submitted and conform to the requirements of this contract.
 - c. Contractor's description of the proposed CIPP lining technology, including a detailed plan for identifying all existing lateral connections and maintaining all Customer sewer service during CIPP installation.
 - d. A description of the CIPP materials to be furnished for the project. Materials shall be fully detailed in the submittals and conform to these specifications and/or shall conform to the pre-approved product submission.
 - e. The name and experience of each lead individual performing work on this Contract shall be submitted with the PWS.
 - f. Engineering design calculations, in accordance with the Appendix of ASTM F1216, for each length of liner to be installed including the thickness of each proposed CIPP. It will be acceptable for the Contractor to submit a design for the most severe line condition and apply that design to all of the line sections. These calculations shall be performed and certified by a qualified Professional Engineer. All calculations shall include data that conforms to the requirements of these specifications or has been pre-approved by the OWNER.
 - g. Proposed manufacturers technology data shall be submitted for all CIPP products and all associated technologies to be furnished.
 - h. A detailed description of the Contractor's proposed procedures for removal of roots/blockages in the pipe that may be encountered during the cleaning process.
 - i. A detailed public notification plan shall be prepared and submitted including detailed staged notification to Customers affected by the CIPP installation.

PART 2 – PRODUCTS

A. MATERIALS

1) The CIPP System must meet the chemical resistance requirements of these contract documents. All materials, shipped to the project site, shall be accompanied by test reports certifying that the material conforms to the ASTM standards listed herein. Materials shall be shipped, stored, and handled in accordance with the CIPP manufacturer's recommendations to avoid damage. Damage includes, but is not limited to, gouging, abrasion, flattening, cutting, puncturing, or ultra-violet (UV) degradation. On site storage locations, shall be approved by the OWNER. All damaged materials shall be promptly removed from the project site at the Contractor's expense and disposed of in accordance with all current applicable agency regulations.

B. FABRIC TUBE

- 1) The fabric tube shall consist of one or more layers of absorbent non-woven felt fabric, felt/fiberglass or fiberglass and meet the requirements of ASTM F1216, ASTM F1743, ASTM D5813 & ASTM F2019.
- 2) The fabric tube shall be capable of absorbing and carrying resins, constructed to withstand installation pressures and curing temperatures and have sufficient strength to bridge missing pipe segments, and stretch to fit irregular pipe sections. The Contractor shall submit certified information from the felt manufacturer on the nominal void volume in the felt fabric that will be filled with resin.
- 3) The wet-out fabric tube shall have a uniform thickness and excess resin distribution that when compressed at installation pressures will meet or exceed the design thickness after cure.
- 4) The fabric tube shall be manufactured to a size and length that when installed will tightly fit the internal circumference, meeting applicable ASTM standards or better, of the original pipe. Allowance shall be made for circumferential stretching during installation. The tube shall be properly sized to the diameter of the existing pipe and the length to be rehabilitated and be able to stretch to fit irregular pipe sections and negotiate bends. The Contractor shall determine the minimum tube length necessary to effectively span the designated run between manholes. The Contractor shall verify the lengths in the field prior to ordering and prior to impregnation of the tube with resin, to ensure that the tube will have sufficient length to extend the entire length of the run. The Contractor shall also measure the inside diameter of the existing pipe in the field prior to ordering liner so that the liner can be installed in a tight-fitted condition.
- 5) The outside and/or inside layer of the fabric tube (before inversion/pull-in, as applicable) shall be coated with an impermeable, flexible membrane that will contain the resin and facilitate, if applicable, vacuum impregnation and monitoring of the resin saturation during the resin impregnation (wet-out) procedure.
- 6) No material shall be included in the fabric tube that may cause de-lamination in the cured CIPP. No dry or unsaturated layers shall be acceptable upon visual inspection as evident by color contrast between the felt fabric and the activated resin containing a colorant.
- 7) The wall color of the interior pipe surface of CIPP after installation shall be a light reflective color so that a clear detailed examination with closed circuit television inspection equipment may be made. The hue of the color shall be dark enough to distinguish a contrast between the fully resin saturated felt fabric and dry or resin lean areas.
- 8) Seams in the fabric tube, if applicable, shall meet the requirements of ASTM D5813.

9) The outside of the fabric tube shall be marked every 5 feet with the name of the CIPP manufacturer, manufacturing lot and production footage.

10) The minimum length of the fabric tube shall be that deemed necessary by the installer to effectively span the distance from the starting manhole to the terminating manhole or access point, plus that amount required to run-in and run-out for the installation process.

11) The nominal fabric tube wall thickness shall be constructed, as a minimum, to the nearest 0.5 mm increment, rounded up from the design thickness for that section of installed CIPP. Wall thickness transitions, in 0.5 mm increments or greater as appropriate, may be fabricated into the fabric tube between installation entrance and exit access points. The quantity of resin used in the impregnation shall be sufficient to fill all of the felt voids for the nominal felt thickness.

C. RESIN

1) The resin shall be a corrosion resistant polyester or vinyl ester resin and catalyst system that when properly cured within the tube composite meets the requirements of ASTM F1216, ASTM F1743 or F2019, the physical properties herein, and those, which are to be utilized in the design of the CIPP for this project. The resin shall produce CIPP which will comply with or exceed the structural and chemical resistance requirements of this specification.

2) It is the desire of the OWNER that the CIPP liner adhere to the walls of the host pipe in as many locations as possible to reduce the likelihood of infiltration through the annular space between the host pipe and liner.

3) Therefore, **the basis of design shall be 100% epoxy resin**, or approved equal. Requests for consideration of equivalent resins other than 100% epoxy shall include a detailed comparison of the benefits & disadvantages (i.e. pros and cons) of the alternate resin system versus the basis of design 100% epoxy resin over the lifecycle of the product.

D. STRUCTURAL REQUIREMENTS

1) The physical properties and characteristics of the finished liner will vary considerably, depending on the types and mixing proportions of the materials used, and the degree of cure executed. It shall be the responsibility of the Contractor to control these variables and to provide a CIPP system which meets or exceeds the minimum properties specified herein:

- a. The CIPP shall be designed as per ASTM standards. The structural properties of the CIPP design shall assume no benefit related to bonding to the original pipe wall.
- b. The design engineer shall set the long term (50 year extrapolated) Creep Retention Factor at 33% of the initial design flexural modulus as determined by ASTM D790 test method. This value shall be used unless the Contractor submits long term test data (ASTM D2990) to substantiate a higher retention factor.
- c. The CIPP material shall, at a minimum, meet or exceed the structural properties, as listed below:
 - i. Flexural Strength (Short Term) 4,500 psi (ASTM D790)

- ii. Flexural Modulus of Elasticity (Short Term) 250,000 psi (ASTM D790) iii. Method Cured Composite Per ASTM F1216
- 2) The required structural CIPP wall thickness shall be based, as a minimum, on the physical properties of the cured composite and per the design of the Professional Engineer and in accordance with the Design Equations contained in the appendix of the ASTM standards, and the following design parameters:
 - a. Design Safety Factor - 2.0 (1.5 for pipes 36" or larger)
 - b. Creep Retention Factor - 33%
 - c. Ovality - 2% or as measured by field inspection
 - d. Constrained Soil Modulus Per AASHTO LRFD Section 12 and AWWA Manual M45
 - e. Groundwater Depth - As specified or indicated on the Plans
 - f. Soil Depth (above the crown) - As specified or indicated on the Plans
 - g. Live Load - Highway, railroad or airport as applicable
 - h. Soil Load (assumed) - 120 lb/cu. Ft.
 - i. Minimum service life - 50 years
- 3) The Contractor shall submit, prior to installation of the lining materials, certification of compliance with these specifications and/or the requirements of the pre-approved CIPP system. Certified material test results shall be included that confirm that all materials conform to these specification and/or the pre-approved system. Materials not complying with these requirements will be rejected.

E. PRODUCT SUBMITTALS

- 1) The Contractor shall submit the following information:
 - a. Manufacturer's certification that the materials to be used meet the referenced standards and these specifications.
 - b. License or certificate verifying Manufacturer's/Licenser's approval of the installer.
 - c. Proposed equipment and procedures for accomplishing the work.
 - d. Tube wet-out & cure method including:
 - i. A complete description of the proposed wet-out procedure for the proposed technology.
 - ii. The Manufacturer's recommended cure method for each diameter and thickness of CIPP liner to be installed. The PWS shall contain a detailed curing procedure detailing the curing medium and the method of application.
 - iii. Design calculations for wall thickness designs to be completed by an Engineer proficient in the pipe design.

PART 3 – CONSTRUCTION

A. PREPARATION AND CLEANING

- 1) Contractor shall perform pre-video inspection of the pipe to be lined. The Contractor shall provide the OWNER a copy of the video in digital format for review and approval.
- 2) The pre-video shall be after the pipe is cleaned.

- 3) The Contractor is responsible to clear the pipe of obstructions that will interfere with the installation and long-term performance of the CIPP.
 - 5) If the pre-video inspection reveals an obstruction, misalignment, broken or collapsed section or sag that was not identified as part of the original scope of work and will prohibit proper installation of the CIPP, the Contractor may be directed by the OWNER to correct the problem(s) prior to lining by utilizing open cut repair methods. The Contractor shall be compensated for this work under a Contract Bid Item.
- 6) The Contractor shall be responsible for confirming the locations of all lateral connections prior to installing and curing the CIPP.
- 7) In the event the status of a lateral connection cannot be adequately defined, the OWNER will make the final decision, prior to installation and curing of the liner, as to the status.
- 8) The Contractor may, under the direction of the OWNER, utilize any of the existing manholes in the project area as installation access points. If a road closure or detour is required due to the location of the gravity sanitary sewer, Contractor must obtain permission from the OWNER and maintenance authority of the road (e.g. City of Edgewater, County of Volusia, Florida Department of Transportation).
- 9) The Contractor shall remove all internal debris from the pipe that will interfere with the installation and the final product delivery of the CIPP as required in these specifications. Solid debris and deposits shall be removed from the system and disposed of properly by the Contractor. The Contractor shall dispose of all debris at no additional charge to the OWNER. Moving material from manhole section to manhole section shall not be allowed. As applicable, the Contractor shall either plug or install a by-pass pumping system to properly clean the pipe. Precaution shall be taken by the Contractor in the use of cleaning equipment to avoid damage to the existing pipe. The repair of any damage, caused by the cleaning equipment, shall be the responsibility of the Contractor.
- 10) The liquid portion of the any vacuumed material may be carefully decanted and returned to the OWNER's sanitary collection system at a location designated by the OWNER and only under direct supervision of OWNER's staff. Contractor shall coordinate such decanting operations subject to the availability and convenience of OWNER's staff. Contractor shall retain the solid portion, including any grease, grit, and gross solids, and any liquid in which such solids are entrained for disposal at a properly permitted facility. This allowance for decanting into OWNER's collection system requires continued good faith on the Contractor's part and may be limited or wholly rescinded at any time should OWNER observe or suspect that Contractor is not practicing due care in the adherence to these limitations.
- 11) The Contractor is responsible for construction water. The OWNER can supply the Contractor with a Temporary Construction Water Meter (with proper backflow prevention) provided an account is applied and paid for by the Contractor with the OWNER's Billing Department.

B. BY-PASS PUMPING

PART 1 – GENERAL

1.01 DESCRIPTION OF WORK

- A. The work covered by this section consists of providing all labor, equipment, material, and supplies and performing all operations required to bypass pump sewage around a manhole or sewer section in which work is to be performed. The Contractor shall be prepared to bypass pump sewage as part of his operations. The Contractor shall provide all pumps, piping and other equipment necessary to accomplish bypass pumping; perform all construction; obtain all permits; pay all costs; and perform complete restoration of all existing facilities to conditions equal or better than existed prior to construction and to the satisfaction of the Engineer. All costs to accomplish bypass pumping, at the required volume, and all associated work including restoration, shall be considered incidental to the work and no additional compensation will be allowed.

1.02 GENERAL

- A. When the depth of flow in the sewer line being televised or repaired is above the maximum allowable for the proposed work, then the Contractor shall reduce the flow to the level shown below by manual operation of pump stations, plugging or blocking of the flow or by pumping and bypassing of the flow as acceptable to the Engineer. For manual operation of pump stations, the Contractor shall coordinate such operations with the appropriate City personnel. Plugging or blocking of the flow shall only be allowed when the Contractor can demonstrate that the upstream gravity collection system can accommodate the surcharging without any adverse impact.
- B. The depth of flow in the sewer line being televised or repaired shall not exceed that shown for the respective pipe sizes and for the operations indicated.
- C. Initial Television Inspection. For the initial television inspection, the sewer line shall be blocked completely. No flow, except infiltration, will be allowed through the sewer line.
- D. Television Inspection Before and After Lining Installation. For the television inspection before and after lining installation the sewer line shall be blocked completely. No flow, except infiltration before lining, will be allowed through the sewer line.
- E. Other Television Inspection, including Warranty.

Pipe Size	Maximum Depth of Flow
6" – 10" Pipe	20 Percent (20%) of Pipe Diameter
12" – 24" Pipe	25 Percent (25%) of Pipe Diameter
Above 24" Pipe	30 Percent (30%) of Pipe Diameter

F. Television Inspection After Joint Testing/Sealing. For the television inspection after joint testing/sealing the sewer line shall be blocked completely. No flow will be allowed through the sewer line.

G. Joint Testing/Sealing

Pipe Size	Maximum Depth of Flow
6" – 10" Pipe	20 Percent (20%) of Pipe Diameter
12" – 24" Pipe	30 Percent (30%) of Pipe Diameter
Above 24" Pipe	35 Percent (35%) of Pipe Diameter

H. Pipe Lining Installation. For the pipe lining installation, the sewer line shall be blocked completely. No flow, except infiltration, will be allowed through the sewer line.

I. Manhole Repairs. For manhole repairs, the flow through the manhole shall be controlled or blocked completely, as required, to properly complete the repairs as specified.

1.03 SUBMITTALS

The Contractor shall submit a written plan describing his means and methods for flow control and bypass pumping to the Engineer for review.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION

3.01 PLUGGING AND BLOCKING

A. A sewer line plug shall be inserted into the line upstream of the section being televised or repaired. The plug shall be so designed that all or any portion of the upstream flow can be released. During the television inspections and repair operations the flow through the line

being worked shall be reduced to within the maximum limits stated above. After the work has been completed, the flow shall be restored to normal.

3.02 PUMPING AND BYPASSING

- A. When pumping and bypass pumping is required, as determined by the Engineer, the Contractor shall supply all necessary pumps, conduits, and other equipment to divert the flow around manhole section in which work is to be performed. The bypass system shall be of sufficient capacity to handle existing flow plus additional flow that may occur during rainstorm events. The Contractor will be responsible for furnishing the necessary labor and supervision to set up and operate the pumping and bypassing system. Pumps and equipment shall be continuously monitored by the Contractor during the periods that pumping and bypassing are required. If pumping is required on a 24-hour basis, engine shall be equipped in a manner to keep noise to a minimum.

3.03 FLOW CONTROL PRECAUTIONS

- A. When flow in a sewer line is plugged, blocked or bypassed by the Contractor, he shall take sufficient precautions to protect the public health and to protect the sewer lines from damage that might result from sewer surcharging. Further, the Contractor shall take precautions to insure that sewer flow control operations do not cause flooding or damage to public or private property being served by the sewers involved and he shall be responsible for any damage resulting from his flow control operations.
- B. When flow in a sewer line is plugged or blocked by the Contractor, he shall monitor the conditions upstream of the plug and shall be prepared to immediately start bypass pumping, if needed. Any liquid or solid matter which is bypass pumped from the sewer collection system shall be discharged to another sewer manhole or appropriate vehicle or container only. No such liquid or solid matter shall be allowed to be discharged, stored, or deposited on the ground, swale, road, stormwater drainage system or open environment. The Contractor shall protect all pumps, conduit and other equipment used for bypass pumping from traffic.
- C. Should the liquid or solid matter from the sewer collection system be spilled, discharged, leaked, or otherwise deposited to the open environment as a result of the Contractor's flow control operations, he shall be responsible for all cleanup and disinfection of the affected

area and all costs associated with same. The Contractor shall also be responsible for notifying the sewer system operating personnel and appropriate regulatory agencies and performing all required cleanup operations at no additional cost to the Owner.

C. INSTALLATION OF LINER

- 1) Neither the CIPP system, nor its installation, shall cause adverse effects to any of the OWNER's processes or facilities. The use of the product shall not result in the formation or production of any detrimental compounds or by-products at the wastewater treatment plant. The Contractor shall notify the OWNER and identify any by-products produced as a result of the installation operations, test and monitor the levels, and comply with any and all local waste discharge requirements.
- 2) The CIPP liner shall be installed and fully cured prior to installation of a Manhole Liner.
- 3) The Contractor shall clean-up, restore existing surface conditions and structures, and repair any of the CIPP system determined to be defective. The Contractor shall conduct installation operations and schedule clean-up in a manner to cause the least possible obstruction and inconvenience to Customers, traffic, pedestrians, businesses, etc.
- 4) The CIPP liner shall be installed and cured in the host pipe in accordance with the CIPP manufacturer's recommendations as described and submitted in the PWS.
- 5) The CIPP liner shall be constructed of materials and methods, that when installed, shall provide a continuous, jointless and structurally sound liner from manhole to manhole able to withstand all imposed static and/or dynamic loads, and free of all defects that will affect the long term life and operation of the pipe.
- 6) CIPP installation shall be in accordance with the applicable ASTM standards with the following modification:
 - a. The wet-out tube shall be positioned in the pipe using the method specified by the manufacturer. Care should be exercised not to damage the tube as a result of installation. The tube should be pulled-in or inverted through an existing manhole or approved access point and fully extend to the next designated manhole or termination point.
- 7) Prior to installation, and in accordance with the CIPP manufacturer's recommendations, remote temperature gauges or sensors shall be placed inside the host pipe to monitor the temperatures during the cure cycle. Liner and/or host pipe interface temperature shall be monitored and logged during curing of the liner.
- 8) Curing shall be accomplished by utilizing the appropriate medium in accordance with the CIPP manufacturer's recommended cure schedule. The curing source or in and output temperatures shall be monitored and logged during the cure cycles. The CIPP manufacturer's recommended cure schedule shall be used for each line segment installed, and the liner wall thickness and the existing ground conditions with regard to temperature, moisture level, and thermal conductivity of soil, per ASTM as applicable, shall be taken into account by the Contractor.
- 9) The CIPP liner shall not be installed through a manhole. Each liner shall begin and end at a manhole.

D. COOL DOWN

- 1) The Contractor shall cool the liner in accordance with the CIPP manufacturer's recommendations as described and outlined in the PWS.
- 2) Temperatures and curing data shall be monitored and recorded, by the Contractor, throughout the installation process to ensure that each phase of the process is achieved as approved in accordance with the CIPP manufacturer's recommendations.

E. FINISH

- 1) The installed CIPP shall be continuous over the entire length of a pipe section and be free from visual defects such as foreign inclusions, dry spots, pinholes, major wrinkles and delamination. The lining shall be impervious and free of any leakage from the pipe to the surrounding ground or from the ground to inside the lined pipe.
- 2) Any defect, which will or could affect the structural integrity or strength of the linings, shall be repaired at the Contractor's expense, in accordance with the procedures submitted under Part 3, G. CIPP Repair/Replacement.
- 3) The beginning and end of the CIPP shall be sealed to the existing host pipe. The sealing material shall be compatible with the pipe end and shall provide a watertight seal.
- 4) The connection at the host pipe interface with all service laterals shall be sealed to provide a water tight seal. The sealing material shall be compatible with the pipe end and shall provide a watertight seal.
 - 3) If the wall of the CIPP leaks, it shall be repaired or removed and replaced with a watertight liner in accordance with the CIPP manufacturer's recommendations.

F. MANHOLE AND LATERAL CONNECTIONS

- 1) A seal, consisting of a resin mixture or hydrophilic seal compatible with the installed CIPP shall be applied at manhole walls and at all lateral connections in accordance with the CIPP manufacturer's recommendations.
- 2) The maximum a lateral can be plugged is 8 hours. Lateral connections may not remain plugged overnight.
- 3) Laterals shall be internally reinstated unless indicated otherwise in the contract documents.
- 4) Lateral reinstatement shall be made after the CIPP has been installed, fully cured, and cooled down. It is the Contractor's responsibility to make sure that all lateral connections are reinstated.
- 5) All existing and confirmed lateral connections shall be internally reinstated/re-opened to their original shape and capacity (minimum 95%) using a CCTV camera and remote cutting tool. Lateral connections shall not be cut more than 100% of the original shape or capacity.
- 6) In the event that lateral reinstatements result in openings that are greater than 100% of the original opening, the Contractor shall install a CIPP type repair, sufficiently in size, to repair the over-cut lateral opening, at no additional charge to the OWNER.

- 7) The edges of the opening shall not have pipe fragments or liner fragments, which may obstruct flow or snag debris. All over-cut lateral connections will be properly repaired to meet the requirements of these specifications.
- 8) Pipe coupons resulting from lateral reinstatements shall be collected at the downstream manhole prior to leaving the site. At no time shall coupons be left in the gravity sanitary sewer system.

G. CIPP REPAIR/REPLACEMENT

- 1) Occasionally installation will result in the need to repair or replace a defective CIPP. The Contractor shall outline specific repair or replacement procedures for potential defects that may occur in the installed CIPP. Repair/replacement procedures shall be accordance with the CIPP manufacturer's recommendations and shall be submitted as part of the PWS.
- 2) Defects in the installed CIPP that will not affect the operation and long term life of the product shall be identified and defined.
- 3) Repairable defects that may occur in the installed CIPP shall be specifically defined by the Contractor based on manufacturer's recommendations, including a detailed step-by-step repair procedure, resulting in a finished product meeting the requirements of these contract specifications.
- 4) Un-repairable defects that may occur to the CIPP shall be clearly defined by the Contractor based on the manufacturer's recommendations, including a recommended procedure for the removal and replacement of the CIPP.

PART 4 – FINAL COMPLETION

A. TESTING

- 1) The Contractor shall have an independent testing lab analyze finished liner regarding the ASTM standards for Tensile Properties, Flexural Modulus, Chemical Resistance and wall thickness (or as specified by the OWNER). Samples shall be taken from manhole cutoffs and lateral coupons.
- 2) A minimum of 1 sample shall be taken of the first segment installed at each location specified in the Contract Bid Documents.
- 3) A minimum of 2 samples shall be taken for each 2,500 linear feet of liner installed or for each manufacturing lot.
- 4) The laboratory results shall identify the test sample location as referenced to the nearest manhole and station.
- 5) If properties tested do not meet minimum requirements, the liner shall be repaired or replaced by the Contractor, at no cost to the OWNER.
- 6) The installed liner thickness shall be measured for each line section installed. If the liner thickness does not meet these specifications then the liner shall be repaired or removed by the Contractor at no cost to the OWNER. The liner thickness shall have tolerance of minus 5% plus 50%. The Contractor may use industry proven, non-destructive methods for confirming the thickness of the installed liner.

- 7) The Contractor shall furnish removable sizing sleeves, when possible, to collect liner samples, which accurately replicate the hose pipe diameter.
- 8) All liner testing and repairs to the installed CIPP shall be completed before Final Completion and Final Payment to the Contractor.

B. INSPECTIONS

- 1) Contractor shall perform a post-video inspection of the lined pipe. The Contractor shall provide the OWNER a copy of the video in digital format for review and approval.
- 2) Immediately prior to conducting the post-video, the Contractor shall thoroughly clean the newly installed liner removing all debris and buildup that may have accumulated.
- 3) The post-video shall be after the installation of the CIPP and all laterals are reinstated.
- 4) The post-video will visual inspect the finished liner as follows:
 - a. Shall be continuous over the entire length of the installation and shall be free of significant visual defects, damage, deflection, holes, leaks and other defects.
 - a. Shall maintain the overall hydraulic capacity of the original pipe diameter. In those cases where full capacity cannot be achieved after liner installation, the Contractor shall submit a request to waive this requirement, together with the reasons for the waiver request. Calculated capacities may be derived using a commonly accepted roughness coefficient for the existing pipe material taking into consideration its age and condition.
- 2) The post-video shall be submitted to the OWNER within ten (10) working days of the liner installation. The data shall note the inspection date, location of all reconnected side sewers, debris, as well as any other defects in the liner, including, but not limited to, gouges, cracks, bumps, or bulges.
- 3) If post installation inspection documentation is not submitted within Ten (10) working days of the liner installation, the OWNER may at its discretion suspend any further installation of CIPP until the post-installation documentation is submitted. As a result of this suspension, no additional working days will be added to the contract, nor will any adjustment be made for increase in cost.
- 4) Bypass pumping or plugging from the upstream manhole shall be utilized to minimize sewer from entering the pipe during the post-video inspection. In the case of bellies in the line, the pipe shall be cleared of any standing water to provide continuous visibility during the inspection.
- 5) Where leakage is observed through the wall of the pipe, the Contractor shall institute additional testing including but not limited to air testing, localized testing and any other testing that will verify the leak-proof integrity of the installed liner to the satisfaction of the OWNER.

C. AS-BUILTS

- 1) As-Built drawings/reports and pre & post inspection videos shall be submitted to the OWNER for review and approval for Final Completion contract date. As-Built

drawings will include the identification of the work completed by the Contractor and shall be prepared on one set of Contract Drawings provide to the Contractor at the onset of the project.

- 2) As-Built drawings shall be kept on the project site at all times, shall include all necessary information as outlined in the PWS or as agreed to by the OWNER and the Contractor at the start of the Contract and shall be updated as the work is being completed, and shall be clearly legible.

D. WARRANTY

- 1) The Contractor shall provide necessary warranty and documentation of required experience per the Contract Bid Submittal Requirements and as specified herein.
- 2) The CIPP manufacturer shall warrant the liner to be free from defects in raw materials for a minimum of one (1) year, or as specified in the Contract Bid Submittal Requirements, from the date of installation and Final Completion by the OWNER.
- 3) The Contractor shall warrant the CIPP installation for a minimum of one (1) year, or as specified in the Contract Bid Submittal Requirements, from the date of installation and Final Completion by the OWNER.
- 4) During the CIPP manufacturer and Contractor warranty period, any defect found that may materially affect the integrity, strength, function and/or operation of the pipe shall be repaired at the Contractor's expense in accordance with procedures included in Part 3, G. CIPP Repair/Replacement at no cost to the OWNER.
- 5) The OWNER may inspect all or portions of the lined pipe during the warranty period and if found that any of the liners have developed abnormalities since the time of Final Completion, the abnormalities shall be repaired and/or replaced as defined in Part 3, G.
CIPP Repair/Replacement at no cost to the OWNER.

END OF SECTION

South Daytona - Addendum to Sewer Lining Agreement Bid # 23-005

Storm Pipe Lining		Unit Price	Minimum Footage
12" Diameter: 6mm	LF	\$ 68.11	150
12" CIPP Thickness Variance: 1.5mm	LF	\$ 2.00	
15" Diameter: 7.5mm	LF	\$ 84.13	150
15" CIPP Thickness Variance: 1.5mm	LF	\$ 2.00	
16" Diameter: 7.5mm	LF	\$ 87.31	150
16" CIPP Thickness Variance: 1.5mm	LF	\$ 2.00	
18" Diameter: 9mm	LF	\$ 94.60	150
18" CIPP Thickness Variance: 1.5mm	LF	\$ 3.00	
24" Diameter: 10.5mm	LF	\$ 120.05	150
24" CIPP Thickness Variance: 1.5mm	LF	\$ 4.00	
30" Diameter: 13.5mm	LF	\$ 150.09	150
30" CIPP Thickness Variance: 1.5mm	LF	\$ 6.00	
36" Diameter: 15mm	LF	\$ 179.27	150
36" CIPP Thickness Variance: 1.5mm	LF	\$ 9.00	
42" Diameter: 18mm	LF	\$ 219.22	150
42" CIPP Thickness Variance: 1.5mm	LF	\$ 10.00	
48" Diameter: 21mm	LF	\$ 268.91	150
48" CIPP Thickness Variance: 1.5mm	LF	\$ 12.00	
54" Diameter: 24mm	LF	\$ 369.54	150
54" CIPP Thickness Variance: 1.5mm	LF	\$ 16.00	
60" Diameter: 27mm	LF	\$ 421.84	150
60" CIPP Thickness Variance: 1.5mm	LF	\$ 18.00	
Light Cleaning 8-12"	LF	\$ 2.50	150
Light Cleaning 15-18"	LF	\$ 3.00	150
Light Cleaning 24"	LF	\$ 5.00	150
Light Cleaning 30"	LF	\$ 5.50	150
Light Cleaning 36"	LF	\$ 9.00	150
Heavy Cleaning 8-12"	LF	\$ 4.50	150
Heavy Cleaning 15-18"	LF	\$ 6.50	150
Heavy Cleaning 24"	LF	\$ 9.00	150
Heavy Cleaning 30"	LF	\$ 13.50	150
Heavy Cleaning 36"	LF	\$ 18.00	150
Mechanical Cleaning 8-12"	LF	\$ 9.00	150
Mechanical Cleaning 15-18"	LF	\$ 15.00	150
Mechanical Cleaning 24"	LF	\$ 20.00	150
Mechanical Cleaning 30"	LF	\$ 24.00	150
Mechanical Cleaning 36"	LF	\$ 35.00	150
CCTV Mainline	LF	2.50	150
Easment Access	EA	\$ 550.00	5
Plugging and Dewatering	Per Day	\$ 3900.00	1

Pressure Grout 8" Storm or Sewer	EA	\$ <u>650</u>	<u>4</u>
Pressure Grout 10" Storm or Sewer	EA	\$ <u>650</u>	<u>4</u>
Pressure Grout 12" Storm or Sewer	EA	\$ <u>850</u>	<u>3</u>
Pressure Grout 15" Storm or Sewer	EA	\$ <u>850</u>	<u>3</u>
Pressure Grout 16" Storm or Sewer	EA	\$ <u>850</u>	<u>3</u>
Pressure Grout 18" Storm or Sewer	EA	\$ <u>1050</u>	<u>3</u>
Pressure Grout 24" Storm or Sewer	EA	\$ <u>1050</u>	<u>3</u>
Pressure Grout 30" Storm	EA	\$ <u>1300</u>	<u>2</u>
Pressure Grout 36" Storm	EA	\$ <u>1300</u>	<u>2</u>
Pressure Grout 42" Storm	EA	\$ <u>1650</u>	<u>2</u>
Pressure Grout 48" Storm	EA	\$ <u>1650</u>	<u>2</u>
Pressure Grout 54" Storm	EA	\$ <u>2000</u>	<u>2</u>
Pressure Grout 60" Storm	EA	\$ <u>2000</u>	<u>2</u>

RESOLUTION 2023-204

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, AUTHORIZING APPROVAL AND EXECUTION OF PUBLIC TRANSPORTATION GRANT AGREEMENT (PTGA) #432756-2-94-24 WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) FOR FERNANDINA BEACH MUNICIPAL AIRPORT STORM WATER DRAINAGE IMPROVEMENTS; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Florida Department of Transportation has provided a public transportation grant agreement authorizing grant funding for storm water drainage improvements at the Fernandina Beach Municipal Airport; and

WHEREAS, PTGA #432756-2-94-24 provides grant funding for a total allowable project cost of up to \$140,000; and

WHEREAS, this project is consistent with the Airport 5-Year Capital Plan which includes storm water drainage improvements at the Fernandina Beach Municipal Airport.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, THAT:

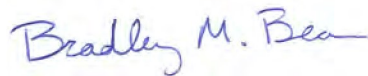
SECTION 1. The City Commission hereby authorizes approval and execution of FDOT Public Transportation Grant Agreement #432756-2-94-24, attached hereto as Exhibit "A", authorizing grant funding for storm water drainage improvements at the Fernandina Beach Municipal Airport.

SECTION 2. The City Manager and City Clerk are hereby authorized to execute FDOT Public Transportation Grant Agreement #432756-2-94-24, upon review of the City Attorney.

SECTION 3. This Resolution shall become effective immediately upon passage.

ADOPTED this 7th day of November, 2023.

CITY OF FERNANDINA BEACH



BRADLEY M. BEAN
Commissioner - Mayor

ATTEST:

APPROVED AS TO FORM & LEGALITY:



CAROLINE BEST
City Clerk



TAMMI E. BACH
City Attorney

PUBLIC TRANSPORTATION
GRANT AGREEMENT

Financial Project Number(s): (item-segment-phase-sequence) 432756-2-94-24	Fund(s): Work Activity Code/Function: Federal Number/Federal Award Identification Number (FAIN) – Transit only:	DPTO 215 N/A N/A	FLAIR Category: 088719 Object Code: 751000 Org. Code: 55022020228 Vendor Number: VF596000317019
Contract Number:	Federal Award Date:		
CFDA Number: N/A	Agency SAM/UEI Number:		
CFDA Title: N/A			
CSFA Number: 55.004			
CSFA Title: Aviation Grant Program			

THIS PUBLIC TRANSPORTATION GRANT AGREEMENT ("Agreement") is entered into November 7, 2023, by and between the State of Florida, Department of Transportation, ("Department"), and City of Fernandina Beach, ("Agency"). The Department and the Agency are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties."

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

- 1. Authority.** The Agency, by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D", Agency Resolution** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf. The Department has the authority pursuant to Section(s) 332.007, Florida Statutes, to enter into this Agreement.
- 2. Purpose of Agreement.** The purpose of this Agreement is to provide for the Department's participation in Fernandina Beach Municipal Airport storm water drainage improvements, as further described in **Exhibit "A", Project Description and Responsibilities**, attached and incorporated into this Agreement ("Project"), to provide Department financial assistance to the Agency, state the terms and conditions upon which Department funds will be provided, and to set forth the manner in which the Project will be undertaken and completed.
- 3. Program Area.** For identification purposes only, this Agreement is implemented as part of the Department program area selected below (select all programs that apply):

- ☒ **Aviation**
- ☐ **Seaports**
- ☐ **Transit**
- ☐ **Intermodal**
- ☐ **Rail Crossing Closure**
- ☐ **Match to Direct Federal Funding** (Aviation or Transit)
- ☐ (Note: Section 15 and Exhibit G do not apply to federally matched funding)
- ☐ **Other**

- 4. Exhibits.** The following Exhibits are attached and incorporated into this Agreement:

- ☒ Exhibit A: Project Description and Responsibilities
- ☒ Exhibit B: Schedule of Financial Assistance
- ☐ *Exhibit B1: Deferred Reimbursement Financial Provisions
- ☐ *Exhibit B2: Advance Payment Financial Provisions
- ☐ *Exhibit B3: Alternative Advanced Pay (Transit Bus Program)
- ☒ *Exhibit C: Terms and Conditions of Construction
- ☒ Exhibit D: Agency Resolution
- ☒ Exhibit E: Program Specific Terms and Conditions
- ☒ Exhibit F: Contract Payment Requirements
- ☒ *Exhibit G: Audit Requirements for Awards of State Financial Assistance

**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

- *Exhibit H: Audit Requirements for Awards of Federal Financial Assistance
— *Exhibit I: Certification of Disbursement of Payment to Vehicle and/or Equipment Vendor
— *Additional Exhibit(s):

*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

5. **Time.** Unless specified otherwise, all references to “days” within this Agreement refer to calendar days.

6. **Term of Agreement.** This Agreement shall commence upon full execution by both Parties (“Effective Date”) and continue through September 30, 2026. If the Agency does not complete the Project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed prior to the Effective Date or after the expiration date of this Agreement will not be reimbursed by the Department.

a. ☐ If this box is checked the following provision applies:

Unless terminated earlier, work on the Project shall commence no later than the day of , or within days of the issuance of the Notice to Proceed for the construction phase of the Project (if the Project involves construction), whichever date is earlier. The Department shall have the option to immediately terminate this Agreement should the Agency fail to meet the above-required dates.

7. **Amendments, Extensions, and Assignment.** This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be renewed. This Agreement shall not be assigned, transferred, or otherwise encumbered by the Agency under any circumstances without the prior written consent of the Department.

8. **Termination or Suspension of Project.** The Department may, by written notice to the Agency, suspend any or all of the Department’s obligations under this Agreement for the Agency’s failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected.

a. Notwithstanding any other provision of this Agreement, if the Department intends to terminate the Agreement, the Department shall notify the Agency of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.

c. If the Agreement is terminated before performance is completed, the Agency shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department’s maximum financial assistance. If any portion of the Project is located on the Department’s right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Agency.

d. In the event the Agency fails to perform or honor the requirements and provisions of this Agreement, the Agency shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.

e. The Department reserves the right to unilaterally cancel this Agreement for failure by the Agency to comply with the Public Records provisions of Chapter 119, Florida Statutes.

**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

9. Project Cost:

- a. The estimated total cost of the Project is \$140,000. This amount is based upon **Exhibit "B", Schedule of Financial Assistance**. The timeline for deliverables and distribution of estimated amounts between deliverables within a grant phase, as outlined in **Exhibit "B", Schedule of Financial Assistance**, may be modified by mutual written agreement of the Parties and does not require execution of an **Amendment to the Public Transportation Grant Agreement**. The timeline for deliverables and distribution of estimated amounts between grant phases requires an amendment executed by both Parties in the same form as this Agreement.
- b. The Department agrees to participate in the Project cost up to the maximum amount of \$140,000 and, the Department's participation in the Project shall not exceed 100.00% of the total eligible cost of the Project, and as more fully described in **Exhibit "B", Schedule of Financial Assistance**. The Agency agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits involved.

10. Compensation and Payment:

- a. **Eligible Cost.** The Department shall reimburse the Agency for allowable costs incurred as described in **Exhibit "A", Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**.
- b. **Deliverables.** The Agency shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A", Project Description and Responsibilities**. Modifications to the deliverables in **Exhibit "A", Project Description and Responsibilities** requires a formal written amendment.
- c. **Invoicing.** Invoices shall be submitted no more often than monthly by the Agency in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable, and verifiable deliverables as established in **Exhibit "A", Project Description and Responsibilities**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursement. Requests for reimbursement by the Agency shall include an invoice, progress report, and supporting documentation for the deliverables being billed that are acceptable to the Department. The Agency shall use the format for the invoice and progress report that is approved by the Department.
- d. **Supporting Documentation.** Supporting documentation must establish that the deliverables were received and accepted in writing by the Agency and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A", Project Description and Responsibilities** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F", Contract Payment Requirements**.
- e. **Travel Expenses.** The selected provision below is controlling regarding travel expenses:

☒ Travel expenses are NOT eligible for reimbursement under this Agreement.

☐ Travel expenses ARE eligible for reimbursement under this Agreement. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061,

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Florida Statutes, and the most current version of the Department's Disbursement Handbook for Employees and Managers.

- f. Financial Consequences.** Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes, or the Department's Comptroller under Section 334.044(29), Florida Statutes. If the Department determines that the performance of the Agency is unsatisfactory, the Department shall notify the Agency of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Agency shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Agency will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Agency will not be reimbursed. If the deficiency is subsequently resolved, the Agency may bill the Department for the amount that was previously not reimbursed during the next billing period. If the Agency is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

- g. Invoice Processing.** An Agency receiving financial assistance from the Department should be aware of the following time frames. Inspection or verification and approval of deliverables shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables are received, inspected or verified, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Agency. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices that have to be returned to an Agency because of Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agency who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

- h. Records Retention.** The Agency shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the Project records, together with supporting documents and records, of the Contractor and all subcontractors performing work on the Project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.
- i. Progress Reports.** Upon request, the Agency agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.
- j. Submission of Other Documents.** The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department

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may require as listed in **Exhibit "E", Program Specific Terms and Conditions** attached to and incorporated into this Agreement.

- k. Offsets for Claims.** If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement that it has with the Agency owing such amount if, upon written demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- l. Final Invoice.** The Agency must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- m. Department's Performance and Payment Contingent Upon Annual Appropriation by the Legislature.** The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Agency. See **Exhibit "B", Schedule of Financial Assistance** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.
- n. Limits on Contracts Exceeding \$25,000 and Term more than 1 Year.** In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."
- o. Agency Obligation to Refund Department.** Any Project funds made available by the Department pursuant to this Agreement that are determined by the Department to have been expended by the Agency in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Agency files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.
- p. Non-Eligible Costs.** In determining the amount of the payment, the Department will exclude all Project costs incurred by the Agency prior to the execution of this Agreement, costs incurred after the expiration of the Agreement, costs that are not provided for in **Exhibit "A", Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**, costs agreed to be borne by the Agency or its contractors and subcontractors for

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not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangement that has not been approved in writing by the Department. Specific unallowable costs may be listed in **Exhibit "A", Project Description and Responsibilities**.

11. General Requirements. The Agency shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

- a. **Necessary Permits Certification.** The Agency shall certify to the Department that the Agency's design consultant and/or construction contractor has secured the necessary permits.
- b. **Right-of-Way Certification.** If the Project involves construction, then the Agency shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, even if no right-of-way is required.
- c. **Notification Requirements When Performing Construction on Department's Right-of-Way.** In the event the cost of the Project is greater than \$250,000.00, and the Project involves construction on the Department's right-of-way, the Agency shall provide the Department with written notification of either its intent to:
 - i. Require the construction work of the Project that is on the Department's right-of-way to be performed by a Department prequalified contractor, or
 - ii. Construct the Project utilizing existing Agency employees, if the Agency can complete said Project within the time frame set forth in this Agreement.
- d. ☐ If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce.** In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).
- e. ☐ If this box is checked, then the Agency is permitted to utilize **Indirect Costs: Reimbursement for Indirect Program Expenses** (select one):
 - i. ☐ Agency has selected to seek reimbursement from the Department for actual indirect expenses (no rate).
 - ii. ☐ Agency has selected to apply a de minimus rate of 10% to modified total direct costs. Note: The de minimus rate is available only to entities that have never had a negotiated indirect cost rate. When selected, the de minimus rate must be used consistently for all federal awards until such time the agency chooses to negotiate a rate. A cost policy statement and de minimis certification form must be submitted to the Department for review and approval.
 - iii. ☐ Agency has selected to apply a state or federally approved indirect cost rate. A federally approved rate agreement or indirect cost allocation plan (ICAP) must be submitted annually.
- f. **Agency Compliance with Laws, Rules, and Regulations, Guidelines, and Standards.** The Agency shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

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- g. **Claims and Requests for Additional Work.** The Agency shall have the sole responsibility for resolving claims and requests for additional work for the Project. The Agency will make best efforts to obtain the Department's input in its decisions. The Department is not obligated to reimburse for claims or requests for additional work.

12. Contracts of the Agency:

- a. **Approval of Third Party Contracts.** The Department specifically reserves the right to review and approve any and all third party contracts with respect to the Project before the Agency executes or obligates itself in any manner requiring the disbursement of Department funds, including consultant and purchase of commodities contracts, or amendments thereto. If the Department chooses to review and approve third party contracts for this Project and the Agency fails to obtain such approval, that shall be sufficient cause for nonpayment by the Department. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same. If Federal Transit Administration (FTA) funds are used in the Project, the Department must exercise the right to third party contract review.
- b. **Procurement of Commodities or Contractual Services.** It is understood and agreed by the Parties hereto that participation by the Department in a project with the Agency, where said project involves the purchase of commodities or contractual services where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Section 287.017, Florida Statutes, is contingent on the Agency complying in full with the provisions of Section 287.057, Florida Statutes. The Agency's Authorized Official shall certify to the Department that the Agency's purchase of commodities or contractual services has been accomplished in compliance with Section 287.057, Florida Statutes. It shall be the sole responsibility of the Agency to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B", Schedule of Financial Assistance**, or that is not consistent with the Project description and scope of services contained in **Exhibit "A", Project Description and Responsibilities** must be approved by the Department prior to Agency execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department, in accordance with this Agreement.
- c. **Consultants' Competitive Negotiation Act.** It is understood and agreed by the Parties to this Agreement that participation by the Department in a project with the Agency, where said project involves a consultant contract for professional services, is contingent on the Agency's full compliance with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Agency's Authorized Official shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.
- d. **Disadvantaged Business Enterprise (DBE) Policy and Obligation.** It is the policy of the Department that DBEs, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement. The Agency and its contractors agree to ensure that DBEs have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBEs have the opportunity to compete for and perform contracts. The Agency and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

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13. Maintenance Obligations. In the event the Project includes construction or the acquisition of commodities then the following provisions are incorporated into this Agreement:

- a. The Agency agrees to accept all future maintenance and other attendant costs occurring after completion of the Project for all improvements constructed or commodities acquired as part of the Project. The terms of this provision shall survive the termination of this Agreement.

14. Sale, Transfer, or Disposal of Department-funded Property:

- a. The Agency will not sell or otherwise transfer or dispose of any part of its title or other interests in real property, facilities, or equipment funded in any part by the Department under this Agreement without prior written approval by the Department.
- b. If a sale, transfer, or disposal by the Agency of all or a portion of Department-funded real property, facilities, or equipment is approved by the Department, the following provisions will apply:
 - i. The Agency shall reimburse the Department a proportional amount of the proceeds of the sale of any Department-funded property.
 - ii. The proportional amount shall be determined on the basis of the ratio of the Department funding of the development or acquisition of the property multiplied against the sale amount, and shall be remitted to the Department within ninety (90) days of closing of sale.
 - iii. Sale of property developed or acquired with Department funds shall be at market value as determined by appraisal or public bidding process, and the contract and process for sale must be approved in advance by the Department.
 - iv. If any portion of the proceeds from the sale to the Agency are non-cash considerations, reimbursement to the Department shall include a proportional amount based on the value of the non-cash considerations.
- c. The terms of provisions "a" and "b" above shall survive the termination of this Agreement.
 - i. The terms shall remain in full force and effect throughout the useful life of facilities developed, equipment acquired, or Project items installed within a facility, but shall not exceed twenty (20) years from the effective date of this Agreement.
 - ii. There shall be no limit on the duration of the terms with respect to real property acquired with Department funds.

15. Single Audit. The administration of Federal or State resources awarded through the Department to the Agency by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of Federal awards or State financial assistance or limit the authority of any state agency inspector general, the State of Florida Auditor General, or any other state official. The Agency shall comply with all audit and audit reporting requirements as specified below.

Federal Funded:

- a. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to Federal awards provided

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through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO), or State of Florida Auditor General.

- b. The Agency, a non-Federal entity as defined by 2 CFR Part 200, Subpart F – Audit Requirements, as a subrecipient of a Federal award awarded by the Department through this Agreement, is subject to the following requirements:
- i. In the event the Agency expends a total amount of Federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Agency must have a Federal single or program-specific audit conducted for such fiscal year in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. **Exhibit “H”, Audit Requirements for Awards of Federal Financial Assistance**, to this Agreement provides the required Federal award identification information needed by the Agency to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining Federal awards expended in a fiscal year, the Agency must consider all sources of Federal awards based on when the activity related to the Federal award occurs, including the Federal award provided through the Department by this Agreement. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.
 - ii. In connection with the audit requirements, the Agency shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.
 - iii. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards, the Agency is exempt from Federal audit requirements for that fiscal year. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency’s audit period for each applicable audit year. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards in a fiscal year and ~~elects~~ to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-Federal resources (*i.e.*, the cost of such an audit must be paid from the Agency’s resources obtained from other than Federal entities).
 - iv. The Agency must electronically submit to the Federal Audit Clearinghouse (FAC) at <https://harvester.census.gov/facweb/> the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor’s report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor’s report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.
 - v. Within six months of acceptance of the audit report by the FAC, the Department will review the Agency’s audit reporting package, including corrective action plans and

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management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the Federal award provided through the Department by this Agreement. If the Agency fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:

1. Temporarily withhold cash payments pending correction of the deficiency by the Agency or more severe enforcement action by the Department;
 2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
 3. Wholly or partly suspend or terminate the Federal award;
 4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and Federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the Federal awarding agency);
 5. Withhold further Federal awards for the Project or program;
 6. Take other remedies that may be legally available.
- vi. As a condition of receiving this Federal award, the Agency shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.
- vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us

State Funded:

- a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Agency's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS), or State of Florida Auditor General.
- b. The Agency, a "nonstate entity" as defined by Section 215.97, Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement, is subject to the following requirements:
 - i. In the event the Agency meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and

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Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "G", Audit Requirements for Awards of State Financial Assistance**, to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Agency to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Agency shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

- ii. In connection with the audit requirements, the Agency shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
- iii. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Agency's resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than State entities).
- iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0405
FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

- v. Any copies of financial reporting packages, reports, or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
- vi. The Agency, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or

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10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Agency in correspondence accompanying the reporting package.

vii. Upon receipt, and within six months, the Department will review the Agency's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Agency fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.

viii. As a condition of receiving state financial assistance, the Agency shall permit the Department or its designee, DFS, or the Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.

c. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department or its designee, DFS, or State of Florida Auditor General access to such records upon request. The Agency shall ensure that the audit working papers are made available to the Department or its designee, DFS, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

16. Notices and Approvals. Notices and approvals referenced in this Agreement must be obtained in writing from the Parties' respective Administrators or their designees.

17. Restrictions, Prohibitions, Controls and Labor Provisions:

a. **Convicted Vendor List.** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

b. **Discriminatory Vendor List.** In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

c. **Non-Responsible Contractors.** An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied, or have further been determined by the Department to be a non-responsible contractor, may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.

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- d. **Prohibition on Using Funds for Lobbying.** No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.
- e. **Unauthorized Aliens.** The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
- f. **Procurement of Construction Services.** If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and at the time of the competitive solicitation for the Project, 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Agency must comply with the requirements of Section 255.0991, Florida Statutes.
- g. **E-Verify.** The Agency shall:
 - i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the contract; and
 - ii. Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- h. **Executive Order 20-44.** Pursuant to Governor's Executive Order 20-44, if the Agency is required by the Internal Revenue Code to file IRS Form 990 and is named in statute with which the Department must form a sole-source, public-private agreement; or through contract or other agreement with the State, annually receives 50% or more of its budget from the State or from a combination of State and Federal funds, Recipient shall submit an Annual Report to the Department, including the most recent IRS Form 990, detailing the total compensation for each member of the Agency executive leadership team. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Agency shall inform the Department of any changes in total executive compensation during the period between the filing of Annual Reports within 60 days of any change taking effect. All compensation reports shall detail the percentage of executive leadership compensation received directly from all State and/or Federal allocations to the Agency. Annual Reports shall be in the form approved by the Department and shall be submitted to the Department at fdotsingleaudit@dot.state.fl.us within 180 days following the end of each tax year of the Agency receiving Department funding.
- i. **Design Services and Construction Engineering and Inspection Services.** If the Project is wholly or partially funded by the Department and administered by a local governmental entity, except for a seaport listed in Section 311.09, Florida Statutes, or an airport as defined in Section 332.004, Florida Statutes, the entity performing design and construction engineering and inspection services may not be the same entity.

18. Indemnification and Insurance:

- a. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Agency guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Agency or any

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subcontractor, in connection with this Agreement. Additionally, to the extent permitted by law and as limited by and pursuant to the provisions of Section 768.28, Florida Statutes, the Agency shall indemnify, defend, and hold harmless the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Agency and persons employed or utilized by the Agency in the performance of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the Department's or the Agency's sovereign immunity. This indemnification shall survive the termination of this Agreement. Additionally, the Agency agrees to include the following indemnification in all contracts with contractors/subcontractors and consultants/subconsultants who perform work in connection with this Agreement:

"To the fullest extent permitted by law, the Agency's contractor/consultant shall indemnify, defend, and hold harmless the Agency and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor/consultant and persons employed or utilized by the contractor/consultant in the performance of this Agreement.

This indemnification shall survive the termination of this Agreement."

- b.** The Agency shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultant(s) have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation Insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships, or partners are covered by insurance required under Florida's Workers' Compensation law.
- c.** If the Agency elects to self-perform the Project, then the Agency may self-insure. If the Agency elects to hire a contractor or consultant to perform the Project, then the Agency shall carry, or cause its contractor or consultant to carry, Commercial General Liability insurance providing continuous coverage for all work or operations performed under this Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. The Agency shall cause, or cause its contractor or consultant to cause, the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Agency is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the

**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.

- d. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Agency shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than \$2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than \$6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.
- e. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

19. Miscellaneous:

- a. **Environmental Regulations.** The Agency will be solely responsible for compliance with all applicable environmental regulations and for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith.
- b. **Non-Admission of Liability.** In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- c. **Severability.** If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- d. **Agency not an agent of Department.** The Agency and the Department agree that the Agency, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
- e. **Bonus or Commission.** By execution of the Agreement, the Agency represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

**PUBLIC TRANSPORTATION
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- f. Non-Contravention of State Law.** Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing so that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.
- g. Execution of Agreement.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- h. Federal Award Identification Number (FAIN).** If the FAIN is not available prior to execution of the Agreement, the Department may unilaterally add the FAIN to the Agreement without approval of the Agency and without an amendment to the Agreement. If this occurs, an updated Agreement that includes the FAIN will be provided to the Agency and uploaded to the Department of Financial Services' Florida Accountability Contract Tracking System (FACTS).
- i. Inspector General Cooperation.** The Agency agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.
- j. Law, Forum, and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Agency agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

AGENCY City of Fernandina Beach

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By:  11/7/23

By: _____

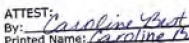
Name: Ty Ross

Name: James M. Knight, P.E.

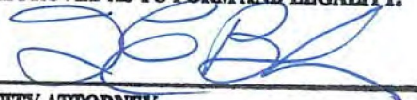
Title: City Manager

Title: Urban Planning and Modal Administrator

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
Legal Review:

ATTEST:
By: 
Printed Name: Caroline Best
Title: City Clerk

APPROVED AS TO FORM AND LEGALITY:


CITY ATTORNEY

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
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EXHIBIT A

Project Description and Responsibilities

A. Project Description (description of Agency's project to provide context, description of project components funded via this Agreement (if not the entire project)): Fernandina Beach Municipal Airport storm water drainage improvements.

B. Project Location (limits, city, county, map): Fernandina Beach Municipal Airport/Fernandina Beach, FL/Nassau

C. Project Scope (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size): As required by 215.971, F.S., this scope of work includes but is not limited to design, permitting, bidding and construction of airfield grading, pond modifications, construction inspection, mobilization and demobilization, maintenance of traffic, and stormwater structure improvements including all materials, equipment, labor, and incidentals required to complete the project. The Sponsor will comply with Aviation Program Assurances.

D. Deliverable(s):

The project scope identifies the ultimate project deliverables. Deliverables for requisition, payment and invoice purposes will be the incremental progress made toward completion of project scope elements. Supporting documentation will be quantifiable, measurable, and verifiable, to allow for a determination of the amount of incremental progress that has been made, and provide evidence that the payment requested is commensurate with the accomplished incremental progress and costs incurred by the Agency.

E. Unallowable Costs (including but not limited to): Travel

F. Transit Operating Grant Requirements (Transit Only):

Transit Operating Grants billed as an operational subsidy will require an expenditure detail report from the Agency that matches the invoice period. The expenditure detail, along with the progress report, will be the required deliverables for Transit Operating Grants. Operating grants may be issued for a term not to exceed three years from execution. The original grant agreement will include funding for year one. Funding for years two and three will be added by amendment as long as the grantee has submitted all invoices on schedule and the project deliverables for the year have been met.



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Agrotechnologies Group

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EXHIBIT B

Schedule of Financial Assistance

FUNDS AWARDED TO THE AGENCY AND REQUIRED MATCHING FUNDS PURSUANT TO THIS AGREEMENT
CONSIST OF THE FOLLOWING:

A. Fund Type and Fiscal Year:

Financial Management Number	Fund Type	FLAIR Category	State Fiscal Year	Object Code	CSFA/CFDA Number	CSFA/CFDA Title or Funding Source Description	Funding Amount
432756-2-94-24	DPTO	088719	2024	751000	55.004	Aviation Grant Program	\$140,000.00
Total Financial Assistance							\$140,000.00

B. Estimate of Project Costs by Grant Phase:

Phases*	State	Local	Federal	Totals	State %	Local %	Federal %
Land Acquisition	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Planning	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Environmental/Design/Construction	\$140,000.00	\$0.00	\$0.00	\$140,000.00	100.00	0.00	0.00
Capital Equipment/ Preventative Maintenance	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Match to Direct Federal Funding	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Mobility Management (Transit Only)	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Totals	\$140,000.00	\$0.00	\$0.00	\$140,000.00			

*Shifting items between these grant phases requires execution of an Amendment to the Public Transportation Grant Agreement.

Scope Code and/or Activity Line Item (ALI) (Transit Only)	
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BUDGET/COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category (grant phase) has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, Florida Statutes. Documentation is on file evidencing the methodology used and the conclusions reached.

Kyle Coffman

Department Grant Manager Name

Signature

Date

EXHIBIT C

TERMS AND CONDITIONS OF CONSTRUCTION

1. Design and Construction Standards and Required Approvals.

- a. The Agency understands that it is responsible for the preparation and certification of all design plans for the Project. The Agency shall hire a qualified consultant for the design phase of the Project or, if applicable, the Agency shall require their design-build contractor or construction management contractor to hire a qualified consultant for the design phase of the Project.
- b. Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Agency for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Agency shall not begin the construction phase of the Project until the Department issues a Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Agency shall request a Notice to Proceed from the Department's Project Manager, Kyle Coffman (email:) or from an appointed designee. Any construction phase work performed prior to the execution of this required Notice to Proceed is not subject to reimbursement.
- c. The Agency will provide one (1) copy of the final design plans and specifications and final bid documents to the Department's Project Manager prior to bidding or commencing construction of the Project.
- d. The Agency shall require the Agency's contractor to post a payment and performance bond in accordance with applicable law(s).
- e. The Agency shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that the construction work will meet all applicable Agency and Department standards.
- f. Upon completion of the work authorized by this Agreement, the Agency shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineer's Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached to this Exhibit. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans or specifications, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.

2. Construction on the Department's Right of Way. If the Project involves construction on the Department's right-of-way, then the following provisions apply to any and all portions of the Project that are constructed on the Department's right-of-way:

- a. The Agency shall hire a qualified contractor using the Agency's normal bid procedures to perform the construction work for the Project. The Agency must certify that the installation of the Project is completed by a Contractor prequalified by the Department as required by Section 2 of the Standard Specifications for Road and Bridge Construction (2016), as amended, unless otherwise approved by the Department in writing or the Contractor exhibits past project experience in the last five years that are comparable in scale, composition, and overall quality to the site characterized within the scope of services of this Project.
- b. Construction Engineering Inspection (CEI) services will be provided by the Agency by hiring a Department prequalified consultant firm including one individual that has completed the

**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

Advanced Maintenance of Traffic Level Training, unless otherwise approved by the Department in writing. The CEI staff shall be present on the Project at all times that the contractor is working. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall approve all CEI personnel. The CEI firm shall not be the same firm as that of the Engineer of Record for the Project. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Notwithstanding the foregoing, the Department may issue a written waiver of the CEI requirement for portions of Projects involving the construction of bus shelters, stops, or pads.

- c. The Project shall be designed and constructed in accordance with the latest edition of the Department's Standard Specifications for Road and Bridge Construction, the Department Design Standards, and the Manual of Uniform Traffic Control Devices (MUTCD). The following guidelines shall apply as deemed appropriate by the Department: the Department Structures Design Manual, AASHTO Guide Specifications for the Design of Pedestrian Bridges, AASHTO LRFD Bridge Design Specifications, Florida Design Manual, Manual for Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (the "Florida Green Book"), and the Department Traffic Engineering Manual. The Agency will be required to submit any construction plans required by the Department for review and approval prior to any work being commenced. Should any changes to the plans be required during construction of the Project, the Agency shall be required to notify the Department of the changes and receive approval from the Department prior to the changes being constructed. The Agency shall maintain the area of the Project at all times and coordinate any work needs of the Department during construction of the Project.
- d. The Agency shall notify the Department a minimum of 48 hours before beginning construction within Department right-of-way. The Agency shall notify the Department should construction be suspended for more than 5 working days. The Department contact person for construction is ____.
- e. The Agency shall be responsible for monitoring construction operations and the maintenance of traffic (MOT) throughout the course of the Project in accordance with the latest edition of the Department Standard Specifications, section 102. The Agency is responsible for the development of a MOT plan and making any changes to that plan as necessary. The MOT plan shall be in accordance with the latest version of the Department Design Standards, Index 600 series. Any MOT plan developed by the Agency that deviates from the Department Design Standards must be signed and sealed by a professional engineer. MOT plans will require approval by the Department prior to implementation.
- f. The Agency shall be responsible for locating all existing utilities, both aerial and underground, and for ensuring that all utility locations be accurately documented on the construction plans. All utility conflicts shall be fully resolved directly with the applicable utility.
- g. The Agency will be responsible for obtaining all permits that may be required by other agencies or local governmental entities.
- h. It is hereby agreed by the Parties that this Agreement creates a permissive use only and all improvements located on the Department's right-of-way resulting from this Agreement shall become the property of the Department. Neither the granting of the permission to use the Department right of way nor the placing of facilities upon the Department property shall operate to create or vest any property right to or in the Agency, except as may otherwise be provided in separate agreements. The Agency shall not acquire any right, title, interest or estate in Department right of way, of any nature or kind whatsoever, by virtue of the execution, operation, effect, or performance of this Agreement including, but not limited to, the Agency's

**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

use, occupancy or possession of Department right of way. The Parties agree that this Agreement does not, and shall not be construed to, grant credit for any future transportation concurrency requirements pursuant to Chapter 163, F.S.

- i. The Agency shall not cause any liens or encumbrances to attach to any portion of the Department's property, including but not limited to, the Department's right-of-way.
- j. The Agency shall perform all required testing associated with the design and construction of the Project. Testing results shall be made available to the Department upon request. The Department shall have the right to perform its own independent testing during the course of the Project.
- k. The Agency shall exercise the rights granted herein and shall otherwise perform this Agreement in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement and all applicable federal, state, local, administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards and permits, as the same may be constituted and amended from time to time, including, but not limited to, those of the Department, applicable Water Management District, Florida Department of Environmental Protection, the United States Environmental Protection Agency, the United States Army Corps of Engineers, the United States Coast Guard and local governmental entities.
- l. If the Department determines a condition exists which threatens the public's safety, the Department may, at its discretion, cause construction operations to cease and immediately have any potential hazards removed from its right-of-way at the sole cost, expense, and effort of the Agency. The Agency shall bear all construction delay costs incurred by the Department.
- m. The Agency shall be responsible to maintain and restore all features that might require relocation within the Department right-of-way.
- n. The Agency will be solely responsible for clean up or restoration required to correct any environmental or health hazards that may result from construction operations.
- o. The acceptance procedure will include a final "walk-through" by Agency and Department personnel. Upon completion of construction, the Agency will be required to submit to the Department final as-built plans and an engineering certification that construction was completed in accordance to the plans. Submittal of the final as-built plans shall include one complete set of the signed and sealed plans on 11" X 17" plan sheets and an electronic copy prepared in Portable Document Format (PDF). Prior to the termination of this Agreement, the Agency shall remove its presence, including, but not limited to, all of the Agency's property, machinery, and equipment from Department right-of-way and shall restore those portions of Department right of way disturbed or otherwise altered by the Project to substantially the same condition that existed immediately prior to the commencement of the Project.
- p. If the Department determines that the Project is not completed in accordance with the provisions of this Agreement, the Department shall deliver written notification of such to the Agency. The Agency shall have thirty (30) days from the date of receipt of the Department's written notice, or such other time as the Agency and the Department mutually agree to in writing, to complete the Project and provide the Department with written notice of the same (the "Notice of Completion"). If the Agency fails to timely deliver the Notice of Completion, or if it is determined that the Project is not properly completed after receipt of the Notice of Completion, the Department, within its discretion may: 1) provide the Agency with written authorization granting such additional time as the Department deems appropriate to correct the deficiency(ies); or 2) correct the deficiency(ies) at the Agency's sole cost and expense, without Department liability to the Agency for any resulting loss or damage to property, including, but not limited to, machinery and equipment. If the Department elects to correct the

**PUBLIC TRANSPORTATION
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deficiency(ies), the Department shall provide the Agency with an invoice for the costs incurred by the Department and the Agency shall pay the invoice within thirty (30) days of the date of the invoice.

- q. The Agency shall implement best management practices for erosion and pollution control to prevent violation of state water quality standards. The Agency shall be responsible for the correction of any erosion, shoaling, or water quality problems that result from the construction of the Project.
- r. Portable Traffic Monitoring Site (PTMS) or a Telemetry Traffic Monitoring Site (TTMS) may exist within the vicinity of your proposed work. It is the responsibility of the Agency to locate and avoid damage to these sites. If a PTMS or TTMS is encountered during construction, the Department must be contacted immediately.
- s. During construction, highest priority must be given to pedestrian safety. If permission is granted to temporarily close a sidewalk, it should be done with the express condition that an alternate route will be provided, and shall continuously maintain pedestrian features to meet Americans Disability Act (ADA) standards.
- t. Restricted hours of operation will be as follows, unless otherwise approved by the Department's District Construction Engineer or designee (insert hours and days of the week for restricted operation):
- u. Lane closures on the state road system must be coordinated with the Public Information Office at least two weeks prior to the closure. The contact information for the Department's Public Information Office is:

Insert District PIO contact info:

Note: (Highlighted sections indicate need to confirm information with District Office or appropriate DOT person managing the Agreement)

3. **Engineer's Certification of Compliance.** The Agency shall complete and submit and if applicable Engineer's Certification of Compliance to the Department upon completion of the construction phase of the Project.

**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS****ENGINEER'S CERTIFICATION OF COMPLIANCE**

PUBLIC TRANSPORTATION GRANT AGREEMENT
BETWEEN
THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
and _____

PROJECT DESCRIPTION: _____

DEPARTMENT CONTRACT NO.: _____

FINANCIAL MANAGEMENT NO.: _____

In accordance with the Terms and Conditions of the Public Transportation Grant Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification, the Agency shall furnish the Department a set of "as-built" plans for construction on the Department's Right of Way certified by the Engineer of Record/CEI.

By: _____, P.E.

SEAL:

Name: _____

Date: _____

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EXHIBIT D

AGENCY RESOLUTION

PLEASE SEE ATTACHED

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
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Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 4/25/2023

EXHIBIT E

**PROGRAM SPECIFIC TERMS AND CONDITIONS - AVIATION
AVIATION PROGRAM ASSURANCES**

A. General.

1. The assurances herein shall form an integral part of the Agreement between the Department and the Agency.
2. These assurances delineate the obligations of the Parties to this Agreement to ensure their commitment and compliance with specific provisions of **Exhibit “A”, Project Description and Responsibilities**, and **Exhibit “B”, Schedule of Financial Assistance**, as well as serving to protect public investment in public-use airports and the continued viability of the Florida Aviation System.
3. The Agency shall comply with the assurances as specified in this Agreement.
4. The terms and assurances of this Agreement shall remain in full force and effect throughout the useful life of a facility developed; equipment acquired; or Project items installed within a facility for an airport development or noise compatibility program project, but shall not exceed 20 years from the effective date of this Agreement.
5. There shall be no limit on the duration of the terms and assurances of this Agreement regarding Exclusive Rights and Airport Revenue so long as the property is used as a public airport.
6. There shall be no limit on the duration of the terms and assurances of this Agreement with respect to real property acquired with funds provided by this Agreement.
7. Subject to appropriations, the Department shall continue to comply with its financial commitment to this Project under the terms of this Agreement, until such time as the Department may determine that the Agency has failed to comply with the terms and assurances of this Agreement.
8. An Agency that has been determined by the Department to have failed to comply with either the terms of these Assurances, or the terms of the Agreement, or both, shall be notified, in writing, by the Department, identifying the specifics of the non-compliance and any corrective action by the Agency to remedy the failure.
9. Failure by the Agency to satisfactorily remedy the non-compliance shall absolve the Department's continued financial commitment to this Project and immediately require the Agency to repay the Department the full amount of funds expended by the Department on this Project.
10. Any history of failure to comply with the terms and assurances of an Agreement will jeopardize the Agency's eligibility for further state funding of airport projects by the Department.

B. Agency Compliance Certification.

1. **General Certification.** The Agency hereby certifies, with respect to this Project, it will comply, within its authority, with all applicable, current laws and rules of the State of Florida and applicable local governments, as well as Department policies, guidelines, and requirements, including but not limited to, the following (latest version of each document):
 - a. **Florida Statutes (F.S.)**
 - Chapter 163, F.S., Intergovernmental Programs
 - Chapter 329, F.S., Aircraft: Title; Liens; Registration; Liens
 - Chapter 330, F.S., Regulation of Aircraft, Pilots, and Airports
 - Chapter 331, F.S., Aviation and Aerospace Facilities and Commerce
 - Chapter 332, F.S., Airports and Other Air Navigation Facilities
 - Chapter 333, F.S., Airport Zoning

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b. Florida Administrative Code (FAC)

- Chapter 73C-41, FAC, Community Planning; Governing the Procedure for the Submittal and Review of Local Government Comprehensive Plans and Amendments
- Chapter 14-60, FAC, Airport Licensing, Registration, and Airspace Protection
- Section 62-256.300, FAC, Open Burning, Prohibitions
- Section 62-701.320(13), FAC, Solid Waste Management Facility Permit Requirements, General, Airport Safety

c. Local Government Requirements

- Airport Zoning Ordinance
- Local Comprehensive Plan

d. Department Requirements

- Eight Steps of Building a New Airport
- Florida Airport Revenue Use Guide
- Florida Aviation Project Handbook
- Guidebook for Airport Master Planning
- Airport Compatible Land Use Guidebook

- 2. Construction Certification.** The Agency hereby certifies, with respect to a construction-related project, that all design plans and specifications will comply with applicable federal, state, local, and professional standards, as well as Federal Aviation Administration (FAA) Advisory Circulars (AC's) and FAA issued waivers thereto, including but not limited to, the following:

a. Federal Requirements

- FAA AC 70/7460-1, Obstruction Marking and Lighting
- FAA AC 150/5300-13, Airport Design
- FAA AC 150/5370-2, Operational Safety on Airports During Construction
- FAA AC 150/5370-10, Standards for Specifying Construction of Airports

b. Local Government Requirements

- Local Building Codes
- Local Zoning Codes

c. Department Requirements

- Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (Commonly Referred to as the "Florida Green Book")
- Manual on Uniform Traffic Control Devices
- Section 14-60.007, FAC, Airfield Standards for Licensed Airports
- Standard Specifications for Construction of General Aviation Airports
- Design Guidelines & Minimum Standard Requirements for T-Hangar Projects

- 3. Land Acquisition Certification.** The Agency hereby certifies, regarding land acquisition, that it will comply with applicable federal and/or state policies, regulations, and laws, including but not limited to the following:

a. Federal Requirements

- Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970
- National Environmental Policy of 1969
- FAA Order 5050.4, National Environmental Policy Act Implementing Instructions for Airport Projects
- FAA Order 5100.37B, Land Acquisition and Relocation Assistance for Airport Projects

b. Florida Requirements

- Chapter 73, F.S., Eminent Domain (re: Property Acquired Through Condemnation)
- Chapter 74, F.S., Proceedings Supplemental to Eminent Domain (re: Condemnation)
- Section 286.23, F.S., Public Business: Miscellaneous Provisions

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C. Agency Authority.

1. **Legal Authority.** The Agency hereby certifies, with respect to this Agreement, that it has the legal authority to enter into this Agreement and commit to this Project; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the airport sponsor's governing body authorizing this Agreement, including assurances contained therein, and directing and authorizing the person identified as the official representative of the governing body to act on its behalf with respect to this Agreement and to provide any additional information as may be required.
2. **Financial Authority.** The Agency hereby certifies, with respect to this Agreement, that it has sufficient funds available for that portion of the Project costs which are not paid by the U.S. Government or the State of Florida; that it has sufficient funds available to assure future operation and maintenance of items funded by this Project, which it will control; and that authority has been granted by the airport sponsor governing body to commit those funds to this Project.

D. Agency Responsibilities. The Agency hereby certifies it currently complies with or will comply with the following responsibilities:

1. Accounting System.

- a. The Agency shall create and maintain a separate account to document all of the financial transactions related to the airport as a distinct entity.
- b. The accounting records shall be kept by the Agency or its authorized representative in accordance with Generally Accepted Accounting Principles and in an accounting system that will facilitate an effective audit in accordance with the 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and Section 215.97, F.S., Florida Single Audit Act.
- c. The Department has the right to audit and inspect all financial records of the Agency upon reasonable notice.

2. Good Title.

- a. The Agency holds good title, satisfactory to the Department, to the airport or site thereof, or gives assurance, satisfactory to the Department, that good title will be obtained.
- b. For noise compatibility program projects undertaken on the airport sponsor's property, the Agency holds good title, satisfactory to the Department, to that portion of the property upon which state funds will be expended, or gives assurance, satisfactory to the Department, that good title will be obtained.

3. Preserving Rights and Powers.

- a. The Agency shall not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms and assurances of this Agreement without the written approval of the Department. Further, the Agency shall act promptly to acquire, extinguish, or modify, in a manner acceptable to the Department, any outstanding rights or claims of right of others which would interfere with such performance by the Agency.
- b. If an arrangement is made for management and operation of the airport by any entity or person other than the Agency or an employee of the Agency, the Agency shall reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with the terms and assurances of this Agreement.

4. Hazard Removal and Mitigation.

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- a. For airport hazards located on airport controlled property, the Agency shall clear and protect terminal airspace required for instrument and visual operations at the airport (including established minimum flight altitudes) by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.
- b. For airport hazards not located on airport controlled property, the Agency shall work in conjunction with the governing public authority or private land owner of the property to clear and protect terminal airspace required for instrument and visual operations at the airport (including established minimum flight altitudes) by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards. The Agency may enter into an agreement with surrounding property owners or pursue available legal remedies to remove potential hazards to air navigation.

5. Airport Compatible Land Use.

- a. The Agency assures that appropriate airport zoning ordinances are in place consistent with Section 333.03, F.S., or if not in place, that it will take appropriate action necessary to ensure local government adoption of an airport zoning ordinance or execution of an interlocal agreement with another local government body having an airport zoning ordinance, consistent with the provisions of Section 333.03, F.S.
- b. The Agency assures that it will disapprove or oppose any attempted alteration or creation of objects, natural or man-made, dangerous to navigable airspace or that would adversely affect the current or future levels of airport operations.
- c. The Agency assures that it will disapprove or oppose any attempted change in local land use development regulations that would adversely affect the current or future levels of airport operations by creation or expansion of airport incompatible land use areas.

6. Consistency with Local Government Plans.

- a. The Agency assures the Project is consistent with the currently existing and planned future land use development plans approved by the local government having jurisdictional responsibility for the area surrounding the airport.
- b. The Agency assures that it has given fair consideration to the interest of local communities and has had reasonable consultation with those parties affected by the Project.
- c. The Agency shall consider and take appropriate actions, if deemed warranted by the Agency, to adopt the current, approved Airport Master Plan into the local government comprehensive plan.

7. Consistency with Airport Master Plan and Airport Layout Plan.

- a. The Agency assures that the project, covered by the terms and assurances of this Agreement, is consistent with the most current Airport Master Plan.
- b. The Agency assures that the Project, covered by the terms and assurances of this Agreement, is consistent with the most current, approved Airport Layout Plan (ALP), which shows:
 - 1) The boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the Agency for airport purposes and proposed additions thereto;
 - 2) The location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars, and roads), including all proposed extensions and reductions of existing airport facilities; and
 - 3) The location of all existing and proposed non-aviation areas on airport property and of all existing improvements thereon.

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- c. The Agency assures that it will not make or permit any changes or alterations on the airport or any of its facilities that are not consistent with the Airport Master Plan and the Airport Layout Plan, as approved by the Department.
- d. Original Airport Master Plans and Airport Layout Plans and each amendment, revision, or modification thereof, will be subject to the approval of the Department.

8. Airport Financial Plan.

- a. The Agency assures that it will develop and maintain a cost-feasible Airport financial plan to accomplish the projects necessary to achieve the proposed airport improvements identified in the Airport Master Plan and depicted in the Airport Layout Plan, and any updates thereto. The Agency's Airport financial plan must comply with the following conditions:
 - 1) The Airport financial plan will be a part of the Airport Master Plan.
 - 2) The Airport financial plan will realistically assess project phasing considering availability of state and local funding and likelihood of federal funding under the FAA's priority system.
 - 3) The Airport financial plan will not include Department funding for projects that are inconsistent with the local government comprehensive plan.
- b. All Project cost estimates contained in the Airport financial plan shall be entered into and kept current in the Florida Aviation Database (FAD) Joint Automated Capital Improvement Program (JACIP) website.

- 9. Airport Revenue.** The Agency assures that all revenue generated by the airport will be expended for capital improvement or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the air transportation of passengers or property, or for environmental or noise mitigation purposes on or off the airport.

10. Fee and Rental Structure.

- a. The Agency assures that it will maintain a fee and rental structure for facilities and services at the airport that it will make the airport as self-sustaining as possible under the circumstances existing at the particular airport.
- b. If this Agreement results in a facility that will be leased or otherwise produce revenue, the Agency assures that the price charged for that facility will be based on the market value.

