

THE TOWN OF  
**Windermere**



**MAYOR AND COUNCIL OF THE TOWN OF WINDERMERE**

**Mayor Jim O'Brien**

**Council Members**

**Robert McKinley**

**Andy Williams**

**Chris Sapp**

**Bill Martini**

**Liz Andert**

*Agenda*

*Agenda*

**February 9, 2021**

**6:00 PM**

**Town Hall**

**520 Main St.**

**Windermere, FL 34786**

**PLEASE NOTE:** IN ACCORDANCE WITH F.S. 286.26: Person with disabilities needing assistance to participate in any such proceeding should contact the Office of the Town Clerk at least 48 hours beforehand at (407) 876-2563

Pursuant to Resolution No. 2005-12 adopted on December 13, 2005, the following Civility Code shall govern all proceedings before the Town of Windermere Town Council:

1. All electronic devices, including cell phones and pagers, shall be either turned off or otherwise silenced.
2. Prolonged conversations shall be conducted outside Council meeting hall.
3. Whistling, heckling, gesturing, loud conversations, or other disruptive behavior is prohibited.
4. Only those individuals who have signed the speaker list and/or who have been recognized by the Mayor (or Chair) may address comments to the Council.
5. Comments at public hearings shall be limited to the subject being considered by the Council.
6. Comments at Open Forums shall be directed to Town issues.
7. All public comments shall avoid personal attacks and abusive language
8. No person attending a Town Council meeting is to harass, annoy, or otherwise disturb any other person in the room.

Any member of the public whose behavior is disruptive and violates the Town of Windermere Civility Code is subject to removal from the Town Council meeting by an officer and such other actions as may be appropriate. **PLEASE NOTE:** IN ACCORDANCE WITH F.S. 286.0105: Any person who desires to appeal any decision at this meeting will need a record of this proceeding. For this, such person may need to ensure that a verbatim record of such proceeding is made which includes the

# AGENDA

- THE MEETING IS CALLED TO ORDER BY THE MAYOR
- FLAG SALUTE
- INVOCATION
  
- 1. OPEN FORUM/PUBLIC COMMENT (3 Minute Limit)
  
- 2. SPECIAL PRESENTATION/PROCLAMATIONS/AWARDS
  - a. Windermere Police Department Awards and Recognitions:
    - i. Lieutenant Promotion Mark Destefano
    - ii. Sergeant Promotion Officer Chip Irwin
    - iii. Officer of the Year Officer Griffin Hebel
    - iv. Award of Merit
      - 1. Sgt. Jayson Bonk
      - 2. Ms. Lori Sipek
    - v. Presidential Service Award
      - 1. Andy Jones, Bronze
      - 2. Brian Miller, Silver
      - 3. Carolee Burrell, Bronze
      - 4. Jeff Bacigalupi, Bronze
      - 5. John Alcalde, Gold
      - 6. Lori Sipek, Silver
      - 7. Patrick Husic, Bronze
  - b. Recognition of Donna Steele: Volunteer Service Award
  - c. Recognition of Orlando Health as Annual Sponsor of the Town of Windermere's Run Among the Lakes
  
- 3. TIMED ITEMS AND PUBLIC HEARING
  
- 4. CONSENT AGENDA
  
- 5. NEW BUSINESS
  - a. MINUTES
    - i. Town Council Meeting Minutes January 12, 2021 (Attachments-Staff Recommends Approval)
    - ii. Town Council Workshop Meeting Minutes January 26, 2021 (Attachments-Staff Recommends Approval)
  - b. RESOLUTIONS/ORDINANCES FOR APPROVAL/FIRST READING
  - c. APPOINTMENTS

- i. Parks & Recreation Committee Appointment: Dena O'Malley's (Attachment-P&R Recommends Approval)
- ii. Long Range Planning Appointment: Frank Krens (Attachment-LRP Recommends Approval with condition Frank Krens resigns from P&R)
- iii. Long Range Planning Appointment Ex-Officio Member: Greg Anderson (Attachment-LRP Recommends Approval)

d. **CONTRACTS & AGREEMENTS**

i. Town of Windermere and KHA AIA Design Contracts:

- 1. AIA Agreement Between Town of Windermere and KHA: IPO 118 Butler Street and 7<sup>th</sup> Avenue Stormwater Maintenance Improvements; Kimley Horn & Associates not to exceed \$163,647. (Attachments-Staff Recommends Approval)
- 2. AIA Agreement Between Town of Windermere and KHA: IPO 119 Bessie Street and 9<sup>th</sup> Avenue Stormwater Maintenance Improvements; Kimley Horn & Associates not to exceed \$216,264 (Attachments-Staff Recommends Approval)

e. **FINANCIAL**

f. **OTHER ITEMS FOR CONSIDERATION:**

- i. Town of Windermere Pedestrian Bridge Concept Design Approval (Attachments-Board Option-Item Workshopped January 26, 2021)
  - 1. Concept: Bowstring
  - 2. Color: Black (Additional Options Attached)

6. **MAYOR & COUNCIL LIAISON REPORTS**

- a. MAYOR O'BRIEN
- b. COUNCILMAN MCKINLEY
- c. COUNCILMAN WILLIAMS
- d. COUNCILMAN SAPP
- e. COUNCILMAN MARTINI
- f. COUNCILMEMBER ANDERT

7. **STAFF REPORTS**

- a. TOWN MANAGER ROBERT SMITH
- b. TOWN ATTORNEY HEATHER RAMOS
- c. POLICE CHIEF DAVE OGDEN
- d. PUBLIC WORKS INTERIM DIRECTOR TRAVIS MATHIAS
- e. CLERK DOROTHY BURKHALTER

8. **ADJOURN**

---

• **REPORTS:**

- a. February 2021 Projects Meeting Notes
- b. Healthy West Orange Trails Master Plan Draft

**c. Town Facilities Project Report**



# Windermere Police Department

## Promotion to Lieutenant

Presented to:  
**Sergeant Mark DeStefano**

In recognition of your accomplishments and service to the Town of Windermere and the Windermere Police Department, you are hereby promoted to the rank of Lieutenant effective February 1, 2021.

Given this 9<sup>th</sup> day of February 2021  
Windermere, Florida

David A. Ogden, Chief of Police



Robert Smith, Town Manager



# Windermere Police Department Promotion to Sergeant

Presented to:  
**Officer William "Chip" Irwin**

In recognition of your accomplishments and service to the Town of Windermere and the Windermere Police Department, you are hereby promoted to the rank of Sergeant effective February 1, 2021.

Given this 9<sup>th</sup> day of February 2021  
Windermere, Florida



David A. Ogden, Chief of Police



Robert Smith, Town Manager



# *Windermere Police Department*

## *Officer of the Year*

*Presented to:*

*Officer Griffin Hebel*

*In recognition of your dedicated service to the Town of Windermere and the Windermere Police Department. Over the course of 2020, you excelled in the performance of your duties. Your commitment to public safety and proactive enforcement resulted in a total of 106 arrests and criminal citations. Included in those arrests were 20 felony arrests and 26 DUI arrests. Additionally, you've demonstrated continued professional growth by becoming a diversity instructor and implementing those lessons into your pursuit of excellence. Your professionalism and willingness to excel is commendable and most appreciated.*

*Given this 9th day of February, 2021*  
*Windermere, Florida*

---

**David A. Ogden, Chief of Police**

---

**Robert Smith, Town Manager**

# Windermere Police Department

## Award of Merit

*Presented to:*

*Sergeant Jayson Bonk*

*In recognition of your dedicated service to the Town of Windermere and the Windermere Police Department. Over the course of 2020, you excelled in the performance of your duties. Removing and installing cameras, preparation of the Community Room for evidence and storage, relocation of the server, add-ons to the temporary building allowing for enhanced security and better safety measures for employees and visitors, and updating computers to the new facility, were just a few of the tasks you took upon yourself to accomplish, in addition to your daily duties and responsibilities. You allowed a cost savings of just over \$11,000 to the Town. Your professionalism and willingness to excel is commendable and most appreciated.*

*Given this 9th day of February, 2021  
Windermere, Florida*



David A. Ogden, Chief of Police

---

Robert Smith, Town Manager



# Windermere Police Department

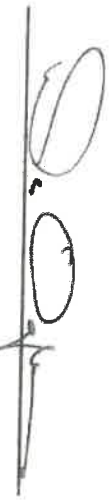
## Award of Merit

Presented to:

**Police Clerk Lori Sipek**

*In recognition of your dedicated service to the Town of Windermere and the Windermere Police Department. Over the course of 2020, you excelled in the performance of your duties. Coordinating and assisting the Reserve Unit with moving property from the storage shed to the Community Room, assisting with moving and setting up IT equipment, dismantling and relocating records cabinets saving the Town \$1,800, and coming in on your days off so as not to take away from your responsibilities as police clerk, were just a few examples you took on while still completing your normal duties. Your professionalism and willingness to excel is commendable and most appreciated.*

**Given this 9th day of February, 2021  
Windermere, Florida**



**David A. Ogden, Chief of Police**

---

**Robert Smith, Town Manager**



**THE WHITE HOUSE**

WASHINGTON

Congratulations on receiving the President's Volunteer Service Award.

On behalf of a grateful Nation, I thank you for your service to your fellow Americans and those most in need. Through your dedicated service, you have ensured the continuation of America's unparalleled commitment to improving the lives of others.

Over this past year, you have served as a model of the American spirit. Your many hours of service have strengthened the bonds of cooperation and trust that bring people together, while helping to address some of the greatest challenges of our time.

One of our Nation's greatest strengths remains the compassion of our everyday citizens, who give so willingly of themselves and their lives for the benefit of others. Each generation of hardworking and kindhearted volunteers helps to write a new chapter of American greatness, and our Nation is proud for your commitment to this honorable tradition.

As we reflect on your many acts of kindness and charity over this past year, our Nation draws inspiration from those who answer the call to help their communities and our Nation. With your continued efforts to build on our Nation's culture of service, America will proudly remain a land of freedom and opportunity for all.

Thank you for your enduring commitment to serving your community and our Nation. I trust that you will continue to work for the betterment of others and an even stronger future for the American people.

A handwritten signature in black ink, appearing to be the name of the President of the United States at the time of the letter.



President's Volunteer Service Award  
 C/O Points of Light  
 591 Avenue A  
 Leetsdale, PA 15056

**Order No:** 2021-0105-2306-20592



**Ship Method:** UPGC

**Ship To:**

Dave Ogden  
 Dave Ogden  
 WINDERMERE, FL 34786-3547  
 dogden@town.windermere.fl.us

Name	Type	Award Year	Package	Qty	Cost
Andy Jones	BRONZE	2020	Certificate + Pin	1	\$6.50
Brian Miller	SILVER	2020	Certificate + Pin	1	\$6.50
Carolee Burrell	GOLD	2020	Certificate + Pin	1	\$6.50
Jeff Bacigalupi	BRONZE	2020	Certificate + Pin	1	\$6.50
John Alcalde	GOLD	2020	Certificate + Pin	1	\$6.50
Lori Sipek	SILVER	2020	Certificate + Pin	1	\$6.50
Patrick Husic	BRONZE	2020	Certificate + Pin	1	\$6.50
<b>Sub Total</b>					\$45.50
<b>Shipping</b>					\$11.05
<b>Handling</b>					\$5.50
<b>Tax</b>					\$0.00
<b>Total</b>					<b>\$62.05</b>

**Order Summary**

Type	# MLK	# Bronze	# Silver	# Gold	# Lifetime	Total
Certificates	0	3	2	2	0	7
Type	# Bronze	# Silver	# Gold	# Lifetime	Total	
Coins	0	0	0	0	0	
Type	# Bronze	# Silver	# Gold	Total		
Medallions	0	0	0	0		

The President's Volunteer Service Award is an initiative of the Corporation for National and Community Service (CNCS) and is administered by Points of Light. With a shared mission of inspiring more to answer the call to service, PVSA celebrates the impact we can all make in our world.

## TOWN OF WINDERMERE

### Town Council Meeting Minutes (Hybrid Meeting)

January 12, 2021

#### CALL TO ORDER:

Present were Mayor Jim O'Brien, Council Members Bill Martini, Bob McKinley, Andy Williams, Chris Sapp, and Liz Andert. Town Manager Robert Smith, Attorney Heather Ramos, Police Chief Dave Ogden, and Town Clerk Dorothy Burkhalter were also present. Public Works Interim Director Travis Mathias was present via Zoom.

Mayor O'Brien called the meeting to order at 6:01pm and stated all Council members were present.

Mayor O'Brien led everyone in the Pledge of Allegiance. He then gave the invocation.

#### 1. OPEN FORUM/PUBLIC COMMENT (3 Minute Limit)

Mayor O'Brien opened the floor to the public. Ms. Brandi Haines of 835 Oakdale Street introduced herself. She then questioned if there were any updates on the Bessie project. Manager Smith explained that only one response to the RFQ was received and will be before the Town Council in February.

Mayor O'Brien thanked everyone and commented on the groundbreaking. He then stated that the Agenda needed to be amended to add proposed Resolution 2021-01. Manager Smith explained that the Resolution is needed to delegate signature authority to the Town Manager for Federal Grant agreement. Member Sapp made a motion to amend the agenda to include proposed Resolution 2021-01. Member Williams seconded the motion. Roll call vote was as follows: Andert – aye, Sapp – aye, Williams – aye, McKinley – aye, and Martini – aye. Motion carried 5-0.

#### 2. SPECIAL PRESENTATION/PROCLAMATIONS/AWARDS

#### 3. TIMED ITEMS AND PUBLIC HEARING:

#### 4. CONSENT AGENDA

##### a. 2021 Vote Processing Equipment Use Agreement and Election Services Contract

Mayor O'Brien introduced this item. Member Martini made a motion to approve the contract as presented. Member McKinley seconded the motion. Roll call vote was as follows: Martini – aye, McKinley – aye, Williams – aye, Sapp – aye, and Andert – aye. Motion carried 5-0.

#### 5. NEW BUSINESS

##### a. MINUTES

##### i. Town Council Meeting Minutes December 8, 2020

Member McKinley made a motion to approve the minutes as presented. Member Andert seconded the motion. Roll call vote was as follows: Andert – aye, Sapp – aye, Williams – aye, McKinley – aye, and Martini – aye. Motion carried 5-0.

##### b. RESOLUTIONS/ORDINANCES FOR APPROVAL/FIRST READING

##### c. APPOINTMENTS



TOWN OF WINDERMERE

Town Council Meeting Minutes  
(Hybrid Meeting)

January 12, 2021

i. WAY Committee Appointment – Ella Brinkerhoff

Member Andert made a motion to appoint Ella Brinkerhoff to the WAY Committee. Member McKinley seconded the motion. Roll call vote was as follows: Martini – aye, McKinley – aye, Williams – aye, Sapp – aye, and Andert – aye. Motion carried 5-0.

d. CONTRACTS & AGREEMENTS

i. **Town of Windermere and H.J. High Construction Company Guaranteed Maximum Price (GMP) Contract for New Town Facilities \$4,768,662. (Attachments-John Fitzgibbon to Present-Staff Recommends Approval)**

Mayor O'Brien introduced this item. Manager Smith explained that HJ High was selected through a competitive process. He then commented on the cost increases/upgrades. Manager Smith stated that he has worked with the Finance Department and there is a possibility that the Pavement Management Plan will need to be placed on hold. He then commented that there are no other concerns. Member McKinley made a motion to approve. Member Martini seconded the motion. Member Sapp stated that he appreciates the work that Mr. Fitzgibbon, Mr. Withers, and Manager Smith have done regarding the pricing. Mayor O'Brien commented on concerns of having the pavement management plan in place prior to the hurricane season if possible. Some discussion followed. Roll call vote was as follows: Martini – aye, McKinley – aye, Williams – aye, Sapp – aye, and Andert – aye. Motion carried 5-0.

1. **Town of Windermere and H.J. High Construction Company Guaranteed Maximum Price (GMP) Contract Add Alt for New Public Works Shop Facilities \$395,862. (Attachments-John Fitzgibbon to Present-Staff Recommends Approval)**

Mayor O'Brien introduced this item. Manager Smith explained that in the original costs, ADG did not factor in the Public Works facilities. He stated that there will be two separate agreements. Mayor O'Brien questioned the construction schedule. Manager Smith commented the same as the Administration facilities. Member McKinley made a motion to approve the Public Works Facilities. Member Andert seconded the motion. Roll call vote was as follows: Andert – aye, Sapp – aye, Williams – aye, McKinley – aye, and Martini – aye. Motion carried 5-0.

ii. **Manhour and Fee Estimate-Orange County Utilities (OCU) Water Main Improvements-West Second Avenue- Michael Galura Engineering: \$20,020.00 (Attachments-Staff Recommends Approval)**

Mayor O'Brien introduced this item. Manager Smith stated that there had been some changes which increases the design cost. Mayor O'Brien questioned if fire hydrants are included. Manager Smith stated yes. Member McKinley made a motion to approve the improvements and cost. Member Sapp seconded the motion. Roll call vote was as follows: Martini – aye, McKinley – aye, Williams – aye, Sapp – aye, and Andert – aye. Motion carried 5-0.

e. FINANCIAL

i. **Resolution 2021-01 – Delegating Signature Authority**

Mayor O'Brien introduced this item. He then read the title of proposed Resolution 2021-01 for the record. Member McKinley stated that the signature authorization is for previously approved projects. Member McKinley made a motion to approve Resolution 2021-01. Member Andert seconded the motion.

**TOWN OF WINDERMERE**

**Town Council Meeting Minutes  
(Hybrid Meeting)**

**January 12, 2021**

Roll call vote was as follows: Andert – aye, Sapp – aye, Williams – aye, McKinley – aye, and Martini – aye. Motion carried 5-0.

**6. MAYOR & COUNCIL LIAISON REPORTS:**

Mayor O'Brien commented on the new facilities ground breaking. Member Andert reminded everyone to pick up their trees this Saturday 9:00am-2:00pm. Member McKinley reported on the Elders Committee and the upcoming luncheon delivery. Mayor O'Brien stated that vaccine information to the elders would be beneficial. Member Martini reported that the DRB did not meet. He then commented on the upcoming Wine and Dine event at the Pines. Member Sapp stated that the Long-Range Planning Committee is in need of projects/ideas.

**7. STAFF REPORTS:**

**a. TOWN MANAGER ROBERT SMITH** – Mr. Smith wished all Happy New Year. He then commented on his upcoming evaluation which will be before the Town Council in March. Mr. Smith then reported on the upcoming Q & A and Council Workshop. Some discussion followed.

**b. TOWN ATTORNEY HEATHER RAMOS** – No report.

**c. POLICE CHIEF DAVE OGDEN** – Chief Ogden reported on the department being short staffed and the upcoming Appreciation event.

**d. PUBLIC WORKS FOREMAN TRAVIS MATHIAS** – No report.

**e. TOWN CLERK DOROTHY BURKHALTER** – Ms. Burkhalter reported on the upcoming Elections and candidates' night.

**8. ADJOURN:**

Mayor O'Brien adjourned the meeting at 6:29pm.

Dorothy Burkhalter, MMC, FCRM  
Town Clerk

Jim O'Brien, Mayor

# TOWN OF WINDERMERE

**Town Council Workshop Minutes  
(Virtual no recording)**

**January 26, 2021**

## **CALL TO ORDER:**

Present were Mayor Jim O'Brien, Council Members Bill Martini, Bob McKinley, Andy Williams, Chris Sapp, and Liz Andert. Town Manager Robert Smith, Acting Public Works Director John Fitzgibbon, Public Works Foreman Travis Mathias, and Town Clerk Dorothy Burkhalter were also present.

Mayor O'Brien explained that this was a workshop, therefore no motions or votes will be made. Mayor O'Brien called the workshop to order at 6:00pm. He then led everyone in the Pledge of Allegiance and gave the Invocation.

## **1. OPEN FORUM/PUBLIC COMMENT:**

There were no public speakers.

## **2. SPECIAL PRESENTATION:**

### **a. Town of Windermere Pedestrian Bridge Replacement Discussion and Presentation**

Mayor O'Brien turned the floor over to Manager Smith. Manager Smith introduced Mr. Mike Woodward, representative from Kimley Horn. Mr. Woodward gave a short presentation regarding the finish/appearance, edge options, and bridge types. He commented on the survey which resulted in a close recommendation between Option Three, the Bridge Brothers Pratt, and Option Four, Bridge Brothers Bowstring. Member McKinley questioned if what is selected could be painted black. Mr. Woodward stated yes. Discussion was made regarding height, width, pickets, color, weathered steel, rustic look, blending in, maintenance, and safety. Mayor O'Brien opened the floor to the Public. Mr. Rim Kelly of 2829 Marquesas Court introduced himself. He applauded the Town Council on this project. Mr. Kelly commented that the Town needed to consider the Town's color scheme when selecting colors. Discussion made regarding the overall length and the vehicular bridge. Mayor O'Brien summarized the discussion as the Town Council agrees with the Bowstring design, the finish a natural steel painted black, width of 14', and pickets. The flooring/bottom of bridge was questioned. Mr. Woodward stated the flooring would be concrete. General discussion followed.

## **6. MAYOR & TOWN COUNCIL LIAISON REPORTS**

There were no reports.

## **7. STAFF REPORTS**

Manager Smith reported on funding requests he has recently submitted.

## **7. ADJOURN**

There being no further comments, Mayor O'Brien adjourned the workshop at 6:49m.

---

Dorothy Burkhalter, MMC, FCRM  
Town Clerk

---

Jim O'Brien, Mayor

From: Dena O'Malley [denomalley@gmail.com]  
Subject: Application form  
Date: January 6, 2021 at 8:07 PM  
To: Nora Brophy brophy.nora@gmail.com

Hi Nora, Thank you for your call today. Here is the form you sent over. I look forward to the meeting next Thursday.

Regards,  
Dena

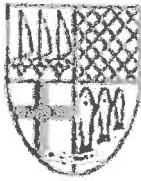
Created with ScanLife 1.2



Town of Windermere  
P. O. Drawer 669  
614 Main Street  
Windermere, FL 34786

### COMMITTEE APPLICATION FORM

1. Name Dena O'Malley Home Phone 407-929-0740
2. Home Address: 2541 Tryon Pl Windermere
3. Business: \_\_\_\_\_ Business Phone: \_\_\_\_\_
4. Business Address: \_\_\_\_\_
5. Email: denomalley@gmail.com
6. Brief Summary of Education and Experience:  
graduated from TCU with BBA. Recently acted as president of WES Mustang Education Fund
7. Are you a U.S. Citizen? Yes  No \_\_\_\_\_
8. Are you a registered voter? Yes  No \_\_\_\_\_
9. Resident of the Town for 6 Months or longer? Yes  No \_\_\_\_\_
10. Do you hold public office? Yes \_\_\_\_\_ No
11. Are you employed by the Town? Yes \_\_\_\_\_ No
12. Do you now serve on a Town Board or Committee? Yes \_\_\_\_\_ No
13. Indicate which Board(s) or Committee(s) you are interested in:  
Code Enforcement Board \_\_\_\_\_ Development Review Board \_\_\_\_\_  
Downtown Business Committee \_\_\_\_\_ Elder's Committee \_\_\_\_\_  
Historical Preservation Committee \_\_\_\_\_ Long Range Planning Committee \_\_\_\_\_  
Parks and Recreation Committee  Traffic Committee \_\_\_\_\_



Town of Windermere  
 P. O. Drawer 669  
 614 Main Street  
 Windermere, FL 34786

**COMMITTEE APPLICATION FORM**

1. Name: FRANK KRENS Home Phone: 407 443 5212 (CELL)  
407 876 2072
2. Home Address: 727 FOREST ST Windermere
3. Business: RETIRED (AEROSPACE) Business Phone: 407 443-5212
4. Business Address: \_\_\_\_\_
5. Email: fkrens@clarr.com

6. Brief Summary of Education and Experience:

BS AEROSPACE ENGINEERING 1968 POST-GRAD ENGR & MGT COURSES  
10 YRS NAVY Rtd (CIVILIAN), 10 YRS MARTIN MARIETTA, 24 YRS COLEMAN AEROSPACE  
4 YRS RESIDENTIAL REAL ESTATE (NOW INACTIVE), ROTARY 7 YRS  
4 YRS CONSULTING AEROSPACE

7. Are you a U.S. Citizen? Yes  No \_\_\_\_\_
8. Are you a registered voter? Yes  No \_\_\_\_\_
9. Resident of the Town for 6 Months or longer? SINCE 1979 Yes  No \_\_\_\_\_
10. Do you hold public office? Yes \_\_\_\_\_ No
11. Are you employed by the Town? Yes \_\_\_\_\_ No
12. Do you now serve on a Town Board or Committee? Yes  No \_\_\_\_\_ WTB ~ 7 YRS  
P&R ~ 2 YRS

13. Indicate which Board(s) or Committee(s) you are interested in:

- Code Enforcement Board \_\_\_\_\_ Development Review Board \_\_\_\_\_  
 Downtown Business Committee \_\_\_\_\_ Elder's Committee \_\_\_\_\_  
 Historical Preservation Committee \_\_\_\_\_ Long Range Planning Committee   
 Parks and Recreation Committee \_\_\_\_\_ Traffic Committee \_\_\_\_\_  
 Tree Board Committee \_\_\_\_\_

14. Why do you think you are qualified to serve on this board? DETAILED KNOWLEDGE OF TOWN HISTORY, HOW IT WORKS, ISSUES, PEOPLE STRONG OFFICE & COMMUNICATION SKILLS.

\*FINANCIAL DISCLOSURE FORMS MAY BE REQUIRED FOLLOWING APPOINTMENT  
 Signature: \_\_\_\_\_ Date: 9/28/2020 CRING

Note: If you have any questions, please call the Town Clerk at (407) 876-2563 ext. 23.



**Town of Windermere**  
**P. O. Drawer 669**  
**614 Main Street**  
**Windermere, FL 34786**

**COMMITTEE APPLICATION FORM**

1. Name: Gregg Anderson Home Phone: 407-876-9923
2. Home Address: 137 Down Court Windermere
3. Business: \_\_\_\_\_ Business Phone: \_\_\_\_\_
4. Business Address: \_\_\_\_\_
5. Email: GregghAnderson@gmail.com

**6. Brief Summary of Education and Experience:**

Retired President of Registry Collection Hotels, a division of Wyndham Hotels & Resorts, Retired Global Vice President of Registry Collection Exchanges, a division of Wyndham Destinations, Brand Manager for Walt Disney Attractions Florida and Tokyo, Japan

Communications degree from Florida State University

7. Are you a U.S. Citizen? Yes  No \_\_\_\_\_
8. Are you a registered voter? Yes  No \_\_\_\_\_
9. Resident of the Town for 6 Months or longer? Yes  No \_\_\_\_\_
10. Do you hold public office? Yes \_\_\_\_\_ No
11. Are you employed by the Town? Yes \_\_\_\_\_ No
12. Do you now serve on a Town Board or Committee? Yes \_\_\_\_\_ No

**13. Indicate which Board(s) or Committee(s) you are interested in:**

- Code Enforcement Board \_\_\_\_\_ Development Review Board \_\_\_\_\_
- Downtown Business Committee \_\_\_\_\_ Elder's Committee \_\_\_\_\_
- Historical Preservation Committee \_\_\_\_\_ Long Range Planning Committee
- Parks and Recreation Committee \_\_\_\_\_ Traffic Committee \_\_\_\_\_
- Tree Board Committee \_\_\_\_\_

**14. Why do you think you are qualified to serve on this board?**

I had long range and strategic planning responsibility at Wyndham for the past 14 years. Prior, as a board member for Habitat for Humanity of the Sanclerita I was chair of the URP committee. As Committee Chair of local Boy Scout Troop 6 at St. Luke's for 4 years and subsequently as Chapter Representative to the Central Florida Council I was responsible for the ongoing and future relationships with our sponsoring organization St. Luke's and the United Methodist Church. I moved from Tallahassee to Central Florida in 1994 and have lived in Windermere since 2009. I am a member of the Rotary Club of Windermere, I love this town.

**\*FINANCIAL DISCLOSURE FORMS MAY BE REQUIRED FOLLOWING APPOINTMENT**

Signature: Gregg H Anderson Date: September 30, 2020

Note: If you have any questions, please call the Town Clerk at (407) 876-2563 ext. 23.



## EXECUTIVE SUMMARY

**SUBJECT:** IPO 118 & 119: Butler and Bessie Stormwater Basins

**REQUESTED ACTION:** Staff Recommends KHA

Work Session (Report Only)    **DATE OF MEETING:** 2/9/21  
 Regular Meeting                       Special Meeting

**CONTRACT:**  N/A    Vendor/Entity: \_\_\_\_\_  
Effective Date: \_\_\_\_\_                                      Termination Date: \_\_\_\_\_  
Managing Division / Dept: \_\_\_\_\_

**BUDGET IMPACT:** Not Exceed: Butler: \$163,647 Not to Exceed Bessie \$216,264  
 Annual                      **FUNDING SOURCE:** TBD: 25/75 Stormwater/Grant  
 Capital                      **EXPENDITURE ACCOUNT:** Stormwater  
 N/A

---

### HISTORY/FACTS/ISSUES:

Mayor & Council,

Over the past several months Staff has been working with residents (those directly and indirectly impacted), elected officials, grant administrators, legal counsel and others relative to the 3 HMGP grants awarded to the Town of Windermere. We have held numerous zoom meetings, onsite meetings and workshops. During that time, we as staff have researched, amended, reworked, renegotiated and listened to both the residents and our elected officials. What we have learned is the following:

- Maintain the width of the roadways
- Maintain the dirt roadways
- Maintain the stormwater systems both existing and in the future (create a plan)
- Construct Utilities based on the Water Master Plan
- Limit the impacts as much as possible while maintaining what is existing as to not diminish the look, feel and charm of the area
- Do not utilize Green Book Standards as they are not conducive to the standards that Windermere can achieve without drastic changes
- Seek out funding assistance that would adhere to the aforementioned points.

Background:

KHA was selected 18 months ago which complied with the CCNA process. However, the resulting contract did not include specific language as such. The RFQ was done after Irma and after the applications were submitted to LMS and HMGP grants were awarded to the Town of Windermere. The risk factor is based on the months long back and forth between the grant administrators, FEMA Legal, engineers and so on. I am confident we meet these standards but always defer on the side of

---

caution and agree with legal to move forward as stated below. When we are looking at \$3million in projects it is better to resolve a might to a will.

#### Legal Basis:

Based on the fact that there is risk for the Town to use Kimley-Horn under the continuing contract, the recommendation is the that if the Town elects to proceed with one or more of the stormwater projects, that the Town should issue an RFQ for the projects. Town Legal looked through the procurement process used by the Town to select Kimley-Horn. Town Legal can make a strong argument that the CCNA process complies with the federal requirements, but the resulting contract does not contain the necessary federal requirements. Even if the Town amends the Kimley-Horn contract now, this falls short of what the Deputy General Counsel says in his recent e-mail – that the procurement process must fully comply with the federal requirements from the outset. As stated in the e-mail from the Deputy General Counsel for FDEM – if the RFQ process used by the Town complies with the federal procurement process then it might be okay, but could be flagged for disallowance by a DHS OIG audit. Legal does not recommend that the Town use the continuing contract for something that “might” be okay.

Staff and Legal understands we are concerned about the timing for doing a new procurement process. It can be done quickly - there are no time constraints in Sec. 287.055, Fla. Stat. Gray Robinson’s construction law expert that is working on the Town facilities has set up the process for other public entity clients when there were looming deadlines and the process needed to be done according to statute. Gray Robinson can work with and guide the Town on how to quickly procure these projects. Once the Town Council decides which projects to select, the Town can put together a specific RFQ package for the projects using the required federal contracting clauses and addendums to the RFQ, and Kimley-Horn can submit its qualification package along with any other firms that are interested. If the Town elects to proceed in this manner, then there will be no risk that federal funding will be disallowed.

#### Action Item Tonight:

The Town advertised RFQ 2020-03 with only one response: Kimley Horn and Associates. This was not for a lack of advertising since the Town used Demand Star (industry wide bidding clearinghouse) as well as other social media and industry outlets. The Town also reached out to a minimum of 3 required firms; KHA, Wade Trim and GAI. Wade Trim refused to bid on the design since it did not minimum Green Book Standards. The ranking sheet is attached.

At the December Town Council Meeting, Council voted 5/0 to approve do not exceed amounts of \$163,647 for the Butler Basin and \$216,264 for the Bessie Basin. The attached contract and IPO’s match those numbers.

Staff Recommends KHA

---





## AVERAGE OF RANKING COMMITTEE (3)

### RFQ ENGINEERING SERVICES FOR TOWN of WINDERMERE

**Note reviewers should use a ranking of 1 for minimal qualifications and 5 for excellent qualifications.  
Four forms should be filled out – one for each firm.**

Question	KHA	GAI	Wade Trim
<b>A. Overview</b>			
1. Did the applicant's proposal respond to the RFQ in a complete and logical manner?	5	0	0
2. Do they have a team that can address all aspects of the work described in the RFQ?	5	4.3	0
3. Do they have experience with this size and scope of project similar to the TOW needs	5	4	0
a. Overall Design Phase Service			
b. Construction Administration			
c. Construction Management			
d. Planning Services			
e. Infrastructure Maintenance			
f. FDEP MS4 Management			
4. Do they have experience with presenting at public meetings and documenting the results?	5	4.3	0
5. Do they have experience with bringing in projects "on time" and "in budget"?	5	4.7	0
6. Do they demonstrate an true understanding of value engineering	5	3.7	0
<b>B. Design Engineer</b>			
1. Do they present quality design solutions?	5	3.7	0
2. Did the team assigned to this project work on the designs presented?	N/A	N/A	N/A
3. Do they have the staff sufficient to complete this work?	5	4.7	0
4. Do they have references from previous clients?	5	0	0
5. Do they understand the character of Windermere?	5	4.0	0
6. Do they demonstrate an understanding of the need to correctly receive and document citizen input.	5	3.3	0
<b>Question</b>			
	<b>KHA</b>	<b>GAI</b>	<b>Wade Trim</b>
7. Are their offices sufficiently close to be available for meetings etc.	5	4.7	0
8. Do they demonstrate competency in construction documentation, specifications and management?	5	4.7	0
9. Do they have sufficient E&O insurance?	5	3.0	0
10. Have they had claims against their insurance in the past 10 years.	5	0	0
11. Is their project management approach logical and compatible with Windermere?	5	4.0	0

	KHA	GAI	Wade Trim
12. Are all the required forms included?	5	0.7	0
<b>C. Consultants</b>			
1. Has the team worked together on similar projects?	5	4.7	0
2. Do they have knowledge of Windermere's codes and ordinances?	5	4.3	0
3. Do they demonstrate competency in estimating at all stages of design including life cycle cost?	5	4.0	0
4. Do they have Multi-disciplinary Functions in house	5	4.7	0
<b>D. Other Considerations</b>			
<b>SCORE</b>			
Number of Items Being Evaluated	21	20	20
Average Score	5.00	3.57	0.00

# ENGINEERING SERVICES

## Butler & Bessie Basin Stormwater Maintenance Improvements

RFO No. 2020-03



**Kimley»Horn**

Expect More. Experience Better.





# ENGINEERING SERVICES

Butler & Bessie Basin Stormwater Maintenance Improvements

RFQ No. 2020-03



## Kimley»Horn

January 11, 2021

Attn: Robert Smith, Town Manager  
Town of Windermere  
614 Main Street  
Windermere, FL 34786

**RE: RFQ #2020-03: Engineering Services: Butler & Bessie Basin Stormwater Maintenance Improvements**

Dear Members of the Selection Committee:

**Kimley-Horn** understands the Town of Windermere desires to maintain the unique charm and character of its dirt roads and requires a qualified engineering firm to provide stormwater design services, as well as a prompt and proactive consultant who delivers exceptional client service and timely, high-quality deliverables, and treats the Town as a priority client. Kimley-Horn has the knowledge, experience, and commitment to be that partner. We believe Kimley-Horn brings the following key advantages to ensure successful completion of this project.

**Strong Local Presence and Commitment to Serving the Town.** Kimley-Horn has a long-standing history of supporting the Town in a variety of critical projects. This Kimley-Horn team is the same team that recently completed the Butler and Bessie Street Drainage Studies for the Town which allows us to seamlessly transition from the study phase to the final design and construction phase. Our local office in Orlando translates to responsive service, familiarity with the project area and local conditions, and a vested interest in Town's future. Our diverse team of technical experts has experience in dirt roads, stormwater design, water quality analysis, FEMA grants, water line design and maintenance programs. Kimley-Horn has the expertise, drive, and resources to work as a cohesive unit with the Town to ensure the Butler & Bessie Basin Stormwater Maintenance Improvements are completed on time and within your budget. We are committed to providing the Town of Windermere with unmatched client service, personal responsiveness, local knowledge, and operational stability.

**Understanding the Town's Needs.** Kimley-Horn understands the difficulties and challenges the Town faces with this stormwater improvement project to address conveyance, flooding, erosion and water quality issues. We also understand any solutions we propose has to align with the Town's goals of maintaining dirt roads at their existing widths, preserving trees and minimizing impacts within the right-of-way and to adjacent property owners. We will accomplish these goals through working with Town staff and effective public involvement to develop practical and maintainable solutions for your residents. We will actively identify and solve critical issues, deliver reliable and practical solutions, and provide responsive and cost-effective service. Our goal is to provide the Town with technical excellence delivered in a professional, timely, and economical manner, as well as serve as your trusted advisor providing dependable insight.

**Successful Consultant for Municipal Clients.** Kimley-Horn takes prides on being a successful municipal consultant. We have conscientiously served Central Florida local governments, including the Town of Windermere, for several years and have served as local consultant for the cities of Mount Dora, Oviedo, Montverde, Tavares, Davenport, Port Orange, Winter Park, Maitland, Wildwood, and Eustis, to name a few. Our team is committed to serving local municipalities and delivering the same responsive, exceptional client service Kimley-Horn is known for.

**Dedicated Partners.** Kimley-Horn is dedicated to quality, creativity, and connection. We combine our multidisciplinary expertise and deep local presence to meet your objectives to ensure a successful project outcome. We are confident our experience and passion will be of great benefit to the Town and are excited about continuing a long-term partnership founded upon trust, respect, and teamwork. Our team is excited about the opportunity to serve the Town of Windermere once again. We appreciate your consideration and look forward to working as a partner to your staff under this contract.

Yours Truly,  
**KIMLEY-HORN**

Hao Chau, P.E.  
Project Manager

### COVID-19: OUR RESPONSE

**Our Commitment Remains the Same:**  
*Expect More. Experience Better.*

Even in unprecedented times, our commitment to exceptional client service has not changed.

**Staying Committed. Staying Connected.**

We have made significant strides in our ability to work remotely with one another and are exploring a number of newer tools, programs, and technologies that have helped us to better provide project schedule delivery.

# ENGINEERING SERVICES

Butler & Bessie Basin Stormwater  
Maintenance Improvements

RFO No. 2020-03



## TABLE OF CONTENTS

<b>Section</b>	<b>Tab</b>
Cover Letter	
Table of Contents	
Company Background .....	1
Experience .....	2
References.....	3
Service Approach .....	4
Required Forms.....	5
■ Response Cover	
■ Hold Harmless Agreement	
■ Certificate of Insurance	
■ Non-Collusion Affidavit	
■ Drug Free Workplace Form	

# ENGINEERING SERVICES

Butler & Bessie Basin Stormwater Maintenance Improvements

RFC No. 2020-03



## 1. Company Background

### Firm Overview

#### Firm History

Founded in 1967, **Kimley-Horn and Associates, Inc.** is a full-service, employee-owned, multidisciplinary consulting firm offering a broad range of engineering, planning, landscape architecture, and environmental services to clients in both the private and public sectors. Over the years, we have grown from a small group of engineers and planners to one of the most respected civil engineering consulting firms in the nation. Today, Kimley-Horn has more than 4,500 employees in 90 offices across the United States and in Puerto Rico, offering a full range of consulting services to local, regional, national, and international clients.

<b>Date of Incorporation: (Incorporated in the State of North Carolina)</b>	February 10, 1967
<b>FEIN Number:</b>	56-0885615
<b>Corporate Charter Number:</b>	126896
<b>Professional License Number:</b>	00000696
<b>Date Authorized to do Business in Florida:</b>	April 24, 1968
<b>Florida Corporate Charter Number:</b>	821359

We have been providing a wide variety of services for municipal clients since our founding. We look out for your best interests, reduce your risk, and deliver great value. Our engineers, planners, and landscape architects combine the creativity to develop insightful solutions with the rigor to deliver practical results that consistently exceed your expectations. Kimley-Horn delivers outcomes you can depend on — projects that can be successfully developed, permitted, and built on time and within budget.

Kimley-Horn is recognized nationwide for the quality of its work environment, for its stature as a business enterprise, and for the outstanding work of its consulting staff. The firm's successful peer recognition has been accompanied by a commitment to providing responsive client service, pursuing continuous quality improvement, and operating as a business-based practice.

**90+ Offices Nationwide**



**4,500+**  
Employees  
Nationwide

**16 Florida Offices**



**850+**  
Employees  
in Florida



# ENGINEERING SERVICES

Butler & Bessie Basin Stormwater Maintenance Improvements

RFO No. 2020-03



## Firm Organization and Structure

Kimley-Horn and Associates, Inc. is a privately held corporation, **fully owned by individuals** who are current employees of the firm. Kimley-Horn is divided into seven geographic regions— Florida, Southeast, Atlantic, Mid-West, Mountain, Texas, and California. Each region is managed by a team of representatives from production, marketing, administration, and practice building. Setting overall direction and policy for the firm is the firmwide management committee which assists the regional teams, as needed. The primary responsibility of the regional teams and management committee is to provide support to our project managers, who are responsible for every facet of a project from beginning to end— contracting, planning, scheduling, quality control, client contact and relationships, and project accounting.

We bring you the experience of a large, national team with the convenience of a local firm without the additional cost. It is Kimley-Horn's philosophy to share our depth of resources across the firm to maintain long-term staff stability and guarantee client satisfaction. Consequently, we can forecast manpower needs by office, division, region, and firmwide. The regional and divisional managers routinely shift manpower and workloads to balance the needs of our clients, often relocating staff provisionally to meet our clients' needs locally at no additional cost.

Kimley-Horn is unique as it is one of the few companies structured to operate as a single-profit center. This core value allows all our branch offices to work together as a team rather than compete as individual profit centers.

**This ensures all our clients' projects are staffed with the best technical resources to complete every assigned project on time, on budget, and to your satisfaction.**

## Quality of Our Staff



Kimley-Horn #16

The quality of our staff is reflected by our recognition in two major employer of-choice-awards; in 2020, Fortune Magazine ranked Kimley-Horn **#16 on its list of "The 100 Best Companies to Work for."** In addition, Engineering News-Record ranked Kimley-Horn **#17 overall of the top 500 US design firms and 8th among the 100 "pure design firms."** Our focus on a quality firm culture and stable employee base greatly influences our ability to exceed client expectations; we attract the best talent and retain them for decades, strengthening our reputation for effective management and lasting partnerships with our clients.

One feature that separates Kimley-Horn from other firms is our ability to provide integrated services for a project. Kimley-Horn has outstanding in-house resources and technical expertise to provide virtually all required services. Another of the benefits Kimley-Horn offers is our diversified resources and ability to draw from those resources at any time. Kimley-

Horn is qualified to serve the Town of Windermere on the **Butler & Bessie Basin Stormwater Maintenance Improvements**. We have the size, diversity of talent and services, and proven history of producing innovative, award-winning designs. We take great pride in the **strength of our resources**, our **integrity as a firm**, and the **character of our people**. Throughout the firm's growth, we have come to appreciate the value and importance of remaining true to our roots, focusing on our local clients and providing them with the personalized and responsive service they deserve.

Although Kimley-Horn has many disciplines, we have one expertise — making our clients successful.



# ENGINEERING SERVICES

Butler & Bessie Basin Stormwater Maintenance Improvements

RFQ No. 2020-03



## Principals of the Firm and Continuing Engineering Services Experience

As required by the RFQ, our principals of the firm have performed continuous engineering services for more than five years as indicated by our experience in the chart below.

Project Title	Client	Contract Term
Town of Windermere Continuing Professional Services (includes Areawide Traffic Study and Park Avenue Improvements)	Town of Windermere	Ongoing since 2013
Town of Palm Beach Continuing Consulting Services	Town of Palm Beach	Ongoing since the 1960s
City of Miramar Continuing Engineering Services	City of Miramar	Ongoing since 2005
Continuing Community Development Projects	City of Casselberry	Ongoing since 2010
Continuing Traffic/Transportation Services	Osceola County	Ongoing since 2008
Delray Beach CRA Continuing Landscape Architecture Services	City of Delray Beach	Ongoing since 2014
Jupiter Island Continuing Services	Town of Jupiter Island	Ongoing since the 1960s
Largo Continuing Professional Services	City of Largo	2012-2015
Martin County Continuing Transportation Engineering Services	Martin County	Ongoing since 2011
North Bay Village Continuing Services Agreement for Planning, Utilities, Engineering, and Roadways	North Bay Village	Ongoing since 2006
North Miami Continuing Professional A&E Services	City of North Miami	Ongoing since 2012
Orange County Continuing Transportation Engineering Services	Orange County, FL	Ongoing since 2010
Orlando Continuing Transportation Engineering Services	City of Orlando	2009-2013
Ormond Beach Continuing Engineering Services	City of Ormond Beach	2006-2010
Osceola County Continuing Planning and Design Consultant Services	Osceola County	2010-2017
Port Orange General Services Contract (Water, Wastewater, and Reclaimed Water Continuing Engineering Consultant)	City of Port Orange	Ongoing since 2015
St. Johns County Continuing Traffic Engineering Services	St. Johns County	2008-2013
Cutler Bay Continuing Stormwater Service	Town of Cutler Bay	2007-2017

## Minority Business Status

Kimley-Horn is not a minority business enterprise (W/MBE) and does not have DBE/SBE status. However, we remain committed to building and maintaining key relationships with local firms that hold those certifications. Kimley-Horn has a company policy of meeting or exceeding our clients' disadvantaged business participation goals. Through corporate policies and philosophy, our firm actively seeks to encourage and promote partnerships with qualified firms. We provide interested firms with the opportunity to serve as subconsultants on our teams and we actively seek to increase our large database of qualified firms for use on future projects. We strongly believe in the initiative to support diversity firms. The table below demonstrates our financial commitment to W/MBE, DBE, and SBE firms on projects over the past five years.

Year	Total Paid
2019	\$41.5 million
2018	\$23.5 million
2017	\$22.3 million
2016	\$16.5 million
2015	\$14.3 million



# ENGINEERING SERVICES

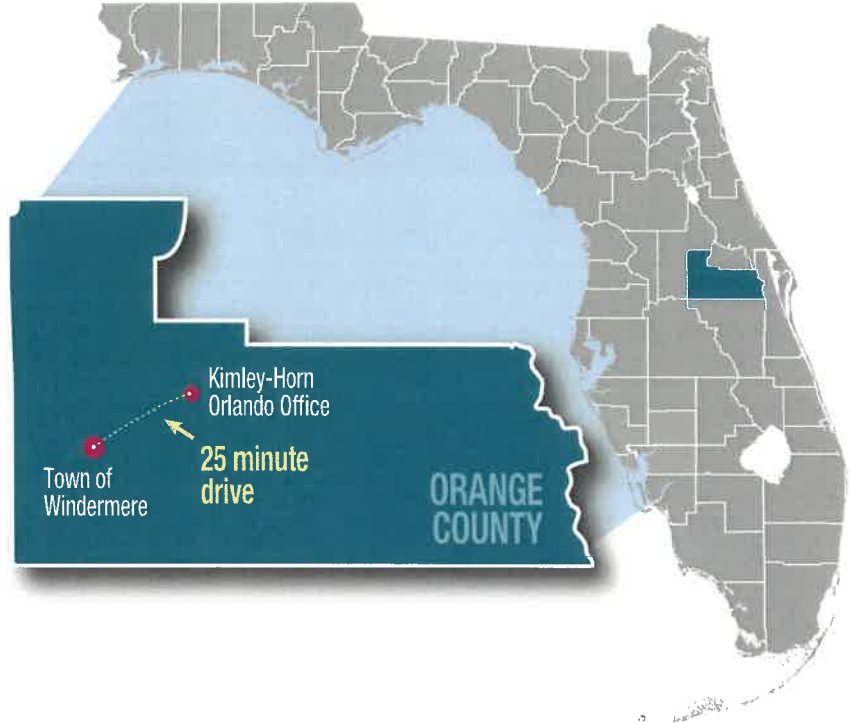
Butler & Bessie Basin Stormwater Maintenance Improvements

RFQ No. 2020-03



## Primary Office Location

Kimley-Horn's Orlando office will serve as the local office, as well as the primary production office for this contract. Kimley-Horn has had an office in Orlando since 1980 and our professionals have been working with local governments for decades. From this location, we will work diligently, encouraging open communication to keep you informed about project activity and primary schedule achievements. If specialized services are required for specific assignments, we will supplement this team as needed from our staff of experts across the nation.



## Orlando Office

189 South Orange Avenue #1000  
Orlando, FL 32801  
407.898.1511  
Office Staff: 178

## Principal Point of Contact

**Hao Chau, P.E.**  
Project Manager  
407.427.1697  
[Hao.Chau@kimley-horn.com](mailto:Hao.Chau@kimley-horn.com)

## AREAS OF EXPERTISE

As one of the nation's premier planning, engineering, and design consulting firms, we offer full services in a wide range of disciplines. Kimley-Horn has had a presence in the Town of Windermere for decades. We are confident our local presence and sensitivity to the community's concerns will benefit the Town by providing unmatched accountability, responsiveness, and value.

### Drainage and Stormwater Design Services

Kimley-Horn's drainage and stormwater services span all the various elements of stormwater and drainage engineering and are also often an integral part of our roadway design projects. In the Orlando office alone, we have more than 150 professionals of which more than 100 are focused on roadway, drainage, structural, development, land planning and transportation engineering. Our Orlando staff has the capabilities to develop the required design and engineering to deliver the Butler & Bessie Basin Stormwater Maintenance Improvements. Our stormwater management and drainage expertise include hydrological and hydraulic analyses, surveying, planning, permitting, stormwater quantity and quality issues, BMP design, GIS mapping, and the design of all water control structures ranging from pipes, culverts, and canals to major water control and pump structures.

### Potable Water Systems

Kimley-Horn has significant experience with potable water systems throughout the United States. Kimley-Horn's services may include water master planning; hydraulic modeling; training of staff; scientific investigation, analysis, and technical studies; water supply planning; water source assessments; assessment of existing infrastructure and recommendations for R&R programs; assessment of a municipality's comprehensive plan and forecasting of potential capital infrastructure project needs; and assessment of potential/probable growth areas and forecasting of potential capital project needs necessary to accommodate that growth.

# ENGINEERING SERVICES

Butler & Bessie Basin Stormwater Maintenance Improvements

RFO No. 2020-03



## Roadway Design

Roadways are the cornerstone of our nation's infrastructure — connecting us, enabling trade, powering businesses, and spurring economic growth. Roadway design is one of the mainstays of our firm's professional practice. Collectively, our engineers have been responsible for designing more than 2,500 miles of roadway, much of it here in Florida. We have provided these services for urban and rural areas that include primary, secondary, and interstate roadways for clients ranging from municipalities to state departments of transportation to private developers. Our team is well equipped to address all related aspects of roadway design projects, such as paving, drainage, intersection geometrics, utility relocations, traffic control, signalization, signing and marking, structural/ bridge design, regulatory and permitting issues, and other features. In addition, Kimley-Horn has provided construction administration services on hundreds of miles of urban and rural roadways for projects ranging from limited-access arterials to collector facilities for counties, cities, and state departments of transportation throughout the United States.

## Development and Maintenance of Dirt Roads

Kimley-Horn understands several municipalities across Florida have predominantly unpaved road networks. We have implemented a series of best practices for the design and construction of low volume dirt and gravel roads, as well as have a system in place for maintaining widths of dirt roads. Expert construction and maintenance of dirt roads minimizes environmental impacts, washboarding, potholes, erosion, and uncontrolled runoff into local waterways. Our team of experts understands regular inspections and maintenance will protect a dirt road from becoming degraded.

## Community Outreach and Visioning

Kimley-Horn is sensitive to the pivotal role of meaningful public engagement programs and supports the active participation of your staff, stakeholders, and general public. We also recognize the importance of a comprehensive business participation program for these types of projects—it serves to heighten local awareness, educate, and ensure success by accurately defining the needs of local owners and merchants. Community involvement determines the overall design program, funding strategies, and implementation priorities. The COVID-19 pandemic has elevated the need and use of technology in the planning process. Citizens and stakeholders have become familiar and, in many cases, comfortable with the use of virtual meetings. This provides us with the opportunity to reach a broader audience and seek additional input through various tools and innovative techniques to keep them involved and informed. Workshops, town halls, webinars, and online surveys could be incorporated into the public outreach component. Kimley-Horn has incorporated online involvement platforms, interactive maps and websites, "live" town halls, interviews, video chats, on-demand webinars, and more to continue to engage the public.

## Other Services:

- Civil Engineering
- Municipal Planning
- Surface Water Master Planning
- Hydrology/Hydraulic Analyses
- Dam Safety Engineering
- Construction Phase Services
- Paving and Drainage
- Permitting (including local jurisdictions, water management districts, USACOE, FDOT, FDEP)
- Entitlement Services/Strategies
- Structural Engineering
- Traffic Engineering
- Parks and Recreational Facility Design
- Parking Design and Construction
- Bridge Design
- Landscape Architecture
- Water/Wastewater Treatment
- Funding Assistance
- Community Resiliency
- Signal System Study/Design
- Safety Studies
- Data Collection, Evaluation, and Analysis
- Sustainability Services
- Mechanical/Electrical Engineering
- Land Use Planning, Site Planning
- Master Planning
- Environmental Planning
- Bicycle Facilities and Trails Planning
- Utility and Alternative Energy Planning (Gas, Electric, Solar)
- CRA Planning
- Transportation Planning
- Access and Circulation Studies
- Aviation Engineering

## 2. Experience

### RELEVANT PROJECTS

Kimley-Horn has expertise in stormwater maintenance improvements, development of potable water systems, roadway design, as well as the development and maintenance of dirt roads. Our project manager, **Hao Chau, P.E.**, has extensive experience working with local governments to provide a depth of services, technical expertise, and exceptional client service. Under his guidance, Hao's team will ensure the successful completion of the Butler & Bessie Basin Stormwater Maintenance Improvements. *The following section below highlights our capabilities and record of experience with projects of similar type, size, scope, and complexity for municipalities throughout Florida.*

#### **Project Name: Town of Windermere - Butler Street Drainage Study**

**Contract Term:** 2020 **Location:** Windermere, FL

**Project Construction Cost:** N/A – Study Phase

**Brief description of the services performed for this project:** Kimley-Horn was selected to perform professional engineering services for a drainage study along existing dirt roads, in which **Hao Chau, P.E.** served as project manager. The project study area consisted of Butler Street from West 6th Avenue to West 7th Avenue (approximately 550'), West 7th Avenue from Butler Street to Main Street (approximately 850') and Fernwood Park. The total project length was approximately 1,500 ft including side streets. The study included drainage and water quality analysis to identify potential drainage improvements while maintaining the charm and character of the Town's dirt Roads.