11. Public-Private Partnership for Aeronautical Uses.

- a. If the airport owner or operator and a person or entity that owns an aircraft or an airport tenant or potential tenant agree that an aircraft hangar or tenant-specific facility, respectively, is to be constructed on airport property for aircraft storage or tenant use at the expense of the aircraft owner or tenant, the airport owner or operator may grant to the aircraft owner or tenant of the facility a lease that is subject to such terms and conditions on the facility as the airport owner or operator may impose, subject to approval by the Department.
- b. The price charged for said lease will be based on market value, unless otherwise approved by the Department.

12. Economic Nondiscrimination.

- a. The Agency assures that it will make the airport available as an airport for public use on reasonable terms without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public.
 - 1) The Agency may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

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- 2) The Agency may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

- b. The Agency assures that each airport Fixed-Based Operator (FBO) shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other FBOs making the same or similar uses of such airport and utilizing the same or similar facilities.

13. Air and Water Quality Standards. The Agency assures that all projects involving airport location, major runway extension, or runway location will be located, designed, constructed, and operated so as to comply with applicable air and water quality standards.

14. Operations and Maintenance.

- a. The Agency assures that the airport and all facilities, which are necessary to serve the aeronautical users of the airport, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable federal and state agencies for maintenance and operation, as well as minimum standards established by the Department for State of Florida licensing as a public-use airport.
 - 1) The Agency assures that it will not cause or permit any activity or action thereon which would interfere with its use for airport purposes.
 - 2) Except in emergency situations, any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Department.
 - 3) The Agency assures that it will have arrangements for promptly notifying airmen of any condition affecting aeronautical use of the airport.
- b. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when adverse weather conditions interfere with safe airport operations.

15. Federal Funding Eligibility.

- a. The Agency assures it will take appropriate actions to maintain federal funding eligibility for the airport and it will avoid any action that renders the airport ineligible for federal funding.
- b. If the Agency becomes ineligible for federal funding of airport projects, such determination will render the Agency ineligible for state funding of airport projects.

16. Project Implementation.

- a. The Agency assures that it will begin making expenditures or incurring obligations pertaining to this Project within one year after the effective date of this Agreement.
- b. The Agency may request a one-year extension of this one-year time period, subject to approval by the Department District Secretary or designee.
- c. Failure of the Agency to make expenditures, incur obligations or receive an approved extension may allow the Department to terminate this Agreement.

17. Exclusive Rights. The Agency assures that it will not permit any exclusive right for use of the airport by any person providing, or intending to provide, aeronautical services to the public.

18. Airfield Access.

- a. The Agency assures that it will not grant or allow general easement or public access that opens onto or crosses the airport runways, taxiways, flight line, passenger facilities, or any area used for emergency

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equipment, fuel, supplies, passengers, mail and freight, radar, communications, utilities, and landing systems, including but not limited to flight operations, ground services, emergency services, terminal facilities, maintenance, repair, or storage, except for those normal airport providers responsible for standard airport daily services or during special events at the airport open to the public with limited and controlled access.

- b. The Agency assures that it will not grant or allow general easement or public access to any portion of the airfield from adjacent real property which is not owned, operated, or otherwise controlled by the Agency without prior Department approval.

19. Retention of Rights and Interests. The Agency will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the real property shown as airport owned or controlled on the current airport layout plan without prior written approval by the Department. It will not sell, lease, encumber, terminate, waive, or otherwise transfer or dispose of any part of its title, rights, or other interest in existing noise easements or aviation easements on any property, airport or non-airport, without prior written approval by the Department. These assurances shall not limit the Agency's right to lease airport property for airport-compatible purposes.

20. Consultant, Contractor, Scope, and Costs.

- a. The Department has the right to disapprove the Agency's employment of consultants, contractors, and subcontractors for all or any part of this Project if the specific consultants, contractors, or subcontractors have a record of poor project performance with the Department.
- b. Further, the Department maintains the right to disapprove the proposed Project scope and cost of professional services.

21. Planning Projects. For all planning projects or other aviation studies, the Agency assures that it will:

- a. Execute the project per the approved project narrative or with approved modifications.
- b. Furnish the Department with such periodic project and work activity reports as indicated in the approved scope of services.
- c. Make such project materials available for public review, unless exempt from public disclosure.
 - 1) Information related to airport security is considered restricted information and is exempt from public dissemination per Sections 119.071(3) and 331.22 F.S.
 - 2) No materials prepared under this Agreement shall be subject to copyright in the United States or any other country.
- d. Grant the Department unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this Agreement.
- e. If the Project involves developing an Airport Master Plan or an Airport Layout Plan, and any updates thereto, it will be consistent with provisions of the Florida Aviation System Plan, will identify reasonable future growth of the airport and the Agency will comply with the Department airport master planning guidebook, including:
 - 1) Provide copies, in electronic and editable format, of final Project materials to the Department, including computer-aided drafting (CAD) files of the Airport Layout Plan.
 - 2) Develop a cost-feasible financial plan, approved by the Department, to accomplish the projects described in the Airport Master Plan or depicted in the Airport Layout Plan, and any updates thereto. The cost-feasible financial plan shall realistically assess Project phasing considering availability of state and local funding and federal funding under the FAA's priority system.
 - 3) Enter all projects contained in the cost-feasible plan in the Joint Automated Capital Improvement Program (JACIP).

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- f. The Agency understands and agrees that Department approval of this Agreement or any planning material developed as part of this Agreement does not constitute or imply any assurance or commitment on the part of the Department to approve any pending or future application for state aviation funding.
- g. The Agency will submit master planning draft and final deliverables for Department and, if required, FAA approval prior to submitting any invoices to the Department for payment.

22. Land Acquisition Projects. For the purchase of real property, the Agency assures that it will:

- a. **Laws.** Acquire the land in accordance with federal and/or state laws governing such action.
- b. **Administration.** Maintain direct control of Project administration, including:
 - 1) Maintain responsibility for all related contract letting and administrative procedures related to the purchase of real property.
 - 2) Secure written Department approval to execute each agreement for the purchase of real property with any third party.
 - 3) Ensure a qualified, State-certified general appraiser provides all necessary services and documentation.
 - 4) Furnish the Department with a projected schedule of events and a cash flow projection within 20 calendar days after completion of the review appraisal.
 - 5) Establish a Project account for the purchase of the land.
 - 6) Collect and disburse federal, state, and local project funds.
- c. **Reimbursable Funds.** If funding conveyed by this Agreement is reimbursable for land purchase in accordance with Chapter 332, F.S., the Agency shall comply with the following requirements:
 - 1) The Agency shall apply for a FAA Airport Improvement Program grant for the land purchase within 60 days of executing this Agreement.
 - 2) If federal funds are received for the land purchase, the Agency shall notify the Department, in writing, within 14 calendar days of receiving the federal funds and is responsible for reimbursing the Department within 30 calendar days to achieve normal project federal, state, and local funding shares per Chapter 332, F.S.
 - 3) If federal funds are not received for the land purchase, the Agency shall reimburse the Department within 30 calendar days after the reimbursable funds are due in order to achieve normal project state and local funding shares as described in Chapter 332, F.S.
 - 4) If federal funds are not received for the land purchase and the state share of the purchase is less than or equal to normal state and local funding shares per Chapter 332, F.S., when reimbursable funds are due, no reimbursement to the Department shall be required.
- d. **New Airport.** If this Project involves the purchase of real property for the development of a new airport, the Agency assures that it will:
 - 1) Apply for federal and state funding to construct a paved runway, associated aircraft parking apron, and connecting taxiway within one year of the date of land purchase.
 - 2) Complete an Airport Master Plan within two years of land purchase.
 - 3) Complete airport construction for basic operation within 10 years of land purchase.
- e. **Use of Land.** The Agency assures that it shall use the land for aviation purposes in accordance with the terms and assurances of this Agreement within 10 years of acquisition.
- f. **Disposal of Land.** For the disposal of real property the Agency assures that it will comply with the following:
 - 1) For land purchased for airport development or noise compatibility purposes, the Agency shall, when the land is no longer needed for such purposes, dispose of such land at fair market value and/or make available to the Department an amount equal to the state's proportionate share of its market value.

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- 2) Land will be considered to be needed for airport purposes under this assurance if:
 - a) It serves aeronautical purposes such as a runway protection zone or as a noise buffer.
 - b) Revenue from uses of such land contributes to airport financial self-sufficiency.
- 3) Disposition of land under Sections D.22.f.1. or D.22.f.2. of this Exhibit, above, shall be subject to retention or reservation of any interest or right therein needed to ensure such land will only be used for purposes compatible with noise levels related to airport operations.
- 4) Revenues from the sale of such land must be accounted for as outlined in Section D.1. of this Exhibit, and expended as outlined in Section D.9. of this Exhibit.

23. Construction Projects. The Agency assures that it will:

a. Project Certifications. Certify Project compliances, including:

- 1) Consultant and contractor selection comply with all applicable federal, state and local laws, rules, regulations, and policies.
- 2) All design plans and specifications comply with federal, state, and professional standards and applicable FAA advisory circulars, as well as the minimum standards established by the Department for State of Florida licensing as a public-use airport.
- 3) Completed construction complies with all applicable local building codes.
- 4) Completed construction complies with the Project plans and specifications with certification of that fact by the Project Engineer.

b. Design Development. For the plans, specifications, construction contract documents, and any and all other engineering, construction, and contractual documents produced by the Engineer, which are hereinafter collectively referred to as "plans", the Engineer will certify that:

- 1) The plans shall be developed in accordance with sound engineering and design principles, and with generally accepted professional standards.
- 2) The plans shall be consistent with the intent of the Project as defined in Exhibit A and Exhibit B of this Agreement.
- 3) The Project Engineer shall perform a review of the certification requirements listed in Section B.2. of this Exhibit, Construction Certification, and make a determination as to their applicability to this Project.
- 4) Development of the plans shall comply with all applicable laws, ordinances, zoning and permitting requirements, public notice requirements, and other similar regulations.

c. Inspection and Approval. The Agency assures that:

- 1) The Agency will provide and maintain competent technical supervision at the construction site throughout the Project to assure that the work conforms to the plans, specifications, and schedules approved by the Department, as applicable, for the Project.
- 2) The Agency assures that it will allow the Department to inspect the work and that it will provide any cost and progress reporting, as may be required by the Department.
- 3) The Agency assures that it will take the appropriate corrective action necessary, as required by the Department, for work which does not conform to the Department standards.

d. Pavement Preventive Maintenance. The Agency assures that for a project involving replacement or reconstruction of runway or taxiway pavement it has implemented an airport pavement maintenance management program and that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with state financial assistance at the airport.

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24. Noise Mitigation Projects. The Agency assures that it will:

- a. Government Agreements.** For all noise compatibility projects that are carried out by another unit of local government or are on property owned by a unit of local government other than the Agency, the Agency shall enter into an agreement with that government body.
 - 1) The local agreement, satisfactory to the Department, shall obligate the unit of local government to the same terms and assurances that apply to the Agency.
 - 2) The Agency assures that it will take steps to enforce the local agreement if there is substantial non-compliance with the terms of the local agreement.
- b. Private Agreements.** For noise compatibility projects on privately owned property:
 - 1) The Agency shall enter into an agreement with the owner of that property to exclude future actions against the airport.
 - 2) The Agency assures that it will take steps to enforce such agreement if there is substantial non-compliance with the terms of the agreement.

- End of Exhibit E -

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EXHIBIT F

**Contract Payment Requirements
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts**

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

(1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

(2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

(3) Travel: 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 or electronic means.

(4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.

(5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

(6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and/or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address <https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.

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EXHIBIT G

AUDIT REQUIREMENTS FOR AWARDS OF STATE FINANCIAL ASSISTANCE

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

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:~

Awarding Agency: Florida Department of Transportation

State Project Title: Aviation Grant Program

CSFA Number: 55.004

***Award Amount:** \$140,000

*The award amount may change with amendments

Specific project information for CSFA Number 55.004 is provided at: <https://apps.fldfs.com/fsaa/searchCatalog.aspx>

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for CSFA Number 55.004 are provided at:
<https://apps.fldfs.com/fsaa/searchCompliance.aspx>

The State Projects Compliance Supplement is provided at: <https://apps.fldfs.com/fsaa/compliance.aspx>

CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Resolution 2024-244
Memorandum of Understanding - Nassau County Board of County Commissioners

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Consider Resolution 2024-244.

SYNOPSIS: The City of Fernandina Beach and Nassau County, acting through their respective Fire/Rescue Departments (herein: FBFD and NCFR), have an Automatic Aid Agreement to provide fire and Emergency Medical Services (EMS) services within their adjoining jurisdictions to efficiently deliver life safety services.

The FBFD and NCFR desire to collectively apply for a Federal Emergency Management Agency (FEMA) Assistance to Firefighters Grant for the purpose of applying for and sharing a regional asset consisting of a mobile air compressor/Self-Contained Breathing Apparatus (SCBA) refill unit for filling Self-Contained Breathing Apparatus (SCBA).

This item will appear on the December 18, 2024, Nassau County Board of County Commissioners meeting agenda. The deadline to apply is December 20.

FISCAL IMPACT: Funding for the mobile air compressor/SCBA fill unit will be provided through the FEMA Assistance to Firefighters Grant, if awarded. Nassau County will serve as the fiscal agent in applying for and processing the grant.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2024-244.

Katie Newton, Paralegal	11/27/2024
Jason Higginbotham, Deputy Chief/Fire Marshall	11/27/2024
Kim Briley, Deputy City Clerk	11/27/2024
Jeremiah Glisson, Interim City Manager	12/5/2024
Sarah Campbell, City Manager	12/9/2024
Tammi E. Bach, City Attorney	12/9/2024

Lorelei Jacobs

Date: November 21, 2024

Submitted By: Lorelei Jacobs, Grants Administrator

COMMISSION ACTION: Adopt

RESOLUTION 2024-244

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING A MEMORANDUM OF UNDERSTANDING WITH NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS TO APPLY FOR, AND SHARE, A MOBILE AIR TRAILER; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Fernandina Beach and Nassau County, acting through their respective Fire/Rescue Departments (herein: FBFD and NCFR), have an Automatic Aid Agreement to provide Fire and Emergency Medical Services (EMS) services within their adjoining jurisdictions to efficiently deliver life safety services; and

WHEREAS, the FBFD and NCFR desire to collectively apply for a Federal Emergency Management Agency (FEMA) Assistance to Firefighters for the purpose of applying for and sharing a regional asset consisting of a mobile air compressor/Self-Contained Breathing Apparatus (SCBA) refill unit for filling Self-Contained Breathing Apparatus (SCBA), commonly referred to as a “Mobile Air Trailer”; and

WHEREAS, if awarded, FBFD and NCFR will jointly share the Mobile Air Trailer; and

WHEREAS, the City and BOCC wish to enter into a Memorandum of Understanding to coordinate use of this asset among the FBFD and NCFR.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, THAT:

SECTION 1. The City Commission hereby approves the Memorandum of Understanding with the Nassau County Board of County Commissioners, attached hereto as Exhibit A.

SECTION 2. The City Clerk and City Manager are hereby authorized to execute the Memorandum of Understanding, upon review and approval of the City Attorney.

ADOPTED this 17th day of December, 2024.

CITY OF FERNANDINA BEACH

JAMES ANTUN
Commissioner – Mayor

ATTEST:

APPROVED AS TO FORM AND LEGALITY:



CAROLINE BEST
City Clerk

TAMMI E. BACH
City Attorney

Contract Number CM_____

**MEMORANDUM OF UNDERSTANDING
BETWEEN
NASSAU COUNTY, FLORIDA
AND
FERNANDINA BEACH, FLORIDA
FOR
FEMA ASSISTANCE TO FIREFIGHTERS (AFG) GRANT**

THIS MEMORANDUM OF UNDERSTANDING (hereinafter “Understanding”) is made and entered into this _____ day of _____, 2024, by and between Nassau County, Florida, acting through its Nassau County Fire Rescue Department (hereinafter “NCFR”), and FERNANDINA BEACH, FLORIDA, acting through its Fernandina Beach Fire Department (hereinafter “FBFD”)(hereinafter collectively the “Parties” or individually the “Party”), for the purpose of applying for and sharing a regional asset consisting of a mobile air compressor/Self-Contained Breathing Apparatus (SCBA) refill unit for filling Self-Contained Breathing Apparatus (SCBA) (hereinafter the “Asset”).

WHEREAS, NCFR and FBFD are co-located in Nassau County, Florida and each provide Fire and Emergency Medical Services (EMS) services to their respective jurisdictions; and

WHEREAS, NCFR and FBFD have had for several years, an Automatic Aid Agreement with one another to more efficiently provide Fire and EMS service to their adjoining jurisdictions; and

WHEREAS, NCFR and FBFD desire to collectively attempt to apply for a FEMA Assistance to Firefighters (AFG) grant to provide for the purchase of a mobile air compressor/SCBA fill unit for the purpose of filling SCBA cylinders during and after fire related events in Nassau County and Fernandina Beach; and

WHEREAS, NCFR and FBFD desire to, if awarded, jointly share this Asset for the purpose of making the citizens of Nassau County and Fernandina Beach safer from fire related events by having the capability to refill needed SCBA cylinders when used; and

WHEREAS, the Parties anticipate that coordinated and cooperative participation in the use of this Asset will allow the Parties to provide greater protection to citizens living and working in the Response Area;

NOW THEREFORE, in consideration of the foregoing, the Parties do hereby covenant and agree as follows:

1. **Statement of Purpose.** The purpose of this Understanding is to provide for the sharing of the “Asset”, if awarded the grant request from FEMA, to reduce the incidents of fire and fire related injuries to the citizens of their respective jurisdictions by having the capability to refill needed SCBA cylinders when used.

2. **Responsibilities of NCFR.** NCFR, EIN number 591863042, shall be the host department responsible for submitting the application with cooperation from FBFD, and for housing the “Asset” once it is received. Requests for use from FBFD will be made to the NCFR in order to prevent duplication of use.

3. **Responsibilities of FBFD.** FBFD, EIN number 596000317, will have full use and availability of the “Asset” when scheduled. FBFD will request use of the “Asset” through NCFR.

4. **Mutual Cooperation.** Recognizing that the purpose of this Understanding is to provide better fire safety to the citizens of each respective jurisdiction, the Parties agree that mutual cooperation will enhance this opportunity and provide a much-needed tool for each Party to use to help attain this goal. The Fire Chief of each department (or designee) will coordinate with each other for the use and scheduling of the “Asset”. Each Party shall ensure that the “Asset” is well maintained, fully cleaned after each use, fuel levels filled, and any deficiencies noted and reported to the other Party. The Parties agree to commit staff, equipment, and facilities as necessary to maintain the “Asset” in excellent condition. Routine maintenance of the “Asset” to include tires, general repair, and upkeep will be shared by the Parties. Any damages to the “Asset” shall be reported to the Fire Chief of the other department. The cost for repairing the damage will be the responsibility of the department that caused such damage.

5. **Term of Understanding.** The term of this Understanding shall commence on the date first written above and shall continue and remain in full force and effect as to all its terms, conditions, and provisions set forth herein for one year. Thereafter, this Understanding shall automatically renew for successive one-year periods until such time as either Party notifies the other Party in writing that it no longer wishes to continue the Understanding, or the “Asset” has reached the end of its useful life.

6. **Indemnification/Insurance.** Each Party shall be responsible for the acts of its own agency and all officials, employees, agents, or representatives thereof. Nothing herein is intended to waive or alter any Party's sovereign immunity as provided by law. Each Party (the "Indemnifying Party") shall hold harmless and indemnify the other Party (the "Indemnified Party"), its directors, officers, employees, representatives, and agents against any damages, liabilities, losses, and costs, including but not limited to reasonable attorney's fees, to the extent caused by the negligent acts and/or omissions of the Indemnifying Party in the performance of the Understanding or the work or services performed hereunder; provided however, that the Indemnifying Party's Understanding to indemnify and hold harmless the Indemnified Party shall be subject to the provisions and limitations of Chapter 768, Florida Statutes; provided further, with respect to the Indemnifying Party, this Indemnification shall not be construed as a further waiver of the limited legislative waiver of sovereign immunity in Section 768.28, Florida Statutes, as authorized by Article 10, Section 13, Constitution of the State of Florida (1968 Revision). It is clearly understood that nothing under the terms of this Understanding shall render any party to this Understanding liable for property damages or personal injury resulting from any activities of the other Party to this Understanding.

IN WITNESS WHEREOF, the parties hereto have duly executed this Memorandum of Understanding, in duplicate, the day and year first above written.

ATTEST:

**CITY OF FERNANDINA BEACH,
FLORIDA**

By: _____
CAROLINE BEST
City Clerk

By: _____
SARAH CAMPBELL
City Manager

**BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA**

JOHN F. MARTIN
Its: Chairman

TACO E. POPE
Its: County Manager

**ATTEST AS TO CHAIRMAN'S
SIGNATURE:**

JOHN A. CRAWFORD
Its: Ex-Officio Clerk

APPROVED AS TO FORM BY THE
NASSAU COUNTY ATTORNEY:

DENISE C. MAY

CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Resolution 2024-245
Purchase Approval - Zabatt, Inc.

ITEM TYPE: Resolution (w/o fiscal impact)

REQUESTED ACTION: Consider Resolution 2024-245.

SYNOPSIS: The City of Fernandina Beach accepted a grant from the Florida Department of Transportation (FDOT), Resolution 2024-60, for the purchase of a generator to support the Airport fuel farm and the purchase and installation of a generator for the Airport terminal facility. This FDOT grant provides \$120,000 in funding for the acquisition of these generators and does not require a matching component from the City/Airport.

This request is therefore for approval to purchase a generator for the Airport terminal facility under the Sourcewell Cooperative Purchasing Contract #092222-CMM and for purchase of a mobile generator for the Airport fuel farm under the Sourcewell Cooperative Purchasing Contract #092222-GNR from Zabatt, Inc, for a total acquisition cost of \$101,459.90. This purchase method is consistent with the City's purchasing policy, Section 208, which allows for cooperative purchasing without a separate competitive bid process. Staff recommends approval.

FISCAL IMPACT: Funds for this project are available in the Airport Equipment account, 420 56400.

CITY ATTORNEY COMMENTS:

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2024-245.

Scott Mikelson, Parks and Recreation Director	11/9/2024
Kim Briley, Deputy City Clerk	12/4/2024
Alisha Brown, Budget Analyst	12/4/2024
Jeremiah Glisson, Interim City Manager	12/5/2024
Sarah Campbell, City Manager	12/9/24
Tammi E. Bach, City Attorney	12/9/24
Katie Newton, Paralegal	12/10/24

Date: November 09, 2024

Submitted By: Nathan Coyle, Airport Consultant

COMMISSION ACTION: Adopt

RESOLUTION 2024-245

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING THE PURCHASE AND INSTALLATION OF A GENERATOR FOR THE AIRPORT TERMINAL FACILITY AND PURCHASE OF A GENERATOR FOR THE AIRPORT FUEL FARM FROM ZABATT, INC; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission, at their April 2, 2024, Regular Meeting, approved Resolution 2024-60 accepting a Florida Department of Transportation (FDOT) grant for the purchase and installation of one generator at the Airport terminal facility and the purchase of one generator for the Airport fuel farm; and

WHEREAS, consistent with Section 208 of the City's Purchasing Policy, proposals to purchase the generators were obtained from Zabatt, Inc. through Sourcewell Cooperative Purchasing Contract #092222-CMM and #092222-GNR for a total acquisition cost of \$101,459.90; and

WHEREAS, funding for this acquisition is available in the Airport Equipment account, 420 56400.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, THAT:

SECTION 1. The City Commission hereby approves the purchase and installation of generators from Zabatt, Inc. for use at the Fernandina Beach Municipal Airport in the amount of \$101,459.90, attached hereto as Exhibit A.

SECTION 2. The City Clerk and City Manager are hereby authorized to execute documents relating to this purchase and installation, upon review and approval of the City Attorney.

SECTION 3. This Resolution shall become effective immediately upon passage.

ADOPTED this 17th day of December, 2024.

CITY OF FERNANDINA BEACH

JAMES ANTUN
Mayor – Commissioner

ATTEST:

CAROLINE BEST
City Clerk

APPROVED AS TO FORM & LEGALITY:



TAMMI E. BACH
City Attorney



Date: November 25, 2024
Salesman: Jeff Burke - ZPS
Customer: City of Fernandina Beach
Project Name: Fernandina Beach AirPort
Quote #: SO136692 Rev: 2
**Quote expires 30 days from issue date*



CBC1257077
EC13013144

WE ARE PLEASED TO OFFER THE FOLLOWING PROPOSAL FOR YOUR PROJECT

Quantity 1 - Cummins industrial generator, consisting of the following features & accessories:

100kW Natural Gas/Propane
Stationary Emergency-Standby rated
120/208 VAC 3 Phase, 60 Hz
PMG
PowerCommand Control Panel 1.1
Aluminum Weather Protective Enclosure
- 180MPH Wind Rated
- Internally mounted exhaust silencer
125-400A 100% rated LSI Electronic Main line circuit breaker
- w/ std factory lugs
Battery, battery rack & cables
10 AMP battery charger
Pad type isolators, loose
Jacket water heater
Oil and antifreeze
Operation manual
UL2200 Listed
EPA Certified Tier Compliant

ONE LINK COMMERCIAL

Remote monitoring system:
- Email / text alerts for selected alarms
- Cellular connectivity
- Password protected Web Portal featuring real-time status and access to 1 week historical data
- Remote start/stop capability
- Includes parts, labor, programming, and training
- 1 Year warranty (from date of install)
- 1 Sim card (for cellular monitoring)
- Includes 1 One year of cellular service (recurring fee thereafter)

Note: Hardwired, Ethernet cable from customer network to equipment

panel is not included

INSTALLATION - SCOPE OF WORK

Supply and install a 100KW generator, feeders and controls as needed. Existing ATS and Generator Pad are to be used.

All work to be completed during normal business hours: Monday – Friday 8am – 5pm. *Any alterations or deviations from the above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate; including and not limited to authority having jurisdictions changes and unforeseen violations.

EXCLUSIONS

Engineering or utility company fees. Anything outside scope of work. Surveys not included and may be required by municipality for permitting. Existing generator to be moved to new location by others.

MISCELLANEOUS

On-Site Start Up and Testing
2 Hour Resistive Load Bank Test (Performed Onsite)
Gaseous units are NOT field convertible per EPA requirements
FOB Origin, full freight allowed to first destination

WARRANTY

Generator: Standard 2 Year Warranty (from date of performing start up)

THE FOLLOWING IS NOT INCLUDED

Fuel / LP Tank / Plumbing / Meter / Regulator
Service & Maintenance Agreement
Formal Training
Distribution panel and circuit breakers
Not AHCA Compliant

CONTRACT NUMBER

Sourcewell Contract # 092222-CMM

PRICE

\$70,204.11 Plus Applicable Sales Tax

Built in discount of 2.5% has been applied to quote for payments that are remitted as cash, check, EFT or wire transfer.

56 - 58 Weeks Estimated Lead Time*

*Does not include transit time. Lead time is estimated and subject to change.

Date: November 25, 2024
Salesman: Jeff Burke - ZPS
Customer: City of Fernandina Beach
Project Name: Fernandina Airport mobile unit
Quote #: SO172419 Rev: 1
**Quote expires 30 days from issue date*



CBC1257077
EC13013144

WE ARE PLEASED TO OFFER THE FOLLOWING PROPOSAL FOR YOUR PROJECT

Quantity 1 - Generac mobile generator, consisting of the following features and accessories:

Fuel System - Diesel
MDG25
Rating: 25 kVA (20KW)
4 Position Voltage Selector Switch:

- 139/240VAC, Single Phase, 60Hz
- 120/208VAC, Three Phase, 60Hz
- 277/480VAC, Three Phase, 60Hz
- 139/240VAC, Three Phase, 60Hz

Permanent Magnet Excitation
DSE 7310 MKII Controller
Sound Attenuated Weather Enclosure - Steel

- Avg 65dBA @ full load - 23ft
- internally mounted exhaust silencer

125A MLCB w/ shunt trip
Battery, battery rack & cables
Battery Charger
62Gal Sub-Base Tank (approx 35hrs run time@ 75% load)
Single axle trailer
Owner's Manual
UL2200
EPA Tier 4 Final Certified

MISCELLANEOUS

FOB Origin, full freight allowed to first destination / Off Loading by Others

WARRANTY

Generator: Standard 2 Year / 2000hrs (whichever comes first) Limited Warranty (from date of performing start up)

THE FOLLOWING IS NOT INCLUDED

Fuel
Offloading
Electrical and Mechanical Installation
Load Bank Testing
Service & Maintenance Agreement

NO Transfer Switch

SOURCEWELL CONTRACT NO.

092222-GNR, 031121-GNR, 020923-GNR

PRICE

\$31,255.77 Plus Applicable Sales Tax

Built in discount of 2.5% has been applied to quote for payments that are remitted as cash, check, EFT or wire transfer.

14 - 16 weeks Estimated Lead Time*

*Does not include transit time. Lead time is estimated and subject to change.

RESOLUTION 2024-60

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, AUTHORIZING APPROVAL OF THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) PUBLIC TRANSPORTATION GRANT AGREEMENT (PTGA) #434909-5-94-24 FOR THE PURCHASE AND INSTALLATION OF FERNANDINA BEACH MUNICIPAL AIRPORT EMERGENCY GENERATORS; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City is responsible for maintaining the Fernandina Beach Municipal Airport, which includes the terminal building and a fuel farm. Currently, neither of these facilities have backup generator power; and

WHEREAS, the Florida Department of Transportation has provided a public transportation grant agreement authorizing grant funding for the purchase and installation of emergency generators at the Fernandina Beach Municipal Airport to support the terminal and fuel operations in the event of a power outage and for disaster relief response; and

WHEREAS, PTGA #434909-5-94-24 provides grant funding for a total allowable project cost of up to \$120,000, which is 100% of the total estimated cost; and

WHEREAS, the cost for these generators will be incorporated into the Airport's budget in Fiscal Year 2024/2025.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, THAT:

SECTION 1. The City Commission hereby authorizes approval and execution of FDOT Public Transportation Grant Agreement #434909-5-94-24, attached hereto as Exhibit A, authorizing grant funding for the purchase of a tractor mower, zero turn, and bush hog.

SECTION 2. The City Clerk and Interim City Manager are hereby authorized to execute FDOT Public Transportation Grant Agreement #434909-5-94-24, upon review and approval of the City Attorney.

SECTION 3. This Resolution shall become effective immediately upon passage.

ADOPTED this 2nd day of April, 2024.

CITY OF FERNANDINA BEACH



BRADLEY M. BEAN
Commissioner - Mayor

ATTEST:

APPROVED AS TO FORM & LEGALITY:



CAROLINE BEST
City Clerk



TAMMI E. BACH
City Attorney

PUBLIC TRANSPORTATION
GRANT AGREEMENT

Financial Project Number(s): (item-segment-phase-sequence) 434909-5-94-24	Fund(s): Work Activity Code/Function: 215 Federal Number/Federal Award Identification Number (FAIN) – Transit only: N/A Federal Award Date: N/A Agency SAM/UEI Number:	DDR	FLAIR Category: 088719 Object Code: 751000 Org. Code: 55022020228 Vendor Number: VF596000317019
Contract Number:			
CFDA Number: N/A			
CFDA Title: N/A			
CSFA Number: 55.004			
CSFA Title: Aviation Grant Program			

THIS PUBLIC TRANSPORTATION GRANT AGREEMENT ("Agreement") is entered into April 2, 2024, by and between the State of Florida, Department of Transportation, ("Department"), and City of Fernandina Beach, ("Agency"). The Department and the Agency are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties."

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

- 1. Authority.** The Agency, by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D", Agency Resolution** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf. The Department has the authority pursuant to Section(s) 332.007, Florida Statutes, to enter into this Agreement.
- 2. Purpose of Agreement.** The purpose of this Agreement is to provide for the Department's participation in FERNANDINA BEACH MUNICIPAL APT PROCURE & INSTALL EMERGENCY GENERATORS PFL0014723, as further described in **Exhibit "A", Project Description and Responsibilities**, attached and incorporated into this Agreement ("Project"), to provide Department financial assistance to the Agency, state the terms and conditions upon which Department funds will be provided, and to set forth the manner in which the Project will be undertaken and completed.
- 3. Program Area.** For identification purposes only, this Agreement is implemented as part of the Department program area selected below (select all programs that apply):

- ☒ **Aviation**
- ☐ **Seaports**
- ☐ **Transit**
- ☐ **Intermodal**
- ☐ **Rail Crossing Closure**
- ☐ **Match to Direct Federal Funding** (Aviation or Transit)
- ☐ (Note: Section 15 and Exhibit G do not apply to federally matched funding)
- ☐ **Other**

- 4. Exhibits.** The following Exhibits are attached and incorporated into this Agreement:

- ☒ Exhibit A: Project Description and Responsibilities
- ☒ Exhibit B: Schedule of Financial Assistance
- ☐ *Exhibit B1: Deferred Reimbursement Financial Provisions
- ☐ *Exhibit B2: Advance Payment Financial Provisions
- ☐ *Exhibit B3: Alternative Advanced Pay (Transit Bus Program)
- ☒ *Exhibit C: Terms and Conditions of Construction
- ☒ Exhibit D: Agency Resolution
- ☒ Exhibit E: Program Specific Terms and Conditions
- ☒ Exhibit F: Contract Payment Requirements
- ☒ *Exhibit G: Audit Requirements for Awards of State Financial Assistance

**PUBLIC TRANSPORTATION
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- *Exhibit H: Audit Requirements for Awards of Federal Financial Assistance
— *Exhibit I: Certification of Disbursement of Payment to Vehicle and/or Equipment Vendor
— *Additional Exhibit(s):

*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

5. **Time.** Unless specified otherwise, all references to “days” within this Agreement refer to calendar days.

6. **Term of Agreement.** This Agreement shall commence upon full execution by both Parties (“Effective Date”) and continue through June 30, 2026. If the Agency does not complete the Project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed prior to the Effective Date or after the expiration date of this Agreement will not be reimbursed by the Department.

a. ☐ If this box is checked the following provision applies:

Unless terminated earlier, work on the Project shall commence no later than the day of , or within days of the issuance of the Notice to Proceed for the construction phase of the Project (if the Project involves construction), whichever date is earlier. The Department shall have the option to immediately terminate this Agreement should the Agency fail to meet the above-required dates.

7. **Amendments, Extensions, and Assignment.** This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be renewed. This Agreement shall not be assigned, transferred, or otherwise encumbered by the Agency under any circumstances without the prior written consent of the Department.

8. **Termination or Suspension of Project.** The Department may, by written notice to the Agency, suspend any or all of the Department’s obligations under this Agreement for the Agency’s failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected.

a. Notwithstanding any other provision of this Agreement, if the Department intends to terminate the Agreement, the Department shall notify the Agency of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.

c. If the Agreement is terminated before performance is completed, the Agency shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department’s maximum financial assistance. If any portion of the Project is located on the Department’s right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Agency.

d. In the event the Agency fails to perform or honor the requirements and provisions of this Agreement, the Agency shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.

e. The Department reserves the right to unilaterally cancel this Agreement for failure by the Agency to comply with the Public Records provisions of Chapter 119, Florida Statutes.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

Form 725-000-01
STRATEGIC
DEVELOPMENT
OGC 7/22

9. Project Cost:

- a. The estimated total cost of the Project is \$120,000. This amount is based upon **Exhibit "B", Schedule of Financial Assistance**. The timeline for deliverables and distribution of estimated amounts between deliverables within a grant phase, as outlined in **Exhibit "B", Schedule of Financial Assistance**, may be modified by mutual written agreement of the Parties and does not require execution of an **Amendment to the Public Transportation Grant Agreement**. The timeline for deliverables and distribution of estimated amounts between grant phases requires an amendment executed by both Parties in the same form as this Agreement.
- b. The Department agrees to participate in the Project cost up to the maximum amount of \$120,000 and, the Department's participation in the Project shall not exceed 100.00% of the total eligible cost of the Project, and as more fully described in **Exhibit "B", Schedule of Financial Assistance**. The Agency agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits involved.

10. Compensation and Payment:

- a. **Eligible Cost.** The Department shall reimburse the Agency for allowable costs incurred as described in **Exhibit "A", Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**.
- b. **Deliverables.** The Agency shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A", Project Description and Responsibilities**. Modifications to the deliverables in **Exhibit "A", Project Description and Responsibilities** requires a formal written amendment.
- c. **Invoicing.** Invoices shall be submitted no more often than monthly by the Agency in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable, and verifiable deliverables as established in **Exhibit "A", Project Description and Responsibilities**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursement. Requests for reimbursement by the Agency shall include an invoice, progress report, and supporting documentation for the deliverables being billed that are acceptable to the Department. The Agency shall use the format for the invoice and progress report that is approved by the Department.
- d. **Supporting Documentation.** Supporting documentation must establish that the deliverables were received and accepted in writing by the Agency and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A", Project Description and Responsibilities** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F", Contract Payment Requirements**.
- e. **Travel Expenses.** The selected provision below is controlling regarding travel expenses:

☒ Travel expenses are NOT eligible for reimbursement under this Agreement.

☐ Travel expenses ARE eligible for reimbursement under this Agreement. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061,

**PUBLIC TRANSPORTATION
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Florida Statutes, and the most current version of the Department's Disbursement Handbook for Employees and Managers.

- f. Financial Consequences.** Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes, or the Department's Comptroller under Section 334.044(29), Florida Statutes. If the Department determines that the performance of the Agency is unsatisfactory, the Department shall notify the Agency of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Agency shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Agency will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Agency will not be reimbursed. If the deficiency is subsequently resolved, the Agency may bill the Department for the amount that was previously not reimbursed during the next billing period. If the Agency is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

- g. Invoice Processing.** An Agency receiving financial assistance from the Department should be aware of the following time frames. Inspection or verification and approval of deliverables shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables are received, inspected or verified, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Agency. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices that have to be returned to an Agency because of Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agency who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

- h. Records Retention.** The Agency shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the Project records, together with supporting documents and records, of the Contractor and all subcontractors performing work on the Project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.
- i. Progress Reports.** Upon request, the Agency agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.
- j. Submission of Other Documents.** The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department

**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

may require as listed in **Exhibit "E", Program Specific Terms and Conditions** attached to and incorporated into this Agreement.

- k. Offsets for Claims.** If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement that it has with the Agency owing such amount if, upon written demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- l. Final Invoice.** The Agency must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- m. Department's Performance and Payment Contingent Upon Annual Appropriation by the Legislature.** The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Agency. See **Exhibit "B", Schedule of Financial Assistance** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.
- n. Limits on Contracts Exceeding \$25,000 and Term more than 1 Year.** In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."
- o. Agency Obligation to Refund Department.** Any Project funds made available by the Department pursuant to this Agreement that are determined by the Department to have been expended by the Agency in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Agency files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.
- p. Non-Eligible Costs.** In determining the amount of the payment, the Department will exclude all Project costs incurred by the Agency prior to the execution of this Agreement, costs incurred after the expiration of the Agreement, costs that are not provided for in **Exhibit "A", Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**, costs agreed to be borne by the Agency or its contractors and subcontractors for

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not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangement that has not been approved in writing by the Department. Specific unallowable costs may be listed in **Exhibit "A", Project Description and Responsibilities**.

11. General Requirements. The Agency shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

- a. **Necessary Permits Certification.** The Agency shall certify to the Department that the Agency's design consultant and/or construction contractor has secured the necessary permits.
- b. **Right-of-Way Certification.** If the Project involves construction, then the Agency shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, even if no right-of-way is required.
- c. **Notification Requirements When Performing Construction on Department's Right-of-Way.** In the event the cost of the Project is greater than \$250,000.00, and the Project involves construction on the Department's right-of-way, the Agency shall provide the Department with written notification of either its intent to:
 - i. Require the construction work of the Project that is on the Department's right-of-way to be performed by a Department prequalified contractor, or
 - ii. Construct the Project utilizing existing Agency employees, if the Agency can complete said Project within the time frame set forth in this Agreement.
- d. ☐ If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce.** In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).
- e. ☐ If this box is checked, then the Agency is permitted to utilize **Indirect Costs: Reimbursement for Indirect Program Expenses** (select one):
 - i. ☐ Agency has selected to seek reimbursement from the Department for actual indirect expenses (no rate).
 - ii. ☐ Agency has selected to apply a de minimus rate of 10% to modified total direct costs. Note: The de minimus rate is available only to entities that have never had a negotiated indirect cost rate. When selected, the de minimus rate must be used consistently for all federal awards until such time the agency chooses to negotiate a rate. A cost policy statement and de minimis certification form must be submitted to the Department for review and approval.
 - iii. ☐ Agency has selected to apply a state or federally approved indirect cost rate. A federally approved rate agreement or indirect cost allocation plan (ICAP) must be submitted annually.
- f. **Agency Compliance with Laws, Rules, and Regulations, Guidelines, and Standards.** The Agency shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

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- g. Claims and Requests for Additional Work.** The Agency shall have the sole responsibility for resolving claims and requests for additional work for the Project. The Agency will make best efforts to obtain the Department's input in its decisions. The Department is not obligated to reimburse for claims or requests for additional work.

12. Contracts of the Agency:

- a. Approval of Third Party Contracts.** The Department specifically reserves the right to review and approve any and all third party contracts with respect to the Project before the Agency executes or obligates itself in any manner requiring the disbursement of Department funds, including consultant and purchase of commodities contracts, or amendments thereto. If the Department chooses to review and approve third party contracts for this Project and the Agency fails to obtain such approval, that shall be sufficient cause for nonpayment by the Department. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same. If Federal Transit Administration (FTA) funds are used in the Project, the Department must exercise the right to third party contract review.
- b. Procurement of Commodities or Contractual Services.** It is understood and agreed by the Parties hereto that participation by the Department in a project with the Agency, where said project involves the purchase of commodities or contractual services where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Section 287.017, Florida Statutes, is contingent on the Agency complying in full with the provisions of Section 287.057, Florida Statutes. The Agency's Authorized Official shall certify to the Department that the Agency's purchase of commodities or contractual services has been accomplished in compliance with Section 287.057, Florida Statutes. It shall be the sole responsibility of the Agency to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B", Schedule of Financial Assistance**, or that is not consistent with the Project description and scope of services contained in **Exhibit "A", Project Description and Responsibilities** must be approved by the Department prior to Agency execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department, in accordance with this Agreement.
- c. Consultants' Competitive Negotiation Act.** It is understood and agreed by the Parties to this Agreement that participation by the Department in a project with the Agency, where said project involves a consultant contract for professional services, is contingent on the Agency's full compliance with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Agency's Authorized Official shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.
- d. Disadvantaged Business Enterprise (DBE) Policy and Obligation.** It is the policy of the Department that DBEs, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement. The Agency and its contractors agree to ensure that DBEs have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBEs have the opportunity to compete for and perform contracts. The Agency and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

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13. Maintenance Obligations. In the event the Project includes construction or the acquisition of commodities then the following provisions are incorporated into this Agreement:

- a. The Agency agrees to accept all future maintenance and other attendant costs occurring after completion of the Project for all improvements constructed or commodities acquired as part of the Project. The terms of this provision shall survive the termination of this Agreement.

14. Sale, Transfer, or Disposal of Department-funded Property:

- a. The Agency will not sell or otherwise transfer or dispose of any part of its title or other interests in real property, facilities, or equipment funded in any part by the Department under this Agreement without prior written approval by the Department.
- b. If a sale, transfer, or disposal by the Agency of all or a portion of Department-funded real property, facilities, or equipment is approved by the Department, the following provisions will apply:
 - i. The Agency shall reimburse the Department a proportional amount of the proceeds of the sale of any Department-funded property.
 - ii. The proportional amount shall be determined on the basis of the ratio of the Department funding of the development or acquisition of the property multiplied against the sale amount, and shall be remitted to the Department within ninety (90) days of closing of sale.
 - iii. Sale of property developed or acquired with Department funds shall be at market value as determined by appraisal or public bidding process, and the contract and process for sale must be approved in advance by the Department.
 - iv. If any portion of the proceeds from the sale to the Agency are non-cash considerations, reimbursement to the Department shall include a proportional amount based on the value of the non-cash considerations.
- c. The terms of provisions "a" and "b" above shall survive the termination of this Agreement.
 - i. The terms shall remain in full force and effect throughout the useful life of facilities developed, equipment acquired, or Project items installed within a facility, but shall not exceed twenty (20) years from the effective date of this Agreement.
 - ii. There shall be no limit on the duration of the terms with respect to real property acquired with Department funds.

15. Single Audit. The administration of Federal or State resources awarded through the Department to the Agency by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of Federal awards or State financial assistance or limit the authority of any state agency inspector general, the State of Florida Auditor General, or any other state official. The Agency shall comply with all audit and audit reporting requirements as specified below.

Federal Funded:

- a. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to Federal awards provided

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through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO), or State of Florida Auditor General.

- b. The Agency, a non-Federal entity as defined by 2 CFR Part 200, Subpart F – Audit Requirements, as a subrecipient of a Federal award awarded by the Department through this Agreement, is subject to the following requirements:
- i. In the event the Agency expends a total amount of Federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Agency must have a Federal single or program-specific audit conducted for such fiscal year in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. **Exhibit “H”, Audit Requirements for Awards of Federal Financial Assistance**, to this Agreement provides the required Federal award identification information needed by the Agency to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining Federal awards expended in a fiscal year, the Agency must consider all sources of Federal awards based on when the activity related to the Federal award occurs, including the Federal award provided through the Department by this Agreement. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.
 - ii. In connection with the audit requirements, the Agency shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.
 - iii. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards, the Agency is exempt from Federal audit requirements for that fiscal year. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency’s audit period for each applicable audit year. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards in a fiscal year and ~~elects~~ to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-Federal resources (*i.e.*, the cost of such an audit must be paid from the Agency’s resources obtained from other than Federal entities).
 - iv. The Agency must electronically submit to the Federal Audit Clearinghouse (FAC) at <https://harvester.census.gov/facweb/> the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor’s report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor’s report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.
 - v. Within six months of acceptance of the audit report by the FAC, the Department will review the Agency’s audit reporting package, including corrective action plans and

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management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the Federal award provided through the Department by this Agreement. If the Agency fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:

1. Temporarily withhold cash payments pending correction of the deficiency by the Agency or more severe enforcement action by the Department;
 2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
 3. Wholly or partly suspend or terminate the Federal award;
 4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and Federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the Federal awarding agency);
 5. Withhold further Federal awards for the Project or program;
 6. Take other remedies that may be legally available.
- vi. As a condition of receiving this Federal award, the Agency shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.
- vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us

State Funded:

- a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Agency's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS), or State of Florida Auditor General.
- b. The Agency, a "nonstate entity" as defined by Section 215.97, Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement, is subject to the following requirements:
 - i. In the event the Agency meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and

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Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "G", Audit Requirements for Awards of State Financial Assistance**, to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Agency to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Agency shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

- ii. In connection with the audit requirements, the Agency shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
- iii. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Agency's resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than State entities).
- iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0405
FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

- v. Any copies of financial reporting packages, reports, or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
- vi. The Agency, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or

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10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Agency in correspondence accompanying the reporting package.

vii. Upon receipt, and within six months, the Department will review the Agency's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Agency fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.

viii. As a condition of receiving state financial assistance, the Agency shall permit the Department or its designee, DFS, or the Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.

c. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department or its designee, DFS, or State of Florida Auditor General access to such records upon request. The Agency shall ensure that the audit working papers are made available to the Department or its designee, DFS, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

16. Notices and Approvals. Notices and approvals referenced in this Agreement must be obtained in writing from the Parties' respective Administrators or their designees.

17. Restrictions, Prohibitions, Controls and Labor Provisions:

a. **Convicted Vendor List.** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

b. **Discriminatory Vendor List.** In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

c. **Non-Responsible Contractors.** An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied, or have further been determined by the Department to be a non-responsible contractor, may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.

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- d. **Prohibition on Using Funds for Lobbying.** No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.
- e. **Unauthorized Aliens.** The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
- f. **Procurement of Construction Services.** If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and at the time of the competitive solicitation for the Project, 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Agency must comply with the requirements of Section 255.0991, Florida Statutes.
- g. **E-Verify.** The Agency shall:
 - i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the contract; and
 - ii. Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- h. **Executive Order 20-44.** Pursuant to Governor's Executive Order 20-44, if the Agency is required by the Internal Revenue Code to file IRS Form 990 and is named in statute with which the Department must form a sole-source, public-private agreement; or through contract or other agreement with the State, annually receives 50% or more of its budget from the State or from a combination of State and Federal funds, Recipient shall submit an Annual Report to the Department, including the most recent IRS Form 990, detailing the total compensation for each member of the Agency executive leadership team. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Agency shall inform the Department of any changes in total executive compensation during the period between the filing of Annual Reports within 60 days of any change taking effect. All compensation reports shall detail the percentage of executive leadership compensation received directly from all State and/or Federal allocations to the Agency. Annual Reports shall be in the form approved by the Department and shall be submitted to the Department at fdotsingleaudit@dot.state.fl.us within 180 days following the end of each tax year of the Agency receiving Department funding.
- i. **Design Services and Construction Engineering and Inspection Services.** If the Project is wholly or partially funded by the Department and administered by a local governmental entity, except for a seaport listed in Section 311.09, Florida Statutes, or an airport as defined in Section 332.004, Florida Statutes, the entity performing design and construction engineering and inspection services may not be the same entity.

18. Indemnification and Insurance:

- a. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Agency guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Agency or any

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subcontractor, in connection with this Agreement. Additionally, to the extent permitted by law and as limited by and pursuant to the provisions of Section 768.28, Florida Statutes, the Agency shall indemnify, defend, and hold harmless the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Agency and persons employed or utilized by the Agency in the performance of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the Department's or the Agency's sovereign immunity. This indemnification shall survive the termination of this Agreement. Additionally, the Agency agrees to include the following indemnification in all contracts with contractors/subcontractors and consultants/subconsultants who perform work in connection with this Agreement:

"To the fullest extent permitted by law, the Agency's contractor/consultant shall indemnify, defend, and hold harmless the Agency and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor/consultant and persons employed or utilized by the contractor/consultant in the performance of this Agreement.

This indemnification shall survive the termination of this Agreement."

- b.** The Agency shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultant(s) have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation Insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships, or partners are covered by insurance required under Florida's Workers' Compensation law.
- c.** If the Agency elects to self-perform the Project, then the Agency may self-insure. If the Agency elects to hire a contractor or consultant to perform the Project, then the Agency shall carry, or cause its contractor or consultant to carry, Commercial General Liability insurance providing continuous coverage for all work or operations performed under this Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. The Agency shall cause, or cause its contractor or consultant to cause, the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Agency is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the

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coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.

- d. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Agency shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than \$2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than \$6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.
- e. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

19. Miscellaneous:

- a. **Environmental Regulations.** The Agency will be solely responsible for compliance with all applicable environmental regulations and for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith.
- b. **Non-Admission of Liability.** In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- c. **Severability.** If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- d. **Agency not an agent of Department.** The Agency and the Department agree that the Agency, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
- e. **Bonus or Commission.** By execution of the Agreement, the Agency represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

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- f. **Non-Contravention of State Law.** Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing so that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.
- g. **Execution of Agreement.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- h. **Federal Award Identification Number (FAIN).** If the FAIN is not available prior to execution of the Agreement, the Department may unilaterally add the FAIN to the Agreement without approval of the Agency and without an amendment to the Agreement. If this occurs, an updated Agreement that includes the FAIN will be provided to the Agency and uploaded to the Department of Financial Services' Florida Accountability Contract Tracking System (FACTS).
- i. **Inspector General Cooperation.** The Agency agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.
- j. **Law, Forum, and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Agency agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

AGENCY City of Fernandina Beach

By: 

Name: Charles L. George

Title: Interim City Manager

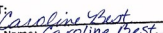
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By: _____

Name: James M. Knight, P.E.

Title: Urban Planning and Modal Administrator

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
Legal Review: _____

ATTEST:
By: 
Printed Name: Caroline Best
Title: City Clerk

APPROVED AS TO FORM AND LEGALITY:


CITY ATTORNEY

**PUBLIC TRANSPORTATION
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A. Project Description (description of Agency's project to provide context, description of project components funded via this Agreement (if not the entire project)): FERNANDINA BEACH MUNICIPAL APT PROCURE & INSTALL EMERGENCY GENERATORS PFL0014723

B. Project Location (limits, city, county, map): Fernandina Beach Municipal Airport/Fernandina Beach, FL/Nassau

C. Project Scope (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size): As required by 215.971, F.S., this scope of work includes but is not limited to consultant and design fees; survey and geotechnical costs; permitting; construction inspection and material testing costs; mobilization and demobilization; acquisition, delivery, installation, and commissioning of two emergency generators; site preparation; electrical work; and enclosure (slab, structure, roof, ventilation, and MEP). It can also include the cost of repair or rehabilitation of a previously purchased emergency generator and its enclosure. Acquisition and installation projects include all materials, equipment, labor, and incidentals required to complete installation of emergency generators at the Terminal Building & Fuel Farm at Fernandina Beach Municipal Airport. The Sponsor will comply with Aviation Program Assurances.

D. Deliverable(s):

The project scope identifies the ultimate project deliverables. Deliverables for requisition, payment and invoice purposes will be the incremental progress made toward completion of project scope elements. Supporting documentation will be quantifiable, measurable, and verifiable, to allow for a determination of the amount of incremental progress that has been made, and provide evidence that the payment requested is commensurate with the accomplished incremental progress and costs incurred by the Agency.

E. Unallowable Costs (including but not limited to): Travel

F. Transit Operating Grant Requirements (Transit Only):

Transit Operating Grants billed as an operational subsidy will require an expenditure detail report from the Agency that matches the invoice period. The expenditure detail, along with the progress report, will be the required deliverables for Transit Operating Grants. Operating grants may be issued for a term not to exceed three years from execution. The original grant agreement will include funding for year one. Funding for years two and three will be added by amendment as long as the grantee has submitted all invoices on schedule and the project deliverables for the year have been met.

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EXHIBIT B

Schedule of Financial Assistance

FUNDS AWARDED TO THE AGENCY AND REQUIRED MATCHING FUNDS PURSUANT TO THIS AGREEMENT
CONSIST OF THE FOLLOWING:

A. Fund Type and Fiscal Year:

Financial Management Number	Fund Type	FLAIR Category	State Fiscal Year	Object Code	CSFA/CFDA Number	CSFA/CFDA Title or Funding Source Description	Funding Amount
434909-5-94-24	DDR	088719	2024	751000	55.004	Aviation Grant Program	\$120,000.00
Total Financial Assistance							\$120,000.00

B. Estimate of Project Costs by Grant Phase:

Phases*	State	Local	Federal	Totals	State %	Local %	Federal %
Land Acquisition	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Planning	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Environmental/Design/Construction	\$120,000.00	\$0.00	\$0.00	\$120,000.00	100.00	0.00	0.00
Capital Equipment/ Preventative Maintenance	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Match to Direct Federal Funding	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Mobility Management (Transit Only)	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Totals	\$120,000.00	\$0.00	\$0.00	\$120,000.00			

*Shifting items between these grant phases requires execution of an Amendment to the Public Transportation Grant Agreement.

Scope Code and/or Activity Line Item (ALI) (Transit Only)	
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BUDGET/COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category (grant phase) has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, Florida Statutes. Documentation is on file evidencing the methodology used and the conclusions reached.

Kyle Coffman

Department Grant Manager Name

Signature

Date

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EXHIBIT C

TERMS AND CONDITIONS OF CONSTRUCTION

1. Design and Construction Standards and Required Approvals.

- a. The Agency understands that it is responsible for the preparation and certification of all design plans for the Project. The Agency shall hire a qualified consultant for the design phase of the Project or, if applicable, the Agency shall require their design-build contractor or construction management contractor to hire a qualified consultant for the design phase of the Project.
- b. Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Agency for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Agency shall not begin the construction phase of the Project until the Department issues a Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Agency shall request a Notice to Proceed from the Department's Project Manager, (email:) or from an appointed designee. Any construction phase work performed prior to the execution of this required Notice to Proceed is not subject to reimbursement.
- c. The Agency will provide one (1) copy of the final design plans and specifications and final bid documents to the Department's Project Manager prior to bidding or commencing construction of the Project.
- d. The Agency shall require the Agency's contractor to post a payment and performance bond in accordance with applicable law(s).
- e. The Agency shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that the construction work will meet all applicable Agency and Department standards.
- f. Upon completion of the work authorized by this Agreement, the Agency shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineer's Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached to this Exhibit. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans or specifications, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.

2. Construction on the Department's Right of Way. If the Project involves construction on the Department's right-of-way, then the following provisions apply to any and all portions of the Project that are constructed on the Department's right-of-way:

- a. The Agency shall hire a qualified contractor using the Agency's normal bid procedures to perform the construction work for the Project. The Agency must certify that the installation of the Project is completed by a Contractor prequalified by the Department as required by Section 2 of the Standard Specifications for Road and Bridge Construction (2016), as amended, unless otherwise approved by the Department in writing or the Contractor exhibits past project experience in the last five years that are comparable in scale, composition, and overall quality to the site characterized within the scope of services of this Project.
- b. Construction Engineering Inspection (CEI) services will be provided by the Agency by hiring a Department prequalified consultant firm including one individual that has completed the

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Advanced Maintenance of Traffic Level Training, unless otherwise approved by the Department in writing. The CEI staff shall be present on the Project at all times that the contractor is working. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall approve all CEI personnel. The CEI firm shall not be the same firm as that of the Engineer of Record for the Project. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Notwithstanding the foregoing, the Department may issue a written waiver of the CEI requirement for portions of Projects involving the construction of bus shelters, stops, or pads.

- c. The Project shall be designed and constructed in accordance with the latest edition of the Department's Standard Specifications for Road and Bridge Construction, the Department Design Standards, and the Manual of Uniform Traffic Control Devices (MUTCD). The following guidelines shall apply as deemed appropriate by the Department: the Department Structures Design Manual, AASHTO Guide Specifications for the Design of Pedestrian Bridges, AASHTO LRFD Bridge Design Specifications, Florida Design Manual, Manual for Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (the "Florida Green Book"), and the Department Traffic Engineering Manual. The Agency will be required to submit any construction plans required by the Department for review and approval prior to any work being commenced. Should any changes to the plans be required during construction of the Project, the Agency shall be required to notify the Department of the changes and receive approval from the Department prior to the changes being constructed. The Agency shall maintain the area of the Project at all times and coordinate any work needs of the Department during construction of the Project.
- d. The Agency shall notify the Department a minimum of 48 hours before beginning construction within Department right-of-way. The Agency shall notify the Department should construction be suspended for more than 5 working days. The Department contact person for construction is ____.
- e. The Agency shall be responsible for monitoring construction operations and the maintenance of traffic (MOT) throughout the course of the Project in accordance with the latest edition of the Department Standard Specifications, section 102. The Agency is responsible for the development of a MOT plan and making any changes to that plan as necessary. The MOT plan shall be in accordance with the latest version of the Department Design Standards, Index 600 series. Any MOT plan developed by the Agency that deviates from the Department Design Standards must be signed and sealed by a professional engineer. MOT plans will require approval by the Department prior to implementation.
- f. The Agency shall be responsible for locating all existing utilities, both aerial and underground, and for ensuring that all utility locations be accurately documented on the construction plans. All utility conflicts shall be fully resolved directly with the applicable utility.
- g. The Agency will be responsible for obtaining all permits that may be required by other agencies or local governmental entities.
- h. It is hereby agreed by the Parties that this Agreement creates a permissive use only and all improvements located on the Department's right-of-way resulting from this Agreement shall become the property of the Department. Neither the granting of the permission to use the Department right of way nor the placing of facilities upon the Department property shall operate to create or vest any property right to or in the Agency, except as may otherwise be provided in separate agreements. The Agency shall not acquire any right, title, interest or estate in Department right of way, of any nature or kind whatsoever, by virtue of the execution, operation, effect, or performance of this Agreement including, but not limited to, the Agency's

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use, occupancy or possession of Department right of way. The Parties agree that this Agreement does not, and shall not be construed to, grant credit for any future transportation concurrency requirements pursuant to Chapter 163, F.S.

- i. The Agency shall not cause any liens or encumbrances to attach to any portion of the Department's property, including but not limited to, the Department's right-of-way.
- j. The Agency shall perform all required testing associated with the design and construction of the Project. Testing results shall be made available to the Department upon request. The Department shall have the right to perform its own independent testing during the course of the Project.
- k. The Agency shall exercise the rights granted herein and shall otherwise perform this Agreement in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement and all applicable federal, state, local, administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards and permits, as the same may be constituted and amended from time to time, including, but not limited to, those of the Department, applicable Water Management District, Florida Department of Environmental Protection, the United States Environmental Protection Agency, the United States Army Corps of Engineers, the United States Coast Guard and local governmental entities.
- l. If the Department determines a condition exists which threatens the public's safety, the Department may, at its discretion, cause construction operations to cease and immediately have any potential hazards removed from its right-of-way at the sole cost, expense, and effort of the Agency. The Agency shall bear all construction delay costs incurred by the Department.
- m. The Agency shall be responsible to maintain and restore all features that might require relocation within the Department right-of-way.
- n. The Agency will be solely responsible for clean up or restoration required to correct any environmental or health hazards that may result from construction operations.
- o. The acceptance procedure will include a final "walk-through" by Agency and Department personnel. Upon completion of construction, the Agency will be required to submit to the Department final as-built plans and an engineering certification that construction was completed in accordance to the plans. Submittal of the final as-built plans shall include one complete set of the signed and sealed plans on 11" X 17" plan sheets and an electronic copy prepared in Portable Document Format (PDF). Prior to the termination of this Agreement, the Agency shall remove its presence, including, but not limited to, all of the Agency's property, machinery, and equipment from Department right-of-way and shall restore those portions of Department right of way disturbed or otherwise altered by the Project to substantially the same condition that existed immediately prior to the commencement of the Project.
- p. If the Department determines that the Project is not completed in accordance with the provisions of this Agreement, the Department shall deliver written notification of such to the Agency. The Agency shall have thirty (30) days from the date of receipt of the Department's written notice, or such other time as the Agency and the Department mutually agree to in writing, to complete the Project and provide the Department with written notice of the same (the "Notice of Completion"). If the Agency fails to timely deliver the Notice of Completion, or if it is determined that the Project is not properly completed after receipt of the Notice of Completion, the Department, within its discretion may: 1) provide the Agency with written authorization granting such additional time as the Department deems appropriate to correct the deficiency(ies); or 2) correct the deficiency(ies) at the Agency's sole cost and expense, without Department liability to the Agency for any resulting loss or damage to property, including, but not limited to, machinery and equipment. If the Department elects to correct the

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deficiency(ies), the Department shall provide the Agency with an invoice for the costs incurred by the Department and the Agency shall pay the invoice within thirty (30) days of the date of the invoice.

- q. The Agency shall implement best management practices for erosion and pollution control to prevent violation of state water quality standards. The Agency shall be responsible for the correction of any erosion, shoaling, or water quality problems that result from the construction of the Project.
- r. Portable Traffic Monitoring Site (PTMS) or a Telemetry Traffic Monitoring Site (TTMS) may exist within the vicinity of your proposed work. It is the responsibility of the Agency to locate and avoid damage to these sites. If a PTMS or TTMS is encountered during construction, the Department must be contacted immediately.
- s. During construction, highest priority must be given to pedestrian safety. If permission is granted to temporarily close a sidewalk, it should be done with the express condition that an alternate route will be provided, and shall continuously maintain pedestrian features to meet Americans Disability Act (ADA) standards.
- t. Restricted hours of operation will be as follows, unless otherwise approved by the Department's District Construction Engineer or designee (insert hours and days of the week for restricted operation):
- u. Lane closures on the state road system must be coordinated with the Public Information Office at least two weeks prior to the closure. The contact information for the Department's Public Information Office is:

Insert District PIO contact info:

Note: (Highlighted sections indicate need to confirm information with District Office or appropriate DOT person managing the Agreement)

3. **Engineer's Certification of Compliance.** The Agency shall complete and submit and if applicable Engineer's Certification of Compliance to the Department upon completion of the construction phase of the Project.

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ENGINEER'S CERTIFICATION OF COMPLIANCE

PUBLIC TRANSPORTATION GRANT AGREEMENT
BETWEEN
THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
and _____

PROJECT DESCRIPTION: _____

DEPARTMENT CONTRACT NO.: _____

FINANCIAL MANAGEMENT NO.: _____

In accordance with the Terms and Conditions of the Public Transportation Grant Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification, the Agency shall furnish the Department a set of "as-built" plans for construction on the Department's Right of Way certified by the Engineer of Record/CEI.

By: _____, P.E.

SEAL:

Name: _____

Date: _____

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EXHIBIT D

AGENCY RESOLUTION

PLEASE SEE ATTACHED

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EXHIBIT E

**PROGRAM SPECIFIC TERMS AND CONDITIONS - AVIATION
AVIATION PROGRAM ASSURANCES**

A. General.

1. The assurances herein shall form an integral part of the Agreement between the Department and the Agency.
2. These assurances delineate the obligations of the Parties to this Agreement to ensure their commitment and compliance with specific provisions of **Exhibit “A”, Project Description and Responsibilities**, and **Exhibit “B”, Schedule of Financial Assistance**, as well as serving to protect public investment in public-use airports and the continued viability of the Florida Aviation System.
3. The Agency shall comply with the assurances as specified in this Agreement.
4. The terms and assurances of this Agreement shall remain in full force and effect throughout the useful life of a facility developed; equipment acquired; or Project items installed within a facility for an airport development or noise compatibility program project, but shall not exceed 20 years from the effective date of this Agreement.
5. There shall be no limit on the duration of the terms and assurances of this Agreement regarding Exclusive Rights and Airport Revenue so long as the property is used as a public airport.
6. There shall be no limit on the duration of the terms and assurances of this Agreement with respect to real property acquired with funds provided by this Agreement.
7. Subject to appropriations, the Department shall continue to comply with its financial commitment to this Project under the terms of this Agreement, until such time as the Department may determine that the Agency has failed to comply with the terms and assurances of this Agreement.
8. An Agency that has been determined by the Department to have failed to comply with either the terms of these Assurances, or the terms of the Agreement, or both, shall be notified, in writing, by the Department, identifying the specifics of the non-compliance and any corrective action by the Agency to remedy the failure.
9. Failure by the Agency to satisfactorily remedy the non-compliance shall absolve the Department's continued financial commitment to this Project and immediately require the Agency to repay the Department the full amount of funds expended by the Department on this Project.
10. Any history of failure to comply with the terms and assurances of an Agreement will jeopardize the Agency's eligibility for further state funding of airport projects by the Department.

B. Agency Compliance Certification.

1. **General Certification.** The Agency hereby certifies, with respect to this Project, it will comply, within its authority, with all applicable, current laws and rules of the State of Florida and applicable local governments, as well as Department policies, guidelines, and requirements, including but not limited to, the following (latest version of each document):
 - a. **Florida Statutes (F.S.)**
 - Chapter 163, F.S., Intergovernmental Programs
 - Chapter 329, F.S., Aircraft: Title; Liens; Registration; Liens
 - Chapter 330, F.S., Regulation of Aircraft, Pilots, and Airports
 - Chapter 331, F.S., Aviation and Aerospace Facilities and Commerce
 - Chapter 332, F.S., Airports and Other Air Navigation Facilities
 - Chapter 333, F.S., Airport Zoning

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b. Florida Administrative Code (FAC)

- Chapter 73C-41, FAC, Community Planning; Governing the Procedure for the Submittal and Review of Local Government Comprehensive Plans and Amendments
- Chapter 14-60, FAC, Airport Licensing, Registration, and Airspace Protection
- Section 62-256.300, FAC, Open Burning, Prohibitions
- Section 62-701.320(13), FAC, Solid Waste Management Facility Permit Requirements, General, Airport Safety

c. Local Government Requirements

- Airport Zoning Ordinance
- Local Comprehensive Plan

d. Department Requirements

- Eight Steps of Building a New Airport
- Florida Airport Revenue Use Guide
- Florida Aviation Project Handbook
- Guidebook for Airport Master Planning
- Airport Compatible Land Use Guidebook

- 2. Construction Certification.** The Agency hereby certifies, with respect to a construction-related project, that all design plans and specifications will comply with applicable federal, state, local, and professional standards, as well as Federal Aviation Administration (FAA) Advisory Circulars (AC's) and FAA issued waivers thereto, including but not limited to, the following:

a. Federal Requirements

- FAA AC 70/7460-1, Obstruction Marking and Lighting
- FAA AC 150/5300-13, Airport Design
- FAA AC 150/5370-2, Operational Safety on Airports During Construction
- FAA AC 150/5370-10, Standards for Specifying Construction of Airports

b. Local Government Requirements

- Local Building Codes
- Local Zoning Codes

c. Department Requirements

- Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (Commonly Referred to as the "Florida Green Book")
- Manual on Uniform Traffic Control Devices
- Section 14-60.007, FAC, Airfield Standards for Licensed Airports
- Standard Specifications for Construction of General Aviation Airports
- Design Guidelines & Minimum Standard Requirements for T-Hangar Projects

- 3. Land Acquisition Certification.** The Agency hereby certifies, regarding land acquisition, that it will comply with applicable federal and/or state policies, regulations, and laws, including but not limited to the following:

a. Federal Requirements

- Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970
- National Environmental Policy of 1969
- FAA Order 5050.4, National Environmental Policy Act Implementing Instructions for Airport Projects
- FAA Order 5100.37B, Land Acquisition and Relocation Assistance for Airport Projects

b. Florida Requirements

- Chapter 73, F.S., Eminent Domain (re: Property Acquired Through Condemnation)
- Chapter 74, F.S., Proceedings Supplemental to Eminent Domain (re: Condemnation)
- Section 286.23, F.S., Public Business: Miscellaneous Provisions

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C. Agency Authority.

1. **Legal Authority.** The Agency hereby certifies, with respect to this Agreement, that it has the legal authority to enter into this Agreement and commit to this Project; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the airport sponsor's governing body authorizing this Agreement, including assurances contained therein, and directing and authorizing the person identified as the official representative of the governing body to act on its behalf with respect to this Agreement and to provide any additional information as may be required.
2. **Financial Authority.** The Agency hereby certifies, with respect to this Agreement, that it has sufficient funds available for that portion of the Project costs which are not paid by the U.S. Government or the State of Florida; that it has sufficient funds available to assure future operation and maintenance of items funded by this Project, which it will control; and that authority has been granted by the airport sponsor governing body to commit those funds to this Project.

D. Agency Responsibilities. The Agency hereby certifies it currently complies with or will comply with the following responsibilities:

1. Accounting System.

- a. The Agency shall create and maintain a separate account to document all of the financial transactions related to the airport as a distinct entity.
- b. The accounting records shall be kept by the Agency or its authorized representative in accordance with Generally Accepted Accounting Principles and in an accounting system that will facilitate an effective audit in accordance with the 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and Section 215.97, F.S., Florida Single Audit Act.
- c. The Department has the right to audit and inspect all financial records of the Agency upon reasonable notice.

2. Good Title.

- a. The Agency holds good title, satisfactory to the Department, to the airport or site thereof, or gives assurance, satisfactory to the Department, that good title will be obtained.
- b. For noise compatibility program projects undertaken on the airport sponsor's property, the Agency holds good title, satisfactory to the Department, to that portion of the property upon which state funds will be expended, or gives assurance, satisfactory to the Department, that good title will be obtained.

3. Preserving Rights and Powers.

- a. The Agency shall not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms and assurances of this Agreement without the written approval of the Department. Further, the Agency shall act promptly to acquire, extinguish, or modify, in a manner acceptable to the Department, any outstanding rights or claims of right of others which would interfere with such performance by the Agency.
- b. If an arrangement is made for management and operation of the airport by any entity or person other than the Agency or an employee of the Agency, the Agency shall reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with the terms and assurances of this Agreement.

4. Hazard Removal and Mitigation.

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- a. For airport hazards located on airport controlled property, the Agency shall clear and protect terminal airspace required for instrument and visual operations at the airport (including established minimum flight altitudes) by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.
- b. For airport hazards not located on airport controlled property, the Agency shall work in conjunction with the governing public authority or private land owner of the property to clear and protect terminal airspace required for instrument and visual operations at the airport (including established minimum flight altitudes) by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards. The Agency may enter into an agreement with surrounding property owners or pursue available legal remedies to remove potential hazards to air navigation.

5. Airport Compatible Land Use.

- a. The Agency assures that appropriate airport zoning ordinances are in place consistent with Section 333.03, F.S., or if not in place, that it will take appropriate action necessary to ensure local government adoption of an airport zoning ordinance or execution of an interlocal agreement with another local government body having an airport zoning ordinance, consistent with the provisions of Section 333.03, F.S.
- b. The Agency assures that it will disapprove or oppose any attempted alteration or creation of objects, natural or man-made, dangerous to navigable airspace or that would adversely affect the current or future levels of airport operations.
- c. The Agency assures that it will disapprove or oppose any attempted change in local land use development regulations that would adversely affect the current or future levels of airport operations by creation or expansion of airport incompatible land use areas.

6. Consistency with Local Government Plans.

- a. The Agency assures the Project is consistent with the currently existing and planned future land use development plans approved by the local government having jurisdictional responsibility for the area surrounding the airport.
- b. The Agency assures that it has given fair consideration to the interest of local communities and has had reasonable consultation with those parties affected by the Project.
- c. The Agency shall consider and take appropriate actions, if deemed warranted by the Agency, to adopt the current, approved Airport Master Plan into the local government comprehensive plan.

7. Consistency with Airport Master Plan and Airport Layout Plan.

- a. The Agency assures that the project, covered by the terms and assurances of this Agreement, is consistent with the most current Airport Master Plan.
- b. The Agency assures that the Project, covered by the terms and assurances of this Agreement, is consistent with the most current, approved Airport Layout Plan (ALP), which shows:
 - 1) The boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the Agency for airport purposes and proposed additions thereto;
 - 2) The location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars, and roads), including all proposed extensions and reductions of existing airport facilities; and
 - 3) The location of all existing and proposed non-aviation areas on airport property and of all existing improvements thereon.

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- c. The Agency assures that it will not make or permit any changes or alterations on the airport or any of its facilities that are not consistent with the Airport Master Plan and the Airport Layout Plan, as approved by the Department.
- d. Original Airport Master Plans and Airport Layout Plans and each amendment, revision, or modification thereof, will be subject to the approval of the Department.

8. Airport Financial Plan.

- a. The Agency assures that it will develop and maintain a cost-feasible Airport financial plan to accomplish the projects necessary to achieve the proposed airport improvements identified in the Airport Master Plan and depicted in the Airport Layout Plan, and any updates thereto. The Agency's Airport financial plan must comply with the following conditions:
 - 1) The Airport financial plan will be a part of the Airport Master Plan.
 - 2) The Airport financial plan will realistically assess project phasing considering availability of state and local funding and likelihood of federal funding under the FAA's priority system.
 - 3) The Airport financial plan will not include Department funding for projects that are inconsistent with the local government comprehensive plan.
- b. All Project cost estimates contained in the Airport financial plan shall be entered into and kept current in the Florida Aviation Database (FAD) Joint Automated Capital Improvement Program (JACIP) website.

- 9. Airport Revenue.** The Agency assures that all revenue generated by the airport will be expended for capital improvement or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the air transportation of passengers or property, or for environmental or noise mitigation purposes on or off the airport.

10. Fee and Rental Structure.

- a. The Agency assures that it will maintain a fee and rental structure for facilities and services at the airport that it will make the airport as self-sustaining as possible under the circumstances existing at the particular airport.
- b. If this Agreement results in a facility that will be leased or otherwise produce revenue, the Agency assures that the price charged for that facility will be based on the market value.

11. Public-Private Partnership for Aeronautical Uses.

- a. If the airport owner or operator and a person or entity that owns an aircraft or an airport tenant or potential tenant agree that an aircraft hangar or tenant-specific facility, respectively, is to be constructed on airport property for aircraft storage or tenant use at the expense of the aircraft owner or tenant, the airport owner or operator may grant to the aircraft owner or tenant of the facility a lease that is subject to such terms and conditions on the facility as the airport owner or operator may impose, subject to approval by the Department.
- b. The price charged for said lease will be based on market value, unless otherwise approved by the Department.

12. Economic Nondiscrimination.

- a. The Agency assures that it will make the airport available as an airport for public use on reasonable terms without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public.
 - 1) The Agency may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

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- 2) The Agency may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

- b. The Agency assures that each airport Fixed-Based Operator (FBO) shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other FBOs making the same or similar uses of such airport and utilizing the same or similar facilities.

13. Air and Water Quality Standards. The Agency assures that all projects involving airport location, major runway extension, or runway location will be located, designed, constructed, and operated so as to comply with applicable air and water quality standards.