Critical components of the project included addressing stormwater flooding and erosion issues while minimizing impacts to adjacent property owners and trees as much as possible and developing innovative ways to improve the water quality discharge to Lake Butler by using techniques such as rain gardens. The study also looked at potential locations for water lines that could be installed as part of the drainage improvements construction.

Kimley-Horn analyzed and developed multiple drainage improvement concepts through an extensive public involvement program which included numerous public meetings, on site meetings, Town Council workshops and Town Council meetings. These meetings were done in both in person and virtual environments to promote social distancing. Through this program, valuable input from the Community was considered and implemented in the design concepts. Geotechnical engineering and survey services were also performed as part of this project and can be used for the final design phase



#### **Project Name: Town of Windermere - Bessie Street Drainage Study**

**Contract Term:** 2020 **Location:** Windermere, FL **Project Construction Cost:** N/A – Study Phase

**Brief description of the services performed for this project:** Kimley-Horn was selected to perform professional engineering services for a drainage study along existing dirt roads, in which **Hao Chau, P.E.** served as project manager. The project study area consisted of East 9th Avenue from Main Street to East Blvd. (approximately 800'), East Blvd from East 9th Avenue to East 8th Avenue (approximately 500'), East 8th Avenue from East Blvd to Bessie Street (approximately 300') and Bessie Street from East 8th Avenue to East 7th Avenue (approximately 500'). The total project length is approximately 2,250 ft including side streets. The study included drainage and water quality analysis to identify potential drainage improvements while maintaining the charm and character of the Town's dirt Roads.



# ENGINEERING SERVICES

Butler & Bessie Basin Stormwater Maintenance Improvements  
RFO No. 2020-03



Critical components of the project included addressing stormwater flooding and erosion issues while minimizing impacts to adjacent property owners and trees as much as possible and developing innovative ways to improve the water quality discharge to Lake Bessie by using techniques such as rain gardens. This study also reviewed the Town's recently completed water master plan to determine the size and potential locations for water lines that could be installed as part of the drainage improvements construction.

Kimley-Horn analyzed and developed multiple drainage improvement concepts through an extensive public involvement program which included numerous public meetings, on site meetings, Town Council workshops and Town Council meetings. These meetings were done in both in person and virtual environments to promote social distancing. Through this program, valuable input from the Community was considered and implemented in the design concepts. This included a potential T-intersection at East 9th Avenue and East Blvd to address safety concerns.

Kimley-Horn coordinated with FEMA during this project to prepare the funding for final design and construction through their Hazard Mitigation Grant Projects (HMGP). Kimley-Horn also performed preliminary coordination with the South Florida Water Management

District (SFWMD) for an Environmental Resource Permit during final design. Geotechnical engineering and survey services were also performed as part of this project and can be used for the final design phase.

**Project Name: Town of Windermere - First Avenue and Forest Street Drainage Study and Outfall Improvement**

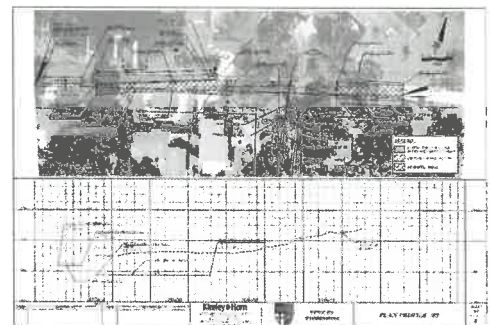
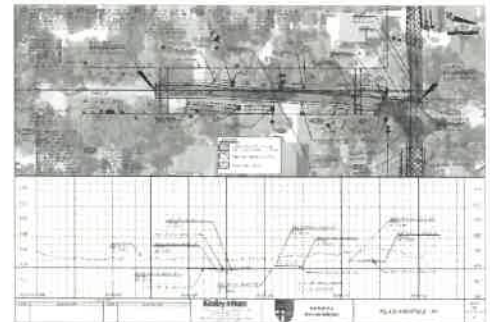
**Contract Term: 2020 Location: Windermere, FL Project Construction Cost: \$150,000**

**Brief description of the services performed for this project:** Kimley-Horn was selected to perform professional engineering services for a drainage study and outfall improvement construction plans for First Avenue and Forest Street, in which **Hao Chau, P.E.** served as project manager. The project area consisted of Forest Street from West 2nd Avenue to West 1st Avenue (approximately 500') and West 1st Avenue from Forest Street to Butler Street (approximately 450'). The total project length is approximately 950 ft including side streets. The project included drainage and water quality analysis to identify potential drainage improvements while maintaining the charm and character of the Town's dirt roads.

Critical components of the project included identifying flow conditions and drainage patterns that contribute to the flooding downstream, evaluating and upgrading the existing storm drain system previously constructed by the Town, addressing stormwater flooding and erosion issues while minimizing impacts to adjacent property owners and trees as much as possible and improving the water quality discharge to Lake Butler.

During the study phase, Kimley-Horn analyzed and developed multiple drainage improvement concepts through an extensive public involvement program which included numerous public meetings, on site meetings, Town Council workshops and Town Council meetings. These meetings were done in both in person and virtual environments to promote social distancing. Through this program, valuable input from the Community was considered and implemented in the design concepts.

During the final design phase, Kimley-Horn implemented the preferred design concepts and produced construction plans to improve the drainage along Forest Street, First Avenue and the outfall to the Lake. The final design improved the existing storm drain system by establishing roadway grades, swales, inlets and pipes that provided positive flow to address the existing drainage issues.



# ENGINEERING SERVICES

Butler & Bessie Basin Stormwater Maintenance Improvements

RFO No. 2020-03



Kimley-Horn performed coordination and permitting services with the South Florida Water Management District (SFWMD) for an Environmental Resource Permit for the construction plans. Bid assistance, construction phase services, geotechnical engineering and survey services were also performed for this project.

## **Project Name: Greater Orlando Aviation Authority (GOAA) - Orlando International Airport Drainage/ Stormwater Services**

**Contract Term:** 2014 - 2018 **Location:** Orlando, FL **Project Construction Cost:** \$5 million

### **Brief description of the services performed for this project:**

#### ***FEMA Floodplain Analysis and Master Stormwater Conceptual Permitting.***

Kimley-Horn provided services required to accurately revise the Flood Insurance Rate Map (FIRM) panels for the entire 14,000-acre OIA campus and update the master conceptual stormwater approval permit for the areas of the Gee Bee property, South Terminal, and Tradeport Drainage Basin at the Orlando International Airport. The updated FEMA FIRM panels more accurately reflect actual existing flood zones and establish new base flood elevations (BFEs) around the entire campus. The tasks involved in this effort include the development of hydraulic analysis for FEMA CLOMR permitting, coordination with FEMA, the City of Orlando, and Orange County for historic documentation research, development of FEMA CLOMR and LOMR permit packages, establish BFEs, modify the existing FEMA FIRMs, updates and permitting of the conceptual approval permit through SFWMD, and development of conceptual stormwater and mass grading plans. Year Completed: 2015



***Lake Gillooly Expansion.*** As a part of a continuing services contract with GOAA, Kimley-Horn provided design, planning, and permitting services for the expansion and modification of Lake Gillooly, one of Orlando International Airport's largest stormwater management facilities, including modifications to the Lake's control structure and emergency spillway. The project consisted of the expansion of the 33-acre Lake Gillooly to the conceptually permitted condition of 50 acres. The expansion of the Lake will allow for development of up to 80% impervious area over the Tradeport drainage basin to occur and decreases the risk of localized flooding as development occurs. The drainage area includes the 1,074-acre project site, as well as 827.8 acres of off-site area. Kimley-Horn also provided planning services that incorporated a site specific and efficient geometric layout of the new Lake that allows for minimal impact to the anticipated future development. The goal was to maximize the developable area and design the expansion to fit within the future plans of the Orlando International Airport. Specific tasks included research of the existing stormwater management facilities in and around the 1,074-acre project area, development of multiple design layouts for master planning purposes, stormwater modeling and calculations, development of construction documents, and permitting assistance through the South Florida Water Management District. Year Completed: 2018

***Drainage and Construction Permit History Research and Master Stormwater Modeling.*** Kimley-Horn provided services including extensive research of the complete drainage permit and stormwater management construction history for the four major contributing drainage basins within the OIA campus and surrounding areas while compiling all applicable documentation for future design use. Once all applicable research data was compiled, Kimley-Horn also provided services that included the development of a master stormwater model, basin maps, and stormwater report to assist the Greater Orlando Aviation Authority (GOAA) when proposing to modify existing stormwater systems, and to be used as a permitting tool with agencies such as South Florida Water Management District. This project has aided in the efforts of both the All Aboard Florida (AAF), South Airport APM, and ITF Complex efforts by providing a large base for which these projects and their design teams can begin the design and modifications of the necessary stormwater improvements associated with each project. Year Completed: 2014

***W-313 Master Drainage Analysis.*** This project involved developing an overall stormwater model for the entire 14,000-acre Airport drainage system and contributing basins as well as models for four major contributing sub-basins at Orlando International Airport. This project also included extensive research of the entire drainage history of the Airport and surrounding areas. We created master basin maps for the entire Airport property and assisted GOAA with updating the final master model with new development proposed at Orlando International Airport. Other elements of the project involved 1) a review of proposed modifications to the existing stormwater



## ENGINEERING SERVICES

Butler & Bessie Basin Stormwater Maintenance Improvements  
RFO No. 2020-03



system, such as the Virgin Trains USA highspeed railway, new South Terminal Complex, and new South APM/ITF Complex; and 2) prepared a master stormwater report to be used to assist the Authority and other design consultants when proposing to modify the existing stormwater system, and to be used as a permitting tool for permitting with agencies such as the South Florida Water Management District and FEMA. Year Completed: 2015

**Project Name: Mosaic Fertilizer, LLC – Heard Bridge Road Casing Crossing**

**Contract Term:** 2020 **Location:** Lithia, FL **Project Construction Cost:** \$150,000

**Brief description of the services performed for this project:** Kimley-Horn was selected to perform professional engineering services for the design of four 36” steel casings crossing Heard Bridge Road in Hardee County. The proposed steel casings are owned and maintained by Mosaic Fertilizer, LLC., the developer of the project. The project was located in Hardee County west of the Heard Bridge Road and County Road 664A intersection.

**Bo Conerly, P.E.** served as project manager for this project. One of the critical components of this project was the need to divert traffic temporarily around the crossing location of the steel casings. Kimley-Horn designed and permitted a two-lane dirt road, approximately 700-foot in length, to bypass the work zone for use by the travelling public during construction. Kimley-Horn analyzed and developed a dirt road cross section that would support traffic load capacity and frequency for the expected life of the road. The horizontal geometry of the dirt road was developed to meet design criteria while avoiding impacts to existing power poles. The cross slopes and grading of the dirt road were established to provide positive drainage flow off of the road. This included analyzing and designing drainage conveyance swales and pipes to accommodate the storm water runoff. Construction phase services were also provided as part of this project.

**Project Name: City of Zephyrhills - US 301 at Pretty Pond Road Drainage Analysis and Roadway Improvements**

**Contract Term:** 2019 – Ongoing **Location:** Zephyrhills, FL **Project Construction Cost:** \$285,900

**Brief description of the services performed for this project:** Kimley-Horn provided roadway and drainage design services to the City for the purposes of improving traffic circulation/vehicle levels of service for multiple intersections/median openings along a half mile segment US 301 and Pretty Pond Road. A traffic study including simulation modeling was prepared to evaluate the necessary geometric improvements based upon traffic projections and redistribution of vehicle trips. The recommendations included removing a traffic signal and installing two new signals. Design plans were prepared per the study recommendations for the construction of intersection improvements, roadway widening, two new traffic signals with interconnect, roadway lighting, drainage improvements, and maintenance of traffic. Services included survey, geotechnical analysis, subsurface utility investigations, utility coordination, signalization, photometric analysis, FDOT permitting, stormwater permitting, public information meetings, and construction phase services.

**Project Name: City of Oldsmar - Streetscape and Design Services for St. Petersburg Drive**

**Contract Term:** 2020 – Ongoing **Location:** Oldsmar, FL **Estimated Project Construction Cost:** \$2.6 million

**Brief description of the services performed for this project:** The project consisted of converting the existing roadside ditches to a culvert/storm pipe system, underground the existing private overhead utilities line, and implement multimodal improvements necessary to transform St. Petersburg Drive into an appealing mixed-use corridor to better serve the Community Redevelopment Area(CRA). Our services include preliminary design services, streetscape roadway design improvements, drainage design, floodplain modeling, stormwater management design services, and permitting and bidding assistance.

**Project Name: City of Davenport - Water Main Replacement and Water Main Construction Services**

**Contract Term:** 2018 – Ongoing **Location:** Davenport, FL **Project Construction Cost:** \$6.5 million

**Brief description of the services performed for this project:** This project was for the replacement of 80,000 linear feet of existing 2-inch to 12-inch water main east of West Boulevard, west of East Boulevard, north of South Boulevard, and south of North Boulevard. The new water main was installed side by side with the existing water main via open trench methods, along with directional drilling at key road crossings and jack-and-bore across railroads. The existing residential and commercial service lines were connected to the newly installed pipe. The scope of services included design, permitting, bidding and award services, and

# ENGINEERING SERVICES

Butler & Bessie Basin Stormwater Maintenance Improvements  
RFQ No. 2020-03



obtaining SRF funding. After completing the water main replacement design, Kimley-Horn was contracted to provide construction services for the project. These efforts are currently ongoing. Construction services include a pre-construction conference, construction observation/site visits, shop drawing reviews, and completion certification.

**Project Name: Florida Governmental Utility Authority - Colonial Manor Water Main Replacement**

**Contract Term:** 2018 – Ongoing **Location:** Holiday, FL **Project Construction Cost:** \$2.6 million (Phases 1-3)

**Brief description of the services performed for this project:** This project entails the replacement of approximately 12,000 linear feet of water main in the Colonial Manor development in Holiday, Florida for the Florida Governmental Utility Authority (FGUA). The water mains are currently primarily located in the rear of the properties and will be relocated to within the public right-of-way. This project includes the replacement of the water mains, as well as the relocation of the service laterals as needed. Fire protection services will be provided under this contract, and all 4- and 6-inch piping will be replaced with 6-inch piping. Replacement of water mains within the Colonial Manor development will be completed in four phases.

## ADDITIONAL BENEFITS OF KIMLEY-HORN'S PROJECT TEAM

### Local Knowledge and Qualified Team.

At Kimley-Horn, we do things differently. People, clients, and employees are at the forefront of our business. For nearly 40 years, we have served municipal clients on numerous projects. Our team is committed to the Town of Windermere and we have a proven track record of quality client service, cost-effective solutions, and technical expertise. Kimley-Horn understands the local environment and conditions, and how we can best integrate our team to serve as an extension of your Town staff.

## SUPERVISION AND PERSONNEL

When you select a consultant, you are really choosing people who offer you technical expertise, extensive hands-on experience with similar projects, and a demonstrated record of quality and responsiveness that will make your project a success. As indicated by the organization chart on the following page, our project manager, **Hao Chau, P.E.**, understands the needs of the community and has assembled a diverse project team structured to offer the highest level of responsiveness and personal service to you for the Butler & Bessie Basin Stormwater Maintenance Improvements.

### KEY PERSONNEL BIOS

We have provided summary biographies for the project team members below.

#### Hao Chau, P.E. – Project Manager, Roadway



From concept to completion, **Hao will lead the Kimley-Horn team** and is responsible for all management and technical aspects of this project from anticipating problems and developing creative solutions to implementing a comprehensive work plan based upon project scoping phases. As project manager, **Hao designates quality reviewers** for production and evaluation of each project work element, task, and deliverable. In addition, **Hao will serve as the principal point of contact between Kimley-Horn and the Town.**

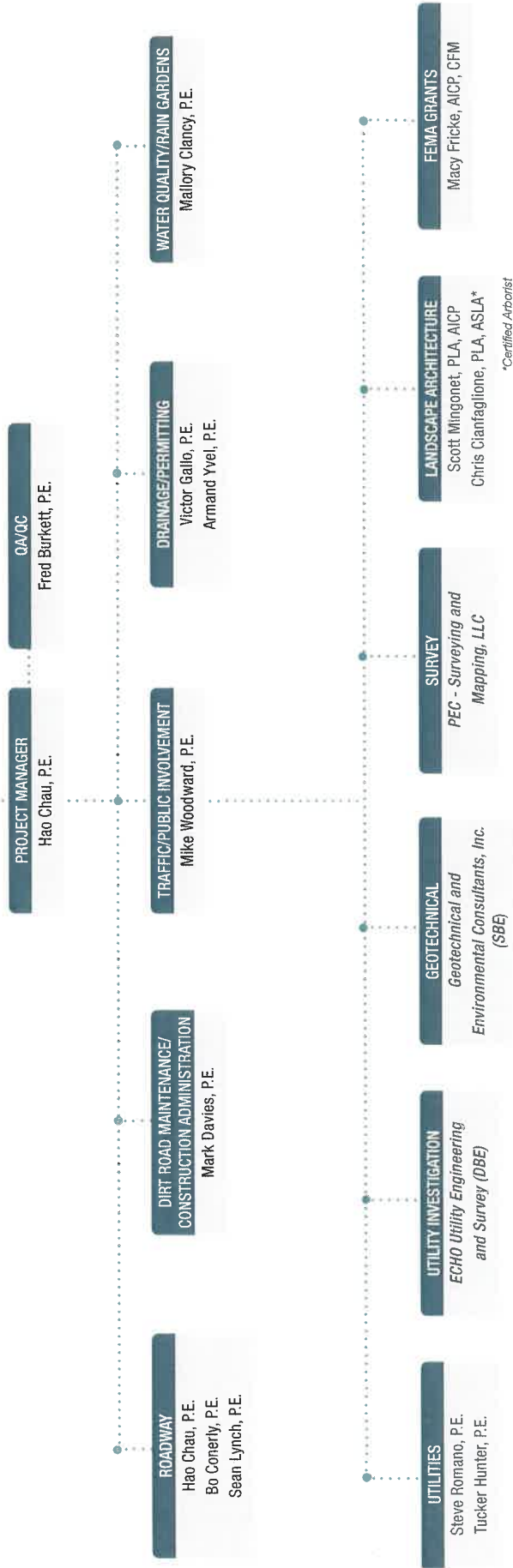
Hao has 21 years of experience designing and managing a wide range of transportation design projects, including dirt road improvements, stormwater improvements, multimodal improvements, safety improvements, milling and resurfacing, widening, and reconstruction projects. His roadway engineering experience includes feasibility studies, PD&E studies, roadway design, drainage design, plans production, plans review, permitting, bidding assistance, Local Agency Program (LAP) projects, public and private partnership projects, and construction phase services. He is an expert on multimodal enhancements, safety and efficiency improvements, Complete Streets, and pavement rehabilitation. Hao has expertise in overseeing projects, maintaining client relationships, and leading a team of skilled professionals to successfully complete a project. He understands the value of keeping clients informed regarding schedule, budget, and project status. Hao has managed multidisciplinary teams for numerous local



# ENGINEERING SERVICES

## Butler & Bessie Basin Stormwater Maintenance Improvements

RFQ No. 2020-03





## ENGINEERING SERVICES

Butler & Bessie Basin Stormwater Maintenance Improvements

RFO No. 2020-03



government projects throughout Central Florida, including Windermere's Butler and Bessie Street Drainage Studies, First Avenue and Forest Street Drainage Study and Outfall Improvement, Park Avenue Turn Lanes, Milling and Cold In-Place Recycling, Sidewalk and Drainage Improvements, and 6th Avenue Sidewalk Improvements.

### Fred Burkett, P.E. – Quality Assurance/Quality Control (QA/QC)



Fred has 33 years of experience involving transportation engineering and management of complex projects and multidisciplinary design teams. His expertise includes roadway design, drainage system design, traffic engineering, and transportation planning. He has performed or managed all of the planning and engineering activities inherent in the successful design of roadway and highway infrastructure. His career has centered on Central Florida, including work for Orange, Osceola, Polk, and Lake counties. **In his role as QA/QC advisor, Fred will conduct cross-checks and independent reviews of the processes, procedures, documentation, supervision, technical direction, and staffing associated at each benchmark submission to ensure project deliverables are technically correct and consistent with the Town's objectives.**

### Bo Conerly, P.E. - Roadway



Bo has 22 years of experience in design and project management. He has extensive expertise in the fields of industrial, residential, commercial, recreational, and institutional land development, and agricultural land management. Bo has experience with a wide range of projects, including utility design, drainage design, permitting, construction administration, land development, roadways, and sidewalk and urban street design. He is experienced with the design and permitting procedures of the Florida Department of Transportation, the Florida Department of Environmental Protection (DEP) including its Bureau of Mining Reclamation, the U.S. Environmental Protection Agency, U.S. Army Corps of Engineers (USACE), Federal Emergency Management Agency (FEMA), Southwest Florida Water Management District, South Florida Water Management District, and various counties and municipalities across Florida. He is also experienced in mapping and analysis through the use of geographic information systems (GIS) applications.

### Sean Lynch, P.E. – Roadway



Sean has more than seven years of experience with the design of drainage and roadway improvements, maintenance of traffic, utility relocations, signals, and signing/pavement markings. He is proficient in AutoCAD, Microstation, InRoads, and MATLAB. In addition, Sean was part of a large design-build team providing the design for a Northwest Corridor Project in Atlanta, GA. His role on the project included design of wall envelopes and the creation of horizontal and vertical alignments and vertical profiles. Sean has also assisted in the preparation of preliminary, final plans, and verification processes.

### Mark Davies, P.E., LEED AP – Dirt Road Maintenance/Construction Administration



Mark has 26 years of experience in construction, design, and dirt road maintenance. Mark has worked on various projects, including utility design, drainage design, permitting, construction administration, land development, wastewater design, roadways and sidewalk. He is skilled in the use of WaterCAD water system modeling, as well as HydroCAD and ICPR4 stormwater management modeling. Mark is experienced with the design and permitting procedures of Orange County, Polk County, Hardee County, Sumter County, Lake County, Okaloosa County, Bay County, Broward County, Miami-Dade County, Palm Beach County, the Florida Department of Transportation (FDOT), the Florida Department of Environmental Protection (FDEP), the U.S. Environmental Protection Agency, U.S. Army Corps of Engineers (USACE), Federal Emergency Management Agency (FEMA), Southwest Florida Water Management District, South Florida Water Management District, Northwest Florida Water Management District, and various states across the Country.

## ENGINEERING SERVICES

Butler & Bessie Basin Stormwater Maintenance Improvements

RFO No. 2020-03



### Mike Woodward, P.E. – Traffic/Public Involvement



Mike is a transportation engineer with 16 years of experience, specifically corridor and arterial investment studies, bicycle and pedestrian planning, signal system retiming, as well as transit facility analyses. He has a solid knowledge of HCS, Synchro, and SIDRA software, and experience with MicroStation, AutoCAD, and GIS. His recent project experience includes serving as project manager for the A1A Multimodal Corridor Planning and Engineering Analysis. In addition, he serves as project engineer for several Kimley-Horn's General Planning and/or Traffic Engineering Consultant Services contracts for clients including Osceola County, FDOT, the Town of Windermere, and Port Canaveral. Mike has been responsible for elements of Transportation Element Updates,

Townwide Analyses, Citywide Analyses, and Sub-Area Analyses, as well as prioritization of county and city roadway, transit, and multi-modal projects.

### Victor Gallo, P.E. – Drainage/Permitting



Victor has 21 years of experience involving stormwater design, roadway storm sewer systems, pond siting analysis, stormwater management facilities, floodplain compensation, and permitting. He has designed roadway storm sewer systems and numerous stormwater management facilities for rural, urban, and interstate projects across Florida. Victor has completed various cross-drain culvert designs for small waterways, including channel modeling and bridge scour analysis. He has also coordinated extensively with various Florida water management districts and environmental regulatory agencies to obtain construction permits. Victor has extensive experience in drainage design efforts for several counties and municipalities, as well as FDOT Districts One, Two, Three, Five, and Seven.

### Armand Yvel, P.E. – Drainage/Permitting



Armand has 38 years of drainage design experience. He is responsible for complete drainage reviews (30% to 100% submittals) on roadway drainage/mitigation plans, geotechnical reports, preliminary engineering reports, bridge hydraulic reports, locations hydraulic reports, bridge development reports, drainage calculations and bidability reviews. Armand is an expert in ICPR, ASAD, PONDS, Hec2, HEC-RAS, and other drainage-related modeling software. For FDOT District Five, Armand served as an extension of the District's staff over a one-year period assisting with drainage connection permit reviews, including coordination with consultants and local maintenance offices as well as responsible for research and resolving drainage complaints. This task involved

close coordination with the Districts legal and R/W departments. Other drainage projects include I-95, I-4, and US 92 interchange improvements in Volusia County; SR 70 design service in Okeechobee County; and serving as lead drainage engineer responsible for research and resolving drainage complaints for Florida's Turnpike Enterprise.

### Mallory Clancy, P.E. – Water Quality/Rain Gardens



Mallory has eight years of experience in environmental engineering and stormwater management. She previously served as district engineer for 14 community development districts in Lee, Collier, and Sarasota counties while with another firm. She also served as a national pollutant discharge elimination system (NPDES) permit consultant for six municipalities. She has developed and updated stormwater master plans for the City of Sanibel and the Hatcher Springs Watershed in Tennessee. Mallory has completed an integrated stormwater modeling pilot project as a subconsultant to another firm for the City of Miami Beach to provide a business case for resilience investments that analyzed a combination of rainfall, sea level rise, storm surge, and tide stage

scenarios under no-build, public investment, and private investment scenarios. She is currently working on a large surface water storage facility for Sarasota County that will divert flow from Dona Bay in an effort to mitigate discharge of freshwater to Dona Bay. Her software experience includes ICPR 4 and ArcGIS.

## ENGINEERING SERVICES

Butler & Bessie Basin Stormwater Maintenance Improvements

RFO No. 2020-03



### Scott Mingonet, PLA, AICP – Landscape Architecture



Scott Mingonet has a broad range of experience as a planner and landscape architect. Throughout his 30 years with Kimley-Horn, he has been integral in developing the firm's land planning and landscape architecture practice. Because of the firm's foundation in transportation and land development, Scott has been able to apply that knowledge base to creatively affect both public- and private-sector projects ranging from mixed-use master plans to municipal redevelopment strategies. His unique skill set includes his ability to balance a pleasing visual master plan and distinctive sense of place with an understanding of implementation issues such as transportation network and infrastructure demands. In 1995, Scott opened the firm's Miami Beach office to lead the planning and landscape architecture group in south Florida. From 2003 to 2008, he assisted the firm in establishing a new office in the greater DC metropolitan area and has since relocated to Charlotte, NC to strengthen our presence in a new "South End" office location.

### Chris Cianfaglione, PLA, ASLA– Landscape Architecture



Chris is a landscape architect with 12 years of experience in construction document preparation, presentation graphics, illustrative 3D renderings, project photography, and LEED document preparation for a wide range of landscape architecture projects. Specifically, his expertise involves detailed design of streetscapes and municipal parks, multifamily projects, and overall land development projects for a variety of local and nationally recognized clients. He is a Professional Landscape Architect in Florida and an ISA Certified Arborist.

### Steve Romano, P.E. – Utilities



Steve is a professional engineer with more than 24 years of experience working as a consultant for municipal and private utilities. Steve has experience with a full range of utility projects, including water treatment facility design, wastewater treatment facility design, pipeline design, pump station design, and master planning, including advanced hydraulic modeling, permitting assistance, and regulatory guidance. He has provided designs for new facilities, as well as retrofits and relocations. Steve's experience allows him to bring cost-effective innovative ideas to provide solutions that best fit the specific needs of his clients.

### Tucker Hunter, P.E. – Utilities



Tucker has seven years of experience and is a Florida Stormwater Erosion and Sedimentation Control Inspector. His Florida project experience includes: Consulting Engineering Services for the Town of Monteverde; Infiltration and Inflow Analysis for Brevard County; and Wekiva Hunt Club Water Reclamation Facility Improvements for Utilities Inc. of Florida.

### Macy Fricke, AICP, CFM, P.E. – FEMA Grants



Macy has five years of experience in hazard mitigation and resiliency plan development, grant writing and management, floodplain management practice and outreach, resiliency assessment, loss avoidance reporting, and benefit-cost analysis. Macy has provided complete grant cycle services to Florida counties to obtain federal grants and implement projects that mitigate flood risk. She has also served as an analyst for vulnerability assessments and holistic benefit-cost analyses for federal grants for metropolitan clients. Macy's software experience includes ArcGIS, FEMA BCA Toolkit, Hazus, and IMPLAN



## ENGINEERING SERVICES

Butler & Bessie Basin Stormwater Maintenance Improvements

RFQ No. 2020-03



### Chris Meyer, P.E. – Geotechnical (Geotechnical and Environmental Consultants, Inc.)



Chris Meyer, P.E. is a Senior Geotechnical Engineer at Geotechnical and Environmental Consultants, Inc. (GEC) headquartered in Orlando. Chris has 29 years of experience in geotechnical engineering in Central Florida. He has performed extensive geotechnical engineering services for public works infrastructure projects for numerous cities and counties, as well as the Florida Department of Transportation (FDOT). Chris has managed numerous geotechnical investigations for private commercial developments, stormwater drainage projects and structures impacted by potential sinkhole activity.

### Carlo Pilia, CEng., P.E. (AZ) – Utility Investigation (ECHO Utility Engineering and Survey, Inc.)



Mr. Pilia has over 16 years of experience providing utility engineering professional services, in addition to operations, leadership and management support for surveying and mapping businesses. With experience in both Europe and the United States, while working for both privately held and public companies, Mr. Pilia earned a remarkable experience in subsurface utility engineering (SUE) and survey professional services. Mr. Pilia currently serves on technical committee updating the American Society of Civil Engineers standard 38-02 for the collection and depiction of subsurface utility data, and as Chair of the ASCE UESI SUE and Utility Investigation Committee. As Vice President of Utility Engineering for ECHO UES, Inc., Mr. Pilia is involved with

Standard Operating Procedure (SOP) development and implementation, staff training, quality control, technical leadership, in addition to general business tasks pertaining to the Company's partners.

### Eric Cain, P.S.M. – Utility Investigation (ECHO Utility Engineering and Survey, Inc.)



Mr. Cain is a Florida licensed Surveyor and Mapper with over 15 years of survey, mapping and subsurface utility engineering (SUE) experience. He is responsible for the oversight of the field and office tasks associated with boundary, topographic, wetland jurisdictional, ALTA, specific purpose surveys, and legal descriptions/sketches. Mr. Cain will serve as Surveyor Support on this contract and assist the team with the production of the survey design file deliverables. Specific tasks required will be daily briefings with field crews along with the management and processing of the field data collected.

### David White, P.S.M. – Survey (PEC - Surveying and Mapping, LLC)

David has extensive professional history in the Central Florida area with expertise in private development surveying with a track record of over 13,000 platted residential and commercial units. His experience includes ALTA surveys of small- and large-scale commercial projects, as well as boundary expertise including sectional retracement and boundary surveying in conformance with the Bureau of Land Management Manual. David has a track record of successful performance for State agencies on large scale boundary surveys for acquisition. He has successfully designed created and implemented some of Florida's largest GIS projects. In addition, David has performed and or supervised 55.3 miles of design surveying and right-of-way mapping for FDOT and Florida Counties.

### Tracy Birch, P.S.M. – Survey (PEC - Surveying and Mapping, LLC)

Mr. Birch has more than 25 years of experience in the Survey and Mapping field. He has performed all positions within the profession from the duties of Rodman, Instrument man, Party Chief, Survey Technician and Project Surveyor. He is responsible for the daily supervision of field crew operations. Mr. Birch is proficient in the use of electronic field books and total stations, as well as GPS receivers to complete a variety of survey assignments and digital leveling. He is knowledgeable of all NOAA specifications, as well as Florida State requirements. He has completed extensive boundary retracement surveys, Topographic Surveys, right-of-way and design surveys for FDOT and Polk County, wetland delineation and cross section surveys, location, and control surveys.

### Jaime Morales, P.S.M. – Survey (PEC - Surveying and Mapping, LLC)

Mr. Morales is responsible for completing survey and Right of Way mapping projects. Mr. Morales has completed over 20 miles of right of way mapping in Central Florida. He completes the field note reduction and preparation of various survey documents, including legal descriptions, control surveys and right-of-way maps using Geopak, Microstation, and AutoCAD software programs. In addition, he is well versed in the preparation of right of way taking legal descriptions. He is also responsible for numerous survey and mapping projects including COGO of right-of-way and parcel geometry of conversion into GIS. He has performed numerous record plat documents consisting of over a thousand residential lots.

# ENGINEERING SERVICES

Butler & Bessie Basin Stormwater Maintenance Improvements

RFQ No. 2020-03



## Subconsultants

**Geotechnical and Environmental Consultants, Inc. (GEC) (SBE)**, based in Orlando, is well-known in the consulting industry for its leadership and specialized expertise in Geotechnical Engineering. GEC core professional services include geotechnical engineering, contamination assessment, ground penetrating radar (GPR) and construction materials testing for public works infrastructure and utilities projects throughout Florida. GEC has a consistently strong 29-year history working on challenging infrastructure-related public works projects throughout the Central Florida community. GEC manages county and municipal continuing services contracts for the Cities of Orlando, Ocoee, Oviedo, Kissimmee and St. Cloud as well as Osceola County and Orange County Public Schools.

**ECHO Utility Engineering and Survey, Inc. (ECHO) (DBE)** provides high-quality and reliable utility and survey services, including the study, analysis, and depiction of existing underground utilities potentially impacted by a project, in addition to the collection of accurate topographical and specific purpose surveys to represent the above ground site conditions. Field work is performed with the use of high specialized technology and equipment, which includes surface geophysical equipment, pipe and cable locators, ground penetrating radar, vacuum excavation units, total stations, and GPS and laser scanners. The field data once collected is reviewed and processed, and final deliverables consist of 3D digital representations of the site conditions above and below ground. Relevant projects include Town of Windermere, Old Main St. Topographical and Utility Survey; Town of Windermere, Ward Trail Design, Utility Investigation; Orange County, Lake Butler Site 10 BMP Alternatives Evaluation; and Anclote Rd. from Alt. US 19 to Anclote Blvd. Roadway and Stormwater Improvements

**PEC-Surveying and Mapping** provides a full spectrum of surveying and mapping services for governmental and private development projects throughout Florida. PEC's experience has yielded thirty-six years of survey records. Through consistent use of platting, surveying, and mapping capabilities combined with state-of-the-art programs, PEC delivers a variety of professional services in a cost-effective manner. All of the Principals of PEC are full-time surveying and mapping professionals who are fully involved in day-to-day services to clients.

## ENGINEERING SERVICES

Butler & Bessie Basin Stormwater Maintenance Improvements  
RFO No. 2020-03



### 3. References

Of all the things we're passionate about, client service is at the top of the list. Kimley-Horn is proud of the relationships we have developed with our clients and find great satisfaction in making our clients successful. We have a long-standing history of performing quality, timely services for all of our clients. We invite you to contact the client references listed below, so you can hear firsthand about the Kimley-Horn difference.

#### **Town of Windermere**

614 Main Street  
Windermere, FL 34786

**Client Contact:** Robert Smith, Town Manager  
Cell: 407.797.5004

Main: 407.876.2563 x5324

[rsmith@town.windermere.fl.us](mailto:rsmith@town.windermere.fl.us)

**Project Name:** Town of Windermere - Butler Street Drainage Study, Bessie Street Drainage Study, First Avenue and Forest Street Drainage Study and Outfall Improvement

#### **Greater Orlando Aviation Authority**

5855 Cargo Road  
Orlando, FL 32827

**Client Contact:** Tuan Nguyen, P.E., Civil Engineering Manager  
407.825.4662, Fax 407.825.4050

**Project Name:** Orlando International Airport Drainage/Stormwater Services

#### **City of Zephyrhills**

5335 8th Street  
Zephyrhills, FL 33542

**Client Contact:** Todd Vande Berg, Director of Planning  
813.780.0010

[tvandeberg@ci.zephyrhills.fl.us](mailto:tvandeberg@ci.zephyrhills.fl.us)

**Project Name:** US 301 at Pretty Pond Road Drainage Analysis and Roadway Improvements

#### **Mosaic Fertilizer, LLC**

13830 Circa Crossing Drive  
Lithia, FL 33547

**Client Contact:** Michael O'Reilly, P.E., Mosaic Fertilizer, LLC  
863.781.6348

[Michael.OReilly@mosaicco.com](mailto:Michael.OReilly@mosaicco.com)

**Project Name:** Heard Bridge Road Casing Crossing

#### **City of Oldsmar**

100 State Street  
Oldsmar, FL 34677

**Client Contact:** Alan Braithwaite, City Manager  
813.749.1102

[abraithwaite@myoldsmar.com](mailto:abraithwaite@myoldsmar.com)

**Project Name:** Streetscape and Design Services for St. Petersburg Drive

#### **Florida Governmental Utility Authority**

280 Wekiva Springs Road, Suite 2070  
Longwood, FL 32779

**Client Contact:** Christopher Couch, FGUA East Region Manager,  
OMS Administrator  
407.629.6900

[ccouch@govmserv.com](mailto:ccouch@govmserv.com)

**Project Name:** Colonial Manor Water Main Replacement

#### **City of Davenport**

1 South Allapaha Avenue  
Davenport, FL 33837

**Client Contact:** Michael Stripling, Utilities Director  
863.419.3300 x14  
fax 863.419.3302

[mstripling@mydavenport.org](mailto:mstripling@mydavenport.org)

**Project Name:** Water Main Replacement and Water Main Construction Services



## 4. Service Approach

**Kimley-Horn** is eager to continue to demonstrate our commitment and ability to the Town by providing exceptional client service, practical solutions and effective management for this contract. Our project manager and team have successfully completed numerous similar projects for the Town and other municipalities. These similar projects include dirt road drainage studies, dirt road and drainage improvements, water line improvements, Water Management District (WMD) permitting, FEMA design and grant coordination, bidding assistance, and construction administration/ management. Our similar project experience is included in the qualifications and resume sections. Our versatile team of professionals encompasses a wide range of disciplines to address all the scope items surrounding this project to meet your goals. The following are essential tasks to develop a successful project and our approach to each of them.

### Understanding the Town's Goals

*This Kimley-Horn team is the same team that recently completed the Butler Street Drainage Study and Bessie Street Drainage Study for the Town which allows us to seamlessly transition from the study phase to the final design and construction phase. We understand that the Town wants practical, maintainable solutions that minimizes impacts and preserves the charm and character of its dirt roads. We also understand the Town is committed to preserving trees and the quality of its lakes. This will be our top priority as we finalize the drainage study concepts and move forward with final design construction plans. Input from residents is critical for the success of this project and we will provide an extensive public involvement program to obtain valuable input from the Community for consideration and implementation in the final design.*

### Existing Conditions

The first step in developing a practical drainage solution is to perform field visits and research to determine what the problem is and what is causing it. *Our team has performed numerous field visits (during dry conditions and rain events), met with Town staff and residents to understand the existing condition, drainage patterns, erosion and flooding issues.*

The Butler Basin Stormwater Maintenance Improvements project area includes Butler Street from West 6th Avenue to West 7th Avenue (approximately 550'), West 7th Avenue from Butler Street to Main Street (approximately 850'), Forest Street (approximately 300') and Fernwood Park. The total project length is approximately 1,700 ft including side streets. The existing dirt road width for these roadways varies from 14 ft to 22 ft. The general topography slopes south on Butler Street and west on 7th Avenue with the low point being at Lake Butler in Fernwood Park. During heavy storm events, the runoff is conveyed by the dirt road which causes erosion. There have also been flooding reported at the residential properties at the bottom of the basin on both sides of Fernwood Park. The runoff conveyed by the dirt road, along with the silt from the erosion, flows through Fernwood Park and discharges into Lake Butler. There is an existing stormwater management area in northwest corner of Fernwood Park. There are two existing 8-inch water mains; one at the intersection of 6th Avenue and Butler St. and one at 7th Avenue and Old Main Street.



The Bessie Basin Stormwater Maintenance Improvements project area includes East 9th Avenue from Main Street to East Blvd. (approximately 800'), East Blvd from East 9th Avenue to East 8th Avenue (approximately 500'), East 8th Avenue from East Blvd to Bessie Street (approximately 300'); Bessie Street from East 8th Avenue to East 7th Avenue (approximately 500'); Oakdale Street from one block north to one block south of East 9th Avenue (approximately 700'); and the intersection of East 8th Avenue and Magnolia

Street (approximately 200'). The total project length is approximately 3,000 ft including side streets. The existing dirt road width for these roadways varies from 9 ft to 16 ft. The general topography slopes east on East 9th Avenue, south on East Boulevard and south on Bessie Street with the low point being at Lake Bessie. During heavy storm events, the runoff is conveyed by the dirt road which causes erosion especially on East 9th Avenue approaching Lake Bessie. There have also been flooding reported at the residential property at the bottom of the basin on the east side where 8th Avenue curves into Bessie Street. The runoff conveyed by the dirt road, along with the silt from the erosion, eventually discharges into Lake Bessie. There is an existing, overgrown stormwater management pond at the intersection of East Boulevard and 8th Avenue. There is an existing 12-inch water main at the intersection of Bessie Street and 6th Avenue and an existing 8-inch water main at the intersection of 9th Avenue and Old Main Street.

## Public Involvement

*We understand an extensive public involvement program which includes numerous public meetings, on site meetings, Town Council workshops, and Town Council meetings is essential for the success of this project. Similar to our public involvement program for the Butler and Bessie Street Drainage Studies, we can conduct these meetings both in person and virtual environments to promote social distancing. Through this program, valuable input from the Community will be considered and implemented in the final design.*

To facilitate public involvement and provide Town Council with information through the entire design process, we recommend an initial 45% Design Plans Submittal. **Kimley-Horn** will prepare a 45% design package and construction plans for the proposed drainage improvements and will present them at Town Council workshops or meetings. This will ensure Town Council can review the design in the early stage and provide direction on how to proceed.

### PUBLIC INVOLVEMENT



## Drainage Improvements Design

The first step of our drainage improvements design approach is to continue to fine tune the preferred concepts we developed during the Butler Street and Bessie Street Drainage Studies. For instance, we will continue to evaluate 7th Avenue between Forest Street and Main Street to determine if we can remove or further reduce the proposed drainage swale in that area. We will look at other areas at the top of the drainage basins to determine the feasibility of utilizing additional inlets and storm pipes to reduce proposed swales and minimize impacts to adjacent property owners.

The goal of this project is to address the existing stormwater conveyance, erosion and flooding issues as well as reduce the amount of sediment flowing into the lakes and improving the water quality. We will accomplish this by proposed drainage swales, inlets, pipes and stormwater management facilities needed to accommodate the water quantity and quality requirements prior to the discharge into Lake Butler through Fernwood Park and Lake Bessie. *The design will maintain the existing width of the dirt roadways and avoid impacts to trees. We will coordinate with Town Staff early during the design for direction to limit impacts to existing features along the corridor as to not diminish the look, feel and charm of the area.* For the very few potential tree impacts, we will work closely with the Town arborist for their evaluation throughout the design process. The elevations and cross slopes of the existing dirt roads will be adjusted to drain towards the swales and inlets. We will evaluate dirt road material options, such as bank-run shell, to increase the resistance to water and erosion. We will provide the Town with these material options for review and approval prior to implementing in the construction plans. We will evaluate erosion matting that can be used in the swales to further resist erosion. The types of matting evaluated will allow sod to grow on top of the matting so that it does not diminish the look of the area. We will also continue to evaluate the locations of septic tanks and wells to avoid impacts to adjacent property owners.



## ENGINEERING SERVICES

### Butler & Bessie Basin Stormwater Maintenance Improvements

RFQ No. 2020-03



For the Butler Basin Stormwater Maintenance Improvements project, we will evaluate the 7th Avenue and Forest Street northeast corner for a potential stormwater management area. We will design swales, inlets and pipes and expand the existing stormwater management pond at Fernwood Park as needed to accommodate the project. The drainage design will incorporate water quality analysis results completed as a part of the Butler Street Drainage Study including design of a rain garden in place of the proposed dry detention pond within Fernwood Park. *The proposed rain garden plantings will provide an aesthetic feature while also functioning to improve the water quality of the stormwater runoff before it discharges into the lake.* We will work with Town staff and residents, through our public involvement program, to select the plantings.



For the Bessie Basin Stormwater Maintenance Improvements project, we will also evaluate and provide drainage improvement options for Oakdale Street from one block north to one block south of East 9th Avenue; and the intersection of East 8th Avenue and Magnolia Street. We understand that there are drainage issues in these areas including erosion, excess runoff and clogged inlets/pipes and we are prepared to address all of them. The drainage design will incorporate water quality analysis results completed as part of the Bessie Street Drainage Study including design of two rain gardens. One rain garden could be on the east side of the 9th Avenue and East Blvd intersection and the other at the existing stormwater management pond at the East Blvd and 8th Avenue intersection. All the trees within this existing pond will be preserved. Other items we will evaluate and provide solutions for include a potential T-intersection at East 9th Avenue and East Blvd to address safety concerns and revising the horizontal curvature of the road at 8th Avenue and Bessie Street to shift a small portion of the road that is on private property into the existing right of way. This can be accomplished through the use of a compound curve which will shift the road while preserving the two oak trees on the southeast side.

With dirt roads, we understand a well-planned and executed Maintenance Plan is essential to keep the proposed drainage improvements functioning properly. This type of Maintenance Plan may be better suited to be developed by in-house Town staff. However, we can assist Town staff as needed for details of the Maintenance plan such as determining maintenance intervals, dirt road and swale grading material, and procedures and vacuuming of inlets.

## FEMA Coordination and SFWMD Permitting

We understand the Town was recently awarded two separate Hazard Mitigation Grant Projects (HMGP) for the Butler and Bessie basins for final design and construction funding. *We will demonstrate to FEMA that the proposed drainage improvements are providing flood mitigation as stated in the Hazard Mitigation Grant Projects (HMGP) Agreements for these two basins.* We will perform the hydrologic & hydraulic analysis (H&H) for the pre-improvement and post-improvement condition to demonstrate this mitigation. The H&H calculations will be documented in a drainage report for submittal to FEMA. During the study phase, we coordinated with FEMA and provided quarterly update reports and extension requests as needed. *We will continue to coordinate with FEMA and provide all documentation required for funding to seamlessly transition from the study phase to the final design and construction phase.* We performed preliminary coordination with the South Florida Water Management District (SFWMD) during the study phase which will allow us to expedite the Environmental Resource Permitting process for this project. We will compile and submit an application package that demonstrates the improvement to the water quantity and quality of these two basins provided by this project.

## Utility Coordination

Our team has worked closely with the Utility Owners along the project corridor in the study phase. Our approach will be based on continued and proactive coordination with these owners in the final design phase to identify existing utilities and design the drainage improvements to avoid impacts. We are aware of the two Duke Energy wooden distribution poles on 9th Avenue approaching East Blvd. and will evaluate alternatives to design the drainage improvements around them.

## Water Main Design

---

In an effort to minimize future construction within the project limits to install water mains, Kimley-Horn has experience in designing and implementing water main design in conjunction with the drainage improvements. Kimley-Horn understands the Town's Water Master Plan identified future 8-inch water main extensions within the project area that will expand the Town's water services and fire protection. The route of the proposed water mains will primarily consist of open cut methodology with horizontal directional drill installation at the intersections of Bessie Street and 6th Avenue and 9th Avenue and Main Street to minimize impacts to 6th Avenue and Main Street, which are major roadways within the Town's limits. Recently, Kimley-Horn provided engineering services for the Town on a similar drainage project that included the relocation of approximately 300 linear feet of a 6-inch ductile iron pipe water main along Park Avenue. Kimley-Horn understands what it takes to successfully design and construct a water main within the Town of Windermere and meet the design standards of Orange County Utilities.

We will work with Town staff to provide options for water main routes, with a focus to minimize impacts within the right of way and to adjacent property owners, during the 45% plans design phase. Once the water main routes have been selected by Town Council, Kimley-Horn will move forward to complete the design drawings and bidding guidance for the project. The survey will act as our base for design, incorporating geotechnical, and existing utility information. The construction plans for this project will be developed in an efficient and timely matter consistent with the Orange County Utilities Design Standards. Kimley-Horn strives to provide continuous value engineering by focusing on better decisions, better information, better analysis, cost reductions, increased productivity, and accurate deliverables throughout all phases of the project. Therefore, it is anticipated a design schematic will be submitted to the Town at the 45% design stage and construction plans submittals at 90% and 100% design stages. Each deliverable will be presented to the Town staff to minimize your time examining the plans. Specific areas of concern or operational impact will be highlighted during these reviews for your staff's concurrence. After presenting the plans, Town staff will have time to review the plans further and pose any questions or comments to the design team. Kimley-Horn will meet in the field or office as necessary to discuss the Town staff's comments and ensure our efforts are directed toward efficient completion of the next design deliverable. The presentation of deliverables allows your staff a guided review session of the pipeline design, rendering the most efficient exposure for your staff to the project components.

The anticipated permitting efforts include Orange County Utilities approvals and the Florida Department of Environmental Protection (FDEP) construction permit. These permits will be applied for following the 90% design submittal. Once the permits are in hand and the design is complete, Kimley-Horn will assist the Town with bidding services.

## Construction Administration Services

---

After the construction plans are completed, our team will provide bidding and construction administration services. Our full-service consulting includes comprehensive construction administration services with experienced staff in all construction activities associated with this project. Our team will be available to attend pre-construction conferences and regular project meetings, and provide review and approval of pay applications, as well as all other activities required to achieve well-coordinated construction of proposed improvements. Our construction phase services also include providing site observations, reviewing shop drawings, responding to requests for information, coordinating punch list items, and assisting with project closeout.

## Schedule and Cost Control

---

Based on our project team's extensive experience working on similar projects, we have developed project management and reporting procedures that allow our team to track project progress and control schedules and costs.

### Schedule Control

Kimley-Horn also has the necessary project experience, staff resources, and availability to ensure the project flows smoothly from design into construction. *Since this is the same team that recently completed the Butler and Bessie Street Drainage Study projects, we have the experience and knowledge to streamline the project schedule to meet the FEMA grant deadlines and exceed your expectations.*

# ENGINEERING SERVICES

Butler & Bessie Basin Stormwater Maintenance Improvements  
RFQ No. 2020-03



All schedules will be prepared using Microsoft project or Primavera using a Critical Path Method format to identify driving tasks. We will continually manage these driving tasks to ensure they comply and avoid impacts on the project schedule. Our project manager will discuss the initial project schedule with the Town, showing all deliverables and milestones. Once the Town has accepted the initial schedule, we will monitor progress and notify the Town of any deviations to the schedule, prepare schedule updates as needed, and communicate accordingly with Town staff. We will also use Microsoft Teams to alert all team members and track milestone dates, deadlines, and related activities to enhance communication with Town Staff staff.

Project Schedule						
Tasks	Months					
	1	2	3	4	5	6
Data Collection	[Yellow bar]					
45% Plans Phase	[Yellow bar]					
90% Plans Phase				[Yellow bar]		
Permitting				[Yellow bar]		
100% Plans						[Yellow bar]

## Project Management

Our project manager, **Hao Chau, P.E.**, will keep the Town Staff informed of progress continually via weekly telephone and email updates and progress meetings. This approach has worked effectively on previous assignments with the Town and other municipal clients. We will also provide all team members with our approved project management plan that includes agreed upon scope of services, staff hours, and project schedule, including a list of critical milestones. Our schedule will be updated monthly to ensure progress is being continuously made. We have the staff resources and availability to make sure all tasks are completed on schedule.

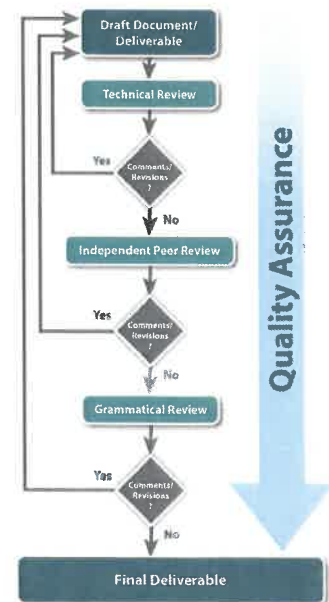
## Cost Control

**Hao Chau, P.E.**, will actively monitor project charges posted to each task assignment on a bi-monthly timeframe to ensure our expenditure is progressing in accordance with the project scope and schedule. All our project managers receive bi-weekly project detail and monthly summary reports showing expenditures subdivided by task and having continuous online access to our project accounting system. These are used to monitor progress on the project, prepare monthly invoices and progress reports, and assess budgets. This proactive monitoring procedure has had a consistent record of completing our projects within budget.

For construction cost control, we will take ownership of the construction budget from notice to proceed through project completion. *We will prepare an initial engineer's estimate at the beginning of the project and continually update it through each phase submittal to minimize risks to the Town and avoid any budget surprises. We will provide innovative options to reduce construction and maintenance costs.*

## Quality Assurance

A project specific quality assurance/quality control (QA/QC) program will be developed under this contract for approval by the Town. **Fred Burkett, P.E.** will serve as our QA/ QC manager and will enforce the terms and conditions of the approved QA/QC program. The experience of our QA/QC manager allows us to provide a superior focus on quality deliverables, adherence to schedule, and budget requirements. Our proven multidisciplinary QA/QC program focuses on constructability to avoid issues during construction, saving time and money.





## **ENGINEERING SERVICES**

Butler & Bessie Basin Stormwater Maintenance Improvements

RFO No. 2020-03



### **5. Required Forms**

- Response Cover
- Hold Harmless Agreement
- Certificate of Insurance
- Non-Collusion Affidavit
- Drug Free Workplace Form



# RFQ #2020-03: Engineering Services: Butler & Bessie Basin Stormwater Maintenance Improvements

**RESPONSE TO:** RFQ #2020-03: Engineering Services: Butler & Bessie Basin  
Stormwater Maintenance Improvements  
**ROBERT SMITH, TOWN MANAGER**  
614 MAIN ST. WINDERMERE, FL 34786

I acknowledge receipt of any/all Addenda: 

I have included:


- Hold Harmless Agreement
- Certificate of Insurance
- Non-Collusion Affidavit
- Drug Free Workplace Form

Mailing Address:

Kimley-Horn and Associates, Inc. TELEPHONE 407.898.1511  
189 South Orange Avenue, Suite 1000 FAX: 561.863.8175  
Orlando, Florida 32801 DATE 1/8/2021

BY signing and submitting this proposal, I am certifying that (a) I am a citizen of the United States; (b) I am not a member or an employee of any taxing authority; and (c) I do not represent any property owner in an administrative or judicial review of property tax issues.