14. Operations and Maintenance.

- a. The Agency assures that the airport and all facilities, which are necessary to serve the aeronautical users of the airport, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable federal and state agencies for maintenance and operation, as well as minimum standards established by the Department for State of Florida licensing as a public-use airport.
 - 1) The Agency assures that it will not cause or permit any activity or action thereon which would interfere with its use for airport purposes.
 - 2) Except in emergency situations, any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Department.
 - 3) The Agency assures that it will have arrangements for promptly notifying airmen of any condition affecting aeronautical use of the airport.
- b. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when adverse weather conditions interfere with safe airport operations.

15. Federal Funding Eligibility.

- a. The Agency assures it will take appropriate actions to maintain federal funding eligibility for the airport and it will avoid any action that renders the airport ineligible for federal funding.
- b. If the Agency becomes ineligible for federal funding of airport projects, such determination will render the Agency ineligible for state funding of airport projects.

16. Project Implementation.

- a. The Agency assures that it will begin making expenditures or incurring obligations pertaining to this Project within one year after the effective date of this Agreement.
- b. The Agency may request a one-year extension of this one-year time period, subject to approval by the Department District Secretary or designee.
- c. Failure of the Agency to make expenditures, incur obligations or receive an approved extension may allow the Department to terminate this Agreement.

17. Exclusive Rights. The Agency assures that it will not permit any exclusive right for use of the airport by any person providing, or intending to provide, aeronautical services to the public.

18. Airfield Access.

- a. The Agency assures that it will not grant or allow general easement or public access that opens onto or crosses the airport runways, taxiways, flight line, passenger facilities, or any area used for emergency

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equipment, fuel, supplies, passengers, mail and freight, radar, communications, utilities, and landing systems, including but not limited to flight operations, ground services, emergency services, terminal facilities, maintenance, repair, or storage, except for those normal airport providers responsible for standard airport daily services or during special events at the airport open to the public with limited and controlled access.

- b. The Agency assures that it will not grant or allow general easement or public access to any portion of the airfield from adjacent real property which is not owned, operated, or otherwise controlled by the Agency without prior Department approval.

19. Retention of Rights and Interests. The Agency will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the real property shown as airport owned or controlled on the current airport layout plan without prior written approval by the Department. It will not sell, lease, encumber, terminate, waive, or otherwise transfer or dispose of any part of its title, rights, or other interest in existing noise easements or aviation easements on any property, airport or non-airport, without prior written approval by the Department. These assurances shall not limit the Agency's right to lease airport property for airport-compatible purposes.

20. Consultant, Contractor, Scope, and Costs.

- a. The Department has the right to disapprove the Agency's employment of consultants, contractors, and subcontractors for all or any part of this Project if the specific consultants, contractors, or subcontractors have a record of poor project performance with the Department.
- b. Further, the Department maintains the right to disapprove the proposed Project scope and cost of professional services.

21. Planning Projects. For all planning projects or other aviation studies, the Agency assures that it will:

- a. Execute the project per the approved project narrative or with approved modifications.
- b. Furnish the Department with such periodic project and work activity reports as indicated in the approved scope of services.
- c. Make such project materials available for public review, unless exempt from public disclosure.
 - 1) Information related to airport security is considered restricted information and is exempt from public dissemination per Sections 119.071(3) and 331.22 F.S.
 - 2) No materials prepared under this Agreement shall be subject to copyright in the United States or any other country.
- d. Grant the Department unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this Agreement.
- e. If the Project involves developing an Airport Master Plan or an Airport Layout Plan, and any updates thereto, it will be consistent with provisions of the Florida Aviation System Plan, will identify reasonable future growth of the airport and the Agency will comply with the Department airport master planning guidebook, including:
 - 1) Provide copies, in electronic and editable format, of final Project materials to the Department, including computer-aided drafting (CAD) files of the Airport Layout Plan.
 - 2) Develop a cost-feasible financial plan, approved by the Department, to accomplish the projects described in the Airport Master Plan or depicted in the Airport Layout Plan, and any updates thereto. The cost-feasible financial plan shall realistically assess Project phasing considering availability of state and local funding and federal funding under the FAA's priority system.
 - 3) Enter all projects contained in the cost-feasible plan in the Joint Automated Capital Improvement Program (JACIP).

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- f. The Agency understands and agrees that Department approval of this Agreement or any planning material developed as part of this Agreement does not constitute or imply any assurance or commitment on the part of the Department to approve any pending or future application for state aviation funding.
- g. The Agency will submit master planning draft and final deliverables for Department and, if required, FAA approval prior to submitting any invoices to the Department for payment.

22. Land Acquisition Projects. For the purchase of real property, the Agency assures that it will:

- a. **Laws.** Acquire the land in accordance with federal and/or state laws governing such action.
- b. **Administration.** Maintain direct control of Project administration, including:
 - 1) Maintain responsibility for all related contract letting and administrative procedures related to the purchase of real property.
 - 2) Secure written Department approval to execute each agreement for the purchase of real property with any third party.
 - 3) Ensure a qualified, State-certified general appraiser provides all necessary services and documentation.
 - 4) Furnish the Department with a projected schedule of events and a cash flow projection within 20 calendar days after completion of the review appraisal.
 - 5) Establish a Project account for the purchase of the land.
 - 6) Collect and disburse federal, state, and local project funds.
- c. **Reimbursable Funds.** If funding conveyed by this Agreement is reimbursable for land purchase in accordance with Chapter 332, F.S., the Agency shall comply with the following requirements:
 - 1) The Agency shall apply for a FAA Airport Improvement Program grant for the land purchase within 60 days of executing this Agreement.
 - 2) If federal funds are received for the land purchase, the Agency shall notify the Department, in writing, within 14 calendar days of receiving the federal funds and is responsible for reimbursing the Department within 30 calendar days to achieve normal project federal, state, and local funding shares per Chapter 332, F.S.
 - 3) If federal funds are not received for the land purchase, the Agency shall reimburse the Department within 30 calendar days after the reimbursable funds are due in order to achieve normal project state and local funding shares as described in Chapter 332, F.S.
 - 4) If federal funds are not received for the land purchase and the state share of the purchase is less than or equal to normal state and local funding shares per Chapter 332, F.S., when reimbursable funds are due, no reimbursement to the Department shall be required.
- d. **New Airport.** If this Project involves the purchase of real property for the development of a new airport, the Agency assures that it will:
 - 1) Apply for federal and state funding to construct a paved runway, associated aircraft parking apron, and connecting taxiway within one year of the date of land purchase.
 - 2) Complete an Airport Master Plan within two years of land purchase.
 - 3) Complete airport construction for basic operation within 10 years of land purchase.
- e. **Use of Land.** The Agency assures that it shall use the land for aviation purposes in accordance with the terms and assurances of this Agreement within 10 years of acquisition.
- f. **Disposal of Land.** For the disposal of real property the Agency assures that it will comply with the following:
 - 1) For land purchased for airport development or noise compatibility purposes, the Agency shall, when the land is no longer needed for such purposes, dispose of such land at fair market value and/or make available to the Department an amount equal to the state's proportionate share of its market value.

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- 2) Land will be considered to be needed for airport purposes under this assurance if:
 - a) It serves aeronautical purposes such as a runway protection zone or as a noise buffer.
 - b) Revenue from uses of such land contributes to airport financial self-sufficiency.
- 3) Disposition of land under Sections D.22.f.1. or D.22.f.2. of this Exhibit, above, shall be subject to retention or reservation of any interest or right therein needed to ensure such land will only be used for purposes compatible with noise levels related to airport operations.
- 4) Revenues from the sale of such land must be accounted for as outlined in Section D.1. of this Exhibit, and expended as outlined in Section D.9. of this Exhibit.

23. Construction Projects. The Agency assures that it will:

a. Project Certifications. Certify Project compliances, including:

- 1) Consultant and contractor selection comply with all applicable federal, state and local laws, rules, regulations, and policies.
- 2) All design plans and specifications comply with federal, state, and professional standards and applicable FAA advisory circulars, as well as the minimum standards established by the Department for State of Florida licensing as a public-use airport.
- 3) Completed construction complies with all applicable local building codes.
- 4) Completed construction complies with the Project plans and specifications with certification of that fact by the Project Engineer.

b. Design Development. For the plans, specifications, construction contract documents, and any and all other engineering, construction, and contractual documents produced by the Engineer, which are hereinafter collectively referred to as "plans", the Engineer will certify that:

- 1) The plans shall be developed in accordance with sound engineering and design principles, and with generally accepted professional standards.
- 2) The plans shall be consistent with the intent of the Project as defined in Exhibit A and Exhibit B of this Agreement.
- 3) The Project Engineer shall perform a review of the certification requirements listed in Section B.2. of this Exhibit, Construction Certification, and make a determination as to their applicability to this Project.
- 4) Development of the plans shall comply with all applicable laws, ordinances, zoning and permitting requirements, public notice requirements, and other similar regulations.

c. Inspection and Approval. The Agency assures that:

- 1) The Agency will provide and maintain competent technical supervision at the construction site throughout the Project to assure that the work conforms to the plans, specifications, and schedules approved by the Department, as applicable, for the Project.
- 2) The Agency assures that it will allow the Department to inspect the work and that it will provide any cost and progress reporting, as may be required by the Department.
- 3) The Agency assures that it will take the appropriate corrective action necessary, as required by the Department, for work which does not conform to the Department standards.

d. Pavement Preventive Maintenance. The Agency assures that for a project involving replacement or reconstruction of runway or taxiway pavement it has implemented an airport pavement maintenance management program and that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with state financial assistance at the airport.

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24. Noise Mitigation Projects. The Agency assures that it will:

- a. Government Agreements.** For all noise compatibility projects that are carried out by another unit of local government or are on property owned by a unit of local government other than the Agency, the Agency shall enter into an agreement with that government body.
 - 1) The local agreement, satisfactory to the Department, shall obligate the unit of local government to the same terms and assurances that apply to the Agency.
 - 2) The Agency assures that it will take steps to enforce the local agreement if there is substantial non-compliance with the terms of the local agreement.
- b. Private Agreements.** For noise compatibility projects on privately owned property:
 - 1) The Agency shall enter into an agreement with the owner of that property to exclude future actions against the airport.
 - 2) The Agency assures that it will take steps to enforce such agreement if there is substantial non-compliance with the terms of the agreement.

- End of Exhibit E -

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EXHIBIT F

**Contract Payment Requirements
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts**

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

(1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

(2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

(3) Travel: 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 or electronic means.

(4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.

(5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

(6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and/or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address <https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.

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EXHIBIT G

AUDIT REQUIREMENTS FOR AWARDS OF STATE FINANCIAL ASSISTANCE

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

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:~

Awarding Agency: Florida Department of Transportation

State Project Title: Aviation Grant Program

CSFA Number: 55.004

***Award Amount:** \$120,000

*The award amount may change with amendments

Specific project information for CSFA Number 55.004 is provided at: <https://apps.fldfs.com/fsaa/searchCatalog.aspx>

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for CSFA Number 55.004 are provided at:
<https://apps.fldfs.com/fsaa/searchCompliance.aspx>

The State Projects Compliance Supplement is provided at: <https://apps.fldfs.com/fsaa/compliance.aspx>

CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Resolution 2024-246
Award of RFQ - Halff Associates, Inc.

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Consider Resolution 2024-246.

SYNOPSIS: In accordance with the City Purchasing Policies and Procedures, the City solicited a Request for Qualifications (RFQ 24-03) for the Fernandina Beach Adaptation Plan which received one response from Halff Associates, Inc., in the amount of \$95,500.00.

Florida Statute 308.093 requires coastal municipalities to conduct a coordinated approach to address impacts and to improve the state's resilience to flooding and sea level rise. Halff Associates, Inc. completed the City's comprehensive Vulnerability Assessment in 2023-2024. The City has received a grant from the Florida Department of Environmental Protection to complete the City's Adaptation Plan in an amount not to exceed \$95,500.00.

FISCAL IMPACT: Funds are available in the Planning and Conservation Professional Services account, 001500 53100.

CITY ATTORNEY COMMENTS:

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2024-246.

Kelly Gibson, Planning and Conservation Deputy Director	11/15/2024
Kim Briley, Deputy City Clerk	12/2/2024
Alisha Brown, Budget Analyst	12/9/2024
Jeremiah Glisson, Interim City Manager	12/9/2024
Sarah Campbell, City Manager	12/9/2024
Tammi E. Bach, City Attorney	12/9/2024
Katie Newton, Paralegal	12/10/2024

Date: November 15, 2024

Submitted By: Kelly Gibson, Planning and Conservation Deputy Director

COMMISSION ACTION: Adopt

RESOLUTION 2024-246

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, AWARDING RFQ 24-03 TO HALFF ASSOCIATES, INC. TO COMPLETE AN ADAPTATION PLAN; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Florida Statute 308.093 requires coastal municipalities to conduct a coordinated approach to address impacts and to improve the state's resilience to flooding and sea level rise; and

WHEREAS, in accordance with the City Purchasing Policies and Procedures, the City solicited a Request for Qualifications (RFQ 24-03) for the Fernandina Beach Adaptation Plan; and

WHEREAS, in response to RFQ 24-03, the City received one response from Halff Associates, Inc., in the amount of \$95,500.00; and

WHEREAS, Halff Associates, Inc. completed the City's comprehensive Vulnerability Assessment in 2023-2024; and

WHEREAS, an Adaptation Plan is an approved project for the FY 2024-2025 budget with funding available in the Planning and Conservation Professional Services account, 0011500 53100 Project #25050; and

WHEREAS, the City has received a grant from the Florida Department of Environmental Protection to complete the City's Adaptation Plan in an amount not to exceed \$95,500.00.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, THAT:

SECTION 1. The City Commission hereby awards RFQ 24-03 to Halff Associates Inc., to complete the Fernandina Beach Adaptation Plan, attached hereto as Exhibit A, in an amount not to exceed \$95,500.00,

SECTION 2. The City Clerk and City Manager are hereby authorized to execute any documents pertaining to the award of RFQ 24-03, upon review and approval of the City Attorney.

SECTION 3. This Resolution is effective immediately upon passage.

ADOPTED this 17th day of December, 2024.

CITY OF FERNANDINA BEACH

JAMES ANTUN
Commissioner - Mayor

ATTEST:

APPROVED AS TO FORM AND LEGALITY:

CAROLINE BEST
City Clerk

TAMMI E. BACH
City Attorney

AGREEMENT TO FURNISH SERVICES TO THE CITY OF FERNANDINA BEACH

This AGREEMENT made on the 17th day of December, 2024, between the **City of Fernandina Beach**, a municipal corporation whose address at 204 Ash Street, Fernandina Beach, Florida, 32034 ("CITY") and the consultant, **Halff Associates, Inc.**, whose address 9995 Gate Parkway N, Suite 200, Jacksonville, FL 32246 ("CONSULTANT").

ARTICLE 1 - SCOPE OF SERVICES

The parties hereto agree that under this Agreement, the CONSULTANT will provide professional services of a specified nature as described in Exhibit "A" – CONSULTANT'S Response to RFQ 24-03, City of Fernandina Beach Adaptation Plan, and in Exhibit "B" - State of Florida Department of Environmental Protection Grant Work Plan Agreement No. 24PLN37, attached hereto and incorporated as if fully set forth herein, when and if the City of Fernandina Beach requests the CONSULTANT to provide such services.

ARTICLE 2 - TERM OF AGREEMENT

This Agreement shall commence on the ____ Day of _____, 2024, and terminate on August 1, 2025.

A. Fees

1. Lump Sum Method - As consideration for providing the services enumerated in Article I, the City of Fernandina Beach shall pay the CONSULTANT fees as defined in the purchase or task order. The CONSULTANT's fees shall be paid in a Lump Sum Amount, which includes all of the CONSULTANT's Direct Salary, Overhead Costs, Direct Expenses, Sub-contractors, and Profit.

2. Standard Hourly Rate Method - Wherein the City of Fernandina Beach will pay the CONSULTANT the agreed upon hourly rates contained in Exhibit "B" for time actually engaged on certain work for additional services as defined in the purchase or task order and covered by this Agreement.

B. Reimbursable Expenses

The CONSULTANT's out-of-pocket expenses including, but not limited to, travel and living expenses of the CONSULTANT's employees when they are away from their home office in accordance with the CITY's policies when engaged on work under this agreement, long-distance telephone, and postage charges will be included in the Lump Sum Price.

C. Direct Project Expenses

Charges for printing, reproduction, and use of computer-aided design equipment and field equipment performed by the CONSULTANT, and the use of the CONSULTANT's and employee's automobiles will be included in the Lump Sum Price.

D. Status Report

The CONSULTANT shall complete and submit a technical summary and budgetary status report with each invoice (format to be provided by City). In no case shall the CONSULTANT bill the City of Fernandina Beach for more than one hundred (100) percent of the previously agreed upon purchase order or task order fee, unless authorized by the City of Fernandina Beach in writing.

E. Standard Hourly-Rate--Definition

The CONSULTANT's standard hourly rates shall be provided to the City of Fernandina Beach if required for future purchase or task orders.

ARTICLE 3 - TERMS OF PAYMENT

A. Monthly Invoices

The CONSULTANT shall submit invoices once each month to the City of Fernandina Beach for the services performed and the expenses and other charges accounted for under this Agreement during the preceding month. Separate invoices shall be submitted for each task order or purchase order. Payment as prescribed in Article 2 for services rendered by the CONSULTANT during the previous billing period shall be processed in accordance with the Florida Prompt Payment Act, Section 218.70, Florida Statutes.

B. Payment of Expenses

Payments on account of expenses shall be made upon completion of the project and acceptance of deliverables by the City. Documentation supporting the reimbursable expenses must be attached to the statement of expenses incurred. The documentation may include, but is not limited to, copies of invoices and log sheets. The City Manager or their designee shall make a final determination as to whether documentation is sufficient to process invoices for payment.

C. Sales Tax

The CONSULTANT shall pay all applicable sales taxes; or the City of Fernandina Beach shall provide the CONSULTANT the tax exemption information, where appropriate.

ARTICLE 4 - TERMS OF PERFORMANCE

It is further mutually agreed by the parties hereto that:

A. Starting Work

The CONSULTANT will not begin work on any of the services listed in Article 1 until authorized in writing to proceed.

B. Information Provided by Owner

The City of Fernandina Beach shall make available to the CONSULTANT all technical data in the City of Fernandina Beach's possession, including previous studies, analytical data, maps, surveys, and other information required by the CONSULTANT. The City shall not be liable for the accuracy of information supplied to the CONSULTANT; the CONSULTANT shall verify the accuracy of supplied information.

C. Suspension of Work

If any services covered by this agreement to be carried out by the CONSULTANT shall be suspended, abated, or abandoned at the direction of the City of Fernandina Beach for reasons unrelated to the quality of work provided by the CONSULTANT, the City of Fernandina Beach shall pay the CONSULTANT for services actually rendered for such suspended, abated, or abandoned work, and any reasonable additional documented costs incurred in an orderly closing of its activities, with the payment to be based on the fees as established in this agreement.

D. Services in Connection with Claims and Litigation

The scope and extent of services to be provided under a purchase order or task order does not include personnel time of the CONSULTANT or time of personnel working under sub-agreements and related expenses required or requested to support, document, bring, defend, or assist in litigation and/or claims, undertaken by or defended by the City of Fernandina Beach. All such services required or requested of the CONSULTANT shall be considered additional services entitling the CONSULTANT to additional compensation under this agreement. The amount of such additional compensation shall be set forth in a separate task order as reviewed and approved by the City.

The CONSULTANT shall be entitled to such additional compensation until and unless there is a finding by a court of competent jurisdiction that the CONSULTANT is liable for damages to the City of Fernandina Beach for the acts giving rise to and requiring the requested services and expenses.

E. Ownership of Documents

The drawings, specifications, calculations, supporting documents, or other work products which are listed as deliverables in a purchase order or task order shall become the property of the City of Fernandina Beach upon delivery. The CONSULTANT may keep copies or samples thereof and shall have the right to use such drawings, specifications, calculations, supporting documents, or other documents. The City of Fernandina Beach Accepts sole responsibility for the reuse of any such documents in a manner other than as initially intended, or for any use of incomplete documents unless prior written approval is obtained from the CONSULTANT. Any such deliverables should be used solely for the stated purpose.

F. Account Records

The CONSULTANT's accounting records, insofar as they pertain to invoicing the City of Fernandina Beach or to disbursements made from the CONSULTANT's account for work under this agreement, shall be open to City of Fernandina Beach's inspection and audit at the CONSULTANT's office upon reasonable prior notice and during normal business hours. Backup documentation for out-of-pocket expenses exceeding Twenty-Five and 00/100 Dollars (\$25.00) each shall be available at the CONSULTANT's office. These records will be retained by the CONSULTANT three (3) years after the calendar year in which the services to which they pertain were rendered or the disbursements were made.

G. Force Majeure

Neither party hereto shall be liable for its failure to perform hereunder due to any circumstances beyond its reasonable control, such as acts of God, wars, riots, national emergencies, sabotage, strikes, labor disputes, accidents, and governmental laws, ordinances, rules, or regulations. The CONSULTANT or City of Fernandina Beach may suspend its performance on any assignment as a result of a force majeure without being in default of this agreement, but upon the removal of such force majeure, the CONSULTANT or City of Fernandina Beach shall resume its performance as soon as is reasonably possible.

H. Approval of Changes

The City of Fernandina Beach must approve any changes in the scope, specifications, or other conditions under which the services specified or referred to herein are to be performed which result in additional costs or expenses to the City of Fernandina Beach or which would change the underlying purpose of the purchase or task order. Changes include, but are not limited to: issuing additional instructions, requesting additional work, direct omission of work previously ordered, or changes in time of performance.

I. Authorized Representative

Before starting work, the CONSULTANT shall designate an authorized representative acceptable to the City of Fernandina Beach to represent and act for the CONSULTANT and shall inform the City of Fernandina Beach in writing of the name and address of such representative together with a clear definition of the scope of their authority. The CONSULTANT shall keep the City of Fernandina Beach informed of any subsequent changes in the foregoing. All notices, determinations, instructions, and other communications given to the authorized representative by the City of Fernandina Beach shall be binding upon the CONSULTANT and City of Fernandina Beach. The authorized representative of the City of Fernandina Beach shall be the City Manager or their designee.

J. Termination

The City of Fernandina Beach or the CONSULTANT may terminate, suspend, or delay this agreement for any reason by giving at least thirty (30) days written notice to the other party of their intent to terminate, suspend, or delay. In the event the agreement is terminated, suspended or delayed by the City of Fernandina Beach for reasons unrelated to the quality of work provided by the CONSULTANT, the City of Fernandina Beach shall

forthwith pay the CONSULTANT in full for all work previously authorized and actually performed prior to the Notice of Termination, Suspension or Delay. This payment shall be the sole financial obligation or responsibility of the City of Fernandina Beach for compensation hereunder in the event of termination, suspension or delay in accordance with the provisions of this paragraph. This agreement shall continue in effect until a Notice of Termination, Suspension or Delay is given by either party as set forth above. Upon termination, suspension or delay, at the City of Fernandina Beach's request, the CONSULTANT shall turn over to the City of Fernandina Beach all work products and deliverables completed or partially completed up to the date of termination, suspension or delay, including but not limited to, subcontractor work products, surveys, drawings, model results, and specifications. The City of Fernandina Beach shall have full rights to use all such work products and deliverables for any project, and in any manner, in the sole discretion of the City. The City of Fernandina Beach accepts sole responsibility for the use of the above-referenced work products and deliverables unless prior written approval is obtained from the CONSULTANT. However, in no event shall CONSULTANT's internal work products, work papers, proprietary information, software, internal spreadsheets, etc. be turned over.

ARTICLE 5 - INSURANCE AND INDEMNIFICATION

A. Indemnification

The parties recognize that the CONSULTANT is an independent contractor. The CONSULTANT agrees to assume liability for and indemnify, hold harmless, and defend the City, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT, its agents, officers, contractors, subcontractors, employees, or anyone else employed or utilized by the CONSULTANT in the performance of this Agreement. The CONSULTANT's liability hereunder shall include all attorney's fees and costs incurred by the City in the enforcement of this indemnification provision. This includes claims made by the employees of the CONSULTANT against the City and the CONSULTANT hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall survive termination of this Agreement and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement.

Subject to the limitations set forth in this Section, the CONSULTANT shall assume control of the defense of any claim asserted by a third party against the City and, in connection with such defense, shall appoint lead counsel, in each case at the CONSULTANT's expense. The City shall have the right, at its option, to participate in the defense of any third-party claim, without relieving CONSULTANT of any of its obligations hereunder. If the CONSULTANT assumes control of the defense of any third-party claim in accordance with this paragraph, the CONSULTANT shall obtain the prior written consent of the City before entering into any settlement of such claim. Notwithstanding anything to the contrary in this Section, the CONSULTANT shall not assume or maintain control of the defense of any third party claim, but shall pay the fees of counsel retained by the City and all expenses, including experts' fees, if (i) an adverse determination with respect to the third party claim would, in the good faith judgment of the City, be detrimental in any material respect to the City's reputation; (ii) the third party claim seeks an injunction or equitable relief against the City; or (iii) the CONSULTANT has failed or is failing to prosecute or defend vigorously the third party claim. Each party shall cooperate, and cause its agents to cooperate, in the defense or prosecution of any third-party claim and shall furnish or cause to be furnished such records and information, and attend such conferences, discovery proceedings, hearings, trials, or appeals, as may be reasonably requested in connection therewith.

It is the specific intent of the parties hereto that the foregoing indemnification complies with Section 725.08, Florida Statutes, as amended. CONSULTANT expressly agrees that it will not claim, and waives any claim, that this indemnification violates Section 725.08, Florida Statutes, as amended. Nothing contained in the foregoing indemnification shall be construed as a waiver of any immunity or limitation of liability the City may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

B. CONSULTANT's Status as an Independent Contractor

The status of the CONSULTANT under this agreement is that of an independent contractor. Nothing in this agreement shall create or be construed as creating a partnership between the City of Fernandina Beach and the

CONSULTANT, nor shall the CONSULTANT be an agent of the City of Fernandina Beach.

C. CONSULTANT's Insurance

The CONSULTANT shall not commence any work in connection with this agreement until he has obtained all of the following types of insurance, and such insurance has been approved by the City of Fernandina Beach, and has named the City of Fernandina Beach as an additional insured by separate written endorsement, except for Worker's Compensation Coverage.

Such insurer shall have a currently valid Certificate of Authority issued by the State of Florida, Department of Insurance authorizing it to write insurance policies in the State of Florida and be doing business in the State of Florida. Insurers shall have at least a Policy Holders Rating of A-, and Financial Rating of Class IV as identified in the latest issue of "Bests Key Rating Guide" unless otherwise accepted by the City of Fernandina Beach in writing.

The CONSULTANT's insurance, and the insurance of any other party bound to the CONSULTANT shall be considered primary. The City of Fernandina Beach's insurance, if any, shall be considered excess, as may be applicable to claims which arise out of indemnifications, insurance, certificates of insurance and any additional insurance provisions of this agreement.

D. Loss Deductible

The City of Fernandina Beach shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of deductibles shall be the sole responsibility of the CONSULTANT.

E. Certificate of Insurance

The City of Fernandina Beach shall be furnished proof of insurance coverage as follows:

- The name of the insured, the name of the insurer, the number of the policy, its effective date, and its termination date;
- Statement that the insurer will mail notice to the City of Fernandina Beach and a copy to the CONSULTANT at least thirty (30) days prior to any material changes in provisions, cancellation, renewal, or non-renewal of the policy;
- Certificate of Insurance shall be in the form as approved by the City of Fernandina Beach and such Certificate shall clearly state all the coverage required in this Article;
- If requested by the City of Fernandina Beach, the CONSULTANT shall furnish complete copies of all insurance policies, forms and endorsements; and
- Receipt of certificates or other documentation of insurance or policies or copies of policies by the City of Fernandina Beach or by any of its representatives which indicate less coverage than required by this agreement does not constitute a waiver of the CONSULTANT's obligations to fulfill the requirements of this Article.

F. Workers' Compensation Insurance

The CONSULTANT shall have in full force, during the life of this agreement, Workers' Compensation and Employer's Liability Insurance for all its employees connected with work under this agreement. The CONSULTANT may provide a workers' compensation waiver in lieu of workers' compensation insurance where such waiver is properly approved by the Florida Department of Labor and Employment Security and accepted by the City of Fernandina Beach in writing. Such insurance or waiver shall comply with the Florida Workers' Compensation Law. In case any class of work conducted under this agreement is not protected under the Workers' Compensation statute, the CONSULTANT shall provide adequate insurance, satisfactory to the City of Fernandina Beach, for the protection of employees not otherwise protected.

G. Liability Insurance

The CONSULTANT shall have in full force, during the life of this agreement, Commercial General Liability and Commercial Automobile Liability Insurance that shall protect the City of Fernandina Beach from claims for

damage for bodily injury and personal injury, including accidental death, as well as claims for property damages which may arise from tasks associated with or carried out under this agreement, whether such operations are by itself or by anyone directly or indirectly employed by them, and the amount of such insurance shall be minimum limits as follows:

- Commercial General Liability:
 - Minimum Coverage is \$1,000,000 per occurrence
 - Coverage shall include premises, operations, products, completed operations, independent contractors, contractual liability covering this agreement, contracts and leases, broad form property damage coverage, personal injury and bodily injury.
 - If Umbrella or Excess liability coverage is used to satisfy the requirements of this Article, it shall not be more restrictive than the underlying insurance policy coverage.

H. Professional Liability Insurance

During the term of this Agreement, the CONSULTANT will carry Errors and Omission insurance which will cover liability for any damage or non-performance on account of any error, omission, or other provable negligence caused by the CONSULTANT. The amount of insurance shall not be less than \$1,000,000 per occurrence and aggregate. The City of Fernandina Beach may require a higher limit as mutually agreed with the CONSULTANT for specific task orders.

ARTICLE 6 - SUCCESSORS AND ASSIGNS

The City of Fernandina Beach and CONSULTANT each bind themselves and their partners, successors, executors, administrators, and assigns to the other party of this agreement and to the partners, successors, executors, administrators, and assignees of such other party in respect to all covenants of this agreement. Neither the City of Fernandina Beach nor the CONSULTANT shall assign, sublet, or transfer any interest in this agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any elected official, officer, employee or agent of the City of Fernandina Beach, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the City of Fernandina Beach and CONSULTANT.

ARTICLE 7 - REMEDIES

A. Claims, Counter-Claims, Disputes, Etc.

All claims, counter-claims, disputes, and other matters in questions between the CONSULTANT and the City of Fernandina Beach will be first reviewed by authorized representatives of both parties for a recommended solution. If no solution or resolution is forthcoming, such disputes will be decided by a court of competent jurisdiction convened in the State of Florida.

B. Governing Laws

This agreement shall be governed by the laws of the State of Florida.

C: Venue

This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of Florida. Each of the parties hereto (a) irrevocably submits itself to the exclusive jurisdiction of the Fourth Judicial Circuit Court, in and for Nassau County, Florida, and the jurisdiction of the United States District Court for the Middle District of Florida, Jacksonville Division, for the purposes of any suit, action or other proceeding arising out of, or relating to, this Agreement; (b) waives and agrees not to assert against any party hereto, by way of motion, as a defense or otherwise in any suit, action or other proceeding, (i) any claim that it is not personally subject to the jurisdiction of the above-named courts for any reason whatsoever, and (ii) to the extent permitted by applicable law, any claim that such suit, action or proceeding by any party hereto is brought in an inconvenient forum, or that the venue of such suit, action or proceeding is improper or that this Agreement or the subject matter hereof may not be enforced in or by such courts.

D. Attorneys' Fees and Costs

In the event of any action brought by either party against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, the losing party shall pay the prevailing party such reasonable amounts for fees, costs, and expenses, including attorney's fees, as may be set by the Court.

ARTICLE 8 - NONEXCLUSIVE AGREEMENT

This Agreement is not intended to be and shall not be construed as an exclusive contract, and the City of Fernandina Beach may employ additional or other professional consulting firms to perform work contemplated by this agreement without liability to the City of Fernandina Beach.

ARTICLE 9 – PUBLIC RECORDS

Pursuant to Section 119.0701, Florida Statutes, Contractor/Consultant shall: (a) keep and maintain all public records as that term is defined in Chapter 119, Florida Statutes ("Public Records"), that ordinarily and necessarily would be required by the City in order to perform the work contemplated by this Agreement; (b) provide the public with access to Public Records, on the same terms and conditions that the City would provide the records and at a cost that does not exceed the costs provided in Chapter 119, Florida Statutes, or as otherwise provided by law; (c) ensure that Public Records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; (d) meet all requirements for retaining Public Records and transfer, at no cost to the City, all public records in possession of Contractor/Consultant within thirty (30) days after termination of this Agreement, however terminated, and destroy any duplicate Public Records that are exempt or confidential and exempt from public records disclosure requirements and provide the City with a letter confirming that this has been done within thirty (30) days of the termination of this Agreement. All Public Records stored electronically must be provided to the City in a format that is compatible with the information technology of the City. If Contractor/Consultant does not comply with a public records request, the City may pursue any and all remedies available in law or equity, including but not limited to specific performance.

ARTICLE 10 – COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS

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. 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.

ARTICLE 11 - CLOSING

A. Validity, Severability and Reformation

The validity, interpretation, construction, and effect of this agreement shall be in accordance with and be governed by the laws of the State of Florida. Any provision or part of this agreement held to be void or unenforceable under any law shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the parties. The parties agree that this agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision which comes as close as possible to expressing the intention of the stricken provision.

B. Headings

The headings of the sections of this agreement and capitalizations are for the purpose of convenience only and shall not be deemed to expand or limit the provisions contained in such sections.

C. Entire Agreement

This agreement, including the exhibits hereto, constitutes the entire agreement between the parties hereto and

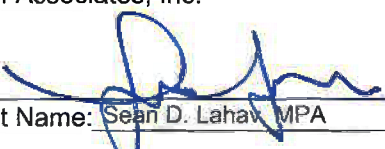
supersedes any prior negotiations, representations, agreements, and understandings, either written or oral.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the day and date first above written:

CITY OF FERNANDINA BEACH, FLORIDA,
a municipal corporation

Jeremiah Glisson, Interim City Manager

"CONSULTANT"
Halff Associates, Inc.

By: 
Print Name: Sean D. Lahav, MPA

Title: Resilience Market Leader

ATTEST:

WITNESS/ATTEST:

Name: Tyler Keppel

Sign: 

Caroline Best, City Clerk

APPROVED AS TO FORM AND LEGALITY:



Tammi E. Bach, City Attorney

Exhibit A: Scope of Services

PROJECT UNDERSTANDING:

The City of Fernandina Beach ("CLIENT") is seeking to develop an Adaptation Plan (AP) to address the impacts of current and future tidal flooding, storm surge, extreme rainfall, and sea level rise. The project is designed to be highly collaborative, with significant input from the community, stakeholders, and local leaders.

Halff Associates, Inc. ("CONSULTANT") has been selected to lead the development of this AP, leveraging its capabilities in climate resilience planning, community engagement, and GIS-based analysis. The CONSULTANT will work closely with the CLIENT throughout the process to develop a plan that meets local needs, follows state and national guidelines, and integrates with existing local planning frameworks, including the completed Vulnerability Assessment (VA) developed for the City of Fernandina Beach in 2024.

The CONSULTANT will guide the CLIENT through all phases of the project, including initial planning, strategy development and prioritization, public engagement, and the finalization and presentation of the final plan. The primary goal is to create a robust, actionable plan that enhances the City's resilience to flood-related impacts while aligning with long-term growth strategies and local priorities.

SCOPE OF SERVICES:

Task 1 – Kick Off Meeting

The CONSULTANT will develop an overall project management plan and address initial actions, followed by conducting a kick-off meeting for the project. Meeting attendees will discuss the project scope, project goals, schedule, key milestones, and deliverables to ensure a consistent project approach. The CLIENT will prepare the agenda, sign-in sheet, draft project schedule, presentation, and other necessary meeting materials.

Deliverables:

1. Meeting agenda to include location, date, and time of meeting.
2. Meeting sign-in sheets or attendance records with attendee names and affiliation.
3. A copy of the presentation(s) and any material created for distribution at the meeting, as applicable.
4. Kick-off meeting minutes documenting all decisions and agreed-upon outcomes of the meeting.
5. A summary report including attendee input and meeting outcomes.

Task Lump Sum Fee: \$5,000.00

Deliverables Due Date: 1/31/2025

Task 2 – Draft Adaptation Needs and Strategies

The CONSULTANT will develop adaptation needs and strategies for inclusion in the Adaptation Plan (AP). The AP will include a table listing the adaptation needs and corresponding recommended strategies, as well as a map illustrating the critical assets identified as adaptation needs. The AP will be consistent with the guidelines in the Florida Adaptation Planning Guidebook.

Deliverables:

1. A draft AP

Task Lump Sum Fee: \$30,000.00

Deliverables Due Date: 3/1/2025

Task 3 – Community Prioritization of Adaptation Needs

Public meetings will be held to develop a prioritization of adaptation needs for the community. The CONSULTANT will present a draft AP that includes an assessment of adaptive capacities, adaptation needs, and identification of adaptation strategies. The purpose of the meeting is to gather community input on the identified adaptation needs and strategies as outlined in the draft AP and to prioritize adaptation needs. The CLIENT will prepare all social media notifications, meeting invitations, meeting materials, presentations, and graphics utilized during the meeting, as applicable.

Deliverables:

1. Meeting agendas to include location, date, and time of meeting.
2. Meeting sign-in sheets with attendee names and affiliation (i.e., local stakeholder, resident, steering committee member, local government staff).
3. A copy of the presentation(s) and any materials created in preparation for or for distribution at the meeting (i.e., social media posts, public announcements, graphics), as applicable.
4. A copy of the file or weblink of the video or audio recording from the meeting, if applicable.
5. A summary report including attendee input and meeting outcomes.

Task Lump Sum Fee: \$5,000.00
Deliverables Due Date: 4/30/2025

Task 4 – Final Adaptation Plan

The CONSULTANT will complete an AP that is consistent with the Florida Adaptation Planning Guidebook. The AP will also include a list of prioritized projects for each asset class as defined in subsection 380.093(2) of the Florida Statutes, for consideration and implementation. The AP will include adaptation action areas and high-level conceptual designs and engineering budgets for the top-tier prioritized projects. GIS data for all locations will be provided. Additionally, the CONSULTANT will integrate the final AP into existing local planning products, including the Comprehensive Plan, Building Code, Local Mitigation Strategy, Capital Improvement Plan, and Stormwater Management Master Plan.

Deliverables:

1. A final AP, including any products or documentation, either within or as appendices or independent sections, resulting from all optional subtasks included in the Task Description.

Task Lump Sum Fee: \$50,000.00
Deliverables Due Date: 7/31/2025

Task 5 – Public Presentation

The CONSULTANT will present the final AP results to local governing boards, technical committees, or other appropriate officers and elected officials in a public presentation. The purpose of the presentation is to share the outcomes of the final AP, including the resulting prioritized project recommendations and future project funding. The CLIENT will prepare all social media notifications, meeting invitations, meeting materials, presentations, and graphics utilized during the meeting, as applicable.

Deliverables:

1. Meeting agendas to include location, date, and time of meeting.
2. Meeting sign-in sheets with attendee names and affiliation (i.e., local stakeholder, resident, steering committee member, local government staff).
3. A copy of the presentation(s) and any materials created in preparation for or for distribution at the meeting (i.e., social media posts, public announcements, graphics), as applicable.
4. A copy of the file or weblink of the video or audio recording from the meeting, if applicable.
5. A summary report including attendee input and meeting outcomes.



Task Lump Sum Fee: \$5,000.00
Deliverables Due Date: 7/31/2025

FEE SUMMARY:

The CONSULTANT's fees for the described services are outlined in the following table. Lump Sum fees will be invoiced monthly based on the status of each task (percent complete).

Task #	Task	Lump Sum Fee	Due Date
1	Kick Off Meeting	\$5,000.00	1/31/2025
2	Draft Adaptation Needs and Strategies	\$30,000.00	3/1/2025
3	Community Prioritization of Adaptation Needs	\$5,000.00	4/30/2025
4	Final Adaptation Plan	\$50,000.00	7/31/2025
5	Public Presentation	\$5,000.00	7/31/2025
TOTAL LUMP SUM FEE		\$95,000.00	

This Scope of Services constitutes the CONSULTANT's understanding of the required Professional Services and the relationship with CLIENT under this project, and may only be modified in writing, signed by both parties. Upon a Notice to Proceed, the CONSULTANT will coordinate with the CLIENT to schedule and facilitate a kickoff meeting and develop a final project schedule for project meetings, public meetings and workshops, and other associated project milestones.

The CONSULTANT can begin work immediately upon Notice to Proceed from the CLIENT.



October 22, 2024

CITY OF FERNANDINA BEACH

Adaptation Plan
RFQ #24-03

halff.com





October 22, 2024

City of Fernandina Beach
Attn: City Clerk's Office – RFQ#24-03
204 Ash Street
Fernandina Beach, FL 32034

NO. **87** | **ENR** TOP 500
RANKING

RE: RFQ #24-03 | City of Fernandina Beach Adaptation Plan

Dear Members of the Evaluation Committee:

Halff, a full-service infrastructure consulting firm based in Northeast Florida, is pleased to submit our proposal to develop an Adaptation Plan (AP). Halff has maintained a continuing professional services agreement with the City of Fernandina Beach since 2021 and was recently responsible for developing the City's Vulnerability Assessment. Building on the work developed to date, our objective for this project is to develop a road map to guide flood adaptation priorities moving into the next decade and beyond.

Halff is joined by Taylor Engineering who specializes in a range of water resources, coastal, waterfront planning and design, environmental planning, and grant writing services. They help clients adapt and achieve resilience against environmental and ecological changes, disasters, and other risks associated with climate change and sea level rise. Together as a team, we present services at the leading edge of flood adaptation planning nationwide. Our team is deeply embedded in regional resilience planning across Northeast Florida, and we are intimately familiar with both local and regional priorities made possible through municipalities, counties, and Resilient First Coast.

Our team has a proven track record of success in guiding municipalities through the steps to resilience planning, from identifying vulnerable areas and critical assets to prioritizing appropriate adaptation strategies which are feasible and cost-effective. Most importantly, Halff and Taylor Engineering have worked effectively together on a number of similar projects across the State of Florida. We have worked as a trusted advisor in support of communities of all sizes navigating the Resilient Florida Program with an emphasis on translating actionable insights and ideas into reality.

We understand the unique challenges faced by the City of Fernandina Beach, particularly in light of its coastal location and the increasing threats posed by tidal flooding, storm surge, and sea level rise. Our team is dedicated to fostering community engagement throughout the adaptation planning process, confirming that the voices of elected officials, government staff, residents, and stakeholders are integral to the development of the plan.

The Vulnerability Assessment (VA) we prepared for the City of Fernandina Beach provided valuable insights into local vulnerabilities applicable to both current and future tidal flooding, storm surge, and rainfall events. With more than \$100 million available annually by the Resilient Florida Program for implementation projects, now is a critical moment in time to identify project opportunities and develop grant funding proposals. Halff has successfully obtained more than \$100 million in grants for our clients over the past 10 years. In Florida, we have helped local governments secure more than \$52 million in loans and \$19.4 million in grants. Halff will confirm to the greatest extent feasible that the end result of the AP will be sufficient for the pursuit of future grants.

Halff is committed to delivering a high-quality product on time and within budget. We are excited about the opportunity to work with the City of Fernandina Beach and contribute to the resilience and sustainability of your community.

Sincerely,

Sean Lahav, MPA | Resilience Market Leader | slahav@halff.com



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1. Experience of the Team Members

Halff is recognized as one of the nation's top infrastructure consulting firms, distinguished by our comprehensive approach to planning, design, engineering, and implementation of innovative solutions. Halff's mission and technical services are dedicated to the establishment of resilient communities that can withstand, adapt, and prosper in face of both current and future social-ecological challenges.

Halff has been continuously recognized by *Engineering News Record* (ENR) as a top 100 design firm in the U.S., providing nationally recognized services in floodplain management, climate resilience planning, civil engineering, and landscape architecture. Halff helps communities adapt to changing conditions and manage risk by providing clients with the best available data and design solutions.

HALFF'S RESILIENCE MARKET

Halff's Resilience Market serves as a focal point for interdisciplinary collaboration and innovation within the firm. The market integrates expertise from all solution groups, including Infrastructure, Water, Mobility, and Placemaking, to address the growing complexities of changing conditions.

Halff's commitment to resilience extends throughout the entire life cycle of community investments and decision-making. From initial planning and design phases through implementation and ongoing monitoring, we are committed to developing solutions that are responsive, adaptive, and capable of enduring long-term impacts.

INTEGRATED APPROACH TO RESILIENCE SERVICES

Resilience and adaptation are intricately woven into every facet of Halff's services. Halff applies a holistic approach that spans from initial modeling and vulnerability assessments to the development of adaptation strategies and the design of resilient infrastructure. This comprehensive strategy verifies that solutions are not only effective but also adaptive and flexible in the face of evolving environmental and societal challenges.

Halff serves as a trusted advisor to public and private sector clients in integrating resilience into community infrastructure priorities. Our commitment is focused on developing whole-of-community frameworks which leverage robust public and stakeholder engagement methods to turn ideas into reality.

TRUSTED ADVISORS IN NAVIGATING UNCERTAINTY

Halff has a proven track record of supporting municipalities, counties, regional organizations, and state agencies across a broad geographic footprint covering both coastal and inland areas. Halff has played a pivotal role in helping communities of all sizes respond to climate-related shocks and stresses, offering tailored solutions that enhance resilience and promote sustainable development.



Fernandina Beach Vulnerability Assessment Public Workshop

We have played a leading role in developing statutory compliant flood vulnerability assessments and adaptation plans for more than 16 counties and 51 municipalities across the State of Florida. The Resilient Florida Program, established in 2021, has yielded the most significant investment in the state's history to assist communities in adapting to the threats of coastal and inland flooding. Halff has led resilience planning efforts across expansive areas of Florida, including the Northeast, East Central, Central, Tampa Bay, Apalachee, and Emerald Coast regions.

Halff has also held a pivotal leadership role in FEMA's mapping programs for decades, starting before the Map Modernization (MapMOD) Program and continuing since. During MapMOD, Halff conducted Hydrology & Hydraulics (H&H) studies and created Flood Insurance Rate Maps (FIRMs) for 54 counties in Texas, leveraging our local presence, community relationships, and extensive floodplain management expertise. Since 2014, Halff has partnered with Compass Production and Technical Services (PTS) to support FEMA's Risk MAP Program, enhancing its role as a Cooperating Technical Partner (CTP). This collaboration extends to 11 CTPs across Texas and Louisiana, where Halff provides crucial expertise in floodplain management and resilience planning.

EXPERIENCE WITH ADAPTATION PLANNING

Flood and climate adaptation planning have been a core focus of Halff's service portfolio for decades. Since the creation of the Resilient Florida Program in 2021, we have made substantial progress in advancing our capabilities to provide leading-edge adaptation solutions.

Halff has successfully developed adaptation plans funded by the Resilient Florida Program for the Cities of Port Richey and Panama City. The approaches adopted for each plan closely followed standards and best practices identified in Florida's Adaptation Planning Guidebook and Section 380.093, Florida Statutes. Similar to Fernandina Beach, these plans also leveraged lessons identified from completed vulnerability assessments to categorize and rank potential solutions based on the adaptation strategies of protection, accommodation, managed relocation, avoidance, and policy.

At the local level in Northeast Florida, we were part of the team that developed the City of Jacksonville's 50-Year Resilience Strategy. The strategy is now being utilized by local officials to guide millions of dollars in infrastructure and capital improvement projects. Additionally, the strategy is being utilized to inform long-range land use and comprehensive planning decisions.

We more recently supported the Amelia Island Plantation Community Association (AIPCA) in developing a localized flood review focused on communicating coastal vulnerabilities and identifying short-range strategies which could be explored to advance community resilience.

Halff is currently supporting the City of DeLand and Marion County in preparing adaptation plans funded by the Resilient Florida Program. Halff is also nearing the completion of developing Pasco County's resilience and sustainability action plan. We know what works when it comes to developing an adaptation plan because of our applied experience.

Introducing Taylor Engineering

Since 1987, Taylor Engineering, Inc., with headquarters in Jacksonville, Florida, has provided leading-edge solutions to challenges in the water environment. The company focuses on water-related engineering, planning, management, and environmental challenges. The company takes on projects — flood risk assessments, resilience, GIS database development and mapping, FDEP vulnerability assessments, flood control, flood insurance studies, and more — that cover the spectrum of water-related issues. Each service shares a common characteristic: it supports projects occurring in the water or at the water's edge.

KEY SERVICES INCLUDE:

- Community Resilience and Flood Risk Planning
- Flood Control and Floodplain Management
- Water Resources Management
- Mitigation Design
- Policy, Planning, and Programming
- Marine Structures
- Waterfront Recreation Facilities
- Dredging and Dredged Material Management
- Shore Protection and Erosion Control
- Coastal Hydraulics, Wave, and Beach Modeling
- Beach Nourishment
- Geographic Information Systems
- Living Shorelines & Nature-Based Solutions

Taylor Engineering can help clients define a more resilient community by protecting vulnerable infrastructure and providing quicker recovery from flood events. Whether the floods are created by heavy rains, riverine flooding, or stormwater flooding, our team will research the vulnerabilities and design one or multiple systems to protect one property or many.

Taylor Engineering has over 35 years of proven experience delivering engineering solutions in the water environment and has advocated for climate change resiliency for almost as long. Adapting to climate change includes incorporating sea level rise (as appropriate), increased nuisance flooding, and more frequent and longer duration rain and storm events into our projects.

TEAM EXPERIENCE WORKING TOGETHER

Halff and Taylor Engineering have a strong track record of working together on projects of similar nature across both Florida and the nation. Both Halff and Taylor Engineering are members of the Compass Production and Technical Services (PTS) Joint Venture (JV) where our water resources engineers provide floodplain modeling and mapping services to FEMA.

We recently collaborated together on a number of projects exclusively focused on climate resilience planning and adaptation. In 2023, we supported the Tampa Bay Regional Planning Council (TBRPC) in developing the Tampa Bay Regional Inundation Coordination (TBRIC) project which aimed to provide a common understanding of current and future flood risks across the seven-county region. Working alongside the University of Florida, we successfully developed a geoprocessing application capable of providing Resilient Florida compliant flood hazard datasets to municipalities and counties across the region.

Building on the work prepared for the TBRPC, our firms collaborated further in the development of the Resilient Pasco Project for Pasco County. Taylor Engineering first supported Halff with coastal wave analyses applicable to the development of living shoreline construction plans for three public parks on the Gulf of Mexico. We also worked together on developing a living shorelines plan and homeowner's guide to living shorelines. Following the living shorelines phase of the project, we worked together to prepare a risk and vulnerability assessment focused on evaluating vulnerabilities applicable to current and future tidal flooding, storm surge, sea level rise, rainfall, and compound flooding. We are currently working together to finalize a resilience and sustainability action plan focused on identifying implementable adaptation strategies.

Our team believes in the power of multidisciplinary collaboration and innovation. We know each other well, have established approaches to work programming in place, and are eager to support the City of Fernandina Beach in developing an actionable adaptation plan.

FOCUS ON GRANT FUNDING

Halff has obtained more than \$100 million in grants for our clients over the past decade. We have a robust understanding of the Resilient Florida Program and are eager to work in an expedited manner to support the City of Fernandina Beach in prioritizing capital improvement projects and submitting grant applications to FDEP. One of the guiding objectives of this entire project will be to position Fernandina Beach to pursue and capitalize on grants made available through FDEP and a variety of additional state and federal sources. Lisa King, Halff's Grant Funding Strategy Lead, has obtained a cumulative total of \$300 million in state and federal grants for local governments over her career.



Halff's Grant Writing Staff with Florida Governor, Ron DeSantis

PROJECT UNDERSTANDING

The City of Fernandina Beach, nestled on Amelia Island in Northeast Florida, has undertaken a vital initiative to assess its vulnerabilities to various climate-related risks, particularly flooding, storm surge, sea level rise, and compound flooding. This endeavor, supported by funding from the Resilient Florida Program, culminated in a Vulnerability Assessment (VA) completed between April and December 2023. Halff served as the engineering and planning consultant for this pivotal project, collaborating closely with City officials and community stakeholders to verify a thorough evaluation.

The VA employed a robust methodology that integrated technical expertise with local stakeholder insights. By examining the City's geographical features, topographical characteristics, and existing infrastructure, the assessment provided a clear picture of the potential threats facing Fernandina Beach. The findings revealed that the City's low-lying topography and proximity to water bodies — such as the Atlantic Ocean, Amelia River, St. Marys River, and Egans Creek — significantly elevate its vulnerability to tidal changes and flooding. With much of the City sitting at or near sea level, even modest increases in sea levels can lead to widespread inundation and the displacement of communities.

The VA identified several critical areas within Fernandina Beach that are at the highest risk of flooding, including waterfront properties, residential neighborhoods, historical districts, and essential public facilities. Notably, the assessment highlighted the implications of recent hurricane events, such as Hurricanes Matthew and

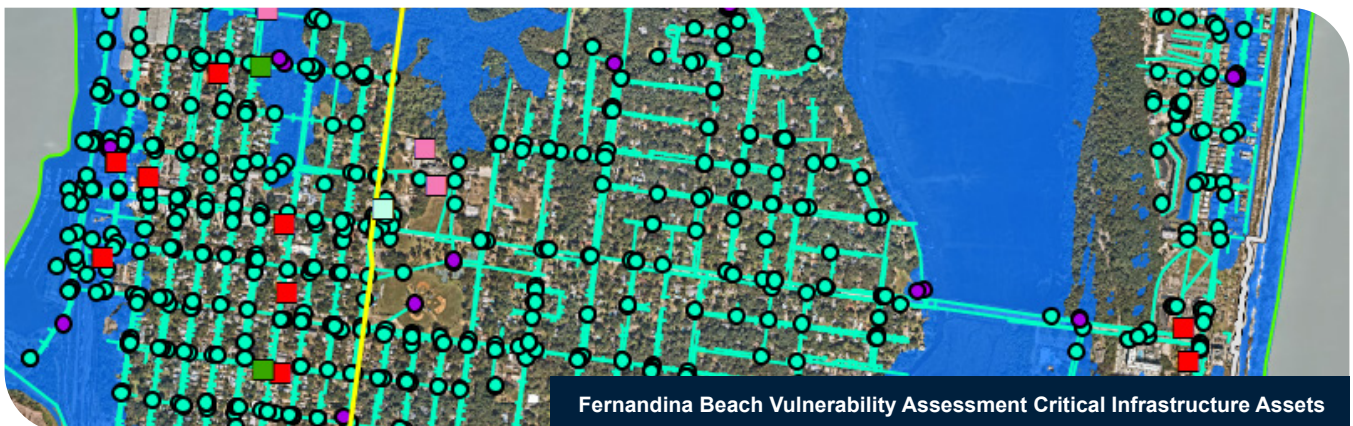
Irma, which underscored the urgent need for enhanced flood preparedness and response strategies. Although the City has been fortunate to evade direct landfall from severe hurricanes, the increasingly frequent and intense weather patterns affecting the region compel a reevaluation of existing infrastructure and emergency response protocols.

KEY FINDINGS FROM THE VA INCLUDED:

Current and Future Tidal Flooding: The assessment indicated that while severe tidal flooding is presently confined to areas such as Egans Creek and certain waterfront properties, projections suggest a significant increase in tidal flooding incidents by 2040, with areas further inland facing nuisance flooding. By 2070, the threat of permanent tidal flooding is expected to extend to locations such as Crane Island.

Storm Surge Vulnerability: The entirety of Fernandina Beach faces considerable vulnerability to storm surge events, particularly the 100-year and 500-year storm surge scenarios. The VA anticipates that many waterfront properties would experience inundation during a 100-year storm surge, with inland flooding becoming likely during a 500-year event. This highlights the critical need for proactive adaptation measures to safeguard residential, commercial, and critical infrastructure.

Precipitation Trends: The analysis forecasts an increase in precipitation intensity, particularly during 1% Annual Exceedance Probability (AEP) events. The expected rise in rainfall intensity could exacerbate flooding risks, especially when combined with elevated sea levels and storm surges, leading to compound flooding scenarios. However, the VA also noted limited data availability regarding discharge, which could impact assessments of compound flooding potential.



Impact on Critical Assets: The assessment prioritized critical infrastructure and assets, such as the Historic District, Waterfront Downtown, and Special Flood Hazard Areas (SFHAs), particularly those adjacent to Egans Creek. The ranking process considered exposure, sensitivity, and potential consequences of loss, revealing that failure to address these vulnerabilities could result in significant economic and community disruption.

With these insights in hand, the VA clearly establishes the necessity for a comprehensive response to these challenges. The urgency for immediate action is underscored by the interconnected nature of these risks and the potential for cascading impacts across the community.

By developing an AP that builds upon the VA's findings, Halff aims to provide the City of Fernandina Beach with a strategic framework for resilience. This plan will identify specific adaptation needs, recommend targeted strategies, and prioritize actions that align with the community's long-term goals for sustainability and resilience in the face of climate change. Our collaborative approach will verify that the AP reflects the unique character and needs of Fernandina Beach, fostering a collective commitment to safeguarding the City's future against the threats posed by a changing climate.

PROJECT APPROACH

Halff's approach to developing an AP for the City of Fernandina Beach is centered on collaboration, community engagement, and data-driven decision-making. Building on the insights gained from the VA, our methodology will involve a series of structured tasks designed to identify adaptation needs, prioritize strategies, and integrate stakeholder input.

We will commence with a kick-off meeting to align project goals and timelines, followed by the drafting of the AP, which will detail adaptation strategies informed by local priorities and expert analysis. Public engagement will be a cornerstone of our process, verifying that community perspectives shape the final recommendations.

Ultimately, our goal is to produce a comprehensive, actionable plan that enhances Fernandina Beach's

resilience to flooding and climate impacts, aligns with state guidelines, and integrates seamlessly into existing local planning frameworks.

Task 1: Kick-Off Meeting

To verify a unified approach to the project, Halff will initiate the process with a kick-off meeting. This meeting will establish the foundation for collaboration among stakeholders, including City staff and community members. During this session, we will outline the project goals, schedule, key milestones, and deliverables. Deliverables will include a meeting agenda, attendance records, presentation materials, and a summary report documenting all decisions and inputs.

Task 2: Draft Adaptation Needs and Strategies

Building on the VA findings, Halff will develop a draft of the AP, identifying specific adaptation needs and corresponding strategies. This task will produce a comprehensive table of adaptation needs alongside recommended strategies and a map highlighting critical assets. The draft AP will adhere to the Florida Adaptation Planning Guidebook, verifying alignment with best practices.

Task 3: Community Prioritization of Adaptation Needs

To foster community engagement, Halff will organize public meetings aimed at prioritizing adaptation needs. These meetings will present the draft AP, allowing community members to provide input on identified needs and strategies. By involving the community, we verify that the final AP reflects local priorities and enhances public support for adaptation initiatives.

Task 4: Final Adaptation Plan

Based on community input and further refinements, Halff will finalize the AP. This document will include a prioritized list of projects aligned with state guidelines, high-level conceptual designs, and engineering budgets for top-tier projects. Additionally, we will integrate the final AP into existing local planning frameworks, verifying that it becomes an actionable part of Fernandina Beach's long-term strategies.

Task 5: Public Presentation

To conclude the project, Halff will present the final AP to local governing boards and stakeholders. This presentation will share the outcomes of the AP, emphasizing prioritized projects and funding strategies to enhance resilience in the face of future challenges.

ORGANIZATIONAL CHART

Halff's management plan for the City of Fernandina Beach Adaptation Plan was carefully crafted, bringing together a team of professionals in adaptation planning, coastal and civil engineering, waterfront design, grant funding, and stakeholder engagement. This team comprises seasoned professionals with extensive experience in similar projects across the Florida statewide landscape and beyond, verifying a comprehensive and well-rounded approach to the assessment's complexities. We are committed to working with the City of Fernandina Beach on the ground through a comprehensive approach to site visits, on-site internal and external workshops, and elected commission presentations.





ROLE

Project Manager/Public
Outreach

EXPERIENCE

8 Years

EDUCATION

PhD, Urban and Regional
Planning, Florida State
University

(Course Work Completed,
Defense Expected 2025)

MPA, Public Administration &
Policy, University of
North Florida

BA, Political Science,
University of North Florida

Sean Lahav, MPA

Sean Lahav is a Resilience Market Leader for Halff where he is responsible for growing resilience services across the firm. He brings highly specialized and senior level experience to Fernandina Beach having navigated resilience and climate adaptation planning priorities across academia and both the public and private sectors. Sean's work has benefited 25 counties and 76 municipalities across the State of Florida and he has been invited to speak before elected commissions and civic organizations on more than 100 occasions in a policy advisory role. He is currently a Doctoral Candidate in Florida State University's Department of Urban and Regional Planning where his dissertation research is focused on evaluating the role of collaborative planning and governance in advancing Nature-Based Solutions. He was recognized with an Environmental Achievement Award by the City of Jacksonville's Environmental Protection Board in 2021.

REPRESENTATIVE PROJECT EXPERIENCE

Grant Writing Services, Northeast Florida.

Grant Writer who advised the City of Fernandina Beach, City of DeLand, Putnam County, Flagler County, and St. Johns County in preparing and submitting Resilient Florida grant applications to support the development of infrastructure vulnerability assessments and adaptation plans. Successfully secured more than \$1 million in grant funding since 2021.

Fernandina Beach Vulnerability Assessment, Fernandina Beach, FL.

Project Manager who led a team comprised of engineers and GIS analysts in production tasks applicable to developing a critical infrastructure asset inventory and evaluating the vulnerabilities of critical assets to current and future flood scenarios. Led public outreach meetings and advised staff on implementation priorities. Project encompassed 15.7 square miles and benefited a population of more than 13,000.

Amelia Island Plantation Localized Flooding Review, Amelia Island, FL.

Task Manager who oversaw development of localized flooding review and strategic plan in support of private community association's coastal resilience and climate adaptation objectives. Led preliminary flood risk analysis focused on vulnerabilities related to current and future flood conditions, including storm surge, tidal flooding, and sea level rise. Advised Board President, Executive Director, and Operations Manager on strategic priorities, including public-private partnerships, capital improvements, financing, and infrastructure solutions.

Nassau County Water Supply Facilities Work Plans, Nassau County, FL.

Planner who assisted Nassau County, the City of Fernandina Beach, and Town of Callahan in responding to changes in statutory requirements for comprehensive planning and developing water supply facilities work plans.

Resilient Pasco Project, Pasco County, FL.

Project Manager currently overseeing the development of Pasco County's resilience strategy. Leading an interdisciplinary team comprised of Halff (Prime), Fernleaf, and Taylor Engineering in a comprehensive effort to develop a risk and vulnerability assessment, resilience and sustainability

action plan, and living shorelines plan. Overseeing and coordinating the work of civil and coastal engineers, urban planners, surveyors, environmental scientists, and public policy advisors. Project encompasses 868 square miles and is benefiting a population of more than 584,000.

City of Panama City Adaptation Plan, Panama City, FL.

Project Manager who oversaw the development of the City of Panama City's sea level rise vulnerability assessment and adaptation plan. Advised executive government staff, including City Manager and Retired 2-Star General Mark McQueen, on opportunities made available through the Resilient Florida Program. Led and organized multiple public outreach meetings involving the Mayor, City Commissioners, Staff, and General Public. Developed Goals, Objectives, and Policies to satisfy 'Peril of Flood' statutory requirements and advised Planning Director through the transmittal of a comprehensive plan amendment. Project encompassed 38.1 square miles and benefited a population of more than 34,000.

City of Port Richey Adaptation Plan, Port Richey, FL.

Project Manager who oversaw the development of the City of Port Richey's vulnerability assessment and adaptation plan. Led a team comprised of Halff (Prime) in developing planning project focused on assisting the City of Port Richey in building a more resilient future to coastal flooding and sea level rise at the local level. Presented final results to City Council and led all stakeholder engagement activities. Project encompassed 2.278 square miles and benefited a population of more than 3,000.

City of Jacksonville Resilience Strategy, Jacksonville, FL.

Resilience Planner for Halff (Subconsultant) who supported the Water Institute of the Gulf (Prime) in developing the City of Jacksonville's 50-year resilience strategy. Supported public policy and stakeholder engagement priorities, including mapping activities with members of the public. Project encompassed 875 square miles and benefited a population of more than 950,000.

A1A Ocean Islands Trail Scenic Byway Organizational Plan, Fernandina Beach, FL.

Project Manager contracted by the NEFRC to assist the A1A Ocean Islands Trail Scenic Byway in developing an organizational plan. Led an advisory effort to transform the leadership and organizational structure of the 501(c)(3) nonprofit organization. Authored and developed a final organizational plan benefiting executive members of the committee.

Mayport NAS Transportation Resilience Study, Jacksonville, FL.

Committee Member appointed by North Florida Transportation Planning Organization (TPO) to advise and provide technical assistance to RS&H while the Mayport NAS Transportation Resilience Study was being conducted. Coordinated GIS data requests applicable to current and future flood conditions and supported local stakeholder engagement priorities.

USACE South Atlantic Coastal Study (SACS), Northeast Florida.

Technical Advisor who provided technical assistance to USACE while the Northeast Florida Focus Area of SACS was being conducted. SACS was a \$16M Congressionally Authorized Study focused on evaluating flood vulnerabilities across the USACE South Atlantic Division. Provided USACE Jacksonville District with stakeholder inventory, coordinated study efforts with Northeast Florida local governments, and wrote official vision statement for Northeast Florida Focus Area. Coordinated study with stakeholders in Nassau, Duval, St. Johns, and Putnam Counties, including Fernandina Beach, Atlantic Beach, Neptune Beach, Jacksonville Beach, St. Augustine, and Palatka.

Water Beyond Borders St. Marys River Water Quality, Fernandina Beach, FL.

Planner who provided technical assistance to Water Beyond Borders Executive Committee, whose mission is to coordinate and oversee the protection of the St. Mary's River through interstate and inter-local cooperation between stakeholders in Georgia and Florida. Developed approach and process for stakeholders to follow in uploading and sharing longitudinal water quality data.



ROLE

Project Principal

EXPERIENCE

24 Years

EDUCATION

MS, Coastal & Oceanographic Engineering, University of Florida

BS, Civil Engineering, Universidad Nacional Autónoma de México

REGISTRATION

Professional Engineer - Florida No. 64644

Professional Engineer - Texas No. 141016

Certified Floodplain Manager - Florida No. 05-01518

Guillermo Simon, PE, CFM

Guillermo Simon, the flood modeling lead, has significant experience in the fields of surface hydrology and hydraulics (H&H) and coastal engineering. Guillermo's experience includes engineering analyses, modeling, and design. He routinely leads multidisciplinary production teams in the development of projects for a wide range of clients and stakeholders and enjoys mentoring young staff. In addition, Guillermo acts as Compass Production and Technical Services Joint Venture (Compass PTS JV) Subject Matter Delivery Lead in Coastal Engineering and is a member of the City of Jacksonville Environmental Protection Board.

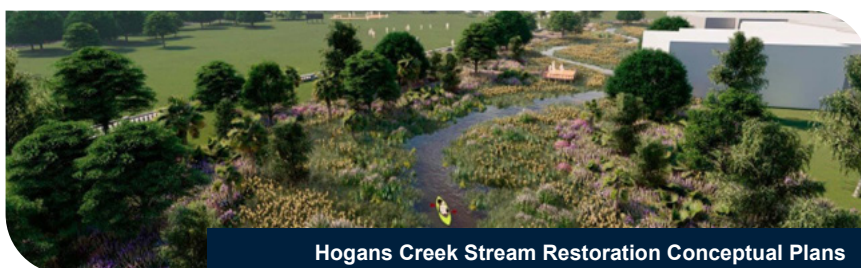
REPRESENTATIVE PROJECT EXPERIENCE

ARPC Vulnerability Assessment, Leon, Gadsden, Liberty, Jackson, Calhoun, Gulf, Wakulla, Franklin, and Jefferson Counties FL.

Senior Water Resources Engineer for the development of a vulnerability assessment for the ARPC covering three coastal counties and six inland counties in north Florida. This study applied the 2022 Florida Statute for vulnerability assessments for the first time in the state. Tasks include compilation and formatting of GIS data layers to describe and quantify infrastructure assets; assessment of future coastal and inland flood risks including sea level change, increased precipitation and compound flood effects; development of a GIS database to identify vulnerable critical assets.

GWJax Hogans Creek Stream Restoration and Trail, Jacksonville, FL.

Project Manager for the development of the 30% stream restoration design of Hogans Creek in downtown Jacksonville, FL. Project work includes coordination of a multidisciplinary team and extensive outreach efforts to restore Hogans Creek to a more natural state. The project will provide safe access to the creek and to design a trail as part of the City's Emerald Trail system. Project tasks include stream restoration, hydraulic modeling, alternatives analysis, trail planning and design, environmental assessment, surveying, and outreach support.



Hogans Creek Stream Restoration Conceptual Plans

Resilience Planning, City of Jacksonville, FL.

As a subconsultant, Guillermo serves as Project Manager and Senior Water Resources Engineer for the development of a citywide resilience strategy to address climate change in Jacksonville. Project tasks include designing and planning framework development, providing stakeholder engagement assistance, supporting risks and vulnerabilities analyses, establishing measurable objectives; facilitating the planning process; and supporting the implementation of a resilience strategy.



ROLE

QA/QC Manager

EXPERIENCE

6 Years

EDUCATION

MA, Urban Planning -
Environmental Planning,
University of Washington

BA, Anthropology, Wayne
State University

MA, Urban Planning -
Environmental Planning,
University of Washington

REGISTRATION

Certified Floodplain Manager -
Texas No. 4151-22N

WEDG Associate - Texas No.
4151-22N

Ashley Bennis, CFM, WEDG

Ashley Bennis has six years of coastal planning field work with Texas Sea Grant, where she gained experience providing technical assistance to low- capacity coastal communities, facilitating outreach and education events for the public and elected officials, developing a variety of comprehensive, long term recovery and watershed protection plans, policy research & data collection, and mapping support for communities using geographic information systems. She is specialized in hazard mitigation and environmental planning which includes low impact development and nature- based solutions for coastal communities.

REPRESENTATIVE PROJECT EXPERIENCE

LRGV River Basin Flood Study Texas General Land Office.

The GLO is leading a study to collect, analyze, and communicate flood risk data to assist decision makers in better protecting Texans from future floods. Halff is conducting outreach with decisions makers to understand their experiences, identify areas of highest need through modeling, and prioritizing flood mitigation projects with local and regional impact. Ashley coordinates with state and private partners to assess existing data to specialize the approach for each county. The information collected will be used to run flood models, giving LRGV communities access to localized data. The study is a three-year effort from Spring 2021 to Summer 2024.

Port Aransas Master Plan, City of Port Aransas, TX.

This project involved leading this coastal community to develop a long-term vision for the role that the City's parks and recreation system will play in enhancing quality of life, natural habitats and community resilience. The scope included assessing the unique needs of this low-lying barrier island community and developing appropriate design standards for on and off street trails that are frequently subject to flooding. Duties involved developing a list of prioritized park investments to maintain current facilities and provide new recreational opportunities and an action plan for implementation.

Aransas County Long Term Recovery Plan Report Summer 2019, Aransas County, TX.

Ashley set up interviews with key staff a part of Hurricane Harvey recovery in Aransas County, the City of Rockport and Town of Fulton as part of data collection for this report. These interviews and data collected from before and after the storm hit, helped the county to assess lessons learned and identify projects for funding. The report included existing conditions, suggestions for housing updates, new ordinances and ways of incorporating Low Impact Development into existing projects. Ashley completed writing the report in 2019. The plan helped the county receive \$43 million from the Texas GLO for recovery.



ROLE

Technical Advisor

EXPERIENCE

25 Years

EDUCATION

PhD, Water Resources and
Environmental Engineering,
Texas Tech University

MS, Civil Engineering,
Texas Tech University

BS, Hydrology,
Tarleton State University

REGISTRATION

Professional Engineer - Texas
No. 92722

Certified Floodplain Manager -
No. 1915-10N

Envision Sustainability
Professional

Troy Dorman, PhD, PE, CFM, ENV SP

Troy Dorman has 25 years of civil/environmental engineering experience in water resources engineering, stormwater management, low impact development (LID) techniques, water quality BMPs, watershed master planning, land use planning, utility coordination, surface and groundwater hydrologic modeling, hydraulic design, and erosion control. Troy's roles have included project management, engineering design/review, land use regulations and team leadership for clients ranging from the U.S. Army Corps of Engineers (USACE) to state, county, and local agencies. **Dr. Dorman strives to understand the economic, social, and environmental constraints of every project with the goal of maximizing the benefits for the community and the client.**

REPRESENTATIVE PROJECT EXPERIENCE

City of Houston Green Infrastructure Guidebook, Houston, TX.

Senior Advisor responsible for guiding the process to write a Green Infrastructure Guidebook that will serve as a resource to City staff and local designers. Working closely with the City to determine best practices that can be used in the City, as well as identifying challenges unique to Houston. Reviewing and supporting the design of Green Infrastructure details that can be used on Capital Improvement Projects.

City of San Antonio Stormwater On-Call, San Antonio, TX.

Technical Advisor responsible for assisting with the multi-year program with scoping projects, balancing staffing needs, communicating with client leadership, and leading strategic tasks.

City of San Antonio River Basin LID Manual Guidance, City of San Antonio, TX.

Project Manager responsible for a comprehensive evaluation of the City's UDC, Storm Water Design Criteria Manual, and Fee-in-lieu-of Detention (FILO) program with the goal of helping the City tackle a number of complex market, policy, resource, financial, stakeholder, and environmental issues are resulting in increased costs for compliance and maintenance. Halff delivered a defensible, flexible, and comprehensive roadmap for UDC changes and related fees aligned with the City's policies, strategy, and stakeholder concerns that enhanced stream protection, incentives the adoption of GSI/LID, and better protects residents from flooding.

Drainage and Water Quality Criteria Manual, City of Little Rock, AR.

Senior Engineer responsible for directing the revision of a drainage criteria manual for Little Rock. The City requested the addition of stormwater quality treatment requirements focused on green infrastructure practices, stream preservation, MS4 permit requirements, and impaired waters improvements. Developed scope, assisted with writing chapters, responding to comments from the community and City staff. Attended public meetings to explain the need for integrated stormwater management approaches.

**ROLE**

Coastal Flood Mapping

EXPERIENCE

32 Years

EDUCATION

ME, Coastal and
Oceanographic Engineering,
University of Florida

BS, Civil Engineering,
Clemson University

REGISTRATION

Professional Engineer -
Florida No. 57423

Certified Floodplain Manager -
No. US-16-09181

Michael DelCharco, PE, CFM

Michael DelCharco leads Taylor Engineering's Coastal Strategies group and is charged with developing the next advancements in coastal and riverine flood resiliency, moving communities from planning to action. He serves as project manager on ongoing resiliency studies, development of innovative tools for communities, and larger coastal and water resources projects. He is also project manager for coastal and riverine flood risk studies, Everglades Restoration Program studies, environmental mitigation studies, and other combined riverine and coastal-related projects. He recently led the FDEP Statewide Vulnerability Assessment for all 67 counties.

REPRESENTATIVE PROJECT EXPERIENCE**Florida Department of Environmental Protection Statewide Vulnerability Assessment, State of Florida.**

Project manager for this study to conduct a statewide vulnerability assessment to sea level rise and riverine flooding. This project includes modeling rainfall/runoff and GIS mapping of flood hazards for the entire state (67 counties). This ambitious effort was the first of its kind in the nation. This study follows FDEP guidelines for vulnerability assessments.

Florida Department of Environmental Protection SLIP Study, State of Florida.

Principal-in-Charge of the project for FDEP to expand the SLIP tool, a map-based web application that helped applicants generate a Sea Level Impact Project Report. This expansion addressed new legislative requirements to capture the Coastal Building Zone. Taylor Engineering designed this outward-facing tool to apply existing storm surge data, DEMs, sea level rise estimates, Mean High High Water (MHHW), and other relevant data, enabling applicants to assess their risk exposure to future sea level conditions.

Florida Department of Environmental Protection Development of GIS Standards for Florida Resiliency Vulnerability Assessments.

Principal-in-Charge of project for Taylor Engineering to help FDEP develop standards for GIS data submittals for all grant-funded vulnerability assessments statewide. Taylor has continued to help FDEP with community submittals and data standards.

Sarasota County Vulnerability Assessment, Sarasota County, FL.

Principal-in-Charge for this vulnerability assessment of the County's coastal infrastructure, analyzing sea level rise and pluvial flood risks for Sarasota County. The County received funding from the Resilient Florida Planning Grants Program to conduct a county-wide vulnerability assessment following the FDEP state standards. This study will result in an adaptation action plan the County can use to target mitigation projects and apply for FDEP grants.

City of Sarasota Vulnerability Assessment, Sarasota, FL.