  
Signature of Respondent

  
Witness  
Amy McGreger, Vice President

STATE OF FLORIDA  
COUNTY OF Orange

Sworn to (or affirmed) and subscribed before me this 8<sup>th</sup> day of January 20 21, by (name of person making statement).  
By means of  physical presence or  online notarization.

  
Notary Public



Personally Known  OR Produced Identification   
Type of Identification Produced \_\_\_\_\_

My Commission Expires 01/05/2024

RFQ #2020-03: Engineering Services: Butler & Bessie Basin  
Stormwater Maintenance Improvements

**HOLD HARMLESS AGREEMENT**

I Hao Chau, P.E. (Respondent) agrees to indemnify and hold the Town harmless for any and all claims, liability, losses and causes of action which may arise out of its fulfillment of the contract awarded pursuant to this RFQ. It agrees to pay all claims and losses, including related court costs and reasonable attorneys' fees, and shall defend all suits filed due to the negligent acts, error or omissions of Respondent or employees and/or agents of Respondent.

In the event the completion of a project awarded pursuant to this RFQ (to include the work of others) is delayed or suspended as a result of the Respondent's failure to purchase or maintain the required insurance, the Respondent shall indemnify the Town from any and all increased expenses resulting from such delay.

[Signature]  
Signature of Respondent

Amy L. McGreger  
Witness  
Amy McGreger, Vice President

STATE OF FLORIDA  
COUNTY OF Orange

Sworn to (or affirmed) and subscribed before me this 8th day of January 20 21, by (name of person making statement).

By means of  physical presence or  online notarization

[Signature]  
Notary Public



Personally Known  OR Produced Identification   
Type of Identification Produced \_\_\_\_\_

My Commission Expires 01/05/2024



Client#: 25320

KIMLHORN

ACORD™

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/28/2020

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER <b>Greyling Ins. Brokerage/EPIC</b> 3780 Mansell Road, Suite 370 Alpharetta, GA 30022	CONTACT NAME: <b>Jerry Noyola</b>		
	PHONE (A/C, No, Ext): <b>770-552-4225</b>	FAX (A/C, No): <b>866-550-4082</b>	
E-MAIL ADDRESS: <b>jerry.noyola@greyling.com</b>			
INSURED <b>Kimley-Horn and Associates, Inc.</b> 421 Fayetteville Street, Suite 600 Raleigh, NC 27601	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : National Union Fire Ins. Co.		<b>19445</b>
	INSURER B : Aspen American Insurance Company		<b>43460</b>
	INSURER C : New Hampshire Ins. Co.		<b>23841</b>
	INSURER D : Lloyds of London		<b>85202</b>
	INSURER E :		
INSURER F :			

## COVERAGES

CERTIFICATE NUMBER: 20-21

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 INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:		5268169	04/01/2020	04/01/2021	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$25,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY		4489663	04/01/2020	04/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$0		CX005FT20	04/01/2020	04/01/2021	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A	015893685 (AOS) 015893686 (CA)	04/01/2020 04/01/2020	04/01/2021 04/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D	Professional Liab incl. Poll. Liab.		B0146LDUSA2004949	04/01/2020	04/01/2021	Per Claim \$2,000,000 Aggregate \$2,000,000

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

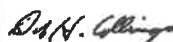
## CERTIFICATE HOLDER

Sample Certificate

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



© 1988-2015 ACORD CORPORATION. All rights reserved.

RFQ #2020-03: Engineering Services: Butler & Bessie Basin  
Stormwater Maintenance Improvements

NON-COLLUSION AFFIDAVIT

I Hao Chau, P.E. (Respondent) of the firm of Kimley-Horn and Associates, Inc. (Respondent Firm Name) responded to the notice for calling for qualification for Auditing Services for the Town of Windermere. This proposal has been executed with full authority to do so. This response has been arrived at independently without collusion, consultation, communication or agreement for the purposes of restricting competition, as to any matter relating to qualifications or responses of any other responder or with any competitor, and no attempt has been made or will be made by the Responder to induce any other person, partnership or corporation to submit, or not to submit, a response for the purpose of restricting competition;

The Statements contained within this affidavit are true and correct, and made with full knowledge that the Town of Windermere relies upon the truth of the statements contained in this affidavit in awarding contracts for said services.

[Signature]  
Signature of Respondent

Amy L. McGreger  
Witness  
Amy McGreger, Vice President

STATE OF FLORIDA  
COUNTY OF Orange

Sworn to (or affirmed) and subscribed before me this 8th day of January 20 21, by (name of person making statement). By means of  physical presence or  online notarization.

[Signature]  
Notary Public



Personally Known  OR Produced Identification   
Type of Identification Produced \_\_\_\_\_

My Commission Expires 01/05/2024

# RFQ #2020-03: Engineering Services: Butler & Bessie Basin Stormwater Maintenance Improvements

---

## DRUG FREE WORKPLACE CERTIFICATION

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 an employee 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, available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees from drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under this solicitation a copy of the statement specified in subsection (1) above.
4. In the statement specified in subsection (1), notify the employees that, as a condition of working in the commodities or contractual services that are under this solicitation, the employee will abide by the terms of the statement and will notify the employee 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 work place 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 this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

  
\_\_\_\_\_  
Signature of Respondent

  
\_\_\_\_\_  
Witness  
Amy McGreger, Vice President

# AIA<sup>®</sup> Document B102™ – 2017

## **Standard Form of Agreement Between Owner and Architect without a Predefined Scope of Architect's Services**

### **Standard Form of Agreement Between Owner and Engineer without a Predefined Scope of Engineer's Services**

**AGREEMENT** made as of the 4th day of February in the year 2021  
(*In words, indicate day, month and year.*)

**BETWEEN** the Engineer's client identified as the Owner:  
(*Name, legal status, address and other information*)

**Town of Windermere, Florida, a municipal corporation chartered and operating under the laws of the State of Florida**  
614 Main Street  
Windermere, FL 34786

and the Engineer:  
(*Name, legal status, address and other information*)

Kimley Horn and Associates, Inc.  
189 S. Orange Avenue, Suite 1000  
Orlando, FL 32801

for the following (hereinafter referred to as "the Project"):  
(*Insert information related to types of services, location, facilities, or other descriptive information as appropriate.*)

Butler Street and 7<sup>th</sup> Avenue Stormwater Maintenance Improvements  
Windermere, Florida

The Owner and Engineer agree as follows.

#### **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.

## TABLE OF ARTICLES

1	ENGINEER'S RESPONSIBILITIES
2	OWNER'S RESPONSIBILITIES
3	COPYRIGHTS AND LICENSES
4	CLAIMS AND DISPUTES
5	TERMINATION OR SUSPENSION
6	COMPENSATION
7	MISCELLANEOUS PROVISIONS
8	SPECIAL TERMS AND CONDITIONS
9	SCOPE OF THE AGREEMENT

### ARTICLE 1 ENGINEER'S RESPONSIBILITIES

§ 1.1 The Engineer shall provide the following professional services:

*(Describe the scope of the Engineer's services or identify an exhibit or scope of services document setting forth the Engineer's services and incorporated into this document in Section 9.2.)*

The Scope of Services is attached as Exhibit "A" ("Scope of Services"). The schedule for the Engineer's Scope of Services is set forth in Exhibit "A". Owner retains the right to reduce the scope of any portion of the Scope of Services. In such event, Owner shall be entitled to proportionally reduce the Engineer's compensation.

§ 1.1.1 The Engineer represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 1.2 The Engineer shall perform its services consistent with the professional skill and care ordinarily provided by Engineers practicing in the same or similar locality under the same or similar circumstances. The Engineer shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. The Engineer shall, without additional compensation, correct and revise any errors or deficiencies in its designs, drawings, specifications, and services.

§ 1.3 The Engineer identifies the following representative authorized to act on behalf of the Engineer with respect to the Project.

Hao T. Chau, P.E.

Project Manager

[Hao.Chau@kimley-horn.com](mailto:Hao.Chau@kimley-horn.com)

§ 1.4 Except with the Owner's knowledge and consent, the Engineer shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Engineer's professional judgment with respect to this Project.

§ 1.5 The Engineer shall maintain at its own expense, the following insurance until four (4) years after the termination of this Agreement.

§ 1.5.1 Commercial General Liability with policy limits of not less than one million dollars (\$1,000,000) for each occurrence and two million dollars (\$2,000,000) in the aggregate for bodily injury and property damage and umbrella excess liability coverage of five million dollars (\$5,000,000).



§ 1.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Engineer with policy limits of not less than one million dollars (\$1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 1.5.3 The Engineer may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 1.5.1 and 1.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 1.5.4 Workers' Compensation at statutory limits.

§ 1.5.5 Employers' Liability with policy limits not less than one million dollars (\$ 1,000,000) each accident, one million dollars (\$ 1,000,000) each employee, and one million dollars (\$ 1,000,000 ) policy limit.

§ 1.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than one million dollars (\$ 1,000,000 ) per claim and two million dollars (\$2,000,000) in the aggregate.

§ 1.5.7 Additional Insured Obligations. The Engineer shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Engineer's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 1.5.8 The Engineer shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 1.5 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. Each policy shall contain a provision that the policy will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner.

§ 1.5.9 Engineer shall require its professional and licensed subconsultants to maintain a minimum of \$1,000,000 per occurrence for General Liability insurance, \$1,000,000 automobile liability insurance, statutory workers' compensation coverage, and if such subconsultant has a professional license, \$1,000,000 per occurrence for Professional Liability Insurance.

## ARTICLE 2 OWNER'S RESPONSIBILITIES

§ 2.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 2.2 The Owner identifies the following representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Engineer's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Engineer's services.

*(List name, address, and other contact information.)*

Robert Smith, Town Manager  
Town of Windermere  
614 Main Street  
Windermere, Florida 34786  
[rsmith@town.windermere.fl.us](mailto:rsmith@town.windermere.fl.us)  
407-876-2563 x 5324

§ 2.3 The Engineer shall coordinate the services of Owner's consultants with those services provided by the Engineer. Upon the Engineer's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Engineer in this Agreement, or authorize the Engineer to furnish them as an Additional Service.

§ 2.4 Electronic mail may be used by the parties for notices using the email addresses in §1.3 and §2.2.

*(Paragraphs deleted)*

### ARTICLE 3 COPYRIGHTS AND LICENSES

§ 3.1 Drawings, specifications, reports, and all other documents, including those in electronic form, prepared by the Engineer and the Engineer's consultants ("Design Documents") are the sole and exclusive property of the Owner, shall be considered as being specially ordered by Owner as "works made for hire" under 17 U.S.C. §101, and may be used in any manner at the sole discretion of Owner. Owner shall have full and sole ownership rights to the Design Documents, regardless of any payment disputes with Engineer. Engineer shall furnish Owner with such reproductions of any Design Documents as the Owner may request at any time in both electronic and printed form. Any reproductions shall be the sole and exclusive property of the Owner who may use them without Engineer's permission for any purpose determined to be proper by the Owner. Owner shall own all rights, copyrights, or other intellectual property there may be with respect to the Design Documents. In the event that the Design Documents are held not to be "works made for hire", then Engineer agrees that all Design Documents, whether in final form or draft, which result from any Services performed by Engineer under this Agreement, are hereby assigned exclusively to Owner, including any copyright, patent, trademark, and all other intellectual property rights. In all cases, Engineer further hereby expressly assigns all of its present and future rights therein to Owner, and agrees to execute and furnish, and to cause all the Engineer's consultants to execute and furnish, in favor of Owner separate assignment documents from time to time as requested by Owner. This Section shall survive any termination or expiration of this Agreement. The Engineer shall be entitled to retain copies of the Design Documents for the Engineer's use and records. Owner shall be free to use the Design documents for any purpose, including, but not limited to, completion, renovation, additions, and expansion of the Project. The Engineer shall have no liability for the Owner's use of the Design Documents for a use unrelated to the Project. Engineer shall require language in each of its subconsultants' contracts providing for Owner's ownership of all Project documents and the Design Documents.

§ 3.2 The provisions of this Article 3 shall survive the termination of this Agreement.

*(Paragraphs deleted)*

### ARTICLE 4 CLAIMS AND DISPUTES

#### § 4.1 General

§ 4.1.1 The Owner and Engineer shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by Florida law.

§ 4.1.2 To the extent damages are covered by property insurance, the Owner and Engineer waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in Owner's revised AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Engineer, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 4.1.3 The Engineer and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement. Redesign and remedial construction costs shall not be considered "consequential damages".

#### § 4.2 Mediation

§ 4.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation pursuant to Florida Statutes as a condition precedent to binding dispute resolution.

§ 4.2.2 The Owner and Engineer shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be in accordance with Florida Statutes. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

§ 4.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 4.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 4.2, the method of binding dispute resolution shall be the following:  
(Check the appropriate box.)

- Arbitration pursuant to Section 4.3 of this Agreement
- Litigation in a court of competent jurisdiction with exclusive venue in Orange County, Florida.
- Other (Specify)

If the Owner and Engineer do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 4.3 not used.

(Paragraphs deleted)

§ 4.4 The provisions of this Article 4 shall survive the termination of this Agreement.

#### ARTICLE 5 TERMINATION OR SUSPENSION

§ 5.1 If the Owner fails to make payments to the Engineer in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Engineer's option, cause for suspension of performance of services under this Agreement. If the Engineer elects to suspend services, the Engineer shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Engineer shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Engineer all sums due prior to suspension.

§ 5.2 If the Owner suspends the Project, as its sole remedy, the Engineer shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Engineer's fees for the remaining services and the time schedules shall remain the same as set forth in this Agreement.

§ 5.3 If the Owner suspends the Project for more than 180 cumulative days for reasons other than the fault of the Engineer, the Engineer may terminate this Agreement by giving not less than seven days' written notice.

§ 5.4 Either party may terminate this Agreement upon not less than seven (7) days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 5.5 The Owner may suspend or terminate this Agreement upon not less than seven (7) days' written notice to the Engineer for the Owner's convenience and without cause.

§ 5.6 If the Owner terminates or suspends this Agreement for its convenience pursuant to Section 5.5, the Engineer terminates this Agreement pursuant to Section 5.1, or the Engineer terminates this Agreement pursuant to Section 5.3, the Owner shall compensate the Engineer for services performed prior to termination, together with Reimbursable



Expenses incurred, which compensation shall be Engineer's sole and exclusive remedy for any termination or suspension.

**§ 5.7**

*(Paragraphs deleted)*

not used.

**§ 5.8** Except as otherwise expressly provided herein, this Agreement shall terminate

*(Check the appropriate box.)*

- One year from the date of commencement of the Engineer's services
- One year from the date of Substantial Completion of the Construction of the Project.
- Other  
*(Insert another termination date or refer to a termination provision in an attached document or scope of service.)*

If the Owner and Engineer do not select a termination date, this Agreement shall terminate one year from the date of commencement of the Engineer's services.

*(Paragraph deleted)*

**ARTICLE 6 COMPENSATION**

**§ 6.1** The Owner shall compensate the Engineer as set forth below for services described in Section 1.1, or in the attached exhibit or scope document incorporated into this Agreement in Section 9.2.

*(Insert amount of, or basis for, compensation or indicate the exhibit or scope document in which compensation is provided for.)*

As set forth in Exhibit A.

**§ 6.2 Compensation for Reimbursable Expenses**

**§ 6.2.1** Reimbursable Expenses are in addition to compensation set forth in Section 6.1 and include expenses incurred by the Engineer and the Engineer's consultants directly related to the Project, as follows:

- .1 not used;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets; but only if authorized in writing in advance by the Owner;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project; but only if authorized in writing in advance by the Owner;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates, but only if authorized in writing in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project; but only if authorized in writing in advance by the Owner;
- .8 not used; and
- .9 All taxes levied on professional services and on reimbursable expenses;

*(Paragraphs deleted)*

**§ 6.2.2** For Reimbursable Expenses the compensation shall be the actual expenses incurred by the Engineer and the Engineer's consultants without markup. Reasonable back-up documentation such as receipts shall be submitted with any invoices for Reimbursable Expenses. Travel expenses are not reimbursable

**§ 6.2.3**

AIA Document B102™ – 2017. Copyright © 1917, 1926, 1948, 1951, 1953, 1958, 1961, 1963, 1966, 1967, 1970, 1974, 1977, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 17:49:45 ET on 02/03/2021 under Order No.0912213270 which expires on 08/15/2021, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.

User Notes:

(1934047093)



*(Paragraphs deleted)*

**Additional Services.** Compensation for Additional Services that are not include in the Scope of Services shall be negotiated by the Owner and Engineer at the time of Owner's request for said Additional Services. Engineer shall not perform and shall not be entitled to any payment for such Additional Services unless the Owner and Engineer execute a written document setting forth a description of the Additional Services and the compensation to be paid for same in advance of Engineer performing such Additional Services. Before negotiating Additional Services, Engineer shall provide Owner with a list of personnel, proposed hourly rates, hours for each task, and itemization of proposed reimbursables for Owner's review, and any other additional information Owner may require. Subconsultants shall provide the same information on Subconsultant's letterhead for their Additional Services. The costs of any Additional Services performed without prior written authorization are waived by Engineer. The maximum hourly rates for Additional Services are stated in Exhibit "A".

### § 6.3 Payments to the Engineer

§ 6.3.1 Submittal of Invoices. Invoices shall be submitted by electronic mail to Owner, confirmed returned receipt to the Town's Director of Finance, Nora White at [nwhite@town.windermere.fl.us](mailto:nwhite@town.windermere.fl.us) with a copy to the Town Manager, Robert Smith at [rsmith@town.windermere.fl.us](mailto:rsmith@town.windermere.fl.us) and the Project Manager, John Fitzgibbon at [jfitzgibbon@town.windermere.fl.us](mailto:jfitzgibbon@town.windermere.fl.us) Engineer's invoices shall be supported by such data substantiating the Engineer's right to payment as the Owner may require, such as, but not limited to, copies of invoices from subconsultants, receipts for supplies and Reimbursable Expenses, and records of detailed description of services performed, and time and names of personnel performing the services.

*(Paragraph deleted)*

### § 6.3.2 Progress Payments

§ 6.3.2.1 Unless otherwise agreed, payments for services shall be made monthly for the completion and delivery to Owner of each deliverable described in Exhibit "A". Payments are due and payable thirty ( 30) days after the date of Owner's approval of the Engineer's properly prepared and completed invoice. Amounts unpaid after the due date shall bear interest at the rate entered below:

*(Insert rate of monthly or annual interest agreed upon.)*

Per Florida Statute Chapter 218:

*(Paragraphs deleted)*

## ARTICLE 7 MISCELLANEOUS PROVISIONS

§ 7.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules.

§ 7.2 Except as separately defined herein, terms in this Agreement shall have the same meaning as those in the Owner's revised AIA Document A201™-2017, General Conditions of the Contract for Construction.

§ 7.3 The Owner and Engineer, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Engineer shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Engineer by the Owner prior to the assignment.

§ 7.4 The parties shall agree upon protocols governing the transmission and use of Design Documents or any other information or documentation in digital form.

*(Paragraph deleted)*

§ 7.5 If the Owner requests the Engineer to execute certificates, the proposed language of such certificates shall be submitted to the Engineer for review at least 14 days prior to the requested dates of execution. If the Owner requests the Engineer to execute consents reasonably required to facilitate assignment to a lender, the Engineer shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Engineer for review at least 14 days prior to execution. The Engineer shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 7.6 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Engineer.

§ 7.7 Unless otherwise required in this Agreement, the Engineer shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site, except in the case of the Engineer specifying the use of such substance. Engineer shall notify the Owner immediately upon Engineer's discovery of any hazardous or toxic substance on the Project site.

§ 7.8 The Engineer shall have the right to include photographic or artistic representations of the design of the Project among the Engineer's promotional and professional materials, subject to the prior written approval of Owner which approval shall not be unreasonably withheld or delayed. The Engineer shall be given reasonable access to the completed Project to make such representations. However, the Engineer's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Engineer in writing of the specific information considered by the Owner to be confidential or proprietary. The Engineer shall coordinate all press releases and promotional/industry articles with the Owner and the Owner shall pre-approve all press releases and articles, which approval shall not be unreasonably withheld or delayed. This Section 7.8 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 5.4.

§ 7.9 This is a public project. In general all information and documents are public records except confidential information pursuant to Florida Statute Chapter 119. If confidential, Engineer shall keep such information strictly confidential and shall not disclose it to any other person except only as permitted by Florida Statute Chapter 119. This Section 7.9 shall survive the termination of this Agreement.

§ 7.9.1 not used.

§ 7.10 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

## ARTICLE 8 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

*(Include other terms and conditions applicable to this Agreement.)*

1. **Availability of Funds.** All activities under or pursuant to this Agreement are subject to the availability of appropriated funds to the Owner, the Town of Windermere. Owner shall immediately notify Engineer should funds become unavailable. In such case, either party shall have the right to stop work and/or terminate this Agreement.

### 2. Public Records.

a. To the extent Engineer is acting on behalf of Owner as provided under Subsection 119.011(2) of the Florida Statutes, Engineer shall:

i. Keep and maintain public records required by Owner to perform the services under this Agreement.

ii. Upon request from Owner's custodian of public records, provide Owner 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 costs provided in Chapter 119 of the Florida Statutes or otherwise provided by law.

iii. 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 Agreement term and following completion of the Agreement if the Engineer does not transfer the records to Owner.

iv. Upon completion of the Agreement, transfer, at no cost, to Owner all public records in possession of Engineer or keep and maintain public records required by Owner to perform the service. If the Engineer transfers all public records to Owner upon completion of the Agreement, the Engineer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Engineer keeps and maintains public records upon completion of the Agreement, the Engineer shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Owner, upon request from Owner's custodian of public records, in a format that is compatible with the information technology systems of Owner.



b. If the Engineer fails to provide the public records to Owner within a reasonable time the Engineer may be subject to penalties under Section 119.10 of the Florida Statutes. Further, Owner may exercise any remedies at law or in equity, including, without limitation, the right to (i) impose sanctions and assess financial consequences, (ii) withhold and/or reduce payment, and (iii) terminate this Agreement in accordance with the terms hereof.

Engineer shall defend, at its own cost, indemnify, and hold harmless Owner, their officers, directors, and employees from and against all claims, damages, losses, and expenses, (including but not limited to fees and charges of attorneys or other professionals and court and arbitration or other dispute resolution costs) arising out of or resulting from Engineer's failure to comply with the terms of this Section.

c. **IF THE ENGINEER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ENGINEER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT OWNER'S CUSTODIAN OF PUBLIC RECORDS FOR THIS PROJECT, DOROTHY BURKHALTER AT 407-876-2563 X 5323, DBURKHALTER@TOWN.WINDERMERE.FL.US, 614 MAIN STREET, WINDERMERE, FLORIDA 34786.**

3. **Sovereign Immunity.** Owner's limits of liability are set forth in Section 768.28 of the Florida Statutes, and nothing herein shall be construed to extend the liabilities of Owner beyond that provided in Section 768.28 of the Florida Statutes. Nothing herein is intended as a waiver of Owner's sovereign immunity under Section 768.28 of the Florida Statutes. Nothing hereby shall inure to the benefit of any third party for any purpose, including but not limited to anything which might allow claims otherwise barred by sovereign immunity or operation of law. Furthermore, all of Owner's obligations under this Agreement are limited to the payment of no more than the per person amount limitation and the aggregate contained in Section 768.28 of the Florida Statutes, even if the sovereign immunity limitations of that statute are not otherwise applicable to the matters as set forth herein.

In no event shall Owner be liable to Engineer for indirect, special, or consequential damages, including, but not limited to, loss of revenue, loss of profit, cost of capital, or loss of opportunity regardless of whether such liability arises out of contract, tort (including negligence), strict liability, or otherwise. Owner shall not assume any liability for the acts, omissions, or negligence of Engineer, its agents, servants, employees, or subconsultants. In all instances, Engineer shall be responsible for any injury or property damage resulting from any activities conducted by Engineer.

4. **No Harassment.** Engineer shall provide a harassment-free workplace, with any allegation of harassment given priority attention and action by management. Engineer shall insert a similar provision in accordance with this section, in all subcontracts for this Project.

5. **Independent Contractor.** Engineer is and shall remain an independent contractor and not an employee or agent of Owner. There are no intended or unintended third party beneficiaries of this Agreement, and no parties other than the Owner and Engineer shall have the right to enforce this Agreement. This Agreement shall not be construed as a teaming, joint venture or other such arrangement. Nothing in this Agreement shall grant to either party the right to make commitments of any kind for or on behalf of the other party without the prior written consent of the other party.

6. **Non-Discrimination.** Engineer and its subconsultants shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. Engineer shall take affirmative action to ensure that qualified applicants are employed if work is available and that employees are treated during employment without regard to their race, religion, color, sex, creed, handicap, marital status, or national origin. Engineer agrees to post in places available to all employees and applicants for employment, notices setting forth the policies of nondiscrimination.

Engineer shall, in all solicitations or advertisements for employees, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, creed, handicap, marital status, or national origin.

7. **Public Entity Crime Notice.** Engineer affirms that it is aware of the provisions of Section 287.133(2)(a), Florida Statutes, and that at no time has Engineer been convicted of a Public Entity Crime. Engineer agrees that it shall not violate such law and further acknowledges and agrees that any conviction during the term of this Agreement may result in termination of this Contract by Owner.

8. **Records.** Engineer shall preserve all contract records and documents for the entire term of this Agreement and for five (5) years after the later of: (i) the date of submission of Engineer's final services, or (ii) until all claims (if any) regarding the Agreement are resolved. During such period of time, Engineer shall retain and maintain all records and make such records available for an audit as may be requested by Owner. The records shall be subject at all times to inspection, review, or audit by Owner, FEMA Administrator, State personnel of the Office of the Auditor General, Chief Financial Officer, Office of the Chief Inspector General, the Comptroller General of the United States, and the State of Florida, Division of Emergency Management, and any of their duly authorized representatives. Owner and the foregoing may, at any time and for any reason whatsoever, review, audit, copy, examine and investigate in any manner, any records of Engineer which include, but are not limited to, papers, books, documents, vouchers, bills, invoices, requests for payment, accounting records, and other supporting documentation, which according to generally accepted accounting principles, procedures and practices, sufficiently and properly reflect all costs expended in the performance of this Agreement. Engineer agrees to reimburse Owner for the reasonable costs of investigation incurred by Owner, the Inspector General, State Auditor General or other authorized State or Federal official or agent for investigations of Engineer's compliance with the terms of this Agreement which results in disallowed costs. Such reasonable costs shall include, but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. In compliance with the Disaster Recovery Act of 2018, the Owner and the Engineer acknowledge and agree that no language in this Agreement is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

9. Whenever the term "Contractor" is used in the Contract Documents it shall refer to and mean "Construction Manager" or the "Contractor" as the case may be for the specific Project.

10. **No Use of Funds for Lobbying or Litigation.** Engineer shall not use any funds received pursuant to this Agreement for lobbying the Florida Legislature, the judicial branch, or any state agency. Engineer shall not use any funds received pursuant to this Agreement for any legal action against Owner.

11. **Discriminatory Vendor List.** Engineer represents that it is not on the State's discriminatory vendor list and that for services related to this Agreement, Engineer shall not transact business with any entity that has been placed on the State's discriminatory vendor list.

12. **No Contingency Fees.** Engineer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Engineer to solicit or secure this agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Engineer any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

13. **Schedule.** Engineer shall perform its services in accordance with the schedule set forth in Exhibit "A".

14. Whenever the term, "AIA Document A201-2007" is used in the Contract Documents, it shall refer to and mean the Town of Windermere's revised AIA A201-2017, Revised General Conditions of the Contract for Construction.

15. Engineer is familiar with and shall comply with all applicable federal, state and local laws, rules, regulations, and requirements, as applicable.

16. **E-Verify.** Engineer shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all employees hired by Engineer during the term of this Agreement; and Engineer shall expressly require any subconsultants to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all employees hired by the subconsultants during the contract term. The Department of Homeland Security's E-Verify system can be found at:

[http://www.dhs.gov/files/programs/gc\\_1185221678150.shtm](http://www.dhs.gov/files/programs/gc_1185221678150.shtm)

The employment by Engineer or any of its subconsultants of unauthorized aliens, as described by Section 274A(e) of the Immigration and Nationalization Act, shall be cause for termination of this Agreement. **Only those employees determined eligible to work within the United States shall be employed under this Agreement.**



17. **No Smoking.** Smoking and all tobacco products are prohibited on the Project site, and prohibited anywhere on Owner's property. Tobacco is defined as tobacco products including, but not limited to, cigars, cigarettes, e-cigarettes, pipes, chewing tobacco and snuff. Failure to abide by this policy may result in civil penalties levied under Chapter 386, Florida Statutes and/or contract enforcement remedies.

18. **Proposal Terms Not Incorporated.** In the event Engineer has presented a proposal to Owner which may contain terms and conditions other than a description of the scope of Services, such terms and conditions shall not be valid, shall not be enforceable, and shall not be considered a part of this Agreement. Only the description of the scope of Services to be performed shall be considered a part of this Agreement.

19. **COVID19.** Engineer's Fees include all amounts necessary to comply with all regulations, ordinances, and laws concerning COVID19, including PPE, sanitation, and social distancing requirements.

20. **Scrutinized Companies List.**

a. By executing this Agreement, Engineer certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725 of the Florida Statutes, (2) engaged in a boycott of Israel, (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473 of the Florida Statutes, or (4) engaged in business operations in Cuba or Syria. Pursuant to section 287.135(5) of the Florida Statutes, Owner may immediately terminate this Agreement for cause if the Engineer is found to have submitted a false certification as to the above or if the Engineer is placed on the Scrutinized Companies that Boycott Israel List, is engaged in a boycott of Israel, 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, during the term of the Agreement. If Owner determines that the Engineer has submitted a false certification, Owner will provide written notice to the Engineer. Unless the Engineer demonstrates in writing, within 90 calendar days of receipt of the notice, that Owner's determination of false certification was made in error, Owner shall bring a civil action against the Engineer. If Owner's determination is upheld, a civil penalty equal to the greater of \$2 million or twice the amount of this Agreement shall be imposed on the Engineer, and the Engineer will be ineligible to bid on any Agreement with a Florida agency or local governmental entity for three years after the date of Owner's determination of false certification by the Engineer.

b. If federal law ceases to authorize the states to adopt and enforce the contracting prohibition in this Section, this Section shall be null and void without further action of the parties.

21. **CADD.** The Engineer shall provide copies of the Design Documents to Owner prepared in 3D Revit, Sketchup, Autocad, or another CADD format approved by Owner.

22. **Subconsultants.** All subconsultants utilized by Engineer for the Project are subject to the approval of Owner. After approval from Owner, the Engineer shall not remove or substitute any of the subconsultants without the written consent of Owner which consent shall not be unreasonably withheld.

23. Engineer shall coordinate and conduct with the Owner and Engineer a Project Warranty Inspection at the Project site on a mutually convenient date within the 14 day period before the expiration of the Contractor's one (1) year warranty period.

24. The following documents and agreements are incorporated by reference and Engineer shall comply with all terms, conditions, and requirements of same to the same extent required of Owner:

Federally-Funded Subaward and Grant Agreement dated [REDACTED], 20 [REDACTED], Agreement No. [REDACTED], attached as Exhibit "B" ("Funding Agreement").

25. The provisions of Florida Statute Chapter 558 are waived by both Parties and shall not be applicable to this Agreement.

26. Engineer shall indemnify, defend, save and hold harmless the Owner and its officials, officers and employees to the fullest extent permitted by law from and against all claims, damages, losses, and costs, including but not limited to reasonable attorneys' fees to the extent caused by the negligence, recklessness, or intentional wrongful conduct of

Engineer and any other persons employed or utilized by Engineer in the performance of this Agreement. The provisions of this paragraph shall survive the expiration or earlier termination of this Agreement.

**27. Federal Non-Discrimination Requirements:**

During the performance of this contract, the Engineer agrees as follows:

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

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

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

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

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

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

(6) The Engineer will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

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

(8) The Engineer 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 Engineer will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

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

**28. Copeland Anti-Kickback Act.**

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

b. Subcontracts. The Engineer shall insert in any subcontracts the clause above and such other clauses as FEMA



may by appropriate instructions require, and also a clause requiring the subconsultants to include these clauses in any lower tier subcontracts. The Engineer shall be responsible for the compliance by any subconsultant with all of these contract clauses.

c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as provided in 29 C.F.R. Section 5.12.

## 29. Clean Air Act and Federal Water Pollution Act.

### Clean Air Act

1. The Engineer agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

2. The Engineer agrees to report each violation to the Owner and understands and agrees that the Owner will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The Engineer agrees to include these requirements in each subcontract.

### Federal Water Pollution Control Act

1. The Engineer agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

2. The Engineer agrees to report each violation to the Owner and understands and agrees that the Owner will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The Engineer agrees to include these requirements in each subcontract.

30. Waiver of Claims. Engineer hereby waives all claims against Owner, and its officials, officers, and employees for injury, death, damage, or loss arising from or related to activities conducted under this Agreement, including, but not limited to, for any injury to, or death of, Engineer's employees or the employees of Engineer's related entities, or for damage to, or loss of, Engineer's property or the property of its related entities arising from or related to activities conducted under this Agreement, whether such injury, death, damage, or loss arises through negligence or otherwise, except in the case of Owner's willful misconduct. Engineer waives all claims against Owner (except for such claims which result from the gross negligence or willful misconduct of the Owner) for any such loss, damage, personal injury or death occurring as a consequence of the conduct of activities or the performance of Engineer's responsibilities under this Agreement.

## 31. Suspension and Debarment

(1) This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Engineer is required to verify that none of the Engineer's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The Engineer must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by (insert name of recipient/subrecipient/applicant). If it is later determined that the Engineer did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (insert name of recipient/subrecipient/applicant), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The Engineer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this Agreement is in effect. Engineer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

32. This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of this Agreement. Engineer will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives. The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the non-Federal entity, Engineer, or any other party pertaining to any matter resulting from this Agreement.

33. Engineer is encouraged to use Florida's minority and service-disabled veteran businesses as subconsultants under this Agreement. The Certified Vendor Directory can be accessed from the website of the Florida Department of

Economic Opportunity of Management Services, Office of Supplier Diversity located at:  
[https://www.dms.myflorida.com/agency\\_administration/office\\_of\\_supplier\\_diversity\\_osd](https://www.dms.myflorida.com/agency_administration/office_of_supplier_diversity_osd)

34. It is the policy of Owner that disadvantaged business enterprises as defined in 49 CFR Part 26, as amended, shall have the maximum opportunity to participate in the performance of contracts under this Agreement. Engineer and its subconsultants agree to ensure that Disadvantaged Business Enterprises as defined in applicable federal and state regulations have the opportunity to participate in the performance of subcontracts under this Agreement. In this regard, Engineer shall take all necessary and reasonable steps in accordance with applicable federal and state regulations, to ensure that the Disadvantaged Business Enterprises have the opportunity to compete for and perform subcontracts.

35. **Prohibited Interests:** No member, officer, or employee of Owner during this tenure or for two years thereafter shall have any interest, direct or indirect, in this Contract or the proceeds thereof. Engineer and its subconsultants shall not enter into any contract, subcontract, or arrangement in connection with the Project or any property included or planned to be included in the Project, in which any member, officer, or employee of Owner during the term of this Agreement and for two years thereafter has any interest, direct or indirect. If any such present or former member, officer, or employee involuntarily acquires or had acquired prior to the beginning of his or her tenure with Owner, any such interest, and if such interest is immediately disclosed to Owner, Owner may waive the prohibition contained in this subsection, provided, that any such present member, officer or employee shall not participate in any action by Owner relating to such contract, subcontract, or arrangement. Engineer shall insert in each of their subcontracts, the following provision: "No member, officer, or employee of Owner during the term of this Agreement and for two years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

36. **Byrd Anti-Lobbying Certification:**

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Engineer certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Engineer understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

37. **Prohibited Gratuities.** Engineer shall not offer or give a gratuity (e.g., an entertainment or gift) to any officer, official, or employee of Owner.

**38. PURSUANT TO FLORIDA STATUTES, SECTION 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT OF ENGINEER MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE IN ANY CLAIM(S) ARISING OUT OF OR RELATED TO THIS AGREEMENT, THE SERVICES PERFORMED IN THIS AGREEMENT, OR THE PROJECT.**



39. No Individual Liability. No covenant or agreement contained in this Agreement shall be deemed to be the covenant or agreement of any individual officer, agent, employee, or representative of the Owner, in his or her individual capacity, and none of such persons shall be subject to any personal liability or accountability by reason of the execution of this Agreement, whether by virtue of any constitution, statute, or rule of law, or by the enforcement of any assessment or penalty, or otherwise. Further, Engineer waives and releases any and all claims of any kind against the individual officers, agents, employees, and representatives of the Owner.

40. To be eligible for payment, Engineer's costs must be in compliance with all laws, rules and regulations, including, but not limited to, to the extent applicable, the Reference Guide for State Expenditures:  
[http://www.myfloridacfo.com/aadir/reference\\_guide/](http://www.myfloridacfo.com/aadir/reference_guide/)

41. DHS LOGO. Engineer shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

42. With each pay request, Engineer shall provide a written report regarding the status of its performance under this Agreement for each task described in Exhibit "A". Engineer shall also provide a close-out report within 30 days of the final completion of the Project. Engineer shall provide any other reports required by the Funding Agreement.

43. Electronic Signatures. The Parties agree that this Agreement and any amendments may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. For purposes of this Agreement "electronic signature" includes faxed versions of an original signature, electronically scanned and transmitted versions (via pdf) of an original signature, and portable document formats which include, but are not limited to, Abode or DocuSign.

44. Engineer acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Engineer's actions pertaining to this Agreement.

## ARTICLE 9 SCOPE OF THE AGREEMENT

§ 9.1 This Agreement represents the entire and integrated agreement between the Owner and the Engineer and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Engineer.

§ 9.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B102™-2017, Standard Form Agreement Between Owner and Engineer
- .2 not used.

*(Paragraphs deleted)*

- .3 Exhibits:  
*(Check the appropriate box for any exhibits incorporated into this Agreement.)*

AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:  
*(Insert the date of the E204-2017 incorporated into this Agreement.)*

Other Exhibits incorporated into this Agreement:  
*(Clearly identify any other exhibits incorporated into this Agreement.)*

*(Paragraphs deleted)*

- Exhibit "A" – Scope of Services
- Exhibit "B" – Federally-Funded Subaward and Grant Agreement

This Agreement entered into as of the day and year first written above.

\_\_\_\_\_  
**OWNER** *(Signature)*

\_\_\_\_\_  
*(Printed name and title)*

\_\_\_\_\_  
**ENGINEER** *(Signature)*

\_\_\_\_\_  
*(Printed name, title, and license number, if required)*

**Butler Street and 7th Avenue Stormwater Maintenance Improvements  
February 1, 2021**

**Identification of Project:**

Project: Butler Street and 7th Avenue Stormwater Maintenance Improvements

Client: Town of Windermere

**Project Understanding:**

This proposal identifies the scope, schedule, and fee for engineering services for the 45% Design Plans for review by Town Council and Final Design Plans associated for the Drainage Improvements along existing dirt roads including portions of Butler Street, West 7<sup>th</sup> Avenue and Fernwood Park (Project).

The Project will consist of open and closed drainage conveyance systems while maintaining the existing width of the dirt roadways along Butler Street from West 6<sup>th</sup> Avenue to West 7<sup>th</sup> Avenue (approximately 550'), West 7<sup>th</sup> Avenue from Butler Street to Main Street (approximately 850') and Fernwood Park. The total project length is approximately 1,500 ft including side street returns. The improvements will include proposed drainage swales, inlets, pipes and stormwater management facilities needed to accommodate the water quantity and quality requirements prior to the discharge into Lake Butler through Fernwood Park.

All design work shall comply with the direction of Town Council provided at the 45% design review and prior to proceeding to the Final Design Phase. Kimley-Horn will coordinate with Town Staff early during the design for direction to limit impacts to existing features along the corridor as to not diminish the look, feel and charm of the area. Kimley-Horn will present the 45% Design Plans to the Town Council at up to two (2) meetings. Final Design work shall comply with the requirements of the appropriate regulatory agencies.

This proposal also includes:

- Engineering services for the design of stormwater management improvements at Fernwood Park
- Engineering services for design and permitting of an 8" water main along Butler Street from West 6<sup>th</sup> Avenue to West 7<sup>th</sup> Avenue and along West 7<sup>th</sup> Avenue from Butler Street to dirt Main Street.

**Specific Scope of Basic Services:**Task 1 – 45% Design Plans SubmittalA. Construction Plans

Based on the preferred alternative established in the Butler Street Drainage Study, which includes minimal impacts to the dirt road footprint, Kimley-Horn will prepare the 45% design package and construction plans for the drainage improvements in accordance with Town Staff direction, FDOT Drainage Manual, and requirements by regulatory agencies. Coordination with a certified arborist retained by the Town will be conducted early during this process. Kimley-Horn will present the 45% Design Plans to the Town Council at up to two (2) meetings.

The drainage plan and profile sheets will be prepared on 11"x17" half size sheets at a horizontal scale of 1" = 40'. The plans will be prepared on topographic information provided by a field survey completed during the Butler Street Drainage Study. The plan and profile sheets will show the horizontal and vertical information for the project. Various roadway elements such as dirt road widths, drainage swales, inlets, pipes, stormwater management facilities, intersecting roadways, driveways and right-of-way lines will be shown and dimensioned. The plans will include grading details for the drainage improvements along

Butler Street and West 7th Avenue. Kimley-Horn will evaluate the use of the Town property at the northeast corner of West 7th Avenue and Forest Street for stormwater retention.

Existing underground utilities will be shown based on information provided by the utility companies or as identified during surveying efforts from the Butler Street Drainage Study. Roadway soil profiles from auger borings will be shown.

#### B. Drainage Design

Drainage Map(s) will be prepared for the project at a scale of 1" = 200'. The drainage maps will show roadway drainage basins, pond locations, existing drainage features, offsite basins and flow patterns/arrows. Design information relative to the proposed storm sewer pipes, drainage structures and swales will be shown on the drainage plan and profile sheets. Proposed drainage structure cross sections are not included in this Task.

Kimley-Horn will design roadside swales and stormwater management as needed to accommodate the Project. Drainage calculations will be prepared and documented in a Drainage Report.

Kimley-Horn will design swales, inlets and pipes and expand the existing stormwater management pond at Fernwood Park as needed to accommodate the Project. The drainage design will incorporate water quality analysis results completed as a part of the Butler Street Drainage Study including design of a rain garden in place of the proposed dry detention pond within Fernwood Park. Drainage calculations will be prepared and documented in a Drainage Report.

### Task 2 – Final Design Plans Submittal

#### A. Construction Plans

Based on the coordination with Town Staff and Council established after the 45% Design Plans submittal, Kimley-Horn will prepare the Final Design and construction plans for the drainage improvements.

It is anticipated that Traffic Control Plans (TCP) will be prepared by the Contractor and is not included this Task.

Kimley-Horn will design the signing for the dirt roads in accordance with the current version of the Manual on Uniform Traffic Control Devices (MUTCD). The design will be shown on the drainage plan and profile sheets.

#### B. Permitting

It is anticipated that the drainage and water quality improvements will require a South Florida Water Management District (SFWMD) Environmental Resource Permit (ERP).

Kimley-Horn will provide water quality calculations in support of SFWMD ERP application.

Kimley-Horn will prepare and submit a permit application package to the SFWMD. Kimley-Horn will respond to up to two (2) Requests for Additional Information (RAI) from the SFWMD. The Town will be responsible for signing all necessary application forms and all application fees associated with the permit application.

### Task 3 – Fernwood Park Stormwater Improvements

Kimley-Horn will also evaluate the use of drainage swales and berms to address the stormwater runoff flowing through Fernwood Park and into Lake Butler. The drainage plan and profile sheets will be prepared on 11"x17" half size sheets at a horizontal scale of 1" = 40'. The plans will be prepared on topographic information provided by a field survey. The plan and profile sheets will show the horizontal



and vertical drainage information for the project. Various elements such as swales, inlets, pipes, existing dirt road width, and right-of-way lines will be shown and dimensioned. The rain garden landscape plans (Task 4) will be included in the construction plans.

#### Task 4 – Rain Garden Landscape Plans

Kimley-Horn will prepare Landscape Planting Plans and Details for one (1) rain garden located within the proposed project improvement area. The rain garden will be coordinated and designed in collaboration with the proposed dirt road and drainage improvements. The rain garden is anticipated to be located at Fernwood Park.

The proposed rain garden planting plan will include the following:

- One (1) plan view planting plan of the Rain Garden (at an appropriate scale) with plant locations and plant ID callouts
- One (1) plant schedule listing the proposed plantings within the rain garden
- Two (2) typical cross section details for the proposed planted rain garden
- Typical planting details and notes

Kimley-Horn will prepare the above documents for submittal to the Town and the SFWMD. Kimley-Horn will revise the documents per the Town and SFWMD comments up to two (2) times.

Final Deliverables for this task include one (11"x17") signed and sealed set of reproducible landscape plan drawings for the proposed rain garden location listed in the description above.

#### Task 5 – Subsurface Utility Verification

Kimley-Horn will retain the services of Southeastern Surveying and Mapping Corp. (Southeastern) to perform utility test holes. Refer to attached subconsultant proposal for additional information.

#### Task 6 – Bid Assistance Services

Kimley-Horn will prepare one (1) opinion of probable construction cost and one (1) contractor bid tabulation form for the Project for use by the Town during the bidding process. Kimley-Horn will attend one (1) pre-bid meeting and provide input as directed by the Client. Kimley-Horn will prepare responses to questions submitted by the contractors to the Town during the bidding period.

#### Task 7 – Construction Phase Services

Kimley-Horn will review concrete mix design and drainage structure shop drawings submitted by the Contractor in accordance with standard FDOT procedures. The Town will be responsible for the receipt, distribution, and disposition of all contractor submittals, including project logs. The term "shop drawings" include all drawings, diagrams, illustrations, transportation procedures, manuals, and design calculations submitted by the Contractor to define some portion of the project.

Kimley-Horn will provide written responses to the Town for up to five (5) Contractor Requests for Information (RFI).

Kimley-Horn will attend up to five (5) progress meetings during construction as requested by the Town. This task does not include engineering inspection services.

#### Task 8 – Water Main Construction Plans

Dirt road and drainage improvements are being designed along 7th Avenue and Butler Street. The Town's Water Master Plan identifies a future 8-inch water main that would service the area. In an effort to minimize future construction to install the water main, the Town has asked Kimley-Horn to include the work in this proposal. Kimley-Horn understands that the Town currently has two (2) 8-inch water mains at the intersections of 6th Avenue and Butler St and 7th Avenue and Old Main Street (dirt road). The

proposed water main will be approximately 1,300 linear feet and designed in the right-of-way.

Kimley-Horn will prepare 60%, 90%, and 100% utility construction plans for the 8-inch water main along 7th Avenue and Butler St. Kimley-Horn understands that the Town currently has existing 8-inch water mains which will provide connection points for the proposed 8-inch water main at the intersections of 6th Avenue and Butler St and 7th Avenue and Old Main Street. The water main will include water service connections and hydrants. Kimley-Horn understands that the residents will be responsible for the connection to the back of the meter and these plans will not be part of this design. The water main will be designed in accordance with the Orange County Utilities (OCU) standards.

The construction plan and profile sheets will be prepared on 11"x17" half size sheets at a horizontal scale of 1" = 40'. The plans will be prepared on topographic information provided by a field survey. The plan and profile sheets will show the horizontal and vertical information for the project as previously described.

Kimley-Horn will submit plans to OCU for review and comments at the 90% complete level. After receiving comments from OCU, Kimley-Horn will revise the drawings and submit the final 100% drawings to OCU for review and comments.

Kimley-Horn will prepare bid documentation and will assist the Town in bidding services. Bidding services include attending a pre-bid meeting, responding to addenda, and final construction documentation.

#### Task 9 – Water Main Permitting

Kimley-Horn will prepare and submit a Florida Department of Environmental Protection (FDEP) permit application for the water main extension. The final plans will be coordinated with OCU staff for their signatures on the permit applications.

#### Task 10 – Water Main Construction Phase Services

Kimley-Horn will attend the pre-construction meeting, review shop drawing submittals by the contractor, provide responses for up to five (5) RFI's, and attend up to three (3) progress meetings.

Kimley-Horn will prepare and submit the FDEP Clearance Form to the FDEP for approval.

The contractor will be responsible for providing as-built information and the required survey information for OCU's project closeout. Kimley-Horn will review the information provided by the contractor and prepare record drawings for the project.

#### Task 11 – Water Main Utility Investigation Services

Kimley-Horn will retain the services of ECHO UES, Inc. (ECHO) to perform identification and marking of existing utilities and up to four (4) utility verification test holes. Refer to attached subconsultant proposal for additional information.

#### Task 12 – Water Main Survey Services

Kimley-Horn will retain the services of PEC Survey and Mapping, LLC to perform survey services for the existing utilities identification and test holes described in Task 11.

#### Task 13 – Unpaved Road Project Maintenance Plan

##### A. Research / Site Assessment

A site assessment will be completed to understand the potential issues that will occur with unpaved the roadway. The topography, soils, and land cover play a part in the alignment and stability of the road.

- A review of the topography survey completed for this Project will be included to understand the slopes and grades that will contribute to the velocity of runoff in the area.
- A soil type assessment will be completed to understand the stability and permeability of the soils adjacent to the existing unpaved roadways.
- A vegetation / land cover assessment will be completed to understand the existing land cover and how it can help preserve erosion on slopes.

#### **B. Inventory**

An unpaved roadway and drainage structure inventory will be completed to identify locations that contribute to the Project basin that will need maintenance. Contributing basins will be identified to determine the amount of runoff that is coming to each drainage structure. This will help categorize areas of concern and determine which areas will need increased maintenance.

#### **C. Maintenance Schedule, Checklist, and Monitoring Plan**

Routine inspection and maintenance should be performed by Town staff to maintain the unpaved roadway and adjacent drainage systems. A maintenance plan will be developed and will consist of upkeep strategies for four (4) main areas of concern: roadway surface, side slopes, drainage system, and buffers. A maintenance schedule and checklist will be developed ensure proper care of the unpaved roadways and surrounding drainage systems.

#### ***Project Deliverables:***

- 45% Construction Plans
- Final Construction Plans
- Drainage Report
- SFWMD application package
- Rain Garden Landscape Plans
- Utility test hole data sheets
- Opinion of probable construction cost
- Contractor bid tabulation form
- Water Main Construction Plans
- Water Main application package
- Maintenance Plan

#### ***Additional Services if required:***

The following services are not included in this proposal, but may be performed if authorized by the Town. Payment for these additional services will be agreed upon prior to their performance.

- Sidewalk Design
- Traffic Control Plans
- Drainage structure cross sections
- Engineering inspection services
- Attendance at meetings in addition to those noted in the scope of services
- Concept development of additional alternatives
- Certified Arborist evaluation for tree preservation
- Lighting Plans

#### ***Information Provided By Client:***

The Town will provide the following information, upon which Kimley-Horn can rely:

- Available right of way data
- Available record or as-built plans
- Available permits
- Data regarding the existing road conditions

***Schedule:***

Tasks 1-5, 8-9, and 11-13 are anticipated to be completed within 180 calendar days. Tasks 6, 7 and 10 will be dependent on the Town's bidding process and the construction duration.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]



**Method of Compensation:**

It is understood this proposal is for a maximum amount of **\$163,647**.

Kimley-Horn will perform the **Drainage Improvement Design Services** in Tasks 1-7 for a lump sum fee of **\$100,317** inclusive of expenses. A breakdown of fee by task is provided in the table below.

Task	Fee
Task 1: 45% Design Plans Submittal	\$27,850
Task 2: Final Design Plans Submittal	\$32,460
Task 3: Fernwood Park Stormwater Improvements	\$7,680
Task 4: Rain Garden Landscape Plans	\$10,500
Task 5: Subsurface Utility Verification	\$2,947
Task 6: Bid Assistance Services	\$8,815
Task 7: Construction Phase Services	\$10,065

Kimley-Horn will perform the **Water Main Design Services** in Tasks 8-12 for a lump sum fee of **\$54,230** inclusive of expenses. A breakdown of fee by task is provided in the table below.

Task	Fee
Task 8: Water Main Construction Plans	\$33,160
Task 9: Water Main Permitting	\$2,730
Task 10: Water Main Construction Phase Services	\$15,590
Task 11 – Water Main Utility Investigation Services	\$2,500
Task 12 – Water Main Survey Services	\$250

Kimley-Horn will perform the **Maintenance Plan Services** in Tasks 13 for a lump sum fee of **\$9,100** inclusive of expenses. A breakdown of fee by task is provided in the table below.

Task	Fee
Task 13 – Unpaved Road Project Maintenance Plan	\$9,100

Lump sum fees will be invoiced monthly based upon the overall percentage of services performed. Payment will be due within 25 days of your receipt of the invoice.

ACCEPTED:

THE TOWN OF WINDERMERE, FLORIDA

KIMLEY-HORN AND ASSOCIATES, INC.



BY: \_\_\_\_\_

BY: \_\_\_\_\_

Hao T. Chau, PE

TITLE: \_\_\_\_\_

TITLE: Assistant Secretary/Project Manager

DATE: \_\_\_\_\_

DATE: 2/01/2021



February 1, 2021

**KIMLEY-HORN AND ASSOCIATES, INC.**

**Project: Butler Street and 7th Avenue  
Stormwater Maintenance Improvements**

**Client: Town of Windermere**

**Summary of Fees and Charges**

<b>PROJECT LABOR</b>	<b>Hours</b>	<b>Lump Sum</b>
<b>Project: Butler Street and 7th Avenue</b>	<b>1,012.0</b>	<b>\$ 157,950.00</b>
1. 45% Design Plans Submittal	180.0	\$ 27,850.00
2. Final Design Plans Submittal	210.0	\$ 32,460.00
3. Fernwood Park Stormwater Improvements	48.0	\$ 7,680.00
4. Rain Garden Landscape Plans	65.0	\$ 10,500.00
6. Bid Assistance Services	57.0	\$ 8,815.00
7. Construction Phase Services	59.0	\$ 10,065.00
8. Water Main Construction Plans	220.0	\$ 33,160.00
9. Water Main Permitting	18.0	\$ 2,730.00
10. Water Main Construction Phase Services	97.0	\$ 15,590.00
13. Unpaved Road Project Maintenance Plan	58.0	\$ 9,100.00
<b>SUBTOTAL KIMLEY-HORN LABOR FEES:</b>	<b>1,012.0</b>	<b>\$ 157,950.00</b>
Subconsultant: 5. Subsurface Utility Verification (Southeastern)		\$ 2,947.00
Subconsultant: 11. Water Main Utility Investigation Services (ECHO)		\$ 2,500.00
Subconsultant: 12. Water Main Survey Services (PEC)		\$ 250.00
<b>Total Subconsultant</b>		<b>\$ 5,697.00</b>
<b>GRAND TOTAL FEES AND CHARGES:</b>		<b>\$ 163,647.00</b>



Consultant Name: Kimley-Horn and Associates, Inc.