Principal-in-Charge for this vulnerability assessment of the City of Sarasota's coastal infrastructure, analyzing sea level rise and pluvial



flood risks. The City received funding from the Resilient Florida Planning Grants Program to conduct a City-wide vulnerability assessment following the FDEP state standards. This study will result in an adaptation action plan the City can use to target mitigation projects and apply for FDEP grants.

City of Venice Resilience Plan, City of Venice, FL.

Principal-in-Charge for this City-wide vulnerability assessment and adaptation recommendations. The outcome of this project is to help Venice become more resilient and reduce the impacts of sea level rise and flood events. This project is funded by the Resilient Florida Planning Grants Program, which Taylor Engineering helped the City receive.

South Florida Water Management District TCNS 214 Storage and Treatment Project Alternatives Analysis, Okeechobee County, FL.

Principal-in-Charge of project to assist the SFWMD with addressing water quality issues for the 430-acre Okeechobee School for Boys property that is contiguous to Williamson Ditch. This ditch serves as a conduit, channeling water from the property into Taylor Creek. The goal of the project is to reduce nutrient loading from the property into Lake Okeechobee. Taylor Engineering is conducting 2-D HEC RAS rain-on-mesh modeling of the system to help design storage and treatment facilities for the site.

Punta Gorda Climate Adaptation Plan Update, Punta Gorda, FL.

Principal-in-Charge overseeing the phase II update to the City's 2009 Vulnerability Assessment to be compliant with new Florida Department of Environmental Protection guidelines. The project tasks include data collection, flood risk exposure analysis (including analysis of sea level rise), mapping of flood risks, calculation of sensitivity of critical infrastructure to flood risks, development of a final vulnerability assessment report with associated data, and public outreach.

City of St. Augustine Vulnerability Assessment, St. Augustine, FL.

Michael is leading the coastal engineering analysis for this City-wide VA. As a subcontractor to Jones Edmunds, Taylor Engineering developed the coastal flood hazards with respect to future sea level rise conditions. The City received funding from the Resilient Florida Planning Grants Program to conduct a City-wide vulnerability assessment following the FDEP state standards. This study will result in an adaptation action plan the City can use to target mitigation projects and apply for FDEP grants.

South Florida Water Management District C-7 Watershed Flood Protection Level of Service Adaptation Planning and Mitigation, Miami-Dade County, FL.

Project manager for study to assess flooding with respect to sea level rise and resiliency of various mitigation projects in this highly urbanized watershed. This project includes modeling rainfall/runoff and GIS mapping of flood hazards, development of a GIS based web map to present stakeholders with mitigation projects. It also included analysis of economic damages from flooding using a GIS based tool that intersects flood hazards, building stock, and depth damage curves to calculate average annual losses.

South Florida Water Management District C8 and C9 Basin Flood Level Protection Level of Service Assessments Phase I, South Broward County and North Miami-Dade Counties, FL.

Michael was the project manager of this systematic review of drainage systems in south Florida. Taylor Engineering performed a Phase I FPLOS level of service modeling of the C8 and C9 systems that straddle Miami-Dade and Broward Counties. These two large drainage systems contain multiple water control structures and impact tens of thousands of properties. Taylor Engineering applied the MIKE SHE and MIKE Flood models to investigate the flow capacity of the systems with respect to existing surface and groundwater conditions and well as how those systems will respond under future sea level rise conditions.

Collier County Comprehensive Watershed Improvement Plan Supplemental Continuing Services, Collier County, FL.

As project manager assisted the County with construction drawings, project cost estimates, resolution of permitting RAIs, bonneted bat data collection, and coordination with stakeholders. Subcontractors Anclote Consulting, Robau & Associates, and Earth Tech are providing detailed technical support.

**ROLE**

Adaptation Strategies

EXPERIENCE

11 Years

EDUCATION

MS, Urban Design, Urban Resilience Design and Management,
UIC Barcelona International University of Catalonia, Spain

BA, International Affairs, Florida State University

BS, Psychology, Florida State University

Graduate Design Certificate, Urban and Regional Planning, Florida State University

Melissa Beaudry, CFM

Melissa Beaudry is an experienced Project Manager and Senior Resilience Planner who can guide clients through a variety of community planning needs with a focus on vulnerability and adaptation planning, hazard mitigation and environmental restoration activities. She has worked on several resilience research projects on the topics of developing community resilience frameworks, analyzing national and state hazard data indicators and identifying opportunities for co-benefits in adaptation and mitigation efforts for increased community resilience. **She has worked with local government clients across Florida and was the Lead Planner working on the State Expenditure Plan for the Gulf Consortium. Melissa is originally from Northeast Florida, with family residing in Nassau County and Jacksonville.**

REPRESENTATIVE PROJECT EXPERIENCE**Resilient Pasco Project, Pasco County, FL.**

Task Lead for the implementation strategies supporting Pasco County in developing the Resilient Pasco Project, a comprehensive initiative focused on establishing priorities for resilience and sustainability, developing a risk and vulnerability assessment, producing a resilience and sustainability action plan, and developing a living shorelines plan.

Port Richey Resiliency Plan, Port Richey, FL.

Senior Resilience Planner responsible for reviewing identified hazards and associated recommendations in the context of policy and implementation considerations. This project consisted of a vulnerability assessment and resiliency plan for the City of Port Richey, and involved identifying hazards and the City's overall risk to future weather events, and proposing adaptation measures that could be taken to mitigate that risk in the future.

City of DeLand Vulnerability Assessment Adaptation Plan, DeLand, FL.

Adaptation Plan Task Lead including the identification of adaptation measures to mitigate risk, as well as evaluating policy and implementation considerations. Stakeholder engagement and funding analysis enhanced prioritization and project identification.

Marion County Vulnerability Assessment, Marion County, FL.

Adaptation Plan Task Lead including the identification of adaptation measures to mitigate risk, as well as evaluating policy and implementation considerations. Stakeholder engagement and funding analysis enhanced prioritization and project identification.

Florida State Expenditure Plan, Gulf Consortium, FL.

As the lead planner for the consultant team to develop the Florida State Expenditure Plan for over \$300 million dollars in environmental and economic recovery across the Gulf Coast including Charlotte County. Main role involved developing the sequencing analysis and modeling projections for the 84 projects totaling \$300 million over the 15 year implementation, working with County stakeholder to identify and develop project scopes, and facilitating the public engagement meetings and County meetings over the 2 year planning process.



ROLE

Adaptation Strategies/Public Outreach

EXPERIENCE

5 Years

EDUCATION

Master of Science, Port and Coastal Engineering, University of North Florida (In progress)

Bachelor of Science, Civil Engineering, University of North Florida

REGISTRATION

Engineer Intern - Florida

Certified Floodplain Manager - FL
No. US-24-13256

Ashley Lein, EI, CFM

Ashley Lein joined Taylor Engineering in 2024 as a staff coastal engineer in the Coastal Strategies service group. Ashley's training is in civil engineering with a specialization in coastal engineering and resilience planning. Her previous experience and technical understanding of site development within environmentally sensitive areas provide insight into resilience and adaptation planning in vulnerable communities. She works on a variety of projects assisting communities through vulnerability assessments, climate adaptation plans, sourcing federal and state grant funding, public engagement and workshops, FEMA flood insurance studies, and floodplain management.

REPRESENTATIVE PROJECT EXPERIENCE

City of Fernandina Beach Vulnerability Assessment, Fernandina Beach, FL.

Community resilience planner for the City of Fernandina Beach's Vulnerability Assessment, which exceeded the standards set forth in the 380.093 F.S. guidelines to assess the community's exposure to current and future flood conditions, inventory public and privately owned critical and regionally significant assets, produce flood risk maps of assets and flood conditions, and conduct public engagement workshops to discuss local concerns and priorities. Focus areas for adaptation planning were identified and adaptation strategies were recommended to assist the City in planning for priority projects and secure future grant funding.

City of Panama City Vulnerability Assessment and Adaptation Plan, Panama City, FL.

Community resilience planner for the City of Panama City's Vulnerability Assessment (VA) and Adaptation Plan, which exceeded the standards set forth in the 380.093 F.S. guidelines to assess the community's exposure to current and future flood conditions, inventory public and privately owned critical and regionally significant assets, produce flood risk maps of assets and flood conditions, and conduct public engagement workshops to discuss local concerns and priorities. Community engagement workshops included interactive events with residents and City staff officials, as well as presentations to City commissioners and council members. Results from the VA and feedback from community engagement guided the Adaptation Plan, which further refined identified focus areas for adaptation planning, policy recommendations including Peril of Flood language, adaptation and mitigation strategies, and federal and state grant funding options. The project concluded with a list of 10 recommended capital improvement projects based on the outcomes of the analyses.

City of Port Richey Vulnerability Assessment, Port Richey, FL.

Community resilience planner for the City of Port Richey's Vulnerability Assessment and Adaptation Plan, which exceeded the standards set forth in the 380.093 F.S. guidelines to assess the community's exposure to current and future flood conditions, inventory public and privately owned critical and regionally significant assets, produce flood risk maps of assets and flood conditions, and conduct public engagement



workshops to discuss local concerns and priorities. Community engagement workshops included interactive events with residents and City staff officials to discuss local concerns, priorities, and assessment results. Results from the VA and feedback from community engagement guided the Adaptation Plan, which further refined identified focus areas for adaptation planning, policy recommendations including Peril of Flood language, adaptation and mitigation strategies, and federal and state grant funding options.

Flagler County Vulnerability Assessment, Flagler County, FL.

Community resilience planner for the county-wide Flagler County Vulnerability Assessment. Responsibilities included following the standards set forth in the 380.093 F.S. guidelines to assess the community's exposure to current and future flood conditions, inventory public and privately owned critical and regionally significant assets and produce flood risk maps of assets and flood conditions.

Northeast Florida Regional Council (NEFRC) and Flagler County Compound Flooding Analysis

Staff coastal engineer supporting the NEFRC and Flagler County in analyzing an appropriate compound flooding analysis for the entire County. This in-depth analysis of available datasets and models sets Flagler County ahead to evaluate the compounding effects of storm surge, rainfall, and sea level rise on the County's vulnerable areas and assets by interpolating modeled flood depths associated with various sea level rise conditions to correlate to NOAA 2022 sea level rise estimates. The next project phase will complete the analysis, host a stakeholder meeting, and develop a final report comparing the compound flood depths to flood depths associated with coastal-only hazards.

Sarasota County Vulnerability Assessment and Resilience/Adaptation Plan, Sarasota County, FL.

Project manager supporting the Sarasota County Vulnerability Assessment and Adaptation Plan. Tasks include exceeding the minimum requirements set forth in Sec 380.093, identifying critical assets vulnerable to flooding under existing and projected future conditions, identifying adaptation projects/strategies to protect its critical assets, and coordinating community outreach and stakeholder engagement to inform local citizens about the project's findings. County-wide and community level analysis consider CDC Social Vulnerability Index, future land use changes, extreme heat, and periodic drought. Additional responsibilities include coordinating cross-department collaboration for the County, developing project prioritization methods for multi-functional and multi-beneficial projects and identifying additional project funding. The project process and results are presented on a GIS StoryMap.

City of Sarasota Vulnerability Assessment and Resiliency/Adaptation Plan, Sarasota, FL.

Project manager for the City of Sarasota's Vulnerability Assessment and Resiliency/Adaptation Plan, conducted in accordance with state statutes by identifying critical City assets vulnerable to flooding under existing and projected future conditions, presenting adaptation projects/strategies the City could implement for protection, and informing local citizens about this project's findings through stakeholder engagement and community outreach.

Walton County Vulnerability Assessment, Walton County, FL.

Project manager for this vulnerability assessment of the County's infrastructure, analyzing the impacts of current and future tidal flooding, storm surge, and rainfall-induced flooding, in accordance with state statutes. This project includes exceeding the minimum requirements set forth in Sec 380.093, identifying critical assets vulnerable to flooding under existing and projected future conditions, identifying adaptation projects/strategies to protect its critical assets, and coordinating community outreach and stakeholder engagement to inform local citizens about the project's findings.

Venice Resilience Plan Update, Venice, FL .

Staff coastal engineer for City of Venice's Resilience Plan Update and Vulnerability Assessment. Responsibilities include updating the City's previous Resilience Plan to meet the new requirements set forth by F.S 380.093 for flood hazard data sources and critical asset classifications as well as updating flood and asset mapping with recent LiDAR and survey elevation data. Focus areas for adaptation projects were evaluated and included in the assessment.

Punta Gorda Climate Adaptation Plan, Charlotte County, FL.

Engineer intern supported vulnerability analysis, update to the 2009 Punta Gorda Climate Adaptation Plan, and a living shoreline technical guidance document for the City.



ROLE

Adaptation Strategies

EXPERIENCE

26 Years

EDUCATION

BS, Geology, Louisiana State University

MS, Earth & Environmental Science, Tulane University

REGISTRATION

PG - LA No. 607

Ryan Clark, PG

Ryan Clark has extensive experience in water resources science, data management, and business development. He also has extensive project management experience, with a focus in management of multi-disciplinary teams on large, complex research and development projects. Ryan is accustomed to working with both government and private sector clients, verifying the delivery of high-quality products in a timely manner.

REPRESENTATIVE PROJECT EXPERIENCE

GLO, LRGV Flood Study WO3B, Los Fresnos, TX.

Deputy Project Manager responsible for the Lower Rio Grande Valley (LRGV) region and supporting as the lead for the Eastern and Central regions, overseeing regional coordination efforts. Served as the lead author for the Eastern Region Data Management Plan, which required extensive coordination with the Central Region authors to verify consistency and alignment. Leads the LRGV work group in coordinating with the Texas Disaster Information System (TDIS) to structure and transfer region-specific data. This role involves significant collaboration with key stakeholders such as the GLO, regional vendors, USACE, TWDB, TIFF, CHARM, and other partners to verify smooth data management and integration across multiple regions.

Capital Area Groundwater Conservation District, Technical Support Services for General Support of District Activities, Baton Rouge, LA.

Technical Co-Lead performing the ongoing strategic planning process for the state commission responsible for confirming a sustainable groundwater supply for the Baton Rouge area. Responsible for engaging with commissioners and stakeholders, identifying technical alternatives, calculation of groundwater supply, technical engagement with United States Geological Survey and Louisiana State University, and technical writing.

City of Bulverde, On-Call Services, Bulverde, TX.

Halff engineers routinely perform infrastructure construction inspections for City facilities being built by private developers within the City and extraterritorial jurisdiction (ETJ) (covering 70 square miles). Civil inspections include off-site work in the public right of way such as street subgrade/pavement sections, sidewalks, water, sewer, other utilities, concrete, driveways, fire lines, fire hydrants, storm drains, lighting, and signage. On-site work is also inspected to include grading, drainage, storm drains, flood protection, storm water pollution prevention plan (SWPPP), erosion, retaining walls, detention, and concrete/paving.

Capital Area Groundwater Conservation District, Technical Support Services.

Technical Co-Lead performing the ongoing strategic planning process for the state commission responsible for confirming a sustainable groundwater supply for the Baton Rouge area. Responsible for engaging with commissioners and stakeholders, identifying technical alternatives, calculation of groundwater supply, technical engagement with United States Geological Survey and Louisiana State University, and technical writing.

**ROLE**

Adaptation Strategies

EXPERIENCE

13 Years

EDUCATION

BS, Construction
Management, Louisiana State
University

CERTIFICATIONS

Certified Floodplain Manager -
LA No. US-16-09482

Shandy Heil, CFM

Shandy is a disaster response and building science subject matter expert, whose diverse experience showcases her adaptability and versatility. Specializing in post-disaster building safety evaluations and Substantial Damage Estimate (SDE) assessments, she has assisted numerous local jurisdictions following flood and hurricane disasters, aiding in post-disaster requirements of the National Flood Insurance Program (NFIP). She is a seasoned outreach educator who has created training and guidance for local, state, and federal clients. Over the past seven years, Shandy's experience and expertise in post-disaster code enforcement have helped pave the way for the national "second responder" initiative that supports building departments affected by disasters. She formed and led the Louisiana Floodplain Management Association Disaster Response Team from 2016 to 2021, completing seven volunteer deployments that assisted in SDE Ops., including the 2016 Louisiana Flood and Hurricanes Harvey, Laura, Delta, and Ida. As a former FEMA contractor, Shandy participated in and led SDE deployments in the City of Central and Ascension Parish, LA, Puerto Rico, and the US Virgin Islands.

REPRESENTATIVE PROJECT EXPERIENCE

Ouachita Parish Police Jury (OPPJ), Louisiana Watershed Initiative (LWI Region 3) Action Plan, Monroe, LA.

Halff is currently acting as the Louisiana Watershed Initiative (LWI) Region 3 Regional Watershed Plan Contractor, assisting the citizens within the study area with the LWI Action Plan. Halff's four-step process consists of the following: 1) Defining the role of the watershed region in addressing the flood risk needs; 2) Investigating implementation and funding resources; 3) Using regional models to inform decision-making; and 4) Seeking funding and implementation support.

Capital Project Program Manager for the Recreation and Parks Commission of East Baton Rouge Parish.

Program Manager for the BREC planning and engineering department, providing design and construction administration support for select community and neighborhood parks, greenway trails, and system-wide projects. Oversees five subcontractor teams and seven technical SMEs. Responsible for developing, maintaining and managing program processes and providing client support.

FEMA Building Science Branch Curriculum Manager for the Emergency Management Institute.

Curriculum Manager for FEMA HQ Building Science Branch courses instructed through the Emergency Management Institute (EMI). Serves as a primary point of contact with the client; responsible for overall project quality, managing project deliverables and advertising course offerings; handles scheduling, scope of work, deliverables, and supervision of staff and five consultant teams among STARR II, Compass, and ARC under the FEMA professional and technical services contract (PTS) contract.



ROLE

Public Outreach

EXPERIENCE

25 Years

EDUCATION

BA, Landscape Architecture,
Kansas State University

REGISTRATION

Professional Landscape Architect -
Florida No. LA6666755

CERTIFICATIONS

LEED AP Building
Design+Construction

Joe Loretta, PLA

Joe Loretta has 24 years of experience in the field of expert witness/litigation support services. His current position is the operations manager for the Jacksonville Office of Halff. Joe's primary responsibilities include internal project management, land planning, regulatory and engineering analysis and cure determination. His team is known for high quality graphics and work product which assists the attorney and appraiser during mitigation and trial. Joe has been deposed and has testified in court and has vast experience with public and private sector clients. He has managed the right-of-way services for more than 300 public sector parcels and has been involved with more than 30 other private sector eminent domain acquisitions.

REPRESENTATIVE PROJECT EXPERIENCE

Hogans Creek Stream Restoration and Trail, Jacksonville, FL.

Lead designer and landscape architect on the 30% design plans for the 2.5-mile Hogans Creek restoration, recreation plan, and trail master plan. The project includes a natural restoration of Hogans Creek, utilizing multiple natural vegetated design cross-sections within the overall corridor. The plan will include a trail master plan for Hogans Creek, associated with the 30-mile segment of the Emerald Trail.

Infrastructure Subcommittee of the City Council Special Committee on Resiliency, Jacksonville, FL.

Served as a subject matter expert on the Infrastructure Subcommittee of the Special Committee on Resiliency. The subcommittee evaluated critical infrastructure within the City of Jacksonville and identified observations and action steps that would preserve continuity of infrastructure operations before, during, and after a disaster.

Adaptation Action Area Working Group, Jacksonville, FL.

Served as a mayoral appointed member on the City of Jacksonville's Adaptation Action Area (AAA) Working Group. The purpose of designating an AAA was to prioritize funding and resources for infrastructure needs and adaptation planning.

Cascades Trail & Park, Tallahassee, FL.

Design Landscape Architect involved in the planning and design of the Capital Cascades Trail and Park. Responsibilities included community involvement, trail master planning, conceptual through detail design plans for hardscape and landscape areas throughout the park. The Capital Cascades Trail Master Plan addressed a comprehensive program for new passive recreation development and extensive stormwater management facilities in a 5.2-mile corridor through downtown Tallahassee's Southeast quadrant.

City of Jacksonville, Design Build Parks, Jacksonville, FL.

Served as the primary park designer and landscape architect for 4 park projects in the City of Jacksonville, including Pickwick Park, Ivey Road Park, Archie Dickenson Park, and Earl Johnson Park. Led community



Sam Sarkar, PE

Sam Sarkar is a registered professional engineer with 13 years of experience specializing in the development and application of numerical and computational models to support solutions for water resources and water quality problems. Sam has supported federal, state, and municipal governments in watershed-based planning, stormwater management, flood mitigation planning, TMDL implementation and nine element plans, BMP implementation and evaluation, and resiliency planning. He has experience in the development and application of hydrology, hydraulics, and water quality models using EPA-SWMM, XP-SWMM, HEC-HMS, HEC-RAS, SWAT, APEX, HSPF, LSPC, SUSTAIN, PRMS and EFDC.

ROLE

Geospatial Analysis

EXPERIENCE

12 Years

EDUCATION

MS, Environmental Engineering and Science, Clemson University

BS, Civil Engineering, Indian Institute of Technology BHU

REGISTRATION

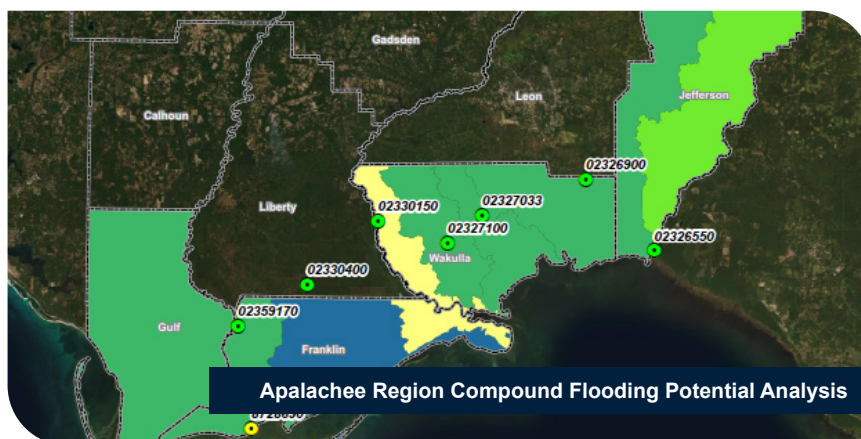
Professional Engineer - Texas No. 137702

**Individual Experience*

REPRESENTATIVE PROJECT EXPERIENCE

Apalachee Regional Planning Council (ARPC), Nine-County Regional Vulnerability Assessment. Tallahassee, FL.

Watershed Modeler who led technical efforts to evaluate compound flooding and future-precipitation climate hazard scenarios across the 9-county Apalachee Region. Identified and obtained applicable datasets from the National Aeronautics and Space Administration (NASA), United States Geological Survey (USGS), and Northwest Florida Water Management District (NFWFMD). Developed regional maps based on outcomes of analyses and wrote methodology sections of final vulnerability assessment report.



Apalachee Region Compound Flooding Potential Analysis

Global Climate Change Research Project, USEPA ORD, 48 Contiguous States.*

Watershed Modeler who supported a project to analyze the impacts of climate and land use change on hydrology and pollutant loading in large river basins across the US. Developed SWAT models for 15 major basins (~20,000 sq mi each) in 48 contiguous states; calibrated and validated models for hydrology, sediment and nutrients; simulated impacts of future climate and land use change scenarios on watershed hydrology, and sediment and nutrient yield; supported development of technical reports summarizing the modeling methodology and results; co-authored two peer-reviewed manuscripts. The Apalachicola-Chattahoochee-Flint basin was one of the 15 watersheds assessed under this study.

**ROLE**

Geospatial Analysis

EXPERIENCE

7 Years

EDUCATION

PhD, Civil and
Environmental Engineering,
University of Maine

MS, Civil and
Environmental Engineering,
University of Maine

BS, Dam and Water
Resources Engineering,
University of Mosul, Iraq

REGISTRATION

Professional Engineer -
Texas No. 150193

Sohaib Alahmed, PhD, PE

Dr. Sohaib Alahmed has extensive experience in hydrodynamic modeling and numerical flow simulations, inspiring the next generation of rivers, coastal, and flood modeling simulation and analysis. His experience includes programming, data science, problem-solving, and development. Sohaib serves as a catalyst for sustainable change by empowering infrastructure and engineering teams through data-driven impact.

REPRESENTATIVE PROJECT EXPERIENCE**Hogans Creek Design NOAA-Funded Tasks, Jacksonville, FL.**

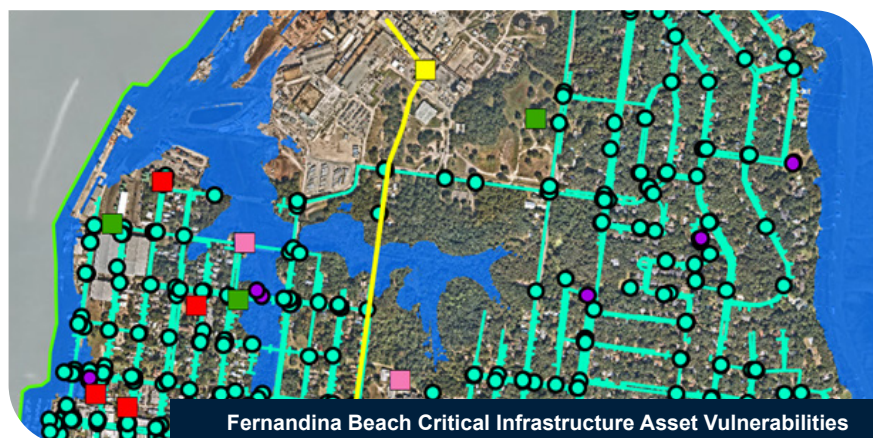
Coastal Engineer responsible for assisting with tasks specifically funded by NOAA for the Hogans Creek Stream Restoration Design project. This project includes the preparation of construction documents for the restoration of 2.6 miles of stream in a highly urbanized area of Jacksonville, Florida. Beginning at its headwaters at the Norfolk and Southern railroad, to its confluence with the St. Johns River, the restoration design will provide flood reduction, water quality improvements, and improved habitat for fish and wildlife using concepts in natural channel design to fit its watershed and receiving waters.

Flagler County Vulnerability Assessment, Bunnell, FL.

Coastal Engineer responsible for assisting Flagler County with technical aspects of its vulnerability assessment which is now being conducted. This project is a collaborative effort between Flagler County, its municipalities, the Northeast Florida Regional Council (NEFRC), and Halff. The scope of this project involves refining a geodatabase of critical and regionally significant assets previously developed by the NEFRC, preparing flood rasters to evaluate both current and future conditions, and supporting the NEFRC with public outreach efforts.

Fernandina Beach Vulnerability Assessment. Fernandina Beach, FL.

Coastal Engineer who led coastal flood mapping activities for Fernandina Beach's development of a vulnerability assessment. Developed calculations to map future tidal flooding and storm surge scenarios based on NOAA sea level rise projections. Evaluated the vulnerabilities of critical assets to current and future tidal flooding, storm surge, and sea level rise.



Fernandina Beach Critical Infrastructure Asset Vulnerabilities



ROLE

Geospatial Analysis

EXPERIENCE

21 Years

EDUCATION

BA, Geography, Cartography/
Physical Geography,
University of Florida

Certificate, Environmental
Studies, University of Florida

REGISTRATION

Certified GIS Professional -
No. 31580

Certified Floodplain Manager -
No. US-06-01965



Patrick Lawson, GISP, CFM

Patrick Lawson is a certified GIS professional and floodplain manager with extensive experience providing GIS services for environmental evaluation and large scale GIS data development projects. He is well versed and experience with GIS data collection, analysis, and mapping. As the director of geospatial sciences, he deploys and automates projects for the water resources, coastal, environmental, and waterfront groups at Taylor Engineering.

REPRESENTATIVE PROJECT EXPERIENCE

Florida Department of Environmental Protection Statewide Vulnerability Assessment, FL.

Lead GIS professional for this study to conduct a statewide vulnerability assessment to sea level rise and riverine flooding. This project includes modeling rainfall/runoff and GIS mapping of flood hazards for the entire state. This is an ambitious effort and will be the first in the nation.

Florida Department of Environmental Protection Development of GIS Standards for Florida Resiliency Vulnerability Assessments.

Lead GIS professional for this study to develop a statewide vulnerability assessment GIS standard that the FDEP uses for all grant-funded VAs.

City of Venice Resilience Plan Update, Venice, FL.

Leads the GIS team in developing an infrastructure database, flood hazard mapping, sensitivity analysis, and final maps, analysis, and databases. City of Venice received a Resilient Florida planning grant which Taylor Engineering helped write, which funds this work. This plan will update the Venice Resilience Plan to be compliant with the new Florida Statute, 380.093.

Sarasota County Vulnerability Assessment, Sarasota County, FL.

Leads the GIS team to identify critical County assets that are vulnerable to flooding under existing and projected future conditions and begin identifying adaptation projects/strategies that the County could implement to protect its critical assets. The County has requested Taylor Engineering's assistance with completing a vulnerability assessment in accordance with state statutes.

City of Sarasota Vulnerability Assessment and Resiliency Plan, Sarasota, FL.

Leads the GIS team to identify critical assets, solicit feedback from the community on these assets, map flood hazard risks, perform a sensitivity analysis, and develop the final vulnerability assessment for the City.

City of St. Augustine Vulnerability Assessment, St. Augustine, FL.

Senior GIS Professional leading the creation of GIS files for storm surge, high tide flooding, and sea level rise; also participates in stakeholder meetings and public outreach. For this project, Taylor Engineering is providing coastal resilience expertise to the Jones Edmunds team conducting the City of St. Augustine Vulnerability Assessment.

Pasco County Resilient Project, Pasco County, FL.

Senior GIS Professional leading the creation of GIS files for storm surge, high tide flooding, and sea level rise in accordance with the Resilient Florida Vulnerability Assessment approach.

Punta Gorda Climate Adaptation Plan Update, Punta Gorda, FL.

Leads the GIS team to collect, analyze and map parcel, sea level rise, and surge inundation data. This project provides an update to the 2009 Climate Adaptation Plan and created a living shoreline technical guidance document. Performs vulnerability analysis using GIS and the latest available sea level rise projections published by IPCC. Report identifies vulnerable thresholds and qualitatively delineates areas of vulnerability, as well as recommendations to the City's comprehensive plan and coastal management element language.

Sarasota County Coastal Resiliency, Sarasota, FL.

GIS lead that provided shoreline change analysis and figure production. He also created automated techniques that identify inundation depths and flood risk for critical assets, neighborhoods, and other features in the study area. Provided support for project to review all regional coastal management strategies within Sarasota County, developed an inventory of local gulf beach management strategies—including historic and anticipated projects by the county and incorporated municipalities such as Longboat Key, Venice, and the City of Sarasota, evaluate portions of the coastline that fall outside of existing/managed beach project limits, and initiated a collaborative approach for all identified projects.

Venice Vulnerability Analysis and Resiliency, Venice, FL.

GIS lead that created automated techniques that identify inundation depths and flood risk for critical assets, neighborhoods, and other features in the study area. The services for this project included vulnerability analysis, stakeholder outreach workshops, and development of a resiliency and climate adaptation plan for the City of Venice.

St. Augustine Resilient Heritage in the Nation's Oldest City, St. Augustine, FL.

GIS lead that worked with a multi-disciplinary team of archaeologists, historic preservationists, landscape architects, coastal engineers, and economists who researched and created an educational publication and website for the City to use for protecting historic structures against flooding. This study featured an economic analysis of past flood events, mitigation recommendations for historic structures, and a review of policy and codes which could incentivize the City's resilience.

Punta Gorda Climate Adaptation Plan, Punta Gorda, FL.

GIS lead that provided support to collect, analyze and map parcel, sea level rise, and surge inundation data. This project provided an update to the 2009 Climate Adaptation Plan and created a living shoreline technical guidance document. Performed vulnerability analysis using GIS and the latest available sea level rise projections published by IPCC. Report identified vulnerable thresholds and qualitatively delineates areas of vulnerability, as well as recommendations to the City's comprehensive plan and coastal management element language.

Northeast Florida Regional Council: Resilience, Nassau, Duval, Clay, Baker, St. John's, Putnam, & Flagler Counties, FL.

GIS lead that provided support to collect, process, and analyze topographic, seal level rise, and storm surge inundation data. Using these data, depth grids were mapped in various locations around the study area. This Exposure Analysis uses data from the 2019 NatureServe and NFWF Coastal Resilience Assessment of the St. John's River Watershed combined with four FEMA depth grids of varying storm frequency. This project consists of data analysis, creation of GIS layers, a webpage for communities and individuals, a community survey, presentations, reports, training for NEFRC staff, and "Community Conversation" presentations at no more than four communities.



ROLE

Grant Funding Strategy

EXPERIENCE

31 Years

EDUCATION

BA, Political Science,
Stetson University

REGISTRATION

Grant Professional Certified, Grant
Professional Certification Institute

Lisa King, GPC

Lisa King has more than 31 years of experience in providing grant writing and grant administration consulting services to local governments in Florida. She is specialized in projects related to the life cycle of water, transportation, and resilience including emergency management and mitigation. Lisa has successfully obtained over \$300 million in grants to Florida local governments. **Lisa will work quickly to position Walton County to pursue implementation grants made available through the Resilient Florida Program in Summer 2025.**

REPRESENTATIVE PROJECT EXPERIENCE

Panama City Grant Consulting Services, Panama City, FL.

Comprehensive grant writing services since 1992. Funding Resource Strategy development. Highlights of successful projects include: Resilient Florida Vulnerability Assessment, Environmental land acquisition of three parks (Oaks by the Bay, Venetia Sunset and Sweetbay Wetlands Preserve) Multiple park development projects through FRDAP, CPI and LWCF programs. Restoration of historic properties such as the McKenzie House and Panama City Publishing Company, Multiple planning efforts funded through CPI and DEO's CPTA. Technical assistance on BRIC, CDBG-DR and CDBG-MIT. Technical assistance on American Rescue Plan and Infrastructure Investment and Jobs Act funding.

Seminole County Grant Consulting Services, Seminole County, FL.

Comprehensive grant writing services since 2014. Funding Resource Strategy development. Highlights of successful projects include: Multiple HMGP projects associated with Hurricanes Matthew and Irma for drainage and stormwater projects. Applications for CDBG-MIT and BRIC. Pending applications for Resilient Florida Planning and Implementation and HMGP-COVID. Technical assistance on American Rescue Plan and Infrastructure Investment and Jobs Act funding.

Florida Gulf Consortium Grant Consulting Services, 2017-2019, FL.

Comprehensive grant administration, writing and funding resource leveraging consulting for 23 county special governmental entity formed to administer RESTORE Act Pot 3 funding.

Arcadia Grant Consulting Services, Arcadia, FL.

Comprehensive grant writing services since 2017. Highlights of successful projects include: Multiple HMGP projects associated with Hurricanes Matthew and Irma. Applications for CDBG-MIT Stormwater. Multiple successful Historic Preservation grant projects for building restoration planning and implementation. 1926 City Hall, vacant for 15 years being restored with grant funding. Pending application for FDEP Wastewater grant for WWTP replacement. Technical assistance on American Rescue Plan and Infrastructure Investment and Jobs Act funding.

**ROLE**

Grant Funding Strategy

EXPERIENCE

18 Years

EDUCATIONBA, Public Policy, University of
Texas at Austin

Liz Range-Pendell

Liz Range-Pendell began her career in grants consulting at a nonprofit agency and transitioned to a private grant consulting firm specializing in local, state, and federal opportunities for municipalities, counties, councils of government, transportation authorities, and water districts. Liz has extensive knowledge in a broad range of grant programs covering planning, parks, trails/active transportation, water and wastewater infrastructure, conservation, economic development, public health, public safety, hazard mitigation, and more. She works with clients to develop long-term funding strategies for key projects, positioning them desirably with funding agencies and competitive advantages for grant awards. Liz has won over \$117 million in grant funding alone for local governments in multiple states and works with a team of professionals who have deep experience in alternative funding opportunities including state revolving funds loans.

REPRESENTATIVE PROJECT EXPERIENCE**Fallwell Lane BRIC Application, Benefit Cost Analyses, Cost Estimation, Austin TX.**

Halff supported the development of the grant application, and developed the benefit cost analysis, cost estimate, and preliminary design plans for the City of Austin's Fallwell Lane project for FEMA's Building Resilient Infrastructure and Communities program. The City requested \$50 million to prevent Austin Energy's Sand Hill Energy Center and Austin Water's South Austin Regional Wastewater Treatment Plant from failure due to a major flood event. The proposed project included multiple complex components that the Team simplified through narrative and exhibits throughout the application, including 1) raising the flood walls/flood protection levee around the utility plants and extending the levee to SH 130, and 2) mitigation through Onion Creek channel benching, acquiring mitigation drainage easements to allow for flood flows to spread out before breaching the levee, and internal drainage mitigation at the AW-SAR WWTP.

Lower Pressure Plane Pump Station, Prosper, TX.

Liz and her team secured funding for the Towns' lower pressure plane pump station to serve a growing portion of the town, including two new children's hospitals. The project supported hundreds of new jobs in Prosper, while funding desperately needed public infrastructure for the growing population. The grant totaled to \$3,000,000.

Recycled Water Infrastructure, Little Elm, TX.

Grant Assistance for securing funding to 1) construct a wastewater storage tank for recycled water use; and 2) construct a recycled water main connecting the tank to public lands for reclaimed water irrigation, saving hundreds of acre-feet per year of potable water previously used for plant washdown and irrigation through the WaterSMART: Drought Response Program. The grant totaled to \$500,000.



Leah Aidif

Leah has experience in project and contract management, grant administration, NRCS programming, NEPA, Tribal relations, data analysis, and technical writing. She is specialized in projects related to environmental conservation and contract compliance.

REPRESENTATIVE PROJECT EXPERIENCE

Resilient Florida, City of DeLand Vulnerability Assessment and Adaptation Plan. Responsible for application development. DeLand was awarded \$185,000.00 in 2023 to complete a Vulnerability Assessment and Adaption Plan for the City.

Florida Job Growth Grant, Umatilla Industrial Park Road/Water-Wastewater/Stormwater Service Expansion Phase II.

Leah and her team developed the grant application for the Lake Ferns Industrial Park expansion project. Funding from this grant will go towards the City's new Lake Ferns Industrial Park – a foundational development in supporting Umatilla, a Rural Economic Development Initiative (REDI) community, diversify their economy and improve quality of life. The new industrial park that will not only allow existing businesses to grow, but also bring close to 300 new jobs for the community. Grant Award: \$4.8 million

Conservation Compliance Coordinator, Seminole Tribe of Florida, Inc.

In her role as the compliance coordinator with the Seminole Tribe of Florida, Inc Leah was responsible for managing NRCS programming on the Brighton and Big Cypress Reservations. She was able to resolve a 7+ year backlog worth about \$3 million of NRCS EQIP contracts to avoid penalties. In order to accomplish these goals, she excelled in contract, project, and compliance management.

Native American Agricultural Fund Grant. Leah her team helped the Seminole Tribe of Florida Inc. secure funding to develop a cattle program accounting system to provide tribal producers access to accounting information on a timely basis and provide tribal cattle owners the opportunity to mitigate risk and make informed business decisions. Grant Award: \$200,000

Bureau of Indian Affairs Invasive Species Program. Leah and her team helped the Seminole Tribe of Florida, Inc. secure funding for noxious weed management across all Seminole reservations in Florida. There are many federally listed noxious weeds on the reservations that are negatively impacting the reservation lands; this money allowed the tribe to work on management plans and eradication of many of these noxious weeds. Grant Award: \$250,000

ROLE

Grant Funding Strategy

EXPERIENCE

5 Years

EDUCATION

MS, Agronomy,
University of Florida

BS, Plant Science,
University of Florida



ROLE

Civil Engineering Analysis

EXPERIENCE

30 Years

EDUCATION

BS, Civil Engineering, University of
Central Florida

MS, Environmental Engineering
Sciences, University of Central
Florida

REGISTRATION

Professional Engineer -
Florida No. 52584

Kent Boulicault, PE

Kent has more than 30 years of experience addressing water resources and environmental issues at the local, state, and federal regulatory levels. His project experience includes civil works design (flooding, water quality, and streambank stabilization), watershed master plan development, level of service analyses, resilience/vulnerability evaluations, and FEMA floodplain/floodway mapping. Kent has been a strong proponent of addressing the implications of sea level rise on our communities and developing model tools to assess our vulnerabilities and make our capital projects more resilient. He has authored and delivered multiple presentations on this subject and the implication of ignoring the groundwater flow component.

REPRESENTATIVE PROJECT EXPERIENCE

Orlo Vista Real-Time Flood Forecasting Project, Orange County, FL.

The Orlo Vista neighborhood lies in a landlocked depressional area within Orange County and has suffered catastrophic flooding during Hurricanes Irma and Ian. A pumped solution was designed by the County, but they really needed a proactive approach to operating the system in advance of a storm. SAI was responsible for developing a continuously running real-time flood forecasting system that could forecast flood depths and durations at the street and individual structure level and include a user-friendly web-based dashboard that could be used for alerts and for evaluating pump operation under “what-if” scenarios in advance of a forecasted storm. Although the modifications to the pumping station and lakes had not yet been constructed, the RTFF system was used to warn the County in advance of Hurricane Ian and the mayor warned residents and issued a voluntary evacuation order before the storm. Kent managed all aspects of this project.

SR A1A Flood Control Project (FDOT D2), Jacksonville Beach, FL.

SAI was responsible for surface water modeling for the development, refinement, and optimization of designs to mitigate persistent flooding occurring along the A1A corridor. The model was developed using ICPR4 incorporating 2D mesh elements to represent the overland flow and flood stages. Visualizations were developed to facilitate presentation to senior staff at the FDOT, City officials, and the public. Over 400 design alternative models were developed. Kent was responsible for managing this effort.

County-wide Model Development, Vulnerability Assessment, and Flood Mitigation Action Planning Support, Pinellas County, FL.

This project involved the development of a countywide model (>200 sqmi) and the evaluation of flood risks at approximately 1M critical asset point locations for both current and future conditions. Current condition flood risks were identified and mapped for 20 synthetic storm events and a slider tool was developed so that floodplain managers could slide through animations of the risks associated with a forecasted storm and take proactive steps to mitigate the risks and recover quicker. Kent managed all aspects of this project and provided technical direction.



ROLE

Civil Engineering Analysis

EXPERIENCE

30 Years

EDUCATION

BS, Civil Engineering,
University of Central Florida

REGISTRATION

Professional Engineer -
FL No. 51373

Robert Gaylord, PE

Robert has over 30 years of experience managing and designing civil engineering projects, including civil infrastructure design, flood control, erosion control, and natural systems restoration. He has extensive experience managing large project teams on projects with numerous stakeholders. Robert is known for executing projects on time and within agreed upon budgets. He has designed numerous award-winning flood mitigation projects. In addition, he has managed erosion control projects involving canal design using gabions, sheet pile walls, large block, and concrete walls. His extensive engineering experience includes the design of new and expanded drainage systems, roadways, sidewalks, parks, water, wastewater and reuse utilities, pump stations, and complex aerial utility crossings, as well as preparation of construction plans, cost estimates, specifications, and permit applications. Robert also has extensive experience in administering the construction and implementation of project designs.

REPRESENTATIVE PROJECT EXPERIENCE

CEPP South S-355W Spillway Design, USACE-Jacksonville, Miami, FL.

Robert served as lead civil engineer for this project that is a critical component of the Central Everglades Protection Plan. The project included design of a 2-bay gated spillway and a separate public access bridge involved close coordination with USACE, SFWMD, and FDOT (Tamiami Trail).

Lainhart and Masten Dam Rehabilitation, SFWMD, Jupiter, FL.

The Lainhart and Masten Dam rehabilitation project along the Loxahatchee River involved bank stabilization, repair and refurbishment of the dams and portages, and soil stabilization to reduce seepage. As a subconsultant part of a larger team, Robert was responsible for the preparation of construction plans for the selected designs. The project designs also included the removal and replacement of the existing portages with ADA-compliant structures using natural wood materials.

Fellsmere Farms Pump Station, Indian River County, FL. Robert served as Design Engineer for the design of two 150,000-gpm (335 cfs) pumping stations. Each station consisted of 3 submersible pumps lifting water approximately 20-ft over the berm into either an outlet sump or diversion sump that allowed water to flow in different directions depending on current water needs. The diversion structure consisted of 20-ft high MSE walls with a concrete bottom, 66-in diameter pipes, and sluice gates to direct the flow. Both pump stations included flap gates to prevent backflow, diesel generators with fuel tanks, and secondary containment. Robert was responsible for design, specifications, and field inspections.



ROLE

Civil Engineering Analysis

EXPERIENCE

29 Years

EDUCATION

BS, Civil Engineering, University of
Central Florida,

REGISTRATION

Professional Engineer -
Florida No. 54013

Qualified Stormwater Management
Inspector - No. 29648

DBIA No. D-413

Rob Ern, PE, DBIA

Rob Ern has completed over 100 water and wastewater pipeline projects in Florida, including the design of over 400,000 lf of collection and distribution infrastructure in the last five years. He also has extensive knowledge of permitting through various agencies, including FDEP and FDOT. **In addition, Rob brings extensive grant application development and funding experience having assisted various clients in receiving more than \$19.4 million in grants and \$52 million in loans.**

REPRESENTATIVE PROJECT EXPERIENCE

SR 46 Utility Design, Mount Dora, FL.

Principal-in-Charge and Engineer-of-Record responsible for assisting the City of Mount Dora with detailed design drawings for the construction of a new 16-inch waterline, 16-inch reclaimed waterline, dual 8-inch and 16-inch force mains, and a 12-inch gravity sewer constructed within the FDOT right of way. The fast-track design was completed in three months to allow the construction to be completed prior to FDOT beginning their construction. The project consisted of 37,300 lf of pipeline.

Eagle Ridge Phase III Reclaimed Water Main, Groveland, FL.

Principal-in-Charge and EOR responsible for the oversight of the transfer of treated reclaimed water via an interconnection to two facilities to optimize usage of the reclaimed water between two wastewater treatment plants. The team provided surveying, design, permitting, bidding, and construction oversight. The project included 41,000 lf of 12-inch reclaimed water transmission main, and five pumps. The SJRWMD cost-share program grant contributed \$1.2 million towards the project cost.

SSU/SEWWCA Water, Wastewater, and Reclaimed Water Mains, Phase 1-3, The Villages, FL.

Principal-in-Charge and EOR responsible for the pipeline design that increases in diameter the closer the pipes get to the water treatment plant due to more capital lift stations pumping into the pipelines, and also to allow for anticipated future capital lift stations to pump into the system. The project included 5,200 lf of water main, 59,900 LF of reclaimed water main, and 46,600 lf of wastewater force main.

Group 2, 3, & 4 Waterline Replacement, Deltona, FL.

This retrofit project replaces aging water main pipes and upgrades lines that are currently too small to provide proper fire protection. Halff is providing survey, design, permitting and construction administration services for the replacement of approximately 10,600 lf of piping. This project is currently in design.

Waterbrooke Lift Station and Utility Lines, Clermont, FL.

Principal-in-Charge for the design and construction of utility improvements to serve the new Waterbrooke subdivision and offsite utility customers. Halff provided design for a new capital lift station, capital water main, capital force main and reclaimed main, and provided permitting, construction bid documents, and administration services.



ROLE

Civil Engineering Analysis

EXPERIENCE

7 Years

EDUCATION

BS, Civil Engineering,
Hydrology, and Water
Resources, University of
Florida

REGISTRATION

Professional Engineer -
Florida No. 81393

Cody Smith, PE

Cody Smith brings design experience on a variety of land development projects for commercial, industrial, and residential sector clients. His design experience includes due diligence and site investigation reporting, site design, stormwater management design, utilities design, local and state permitting, and project construction administration. He is proficient in ICPR 3, ICPR 4, Flowmaster, and Hydraflow.

REPRESENTATIVE PROJECT EXPERIENCE

Entrada Amenity Center, Saint Augustine, FL.

Stormwater engineer. This project involved a detail design and permitting for Phase 1 for the Entrada Amenity Center. Phase 1 amenity center is four acres and includes a 3,700-sf pool, 1,500-sf splash pad, 5,000-sf club building, tot lot, two pickleball courts, and a shade structure.

Waterford Lakes Amenity, Saint Augustine, FL.

Stormwater engineer. This project involved design development and construction drawings for the Waterford Lakes Community amenity center located on 1.18 acres, near the entry of the community. The amenity center includes a 2,800-sf pool along with a children's splashpad. Waterford Lakes is planned as a 400-townhome community on approximately 63.08 acres.

The Rookery Amenity Center and Park, Green Cove Springs, FL.

Stormwater engineer. This project included an 11.28-acre amenity center and 3-acre park to accommodate the Rookery Development's Phase 1 of construction. The amenity center includes an open air multi-use field, multiple pools, pickleball, dog park facilities, walking trails, and parking.

Freedom at Sawmill Amenity Center, Palm Coast, FL.

Stormwater engineer. Halff prepared a conceptual design, detailed design, phasing and permitting plans for this 1.3 acre amenity center. The amenity center includes a main club building, lagoon style pool, pickleball, dog park facilities, walking trails, shade structures, and parking.

City of Jacksonville, Willow Branch Canal Stabilization, Jacksonville, FL.

Halff is currently in the design stage of the Willow Branch stabilization. The project involves the removal of failed structural walls and restoration of the channel by means of non-structural, low-impact, natural elements with the creation of wetland areas. The channel flows through Willow Branch Park, thus the pedestrian connectivity by sidewalks and pedestrian bridges is another design element of the project. Cody is serving as the lead drainage design engineer for the project.

2. Past Performance/References

CITY OF PANAMA CITY
Jennifer Aldridge | Floodplain Administrator
 P 850.872.3004
 E jaldridge@panamacity.gov
 9 Harrison Avenue
 Panama City, FL 32401

CITY OF ST. AUGUSTINE*
Julie Courtney | Historic Preservation Officer
 P 904.209.4283
 E jcourtney@citystaug.com
 75 King Street
 St. Augustine, FL 32085

CITY OF PORT RICHEY
Pamela Lynch | CRA/Grant Coordinator
 P 727.835.1270 ext. 130
 E p.lynch@cityofportrichey.com
 6333 Ridge Road
 Port Richey, FL 34668

CITY OF PUNTA GORDA*
Mitchell Austin | Urban Design Manager
 P 941.575.3335
 E maustin@cityofpuntagordafl.com
 2705 Tamiami Trail, Unit 217
 Punta Gorda, FL 33950

CITY OF JACKSONVILLE
Anne Coglianese | Chief Resilience Officer
 P 904.255.7939
 E acoglianese@coj.net
 214 N. Hogan Street, Suite 800
 8th Floor
 Jacksonville, Florida 32202

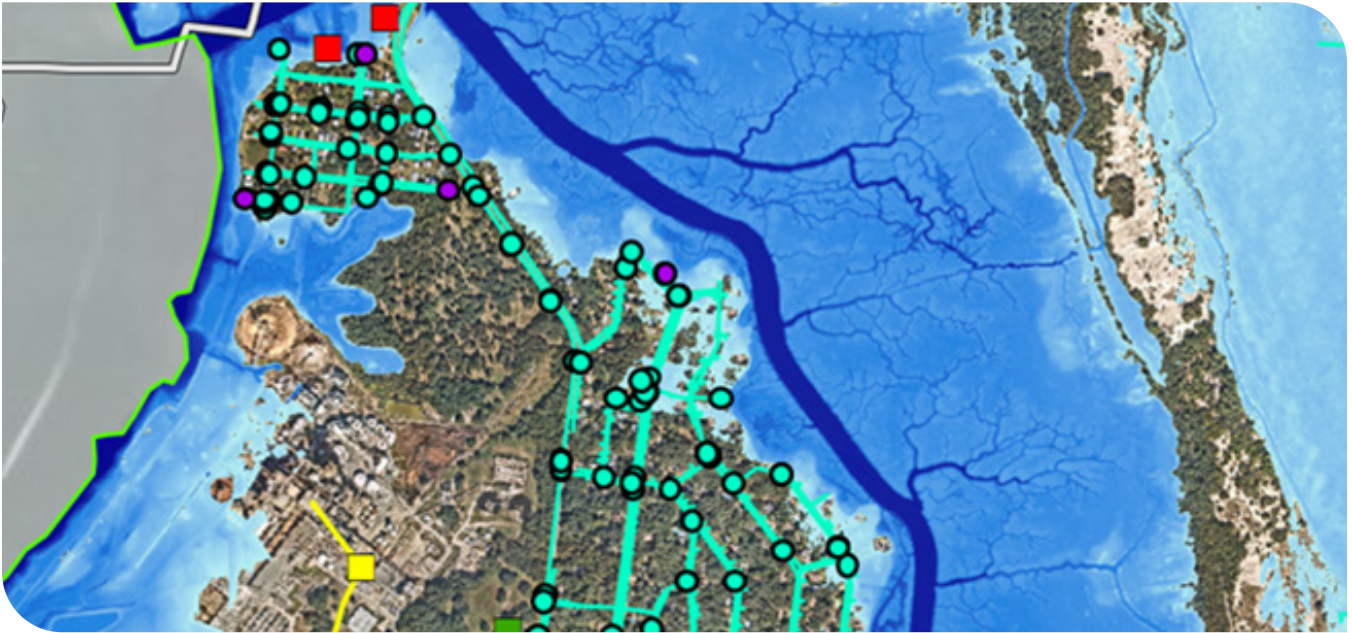
*Taylor Engineering Project References



Halff with Florida's Chief Resilience Officer (CRO), Dr. Wes Brooks

Fernandina Beach Vulnerability Assessment (VA)

City of Fernandina Beach | Fernandina Beach, FL



Halff supported the City of Fernandina Beach throughout 2023 in conducting a Vulnerability Assessment. Fernandina Beach is particularly vulnerable to flooding and sea level rise because of its geographical location near the Atlantic Ocean, St. Marys River, and Intracoastal Waterway.

Halff worked with local officials to inventory critical and regionally significant assets, develop flood rasters for current and future flood scenarios, and evaluate the vulnerabilities of critical assets. The project also included public outreach workshops and the identification of focus areas.

Size: 15.7 sq mi

Completed: 2024

Reference

Kelly Gibson
Planning & Conservation Director
City of Fernandina Beach
kgibson@fbfl.org
904.310.3481

Fernandina Beach will now utilize findings from the assessment to inform current and future grant funding priorities. This project was funded by the Resilient Florida Program and was fully compliant with all statutory requirements for vulnerability assessments. While the project was being conducted, Halff also assisted Fernandina Beach with submitting a grant application to the Resilient Florida Program to fund the development of a subsequent Adaptation Plan.

City of Jacksonville 50-year Resilience Strategy

City of Jacksonville | Jacksonville, FL



Following the City of Jacksonville's hiring of a Chief Resilience Officer (CRO) in 2021, the City selected a team of consultants, including Halff, to support the development of a Comprehensive Flood Adaptation Strategy.

This extensive process unfolded over 18 months and utilized a Structured Decision Making Framework to engage stakeholders and evaluate policies, programs, and infrastructure solutions specifically aimed at enhancing flood resilience. The goal was to guide the City's flood adaptation decisions for the next 50 years and beyond.

As part of this contract, Halff served as a key member of the core planning team, responsible for supporting the CRO in creating a comprehensive inventory of flood resilience activities across Jacksonville. This included identifying effective policies, solutions, and pathways forward, coordinating the City's existing vulnerability assessment with the flood adaptation strategy development team, and developing present and future flood hazard layers for both coastal and riverine sources. Additionally, Halff conducted in-depth analyses of climate vulnerabilities specifically related to flooding across Jacksonville.

In the lead-up to this process, Halff was also heavily involved in related flood resilience initiatives led by the City of Jacksonville, the Mayor's Office, and the City Council. Sean Lahav, in his previous role with the Northeast Florida Regional Council, served as the Lead External Advisor to City Council members on the Special Committee on Resiliency and authored the Special Committee's Final Report. Guillermo Simon contributed as a Subject Matter Expert on the Environmental Planning Subcommittee of the Special Committee, focusing on integrating flood adaptation measures into broader resilience strategies.

Size: 840 sq mi

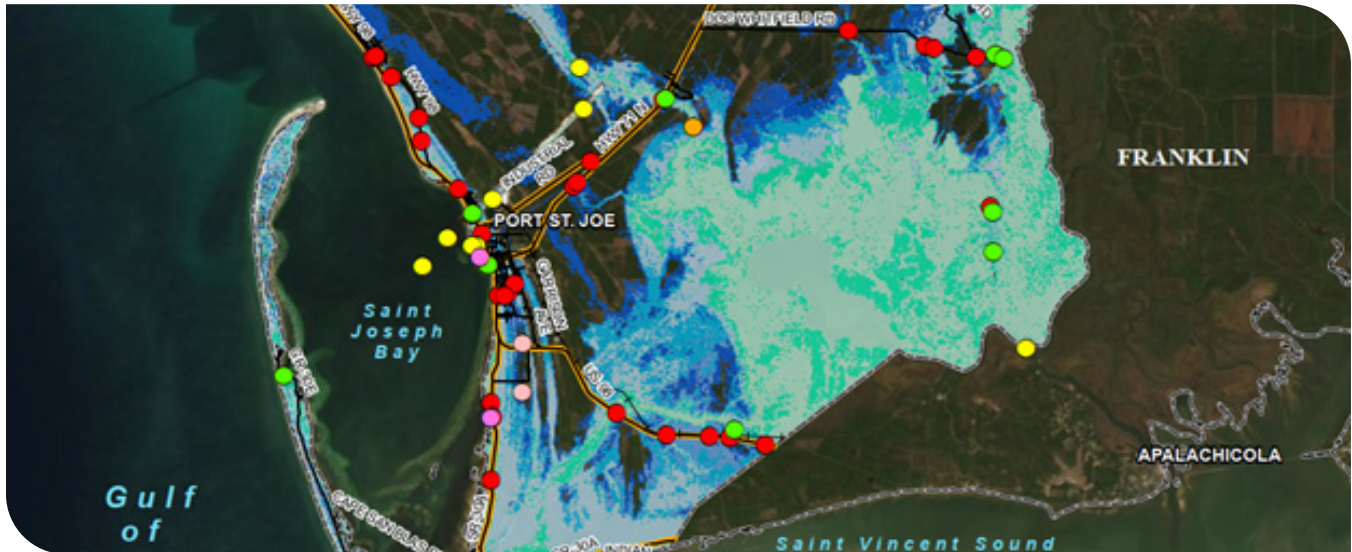
Completed: 2023

Reference

Anne Coglianese
Chief Resilience Officer
City of Jacksonville
acoglianese@coj.net
904.255.7939

Apalachee Regional Vulnerability Assessment (VA)

Apalachee Regional Planning Council | Counties of Calhoun, Franklin, Gadsden, Gulf, Jackson, Jefferson, Leon, Liberty, and Wakulla, FL



Halff was awarded a contract in March of 2022 to develop a regional climate vulnerability assessment for the nine-county Apalachee Region.

In supporting the Apalachee Regional Planning Council (ARPC) with implementation steps of a Regional Resilience Entity grant awarded by the FDEP Resilient Florida Program, the focus of the project was to comprehensively evaluate current and future climate vulnerabilities across the region and the risks presented by those vulnerabilities to critical and regionally significant assets.

Halff identified critical and regionally significant assets across the region, developed a comprehensive GIS interface to inventory those assets, and then obtained climate hazard data related to flooding, storm surge, sea level rise, precipitation, and compound flooding. Once asset and climate datasets were obtained, a team of coastal engineers and water resource experts then evaluated the spatial extent of different climate scenarios and the intersections of those climate scenarios with a broad range of critical and regionally significant assets.

Additionally, site condition analyses were conducted for 36 individual assets across the region to ground the results of the assessment in locally applicable context and conditions. A guiding objective of the entire process was to confirm that 380.093 F.S. requirements were integrated into every step of the assessment. Through this regional project, Halff obtained the most up-to-date data and information related to climate hazard scenarios and critical asset information, including recently published 2022 NOAA Sea Level Rise Projections.

Size: Counties of Calhoun, Franklin, Gadsden, Gulf, Jackson, Jefferson, Leon, Liberty, and Wakulla, Florida

Completed: 2022

Reference

Josh Adams
Environmental Planning Program
Manager
ARPC
JAdams@arpc.org
850.488.6211

City of Port Richey Adaptation Plan (AP)

City of Port Richey | Port Richey, FL



In 2023, Halff supported the City of Port Richey in conducting a Vulnerability Assessment and preparing a comprehensive Adaptation Plan. Situated in the Tampa Bay region along the Gulf of Mexico, Port Richey faces significant threats from flood inundation due to storm surge and rising sea levels, making effective adaptation strategies crucial for the community's future.

The primary objective of the Adaptation Plan was to systematically identify areas at risk, assess the exposure of critical and regionally significant assets, and evaluate viable infrastructure adaptation strategies to enhance the City's resilience. The assessment revealed that Port Richey is highly susceptible to both current and projected inundation impacts, largely due to its low-lying topography and coastal location.

The project sought to achieve several key outcomes: first, to map and analyze vulnerable areas to provide a clear understanding of where the most significant risks lie; second, to identify and prioritize critical assets — such as public infrastructure, residential neighborhoods, and natural resources — at risk of flooding; and third, to propose a range of infrastructure adaptation strategies that could be implemented to mitigate these risks effectively.

These strategies included measures such as improving stormwater management systems, enhancing coastal defenses, and incorporating nature-based solutions like restoring wetlands to absorb floodwaters. The plan emphasized community engagement throughout the process, verifying that local stakeholders had input into the adaptation strategies that best fit their needs and priorities.

Size: 2.28 sq mi

Completed: Ongoing

Reference

Pamela Lynch
CRA/Grant Coordinator
City of Port Richey
p.lynch@cityofportrichey.com
727.835.1270 ext. 130

Funded by the Resilient Florida Program, this project adhered to all statutory requirements for vulnerability assessments, verifying that the plan not only met regulatory standards but also positioned Port Richey for future funding opportunities and strategic partnerships. Ultimately, the Adaptation Plan aims to empower Port Richey to proactively address climate impacts, safeguard its critical assets, and foster a resilient community prepared for the challenges ahead.

City of Panama City Adaptation Plan (AP)

City of Panama City | Panama City, FL



In 2023, Halff supported the City of Panama City in conducting a comprehensive Sea Level Rise Vulnerability Assessment and preparing a robust Adaptation Plan. This project was deemed critically important by the community and the region, especially in light of the devastating impacts experienced after Hurricane Michael struck the Florida Panhandle as a Category 5 storm.

The Adaptation Plan aimed to achieve several key objectives: to assess the vulnerabilities of critical and regionally significant assets, to develop effective adaptation strategies, and to prioritize actionable steps that the City could pursue immediately. Halff guided Panama City through the entire process, starting with the development of an inventory of essential assets — ranging from public infrastructure to natural resources — and evaluating their exposure to a variety of current and future flood hazards.

A significant component of the project was the identification of tailored adaptation strategies designed to enhance the resilience of the community. These strategies included measures such as upgrading drainage systems, reinforcing coastal infrastructure, and exploring nature-based solutions like wetland restoration to mitigate flooding risks. Additionally, the plan outlined potential grant opportunities for funding these initiatives, verifying that Panama City could take concrete steps toward implementation.

Public engagement was central to the planning process, and Halff successfully facilitated two outreach meetings that brought together community members and elected officials. These collaborative sessions not only informed the vulnerability assessment but also helped identify and refine solutions that resonated with local priorities and concerns.

Funded by the Resilient Florida Program, the project fully complied with all statutory requirements for vulnerability assessments, laying the groundwork for a strategic and inclusive approach to climate adaptation. Ultimately, the Adaptation Plan empowers Panama City to proactively address the challenges posed by sea level rise, enhance the resilience of its critical assets, and safeguard the well-being of its community for the future.

Size: 41.27 sq mi

Completed: Ongoing

Reference

Jennifer Aldridge
Disaster Recovery/Floodplain
Manager
City of Panama City
jaldridge@panamacity.gov
850.872.3004

Pasco County Living Shorelines Plan (LSP)

Pasco County | Pasco County, FL



Phase 5 of the Resilient Pasco Project was initiated in response to the growing challenges of coastal flooding in Pasco County, Florida, especially following Hurricane Idalia in 2023. This phase aimed to develop conceptual living shoreline plans for three public parks — Anclote River Park, Key Vista Nature Park, and Robert K. Rees Memorial Park — addressing erosion, storm surge, and environmental degradation.

Over six months, a multidisciplinary team conducted site visits, surveys, and coastal wave analyses to inform the designs, integrating local knowledge and data on subaquatic vegetation. Proposed solutions included using oyster bags at Anclote River Park to dissipate wave energy, planting mangroves at Key Vista Nature Park for habitat stabilization, and reinforcing the seawall at Robert K. Rees Memorial Park to combat erosion.

Additionally, the project identified policy recommendations for incorporating living shorelines into Pasco County's comprehensive plan and produced educational materials for community engagement. Challenges included limited funding, regulatory constraints, and geographic limitations, which were addressed through collaboration and quality control measures.

Lessons learned emphasized the importance of adaptive management and public outreach. Next steps will focus on translating the conceptual plans into implementation strategies and securing funding for the proposed projects, enhancing Pasco County's resilience to climate impacts.

Size: 868 sq mi

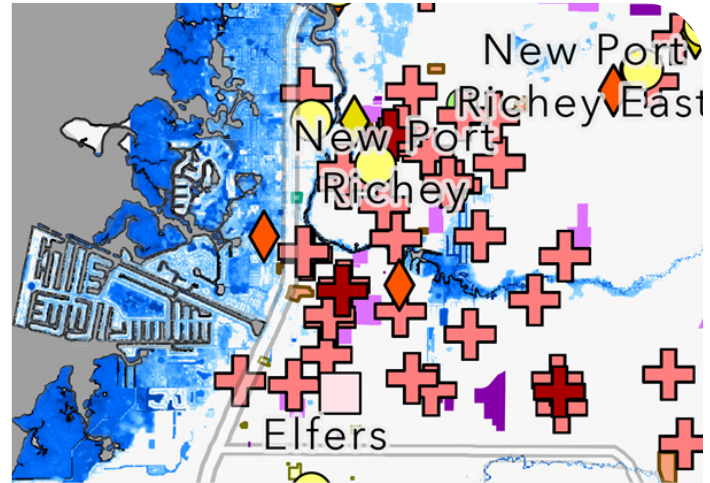
Completed: Ongoing

Reference

Amanda Hill
Senior Planner
Planning Services Planning and
Economic Growth Department
Development Services Branch
Pasco County
ahill@pascocountyfl.net
727.847.8140 x7319

Resilient Pasco Project

Pasco County | Pasco County, FL



Halff continues to support Pasco County with the development of the Resilient Pasco Project, anticipated to be completed in Spring 2025. The project is a first-of-its-kind initiative for Pasco County that aims to develop a comprehensive resilience and sustainability strategy. The project's scope of work has included developing a risk and vulnerability assessment, living shorelines plan, and resilience and sustainability action plan.

Halff developed a living shorelines plan by evaluating the conditions of three coastal parks and developing construction plans to inform implementation. The plan also included extensive guidelines for informing the planning and implementation of living shorelines across both coastal and riverine areas of the county.

Halff's development of a risk and vulnerability assessment for the county included inventorying critical and regionally significant assets and evaluating the vulnerabilities of these assets to current and future tidal flooding, storm surge, sea level rise, compound flooding, and rainfall. The analysis evaluated current conditions through the planning horizons of 2040, 2070, and 2100. Halff also conducted a depth-damage functions analysis of critical assets where finished floor elevation (FFE) data was available.

In June 2024, Halff facilitated eight workshops across Pasco County, including four public engagement workshops and four internal stakeholder engagement workshops comprised of government staff and private industry representatives.

Halff is currently in the final phase of the project, where a resilience and sustainability action plan comprised of 40 goals is currently being developed to guide implementation objectives over the next decade and beyond.

Size: 868 sq mi

Completed: Ongoing

Reference

Amandla Hill
Senior Planner
Planning Services Planning and
Economic Growth Department
Development Services Branch
Pasco County
ahill@pascocountyfl.net
727.847.8140 x7319

Amelia Island Plantation Community Association Localized Flooding Review

Amelia Island | Nassau County, FL



The Amelia Island Plantation Localized Flooding Review was a preliminary initiative aimed at addressing flooding vulnerabilities within the private community of Amelia Island, Florida. Led by Halff, the project focused on developing a localized flooding review and strategic plan to enhance the community association's coastal resilience and climate adaptation objectives.

The process included a preliminary flood risk analysis that assessed current and future flood conditions, examining factors such as storm surge, tidal flooding, and sea level rise. This analysis identified key vulnerabilities impacting infrastructure and natural resources within the community.

Halff worked closely with the community association's leadership, including the Board President, Executive Director, and Operations Manager, to outline strategic priorities for mitigating flood risks. The team emphasized the importance of public-private partnerships, capital improvements, and innovative financing options to implement effective infrastructure solutions.

The final review provided actionable recommendations that not only addressed immediate flooding challenges but also supported long-term sustainability goals for Amelia Island Plantation. This initiative positioned the community to proactively manage flooding risks while fostering collaboration among stakeholders to promote a resilient coastal environment.

Size: N/A

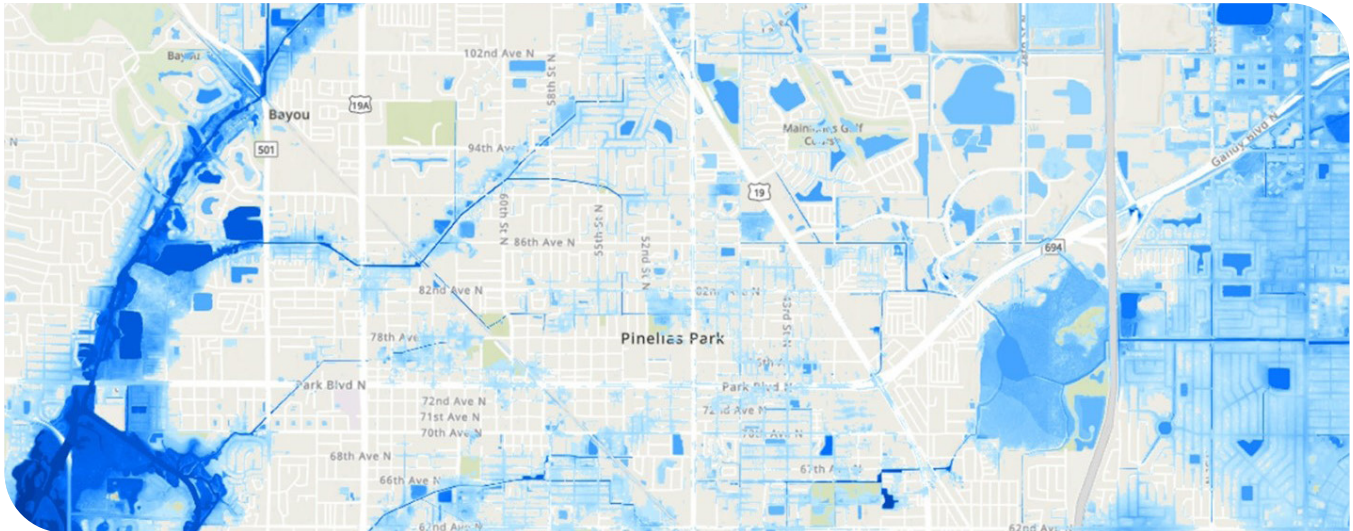
Completed: 2023

Reference

Judy Raggimoore
AIPCA Board Member
judyaipca@gmail.com

Tampa Bay Regional Inundation Coordination (TBRIC)

Tampa Bay Regional Planning Council | Citrus, Hernando, Hillsborough, Manatee, Pasco, and Pinellas Counties, FL



Halff and Taylor Engineering led the development of the Tampa Bay Region's unified approach to vulnerability assessments and flood inundation mapping in 2023.

The project was focused on identifying best practices for vulnerability assessments across the Tampa Bay region and developing a GIS geoprocessing application to be utilized by member counties and municipalities in conducting vulnerability assessments pursuant to the requirements of Section 380.093, Florida Statutes.

Halff launched the project by conducting research interviews with more than a dozen professionals representing government, industry, and academia. The remainder of the project was focused on developing a GIS geoprocessing application capable of processing flood data from a variety of both public and private sources and producing flood risk maps.

Halff and Taylor Engineering worked in collaboration with the University of Florida (UF) on this project where university representatives conducted a third-party review of the geoprocessing application. The project encompassed 4,998 square miles and benefited 7 counties and 21 municipalities. The TBRIC project was designed to be compliant with Resilient Florida statutory requirements for current and future flood scenarios, and GIS data standards and was funded through the Resilient Florida Program.

Size: 4,998 sq mi

Completed: 2023

Reference

Cara Serra Woods
Principal Resiliency Planner
Tampa Bay Regional Planning
Council
cara@tbrpc.org
727.570.5151



The TBRPC and Halff were recognized in 2024 with a ESRI Special Achievement in GIS Award at the national level.

Compass Production and Technical Services Joint Venture

FEMA Region 4, 6, and 7



The U.S. Department of Homeland Security's Federal Emergency Management Agency (FEMA) recently awarded Compass Production and Technical Services Joint Venture (Compass PTS JV) a contract to provide production and technical architecture and engineering services for the Risk Mapping, Assessment and Planning (Risk MAP) Program.

The Compass PTS JV is comprised of AECOM, ABS Group, CDM Federal Programs Corporation, Fugro, Halff Associates, T&M Associates, and numerous small business and specialty subconsultants. Its scope of work includes natural hazard analyses, risk assessments, building sciences expertise, and rapid response when disasters strike.

Under the new single-award contract, Compass PTS JV will deliver a wide range of services related to flood risk analyses, hazard mapping, disaster response, and risk reduction. Compass will leverage its state-of-the-art engineering and mapping capabilities that allow for vast amounts of high-quality hyperlocal flood hazard and risk data and information at state-level scales.

The contract comprises scope requirements that fall within FEMA Regions 4, 6, and 7, a geographic area characterized by the most severe and frequent river, coastal, and urban flooding in the nation, among other natural hazards.

FEMA Region 4 states are Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee; FEMA Region 6 states are Arkansas, Louisiana, New Mexico, Oklahoma, Texas; and FEMA Region 7 states are Iowa, Kansas, Missouri, and Nebraska.

Size: FEMA Region 4, 6, and 7

Completed: Ongoing

Reference

Ron Wanhanen, PE
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640.383.7334

Sea Level Rise Adaptation Plan Don CeSar Neighborhood

City of St. Pete Beach | St. Pete Beach, FL



The City of St. Pete Beach needed to address resiliency associated with sea level rise (SLR) and impacts to neighborhoods during various storm events. In collaboration with the City and other consultants, Halff provided two adaptation alternatives for the Don CeSar neighborhood. Utilizing the City's Coastal Resiliency Plan Stormwater Master Plan Update, GIS layers, along with other existing information, Halff characterized the neighborhood's environmental and manmade conditions. Using readily available information, Halff articulated the range of high tide, nuisance, and SLR flooding risks related to the existing neighborhood. Factoring in the City's 2050 SLR projections, Halff developed two conceptual designs to graphically illustrate potential strategies to help the neighborhood adapt to future risks. Objectives for the Conceptual Designs for Adaptation included:

- Reducing nuisance flooding frequency
- Mitigating damage to structures and infrastructure associated with flooding
- Enhancing neighborhood aesthetics through engineering with nature approach
- Identifying solutions for relocating, retrofitting or armoring water, wastewater and drainage utilities and roadways at risk

The conceptual designs for adaptation built on existing strengths and assets in the Don CeSar neighborhood, including Lazarillo Park, adjacent mangrove vegetation and wildlife habitat, as well as the neighborhood street network and seawall-adjacent rights of way. The resulting landscape and engineering graphics illustrated how these concepts not only addressed infrastructure challenges, but also improved the long-term resilience and livability of the neighborhood.