Work Effort and Fee Estimate Table

Project: Butler Street and 7th Avenue

task	Principal		Proj Manager		Sr Engineer		Project Engineer		Analyst/Designer		Clerical		task totals	
	hrs.	rate	hrs.	rate	hrs.	rate	hrs.	rate	hrs.	rate	hrs.	rate	hrs.	rate
1. 45% Design Plans Submittal	2	\$ 480.00	20	\$ 4,000.00	20	\$ 4,000.00	54	\$ 9,450.00	80	\$ 9,600.00	4	\$ 320.00	180	\$ 27,850.00
2. Final Design Plans Submittal	2	\$ 480.00	20	\$ 4,000.00	24	\$ 4,800.00	68	\$ 11,900.00	90	\$ 10,800.00	6	\$ 480.00	210	\$ 32,460.00
3. Fernwood Park Stormwater Improvements	1	\$ 240.00	6	\$ 1,200.00	6	\$ 1,200.00	16	\$ 2,800.00	18	\$ 2,160.00	1	\$ 80.00	48	\$ 7,680.00
4. Rain Garden Landscape Plans	2	\$ 480.00	9	\$ 1,800.00	9	\$ 1,800.00	20	\$ 3,500.00	23	\$ 2,760.00	2	\$ 160.00	65	\$ 10,500.00
6. Bid Assistance Services	1	\$ 240.00	6	\$ 1,200.00	6	\$ 1,200.00	17	\$ 2,975.00	26	\$ 3,120.00	1	\$ 80.00	57	\$ 8,815.00
7. Construction Phase Services	1	\$ 240.00	13	\$ 2,600.00	13	\$ 2,600.00	15	\$ 2,625.00	16	\$ 1,920.00	1	\$ 80.00	59	\$ 10,065.00
8. Water Main Construction Plans	5	\$ 1,200.00	15	\$ 3,000.00	15	\$ 3,000.00	72	\$ 12,600.00	108	\$ 12,960.00	5	\$ 400.00	220	\$ 33,160.00
9. Water Main Permitting	1	\$ 240.00	1	\$ 200.00	1	\$ 200.00	6	\$ 1,050.00	8	\$ 960.00	1	\$ 80.00	18	\$ 2,730.00
10. Water Main Construction Phase Services	1	\$ 240.00	10	\$ 2,000.00	10	\$ 2,000.00	42	\$ 7,350.00	32	\$ 3,840.00	2	\$ 160.00	97	\$ 15,590.00
13. Unpaved Road Project Maintenance Plan	1	\$ 240.00	6	\$ 1,200.00	6	\$ 1,200.00	20	\$ 3,500.00	24	\$ 2,880.00	1	\$ 80.00	58	\$ 9,100.00
<b>Total Billable Labor</b>													<b>1012</b>	<b>\$ 157,950.00</b>

Principal	Proj Manager	Sr Engineer	Project Engineer	Analyst/Designer	Clerical
17 \$ 4,080.00	106 \$ 21,200.00	110 \$ 22,000.00	330 \$ 57,750.00	425 \$ 51,000.00	24 \$ 1,920.00
1.7%	10.5%	10.9%	32.6%	42.0%	2.4%

Notes:

Steven L. Anderson, Jr., PSM, PLS  
Charles M. Arnett, PSM  
Michael D. Brown, PSM  
Michael L. Dougherty, PSM  
James M. Dunn, II, PSM  
Thomas F. Ferguson, PSM  
Tate B. Flowers, PSM, PLS  
Robert W. Gardner, PSM  
Brian R. Garvey, PE, GISP  
Joseph R. Gore, PLS  
Daniel J. Henry, PSM, PLS  
Ryan E. Johnson, PSM  
Gary B. Krick, PSM (Retired)  
Brad J. Lashley, PSM, PLS  
Myron F. Lucas, PSM  
James E. Mazurak, PSM



**Southeastern Surveying and Mapping Corporation**  
**Serving the Southeast Since 1972**  
**100% Employee Owned**

Thomas K. Mead, PSM, PLS  
Timothy O. Mosby, PSM  
Andrew A. Perry, PSM  
James L. Petersen, PSM  
William C. Rowe, PSM  
Tony G. Syfrett, PSM, PLS  
Thomas P. Young, Jr., PSM, GISP  
Kirk R. Hall, EI, GISP  
Brad A. Stoppel, EI, GISP  
Brian E. Latchaw, GISP  
Patrick J. Phillips, GISP  
Donna L. Hendrix, CST IV  
Mark W. Klaers, CST IV  
David M. Rentfrow, CST IV  
Steve D. Smith, CST IV

Land Surveying & Mapping Services • Sub-Surface Utility Designation & Location Services • Geographic Information Systems • GPS Asset Inventories

June 12, 2019

Via E-Mail: [hao.chau@kimlev-horn.com](mailto:hao.chau@kimlev-horn.com)

Mr. Hao T. Chau, P.E.  
Kimley-Horn  
189 S. Orange Avenue, Suite 1000  
Orlando, FL 32801

**RE: Town of Windermere – Butler Street Roadway Improvements**  
**Section 08, Township 23 South, Range 28 East, Orange County, Florida**

Dear Mr. Chau,

We are pleased to submit our proposal for Subsurface Utility Verification on the above referenced project.

**SCOPE OF WORK:**

1. Coordinate Sunshine 811 and utility locates to include supplemental calls to each locator to expedite the field marking of each subsurface utility as required by law.
2. Expose the subject utilities by using non-destructive vacuum excavation methods at **seven (7)** specific locations as indicated on plan sheet(s) provided or marked by client in the field
3. Confirm/determine the vertical and horizontal position of the subject utilities and record the information, using the locate marks provided by the utility owners and/or their representatives unless otherwise specifically requested by client.
4. Any asphalt/concrete removed will be repaired using like materials.
5. Tie each test hole location to a minimum of three visible physical features to enable this data to be added to your base map and also enable future recovery.

The final product will be test hole reports/sketches of the project area reflecting all pertinent data for your use.



Page 2

Mr. Hao T. Chau, P.E.

Town of Windermere – Butler Street Roadway Improvements

June 12, 2019

### **Terms and Conditions**

It is understood that the construction contractor is responsible to abide by Sunshine 811, Florida State Statutes Chapter 556.106 and all applicable laws, and regulations that pertain to the services provided.

Kimley-Horn will make available all plans and utility records that have been obtained for this site. However, the information provided by Kimley-Horn is also dependent upon a Sunshine 811 request for utility owners and/or their representatives to mark their buried underground plant at the project site as required by law. Southeastern Surveying and Mapping Corporation (SSMC) has a right to rely on the accuracy of such plans and utility records and will notify Kimley-Horn if there are any patently or reasonably identifiable defects in the documents.

Kimley-Horn is aware that due to the inherent uncertain nature of subsurface utilities, including but not limited to deficient or misrepresentation of prints, SSMC cannot guarantee that all subsurface utility lines will be accounted for. SSMC will ensure that all reasonable efforts are made to identify the location of said underground utilities and provide the best available information within the project area with the use of Ground Penetrating Radar, Electronic Line Locating Equipment and Vacuum Excavation methods, as needed. Additional research will only be conducted by SSMC if requested in writing by Kimley-Horn.

In accordance with the Underground Facility Damage Prevention and Safety Act, the Design Engineer shall perform sufficient Utility Coordination with the Utility providers in this location to affirm the information from SSMC's efforts and confirm that no other subsurface utility is possibly undetected by these efforts.

SSMC shall not be held liable for any latent or unreasonably discoverable utilities in the project area. Furthermore in the event of a claim regarding the services provided in the proposal, SSMC shall have liability for reasonable and necessary defense costs to the extent caused by SSMC's negligence.

**M.O.T.** will be used only if absolutely necessary and these invoice charges will be an addition to the total per day rate and reflected on our invoice to you.

**Note:** If permitting is required for said work, these charges will also be additional and reflected on our invoice to you.

**Note:** Test Holes that require a depth of greater than ten (10) feet, or require a substantial amount of increased effort (sleeving, shoring, de-watering, etc.), then said Test Holes may need to be negotiated separately on a case by case basis if normal vacuum excavation practices do not allow said utilities to be exposed.

**Note:** All utility sizes given are outside diameter unless otherwise specified and are approximate only due to uncontrollable field conditions that may be encountered during excavation.

**Note:** Any additional overlaying or restoration of pavement, other than the replacement of materials removed and cold patched, will be the responsibility of Kimley-Horn.



November 4, 2020

Hao Chau, PE  
Kimley-Horn  
189 S. Orange Ave. Ste. 1000  
Orlando, FL 32801

## PROPOSAL FOR UTILITY INVESTIGATIVE SERVICES

**Project: Town of Windermere**

**IPO #118 – Butler and 7th Dirt Road and Drainage Improvements Final Design – Water Main**

Dear Mr. Chau:

At ECHO UES, Inc. (ECHO) we value your consideration and appreciate the opportunity to provide a technical proposal for the provision of professional services. This technical proposal, inclusive of economical offer and schedule, details the approach we consider as the most suitable for this project.

**Project Synopsis:** Based on the information made available to ECHO, we understand the project consisting of engineering design services for utility improvements. ECHO's professional services were requested to provide utility investigation services to address existing utilities in the project plans. Utility information as produced by ECHO will be surveyed by the Team's Survey Firm (PEC).

**Project Limits:** ECHO's proposed services will be performed within well-defined limits (i.e. Project Limits) as shown on the provided exhibits.

**Subsurface Utility Engineering (SUE) Services:** Using a combination of field investigative techniques and technology, including surface geophysical instruments, and vacuum excavation if needed, ECHO will perform the following services.

1. **Identification and marking of existing utilities.** Utilities potentially in conflict with the project and located within the project limits will be investigated in the attempt to identify their position. The results will be marked on the ground surface using the most appropriate method (i.e. pin flags, paint etc.) and showing the approximate position of the identified utilities.

***ECHO will attempt to identify and mark exclusively utilities requested by the EOR, at specific locations, and in support of the requested utility verification test holes.***

2. **Verification of utility location and characteristics.** At specific locations ECHO will attempt to expose utilities via minimally intrusive methods (e.g. use of vacuum excavation) to confirm their characteristics (e.g. type, size, material, direction, configuration) and provide an accurate location. At completion of each excavation (test hole) ECHO will record all verifiable utility information, mark the utility location with the most appropriate method (e.g. wooden lathes, "X" mark on concrete, disc and nail on asphalt) and restore the field to as close as possible to its original conditions.

***Up to 4 utility verification test holes will be performed at locations identified by the EOR.***

**Deliverables:**

- Field deliverables will consist of field marks (e.g. pin flags, paint marks, wooden lathes, nails/discs etc.) showing the position of the designated and located utilities.
- Office deliverables will consist of utility sketch (not to scale) based on aerial publicly available and test hole data report.

**Proposed Schedule:** To be discussed and agreed upon with the Client following acceptance of this proposal. The proposed schedules shall be valid barring any unforeseen conditions.

**Notes and Limitations:**

1. Client shall facilitate access to the site and provide any relevant project information.
2. Site must be clear from obstacles impeding access to any portion of the project limits.
3. Standard work hours are from 7:00am to 4:00pm, Monday through Friday; additional charges may occur (following discussion with the Client) in case of weekend or nighttime work.
4. ECHO will not work on any site that is known to be contaminated with any hazardous or harmful substance.
5. Any permit or fee requested to perform the work complying with any stakeholder's requirement will be submitted to the Client with a 5% administrative markup.
6. FDOT Design Standards (Index 600 Series) will be utilized for the Maintenance of Traffic (MOT). Should the site require modification to the Index 600 for non-standard MOT arrangements, ECHO will seek the Client's concurrence to obtain signed and sealed project's specific MOT plans (to be provided by others).
7. Any cost associated with signed and sealed MOT plans will be submitted to the Client with a 5% administrative markup.
8. Unless otherwise stated within this proposal, test holes have usual depth of up to eight (8) ft. from the ground surface, and diameter of up to 1 ft. Should there be a need for deeper or wider excavations, additional charges may apply.
9. The original ground surface at each test hole location will be restored to as close as possible to its original conditions, using concrete mix or asphalt cold patch as applicable. Any deviation from this standard (e.g. use of hot asphalt, flowable fill etc.) may require additional charges and the use of specialty subcontractors.
10. Regardless of the type of estimate proposed (e.g. lump sum, time and materials, etc.) such estimate should be considered indicative and based on preliminary information. Should any situation out of ECHO's control heavily impact ECHO's field work performance (e.g. adverse site conditions), ECHO reserves the right to seek additional funds to complete the work.
11. The exact location of any underground utility is not guaranteed unless clearly exposed and visually verified at a specific location. Utility characteristics, methods of installation, soil conditions and the surrounding environment all



may impact adversely the results of any utility investigation with surface geophysical instruments and technology. No guarantee is made that all utilities will be found and identified.

12. Independently from ECHO's scope of work and performance, the Client shall comply with the relative chapter from the Florida (or any other applicable) Statutes: "Underground Facility Damage Prevention and Safety Act" and call 811 prior to any excavation taking place.
13. Subsurface Utility Engineering, Designating and Locating terms all refer to the American Society of Civil Engineers / Construction Institute Standard for the Collection and Depiction of Subsurface Utility Data (ASCE/CI 38-02). Should ECHO adopt this standard for the performance of the scope of work and preparation of deliverables, clear mention to the Standard shall be made throughout the deliverable.

**Fee:** ECHO's competitive offer, which is inclusive of all field, office, materials, supplies, and equipment costs is detailed below.

- **Utility Investigation Services, Fixed Fee: \$2,500.00**

**Inclusive of up to 4 utility verification test holes**

**Acceptance:** We will honor this proposal for 90 days. If accepted, please return to our attention together with a professional services agreement / task work order authorization and official Notice to Proceed.

At ECHO UES, Inc. we believe in collaboration and communication with our clients and are driven to understand their needs and provide time efficient and cost-effective solutions. ECHO strives to provide quality utility and survey reliable data to design better, build faster, and safely enhance Engineering, Design, Construction and Maintenance of infrastructure.

Thank you for considering ECHO for this important project and please do not hesitate to contact me directly should you have any questions or concern.

Sincerely,



Carlo Pilia  
Vice President  
ECHO UES, Inc.

**Project Limits: Attached**

**Agreement Number:** H0518  
**Project Number:** 4337-449-R

**FEDERALLY-FUNDED SUBAWARD AND GRANT AGREEMENT**

2 C.F.R. §200.92 states that a “subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.”

As defined by 2 C.F.R. §200.74, “pass-through entity” means “a non-Federal entity that provides a subaward to a Sub-Recipient to carry out part of a Federal program.”

As defined by 2 C.F.R. §200.93, “Sub-Recipient” means “a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program.”

As defined by 2 C.F.R. §200.38, “Federal award” means “Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity.”

As defined by 2 C.F.R. §200.92, “subaward” means “an award provided by a pass-through entity to a Sub-Recipient for the Sub-Recipient to carry out part of a Federal award received by the pass-through entity.”

The following information is provided pursuant to 2 C.F.R. §200.331(a)(1):

Sub-Recipient's name:	<u>TOWN OF WINDERMERE</u>
Sub-Recipient's unique entity identifier:	<u>59-6020338</u>
Federal Award Identification Number (FAIN):	<u>FEMA-DR-4337-FL</u>
Federal Award Date:	<u>May 6, 2020</u>
Subaward Period of Performance Start and End Date:	<u>Upon execution through August 31, 2021</u>
Amount of Federal Funds Obligated by this Agreement:	<u>\$61,875.00</u>
Total Amount of Federal Funds Obligated to the Sub-Recipient by the pass-through entity to include this Agreement:	<u>\$61,875.00</u>
Total Amount of the Federal Award committed to the Sub-Recipient by the pass-through entity	<u>\$61,875.00</u>
Federal award project description (see FFATA):	<u>Drainage Project</u>
Name of Federal awarding agency:	<u>Federal Emergency Management Agency</u>
Name of pass-through entity:	<u>FL Division of Emergency Management</u>
Contact information for the pass-through entity:	<u><a href="mailto:Douglas.galvan@em.myflorida.com">Douglas.galvan@em.myflorida.com</a></u>
Catalog of Federal Domestic Assistance (CFDA) Number and Name:	<u>97.039 Hazard Mitigation Grant Program</u>
Whether the award is R&D:	<u>N/A</u>
Indirect cost rate for the Federal award:	<u>N/A</u>

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and the Town of Windermere, (hereinafter referred to as the "Sub-Recipient").

For the purposes of this Agreement, the Division serves as the pass-through entity for a Federal award, and the Sub-Recipient serves as the recipient of a subaward.

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

A. The Sub-Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein;

B. The State of Florida received these grant funds from the Federal government, and the Division has the authority to subgrant these funds to the Sub-Recipient upon the terms and conditions outlined below; and,

C. The Division has statutory authority to disburse the funds under this Agreement.

THEREFORE, the Division and the Sub-Recipient agree to the following:

(1) APPLICATION OF STATE LAW TO THIS AGREEMENT

2 C.F.R. §200.302 provides: "Each state must expend and account for the Federal award in accordance with state laws and procedures for expending and accounting for the state's own funds." Therefore, section 215.971, Florida Statutes, entitled "Agreements funded with federal or state assistance", applies to this Agreement.

(2) LAWS, RULES, REGULATIONS AND POLICIES

a. The Sub-Recipient's performance under this Agreement is subject to 2 C.F.R. Part 200, entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."

b. As required by Section 215.971(1), Florida Statutes, this Agreement includes:

i. A provision specifying a scope of work that clearly establishes the tasks that the Sub-Recipient is required to perform.

ii. A provision dividing the agreement into quantifiable units of deliverables that must be received and accepted in writing by the Division before payment. Each deliverable must be directly related to the scope of work and specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.

iii. A provision specifying the financial consequences that apply if the Sub-Recipient fails to perform the minimum level of service required by the agreement.

iv. A provision specifying that the Sub-Recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period.

v. A provision specifying that any balance of unobligated funds which has been advanced or paid must be refunded to the Division.

vi. A provision specifying that any funds paid in excess of the amount to which the Sub-Recipient is entitled under the terms and conditions of the agreement must be refunded to the Division.

c. In addition to the foregoing, the Sub-Recipient and the Division shall be governed by all applicable State and Federal laws, rules and regulations, including those identified in Attachment B. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

(3) CONTACT

a. In accordance with section 215.971(2), Florida Statutes, the Division's Grant Manager shall be responsible for enforcing performance of this Agreement's terms and conditions and shall serve as the Division's liaison with the Sub-Recipient. As part of his/her duties, the Grant Manager for the Division shall:

- i. Monitor and document Sub-Recipient performance; and,
- ii. Review and document all deliverables for which the Sub-Recipient requests payment.

b. The Division's Grant Manager for this Agreement is:

Douglas Galvan, FCCM  
Project Manager  
Bureau of Mitigation  
Florida Division of Emergency Management  
2702 Directors Row  
Orlando, Florida 32809-5631  
Telephone: 850-815-4583  
Email: [Douglas.galvan@em.myflorida.com](mailto:Douglas.galvan@em.myflorida.com)

The Division's Alternate Grant Manager for this Agreement is:

Kathleen Marshall  
Community Program Manager  
Bureau of Mitigation  
Florida Division of Emergency Management  
2555 Shumard Oak Boulevard  
Tallahassee, FL 32399  
Telephone: 850-815-4503  
Email: [Kathleen.Marshall@em.myflorida.com](mailto:Kathleen.Marshall@em.myflorida.com)



1. The name and address of the Representative of the Sub-Recipient responsible for the administration of this Agreement is:

Robert Smith  
Town Manager  
Town of Windermere  
614 Main Street  
Windermere, Florida 34786  
Telephone: 407-876-2563  
Email: rsmith@town.windermere.fl.us

2. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be provided to the other party.

(4) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

(5) EXECUTION

This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(6) MODIFICATION

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

(7) SCOPE OF WORK

The Sub-Recipient shall perform the work in accordance with the Budget and Scope of Work, Attachment A of this Agreement.

(8) PERIOD OF AGREEMENT

This Agreement shall begin upon execution by both parties and shall end on August 31, 2021, unless terminated earlier in accordance with the provisions of Paragraph (17) of this Agreement. Consistent with the definition of "period of performance" contained in 2 C.F.R. §200.77, the term "period of agreement" refers to the time during which the Sub-Recipient "may incur new obligations to carry out the work authorized under" this Agreement. In accordance with 2 C.F.R. §200.309, the Sub-Recipient may receive reimbursement under this Agreement only for "allowable costs incurred during the period of performance." In accordance with section 215.971(1)(d), Florida Statutes, the Sub-Recipient may expend funds authorized by this Agreement "only for allowable costs resulting from obligations incurred during" the period of agreement.

(9) FUNDING

- a. This is a cost-reimbursement Agreement, subject to the availability of funds.
- b. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with either Chapter 216, Florida Statutes, or the Florida Constitution.
- c. The Division will reimburse the Sub-Recipient only for allowable costs incurred by the Sub-Recipient in the successful completion of each deliverable. The maximum reimbursement amount for each deliverable is outlined in Attachment A of this Agreement ("Budget and Scope of Work"). The maximum reimbursement amount for the entirety of this Agreement is **\$61,875.00**.
- d. As required by 2 C.F.R. §200.415(a), any request for payment under this Agreement must include a certification, signed by an official who is authorized to legally bind the Sub-Recipient, which reads as follows: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."
- e. The Division will review any request for reimbursement by comparing the documentation provided by the Sub-Recipient against a performance measure, outlined in Attachment A, that clearly delineates:
  - i. The required minimum acceptable level of service to be performed; and
  - ii. The criteria for evaluating the successful completion of each deliverable.
- f. The performance measure required by section 215.971(1)(b), Florida Statutes, remains consistent with the requirement for a "performance goal", which is defined in 2 C.F.R. §200.76 as "a target level of performance expressed as a tangible, measurable objective, against which actual achievement can be compared." It also remains consistent with the requirement, contained in 2 C.F.R. §200.301, that the Division and the Sub-Recipient "relate financial data to performance accomplishments of the Federal award."
- g. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for overtime expenses in accordance with 2 C.F.R. §200.430 ("Compensation—personal services") and 2 C.F.R. §200.431 ("Compensation—fringe benefits"). If the Sub-Recipient seeks reimbursement for overtime expenses for periods when no work is performed due to vacation, holiday, illness, failure of the employer to provide sufficient work, or other similar cause (see 29 U.S.C. §207(e)(2)), then the Division will treat the expense as a fringe benefit. 2 C.F.R. §200.431(a) defines fringe benefits as "allowances and services provided by employers to their employees as compensation in addition to regular salaries and wages." Fringe benefits are allowable under this Agreement as long as the benefits are reasonable and are required by law, Sub-Recipient-employee agreement, or an

established policy of the Sub-Recipient. 2 C.F.R. §200.431(b) provides that the cost of fringe benefits in the form of regular compensation paid to employees during periods of authorized absences from the job, such as for annual leave, family-related leave, sick leave, holidays, court leave, military leave, administrative leave, and other similar benefits, are allowable if all of the following criteria are met:

- i. They are provided under established written leave policies;
- ii. The costs are equitably allocated to all related activities, including Federal awards; and,
- iii. The accounting basis (cash or accrual) selected for costing each type of leave is consistently followed by the non-Federal entity or specified grouping of employees.

h. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for travel expenses in accordance with 2 C.F.R. §200.474. As required by the Reference Guide for State Expenditures, reimbursement for travel must be in accordance with section 112.061, Florida Statutes, which includes submission of the claim on the approved state travel voucher. If the Sub-Recipient seeks reimbursement for travel costs that exceed the amounts stated in section 112.061(6)(b), Florida Statutes (\$6 for breakfast, \$11 for lunch, and \$19 for dinner), then the Sub-Recipient must provide documentation that:

- i. The costs are reasonable and do not exceed charges normally allowed by the Sub-Recipient in its regular operations as a result of the Sub-Recipient's written travel policy; and,
- ii. Participation of the individual in the travel is necessary to the Federal award.

i. The Division's grant manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the grant agreement period and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Sub-Recipient.

- j. As defined by 2 C.F.R. §200.53, the term "improper payment" means or includes:
  - i. Any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements; and,
  - ii. Any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.

(10) RECORDS

a. As required by 2 C.F.R. §200.336, the Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the Division, or any of their authorized representatives, shall enjoy the right of access to any documents, papers, or other records of the Sub-Recipient which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right

of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents. Finally, the right of access is not limited to the required retention period but lasts as long as the records are retained.

b. As required by 2 C.F.R. §200.331(a)(5), the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Sub-Recipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents.

c. As required by Florida Department of State's record retention requirements (Chapter 119, Florida Statutes) and by 2 C.F.R. §200.333, the Sub-Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, as well as the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of five (5) years from the date of submission of the final expenditure report. The following are the only exceptions to the five (5) year requirement:

i. If any litigation, claim, or audit is started before the expiration of the 5-year period, then the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

ii. When the Division or the Sub-Recipient is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.

iii. Records for real property and equipment acquired with Federal funds must be retained for 5 years after final disposition.

iv. When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 5-year retention requirement is not applicable to the Sub-Recipient.

v. Records for program income transactions after the period of performance. In some cases recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.

vi. Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).

d. In accordance with 2 C.F.R. §200.334, the Federal awarding agency must request transfer of certain records to its custody from the Division or the Sub-Recipient when it determines that the records possess long-term retention value.



e. In accordance with 2 C.F.R. §200.335, the Division must always provide or accept paper versions of Agreement information to and from the Sub-Recipient upon request. If paper copies are submitted, then the Division must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.

f. As required by 2 C.F.R. §200.303, the Sub-Recipient shall take reasonable measures to safeguard protected personally identifiable information and other information the Federal awarding agency or the Division designates as sensitive or the Sub-Recipient considers sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.

g. Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) provides the citizens of Florida with a right of access to governmental proceedings and mandates three, basic requirements: (1) meetings of public boards or commissions must be open to the public; (2) reasonable notice of such meetings must be given; and, (3) minutes of the meetings must be taken and promptly recorded. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the open government requirements. However, the Government in the Sunshine Law applies to private entities that provide services to governmental agencies and that act on behalf of those agencies in the agencies' performance of their public duties. If a public agency delegates the performance of its public purpose to a private entity, then, to the extent that private entity is performing that public purpose, the Government in the Sunshine Law applies. For example, if a volunteer fire department provides firefighting services to a governmental entity and uses facilities and equipment purchased with public funds, then the Government in the Sunshine Law applies to board of directors for that volunteer fire department. Thus, to the extent that the Government in the Sunshine Law applies to the Sub-Recipient based upon the funds provided under this Agreement, the meetings of the Sub-Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board may be subject to open government requirements. These meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with Chapter 119, Florida Statutes.

h. Florida's Public Records Law provides a right of access to the records of the state and local governments as well as to private entities acting on their behalf. Unless specifically exempted from disclosure by the Legislature, all materials made or received by a governmental agency (or a private entity acting on behalf of such an agency) in conjunction with official business which are used to perpetuate, communicate, or formalize knowledge qualify as public records subject to public inspection. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the public record requirements. However, when a public entity delegates a public function to a private entity, the records generated by the private entity's performance of that duty become

public records. Thus, the nature and scope of the services provided by a private entity determine whether that entity is acting on behalf of a public agency and is therefore subject to the requirements of Florida's Public Records Law.

i. The Sub-Recipient shall maintain all records for the Sub-Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Budget and Scope of Work - Attachment A - and all other applicable laws and regulations.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (850) 815-4156, Records@em.myflorida.com, or 2555 Shumard Oak Boulevard, Tallahassee, FL 32399.**

(11) AUDITS

a. The Sub-Recipient shall comply with the audit requirements contained in 2 C.F.R. Part 200, Subpart F.

b. In accounting for the receipt and expenditure of funds under this Agreement, the Sub-Recipient shall follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R. §200.49, GAAP "has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB)."

c. When conducting an audit of the Sub-Recipient's performance under this Agreement, the Division shall use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by 2 C.F.R. §200.50, GAGAS, "also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits."

d. If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Sub-Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty (30) days after the Division has notified the Sub-Recipient of such non-compliance.

e. The Sub-Recipient shall have all audits completed by an independent auditor, which is defined in section 215.97(2)(i), Florida Statutes, as "an independent certified public accountant licensed under chapter 473." The independent auditor shall state that the audit complied with the applicable

provisions noted above. The audit must be received by the Division no later than nine months from the end of the Sub-Recipient's fiscal year.

f. The Sub-Recipient shall send copies of reporting packages for audits conducted in accordance with 2 C.F.R. Part 200, by or on behalf of the Sub-Recipient, to the Division at the following address:

DEMSingle\_Audit@em.myflorida.com

OR

Office of the Inspector General  
2555 Shumard Oak Boulevard  
Tallahassee, Florida 32399-2100

g. The Sub-Recipient shall send the Single Audit reporting package and Form SF-SAC to the Federal Audit Clearinghouse by submission online at:

<http://harvester.census.gov/fac/collect/ddeindex.html>

h. The Sub-Recipient shall send any management letter issued by the auditor to the Division at the following address:

DEMSingle\_Audit@em.myflorida.com

OR

Office of the Inspector General  
2555 Shumard Oak Boulevard  
Tallahassee, Florida 32399-2100

## (12) REPORTS

a. Consistent with 2 C.F.R. §200.328, the Sub-Recipient shall provide the Division with quarterly reports and a close-out report. These reports shall include the current status and progress by the Sub-Recipient and all subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

b. Quarterly reports are due to the Division no later than fifteen (15) days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30 and December 31.

c. The close-out report is due sixty (60) days after termination of this Agreement or sixty (60) days after completion of the activities contained in this Agreement, whichever first occurs.

d. If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, then the Division may withhold further payments until they are completed or may take other action as stated in Paragraph (16) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Scope of Work.

e. The Sub-Recipient shall provide additional program updates or information that may be required by the Division.

f. The Sub-Recipient shall provide additional reports and information identified in Attachment F.

(13) MONITORING

a. The Sub-Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved. A review shall be done for each function or activity in Attachment A to this Agreement, and reported in the quarterly report.

b. In addition to reviews of audits, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits, and/or other procedures. The Sub-Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that a limited scope audit of the Sub-Recipient is appropriate, the Sub-Recipient agrees to comply with any additional instructions provided by the Division to the Sub-Recipient regarding such audit. The Sub-Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Sub-Recipient throughout the contract term to ensure timely completion of all tasks.

(14) LIABILITY

a. Unless Sub-Recipient is a State agency or subdivision, as defined in section 768.28(2), Florida Statutes, the Sub-Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement and, as authorized by section 768.28(19), Florida Statutes, Sub-Recipient shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Sub-Recipient agrees that it is not an employee or agent of the Division, but is an independent contractor.

b. As required by section 768.28(19), Florida Statutes, any Sub-Recipient which is a state agency or subdivision, as defined in section 768.28(2), Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in Section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any Sub-Recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.



(15) DEFAULT

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (16); however, the Division may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment if:

a. Any warranty or representation made by the Sub-Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Sub-Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

b. Material adverse changes occur in the financial condition of the Sub-Recipient at any time during the term of this Agreement, and the Sub-Recipient fails to cure this adverse change within thirty (30) days from the date written notice is sent by the Division;

c. Any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete or insufficient information; or,

d. The Sub-Recipient has failed to perform and complete on time any of its obligations under this Agreement.

(16) REMEDIES

If an Event of Default occurs, then the Division shall, after thirty (30) calendar days written notice to the Sub-Recipient and upon the Sub-Recipient's failure to cure within those thirty (30) days, exercise any one or more of the following remedies, either concurrently or consecutively:

a. Terminate this Agreement, provided that the Sub-Recipient is given at least thirty (30) days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (3) herein;

b. Begin an appropriate legal or equitable action to enforce performance of this Agreement;

c. Withhold or suspend payment of all or any part of a request for payment;

d. Require that the Sub-Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.

e. Exercise any corrective or remedial actions, to include but not be limited to:

i. Request additional information from the Sub-Recipient to determine the reasons for or the extent of non-compliance or lack of performance,

ii. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected,

- iii. Advise the Sub-Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or
- iv. Require the Sub-Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible;
- f. Exercise any other rights or remedies which may be available under law.

Pursuing any of the above remedies will not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity. If the Division waives any right or remedy in this Agreement or fails to insist on strict performance by the Sub-Recipient, it will not affect, extend or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Sub-Recipient.

(17) TERMINATION

- a. The Division may terminate this Agreement for cause after thirty (30) days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Sub-Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Florida Statutes, as amended.
- b. The Division may terminate this Agreement for convenience or when it determines, in its sole discretion that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Sub-Recipient with thirty (30) calendar day's prior written notice.
- c. The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.
- d. In the event that this Agreement is terminated, the Sub-Recipient will not incur new obligations for the terminated portion of the Agreement after the Sub-Recipient has received the notification of termination. The Sub-Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Sub-Recipient shall not be relieved of liability to the Division because of any breach of Agreement by the Sub-Recipient. The Division may, to the extent authorized by law, withhold payments to the Sub-Recipient for the purpose of set-off until the exact amount of damages due the Division from the Sub-Recipient is determined.

(18) PROCUREMENT

- a. The Sub-Recipient shall ensure that any procurement involving funds authorized by the Agreement complies with all applicable federal and state laws and regulations, to include 2 C.F.R. §§200.318 through 200.326 as well as Appendix II to 2 C.F.R. Part 200 (entitled "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards").
- b. As required by 2 C.F.R. §200.318(i), the Sub-Recipient shall "maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited

to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.”

c. As required by 2 C.F.R. §200.318(b), the Sub-Recipient shall “maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.” In order to demonstrate compliance with this requirement, the Sub-Recipient shall document, in its quarterly report to the Division, the progress of any and all subcontractors performing work under this Agreement.

d. The Sub-Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Division and Sub-Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.

e. As required by 2 C.F.R. §200.318(c)(1), the Sub-Recipient shall “maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts.”

f. As required by 2 C.F.R. §200.319(a), the Sub-Recipient shall conduct any procurement under this agreement “in a manner providing full and open competition.” Accordingly, the Sub-Recipient shall not:

- i. Place unreasonable requirements on firms in order for them to qualify to do business;
- ii. Require unnecessary experience or excessive bonding;
- iii. Use noncompetitive pricing practices between firms or between affiliated companies;
- iv. Execute noncompetitive contracts to consultants that are on retainer contracts;
- v. Authorize, condone, or ignore organizational conflicts of interest;
- vi. Specify only a brand name product without allowing vendors to offer an equivalent;
- vii. Specify a brand name product instead of describing the performance, specifications, or other relevant requirements that pertain to the commodity or service solicited by the procurement;
- viii. Engage in any arbitrary action during the procurement process; or,
- ix. Allow a vendor to bid on a contract if that bidder was involved with developing or drafting the specifications, requirements, statement of work, invitation to bid, or request for proposals.

g. “[E]xcept in those cases where applicable Federal statutes expressly mandate or encourage” otherwise, the Sub-Recipient, as required by 2 C.F.R. §200.319(b), shall not use a geographic preference when procuring commodities or services under this Agreement.

h. The Sub-Recipient shall conduct any procurement involving invitations to bid (i.e. sealed bids) in accordance with 2 C.F.R. §200.320(c) as well as section 287.057(1)(a), Florida Statutes.

i. The Sub-Recipient shall conduct any procurement involving requests for proposals (i.e. competitive proposals) in accordance with 2 C.F.R. §200.320(d) as well as section 287.057(1)(b), Florida Statutes.

j. For each subcontract, the Sub-Recipient shall provide a written statement to the Division as to whether that subcontractor is a minority business enterprise, as defined in Section 288.703, Florida Statutes. Additionally, the Sub-Recipient shall comply with the requirements of 2 C.F.R. §200.321 (“Contracting with small and minority businesses, women’s business enterprises, and labor surplus area firms”).

#### (19) ATTACHMENTS

a. All attachments to this Agreement are incorporated as if set out fully.

b. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

c. This Agreement has the following attachments:

- i. Exhibit 1 - Funding Sources
- ii. Attachment A – Budget and Scope of Work
- iii. Attachment B – Program Statutes and Regulations
- iv. Attachment C – Statement of Assurances
- v. Attachment D – Request for Advance or Reimbursement
- vi. Attachment E – Justification of Advance Payment
- vii. Attachment F – Quarterly Report Form
- viii. Attachment G – Warranties and Representations
- ix. Attachment H – Certification Regarding Debarment
- x. Attachment I – Federal Funding Accountability and Transparency Act
- xi. Attachment J – Mandatory Contract Provisions

#### (20) PAYMENTS

a. Any advance payment under this Agreement is subject to 2 C.F.R. §200.305 and, as applicable, section 216.181(16), Florida Statutes. All advances are required to be held in an interest-bearing account. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be included in this Agreement as Attachment E. Attachment E will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. No advance shall be accepted for processing if a reimbursement has been paid prior



to the submittal of a request for advanced payment. After the initial advance, if any, payment shall be made on a reimbursement basis as needed.

b. Invoices shall be submitted at least quarterly and shall include the supporting documentation for all costs of the project or services. The final invoice shall be submitted within sixty (60) days after the expiration date of the agreement. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division grant manager as part of the Sub-Recipient's quarterly reporting as referenced in Paragraph (12) of this Agreement.

c. If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief Financial Officer or under subparagraph (9)b. of this Agreement, all obligations on the part of the Division to make any further payment of funds shall terminate, and the Sub-Recipient shall submit its closeout report within thirty (30) days of receiving notice from the Division.

(21) REPAYMENTS

a. All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management", and mailed directly to the following address:

Division of Emergency Management  
Cashier  
2555 Shumard Oak Boulevard  
Tallahassee FL 32399-2100

b. In accordance with Section 215.34(2), Florida Statutes, if a check or other draft is returned to the Division for collection, Sub-Recipient shall pay the Division a service fee of \$15.00 or 5% of the face amount of the returned check or draft, whichever is greater.

(22) MANDATED CONDITIONS

a. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Sub-Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials are incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Division and with thirty (30) days written notice to the Sub-Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Sub-Recipient.

b. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.

c. Any power of approval or disapproval granted to the Division under the terms of this Agreement shall survive the term of this Agreement.

d. The Sub-Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

e. Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of \$25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

f. Any Sub-Recipient which is not a local government or state agency, and which receives funds under this Agreement from the federal government, certifies, to the best of its knowledge and belief, that it and its principals:

i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency;

ii. Have not, within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

iii. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph (22) f. ii. of this certification; and,

iv. Have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

g. If the Sub-Recipient is unable to certify to any of the statements in this certification, then the Sub-Recipient shall attach an explanation to this Agreement.

**h. In addition, the Sub-Recipient shall send to the Division (by email or by facsimile transmission) the completed "Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion" (Attachment H) for each intended subcontractor which Sub-Recipient plans to fund under this Agreement. The form must be received by the Division before the Sub-Recipient enters into a contract with any subcontractor.**

i. The Division reserves the right to unilaterally cancel this Agreement if the Sub-Recipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, which the Sub-Recipient created or received under this Agreement.

j. If the Sub-Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Division or be applied against the Division's obligation to pay the contract amount.

k. The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Division shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Sub-Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Division.

l. Section 287.05805, Florida Statutes, requires that any state funds provided for the purchase of or improvements to real property are contingent upon the contractor or political subdivision granting to the state a security interest in the property at least to the amount of state funds provided for at least 5 years from the date of purchase or the completion of the improvements or as further required by law.

m. The Division may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), F.S., or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

(23) LOBBYING PROHIBITION

a. 2 C.F.R. §200.450 prohibits reimbursement for costs associated with certain lobbying activities.

b. Section 216.347, Florida Statutes, prohibits "any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency."

c. No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

d. The Sub-Recipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:

i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sub-Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Sub-Recipient shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities."

iii. The Sub-Recipient shall require that this certification be included in the award documents for all subawards (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Sub-Recipients shall certify and disclose.

iv. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**(24) COPYRIGHT, PATENT AND TRADEMARK**

**EXCEPT AS PROVIDED BELOW, ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA; AND, ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE SUB-RECIPIENT TO THE STATE OF FLORIDA.**

a. If the Sub-Recipient has a pre-existing patent or copyright, the Sub-Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

b. If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Sub-Recipient shall refer the discovery or invention to the Division for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Sub-Recipient shall notify the Division. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Sub-Recipient to the State of Florida.



c. Within thirty (30) days of execution of this Agreement, the Sub-Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Sub-Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is disclosed. Failure to disclose will indicate that no such property exists. The Division shall then, under Paragraph (24) b., have the right to all patents and copyrights which accrue during performance of the Agreement.

d. If the Sub-Recipient qualifies as a state university under Florida law, then, pursuant to section 1004.23, Florida Statutes, any invention conceived exclusively by the employees of the Sub-Recipient shall become the sole property of the Sub-Recipient. In the case of joint inventions, that is inventions made jointly by one or more employees of both parties hereto, each party shall have an equal, undivided interest in and to such joint inventions. The Division shall retain a perpetual, irrevocable, fully-paid, nonexclusive license, for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products, developed solely by the Sub-Recipient, under this Agreement, for Florida government purposes.

(25) LEGAL AUTHORIZATION

The Sub-Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Sub-Recipient also certifies that the undersigned person has the authority to legally execute and bind Sub-Recipient to the terms of this Agreement.

(26) EQUAL OPPORTUNITY EMPLOYMENT

a. In accordance with 41 C.F.R. §60-1.4(b), the Sub-Recipient 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:

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

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The

contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

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

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

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

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

vi. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

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

viii. The contractor will include the portion of the sentence immediately preceding paragraph (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.

b. The Sub-Recipient 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.

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

d. The Sub-Recipient 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 Sub-Recipient 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 Sub-Recipient under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such Sub-Recipient; and refer the case to the Department of Justice for appropriate legal proceedings.

(27) COPELAND ANTI-KICKBACK ACT

The Sub-Recipient hereby agrees that, unless exempt under Federal law, it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, the following clause:

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

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

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

(28) CONTRACT WORK HOURS AND SAFETY STANDARDS

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds \$100,000 and involves the employment of mechanics or laborers, then any such contract must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 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.

(29) CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds \$150,000, then any such contract must include the following provision:

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

**(30) SUSPENSION AND DEBARMENT**

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following provisions:

- i. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- ii. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- iii. This certification is a material representation of fact relied upon by the Division. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Division, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- iv. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**(31) BYRD ANTI-LOBBYING AMENDMENT**

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following clause:

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

**(32) CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS**

a. If the Sub-Recipient, with the funds authorized by this Agreement, seeks to procure goods or services, then, in accordance with 2 C.F.R. §200.321, the Sub-Recipient shall take the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used whenever possible:



- i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs i. through v. of this subparagraph.

b. The requirement outlined in subparagraph a. above, sometimes referred to as "socioeconomic contracting," does not impose an obligation to set aside either the solicitation or award of a contract to these types of firms. Rather, the requirement only imposes an obligation to carry out and document the six affirmative steps identified above.

c. The "socioeconomic contracting" requirement outlines the affirmative steps that the Sub-Recipient must take; the requirements do not preclude the Sub-Recipient from undertaking additional steps to involve small and minority businesses and women's business enterprises.

d. The requirement to divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises, does not authorize the Sub-Recipient to break a single project down into smaller components in order to circumvent the micro-purchase or small purchase thresholds so as to utilize streamlined acquisition procedures (e.g. "project splitting").

(33) ASSURANCES

The Sub-Recipient shall comply with any Statement of Assurances incorporated as Attachment C.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

**SUB-RECIPIENT: TOWN OF WINDERMERE** \_\_\_\_\_

By: \_\_\_\_\_

Name and title: \_\_\_\_\_

Date: \_\_\_\_\_

FID# \_\_\_\_\_

**STATE OF FLORIDA  
DIVISION OF EMERGENCY MANAGEMENT**

By: \_\_\_\_\_

Name and Title: Jared Moskowitz, Director

Date: \_\_\_\_\_

## EXHIBIT – 1

THE FOLLOWING FEDERAL RESOURCES ARE AWARDED TO THE SUB-RECIPIENT UNDER THIS AGREEMENT:

### Federal Program

Federal agency: Federal Emergency Management Agency: Hazard Mitigation Grant

Catalog of Federal Domestic Assistance title and number: 97.039

Award amount: \$ 61,875.00

THE FOLLOWING COMPLIANCE REQUIREMENTS APPLY TO THE FEDERAL RESOURCES AWARDED UNDER THIS AGREEMENT:

- 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- The Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. 5121 et seq., and Related Authorities
- Sections 1361(A) of the National Flood Insurance Act of 1968, 42 U.S.C. 4104c, as amended by the National Flood Insurance Reform Act of 1994, Public Law 103-325 and the Bunning-Bereuter-Blumenauer Flood Insurance Reform Act of 2004, Public Law 108-264
- 31 CFR Part 205 Rules and Procedures for Funds Transfers

### Federal Program:

1. Sub-Recipient is to use funding to perform the following eligible activities:
  - Localized Minor Drainage Improvement
  - Intermediate Stormwater Drainage System
  - Major Flood Control Drainage System
  - Other projects that reduce future disaster losses
2. Sub-Recipient is subject to all administrative and financial requirements as set forth in this Agreement, or will be in violation of the terms of the Agreement.

**Attachment A**  
**Budget and Scope of Work**

**STATEMENT OF PURPOSE:**

The purpose of this Scope of Work is to improve drainage on 6th Avenue and Butler Street in Windermere, Orange County, Florida, funded through the Hazard Mitigation Grant Program (HMGP) **DR-4337-449-R**, as approved by the Florida Division of Emergency Management (Division) and the Federal Emergency Management Agency (FEMA).

The Sub-Recipient, Town of Windermere, shall conduct Phase I of this project, which includes the preliminary engineering designs and calculations, surveys, permitting, and notices. No construction activities are approved at this time. The Sub-Recipient shall complete the Phase I work in accordance with all applicable federal, state and local laws, regulations and codes.

**PROJECT OVERVIEW:**

As a Hazard Mitigation Grant Program project, the Sub-Recipient proposes to improve the drainage of 6th Avenue and Butler Street, located in Windermere, Florida, 34786. Coordinates (28.494878, -81.537362).

The scope is for Phase I only, which includes but is not limited to surveying, engineering, design, plans preparation, permitting and bidding for the proposed project, for Phase II approval. No construction activities for this project have been approved.

When completed, the Sub-Recipient shall provide deliverables for Phase II review of the following proposed activities.

The Phase II proposed scope of work shall include upgrading the existing drainage system, which is under capacity, by installing inlets and piping. The proposed improvements will be constructed within the Town's right-of-way. Vegetated swales will also be constructed to provide a measure of water quality treatment prior to entering the proposed drainage system. The project shall mitigate the flooding that currently persists during rainfall events, protecting those residences that have experienced structural flooding.

The project shall be designed to provide protection against a 100-year storm event. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

**TASKS & DELIVERABLES:**

**A) Tasks:**

- 1) The Sub-Recipient shall procure the services of a qualified and licensed Florida contractor and execute a contract with the selected bidder to complete the Phase I scope of work as approved by the Division and FEMA. The Sub-Recipient shall select the qualified, licensed Florida contractor in accordance with the Sub-Recipient's procurement policy as well as all federal and state laws and regulations.

All procurement activities shall contain sufficient source documentation and be in accordance with all applicable regulations.

The Sub-Recipient and contractor shall be responsible for maintaining a safe and secure worksite for the duration of the work. The contractor shall maintain all areas in a neat and presentable condition.

The Sub-Recipient shall ensure that no contractors or subcontractors are debarred or suspended from participating in federally funded projects.

The selected contractor shall have a current and valid occupational license/business tax receipt issued for the type of services being performed. The Sub-Recipient shall provide documentation demonstrating the results of the procurement process. This shall include a rationale for the method of procurement and selection of contract type, contractor selection and/or rejection and bid tabulation and listing, and the basis of contract price.

The Sub-Recipient shall provide an executed "Debarment, Suspension, Ineligibility, Voluntary Exclusion Form" for each contractor and/or subcontractor performing services under this agreement.

Executed contracts with contractors and/or subcontractors shall be provided to the Division by the Sub-Recipient.

The Sub-Recipient shall provide copies of professional licenses for contractors selected to perform services. The Sub-Recipient shall provide a copy of a current and valid occupational license or business tax receipt issued for the type of services to be performed by the selected contractor.

- 2) The Sub-Recipient shall monitor and manage the Phase I portion of this project in accordance with the Hazard Mitigation Grant Program application and supporting documentation as submitted to the Division and subsequently approved by the Division and FEMA. The Division and FEMA shall render a Phase II determination upon completion of the review of Phase I deliverables. No construction activities are approved at this time. The Sub-Recipient shall ensure that all applicable state, local and federal laws and regulations are followed and documented, as appropriate.

Phase I consists of fees; for conducting survey, drainage study, engineering, design, public notices, and/or permitting associated with the modification(s) needed to upgrade the drainage. Verification of upstream and downstream impacts shall be necessary for determining project eligibility.

All Phase I work shall be completed in accordance with all applicable state, local and federal laws and regulations and documented, as appropriate.

Upon completion of Task 2, the Sub-Recipient shall submit the following documents with sufficient supporting documentation, and provide a summary of all scope of work changes, if any.

- a) Two sets of engineering Signed/Sealed final design and analysis, surveying, and Hydrologic and Hydraulic (H&H) Studies.
  - b) Construction Plans and bid documents.
  - c) Revised cost estimate for Phase II – construction (include Phase I costs), to implement the design project.
  - d) Design documents shall provide a detailed description which includes specifics on project scope of work, depth and extent of ground disturbance at all construction locations of the project.
  - e) Color maps including topographical, aerial, and ground disturbance.
  - f) Color photographs of the project area and areas of ground disturbance.
  - g) Copy of all environmental permits or applications; any obtained from the Florida Department of Environmental Protection (FDEP), and/or local Water Management District (WMD) shall be required. Any conditions for compliance shall be included in the final design plans, narrative and project implementation actions.
  - h) Copy of the United States Army Corps of Engineers (USACE) permit or No Permit Required notification.
  - i) Any other documentation requested by the Division, not limited to Project Conditions and Requirements herein.
- 3) During the course of this agreement, the Sub-Recipient shall submit requests for reimbursement. Adequate and complete source documentation shall be submitted to support all costs (federal share and local share) related to the project. In some cases, all project activities may not be fully complete



prior to requesting reimbursement of costs incurred in completion of this scope of work; however, a partial reimbursement may be requested.

The Sub-Recipient shall submit an Affidavit signed by the Sub-Recipient's project personnel with each reimbursement request attesting to the completion of the work, that disbursements or payments were made in accordance with all agreement and regulatory conditions, and that reimbursement is due and has not been previously requested.

The Sub-Recipient shall maintain accurate time records. The Sub-Recipient shall ensure invoices are accurate and any contracted services were rendered within the terms and timelines of this agreement. All supporting documentation shall agree with the requested billing period. All costs submitted for reimbursement shall contain adequate source documentation which may include but not be limited to: cancelled checks, bank statements, Electronic Funds Transfer, paid bills and invoices, payrolls, time and attendance records, contract and subcontract award documents.

**Direct Expenses:** The Sub-Recipient shall pre-audit bills, invoices, and/or charges submitted by the contractors and subcontractors and pay the contractors and subcontractors for approved bills, invoices, and/or charges. Sub-Recipient shall ensure that all contractor/subcontractor bills, invoices, and/or charges are legitimate and clearly identify the activities being performed and associated costs.

**Project Management Expenses:** The Sub-Recipient shall pre-audit source documentation such as payroll records, project time sheets, attendance logs, etc. Documentation shall be detailed information describing tasks performed, hours devoted to each task, and the hourly rate charged for each hour including enough information to calculate the hourly rates based on payroll records. Employee benefits shall be clearly shown.

The Division shall review all submitted requests for reimbursement for basic accuracy of information. Further, the Division shall ensure that no unauthorized work was completed prior to the approved project start date by verifying vendor and contractor invoices. The Division shall verify that reported costs were incurred in the performance of eligible work, that the approved work was completed, and that the mitigation measures are in compliance with the approved scope of work prior to processing any requests for reimbursement.

Review and approval of any third party in-kind services, if applicable, shall be conducted by the Division in coordination with the Sub-Recipient.

Quarterly reports shall be submitted by the Sub-Recipient and received by the Division at the times provided in this agreement prior to the processing of any reimbursement.

The Sub-Recipient shall submit to the Division requests for reimbursement of actual Phase I costs related to the project as identified in the project application and this scope of work. The Requests for Reimbursement (RFR) shall include:

- a) Contractor, subcontractor, and/or vendor invoices which clearly display dates of services performed, description of services performed, location of services performed, cost of services performed, name of service provider and any other pertinent information;
- b) Proof of payment from the Sub-Recipient to the contractor, subcontractor, and/or vendor for invoiced services;
- c) Clear identification of amount of costs being requested for reimbursement as well as costs being applied against the local match amount.

The Sub-Recipient's Request for Reimbursement shall include the final Phase I project cost. Supporting documentation shall show that all contractors and subcontractors have been paid.

**B) Deliverables:**

Mitigation Activities consist of Phase I activities, which include engineering, designing, plans preparation, permitting and bidding for the proposed project, for Phase II approval, and to implement measures to improve the drainage of 6th Avenue and Butler Street, located in Windermere, Florida, 34786.

The project shall be designed to provide protection against a 100-year storm event. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

Provided the Sub-Recipient performs in accordance with the Scope of Work outlined in this Agreement, the Division shall reimburse the Sub-Recipient based on the percentage of overall project completion.

**PROJECT CONDITIONS AND REQUIREMENTS:**

**C) Engineering:**

- 1) The Sub-Recipient shall submit signed and sealed Engineering plans that clearly show the engineer's estimate of the pre and post-mitigation effects of the proposed project and the relationship of the damages to be mitigated (commensurate with the level of funding requested). The H&H study shall contain at least 3 scenarios, where one represents the level of protection; under each scenario, the Sub-Recipient must identify the losses before and after mitigation (structural, content, displacement, road closure duration, or any other needed to show the improvements after the mitigation project is implemented). This includes, but is not limited to, the existing and proposed hydrology and hydraulics for the level of event being mitigated.
- 2) Demonstrate mitigation effectiveness, in part, by showing the physical location(s) and elevation(s) of the infrastructure/structures that are being damaged and FEMA Special Flood Hazard Areas on the same plan.
- 3) Submit a refined cost estimate, to include final Phase I Fees and Phase II Construction Materials and Labor.

**D) Environmental:**

- 1) Any change to the approved scope of work shall require re-evaluation for compliance with NEPA and other Laws and Executive Orders.
- 2) Acceptance of federal funding requires the Sub-Recipient to comply with all federal, state, and local laws. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding.
- 3) Meet all required Environmental laws and policies, and all necessary Environmental compliance documents shall be obtained as applicable.
  - a) United States Army Corps of Engineers (USACE): Consultation with the USACE is required. A permit or No Permit Required shall be submitted.
  - b) Copy of all environmental permits or applications; any obtained from the Florida Department of Environmental Protection (FDEP), and/or local Water Management District (WMD) shall be submitted. Any conditions for compliance shall be included in the final design plans, narrative, and project implementation actions.
- 4) Historical Preservation compliance documents shall be obtained. Review documentation required:
  - a) Color maps including topographical and aerial with the project location clearly marked.
  - b) Color photographs of any area with ground disturbance (electronic).
  - c) Indicate if project site is located within a designated historic district or historic neighborhood.