Size: Protected Area Covers - 40 acres with a Perimeter - 1.1 miles

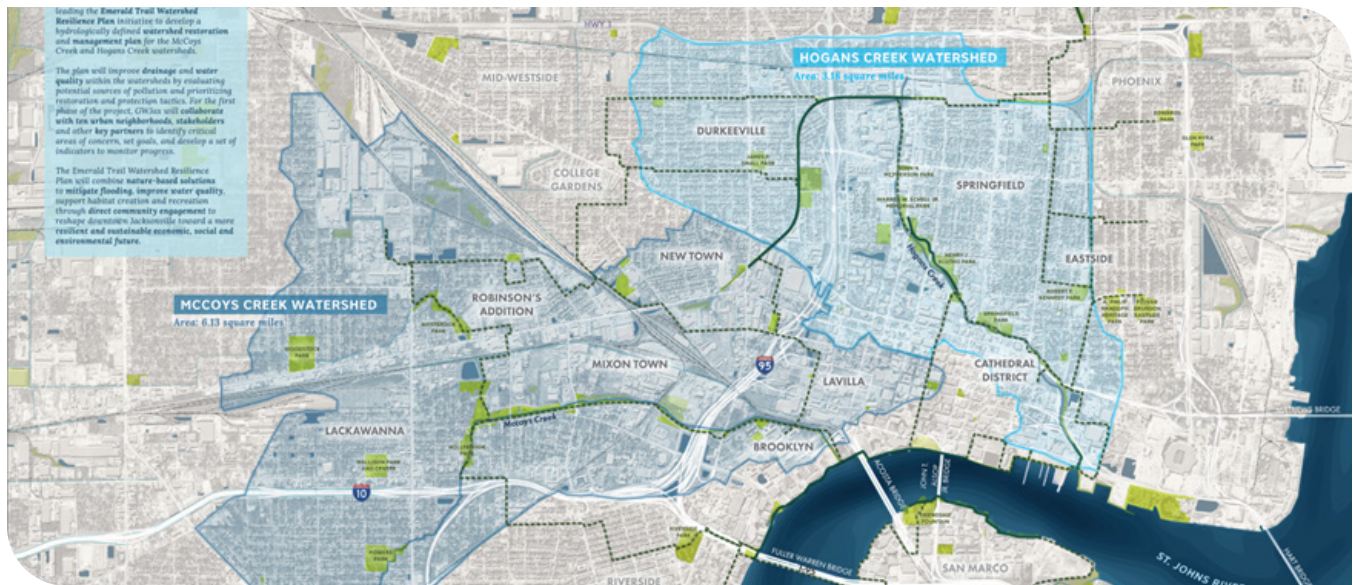
Completed: 2020

Reference

Brett Warner, PE
Assistant Public Works Director
City of St. Pete Beach
bwarner@stpetebeach.org
727.363.9254

Hogans & McCoys Creek Watershed Resilience

Groundwork Jacksonville | Jacksonville, FL



Halff is providing Groundwork Jacksonville (GWJax) with planning, engineering, and landscape architecture services for the development of the Emerald Trail Watershed Resilience Plan, a hydrologically defined watershed restoration and management plan for the McCoys Creek and Hogans Creek watersheds located in Jacksonville's urban core. Once implemented, the plan will advance the resilience of urbanized, historic communities using green infrastructure solutions that reduce flooding and improve water quality.

The plan will characterize the watersheds' hydrology and water quality, evaluate potential sources of pollution, and prioritize green infrastructure tactics. Development and implementation of this plan involves close, frequent coordination with receiving communities. The initiative follows the US Environmental Protection Agency's six-step process to build an effective watershed plan.

During the first phase of the project, Halff and GWJax executed an outreach plan that included walks and events with residents and leaders of ten historic neighborhoods to establish relationships and identify critical areas of concern. Future phases of the project will set goals and develop indicators to guide the monitoring progress. Halff also communicates regularly with the project's Technical Advisory Board and the Watershed Stakeholder Group who are guiding the overall process.

Halff completed a detailed rain-on-mesh hydrology and hydraulic model to evaluate various rainfall intensities and physical settings. Model results will be validated using high water mark and radar rainfall data collected by the City of Jacksonville for Tropical Storm Fay (2008), and with anecdotal information provided by residents and the City. Halff is currently developing a water quality model that breaks up the Hogans and McCoys Creek watersheds into more than 300 sub-basins. Both models will support the decision-making process for implementation of green infrastructure.

The Emerald Trail Watershed Resilience Plan will combine nature-based solutions to flood mitigation with water quality improvements and direct community engagement to reshape downtown Jacksonville toward establishing a more resilient and sustainable economic, social, and environmental future.

Size: 9.3 square miles

Completed: Ongoing

Reference

Kay Ehas

CEO

Groundwork Jacksonville

kay@groundworkjacksonville.org

904.401.0453

Planning for Climate Mitigation and Adaptation

American Planning Association



Matt Bucchin from Halff recently supported the American Planning Association (APA) in authoring PAS Report 601, Planning for Climate Mitigation and Adaptation Planning.

Climate change is a global challenge that demands global solutions combined with local action. This includes mitigating future climate change through the reduction of greenhouse gas (GHG) emissions and adapting the built and natural environments to the changes already taking place or anticipated to take place in the future.

PAS Report 601, Planning for Climate Mitigation and Adaptation, provides an overview of the necessary information and tools needed by planners to take leadership roles in helping our communities respond to climate change. It summarizes essential historical and scientific background information so that planners can be informed participants in future collaborative discussions about climate change, and it offers comprehensive guidance on climate mitigation and adaptation so that planners are better prepared to advance climate resilience in our communities.

Size: N/A

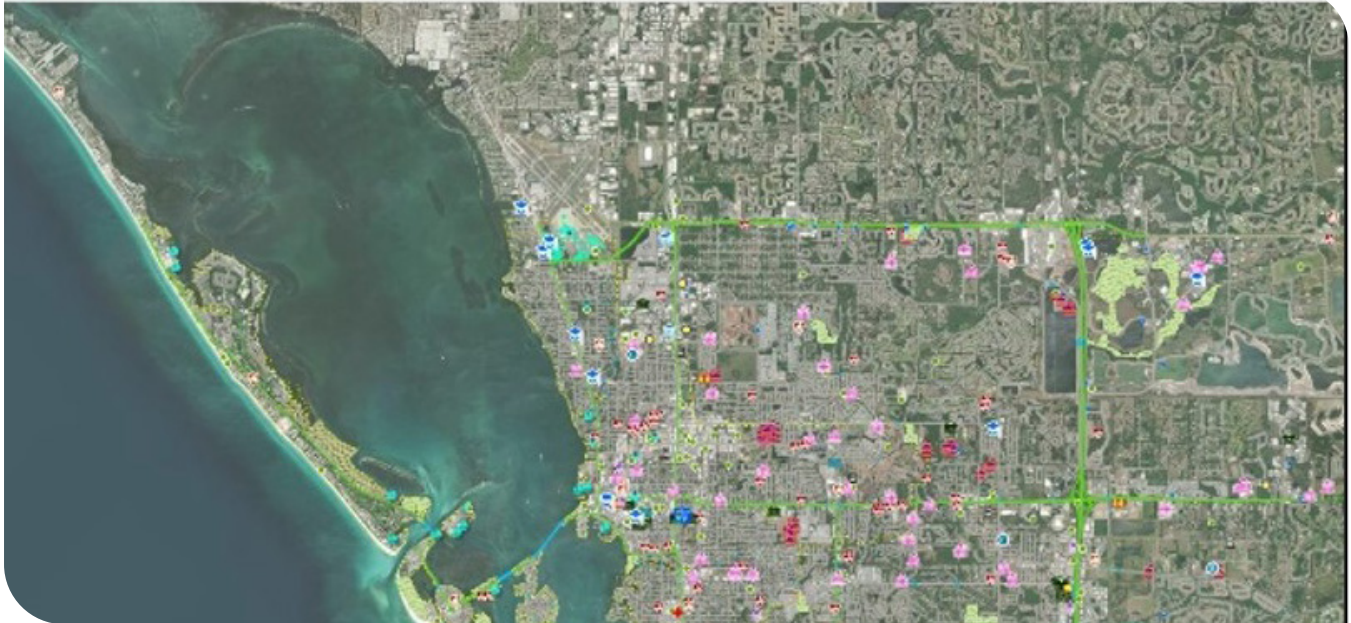
Completed: 2022

Reference

Ann Dillemoth, AICP
Senior Research and Professional
Practice Associate | PAS Editor
American Planning Association
ad@planning.org
312.786.6352

Sarasota County Vulnerability Assessment and Resilience Plan

Sarasota County | Sarasota County, FL



Sarasota County recently applied for and was awarded grant funding to complete a County-wide Vulnerability Assessment (VA) through the Florida Department of Environmental Protection (FDEP) Resilient Florida Grant Program. The County requested Taylor Engineering's assistance with completing the VA in accordance with FS 380.093 and the Standardized Vulnerability Assessment: Scope of Work Guidance. The primary goals of the VA are to identify critical County assets that are vulnerable to flooding under existing and projected future conditions and begin identifying adaptation projects/strategies that the County could implement to protect its critical assets.

Size: 725 sq mi

Completed: Ongoing

Reference

Sara Kane
Sustainability and Resilience
Manager
Sarasota County
skane@scgov.net
941.861.9802

First, Taylor compiled background data including critical and regionally significant asset inventory, topographic data, and floor scenario-related data. Next, the team will produce an in-depth exposure analysis as well as a sensitivity analysis to help the County identify and prioritize which critical assets are at risk to future coastal flooding. The analysis consists of a Geographic Information System (GIS)-based comparison of the elevation of County infrastructure elements with respect to sea level rise projections and storm surge. The flood inundation scenarios evaluated are a combination of present-day water levels, two future sea level projections, and extreme-event rainfall volumes. The final product will consist of a vulnerability assessment report with maps and tables providing details on the results and conclusions of the study, based on the statutory required scenarios and standards. If necessary, a peril of flood compliance plan will be provided. Throughout the entirety of the report development process, Taylor will maintain contact with the public and stakeholders to encourage community engagement.

As additional non-grant tasks, the County also requested a community level analysis as well as technical support for grant applications. A community-level vulnerability analysis will be performed and communicated with business leaders and citizens and also include an interactive WebMap for people to view the flood scenarios.



Punta Gorda Climate Adaptation Plan Update

City of Punta Gorda | Charlotte County, FL



Size: 21.87 sq mi

Completed: Ongoing

Scope: Technical research & synthesis of findings, vulnerability assessment, flood inundation scenarios, future sea level rise projections, stakeholder engagement & public outreach

Reference

Mitchell Austin
Urban Design Manager
City of Punta Gorda
maustin@cityofpuntagordafl.com
941.575.3335

The City of Punta Gorda was awarded a 2018-19 Florida Resilient Coastlines Resiliency Planning grant, administered by Florida Department of Environmental Protection (FDEP). Taylor Engineering was contracted to conduct a vulnerability analysis for city-owned critical infrastructure, prepare an addendum to the 2009 climate adaptation plan with a living shoreline element, and provide adaptation recommendations. In 2021, Punta Gorda received funding through the FDEP's Resilient Florida Grant Program to update the Climate Adaptation Plan to current standards and updated guidance pursuant to Section 380.093.

The 2019 vulnerability assessment was conducted to address public infrastructure within City limits, with an emphasis on coastal flooding impacts to critical facilities and historic properties. The purpose of a vulnerability assessment is to allow communities to identify and prioritize structural and social assets that are likely to be impacted by future coastal flooding and sea level rise. This analysis used a Geographic Information System (GIS)-based bathtub model assessment of the City's public infrastructure with respect to sea level rise projections and tropical storm surge stillwater elevations (SWEL). Publicly owned building finished floor elevations were compared to future sea level rise thresholds and storm surge inundation depths. Vulnerable regions were consolidated into different focus areas that had specific adaptation strategy recommendations. To further refine the focus areas, public workshops were held to engage stakeholders and obtain feedback on perceived vulnerabilities and priority critical assets. Once vulnerable focus areas and specific affected infrastructure were determined, a range of micro- and macro- adaptation strategies were evaluated and identified for each focus area, including recommended updates to the City's Comprehensive Plan regarding coastal resilience.

Living shorelines have been implemented since the City's inception with the preservation of greenspace. Among the adaptation strategies identified, living shorelines are a key strategy for shoreline management. The City contracted Taylor Engineering to develop a living shoreline technical guidance document for future planning, design, and permitting of living shoreline opportunities. The Punta Gorda City Council adopted the plan on October 2, 2019, and carried out some of the adaptation options in the following years.

The 2021 update includes an updated VA to comply with the new guidance related to the flood hazard scenarios, sea level rise projections, and critical asset inventory. Refined adaptation strategies are provided for the focus areas based on the findings of the VA and the community's needs and priorities.



Florida Department of Environmental Protection Statewide Vulnerability Assessment

State of Florida

The Resilient Florida Program within the Office of Resilience and Coastal Protection (ORCP) of the Florida Department of Environmental Protection (FDEP) was tasked with developing a comprehensive statewide flood vulnerability and sea level rise (SLR) assessment (Statewide Assessment). FDEP contracted Taylor Engineering to produce a Statewide Assessment using consistent flood-risk databases across the state. Taylor Engineering, in collaboration with Fathom and Jones Edmunds (Project Team), developed a consistent set of flood risk maps for coastal and inland flooding conditions and assessed the flooding depth at critical infrastructure statewide.

Size: Statewide

Completed: 2024

Reference

Eddy Bouza
Planning and Policy Administrator
Florida DEP
850.245.7562
Eddy.Bouza@FloridaDEP.gov

The State of Florida includes a variety of geographic and environmental conditions that make developing a comprehensive statewide flood risk dataset very challenging. Comprehensive and accurate flood modeling requires statewide high-resolution topographic and flood-risk data. The flood hazard datasets created and used in the present study comprise the best available for a uniform statewide vulnerability assessment (VA).

On a local or statewide level, a VA determines the vulnerability of geographical areas and critical assets within a community to current and future flood conditions. Local VAs can closely examine specific asset vulnerabilities within their communities, whereas the Statewide Assessment provides a consistent high-level overview of flood risk vulnerabilities across the state. Section 380.093, Florida Statutes (FS) specifies requirements and guidance for conducting VAs across the state. The statutory language references requirements applicable to critical and regionally significant asset definitions, flood hazard scenarios and planning assumptions, data sources, and data standards.

The Statewide Assessment assesses inland and coastal flooding with and without SLR for extreme rainfall events, riverine flooding, storm surge, and tidal flooding.

- **Extreme Rainfall Flooding** - Extreme rainfall events and heavy rainstorms can overwhelm stormwater systems, leading to flooding of streets, sidewalks, and low-lying areas.
- **Riverine Flooding** - Riverine flooding is caused when rivers, canals, and creeks overtop their natural bank and affect nearby properties.
- **Storm Surge** - Hurricanes and coastal storms impact coastal properties with storm surge, high waves, and high winds.
- **Tidal Flooding and SLR** - Tidal flooding frequently occurs in low-lying coastal areas and is expected to increase with the effects of SLR.

This Statewide Assessment provides FDEP with a baseline to help standardize resilience planning efforts across Florida and guide communities on prioritizing vulnerable assets at the local level.



Resilient Heritage in the Nation's Oldest City

City of St. Augustine | St. Augustine, FL



This project, sponsored in part by the Florida Department of State Division of Historical Resources through a small matching grant, focused on creating an educational document and website to identify methods for prioritizing archaeological sites threatened by rising seas, outlining the economic impacts of previous and future flooding events, and recommending potential solutions such as mitigation strategies and policy revisions. Taylor Engineering assembled a team of specialists for this unique project: Archaeological Consultants Inc., The Craig Group, Marquis Latimer + Halback, and Place Economics.

Size: N/A

Completed: 2020

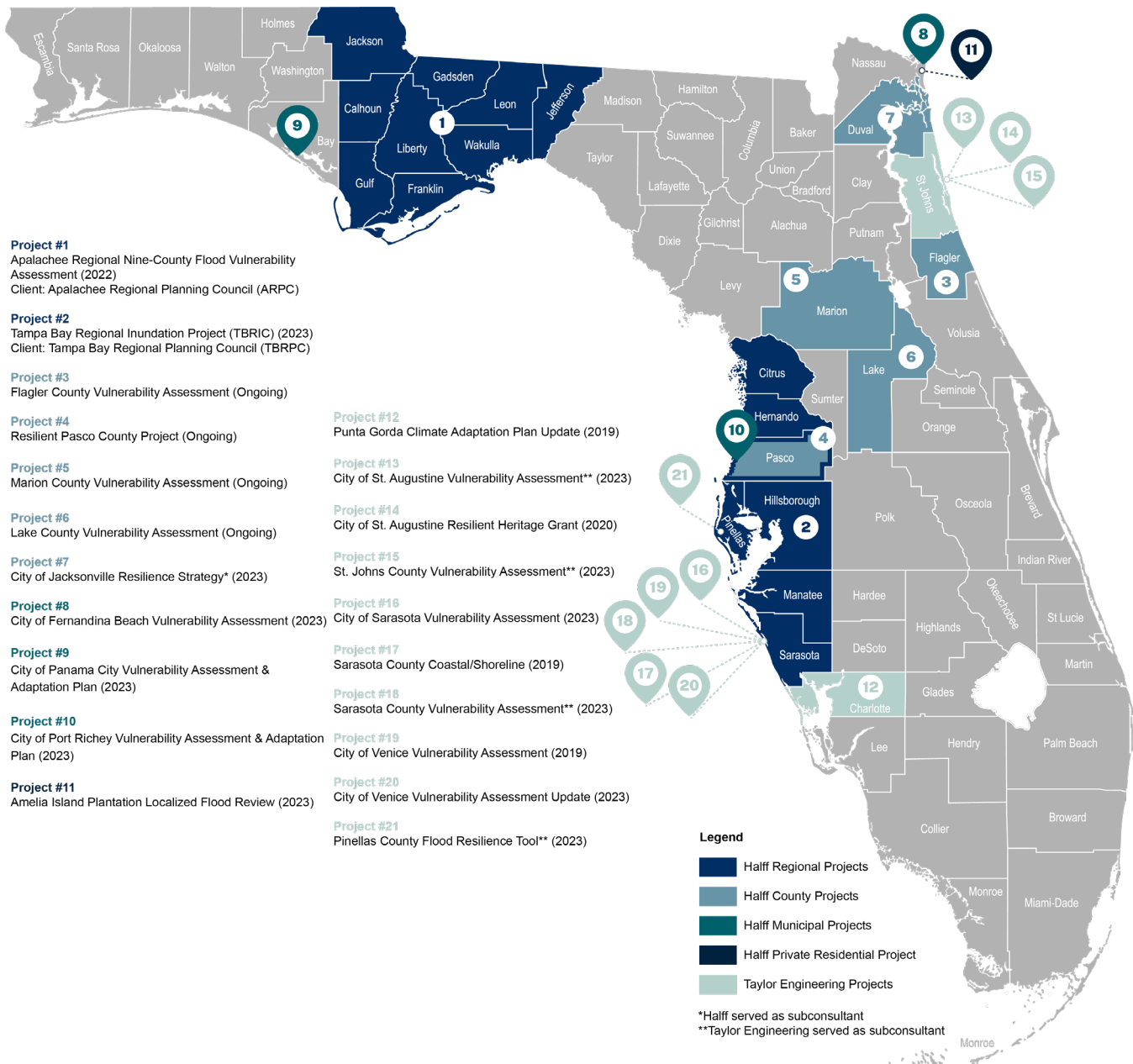
Reference

Julie Courtney
Historic Preservation Officer
City of St. Augustine
jcourtney@citystaug.com
904.209.4283

An ArcGIS StoryMap, which serves as an interactive online website combining text, maps, graphics, and streetscape renderings, summarized the results of the extensive research and analysis for this project. This data visualization website highlights the City's efforts to address local climate-change impacts through proactive cultural resource hazard mitigation planning. This StoryMap will be a living document that acts as the go-to resource for flood resilience information for City staff, business owners, and the citizens of St. Augustine. The website communicates the project's outcomes distilled into four sections (Economic, Flood Mitigation, Policies, and Resources) and features the most significant findings in a user-friendly data platform. The educational tool is publicly available at this link: <https://arcg.is/1abKiQ>.

As part of the City's public outreach campaign, the project team along with City staff created a specialized "Resilient Heritage" branding and logo. The logo captures the essence of the City's heritage through the abstraction of its characteristic architecture while emphasizing the City's coastal location in the project's purpose. The use of a strong and bold type reflects the City's forward-thinking leadership in working to mitigate the impacts of major storms, nuisance flooding, and sea level rise. In addition, the use of a color palette consistent with the City of St. Augustine's existing brand reinforces the relationship of the City's role in the challenges inherent with increased resiliency.





The map highlighted above showcases Halff's diverse project portfolio in advising local communities and regions across Florida in navigating climate resilience and adaptation planning. Our team of dedicated resilience professionals have worked across multiple regions on a wide range of projects involving VAs, adaptation plans, policy and code improvements, grant writing, and public outreach. Halff's statewide experience in climate resilience and adaptation planning provides us with an invaluable perspective which bolsters our abilities to navigate local concerns. Taylor Engineering brings depth of experience to this project, having advised FDEP on statewide guidelines for VAs and completing a number of APs across different regions of the state. Together as a team, we will apply the very best of what our firms have to offer.

3. Proposed Schedule

Halff will undertake a comprehensive 9-month schedule to develop an AP for the City of Fernandina Beach, structured to make sure thorough stakeholder engagement and informed decision-making throughout the process. The schedule includes a series of key milestones, each designed to facilitate collaboration and refine the plan based on community input and expert review.

TASK/SUB-TASK	M1	M2	M3	M4	M5	M6	M7	M8	M9
Kickoff Meeting	X								
Adaptation Needs & Strategies Analysis									
Staff Review Meeting				X					
Internal Review and Revisions									
Community Prioritization Public Workshop						X			
Final Adaptation Plan Draft									
Staff Review Meeting							X		
Internal Review and Revisions									
Public Presentations									
Final Adaptation Plan									
Monthly Client Meetings		X	X		X	X		X	X

Month 1: Kickoff Meeting

The project will commence with a Kickoff Meeting where Halff will engage with City officials and stakeholders to outline the project scope, objectives, and timeline. This meeting will serve as a foundational step to establish clear communication channels and expectations. Key deliverables will include a finalized agenda, sign-in sheets, and a summary report documenting decisions made during the meeting.

Months 2-4: Adaptation Needs & Strategies Analysis

Following the kickoff, Halff will conduct an Adaptation Needs and Strategies Analysis. This phase will involve gathering data on current vulnerabilities and identifying strategies to address climate-related challenges. The analysis will be guided by best practices outlined in the Florida Adaptation Planning Guidebook, verifying that the recommendations are both relevant and actionable.

Month 4: Staff Review Meeting

In the fourth month, Halff will hold a Staff Review Meeting to present initial findings from the analysis. This meeting will allow City staff to provide feedback and insights, verifying that the plan reflects the needs and priorities of the local government. A revised draft based on this input will be prepared.

Month 5: Internal Review and Revisions

The project will then enter an Internal Review and Revisions phase, where Halff will refine the draft document based on the staff feedback gathered in the previous month. This iterative process will verify that the AP is coherent and comprehensive, addressing all necessary adaptation strategies.

Month 5: Community Prioritization Public Workshop

A critical component of the project is the Community Prioritization Public Workshop scheduled for Month 6. During this workshop, Halff will present the draft adaptation needs and strategies to the community, allowing residents and stakeholders to voice their opinions and prioritize adaptation measures. The engagement is vital for incorporating local knowledge and fostering community support.

Months 6-7: Final Adaptation Plan Draft

After incorporating community feedback, Halff will prepare the Final Adaptation Plan Draft in Months 6 and 7. This draft will include prioritized projects, adaptation strategies, and high-level conceptual designs that align with the needs identified during the previous workshops.

Month 7: Staff Review Meeting

In Month 7, Halff will conduct another Staff Review Meeting to discuss the draft plan with City officials. This session will focus on gathering additional feedback to verify that the final adaptation strategies meet local governance and planning standards.

Months 7-8: Internal Review and Revisions

Following the staff review, an additional Internal Review and Revisions phase will be implemented. This period allows Halff to make final adjustments to the draft based on the most recent feedback, verifying the document is polished and ready for public dissemination.

Month 9: Public Presentations and Final Adaptation Plan

The final month will feature Public Presentations, where Halff will present the completed Adaptation Plan to local governing boards, technical committees, and the broader community. This presentation will not only showcase the final strategies but will also discuss implementation steps and future funding opportunities. Following these presentations, the Final Adaptation Plan will be delivered to the City of Fernandina Beach, complete with all supporting documents and appendices.

Throughout the 9-month project, Halff will conduct Monthly Client Meetings to verify consistent communication and project alignment with the City's goals. These meetings will provide updates on progress, discuss any challenges, and reinforce collaborative efforts to create an effective Adaptation Plan.

GRANT ADMINISTRATIVE AND PERFORMANCE FUNCTIONS

In satisfying grant requirements and confirming that the City of Fernandina Beach does not experience any delays in grant reimbursement, we propose the following steps:

Meet with FDEP at Launch of the Project to Verify Standards: Halff will schedule and facilitate a meeting with the City of Fernandina Beach and the Resilient Florida Program to review statewide standards for developing an AP based on guidelines found in the Florida Adaptation Planning Guidebook. Halff will verify that the approach and methodology to be deployed in developing the AP meets the standards and requirements set forth by FDEP.

Write Consultant Scope of Services Verbatim to Grant Agreement: To verify that the consultant scope of services is aligned with the grant agreement, we propose to develop a scope that includes the same task titles, numbers, descriptions, and deliverables. This will confirm that FDEP can review deliverables in an expedited manner with no delays. Deliverables will be labeled by task number in respective folders according to the grant agreement.

Submit Task Deliverables Upon Immediate Completion: Halff will support Fernandina Beach in verifying that deliverables are submitted internally well before the task deadlines outlined in the grant agreement. Immediately following internal approval of deliverables, we will support staff with submitting task deliverables to FDEP as they are completed, verifying that Resilient Florida deliverable acceptance letters are received before proceeding to the next assigned task. In any instances where FDEP requests revisions or additions to deliverables, Halff will work promptly within three business days to resolve all discrepancies.

Quarterly Progress Reports: In accordance with the Resilient Florida Program, Halff will support the City of Fernandina Beach with preparing and submitting quarterly progress reports to FDEP documenting work accomplished and challenges encountered for all tasks.

4. Forms

**CITY OF FERNANDINA BEACH, FLORIDA
REQUEST FOR QUALIFICATIONS
RFQ 24-03 ADAPTATION PLAN CITY OF FERNANDINA BEACH, FL**

EXHIBIT "A"

CONTACT SHEET

Name: Halff Associates, Inc.

Federal Taxpayer ID: 75-1308699

Mailing Address: 9995 Gate Parkway N. Suite 200

City, State, & Zip Code: Jacksonville, Florida 32246

Telephone: 904.720.2611 **Fax:** 904.730.7165

Email: slahav@halff.com

Submitted By: Sean Lahav, MPA

Title: Resilience Market Leader

Accounting Contact:

Name: Karin Carter **Title:** Controller

Email Address: kcarter@halff.com **Phone:** 214.346.6346

THIS FORM MUST BE INCLUDED WITH SUBMITTAL

**CITY OF FERNANDINA BEACH, FLORIDA
REQUEST FOR QUALIFICATIONS**

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EXHIBIT "B"

SWORN STATEMENT UNDER F.S. SECTION 287.133(3) (A), ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal or Contract for City of Fernandina Beach.
2. This sworn statement is submitted by (entity) Halff Associates, Inc. whose business address is 9995 Gate Parkway N, Suite 200 Jacksonville, FL 32246 and (if applicable) Federal Employer Identification Number (FEIN) is 75-1308699 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)
3. My name is Sean Lahav, MPA and my relationship to the entity named above is Resilience Market Leader
4. I understand that a "public entity crime" as defined in Paragraph 287.133(a) (g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(a) (b), Florida Statutes, means finding of guilt or a conviction of a public entity crime with or without an adjudication of guilt, in any federal or state trial court of records relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1) (a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The City of Fernandina Beach, Florida ownership by one of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under a length agreement, must be a prima facie case that one person controls another person. A person who was knowingly convicted of a public entity crime, in Florida during the preceding 36 months must be considered an affiliate.

**CITY OF FERNANDINA BEACH, FLORIDA
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RFQ 24-03 ADAPTATION PLAN CITY OF FERNANDINA BEACH, FL

7. I understand that a "person" as defined in Paragraph 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal power to enter into a binding contract for provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

X Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted FIRM list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in public interest to remove the person or affiliate from the convicted FIRM list. (Please attach a copy of the final order.)

_____ The person or affiliate has not been placed on the convicted FIRM list. (Please describe any action taken by, or pending with, the Department of General Services.)

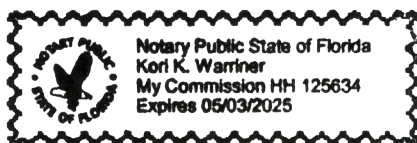


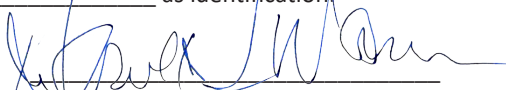
 Signature Date: 10/11/2024

STATE OF FLORIDA
COUNTY OF Nassau

Sean

PERSONALLY, APPEARED BEFORE ME, the undersigned authority, Lahav who, after first being sworn by me, affixed his/her signature at the space provided above on this 11th day of October, 2024, and is personally known to me or has provided _____ as identification.





 Notary Public
 My Commission expires: 5/3/2025

THIS FORM MUST BE INCLUDED WITH SUBMITTAL

**CITY OF FERNANDINA BEACH, FLORIDA
REQUEST FOR QUALIFICATIONS**

RFQ 24-03 ADAPTATION PLAN CITY OF FERNANDINA BEACH, FL

EXHIBIT "C"

DRUG-FREE WORKPLACE CERTIFICATION

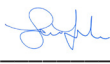
The below-signed INDIVIDUAL/FIRM certifies that it has implemented a drug-free workplace program. In order to have a drug-free workplace prepare, a business must:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violation of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or services a copy of the statement specified in paragraph 1.
4. In the statement in paragraph 1., notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of nolo contendere to, any violation occurring in the workplace no later than five (5) working days after such conviction.
5. Impose a sanction on or require fine satisfactory participation in drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement, I Certify that this firm complies fully with the above drug-free workplace requirements.

COMPANY: Halff Associates, Inc.

CITY: Jacksonville STATE: Florida ZIP CODE: 32246

SIGNATURE:  PHONE: 904.720.2611

NAME (TYPED OR PRINTED): Sean Lahav, MPA TITLE: Resilience Market Leader

THIS FORM MUST BE INCLUDED WITH SUBMITTAL

**CITY OF FERNANDINA BEACH, FLORIDA
REQUEST FOR QUALIFICATIONS
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EXHIBIT "D"

E-VERIFY STATEMENT

Bid/Proposal Number: RFQ 24-03

Project Description: Adaptation Plan

I/FIRM acknowledges and agrees to the following:

I/FIRM will utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

1. All persons employed by the FIRM during the term of the Contract to perform employment duties within Florida; and
2. All persons assigned by the FIRM to perform work pursuant to the contract with the Department.

Individual/Company/Firm: Halff Associates, Inc.

Authorized Signature: 

Title: Resilience Market Leader

Date: 10/11/2024

THIS FORM MUST BE INCLUDED WITH SUBMITTAL

**CITY OF FERNANDINA BEACH, FLORIDA
REQUEST FOR QUALIFICATIONS
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EXHIBIT “E”

PROPOSER ACKNOWLEDGEMENTS AND AGREEMENTS

The undersigned, as an employee or agent of the Proposer, having the authority to sign a binding agreement on behalf of the corporation, company, or firm presenting this submittal, confirms understanding and/or agreement and/or takes exception with any statement in the following sections of this RFP document.

1. INTRODUCTION AND GENERAL INFORMATION
Understands and agrees to all terms.
2. PROPOSAL INSTRUCTIONS, TERMS AND CONDITIONS
Understands and agrees to all terms.
3. EVALUATION AND CONTRACT OVERVIEW
Understands and agrees to all terms.
4. PROPOSER’S RESPONSE: SUBMITTAL INFORMATION
Understands and agrees to all terms.
5. PROPOSER’S RESPONSE: PROPOSED TEAM
Understands and agrees to all terms.
6. PROPOSER’S RESPONSE: PROPOSED COMPENSATION
Understands and agrees to all terms.

Name: Sean Lahav, MPA Title: Resilience Market Leader

Signature:  Date: 10/11/2024

THIS FORM MUST BE INCLUDED WITH SUBMITTAL

CITY OF FERNANDINA BEACH, FLORIDA
REQUEST FOR QUALIFICATIONS
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EXHIBIT "F"**CONFLICT OF INTEREST STATEMENT**

This sworn statement is submitted with Bid, Proposal or Contract for City of Fernandina Beach

This sworn statement is submitted by (entity) Halff Associates, Inc. whose business address is 9995 Gate Parkway N. Suite 200 Jacksonville, FL 32246 and (if applicable) Federal Employer Identification Number (FEIN) is 75-1308699 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is Sean Lahav, MPA and my relationship to the entity named above is Resilience Market Leader

1. The above-named entity is submitting a Proposal for the City of Fernandina Beach.
2. The Affiant has made diligent inquiry and provides the information contained in the Affidavit based upon his/her own knowledge.
3. The Affiant states that only one submittal for the above proposal is being submitted and that the above-named entity has no financial interest in other entities submitting proposals for the same project.
4. Neither the Affiant nor the above-named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraints of free competitive pricing in connection with the entity's submittal for the above proposal. This statement restricts the discussion of pricing data until the completion of negotiations if necessary and execution of the Contract for this project.
5. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise ineligible from participation in contract letting by any local, State, or Federal Agency.
6. Neither the entity nor its affiliates, nor anyone associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
7. I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with the City of Fernandina Beach.
8. I certify that no member of the entity's ownership or management, or staff has a vested interest in any aspect of the City of Fernandina Beach.
9. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above-named entity, will immediately notify the City of Fernandina Beach.



Signature

10/11/2024

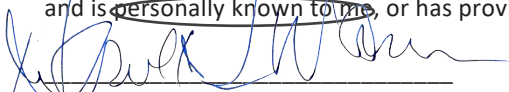
Date:

**CITY OF FERNANDINA BEACH, FLORIDA
REQUEST FOR QUALIFICATIONS
RFQ 24-03 ADAPTATION PLAN CITY OF FERNANDINA BEACH, FL**

STATE OF FLORIDA

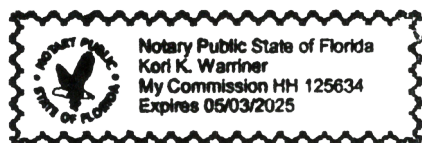
COUNTY OF Nassau

PERSONALLY, APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 11th day of October, 2024, and is ~~personally known to me~~, or has provided _____ as identification.



Notary Signature

My Commission expires: 5/3/2025



THIS FORM MUST BE INCLUDED WITH SUBMITTAL

**CITY OF FERNANDINA BEACH, FLORIDA
REQUEST FOR QUALIFICATIONS**

RFQ 24-03 ADAPTATION PLAN CITY OF FERNANDINA BEACH, FL

EXHIBIT "G"

NON-COLLUSION AFFIDAVIT

This sworn statement is submitted with Bid, Proposal or Contract for City of Fernandina Beach

This sworn statement is submitted by (entity) Halff Associates, Inc. whose business address is 9995 Gate Parkway N. Suite 200 Jacksonville, FL 32246 and (if applicable) Federal Employer Identification Number (FEIN) is 75-1308699 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is Sean Lahav, MPA and my relationship to the entity named above is Resilience Market Leader

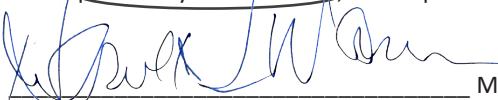
1. The above named is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;
2. Such Proposal is genuine and is not a collusive or sham proposal;
3. Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, connived, or agreed, directly or indirectly, with any other Responder, firm or person to submit a collusive or sham Proposal in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Responder, firm, or person to fix the price or prices in the attached proposal or any other Responder, or to fix any overhead, profit or cost element of the proposal price or the proposal price of any other Responder, or to secure through any collusion, connivance, or unlawful agreement any advantage against the City of Fernandina Beach, Florida or any person interested in the proposed Contract; and
4. The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Responder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.



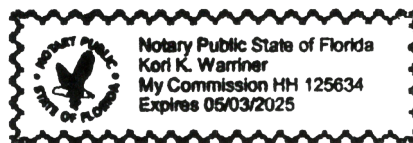
 Signature Date: 10/11/2024

STATE OF FLORIDA
COUNTY OF Nassau

PERSONALLY, APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 11th day of October, 2024, and is ~~personally known to me~~ or has provided _____ as identification.



 Notary Signature My Commission expires: 5/3/2025



THIS FORM MUST BE INCLUDED WITH SUBMITTAL

**CITY OF FERNANDINA BEACH, FLORIDA
REQUEST FOR QUALIFICATIONS
RFQ 24-03 ADAPTATION PLAN CITY OF FERNANDINA BEACH, FL**

EXHIBIT "H"

DISPUTES DISCLOSURE FORM

Answer the following questions by placing an "X" after "YES" or "NO". If you answer "YES", please explain in the space provided, or via attachment.

Has your firm or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulations or any other regulatory agency or professional association within the last five (5) years?

YES___ NO X

Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

YES_____ NO X

Has your firm had against it or filed any request for equitable adjustment, contract claims, bid protest, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

YES X NO_____

If yes, state the nature of the request for equitable adjustment, contract claim, litigation, or protest, and state a brief description of the case, the outcome or status of the suit and the monetary amounts or extended contract time involved.

I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation or falsification of facts must be cause for forfeiture of rights for further consideration of this proposal for the City of Fernandina Beach.

Halff Associates, Inc.

10/11/2024

Firm

Date



Sean Lahav, MPA

Authorized Signature

Printed or Typed Name and Title

THIS FORM MUST BE INCLUDED WITH SUBMITTAL

Response to RFQ No. 24-03**Exhibit H, Dispute Disclosure Form****Question:**

Has your firm had against it or filed any request for equitable adjustment, contract claims, bid protect, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

Response:

CONFIDENTIAL – For Internal City of Fernandina Beach Use Only – Not For Disclosure

Any And All Exceptions, Protections Under Applicable Open Records Laws and The Freedom Of Information Act Are Claimed by Halff.

Due to Halff's size, the number and complexity of the projects that Halff is involved with, and the heightened litigious nature of our society, Halff occasionally becomes involved in legal proceedings.

Halff is not involved in any project-based litigation against the City of Fernandina Beach.

Halff is currently a party in the following civil cases:

1. Y.C. Partners Ltd d/b/a Yantis Company v The City of New Braunfels v Halff Associates, Inc., C2014-0522A, District Court of Comal County, Texas, 22nd Judicial District, Yantis (the City's contractor) sued the City for failure to pay monies allegedly owed after the Contractor failed to follow proper protocols and not following the approved design, the City cross-claimed against Halff after the Contractor/Plaintiff alleged that its failures related to design defects.
2. Pharr-San Juan-Alamo ISD v. D. Wilson Construction Co. et al, 2021 003006, DC 430th Judicial District, Hidalgo County Texas, PSJA alleges design issues related to the HVAC system installed in an elementary school.
3. Village Real Estate LLC v Ziegler-Cooper, Inc. Savills Inc. F/K/A/ Savills Studley, Inc., Seawood Builders, LLC, Halff Associates, Inc., and Permit-Expeditors Inc., 2023 22283, 55th Judicial District, Harris County Texas, Village Real Estate sued the architect, engineer and other advisors and consultants related to the construction of a detention pond within an easement held by a third party.
4. City of Willow Park v Halff Associates, Inc., CV23-2017, 415th District Court, Parker County Texas, Halff provided an opinion of construction cost related to a water transmission pipeline through the City of Hudson Oaks and the City of Willow Park which turned out to lower than actual bids received.
5. City of Hutto v Brooklands Partners, Ltd., 23-1222-C395, 395th Judicial District Court, Williamson County Texas, The City of Hutto sued Brooklands alleging defective construction, Brooklands then sued Halff and others as a third-party defendants.
6. Sonner Road 80, LLC v Jonathan Heusel; Path Engineering Design & Urbanism PLLC; Halff Associates, Inc.; and Gardner Architects LLC, CJ-2020-5015, Oklahoma District Court, Oklahoma County, RESOLVED, suit settled in May 2024.
7. Prairie Link Constructors JV, Fluor Enterprises, Inc. and Balfour Beatty Infrastructure, Inc. v AECOM v Halff, DC-22-13917, 160th Judicial District, Dallas County Texas, RESOLVED, Halff's motion to dismiss was granted in January 2024.

8. Fidencio Hernandez, et al v City of McAllen, Spawglass Contractors, Inc., Halff Associates, Inc., Palms Crossing Town Center, LLC and Gignac & Associates LLP, Cw0024-17-A, 92nd District Court, Hidalgo County Texas, RESOLVED, suit was settled in June 2021.
9. Performance Services, Inc. v Halff Associates, Inc., The Mystinfield Group LLC, Wiss Janney, Elstner Associates, Inc., 20-0475-C368, 368th Judicial District, Williamson County Texas, RESOLVED, suit was settled in December 2021.
10. Lou Tilchin, Jaffe Tilchin Wealth Management, Inc. v ABI Companies, Inc., ABI Construction Services, LLC, GGI LLC, Genesis C E & I Services, LLC, Genesis Halff, Inc. and Genesis Halff CEI, Inc., 20CA003205 DIV. E, Circuit Court of the 13th Judicial Circuit Hillsborough County, Florida, RESOLVED, Genesis Halff, Inc. and Genesis Halff CEI, Inc. were dismissed from the suit in December 2021.
11. Fidencio Hernandez and Maria Garcia, Individually and as Representatives of the Estate of AHH (Decedent) and Rose Amber Cordova v. Raymond Gignac, AIA, Individually and, DBA Gignac/TVS, Gignac & Associates, L.L.P., Thompson Ventulett Stainbeck & Associates, Inc., Architects, Halff Associates, Inc. and SWA Group d/b/a SWA Group Inc., C-0024-17-A, 92nd Judicial District, Hidalgo County, Texas, RESOLVED, suit was settled in June 2021.

Halff can and does affirm that there are no prior or ongoing legal matters that would adversely affect Halff's ability to fully perform its obligations on this or any other project. Halff's legal counsel will consider requests for specific information regarding the status of the protected matters described above. Halff's General Counsel, Jill Martin, can be reached at jmartin@halff.com.

FEDERAL CONTRACT REQUIREMENTS**ARPA FUNDS 2022**

Certification Regarding Lobbying

(To be submitted with each bid or offer exceeding \$100,000)

EXHIBIT "I"

The undersigned certifies, to the best of his or her knowledge and belief, that:

(a) 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.

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any 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.

(c) The undersigned shall require that the language paragraph 1 and 2 of this anti-lobbying 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 recipients 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 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995).

The Contractor, Halff Associates, Inc., 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. § 3801 et seq., apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

Sean Lahav, MPA | Resilience Market Leader

Printed Name and Title of Contractor's Authorized Official

10/11/2024

Date

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Sub-awardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information

unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

Approved by
OMB 0348-0046

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Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C.
1352 (See reverse for public burden disclosure)

Type of Federal Action: a. contract ☐ b. grant ☐ c. cooperative agreement ☐ d. loan ☐ e. loan guarantee ☐ f. loan insurance	Status of Federal Action: a. bid/offer/application ☐ b. initial award ☐ c. post-award	Report Type: ☐ a. initial filing ☐ b. material change
Name and Address of Reporting Entity: ☒ Prime ☐ Sub-awardee Tier _____, if Known: Halff Associates, Inc. 9995 Gate Parkway N. Suite 200, Jacksonville, Florida 32246 Congressional District, if known:		If Reporting Entity in No. 4 is Sub-awardee, Enter Name and Address of Prime: N/A Congressional District, if known:
Federal Department/Agency:		7. Federal Program Name/Description: CFDA Number, if applicable: _____
Federal Action Number, if known:		9. Award Amount, if known: \$
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i>		b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		Signature:  _____ Print Name: _____ Sean Lahav, MPA _____ Title: _____ Resilience Market Leader Telephone No.: 904.720.2611 Date: 10/11/2024
Federal Use Only		Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)

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EXHIBIT I-1: REQUIRED CONTRACT PROVISIONS

2 CFR 200.326 Contract provisions. The non-Federal entity's contracts must contain the applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards. The non-Federal entity's contracts must contain the applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards.

All Contracts

THRESHOLD	PROVISION	CITATION
>\$150,000 (Simplified Acquisition Threshold)	Contracts for more than the simplified acquisition threshold currently set at \$150,000, 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.	2 CFR 200 APPENDIX II (A)
>\$10,000	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 effected and the basis for settlement.	2 CFR 200 APPENDIX II (B)
None	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 recipient or subrecipient 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 subrecipient 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.	2 CFR 200 APPENDIX II (F)
None	Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions 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.	2 CFR 200 APPENDIX II (H)
None	Records of non-Federal entities. The U.S. Department of Housing and Urban Development (HUD), Inspectors General, the Comptroller General of the United States, the Texas General Land Office (GLO), and the pass-through entity, or any of their authorized representatives, must have the right of access to any documents, papers, or other records of the non-Federal entity which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the non-Federal entity's personnel for the purpose of interview and discussion related to such documents.	2 CFR 200.336

None	Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. The only exceptions are the following:	2 CFR 200.333
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	(a) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. (b) When the non-Federal entity 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. (c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition. (d) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the non-Federal entity. (e) 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. (f) 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). (1) If submitted for negotiation. If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the pass-through entity) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission. (2) If not submitted for negotiation. If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the pass-through entity) for negotiation purposes, then the 3-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.	
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None	Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. (a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. (b) Affirmative steps must include: (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists; (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; (3) 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;	2 CFR 200.321
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	(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; (5) 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 (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.	
Option Contract Language for contracts awarded prior to Grant Award	The contract award is contingent upon the receipt of CDBG-DR funds. If no such funds are awarded, the contract shall terminate.	Optional

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

EO Clause for Construction Contracts > \$10K including administration & engineering contracts associated with construction contracts

THRESHOLD	PROVISION	CITATION
>\$10,000	Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR 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 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” 41 CFR 60-1.4 Equal opportunity clause. (b) Federally assisted construction contracts. (1) Except as otherwise provided, each administering agency shall require the inclusion of the following language as a condition of any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause: The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause: During the performance of this contract, the contractor agrees as follows: (1) 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. (2) 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.	41 CFR §60-1.4(b) and 2 CFR 200 APPENDIX II (C)

(3) 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

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

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.

(4) 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.

(5) 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.

(6) 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.

(7) 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.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) 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,

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	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. (c) Subcontracts. Each nonexempt prime contractor or subcontractor shall include the equal opportunity clause in each of its nonexempt subcontracts. (d) Inclusion of the equal opportunity clause by reference. The equal opportunity clause may be included by reference in all Government contracts and subcontracts, including Government bills of lading, transportation requests, contracts for deposit of Government funds, and contracts for issuing and paying U.S. savings bonds and notes, and such other contracts and subcontracts as the Director of OFCCP may designate. (e) Incorporation by operation of the order. By operation of the order, the equal opportunity clause shall be considered to be a part of every contract and subcontract required by the order and the regulations in this part to include such a clause whether or not it is physically incorporated in such contracts and whether or not the contract between the agency and the contractor is written. (f) Adaptation of language. Such necessary changes in language may be made in the equal opportunity clause as shall be appropriate to identify properly the parties and their undertakings. [80 FR 54975, Sept. 11, 2015]	
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THRESHOLD	PROVISION	CITATION
>\$2,000	<i>Compliance with the Davis-Bacon Act (40 U.S.C. 3141 et seq.) as supplemented by Department of Labor regulations (29 CFR part 5) and with the Copeland “Anti-Kickback” Act (18 U.S.C. 874; 40 U.S.C. 3145) as supplemented in Department of Labor regulations (29 CFR part 3):</i> 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 CFR 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 CFR 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 subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or 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.	2 CFR 200 APPENDIX II (D)
>\$100,000	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 CFR 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.	2 CFR 200 APPENDIX II (E)

>\$150,000	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).	2 CFR 200 APPENDIX II (G)
>\$100,000	Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 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	2 CFR 200 APPENDIX II (I) and 24 CFR §570.303

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	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.	
>\$100,000	All Section 3 covered contracts shall include the following clause (referred to as the Section 3 clause): A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing. B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations. C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin. D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135. E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135. F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.	24 CFR §135.38

	G. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i)	
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THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

	preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).	
	A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors 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. [78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014]	2 CFR 200 APPENDIX II (J)
	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.	42 U.S.C. 6201
	As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. a. For purposes of this section: i. "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. ii. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.	2 CFR 200.322

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**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement**

This Agreement is entered into between the Parties named below, pursuant to Section 215.971, Florida Statutes:

1. Project Title (Project): **City of Fernandina Beach Adaptation Plan** Agreement Number: **24PLN37**

2. Parties **State of Florida Department of Environmental Protection,
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000** (Department)

Grantee Name: **City of Fernandina Beach** Entity Type: **Local Government**

Grantee Address: **204 Ash Street Fernandina Beach, Florida 32034-0000** FEID: **59-6000317** (Grantee)

3. Agreement Begin Date: **7/1/2023** Date of Expiration: **6/30/2026**

4. Project Number: Project Location(s): **Nassau County**
(If different from Agreement Number)

Project Description: **The Project will complete an Adaptation Plan (AP) consistent with the Florida Adaptation Planning Guidebook. The Project will include public outreach and stakeholder engagement.**

5. Total Amount of Funding:	Funding Source?	Award #s or Line Item Appropriations:	Amount per Source(s):
\$ 95,000.00	☒ State ☐ Federal	FY 23-24 GAA Line Item #1820	\$ 95,000.00
	☐ State ☐ Federal		\$
	☐ Grantee Match		\$
Total Amount of Funding + Grantee Match, if any:			\$ 95,000.00

6. Department's Grant Manager Name: Saed Johnson or successor Address: Resilient Florida Program 3900 Commonwealth Boulevard, MS230 Tallahassee, Florida 32399-3000 Phone: 850-245-7509 Email: Saed.Johnson@FloridaDEP.gov	Grantee's Grant Manager Name: Lorelei Jacobs or successor Address: 204 Ash Street Fernandina Beach Florida 32034-3000 Phone: 904 310-3104 Email: ljacobs@fbfl.org
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7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

☒ Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
☒ Attachment 2: Special Terms and Conditions
☒ Attachment 3: Grant Work Plan
☒ Attachment 4: Public Records Requirements
☒ Attachment 5: Special Audit Requirements
☒ Attachment 6: Program-Specific Requirements
☐ Attachment 7: Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com , in accordance with §215.985, F.S.
☐ Attachment 8: Federal Regulations and Terms (Federal)
☐ Additional Attachments (if necessary):
☒ Exhibit A: Progress Report Form
☐ Exhibit B: Property Reporting Form
☒ Exhibit C: Payment Request Summary Form
☐ Exhibit D: Quality Assurance Requirements
☐ Exhibit E: Advance Payment Terms and Interest Earned Memo
☒ Exhibit J: Common Carrier or Contracted Carrier Attestation Form PUR1808
☒ Additional Exhibits (if necessary): Exhibit F: Final Report Form, Exhibit G: Photographer Release Form, Exhibit H: Contractual Services Certification,

8.	The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331 (a) (1):	
Federal Award Identification Number(s) (FAIN):		
Federal Award Date to Department:		
Total Federal Funds Obligated by this Agreement:		
Federal Awarding Agency:		
Award R&D?	☐ Yes ☒ N/A	

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date unless another date is specified in the grant documents.

City of Fernandina Beach

GRANTEE

By Charles George  Digitally signed by Charles George
 (Authorized Signature) Date: 2024.05.21 15:40:38-04'00' Date Signed

Charles L. George, Interim City Manager

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection

DEPARTMENT

By Alex Reed 6/3/2024
 Secretary or Designee Date Signed

Alex Reed, Director of the Office of Resilience and Coastal Protection

Print Name and Title of Person Signing

☒ Additional signatures attached on separate page.

ORCP Additional Signatures



DEP Grant Manager, Saed Johnson



DEP QC Reviewer, Stephanie Link

Grantee may add additional signatures below, if needed.

ATTEST:
By: Caroline Best
Printed Name: Caroline Best
Title: City Clerk

APPROVED AS TO FORM AND LEGALITY:



CITY ATTORNEY

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS**

ATTACHMENT 1

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

- a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
 - i. Standard Grant Agreement
 - ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
 - iii. Attachment 1, Standard Terms and Conditions
 - iv. The Exhibits in the order designated in the Standard Grant Agreement
- b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.
- c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.
- d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
 - (1) an increase or decrease in the Agreement funding amount;
 - (2) a change in Grantee's match requirements;
 - (3) a change in the expiration date of the Agreement; and/or
 - (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department.A change order to this Agreement may be used when:
 - (1) task timelines within the current authorized Agreement period change;
 - (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
 - (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
 - (4) fund transfers between budget categories for the purposes of meeting match requirements.This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.
- e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

- a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.
- b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

- a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.
- b. Invoice reduction
If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.
- c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.
 - i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.
 - ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to

require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

- iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

- a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with section 215.422, Florida Statutes (F.S.).
- b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.
- c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.
- d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: <https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf>.
- e. Rural Communities and Rural Areas of Opportunity. If Grantee is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" (RAO) as defined in subsection 288.0656(2), F.S., such Grantee may request from the Department that all invoice payments (i.e., cost reimbursement) under this Agreement be directed to the relevant county or municipality or to the RAO itself. The Department will agree to Grantee's request if:
 - i. Grantee demonstrates that it is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" under subsection 288.0656(2), F.S.;
 - ii. Grantee demonstrates current financial hardship using one (1) or more of the "economic distress" factors defined in subsection 288.0656(2)(c), F.S.;
 - iii. Grantee's performance has been verified by the Department, which has determined that Grantee is eligible for cost reimbursement and that Grantee's performance has been completed in accordance with this Agreement's terms and conditions; and
 - iv. Applicable federal and state law(s), rule(s) and regulation(s) allow for such payments.This subsection may not be construed to alter or limit any other applicable provisions of federal or state law, rule, or regulation. A current list of Florida's designated RAOs can be accessed at the following web address: <https://floridajobs.org/community-planning-and-development/rural-community-programs/rural-areas-of-opportunity>.
- f. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.
- g. State Funds Documentation. Pursuant to section 216.1366, F.S., if Contractor meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Contractor must provide the Department with documentation that indicates the amount of state funds:
 - i. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer of Contractor.
 - ii. 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 posted on the State's the contract tracking system and maintained pursuant to section 215.985, F.S., and must be posted on the Contractor's website, if Contractor maintains a website.

- h. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.
- i. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.
- j. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.
- k. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: <https://www.myfloridacfo.com/division/aa/local-governments/judgement-interest-rates>.
- l. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

- a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.
- b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.
- c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing \$5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.
 - i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price

Attachment 1

- negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.
- ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.
- d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with section 112.061, F.S.
 - e. Direct Purchase Equipment. For the purposes of this Agreement, Equipment is defined as capital outlay costing \$5,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.
 - f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.
 - g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.
 - h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form, to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

- a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.
- b. If Grantee fails to perform the requested work or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.
- c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.
- d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

- a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.
- b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
- c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage *prior to* performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
- d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.
- e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

- a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.
- b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
- c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
- d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.
- e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

- a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
- b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
- c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
- d. Failure to honor any term of the Agreement;
- e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
- f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
- g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
- h. Failure to maintain the insurance required by this Agreement;
- i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
 - i. Entry of an order for relief under Title 11 of the United States Code;
 - ii. The making by Grantee of a general assignment for the benefit of creditors;
 - iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
 - iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole

discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

- a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
 - i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
 - ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.
- b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.
- c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.
- d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of \$100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. 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 274A(e) 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.
- 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:
 - i. 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.

- ii. **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.
- iii. **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.
- iv. **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.

23. Compliance with Federal, State and Local Laws.

- 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 Second Judicial Circuit, in and for Leon 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.

24. Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.

This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.

If applicable, Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

- a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- b. All manufactured products used in the project are produced in the United States--this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

- c. All construction materials are manufactured in the United States-this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

25. Investing in America

Grantees of an award for construction projects in whole or in part by the Bipartisan Infrastructure Law or the Inflation Reduction Act, including the following provision:

- a. Signage Requirements
 - a. Investing in America Emblem: The recipient will ensure that a sign is placed at construction sites supported in whole or in part by this award displaying the official Investing in America emblem and must identify the project as a “project funded by President Biden’s Bipartisan Infrastructure Law” or “project funded by President Biden’s Inflation Reduction Act” as applicable. The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.
The recipient will ensure compliance with the guidelines and design specifications provided by EPA for using the official Investing in America emblem available at: <https://www.epa.gov/invest/investing-america-signage>.
 - b. Procuring Signs: Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Investing in America emblem or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

26. Scrutinized Companies.

- a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in section 287.135, F.S. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
- c. As provided in subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

27. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to section 216.347, F.S., except that pursuant to the requirements of section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with sections 11.062 and 216.347, F.S.

28. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during

the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>).

29. Audits.

- a. Inspector General. The Grantee understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.
- b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
 - i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
 - ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
 - iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.
- c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: <https://apps.fldfs.com/fsaa>.
- d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.
- e. No Commingling of Funds. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
 - i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the

original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.

- ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
- iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

30. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

31. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

32. Subcontracting.

- a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.
- b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.
- c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.
- d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.
- e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
- f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.
- g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

33. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

34. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

35. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

36. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

37. Grantee's Employees, Subcontractors and Agents.

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

38. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

39. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

40. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. 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.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. 24PLN37**

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.

The Project funded under this Agreement is City of Fernandina Beach Adaptation Plan. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.

- a. Reimbursement Period. The reimbursement period for this Agreement is the same as the term of the Agreement.
- b. Extensions. There are extensions available for this Project.
- c. Service Periods. Additional service periods may be added in accordance with 2.a above and are contingent upon proper and satisfactory technical and administrative performance by the Grantee and the availability of funding.

3. Payment Provisions.

- a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
- b. Invoicing. Invoicing will occur as indicated in Attachment 3.
- c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.

Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

<u>Reimbursement</u>	<u>Match</u>	<u>Category</u>
☐	☐	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
☐	☐	a. Fringe Benefits, N/A.
☐	☐	b. Indirect Costs, N/A.
☒	☐	Contractual (Subcontractors)
☐	☐	Travel, in accordance with Section 112, F.S.
☐	☐	Equipment
☐	☐	Rental/Lease of Equipment
☐	☐	Miscellaneous/Other Expenses
☐	☐	Land Acquisition

5. Equipment Purchase.

No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.

There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements

There is no match required on the part of the Grantee under this Agreement.

8. Insurance Requirements

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Commercial General Liability Insurance.

The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be \$250,000 for each occurrence and \$500,000 policy aggregate.

b. Commercial Automobile Insurance.

If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

\$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
\$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. Workers' Compensation and Employer's Liability Coverage.

The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.

d. Other Insurance. None.

9. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

10. Retainage.

No retainage is required under this Agreement.

11. Subcontracting.

The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

12. State-owned Land.

The work will not be performed on State-owned land.

13. Office of Policy and Budget Reporting.

There are no special Office of Policy and Budget reporting requirements for this Agreement.

14. Common Carrier.

- a. Applicable to contracts with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor must also fill out and return PUR 1808 before contract execution. If Contractor is a common carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.
- b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of transporting a person into this state knowing that the person unlawfully present in the United States

according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
GRANT WORK PLAN
AGREEMENT NO. 24PLN37**

ATTACHMENT 3

PROJECT TITLE: City of Fernandina Beach Adaptation Plan

PROJECT LOCATION: The Project is located in Fernandina Beach within Nassau County, Florida.

PROJECT DESCRIPTION:

The City of Fernandina Beach (Grantee) will complete the Fernandina Beach Adaptation Plan (Project) to include an Adaptation Plan (AP) consistent with the Florida Adaptation Planning Guidebook. The Project will include public outreach and stakeholder engagement.

TASKS AND DELIVERABLES:

Task 1: Kick Off Meeting

Description: The Grantee will develop an overall project management plan and address initial actions and then conduct a kick-off meeting for the project. Meeting attendees will discuss the project scope, project goals, schedule, key milestones, and deliverables in order to develop a consistent project approach. The Grantee will prepare the agenda, sign-in sheet, draft project schedule, presentation, and other meeting materials as necessary.

Deliverables: The Grantee will provide the following:

- **1.1:** Meeting agenda to include location, date, and time of meeting;
- **1.2:** Meeting sign-in sheets or attendance records with attendee names and affiliation;
- **1.3:** A copy of the presentation(s) and any materials created for distribution at the meeting, as applicable;
- **1.4:** Kick-off meeting minutes, which documents all decisions and agreed upon outcomes of the meeting; and
- **1.5:** A summary report including attendee input and meeting outcomes.

Task 2: Draft Adaptation Needs and Strategies

Description: The Grantee will develop adaptation needs and strategies for inclusion in the AP. The AP will include a table listing the adaptation needs and corresponding recommended strategies for each as well as a map illustrating the critical assets identified as adaptation needs. The AP shall be consistent with the guidelines in the Florida Adaptation Planning Guidebook.

Deliverables: The Grantee will provide the following:

- **2.1:** A draft AP.

Task 3: Community Prioritization of Adaptation Needs

Description: The Grantee will conduct a public meeting to develop a prioritization of adaptation needs for the community. The Grantee will present the draft AP that includes the following: assessment of adaptive capacities, adaptation needs, and identification of adaptation strategies. The purpose of the meeting is to

allow the public to provide community-specific input on the identified adaptation needs and strategies as identified in the draft AP as well as an opportunity to prioritize adaptation needs. The Grantee will prepare all social media notifications, meeting invitations, meeting materials, presentations, and graphics utilized during the meeting, as applicable.

Deliverables: The Grantee will provide the following:

- **3.1:** Meeting agendas to include location, date, and time of meeting;
- **3.2:** Meeting sign-in sheets with attendee names and affiliation (i.e. local stakeholder, resident, steering committee member, local government staff);
- **3.3:** A copy of the presentation(s) and any materials created in preparation of or for distribution at the meeting (i.e. social media posts, public announcements, graphics), as applicable;
- **3.4:** A copy of the file or weblink of the video or audio recording from the meeting, if applicable; and
- **3.5:** A summary report including attendee input and meeting outcomes.

Task 4: Final Adaptation Plan

Description: The Grantee will complete an AP that is consistent with the Florida Adaptation Planning Guidebook. The AP will also include a list of prioritized projects for each asset class as defined in subsection 380.093(2), Florida Statutes, for consideration and implementation. The AP shall be consistent with the guidelines in the Florida Adaptation Planning Guidebook and will include adaptation action areas and high-level conceptual designs and engineering budgets for the top tier prioritized projects. GIS data of all locations will be provided. Additionally, the Grantee will integrate the Final AP into existing local planning products including the Comprehensive Plan, Building Code, the Local Mitigation Strategy, the Capital Improvement Plan, and the Stormwater Management Master Plan.

Deliverables: The Grantee will provide the following:

- **4.1:** A final AP, to include any products or documentation, either within or as appendices or independent sections, resulting from all optional subtasks included in the Task Description.

Task 5: Public Presentation

Description: The Grantee will present the final AP results to local governing boards, technical committees, or other appropriate officers and elected officials in a public presentation. The purpose of the presentation is to share the outcomes of the final AP including resulting prioritized project recommendations and future project funding. The Grantee will prepare all social media notifications, meeting invitations, meeting materials, presentations, and graphics utilized during the meeting, as applicable.

Deliverables: The Grantee will provide the following:

- **5.1:** Meeting agendas to include location, date, and time of meeting;
- **5.2:** Meeting sign-in sheets with attendee names and affiliation (i.e. local stakeholder, resident, steering committee member, local government staff);
- **5.3:** A copy of the presentation(s) and any materials created in preparation of or for distribution at the meeting (i.e. social media posts, public announcements, graphics), as applicable;
- **5.4:** A copy of the file or weblink of the video or audio recording from the meeting, if applicable; and
- **5.5:** A summary report including attendee input and meeting outcomes.

PERFORMANCE MEASURES: The Grantee will submit all deliverables for each task to the Department's Grant Manager on or before the Task Due Date listed in the Project Timeline. The deliverables for each task must be submitted in chronological order, with the exception of the "Conduct Steering Committee Meetings" and "Peril of Flood Compliance" tasks, if included. Grantees must have received a Deliverable Acceptance Letter from the Department's Grant Manager prior to submitting any subsequent deliverables. The Department's Grant Manager will review the deliverable(s) to verify that they meet the specifications in the Grant Work Plan and the task description, to include any work being performed by any subcontractor(s), and will provide written acceptance or denial of the deliverable(s) to the Grantee within thirty (30) calendar days. Tasks may include multiple deliverables to be completed. The Department will accept partial and full deliverables. Incomplete deliverables will not be accepted. A "partial deliverable" is defined as a deliverable consisting of one (1) or more (but not all) subcomponents listed in the deliverable list for a single task, where such subcomponent(s) are delivered to the Department at one hundred percent (100%) completion. A "full deliverable" is defined as a deliverable comprising all subcomponents listed in the deliverable list for a single task, all delivered to the Department at one hundred percent (100%) completion. An "incomplete deliverable" is defined as a deliverable for which one hundred percent (100%) completion has not been achieved for any of the subcomponents listed in the deliverable list for a single task. A task is considered one hundred percent (100%) complete upon the Department's receipt and approval of all deliverable(s) listed within the task and the Department's approval provided by the Deliverable Acceptance Letter.

CONSEQUENCES FOR NON-PERFORMANCE: For each task deliverable not received by the Department at one hundred percent (100%) completion and by the specified due date listed in the Agreement's most recent Project Timeline, the Department will reduce the relevant Task Funding Amount(s) paid to Grantee in proportion to the percentage of the deliverable(s) not fully completed and/or submitted to the Department in a timely manner.

PAYMENT REQUEST SCHEDULE: Following the Grantee's full or partial completion of a task's deliverable(s) and acceptance by the Department's Grant Manager, the Grantee may submit a payment request for cost reimbursement using the Exhibit C, Payment Request Summary Form. All payment requests must be accompanied by the Deliverable Acceptance Letter; the Exhibit A, Progress Report Form, detailing all progress made in the invoice period; and supporting fiscal documentation including match, if applicable. Interim payments will not be accepted. Payment requests will not be accepted until all required Exhibit A, Progress Report Forms, have been submitted to the Department's Grant Manager for all reporting periods dating back to the Agreement Begin Date. Upon the Department's receipt of the aforementioned documents and supporting fiscal documentation, the Department's Grant Manager will have ten (10) working days to review and approve or deny the payment request.

PROJECT TIMELINE AND BUDGET DETAIL: The tasks must be completed by, and all deliverables received by, the corresponding task due date listed in the table below. Cost-reimbursable grant funding must not exceed the budget amounts indicated below. Requests for any change(s) must be submitted prior to the current task due date listed in the Project Timeline. Requests are to be sent via email to the Department's Grant Manager, with the details of the request and the reason for the request made clear.

Task No.	Task Title	Budget Category	DEP Amount	Match Amount	Total Amount	Task Start Date	Task Due Date
1	Kick Off Meeting	Contractual Services	\$5,000	\$0	\$5,000	7/1/2023	10/1/2024
2	Draft Adaptation Needs and Strategies	Contractual Services	\$30,000	\$0	\$30,000	7/1/2023	3/1/2025
3	Community Prioritization of Adaptation Needs	Contractual Services	\$5,000	\$0	\$5,000	7/1/2023	4/30/2025
4	Final Adaptation Plan	Contractual Services	\$50,000	\$0	\$50,000	7/1/2023	7/31/2025
5	Public Presentation	Contractual Services	\$5,000	\$0	\$5,000	7/1/2023	7/31/2025
Total:			\$95,000	\$0	\$95,000		

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements**

Attachment 4

1. Public Records.

- a. If the Agreement exceeds \$35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.
- b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. Additional Public Records Duties of Section 119.0701, F.S., If Applicable.

For the purposes of this paragraph, the term “contract” means the “Agreement.” If Grantee is a “contractor” as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

- a. Keep and maintain Public Records required by Department to perform the service.
- b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.
- d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.
- e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department’s custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

f. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT’S CUSTODIAN OF PUBLIC RECORDS AT:

Telephone: (850) 245-2118
Email: public.services@floridadep.gov
Mailing Address: Department of Environmental Protection
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Audit Requirements
(State and Federal Financial Assistance)**

Attachment 5

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient (*which may be referred to as the "Recipient", "Grantee" or other name in the agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends \$750,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.
3. A recipient that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <https://sam.gov/content/assistance-listings>.

PART II: STATE FUNDED

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

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512
 - A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

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

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/facweb/>

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

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

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

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (<http://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

Attachment 5

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5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and the reporting package was delivered to the recipient correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year ¹	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Award	Florida Department of Environmental Protection	23/24	37.098	Resilient Florida Programs	\$95,000.00	140078
State Program B	State Awarding Agency	State Fiscal Year ²	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award					\$95,000.00	
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Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [<https://sam.gov/content/assistance-listings>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]). The

¹ Subject to change by Change Order.

² Subject to change by Change Order.

services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
PROGRAM-SPECIFIC REQUIREMENTS
RESILIENT FLORIDA PROGRAM**

ATTACHMENT 6

1. Sea Level Impact Projection Study Requirement. If a state-funded construction project is located within an area where a Sea Level Impact Protection (SLIP) study is required pursuant to the relevant Florida Statute (s. 161.551, *Florida Statutes* (F.S.), before July 1, 2024; s. 380.0937, F.S., beginning July 1, 2024, and thereafter), the Grantee is responsible for conducting such a SLIP study and submitting the resulting report to the Department. The SLIP study report must be received by the Department, approved by the Department, and published on the Department's website for at least thirty (30) days before construction can commence. Upon submission to the Department, SLIP study reports must meet all relevant statutory requirements, as well as the then-current standards and criteria indicated in Chapter 62S-7, *Florida Administrative Code*.
2. Permits. The Grantee acknowledges that receipt of this grant does not imply nor guarantee that a federal, state, or local permit will be issued for a particular activity. The Grantee agrees to ensure that all necessary permits are obtained prior to implementation of any grant-funded activity that may fall under applicable federal, state, or local laws. Further, the Grantee shall abide by all terms and conditions of each applicable permit for any grant-funded activity. Upon request, the Grantee must provide a copy of all acquired and approved permits for the project.
3. Attachment 3, Grant Work Plan, Performance Measures. All deliverables and reports submitted to the Department should be submitted electronically and must be compliant with the Americans with Disabilities Act, also known as "508 Compliant," in all formats provided.
4. Copyright, Patent and Trademark. The Department reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for state government purposes:
 - a. The copyright in any work developed under this Agreement; and
 - b. Any rights or copyright to which the Grantee or subcontractor purchases ownership with grant support.
5. Grant funds may not be used to support ongoing efforts to comply with certain legal requirements or actions that were unanticipated, non-existent, or unknown to the Department at the time of this Agreement's execution, including regulatory and permit compliance requirements, non-compliance and citation fees, fees resulting from unanticipated permit conditions, settlement agreements, and compliance with formal or informal enforcement actions to resolve violations of applicable rules and statutes (including consent orders, Closed Without Official Enforcement agreements, and similar enforcement actions). Grant funds may be utilized to support ongoing efforts to comply with permit-required conditions, as approved by the Resilient Florida Program (e.g., pre-, during-, and post-construction monitoring and mitigation efforts).
6. Funding Source. With the exception of audiovisuals not intended for presentation to the general public that are produced either as research instruments or for documenting experimentation or findings (unless otherwise required under the special terms of this Agreement), Grantee agrees to include the Department's logo (which can be found on the Department's website at: <https://floridadep.gov> or by contacting the Grant Manager for a copy) on all publications, printed reports, maps, audiovisuals (including videos, slides, and websites), and similar materials, as well as the following language:

"This work was funded in part through a grant agreement from the Florida Department of Environmental Protection's Office of Resilience and Coastal Protection Resilient Florida Program. The views, statements,

findings, conclusions, and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its subagencies.”

The next printed line must identify the month and year of the publication.

7. Final Project Report. The Grantee must submit Exhibit F, Final Project Report Form, prior to requesting final payment. The Final Project Report may be submitted in lieu of the final quarterly status report, only in instances where the next quarterly report falls after the project’s completion date.
8. Project Photos. The Grantee must submit Exhibit G, Photo Release Form, with the first submission of deliverables and reports (Exhibit A and F) that include photos.
9. Contractual Services. For all grant agreements that include Contractual Services as an expenditure category, the Grantee must submit Exhibit H, Contractual Services Certification, and all required supporting documentation for all contractors conducting work under the grant agreement, prior to requesting payment that includes contractual services.
10. Vulnerability Assessments. For all Planning grant agreements (Resilient Florida Grant Program and Regional Resilience Entities), the Grantee must submit Exhibit I, Vulnerability Assessment Compliance Checklist Certification, with the final grant deliverable(s).
11. Geographic Information System (GIS) files and associated metadata. All GIS files and associated metadata must adhere to the Resilient Florida Program’s GIS Data Standards (found on the Resilient Florida Program website: <https://floridadep.gov/rcp/resilient-florida-program/documents/resilient-florida-program-gis-data-standards>), and raw data sources shall be defined within the associated metadata.
12. State and Local Fiscal Recovery Funds. For all grant agreements funded with the Coronavirus State and Local Fiscal Recovery Funds (SLFRF) under the American Rescue Plan Act, the Grantee must submit the SLFRF Reporting Requirements Form upon execution of the grant agreement.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
EXHIBIT A
PROGRESS REPORT FORM**

The current **Exhibit A, Progress Report Form** for the Resilient Florida Program grant agreements can be found on the Department's website at the link below. Each payment request must be submitted on the current form. The Department will notify grantees of any substantial changes to Exhibit A that occur during the grant agreement period.

<https://floridadep.gov/Resilient-Florida-Program/Grants>

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
EXHIBIT C
PAYMENT REQUEST SUMMARY FORM**

The current **Exhibit C, Payment Request Summary Form** for the Resilient Florida Program grant agreements can be found on the Department's website at the link below. Each payment request must be submitted on the current form. The Department will notify grantees of any substantial changes to Exhibit C that occur during the grant agreement period.

<https://floridadep.gov/Resilient-Florida-Program/Grants>

EXHIBIT F

DEP AGREEMENT NO. 24PLN37

CITY OF FERNANDINA BEACH ADAPTATION PLAN

City of Fernandina Beach

Final Project Report



Insert Month & Year

This report is funded in part through a grant agreement from the Florida Department of Environmental Protection. The views, statements, findings, conclusions, and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its subagencies.

Part I. Executive Summary

Part II. Methodology

Part III. Outcome

Include the following: 1) evaluation of project's ability to meet goals and expected performance measures and provide explanation for why goals were not met, if applicable; 2) identify successful outcomes, areas for improvement, and quantifiable metrics (including the assigned metric in Exhibit A, if applicable) as a result of the project; and 3) final project photos, if an implementation construction project.

Part IV. Further Recommendations

Instructions for completing Exhibit F Final Project Report Form:

DEP AGREEMENT NO.: This is the number on your grant agreement.

GRANTEE NAME: Enter the name of the grantee's agency.

PROJECT TITLE: Enter the title shown on the first page of the grant agreement.

MONTH & YEAR: Enter month and year of publication

The final Project Report must contain the following sections: Executive Summary, Methodology, Outcome, and Further Recommendations. The Final Project Report must comply with the publication requirements in the grant agreement. Please limit the final project report to no more than five (5) pages. One electronic copy shall be submitted to the Department's Grant Manager for approval. Final payment will be held until receipt and approval of the Final Project Report.

Questions regarding completion of the Final Project Report should be directed to the Department's Grant Manager, identified in paragraph 18 of this agreement.



Florida Department of Environmental Protection

EXHIBIT G

**PHOTOGRAPHER RELEASE FORM
FOR PHOTOGRAPHS, VIDEOS, AUDIO RECORDINGS AND ARTWORKS**

DEP AGREEMENT NO: 24PLN37

RELEASE FORM FOR PHOTOGRAPHS, VIDEOS, AUDIO RECORDINGS AND ARTWORKS

Owner/Submitter's Name: _____

Address: _____

City: _____ **State:** _____ **Zip:** _____

Phone Number: () _____ **Email:** _____

License and Indemnification

I certify that I am the owner of the photograph(s), video(s), audio recording(s) and/or artwork(s) being submitted and am eighteen (18) years of age or older.

I hereby grant to the Florida Department of Environmental Protection the royalty-free and non-exclusive right to distribute, publish and use the photograph(s), video(s), audio recording(s) and art work(s) submitted herewith (the "Work") to promote the Florida Department of Environmental Protection. Uses may include, but are not limited to:

1. Promotion of FDEP (including, but limited to publications, websites, social media venues, advertisements, etc.); and
2. Distribution to the media; and
3. Use in commercial products.

The Florida Department of Environmental Protection reserves the right to use/not use any Work as deemed appropriate by the Florida Department of Environmental Protection. No Work will be returned once submitted.

I hereby acknowledge that the Florida Department of Environmental Protection shall bear no responsibility whatsoever for protecting the Work against third-party infringement of my copyright interest or other intellectual property rights or other rights I may hold in such Work, and in no way shall be responsible for any losses I may suffer as a result of any such infringement; and I hereby represent and warrant that the Work does not infringe the rights of any other individual or entity.

I hereby unconditionally release, hold harmless and indemnify the Florida Department of Environmental Protection, its employees, volunteers, and representatives of and from all claims, liabilities and losses arising out of or in connection with the Florida Department of Environmental Protection's use of the Work. This release and indemnification shall be binding upon me, and my heirs, executors, administrators and assigns.

I have read and understand the terms of this release.

Owner signature: _____ **Date:** _____

**Photo/video/audio/artwork/recording
file name(s):** _____

**Location of photo/video/audio
recording/artwork:** _____

Name of person accepting Work submission _____

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
CONTRACTUAL SERVICES CERTIFICATION**

Exhibit H

Required for all grant agreements that include Contractual Services as an expenditure category.

DEP Agreement Number: 24PLN37

Project Title: City of Fernandina Beach Adaptation Plan

Grantee: City of Fernandina Beach

Subcontractor: _____

Note: Submit separate Exhibit H Certification for each additional subcontractor.

Prior to making a request for payment of contractual services, the Grantee must provide the following to the Department Grant Manager then responsible for the Grantee's Resilient Florida Grant Program grant agreement:

1. Documentation of the Grantee's procurement process, as consistent with Attachment 1, Paragraph 9(c) and Attachment 2, Paragraph 11;
2. A list of all subcontractor quote and/or bid amounts (as applicable), including the company name and address for each subcontractor;
3. An explanation of how and why the Grantee made their determination(s) for the subcontractor(s) selected to perform certain task(s) under the Grantee's relevant grant agreement;
4. A copy of the Grantee's executed subcontract agreement, as required by Attachment 2, Paragraph 11; and
5. This Exhibit H, signed and dated by the Grantee's own (non-Departmental) grant manager.

By signing below, I certify that, on behalf of the Grantee, I have provided all the information required by items 1. through 4. of this exhibit, as stated above, to the Department Grant Manager currently responsible for the Grantee's Resilient Florida Grant Program grant agreement. I also certify that the procurement process the Grantee utilized follows all of said Grantee's non-Departmental policies and procedures for subcontractors.

Grantee's Grant Manager Signature

Print Name

Date

**COMMON CARRIER OR CONTRACTED CARRIER ATTESTATION
FORM
(PUR 1808)**

Exhibit J

This form must be completed by a Common Carrier or contracted carrier and submitted to the Governmental Entity with which a Contract being is executed, amended, or renewed. Capitalized terms used herein have the definitions ascribed in section 908.111, F.S.

N/A (no common carriers) _____ is not willfully providing and will not willfully provide any service during the Contract term in furtherance of transporting a person into this state knowing that the person is an Unauthorized Alien, except to facilitate the detention, removal, or departure of the person from this state or the United States.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name: Lorelei Jacobs

Title: Grants Administrator

Signature: *Lorelei Jacobs*

Date: 1/19/2024

CITY OF FERNANDINA BEACH, FLORIDA
REQUEST FOR QUALIFICATIONS
RFQ 24-03 ADAPTATION PLAN CITY OF FERNANDINA BEACH, FL

INTRODUCTION

The City of Fernandina Beach, Florida (City) presents this Request for Qualifications (RFQ) for qualified firms to complete the **FERNANDINA BEACH ADAPTATION PLAN** consistence with the **FLORIDA ADAPTATION PLANNING GUIDEBOOK** for the City of Fernandina Beach, Florida.

The City will receive sealed submittals at the location stated below not later than **2:00pm, October 22, 2024**.

Any submittal received after the above stated time and date will not be considered. It will be the sole responsibility of the Respondent to have its submittal delivered to the City of Fernandina Beach, by U.S. Mail, hand delivery or any other method available to him/her; however, facsimile, or electronic submittals will not be accepted. Delay in delivery will be the sole responsibility of the Respondent. Submittals received after the deadline will not be considered.

RESPONDENTS ARE REFERRED TO THE ATTACHED GENERAL CONDITIONS FOR OTHER IMPORTANT INFORMATION REGARDING THE REQUEST FOR QUALIFICATIONS PROCESS, REQUIREMENTS AND EXHIBITS.

The original RFQ submittal (**1 original, 4 copies and 1 electronic copy, CD, or thumb drive**) must be delivered to City Hall in a sealed package, clearly marked on the outside, **RFQ 24-03** and addressed to:

City of Fernandina Beach
Attn: City Clerk's Office – **RFQ #24-03**
204 Ash Street
Fernandina Beach, FL 32034

Hand delivered Submittal is to be taken to the Clerk's Office at the above address.

The proposal must be submitted on the specified **Contact Sheet**, hereto attached as "**Exhibit A**". The person signing the Response Form must have the authority to bind the proposer to the Submittal. All information on the Price Submittal form must be provided, or the submittal may not be accepted.

The sealed Submittal must be accompanied by a "**Public Entity Crimes**", herein provided as "**Exhibit B**", "**Drug-Free Workplace Certification**" herein provides as "**Exhibit C**", "**E-Verify Statement**" herein provided as "**Exhibit D**", "**Proposer Acknowledgements and Agreements**", herein provided as "**Exhibit E**", "**Conflict of Interest**", herein provided as, "**Exhibit F**", "**Non-Collusion Affidavit**", herein provided as "**Exhibit G**", "**Dispute Disclosure**", herein provided as "**Exhibit H**", and "**Federal Requirements for ARPA Funds**", herein provided as "**Exhibit I**".

FIRM SHALL SIGN AND INCLUDE EXHIBITS "A-I". Failure to so, may result in rejection of the Submittal.

In accordance with Item 16, General Terms and Conditions, please provide **proof the Contractor/Vendor is not listed in the Excluded Parties List System**, a federal suspension and debarment listing.

An example of the City of Fernandina Beach contract is included in this bid packet.

CITY OF FERNANDINA BEACH, FLORIDA
REQUEST FOR QUALIFICATIONS
RFQ 24-03 ADAPTATION PLAN CITY OF FERNANDINA BEACH, FL

SCOPE OF WORK

The City of Fernandina Beach, Florida (City) is requesting qualification submittals for an overall project management plan and address initial actions and to then conduct a kick-off meeting for the Fernandina Beach Adaptation Plan project

After receiving qualification submittals from interested professional firms, the City will evaluate the submittal qualifications and capabilities to include, but not be limited to, such factors as: experience; capabilities; past record; past performance; adequacy of personnel; ability of professional personnel; willingness and ability to meet time and budget requirements; recent, current and projected workload; location; ability to furnish the required services; and such other factors as may be determined by the Evaluation Committee to be applicable to the particular requirements of the project for which the professional services have been requested. During the evaluation process, the City may elect to interview one or more firms who have submitted their qualifications.

Upon completion of the evaluation process, the City will select the firm(s) that best meets its needs for the project and will request a proposal from such firm(s) for the proposed project.

TASKS AND DELIVERABLES

Task 1: Kick Off Meeting:

The firm will develop an overall project management plan and address initial actions and then conduct a kick-off meeting for the project. Meeting attendees will discuss the project scope, project goals, schedule, key milestones, and deliverables in order to develop a consistent project approach. The Grantee will prepare the agenda, sign-in sheet, draft project schedule, presentation, and other meeting materials as necessary.

Deliverables:

- **1.1:** Meeting agenda to include location, date, and time of meeting;
- **1.2:** Meeting sign-in sheets or attendance records with attendee names and affiliation;
- **1.3:** A copy of the presentation(s) and any material created for distribution at the meeting, as applicable;
- **1.4:** Kick-off meeting minutes, which documents all decisions and agreed upon outcomes of the meeting; and
- **1.5:** A summary report including attendee input and meeting outcomes.

Task 2: Draft Adaptation Needs and Strategies:

The firm will develop adaptation needs and strategies for the inclusion in the Adaptation Plan (AP).

The AP will include a table listing the adaptation needs and corresponding recommended strategies for each as well as a map illustrating the critical assets identified as adaptation needs. The AP shall be consistent with the guidelines in the Florida Adaptation Planning Guidebook.

Deliverables:

- **2.1:** A draft AP

Task 3: Community Prioritization of Adaptation Needs:

Public meetings will be held to develop a prioritization of adaptation needs for the community. The Firm will present a draft AP that includes the following: assessment of adaptive capacities, adaptation

CITY OF FERNANDINA BEACH, FLORIDA
REQUEST FOR QUALIFICATIONS
RFQ 24-03 ADAPTATION PLAN CITY OF FERNANDINA BEACH, FL

needs, and identification of adaptation strategies. The purpose of the meeting is to allow the public to provide community-specific input on the identified adaptation needs and strategies as identified in the draft AP as well as an opportunity to prioritize adaptation needs. The Grantee will prepare all social media notifications, meeting invitations, meeting materials, presentations, and graphics utilized during the meeting, as applicable.

Deliverables:

- **3.1:** Meeting agendas to include location, date, and time of meeting;
- **3.2:** Meeting sign-in sheets with attendee names and affiliation (i.e. local stakeholder, resident, steering committee member, local government staff);
- **3.3:** A copy of the presentation(s) and any materials created in preparation of or for distribution at the meeting (i.e. social media posts, public announcements, graphics), as applicable;
- **3.4:** A copy of the file or weblink of the video or audio recording from the meeting, if applicable; and
- **3.5:** A summary report including attendee input and meeting outcomes.

Task 4: Final Adaptation Plan:

The Grantee will complete an AP that is consistent with the Florida Adaptation Planning Guidebook. The AP will also include a list of prioritized projects for each asset class as defined in subsection 380.093(2) Florida Statutes, for consideration and implementation. The AP shall be consistent with the guidelines in the Florida Adaptation Planning Guidebook and will include adaptation action areas and high-level conceptual designs and engineering budgets for the top tier prioritized projects. GIS data of all locations will be provided. Additionally, the Grantee will integrate the final AP into existing local planning products including the Comprehensive Plan, Building Code, the Local Mitigation Strategy, the Capital Improvement Plan, and the Stormwater Management Master Plan.

Deliverables:

- **4.1:** A final AP, to include any products or documentation, either within or as appendices or independent sections, resulting from all optional subtasks included in the Task Description.

Task 5: Public Presentation:

The Grantee will present the final AP results to local governing boards, technical committees or other appropriate officers and elected officials in a public presentation. The purpose of the presentation will be to share the outcomes of the final AP including resulting prioritized project recommendations and future project funding. The Grantee will prepare all social media notifications, meeting invitations, meeting materials, presentations, and graphics utilized during the meeting, as applicable.

Deliverables:

- **5.1:** Meeting agendas to include location, date, and time of meeting;
- **5.2:** Meeting sign-in sheets with attendee names and affiliation (i.e. local stakeholder, resident, steering committee member, local government staff);

CITY OF FERNANDINA BEACH, FLORIDA
REQUEST FOR QUALIFICATIONS
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- **5.3:** A copy of the presentation(s) and any materials created in preparation of or for distribution at the meeting (i.e. social media posts, public announcement, graphics), as applicable;
- **5.4:** A copy of the file or weblink of the video or audio recording from the meeting if applicable; and
- **5.5:** A summary report including attendee input and meeting outcomes.

EVALUATION

An Evaluation Committee will review all responsive submittals. The submittals will be evaluated using the evaluation criteria set forth herein. The information that will be considered and relative scoring for each criterion is as follows:

Experience of the team members 40 points

Does the respondent team demonstrate the understanding of the project and contain the skills to complete the work and understand the overall goals of the City for this project.

Past Performance/References 40 points

Has the team members successfully completed similar projects and worked as a team previously on similar projects.

Proposed Schedule 20 Points

Does the schedule proposed by the team demonstrate understanding of the efforts required and fully identify significant milestones based on the scope of work involved.

The City of Fernandina Beach shall be the judge of its own best interest regarding the evaluation of the submittals. Selection of the firm(s) may be made to the most responsive and responsible firm's submittal determined to be the most advantageous to the City.

The City reserves the right to consider information and fact, whether gained from the firm's submittal, question and answer conferences, references, and/or other sources in the evaluation process.

CONTACT

Specific questions during the submittal period must be submitted in writing to Wanda Weeks, Purchasing Agent, at wweeks@fbfl.org.

Respondents are hereby put on notice that no contact will be made with any of the City Commission members, other City staff, or others that may be involved in the selection process to discuss this request or to influence the outcome of the selection.

ADDENDA

A written response to Respondent questions will be issued via Addendum and posted on the City's website at www.fbfl.us/bids and DemandStar at www.demandstar.com. It is the Respondent's

CITY OF FERNANDINA BEACH, FLORIDA
REQUEST FOR QUALIFICATIONS
RFQ 24-03 ADAPTATION PLAN CITY OF FERNANDINA BEACH, FL

responsibility to check the City's website for Addenda prior to submitting their proposal. The deadline for questions is **ten** days before proposal submittal opening.

If there is an Addendum it becomes part of the original RFQ and must be acknowledged by attaching a copy of the Addendum, signed by an authorized representative of the person or company submitting the bid or proposal. Failure to do so may disqualify the submittal.

INSURANCE REQUIREMENTS

Insurance requirements are outlined in the General Conditions of this Request for Qualifications.

CITY OF FERNANDINA BEACH, FLORIDA
REQUEST FOR QUALIFICATIONS
RFQ 24-03 ADAPTATION PLAN CITY OF FERNANDINA BEACH, FL

GENERAL CONDITIONS OF REQUEST FOR QUALIFICATIONS

REJECTION OF RESPONSE

- a. The City reserves the right to accept or reject any or all Respondents, to waive irregularities and technicalities, and to request resubmission or to re-advertise for the services. The City shall be the sole judge of the submittals. The City's decision shall be final.

LATE RESPONSE

- a. Request for Qualifications and modifications received after the time set for the opening will not be considered.
- b. Modifications in writing received prior to the time set for the opening will be accepted.

LOCAL, STATE, AND FEDERAL COMPLIANCE

- a. Respondents shall comply with all local, state, and federal directives, orders and laws as applicable to the REQUEST FOR QUALIFICATIONS and subsequent contract(s) in accordance with the requirements as stated in CFR 200.321, including but not limited to Equal Employment Opportunity (EEO), Minority Business Enterprise (MBE), and Occupational Safety and Health Administration (OSHA) as applicable to this contract.
- b. A "Public Entity Crimes Statement", in accordance with Florida Statutes, Section 287.133 (3) (a), on Public Entity Crimes, attached hereto as "Exhibit B", must be received at the time of the proposal.
- c. A "Drug Free Workplace Certification" attached hereto as "Exhibit C", must be received at the time of the proposal.
- d. The City of Fernandina Beach requires that the Proposer selected will not discriminate under the contract against any person, in accordance with federal, state and local government regulations.
- e. An "E-Verify Statement" attached hereto as "Exhibit D" must be received at the time of the proposal.

AWARD OF REQUEST FOR QUALIFICATIONS

- a. The REQUEST FOR QUALIFICATIONS will be awarded to the most responsive and responsible submittal offering the best value to the City of Fernandina Beach.
- b. The City reserves the right to accept and award item by item, and/or by group, or in the aggregate.
- c. A written award of acceptance (Contract) mailed or otherwise furnished to the successful submittal shall result in a binding contract without further action by either party.
- d. Unless otherwise noted in the specifications, the length of the agreement shall be one year with two one-year renewals possible based on the mutual consent of the parties.

CITY OF FERNANDINA BEACH, FLORIDA

REQUEST FOR QUALIFICATIONS

RFQ 24-03 ADAPTATION PLAN CITY OF FERNANDINA BEACH, FL

- e. Upon award, for construction projects, the Contractor will be required to complete/execute the City's Contract and General Conditions for Construction Services. An example of the contract can be found on the City's website at www.fbfl.us/bids, Bids and Purchasing web page.
- f. Agreement may be cancelled with 60-day notice unless otherwise stated in signed contract documents.

NOT RESPONSIBLE FOR COSTS

- a. The City shall not be responsible for any cost incurred by a prospective Respondent in re this Request for Qualifications.

PUBLIC INFORMATION

- a. All information contained in this Request for Qualifications is public information, and as such will be handled in accordance with chapter 119, Florida Statutes.

ADDITIONAL INFORMATION

- a. The City reserves the right to require Respondents to provide references and information on previous similar experience prior to award of the contract.

PAYMENT

- a. Payment due hereunder shall be made by the City to INDIVIDUAL/FIRM in accordance with the Florida Prompt Payment Act.

PROTESTS

- a. Respondent protest conditions and procedures are in accordance with City Ordinances – Part 2, Chapter 2, Article VII, Division 2, Section 2-444.

FEDERAL GRANT MONEY

In the event this project is funded with federal grant monies, INDIVIDUAL/FIRM may not participate in the proposal if INDIVIDUAL/FIRM is listed in the Excluded Parties List System (EPLS) a federal suspension and debarment listing. The Federal Government's Excluded Parties List System (EPL) is located at, including but not limited to, <https://www.sam.gov/portal/SAM/>. INDIVIDUAL/FIRM shall include copy of search results with bid or proposal.

LOBBYING

Lobbying is defined as any action taken by an individual, firm, association, joint venture, partnership, syndicate, corporation, and/or all other groups who seek to influence the governmental decision of a Board Member, the City Manager, and/or any City Personnel during the solicitation process. The lobbying black-out period commences upon the issuance of this solicitation and concluded upon the signing of the agreement. INDIVIDUAL/FIRM shall not contact any Commission Member and/or any requesting or evaluating Department/Office person during

CITY OF FERNANDINA BEACH, FLORIDA
REQUEST FOR QUALIFICATIONS
RFQ 24-03 ADAPTATION PLAN CITY OF FERNANDINA BEACH, FL

said black-out period. All questions and procedural matters shall be directed to the City Manager. The City Commissioners and/or the City Manager may disqualify any solicitation response where any Commissioner, the City Manager, and/or City Personnel have been lobbied in violation of the black-out period.

**CITY OF FERNANDINA BEACH, FLORIDA
REQUEST FOR QUALIFICATIONS
RFQ 24-03 ADAPTATION PLAN CITY OF FERNANDINA BEACH, FL**

EXHIBITS

EXHIBIT "A"	Contact Sheet
EXHIBIT "B"	Public Entity Crimes
EXHIBIT "C"	Drug-Free Workplace Certification
EXHIBIT "D"	E-Verify Statement
EXHIBIT "E"	Proposer Acknowledgements and Agreements
EXHIBIT "F"	Conflict of Interest
EXHIBIT "G"	Non-Collusion Affidavit
EXHIBIT "H"	Disputes Disclosure
EXHIBIT "I"	Federal Requirements for ARPA Funds

**CITY OF FERNANDINA BEACH, FLORIDA
REQUEST FOR QUALIFICATIONS
RFQ 24-03 ADAPTATION PLAN CITY OF FERNANDINA BEACH, FL**

EXHIBIT "A"

CONTACT SHEET

Name: _____

Federal Taxpayer ID: _____

Mailing Address: _____

City, State, & Zip Code: _____

Telephone: _____ **Fax:** _____

Email: _____

Submitted By: _____

Title: _____

Accounting Contact:

Name: _____ **Title:** _____

Email Address: _____ **Phone:** _____

THIS FORM MUST BE INCLUDED WITH SUBMITTAL

CITY OF FERNANDINA BEACH, FLORIDA

REQUEST FOR QUALIFICATIONS

RFQ 24-03 ADAPTATION PLAN CITY OF FERNANDINA BEACH, FL

EXHIBIT "B"

SWORN STATEMENT UNDER F.S. SECTION 287.133(3) (A), ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal or Contract for _____.
2. This sworn statement is submitted by (entity) _____ whose business address is _____ and (if applicable) Federal Employer Identification Number (FEIN) is _____ (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)
3. My name is _____ and my relationship to the entity named above is _____.
4. I understand that a "public entity crime" as defined in Paragraph 287.133(a) (g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(a) (b), Florida Statutes, means finding of guilt or a conviction of a public entity crime with or without an adjudication of guilt, in any federal or state trial court of records relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1) (a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The City of Fernandina Beach, Florida ownership by one of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under a length agreement, must be a prima facie case that one person controls another person. A person who was knowingly convicted of a public entity crime, in Florida during the preceding 36 months must be considered an affiliate.

CITY OF FERNANDINA BEACH, FLORIDA

REQUEST FOR QUALIFICATIONS

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7. I understand that a "person" as defined in Paragraph 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal power to enter into a binding contract for provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

_____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted FIRM list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in public interest to remove the person or affiliate from the convicted FIRM list. (Please attach a copy of the final order.)

_____ The person or affiliate has not been placed on the convicted FIRM list. (Please describe any action taken by, or pending with, the Department of General Services.)

Signature

Date:

STATE OF FLORIDA

COUNTY OF _____

PERSONALLY, APPEARED BEFORE ME, the undersigned authority, _____ who, after first being sworn by me, affixed his/her signature at the space provided above on this ____ day of _____, 20____, and is personally known to me, or has provided _____ as identification.

Notary Public

My Commission expires: _____

THIS FORM MUST BE INCLUDED WITH SUBMITTAL

CITY OF FERNANDINA BEACH, FLORIDA
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EXHIBIT "C"
DRUG-FREE WORKPLACE CERTIFICATION

The below-signed INDIVIDUAL/FIRM certifies that it has implemented a drug-free workplace program. In order to have a drug-free workplace prepare, a business must:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violation of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or services a copy of the statement specified in paragraph 1.
4. In the statement in paragraph 1., notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of nolo contendere to, any violation occurring in the workplace no later than five (5) working days after such conviction.
5. Impose a sanction on or require fine satisfactory participation in drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement, I Certify that this firm complies fully with the above drug-free workplace requirements.

COMPANY: _____

CITY: _____ STATE: _____ ZIP CODE: _____

SIGNATURE: _____ PHONE: _____

NAME (TYPED OR PRINTED): _____ TITLE: _____

THIS FORM MUST BE INCLUDED WITH SUBMITTAL

**CITY OF FERNANDINA BEACH, FLORIDA
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EXHIBIT “D”

E-VERIFY STATEMENT

Bid/Proposal Number: _____

Project Description: _____

I/FIRM acknowledges and agrees to the following:

I/FIRM will utilize the U.S. Department of Homeland Security’s E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

1. All persons employed by the FIRM during the term of the Contract to perform employment duties within Florida; and
2. All persons assigned by the FIRM to perform work pursuant to the contract with the Department.

Individual/Company/Firm: _____

Authorized Signature: _____

Title: _____

Date: _____

THIS FORM MUST BE INCLUDED WITH SUBMITTAL

**CITY OF FERNANDINA BEACH, FLORIDA
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EXHIBIT “E”

PROPOSER ACKNOWLEDGEMENTS AND AGREEMENTS

The undersigned, as an employee or agent of the Proposer, having the authority to sign a binding agreement on behalf of the corporation, company, or firm presenting this submittal, confirms understanding and/or agreement and/or takes exception with any statement in the following sections of this RFP document.

1. INTRODUCTION AND GENERAL INFORMATION
Understands and agrees to all terms.
2. PROPOSAL INSTRUCTIONS, TERMS AND CONDITIONS
Understands and agrees to all terms.
3. EVALUATION AND CONTRACT OVERVIEW
Understands and agrees to all terms.
4. PROPOSER’S RESPONSE: SUBMITTAL INFORMATION
Understands and agrees to all terms.
5. PROPOSER’S RESPONSE: PROPOSED TEAM
Understands and agrees to all terms.
6. PROPOSER’S RESPONSE: PROPOSED COMPENSATION
Understands and agrees to all terms.

Name: _____ Title: _____

Signature: _____ Date: _____

THIS FORM MUST BE INCLUDED WITH SUBMITTAL

CITY OF FERNANDINA BEACH, FLORIDA
REQUEST FOR QUALIFICATIONS
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EXHIBIT "F"

CONFLICT OF INTEREST STATEMENT

This sworn statement is submitted with Bid, Proposal or Contract for _____

This sworn statement is submitted by (entity) _____ whose business address is _____ and (if applicable) Federal Employer Identification Number (FEIN) is _____ (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is _____ and my relationship to the entity named above is _____.

1. The above-named entity is submitting a Proposal for the City of Fernandina Beach.
2. The Affiant has made diligent inquiry and provides the information contained in the Affidavit based upon his/her own knowledge.
3. The Affiant states that only one submittal for the above proposal is being submitted and that the above-named entity has no financial interest in other entities submitting proposals for the same project.
4. Neither the Affiant nor the above-named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraints of free competitive pricing in connection with the entity's submittal for the above proposal. This statement restricts the discussion of pricing data until the completion of negotiations if necessary and execution of the Contract for this project.
5. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise ineligible from participation in contract letting by any local, State, or Federal Agency.
6. Neither the entity nor its affiliates, nor anyone associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
7. I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with the City of Fernandina Beach.
8. I certify that no member of the entity's ownership or management, or staff has a vested interest in any aspect of the City of Fernandina Beach.
9. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above-named entity, will immediately notify the City of Fernandina Beach.

Signature

Date:

**CITY OF FERNANDINA BEACH, FLORIDA
REQUEST FOR QUALIFICATIONS
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STATE OF FLORIDA

COUNTY OF _____

PERSONALLY, APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this ____ day of _____, 20____, and is personally known to me, or has provided _____ as identification.

Notary Signature

My Commission expires: _____

THIS FORM MUST BE INCLUDED WITH SUBMITTAL

CITY OF FERNANDINA BEACH, FLORIDA

REQUEST FOR QUALIFICATIONS

RFQ 24-03 ADAPTATION PLAN CITY OF FERNANDINA BEACH, FL

EXHIBIT "G"

NON-COLLUSION AFFIDAVIT

This sworn statement is submitted with Bid, Proposal or Contract for _____.

This sworn statement is submitted by (entity) _____ whose business address is _____ and (if applicable) Federal Employer Identification Number (FEIN) is _____ (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is _____ and my relationship to the entity named above is _____.

1. The above named is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;
2. Such Proposal is genuine and is not a collusive or sham proposal;
3. Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, connived, or agreed, directly or indirectly, with any other Responder, firm or person to submit a collusive or sham Proposal in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Responder, firm, or person to fix the price or prices in the attached proposal or any other Responder, or to fix any overhead, profit or cost element of the proposal price or the proposal price of any other Responder, or to secure through any collusion, connivance, or unlawful agreement any advantage against the City of Fernandina Beach, Florida or any person interested in the proposed Contract; and
4. The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Responder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signature

Date:

STATE OF FLORIDA

COUNTY OF _____

PERSONALLY, APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this ____ day of _____, 20____, and is personally known to me, or has provided _____ as identification.

Notary Signature

My Commission expires: _____

THIS FORM MUST BE INCLUDED WITH SUBMITTAL

**CITY OF FERNANDINA BEACH, FLORIDA
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EXHIBIT “H”

DISPUTES DISCLOSURE FORM

Answer the following questions by placing an “X” after “YES” or “NO”. If you answer “YES”, please explain in the space provided, or via attachment.

Has your firm or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulations or any other regulatory agency or professional association within the last five (5) years?

YES___ NO___

Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

YES_____NO_____

Has your firm had against it or filed any request for equitable adjustment, contract claims, bid protest, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

YES_____NO_____

If yes, state the nature of the request for equitable adjustment, contract claim, litigation, or protest, and state a brief description of the case, the outcome or status of the suit and the monetary amounts or extended contract time involved.

I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation or falsification of facts must be cause for forfeiture of rights for further consideration of this proposal for the City of Fernandina Beach.

Firm

Date

Authorized Signature

Printed or Typed Name and Title

THIS FORM MUST BE INCLUDED WITH SUBMITTAL

**CITY OF FERNANDINA BEACH RFQ 24-03
SUBMITTAL OPENING OCTOBER 22, 2024**

RFQ 24-03 ADAPTATION PLAN FERNANDINA BEACH

Attended by: Wanda Weeks

DATE/TIME REC'D	COMPANY NAME	LOCATION
10/22/2024 10:48AM	Halff Associates	Jacksonville, FL

This is a preliminary summary of the submittals as they were
opened and announced at the submittal opening.
Contractor/Vendor should not assume award until after
final/review/recommendation for award

Select Year: 2022 ▼ Go

The 2022 Florida Statutes (including 2022 Special Session A and 2023 Special Session B)

Title XXVIII

Chapter 380

[View Entire Chapter](#)

NATURAL RESOURCES; CONSERVATION, RECLAMATION, AND USE

LAND AND WATER MANAGEMENT

380.093 Resilient Florida Grant Program; comprehensive statewide flood vulnerability and sea level rise data set and assessment; Statewide Flooding and Sea Level Rise Resilience Plan; regional resilience entities.—

(1) LEGISLATIVE INTENT.—

(a) The Legislature recognizes that the state is particularly vulnerable to adverse impacts from flooding resulting from increases in frequency and duration of rainfall events, storm surge from more frequent and severe weather systems, and sea level rise. Such adverse impacts pose economic, social, environmental, and public health and safety challenges to the state. To most effectively address these challenges, funding should be allocated in a manner that prioritizes addressing the most significant risks.

(b) The Legislature further recognizes that the adverse impacts of flooding and sea level rise affect coastal and inland communities all across the state. Consequently, a coordinated approach is necessary to maximize the benefit of efforts to address such impacts and to improve the state's resilience to flooding and sea level rise.

(c) The Legislature further recognizes that to effectively and efficiently address and prepare for the adverse impacts of flooding and sea level rise in the state, it is necessary to conduct a comprehensive statewide assessment of the specific risks posed to the state by flooding and sea level rise and develop a statewide coordinated approach to addressing such risks.

(2) DEFINITIONS.—As used in this section, the term:

(a) “Critical asset” includes:

1. Transportation assets and evacuation routes, including airports, bridges, bus terminals, ports, major roadways, marinas, rail facilities, and railroad bridges.

2. Critical infrastructure, including wastewater treatment facilities and lift stations, stormwater treatment facilities and pump stations, drinking water facilities, water utility conveyance systems, electric production and supply facilities, solid and hazardous waste facilities, military installations, communications facilities, and disaster debris management sites.

3. Critical community and emergency facilities, including schools, colleges, universities, community centers, correctional facilities, disaster recovery centers, emergency medical service facilities, emergency operation centers, fire stations, health care facilities, hospitals, law enforcement facilities, local government facilities, logistical staging areas, affordable public housing, risk shelter inventory, and state government facilities.

4. Natural, cultural, and historical resources, including conservation lands, parks, shorelines, surface waters, wetlands, and historical and cultural assets.

(b) “Department” means the Department of Environmental Protection.

(c) “Preconstruction activities” means activities associated with a project that occur before construction begins, including, but not limited to, design of the project, permitting for the project, surveys and data collection, site development, solicitation, public hearings, local code or comprehensive plan amendments, establishing local funding sources, and easement acquisition.

(d) “Regionally significant assets” means critical assets that support the needs of communities spanning multiple geopolitical jurisdictions, including, but not limited to, water resource facilities, regional medical centers, emergency operations centers, regional utilities, major transportation hubs and corridors, airports, and seaports.

(3) RESILIENT FLORIDA GRANT PROGRAM.—

(a) The Resilient Florida Grant Program is established within the department.

(b) Subject to appropriation, the department may provide grants to a county or municipality to fund:

1. The costs of community resilience planning and necessary data collection for such planning, including comprehensive plan amendments and necessary corresponding analyses that address the requirements of s. 163.3178(2)(f).
2. Vulnerability assessments that identify or address risks of inland or coastal flooding and sea level rise.
3. The development of projects, plans, and policies that allow communities to prepare for threats from flooding and sea level rise.
4. Preconstruction activities for projects to be submitted for inclusion in the Statewide Flooding and Sea Level Rise Resilience Plan that are located in a municipality that has a population of 10,000 or fewer or a county that has a population of 50,000 or fewer, according to the most recent April 1 population estimates posted on the Office of Economic and Demographic Research’s website.

(c) A vulnerability assessment conducted pursuant to paragraph (b) must encompass the entire county or municipality; include all critical assets owned or maintained by the grant applicant; and use the most recent publicly available Digital Elevation Model and generally accepted analysis and modeling techniques. An assessment may encompass a smaller geographic area or include only a portion of the critical assets owned or maintained by the grant applicant with appropriate rationale and upon approval by the department. Locally collected elevation data may also be included as part of the assessment as long as it is submitted to the department pursuant to this paragraph.

1. The assessment must include an analysis of the vulnerability of and risks to critical assets, including regionally significant assets, owned or managed by the county or municipality.
2. Upon completion of a vulnerability assessment, the county or municipality shall submit to the department the following:
 - a. A report detailing the findings of the assessment.
 - b. All electronic mapping data used to illustrate flooding and sea level rise impacts identified in the assessment. When submitting such data, the county or municipality shall include:
 - (I) Geospatial data in an electronic file format suitable for input to the department’s mapping tool.
 - (II) Geographic information system data that has been projected into the appropriate Florida State Plane Coordinate System and that is suitable for the department’s mapping tool. The county or municipality must also submit metadata using standards prescribed by the department.
 - c. A list of critical assets, including regionally significant assets, that are impacted by flooding and sea level rise.
- (d) A vulnerability assessment conducted pursuant to paragraph (b) must include all of the following:
 1. Peril of flood comprehensive plan amendments that address the requirements of s. 163.3178(2)(f), if the county or municipality is subject to such requirements and has not complied with such requirements as determined by the Department of Economic Opportunity.
 2. If applicable, the depth of:
 - a. Tidal flooding, including future high tide flooding, which must use thresholds published and provided by the department. To the extent practicable, the analysis should also geographically display the number of tidal flood days expected for each scenario and planning horizon.

b. Current and future storm surge flooding using publicly available National Oceanic and Atmospheric Administration or Federal Emergency Management Agency storm surge data. The initial storm surge event used must equal or exceed the current 100-year flood event. Higher frequency storm events may be analyzed to understand the exposure of a critical asset.

c. To the extent practicable, rainfall-induced flooding using spatiotemporal analysis or existing hydrologic and hydraulic modeling results. Future boundary conditions should be modified to consider sea level rise and high tide conditions. Vulnerability assessments for rainfall-induced flooding must include the depth of rainfall-induced flooding for a 100-year storm and a 500-year storm, as defined by the applicable water management district or, if necessary, the appropriate federal agency. Future rainfall conditions should be used, if available. Noncoastal communities must perform a rainfall-induced flooding assessment.

d. To the extent practicable, compound flooding or the combination of tidal, storm surge, and rainfall-induced flooding.

3. The following scenarios and standards:

a. All analyses in the North American Vertical Datum of 1988.

b. At least two local sea level rise scenarios, which must include the 2017 National Oceanic and Atmospheric Administration intermediate-low and intermediate-high sea level rise projections.

c. At least two planning horizons that include planning horizons for the years 2040 and 2070.

d. Local sea level data that has been interpolated between the two closest National Oceanic and Atmospheric Administration tide gauges. Local sea level data may be taken from one such gauge if the gauge has a higher mean sea level. Data taken from an alternate tide gauge may be used with appropriate rationale and department approval, as long as it is publicly available or submitted to the department pursuant to paragraph (b).

(4) COMPREHENSIVE STATEWIDE FLOOD VULNERABILITY AND SEA LEVEL RISE DATA SET AND ASSESSMENT.—

(a) By July 1, 2023, the department shall complete the development of a comprehensive statewide flood vulnerability and sea level rise data set sufficient to conduct a comprehensive statewide flood vulnerability and sea level rise assessment. In developing the data set, the department shall, in coordination with the Florida Flood Hub for Applied Research and Innovation, compile, analyze, and incorporate, as appropriate, information related to vulnerability assessments submitted to the department pursuant to subsection (3) or any previously completed assessments that meet the requirements of subsection (3).

1. The Chief Science Officer shall, in coordination with necessary experts and resources, develop statewide sea level rise projections that incorporate temporal and spatial variability, to the extent practicable, for inclusion in the data set. This subparagraph does not supersede regionally adopted projections.

2. The data set must include information necessary to determine the risks to inland and coastal communities, including, but not limited to, elevation, tidal levels, and precipitation.

(b) By July 1, 2024, the department shall complete a comprehensive statewide flood vulnerability and sea level rise assessment that identifies inland and coastal infrastructure, geographic areas, and communities in the state that are vulnerable to flooding and sea level rise and the associated risks.

1. The department shall use the comprehensive statewide flood vulnerability and sea level rise data set to conduct the assessment.

2. The assessment must incorporate local and regional analyses of vulnerabilities and risks, including, as appropriate, local mitigation strategies and postdisaster redevelopment plans.

3. The assessment must include an inventory of critical assets, including regionally significant assets, that are essential for critical government and business functions, national security, public health and safety, the economy, flood and storm protection, water quality management, and wildlife habitat management, and must identify and analyze the vulnerability of and risks to such critical assets. When identifying critical assets for inclusion in the

assessment, the department shall also take into consideration the critical assets identified by local governments and submitted to the department pursuant to subsection (3).

(c) The department shall update the comprehensive statewide flood vulnerability and sea level rise data set and assessment every 5 years. The department may update the data set and assessment more frequently if it determines that updates are necessary to maintain the validity of the data set and assessment.

(5) STATEWIDE FLOODING AND SEA LEVEL RISE RESILIENCE PLAN.—

(a) By December 1, 2021, and each December 1 thereafter, the department shall develop a Statewide Flooding and Sea Level Rise Resilience Plan on a 3-year planning horizon and submit it to the Governor, the President of the Senate, and the Speaker of the House of Representatives. The plan must consist of ranked projects that address risks of flooding and sea level rise to coastal and inland communities in the state. All eligible projects submitted to the department pursuant to this section must be ranked and included in the plan. Each plan must include a detailed narrative overview describing how the plan was developed, including a description of the methodology used by the department to determine project eligibility, a description of the methodology used to rank projects, the specific scoring system used, the project proposal application form, a copy of each submitted project proposal application form separated by eligible projects and ineligible projects, the total number of project proposals received and deemed eligible, the total funding requested, and the total funding requested for eligible projects.

(b) The plan submitted by December 1, 2021, before the comprehensive statewide flood vulnerability and sea level rise assessment is completed, will be a preliminary plan that includes projects that address risks of flooding and sea level rise identified in available local government vulnerability assessments and projects submitted by water management districts that mitigate the risks of flooding or sea level rise on water supplies or water resources of the state. The plan submitted by December 1, 2022, and the plan submitted by December 1, 2023, will be updates to the preliminary plan. The plan submitted by December 1, 2024, and each plan submitted by December 1 thereafter, shall address risks of flooding and sea level rise identified in the comprehensive statewide flood vulnerability and sea level rise assessment.

(c) Each plan submitted by the department pursuant to this subsection must include the following information for each recommended project:

1. A description of the project.
2. The location of the project.
3. An estimate of how long the project will take to complete.
4. An estimate of the cost of the project.
5. The cost-share percentage available for the project.
6. A summary of the priority score assigned to the project.
7. The project sponsor.

(d)1. By September 1, 2021, and each September 1 thereafter, the following entities may submit to the department a list of proposed projects that address risks of flooding or sea level rise identified in vulnerability assessments that meet the requirements of subsection (3):

- a. Counties.
- b. Municipalities.
- c. Special districts as defined in s. [189.012](#) that are responsible for the management and maintenance of inlets and intracoastal waterways or for the operation and maintenance of a potable water facility, a wastewater facility, an airport, or a seaport facility.

For the plans submitted by December 1, 2021; December 1, 2022; and December 1, 2023, such entities may submit projects identified in existing vulnerability assessments that do not comply with subsection (3). A regional resilience entity may also submit proposed projects to the department

pursuant to this subparagraph on behalf of one or more member counties or municipalities.

2. By September 1, 2021, and each September 1 thereafter, the following entities may submit to the department a list of any proposed projects that mitigate the risks of flooding or sea level rise on water supplies or water resources of the state and a corresponding evaluation of each project:

- a. Water management districts.
- b. Drainage districts.
- c. Erosion control districts.
- d. Flood control districts.
- e. Regional water supply authorities.

3. Each project submitted to the department pursuant to this paragraph for consideration by the department for inclusion in the plan must include:

- a. A description of the project.
- b. The location of the project.
- c. An estimate of how long the project will take to complete.
- d. An estimate of the cost of the project.
- e. The cost-share percentage available for the project.
- f. The project sponsor.

(e) Each project included in the plan must have a minimum 50 percent cost share unless the project assists or is within a financially disadvantaged small community. For purposes of this section, the term “financially disadvantaged small community” means:

1. A municipality that has a population of 10,000 or fewer, according to the most recent April 1 population estimates posted on the Office of Economic and Demographic Research’s website, and a per capita annual income that is less than the state’s per capita annual income as shown in the most recent release from the Bureau of the Census of the United States Department of Commerce that includes both measurements; or
2. A county that has a population of 50,000 or fewer, according to the most recent April 1 population estimates posted on the Office of Economic and Demographic Research’s website, and a per capita annual income that is less than the state’s per capita annual income as shown in the most recent release from the Bureau of the Census of the United States Department of Commerce that includes both measurements.

(f) To be eligible for inclusion in the plan, a project must have been submitted pursuant to paragraph (d) or must have been identified in the comprehensive statewide flood vulnerability and sea level rise assessment, as applicable.

(g) Expenses ineligible for inclusion in the plan include, but are not limited to, expenses associated with:

1. Aesthetic vegetation.
2. Recreational structures such as piers, docks, and boardwalks.
3. Water quality components of stormwater and wastewater management systems, except for expenses to mitigate water quality impacts caused by the project or expenses related to water quality which are necessary to obtain a permit for the project.
4. Maintenance and repair of over-walks.
5. Park activities and facilities, except expenses to control flooding or erosion.
6. Navigation construction, operation, and maintenance activities.
7. Projects that provide only recreational benefits.

(h) The department shall implement a scoring system for assessing each project eligible for inclusion in the plan pursuant to this subsection. The scoring system must include the following tiers and associated criteria:

1. Tier 1 must account for 40 percent of the total score and consist of all of the following criteria:

- a. The degree to which the project addresses the risks posed by flooding and sea level rise identified in the local government vulnerability assessments or the comprehensive statewide flood vulnerability and sea level rise assessment, as applicable.
 - b. The degree to which the project addresses risks to regionally significant assets.
 - c. The degree to which the project reduces risks to areas with an overall higher percentage of vulnerable critical assets.
 - d. The degree to which the project contributes to existing flooding mitigation projects that reduce upland damage costs by incorporating new or enhanced structures or restoration and revegetation projects.
2. Tier 2 must account for 30 percent of the total score and consist of all of the following criteria:
 - a. The degree to which flooding and erosion currently affect the condition of the project area.
 - b. The overall readiness of the project to proceed in a timely manner, considering the project's readiness for the construction phase of development, the status of required permits, the status of any needed easement acquisition, and the availability of local funding sources.
 - c. The environmental habitat enhancement or inclusion of nature-based options for resilience, with priority given to state or federal critical habitat areas for threatened or endangered species.
 - d. The cost-effectiveness of the project.
 3. Tier 3 must account for 20 percent of the total score and consist of all of the following criteria:
 - a. The availability of local, state, and federal matching funds, considering the status of the funding award, and federal authorization, if applicable.
 - b. Previous state commitment and involvement in the project, considering previously funded phases, the total amount of previous state funding, and previous partial appropriations for the proposed project.
 - c. The exceedance of the flood-resistant construction requirements of the Florida Building Code and applicable flood plain management regulations.
 4. Tier 4 must account for 10 percent of the total score and consist of all of the following criteria:
 - a. The proposed innovative technologies designed to reduce project costs and provide regional collaboration.
 - b. The extent to which the project assists financially disadvantaged communities.
- (i) The total amount of funding proposed for each year of the plan may not be less than \$100 million. Upon review and subject to appropriation, the Legislature shall approve funding for the projects as specified in the plan. Multiyear projects that receive funding for the first year of the project must be included in subsequent plans and funded until the project is complete, provided that the project sponsor has complied with all contractual obligations and funds are available.
 - (j) The department shall initiate rulemaking by August 1, 2021, to implement this section.
- (6) **REGIONAL RESILIENCE ENTITIES.**—Subject to specific legislative appropriation, the department may provide funding for the following purposes to regional entities that are established by general purpose local governments and whose responsibilities include planning for the resilience needs of communities and coordinating intergovernmental solutions to mitigate adverse impacts of flooding and sea level rise:
 - (a) Providing technical assistance to counties and municipalities.
 - (b) Coordinating multijurisdictional vulnerability assessments.
 - (c) Developing project proposals to be submitted for inclusion in the Statewide Flooding and Sea Level Rise Resilience Plan.
- History.**—s. 1, ch. 2021-28; s. 4, ch. 2022-89.

CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Resolution 2024-247
(Quasi-Judicial) Variance Requests - Roadway Standards

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Consider Resolution 2024-247.

SYNOPSIS: Variance Case 2024-0006 concerns a request by Edward E. Boner, Jr. (represented by Teresa Prince, Esq.) for a variance to deviate from Land Development Code (LDC) Section 7.01.02(B)(2) regarding right-of-way improvements on partially improved Date Street. The applicant, who plans to develop the 3.27 acre property at 420 Citrona Drive with four new residential lots fronting Date Street, seeks to minimize the environmental impact of the necessary road improvements by preserving a significant portion of the existing tree canopy. The requested variances include an inverted crown, a modified T-turnaround, and removing concrete curbs. Staff has reviewed the application and recommends approval with conditions, as the request meets all the necessary criteria for granting a variance while maintaining public safety and offering strengthened environmental protection.

FISCAL IMPACT: Continued maintenance costs associated with use of the public right-of-way for residential access.

CITY ATTORNEY COMMENTS: See synopsis.

CITY MANAGER RECOMMENDATION(S): At the pleasure of the City Commission.

Kelly Gibson, Planning and Conservation Deputy Director	12/1/2024
Kim Briley, Deputy City Clerk	12/3/2024
Jeremiah Glisson, Interim City Manager	12/5/2024
Sarah Campbell, City Manager	12/9/2024
Tammi E. Bach, City Attorney	12/9/2024
Katie Newton, Paralegal	12/10/2024

Date: November 27,
2024

Submitted By: Kelly Gibson, Planning and Conservation Deputy
Director

COMMISSION ACTION: Adopt

RESOLUTION 2024-247

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, **APPROVING/DENYING** VARIANCE REQUESTS TO DEVIATE FROM ROADWAY STANDARDS REFERENCED IN LAND DEVELOPMENT CODE SECTION 7.01.02(B)(2) FOR PORTIONS OF DATE STREET LOCATED EAST OF CITRONA DRIVE; MAKING FINDINGS OF FACT AND CONCLUSIONS OF LAW; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 7.01.02(B)(2) of the City Land Development Code (LDC) provides that City Roadway Standards apply to all new roadway construction and existing unimproved rights-of-way; and

WHEREAS, the subject public right-of-way includes portions of Date Street east of Citrona Drive, currently owned by Edward E. Boner, Jr. who has filed a request to deviate from Section 7.01.02(B)(2) of the LDC to allow less than standard right-of-way improvements to a semi-improved roadway; and

WHEREAS, the subject property is located adjacent to a semi-improved right-of-way with anticipated development of new single family homes to be reviewed as a subdivision plat under separate preliminary and final applications; and

WHEREAS, the Owner argues that a standard roadway constructed in compliance with the LDC will require the removal of twenty trees with a cumulative Diameter at Breast Height (DBH) of 199 inches and if allowed to deviate from the right-of-way standards the effect would minimize the canopy loss by greater than 50%, only requiring removal of nine total trees with a cumulative DBH of 73 inches if allowed to deviate from the LDC and City Roadway Standards as depicted in Exhibit A; and

WHEREAS, the City staff has analyzed the application for the three variances made by the Owner using the six criteria in Section 10.02.02(a) of the LDC, and the City staff finds that this application meets all six criteria, the Comprehensive Plan Objectives 5.11, 5.12 and policy 2.07.02 and recommends approval.

NOW THEREFORE BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, THAT:

SECTION 1. Variance #1: requesting the City Commission to allow an inverted crown instead of a center crown, more specifically “Variance to Ordinance 2019-18, Drawing #1 of 15 (page 1 of 17) – Local Road, 2-Lane with Swale. Crowned Roadway Construction Drawing #1 of 15 shows the roadway be constructed with a crown, which allows the water to shed from the centerline of the roadway to the edge of the roadway to be collected in a swale system. We request that the roadway be constructed with an inverted crown, allowing the runoff water to shed from the edge of the roadway to the centerline of the roadway. The runoff water would then sheet flow toward Citrona Drive right-of-way. Roadway slopes would remain as shown in Drawing #1 of 15, is hereby **approved/denied** because

SECTION 2. Variance #2: requesting the City Commission modify T-turn around standards, specifically citing “Variance to Ordinance 2019-18, Drawing #9 of 14 (page 8 of 17) – Special “T” Turnaround. Roadway “T” Turnaround dimensions- Drawing #9 of 14 shows a roadway special turnaround “T” dimension of 60-feet long and a width of 24- ft. We ask that the roadway width and turnaround “T” dimensions be allowed to fluctuate to meet firetruck turnaround as part of the TRC requirements currently underway. Current right-of-way widths exceed that shown on Drawing #9 of 14 and driveway lengths will be adjusted accordingly”, is hereby approved/denied because _____.

SECTION 3. Variance #3: requesting the City Commission to eliminate the requirement for a stabilized shoulder and allow for limited sidewalk improvements on the south side of Date Street, specifically, “Variance to Ordinance 2019-18, Note 21, page 16 of 17 – Concrete Curb Requirement. Note 21 requires concrete curbs be provided on both sides of all streets. We ask that curb installation for the proposed roadway be eliminated for this project due to the infrequent use of the road (rural-type setting) and to prevent additional damage to the trees we are trying to save. It should be noted that the south side of the road will contain a 5-ft wide sidewalk.” is hereby approved/denied because _____.

SECTION 6. This Resolution shall become effective immediately upon passage.

ADOPTED this 17th day of December, 2024.

CITY OF FERNANDINA BEACH

JAMES ANTUN
Commissioner – Mayor

ATTEST:

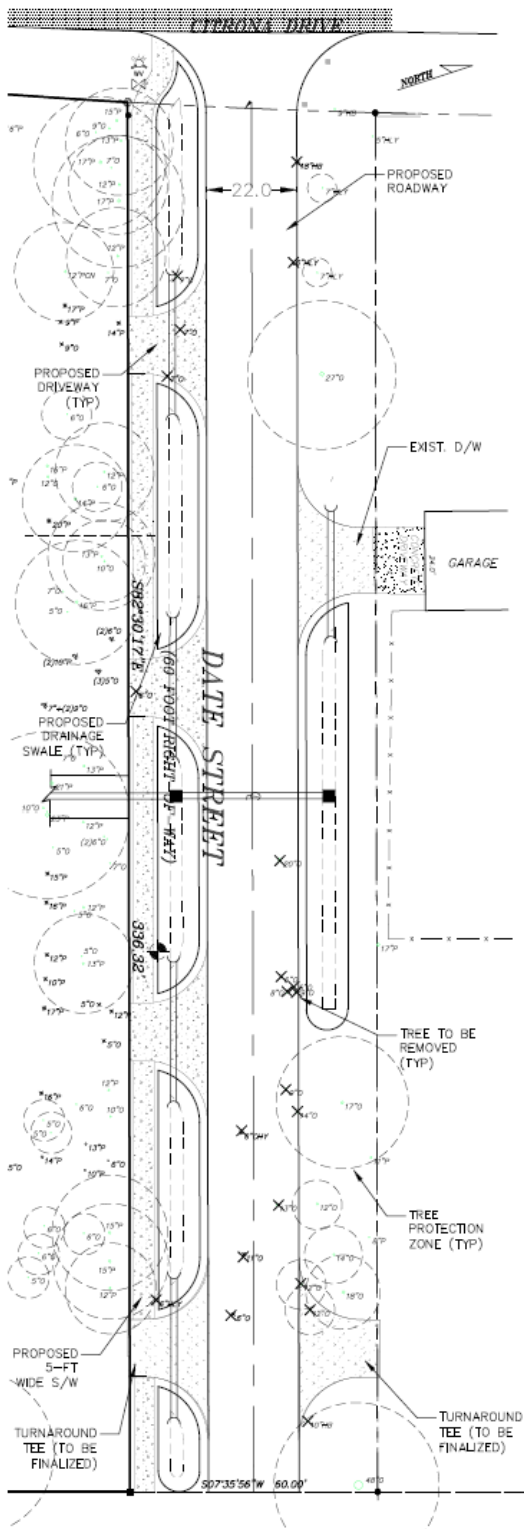
APPROVED AS TO FORM AND LEGALITY:



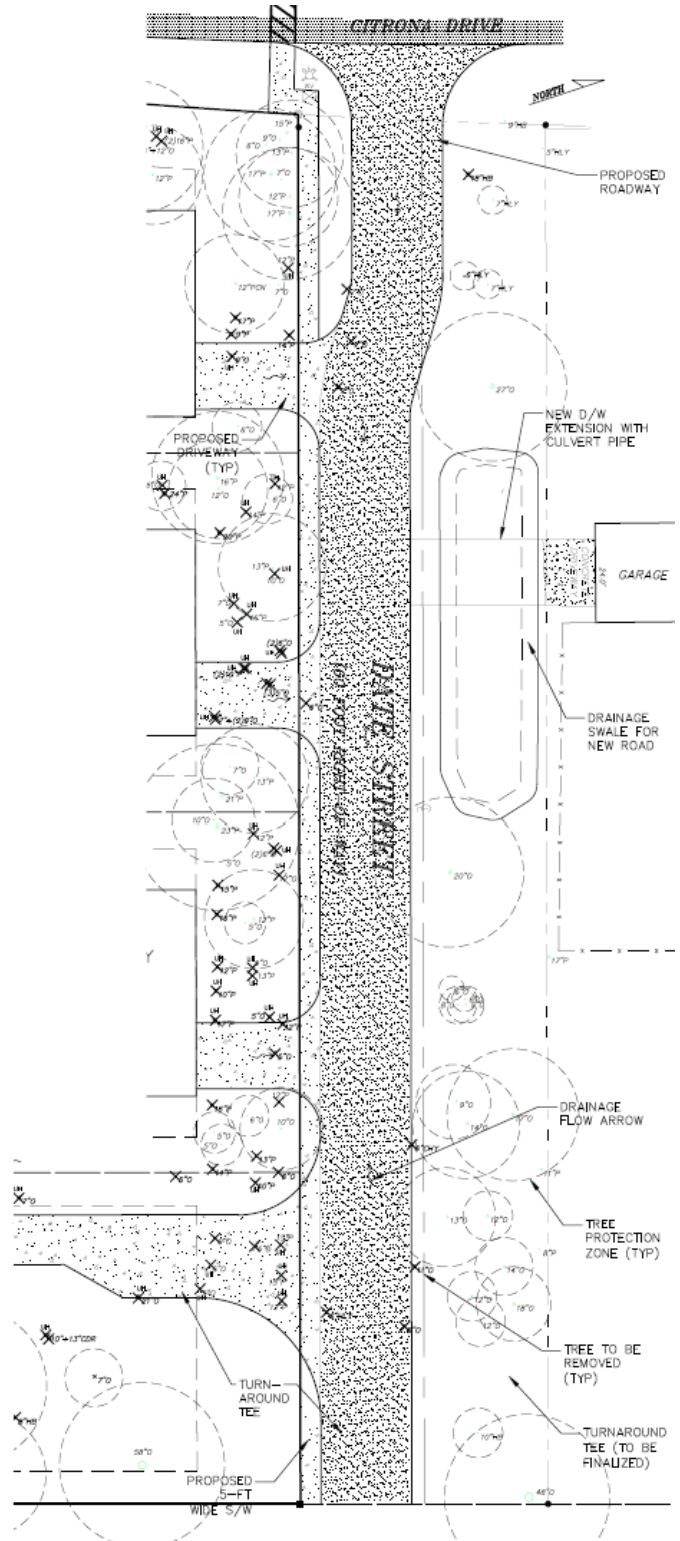
CAROLINE BEST
City Clerk

TAMMI E. BACH
City Attorney

Resolution 2024-247
Exhibit "A"



R.O.W. WORK PER CITY STANDARDS
REMOVE 20 TREES
TOTAL DBH REMOVED: 199"



PROPOSED R.O.W. WORK - UPDATED
REMOVE 9 TREES
TOTAL DBH REMOVED: 74"



VARIANCE REQUEST STAFF REPORT
2024-006
DECEMBER 2024

Agent/Owner:	Teresa Prince, Esq with supporting documents from Asa Gillette, PE on behalf of owner, Edward E. Boner, Jr.
Property Address/ Short	420 Date Street
Legal Description:	LOT 15 IN OR 1194/903 ABDN R/W IN OR 430/704
Parcel Number:	00-00-31-1180-0015-0000
Requested action:	VARIANCE from LDC Section 7.01.02(B)(2) to deviate from current roadway standards.
Current zoning:	R-1
FLUM land use category:	Low Density Residential
Existing uses on the site:	Single Family Home and Vacant Land Approximately 3.34 acres of land

All required application materials have been received. All fees have been paid. All required notices have been made.



SUMMARY OF REQUEST AND BACKGROUND INFORMATION:

The subject property contains approximately 3.34 deeded acres of R-1 (Low Density Residential) area with a single-family home constructed in 1953 located in the southwestern portion of the parcel, 420 Citrona Drive. Date Street presently has one developed lot at 1520 Date Street containing a single-family home and allowable accessory structures which utilize the roadway for daily access. It is anticipated that development of 2111 Date Street (separate owner) will occur within the next 12-18 months.

Date street is presently semi-improved with a stabilized surface. The applicant wishes to support future development of their 3.34 acres of land with newly created lots (*to be considered under separate preliminary and final plat processes at a later date*) fronting Date Street. Since the applicant seeks to create new parcels fronting Date Street, they are required to make certain improvements to the roadway. The City established standards for construction of its roadways in 2019 under Ordinance 2019-18.

The applicant demonstrates with preliminary engineering drawings that full compliance with the established standards will require a significant amount loss of tree canopy along Date Street. Specifically, compliance with all dimensional and engineering standards will require a loss of 20 trees with a cumulative Diameter at Breast Height (DBH) of 199 inches. If certain variances are granted from the right-of-way standards the effect would minimize the canopy loss by greater than 50%, only requiring removal of 9 total trees with a cumulative DBH of 73 inches.

The applicant is requesting a variances to deviate from the City's roadway standards to make improvements to Date Street that do not fully meet all established roadway requirements set forth in LDC section 7.01.02 (B)(2). The requested actions are generally summarized as follows:

-
1. Inverted Crown and Modified Stormwater Requirements: To create an inverted crown [✓] rather than a centerline crown [^] to allow stormwater to flow down the middle of the road to exit on Citrona Drive;
 2. T-Turnaround Dimensional Changes: To fluctuate standards for T-turnaround to allow for emergency services as required, but at a reduced standard as acceptable during the Technical Review Committee (TRC) process; and
 3. Remove Curbs: To eliminate curb requirement to allow a more rural standard roadway design.
-

EXHIBIT A: Preliminary Engineering Analysis of Roadway Standards

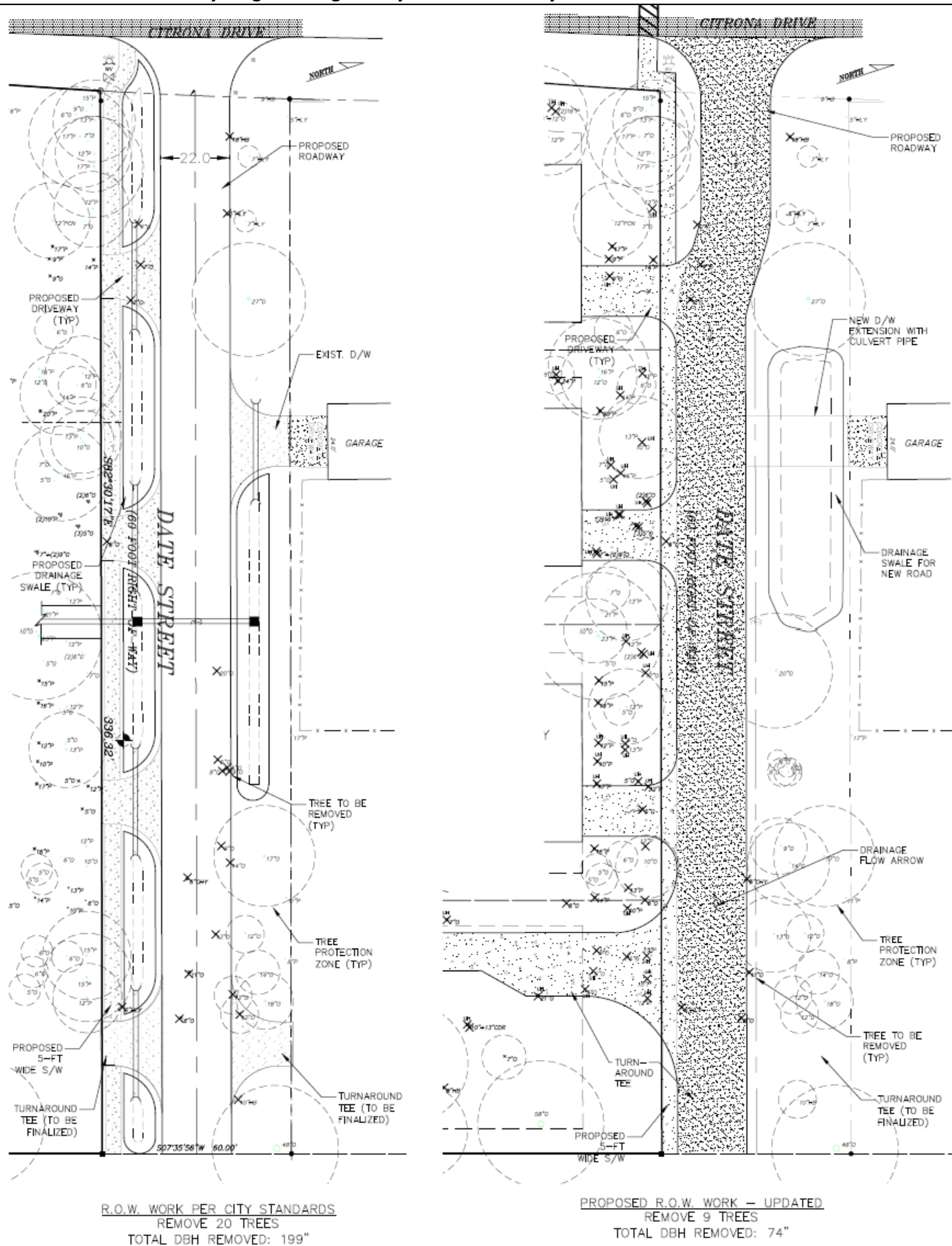


EXHIBIT B: SUBJECT PROPERTY

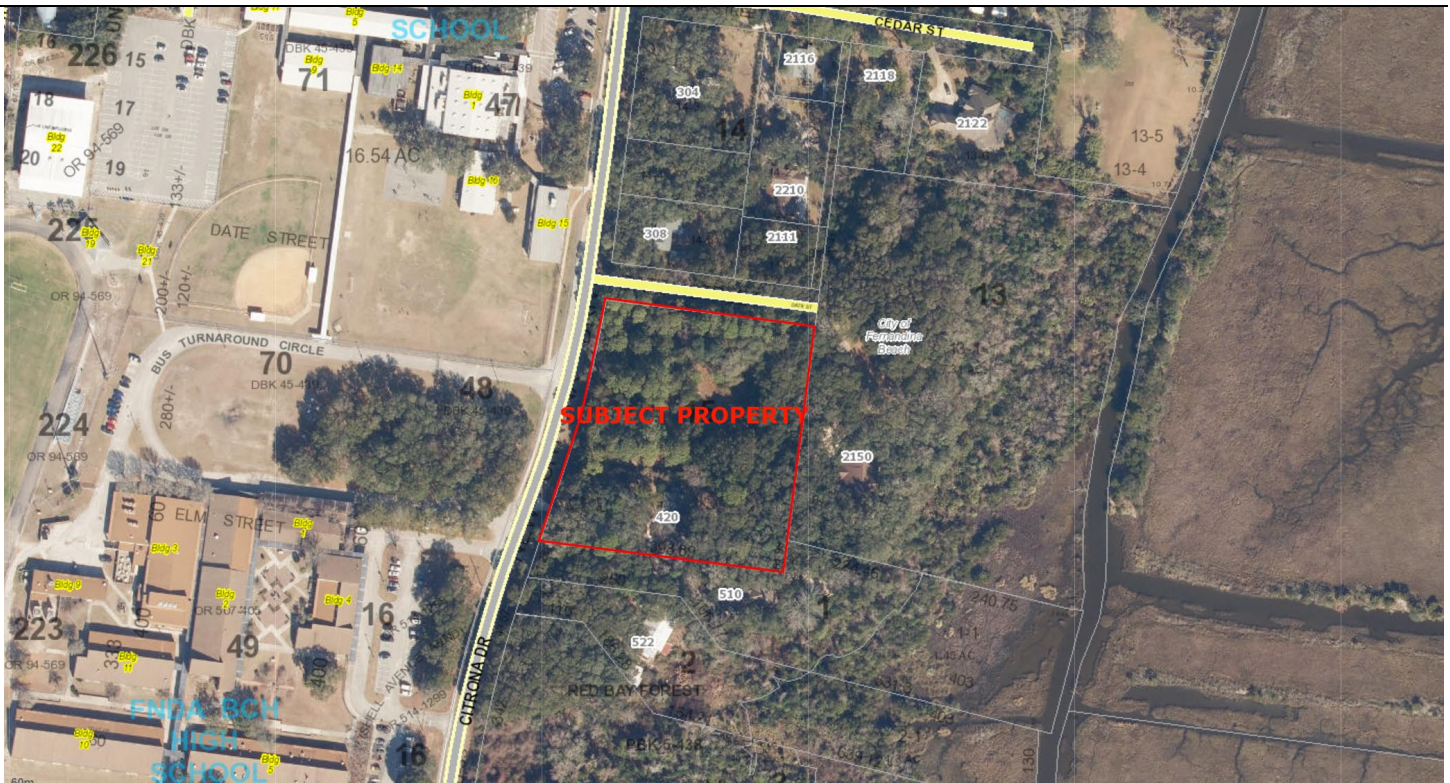


EXHIBIT C: SUBJECT PROPERTY WITH LAND USE AND ZONING



This topographic map shows a coastal region with various land parcels and elevation contours. A red-outlined polygon in the center is labeled 'SUBJECT PROPERTY' in red text. The map includes several labeled areas: '48 DBK 45-439' to the west, '13' to the east, and '15' within the subject property. A yellow line labeled 'DATE STREET' runs horizontally across the upper portion of the map. A road labeled 'CITRONA DRIVE' runs vertically along the left side. The map features numerous contour lines with numerical values (e.g., 19, 20, 21, 250, 300, 333, 398.89, 420, 450, 510, 550, 600, 650, 700, 750, 800, 850, 900, 950, 1000, 1050, 1100, 1150, 1200, 1250, 1300, 1350, 1400, 1450, 1500, 1550, 1600, 1650, 1700, 1750, 1800, 1850, 1900, 1950, 2000, 2050, 2100, 2150, 2200, 2250, 2300, 2350, 2400, 2450, 2500, 2550, 2600, 2650, 2700, 2750, 2800, 2850, 2900, 2950, 3000, 3050, 3100, 3150, 3200, 3250, 3300, 3350, 3400, 3450, 3500, 3550, 3600, 3650, 3700, 3750, 3800, 3850, 3900, 3950, 4000, 4050, 4100, 4150, 4200, 4250, 4300, 4350, 4400, 4450, 4500, 4550, 4600, 4650, 4700, 4750, 4800, 4850, 4900, 4950, 5000, 5050, 5100, 5150, 5200, 5250, 5300, 5350, 5400, 5450, 5500, 5550, 5600, 5650, 5700, 5750, 5800, 5850, 5900, 5950, 6000, 6050, 6100, 6150, 6200, 6250, 6300, 6350, 6400, 6450, 6500, 6550, 6600, 6650, 6700, 6750, 6800, 6850, 6900, 6950, 7000, 7050, 7100, 7150, 7200, 7250, 7300, 7350, 7400, 7450, 7500, 7550, 7600, 7650, 7700, 7750, 7800, 7850, 7900, 7950, 8000, 8050, 8100, 8150, 8200, 8250, 8300, 8350, 8400, 8450, 8500, 8550, 8600, 8650, 8700, 8750, 8800, 8850, 8900, 8950, 9000, 9050, 9100, 9150, 9200, 9250, 9300, 9350, 9400, 9450, 9500, 9550, 9600, 9650, 9700, 9750, 9800, 9850, 9900, 9950, 10000) and a blue line representing a water body or stream. Other labels include 'City of Fernandina Beach' and '180 TO 181'.

The map displays a coastal region with several key features:

- Parcel 48:** Labeled "DBK 45-439", it is situated on the left side of the map. It contains "Soil ID: 4 ECHAW FINE SAND".
- Parcel 15 (SUBJECT PROPERTY):** A large central parcel outlined in red. It contains "Soil ID: 29 RESOTA FINE SAND, 0 TO 5 PERCENT SLOPES" and "Soil ID: 8 KUREB FINE SAND, 0 TO 5 PERCENT SLOPES". It is bordered by "NEW CITRONA DRIVE" to the west and "DATE STREET" to the north.
- Parcel 13:** Located to the east of Parcel 15, it is labeled "13-1 7.31 AC." and contains "Soil ID: 24 KINGSFERRY FINE SAND".
- Parcel 16:** Located to the southwest of Parcel 15, it is labeled "16 BR 514-1299" and contains "Soil ID: 4 ECHAW FINE SAND".
- Parcel 1:** Located to the southeast of Parcel 15, it is labeled "1" and contains "Soil ID: 24 KINGSFERRY FINE SAND".

Other notable features include:

- Streets:** "NEW CITRONA DRIVE" runs vertically through the center, and "DATE STREET" runs horizontally at the top.
- Beach:** "Gulf Breeze Beach" is located to the east of Parcel 15.
- Soil Types:** Various soil types are identified, including "RESOTA FINE SAND", "KUREB FINE SAND", "ECHAW FINE SAND", and "KINGSFERRY FINE SAND".
- Other Labels:** "BUCCANEER CLAY, FREQUENTLY FLOODED" is located in the top right corner. "180 TO 4" and "106.7" are also visible on the map.

APPLICABLE GUIDELINES:

CITY OF FERNANDINA BEACH LAND DEVELOPMENT CODE:

Staff's review of this application finds it is not subject to any of the limitations of Section 10.02.01 and can therefore be considered by the City Commission.

CITY OF FERNANDINA BEACH COMPREHENSIVE PLAN:

The following Comprehensive Plan statements are applicable in this case:

- Policy 1.02.07 - The City shall implement the Fernandina Beach Comprehensive Plan in a manner that acknowledges private property rights.
- Policy 1.02.10 - The City shall protect privacy and access to light, air, and open space. The City shall consider regulations such as building placement on a site, building design, and building orientation as one means to achieve this policy.
- Policy 1.03.01 - The City shall protect environmental resources. The City's land development regulations shall address development in floodplains, shoreline protection, wetlands protection, air quality, water quality, energy conservation, urban forestry and habitats for listed protected or endangered species.
- Policy 2.07.02 - The multi-modal network shall be designed to avoid, minimize, and mitigate adverse impacts upon cultural, natural and historic resources and scenic quality during the siting, design, construction, operation, and maintenance of the transportation system. Use of the transportation system to enhance cultural, natural and historic resources and preserve neighborhood character and scenic quality shall be considered where possible.
- Objective 5.11 Tree Preservation and Urban Forestry - The City shall commit to preservation of community trees and the urban forest to improve air quality, community health, quality of life, aesthetics, and energy conservation.
- Policy 5.10.01 (d) & (e) - d. Preserve native vegetation and habitat types; Preserve forested areas, the understory and native soil associations.
- Policy 5.13.09 - The City shall maintain tree preservation and protection as outlined in Objective 5.11 as a means of contributing to increased energy efficiency through the City.

ANALYSIS:

In order for an application for a variance to be approved or approved with conditions, the City Commission shall make a positive finding with regard to each of the following provisions:

Consistent with Criteria? All questions must be answered in the affirmative in order for staff to recommend approval of a variance. Negative answers must be addressed in the findings.

Criteria	Applicant Response	Staff Analysis	Meets Criteria
1. Special Conditions <i>Special conditions and circumstances exist which are peculiar to the land, structure, or building involved and which are not applicable to other lands, structures, or buildings in the same zoning district.</i>	The development proposed will consist of 4 homes facing Date Street for it's ingress, egress, and post office address purposes. The balance of the homes for this project will face Citrona Drive and be used for ingress, egress, and have post office addresses off Citrona Drive. There are currently two other parcels which utilize Date Street for their property access. One has an existing single family home	Yes. Special conditions do exist as they relate to the land. The current roadway is semi-improved allowing for current access to a single family home. It is anticipated that the applicant will seek approvals to plat four additional home sites. A vacant lot across the street is expected	☒ Yes ☐ No

Special conditions or circumstances do not result from actions of the applicant and are not based on a desire to reduce development costs.	and consists of a seven (7) acre tract. The other is a platted lot that is vacant but under development for a single family home. The entire area is zoned R-1 with a low density residential FLUM. Currently, as mentioned above, there is an improved dirt road which is approximately 10 feet wide. The special conditions which exist on Date Street is the fact that it is treed with beautiful canopy and mature trees which have been allowed to exist because the dirt road does not meet the City's Roadway standard. Not all roads within the City of Fernandina Beach still maintain the natural tree cover afforded by canopy and mature trees due to the fact that they have been improved to the standards set by the City. The owner of the property and the applicant in this matter, did not create the conditions or circumstances which are peculiar and the application for the variance is not based on a desire to reduce development costs. In this instance, the Owner is able to properly improve Date Street in compliance with the City's Roadway Standards. However, improving Date Street to the City's Standard would require the removal of 199" dbh of trees and alter the character of Date Street. The applicant desires to improve Date Street in a manner that provides the minimum standards necessary to (i) meet health and safety requirements; (ii) allow the Owners which utilize Date Street safe ingress and egress; (iii) and allow the public to be able to traverse Date Street properly while still maintaining it's beautiful canopy-like appearance.	to develop in the near future. A total of 6 single family homes are expected to access and rely on improvements to Date Street. The existing tree canopy adjacent to the Egans Creek Greenway is critically important for wildlife. The applicant has demonstrated the ability to reduce the tree canopy loss by greater than 50% IF certain variances are given which is fully supported by multiple Comprehensive Plan policies and objectives. Retention of more mature trees within this area not only maintains the wildlife habitat but is in keeping with the character of existing similarly situated home sites within the immediate area. The applicant has demonstrated that the variances are not a desire to reduce development costs, rather they recognize that working with the existing canopy serves to strengthen the overall development. Future requested actions to create a subdivision along this roadway segment are not prevented by denial of the requested variances. The applicant is voluntarily pursuing this action in good faith to protect the established canopy of the area.	
2. Special Privilege Granting the variance does not confer upon the applicant a special privilege that is denied by the Land Development Code to other lands, structures, or buildings in the same zoning district.	Approval of this variance will not confer a special privilege upon the applicant. Section 7.01.02.B.2. of the City's Code provides that any applicant may apply to the City Commission to deviate from the Roadway Standards.	Yes. Granting the variance does not confer upon the applicant a special privilege that is denied by the Land Development Code as any individual seeking to deviate from minimum standards established can seek a variance from the City Commission.	☒ Yes ☐ No
3. Literal Interpretation Literal interpretation of the provisions of the Land Development Code would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district.	The literal interpretation of the code would deprive the community of the benefits of the canopy and mature trees which currently line the road and would thwart this community's overall intent to keep the character of the island and protect the tree canopy of the island. The expected impact to the tree canopy on Date Street is 199" of dbh of trees. If the	Yes. Literal interpretation of the Land Development Code would deprive the applicant of rights enjoyed by other properties within this zoning district. The existing lots located along Date Street were permitted to construct either prior to current	☒ Yes ☐ No

	variance is approved the tree impact is reduced to 73" of dbh trees. The applicant recognizes the adjacent Owner's rights and the public's right to be able to properly traverse Date Street and has designed the proposed improvements in a manner which deviates from the City's Roadway Standards but allow for proper and safe access.	standards or will be allowed to proceed without making any improvements as a result of being an existing vacant lot on a less than standard roadway. The applicant is seeking later development approvals to create four new lots located on the same street frontage. The maximum number of lots that could ever utilize this segment of Date Street is 6, of which 2 are already allowed access without any further improvements.	
4. Minimum Variance <i>The variance requested is the minimum variance needed that will make possible the reasonable use of the land, structure, or building.</i>	The enclosed materials reflect the minimum variance required to allow Date Street to be improved for the benefit of the public and the surrounding land owners and preserve existing canopy and mature trees. The variances from the Roadway Standards identified in the attached material is the minimum variance which is dictated by attempting to save the most trees. The result of a variance being granted is that 126" dbh of trees will be preserved rather than felled to improve Date Street.	Yes. The variance requested is the minimum variance needed to make possible the reasonable use of the land in a manner that serves to maximize retention of the existing mature tree canopy within proximity to the Egans Creek Greenway.	☒ Yes ☐ No
5. General Harmony <i>Granting the variance will be in harmony with the general intent and purpose of the Land Development Code and Comprehensive Plan.</i>	As reflected in the attached Letter of Intent, granting the variance will be in harmony with the community's value placed on tree canopy and tree cover and the overall character of Amelia Island.	Yes. Granting the variance will be in harmony with the general intent and purpose of the Land Development Code and Comprehensive Plan. The intent of both is to, "Balance the interest of the general public with that of individual property owners as well as, 'Protect and, where necessary, preserve valuable natural resources...". The applicants request serves only to support and maximize tree canopy preservation. The character of the surrounding areas and its development pattern with mature tree lined streets demonstrate the harmony achieved by the applicant's request.	☒ Yes ☐ No
6. Public Interest <i>Granting the variance is compatible with surrounding properties, will not cause injury to the area</i>	The variance to the Roadway Standards represented in the attached application materials is compatible with surrounding properties and would not cause injury to the area involved, or otherwise be detrimental to	Yes. Granting the variance is compatible with the surrounding properties, will not cause injury to the area involved, or otherwise be detrimental to the	☒ Yes ☐ No

<i>involved, or otherwise be detrimental to the public health, safety, welfare or environment.</i>	the public health, safety, welfare, or environment. The variance requested will allow the road to be built in a manner that preserves safety and allows for the road to be utilized properly while at the same time, preserving the trees, protecting the area, and protecting the surrounding environment.	public health, safety, welfare, or environment. The denial of the requested action will require substantially greater tree canopy loss within the small roadway segment of Date Street.	
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STAFF RECOMMENDATION:

The variance requested is consistent/inconsistent with the criteria for granting a variance as follows:

	Consistent	Inconsistent
1. Special Conditions	X	
2. Special Privilege	X	
3. Literal Interpretations	X	
4. Minimum Variance	X	
5. General Harmony	X	
6. Public Interest	X	

Staff finds that the requested action, as presented, DOES meet all six criteria for granting a variance, therefore staff recommends APPROVAL with conditions.