- 5) Tribal Consultation shall be required for proposed ground disturbing activities. The following documents shall be required and submitted as part of deliverables:
  - a) Color ground disturbance maps showing the full extent of the project footprint and depth of ground disturbance. Geographic latitude/longitude (decimal degree format) of the proposed construction areas and staging areas.
  - b) Previous and current use of proposed project area.
  - c) Any known site work or historic uses for the proposed location.
  - d) Any available studies that may have taken place on the property.
- 6) Phase I of this project is approved with the condition that the above list of deliverables shall be submitted for review and approval by the Division and FEMA before Phase II is considered.
- 7) No construction work may begin until Phase II is approved by the Division and FEMA.

**E) Programmatic:**

- 1) A change in the scope of work *must* be approved by the Division and FEMA in advance regardless of the budget implications.
- 2) The Sub-Recipient must notify the Division as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower costs or earlier completion.
- 3) The Sub-Recipient must "obtain prior written approval for any budget revision which would result in a need for additional funds" [44 CFR 13(c)], from the Division and FEMA.
- 4) A Public Notice shall be published to notify interested parties of the proposed activity. Notices shall be published in a manner that anyone that may be affected or interested in this project has access to the posting, using the Division template, as applicable.
- 5) Any extension of the Period of Performance shall be submitted to FEMA 60 days prior to the expiration date. Therefore, any request for a Period of Performance Extension shall be in writing and submitted, along with substantiation of new expiration date and a new schedule of work, to the Division a minimum of seventy (70) days prior to the expiration date, for Division processing to FEMA.
- 6) A copy of the executed subcontract agreement must be forwarded to the Division within 10 days of execution.
- 7) Phase I – Design of this project is approved with the condition that the enclosed list of deliverables shall be submitted, 30 days prior to the Period of Performance date, for review and approval by the Division, for submittal to FEMA before Phase II – Construction is considered.
- 8) When Phase I is completed, the Sub-Recipient must provide 100% completed designs, calculations, a full set of signed and sealed plans and, permits for a Phase II review. A final BCA using developed technical data and study results will take place. The data inputs to the final BCA for Phase II approval, must be based on the inputs and outputs of a hazard related study such as erosion, Hydraulic & Hydrologic study, damage calculations, road closures, etc. No assumptions or historical damage will be acceptable for final BCA of Phase II approval. No construction activities for this project have been approved.
- 9) The Sub-Recipient must avoid duplication of benefits between the HMGP and any other form of assistance, as required by Section 312 of the Stafford Act, and further clarification in 44 CFR 206.191.

This is FEMA project number **4337-449-R**, and funded under HMGP, FEMA-4337-DR-FL and must adhere to all program guidelines established for the HMGP in accordance with the PAS Operational Agreement for Disaster 4337.

FEMA awarded this project on May 6, 2020; this Agreement shall begin upon execution by both parties, and the Period of Performance for this project shall end on **August 31, 2021**.

**F) FINANCIAL CONSEQUENCES:**

If the Sub-Recipient fails to comply with any term of the award, the Division shall take one or more of the following actions, as appropriate in the circumstances:

- 1) Temporarily withhold cash payments pending correction of the deficiency by the Sub-Recipient;
- 2) Disallow all or part of the cost of the activity or action not in compliance;
- 3) Wholly or partly suspend or terminate the current award for the Sub-Recipient's program;
- 4) Withhold further awards for the program; or
- 5) Take other remedies that may be legally available.

**Schedule of Work**

**Phase I –**

State/Local Contracting:	3 Months
Bidding / Local Procurement:	3 Months
Design Specifications:	6 Months
Permitting / Survey:	2 Months
Deliverables Submitted to FDEM:	1 Month
<b>Total Period of Performance:</b>	<b>15 Months</b>

**BUDGET**

**Line Item Budget\***

	<b>Project Cost</b>	<b>Federal Share</b>	<b>Non-Federal Share</b>
Materials:	\$0.00	\$0.00	\$0.00
Labor:	\$0.00	\$0.00	\$0.00
Fees:	\$82,500.00	\$61,875.00	\$20,625.00
<b>Initial Agreement Amount:</b>	<b>\$82,500.00</b>	<b>\$61,875.00</b>	<b>\$20,625.00</b>
***Contingency Funds:	\$0.00	\$0.00	\$0.00
<b>Project Total:</b>	<b>\$82,500.00</b>	<b>\$61,875.00</b>	<b>\$20,625.00</b>

*\*Any line item amount in this Budget may be increased or decreased 10% or less, with the Division's approval, without an amendment to this Agreement being required, so long as the overall amount of the funds obligated under this Agreement is not increased.*

*\*\*\* This project has an estimated \$0.00 in contingency funds. Per FEMA Hazard Mitigation Assistance Guidance Part VI, D.3.4 – Contingency funds are not automatically available for use. Prior to their release, contingency funds must be re-budgeted to another direct cost category and identified. Post-award changes to the budget require prior written approval from the Division (FDEM). The written request should demonstrate what unforeseen condition related to the project arose that required the use of contingency funds.*

*Project Management costs are included for this project in the amount of \$0.00*

**Funding Summary**

Federal Share:	\$61,875.00	(75.00%)
Non-Federal Share:	\$20,625.00	(25.00%)
<b>Total Project Cost:</b>	<b>\$82,500.00</b>	<b>(100.00%)</b>



**Attachment B**  
**Program Statutes and Regulations**

The parties to this Agreement and the Hazard Mitigation Grant Program (HMGP) are generally governed by the following statutes and regulations:

- (1) The Robert T. Stafford Disaster Relief and Emergency Assistance Act;
- (2) 44 CFR Parts 7, 9, 10, 13, 14, 17, 18, 25, 206, 220, and 221, and any other applicable FEMA policy memoranda and guidance documents;
- (3) State of Florida Administrative Plan for the Hazard Mitigation Grant Program;
- (4) Hazard Mitigation Assistance Guidance- February 27, 2015 Update; and
- (5) All applicable laws and regulations delineated in Attachment C of this Agreement.

In addition to the above statutes and regulations, the Sub-recipient must comply with the following:

The Sub-recipient shall fully perform the approved hazard mitigation project, as described in the Application and Attachment A (Budget and Scope of Work) attached to this Agreement, in accordance with approved scope of work indicated therein, the estimate of costs indicated therein, the allocation of funds indicated therein, and the terms and conditions of this Agreement. The Sub-recipient shall not deviate from the approved project and the terms and conditions of this Agreement. The Sub-recipient shall comply with any and all applicable codes and standards in performing work funded under this Agreement, and shall provide any appropriate maintenance and security for the project.

Any development permit issued by, or development activity undertaken by, the Sub-recipient and any land use permitted by or engaged in by the Sub-recipient, shall be consistent with the local comprehensive plan and land development regulations prepared and adopted pursuant to Chapter 163, Part II, Florida Statutes. Funds shall be expended for, and development activities and land uses authorized for, only those uses which are permitted under the comprehensive plan and land development regulations. The Sub-recipient shall be responsible for ensuring that any development permit issued and any development activity or land use undertaken is, where applicable, also authorized by the Water Management District, the Florida Department of Environmental Protection, the Florida Department of Health, the Florida Game and Fish Commission, and any Federal, State, or local environmental or land use permitting authority, where required. The Sub-recipient agrees that any repair or construction shall be in accordance with applicable standards of safety, decency, and sanitation, and in conformity with applicable codes, specifications and standards.

The Sub-recipient will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the completed work conforms with the approved plans and specifications and will furnish progress reports and such other information to HMGP as may be required.

If the hazard mitigation project described in Attachment A includes an acquisition or relocation project, then the Sub-recipient shall ensure that, as a condition of funding under this Agreement, the owner of the affected real property shall record in the public records of the county where it is located the following covenants and restrictions, which shall run with and apply to any property acquired, accepted, or from which a structure will be removed pursuant to the project.

- (1) The property will be dedicated and maintained in perpetuity for a use that is compatible with open space, recreational, or wetlands management practices;

- (2) No new structure will be erected on property other than:
  - a. a public facility that is open on all sides and functionally related to a designed open space;
  - b. a restroom; or
- (3) A structure that the Director of the Federal Emergency Management Agency approves in writing before the commencement of the construction of the structure;
- (4) After the date of the acquisition or relocation no application for disaster assistance for any purpose will be made to any Federal entity and no disaster assistance will be provided for the property by any Federal source; and
- (5) If any of these covenants and restrictions is violated by the owner or by some third party with the knowledge of the owner, fee simple title to the Property described herein shall be conveyed to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida without further notice to the owner, its successors and assigns, and the owner, its successors and assigns shall forfeit all right, title and interest in and to the property.

HMGP Contract Manager will evaluate requests for cost overruns and submit to the regional Director written determination of cost overrun eligibility. Cost overruns shall meet Federal regulations set forth in 44 CFR 206.438(b).

The National Environmental Policy Act (NEPA) stipulates that additions or amendments to a HMGP Sub-Recipient Scope of Work (SOW) shall be reviewed by all State and Federal agencies participating in the NEPA process.

As a reminder, the Sub-recipient must obtain prior approval from the State, before implementing changes to the approved project Scope of Work (SOW). Per the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments:

- (1) For Construction projects, the grantee must “obtain prior written approval for any budget revision which result in a need for additional funds” (44 CFR 13(c));
- (2) A change in the Scope of Work must be approved by FEMA in advance regardless of the budget implications; and
- (3) The Sub-recipient must notify the State as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower cost or earlier completion. Any extensions of the period of performance must be submitted to FEMA sixty (60) days prior to the project expiration date.

The Sub-recipient assures that it will comply with the following statutes and regulations to the extent applicable:

- (1) 53 Federal Register 8034
- (2) Federal Acquisition Regulations 31.2
- (3) Section 1352, Title 31, US Code
- (4) Chapter 473, Florida Statutes
- (5) Chapter 215, Florida Statutes
- (6) Section 768.28, Florida Statutes
- (7) Chapter 119, Florida Statutes
- (8) Section 216.181(6), Florida Statutes
- (9) Cash Management Improvement Act of 1990
- (10) American with Disabilities Act
- (11) Section 112.061, Florida Statutes
- (12) Immigration and Nationality Act
- (13) Section 286.011, Florida Statutes

- (14) 2 CFR, Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- (15) Uniform Relocation Assistance and Real Property Acquisitions Act of 1970
- (16) Title I of the Omnibus Crime Control and Safe Streets Act of 1968
- (17) Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act
- (18) Omnibus Crime Control and Safe Streets Act of 1968, as amended
- (19) Victims of Crime Act (as appropriate)
- (20) Section 504 of the Rehabilitation Act of 1973, as amended
- (21) Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990)
- (22) Department of Justice regulations on disability discrimination, 28 CFR, Part 35 and Part 39
- (23) 42 U.S.C. 5154a

## Attachment C

### Statement of Assurances

To the extent the following provisions apply to this Agreement, the Sub-recipient certifies that:

- (a) It possesses legal authority to enter into this Agreement and to carry out the proposed program;
- (b) Its governing body has duly adopted or passed as an official act of resolution, motion or similar action authorizing the execution of the hazard mitigation agreement with the Division of Emergency Management (DEM), including all understandings and assurances contained in it, and directing and authorizing the Sub-recipient's chief administrative officer or designee to act in connection with the application and to provide such additional information as may be required;
- (c) No member of or delegate to the Congress of the United States, and no Resident Commissioner, shall receive any share or part of this Agreement or any benefit. No member, officer, or employee of the Sub-recipient or its designees or agents, no member of the governing body of the locality in which this program is situated, and no other public official of the locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year after, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds, for work be performed in connection with the program assisted under this Agreement. The Sub-recipient shall incorporate, in all contracts or subcontracts a provision prohibiting any interest pursuant to the purpose stated above;
- (d) All Sub-recipient contracts for which the State Legislature is in any part a funding source, shall contain language to provide for termination with reasonable costs to be paid by the Sub-recipient for eligible contract work completed prior to the date the notice of suspension of funding was received by the Sub-recipient. Any cost incurred after a notice of suspension or termination is received by the Sub-recipient may not be funded with funds provided under this Agreement unless previously approved in writing by the Division. All Sub-recipient contracts shall contain provisions for termination for cause or convenience and shall provide for the method of payment in such event;
- (e) It will comply with:
  - (1) Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. 327 et seq., requiring that mechanics and laborers (including watchmen and guards) employed on federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty hours in a work week; and
  - (2) Federal Fair Labor Standards Act, 29 U.S.C. Section 201 et seq., requiring that covered employees be paid at least minimum prescribed wage, and also that they be paid one and one-half times their basic wage rates for all hours worked in excess of the prescribed work-week.
- (f) It will comply with
  - (1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), and the regulations issued pursuant thereto, which provides that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Sub-recipient received Federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Sub-recipient, this assurance shall obligate the Sub-recipient, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is

used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits;

- (2) Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age or with respect to otherwise qualified handicapped individuals as provided in Section 504 of the Rehabilitation Act of 1973;
  - (3) Executive Order 11246, as amended by Executive Orders 11375 and 12086, and the regulations issued pursuant thereto, which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally assisted construction contracts; affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff/termination, rates of pay or other forms of compensation; and election for training and apprenticeship;
- (g) It will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties pursuant to Section 112.313 and Section 112.3135, Florida Statutes;
- (h) It will comply with the Anti-Kickback Act of 1986, 41 U.S.C. Section 51 which outlaws and prescribes penalties for "kickbacks" of wages in federally financed or assisted construction activities;
- (i) It will comply with the provisions of 18 U.S.C. 594, 598, 600-605 (further known as the Hatch Act) which limits the political activities of employees;
- (j) It will comply with the flood insurance purchase and other requirements of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 4002-4107, including requirements regarding the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance;

For sites located within Special Flood Hazard Areas (SFHA), the Sub-recipient must include a FEMA Model Acknowledgement of Conditions of Mitigation of Property in a Special Flood Hazard Area with FEMA Grant Funds executed by the title holder with the closeout request verifying that certain SFHA requirements were satisfied on each of the properties. The Model Acknowledgement can be found at [www.fema.gov/governmenta/grant/sfha\\_conditions.shtm](http://www.fema.gov/governmenta/grant/sfha_conditions.shtm)

- (k) It will require every building or facility (other than a privately owned residential structure) designed, constructed, or altered with funds provided under this Agreement to comply with the "Uniform Federal Accessibility Standards," (AS) which is Appendix A to 41 CFR Section 101-19.6 for general type buildings and Appendix A to 24 CFR, Part 40 for residential structures. The Sub-recipient will be responsible for conducting inspections to ensure compliance with these specifications by the contractor;
- (l) It will, in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (U.S.C. 470), Executive Order 11593, 24 CFR, Part 800, and the Preservation of Archaeological and Historical Data Act of 1966 (16 U.S.C. 469a-1, et seq.) by:
- (1) Consulting with the State Historic Preservation Office to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR, Section 800.8) by the proposed activity; and



- (2) Complying with all requirements established by the State to avoid or mitigate adverse effects upon such properties.
- (3) Abiding by the terms and conditions of the “**Programmatic Agreement Among the Federal Emergency Management Agency, the Florida State Historic Preservation Office, the Florida Division of Emergency Management and the Advisory Council on Historic Preservation, (PA)**” which addresses roles and responsibilities of Federal and State entities in implementing Section 106 of the National Historic Preservation Act (NHPA), 16 U.S.C. 470(f), and implementing regulations in 36 CFR, Part 800.
- (4) When any of the Sub-recipient’s projects funded under this Agreement may affect a historic property, as defined in 36 CFR, Part 800 (2)(e), the Federal Emergency Management Agency (FEMA) may require the Sub-recipient to review the eligible scope of work in consultation with the State Historic Preservation Office (SHPO) and suggest methods of repair or construction that will conform with the recommended approaches set out in the **Secretary of Interior’s Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings 1992 (Standards)**, the **Secretary of the Interior’s Guidelines for Archeological Documentation (Guidelines)** (48 Federal Register 44734-37), or any other applicable Secretary of Interior standards. If FEMA determines that the eligible scope of work will not conform with the **Standards**, the Sub-recipient agrees to participate in consultations to develop, and after execution by all parties, to abide by, a written agreement that establishes mitigation and recondition measures, including but not limited to, impacts to archeological sites, and the salvage, storage, and reuse of any significant architectural features that may otherwise be demolished.
- (5) The Sub-recipient agrees to notify FEMA and the Division if any project funded under this Agreement will involve ground disturbing activities, including, but not limited to: subsurface disturbance; removal of trees; excavation of footings and foundations, and installation of utilities (such as water, sewer, storm drains, electrical, gas, leach lines and septic tanks) except where these activities are restricted solely to areas previously disturbed by the installation, replacement or maintenance of such utilities. FEMA will request the SHPO’s opinion on the potential that archeological properties may be present and be affected by such activities. The SHPO will advise the Sub-recipient on any feasible steps to be accomplished to avoid any National Register eligible archeological property or will make recommendations for the development of a treatment plan for the recovery or archeological data from the property.

If the Sub-recipient is unable to avoid the archeological property, develop, in consultation with SHPO, a treatment plan consistent with the **Guidelines** and take into account the Advisory Council on Historic Preservation (Council) publication “Treatment of Archeological Properties”. The Sub-recipient shall forward information regarding the treatment plan to FEMA, the SHPO and the Council for review. If the SHPO and the Council do not object within fifteen (15) calendar days of receipt of the treatment plan, FEMA may direct the Sub-recipient to implement the treatment plan. If either the Council or the SHPO object, Sub-recipient shall not proceed with the project until the objection is resolved.

- (6) The Sub-recipient shall notify the Division and FEMA as soon as practicable: (a) of any changes in the approved scope of work for a National Register eligible or listed property; (b) of all changes to a project that may result in a supplemental DSR or modify a HMGP project for a National Register eligible or listed property; (c) if it appears that a project funded under this Agreement will affect a previously unidentified property that may be eligible for inclusion in the National Register or affect a known historic property in an unanticipated manner. The Sub-recipient acknowledges that FEMA may require the Sub-recipient to stop construction in the vicinity of the discovery of a previously unidentified property that may be eligible for inclusion in the National Register or upon learning that construction may affect a known historic property in an unanticipated manner. The Sub-recipient further acknowledges that FEMA may require the Sub-recipient to take all

reasonable measures to avoid or minimize harm to such property until FEMA concludes consultation with the SHPO. The Sub-recipient also acknowledges that FEMA will require, and the Sub-recipient shall comply with, modifications to the project scope of work necessary to implement recommendations to address the project and the property.

- (7) The Sub-recipient acknowledges that, unless FEMA specifically stipulates otherwise, it shall not receive funding for projects when, with intent to avoid the requirements of the PA or the NHPA, the Sub-recipient intentionally and significantly adversely affects a historic property, or having the legal power to prevent it, allowed such significant adverse effect to occur.
- (m) It will comply with Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;
- (n) It will comply with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, (42 U.S.C. 4521-45-94) relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
- (o) It will comply with 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
- (p) It will comply with Lead-Based Paint Poison Prevention Act (42 U.S.C. 4821 et seq.) which prohibits the use of lead based paint in construction of rehabilitation or residential structures;
- (q) It will comply with the Energy Policy and Conservation Act (P.L. 94-163; 42 U.S.C. 6201-6422), and the provisions of the State Energy Conservation Plan adopted pursuant thereto;
- (r) It will comply with the Laboratory Animal Welfare Act of 1966, (7 U.S.C. 2131-2159), pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by an award of assistance under this Agreement;
- (s) It will comply with Title VIII of the Civil Rights Act of 1968, (42 U.S.C 2000c and 42 U.S.C. 3601-3619), as amended, relating to non-discrimination in the sale, rental, or financing of housing, and Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color or national origin;
- (t) It will comply with the Clean Air Act of 1955, as amended, 42 U.S.C. 7401-7642;
- (u) It will comply with the Clean Water Act of 1977, as amended, 42 U.S.C. 7419-7626
- (v) It will comply with the endangered Species Act of 1973, 16 U.S.C. 1531-1544;
- (w) It will comply with the Intergovernmental Personnel Act of 1970, 42 U.S.C. 4728-4763;
- (x) It will assist the awarding agency in assuring compliance with the National Historic Preservation Act of 1966, as amended, 16 U.S.C. 270;
- (y) It will comply with environmental standards which may be prescribed pursuant to the National Environmental Policy Act of 1969, 42 U.S.C. 4321-4347;
- (z) It will assist the awarding agency in assuring compliance with the Preservation of Archeological and Historical Preservation Act of 1966, 16 U.S.C. 469a, et seq.;
- (aa) It will comply with the Rehabilitation Act of 1973, Section 504, 29 U.S.C. 794, regarding non-discrimination;

- (bb) It will comply with the environmental standards which may be prescribed pursuant to the Safe Drinking Water Act of 1974, 42 U.S.C. 300f-300j, regarding the protection of underground water sources;
- (cc) It will comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Property Acquisition Policies Act of 1970, 42 U.S.C. 4621-4638, which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs;
- (dd) It will comply with the Wild and Scenic Rivers Act of 1968, 16 U.S.C. 1271-1287, related to protecting components or potential components of the national wild and scenic rivers system;
- (ee) It will comply with the following Executive Orders: EO 11514 (NEPA); EO 11738 (violating facilities); EO 11988 (Floodplain Management); EO 11990 (Wetlands); and EO 12898 (Environmental Justice);
- (ff) It will comply with the Coastal Barrier Resources Act of 1977, 16 U.S.C. 3510;
- (gg) It will assure project consistency with the approved State program developed under the Coastal Zone Management Act of 1972, 16 U.S.C. 1451-1464; and
- (hh) It will comply with the Fish and Wildlife Coordination Act of 1958, 16 U.S.C. 661-666.
- (ii) With respect to demolition activities, it will:
  - (1) Create and make available documentation sufficient to demonstrate that the Sub-recipient and its demolition contractor have sufficient manpower and equipment to comply with the obligations as outlined in this Agreement.
  - (2) Return the property to its natural state as though no improvements had ever been contained thereon.
  - (3) Furnish documentation of all qualified personnel, licenses and all equipment necessary to inspect buildings located in the Sub-recipient's jurisdiction to detect the presence of asbestos and lead in accordance with requirements of the U.S. Environmental Protection Agency, the Florida Department of Environmental Protection and the County Health Department.
  - (4) Provide documentation of the inspection results for each structure to indicate:
    - a. Safety Hazard Present
    - b. Health Hazards Present
    - c. Hazardous Materials Present
  - (5) Provide supervision over contractors or employees employed by the Sub-recipient to remove asbestos and lead from demolished or otherwise applicable structures.
  - (6) Leave the demolished site clean, level and free of debris.
  - (7) Notify the Division promptly of any unusual existing condition which hampers the contractor's work.
  - (8) Obtain all required permits.
  - (9) Provide addresses and marked maps for each site where water wells and septic tanks are to be closed along with the number of wells and septic tanks located on each site. Provide documentation of closures.
  - (10) Comply with mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

- (11) Comply with all applicable standards, orders, or requirements issued under Section 112 and 306 of the Clean Air Act (42 U.S.C. 1857h), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the U.S. Environmental Protection Agency regulations (40 CFR, Part 15 and 61). This clause shall be added to any subcontracts.
- (12) Provide documentation of public notices for demolition activities.

**Attachment D**

**DIVISION OF EMERGENCY MANAGEMENT**

**REQUEST FOR ADVANCE OR REIMBURSEMENT OF  
HAZARD MITIGATION ASSISTANCE PROGRAM FUNDS**

SUB-RECIPIENT: TOWN OF WINDERMERE

REMIT ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

PROJECT TYPE: Drainage Project PROJECT #: 4337-449-R

PROGRAM: Hazard Mitigation Grant Program CONTRACT #: H0518

APPROVED BUDGET: \_\_\_\_\_ FEDERAL SHARE: \_\_\_\_\_ MATCH: \_\_\_\_\_

ADVANCED RECEIVED:     N/A     AMOUNT: \_\_\_\_\_ SETTLED? \_\_\_\_\_

Invoice Period: \_\_\_\_\_ To \_\_\_\_\_ Payment #: \_\_\_\_\_

Eligible Amount 100% (Current Request)	Obligated Federal Amount %	Obligated Non- Federal %	Division Use Only	
			Approved	Comments

TOTAL CURRENT REQUEST:     \$ \_\_\_\_\_

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812.

SUB-RECIPIENT SIGNATURE: \_\_\_\_\_

NAME / TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_

TO BE COMPLETED BY THE DIVISION	
APPROVED PROJECT TOTAL	\$ _____
ADMINISTRATIVE COST	\$ _____
APPROVED FOR PAYMENT	\$ _____
	GOVERNOR'S AUTHORIZED REPRESENTATIVE _____
	DATE _____



**SUMMARY OF DOCUMENTATION IN SUPPORT OF AMOUNT  
CLAIMED FOR ELIGIBLE DISASTER WORK UNDER THE  
HAZARD MITIGATION ASSISTANCE PROGRAM**

SUB-RECIPIENT: TOWN OF WINDERMERE PAYMENT #: \_\_\_\_\_  
 PROJECT TYPE: Drainage Project PROJECT #: 4337-449-R  
 PROGRAM: Hazard Mitigation Grant Program CONTRACT #: H0518

	REF NO <sup>2</sup>	DATE <sup>3</sup>	DOCUMENTATION <sup>4</sup>	(Check) AMOUNT	ELIGIBLE COSTS (100%)
1					
2					
3					
4					
5					
6					
7					
8					
9					
<i>This payment represents</i> <u>    </u> % <i>completion of the project.</i>				<b>TOTAL</b>	

<sup>2</sup> Recipient's internal reference number (e.g., Invoice, Receipt, Warrant, Voucher, Claim Check, or Schedule #)

<sup>3</sup> Date of delivery of articles, completion of work or performance services. (per document)

<sup>4</sup> List Documentation (Recipient's payroll, material out of recipient's stock, recipient owned equipment and name of vendor or contractor) by category (Materials, Labor, Fees) and line item in the approved project line item budget. Provide a brief description of the articles or services. List service dates per each invoice.

**Attachment E  
JUSTIFICATION OF ADVANCE PAYMENT**

**SUB-RECIPIENT: TOWN OF WINDERMERE**

If you are requesting an advance, indicate same by checking the box below.

<p><input type="checkbox"/> <b>ADVANCE REQUESTED</b></p> <p>Advance payment of \$ _____ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay staff, award benefits to clients, duplicate forms and purchase start-up supplies and equipment. We would not be able to operate the program without this advance.</p>
--

If you are requesting an advance, complete the following chart and line item justification below.

**PLEASE NOTE:** Calculate your estimated expenses at 100% of your expected needs for ninety (90) days. Submit Attachment D with the cost share breakdown along with Attachment E and all supporting documentation.

**ESTIMATED EXPENSES**

<b>BUDGET CATEGORY/LINE ITEMS (list applicable line items)</b>	<b>20__-20__ Anticipated Expenditures for First Three Months of Contract</b>
<u>For example</u> <b>ADMINISTRATIVE COSTS</b> (Include Secondary Administration.)	
<u>For example</u> <b>PROGRAM EXPENSES</b>	
<b>TOTAL EXPENSES</b>	

**LINE ITEM JUSTIFICATION** (For each line item, provide a detailed justification explaining the need for the cash advance. The justification must include supporting documentation that clearly shows the advance will be expended within the first ninety (90) days of the contract term. Support documentation should include quotes for purchases, delivery timelines, salary and expense projections, etc. to provide the Division reasonable and necessary support that the advance will be expended within the first ninety (90) days of the contract term. Any advance funds not expended within the first ninety (90) days of the contract term as evidenced by copies of invoices and cancelled checks as required by the Budget and Scope of work showing 100% of expenditures for the 90 day period shall be returned to the Division Cashier, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399, within thirty (30) days of receipt, along with any interest earned on the advance.

Attachment F

DIVISION OF EMERGENCY MANAGEMENT  
HAZARD MITIGATION GRANT PROGRAM  
QUARTERLY REPORT FORM

**Instructions:** Complete and submit this form to the appropriate Project Manager within fifteen (15) days of each quarter's end date.

SUB-RECIPIENT: TOWN OF WINDERMERE PROJECT #: 4337-449-R  
PROJECT TYPE: Drainage Project CONTRACT #: H0518  
PROGRAM: Hazard Mitigation Grant Program QUARTER ENDING: \_\_\_\_\_

**Advance Payment Information:**

Advance Received  N/A  Amount: \$ \_\_\_\_\_ Advance Settled? Yes  No

Provide reimbursement **Projections** for this project (*projections may change*):

Jul-Sep 20    \$ \_\_\_\_\_ Oct-Dec 20    \$ \_\_\_\_\_ Jan-Mar 20    \$ \_\_\_\_\_ Apr-Jun 20    \$ \_\_\_\_\_

**Target Dates:**

Contract Initiation Date: \_\_\_\_\_ Contract Expiration Date: \_\_\_\_\_

Estimated Project Completion Date: \_\_\_\_\_

Project Proceeding on **Schedule**?  Yes  No (*If No, please describe under **Issues** below*)

**Percentage** of Work Completed (*may be confirmed by state inspectors*): \_\_\_\_\_ %

Describe **Milestones** achieved during this quarter:

Provide a **Schedule** for the remainder of work to project completion: (*Milestones from Contract with estimated dates*)

<u>Milestone</u>	<u>Date</u>

Describe **Issues** or circumstances affecting completion date, milestones, scope of work, and/or cost:

**Cost Status:**  Cost Unchanged  Under Budget  Over Budget

Additional **Comments**/Elaboration:

*NOTE: Division of Emergency Management (DEM) staff may perform interim inspections and/or audits at any time. Events may occur between quarterly reports, which have significant impact upon your project(s), such as anticipated overruns, changes in scope of work, etc. Please contact the Division as soon as these conditions become known, otherwise you may be found non-compliant with your sub grant award.*

Person Completing Form:

Phone:

**~ To be completed by Division staff ~**

Date Reviewed: \_\_\_\_\_ Reviewer: \_\_\_\_\_

Actions:

**Attachment G**  
**Warranties and Representations**

Financial Management

The Sub-Recipient's financial management system must comply with 2 C.F.R. §200.302.

Procurements

Any procurement undertaken with funds authorized by this Agreement must comply with the requirements of 2 C.F.R. §200, Part D—Post Federal Award Requirements—Procurement Standards (2 C.F.R. §§200.317 through 200.326).

Business Hours

The Sub-Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from: **8:00 AM - 5:00 PM, Monday Thru Friday, as applicable.**

Licensing and Permitting

All subcontractors or employees hired by the Sub-Recipient shall have all current licenses and permits required for all of the particular work for which they are hired by the Sub-Recipient.

Attachment H

**Certification Regarding  
Debarment, Suspension, Ineligibility  
And Voluntary Exclusion**

**Subcontractor Covered Transactions**

- (1) The prospective subcontractor, \_\_\_\_\_, of the Sub-Recipient certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the Sub-Recipient's subcontractor is unable to certify to the above statement, the prospective subcontractor shall attach an explanation to this form.

**SUBCONTRACTOR**

\_\_\_\_\_

By: \_\_\_\_\_  
Signature

\_\_\_\_\_

Name and Title

\_\_\_\_\_

Street Address

\_\_\_\_\_

City, State, Zip

\_\_\_\_\_

Date

**TOWN OF WINDERMERE**

Sub-Recipient's Name

**H0518**

DEM Contract Number

**4337-449-R**

FEMA Project Number



**Attachment I**  
**Federal Funding Accountability and Transparency Act**  
**Instructions and Worksheet**

**PURPOSE:** The Federal Funding Accountability and Transparency Act (FFATA) was signed on September 26, 2006. The intent of this legislation is to empower every American with the ability to hold the government accountable for each spending decision. The FFATA legislation requires information on federal awards (federal assistance and expenditures) be made available to the public via a single, searchable website, which is <http://www.usaspending.gov/>.

The FFATA Sub-award Reporting System (FSRS) is the reporting tool the Florida Division of Emergency Management ("FDEM" or "Division") must use to capture and report sub-award and executive compensation data regarding first-tier sub-awards that obligate \$25,000 or more in Federal funds (excluding Recovery funds as defined in section 1512(a) (2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5).

Note: This "Instructions and Worksheet" is meant to explain the requirements of the FFATA and give clarity to the FFATA Form distributed to sub-awardees for completion. All pertinent information below should be filled out, signed, and returned to the project manager.

**ORGANIZATION AND PROJECT INFORMATION**

**The following information must be provided to the FDEM prior to the FDEM's issuance of a sub-award (Agreement) that obligates \$25,000 or more in federal funds as described above. Please provide the following information and return the signed form to the Division as requested.**

PROJECT #: 4337-449-R

FUNDING AGENCY: Federal Emergency Management Agency

AWARD AMOUNT: \$ 61,875.00

OBLIGATION/ACTION DATE: May 6, 2020

SUBAWARD DATE (if applicable): \_\_\_\_\_

DUNS#: 025085630

DUNS# +4: \_\_\_\_\_

\*If your company or organization does not have a DUNS number, you will need to obtain one from Dun & Bradstreet at 866-705-5711 or use the web form (<http://fedgov.dnb.com/webform>). The process to request a DUNS number takes about ten minutes and is free of charge.

BUSINESS NAME: \_\_\_\_\_

DBA NAME (IF APPLICABLE): \_\_\_\_\_

PRINCIPAL PLACE OF BUSINESS ADDRESS: \_\_\_\_\_

ADDRESS LINE 1: \_\_\_\_\_

ADDRESS LINE 2: \_\_\_\_\_

ADDRESS LINE 3: \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP CODE+4\*\* \_\_\_\_\_

PARENT COMPANY DUNS# (if applicable): \_\_\_\_\_

CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA#): \_\_\_\_\_

DESCRIPTION OF PROJECT (Up to 4000 Characters)

As a Hazard Mitigation Grant Program project, the Sub-Recipient proposes to improve the drainage of 6th Avenue and Butler Street, located in Windermere, Florida, 34786. Coordinates (28.494878, - 81.537362).

The scope is for Phase I only, which includes but is not limited to surveying, engineering, design, plans preparation, permitting and bidding for the proposed project, for Phase II approval. No construction activities for this project have been approved.

When completed, the Sub-Recipient shall provide deliverables for Phase II review of the following proposed activities.

The Phase II proposed scope of work shall include upgrading the existing drainage system, which is under capacity, by installing inlets and piping. The proposed improvements will be constructed within the Town's right-of-way. Vegetated swales will also be constructed to provide a measure of water quality treatment prior to entering the proposed drainage system. The project shall mitigate the flooding that currently persists during rainfall events, protecting those residences that have experienced structural flooding.

The project shall be designed to provide protection against a 100-year storm event. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

**PRINCIPAL PLACE OF PROJECT PERFORMANCE (IF DIFFERENT THAN PRINCIPAL PLACE OF BUSINESS):**

ADDRESS LINE 1: \_\_\_\_\_

ADDRESS LINE 2: \_\_\_\_\_

ADDRESS LINE 3: \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP CODE+4\*\* \_\_\_\_\_

**CONGRESSIONAL DISTRICT FOR PRINCIPAL PLACE OF PROJECT PERFORMANCE:**

\*\*Providing the Zip+4 ensures that the correct Congressional District is reported.

**EXECUTIVE COMPENSATION INFORMATION:**

1. In your business or organization's previous fiscal year, did your business or organization (including parent organization, all branches, and all affiliates worldwide) receive (a) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act, as defined at 2 CFR 170.320; , (b) \$25,000,000 or more in annual gross revenues from U.S. Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act?

Yes  No

***If the answer to Question 1 is "Yes," continue to Question 2. If the answer to Question 1 is "No", move to the signature block below to complete the certification and submittal process.***

2. Does the public have access to information about the compensation of the executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) Section 6104 of the Internal Revenue Code of 1986?

Yes  No

**If the answer to Question 2 is "Yes," move to the signature block below to complete the certification and submittal process. [Note: Securities Exchange Commission information should be accessible at <http://www.sec.gov/answers/execomp.htm>. Requests for Internal Revenue Service (IRS) information should be directed to the local IRS for further assistance.]**

**If the answer to Question 2 is "No" FFATA reporting is required. Provide the information required in the "TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR" appearing below to report the "Total Compensation" for the five (5) most highly compensated "Executives", in rank order, in your organization. For purposes of this request, the following terms apply as defined in 2 CFR Ch. 1 Part 170 Appendix A:**

**"Executive" is defined as "officers, managing partners, or other employees in management positions".**

**"Total Compensation" is defined as the cash and noncash dollar value earned by the executive during the most recently completed fiscal year and includes the following:**

- i. Salary and bonus.
- ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
- iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
- v. Above-market earnings on deferred compensation which is not tax-qualified.
- vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

**TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR**

(Date of Fiscal Year Completion \_\_\_\_\_)

<b>Rank (Highest to Lowest)</b>	<b>Name (Last, First, MI)</b>	<b>Title</b>	<b>Total Compensation for Most Recently Completed Fiscal Year</b>
<b>1</b>			
<b>2</b>			
<b>3</b>			
<b>4</b>			
<b>5</b>			

THE UNDERSIGNED CERTIFIES THAT ON THE DATE WRITTEN BELOW, THE INFORMATION PROVIDED HEREIN IS ACCURATE.

SIGNATURE: \_\_\_\_\_

NAME AND TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**Attachment J**  
**Mandatory Contract Provisions**

Provisions:

Any contract or subcontract funded by this Agreement must contain the applicable provisions outlined in Appendix II to 2 C.F.R. Part 200. It is the responsibility of the sub-recipient to include the required provisions. The Division provides the following list of sample provisions that may be required:



(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 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.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 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.

(F) 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.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) 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).

(I) 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 governmentwide Excluded Parties List System 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 1966 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(J) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any

other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(K) See § 200.322 Procurement of recovered materials.

**APPENDIX III TO PART 200—INDIRECT (F&A) COSTS IDENTIFICATION AND ASSIGNMENT, AND RATE DETERMINATION FOR INSTITUTIONS OF HIGHER EDUCATION (IHEs)**

**A. GENERAL**

This appendix provides criteria for identifying and computing indirect (or indirect (F&A)) rates at IHEs (institutions). Indirect (F&A) costs are those that are incurred for common or joint objectives and therefore cannot be identified readily and specifically with a particular sponsored project, an instructional activity, or any other institutional activity. See subsection B.1, Definition of Facilities and Administration, for a discussion of the components of indirect (F&A) costs.

**1. Major Functions of an Institution**

Refers to instruction, organized research, other sponsored activities and other institutional activities as defined in this section:

a. *Instruction* means the teaching and training activities of an institution. Except for research training as provided in subsection b, this term includes all teaching and training activities, whether they are offered for credits toward a degree or certificate or on a non-credit basis, and whether they are offered through regular academic departments or separate divisions, such as a summer school division or an extension division. Also considered part of this major function are departmental research, and, where agreed to, university research.

(1) *Sponsored instruction and training* means specific instructional or training activity established by grant, contract, or cooperative agreement. For purposes of the cost principles, this activity may be considered a major function even though an institution's accounting treatment may include it in the instruction function.

(2) *Departmental research* means research, development and scholarly activities that are not organized research and, consequently, are not separately budgeted and accounted for. Departmental research, for purposes of this document, is not considered as a major function, but as a part of the instruction function of the institution.

b. *Organized research* means all research and development activities of an institution that are separately budgeted and accounted for. It includes:

(1) *Sponsored research* means all research and development activities that are sponsored by Federal and non-Federal agencies and organizations. This term includes activities involving the training of individuals in research techniques (commonly called research training) where such activities utilize the same facilities as other research and development activities and where such activities are not included in the instruction function.

(2) *University research* means all research and development activities that are separately budgeted and accounted for by the institution under an internal application of institutional funds. University research, for purposes of this document, must be combined with sponsored research under the function of organized research.

c. *Other sponsored activities* means programs and projects financed by Federal and non-Federal agencies and organizations which involve the performance of work other than instruction and organized research. Examples of such programs and projects are health service projects and community service programs. However, when any of these activities are undertaken by the institution without outside support, they may be classified as other institutional activities.

d. *Other institutional activities* means all activities of an institution except for instruction, departmental research, organized research, and other sponsored activities, as defined in this section; indirect (F&A) cost activities identified in this Appendix paragraph B, Identification and assignment of indirect (F&A) costs; and specialized services facilities described in § 200.468 Specialized service facilities of this Part.

Examples of other institutional activities include operation of residence halls, dining halls, hospitals and clinics, student unions, intercollegiate athletics, bookstores, faculty housing, student apartments, guest houses, chapels, theaters, public museums, and other similar auxiliary enterprises. This definition also includes any other categories of activities, costs of which are "unallowable" to Federal awards, unless otherwise indicated in an award.

**2. Criteria for Distribution**

a. *Base period.* A base period for distribution of indirect (F&A) costs is the period during which the costs are incurred. The base period normally should coincide with the fiscal year established by the institution, but in any event the base period should be so selected as to avoid inequities in the distribution of costs.

b. *Need for cost groupings.* The overall objective of the indirect (F&A) cost allocation process is to distribute the indirect (F&A) costs described in Section B, Identification and assignment of indirect (F&A) costs, to



# AIA<sup>®</sup> Document B102™ – 2017

## **Standard Form of Agreement Between Owner and Architect without a Predefined Scope of Architect's Services**

### **Standard Form of Agreement Between Owner and Engineer without a Predefined Scope of Engineer's Services**

**AGREEMENT** made as of the 4th day of February in the year 2021  
(In words, indicate day, month and year.)

**BETWEEN** the Engineer's client identified as the Owner:  
(Name, legal status, address and other information)

**Town of Windermere, Florida**, a municipal corporation chartered and operating under the laws of the State of Florida  
614 Main Street  
Windermere, FL 34786

and the Engineer:  
(Name, legal status, address and other information)

Kimley Horn and Associates, Inc.  
189 S. Orange Avenue, Suite 1000  
Orlando, FL 32801

for the following (hereinafter referred to as "the Project"):  
(Insert information related to types of services, location, facilities, or other descriptive information as appropriate.)

Lake Bessie Street and 9<sup>th</sup> Avenue Stormwater Maintenance Improvements  
Windermere, Florida

The Owner and Engineer agree as follows.

#### **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.

## TABLE OF ARTICLES

1	ENGINEER'S RESPONSIBILITIES
2	OWNER'S RESPONSIBILITIES
3	COPYRIGHTS AND LICENSES
4	CLAIMS AND DISPUTES
5	TERMINATION OR SUSPENSION
6	COMPENSATION
7	MISCELLANEOUS PROVISIONS
8	SPECIAL TERMS AND CONDITIONS
9	SCOPE OF THE AGREEMENT

### ARTICLE 1 ENGINEER'S RESPONSIBILITIES

§ 1.1 The Engineer shall provide the following professional services:

*(Describe the scope of the Engineer's services or identify an exhibit or scope of services document setting forth the Engineer's services and incorporated into this document in Section 9.2.)*

The Scope of Services is attached as Exhibit "A" ("Scope of Services"). The schedule for the Engineer's Scope of Services is set forth in Exhibit "A". Owner retains the right to reduce the scope of any portion of the Scope of Services. In such event, Owner shall be entitled to proportionally reduce the Engineer's compensation.

§ 1.1.1 The Engineer represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 1.2 The Engineer shall perform its services consistent with the professional skill and care ordinarily provided by Engineers practicing in the same or similar locality under the same or similar circumstances. The Engineer shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. The Engineer shall, without additional compensation, correct and revise any errors or deficiencies in its designs, drawings, specifications, and services.

§ 1.3 The Engineer identifies the following representative authorized to act on behalf of the Engineer with respect to the Project.

Hao T. Chau, P.E.

Project Manager

[Hao.Chau@kimley-horn.com](mailto:Hao.Chau@kimley-horn.com)

§ 1.4 Except with the Owner's knowledge and consent, the Engineer shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Engineer's professional judgment with respect to this Project.

§ 1.5 The Engineer shall maintain at its own expense, the following insurance until four (4) years after the termination of this Agreement.

§ 1.5.1 Commercial General Liability with policy limits of not less than one million dollars (\$1,000,000) for each occurrence and two million dollars (\$2,000,000) in the aggregate for bodily injury and property damage and umbrella excess liability coverage of five million dollars (\$5,000,000).

§ 1.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Engineer with policy limits of not less than one million dollars (\$1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 1.5.3 The Engineer may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 1.5.1 and 1.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 1.5.4 Workers' Compensation at statutory limits.

§ 1.5.5 Employers' Liability with policy limits not less than one million dollars (\$ 1,000,000) each accident, one million dollars (\$ 1,000,000) each employee, and one million dollars (\$ 1,000,000 ) policy limit.

§ 1.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than one million dollars (\$ 1,000,000 ) per claim and two million dollars (\$2,000,000) in the aggregate.

§ 1.5.7 **Additional Insured Obligations.** The Engineer shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Engineer's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 1.5.8 The Engineer shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 1.5 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. Each policy shall contain a provision that the policy will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner.

§ 1.5.9 Engineer shall require its professional and licensed subconsultants to maintain a minimum of \$1,000,000 per occurrence for General Liability insurance, \$1,000,000 automobile liability insurance, statutory workers' compensation coverage, and if such subconsultant has a professional license, \$1,000,000 per occurrence for Professional Liability Insurance.

## ARTICLE 2 OWNER'S RESPONSIBILITIES

§ 2.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 2.2 The Owner identifies the following representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Engineer's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Engineer's services.  
*(List name, address, and other contact information.)*

Robert Smith, Town Manager  
Town of Windermere  
614 Main Street  
Windermere, Florida 34786  
[rsmith@town.windermere.fl.us](mailto:rsmith@town.windermere.fl.us)  
407-876-2563 x 5324



§ 2.3 The Engineer shall coordinate the services of Owner's consultants with those services provided by the Engineer. Upon the Engineer's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Engineer in this Agreement, or authorize the Engineer to furnish them as an Additional Service.

§ 2.4 Electronic mail may be used by the parties for notices using the email addresses in §1.3 and §2.2.

*(Paragraphs deleted)*

### **ARTICLE 3 COPYRIGHTS AND LICENSES**

§ 3.1 Drawings, specifications, reports, and all other documents, including those in electronic form, prepared by the Engineer and the Engineer's consultants ("Design Documents") are the sole and exclusive property of the Owner, shall be considered as being specially ordered by Owner as "works made for hire" under 17 U.S.C. §101, and may be used in any manner at the sole discretion of Owner. Owner shall have full and sole ownership rights to the Design Documents, regardless of any payment disputes with Engineer. Engineer shall furnish Owner with such reproductions of any Design Documents as the Owner may request at any time in both electronic and printed form. Any reproductions shall be the sole and exclusive property of the Owner who may use them without Engineer's permission for any purpose determined to be proper by the Owner. Owner shall own all rights, copyrights, or other intellectual property there may be with respect to the Design Documents. In the event that the Design Documents are held not to be "works made for hire", then Engineer agrees that all Design Documents, whether in final form or draft, which result from any Services performed by Engineer under this Agreement, are hereby assigned exclusively to Owner, including any copyright, patent, trademark, and all other intellectual property rights. In all cases, Engineer further hereby expressly assigns all of its present and future rights therein to Owner, and agrees to execute and furnish, and to cause all the Engineer's consultants to execute and furnish, in favor of Owner separate assignment documents from time to time as requested by Owner. This Section shall survive any termination or expiration of this Agreement. The Engineer shall be entitled to retain copies of the Design Documents for the Engineer's use and records. Owner shall be free to use the Design documents for any purpose, including, but not limited to, completion, renovation, additions, and expansion of the Project. The Engineer shall have no liability for the Owner's use of the Design Documents for a use unrelated to the Project. Engineer shall require language in each of its subconsultants' contracts providing for Owner's ownership of all Project documents and the Design Documents.

§ 3.2 The provisions of this Article 3 shall survive the termination of this Agreement.

*(Paragraphs deleted)*

### **ARTICLE 4 CLAIMS AND DISPUTES**

#### **§ 4.1 General**

§ 4.1.1 The Owner and Engineer shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by Florida law.

§ 4.1.2 To the extent damages are covered by property insurance, the Owner and Engineer waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in Owner's revised AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Engineer, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 4.1.3 The Engineer and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement. Redesign and remedial construction costs shall not be considered "consequential damages".

#### **§ 4.2 Mediation**

§ 4.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation pursuant to Florida Statutes as a condition precedent to binding dispute resolution.

§ 4.2.2 The Owner and Engineer shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be in accordance with Florida Statutes. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

§ 4.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 4.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 4.2, the method of binding dispute resolution shall be the following:

*(Check the appropriate box.)*

- Arbitration pursuant to Section 4.3 of this Agreement
- Litigation in a court of competent jurisdiction with exclusive venue in Orange County, Florida.
- Other *(Specify)*

If the Owner and Engineer do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 4.3 not used.

*(Paragraphs deleted)*

§ 4.4 The provisions of this Article 4 shall survive the termination of this Agreement.

#### ARTICLE 5 TERMINATION OR SUSPENSION

§ 5.1 If the Owner fails to make payments to the Engineer in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Engineer's option, cause for suspension of performance of services under this Agreement. If the Engineer elects to suspend services, the Engineer shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Engineer shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Engineer all sums due prior to suspension.

§ 5.2 If the Owner suspends the Project, as its sole remedy, the Engineer shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Engineer's fees for the remaining services and the time schedules shall remain the same as set forth in this Agreement.

§ 5.3 If the Owner suspends the Project for more than 180 cumulative days for reasons other than the fault of the Engineer, the Engineer may terminate this Agreement by giving not less than seven days' written notice.

§ 5.4 Either party may terminate this Agreement upon not less than seven (7) days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 5.5 The Owner may suspend or terminate this Agreement upon not less than seven (7) days' written notice to the Engineer for the Owner's convenience and without cause.

§ 5.6 If the Owner terminates or suspends this Agreement for its convenience pursuant to Section 5.5, the Engineer terminates this Agreement pursuant to Section 5.1, or the Engineer terminates this Agreement pursuant to Section 5.3, the Owner shall compensate the Engineer for services performed prior to termination, together with Reimbursable

Expenses incurred, which compensation shall be Engineer's sole and exclusive remedy for any termination or suspension.

**§ 5.7**

*(Paragraphs deleted)*  
not used.

**§ 5.8** Except as otherwise expressly provided herein, this Agreement shall terminate  
*(Check the appropriate box.)*

- One year from the date of commencement of the Engineer's services
- One year from the date of Substantial Completion of the Construction of the Project.
- Other  
*(Insert another termination date or refer to a termination provision in an attached document or scope of service.)*

If the Owner and Engineer do not select a termination date, this Agreement shall terminate one year from the date of commencement of the Engineer's services.

*(Paragraph deleted)*

**ARTICLE 6 COMPENSATION**

**§ 6.1** The Owner shall compensate the Engineer as set forth below for services described in Section 1.1, or in the attached exhibit or scope document incorporated into this Agreement in Section 9.2.

*(Insert amount of, or basis for, compensation or indicate the exhibit or scope document in which compensation is provided for.)*

As set forth in Exhibit A.

**§ 6.2 Compensation for Reimbursable Expenses**

**§ 6.2.1** Reimbursable Expenses are in addition to compensation set forth in Section 6.1 and include expenses incurred by the Engineer and the Engineer's consultants directly related to the Project, as follows:

- .1 not used;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets; but only if authorized in writing in advance by the Owner;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project; but only if authorized in writing in advance by the Owner;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates, but only if authorized in writing in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project; but only if authorized in writing in advance by the Owner;
- .8 not used; and
- .9 All taxes levied on professional services and on reimbursable expenses;

*(Paragraphs deleted)*

**§ 6.2.2** For Reimbursable Expenses the compensation shall be the actual expenses incurred by the Engineer and the Engineer's consultants without markup. Reasonable back-up documentation such as receipts shall be submitted with any invoices for Reimbursable Expenses. Travel expenses are not reimbursable

**§ 6.2.3**

*(Paragraphs deleted)*

**Additional Services.** Compensation for Additional Services that are not include in the Scope of Services shall be negotiated by the Owner and Engineer at the time of Owner's request for said Additional Services. Engineer shall not perform and shall not be entitled to any payment for such Additional Services unless the Owner and Engineer execute a written document setting forth a description of the Additional Services and the compensation to be paid for same in advance of Engineer performing such Additional Services. Before negotiating Additional Services, Engineer shall provide Owner with a list of personnel, proposed hourly rates, hours for each task, and itemization of proposed reimbursables for Owner's review, and any other additional information Owner may require. Subconsultants shall provide the same information on Subconsultant's letterhead for their Additional Services. The costs of any Additional Services performed without prior written authorization are waived by Engineer. The maximum hourly rates for Additional Services are stated in Exhibit "A".

### **§ 6.3 Payments to the Engineer**

**§ 6.3.1 Submittal of Invoices.** Invoices shall be submitted by electronic mail to Owner, confirmed returned receipt to the Town's Director of Finance, Nora White at [nwhite@town.windermere.fl.us](mailto:nwhite@town.windermere.fl.us) with a copy to the Town Manager, Robert Smith at [rsmith@town.windermere.fl.us](mailto:rsmith@town.windermere.fl.us) and the Project Manager, John Fitzgibbon at [jfitzgibbon@town.windermere.fl.us](mailto:jfitzgibbon@town.windermere.fl.us) Engineer's invoices shall be supported by such data substantiating the Engineer's right to payment as the Owner may require, such as, but not limited to, copies of invoices from subconsultants, receipts for supplies and Reimbursable Expenses, and records of detailed description of services performed, and time and names of personnel performing the services.

*(Paragraph deleted)*

### **§ 6.3.2 Progress Payments**

**§ 6.3.2.1** Unless otherwise agreed, payments for services shall be made monthly for the completion and delivery to Owner of each deliverable described in Exhibit "A". Payments are due and payable thirty ( 30) days after the date of Owner's approval of the Engineer's properly prepared and completed invoice. Amounts unpaid after the due date shall bear interest at the rate entered below:

*(Insert rate of monthly or annual interest agreed upon.)*

**Per Florida Statute Chapter 218.**

*(Paragraphs deleted)*

## **ARTICLE 7 MISCELLANEOUS PROVISIONS**

**§ 7.1** This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules.

**§ 7.2** Except as separately defined herein, terms in this Agreement shall have the same meaning as those in the Owner's revised AIA Document A201™-2017, General Conditions of the Contract for Construction.

**§ 7.3** The Owner and Engineer, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Engineer shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Engineer by the Owner prior to the assignment.

**§ 7.4** The parties shall agree upon protocols governing the transmission and use of Design Documents or any other information or documentation in digital form.

*(Paragraph deleted)*

**§ 7.5** If the Owner requests the Engineer to execute certificates, the proposed language of such certificates shall be submitted to the Engineer for review at least 14 days prior to the requested dates of execution. If the Owner requests the Engineer to execute consents reasonably required to facilitate assignment to a lender, the Engineer shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Engineer for review at least 14 days prior to execution. The Engineer shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 7.6 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Engineer.

§ 7.7 Unless otherwise required in this Agreement, the Engineer shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site, except in the case of the Engineer specifying the use of such substance. Engineer shall notify the Owner immediately upon Engineer's discovery of any hazardous or toxic substance on the Project site.

§ 7.8 The Engineer shall have the right to include photographic or artistic representations of the design of the Project among the Engineer's promotional and professional materials, subject to the prior written approval of Owner which approval shall not be unreasonably withheld or delayed. The Engineer shall be given reasonable access to the completed Project to make such representations. However, the Engineer's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Engineer in writing of the specific information considered by the Owner to be confidential or proprietary. The Engineer shall coordinate all press releases and promotional/industry articles with the Owner and the Owner shall pre-approve all press releases and articles, which approval shall not be unreasonably withheld or delayed. This Section 7.8 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 5.4.

§ 7.9 This is a public project. In general all information and documents are public records except confidential information pursuant to Florida Statute Chapter 119. If confidential, Engineer shall keep such information strictly confidential and shall not disclose it to any other person except only as permitted by Florida Statute Chapter 119. This Section 7.9 shall survive the termination of this Agreement.

§ 7.9.1 not used.

§ 7.10 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

## ARTICLE 8 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

*(Include other terms and conditions applicable to this Agreement.)*

**1. Availability of Funds.** All activities under or pursuant to this Agreement are subject to the availability of appropriated funds to the Owner, the Town of Windermere. Owner shall immediately notify Engineer should funds become unavailable. In such case, either party shall have the right to stop work and/or terminate this Agreement.

### **2. Public Records.**

a. To the extent Engineer is acting on behalf of Owner as provided under Subsection 119.011(2) of the Florida Statutes, Engineer shall:

i. Keep and maintain public records required by Owner to perform the services under this Agreement.

ii. Upon request from Owner's custodian of public records, provide Owner 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 costs provided in Chapter 119 of the Florida Statutes or otherwise provided by law.

iii. 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 Agreement term and following completion of the Agreement if the Engineer does not transfer the records to Owner.

iv. Upon completion of the Agreement, transfer, at no cost, to Owner all public records in possession of Engineer or keep and maintain public records required by Owner to perform the service. If the Engineer transfers all public records to Owner upon completion of the Agreement, the Engineer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Engineer keeps and maintains public records upon completion of the Agreement, the Engineer shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Owner, upon request from Owner's custodian of public records, in a format that is compatible with the information technology systems of Owner.



b. If the Engineer fails to provide the public records to Owner within a reasonable time the Engineer may be subject to penalties under Section 119.10 of the Florida Statutes. Further, Owner may exercise any remedies at law or in equity, including, without limitation, the right to (i) impose sanctions and assess financial consequences, (ii) withhold and/or reduce payment, and (iii) terminate this Agreement in accordance with the terms hereof.

Engineer shall defend, at its own cost, indemnify, and hold harmless Owner, their officers, directors, and employees from and against all claims, damages, losses, and expenses, (including but not limited to fees and charges of attorneys or other professionals and court and arbitration or other dispute resolution costs) arising out of or resulting from Engineer's failure to comply with the terms of this Section.

c. **IF THE ENGINEER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ENGINEER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT OWNER'S CUSTODIAN OF PUBLIC RECORDS FOR THIS PROJECT, DOROTHY BURKHALTER AT 407-876-2563 X 5323, [DBURKHALTER@TOWN.WINDERMERE.FL.US](mailto:DBURKHALTER@TOWN.WINDERMERE.FL.US), 614 MAIN STREET, WINDERMERE, FLORIDA 34786.**

3. **Sovereign Immunity.** Owner's limits of liability are set forth in Section 768.28 of the Florida Statutes, and nothing herein shall be construed to extend the liabilities of Owner beyond that provided in Section 768.28 of the Florida Statutes. Nothing herein is intended as a waiver of Owner's sovereign immunity under Section 768.28 of the Florida Statutes. Nothing hereby shall inure to the benefit of any third party for any purpose, including but not limited to anything which might allow claims otherwise barred by sovereign immunity or operation of law. Furthermore, all of Owner's obligations under this Agreement are limited to the payment of no more than the per person amount limitation and the aggregate contained in Section 768.28 of the Florida Statutes, even if the sovereign immunity limitations of that statute are not otherwise applicable to the matters as set forth herein.

In no event shall Owner be liable to Engineer for indirect, special, or consequential damages, including, but not limited to, loss of revenue, loss of profit, cost of capital, or loss of opportunity regardless of whether such liability arises out of contract, tort (including negligence), strict liability, or otherwise. Owner shall not assume any liability for the acts, omissions, or negligence of Engineer, its agents, servants, employees, or subconsultants. In all instances, Engineer shall be responsible for any injury or property damage resulting from any activities conducted by Engineer.

4. **No Harassment.** Engineer shall provide a harassment-free workplace, with any allegation of harassment given priority attention and action by management. Engineer shall insert a similar provision in accordance with this section, in all subcontracts for this Project.

5. **Independent Contractor.** Engineer is and shall remain an independent contractor and not an employee or agent of Owner. There are no intended or unintended third party beneficiaries of this Agreement, and no parties other than the Owner and Engineer shall have the right to enforce this Agreement. This Agreement shall not be construed as a teaming, joint venture or other such arrangement. Nothing in this Agreement shall grant to either party the right to make commitments of any kind for or on behalf of the other party without the prior written consent of the other party.

6. **Non-Discrimination.** Engineer and its subconsultants shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. Engineer shall take affirmative action to ensure that qualified applicants are employed if work is available and that employees are treated during employment without regard to their race, religion, color, sex, creed, handicap, marital status, or national origin. Engineer agrees to post in places available to all employees and applicants for employment, notices setting forth the policies of nondiscrimination.

Engineer shall, in all solicitations or advertisements for employees, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, creed, handicap, marital status, or national origin.

7. **Public Entity Crime Notice.** Engineer affirms that it is aware of the provisions of Section 287.133(2)(a), Florida Statutes, and that at no time has Engineer been convicted of a Public Entity Crime. Engineer agrees that it shall not violate such law and further acknowledges and agrees that any conviction during the term of this Agreement may result in termination of this Contract by Owner.

8. **Records.** Engineer shall preserve all contract records and documents for the entire term of this Agreement and for five (5) years after the later of: (i) the date of submission of Engineer's final services, or (ii) until all claims (if any) regarding the Agreement are resolved. During such period of time, Engineer shall retain and maintain all records and make such records available for an audit as may be requested by Owner. The records shall be subject at all times to inspection, review, or audit by Owner, FEMA Administrator, State personnel of the Office of the Auditor General, Chief Financial Officer, Office of the Chief Inspector General, the Comptroller General of the United States, and the State of Florida, Division of Emergency Management, and any of their duly authorized representatives. Owner and the foregoing may, at any time and for any reason whatsoever, review, audit, copy, examine and investigate in any manner, any records of Engineer which include, but are not limited to, papers, books, documents, vouchers, bills, invoices, requests for payment, accounting records, and other supporting documentation, which according to generally accepted accounting principles, procedures and practices, sufficiently and properly reflect all costs expended in the performance of this Agreement. Engineer agrees to reimburse Owner for the reasonable costs of investigation incurred by Owner, the Inspector General, State Auditor General or other authorized State or Federal official or agent for investigations of Engineer's compliance with the terms of this Agreement which results in disallowed costs. Such reasonable costs shall include, but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. In compliance with the Disaster Recovery Act of 2018, the Owner and the Engineer acknowledge and agree that no language in this Agreement is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

9. Whenever the term "Contractor" is used in the Contract Documents it shall refer to and mean "Construction Manager" or the "Contractor" as the case may be for the specific Project.

10. **No Use of Funds for Lobbying or Litigation.** Engineer shall not use any funds received pursuant to this Agreement for lobbying the Florida Legislature, the judicial branch, or any state agency. Engineer shall not use any funds received pursuant to this Agreement for any legal action against Owner.

11. **Discriminatory Vendor List.** Engineer represents that it is not on the State's discriminatory vendor list and that for services related to this Agreement, Engineer shall not transact business with any entity that has been placed on the State's discriminatory vendor list.

12. **No Contingency Fees.** Engineer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Engineer to solicit or secure this agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Engineer any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

13. **Schedule.** Engineer shall perform its services in accordance with the schedule set forth in Exhibit "A".

14. Whenever the term, "AIA Document A201-2007" is used in the Contract Documents, it shall refer to and mean the Town of Windermere's revised AIA A201-2017, Revised General Conditions of the Contract for Construction.

15. Engineer is familiar with and shall comply with all applicable federal, state and local laws, rules, regulations, and requirements, as applicable.

16. **E-Verify.** Engineer shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all employees hired by Engineer during the term of this Agreement; and Engineer shall expressly require any subconsultants to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all employees hired by the subconsultants during the contract term. The Department of Homeland Security's E-Verify system can be found at:

[http://www.dhs.gov/files/programs/gc\\_1185221678150.shtm](http://www.dhs.gov/files/programs/gc_1185221678150.shtm)

The employment by Engineer or any of its subconsultants of unauthorized aliens, as described by Section 274A(e) of the Immigration and Nationalization Act, shall be cause for termination of this Agreement. **Only those employees determined eligible to work within the United States shall be employed under this Agreement.**



17. **No Smoking.** Smoking and all tobacco products are prohibited on the Project site, and prohibited anywhere on Owner's property. Tobacco is defined as tobacco products including, but not limited to, cigars, cigarettes, e-cigarettes, pipes, chewing tobacco and snuff. Failure to abide by this policy may result in civil penalties levied under Chapter 386, Florida Statutes and/or contract enforcement remedies.

18. **Proposal Terms Not Incorporated.** In the event Engineer has presented a proposal to Owner which may contain terms and conditions other than a description of the scope of Services, such terms and conditions shall not be valid, shall not be enforceable, and shall not be considered a part of this Agreement. Only the description of the scope of Services to be performed shall be considered a part of this Agreement.

19. **COVID19.** Engineer's Fees include all amounts necessary to comply with all regulations, ordinances, and laws concerning COVID19, including PPE, sanitation, and social distancing requirements.

20. **Scrutinized Companies List.**

a. By executing this Agreement, Engineer certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725 of the Florida Statutes, (2) engaged in a boycott of Israel, (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473 of the Florida Statutes, or (4) engaged in business operations in Cuba or Syria. Pursuant to section 287.135(5) of the Florida Statutes, Owner may immediately terminate this Agreement for cause if the Engineer is found to have submitted a false certification as to the above or if the Engineer is placed on the Scrutinized Companies that Boycott Israel List, is engaged in a boycott of Israel, 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, during the term of the Agreement. If Owner determines that the Engineer has submitted a false certification, Owner will provide written notice to the Engineer. Unless the Engineer demonstrates in writing, within 90 calendar days of receipt of the notice, that Owner's determination of false certification was made in error, Owner shall bring a civil action against the Engineer. If Owner's determination is upheld, a civil penalty equal to the greater of \$2 million or twice the amount of this Agreement shall be imposed on the Engineer, and the Engineer will be ineligible to bid on any Agreement with a Florida agency or local governmental entity for three years after the date of Owner's determination of false certification by the Engineer.

b. If federal law ceases to authorize the states to adopt and enforce the contracting prohibition in this Section, this Section shall be null and void without further action of the parties.

21. **CADD.** The Engineer shall provide copies of the Design Documents to Owner prepared in 3D Revit, Sketchup, Autocad, or another CADD format approved by Owner.

22. **Subconsultants.** All subconsultants utilized by Engineer for the Project are subject to the approval of Owner. After approval from Owner, the Engineer shall not remove or substitute any of the subconsultants without the written consent of Owner which consent shall not be unreasonably withheld.

23. Engineer shall coordinate and conduct with the Owner and Engineer a Project Warranty Inspection at the Project site on a mutually convenient date within the 14 day period before the expiration of the Contractor's one (1) year warranty period.

24. The following documents and agreements are incorporated by reference and Engineer shall comply with all terms, conditions, and requirements of same to the same extent required of Owner:

Federally-Funded Subaward and Grant Agreement dated [REDACTED], 20 [REDACTED], Agreement No. [REDACTED], attached as Exhibit "B" ("Funding Agreement").

25. The provisions of Florida Statute Chapter 558 are waived by both Parties and shall not be applicable to this Agreement.

26. Engineer shall indemnify, defend, save and hold harmless the Owner and its officials, officers and employees to the fullest extent permitted by law from and against all claims, damages, losses, and costs, including but not limited to reasonable attorneys' fees to the extent caused by the negligence, recklessness, or intentional wrongful conduct of

Engineer and any other persons employed or utilized by Engineer in the performance of this Agreement. The provisions of this paragraph shall survive the expiration or earlier termination of this Agreement.

#### 27. Federal Non-Discrimination Requirements:

During the performance of this contract, the Engineer agrees as follows:

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

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

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

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

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

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

(6) The Engineer will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

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

(8) The Engineer 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 Engineer will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

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

#### 28. Copeland Anti-Kickback Act.

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

b. Subcontracts. The Engineer shall insert in any subcontracts the clause above and such other clauses as FEMA



may by appropriate instructions require, and also a clause requiring the subconsultants to include these clauses in any lower tier subcontracts. The Engineer shall be responsible for the compliance by any subconsultant with all of these contract clauses.

c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as provided in 29 C.F.R. Section 5.12.

#### **29. Clean Air Act and Federal Water Pollution Act.**

##### **Clean Air Act**

1. The Engineer agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The Engineer agrees to report each violation to the Owner and understands and agrees that the Owner will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The Engineer agrees to include these requirements in each subcontract.

##### **Federal Water Pollution Control Act**

1. The Engineer agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The Engineer agrees to report each violation to the Owner and understands and agrees that the Owner will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The Engineer agrees to include these requirements in each subcontract.

30. **Waiver of Claims.** Engineer hereby waives all claims against Owner, and its officials, officers, and employees for injury, death, damage, or loss arising from or related to activities conducted under this Agreement, including, but not limited to, for any injury to, or death of, Engineer's employees or the employees of Engineer's related entities, or for damage to, or loss of, Engineer's property or the property of its related entities arising from or related to activities conducted under this Agreement, whether such injury, death, damage, or loss arises through negligence or otherwise, except in the case of Owner's willful misconduct. Engineer waives all claims against Owner (except for such claims which result from the gross negligence or willful misconduct of the Owner) for any such loss, damage, personal injury or death occurring as a consequence of the conduct of activities or the performance of Engineer's responsibilities under this Agreement.

#### **31. Suspension and Debarment**

- (1) This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Engineer is required to verify that none of the Engineer's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The Engineer must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by (insert name of recipient/subrecipient/applicant). If it is later determined that the Engineer did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (insert name of recipient/subrecipient/applicant), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The Engineer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this Agreement is in effect. Engineer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

32. This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of this Agreement. Engineer will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives. The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the non-Federal entity, Engineer, or any other party pertaining to any matter resulting from this Agreement.

33. Engineer is encouraged to use Florida's minority and service-disabled veteran businesses as subconsultants under this Agreement. The Certified Vendor Directory can be accessed from the website of the Florida Department of



Economic Opportunity of Management Services, Office of Supplier Diversity located at:  
[https://www.dms.myflorida.com/agency\\_administration/office\\_of\\_supplier\\_diversity\\_osd](https://www.dms.myflorida.com/agency_administration/office_of_supplier_diversity_osd)

34. It is the policy of Owner that disadvantaged business enterprises as defined in 49 CFR Part 26, as amended, shall have the maximum opportunity to participate in the performance of contracts under this Agreement. Engineer and its subconsultants agree to ensure that Disadvantaged Business Enterprises as defined in applicable federal and state regulations have the opportunity to participate in the performance of subcontracts under this Agreement. In this regard, Engineer shall take all necessary and reasonable steps in accordance with applicable federal and state regulations, to ensure that the Disadvantaged Business Enterprises have the opportunity to compete for and perform subcontracts.

35. **Prohibited Interests:** No member, officer, or employee of Owner during this tenure or for two years thereafter shall have any interest, direct or indirect, in this Contract or the proceeds thereof. Engineer and its subconsultants shall not enter into any contract, subcontract, or arrangement in connection with the Project or any property included or planned to be included in the Project, in which any member, officer, or employee of Owner during the term of this Agreement and for two years thereafter has any interest, direct or indirect. If any such present or former member, officer, or employee involuntarily acquires or had acquired prior to the beginning of his or her tenure with Owner, any such interest, and if such interest is immediately disclosed to Owner, Owner may waive the prohibition contained in this subsection, provided, that any such present member, officer or employee shall not participate in any action by Owner relating to such contract, subcontract, or arrangement. Engineer shall insert in each of their subcontracts, the following provision: "No member, officer, or employee of Owner during the term of this Agreement and for two years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

36. **Byrd Anti-Lobbying Certification:**

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Engineer certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Engineer understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

37. **Prohibited Gratuities.** Engineer shall not offer or give a gratuity (e.g., an entertainment or gift) to any officer, official, or employee of Owner.

**38. PURSUANT TO FLORIDA STATUTES, SECTION 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT OF ENGINEER MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE IN ANY CLAIM(S) ARISING OUT OF OR RELATED TO THIS AGREEMENT, THE SERVICES PERFORMED IN THIS AGREEMENT, OR THE PROJECT.**

39. No Individual Liability. No covenant or agreement contained in this Agreement shall be deemed to be the covenant or agreement of any individual officer, agent, employee, or representative of the Owner, in his or her individual capacity, and none of such persons shall be subject to any personal liability or accountability by reason of the execution of this Agreement, whether by virtue of any constitution, statute, or rule of law, or by the enforcement of any assessment or penalty, or otherwise. Further, Engineer waives and releases any and all claims of any kind against the individual officers, agents, employees, and representatives of the Owner.

40. To be eligible for payment, Engineer's costs must be in compliance with all laws, rules and regulations, including, but not limited to, to the extent applicable, the Reference Guide for State Expenditures:  
[http://www.myfloridacfo.com/aadir/reference\\_guide/](http://www.myfloridacfo.com/aadir/reference_guide/)

41. DHS LOGO. Engineer shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

42. With each pay request, Engineer shall provide a written report regarding the status of its performance under this Agreement for each task described in Exhibit "A". Engineer shall also provide a close-out report within 30 days of the final completion of the Project. Engineer shall provide any other reports required by the Funding Agreement.

43. Electronic Signatures. The Parties agree that this Agreement and any amendments may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. For purposes of this Agreement "electronic signature" includes faxed versions of an original signature, electronically scanned and transmitted versions (via pdf) of an original signature, and portable document formats which include, but are not limited to, Abode or DocuSign.

44. Engineer acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Engineer's actions pertaining to this Agreement.

## ARTICLE 9 SCOPE OF THE AGREEMENT

§ 9.1 This Agreement represents the entire and integrated agreement between the Owner and the Engineer and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Engineer.

§ 9.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B102™-2017, Standard Form Agreement Between Owner and Engineer
- .2 not used.

*(Paragraphs deleted)*

- .3 Exhibits:

*(Check the appropriate box for any exhibits incorporated into this Agreement.)*

AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:  
*(Insert the date of the E204-2017 incorporated into this Agreement.)*

Other Exhibits incorporated into this Agreement:  
*(Clearly identify any other exhibits incorporated into this Agreement.)*

*(Paragraphs deleted)*

Exhibit "A" – Scope of Services

Exhibit "B" – Federally-Funded Subaward and Grant Agreement

This Agreement entered into as of the day and year first written above.

\_\_\_\_\_  
**OWNER** *(Signature)*

\_\_\_\_\_  
**ENGINEER** *(Signature)*

\_\_\_\_\_  
*(Printed name and title)*

\_\_\_\_\_  
*(Printed name, title, and license number, if required)*

**Bessie Street and 9th Avenue Stormwater Maintenance Improvements  
February 1, 2021*****Identification of Project:***

Project: Bessie Street and 9th Avenue Stormwater Maintenance Improvements

Client: Town of Windermere

***Project Understanding:***

This proposal identifies the scope, schedule, and fee for engineering services for the 45% Design Plans for review by Town Council and Final Design Plans associated for the Drainage Improvements along the existing dirt roads including portions of East 9<sup>th</sup> Avenue, East Blvd, East 8<sup>th</sup> Avenue and Bessie Street (Project). Drainage improvements will also include Oakdale Street from one block north to one block south of East 9th Avenue; and the intersection of East 8th Avenue and Magnolia Street.

The Project will consist of open and closed drainage conveyance systems while maintaining the existing width of the dirt roadways along East 9<sup>th</sup> Avenue from Main Street to East Blvd. (approximately 800'), East Blvd from East 9<sup>th</sup> Avenue to East 8<sup>th</sup> Avenue (approximately 500'), East 8<sup>th</sup> Avenue from East Blvd to Bessie Street (approximately 300'); Bessie Street from East 8<sup>th</sup> Avenue to East 7<sup>th</sup> Avenue (approximately 500'); Oakdale Street from one block north to one block south of East 9th Avenue (approximately 700'); and the intersection of East 8th Avenue and Magnolia Street (approximately 200'). The total project length is approximately 3,000 ft including side street returns. The improvements will include proposed drainage inlets, swales and stormwater management facilities needed to accommodate the water quantity and quality requirements prior to the discharge into Lake Bessie.

All design work shall comply with the direction of Town Council provided at the 45% design review and prior to proceeding to the Final Design Phase. Kimley-Horn will coordinate with Town Staff early during the design for direction to limit impacts to existing features along the corridor as to not diminish the look, feel and charm of the area. Kimley-Horn will present the 45% Design Plans to the Town Council at up to two (2) meetings. Final Design work shall comply with the requirements of the appropriate regulatory agencies.

This proposal also includes:

- Engineering services for the design of modifications at the intersection East 9th Avenue and East Blvd to a T-Intersection
- Engineering services for design and permitting of an 8" water main along East 9th Avenue (from Main Street), East Blvd, East 8th Avenue and Bessie Street (to East 6<sup>th</sup> Avenue)

***Specific Scope of Basic Services:*****Task 1 – 45% Design Plans Submittal****A. Construction Plans**

Based on the preferred alternative established in the Bessie Street Drainage Study, which includes minimal impacts to the dirt road footprint, Kimley-Horn will prepare the 45% design package and construction plans for the drainage improvements in accordance with Town Staff direction, FDOT Drainage Manual, and requirements by regulatory agencies. Coordination with a certified arborist retained by the Town will be conducted early during this process. Kimley-Horn will present the 45% Design Plans to the Town Council at up to two (2) meetings.



The drainage plan and profile sheets will be prepared on 11"x17" half size sheets at a horizontal scale of 1" = 40'. The plans will be prepared on topographic information provided by a field survey from the Bessie Street Drainage Study and additional field survey as described below. The plan and profile sheets will show the drainage horizontal and vertical information for the project. Various elements such as swales, inlets, pipes, existing dirt road width, intersecting roadways, driveways and right-of-way lines will be shown and dimensioned. The plans will include grading details for the drainage improvements and existing dirt roads to accommodate these improvements along East 9th Avenue, East Blvd, East 8th Avenue and Bessie Street. Drainage grading details will also include Oakdale Street one block north and one block south of East 9th Avenue; and the intersection of East 8<sup>th</sup> Avenue and Magnolia Street.

Existing underground utilities will be shown based on information provided by the utility companies or as identified during surveying efforts. Roadway soil profiles from auger borings will be shown.

#### B. Drainage Design

Drainage Map(s) will be prepared for the project at a scale of 1" = 200'. The drainage maps will show roadway drainage basins, pond locations, existing drainage features, offsite basins and flow patterns/arrows. Design information relative to the proposed storm sewer pipes, drainage structures and swales will be shown on the drainage plan and profile sheets. Proposed drainage structure cross sections are not included in this Task.

Kimley-Horn will design roadside swales and stormwater management as needed to accommodate the Project. Drainage calculations will be prepared and documented in a Drainage Report.

The drainage design will incorporate water quality analysis results completed as part of the Bessie Street Drainage Study including design of two rain gardens in place of the two detention ponds proposed in the Bessie Street Study phase of this project.

#### Task 2 – Final Design Plans Submittal

##### A. Construction Plans

Based on the coordination with Town Staff and Council established after the 45% Design Plans submittal, Kimley-Horn will prepare the Final Design and construction plans for the drainage improvements.

It is anticipated that Traffic Control Plans (TCP) will be prepared by the Contractor and is not included this Task.

Kimley-Horn will design the signing for the dirt roads in accordance with the current version of the Manual on Uniform Traffic Control Devices (MUTCD). The design will be shown on the drainage plan and profile sheets.

##### B. Permitting

It is anticipated that the drainage and water quality improvements will require a South Florida Water Management District (SFWMD) Environmental Resource Permit (ERP).

Kimley-Horn will provide water quality calculations in support of SFWMD ERP application.

Kimley-Horn will prepare and submit a permit application package to the SFWMD. Kimley-Horn will respond to up to two (2) Requests for Additional Information (RAI) from the SFWMD. The Town will be responsible for signing all necessary application forms and all application fees associated with the permit application.



### Task 3 – T-Intersection Design for the East 9th Avenue and East Blvd Intersection

Kimley-Horn will develop conceptual plan and typical section for the T-Intersection design of East 9th Avenue and East Blvd. Upon approval of the concept plans, the intersection design will be coordinated and designed in collaboration with the proposed drainage improvements (Task 1).

The proposed intersection concept plan will include the following:

- One (1) plan view including signing
- One (1) typical section

Kimley-Horn will prepare the above documents for submittal to the Town. Kimley-Horn will revise the documents per the Town comments up to two (2) times.

### Task 4 – Rain Garden Landscape Plans

Kimley-Horn will prepare Landscape Planting Plans and Details for two (2) rain gardens located within the proposed project improvement area. The rain gardens will be coordinated and designed in collaboration with the proposed drainage improvements. The rain gardens are anticipated to be located at the intersection of 8th Ave. / East Blvd. and the intersection of 9th Ave. /East Blvd.

The proposed rain garden planting plan will include the following:

- One (1) plan view planting plan for each Rain Garden (at an appropriate scale) with plant locations and plant ID callouts
- One (1) plant schedule listing the proposed plantings within each rain garden
- Two (2) typical cross section details for each of the proposed planted rain gardens
- Typical planting details and notes

Kimley-Horn will prepare the above documents for submittal to the Town and the SFWMD. Kimley-Horn will revise the documents per the Town and SFWMD comments up to two (2) times.

Final Deliverables for this task include one (11”x17”) signed and sealed set of reproducible landscape plan drawings for the proposed rain garden locations listed in the description above.

### Task 5 – Survey Services

Kimley-Horn will retain the services of PEC Surveying and Mapping, LLC (PEC) to perform the additional design survey for Oakdale Street one block north and one block south of East 9th Avenue (approximately 700’); and the intersection of East 8th Avenue and Magnolia Street (approximately 200’). Refer to attached subconsultant proposal for additional information.

### Task 6 – Geotechnical Services

Kimley-Horn will retain the services of Geotechnical and Environmental Consultants, Inc. (GEC) to perform additional auger borings and field permeability tests for the intersection of East 8th Avenue and Magnolia Street (approximately 200’) and associated stormwater pond area. Refer to attached subconsultant proposal for additional information.

### Task 7 – Subsurface Utility Verification

Kimley-Horn will retain the services of Southeastern Surveying and Mapping Corp. (Southeastern) to perform utility test holes. Refer to attached subconsultant proposal for additional information.

### Task 8 – Bid Assistance Services

Kimley-Horn will prepare one (1) opinion of probable construction cost and one (1) contractor bid tabulation form for the Project for use by the Town during the bidding process. Kimley-Horn will attend one (1) pre-bid meeting and provide input as directed by the Client. Kimley-Horn will prepare responses to questions submitted by the contractors to the Town during the bidding period.

#### Task 9 – Construction Phase Services

Kimley-Horn will review drainage structure shop drawings submitted by the Contractor in accordance with standard FDOT procedures. The Town will be responsible for the receipt, distribution, and disposition of all contractor submittals, including project logs. The term "shop drawings" include all drawings, diagrams, illustrations, transportation procedures, manuals, and design calculations submitted by the Contractor to define some portion of the project.

Kimley-Horn will provide written responses to the Town for up to five (5) Contractor Requests for Information (RFI).

Kimley-Horn will attend up to five (5) progress meetings during construction as requested by the Town. This task does not include engineering inspection services.

#### Task 10 – Water Main Construction Plans

Drainage improvements are being designed along Bessie Street and 9th Avenue. The Town's Water Master Plan identified a future 8-inch water main that would service the area. In an effort to minimize future construction to install the water main, the Town has elected to include the work in this scope. Kimley-Horn understands that the Town currently has one (1) 12-inch water main at the intersection of Bessie and 6th Avenue and one (1) 8-inch water main at the intersection of 9th Avenue and Main Street (dirt road). The proposed 8-inch water main will be approximately 2,500 linear feet.

Kimley-Horn will prepare utility plans for 60%, 90%, and 100% plans for the 8-inch water main along Bessie Street and 9th Avenue. Kimley-Horn understands that the Town currently has an existing 12-inch and 8-inch water main which will provide connection points for the proposed 8-inch water main at the intersections of Bessie Street and 6th Avenue and 9th Avenue and Main Street (dirt road). The water main will include water service connections and hydrants. Kimley-Horn understands that the residents will be responsible for the connection to the back of the meter and this effort will not be part of this design. The water main will be designed in accordance with the OCU standards.

The construction plan and profile sheets will be prepared on 11"x17" half size sheets at a horizontal scale of 1" = 40'. The plans will be prepared on topographic information provided by a field survey. The plan and profile sheets will show the horizontal and vertical information for the project as previously described.

The Engineer will submit plans to OCU for review and comments at the 90% complete level. After receiving comments from OCU, Kimley-Horn will revise the drawings and submit the final 100% drawings to OCU for review and comments.

Kimley-Horn will prepare bid documentation and will assist the Town in bidding services. Bidding services include attending a pre-bid meeting, responding to addenda, and final construction documentation.

#### Task 11 – Water Main Permitting

Kimley-Horn will prepare and submit a Florida Department of Environmental Protection (FDEP) permit application for the water main extension. The final plans will be coordinated with OCU staff for their signatures on the permit applications.

#### Task 12 – Water Main Construction Phase Services

Kimley-Horn will attend the pre-construction meeting, review shop drawing submittals by the contractor, provide responses for up to five (5) RFI's, and attend up to three (3) progress meetings.

Kimley-Horn will prepare and submit the FDEP Clearance Form to the FDEP for approval.

The contractor will be responsible for providing as-built information and the required survey information for OCU's project closeout. Kimley-Horn will review the information provided by the contractor and prepare record drawings for the project.

#### Task 13 – Water Main Utility Investigation Services

Kimley-Horn will retain the services of ECHO UES, Inc. (ECHO) to perform identification and marking of existing utilities and up to six (6) utility verification test holes. Refer to attached subconsultant proposal for additional information.

#### Task 14 – Water Main Utility Survey Services

Kimley-Horn will retain the services of PEC Surveying and Mapping, LLC (PEC) to perform the additional design survey for identification and test holes described in Task 13.

#### Task 15 – Unpaved Road Project Maintenance Plan

*Research / Site Assessment* - A site assessment will be completed to understand the potential issues that will occur with unpaved the roadway. The topography, soils, and land cover play a part in the alignment and stability of the road.

- A review of the topography survey completed for this Project will be included to understand the slopes and grades that will contribute to the velocity of runoff in the area.
- A soil type assessment will be completed to understand the stability and permeability of the soils adjacent to the existing unpaved roadways.
- A vegetation / land cover assessment will be completed to understand the existing land cover and how it can help preserve erosion on slopes.

*Inventory* - An unpaved roadway and drainage structure inventory will be completed to identify locations that contribute to the Project basin that will need maintenance. Contributing basins will be identified to determine the amount of runoff that is coming to each drainage structure. This will help categorize areas of concern and determine which areas will need increased maintenance.

*Maintenance Schedule, Checklist, and Monitoring Plan* - Routine inspection and maintenance should be performed by Town staff to maintain the unpaved roadway and adjacent drainage systems. A maintenance plan, based on the plan developed for Butler Street and 7th Avenue Stormwater Maintenance Improvements, will be developed and will consist of upkeep strategies for four (4) main areas of concern: roadway surface, side slopes, drainage system, and buffers. A maintenance schedule and checklist will be developed ensure proper care of the unpaved roadways and surrounding drainage systems.

#### **Project Deliverables:**

- 45% Construction Plans
- Final Construction Plans
- Drainage Report
- SFWMD application package
- Rain Garden Landscape Plans
- Geotechnical engineering report
- Utility test hole data sheets
- Opinion of probable construction cost
- Contractor bid tabulation form
- Water Main Construction Plans
- Water Main application package
- Maintenance Plan

***Additional Services if required:***

The following services are not included in this proposal, but may be performed if authorized by the Town. Payment for these additional services will be agreed upon prior to their performance.

- Sidewalk Design
- Traffic Control Plans
- Drainage structure cross sections
- Engineering inspection services
- Attendance at meetings in addition to those noted in the scope of services
- Concept development of additional alternatives
- Cost estimates of additional alternatives
- Certified Arborist evaluation for tree preservation
- Lighting Plans

***Information Provided By Client:***

The Town will provide the following information, upon which Kimley-Horn can rely:

- Available right of way data
- Available record or as-built plans
- Available permits
- Data regarding the existing road conditions

***Schedule:***

Tasks 1-7, 10-11, and 13-15 are anticipated to be completed within 180 calendar days. Tasks 8, 9 and 12 will be dependent on the Town's bidding process and the construction duration.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

**Method of Compensation:**

It is understood this proposal is for a maximum amount of \$216,264.

Kimley-Horn will perform the **Drainage Improvement Design Services** in Tasks 1-9 for a lump sum fee of \$137,319 inclusive of expenses. A breakdown of fee by task is provided in the table below.

Task	Fee
Task 1: 45% Design Plans Submittal	\$41,400
Task 2: Final Design Plans Submittal	\$43,480
Task 3: T-Intersection Design	\$5,770
Task 4: Rain Garden Landscape Plans	\$15,020
Task 5: Survey Services	\$4,000
Task 6: Geotechnical Services	\$3,885
Task 7: Subsurface Utility Verification	\$1,684
Task 8: Bid Assistance Services	\$8,670
Task 9: Construction Phase Services	\$13,410

Kimley-Horn will perform the **Water Main Design Services** in Tasks 10-14 for a lump sum fee of \$72,070 inclusive of expenses. A breakdown of fee by task is provided in the table below.

Task	Fee
Task 10: Water Main Construction Plans	\$44,560.00
Task 11: Water Main Permitting	\$3,450.00
Task 12: Water Main Construction Phase Services	\$17,310.00
Task 13: Water Main Utility Investigation Services	\$3,000.00
Task 14: Water Main Utility Survey Services	\$3,750.00

Kimley-Horn will perform the **Maintenance Plan Services** in Tasks 15 for a lump sum fee of \$6,875 inclusive of expenses. A breakdown of fee by task is provided in the table below.

Task	Fee
Task 15: Unpaved Road Project Maintenance Plan	\$6,875

Lump sum fees will be invoiced monthly based upon the overall percentage of services performed. Payment will be due within 25 days of your receipt of the invoice.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]



ACCEPTED:  
THE TOWN OF WINDERMERE, FLORIDA

KIMLEY-HORN AND ASSOCIATES, INC.



BY: \_\_\_\_\_

BY: \_\_\_\_\_

Hao T. Chau, PE

TITLE: \_\_\_\_\_

TITLE: Assistant Secretary/Project Manager

DATE: \_\_\_\_\_

DATE: 02/01/2021

KIMLEY-HORN AND ASSOCIATES, INC.



BY: \_\_\_\_\_

Victor H. Gallo, PE

TITLE: Drainage Engineer

DATE: 02/01/2021



February 1, 2021

**KIMLEY-HORN AND ASSOCIATES, INC.**

**Project: Bessie and 9th Stormwater Maintenance Improvements**

**Client: Town of Windermere**

**Summary of Fees and Charges**

<b>PROJECT LABOR</b>	<b>Hours</b>	<b>Lump Sum</b>
<b>Project: Bessie and 9th Stormwater Maintenance Improvements</b>	<b>1,299.0</b>	<b>\$ 199,945.00</b>
1. 45% Design Plans Submittal	272.0	\$ 41,400.00
2. Final Design Plans Submittal	284.0	\$ 43,480.00
3. T-Intersection Design	38.0	\$ 5,770.00
4. Rain Garden Planting Plans	108.0	\$ 15,020.00
8. Bid Assistance Services	57.0	\$ 8,670.00
9. Construction Phase Services	79.0	\$ 13,410.00
10. Water Main Construction Plans	296.0	\$ 44,560.00
11. Water Main Permitting	20.0	\$ 3,450.00
12. Water Main Construction Phase Services	100.0	\$ 17,310.00
15. Unpaved Road Project Maintenance Plan	45.0	\$ 6,875.00
<b>SUBTOTAL KIMLEY-HORN LABOR FEES:</b>	<b>1,299.0</b>	<b>\$ 199,945.00</b>
Subconsultant: 5. Survey Services (PEC)		\$ 4,000.00
Subconsultant: 6. Geotechnical Services (GEC)		\$ 3,885.00
Subconsultant: 7. Subsurface Utility Verification (Southeastern)		\$ 1,684.00
Subconsultant: 13. Water Main Utility Investigation Services (ECHO)		\$ 3,000.00
Subconsultant: 14. Water Main Utility Survey Services (PEC)		\$ 3,750.00
<b>Total Subconsultant</b>		<b>\$ 16,319.00</b>
<b>GRAND TOTAL FEES AND CHARGES:</b>		<b>\$ 216,264.00</b>



Consultant Name: **Kimley-Horn and Associates, Inc.**

**Work Effort and Fee Estimate Table**

**Project: Bessie and 9th Stormwater Maintenance Improvements**

task	Principal		Proj Manager		Sr Engineer		Project Engineer		Analyst/Designer		Clerical		task totals	
	hrs.	rate	hrs.	rate	hrs.	rate	hrs.	rate	hrs.	rate	hrs.	rate	hrs.	rate
1. 45% Design Plans Submittal	8	\$ 1,920.00	38	\$ 7,600.00	36	\$ 7,200.00	40	\$ 7,000.00	142	\$ 17,040.00	8	\$ 640.00	272	\$ 41,400.00
2. Final Design Plans Submittal	8	\$ 1,920.00	34	\$ 6,800.00	38	\$ 7,600.00	56	\$ 9,800.00	138	\$ 16,560.00	10	\$ 800.00	284	\$ 43,480.00
3. T-Intersection Design	1	\$ 240.00	4	\$ 800.00	6	\$ 1,200.00	6	\$ 1,050.00	20	\$ 2,400.00	1	\$ 80.00	38	\$ 5,770.00
4. Rain Garden Planting Plans	1	\$ 240.00	9	\$ 1,800.00	10	\$ 2,000.00	12	\$ 2,100.00	70	\$ 8,400.00	6	\$ 480.00	108	\$ 15,020.00
8. Bid Assistance Services	1	\$ 240.00	7	\$ 1,400.00	8	\$ 1,600.00	10	\$ 1,750.00	30	\$ 3,600.00	1	\$ 80.00	57	\$ 8,670.00
9. Construction Phase Services	2	\$ 480.00	16	\$ 3,200.00	16	\$ 3,200.00	22	\$ 3,850.00	21	\$ 2,520.00	2	\$ 160.00	79	\$ 13,410.00
10. Water Main Construction Plans	8	\$ 1,920.00	50	\$ 10,000.00	0	\$ -	80	\$ 14,000.00	150	\$ 18,000.00	8	\$ 640.00	296	\$ 44,560.00
11. Water Main Permitting	1	\$ 240.00	3	\$ 600.00	0	\$ -	14	\$ 2,450.00	\$ -	\$ -	2	\$ 160.00	20	\$ 3,450.00
12. Water Main Construction Phase Services	4	\$ 960.00	26	\$ 5,200.00	0	\$ -	50	\$ 8,750.00	20	\$ 2,400.00		\$ -	100	\$ 17,310.00
15. Unpaved Road Project Maintenance Plan	1	\$ 240.00	4	\$ 800.00	5	\$ 1,000.00	13	\$ 2,275.00	20	\$ 2,400.00	2	\$ 160.00	45	\$ 6,875.00
<b>Total Billable Labor</b>													<b>1299</b>	<b>\$ 199,945.00</b>

Principal	Proj Manager	Sr Engineer	Project Engineer	Analyst/Designer	Clerical
35 \$ 8,400.00	191 \$ 38,200.00	119 \$ 23,800.00	303 \$ 53,025.00	611 \$ 73,320.00	40 \$ 3,200.00
2.7%	14.7%	9.2%	23.3%	47.0%	3.1%

Notes:



*Surveying and Mapping, LLC*

November 4, 2020

Kimley Horn and Associates, Inc.  
Mr. Hao T. Chau, P.E.  
189 S. Orange Avenue, Suite 1000  
Orlando, Florida 32801

PS16746-KHA

**Re: E 8<sup>th</sup> Ave and Bessie and E 9<sup>th</sup> Avenue– Surveying and Mapping Services  
Windermere, Florida**

Dear Mr. Chau:

PEC-Surveying and Mapping (PEC) is pleased to submit our proposal for surveying and mapping services in connection with the above-referenced project.

**Additional Survey:** We propose to append our Surveys of East 9<sup>th</sup> Street and Bessie Street Surveys with the extensions along Oakdale Street, East 8<sup>th</sup> Avenue, and Magnolia Street as shown on the attached furnished Exhibit. The Project Limits represent approximately 750 feet of roadway. The survey will include full right-of-ways of the Project Area streets. A project base line will also be established and referenced in the field for use in the Study phase. The survey will locate the right of way boundaries and the approximate adjacent lot lines.

Elevations will be relative to mean sea level datum NGVD of 1929 relative to two harmonious Orange County benchmarks to be consistent with the Towns Survey Database.

Evidence of all above ground utilities will be located. Invert elevations will be obtained of all drainage structures.

A new Surface of both projects will be performed incorporating the additional Survey information.

**Tree Locations:** All trees 4 inches in diameter, as measured at breast height, within the Project Limits will be located with the size and type noted. Areas of landscaping shrubbery, hedges and landscape areas will be denoted.

**Deliverables:** Deliverables will consist of an AutoDesk CAD file to be used as the engineering base map at a scale consistent with the previous Surveys.

**Schedule:** We are prepared to commence within four (4) working days from Notice to Proceed and can complete the assignment within ten (10) working days from commencement.

**Fees:** We propose to perform the work for \$ 4,000.00 (Four Thousand Hundred Dollars).

Kimley Horn and Associates, Inc.  
Mr. Hao T. Chau, P.E.  
PS16746-KHA  
November 4, 2019  
Page Two

Thank you for the opportunity of submitting this proposal to you. Should this result in a contractual agreement please have the entity responsible for payment execute below and return to serve as our Notice to Proceed. This proposal is valid for 30 days.

Should you have any questions or comments please do not hesitate to contact us.

Sincerely

*PEC Surveying and Mapping*

A handwritten signature in black ink, appearing to read "David A. White", with a long horizontal flourish extending to the right.

David A. White P.S.M.  
President

THIS PROPOSAL IS HEREBY ACCEPTED AND AUTHORIZATION TO PROCEED IS HEREBY GIVEN.

---

Authorized Signature: Title: Date:





Geotechnical  
and  
Environmental  
Consultants, Inc.

*At the very foundation of our community*

November 3, 2020

Kimley-Horn  
189 S. Orange Avenue, Suite 1000  
Orlando, FL 32801

Attention: Mr. Hao T. Chau, P.E.

Subject: Proposal for Additional Geotechnical Engineering Services  
**BESSIE STREET AND 9<sup>TH</sup> AVENUE**  
**STORMWATER MAINTENANCE IMPROVEMENTS**  
IPO #119  
Windermere, Florida  
GEC Proposal No. P9833G1

Dear Mr. Chau:

Geotechnical and Environmental Consultants, Inc. (GEC) is pleased to provide this proposal for the above-referenced project. Our proposed scope of services is based on the project information you provided to us in our correspondence on November 3, 2020. The purpose of this additional investigation is to explore soil and groundwater conditions at the site and to use the information obtained to provide geotechnical engineering recommendations for the added scope elements for this drainage study. This proposal presents our understanding of the project, our recommended scope of services, and a cost and schedule for providing those services.

#### **Site Location and Project Description**

The site is located on the northwest side of Lake Bessie in Windermere, Florida as shown on Attachment 1. The site includes portions of Bessie Street, East 8<sup>th</sup> Avenue, East Blvd and East 9<sup>th</sup> Avenue. The general vicinity of the site is characterized by single-family residential. The site includes approximately 2,300 linear feet of unpaved roads.

We understand that the added scope elements include modifications to the existing pond at the intersection with Magnolia Street.

## Scope of Services

As requested, the following is our additional scope of services:

- Stake boring locations at the site.
- Clear utilities at the boring locations.
- Mobilize truck drilling equipment and personnel.
- Perform 1 auger boring to a depth of 15 feet and 1 Double Ring Infiltration (DRI) test.
- Perform routine laboratory soil classification tests to enhance visual soil classification of samples obtained.
- Issue a geotechnical engineering report that will address the following topics:
  - Subsurface conditions at the boring locations
  - Measured and estimated seasonal high groundwater depths
  - Site preparation
  - Fill selection, placement and compaction
  - Suitability of soil excavated from pond for use as engineered fill
  - Unconfined aquifer parameters for drainage study

The geotechnical report will be signed and sealed by a Geotechnical Engineer licensed in Florida.

## Cost and Schedule

The cost to provide the scope of services is a LIMITING AMOUNT fee of \$3,885.00. Attachment 1 documents our detailed scope of services and fees. *Our fees will be billed based on the actual units of work performed and the unit rates shown on Attachment 1; however, we will not exceed the limiting amount without your authorization.* This fee includes an electronic copy of our report emailed to you.

Our schedule to complete the work will be about 4 weeks from your written notice to proceed. If requested, verbal recommendations can be provided after the field work is completed.

## Limitations

This proposal is subject to the following limitations: 1) The site will be accessible to the drilling equipment assumed above. If other types of drilling equipment become necessary due to site and/or weather conditions, appropriate adjustments to the actual fees will be necessary; 2) undisturbed samples and consolidation tests are not included, unless stated above; and 3) we

assume no responsibility for damage to underground utilities and/or structures that are not located by the owner or Sunshine State One-Call.

**Closure**

GEC appreciates the opportunity to submit this proposal. If you have any questions regarding this proposal, or if we can be of further assistance, please contact the undersigned.

Very truly yours,

GEOTECHNICAL AND ENVIRONMENTAL CONSULTANTS, INC.



Ryan J. Petersen  
Project Engineer



Christopher P. Meyer, P.E.  
Principal Engineer

Attachment 1  
Geotechnical Scope of Services and Cost  
**Bessie Street and 9th Avenue Stormwater Maintenance Improvements**  
Windermere, Florida  
GEC Proposal No. 9833G1

	Quantity	Units	Unit Rate	Cost
<b>Field Services</b>				
Mobilization of Truck-Mounted Rig Engineering Technician (Site Recon, Boring Layout, and Utility Clearance)	1	ls	\$600.00	\$600.00
Auger Borings (1 @ 15 ft)	3	hr	\$60.00	\$180.00
Field Permeability Test (0-10')	15	ft	\$12.00	\$180.00
Double Ring Infiltration (DRI) Test	0	ea	\$420.00	\$0.00
Drill Rig and Crew - Truck (2 person)	1	ea	\$600.00	\$600.00
Two-Person Soil Survey Crew	1	hr	\$220.00	\$220.00
GPS Unit for Boring Locations	0	hr	\$160.00	\$0.00
Portable Safety Signs for MOT	1	day	\$100.00	\$100.00
	1	day	\$50.00	\$50.00
			<b>Field Subtotal</b>	<b>\$1,930.00</b>
<b>Laboratory Testing</b>				
Engineering Technician (Soil Classification)	1	hr	\$60.00	\$60.00
Percent Fines	2	ea	\$45.00	\$90.00
Organic Content	0	ea	\$50.00	\$0.00
Atterberg Limits	1	ea	\$110.00	\$110.00
Natural Moisture Content	1	ea	\$15.00	\$15.00
Corrosion Series	1	ea	\$200.00	\$200.00
Laboratory Permeability	0	ea	\$300.00	\$0.00
			<b>Laboratory Subtotal</b>	<b>\$475.00</b>
<b>Engineering Analysis &amp; Report</b>				
Principal Engineer	0	hr	\$250.00	\$0.00
Senior Engineer	2	hr	\$160.00	\$320.00
Project Engineer	7	hr	\$120.00	\$840.00
Engineer	0	hr	\$100.00	\$0.00
CADD Draftsman/GIS Specialist	2	hr	\$100.00	\$200.00
Secretary	2	hr	\$60.00	\$120.00
			<b>Engineering Subtotal</b>	<b>\$1,480.00</b>
			<b>TOTAL LIMITING AMOUNT FEE</b>	<b>\$3,885.00</b>

Steven L. Anderson, Jr., PSM, PLS  
Charles M. Arnett, PSM  
Michael D. Brown, PSM  
Michael L. Dougherty, PSM  
James M. Dunn, II, PSM  
Thomas F. Ferguson, PSM  
Tate B. Flowers, PSM, PLS  
Robert W. Gardner, PSM  
Brian R. Garvey, PE, GISP  
Joseph R. Gore, PLS  
Daniel J. Henry, PSM, PLS  
Ryan E. Johnson, PSM  
Gary B. Krick, PSM (Retired)  
Brad J. Lashley, PSM, PLS  
Myron F. Lucas, PSM  
James E. Mazurak, PSM



**Southeastern Surveying and Mapping Corporation**  
**Serving the Southeast Since 1972**  
**100% Employee Owned**

Thomas K. Mead, PSM, PLS  
Timothy O. Mosby, PSM  
Andrew A. Perry, PSM  
James L. Petersen, PSM  
William C. Rowe, PSM  
Tony G. Syfrett, PSM, PLS  
Thomas P. Young, Jr., PSM, GISP  
Kirk R. Hall, EI, GISP  
Brad A. Stroppel, EI, GISP  
Brian E. Latchaw, GISP  
Patrick J. Phillips, GISP  
Donna L. Hendrix, CST IV  
Mark W. Klaers, CST IV  
David M. Rentfrow, CST IV  
Steve D. Smith, CST IV

Land Surveying & Mapping Services • Sub-Surface Utility Designation & Location Services • Geographic Information Systems • GPS Asset Inventories

June 12, 2019

Via E-Mail: [hao.chau@kimley-horn.com](mailto:hao.chau@kimley-horn.com)

Mr. Hao T. Chau, P.E.  
Kimley-Horn  
189 S. Orange Avenue, Suite 1000  
Orlando, FL 32801

**RE: Town of Windermere – Bessie Street Roadway Improvements  
Section 08, Township 23 South, Range 28 East, Orange County, Florida**

Dear Mr. Chau,

We are pleased to submit our proposal for Subsurface Utility Verification on the above referenced project.

**SCOPE OF WORK:**

1. Coordinate Sunshine 811 and utility locates to include supplemental calls to each locator to expedite the field marking of each subsurface utility as required by law.
2. Expose the subject utilities by using non-destructive vacuum excavation methods at **four (4)** specific locations as indicated on plan sheet(s) provided or marked by client in the field
3. Confirm/determine the vertical and horizontal position of the subject utilities and record the information, using the locate marks provided by the utility owners and/or their representatives unless otherwise specifically requested by client.
4. Any asphalt/concrete removed will be repaired using like materials.
5. Tie each test hole location to a minimum of three visible physical features to enable this data to be added to your base map and also enable future recovery.

The final product will be test hole reports/sketches of the project area reflecting all pertinent data for your use.



Page 2

Mr. Hao T. Chau, P.E.

Town of Windermere – Bessie Street Roadway Improvements

June 12, 2019

**Terms and Conditions**

It is understood that the construction contractor is responsible to abide by Sunshine 811, Florida State Statutes Chapter 556.106 and all applicable laws, and regulations that pertain to the services provided.

Kimley-Horn will make available all plans and utility records that have been obtained for this site. However, the information provided by Kimley-Horn is also dependent upon a Sunshine 811 request for utility owners and/or their representatives to mark their buried underground plant at the project site as required by law. Southeastern Surveying and Mapping Corporation (SSMC) has a right to rely on the accuracy of such plans and utility records and will notify Kimley-Horn if there are any patently or reasonably identifiable defects in the documents.

Kimley-Horn is aware that due to the inherent uncertain nature of subsurface utilities, including but not limited to deficient or misrepresentation of prints, SSMC cannot guarantee that all subsurface utility lines will be accounted for. SSMC will ensure that all reasonable efforts are made to identify the location of said underground utilities and provide the best available information within the project area with the use of Ground Penetrating Radar, Electronic Line Locating Equipment and Vacuum Excavation methods, as needed. Additional research will only be conducted by SSMC if requested in writing by Kimley-Horn.

In accordance with the Underground Facility Damage Prevention and Safety Act, the Design Engineer shall perform sufficient Utility Coordination with the Utility providers in this location to affirm the information from SSMC's efforts and confirm that no other subsurface utility is possibly undetected by these efforts.

SSMC shall not be held liable for any latent or unreasonably discoverable utilities in the project area. Furthermore in the event of a claim regarding the services provided in the proposal, SSMC shall have liability for reasonable and necessary defense costs to the extent caused by SSMC's negligence.

**M.O.T.** will be used only if absolutely necessary and these invoice charges will be an addition to the total per day rate and reflected on our invoice to you.

**Note:** If permitting is required for said work, these charges will also be additional and reflected on our invoice to you.

**Note:** Test Holes that require a depth of greater than ten (10) feet, or require a substantial amount of increased effort (sleeving, shoring, de-watering, etc.), then said Test Holes may need to be negotiated separately on a case by case basis if normal vacuum excavation practices do not allow said utilities to be exposed.

**Note:** All utility sizes given are outside diameter unless otherwise specified and are approximate only due to uncontrollable field conditions that may be encountered during excavation.

**Note:** Any additional overlaying or restoration of pavement, other than the replacement of materials removed and cold patched, will be the responsibility of Kimley-Horn.





Page 4

Mr. Hao T. Chau, P.E.

Town of Windermere – Bessie Street Roadway Improvements

June 12, 2019

If the above scope, period of service and method of compensation meets with your approval, please execute below and email to SSMC as notice to proceed along with the notice of commencement.

If your firm prefers using your own standard PROFESSIONAL SERVICES AGREEMENT in lieu of this proposal letter, this document MUST BE furnished to SSMC, negotiated, and executed prior to the commencement of any service.

**Send all Agreements to:**

**Orlando Corporate Office**  
**6500 All American Boulevard**  
**Orlando, FL 32810.**  
Fax: 407-292-0141  
Email: [info@southeasternsurveying.com](mailto:info@southeasternsurveying.com)

Your firm agrees that by (1) signing and returning this Proposal, or (2) partial or complete performance under this Proposal and SSMC has not received, negotiated and/or executed a PROFESSIONAL SERVICES AGREEMENT, then it is agreed that THE TERMS AND CONDITIONS IN THIS PROPOSAL SHALL GOVERN THE SERVICES RENDERED.