Staff recommendations:

APPROVAL of variance case 2024-0006 with the following conditions:

- 1. that the t-turnaround adheres to minimum requirements for National Fire Prevention Association Code for construction to ensure safety and access for emergency vehicles; and
- 2. that consideration of understory plantings be used to support drainage and replace necessary lost canopy trees; and
- 3. that driveway connections are designed to minimize impervious surfaces by requiring permeable pavers set in an aggregate base.

These conditions would be required to be reviewed as part of any Technical Review Committee (TRC) application for roadway improvements and as a part of the Committee’s review of a future subdivision request.

MOTION TO CONSIDER

I move to approve or deny variance case number 2024-0006;

AND I move that the City Commission make the following findings of fact and conclusions of law part of the record:

That variance case 2024-0006, as presented, is or is not substantially compliant with the Comprehensive Plan and Land Development Code to warrant approval at this time;

AND that variance case number 2024-0006 meets or does not meet the following criteria for granting a variance:

Respectfully Submitted,

Kelly N. Gibson

Kelly N. Gibson, AICP
Director

Print

Board of Adjustment (BOA) - Submission #15065

Date Submitted: 11/25/2024

BOARD OF ADJUSTMENT (BOA)

USE THIS FORM TO Apply for a variance to obtain relief from the design standards of this Land Development Code (LDC) where otherwise hardship would occur. A person who is adversely affected by any administrative decision may appeal such decision to the BOA.

Fees

Once application is submitted it will be reviewed for completeness. Once verified complete, an invoice will be emailed to the applicant.



Residential Properties \$1,500



Non-Residential properties \$3,500



Administrative Appeals \$500

[2024 Submission Deadlines + Board Meetings Calendar](#)

 BOA 2024

IMPORTANT NOTES

Application Requirements



A complete application filed at least forty-five (45) days before the date of the Board of Adjustment's public hearing;



A current signed, sealed, scaled survey of the property (no older than two years from date of application);



Proof of ownership (copy of deed or tax statement)



If applying as an agent, Owner's Authorization for Agent Representation form must be signed/notarized and submitted as part of the application;



A detailed letter stating the reasons for the request;



Materials as needed to illustrate the nature of the request, including but not limited to, site plans, architectural drawings, photographs, etc. (Site plans must be dimensioned and to scale).

Pre-Application Meeting

To guide you through the process and ensure that your application is understood and properly processed, you must meet with the applicable planner prior to submitting your application. Completed Board applications are **due forty-five (45) days prior** to the meeting date. Cases in the historic districts or Community Redevelopment Area are heard by the Historic District Council, please use the HDC Variance Application. Cases in all other areas of the City are heard by the Board of Adjustment.

Please see the Land Development Code (LDC) for detailed information:



Procedures for Variances – LDC Section 10.02.04.



Expiration of Variance Approval – LDC Section 10.02.04(C).



Appeals on a Variance – LDC Section 10.02.04(D).



Appeals of Administrative Action – LDC 11.07.00

The LDC is available for review at www.fbf1.us/LDC

Appeals

Any person aggrieved by any decision of the BOA regarding a variance may present to a court of record a petition, duly verified, setting forth that the decision is illegal, in whole or in part, specifying the grounds of the illegality. The petition shall be presented to the court within thirty (30) days after the filing of the decision at the office of the Board; otherwise, the decision of the Board shall be final.

Limitations on the Grant of a Variance



1. A variance shall not be granted which authorizes a use that is not permissible in the zoning district in which the property subject to the variance is located.



2. A variance shall not be granted which authorizes any use or standard that is prohibited by the City's Comprehensive Plan.



3. No nonconforming use of adjacent lands, structures, or buildings in the same zoning district, and no permitted use of land, structures, or buildings in other zoning districts, shall be considered g



4. A variance shall not change the requirements for concurrency.



5. A variance shall not be granted to permit the use of a single media peonia for the construction of a dwelling unit.



6. A variance shall not be granted if the evidence submitted by an applicant is solely a demonstration of financial hardship or economic considerations.



7. A variance shall not be granted for procedure or process components of this Land Development Code.



8. A variance shall not be granted to deviate from LDC section 4.02.02 to combine two (2) or more lots which would result in a lot width greater than 100 feet for lots or parcels that abut Ocean Ave



9. A variance will not be granted which authorizes the filling of wetlands prohibited by Land Development Code Section 3.03.03(A)



10. No variance shall be granted to exceed the maximum building height of 35 feet for a building on any lot within 800 feet of the mean highwater line of the Atlantic Ocean under LDC Section 4.02.03(D)



11. A variance shall not be granted for any residential or residential mixed-use structure to exceed the maximum building height requirements contained in Table 4.02.03(E).



12. A variance shall not be granted to exceed the minimum side yard setbacks listed in Table 4.02.03(E) for any building within 800 feet of the mean high-water mark of the Atlantic Ocean.

REVIEW TYPE*



Variance



Appeal of Administrative Decision

Have you met with a planner for a pre-application meeting?*

Yes



What was the date of your pre-application meeting?*

8/8/2024

PROPERTY INFORMATION

[Property information can be found at the Nassau County Property Appraiser's Website → Map Search](#)

Site Address*

420 Citrona Drive

City*

Fernandina Beach

State*

FL

Zip*

32034

Parcel ID #(s)*

00-00-31-1180-0015-0000

Zoning District*

R-1



Future Land Use Designation*

Low Density Residential



OWNER OF RECORD

As recorded with the Nassau County Property Appraiser

First Name*

Edward

Last Name*

Boner, Jr.

Company (if applicable)

Mailing Address*

303 Centre Street, Suite 203

City*

Fernandina Beach

State*

FL

Zip*

32034

Telephone Number*

9042611833

E-mail Address*

info@tpislandlaw.com

OWNER'S AGENT

If other than owner. If an agent will be representing the owner, an Owner's Authorization For Agent Representation form must be included

First Name

Teresa

Last Name

Prince

Company (if applicable)

Tomassetti & Prince

Mailing Address

PO Box 1443

City

Fernandina Beach

State

FL

Zip

32035

Telephone Number

9042611833

E-mail Address

info@tpislandlaw.com

PROJECT INFORMATION**Variance Requested from LDC Section(s)***

7.01.02.B.2 City Roadway Standards

Summary of Request (more detailed information to be provided in required letter of intent)*

This project is located at 420 Citrona Drive and consists of 3.324 acres to be platted into 7 lots. Four houses are proposed to face Date Street and three are proposed to face Citrona. Although not designated under the City's Code to be a canopy road, the section of Date Street to be improved has the appearance and quality of a canopy road with beautiful trees aligning the existing dirt road which will be improved during the development of the site. The current width of Date Street being utilized for ingress and egress is approximately 10 feet and the surface is dirt. The existing platted Right of Way is the required 60 feet. Pursuant to the City's Roadway Standards, Date Street must be widened and improved to 22 feet of pavement width and make other improvements in the 60' Right of Way, all of which will require removal of a substantial amount of mature trees. Therefore, this variance request is to vary from the required Road Standards for the required improvement to Date Street in order to save at least 126" dbh of trees on Date Street. Each specific section of the Roadway Standards which the applicant requests to vary are outlined in the attachments to the Letter of Intent.

REQUIRED FINDINGS FOR A GRANT OF A VARIANCE

In order for an application for a variance to be approved or approved with conditions, the BOA must make a positive finding with regard to each of the provisions below. The applicant has the burden of proof of demonstrating that the application for a variance complies with each of the requirements. Please explain in detail how your case meets the following requirements:

1. Special Conditions: Special conditions and circumstances exist which are peculiar to the land, structure, or building involved and which are not applicable to other lands, structures, or buildings in the same zoning district. Special conditions or circumstances do not result from actions of the applicant and are not based on a desire to reduce development costs.*

The development proposed will consist of 4 homes facing Date Street for it's ingress, egress, and post office address purposes. The balance of the homes for this project will face Citrona Drive and be used for ingress, egress, and have post office addresses off Citrona Drive. There are currently two other parcels which utilize Date Street for their property access. One has an existing single family home and consists of a seven (7) acre tract. The other is a platted lot that is vacant but under development for a single family home. The entire area is zoned R-1 with a low density residential FLUM. Currently, as mentioned above, there is an improved dirt road which is approximately 10 feet wide. The special conditions which exist on Date Street is the fact that it is treed with beautiful canopy and mature trees which have been allowed to exist because the dirt road does not meet the City's Roadway standard. Not all roads within the City of Fernandina Beach still maintain the natural tree cover afforded by canopy and mature trees due to the fact that they have been improved to the standards set by the City. The owner of the property and the applicant in this matter, did not create the conditions or circumstances which are peculiar and the application for the variance is not based on a desire to reduce development costs. In this instance, the Owner is able to properly improve Date Street in compliance with the City's Roadway Standards. However, improving Date Street to the City's Standard would require the removal of 199" dbh of trees and alter the character of Date Street. The applicant desires to improve Date Street in a manner that provides the minimum standards necessary to (i) meet health and safety requirements; (ii) allow the Owners which utilize Date Street safe ingress and egress; (iii) and allow the public to be able to traverse Date Street properly while still maintaining it's beautiful canopy-like appearance.

2. Special Privilege: Granting the variance does not confer upon the applicant a special privilege that is denied by the Land Development Code to other lands, structures, or buildings in the same zoning district.*

Approval of this variance will not confer a special privilege upon the applicant. Section 7.01.02.B.2. of the City's Code provides that any applicant may apply to the City Commission to deviate from the Roadway Standards.

3. Literal Interpretation: Literal interpretation of the provisions of the Land Development Code would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district.*

The literal interpretation of the code would deprive the community of the benefits of the canopy and mature trees which currently line the road and would thwart this community's overall intent to keep the character of the island and protect the tree canopy of the island. The expected impact to the tree canopy on Date Street is 199" of dbh of trees. If the variance is approved the tree impact is reduced to 73" of dbh trees. The applicant recognizes the adjacent Owner's rights and the public's right to be able to properly traverse Date Street and has designed the proposed improvements in a manner which deviate from the City's Roadway Standards but allow for proper and safe access.

4. Minimum Variance: The variance requested is the minimum variance needed that will make possible the reasonable use of the land, structure, or building.*

The enclosed materials reflect the minimum variance required to allow Date Street to be improved for the benefit of the public and the surrounding land owners and preserve existing canopy and mature trees. The variances from the Roadway Standards identified in the attached material is the minimum variance which is dictated by attempting to save the most trees. The result of a variance being granted is that 126" dbh of trees will be preserved rather than felled to improve Date Street.

5. General Harmony: Granting the variance will be in harmony with the general intent and purpose of the Land Development Code and Comprehensive Plan.*

As reflected in the attached Letter of Intent, granting the variance will be in harmony with the community's value placed on tree canopy and tree cover and the overall character of Amelia Island.

6. Public Interest: Granting the variance is compatible with surrounding properties, will not cause injury to the area involved, or otherwise be detrimental to the public health, safety, welfare or environment.*

The variance to the the Roadway Standards represented in the attached application materials is compatible with surrounding properties and would not cause injury to the area involved, or otherwise be detrimental to the public health, safety, welfare, or environment. The variance requested will allow the road to be built in a manner that preserves safety and allows for the road to be utilized properly while at the same time, preserving the trees, protecting the area, and protecting the surrounding environment.

Upload Supplemental Materials

420 Citrona Drive.pdf

Upload 2

Property Deed - 420 Citrona Dr.pdf

Upload 3

Owners Authorization for Agent.pdf

Upload 4

LOI 420 Citrona .pdf

Upload 5

Pictures 420 Citrona.pdf

Upload 6

artisan_citrona_trees.pdf

Upload 7

artisan_citrona.pdf

Certification*



By signing below, I certify that the information contained in this application is true and correct to the best of my knowledge at the time of the application.



I acknowledge that I understand and have complied with all of the submittal requirements and procedures.



I AGREE THAT A POSTING NOTICE WILL BE INSTALLED ON THE PROPERTY(IES) IN QUESTION AND THAT SAID SIGN WILL ONLY BE REMOVED BY STAFF AFTER THE MEETING OR BROUGHT BACK TO CITY HALL BY APPLICANT.

I/We understand that the City Staff will install a Notice of Hearing sign on the property 14 days before the scheduled hearing and that the sign must only be removed after the hearing by City Staff, unless, the applicant or property owner brings the Notice of Hearing back to City Hall.

Applicant's First Name*

Teresa

Applicant's Last Name*

Prince

Today's Date*

11/25/2024

 City of FB logo
NEW Reflex

DEPARTMENT OF PLANNING & CONSERVATION

204 Ash Street | Fernandina Beach, Florida 32034 | 904 310-3480 |
www.fbfl.us/planning

Please make sure to disable pop-up blocker in order to submit.

Record & Return To
This instrument prepared by:
Wesley R. Poole, Esquire
POOLE & POOLE, P.A.
Post Office Box 1280
Fernandina Beach, FL 32035

INSTR # 200344440
OR BK 01194 PGS 0903-0904
RECORDED 12/10/2003 10:47:08 AM
J. M. OXLEY JR
CLERK OF CIRCUIT COURT
NASSAU COUNTY, FLORIDA
DOC TAX PD (F.S.201.02) 0.70
RECORDING FEES 10.50

**PERSONAL REPRESENTATIVE'S RELEASE
AND CERTIFICATE OF DISTRIBUTION OF REAL PROPERTY**

The undersigned, **EDWARD E. BONER, JR.**, whose post office address is Post Office Box 857, Fernandina Beach, FL 32035, as personal representative of the estate of **EDWARD E. BONER, SR.**, deceased, hereby acknowledges that title to the real property located in Nassau County, Florida, owned by the decedent at the time of death, described as follows:

All that certain lot, piece or parcel of land situate, lying and being in the City of Fernandina Beach, County of Nassau, and State of Florida, and known and described on the official plat of said City, as enlarged, revised, and reissued by the Florida Town Improvement Company in 1901 as:

LOT numbered FIFTEEN (15) of CITRONA, as recorded in Official Records Book 30, Page 259, and that certain abandoned right-of-way as described in Official Records Book 430, page 704, all of the public records of Nassau County, Florida.

Property Appraiser's Parcel Identification Number **00 00 31 1180 0015 0000** (the "Property"), vested in: **EDWARD E. BONER, JR.**, Post Office Box 857, Fernandina Beach, FL 32035, (the "Beneficiary") by operation of law as of the date of the decedent's death pursuant to Florida law as will more fully appear from the proceedings in the Circuit Court for Nassau County, Florida, Probate Division, in File No. **2003-CP-198**, subject to the rights of the personal representative under Sections 733.607 and 733.608 of the Florida Probate Code to take possession or control of the Property, or to use, sell, encumber or otherwise exercise control over the Property (1) for the payment of devises, debts, family allowance, estate and inheritance taxes, claims, charges, and expenses of administration, (2) to enforce contribution and equalize advancement, or (3) for distribution.

Having determined that the Property is not subject to any of the foregoing purposes, except distribution, and that the Property should be released and distributed to the Beneficiary, the personal representative hereby releases the Property from all rights and powers of the personal representative and acknowledges that the Property is vested in **EDWARD E. BONER, JR.**, Post Office Box 857, Fernandina Beach, FL 32035, free of all rights of the personal representative.

IN WITNESS WHEREOF, the undersigned, as personal representative of the estate of the decedent, has executed this instrument on December 10, 2003.

Executed in the presence of:

Frances G. Burgess
Witness: **FRANCES G. BURGESS**
Kimberly B. Veltre
Witness: **KIMBERLY B. VELTRE**

Edward E. Boner, Jr.
EDWARD E. BONER, JR., as Personal
Representative of the Estate of **EDWARD**
E. BONER, SR., deceased

STATE OF FLORIDA
COUNTY OF NASSAU

The foregoing instrument was acknowledged before me this 10th day of December, 2003, by **EDWARD E. BONER, JR.**, as personal representative of the estate of **EDWARD E. BONER, SR.**, deceased, who is personally known to me or who has produced a current Florida Drivers License as identification.



Frances G. Burgess
MY COMMISSION # DD175576 EXPIRES
March 16, 2007
BONDED THRU TROY FAIN INSURANCE, INC.

Frances G. Burgess
Notary Public,
Notary's Name: **FRANCES G. BURGESS**
My commission expires:

Title to the lands described herein has not been examined by me and no warranty or other representation is made and no opinion (either expressed or implied) is given, as to the marketability or condition of the title to the subject property, the quantity of lands included therein, the location of the boundaries thereof, or the existence of liens, unpaid taxes or encumbrances.



OWNER'S AUTHORIZATION FOR AGENT REPRESENTATION

I /WE Edward E. Boner, Jr.
(print name of property owner(s))

hereby authorize: Teresa L. Prince, Esq.
(print name of agent)

to represent me/us in processing an application for: Special Roadway Variance
(type of application)

on our behalf. In authorizing the agent to represent me/us, I/we, as owner/owners, attest that the application is made in good faith and that any information contained in the application is accurate and complete.

Edward E. Boner, Jr.
(Signature of owner)

(Signature of owner)

Edward E. Boner, Jr.
(Print name of owner)

(Print name of owner)

STATE OF FLORIDA

COUNTY OF NASSAU

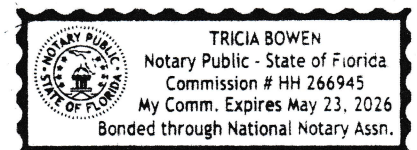
Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ onlinenotarization, this 1st day
of November, 20 24, by Edward E Boner, Jr.

Tricia Bowen
Notary Public

Tricia Bowen
Printed Name

05/23/26
My Commission Expires

Personally Known ☒ OR Produced Identification ☐ ID Produced: ☐



MAP OF BOUNDARY & TOPOGRAPHIC SURVEY

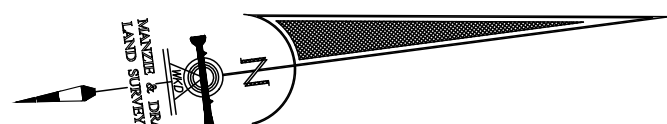
LEGAL DESCRIPTION:

ALL THAT CERTAIN LOT, PIECE OR PARCEL OF LAND SITUATE, LYING AND BEING IN THE CITY OF FERNANDINA BEACH, COUNTY OF NASSAU AND STATE OF FLORIDA, AND KNOWN AND DESCRIBED ON THE OFFICIAL PLAT OF SAID CITY, AS ENLARGED, REVISED, AND REISSUED BY THE FLORIDA TOWN IMPROVEMENT COMPANY IN 1901 AS: LOT NUMBERED FIFTEEN (15) OF CITRONA, AS RECORDED IN OFFICIAL RECORDS BOOK 30, PAGE 259, AND THAT CERTAIN ABANDONED RIGHT-OF-WAY AS DESCRIBED IN OFFICIAL RECORDS BOOK 430, PAGE 704, ALL OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA.

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEASTERLY CORNER OF CITRONA LOT 15 AFOREMENTIONED AND RUN NORTH 82°28'05" WEST ALONG THE SOUTHERLY LINE OF SAID LOT, BEING ALSO THE NORTHERLY LINE OF LOT 1, "RED BAY FOREST," ACCORDING TO PLAT RECORDED IN PLAT BOOK 5, PAGES 138 OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA, A DISTANCE OF 392.28 FEET TO THE SOUTHEASTERLY CORNER OF CITRONA LOT 48; THENCE NORTH 07°31'00" EAST ALONG THE EASTERLY LINE OF SAID CITRONA LOT 48, A DISTANCE OF 26.69 FEET TO WHERE SAID EASTERLY LINE INTERSECTS THE EASTERLY RIGHT-OF-WAY LINE OF CITRONA DRIVE (A 60.00 FOOT RIGHT-OF-WAY) PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP SECTION NO. 74611-2604; THENCE NORTH 19°09'43" EAST ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 99.24 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE WESTERLY HAVING A RADIUS OF 1939.86 FEET; THENCE IN A NORTHERLY DIRECTION CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, PASSING THROUGH A CENTRAL ANGLE OF 08°14'20" AN ARC DISTANCE OF 278.94 FEET TO WHERE SAID RIGHT-OF-WAY LINE IS INTERSECTED BY THE NORTHERLY LINE OF CITRONA LOT 15 AFOREMENTIONED BEING ALSO THE SOUTHERLY RIGHT-OF-WAY LINE OF DATE STREET (A 60.00 FOOT RIGHT-OF-WAY), THE AFORESAID ARC HAS A CHORD DISTANCE OF 278.70 FEET THAT BEARS NORTH 15°02'33" EAST; THENCE SOUTH 82°30'17" EAST ALONG THE NORTHERLY LINE OF CITRONA LOT 15 AND ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF DATE STREET, A DISTANCE OF 336.32 FEET TO THE NORTHEASTERLY CORNER OF SAID CITRONA LOT 15; THENCE SOUTH 07°29'59" WEST ALONG THE EASTERLY LINE OF SAID LOT, BEING ALSO THE WESTERLY LINE OF CITRONA LOT 13, A DISTANCE OF 400.42 FEET TO THE POINT OF BEGINNING.

CONTAINING 3.324 ACRES MORE OR LESS.



GRAPHIC SCALE



(IN FEET)
1 inch = 20 ft.

CERTIFIED TO:
ED BONER

PROPERTY ADDRESS:
420 CITRONA DRIVE
FERNANDINA BEACH, FLORIDA 32034

REVISIONS:

- REVISED ON 05/02/2019 TO SHOW ADDITIONAL TREE LOCATIONS AND ADDITIONAL TOPOGRAPHIC INFORMATION WITHIN THE RIGHT-OF-WAY OF DATE STREET. (WKD)
- REVISED ON 05/14/2019 TO SHOW CORRECTED SITE BENCHMARK INFORMATION, CORRECTED FINISHED FLOOR ELEVATION, AND TO SHOW ADDITIONAL SITE BENCHMARK. (WKD)

LEGEND

A/C = AIR CONDITIONER
C = CENTERLINE
CH = CHAIN LINK FENCE
CON = CONCRETE
OHU = OVERHEAD UTILITY WIRES
O.R.B. = OFFICIAL RECORDS BOOK
P.I.V. = PARCEL IDENTIFICATION NUMBER
W = WATER METER
D = DELTA
R = RADIUS
L = ARC LENGTH
CB = CHORD BEARING
CD = CHORD DISTANCE

SURVEY NOTES:

- The "Legal Description" hereon is in accord with the description provided by the client.
- Underground improvements were not located or shown.
- Lands shown hereon were not abstracted by this office for easements, rights-of-way, ownership or other instruments of record.
- Bearings shown hereon are based on N19°09'43"E for the Easterly right-of-way line of Citrona Drive. The bearing reference line is indicated as thus (BR).
- "Unless it bears the signature and the original raised seal of a Florida licensed surveyor and mapper, this map/report is for informational purposes only and is not valid."
- The property shown hereon lies within flood zone "X" as per F.E.M.A. Flood Insurance Rate Map, Panel 12089C-0237G, Dated 08/02/2017. Flood zone information listed above and shown on this survey is provided as a courtesy and is approximate at best. All data should be verified by Nassau County Building Department for accuracy. We assume no liability for its accuracy. Flood zone information is not covered by the certification hereon and is not required to be shown per Chapter 5J-17, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.
- Site Benchmark is as shown hereon.
- Elevations shown hereon refer to North American Vertical Datum of 1988. (N.A.V.D., '88)
- The Reference Benchmark is a Found Nail & Disk "Manzie LB 7039" found in Asphalt in School Bus Turn lane. (Elevation = 18.40' NAVD '88)
- This survey is protected by copyright and is certified only to the entities listed and only for this particular transaction. Any use or reproduction of this survey without the express written permission of the surveyor is prohibited. Use of this survey in any subsequent transactions is expressly prohibited and is not authorized. The surveyor expressly disclaims any certification to 3 FEET. CRITICAL TREES SHOULD BE VERIFIED PRIOR TO CONSTRUCTION.

TREE LEGEND

CDR = CEDAR TREE
HB = HICKORY TREE
MAG = MAGNOLIA TREE
O = OAK TREE
PEC = PECAN TREE
P = PINE TREE

TREE DISCLAIMER:

NUMBER OF TREES SHOWN ON SURVEY: 284
SPECIES OF TREES HAVE BEEN IDENTIFIED TO THE BEST OF OUR KNOWLEDGE AND BELIEF; HOWEVER, MANZIE & DRAKE LAND SURVEYING WILL ASSUME NO LIABILITY, EXPRESSED OR IMPLIED, FOR THE CORRECTNESS OF SAID SPECIES IDENTIFICATION. TREES HAVE BEEN LOCATED AS ACCURATELY AS POSSIBLE UNDER CURRENT CONDITIONS AND HAVE A POSITIONAL TOLERANCE OF APPROXIMATELY 3 FEET. CRITICAL TREES SHOULD BE VERIFIED PRIOR TO CONSTRUCTION.

THE INFORMATION SHOWN HEREON MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

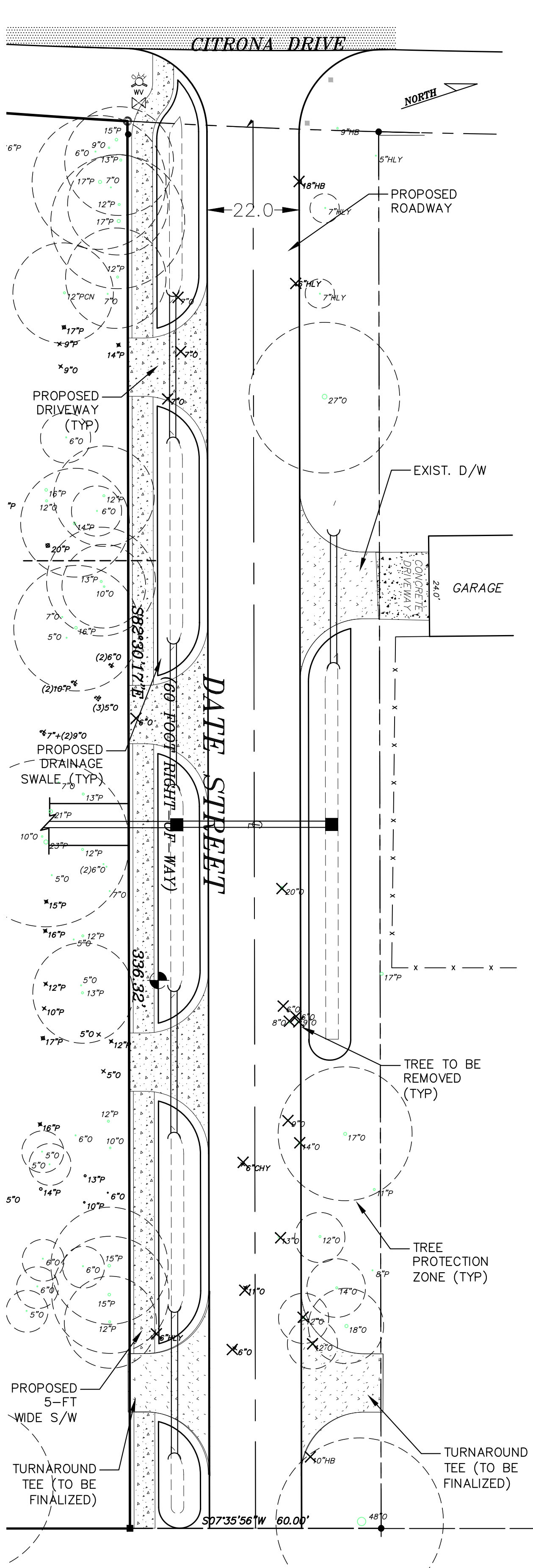
MICHAEL A. MANZIE, P.L.S. 4069

Manzie & Drake Land Surveying
117 South Ninth Street, Fernandina Beach, FL 32034
(904) 491-5700 www.ManzieAndDrake.com
Certificate of Authorization Number "LB 7039"
"OUR SIGHTS ARE ON THE FUTURE,
SET YOUR SITES ON US."

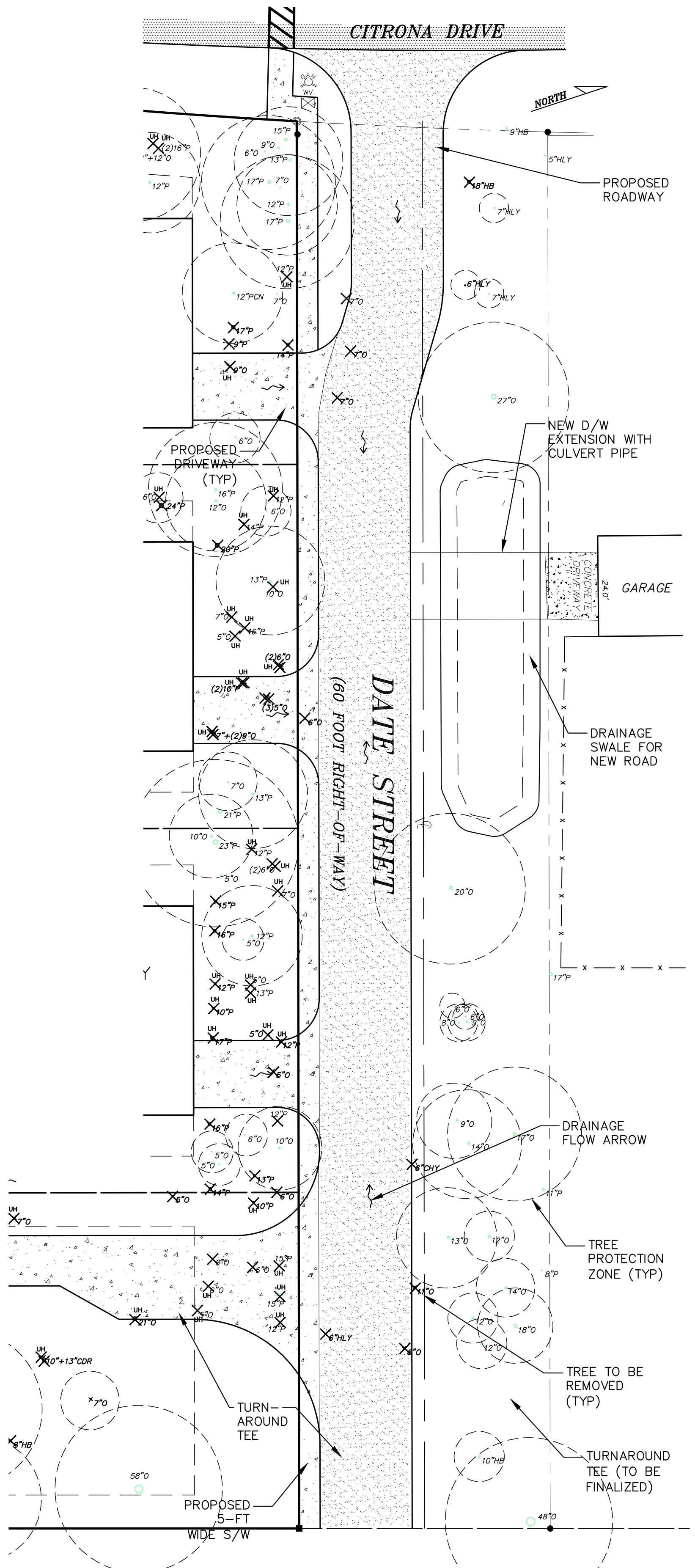
SCALE: 1"=20' JOB NO: 16625 DATE: 10/22/2018 CADD: BH

F.B. NO: X-320 PAGE NO: 9 FIELD CREW: CB FILE NO: C-900

P.I.N. = 00-00-31-1180-0013-0010
O.R.B. 572, PAGES 1232 & 1234



R.O.W. WORK PER CITY STANDARDS
 REMOVE 20 TREES
 TOTAL DBH REMOVED: 199"



PROPOSED R.O.W. WORK — UPDATED
 REMOVE 9 TREES
 TOTAL DBH REMOVED: 74"

No.	By	Date	Revision
D	AG	12/3/24	DATE STREET VARIANCE REQUEST — MODIFICATION
C	AG	11/25/24	DATE STREET VARIANCE REQUEST
B	AG	11/19/24	OWNER & ARBORIST REVIEW
A	AG	10/22/24	DEVELOPMENT, OWNER REVIEW

G & A⁺
 GILLETTE & ASSOCIATES, INC.
 31 SOUTH 4TH STREET
 FERNANDINA BEACH, FL 32034
 PHONE: (904) 261-8819

CITRONA DRIVE DEVELOPMENT
 FERNANDINA BEACH, FLORIDA
 FOR
 ARTISAN HOMES LLC

DATE STREET RIGHT-OF-WAY
 TREE REMOVAL COMPARISON
 UPDATED PROPOSED WORK

ISSUE DATE: 12/3/24
 Sheet
 Page of X
 Project No. 24-10-XX



Law Office of

TOMASSETTI & PRINCE

Teresa L. Prince, Esq.
A. Jeffrey Tomassetti, Of Counsel

December 3, 2024

Honorable Mayor James Antun
City Commission of Fernandina Beach, Florida
204 Ash Street
Fernandina Beach, FL 32034

Amended Letter of Intent

Re: Variance of City Roadway Standards

Dear Honorable Mayor Antun & City Commissioners:

Property owner, Edward Boner, owns a parcel located within the City of Fernandina Beach, Florida (the "City"). The Parcel ID and the location of the property as follows:

Parcel ID	Address	Acreage
00-00-31-1180-0015-0000	420 Citrona Drive	3.34 more or less

The Property is currently zoned as R-1 under the City of Fernandina Beach Land Development Code and has a Future Land Use Designation of Low Density Residential under the City of Fernandina Beach Future Land Use Map. The applicant requests the City of Fernandina Beach (the "City") to approve a Roadway Variance for Date Street to deviate from the mandatory Roadway Standards for the required improvement to Date Street to save at least 125" dbh of trees on Date Street. If Date Street is improved to the City's Roadway Standards, twenty trees equal to 199" dbh of trees would need to be removed rather than 9 trees equal to 74" dbh being removed.

The property is currently under contract to be sold and improved with seven (7) residential homes, which will meet the zoning requirements of R-1 and the Future Land Use Map Designation of Low Density Residential. Under Section 7.01.02.B.2 of the City's code, the applicant must improve the City's public right of way known as Date Street to the standards which the City has adopted and are referred to as "Roadway Standards" for a right of way with a width of 60 feet for a local road, which has two lanes. Date Street is an existing, platted 60 foot right of way and the portion of Date Street to be improved is currently utilized as a 10 foot wide dirt road. As part of the plat process, the applicant is required to meet the roadway and sidewalk requirements. As shown in the attached pictures, this portion of Date Street is heavily lined with beautiful, canopy and mature trees. Date Street is not designated as a canopy road

but has a canopy-like appearance. Attached to this application are color pictures of the appearance of Date Street at the time of this application.

As indicated in the application, four of the anticipated new homes will face Date Street. There are two existing property owners which currently utilize the Date Street dirt road to access their properties, each of whom is identified in our application.

Under Section 7.01.02.B.2 of the City's code, deviations from the Roadway Standards must be approved by the City Commission. The specific standards that the applicant proposes to vary are outlined in the attached plans and narrative prepared by Gillette & Associates for the City Commission's consideration.

As support for a recommendation of approval for the various variances from the Roadway Standards requested herein, we rely on multiple comprehensive objectives, policies and goals. Objective 5.11, Tree Preservation and Urban Forestry, Policy 5.11.03 of the City's Comprehensive Plan, states that, "The city shall seek to increase its existing tree canopy and the total tree canopy coverage shall not fall below 30% as established in the 2009 Tree Management Plan." The development and improvement of Date Street, per the City's Roadway Standards, would decrease the existing tree canopy. The applicant is proposing to vary from the Roadway Standards to save as many trees as possible while also providing a public right of way that is safe for the public and the residents who use Date Street. The goal is to save as many trees as possible.

Objective 5.12, Policy 5.12.05 of the City's Comprehensive Plan requires the City to, "Maintain tree preservation and protection as outlined in Objective 5.11 as a significant component of improved air quality." As stated above, granting the variance of the required Date Street improvements will preserve trees and meet the objective set under Policy 5.12.05.

Objective 2.07 Multi-Modal Network Designs requires the City to design features such as ... "street trees.... narrow travel lanes... where feasible, to achieve more modest average vehicle speeds in order to create a more balanced and livable street system that supports transportation choice, energy efficiency and enhance quality of life." Policy 2.07.02 states that the network shall be, "designed to avoid, minimize, and mitigate adverse impacts upon ... natural and historic resources and scenic quality during the siting, design, construction... of the transportation system." Further, Policy 2.07.02 states that use of the transportation system to enhance, "Natural and historic resources and preserve neighborhood character and scenic quality shall be considered where possible". The Owner of the Property will be required to improve a public city street which will be part of the Multi-Modal network design. Through use of the variance process and approval of the variance, the City will be meeting the policy objectives to preserve the neighborhood character and the scenic quality of the neighborhood and preserve the natural resources and allow for existing natural street trees to be preserved.

As outlined in my client's application, the purpose of the request to vary from the Roadway Standards adopted by the City, is to preserve the maximum amount of existing trees which abut the Date Street dirt road.

In sum, the applicant's request for a Roadway Variance to preserve 125" dbh of trees (by removing only 9 trees rather than 20 trees) meets the requirements to approve the requested variances of the City's Roadway Standards.

Please see the online application and the attachments to the online application for further information on this parcel.

Sincerely,
TOMASSETTI & PRINCE

Teresa L. Prince

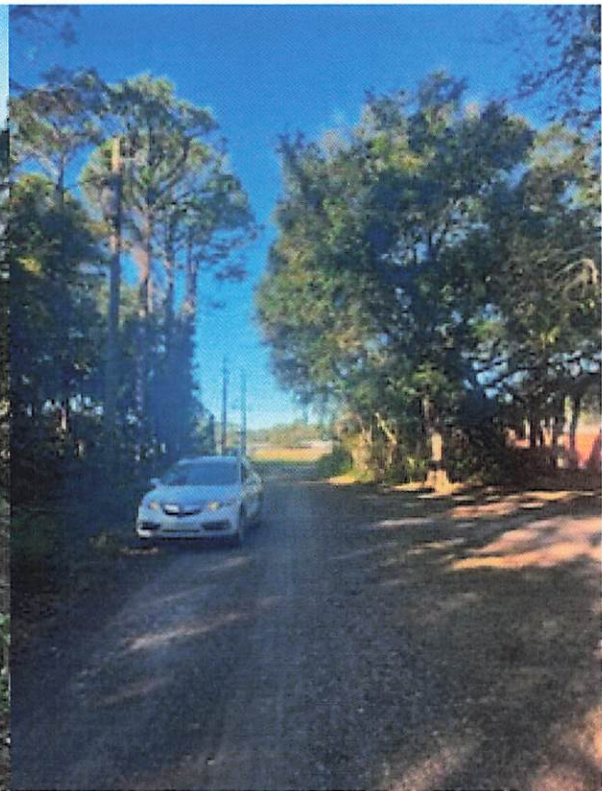
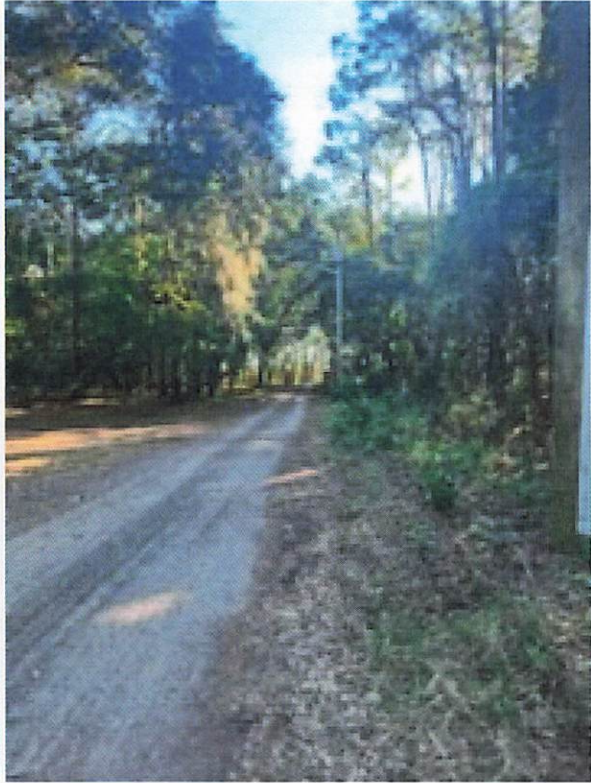
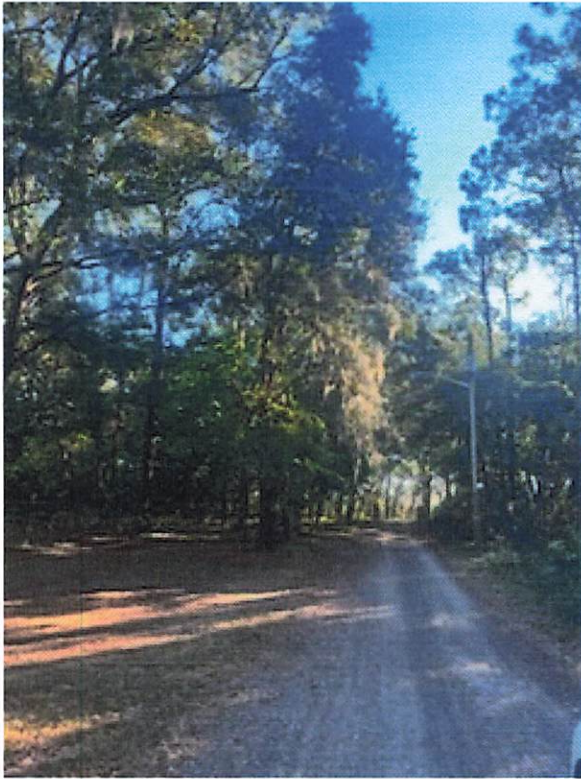
Teresa L. Prince, for the firm

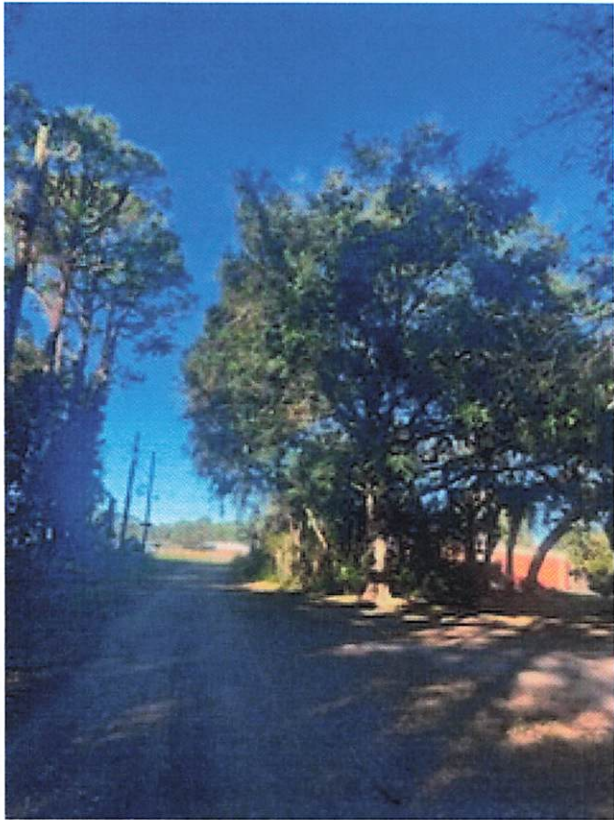
TLP/mw

Attachments: Pictures

Gillette & Associates Updated Drawing

Gillette & Associates Updated Narrative







12/3/24

Artisan (420 Citrona Drive) – Date Street Roadway Variance Items – Modified

We are requesting a variance from the following items contained in the City of Fernandina Beach Roadway Construction Standards, Ordinance 2019-18.

Variance #1:

Variance to Ordinance 2019-18, Drawing #1 of 14 (page 1 of 17) – Local Road, 2-Lane with Swale. Crowned Roadway Construction

Drawing #1 of 15 shows the roadway constructed with a crown, which allows the water to shed from the centerline of the roadway to the edge of the roadway to be collected in a swale system. We request that the roadway be constructed with an inverted crown, allowing the runoff water to shed from the edge of the roadway to the centerline of the roadway. The runoff water would then sheet flow toward the Citrona Street right-of-way. Roadway slopes would remain as shown in Drawing #1 of 15.

Variance #2:

Variance to Ordinance 2019-18, Drawing #8 of 14 (page 8 of 17) – Special “T” Turnaround. Roadway “T” Turnaround dimensions

Drawing #9 of 15 shows a roadway special turnaround “T” dimension of 60-feet long and a width of 24-ft. We ask that the roadway width and turnaround “T” dimensions be allowed to fluctuate to meet fire-truck turnaround as part of the TRC requirements currently underway. Current right-of-way widths exceed that shown on Drawing #9 of 15 and driveway lengths will be adjusted accordingly.

Variance #3:

Variance to Ordinance 2019-18, Note 21, page 16 of 17 – Concrete Curb Requirement

Note 21 requires concrete curbs be provided on both sides of all streets. We ask that curb installation for the proposed roadway be eliminated for this project due to the infrequent use of the road (rural-type setting) and to prevent additional damage to the trees we are trying to save. It should be noted that the south side of the road will contain a 5-ft wide sidewalk.



ROADWAY CONSTRUCTION STANDARDS

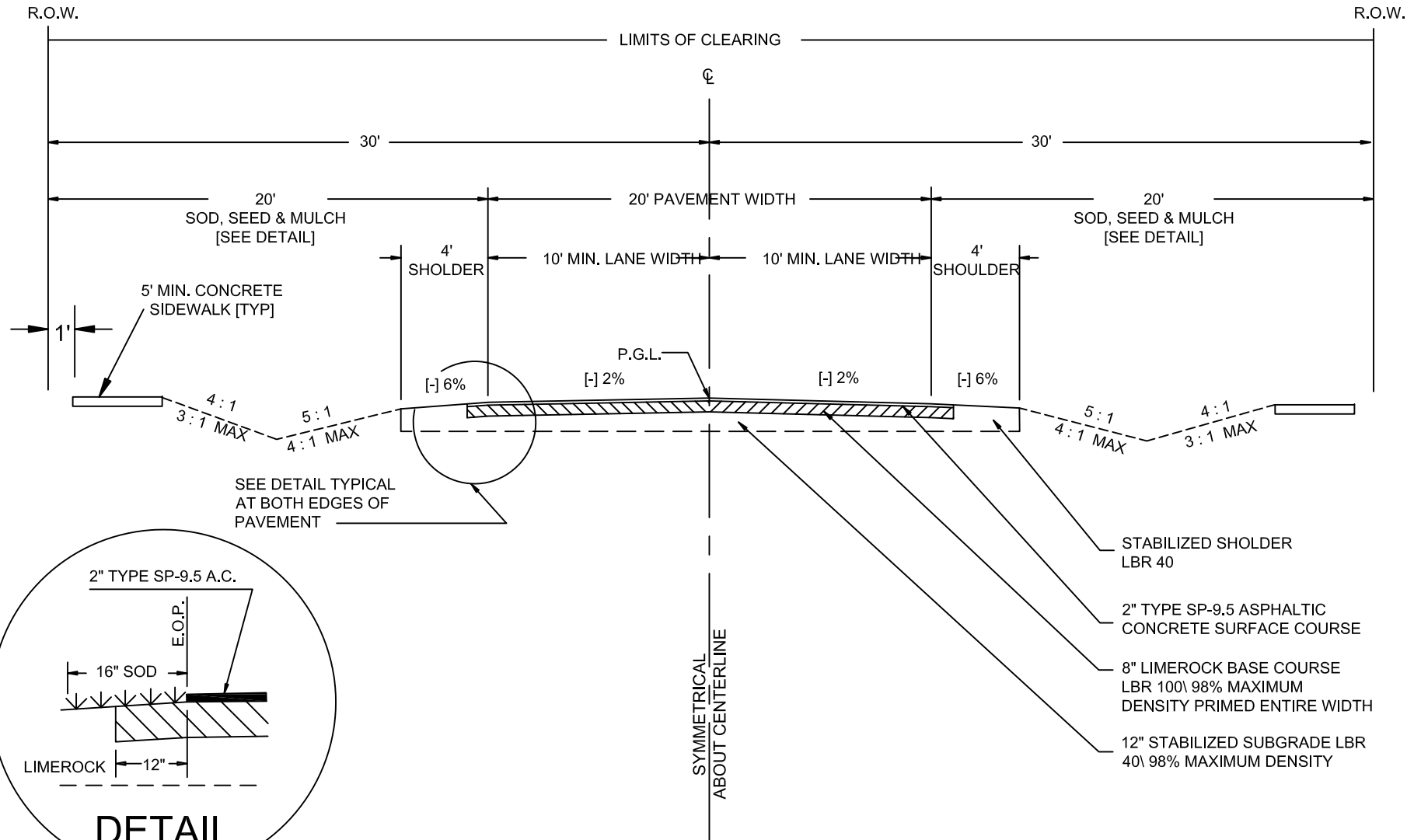
ADOPTED JANUARY 2020

ORDINANCE 2019-18

1825

FLORIDA

RIGHT-OF-WAY WIDTH: 60 FEET



OPTIONAL BASE MATERIALS MAY BE ACCEPTABLE UPON APPROVAL BY THE CITY OF FERNANDINA BEACH



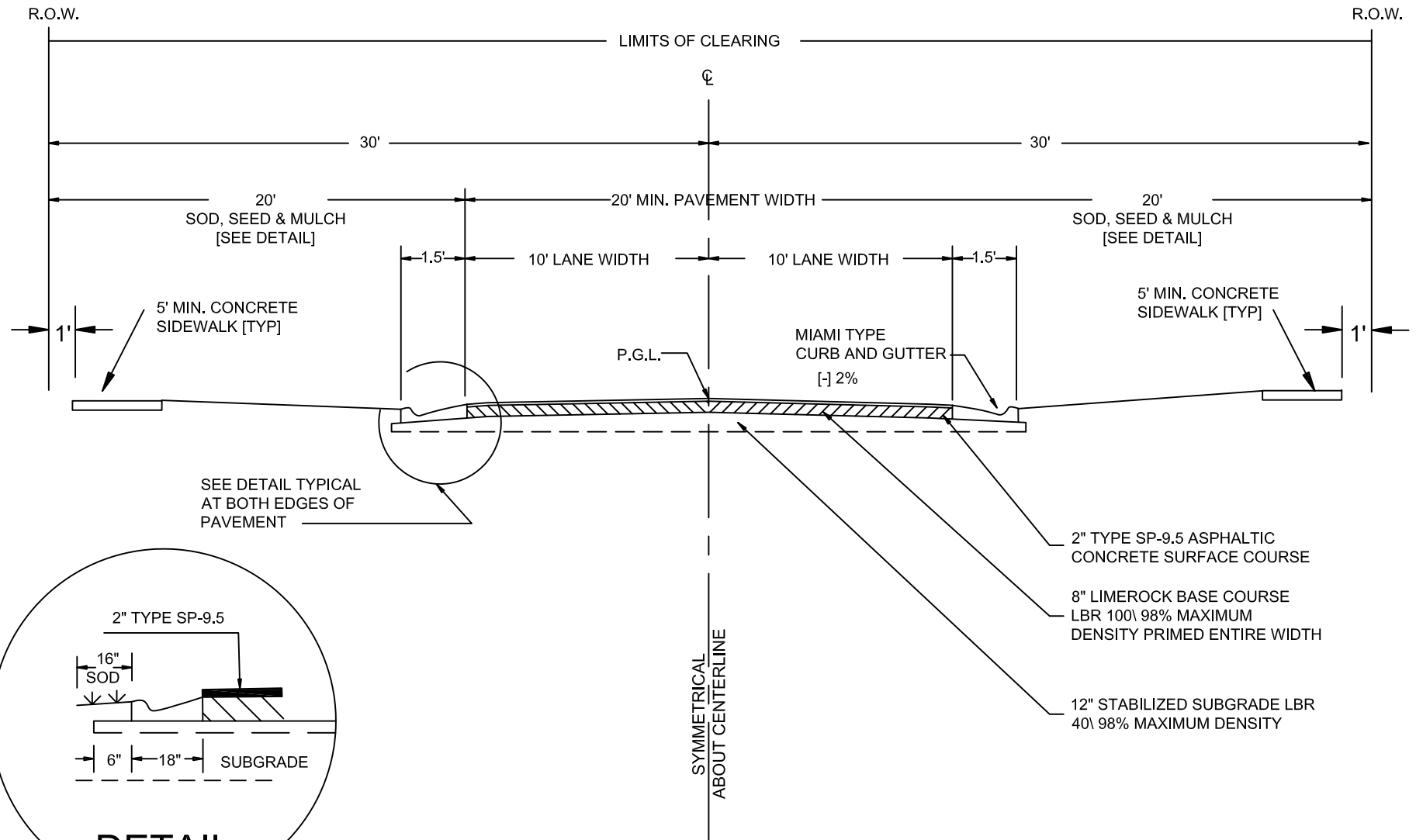
LOCAL ROAD - 2 LANE TYPICAL SWALE SECTION

ROADWAY STANDARD DETAILS

CITY OF FERNANDINA BEACH
1181 S. 5TH STREET FERNANDINA BEACH, FLORIDA

DATE: 2/27/19	RIGHT OF WAY TYP. 60'
ENGINEER: AD	SCALE: N.T.S.
DRAWN BY: BE	AUTHORIZED BY: AD
REVISED BY:	DRAWING #
REVISION DATE:	1 OF 15

RIGHT-OF-WAY WIDTH: 60 FEET



SEE DETAIL TYPICAL
AT BOTH EDGES OF
PAVEMENT

DETAIL

OPTIONAL BASE MATERIALS MAY BE ACCEPTABLE UPON
APPROVAL BY THE CITY OF FERNANDINA BEACH



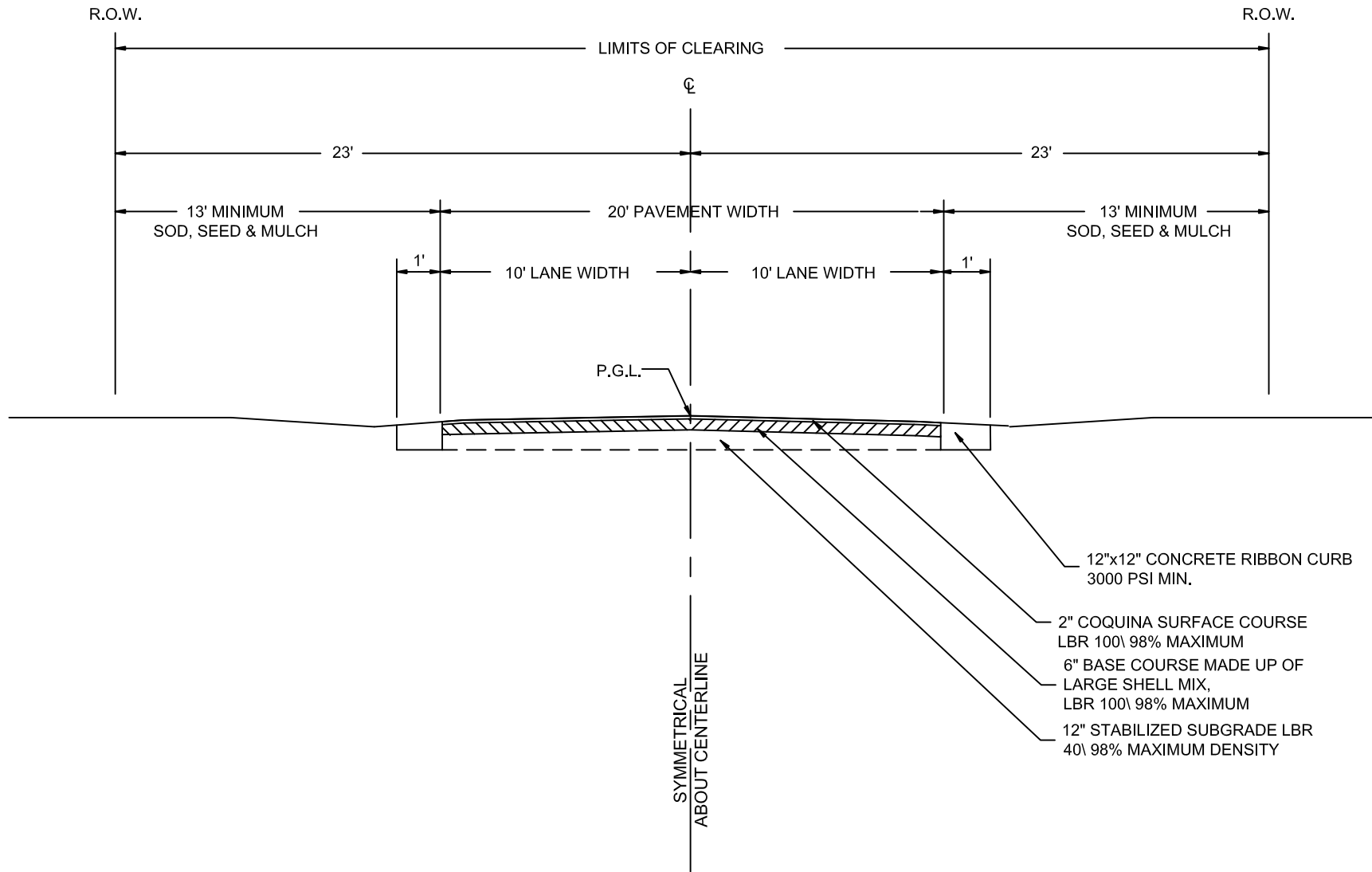
LOCAL ROAD - 2 LANE CURB & GUTTER TYP SECTION

ROADWAY STANDARD DETAILS

CITY OF FERNANDINA BEACH
1181 S. 5TH STREET FERNANDINA BEACH, FLORIDA

DATE: 2/27/19	RIGHT OF WAY TYP. 60'
ENGINEER: AD	SCALE: N.T.S.
DRAWN BY: BE	AUTHORIZED BY: AD
REVISED BY:	DRAWING #
REVISION DATE:	2 OF 15

RIGHT-OF-WAY WIDTH: 46 FEET



LOCAL ROAD - 2 LANE OLD TOWN TYPICAL SECTION

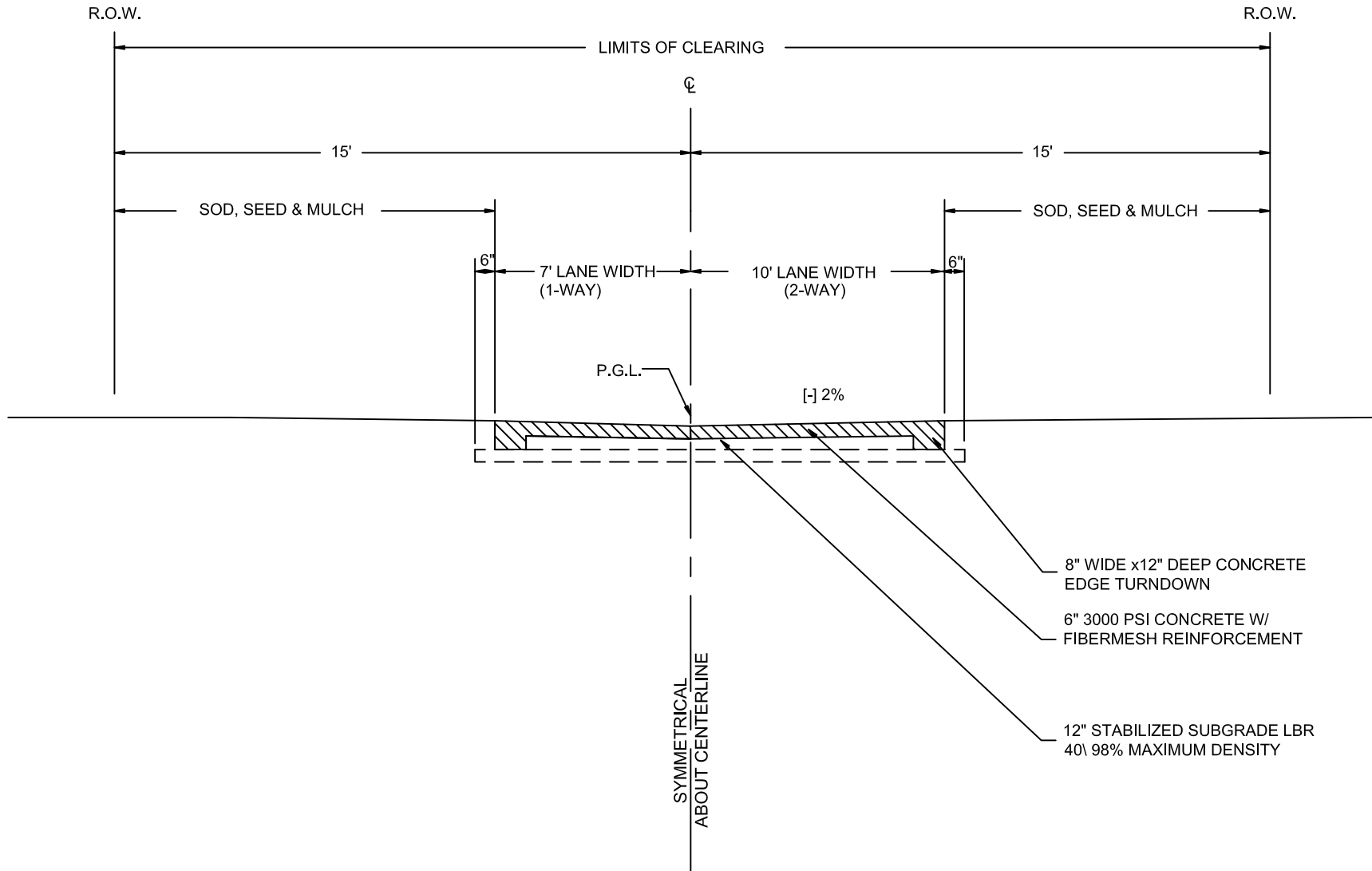
ROADWAY STANDARD DETAILS

CITY OF FERNANDINA BEACH
1181 S. 5TH STREET FERNANDINA BEACH, FLORIDA

DATE: 2/27/19	RIGHT OF WAY TYP. 60'
ENGINEER: AD	SCALE: N.T.S.
DRAWN BY: BE	AUTHORIZED BY: AD
REVISED BY:	DRAWING #
REVISION DATE:	

5 OF 15

RIGHT-OF-WAY WIDTH: 30 FEET



OPTIONAL BASE MATERIALS MAY BE ACCEPTABLE UPON
APPROVAL BY THE CITY OF FERNANDINA BEACH

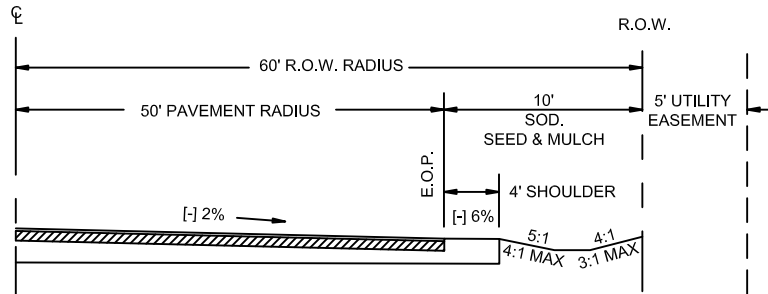
30' ALLEY TYPICAL SECTION



ROADWAY STANDARD DETAILS

CITY OF FERNANDINA BEACH
1181 S. 5TH STREET FERNANDINA BEACH, FLORIDA

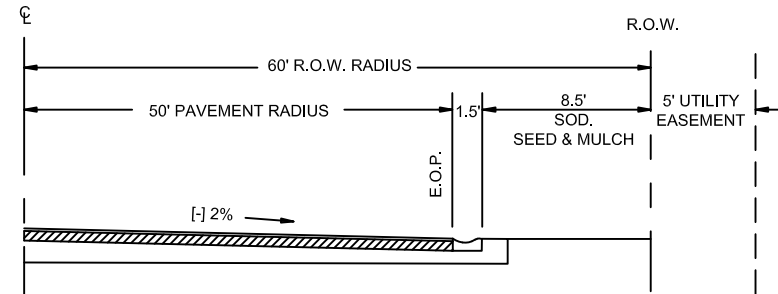
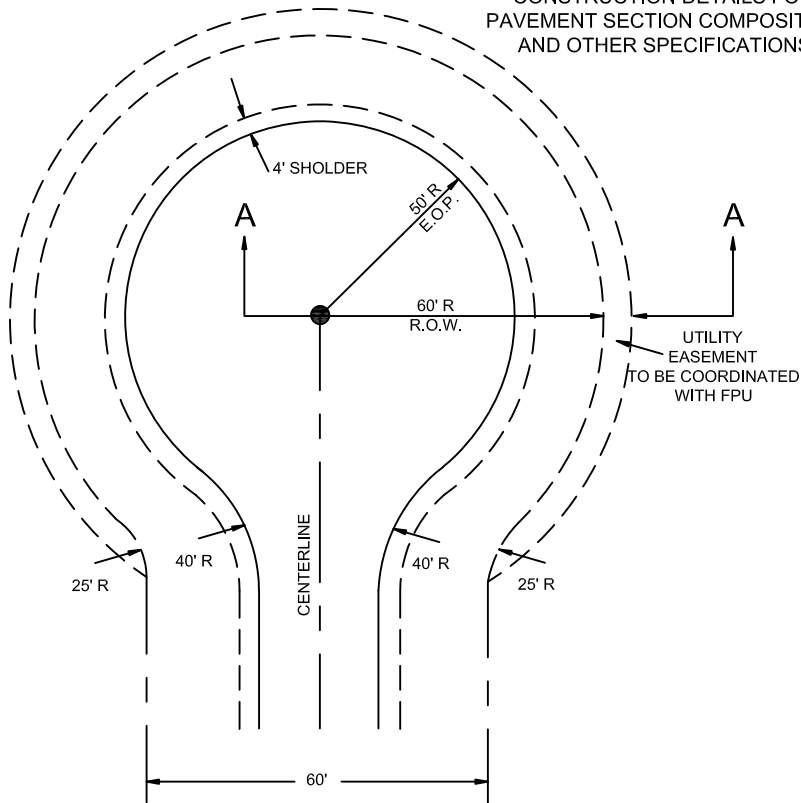
DATE: 2/27/19	RIGHT OF WAY TYP. 60'
ENGINEER: AD	SCALE: N.T.S.
DRAWN BY: BE	AUTHORIZED BY: AD
REVISED BY:	DRAWING #
REVISION DATE:	6 OF 15



SECTION "AA"

REFERENCE ROADWAY
CONSTRUCTION DETAILS FOR
PAVEMENT SECTION COMPOSITION
AND OTHER SPECIFICATIONS

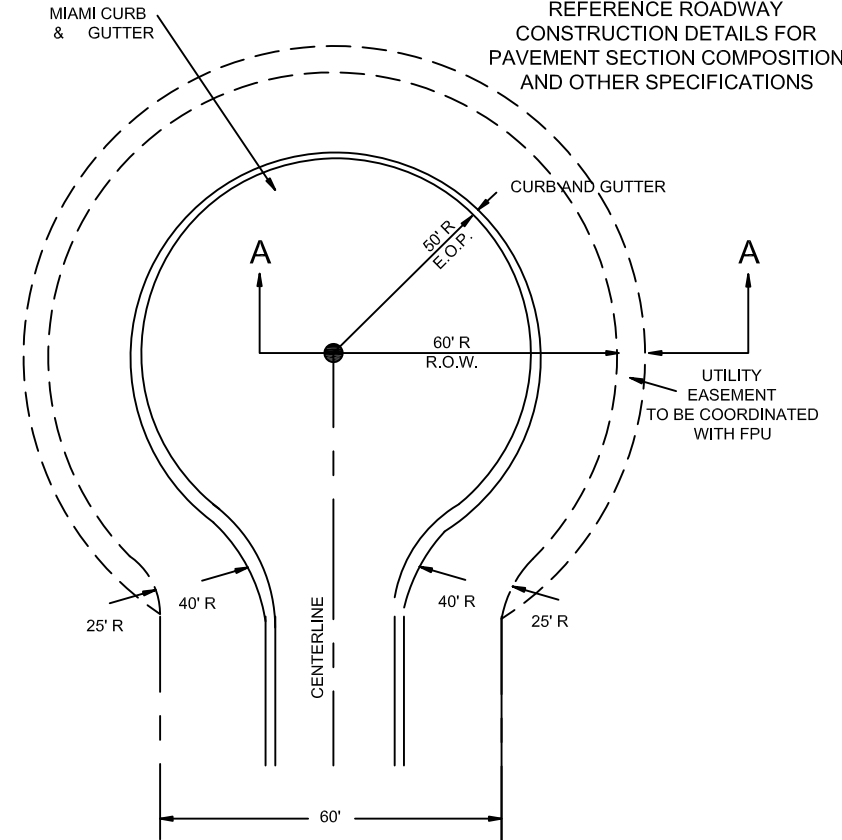
SYMMETRICAL
ABOUT CENTERLINE



SECTION "AA"

REFERENCE ROADWAY
CONSTRUCTION DETAILS FOR
PAVEMENT SECTION COMPOSITION
AND OTHER SPECIFICATIONS

SYMMETRICAL
ABOUT CENTERLINE



RESIDENTIAL CUL-DE-SAC CONSTRUCTION TYPICAL DETAIL

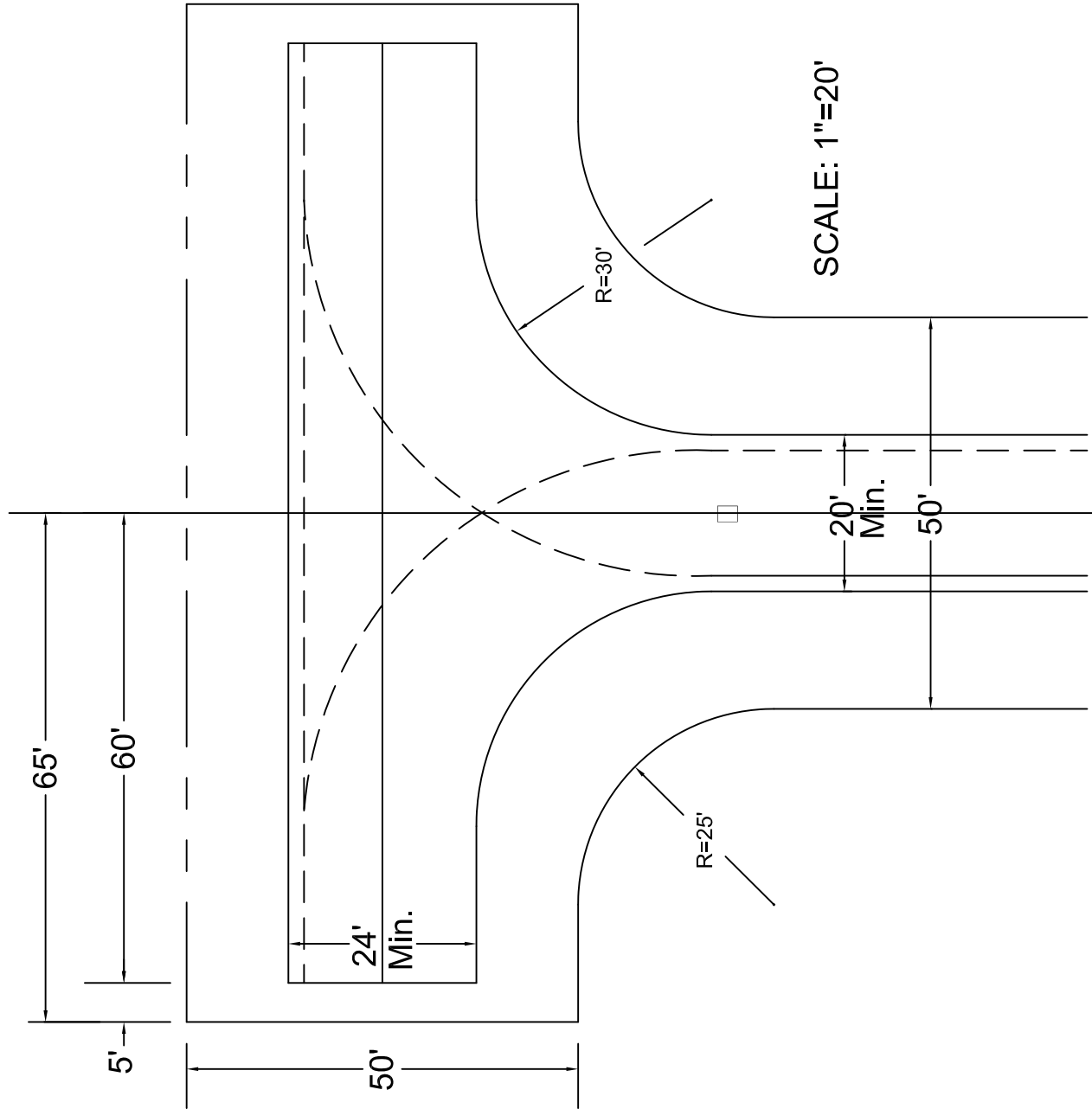
ROADWAY STANDARD DETAILS

CITY OF FERNANDINA BEACH
1181 S. 5TH STREET FERNANDINA BEACH, FLORIDA

DATE: 2/27/19	RIGHT OF WAY TYP. 60'
ENGINEER: AD	SCALE: N.T.S.
DRAWN BY: BE	AUTHORIZED BY: AD
REVISED BY:	DRAWING #
REVISION DATE:	8 OF 15



SPECIAL "T" TURNAROUND



SYMMETRICAL ABOUT Q_L

KEY:

NOTE:

— PATH OF RIGHT FRONT WHEEL
(S.U. DESIGN VEHICLE-AASHTO,
A POLICY ON GEOMETRIC
DESIGN)

TO BE USED ONLY
WHERE CUL-DE-SAC
IS INAPPROPRIATE

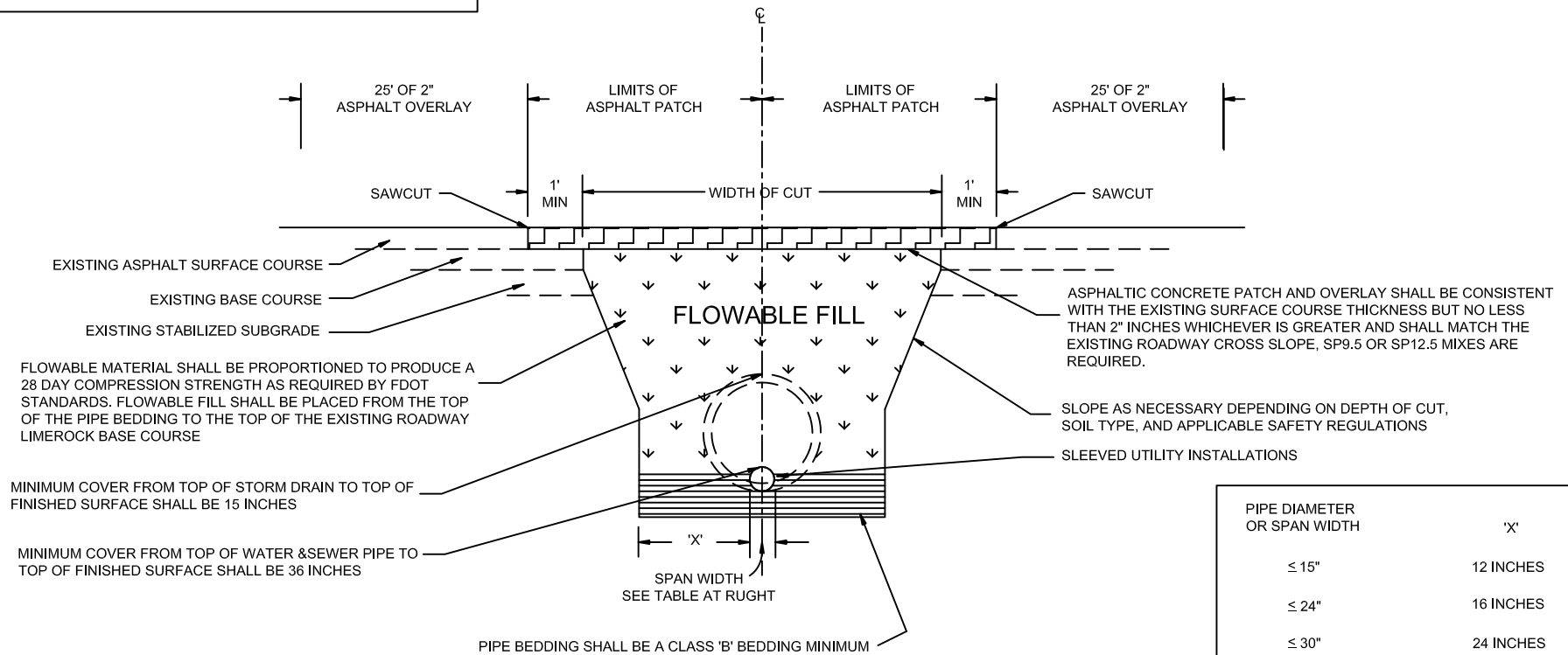
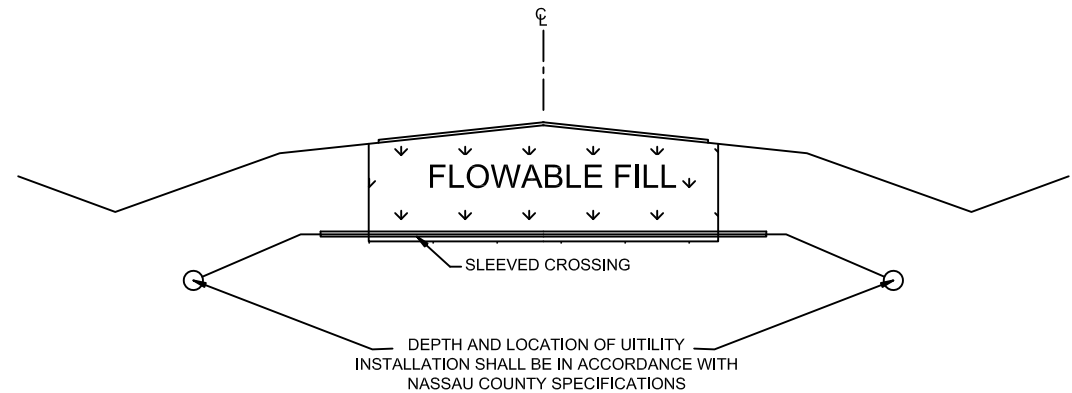
ROADWAY STANDARD DETAILS

CITY OF FERNANDINA BEACH
1181 S. 5TH STREET FERNANDINA BEACH, FLORIDA

DATE: 2/27/19	RIGHT OF WAY TYP. 60'
ENGINEER: AD	SCALE: N.T.S.
DRAWN BY: BE	AUTHORIZED BY: AD
REVISED BY:	DRAWING #
REVISION DATE:	

NOTES:

- 1) OPEN ROAD CUTS ARE GENERALLY NOT AN ACCEPTABLE MEANS OF CONSTRUCTION UNLESS APPROVED IN ADVANCE BY THE ENGINEERING SERVICES DEPARTMENT.
- 2) MATERIALS, MIX PROPORTIONS, PRODUCTION, PLACING, CONSTRUCTION REQUIREMENTS, AND ACCEPTANCE OF FLOWABLE FILL SHALL BE IN ACCORDANCE WITH NASSAU COUNTY SPECIFICATIONS
- 3) ALL OPEN CUTS SHALL REQUIRE A PERMIT AND 48 HOUR ADVANCE NOTICE TO THE ENGINEERING SERVICES DEPARTMENT INSPECTION STAFF PRIOR TO COMMENCEMENT OF CONSTRUCTION A REPRESENTATIVE FROM THE COUNTY'S INSPECTION STAFF MUST BE PRESENT AT THE TIME OF INSTALLATION OF THE UTILITY
- 4) PUBLIC SAFETY SHALL BE MAINTAINED DURING CONSTRUCTION IN ACCORDANCE WITH THE PROVISIONS OF PART 6, WORK ZONE TRAFFIC CONTROL, OF THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES AND THE FDOT STANDARDS, LATEST EDITION
- 5) THE CONTRACTOR SHALL PROVIDE TO THE NASSAU COUNTY CEI CERTIFICATION OF THE MIX DESIGN FROM THE SUPPLIER AT THE TIME OF CONSTRUCTION
- 6) 1" ASPHALT OVERLAY LONGITUDINALLY, TO BE 25' EACH WAY FROM LIMITS OF PATCH / REPAIR (OR VARIED BY THE CITY OF FERNANDINA BCH



PIPE DIAMETER OR SPAN WIDTH	'X'
≤ 15"	12 INCHES
≤ 24"	16 INCHES
≤ 30"	24 INCHES
≤ 30"	36 INCHES



OPEN ROAD CUTS / FLOWABLE FILL

ROADWAY STANDARD DETAILS

CITY OF FERNANDINA BEACH
1181 S. 5TH STREET FERNANDINA BEACH, FLORIDA

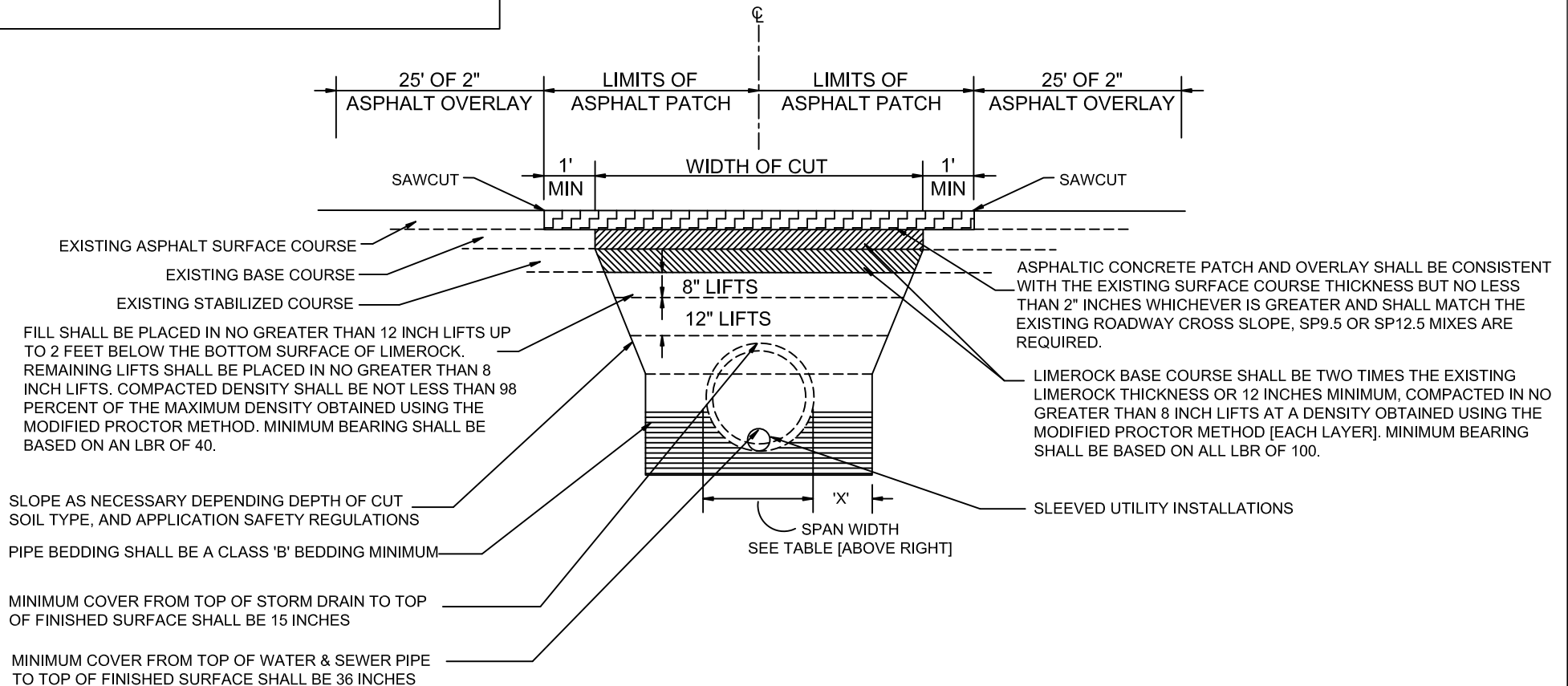
DATE: 2/27/19	RIGHT OF WAY TYP. 60'
ENGINEER: AD	SCALE: N.T.S.
DRAWN BY: BE	AUTHORIZED BY: AD
REVISED BY:	DRAWING #
REVISION DATE:	

10 OF 15

NOTES:

- 1) TEST REPORTS FOR DENSITY AND BEARING SHALL BE REQUIRED FOR ALL COMPACTED LIFTS
- 2) SOIL BEARING MAY BE DETERMINED BY A STATIC CONE PENETROMETER
- 3) FLOWABLE FILL IS THE PREFERRED ALTERNATIVE FOR ALL BACKFILL REQUIREMENTS (SEE OPEN ROADWAY CUT DETAIL NO. 15V FOR USE OF FLOWABLE FILL)
- 4) PUBLIC SAFETY SHALL BE MAINTAINED DURING CONSTRUCTION IN ACCORDANCE WITH THE PROVISIONS OF PART 6, TEMPORARY TRAFFIC CONTROL, OF THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES AND THE NASSAU COUNTY ROAD CLOSURE POLICY
- 5) ALL OPEN ROADWAY CUTS SHALL REQUIRE A 24 HOUR ADVANCE NOTICE TO THE ENGINEERING SERVICES DEPARTMENT INSPECTION STAFF PRIOR TO COMMENCEMENT OF CONSTRUCTION. A REPRESENTATIVE FROM THE HIGHWAY INSPECTION STAFF MUST BE PRESENT AT THE TIME OF INSTALLATION OF THE UTILITY
- 6) 1" ASPHALT OVERLAY LONGITUDINALLY, TO BE 25' EACH WAY FROM LIMITS OF PATCH/ REPAIR (OR VARIED BY THE CITY OF FERNANDINA BEACH FLORIDA)

PIPE DIAMETER OR SPAN WIDTH	'X'
≤ 15"	12 INCHES
≤ 30"	24 INCHES
≤ 42"	30 INCHES
≤ 48"	36 INCHES
≤ 60"	42 INCHES
≤ 60"	48 INCHES



OPEN ROAD CUTS / COMPACTED FILL

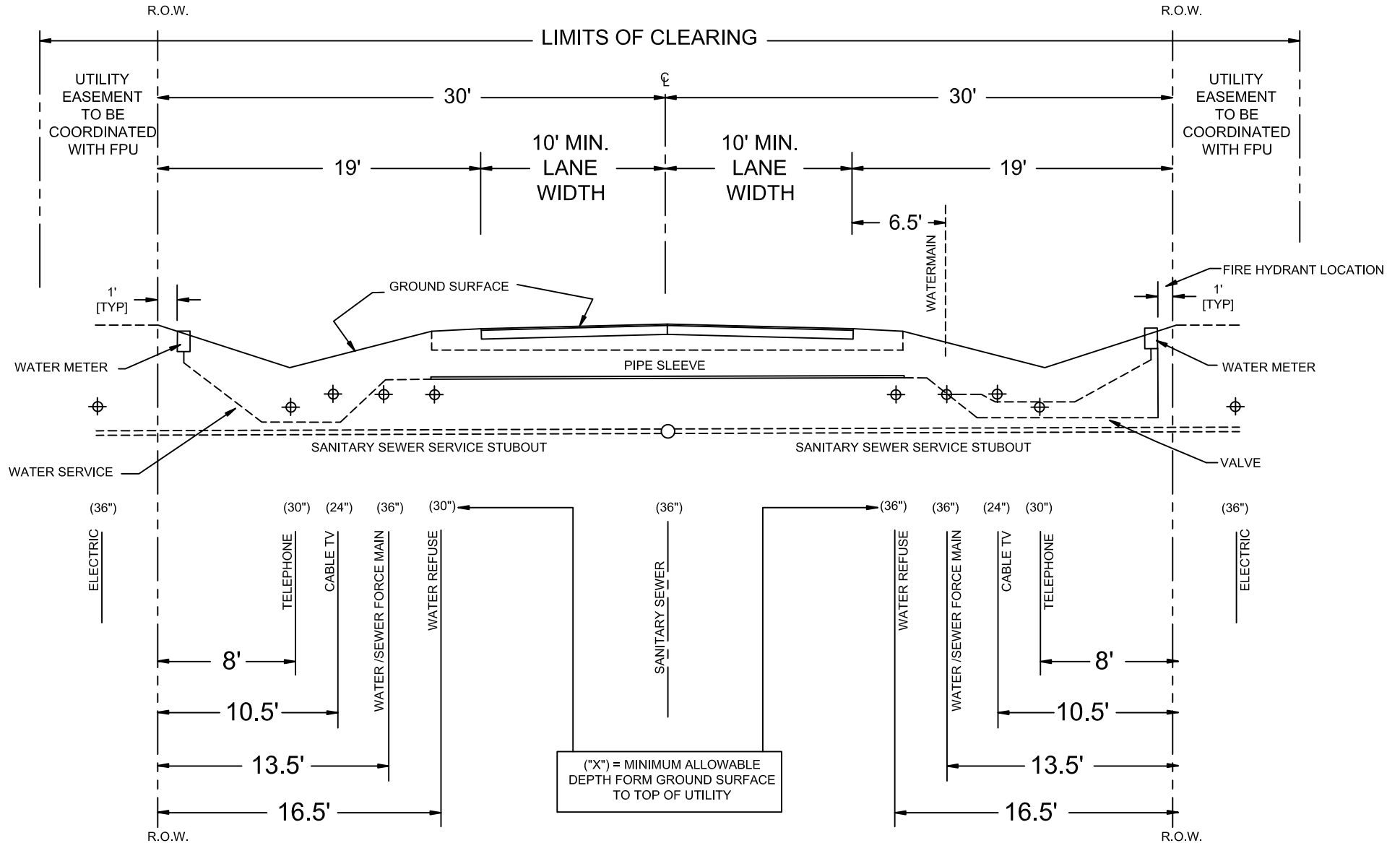
ROADWAY STANDARD DETAILS

CITY OF FERNANDINA BEACH
1181 S. 5TH STREET FERNANDINA BEACH, FLORIDA

DATE: 2/27/19	RIGHT OF WAY TYP. 60'
ENGINEER: AD	SCALE: N.T.S.
DRAWN BY: BE	AUTHORIZED BY: AD
REVISED BY:	DRAWING #
REVISION DATE:	

11 OF 15

ALL UTILITIES TO BE INSTALLED BELOW DRAINAGE SYSTEM UNLESS APPROVED BY THE CITY OF FERNENDINA BEACH
 ALL UTILITIES INSTALLED BELOW PAVEMENT MUST HAVE A MINIMUM COVER OF 36"



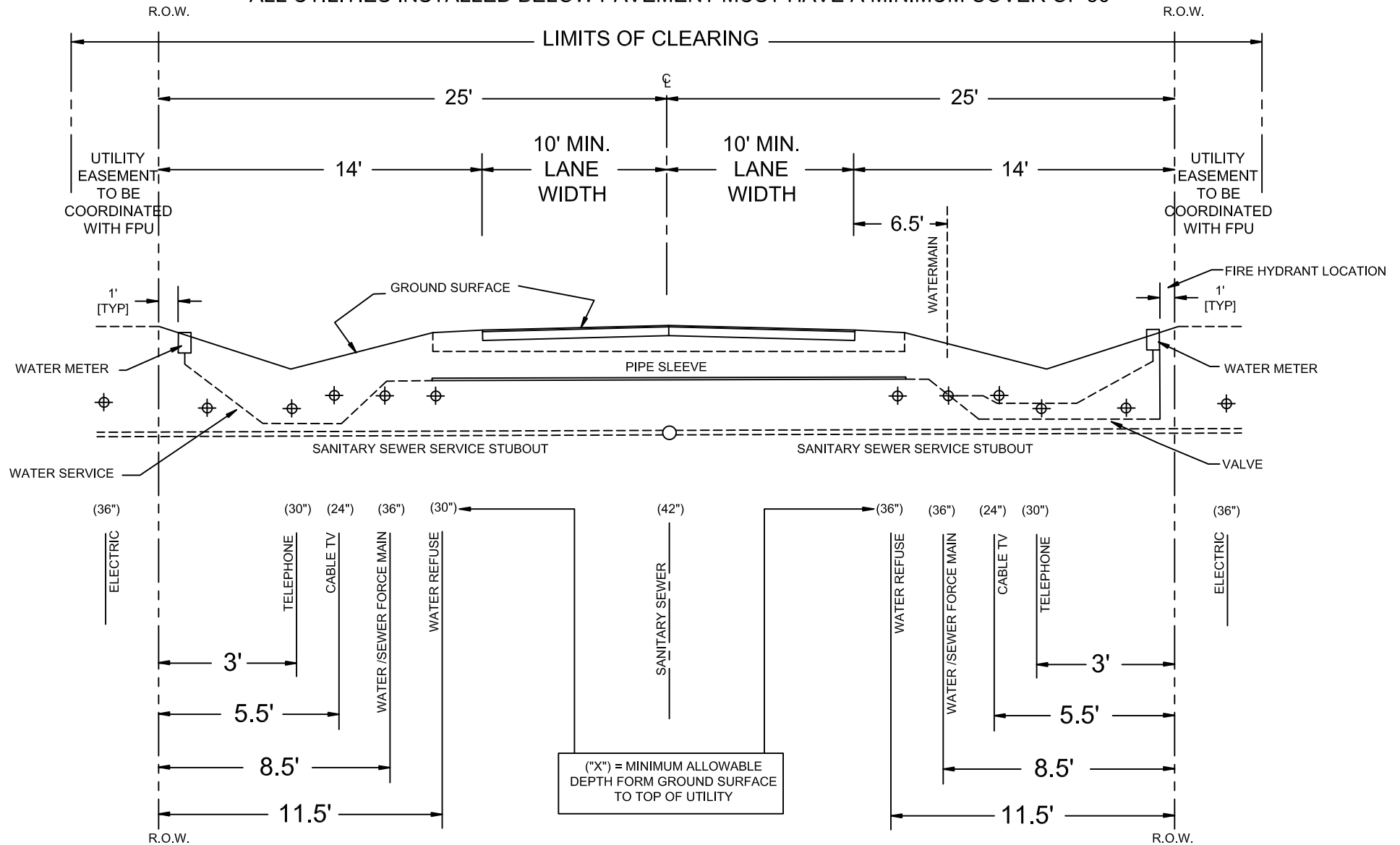
TYPICAL UTILITY LOCATION PLAN 60 FOOT RIGHT-OF-WAY

ROADWAY STANDARD DETAILS

CITY OF FERNANDINA BEACH
 1181 S. 5TH STREET FERNANDINA BEACH, FLORIDA

DATE: 2/27/19	RIGHT OF WAY TYP. 60'
ENGINEER: AD	SCALE: N.T.S.
DRAWN BY: BE	AUTHORIZED BY: AD
REVISED BY:	DRAWING #
REVISION DATE:	12 OF 15

ALL UTILITIES TO BE INSTALLED BELOW DRAINAGE SYSTEM UNLESS APPROVED BY THE CITY OF FERNENDINA BEACH
ALL UTILITIES INSTALLED BELOW PAVEMENT MUST HAVE A MINIMUM COVER OF 36"

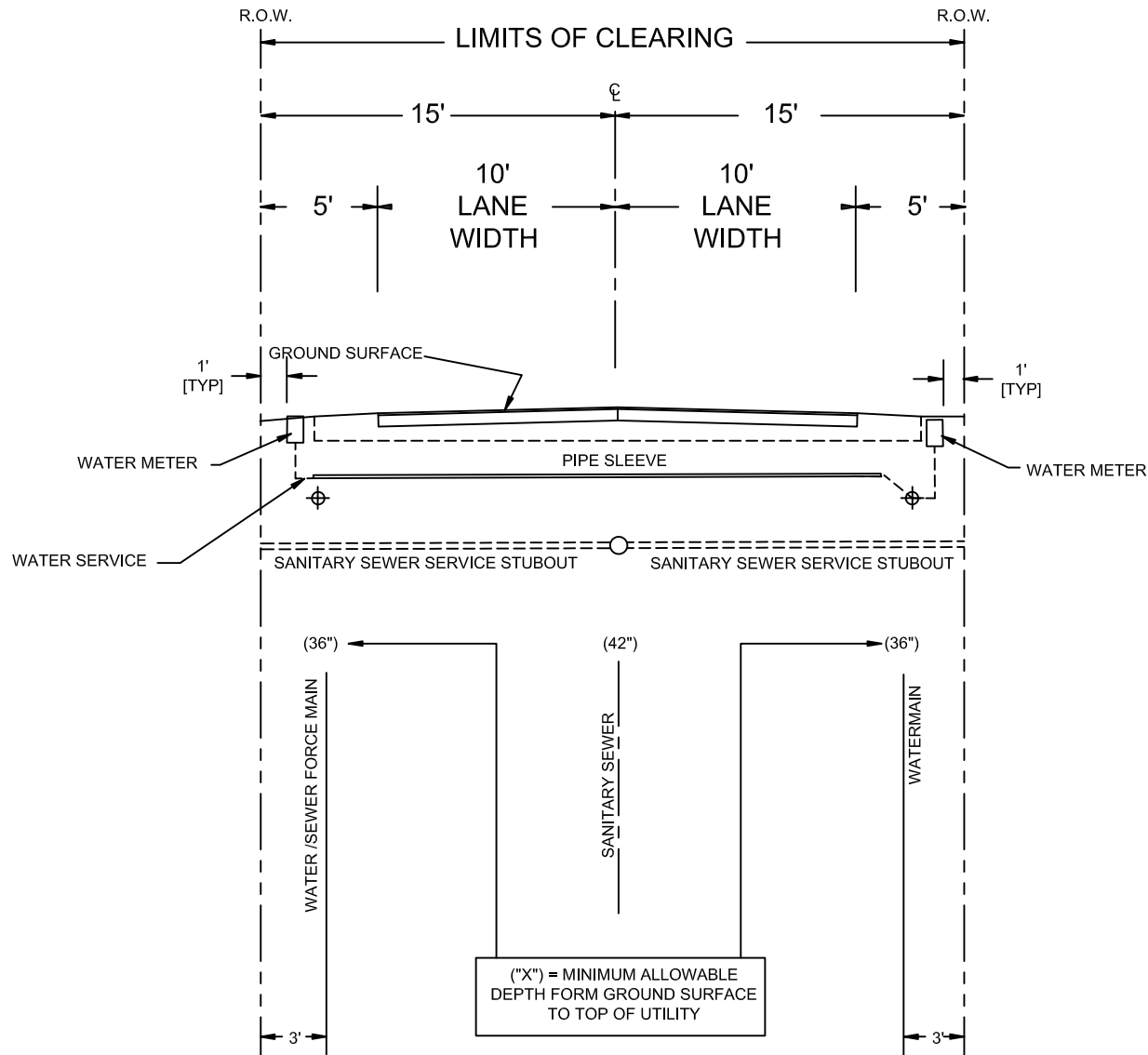


TYPICAL UTILITY LOCATION PLAN 50 FOOT RIGHT-OF-WAY

ROADWAY STANDARD DETAILS

CITY OF FERNANDINA BEACH 1181 S. 5TH STREET FERNANDINA BEACH, FLORIDA	
DATE: 2/27/19	RIGHT OF WAY TYP. 60'
ENGINEER: AD	SCALE: N.T.S.
DRAWN BY: BE	AUTHORIZED BY: AD
REVISED BY:	DRAWING #
REVISION DATE:	13 OF 15

ALL UTILITIES TO BE INSTALLED BELOW DRAINAGE SYSTEM UNLESS APPROVED BY THE CITY OF FERNENDINA BEACH
 ALL UTILITIES INSTALLED BELOW PAVEMENT MUST HAVE A MINIMUM COVER OF 36"



TYPICAL UTILITY LOCATION PLAN 30 FOOT ALLEY RIGHT-OF-WAY

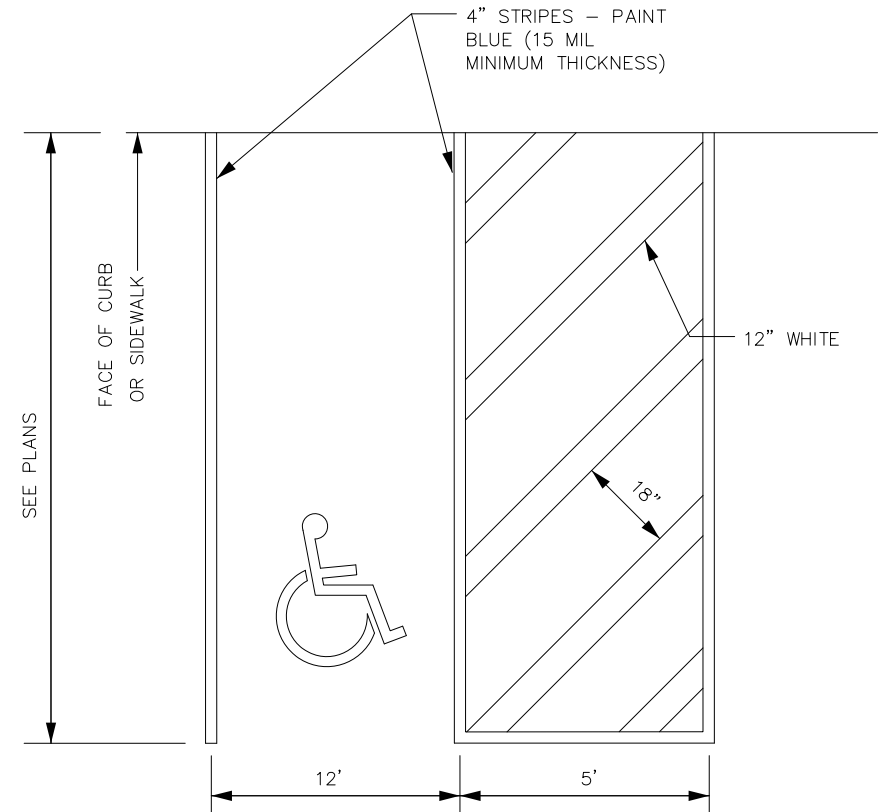
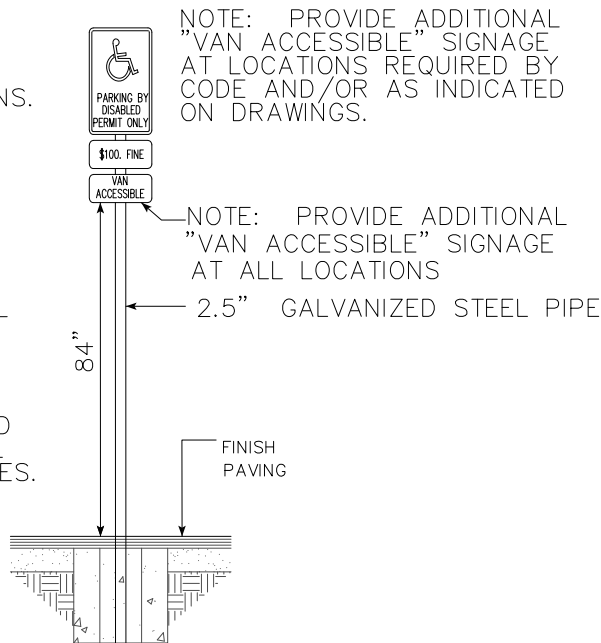
ROADWAY STANDARD DETAILS

CITY OF FERNANDINA BEACH
 1181 S. 5TH STREET FERNANDINA BEACH, FLORIDA

DATE: 2/27/19	RIGHT OF WAY TYP. 60'
ENGINEER: AD	SCALE: N.T.S.
DRAWN BY: BE	AUTHORIZED BY: AD
REVISED BY:	DRAWING #
REVISION DATE:	

NOTE:

1. ALL SIGNS SHOWN SHALL CONFORM TO FEDERAL ACCESSIBILITY SPECIFICATIONS.
2. ALL SIGNS SHOWN SHALL BE REFLECTORIZED TO SHOW THE SAME COLOR BY NIGHT AS BY DAY.
3. ALL SIGNS SHALL BE SECURELY MOUNTED ON GALVANIZED STEEL CHANNEL POSTS.
4. INSTALL QUANTITY AND AT LOCATIONS REQUIRED BY CODE AND/OR AS INDICATED ON DRAWINGS. CONFIRM ALL HANDICAPPED SIGNAGE CODES.



Stall dimension measured from inside to inside striping

TYPICAL DISABLED PARKING



ADA PARKING AND SIGNAGE DETAIL

ROADWAY STANDARD DETAILS

CITY OF FERNANDINA BEACH
1181 S. 5TH STREET FERNANDINA BEACH, FLORIDA

DATE: 2/27/19	RIGHT OF WAY TYP. 60'
ENGINEER: AD	SCALE: N.T.S.
DRAWN BY: BE	AUTHORIZED BY: AD
REVISED BY:	DRAWING #
REVISION DATE:	

15 OF 15

ROADWAY CONSTRUCTION NOTES

1. All right-of-way other than roadway areas shall be seeded and mulched or sodded. All slopes steeper than 6:1 shall require sodding. The City reserves the right to require sodding in special areas where erosion is a concern, such as adjacent to sidewalk and back curb.
2. The following will be the standard protection for ditches unless drainage calculations indicate otherwise:

(Minimum slope for grass ditches shall be 0.5%)

<u>SWALE PROFILE GRADES</u>	<u>PROTECTION REQUIRED</u>
0.5%-1.0%	Grassing and mulching
1.0%-4.0%	Sod
4.0% and greater	Ditch paving (concrete)

3. The limits of stabilizing sub-grade shall extend to a varying depth (per plan) below the bottom of the base and outward to twelve inches (12") beyond the curb.
4. The stabilizing material should be a high bearing value soil, sand-clay, limerock, recycled concrete, shell, or other material as approved by the City and a licensed soils engineer.
5. The sub-grade for all street shall be stabilized not less than forty (40) pounds Limerock Bearing Ratio (LBR) to a 12" minimum depth. A compaction of no less than ninety-eight (98%) percent density based on AASHTO T-180 shall be required.
6. Tests for sub-grade bearing capacity and compaction shall be done at a minimum of every 250 feet and shall be staggered to the left, right, and at center line of the roadway. For short sections of roadway, at least two (2) tests shall be required.
7. Bases for all streets shall have a minimum 8" depth. Soil cement bases shall have a strength of 350 pounds per square inch at 28 days (85 to 125% tolerance). Recycled concrete or limerock bases shall be compacted to (98%) minimum density based on AASHTO-T 180 Modified Proctor Test (LBR 100).
8. Soil Cement and recycled concrete mix designs shall be submitted to the City for approval prior to start of sub-grade preparation.
9. Concrete delivery tickets shall be provided to the City at the time of placement.
10. Testing of the in-place bases shall be done at intervals equivalent to sub-grade testing and shall consist of, as a minimum, moisture content and compaction of the City.
11. Limerock, recycled concrete, or full depth asphalt pavement may be used in place of soils cement bases. All bases and roadway designs shall be subject to the approval of the City.
12. Soil cement base material construction shall be continuously supervised by a soil testing lab at the developer's expense.
13. Cure coating of soil cement base shall be removed by hand planing prior to installation of driving surface.

ROADWAY CONSTRUCTION NOTES

14. Soil cement pavement bases with the cure coat applied shall be allowed to cure a minimum of seven (7) days under no traffic prior to placing any asphalt surface. (Test report required prior to traffic usage)
15. Design mixes shall be submitted to the City Engineer for approval no less than three (3) working days prior to any roadway construction.
16. Asphalt specifications shall be submitted by the Design Engineer with final plans to the City. Florida State-certified batch plants must than certify that these approved specifications have been met.
17. Extraction and gradation test on asphalt mixes shall be provided to the City to ensure that design mixes meet the City standard specifications.
18. The roadway crown shall have a standard one quarter inch (1/4") per foot slope.
19. All roadways with curb and gutter sections shall have a standard, a minimum longitudinal slope of 0.30%.
20. The finished pavement edge may be within one quarter inch (1/4") above the adjacent concrete curb.
21. Concrete curbs shall be provided on both sides of all streets and constructed with 3,000 PSI concrete at 28 days.
22. Concrete curbs shall be saw cut 1/4" at intervals of ten feet (10') with expansion joints at street intersections, structures, and along curves at sixty feet (60') intervals. All expansion joint material is required to be installed through the entire depth of the concrete curb.
23. A "S" shall be cut or etched in the curb to make the location of all sewer service.
24. An upside-down "W" shall be cut in the outside edge of curb to mark the location of all water services.
25. Three (3) concrete cylinders shall be taken and tested (1 at 14 days and 1 at 28 days) for every seventy-five (75) cubic yards of concrete or less placed. Test results shall then be provided to the City Engineer as they become available.
26. The Developer shall provide all required pavement markings on all roadways per City, County, and State requirements. Centerline stripes shall be provided on extensions of City collector or arterial roads, county roads, and state highways only.
27. A City of Fernandina Beach approved Stop Sign and a 24" thermoplastic Stop Bar are required at all roadway intersections.
28. All traffic control devices placed at intersections, private streets, public streets, county roads, and state highways within the City limits shall be installed according to the Manual on Uniform Traffic Control Devices, latest edition.
29. The Developer is responsible for paying fees for Traffic Control Devices to the City for installation. Street signs and stop signs shall be placed at all intersection, including but not limited to private street, public street, county roads, and state highways within the City limits.

ROADWAY CONSTRUCTION NOTES

30. The Developer is responsible for paying fees for all street lights prior to acceptance of the project by the City.
31. A minimum of five foot (5') wide sidewalks shall be provided on both sides of all residential streets unless otherwise approved by the Streets Department, see details. Areas where additional width is required will be identified by City staff.
32. All materials utilized for improvements within the City Right of Way shall have a minimum design service life of 50 years.

33. Standard Turning Radii for Intersections:

Residential streets with state & County Roadways	40-50 ft.
Or major thoroughfares within the City	

Entrances to commercial sites off of City streets	30 ft.
---	--------

Intersections interior in subdivisions	40 ft.
--	--------

Should Nassau County or the Florida Department of Transportation (FDOT) determine that larger radii are warranted within their right-of-way, the larger radii shall prevail.

34. Construction methods and design for concrete pavement shall conform to F.D.O.T. Standard Specifications for Road and Bridge Construction, latest edition.
35. All contractors who are performing the construction of public improvements (water main, sanitary sewer main, reclaimed water mains, storm pipes and inlets, and also constructions of roadways). Shall be certified with the Florida State Department of Business and Professional Regulations (DBPR) for the type of work that they perform.
36. Utility Depth:
- High Voltage utilities such as power (feeder, service, and drops) shall be buried a Minimum of 30 inches in depth, 36" under pavement.
 - Low Voltage utilities such as phone and cable TV shall be buried a minimum of 12 inches in depth for feeder and services. Services drops shall be buried a minimum of 6 inches in depth, 36" under pavement.
37. No new above ground installation of electrical, phone or cable distribution lines or services will be permitted in City of Fernandina Beach right of ways.
38. All dead end roadways that exceed one-hundred fifty feet (150') shall be provided with an approved turnaround.
39. Minimum vertical clearance over all roadways is 13'-6". Minimum vertical clearance over all sidewalks is 7'.

CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Resolution 2024-248
Policy Amendment - Ceremonial Documents Policy, Guidelines and Application

ITEM TYPE: Resolution (w/o fiscal impact)

REQUESTED ACTION: Consider Resolution 2024-248.

SYNOPSIS: The City Commission, at their December 21, 2021, Regular Meeting, adopted the Ceremonial Documents Policy, Guidelines and Application by Resolution 2021-200.

Due to the recent proliferation of Ceremonial Document requests and in furtherance of efficiently conducting City business during Regular Meeting proceedings, the City Commission, at their November 19, 2024, Regular Meeting, reached majority consensus (nay: Commissioner Minshew) to remove Ceremonial Document presentations, including Proclamations, from their Regular Meeting agendas.

Staff subsequently submits this Resolution, amending Resolution 2021-200: Ceremonial Documents Policy, Guidelines and Application, attached hereto as Exhibit A.

FISCAL IMPACT: N/A

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2024-248.

Kim Briley, Deputy City Clerk	11/27/2024
Jeremiah Glisson, Interim City Manager	12/2/2024
Sarah Campbell, City Manager	12/9/2024
Tammi E. Bach, City Attorney	12/9/2024
Katie Newton, Paralegal	12/10/2024

Caroline Best

Date: November 25, 2024

Submitted By: Caroline Best, City Clerk

COMMISSION ACTION: Adopt

RESOLUTION 2024-248

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, AMENDING RESOLUTION 2021-200: CEREMONIAL DOCUMENTS POLICY, GUIDELINES, AND APPLICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission, at their December 21, 2021, Regular Meeting, adopted the Ceremonial Documents Policy, Guidelines and Application by Resolution 2021-200; and

WHEREAS, Ceremonial Documents are Proclamations, Certificates of Achievement, Letters of Recognition/Welcome/Congratulations/Achievement, and Keys to the City issued to individuals, organizations, groups, or events that positively contribute to the economic, social and/or cultural fabric, of the City of Fernandina Beach; and

WHEREAS, due to the recent proliferation of Ceremonial Document requests and in furtherance of efficiently conducting City business during Regular Meeting proceedings, the City Commission, at their November 19, 2024, Regular Meeting, reached majority consensus (nay: Commissioner Minshew) to remove Ceremonial Document presentations, including Proclamations, from their Regular Meeting agendas; and

WHEREAS, staff subsequently recommends amending the Ceremonial Documents Policy, Guidelines and Application, attached hereto as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, THAT:

SECTION 1. The City Commission hereby amends the Ceremonial Documents Policy, Guidelines, and Application, by removing Ceremonial Document presentations, including Proclamations, from their Regular Meeting agendas, attached hereto as Exhibit A.

SECTION 2. The City Clerk and City Manager are hereby authorized to execute the policy, upon review and approval of the City Attorney.

SECTION 3. This Resolution shall become effective immediately upon passage.

ADOPTED this 17th day of December, 2024.

CITY OF FERNANDINA BEACH

JAMES ANTUN
Mayor – Commissioner

ATTEST:

APPROVED AS TO FORM & LEGALITY:



CAROLINE BEST
City Clerk

TAMMI E. BACH
City Attorney



CEREMONIAL DOCUMENTS POLICY, GUIDELINES, and APPLICATION

Overview: Ceremonial Documents are *Proclamations, Certificates of Achievement, Letters of Recognition/Welcome/Congratulations/Achievement, and Keys to the City*. Ceremonial Documents are reserved for people, organizations, groups, or events that positively contribute to the economic, social and/or cultural fabric of the City of Fernandina Beach.

Proclamations are an official City related announcement and/or public declaration issued by the City Commission. They are ceremonial in nature and do not hold any legislative value.

Certificates of Achievement are documents which recognize an individual, organization, or group's outstanding service or extraordinary achievement. They are ceremonial in nature and do not hold any legislative value.

Letters of Recognition/Welcome/Congratulation/Achievement are correspondence which recognize individuals, groups, or organizations for outstanding service or extraordinary achievement. They do not hold any legislative value.

Key to the City is an honor bestowed upon distinguished persons and honored guests/visitors (not residents) of the City of Fernandina Beach. It symbolizes the recipients outstanding civic contributions and is given only in extraordinary circumstances. They are ceremonial in nature and do not hold any legislative value.

Ceremonial Documents Criteria/Occasions for Issuance: Ceremonial Documents may be issued for the following reasons:

1. Recognition of action or service above and beyond the call of duty;
2. Recognition of extraordinary achievement;
3. Supporting actions that improve the quality of life of the City of Fernandina Beach;
4. To raise public awareness of issues that directly affect the City of Fernandina Beach.

Ceremonial Documents will **not** be issued when:

- The request promotes campaigns, events or ideological/political beliefs that are contrary to the policies or laws of the City of Fernandina Beach.
- The request is for commercial/for-profit purposes.
- The request conflicts with federally recognized months, weeks, or days of observance.
- The request takes a side/position regarding local, national, or international disputes.
- The request is a subjective statement of ideology.
- The request is for an event that is expected to happen but has not yet been confirmed.
- The request is on behalf of individuals/groups/organizations of which the requester has no affiliation.
- The request is to replace a damaged or missing document from a previous administration.

Proclamation; occasions for issuance: Proclamations may be issued for the following occasions:

- Civic celebrations
- Fund-raisers benefiting the citizens of Fernandina Beach
- Organizations/groups/individuals who made a significant contribution to society

- Retirements
- Significant birthdays (beginning at 50th birthdays and the years thereafter)
- Significant clergy and house of worship anniversaries (5 years, 10 years, 15 years, etc.)
- Significant events or anniversaries of major Fernandina Beach based institutions and companies

Certificate of Achievement; occasions for issuance: Certificates of Achievement may be issued for the following occasions:

- Outstanding educational achievement / athletic achievement
- Significant career achievements which benefit the City of Fernandina Beach and/or citizen quality of life

Letter of Recognition/Welcome/Congratulation/Achievement; occasion for issuance:

- Outstanding educational achievement
- Outstanding athletic achievement
- Significant career achievements which benefit the City of Fernandina Beach and/or citizen quality of life
- Conferences/Conventions/Seminars
- Class reunions for schools and institutions located in Fernandina Beach, or for reunions held in Fernandina Beach
- Family reunions (the City does not provide welcome bags or gifts)
- Professional celebrations
- Religious anniversaries and celebrations
- Significant birthdays or anniversaries
- Eagle Scout Award
- Girl Scout Gold Award
- Grand Openings
- Book Releases
- Religious Installations
- Citizenship

Keys to the City; occasion for issuance:

- Issued in rare circumstances, to recognize exceptional achievement or to bestow honor upon distinguished visitors and honored guests of the City of Fernandina Beach (not residents).

Format

Proclamation: Prepared on 8 ½ x 14 heavyweight paper and includes the following:

- *Whereas* clauses providing information that describe the five W's (who, what, when, where, and why).
- A *Now, Therefore Be It Resolved* clause proclaiming a specific event or recognition.
- An execution date representing the ~~date~~ day the Mayor signed the document or the date of the event.
- Signature of the Mayor.
- Affixed with an embossed City Seal on ribbon.
- Enclosed in a certificate holder paper.

Certificate of Achievement: Prepared on 8 x 10 ½ cardstock, ~~along~~ with the *who* and *what* (the achievement) as supplied by the requestor, affixed with an embossed City Seal on ribbon, and signed by the Mayor.

Letter of Recognition/Welcome/Congratulations/Achievement: Prepared on 8 x 10 ½ City stationary, along with two to four *who* and *what* paragraphs (the achievement) as supplied by the requester and signed by the Mayor.

Keys to the City: a symbolic gold tone key affixed with the City Seal and presented in a decorative box.

Ceremonial Documents Request Process: Complete and submit the Ceremonial Document Request application (attached) for a Proclamation, Certificate of Achievement, Letter of Recognition, or Key to the City. Applications must be submitted to the City Clerk's Office at least 30 business days prior to the event, along with any sample proclamations/writings. Individuals/organizations/groups are encouraged to submit requests as early as possible. Applications received after the deadline will be prepared based upon staff availability. Requestors will be advised when issuance may not occur prior to their event date.

The City Clerk's Office will review all requests and seek concurrence from the Mayor and/or City Commission when necessary.

~~No more than three Ceremonial Documents will be issued per City Commission Regular Meeting.~~

Receipt of Final Ceremonial Document: Individuals/organizations/groups have several options for receiving their finalized Ceremonial Document:

- Proclamations/Certificates/Letters may be picked up from the City Clerk's Office/City Hall.
- ~~Presentations can occur at City Commission Regular Meetings (held the 1st and 3rd Tuesday of each month), which require additional information for agenda purposes.~~
- Presentation ~~can~~ may occur at an event sponsored by the individual/organization/group subject to availability of the Mayor, Vice Mayor, ~~or~~ and City Commissioners. The Clerk's Office will administer scheduling on behalf ~~to~~ of the Mayor, Vice Mayor, and/or City Commissioners.

Media Coverage: The individual/organization/group requesting a Ceremonial Document will arrange all media coverage independent of the City of Fernandina Beach.

Contact Information: Office of the City Clerk ~~Caroline Best~~
City of Fernandina Beach
204 Ash Street
Fernandina Beach, Florida 32034

Telephone: (904) 310-3115
Email: cbest@fbfl.org



CEREMONIAL DOCUMENT REQUEST APPLICATION

Date: _____

Ceremonial Document Requested:

___ Proclamation ___ Certificate of Achievement

___ Letter of Recognition ___ Key to the City

Requestor's Name: _____

Requestor's Telephone: _____ Requester's Email: _____

Individual/Organization/Group to be Honored: _____

Event Title: _____

Event Date: _____ Event Time: _____ Event Location: _____

Mayor/~~Vice Mayor~~/Commissioner presence requested at Event? Yes ___ No ___

Mayor/~~Commissioner Regular Meeting presentation~~ requested? Yes ___ No ___

Provide detailed ~~reason~~ explanation ~~for request~~ including accomplishments, dates achieved, and how the individual/organization/group benefits the quality of life in the City of Fernandina Beach (attach additional pages if necessary):

*The City Clerk's Office reserves the right to make use of submitted facts as deemed appropriate and may request additional information when necessary.

For Official Use Only: ___ Approved ___ Denied

RESOLUTION 2021-200

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING THE CEREMONIAL DOCUMENTS POLICY, GUIDELINES, AND APPLICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Ceremonial Documents are Proclamations, Certificates of Achievement, Letters of Recognition/Welcome/Congratulations/Achievement, and Keys to the City; and

WHEREAS, Ceremonial Documents are reserved for people, organizations, groups, or events that positively contribute to the economic, social and/or cultural fabric, of the City of Fernandina Beach; and

WHEREAS, due to the recent proliferation of Ceremonial Document requests, the City Commission directed staff to prepare a Ceremonial Documents Policy, Guidelines, and Application, attached hereto as Exhibit A, which was approved, by consensus, at the December 7, 2021, City Commission Workshop; and

WHEREAS, staff hereby presents the Ceremonial Documents Policy, Guidelines, and Application for formal approval.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, THAT:

SECTION 1. The City Commission hereby approves the Ceremonial Documents Policy, Guidelines, and Application, attached hereto as Exhibit A.

SECTION 2. The City Clerk and City Manager are hereby authorized to execute the policy upon review and approval of the City Attorney.

SECTION 3. This Resolution shall become effective immediately upon passage.

ADOPTED this 21st day of December, 2021.

CITY OF FERNANDINA BEACH



MICHAEL A. LEDNOVICH
Mayor – Commissioner

ATTEST:

APPROVED AS TO FORM & LEGALITY:



CAROLINE BEST
City Clerk



TAMMI E. BACH
City Attorney



CEREMONIAL DOCUMENTS POLICY, GUIDELINES, and APPLICATION

Overview: Ceremonial Documents are *Proclamations, Certificates of Achievement, Letters of Recognition/Welcome/Congratulations/Achievement, and Keys to the City*. Ceremonial Documents are reserved for people, organizations, groups, or events that positively contribute to the economic, social and/or cultural fabric of the City of Fernandina Beach.

Proclamations are an official City related announcement and/or public declaration issued by the City Commission. They are ceremonial in nature and do not hold any legislative value.

Certificates of Achievement are documents which recognize an individual, organization, or group's outstanding service or extraordinary achievement. They are ceremonial in nature and do not hold any legislative value.

Letters of Recognition/Welcome/Congratulation/Achievement are correspondence which recognize individuals, groups, or organizations for outstanding service or extraordinary achievement. They do not hold any legislative value.

Key to the City is an honor bestowed upon distinguished persons and honored guests/visitors (not residents) of the City of Fernandina Beach. It symbolizes the recipients outstanding civic contributions and is given only in extraordinary circumstances. They are ceremonial in nature and do not hold any legislative value.

Ceremonial Documents Criteria/Occasions for Issuance: Ceremonial Documents may be issued for the following reasons:

1. Recognition of action or service above and beyond the call of duty;
2. Recognition of extraordinary achievement;
3. Supporting actions that improve the quality of life of the City of Fernandina Beach;
4. To raise public awareness of issues that directly affect the City of Fernandina Beach.

Ceremonial Documents will **not** be issued when:

- The request promotes campaigns, events or ideological/political beliefs that are contrary to the policies or laws of the City of Fernandina Beach.
- The request is for commercial/for-profit purposes.
- The request conflicts with federally recognized months, weeks, or days of observance.
- The request takes a side/position regarding local, national, or international disputes.
- The request is a subjective statement of ideology.
- The request is for an event that is expected to happen but has not yet been confirmed.
- The request is on behalf of individuals/groups/organizations of which the requester has no affiliation.
- The request is to replace a damaged or missing document from a previous administration.

Proclamation; occasions for issuance: Proclamations may be issued for the following occasions:

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- Outstanding educational achievement
- Outstanding athletic achievement
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- Family reunions (the City does not provide welcome bags or gifts)
- Professional celebrations
- Religious anniversaries and celebrations
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- Eagle Scout Award
- Girl Scout Gold Award
- Grand Openings
- Book Releases
- Religious Installations
- Citizenship

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- Issued in rare circumstances, to recognize exceptional achievement or to bestow honor upon distinguished visitors and honored guests of the City of Fernandina Beach.

Format

Proclamation: Prepared on 8 ½ x 14 heavyweight paper and includes the following:

- *Whereas* clauses providing information that describe the five W's (who, what, when, where, and why)
- A *Now, Therefore Be It Resolved* clause proclaiming a specific event
- An execution date representing the date the Mayor signed the document or the date of the event
- Signature of the Mayor
- Affixed with an embossed City Seal on ribbon
- Enclosed in a certificate holder

Certificate of Achievement: Prepared on 8 x 10 ½ cardstock, along with the *who* and *what* (the achievement) as supplied by the requestor, affixed with an embossed City Seal on ribbon, and signed by the Mayor.

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Keys to the City: a symbolic gold tone key affixed with the City Seal and presented in a decorative box.

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- Presentations can occur at City Commission Regular Meetings (held the 1st and 3rd Tuesday of each month), which require additional information for agenda purposes.
- Presentation can occur at an event sponsored by the individual/organization/group subject to availability of the Mayor or a City Commissioners. The Clerk's Office will administer scheduling on behalf to the Mayor and/or City Commissioners.

Media Coverage: The individual/organization/group requesting a Ceremonial Document will arrange all media coverage independent of the City of Fernandina Beach.

Contact Information: Office of the City Clerk Caroline Best
City of Fernandina Beach
204 Ash Street
Fernandina Beach, Florida 32034

Telephone: (904) 310-3115
Email: cbest@fbfl.org



CEREMONIAL DOCUMENT REQUEST APPLICATION

Date: _____

Ceremonial Document Requested:

___ Proclamation ___ Certificate of Achievement

___ Letter of Recognition ___ Key to the City

Requestor's Name: _____

Requestor's Telephone: _____ Requester's Email: _____

Individual/Organization/Group to be Honored: _____

Event Title: _____

Event Date: _____ Event Time: _____ Event Location: _____

Mayor/Commissioner presence requested at Event? Yes ___ No ___

Mayor/Commissioner Regular Meeting presentation requested? Yes ___ No ___

Provide detailed reason for request including accomplishments, dates achieved, and how the individual/organization/group benefits the quality of life in the City of Fernandina Beach (attach additional pages if necessary):

*The City Clerk's Office reserves the right to make use of submitted facts as deemed appropriate and may request additional information when necessary.

For Official Use Only: ___ Approved ___ Denied

CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Resolution 2024-249
Litigation Direction

ITEM TYPE: Resolution (w/o fiscal impact)

REQUESTED ACTION: Consider Resolution 2024-249.

SYNOPSIS: On May 16, 2023, the City Commission approved Resolution 2023-77, a preliminary plat for a new subdivision called "Third and Beech" located at Beech Street and 3rd and 4th Streets, known locally as the "Tringali properties". A group of adjacent property owners appealed the City Commission's approval of the preliminary subdivision plat to the Fourth Judicial Circuit Court, naming the property owners, the developer, and the City as defendants. The Commission approved Resolution 2023-109, authorizing the City Attorney to work with the City's insurance trust and outside defense counsel to defend the appeal.

On December 27, 2023, the City Commission's decision was quashed by the Court. The property owner and developer subsequently appealed the Court's decision, and the City filed a Notice of Joinder to the appeal. To date, the appeal has not been decided by the Court.

The City Commission no longer wishes for the City to be involved in the appeal and has requested this item be placed on the agenda for consideration.

FISCAL IMPACT: No direct fiscal impact; the City's insurance is paying defense costs.

CITY ATTORNEY COMMENTS: See synopsis.

CITY MANAGER RECOMMENDATION(S): At the pleasure of the Commission.

Tammi E. Bach, City Attorney	12/9/2024
Kim Briley, Deputy City Clerk	12/9/2024
Jeremiah Glisson, Interim City Manager	12/9/2024
Sarah Campbell, City Manager	12/9/2024
Katie Newton, Paralegal	12/10/2024

Date: December 09, 2024

Submitted By: Katie Newton, Paralegal

COMMISSION ACTION: Adopt

RESOLUTION 2024-249

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, DIRECTING THE CITY ATTORNEY TO WITHDRAW THE NOTICE OF JOINDER TO THE APPEAL IN THE MATTER OF MERRY COALSON, DAVID COALSON & TAINA CHRISTNER V. CITY OF FERNANDINA BEACH AND WORTHY INVESTMENT LLC; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on May 16, 2023, the City Commission approved Resolution 2023-77, a preliminary plat for a new subdivision called “Third and Beech” located at Beech Street and 3rd and 4th Streets, known locally as the “Tringali properties”; and

WHEREAS, a group of adjacent property owners appealed the City Commission’s approval of the preliminary subdivision plat to the Fourth Judicial Circuit Court, naming the property owners, the developer, and the City as defendants. The Commission approved Resolution 2023-109, authorizing the City Attorney to work with the City’s insurance trust and outside defense counsel to defend the appeal; and

WHEREAS, on December 27, 2023, the City Commission’s decision was quashed by the Court. The property owner and developer subsequently appealed the Court’s decision, and the City filed a Notice of Joinder to the appeal; and

WHEREAS, to date, the appeal has not been decided by the Court and is still pending; and

WHEREAS, the City Commission no longer wishes for the City to be involved in the appeal; and

WHEREAS, the City Commission believes it to be in the best interest of the City to withdraw its notice of joinder in this matter.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, THAT:

SECTION 1. The City Commission directs that the City Attorney work with the City’s insurer and assigned defense counsel to withdraw the Notice of Joinder to the Appeal, and to pursue no further action in the appeal of the matter of Merry Coalson, David Coalson & Taina Christner v. City of Fernandina Beach, and Worthy Investment LLC, Case 2023-CA-404, in the Fourth Judicial Circuit Court in and for Nassau County, Florida.

SECTION 2. This Resolution is effective immediately upon passage.

ADOPTED this 17th day of December, 2024.

CITY OF FERNANDINA BEACH

JAMES ANTUN
Commissioner - Mayor

ATTEST:

CAROLINE BEST
City Clerk

APPROVED AS TO FORM AND LEGALITY:



TAMMI E. BACH
City Attorney

RESOLUTION 2023-109

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, AUTHORIZING THE CITY ATTORNEY TO DEFEND THE CITY IN CERTAIN LITIGATION; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Charter Section 31 requires that the prosecution and defense of litigation involving the City, by the City Attorney, to be first authorized by the City Commission; and

WHEREAS, certain issues now face the City of Fernandina Beach, which require resolution in the Courts or administrative agencies of this State; and

WHEREAS, the City of Fernandina Beach carries general liability insurance and will pay no deductible to have the insurance company (PGCS) provide defense for the City.

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, THAT:

SECTION 1. The City Commission hereby authorizes the City Attorney to work with City claims administrator, Preferred Governmental Claim Solutions (PGCS), appear on behalf of, if necessary, and defend the City of Fernandina Beach in the matter of Merry Coalson, David Coalson, Taina Christner v. City of Fernandina Beach, and Anthony J.Tringali Rev. Trust and Josephine Tringali Owner/Applicant, Case No: 23-CA-404, in the Fourth Judicial Circuit Court in and for Nassau County, Florida.

SECTION 2. This Resolution shall take effect immediately upon passage.

ADOPTED this 5th day of July, 2023.

CITY OF FERNANDINA BEACH



BRADLEY M. BEAN
Commissioner-Mayor

ATTEST:

APPROVED AS TO FORM AND LEGALITY



CAROLINE BEST
City Clerk



TAMMI E. BACH
City Attorney

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Board Appointments
Board of Adjustment

ITEM TYPE: Board Appointment

REQUESTED ACTION: Consider board appointments.

SYNOPSIS: In accordance with Ordinance No. 701, the Board of Adjustment (BOA) shall consist of five regular members and two alternate members and serve at the pleasure of the City Commission.

BOA member Mr. Steven Papke's term will end on December 31, 2024. His application, expressing continued interest in serving, is attached hereto for the Honorable City Commissions consideration. If appointed, Mr. Papke will serve a three-year term ending December 31, 2027.

The BOA has two vacancies. Ms. Anne Thomas and Ms. Kim Wolford submitted applications, expressing their interest in serving, which are attached hereto for the Honorable City Commissions consideration. If appointed, Ms. Thomas and Ms. Wolford will serve three-year terms ending December 31, 2027.

Mr. Papke, Ms. Thomas and Ms. Wolford each reside within the City limits in accordance with Code of Ordinances Section 2-112(a)(2).

FISCAL IMPACT: N/A

CITY ATTORNEY COMMENTS: N/A

CITY MANAGER RECOMMENDATION(S): At the pleasure of the City Commission.

Kim Briley, Deputy City Clerk	12/2/2024
Jeremiah Glisson, Interim City Manager	12/2/2024
Sarah Campbell, City Manager	12/9/2024

Date: November 27, 2024

Submitted By: Kim Briley, Deputy City Clerk

COMMISSION ACTION: Approve

Kim Briley

From: noreply@civicplus.com
Sent: Tuesday, November 26, 2024 8:07 AM
To: Caroline Best; Kim Briley
Subject: Online Form Submittal: Advisory Board/Committee Application

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender, were expecting this email, and know the content is safe.

Advisory Board/Committee Application

This application is intended to provide information that will enable the City Commission to select the most qualified Board/Committee members. Please complete all applicable sections and return the form along with your current résumé to the City Clerk's Office.

City of Fernandina Beach
City Clerk's Office
204 Ash Street
Fernandina Beach, FL 32034
(904) 310-3115

Name	Steven Papke
Home Mailing Street Address	steven.papke@gmail.com
City	Fernandina Beach
Zip Code	32034
Primary Phone	9048878318
Secondary Phone	<i>Field not completed.</i>

Please note that board materials are distributed electronically.

Email to receive board materials	steven.papke@gmail.com
Employer	RS&H
Position Title	Aviation / Transportation Architectural Lead
Business Address	2657 Long Boat Drive

City	Fernandina Beach
Zip	32034
Select the advisory board/committee you are applying for:	Board of Adjustment
Additional board that you are applying for:	None
	I am currently chair
Why are you interested in serving on this Board? Please explain.	
Eligibility	
Are you a resident of the City?	Yes
Length of time:	<i>Field not completed.</i>
Do you hold a public office?	No
Office name:	<i>Field not completed.</i>
Are you employed by the City?	No
Position:	<i>Field not completed.</i>
Are you currently serving on a Board?	Yes
Board Name:	Chair, Board of Adjustment
Potential Conflict of Interest:	
Have you ever been engaged in the management/ownership of any business enterprise that has a	Yes

financial interest with
the City of Fernandina
Beach?

If yes, please provide
details:

I provided Architectural Services for clients in the city, not
necessarily directly with the COFB.

Major Affiliations:

AIA, IIDA, NCARB

List community,
professional, or other
applicable policy-
making Boards on which
you have served.
Note the length of
service and office held
(if any):

Qualifications:

Please list any specific
qualifications,
education or experience
that would directly
relate to the Board for
which you are being
recommended:

32 years, Architect

Organization or
Commissioner
sponsoring nomination
(if applicable):

Field not completed.

Educational
Background: (Check all
that apply)

High School, BS/A, MS/A

Other:

Field not completed.

Major areas of study:
Architectural Design

Florida's Public Records Law, Chapter 119, Florida Statutes, states:

"It is the policy of this state that all state, county, and municipal records shall at all
times be open for a personal inspection by any person." Your application when filed

will become a public record and subject to the above statute. In addition, any appointed member of a board of any political subdivision (except members of solely advisory bodies) and all members of bodies exercising planning or zoning, are required to file a financial disclosure form (Form1) within 30 days after appointment and annually thereafter, for the duration of the appointment as required by Chapter 112, Florida Statutes

I understand that if I am appointed to one of the City's boards, I will be required to file a financial disclosure form - Form 1, as described above, and I am willing to comply with this requirement.

I understand that any false, incomplete or misleading information given by me on the application is sufficient cause for rejection of this application. I understand and agree that any such false, incomplete or misleading information discovered on this application at any time after appointment to a Board may result in my removal.

I also understand that all board appointments are for voluntary, uncompensated services. Additionally, if appointed, I am able to attend meetings and otherwise fulfill the duties of the office.

Applications are submitted to the City Commission when vacancies occur and are effective for two years from date of completion.

Do you understand the duties and responsibilities of the Board/Committee that you are applying for?

Yes

By submitting this form, I declare the foregoing facts to be true, correct, and complete.

Date 11/26/2024

Applicant's Signature Steven D Papke

Email not displaying correctly? [View it in your browser.](#)

Kim Briley

From: noreply@civicplus.com
Sent: Thursday, December 5, 2024 9:12 PM
To: Caroline Best; Kim Briley
Subject: Online Form Submittal: Advisory Board/Committee Application

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender, were expecting this email, and know the content is safe.

Advisory Board/Committee Application

This application is intended to provide information that will enable the City Commission to select the most qualified Board/Committee members. Please complete all applicable sections and return the form along with your current résumé to the City Clerk's Office.

City of Fernandina Beach
City Clerk's Office
204 Ash Street
Fernandina Beach, FL 32034
(904) 310-3115

Name	Anne M. Thomas
------	----------------

Home Mailing Street Address	402 Date Street
-----------------------------	-----------------

City	Fernandina Beach
------	------------------

Zip Code	32034
----------	-------

Primary Phone	781-771-9135
---------------	--------------

Secondary Phone	<i>Field not completed.</i>
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Please note that board materials are distributed electronically.

Email to receive board materials	athomas9135@gmail.com
----------------------------------	-----------------------

Employer	retired attorney
----------	------------------

Position Title	<i>Field not completed.</i>
----------------	-----------------------------

Business Address	<i>Field not completed.</i>
------------------	-----------------------------

City	<i>Field not completed.</i>
Zip	<i>Field not completed.</i>
Select the advisory board/committee you are applying for:	Board of Adjustment
Additional board that you are applying for:	None
Why are you interested in serving on this Board? Please explain.	I have lived in downtown Fernandina Beach since 2012 and am familiar with the area, and I think I have the experience to make a contribution.
Eligibility	
Are you a resident of the City?	Yes
Length of time:	<i>Field not completed.</i>
Do you hold a public office?	No
Office name:	<i>Field not completed.</i>
Are you employed by the City?	No
Position:	<i>Field not completed.</i>
Are you currently serving on a Board?	No
Board Name:	<i>Field not completed.</i>
Potential Conflict of Interest:	
Have you ever been engaged in the management/ownership of any business enterprise that has a	No

financial interest with
the City of Fernandina
Beach?

Field not completed.

If yes, please provide
details:

Major Affiliations:

List community,
professional, or other
applicable policy-
making Boards on which
you have served.
Note the length of
service and office held
(if any):

Former Member, City of Fernandina Beach CRA Advisory
Board, 2015
Director, Cambridge Trust Company, and its holding Company
Cambridge Bancorp, Board of Directors, 1979-2019.

Qualifications:

Please list any specific
qualifications,
education or experience
that would directly
relate to the Board for
which you are being
recommended:

Private Law Practice specializing in real estate and small
business law 1975-1993. Special Counsel to the Office of
Strategic Planning and Community Development of the City of
Somerville, Massachusetts 1993-2012.

Organization or
Commissioner
sponsoring nomination
(if applicable):

Field not completed.

Educational
Background: (Check all
that apply)

J.D.

Field not completed.

Other:

Major areas of study:

College - B.A. in Latin and Greek 1968; Law School - J.D.
1974.

Florida's Public Records Law, Chapter 119, Florida Statutes, states:

"It is the policy of this state that all state, county, and municipal records shall at all
times be open for a personal inspection by any person." Your application when filed

will become a public record and subject to the above statute. In addition, any appointed member of a board of any political subdivision (except members of solely advisory bodies) and all members of bodies exercising planning or zoning, are required to file a financial disclosure form (Form1) within 30 days after appointment and annually thereafter, for the duration of the appointment as required by Chapter 112, Florida Statutes

I understand that if I am appointed to one of the City's boards, I will be required to file a financial disclosure form - Form 1, as described above, and I am willing to comply with this requirement.

I understand that any false, incomplete or misleading information given by me on the application is sufficient cause for rejection of this application. I understand and agree that any such false, incomplete or misleading information discovered on this application at any time after appointment to a Board may result in my removal.

I also understand that all board appointments are for voluntary, uncompensated services. Additionally, if appointed, I am able to attend meetings and otherwise fulfill the duties of the office.

Applications are submitted to the City Commission when vacancies occur and are effective for two years from date of completion.

Do you understand the duties and responsibilities of the Board/Committee that you are applying for?

Yes

By submitting this form, I declare the foregoing facts to be true, correct, and complete.

Date December 5, 2024

Applicant's Signature Anne M. Thomas

Email not displaying correctly? [View it in your browser.](#)

Col'd 12/3/24
AB

RESUME: ATTACHMENT TO APPLICATION FOR BOARD OF ADJUSTMENT

ANNE M. THOMAS

402 Date Street, Fernandina Beach, FL 32034

athomas9135@gmail.com

781-771-9135

2014-2016 Fernandina Beach Activities

Participated in public informational sessions and meetings regarding the OHPA Master Plan. Redrafted the entire Plan and, with the late Phillip Scanlan, met one-on-one with OHPA Commissioners to try to persuade them to revise and/or delete objectionable aspects of the Plan. Subsequently served as a member of the CRA Advisory Board under the chairmanship of Arlene Filkoff.

1993-2012. Special Counsel, City of Somerville, MA

Primary in-house attorney for the City's Office of Strategic Planning and Community Development. Responsible for all aspects of a \$1.4 billion urban renewal development in a 144-acre urban renewal district in the Assembly Square (ASQ) area of Somerville. Drafted and won approval for an Amended and Restated Urban Redevelopment Plan extending the ASQ urban renewal designation for an additional 20 years, changing the vision from light industrial to mixed-use residential/retail/office/hotel, and naming new acquisition parcels; successfully defended the Restated Plan in Superior Court and on appeal before the Massachusetts Supreme Judicial Court; negotiated a \$78 million agreement between the Commonwealth, the MBTA, the City, and the Designated Redeveloper for construction of an ASQ Orange Line T Station -- the first heavy rail T station in Massachusetts since the 1970's; drafted documents and won approval for a \$25 million DIF District covering a portion of the ASQ development; and negotiated bond documents and other agreements in connection with a \$50 million award to the City under the Commonwealth's Infrastructure, Investment, Incentive Act.

1975-1993 Private Law Practice

Sole practitioner (with the exception of a two-year partnership from 1978-1980), specializing in real estate and small business law.

1979-2019. Bank Director

Director, Cambridge Trust Company and its holding company, Cambridge Bancorp, Cambridge, Massachusetts (merged with and was incorporated into Eastern Bank during the summer of 2024). Served on the following committees over my 40-year tenure: Executive, Audit, Community Reinvestment Act (CRA), Asset and Liability (ALCO), ESOP, and Securities; and chaired the Corporate Governance Committee for 5 years.

Member of the Bar:

Massachusetts Supreme Judicial Court (retired status)

Federal District Court (Massachusetts)

United States Supreme Court

RESUME: ATTACHMENT TO APPLICATION FOR BOARD OF ADJUSTMENT

ANNE M. THOMAS

402 Date Street, Fernandina Beach, FL 32034

athomas9135@gmail.com

781-771-9135

2014-2016 Fernandina Beach Activities

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Member of the Bar:

Massachusetts Supreme Judicial Court (retired status)

Federal District Court (Massachusetts)

United States Supreme Court

Kim Briley

From: Caroline Best
Sent: Wednesday, December 4, 2024 11:25 AM
To: rexsmom32715@gmail.com
Cc: Kim Briley
Subject: Re: Online Form Submittal: Advisory Board/Committee Application

Good morning, Ms. Wolford:

Thank you for phoning a few minutes ago regarding your *BOA* application being submitted under *PAB* appointments on the 12/3 City Commission Regular Meeting agenda, I apologize for the oversight. As discussed, your BOA application has been placed on the 12/17 City Commission Regular Meeting agenda for consideration.

Please don't hesitate to reach out with any questions.

Kind regards,



Caroline Best, CMC
City Clerk
City of Fernandina Beach
204 Ash Street
Fernandina Beach, Florida 32034
(904) 310-3119 | cbest@fbfl.org
www.fbfl.us

If this email is related to the Board, Committee or Commission that you serve on, please DO NOT REPLY TO ALL.

Disclaimer: According to Florida Public Records Law, email correspondence to and from the City of Fernandina Beach, including email addresses and other personal information, is public record and must be made available to the public and media upon request, unless otherwise exempted by the Public Records Law. If you do not want your email address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

From: Caroline Best <cbest@fbfl.org>
Sent: Wednesday, December 4, 2024 11:11 AM
To: rexsmom32715@gmail.com <rexsmom32715@gmail.com>
Subject: Fw: Online Form Submittal: Advisory Board/Committee Application

Please see below.

From: Caroline Best <cbest@fbfl.org>
Sent: Tuesday, November 12, 2024 11:25 AM
To: rexsmom32715@gmail.com <rexsmom32715@gmail.com>
Cc: Kim Briley <kelliott@fbfl.org>; Kelly Gibson <kgibson@fbfl.org>
Subject: Re: Online Form Submittal: Advisory Board/Committee Application

Good morning, Ms. Wolford:

Thank you for expressing interest in serving on the Planning Advisory Board. Your application is on the December 3, 2024, City Commission Regular Meeting agenda for consideration. Please feel free to reach out with any questions in the meantime.

Kind regards,

From: noreply@civicplus.com <noreply@civicplus.com>
Sent: Sunday, November 10, 2024 9:44 AM
To: Caroline Best <cbest@fbfl.org>; Kim Briley <kelliott@fbfl.org>
Subject: Online Form Submittal: Advisory Board/Committee Application

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender, were expecting this email, and know the content is safe.

Advisory Board/Committee Application

This application is intended to provide information that will enable the City Commission to select the most qualified Board/Committee members. Please complete all applicable sections and return the form along with your current résumé to the City Clerk's Office.

City of Fernandina Beach
City Clerk's Office
204 Ash Street
Fernandina Beach, FL 32034
(904) 310-3115

Name	Kim Wolford
Home Mailing Street Address	1315 Broome St
City	Fernandina Beach
Zip Code	32034-3104
Primary Phone	7037171167
Secondary Phone	<i>Field not completed.</i>

Please note that board materials are distributed electronically.

Email to receive board materials	rexsmom32715@gmail.com
Employer	retired
Position Title	<i>Field not completed.</i>

Business Address	<i>Field not completed.</i>
City	<i>Field not completed.</i>
Zip	<i>Field not completed.</i>
Select the advisory board/committee you are applying for:	Board of Adjustment
Additional board that you are applying for:	Planning Advisory Board
Why are you interested in serving on this Board? Please explain.	Desire to serve our city; have 16 years of legal experience to help in deciphering complex issues that come before board. Have served on several boards before.
Eligibility	
Are you a resident of the City?	Yes
Length of time:	<i>Field not completed.</i>
Do you hold a public office?	No
Office name:	<i>Field not completed.</i>
Are you employed by the City?	No
Position:	<i>Field not completed.</i>
Are you currently serving on a Board?	No
Board Name:	<i>Field not completed.</i>
Potential Conflict of Interest:	
Have you ever been engaged in the management/ownership	No

of any business enterprise that has a financial interest with the City of Fernandina Beach?

Field not completed.

If yes, please provide details:

Major Affiliations:

List community, professional, or other applicable policy-making Boards on which you have served. Note the length of service and office held (if any):

Secretary for condo association in Alexandria VA 7 years; liaison between court reporting schools and VA Court Reporters association in VA 1 year; head of JLIP, program in Jackson MS, a program dedicated to providing internship positions in bipartisan efforts to teach students how to work across the aisle 3 years; Resident Representative for HOA Island Walk community Venice FL 3 years

Qualifications:

Please list any specific qualifications, education or experience that would directly relate to the Board for which you are being recommended:

Revlon Cosmetics, executive 8 years. Court reporter and officer of the court Alexandria VA, 8 years; legal assistant Gilbert PLLC, Jackson MS. 8 years.

Organization or Commissioner sponsoring nomination (if applicable):

Field not completed.

Educational Background: (Check all that apply)

High School

2 years college

Other:

business

Major areas of study:

Florida's Public Records Law, Chapter 119, Florida Statutes, states:

“It is the policy of this state that all state, county, and municipal records shall at all times be open for a personal inspection by any person.” Your application when filed will become a public record and subject to the above statute. In addition, any appointed member of a board of any political subdivision (except members of solely advisory bodies) and all members of bodies exercising planning or zoning, are required to file a financial disclosure form (Form1) within 30 days after appointment and annually thereafter, for the duration of the appointment as required by Chapter 112, Florida Statutes

I understand that if I am appointed to one of the City’s boards, I will be required to file a financial disclosure form - Form 1, as described above, and I am willing to comply with this requirement.

I understand that any false, incomplete or misleading information given by me on the application is sufficient cause for rejection of this application. I understand and agree that any such false, incomplete or misleading information discovered on this application at any time after appointment to a Board may result in my removal.

I also understand that all board appointments are for voluntary, uncompensated services. Additionally, if appointed, I am able to attend meetings and otherwise fulfill the duties of the office.

Applications are submitted to the City Commission when vacancies occur and are effective for two years from date of completion.

Do you understand the duties and responsibilities of the Board/Committee that you are applying for?

Yes

By submitting this form, I declare the foregoing facts to be true, correct, and complete.

Date 11/10/2024

Applicant’s Signature Kim Wolford

Email not displaying correctly? [View it in your browser.](#)

Board of Adjustment

Position	Term	Name & Address	Phone
1	12-31-2024	Len Kreger 1313 Hickory Street, Fernandina Beach, FL 32034 lkreger@fbfl.org	(904) 432-8389
2	09-04-2018	Steven Papke 2845 1st Avenue, Fernandina Beach, FL 32034 steven.papke@gmail.com	(904) 887-8318 (904) 887-8318
3	12-31-2024	Taina Christner 406 Beech Street, Fernandina Beach, FL 32034 tainachristner@yahoo.com	(904) 206-0077
4	02-06-2024	Margaret Davis 2162 1st Avenue, Fernandina Beach, FL 32034 mnd.fbfl@gmail.com	(713) 899-2452
5	02-01-2016	Barry Hertslet 2705 Robert Oliver Avenue, Fernandina Beach, FL 32034 barry.hertslet@gmail.com	(904) 491-0720
6		Jag Pagnucco (Not Seeking Reappointment)	
7		Anthony Oliva (Not Seeking Reappointment)	

Board of Adjustment

Term Length: 3 Months

Max Terms: No Limit

Number of Members: 7

Meeting Schedule: Third Wednesday of every month

Meeting Time: 5:00 PM

Meeting Location: City Commission Chambers

Meeting Address: 204 Ash Street

Type: Advisory Board

Description:

Council Liaison:

Staff Liaison:

Kelly Gibson

kgibson@fbfl.org

Position Number	Name	Appt Date	No. of Terms Served	Term Expiration Date
1	Len Kreger	12/03/2024	1	12/31/2027
2	Steven Papke	09/04/2018	1	12/31/2024
3	Taina Christner	12/03/2024	1	12/31/2027
4	Margaret Davis	02/06/2024	1	12/31/2025
5	Barry Hertslet	02/01/2016	2	12/31/2027
6	Jag Pagnucco (Not Seeking Reappointment)	03/15/2022		12/31/2024
7	Anthony Oliva (Not Seeking Reappointment)	11/17/2020		12/31/2024