Furthermore, if requested, your firm acknowledges that by accepting this Proposal, SSMC will provide your firm with an insurance certificate that (1) contains the project name and (2) lists your firm as the certificate holder.

The person executing this document **must indicate** that he/she is a **Principal and/or Corporate Officer**.

If the signatory is not a **Principal and/or Corporate Officer**, a **Letter of Authorization on company letterhead signed by a Principal and/or Corporate Officer, MUST be provided that specifically states that signatory has the authority to bind the parties by entering into this agreement.**

**ACCEPTED BY:**

/			
_____	_____	_____	_____
Principal / or Corporate Officer	TITLE	Printed Name	Date





November 4, 2020

Hao Chau, PE  
Kimley-Horn  
189 S. Orange Ave. Ste. 1000  
Orlando, FL 32801

## PROPOSAL FOR UTILITY INVESTIGATIVE SERVICES

**Project: Town of Windermere**

**IPO #119 – Bessie and 9th Stormwater Maintenance Improvements – Water Main**

Dear Mr. Chau:

At ECHO UES, Inc. (ECHO) we value your consideration and appreciate the opportunity to provide a technical proposal for the provision of professional services. This technical proposal, inclusive of economical offer and schedule, details the approach we consider as the most suitable for this project.

**Project Synopsis:** Based on the information made available to ECHO, we understand the project consisting of engineering design services for utility improvements. ECHO's professional services were requested to provide utility investigation services to address existing utilities in the project plans. Utility information as produced by ECHO will be surveyed by the Team's Survey Firm (PEC).

**Project Limits:** ECHO's proposed services will be performed within well-defined limits (i.e. Project Limits) as shown on the provided exhibits.

**Subsurface Utility Engineering (SUE) Services:** Using a combination of field investigative techniques and technology, including surface geophysical instruments, and vacuum excavation if needed, ECHO will perform the following services.

1. **Identification and marking of existing utilities.** Utilities potentially in conflict with the project and located within the project limits will be investigated in the attempt to identify their position. The results will be marked on the ground surface using the most appropriate method (i.e. pin flags, paint etc.) and showing the approximate position of the identified utilities.

***ECHO will attempt to identify and mark exclusively utilities requested by the EOR, at specific locations, and in support of the requested utility verification test holes.***

2. **Verification of utility location and characteristics.** At specific locations ECHO will attempt to expose utilities via minimally intrusive methods (e.g. use of vacuum excavation) to confirm their characteristics (e.g. type, size, material, direction, configuration) and provide an accurate location. At completion of each excavation (test hole) ECHO will record all verifiable utility information, mark the utility location with the most appropriate method (e.g. wooden lathes, "X" mark on concrete, disc and nail on asphalt) and restore the field to as close as possible to its original conditions.

***Up to 6 utility verification test holes will be performed at locations identified by the EOR.***

**Deliverables:**

- Field deliverables will consist of field marks (e.g. pin flags, paint marks, wooden lathes, nails/discs etc.) showing the position of the designated and located utilities.
- Office deliverables will consist of utility sketch (not to scale) based on aerial publicly available and test hole data report.

**Proposed Schedule:** To be discussed and agreed upon with the Client following acceptance of this proposal. The proposed schedules shall be valid barring any unforeseen conditions.

**Notes and Limitations:**

1. Client shall facilitate access to the site and provide any relevant project information.
2. Site must be clear from obstacles impeding access to any portion of the project limits.
3. Standard work hours are from 7:00am to 4:00pm, Monday through Friday; additional charges may occur (following discussion with the Client) in case of weekend or nighttime work.
4. ECHO will not work on any site that is known to be contaminated with any hazardous or harmful substance.
5. Any permit or fee requested to perform the work complying with any stakeholder's requirement will be submitted to the Client with a 5% administrative markup.
6. FDOT Design Standards (Index 600 Series) will be utilized for the Maintenance of Traffic (MOT). Should the site require modification to the Index 600 for non-standard MOT arrangements, ECHO will seek the Client's concurrence to obtain signed and sealed project's specific MOT plans (to be provided by others).
7. Any cost associated with signed and sealed MOT plans will be submitted to the Client with a 5% administrative markup.
8. Unless otherwise stated within this proposal, test holes have usual depth of up to eight (8) ft. from the ground surface, and diameter of up to 1 ft. Should there be a need for deeper or wider excavations, additional charges may apply.
9. The original ground surface at each test hole location will be restored to as close as possible to its original conditions, using concrete mix or asphalt cold patch as applicable. Any deviation from this standard (e.g. use of hot asphalt, flowable fill etc.) may require additional charges and the use of specialty subcontractors.
10. Regardless of the type of estimate proposed (e.g. lump sum, time and materials, etc.) such estimate should be considered indicative and based on preliminary information. Should any situation out of ECHO's control heavily impact ECHO's field work performance (e.g. adverse site conditions), ECHO reserves the right to seek additional funds to complete the work.
11. The exact location of any underground utility is not guaranteed unless clearly exposed and visually verified at a specific location. Utility characteristics, methods of installation, soil conditions and the surrounding environment all



may impact adversely the results of any utility investigation with surface geophysical instruments and technology. No guarantee is made that all utilities will be found and identified.

12. Independently from ECHO's scope of work and performance, the Client shall comply with the relative chapter from the Florida (or any other applicable) Statutes: "Underground Facility Damage Prevention and Safety Act" and call 811 prior to any excavation taking place.
13. Subsurface Utility Engineering, Designating and Locating terms all refer to the American Society of Civil Engineers / Construction Institute Standard for the Collection and Depiction of Subsurface Utility Data (ASCE/CI 38-02). Should ECHO adopt this standard for the performance of the scope of work and preparation of deliverables, clear mention to the Standard shall be made throughout the deliverable.

**Fee:** ECHO's competitive offer, which is inclusive of all field, office, materials, supplies, and equipment costs is detailed below.

- **Utility Investigation Services, Fixed Fee: \$3,000.00**

**Inclusive of up to 6 utility verification test holes**

**Acceptance:** We will honor this proposal for 90 days. If accepted, please return to our attention together with a professional services agreement / task work order authorization and official Notice to Proceed.

At ECHO UES, Inc. we believe in collaboration and communication with our clients and are driven to understand their needs and provide time efficient and cost-effective solutions. ECHO strives to provide quality utility and survey reliable data to design better, build faster, and safely enhance Engineering, Design, Construction and Maintenance of infrastructure.

Thank you for considering ECHO for this important project and please do not hesitate to contact me directly should you have any questions or concern.

Sincerely,



Carlo Pilia  
Vice President  
ECHO UES, Inc.

**Project Limits: Attached**



U. S. Department of Homeland Security  
Region IV  
3005 Chamblee Tucker Road  
Atlanta, GA 30341

**FEMA**

January 28, 2021

Mr. Jared Moskowitz, Director  
Florida Division of Emergency Management  
2555 Shumard Oak Boulevard  
Tallahassee, Florida 32399-2100

Attention: Mr. Miles Anderson

Reference: Hazard Mitigation Grant Program (HMGP) # 4337-0443-R – Amendment 1  
Town of Windermere, 3<sup>rd</sup> Avenue and Magnolia Street Drainage – Phase I  
Scope of Work & Budget Modification Approval

Dear Mr. Moskowitz:

Your request received November 3, 2020, to revise the Scope of Work and Budget Increase for the above referenced project has been reviewed. The sub-recipient, Town of Windermere, requested to modify the approved project to combine project 4337-0443-R with applications 4337-(695) and 4337-(696). The proposal is to combine all mitigation activities to present a more viable, stand-alone project with the associated total project budget.

The sub-recipient also requested an additional \$35,650.50 in Federal funds to implement the revised scope of work. Since, in accordance with 2 CFR §200.308(g), the request includes acceptable justification for the modifications and the project remains feasible, cost effective and in compliance with all other eligibility criteria, your request is hereby approved.

**The following is the approved Scope of Work as modified for the above referenced project:**

The Town of Windermere proposes to improve the drainage system within the project area in the Town of Windermere, Florida 34786. The project includes the area in the intersection of 3<sup>rd</sup> avenue and Magnolia Street, also the area located between 8<sup>th</sup>, 9<sup>th</sup> and 10<sup>th</sup> Avenue and Oakdale Street and East Boulevard.

This is a review for Phase I approval, which includes but is not limited to surveying, engineering, designing, plans preparation, permitting and bidding for the proposed project, for Phase II approval. When completed, the Recipient will need to provide necessary information for Phase II review. No construction activities for this project have been approved.

The proposed project consists of improving the existing drainage system by installing stormwater piping, inlets, and culverts to better collect stormwater in the contributing drainage area. The proposal also includes the construction of vegetated swales, and a regional stormwater pond

between 8th Avenue and 9th Avenue, along East Boulevard, immediately adjacent to Lake Bessie. A pond control structure will be constructed to regulate the discharge of stormwater into the lake. This project intends to reduce the risk of flooding due to storm events.

The project will provide protection against a 100-year event. Activities will be completed in strict compliance with Federal, State and Local Rules and Regulations.

All project conditions previously outlined in the original project approval letter dated April 17, 2020 remain in effect. A revised Record of Environmental Consideration for the new scope of work is enclosed.

**A supplemental obligation of \$35,650.50 has been processed.** The revised budget for your project has been approved as noted in the table below:

	Federal Share	Non-Federal Share	Total Project Cost
Original Award – Phase I	\$54,375.00	\$18,125.00	\$72,500.00
Amendment # 1 – Phase I	\$35,650.50	\$11,883.50	\$47,534.00
<b>Total Phase I</b>	<b>\$90,025.50</b>	<b>\$30,008.50</b>	<b>\$120,034.00</b>

The supplemental Obligation Report and a revised Record of Environmental Consideration are enclosed for your records. The Management Report is available in NEMIS. The obligated funds are available for withdrawal from the Payment Management System on sub-account number 4337-DRFLP00004435.

If you have any further questions, please contact William Arwood at (404) 895-7341.

Sincerely,



Richard S. Flood, CFM, Chief  
Hazard Mitigation Assistance Branch  
Mitigation Division

**Enclosure (s)**

Obligation Report Supplemental #524

Revised Record of Environmental Consideration

1/28/2021  
9:40 AM

FEDERAL EMERGENCY MANAGEMENT AGENCY  
HAZARD MITIGATION GRANT PROGRAM

HMGP-OB-01

Obligation

Disaster No	FEMA Project No	Amendment No	State Application ID	Action No	Supplemental No	State	Recipient
4337	443 -R	1	693	2	524	FL	Statewide

Subrecipient: Windermere

Project Title : Town of Windermere, 3rd Avenue and Magnolia Street, Drainage

Subrecipient FIPS Code: 095-78050

Total Amount Previously Allocated	Total Amount Previously Obligated	Total Amount Pending Obligation	Total Amount Available for New Obligation
\$90,025.50	\$90,025.50	\$0.00	\$0.00

Project Amount	Subrecipient Management Cost Amount	Total Obligation	IFMIS Date	IFMIS Status	FY
\$35,650.50	\$0.00	\$35,650.50	01/28/2021	Accept	2021

**Comments**

Date: 01/28/2021 User Id: MLUYAND2

Comment: DR-4337-FL MA approves an obligation of \$35,650.50 in Federal Share for 4337-0443-R-DR-FL-HM, Application 693 , Town of Windermere, 3rd Avenue and Magnolia Street, Drainage, Phase I, SOWC and BUD MOD, located in Orange County, FL, Allocation # totaling \$35,650.50. Revised Phase I Project Cost is \$120,034.00.

Date: 01/28/2021 User Id: DBURKETT

Comment: 4337-0443-R-DR-FL-HM Windemere Grant POP 2/28/2024 Application 693 Town of Windemere, 3rd Avenue and Magnolia Street, Drainage Allocation 159 included in the January Spend Plan Budget modification PH I Federal share \$35,650.50 Supplement 524 approved HMO

**Authorization**

Preparer Name: MARIANGIE LUYANDO TORRENS

Preparation Date: 01/28/2021

HMO Authorization Name: DEBORAH BURKETT

HMO Authorization Date: 01/28/2021

**FEDERAL EMERGENCY MANAGEMENT AGENCY**

**RECORD OF ENVIRONMENTAL CONSIDERATION (REC)**

**Project 4337-0443 (SOWC)**

**Title: Town of Windermere, 3rd Avenue and Magnolia Street, Drainage**

**NEPA DETERMINATION**

<b>Non Compliant Flag:</b> No	<b>EA Draft Date:</b>	<b>EA Final Date:</b>
<b>EA Public Notice Date:</b>	<b>EA Fonsi</b>	<b>Level:</b> CATEX
<b>EIS Notice of Intent</b>	<b>EIS ROD Date:</b>	

**Comment** Project Location:  
 Location 1: N: (28.499046,-81.533611)  
                   E: (28.498844,-81.532812)  
                   S: (28.498392,-81.533562)  
                   W: (28.498333,-81.534641)  
 Location 2: N: (28.493534,-81.532843)  
                   E: (28.491443,-81.530878)  
                   S: (28.489735,-81.531618)  
                   W: (28.49096,-81.533126)  
 SOW: Town of Windermere proposes to improve the drainage system within the project area in the Town of Windermere, Florida 34786. The project includes the area in the intersection of 3rd avenue and Magnolia Street, also the area located between 8th, 9th and 10th Avenue and Oakdale Street and East Boulevard.

This is a review for Phase I approval, which includes but is not limited to surveying, engineering, designing, plans preparation, permitting and bidding for the proposed project, for Phase II approval. When completed, the applicant will need to provide necessary information for Phase II review. No construction activities for this project have been approved.

The proposed project consists of improving the existing drainage system by installing stormwater piping, inlets, and culverts to better collect stormwater in the contributing drainage area. The proposal also includes the construction of vegetated swales, and a regional stormwater pond between 8th Avenue and 9th Avenue, along East Boulevard, immediately adjacent to Lake Bessie. A pond control structure will be constructed to regulate the discharge of stormwater into the lake. This project intends to reduce the risk of flooding due to storm events.

The project will provide protection against a 100-year event. Activities will be completed in strict compliance with Federal, State and Local Rules and regulations. - kborn - 01/04/2021 18:44:53 GMT

**CATEX CATEGORIES**

<b>Catex Category Code</b>	<b>Description</b>	<b>Selected</b>
a4	(a4) Information gathering, data analysis and processing, information dissemination, review, interpretation, and development of documents. If any of these activities result in proposals for further action, those proposals must be covered by an appropriate CATEX. Examples include but are not limited to: (a) Document mailings, publication and distribution, training and information programs, historical and cultural demonstrations, and public affairs actions. (b) Studies, reports, proposals, analyses, literature reviews; computer modeling; and non-intrusive intelligence gathering activities.	Yes

**EXTRAORDINARY**

<b>Extraordinary Circumstance Code</b>	<b>Description</b>	<b>Selected ?</b>
	No Extraordinary Circumstances were selected	

**ENVIRONMENTAL LAW / EXECUTIVE ORDER**



## RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Project 4337-0443 (SOWC)

Title: Town of Windermere, 3rd Avenue and Magnolia Street, Drainage

Environmental Law/ Executive Order	Status	Description	Comment
Clean Air Act (CAA)	Completed	Project will not result in permanent air emissions - Review concluded	
Coastal Barrier Resources Act (CBRA)	Completed	Project is not on or connected to CBRA Unit or otherwise protected area - Review concluded	
Clean Water Act (CWA)	Completed	Project would not affect any water of the U.S. - Review concluded	
Coastal Zone Management Act (CZMA)	Completed	Project is located in a coastal zone area and/or affects the coastal zone	
	Completed	State administering agency does not require consistency review - Review concluded	
Executive Order 11988 - Floodplains	Completed	Located in floodplain or effects on floodplain/flood levels	EO 11988: Project is in an X (Unshaded) and AE Zone per Orange County FIRM Panel # 12095C0385F dated 09/25/2009. Phase II, construction phase, requires additional review. - kborn - 01/04/2021 18:28:20 GMT
	Completed	No adverse effect on floodplain and not adversely affected by the floodplain - Review concluded	
Executive Order 11990 - Wetlands	Completed	No effects on wetlands and project outside wetlands - Review concluded	EO 11990: Per review of USFWS National Wetland Inventory (NWI) mapper, accessed 03/20/2020 and 11/4/2020. Phase II, construction phase, requires additional review. - kborn - 12/31/2020 14:48:14 GMT
Executive Order 12898 - Environmental Justice for Low Income and Minority Populations	Completed	Low income or minority population in or near project area	
	Completed	No disproportionately high and adverse impact on low income or minority population - Review concluded	
Endangered Species Act (ESA)	Completed	Listed species and/or designated critical habitat present in areas affected directly or indirectly by the federal action	ESA: Per review of USFWS online Critical Habitat for Threatened & Endangered Species mapper, accessed 03/03/2020 and 12/30/2020. Phase II, construction phase, requires additional review. - kborn - 12/31/2020 14:15:15 GMT
	Completed	No effect to species or designated critical habitat (See comments for justification) - Review concluded	

## RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

**Project** 4337-0443 (SOWC)

**Title:** Town of Windermere, 3rd Avenue and Magnolia Street, Drainage

---

<b>Environmental Law/ Executive Order</b>	<b>Status</b>	<b>Description</b>	<b>Comment</b>
Farmland Protection Policy Act (FPPA)	Completed	Project does not affect designated prime or unique farmland - Review concluded	
Fish and Wildlife Coordination Act (FWCA)	Completed	Project does not affect, control, or modify a waterway/body of water - Review concluded	
Migratory Bird Treaty Act (MBTA)	Completed	Project located within a flyway zone	
	Completed	Project does not have potential to take migratory birds - Review concluded	
Magnuson-Stevens Fishery Conservation and Management Act (MSA)	Completed	Project not located in or near Essential Fish Habitat - Review concluded	
National Historic Preservation Act (NHPA)	Completed	Applicable executed Programmatic Agreement. Activity meets Programmatic Allowance (enter date and # in comments) - Review concluded	NHPA: Per the executed Programmatic Agreement dated 07/01/2014, the SOW meets Stipulation I.A.7.g. Phase II, construction phase, requires additional review. - kborn - 12/31/2020 14:12:33 GMT
Wild and Scenic Rivers Act (WSR)	Completed	Project is not along and does not affect Wild and Scenic River - Review concluded	

## CONDITIONS

### Standard Conditions:

Any change to the approved scope of work will require re-evaluation for compliance with NEPA and other Laws and Executive Orders.

This review does not address all federal, state and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state and local laws. Failure to obtain all appropriate federal, state and local environmental permits and clearances may jeopardize federal funding.

If ground disturbing activities occur during construction, applicant will monitor ground disturbance and if any potential archeological resources are discovered, will immediately cease construction in that area and notify the State and FEMA.



STATE OF FLORIDA

# DIVISION OF EMERGENCY MANAGEMENT

Ron DeSantis  
Governor

Jared Moskowitz  
Director

August 10, 2020

Mr. Robert Smith, Town Manager  
Town of Windermere  
614 Main Street  
Windermere, Florida 34786

**Re: Project #4337-443-R, Town of Windermere**

Dear Mr. Smith:

Enclosed is the executed Hazard Mitigation Grant Program (HMGP) contract number H0511 between the Town of Windermere and the Division of Emergency Management.

Please email all Requests for Reimbursement (Attachment D) to the project manager at [Douglas.galvan@em.myflorida.com](mailto:Douglas.galvan@em.myflorida.com). The Project Manager for this contract is:

Douglas Galvan, Project Manager  
Florida Division of Emergency Management  
Bureau of Mitigation  
2702 Directors Row  
Orlando, Florida 32809-5631

If you have any specific questions regarding the contract or the Request for Reimbursement form, please contact Douglas Galvan at 850 815-4583.

Respectfully,

**Miles E. Anderson**

Miles E. Anderson  
Bureau Chief, Mitigation  
State Hazard Mitigation Officer

Digitally signed by Miles E. Anderson  
DN: cn=Miles E. Anderson, o=DEM,  
ou=Mitigation,  
email=Miles.anderson@em.myflorida.com, c=US  
Date: 2020.08.11 09:53:09 -04'00'

Enclosure

APPENDIX C-1 - Grants/Subgrants

DIVISION OF EMERGENCY MANAGEMENT  
Grant/Grant and Aid Subgrant Routing Sheet

DEM Contract/Grant Number: H0511 Mod #: \_\_\_\_\_ Date Initiated: \_\_\_\_\_  
Project Manager/Contact Person: Kathleen Marshall/D. Galvan <sup>KM</sup> Phone: (850) 815-4583 <sup>7/24/20</sup> 7/17/2020  
**Return to Grants Specialist:** Veronica S. Ash Veronica Ash Phone: (850) 815-4530  
Division Approval: Kathleen Marshall <sup>KM for MA</sup> <sup>7/24/20</sup> Date: \_\_\_\_\_ Date Div Director \_\_\_\_\_  
Subgrantee/Funding Source: Town of Windermere Received: \_\_\_\_\_  
Effective Dates: Upon Execution through July 31, 2021 Amount: \$54,375.00

Type of Agreement: A) Grant \_\_\_\_\_ B) G & A Subgrant Agreement NEW CONTRACT  
C) Loan Agreement \_\_\_\_\_ D) Other (explain) \_\_\_\_\_

Routing:

First Review – Finance: Recommend

Date Received: 7/28/20

Date Reviewed: 7/29/20

Fiscal Mgmt Signature: Antionette Carisomya

First Review – Legal: approved as to legal sufficiency.  
DOA for town manager was provided.

Date Received: 8/4/20

Date Reviewed: 8/4/20

Legal Signature: Erik Saylor

Digitally signed by Erik Saylor  
DN: dc=org, dc=floridacomm, ou=DEM\_USERS,  
o=Director, cn=Erik Saylor,  
email=Erik.Saylor@myflorid.com  
Date: 2020.08.04 09:38:00 -0400

Second Review – Finance: \_\_\_\_\_

Date Received: \_\_\_\_\_

Date Reviewed: \_\_\_\_\_

Fiscal Mgmt Signature: \_\_\_\_\_

Second Review – Legal: \_\_\_\_\_

Date Received: \_\_\_\_\_

Date Reviewed: \_\_\_\_\_

Legal Signature: \_\_\_\_\_

Distribution: 1 - Division/Bureau with Original Agreement 2 - Grants with Original Agreement 3 - Fiscal Mgmt with Copy of Agreement

670000

28 JUL 2020

APPENDIX D

SUB-RECIPIENT AND CONTRACTUAL AGREEMENT INFORMATION SHEET

SECTION 1-GENERAL CONTRACT/SUBGRANT INFORMATION

REFERENCE #: H0511 PROJECT #: 4337-443-R  
CONTRACT #: H0511 AWARD AMOUNT: \$ 54,375.00  
DIVISION: Emergency Management BUREAU: Mitigation PROGRAM: Hazard Mitigation  
SUB-RECIPIENT/CONTRACTOR NAME: Town of Windermere  
FEDERAL EMPLOYER IDENTIFICATION/SOCIAL SECURITY NUMBER: 59-6020338  
OR  
FLAIR FUND IDENTIFICATION NUMBER: \_\_\_\_\_  
(STATE AGENCIES ONLY)  
SUB- RECIPIENT/CONTRACTOR CONTACT PERSON: Robert Smith, Town Manager  
SUB-RECIPIENT /CONTRACTOR REMITTANCE ADDRESS:  
Town of Windermere  
614 Main Street  
Windermere, Florida 34786  
DEM CONTRACT MANAGER: Kathleen Marshall, Community Programs Administrator *KM 7/24/20*  
BEGINNING DATE: Upon Execution ENDING DATE: 07/31/21  
MINORITY VENDOR CODE: \_\_\_\_\_ (If applicable, choose one: H-Black, I-Hispanic, J-Asian, K-Native American, M-Woman)

SECTION 2-SUBGRANT RECIPIENT DATABASE INFORMATION

ALLOCATION OF PROGRAM ASSISTANCE BY COUNTY:

COUNTY	COUNTY AWARD AMOUNT	COUNTY MATCH AMOUNT
<u>Town of Windermere</u>	<u>\$ 54,375.00</u>	<u>\$ 18,125.00</u>
<u>Total</u>	<u>\$ 54,375.00</u>	<u>\$ 18,125.00</u>

SECTION 3-SUBGRANT/CONTRACT FINANCIAL INFORMATION

DEM GRANT # 8702F CFDA # 97.039 CSFA # \_\_\_\_\_  
ORGANIZATIONAL LEVEL: 31800505000 EXPANSION OPTION: BF  
FUND: 20-2-750001 OBJECT CODE: 780001 GAA LINE ITEM: \_\_\_\_\_ CATEGORY: 105154  
GRANT REPORTING REQUIREMENTS: \_\_\_\_\_ (Grant Awards Only) (MO-Monthly, QR-Quarterly, NA)

IF THIS IS A MODIFICATION:

MODIFICATION #: \_\_\_\_\_  
EFFECT OF MODIFICATION \_\_\_\_\_  
AMOUNT OF INCREASE/DECREASE IN AWARD AMOUNT: \_\_\_\_\_  
(Be sure to complete SECTION 2 for change in award amount)

**Project ID#** 4337HM00443

SECTION 4-FINANCE USE ONLY (completed by Finance)

FEID#: \_\_\_\_\_ FLAIR ENCUMBRANCE #: 27000 INPUT BY: \_\_\_\_\_ DATE: \_\_\_\_\_





**FLORIDA SINGLE AUDIT ACT CHECKLIST FOR NONSTATE ORGANIZATIONS -  
 RECIPIENT/SUBRECIPIENT VS. VENDOR DETERMINATION**

**NOTICE:** A Notice of Rule Development for amendments to Rule Chapter 69I-5, Florida Administrative Code (F.A.C.), State Financial Assistance, has been published in the Florida Administrative Register. An updated version of Form DFS-A2-NS will be incorporated in the final rule.

*This form and other Florida Single Audit Act forms may be obtained from the Department of Financial Services' website (<https://apps.fldfs.com/fsaa>).*

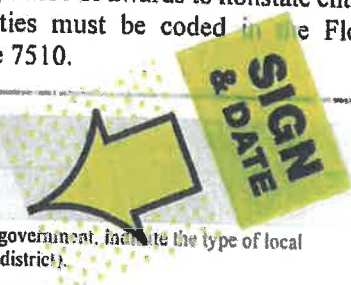
*Fillable form. Click in the applicable Word table cells (shaded areas) to enter the requested information.*

State agencies must use the Florida Single Audit Act State Project Determination Checklist (Form DFS-A2-PD) to evaluate the applicability of the Florida Single Audit Act (FSAA) to a state program (i.e., the program is a state project as defined in section 215.97(2), Florida Statutes (F.S.)). If the state agency has not completed the required Form DFS-A2-PD, complete it before beginning the recipient/subrecipient vs. vendor determination for the nonstate organization.

For each nonstate organization receiving state project resources, the state agencies, recipients, and subrecipients disbursing such resources must complete this Florida Single Audit Act Checklist for Nonstate Organizations - Recipient/Subrecipient vs. Vendor Determination (Checklist). Completion of this Checklist assists state agencies, recipients, and subrecipients in evaluating the applicability of the FSAA to the nonstate organization and in determining whether the nonstate organization is a recipient or subrecipient or a vendor.

When a recipient or subrecipient relationship is determined to exist, state agencies, recipients, and subrecipients must include in the document that establishes the recipient or subrecipient relationship with the nonstate entity the applicable audit requirements referenced in Audit Requirements for Awards of State and Federal Financial Assistance, Form DFS-A2-CL, including Exhibit 1. State agency program personnel are responsible for notifying the state agency's finance and accounting office of awards to nonstate entities. Disbursements of state financial assistance to those nonstate entities must be coded in the Florida Accounting and Information Resource (FLAIR) system as object code 7510.

<b>Name of Nonstate Organization</b>	Town of Windermere
<b>Type of Nonstate Organization</b>	Municipality
<small>Enter type as nonprofit, for-profit, or local government. If the nonstate organization is a local government, indicate the type of local government (e.g., municipality, county commission, constitutional officer, water management district).</small>	
<b>Awarding Agency</b>	Division of Emergency Management
<b>Title of State Project</b>	Drainage Project, Phase I
<b>Catalog of State Financial Assistance (CSFA) No.</b>	97.039
<b>Contract, Grant, or Agreement No.</b>	H0511



**FLORIDA SINGLE AUDIT ACT CHECKLIST FOR NONSTATE ORGANIZATIONS -  
RECIPIENT/SUBRECIPIENT VS. VENDOR DETERMINATION**

**Part A - Relationship and Applicability of the FSAA**

For each state project identified for inclusion in the CSFA, analyze the state agency's relationship with each nonstate organization receiving program resources to determine the applicability of the FSAA.

<u>Yes</u>	<u>No</u>	<i>Enter "X" for all that apply.</i>
...	X	1. Is the nonstate organization a district school board; charter school; Florida College System institution or state university as defined in section 1000.21, F.S.; a governmental body outside the state of Florida; or a federal agency?
...	X	2. Is the relationship with the nonstate organization only to procure commodities (as defined in section 287.012(5), F.S.)?
X	...	3. Does the relationship with the nonstate organization consist of only federal resources, state matching resources, or local matching resources for federal programs?
...	...	4. Does the relationship with the nonstate organization consist of only state maintenance of effort (MOE) resources that meet all the following criteria (Questions A through C)? MOE refers to the federal maintenance of effort or level of effort requirements as discussed in 2 CFR 200 §306 and Appendix XI, Section 3.1-G.
...	...	A. The federal regulation specifies the requirements for the use of the state MOE resources and there are no additional state requirements?
...	...	B. The contract(s) contains language to identify the state MOE resources and the associated federal program?
...	...	C. The audit requirements of 2 CFR 200 §501 apply to the state MOE resources and the contract(s) stipulates that the resources must be tested in a 2 CFR §200.501 audit in accordance with federal program requirements?

If any of the answers to Part A, Questions 1 through 4, above is Yes, the FSAA is not applicable to this nonstate organization based on the state agency's relationship with the nonstate organization. However, agency responsibilities pursuant to section 215.971, F.S., and other guidelines for the management of contracts and agreements with the nonstate organization should be further evaluated by completing the recipient/subrecipient vs. vendor relationship analysis in Part B.

**FLORIDA SINGLE AUDIT ACT CHECKLIST FOR NONSTATE ORGANIZATIONS -  
RECIPIENT/SUBRECIPIENT VS. VENDOR DETERMINATION**

**Part B - Recipient/Subrecipient vs. Vendor Relationship Analysis**

For each state project identified for inclusion in the CSFA, analyze each nonstate organization receiving program resources to determine whether there is a recipient/subrecipient or vendor relationship.

<b>Yes</b>	<b>No</b>	<i>Enter "X" for all that apply.</i>
		1. Does state law or legislative appropriation, including proviso, direct the nonstate organization to carry out this state project?
		2. Is the nonstate organization required to provide matching resources not related to a federal program?
		3. To receive state resources, is the nonstate organization required to comply with specified state project requirements? (State project requirements include laws, rules, or guidelines specific to the state project such as eligibility guidelines, specified types of jobs to be created, donation of specified assets, etc. Specified state project requirements do not include procurement standards, general guidelines, or general laws and rules.)
		4. Is the nonstate organization required to make state project decisions which the state agency would otherwise make (e.g., determine eligibility, provide case management)?
		5. Is the nonstate organization's performance measured against whether state project objectives are met (e.g., number of jobs to be created, number of patients to be seen, number of disadvantaged citizens to be transported)? The nonstate organization's performance measures may or may not be related to state performance-based budgeting.

If any of the answers to Part B, Questions 1 through 5, above is Yes, there is a recipient/subrecipient relationship and the state agency must comply with section 215.971, F.S., and other guidelines for the management of contracts and agreements with the nonstate organization. Also, the nonstate organization is a nonstate entity subject to the FSAA, unless the FSAA has been determined as not applicable in Part A above.

If all the answers to Part B, Questions 1 through 5, above are No, the nonstate organization is a vendor and is not subject to the FSAA. Characteristics indicative of a procurement relationship between the state agency and a vendor are when the nonstate organization: (a) provides the goods and services within normal business operations; (b) provides similar goods or services to many different purchasers; (c) normally operates in a competitive environment; (d) provides goods or services that are ancillary to the operation of the state project; and (e) is not subject to compliance requirements of the state project as a result of the contract or agreement, though similar requirements may apply for other reasons.


FLORIDA SINGLE AUDIT ACT CHECKLIST FOR NONSTATE ORGANIZATIONS -  
 RECIPIENT/SUBRECIPIENT VS. VENDOR DETERMINATION

**Part C - Conclusion**

Based on analysis of the responses in Parts A and B above, and through discussions with state program personnel, state your conclusion regarding the relationship with, and the applicability of the FSAA to, the nonstate organization.

Name of Nonstate Organization

Enter "X" to indicate the Recipient/Subrecipient vs. Vendor Relationship and Applicability of the FSAA.

<input checked="" type="checkbox"/>	<b>Recipient/Subrecipient: FSAA Applicable</b>	<input type="checkbox"/>	<b>Vendor: FSAA Not Applicable</b>
<b>Comments</b>			
<b>Name</b>	Veronica S. Ash, FCCM	<b>Phone</b>	(850) 815-4530
<b>Title</b>	Grants Specialist V	<b>Email</b>	Veronica.ash@em.myflorida.com
<b>Signature</b>	Veronica Ash 	<b>Date</b>	July 17, 2020

*For questions regarding the evaluation of a nonstate organization or if it has been determined that the nonstate organization is a recipient or subrecipient subject to the FSAA and a CSFA number has not been assigned, contact your FSAA state agency liaison or the Department of Financial Services, Bureau of Auditing, at [FSAA@MyFloridaCFO.com](mailto:FSAA@MyFloridaCFO.com) or (850) 413-3060.*

Agreement Number: H0511

Project Number: 4337-443-R

**FEDERALLY-FUNDED SUBAWARD AND GRANT AGREEMENT**

2 C.F.R. §200.92 states that a "subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract."

As defined by 2 C.F.R. §200.74, "pass-through entity" means "a non-Federal entity that provides a subaward to a Sub-Recipient to carry out part of a Federal program."

As defined by 2 C.F.R. §200.93, "Sub-Recipient" means "a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program."

As defined by 2 C.F.R. §200.38, "Federal award" means "Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity."

As defined by 2 C.F.R. §200.92, "subaward" means "an award provided by a pass-through entity to a Sub-Recipient for the Sub-Recipient to carry out part of a Federal award received by the pass-through entity."

The following information is provided pursuant to 2 C.F.R. §200.331(a)(1):

Sub-Recipient's name:	Town of Windermere
Sub-Recipient's unique entity identifier:	59-6020338
Federal Award Identification Number (FAIN):	FEMA-DR-4337-FL
Federal Award Date:	April 17, 2020
Subaward Period of Performance Start and End Date:	Upon execution through July 31, 2021
Amount of Federal Funds Obligated by this Agreement:	\$54,375.00
Total Amount of Federal Funds Obligated to the Sub-Recipient by the pass-through entity to include this Agreement:	\$54,375.00
Total Amount of the Federal Award committed to the Sub-Recipient by the pass-through entity	\$54,375.00
Federal award project description (see FFATA):	Drainage Project – Phase I
Name of Federal awarding agency:	Federal Emergency Management Agency
Name of pass-through entity:	FL Division of Emergency Management
Contact information for the pass-through entity:	Douglas.galvan@em.myflorida.com
Catalog of Federal Domestic Assistance (CFDA) Number and Name:	97.039 Hazard Mitigation Grant Program
Whether the award is R&D:	N/A
Indirect cost rate for the Federal award:	N/A



THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and the Town of Windermere , (hereinafter referred to as the "Sub-Recipient").

For the purposes of this Agreement, the Division serves as the pass-through entity for a Federal award, and the Sub-Recipient serves as the recipient of a subaward.

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

- A. The Sub-Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein;
- B. The State of Florida received these grant funds from the Federal government, and the Division has the authority to subgrant these funds to the Sub-Recipient upon the terms and conditions outlined below; and,
- C. The Division has statutory authority to disburse the funds under this Agreement.

THEREFORE, the Division and the Sub-Recipient agree to the following:

(1) APPLICATION OF STATE LAW TO THIS AGREEMENT

2 C.F.R. §200.302 provides: "Each state must expend and account for the Federal award in accordance with state laws and procedures for expending and accounting for the state's own funds." Therefore, section 215.971, Florida Statutes, entitled "Agreements funded with federal or state assistance", applies to this Agreement.

(2) LAWS, RULES, REGULATIONS AND POLICIES

- a. The Sub-Recipient's performance under this Agreement is subject to 2 C.F.R. Part 200, entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."
- b. As required by Section 215.971(1), Florida Statutes, this Agreement includes:
  - i. A provision specifying a scope of work that clearly establishes the tasks that the Sub-Recipient is required to perform.
  - ii. A provision dividing the agreement into quantifiable units of deliverables that must be received and accepted in writing by the Division before payment. Each deliverable must be directly related to the scope of work and specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.
  - iii. A provision specifying the financial consequences that apply if the Sub-Recipient fails to perform the minimum level of service required by the agreement.
  - iv. A provision specifying that the Sub-Recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period.
  - v. A provision specifying that any balance of unobligated funds which has been advanced or paid must be refunded to the Division.

vi. A provision specifying that any funds paid in excess of the amount to which the Sub-Recipient is entitled under the terms and conditions of the agreement must be refunded to the Division.

c. In addition to the foregoing, the Sub-Recipient and the Division shall be governed by all applicable State and Federal laws, rules and regulations, including those identified in Attachment B. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

**(3) CONTACT**

a. In accordance with section 215.971(2), Florida Statutes, the Division's Grant Manager shall be responsible for enforcing performance of this Agreement's terms and conditions and shall serve as the Division's liaison with the Sub-Recipient. As part of his/her duties, the Grant Manager for the Division shall:

- i. Monitor and document Sub-Recipient performance; and,
- ii. Review and document all deliverables for which the Sub-Recipient requests payment.

b. The Division's Grant Manager for this Agreement is:

Douglas Galvan, FCCM  
Project Manager  
Bureau of Mitigation  
Florida Division of Emergency Management  
2702 Directors Row  
Orlando, Florida 32809-5631  
Telephone: 850-815-4583  
Email: [Douglas.galvan@em.myflorida.com](mailto:Douglas.galvan@em.myflorida.com)

The Division's Alternate Grant Manager for this Agreement is:

Kathleen Marshall  
Community Program Manager  
Bureau of Mitigation  
Florida Division of Emergency Management  
2555 Shumard Oak Boulevard  
Tallahassee, FL 32399  
Telephone: 850-815-4503  
Email: [Kathleen.Marshall@em.myflorida.com](mailto:Kathleen.Marshall@em.myflorida.com)

1. The name and address of the Representative of the Sub-Recipient responsible for the administration of this Agreement is:

Robert Smith  
Town Manager  
Town of Windermere  
614 Main Street  
Windermere, Florida 34786  
Telephone: (407) 878-2563  
Email: [rsmith@town.windermere.fl.us](mailto:rsmith@town.windermere.fl.us)

2. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be provided to the other party.

(4) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

(5) EXECUTION

This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(6) MODIFICATION

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

(7) SCOPE OF WORK

The Sub-Recipient shall perform the work in accordance with the Budget and Scope of Work, Attachment A of this Agreement.

(8) PERIOD OF AGREEMENT

This Agreement shall begin upon execution by both parties and shall end on July 31, 2021, unless terminated earlier in accordance with the provisions of Paragraph (17) of this Agreement. Consistent with the definition of "period of performance" contained in 2 C.F.R. §200.77, the term "period of agreement" refers to the time during which the Sub-Recipient "may incur new obligations to carry out the work authorized under" this Agreement. In accordance with 2 C.F.R. §200.309, the Sub-Recipient may receive reimbursement under this Agreement only for "allowable costs incurred during the period of performance." In accordance with section 215.971(1)(d), Florida Statutes, the Sub-Recipient may expend funds authorized by this Agreement "only for allowable costs resulting from obligations incurred during" the period of agreement.

(9) FUNDING

- a. This is a cost-reimbursement Agreement, subject to the availability of funds.
- b. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with either Chapter 216, Florida Statutes, or the Florida Constitution.
- c. The Division will reimburse the Sub-Recipient only for allowable costs incurred by the Sub-Recipient in the successful completion of each deliverable. The maximum reimbursement amount for each deliverable is outlined in Attachment A of this Agreement ("Budget and Scope of Work"). The maximum reimbursement amount for the entirety of this Agreement is **\$54,375.00**.
- d. As required by 2 C.F.R. §200.415(a), any request for payment under this Agreement must include a certification, signed by an official who is authorized to legally bind the Sub-Recipient, which reads as follows: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."
- e. The Division will review any request for reimbursement by comparing the documentation provided by the Sub-Recipient against a performance measure, outlined in Attachment A, that clearly delineates:
  - i. The required minimum acceptable level of service to be performed; and,
  - ii. The criteria for evaluating the successful completion of each deliverable.
- f. The performance measure required by section 215.971(1)(b), Florida Statutes, remains consistent with the requirement for a "performance goal", which is defined in 2 C.F.R. §200.76 as "a target level of performance expressed as a tangible, measurable objective, against which actual achievement can be compared." It also remains consistent with the requirement, contained in 2 C.F.R. §200.301, that the Division and the Sub-Recipient "relate financial data to performance accomplishments of the Federal award."
- g. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for overtime expenses in accordance with 2 C.F.R. §200.430 ("Compensation—personal services") and 2 C.F.R. §200.431 ("Compensation—fringe benefits"). If the Sub-Recipient seeks reimbursement for overtime expenses for periods when no work is performed due to vacation, holiday, illness, failure of the employer to provide sufficient work, or other similar cause (*see* 29 U.S.C. §207(e)(2)), then the Division will treat the expense as a fringe benefit. 2 C.F.R. §200.431(a) defines fringe benefits as "allowances and services provided by employers to their employees as compensation in addition to regular salaries and wages." Fringe benefits are allowable under this Agreement as long as the benefits are reasonable and are required by law, Sub-Recipient-employee agreement, or an

established policy of the Sub-Recipient. 2 C.F.R. §200.431(b) provides that the cost of fringe benefits in the form of regular compensation paid to employees during periods of authorized absences from the job, such as for annual leave, family-related leave, sick leave, holidays, court leave, military leave, administrative leave, and other similar benefits, are allowable if all of the following criteria are met:

- i. They are provided under established written leave policies;
- ii. The costs are equitably allocated to all related activities, including Federal awards; and,
- iii. The accounting basis (cash or accrual) selected for costing each type of leave is consistently followed by the non-Federal entity or specified grouping of employees.

h. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for travel expenses in accordance with 2 C.F.R. §200.474. As required by the Reference Guide for State Expenditures, reimbursement for travel must be in accordance with section 112.061, Florida Statutes, which includes submission of the claim on the approved state travel voucher. If the Sub-Recipient seeks reimbursement for travel costs that exceed the amounts stated in section 112.061(6)(b), Florida Statutes (\$6 for breakfast, \$11 for lunch, and \$19 for dinner), then the Sub-Recipient must provide documentation that:

- i. The costs are reasonable and do not exceed charges normally allowed by the Sub-Recipient in its regular operations as a result of the Sub-Recipient's written travel policy; and,
- ii. Participation of the individual in the travel is necessary to the Federal award.

i. The Division's grant manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the grant agreement period and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Sub-Recipient.

- j. As defined by 2 C.F.R. §200.53, the term "improper payment" means or includes:
  - i. Any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements; and,
  - ii. Any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.

#### (10) RECORDS

a. As required by 2 C.F.R. §200.336, the Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the Division, or any of their authorized representatives, shall enjoy the right of access to any documents, papers, or other records of the Sub-Recipient which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right



of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents. Finally, the right of access is not limited to the required retention period but lasts as long as the records are retained.

b. As required by 2 C.F.R. §200.331(a)(5), the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Sub-Recipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents.

c. As required by Florida Department of State's record retention requirements (Chapter 119, Florida Statutes) and by 2 C.F.R. §200.333, the Sub-Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, as well as the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of five (5) years from the date of submission of the final expenditure report. The following are the only exceptions to the five (5) year requirement:

i. If any litigation, claim, or audit is started before the expiration of the 5-year period, then the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

ii. When the Division or the Sub-Recipient is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.

iii. Records for real property and equipment acquired with Federal funds must be retained for 5 years after final disposition.

iv. When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 5-year retention requirement is not applicable to the Sub-Recipient.

v. Records for program income transactions after the period of performance. In some cases recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.

vi. Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).

d. In accordance with 2 C.F.R. §200.334, the Federal awarding agency must request transfer of certain records to its custody from the Division or the Sub-Recipient when it determines that the records possess long-term retention value.

e. In accordance with 2 C.F.R. §200.335, the Division must always provide or accept paper versions of Agreement information to and from the Sub-Recipient upon request. If paper copies are submitted, then the Division must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.

f. As required by 2 C.F.R. §200.303, the Sub-Recipient shall take reasonable measures to safeguard protected personally identifiable information and other information the Federal awarding agency or the Division designates as sensitive or the Sub-Recipient considers sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.

g. Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) provides the citizens of Florida with a right of access to governmental proceedings and mandates three, basic requirements: (1) meetings of public boards or commissions must be open to the public; (2) reasonable notice of such meetings must be given; and, (3) minutes of the meetings must be taken and promptly recorded. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the open government requirements. However, the Government in the Sunshine Law applies to private entities that provide services to governmental agencies and that act on behalf of those agencies in the agencies' performance of their public duties. If a public agency delegates the performance of its public purpose to a private entity, then, to the extent that private entity is performing that public purpose, the Government in the Sunshine Law applies. For example, if a volunteer fire department provides firefighting services to a governmental entity and uses facilities and equipment purchased with public funds, then the Government in the Sunshine Law applies to board of directors for that volunteer fire department. Thus, to the extent that the Government in the Sunshine Law applies to the Sub-Recipient based upon the funds provided under this Agreement, the meetings of the Sub-Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board may be subject to open government requirements. These meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with Chapter 119, Florida Statutes.

h. Florida's Public Records Law provides a right of access to the records of the state and local governments as well as to private entities acting on their behalf. Unless specifically exempted from disclosure by the Legislature, all materials made or received by a governmental agency (or a private entity acting on behalf of such an agency) in conjunction with official business which are used to perpetuate, communicate, or formalize knowledge qualify as public records subject to public inspection. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the public record requirements. However, when a public entity delegates a public function to a private entity, the records generated by the private entity's performance of that duty become

public records. Thus, the nature and scope of the services provided by a private entity determine whether that entity is acting on behalf of a public agency and is therefore subject to the requirements of Florida's Public Records Law.

i. The Sub-Recipient shall maintain all records for the Sub-Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Budget and Scope of Work - Attachment A - and all other applicable laws and regulations.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (850) 815-4156, Records@em.myflorida.com, or 2555 Shumard Oak Boulevard, Tallahassee, FL 32399.**

**(11) AUDITS**

a. The Sub-Recipient shall comply with the audit requirements contained in 2 C.F.R. Part 200, Subpart F.

b. In accounting for the receipt and expenditure of funds under this Agreement, the Sub-Recipient shall follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R. §200.49, GAAP "has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB)."

c. When conducting an audit of the Sub-Recipient's performance under this Agreement, the Division shall use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by 2 C.F.R. §200.50, GAGAS, "also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits."

d. If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Sub-Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty (30) days after the Division has notified the Sub-Recipient of such non-compliance.

e. The Sub-Recipient shall have all audits completed by an independent auditor, which is defined in section 215.97(2)(f), Florida Statutes, as "an independent certified public accountant licensed under chapter 473." The independent auditor shall state that the audit complied with the applicable

provisions noted above. The audit must be received by the Division no later than nine months from the end of the Sub-Recipient's fiscal year.

f. The Sub-Recipient shall send copies of reporting packages for audits conducted in accordance with 2 C.F.R. Part 200, by or on behalf of the Sub-Recipient, to the Division at the following address:

DEMSingle\_Audit@em.myflorida.com

OR

Office of the Inspector General

2555 Shumard Oak Boulevard

Tallahassee, Florida 32399-2100

g. The Sub-Recipient shall send the Single Audit reporting package and Form SF-SAC to the Federal Audit Clearinghouse by submission online at:

<http://harvester.census.gov/fac/collect/ddeindex.html>

h. The Sub-Recipient shall send any management letter issued by the auditor to the Division at the following address:

DEMSingle\_Audit@em.myflorida.com

OR

Office of the Inspector General

2555 Shumard Oak Boulevard

Tallahassee, Florida 32399-2100

## (12) REPORTS

a. Consistent with 2 C.F.R. §200.328, the Sub-Recipient shall provide the Division with quarterly reports and a close-out report. These reports shall include the current status and progress by the Sub-Recipient and all subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

b. Quarterly reports are due to the Division no later than fifteen (15) days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30 and December 31.

c. The close-out report is due sixty (60) days after termination of this Agreement or sixty (60) days after completion of the activities contained in this Agreement, whichever first occurs.

d. If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, then the Division may withhold further payments until they are completed or may take other action as stated in Paragraph (16) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Scope of Work.

e. The Sub-Recipient shall provide additional program updates or information that may be required by the Division.

f. The Sub-Recipient shall provide additional reports and information identified in Attachment F.

**(13) MONITORING**

a. The Sub-Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved. A review shall be done for each function or activity in Attachment A to this Agreement, and reported in the quarterly report.

b. In addition to reviews of audits, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits, and/or other procedures. The Sub-Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that a limited scope audit of the Sub-Recipient is appropriate, the Sub-Recipient agrees to comply with any additional instructions provided by the Division to the Sub-Recipient regarding such audit. The Sub-Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Sub-Recipient throughout the contract term to ensure timely completion of all tasks.

**(14) LIABILITY**

a. Unless Sub-Recipient is a State agency or subdivision, as defined in section 768.28(2), Florida Statutes, the Sub-Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement and, as authorized by section 768.28(19), Florida Statutes, Sub-Recipient shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Sub-Recipient agrees that it is not an employee or agent of the Division, but is an independent contractor.

b. As required by section 768.28(19), Florida Statutes, any Sub-Recipient which is a state agency or subdivision, as defined in section 768.28(2), Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in Section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any Sub-Recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.



**(15) DEFAULT**

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (16); however, the Division may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment if:

a. Any warranty or representation made by the Sub-Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Sub-Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

b. Material adverse changes occur in the financial condition of the Sub-Recipient at any time during the term of this Agreement, and the Sub-Recipient fails to cure this adverse change within thirty (30) days from the date written notice is sent by the Division;

c. Any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete or insufficient information; or,

d. The Sub-Recipient has failed to perform and complete on time any of its obligations under this Agreement.

**(16) REMEDIES**

If an Event of Default occurs, then the Division shall, after thirty (30) calendar days written notice to the Sub-Recipient and upon the Sub-Recipient's failure to cure within those thirty (30) days, exercise any one or more of the following remedies, either concurrently or consecutively:

a. Terminate this Agreement, provided that the Sub-Recipient is given at least thirty (30) days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (3) herein;

b. Begin an appropriate legal or equitable action to enforce performance of this Agreement;

c. Withhold or suspend payment of all or any part of a request for payment;

d. Require that the Sub-Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.

e. Exercise any corrective or remedial actions, to include but not be limited to:

i. Request additional information from the Sub-Recipient to determine the reasons for or the extent of non-compliance or lack of performance,

ii. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected,

iii. Advise the Sub-Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or

iv. Require the Sub-Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible;

f. Exercise any other rights or remedies which may be available under law.

Pursuing any of the above remedies will not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity. If the Division waives any right or remedy in this Agreement or fails to insist on strict performance by the Sub-Recipient, it will not affect, extend or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Sub-Recipient.

#### (17) TERMINATION

a. The Division may terminate this Agreement for cause after thirty (30) days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Sub-Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Florida Statutes, as amended.

b. The Division may terminate this Agreement for convenience or when it determines, in its sole discretion that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Sub-Recipient with thirty (30) calendar day's prior written notice.

c. The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.

d. In the event that this Agreement is terminated, the Sub-Recipient will not incur new obligations for the terminated portion of the Agreement after the Sub-Recipient has received the notification of termination. The Sub-Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Sub-Recipient shall not be relieved of liability to the Division because of any breach of Agreement by the Sub-Recipient. The Division may, to the extent authorized by law, withhold payments to the Sub-Recipient for the purpose of set-off until the exact amount of damages due the Division from the Sub-Recipient is determined.

#### (18) PROCUREMENT

a. The Sub-Recipient shall ensure that any procurement involving funds authorized by the Agreement complies with all applicable federal and state laws and regulations, to include 2 C.F.R. §§200.318 through 200.326 as well as Appendix II to 2 C.F.R. Part 200 (entitled "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards").

b. As required by 2 C.F.R. §200.318(f), the Sub-Recipient shall "maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited

to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.”

c. As required by 2 C.F.R. §200.318(b), the Sub-Recipient shall “maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.” In order to demonstrate compliance with this requirement, the Sub-Recipient shall document, in its quarterly report to the Division, the progress of any and all subcontractors performing work under this Agreement.

d. The Sub-Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Division and Sub-Recipient harmless against all claims of whatever nature arising out of the subcontractor’s performance of work under this Agreement, to the extent allowed and required by law.

e. As required by 2 C.F.R. §200.318(c)(1), the Sub-Recipient shall “maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts.”

f. As required by 2 C.F.R. §200.319(a), the Sub-Recipient shall conduct any procurement under this agreement “in a manner providing full and open competition.” Accordingly, the Sub-Recipient shall not:

- i. Place unreasonable requirements on firms in order for them to qualify to do business;
- ii. Require unnecessary experience or excessive bonding;
- iii. Use noncompetitive pricing practices between firms or between affiliated companies;
- iv. Execute noncompetitive contracts to consultants that are on retainer contracts;
- v. Authorize, condone, or ignore organizational conflicts of interest;
- vi. Specify only a brand name product without allowing vendors to offer an equivalent;
- vii. Specify a brand name product instead of describing the performance, specifications, or other relevant requirements that pertain to the commodity or service solicited by the procurement;
- viii. Engage in any arbitrary action during the procurement process; or,
- ix. Allow a vendor to bid on a contract if that bidder was involved with developing or drafting the specifications, requirements, statement of work, invitation to bid, or request for proposals.

g. "[E]xcept in those cases where applicable Federal statutes expressly mandate or encourage" otherwise, the Sub-Recipient, as required by 2 C.F.R. §200.319(b), shall not use a geographic preference when procuring commodities or services under this Agreement.

h. The Sub-Recipient shall conduct any procurement involving invitations to bid (i.e. sealed bids) in accordance with 2 C.F.R. §200.320(c) as well as section 287.057(1)(a), Florida Statutes.

i. The Sub-Recipient shall conduct any procurement involving requests for proposals (i.e. competitive proposals) in accordance with 2 C.F.R. §200.320(d) as well as section 287.057(1)(b), Florida Statutes.

j. For each subcontract, the Sub-Recipient shall provide a written statement to the Division as to whether that subcontractor is a minority business enterprise, as defined in Section 288.703, Florida Statutes. Additionally, the Sub-Recipient shall comply with the requirements of 2 C.F.R. §200.321 ("Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms").

#### **(19) ATTACHMENTS**

a. All attachments to this Agreement are incorporated as if set out fully.

b. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

c. This Agreement has the following attachments:

- i. Exhibit 1 - Funding Sources
- ii. Attachment A – Budget and Scope of Work
- iii. Attachment B – Program Statutes and Regulations
- iv. Attachment C – Statement of Assurances
- v. Attachment D – Request for Advance or Reimbursement
- vi. Attachment E – Justification of Advance Payment
- vii. Attachment F – Quarterly Report Form
- viii. Attachment G – Warranties and Representations
- ix. Attachment H – Certification Regarding Debarment
- x. Attachment I – Federal Funding Accountability and Transparency Act
- xi. Attachment J – Mandatory Contract Provisions

#### **(20) PAYMENTS**

a. Any advance payment under this Agreement is subject to 2 C.F.R. §200.305 and, as applicable, section 216.181(16), Florida Statutes. All advances are required to be held in an interest-bearing account. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be included in this Agreement as Attachment E. Attachment E will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. No advance shall be accepted for processing if a reimbursement has been paid prior

to the submittal of a request for advanced payment. After the initial advance, if any, payment shall be made on a reimbursement basis as needed.

b. Invoices shall be submitted at least quarterly and shall include the supporting documentation for all costs of the project or services. The final invoice shall be submitted within sixty (60) days after the expiration date of the agreement. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division grant manager as part of the Sub-Recipient's quarterly reporting as referenced in Paragraph (12) of this Agreement.

c. If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief Financial Officer or under subparagraph (9)b. of this Agreement, all obligations on the part of the Division to make any further payment of funds shall terminate, and the Sub-Recipient shall submit its closeout report within thirty (30) days of receiving notice from the Division.

#### (21) REPAYMENTS

a. All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management", and mailed directly to the following address:

Division of Emergency Management  
Cashier  
2555 Shumard Oak Boulevard  
Tallahassee FL 32399-2100

b. In accordance with Section 215.34(2), Florida Statutes, if a check or other draft is returned to the Division for collection, Sub-Recipient shall pay the Division a service fee of \$15.00 or 5% of the face amount of the returned check or draft, whichever is greater.

#### (22) MANDATED CONDITIONS

a. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Sub-Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials are incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Division and with thirty (30) days written notice to the Sub-Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Sub-Recipient.

b. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.



c. Any power of approval or disapproval granted to the Division under the terms of this Agreement shall survive the term of this Agreement.

d. The Sub-Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

e. Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of \$25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

f. Any Sub-Recipient which is not a local government or state agency, and which receives funds under this Agreement from the federal government, certifies, to the best of its knowledge and belief, that it and its principals:

i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency;

ii. Have not, within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

iii. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph (22) f. ii. of this certification; and,

iv. Have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

g. If the Sub-Recipient is unable to certify to any of the statements in this certification, then the Sub-Recipient shall attach an explanation to this Agreement.

**h. In addition, the Sub-Recipient shall send to the Division (by email or by facsimile transmission) the completed "Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion" (Attachment H) for each intended subcontractor which Sub-Recipient plans to fund under this Agreement. The form must be received by the Division before the Sub-Recipient enters into a contract with any subcontractor.**

i. The Division reserves the right to unilaterally cancel this Agreement if the Sub-Recipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, which the Sub-Recipient created or received under this Agreement.

j. If the Sub-Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Division or be applied against the Division's obligation to pay the contract amount.

k. The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Division shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Sub-Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Division.

l. Section 287.06806, Florida Statutes, requires that any state funds provided for the purchase of or improvements to real property are contingent upon the contractor or political subdivision granting to the state a security interest in the property at least to the amount of state funds provided for at least 5 years from the date of purchase or the completion of the improvements or as further required by law.

m. The Division may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), F.S., or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

**(23) LOBBYING PROHIBITION**

a. 2 C.F.R. §200.450 prohibits reimbursement for costs associated with certain lobbying activities.

b. Section 216.347, Florida Statutes, prohibits "any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency."

c. No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

d. The Sub-Recipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:

i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sub-Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Sub-Recipient shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities."

iii. The Sub-Recipient shall require that this certification be included in the award documents for all subawards (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Sub-Recipients shall certify and disclose.

iv. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**(24) COPYRIGHT, PATENT AND TRADEMARK**

**EXCEPT AS PROVIDED BELOW, ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA; AND, ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE SUB-RECIPIENT TO THE STATE OF FLORIDA.**

a. If the Sub-Recipient has a pre-existing patent or copyright, the Sub-Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

b. If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Sub-Recipient shall refer the discovery or invention to the Division for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Sub-Recipient shall notify the Division. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Sub-Recipient to the State of Florida.

c. Within thirty (30) days of execution of this Agreement, the Sub-Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Sub-Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is disclosed. Failure to disclose will indicate that no such property exists. The Division shall then, under Paragraph (24) b., have the right to all patents and copyrights which accrue during performance of the Agreement.

d. If the Sub-Recipient qualifies as a state university under Florida law, then, pursuant to section 1004.23, Florida Statutes, any invention conceived exclusively by the employees of the Sub-Recipient shall become the sole property of the Sub-Recipient. In the case of joint inventions, that is inventions made jointly by one or more employees of both parties hereto, each party shall have an equal, undivided interest in and to such joint inventions. The Division shall retain a perpetual, irrevocable, fully-paid, nonexclusive license, for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products, developed solely by the Sub-Recipient, under this Agreement, for Florida government purposes.

#### (25) LEGAL AUTHORIZATION

The Sub-Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Sub-Recipient also certifies that the undersigned person has the authority to legally execute and bind Sub-Recipient to the terms of this Agreement.

#### (26) EQUAL OPPORTUNITY EMPLOYMENT

a. In accordance with 41 C.F.R. §80-1.4(b), the Sub-Recipient 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:

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

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The

contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

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

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

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

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

vi. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

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



viii. The contractor will include the portion of the sentence immediately preceding paragraph (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:

b. The Sub-Recipient 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.

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

d. The Sub-Recipient 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 Sub-Recipient 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 Sub-Recipient under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such Sub-Recipient; and refer the case to the Department of Justice for appropriate legal proceedings.

**(27) COPELAND ANTI-KICKBACK ACT**

The Sub-Recipient hereby agrees that, unless exempt under Federal law, it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, the following clause:

I. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

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

III. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

**(28) CONTRACT WORK HOURS AND SAFETY STANDARDS**

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds \$100,000 and involves the employment of mechanics or laborers, then any such contract must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 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.

**(29) CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT**

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds \$150,000, then any such contract must include the following provision:

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

**(30) SUSPENSION AND DEBARMENT**

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following provisions:

i. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

ii. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

iii. This certification is a material representation of fact relied upon by the Division. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Division, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

iv. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**(31) BYRD ANTI-LOBBYING AMENDMENT**

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following clause:

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

**(32) CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS**

a. If the Sub-Recipient, with the funds authorized by this Agreement, seeks to procure goods or services, then, in accordance with 2 C.F.R. §200.321, the Sub-Recipient shall take the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used whenever possible:

- i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs i. through v. of this subparagraph.

b. The requirement outlined in subparagraph a. above, sometimes referred to as "socioeconomic contracting," does not impose an obligation to set aside either the solicitation or award of a contract to these types of firms. Rather, the requirement only imposes an obligation to carry out and document the six affirmative steps identified above.

c. The "socioeconomic contracting" requirement outlines the affirmative steps that the Sub-Recipient must take; the requirements do not preclude the Sub-Recipient from undertaking additional steps to involve small and minority businesses and women's business enterprises.

d. The requirement to divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises, does not authorize the Sub-Recipient to break a single project down into smaller components in order to circumvent the micro-purchase or small purchase thresholds so as to utilize streamlined acquisition procedures (e.g. "project splitting").

(33) ASSURANCES

The Sub-Recipient shall comply with any Statement of Assurances incorporated as Attachment C.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

**SUB-RECIPIENT:** Town of Windermere

By: \_\_\_\_\_  
Name and title: ROBERT SMITH Town Manager  
Date: 7/17/20  
FID# 511-61213364

**STATE OF FLORIDA  
DIVISION OF EMERGENCY MANAGEMENT**

**Miles E. Anderson**  
By: \_\_\_\_\_  
Name and Title: Jared Moskowitz, Director  
Date: 08/11/2020

Digitally signed by Miles E. Anderson  
DN: cn=Miles E. Anderson, o=DEM, ou=Mitigation,  
email=Miles.anderson@em.myflorida.com, c=US  
Date: 2020.08.11 09:53:52 -04'00'

**EXHIBIT - 1**

**THE FOLLOWING FEDERAL RESOURCES ARE AWARDED TO THE SUB-RECIPIENT UNDER THIS AGREEMENT:**

**Federal Program**

Federal agency: Federal Emergency Management Agency; Hazard Mitigation Grant

Catalog of Federal Domestic Assistance title and number: 97.039

Award amount: \$ 54,375.00

**THE FOLLOWING COMPLIANCE REQUIREMENTS APPLY TO THE FEDERAL RESOURCES AWARDED UNDER THIS AGREEMENT:**

- 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- The Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. 5121 et seq., and Related Authorities
- Sections 1361(A) of the National Flood Insurance Act of 1968, 42 U.S.C. 4104c, as amended by the National Flood Insurance Reform Act of 1994, Public Law 103-325 and the Bunning-Bereuter-Blumenauer Flood Insurance Reform Act of 2004, Public Law 108-264
- 31 CFR Part 205 Rules and Procedures for Funds Transfers

**Federal Program:**

1. Sub-Recipient is to use funding to perform the following eligible activities:
  - Localized Minor Drainage Improvement
  - Intermediate Stormwater Drainage System
  - Major Flood Control Drainage System
  - Other projects that reduce future disaster losses
2. Sub-Recipient is subject to all administrative and financial requirements as set forth in this Agreement, or will be in violation of the terms of the Agreement.



**Attachment A**  
**Budget and Scope of Work**

**STATEMENT OF PURPOSE:**

The purpose of this Scope of Work is to improve drainage of 3<sup>rd</sup> Avenue and Magnolia Street, located in Windermere, Orange County, Florida, funded through the Hazard Mitigation Grant Program (HMGP) DR-4337-443-R, as approved by the Florida Division of Emergency Management (Division) and the Federal Emergency Management Agency (FEMA).

The Sub-Recipient, Town of Windermere, shall conduct Phase I of this project, which includes the preliminary engineering designs and calculations, surveys, permitting, and notices. No construction activities are approved at this time. The Sub-Recipient shall complete the Phase I work in accordance with all applicable federal, state and local laws, regulations and codes.

**PROJECT OVERVIEW:**

As a Hazard Mitigation Grant Program project, the Sub-Recipient proposes to improve the drainage of 3<sup>rd</sup> Avenue and Magnolia Street, located in Windermere, Orange County, Florida 34786. Coordinates (28.499046, -81.533611).

The scope is for Phase I only, which includes but is not limited to surveying, engineering, design, plans preparation, permitting and bidding for the proposed project, for Phase II approval. No construction activities for this project have been approved.

When completed, the Sub-Recipient shall provide deliverables for Phase II review of the following proposed activities.

The Phase II proposed scope of work shall include drainage improvements to the area, which currently has undersized drainage infrastructure. The improvements shall be constructed within the Town's right-of-way. Vegetated swales also shall be constructed to provide a measure of water quality treatment prior to entering the proposed drainage system. Other improvements include using the existing Town right-of-way to construct a stormwater pond and to plant native aquatic plants to slow down the flows, allow sediment to settle out, and provide nutrient uptake.

The project shall mitigate the flooding that currently persists during heavy and/or sustained rainfall events, protecting those residences that have experienced structural flooding.

The project shall be designed to provide protection against a 100-year storm event. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

**TASKS & DELIVERABLES:**

**A) Tasks:**

- 1) The Sub-Recipient shall procure the services of a qualified and licensed Florida contractor and execute a contract with the selected bidder to complete the Phase I scope of work as approved by the Division and FEMA. The Sub-Recipient shall select the qualified, licensed Florida contractor in accordance with the Sub-Recipient's procurement policy as well as all federal and state laws and regulations.

All procurement activities shall contain sufficient source documentation and be in accordance with all applicable regulations.

The Sub-Recipient and contractor shall be responsible for maintaining a safe and secure worksite for the duration of the work. The contractor shall maintain all areas in a neat and presentable condition.

The Sub-Recipient shall ensure that no contractors or subcontractors are debarred or suspended from participating in federally funded projects.

The selected contractor shall have a current and valid occupational license/business tax receipt issued for the type of services being performed. The Sub-Recipient shall provide documentation demonstrating the results of the procurement process. This shall include a rationale for the method of procurement and selection of contract type, contractor selection and/or rejection and bid tabulation and listing, and the basis of contract price.

The Sub-Recipient shall provide an executed "Debarment, Suspension, Ineligibility, Voluntary Exclusion Form" for each contractor and/or subcontractor performing services under this agreement.

Executed contracts with contractors and/or subcontractors shall be provided to the Division by the Sub-Recipient.

The Sub-Recipient shall provide copies of professional licenses for contractors selected to perform services. The Sub-Recipient shall provide a copy of a current and valid occupational license or business tax receipt issued for the type of services to be performed by the selected contractor.

- 2) The Sub-Recipient shall monitor and manage the Phase I portion of this project in accordance with the Hazard Mitigation Grant Program application and supporting documentation as submitted to the Division and subsequently approved by the Division and FEMA. The Division and FEMA shall render a Phase II determination upon completion of the review of Phase I deliverables. No construction activities are approved at this time. The Sub-Recipient shall ensure that all applicable state, local and federal laws and regulations are followed and documented, as appropriate.

Phase I consists of fees; for conducting survey, drainage study, engineering, design, public notices, and/or permitting associated with the modification(s) needed to upgrade the drainage. Verification of upstream and downstream impacts shall be necessary for determining project eligibility.

All Phase I work shall be completed in accordance with all applicable state, local and federal laws and regulations and documented, as appropriate.

Upon completion of Task 2, the Sub-Recipient shall submit the following documents with sufficient supporting documentation, and provide a summary of all scope of work changes, if any.

- a) Two sets of engineering Signed/Sealed final design and analysis, surveying, and Hydrologic and Hydraulic (H&H) Studies.
- b) Construction Plans and bid documents.
- c) Revised cost estimate for Phase II – construction (include Phase I costs), to implement the design project.
- d) Design documents shall provide a detailed description which includes specifics on project scope of work, depth and extent of ground disturbance at all construction locations of the project.
- e) Color maps including topographical, aerial, and ground disturbance.
- f) Color photographs of the project area and areas of ground disturbance.
- g) Copy of all environmental permits or applications; any obtained from the Florida Department of Environmental Protection (FDEP), and/or local Water Management District (WMD) shall be required. Any conditions for compliance shall be included in the final design plans, narrative and project implementation actions.
- h) Copy of the United States Army Corps of Engineers (USACE) permit or No Permit Required notification.
- i) Any other documentation requested by the Division, not limited to Project Conditions and Requirements herein.

- 3) During the course of this agreement, the Sub-Recipient shall submit requests for reimbursement. Adequate and complete source documentation shall be submitted to support all costs (federal share and local share) related to the project. In some cases, all project activities may not be fully complete prior to requesting reimbursement of costs incurred in completion of this scope of work; however, a partial reimbursement may be requested.

The Sub-Recipient shall submit an Affidavit signed by the Sub-Recipient's project personnel with each reimbursement request attesting to the completion of the work, that disbursements or payments were made in accordance with all agreement and regulatory conditions, and that reimbursement is due and has not been previously requested.

The Sub-Recipient shall maintain accurate time records. The Sub-Recipient shall ensure invoices are accurate and any contracted services were rendered within the terms and timelines of this agreement. All supporting documentation shall agree with the requested billing period. All costs submitted for reimbursement shall contain adequate source documentation which may include but not be limited to: cancelled checks, bank statements, Electronic Funds Transfer, paid bills and invoices, payrolls, time and attendance records, contract and subcontract award documents.

**Direct Expenses:** The Sub-Recipient shall pre-audit bills, invoices, and/or charges submitted by the contractors and subcontractors and pay the contractors and subcontractors for approved bills, invoices, and/or charges. Sub-Recipient shall ensure that all contractor/subcontractor bills, invoices, and/or charges are legitimate and clearly identify the activities being performed and associated costs.

**Project Management Expenses:** The Sub-Recipient shall pre-audit source documentation such as payroll records, project time sheets, attendance logs, etc. Documentation shall be detailed information describing tasks performed, hours devoted to each task, and the hourly rate charged for each hour including enough information to calculate the hourly rates based on payroll records. Employee benefits shall be clearly shown.

The Division shall review all submitted requests for reimbursement for basic accuracy of information. Further, the Division shall ensure that no unauthorized work was completed prior to the approved project start date by verifying vendor and contractor invoices. The Division shall verify that reported costs were incurred in the performance of eligible work, that the approved work was completed, and that the mitigation measures are in compliance with the approved scope of work prior to processing any requests for reimbursement.

Review and approval of any third party in-kind services, if applicable, shall be conducted by the Division in coordination with the Sub-Recipient.

Quarterly reports shall be submitted by the Sub-Recipient and received by the Division at the times provided in this agreement prior to the processing of any reimbursement.

The Sub-Recipient shall submit to the Division requests for reimbursement of actual Phase I costs related to the project as identified in the project application and this scope of work. The Requests for Reimbursement (RFR) shall include:

- a) Contractor, subcontractor, and/or vendor invoices which clearly display dates of services performed, description of services performed, location of services performed, cost of services performed, name of service provider and any other pertinent information;
- b) Proof of payment from the Sub-Recipient to the contractor, subcontractor, and/or vendor for invoiced services;
- c) Clear identification of amount of costs being requested for reimbursement as well as costs being applied against the local match amount.

The Sub-Recipient's Request for Reimbursement shall include the final Phase I project cost. Supporting documentation shall show that all contractors and subcontractors have been paid.

**B) Deliverables:**

Mitigation Activities consist of Phase I activities, which include engineering, designing, plans preparation, permitting and bidding for the proposed project, for Phase II approval, and to implement measures to improve the drainage of 3<sup>rd</sup> Avenue and Magnolia Street, located in Windermere, Orange County, Florida 34786. The pipes are primarily corrugated metal pipe and PVC pipe, and are aged or under capacity.

The project shall be designed to provide protection against a 100-year storm event. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

Provided the Sub-Recipient performs in accordance with the Scope of Work outlined in this Agreement, the Division shall reimburse the Sub-Recipient based on the percentage of overall project completion.

**PROJECT CONDITIONS AND REQUIREMENTS:**

**C) Engineering:**

- 1) The Sub-Recipient shall submit signed and sealed Engineering plans that clearly show the engineer's estimate of the pre and post-mitigation effects of the proposed project and the relationship of the damages to be mitigated (commensurate with the level of funding requested). The H&H study shall contain at least 3 scenarios, where one represents the level of protection; under each scenario, the Sub-Recipient must identify the losses before and after mitigation (structural, content, displacement, road closure duration, or any other needed to show the improvements after the mitigation project is implemented). This includes, but is not limited to, the existing and proposed hydrology and hydraulics for the level of event being mitigated.
- 2) Demonstrate mitigation effectiveness, in part, by showing the physical location(s) and elevation(s) of the infrastructure/structures that are being damaged and FEMA Special Flood Hazard Areas on the same plan.
- 3) Submit a refined cost estimate, to include final Phase I Fees and Phase II Construction Materials and Labor.

**D) Environmental:**

- 1) Any change to the approved scope of work shall require re-evaluation for compliance with NEPA and other Laws and Executive Orders.
- 2) Acceptance of federal funding requires the Sub-Recipient to comply with all federal, state, and local laws. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding.
- 3) Meet all required Environmental laws and policies, and all necessary Environmental compliance documents shall be obtained as applicable.
  - a) United States Army Corps of Engineers (USACE): Consultation with the USACE is required. A permit or No Permit Required shall be submitted.
  - b) Copy of all environmental permits or applications; any obtained from the Florida Department of Environmental Protection (FDEP), and/or local Water Management District (WMD) shall be submitted. Any conditions for compliance shall be included in the final design plans, narrative, and project implementation actions.
- 4) Historical Preservation compliance documents shall be obtained. Review documentation required:
  - a) Color maps including topographical and aerial with the project location clearly marked.
  - b) Color photographs of any area with ground disturbance (electronic).
  - c) Indicate if project site is located within a designated historic district or historic neighborhood.

- 5) Tribal Consultation shall be required for proposed ground disturbing activities. The following documents shall be required and submitted as part of deliverables:
    - a) Color ground disturbance maps showing the full extent of the project footprint and depth of ground disturbance. Geographic latitude/longitude (decimal degree format) of the proposed construction areas and staging areas.
    - b) Previous and current use of proposed project area.
    - c) Any known site work or historic uses for the proposed location.
    - d) Any available studies that may have taken place on the property.
  - 6) Phase I of this project is approved with the condition that the above list of deliverables shall be submitted for review and approval by the Division and FEMA before Phase II is considered.
  - 7) No construction work may begin until Phase II is approved by the Division and FEMA.
- E) Programmatic:**
- 1) A change in the scope of work *must* be approved by the Division and FEMA in advance regardless of the budget implications.
  - 2) The Sub-Recipient must notify the Division as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower costs or earlier completion.
  - 3) The Sub-Recipient must "obtain prior written approval for any budget revision which would result in a need for additional funds" [44 CFR 13(c)], from the Division and FEMA.
  - 4) A Public Notice shall be published to notify interested parties of the proposed activity. Notices shall be published in a manner that anyone that may be affected or interested in this project has access to the posting, using the Division template, as applicable.
  - 5) Any extension of the Period of Performance shall be submitted to FEMA 60 days prior to the expiration date. Therefore, any request for a Period of Performance Extension shall be in writing and submitted, along with substantiation of new expiration date and a new schedule of work, to the Division a minimum of seventy (70) days prior to the expiration date, for Division processing to FEMA.
  - 6) A copy of the executed subcontract agreement must be forwarded to the Division within 10 days of execution.
  - 7) Phase I -- Design of this project is approved with the condition that the enclosed list of deliverables shall be submitted, 30 days prior to the Period of Performance date, for review and approval by the Division, for submittal to FEMA before Phase II -- Construction is considered.
  - 8) When Phase I is completed, the Sub-Recipient must provide 100% completed designs, calculations, a full set of signed and sealed plans and, permits for a Phase II review. A final BCA using developed technical data and study results will take place. The data inputs to the final BCA for Phase II approval, must be based on the inputs and outputs of a hazard related study such as erosion, Hydraulic & Hydrologic study, damage calculations, road closures, etc. No assumptions or historical damage will be acceptable for final BCA of Phase II approval. No construction activities for this project have been approved.
  - 9) The Sub-Recipient must avoid duplication of benefits between the HMGP and any other form of assistance, as required by Section 312 of the Stafford Act, and further clarification in 44 CFR 206.191.

This is FEMA project number **4337-443-R**. It is funded under HMGP, FEMA-4337-DR-FL and must adhere to all program guidelines established for the HMGP in accordance with the PAS Operational Agreement for Disaster 4337.

FEMA awarded this project on April 17, 2020; this Agreement shall begin upon execution by both parties, and the Period of Performance for this project shall end on **July 31, 2021**.

**F) Financial Consequences:**

If the Sub-Recipient fails to comply with any term of the award, the Division shall take one or more of the following actions, as appropriate in the circumstances:

- 1) Temporarily withhold cash payments pending correction of the deficiency by the Sub-Recipient;
- 2) Disallow all or part of the cost of the activity or action not in compliance;
- 3) Wholly or partly suspend or terminate the current award for the Sub-Recipient's program;
- 4) Withhold further awards for the program; or
- 5) Take other remedies that may be legally available.

**Schedule of Work**

**Phase I-**

State and Local Contracting:	3 Months
Hydrology and Hydraulic (H&H) Study:	3 Months
Final Engineering Design Specifications:	6 Months
Permitting:	2 Months
<u>Deliverables Submittals to FDEM:</u>	<u>1 Month</u>
<b>Total Period of Performance:</b>	<b>15 Months</b>



**BUDGET**

**Line Item Budget\***

	<u>Project Cost</u>	<u>Federal Share</u>	<u>Non-Federal Share</u>
Materials:	\$0.00	\$0.00	\$0.00
Labor:	\$0.00	\$0.00	\$0.00
Fees:	\$72,500.00	\$54,375.00	\$18,125.00
<b>Initial Agreement Amount:</b>	<b>\$72,500.00</b>	<b>\$54,375.00</b>	<b>\$18,125.00</b>
***Contingency Funds:	\$0.00	\$0.00	\$0.00
<b>Project Total:</b>	<b>\$72,500.00</b>	<b>\$54,375.00</b>	<b>\$18,125.00</b>

*\*Any line item amount in this Budget may be increased or decreased 10% or less, with the Division's approval, without an amendment to this Agreement being required, so long as the overall amount of the funds obligated under this Agreement is not increased.*

*\*\*\* This project has an estimated \$0.00 in contingency funds. Per FEMA Hazard Mitigation Assistance Guidance Part VI, D.3.4 – Contingency funds are not automatically available for use. Prior to their release, contingency funds must be re-budgeted to another direct cost category and identified. Post-award changes to the budget require prior written approval from the Division (FDEM). The written request should demonstrate what unforeseen condition related to the project arose that required the use of contingency funds.*

*Project Management costs are included for this project in the amount of \$0.00*

**Funding Summary**

Federal Share:	\$54,375.00	(75.00%)
<u>Non-Federal Share:</u>	<u>\$18,125.00</u>	<u>(25.00%)</u>
<u>Total Project Cost:</u>	<u>\$72,500.00</u>	<u>(100.00%)</u>

**Attachment B**  
**Program Statutes and Regulations**

The parties to this Agreement and the Hazard Mitigation Grant Program (HMGP) are generally governed by the following statutes and regulations:

- (1) The Robert T. Stafford Disaster Relief and Emergency Assistance Act;
- (2) 44 CFR Parts 7, 9, 10, 13, 14, 17, 18, 25, 206, 220, and 221, and any other applicable FEMA policy memoranda and guidance documents;
- (3) State of Florida Administrative Plan for the Hazard Mitigation Grant Program;
- (4) Hazard Mitigation Assistance Guidance- February 27, 2015 Update; and
- (5) All applicable laws and regulations delineated in Attachment C of this Agreement.

In addition to the above statutes and regulations, the Sub-recipient must comply with the following:

The Sub-recipient shall fully perform the approved hazard mitigation project, as described in the Application and Attachment A (Budget and Scope of Work) attached to this Agreement, in accordance with approved scope of work indicated therein, the estimate of costs indicated therein, the allocation of funds indicated therein, and the terms and conditions of this Agreement. The Sub-recipient shall not deviate from the approved project and the terms and conditions of this Agreement. The Sub-recipient shall comply with any and all applicable codes and standards in performing work funded under this Agreement, and shall provide any appropriate maintenance and security for the project.

Any development permit issued by, or development activity undertaken by, the Sub-recipient and any land use permitted by or engaged in by the Sub-recipient, shall be consistent with the local comprehensive plan and land development regulations prepared and adopted pursuant to Chapter 163, Part II, Florida Statutes. Funds shall be expended for, and development activities and land uses authorized for, only those uses which are permitted under the comprehensive plan and land development regulations. The Sub-recipient shall be responsible for ensuring that any development permit issued and any development activity or land use undertaken is, where applicable, also authorized by the Water Management District, the Florida Department of Environmental Protection, the Florida Department of Health, the Florida Game and Fish Commission, and any Federal, State, or local environmental or land use permitting authority, where required. The Sub-recipient agrees that any repair or construction shall be in accordance with applicable standards of safety, decency, and sanitation, and in conformity with applicable codes, specifications and standards.

The Sub-recipient will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the completed work conforms with the approved plans and specifications and will furnish progress reports and such other information to HMGP as may be required.

If the hazard mitigation project described in Attachment A includes an acquisition or relocation project, then the Sub-recipient shall ensure that, as a condition of funding under this Agreement, the owner of the affected real property shall record in the public records of the county where it is located the following covenants and restrictions, which shall run with and apply to any property acquired, accepted, or from which a structure will be removed pursuant to the project.

- (1) The property will be dedicated and maintained in perpetuity for a use that is compatible with open space, recreational, or wetlands management practices;

- (2) No new structure will be erected on property other than:
  - a. a public facility that is open on all sides and functionally related to a designed open space;
  - b. a restroom; or
- (3) A structure that the Director of the Federal Emergency Management Agency approves in writing before the commencement of the construction of the structure;
- (4) After the date of the acquisition or relocation no application for disaster assistance for any purpose will be made to any Federal entity and no disaster assistance will be provided for the property by any Federal source; and
- (5) If any of these covenants and restrictions is violated by the owner or by some third party with the knowledge of the owner, fee simple title to the Property described herein shall be conveyed to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida without further notice to the owner, its successors and assigns, and the owner, its successors and assigns shall forfeit all right, title and interest in and to the property.

HMGP Contract Manager will evaluate requests for cost overruns and submit to the regional Director written determination of cost overrun eligibility. Cost overruns shall meet Federal regulations set forth in 44 CFR 206.438(b).

The National Environmental Policy Act (NEPA) stipulates that additions or amendments to a HMGP Sub-Recipient Scope of Work (SOW) shall be reviewed by all State and Federal agencies participating in the NEPA process.

As a reminder, the Sub-recipient must obtain prior approval from the State, before implementing changes to the approved project Scope of Work (SOW). Per the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments:

- (1) For Construction projects, the grantee must "obtain prior written approval for any budget revision which result in a need for additional funds" (44 CFR 13(c));
- (2) A change in the Scope of Work must be approved by FEMA in advance regardless of the budget implications; and
- (3) The Sub-recipient must notify the State as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower cost or earlier completion. Any extensions of the period of performance must be submitted to FEMA sixty (60) days prior to the project expiration date.

The Sub-recipient assures that it will comply with the following statutes and regulations to the extent applicable:

- (1) 53 Federal Register 8034
- (2) Federal Acquisition Regulations 31.2
- (3) Section 1352, Title 31, US Code
- (4) Chapter 473, Florida Statutes
- (5) Chapter 215, Florida Statutes
- (6) Section 768.28, Florida Statutes
- (7) Chapter 119, Florida Statutes
- (8) Section 216.181(6), Florida Statutes
- (9) Cash Management Improvement Act of 1990
- (10) American with Disabilities Act
- (11) Section 112.061, Florida Statutes
- (12) Immigration and Nationality Act
- (13) Section 286.011, Florida Statutes

- (14) 2 CFR, Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- (15) Uniform Relocation Assistance and Real Property Acquisitions Act of 1970
- (16) Title I of the Omnibus Crime Control and Safe Streets Act of 1968
- (17) Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act
- (18) Omnibus Crime Control and Safe Streets Act of 1968, as amended
- (19) Victims of Crime Act (as appropriate)
- (20) Section 504 of the Rehabilitation Act of 1973, as amended
- (21) Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990)
- (22) Department of Justice regulations on disability discrimination, 28 CFR, Part 35 and Part 39
- (23) 42 U.S.C. 5154a

## Attachment C

### Statement of Assurances

To the extent the following provisions apply to this Agreement, the Sub-recipient certifies that:

- (a) It possesses legal authority to enter into this Agreement and to carry out the proposed program;
- (b) Its governing body has duly adopted or passed as an official act of resolution, motion or similar action authorizing the execution of the hazard mitigation agreement with the Division of Emergency Management (DEM), including all understandings and assurances contained in it, and directing and authorizing the Sub-recipient's chief administrative officer or designee to act in connection with the application and to provide such additional information as may be required;
- (c) No member of or delegate to the Congress of the United States, and no Resident Commissioner, shall receive any share or part of this Agreement or any benefit. No member, officer, or employee of the Sub-recipient or its designees or agents, no member of the governing body of the locality in which this program is situated, and no other public official of the locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year after, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds, for work to be performed in connection with the program assisted under this Agreement. The Sub-recipient shall incorporate, in all contracts or subcontracts a provision prohibiting any interest pursuant to the purpose stated above;
- (d) All Sub-recipient contracts for which the State Legislature is in any part a funding source, shall contain language to provide for termination with reasonable costs to be paid by the Sub-recipient for eligible contract work completed prior to the date the notice of suspension of funding was received by the Sub-recipient. Any cost incurred after a notice of suspension or termination is received by the Sub-recipient may not be funded with funds provided under this Agreement unless previously approved in writing by the Division. All Sub-recipient contracts shall contain provisions for termination for cause or convenience and shall provide for the method of payment in such event;
- (e) It will comply with:
  - (1) Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. 327 et seq., requiring that mechanics and laborers (including watchmen and guards) employed on federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty hours in a work week; and
  - (2) Federal Fair Labor Standards Act, 29 U.S.C. Section 201 et seq., requiring that covered employees be paid at least minimum prescribed wage, and also that they be paid one and one-half times their basic wage rates for all hours worked in excess of the prescribed work-week.
- (f) It will comply with
  - (1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), and the regulations issued pursuant thereto, which provides that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Sub-recipient received Federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Sub-recipient, this assurance shall obligate the Sub-recipient, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is

used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits;

- (2) Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age or with respect to otherwise qualified handicapped individuals as provided in Section 504 of the Rehabilitation Act of 1973;
  - (3) Executive Order 11246, as amended by Executive Orders 11375 and 12086, and the regulations issued pursuant thereto, which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally assisted construction contracts; affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff/termination, rates of pay or other forms of compensation; and election for training and apprenticeship;
- (g) It will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties pursuant to Section 112.313 and Section 112.3135, Florida Statutes;
- (h) It will comply with the Anti-Kickback Act of 1986, 41 U.S.C. Section 51 which outlaws and prescribes penalties for "kickbacks" of wages in federally financed or assisted construction activities;
- (i) It will comply with the provisions of 18 U.S.C. 594, 598, 600-605 (further known as the Hatch Act) which limits the political activities of employees;
- (j) It will comply with the flood insurance purchase and other requirements of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 4002-4107, including requirements regarding the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance;

For sites located within Special Flood Hazard Areas (SFHA), the Sub-recipient must include a FEMA Model Acknowledgement of Conditions of Mitigation of Property in a Special Flood Hazard Area with FEMA Grant Funds executed by the title holder with the closeout request verifying that certain SFHA requirements were satisfied on each of the properties. The Model Acknowledgement can be found at [www.fema.gov/governmental/grant/sfha\\_conditions.shtml](http://www.fema.gov/governmental/grant/sfha_conditions.shtml)

- (k) It will require every building or facility (other than a privately owned residential structure) designed, constructed, or altered with funds provided under this Agreement to comply with the "Uniform Federal Accessibility Standards," (AS) which is Appendix A to 41 CFR Section 101-19.6 for general type buildings and Appendix A to 24 CFR, Part 40 for residential structures. The Sub-recipient will be responsible for conducting inspections to ensure compliance with these specifications by the contractor;
- (l) It will, in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (U.S.C. 470), Executive Order 11593, 24 CFR, Part 800, and the Preservation of Archaeological and Historical Data Act of 1966 (16 U.S.C. 469a-1, et seq.) by:
- (1) Consulting with the State Historic Preservation Office to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR, Section 800.8) by the proposed activity; and



- (2) Complying with all requirements established by the State to avoid or mitigate adverse effects upon such properties.
- (3) Abiding by the terms and conditions of the "Programmatic Agreement Among the Federal Emergency Management Agency, the Florida State Historic Preservation Office, the Florida Division of Emergency Management and the Advisory Council on Historic Preservation, (PA)" which addresses roles and responsibilities of Federal and State entities in implementing Section 106 of the National Historic Preservation Act (NHPA), 16 U.S.C. 470(f), and implementing regulations in 36 CFR, Part 800.
- (4) When any of the Sub-recipient's projects funded under this Agreement may affect a historic property, as defined in 36 CFR, Part 800 (2)(e), the Federal Emergency Management Agency (FEMA) may require the Sub-recipient to review the eligible scope of work in consultation with the State Historic Preservation Office (SHPO) and suggest methods of repair or construction that will conform with the recommended approaches set out in the Secretary of Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings 1992 (Standards), the Secretary of the Interior's Guidelines for Archeological Documentation (Guidelines) (48 Federal Register 44734-37), or any other applicable Secretary of Interior standards. If FEMA determines that the eligible scope of work will not conform with the Standards, the Sub-recipient agrees to participate in consultations to develop, and after execution by all parties, to abide by, a written agreement that establishes mitigation and recondition measures, including but not limited to, impacts to archeological sites, and the salvage, storage, and reuse of any significant architectural features that may otherwise be demolished.
- (5) The Sub-recipient agrees to notify FEMA and the Division if any project funded under this Agreement will involve ground disturbing activities, including, but not limited to: subsurface disturbance; removal of trees; excavation of footings and foundations, and installation of utilities (such as water, sewer, storm drains, electrical, gas, leach lines and septic tanks) except where these activities are restricted solely to areas previously disturbed by the installation, replacement or maintenance of such utilities. FEMA will request the SHPO's opinion on the potential that archeological properties may be present and be affected by such activities. The SHPO will advise the Sub-recipient on any feasible steps to be accomplished to avoid any National Register eligible archeological property or will make recommendations for the development of a treatment plan for the recovery or archeological data from the property.

If the Sub-recipient is unable to avoid the archeological property, develop, in consultation with SHPO, a treatment plan consistent with the Guidelines and take into account the Advisory Council on Historic Preservation (Council) publication "Treatment of Archeological Properties". The Sub-recipient shall forward information regarding the treatment plan to FEMA, the SHPO and the Council for review. If the SHPO and the Council do not object within fifteen (15) calendar days of receipt of the treatment plan, FEMA may direct the Sub-recipient to implement the treatment plan. If either the Council or the SHPO object, Sub-recipient shall not proceed with the project until the objection is resolved.

- (6) The Sub-recipient shall notify the Division and FEMA as soon as practicable: (a) of any changes in the approved scope of work for a National Register eligible or listed property; (b) of all changes to a project that may result in a supplemental DSR or modify a HMGP project for a National Register eligible or listed property; (c) if it appears that a project funded under this Agreement will affect a previously unidentified property that may be eligible for inclusion in the National Register or affect a known historic property in an unanticipated manner. The Sub-recipient acknowledges that FEMA may require the Sub-recipient to stop construction in the vicinity of the discovery of a previously unidentified property that may be eligible for inclusion in the National Register or upon learning that construction may affect a known historic property in an unanticipated manner. The Sub-recipient further acknowledges that FEMA may require the Sub-recipient to take all

reasonable measures to avoid or minimize harm to such property until FEMA concludes consultation with the SHPO. The Sub-recipient also acknowledges that FEMA will require, and the Sub-recipient shall comply with, modifications to the project scope of work necessary to implement recommendations to address the project and the property.

- (7) The Sub-recipient acknowledges that, unless FEMA specifically stipulates otherwise, it shall not receive funding for projects when, with intent to avoid the requirements of the PA or the NHPA, the Sub-recipient intentionally and significantly adversely affects a historic property, or having the legal power to prevent it, allowed such significant adverse effect to occur.
- (m) It will comply with Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;
- (n) It will comply with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, (42 U.S.C. 4521-45-94) relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
- (o) It will comply with 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
- (p) It will comply with Lead-Based Paint Poison Prevention Act (42 U.S.C. 4821 et seq.) which prohibits the use of lead based paint in construction of rehabilitation or residential structures;
- (q) It will comply with the Energy Policy and Conservation Act (P.L. 94-163; 42 U.S.C. 6201-6422), and the provisions of the State Energy Conservation Plan adopted pursuant thereto;
- (r) It will comply with the Laboratory Animal Welfare Act of 1966, (7 U.S.C. 2131-2159), pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by an award of assistance under this Agreement;
- (s) It will comply with Title VIII of the Civil Rights Act of 1968, (42 U.S.C 2000c and 42 U.S.C. 3601-3619), as amended, relating to non-discrimination in the sale, rental, or financing of housing, and Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color or national origin;
- (t) It will comply with the Clean Air Act of 1956, as amended, 42 U.S.C. 7401-7642;
- (u) It will comply with the Clean Water Act of 1977, as amended, 42 U.S.C. 7419-7626
- (v) It will comply with the endangered Species Act of 1973, 16 U.S.C. 1531-1544;
- (w) It will comply with the Intergovernmental Personnel Act of 1970, 42 U.S.C. 4728-4763;
- (x) It will assist the awarding agency in assuring compliance with the National Historic Preservation Act of 1966, as amended, 16 U.S.C. 270;
- (y) It will comply with environmental standards which may be prescribed pursuant to the National Environmental Policy Act of 1969, 42 U.S.C. 4321-4347;
- (z) It will assist the awarding agency in assuring compliance with the Preservation of Archeological and Historical Preservation Act of 1966, 16 U.S.C. 469a, et seq.;
- (aa) It will comply with the Rehabilitation Act of 1973, Section 504, 29 U.S.C. 794, regarding non-discrimination;

- (bb) It will comply with the environmental standards which may be prescribed pursuant to the Safe Drinking Water Act of 1974, 42 U.S.C. 300f-300j, regarding the protection of underground water sources;
- (cc) It will comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Property Acquisition Policies Act of 1970, 42 U.S.C. 4621-4638, which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs;
- (dd) It will comply with the Wild and Scenic Rivers Act of 1968, 16 U.S.C. 1271-1287, related to protecting components or potential components of the national wild and scenic rivers system;
- (ee) It will comply with the following Executive Orders: EO 11514 (NEPA); EO 11738 (violating facilities); EO 11988 (Floodplain Management); EO 11990 (Wetlands); and EO 12898 (Environmental Justice);
- (ff) It will comply with the Coastal Barrier Resources Act of 1977, 16 U.S.C. 3510;
- (gg) It will assure project consistency with the approved State program developed under the Coastal Zone Management Act of 1972, 16 U.S.C. 1451-1464; and
- (hh) It will comply with the Fish and Wildlife Coordination Act of 1958, 16 U.S.C. 661-666.
- (ii) With respect to demolition activities, it will:
  - (1) Create and make available documentation sufficient to demonstrate that the Sub-recipient and its demolition contractor have sufficient manpower and equipment to comply with the obligations as outlined in this Agreement.
  - (2) Return the property to its natural state as though no improvements had ever been contained thereon.
  - (3) Furnish documentation of all qualified personnel, licenses and all equipment necessary to inspect buildings located in the Sub-recipient's jurisdiction to detect the presence of asbestos and lead in accordance with requirements of the U.S. Environmental Protection Agency, the Florida Department of Environmental Protection and the County Health Department.
  - (4) Provide documentation of the inspection results for each structure to indicate:
    - a. Safety Hazard Present
    - b. Health Hazards Present
    - c. Hazardous Materials Present
  - (5) Provide supervision over contractors or employees employed by the Sub-recipient to remove asbestos and lead from demolished or otherwise applicable structures.
  - (6) Leave the demolished site clean, level and free of debris.
  - (7) Notify the Division promptly of any unusual existing condition which hampers the contractor's work.
  - (8) Obtain all required permits.
  - (9) Provide addresses and marked maps for each site where water wells and septic tanks are to be closed along with the number of wells and septic tanks located on each site. Provide documentation of closures.
  - (10) Comply with mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

- (11) Comply with all applicable standards, orders, or requirements issued under Section 112 and 306 of the Clean Air Act (42 U.S.C. 1857h), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the U.S. Environmental Protection Agency regulations (40 CFR, Part 15 and 61). This clause shall be added to any subcontracts.
- (12) Provide documentation of public notices for demolition activities.

**Attachment D**

**DIVISION OF EMERGENCY MANAGEMENT**

**REQUEST FOR ADVANCE OR REIMBURSEMENT OF  
HAZARD MITIGATION ASSISTANCE PROGRAM FUNDS**

SUB-RECIPIENT: Town of Windermere

REMIT ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

PROJECT TYPE: Drainage Project – Phase I PROJECT #: 4337-443-R

PROGRAM: Hazard Mitigation Grant Program CONTRACT #: H0511

APPROVED BUDGET: \_\_\_\_\_ FEDERAL SHARE: \_\_\_\_\_ MATCH: \_\_\_\_\_

ADVANCED RECEIVED:    N/A    AMOUNT: \_\_\_\_\_ SETTLED? \_\_\_\_\_

Invoice Period: \_\_\_\_\_ To \_\_\_\_\_ Payment #: \_\_\_\_\_

Eligible Amount 100% (Current Request)	Obligated Federal Amount %	Obligated Non- Federal %	Division Use Only	
			Approved	Comments

TOTAL CURRENT REQUEST: \$ \_\_\_\_\_

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812.

SUB-RECIPIENT SIGNATURE: \_\_\_\_\_

NAME / TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_

TO BE COMPLETED BY THE DIVISION	
APPROVED PROJECT TOTAL	\$ _____
ADMINISTRATIVE COST	\$ _____
APPROVED FOR PAYMENT	\$ _____
	GOVERNOR'S AUTHORIZED REPRESENTATIVE _____
	DATE _____

**SUMMARY OF DOCUMENTATION IN SUPPORT OF AMOUNT  
CLAIMED FOR ELIGIBLE DISASTER WORK UNDER THE  
HAZARD MITIGATION ASSISTANCE PROGRAM**

SUB-RECIPIENT: Town of Windermere PAYMENT #: \_\_\_\_\_  
 PROJECT TYPE: Drainage Project – Phase I PROJECT #: 4337-443-R  
 PROGRAM: Hazard Mitigation Grant Program CONTRACT #: H0511

	REF NO <sup>2</sup>	DATE <sup>3</sup>	DOCUMENTATION <sup>4</sup>	(Check) AMOUNT	ELIGIBLE COSTS (100%)
1					
2					
3					
4					
5					
6					
7					
8					
9					
<b>This payment represents</b> <u>    </u> % <b>completion of the project.</b>				<b>TOTAL</b>	

<sup>2</sup> Recipient's internal reference number (e.g., Invoice, Receipt, Warrant, Voucher, Claim Check, or Schedule #)

<sup>3</sup> Date of delivery of articles, completion of work or performance services. (per document)

<sup>4</sup> List Documentation (Recipient's payroll, material out of recipient's stock, recipient owned equipment and name of vendor or contractor) by category (Materials, Labor, Fees) and line item in the approved project line item budget. Provide a brief description of the articles or services. List service dates per each invoice.



**Attachment E  
JUSTIFICATION OF ADVANCE PAYMENT**

**SUB-RECIPIENT: Town of Windermere**

**If you are requesting an advance, indicate same by checking the box below.**

<p><input type="checkbox"/> <b>ADVANCE REQUESTED</b></p> <p>Advance payment of \$ _____ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay staff, award benefits to clients, duplicate forms and purchase start-up supplies and equipment. We would not be able to operate the program without this advance.</p>
--

**If you are requesting an advance, complete the following chart and line item justification below.**

**PLEASE NOTE: Calculate your estimated expenses at 100% of your expected needs for ninety (90) days. Submit Attachment D with the cost share breakdown along with Attachment E and all supporting documentation.**

**ESTIMATED EXPENSES**

<b>BUDGET CATEGORY/LINE ITEMS (list applicable line items)</b>	<b>20__-20__ Anticipated Expenditures for First Three Months of Contract</b>
<b><u>For example</u> ADMINISTRATIVE COSTS (Include Secondary Administration.)</b>	
<b><u>For example</u> PROGRAM EXPENSES</b>	
<b>TOTAL EXPENSES</b>	

**LINE ITEM JUSTIFICATION** (For each line item, provide a detailed justification explaining the need for the cash advance. The justification must include supporting documentation that clearly shows the advance will be expended within the first ninety (90) days of the contract term. Support documentation should include quotes for purchases, delivery timelines, salary and expense projections, etc. to provide the Division reasonable and necessary support that the advance will be expended within the first ninety (90) days of the contract term. Any advance funds not expended within the first ninety (90) days of the contract term as evidenced by copies of invoices and cancelled checks as required by the Budget and Scope of work showing 100% of expenditures for the 90 day period shall be returned to the Division Cashier, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399, within thirty (30) days of receipt, along with any interest earned on the advance.

Attachment F

DIVISION OF EMERGENCY MANAGEMENT  
HAZARD MITIGATION GRANT PROGRAM  
QUARTERLY REPORT FORM

**Instructions:** Complete and submit this form to the appropriate Project Manager within fifteen (15) days of each quarter's end date.

SUB-RECIPIENT: Town of Windermere PROJECT #: 4337-443-R  
PROJECT TYPE: Drainage Project – Phase I CONTRACT #: H0511  
PROGRAM: Hazard Mitigation Grant Program QUARTER ENDING: \_\_\_\_\_

**Advance Payment Information:**

Advance Received  N/A  Amount: \$ \_\_\_\_\_ Advance Settled? Yes  No

Provide reimbursement Projections for this project (projections may change):

Jul-Sep 20\_\_ \$ \_\_\_\_\_ Oct-Dec 20\_\_ \$ \_\_\_\_\_ Jan-Mar 20\_\_ \$ \_\_\_\_\_ Apr-Jun 20\_\_ \$ \_\_\_\_\_

**Target Dates:**

Contract Initiation Date: \_\_\_\_\_ Contract Expiration Date: \_\_\_\_\_  
Estimated Project Completion Date: \_\_\_\_\_

Project Proceeding on Schedule?  Yes  No (If No, please describe under Issues below)

Percentage of Work Completed (may be confirmed by state inspectors): \_\_\_\_\_%

Describe Milestones achieved during this quarter:

Provide a Schedule for the remainder of work to project completion: (Milestones from Contract with estimated dates)

<u>Milestone</u>	<u>Date</u>

Describe Issues or circumstances affecting completion date, milestones, scope of work, and/or cost:

Cost Status:  Cost Unchanged  Under Budget  Over Budget

Additional Comments/Elaboration:

**NOTE:** Division of Emergency Management (DEM) staff may perform interim inspections and/or audits at any time. Events may occur between quarterly reports, which have significant impact upon your project(s), such as anticipated overruns, changes in scope of work, etc. Please contact the Division as soon as these conditions become known, otherwise you may be found non-compliant with your sub grant award.

Person Completing Form:

Phone:

**~ To be completed by Division staff ~**

Date Reviewed: \_\_\_\_\_ Reviewer: \_\_\_\_\_  
Actions: \_\_\_\_\_

**Attachment G**  
**Warranties and Representations**

**Financial Management**

The Sub-Recipient's financial management system must comply with 2 C.F.R. §200.302.

**Procurements**

Any procurement undertaken with funds authorized by this Agreement must comply with the requirements of 2 C.F.R. §200, Part D—Post Federal Award Requirements—Procurement Standards (2 C.F.R. §§200.317 through 200.326).

**Business Hours**

The Sub-Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from: **8:00 AM - 5:00 PM, Monday Thru Friday, as applicable.**

**Licensing and Permitting**

All subcontractors or employees hired by the Sub-Recipient shall have all current licenses and permits required for all of the particular work for which they are hired by the Sub-Recipient.

Attachment H

**Certification Regarding  
Debarment, Suspension, Ineligibility  
And Voluntary Exclusion**

**Subcontractor Covered Transactions**

- (1) The prospective subcontractor, \_\_\_\_\_ of the Sub-Recipient certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the Sub-Recipient's subcontractor is unable to certify to the above statement, the prospective subcontractor shall attach an explanation to this form.

**SUBCONTRACTOR**

\_\_\_\_\_  
By: \_\_\_\_\_  
Signature  
\_\_\_\_\_  
Name and Title  
\_\_\_\_\_  
Street Address  
\_\_\_\_\_  
City, State, Zip  
\_\_\_\_\_  
Date

**Town of Windermere**  
Sub-Recipient's Name  
**H0511**  
DEM Contract Number  
**4337-443-R**  
FEMA Project Number

**Attachment I**  
**Federal Funding Accountability and Transparency Act**  
**Instructions and Worksheet**

**PURPOSE:** The Federal Funding Accountability and Transparency Act (FFATA) was signed on September 26, 2008. The intent of this legislation is to empower every American with the ability to hold the government accountable for each spending decision. The FFATA legislation requires information on federal awards (federal assistance and expenditures) be made available to the public via a single, searchable website, which is <http://www.usaspending.gov/>.

The FFATA Sub-award Reporting System (FSRS) is the reporting tool the Florida Division of Emergency Management ("FDEM" or "Division") must use to capture and report sub-award and executive compensation data regarding first-tier sub-awards that obligate \$25,000 or more in Federal funds (excluding Recovery funds as defined in section 1512(a) (2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5).

Note: This "Instructions and Worksheet" is meant to explain the requirements of the FFATA and give clarity to the FFATA Form distributed to sub-awardees for completion. All pertinent information below should be filled out, signed, and returned to the project manager.

**ORGANIZATION AND PROJECT INFORMATION**

The following information must be provided to the FDEM prior to the FDEM's issuance of a sub-award (Agreement) that obligates \$25,000 or more in federal funds as described above. Please provide the following information and return the signed form to the Division as requested.

PROJECT #: 4337-443-R  
FUNDING AGENCY: Federal Emergency Management Agency  
AWARD AMOUNT: \$ 54,375.00  
OBLIGATION/ACTION DATE: April 27, 2020  
SUBAWARD DATE (if applicable): \_\_\_\_\_  
DUNS#: 025085630  
DUNS# +4: \_\_\_\_\_

\*If your company or organization does not have a DUNS number, you will need to obtain one from Dun & Bradstreet at 866-705-5711 or use the web form (<http://fedgov.dnb.com/webform>). The process to request a DUNS number takes about ten minutes and is free of charge.

BUSINESS NAME: \_\_\_\_\_  
DBA NAME (IF APPLICABLE): \_\_\_\_\_  
PRINCIPAL PLACE OF BUSINESS ADDRESS: \_\_\_\_\_  
ADDRESS LINE 1: \_\_\_\_\_  
ADDRESS LINE 2: \_\_\_\_\_  
ADDRESS LINE 3: \_\_\_\_\_  
CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP CODE+4\*\* \_\_\_\_\_

PARENT COMPANY DUNS# (if applicable): \_\_\_\_\_  
CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA#): \_\_\_\_\_

DESCRIPTION OF PROJECT (Up to 4000 Characters)

As a Hazard Mitigation Grant Program project, the Sub-Recipient proposes to improve the drainage of 3<sup>rd</sup> Avenue and Magnolia Street, located in Windermere, Orange County, Florida 34786. Coordinates (28.489048, -81.533611).

The scope is for Phase I only, which includes but is not limited to surveying, engineering, design, plans preparation, permitting and bidding for the proposed project, for Phase II approval. No construction activities for this project have been approved.

When completed, the Sub-Recipient shall provide deliverables for Phase II review of the following proposed activities.

The Phase II proposed scope of work shall include drainage improvements to the area, which currently has undersized drainage infrastructure. The improvements shall be constructed within the Town's right-of-way. Vegetated swales also shall be constructed to provide a measure of water quality treatment prior to entering the proposed drainage system. Other improvements include using the existing Town right-of-way to construct a stormwater pond and to plant native aquatic plants to slow down the flows, allow sediment to settle out, and provide nutrient uptake.

The project shall mitigate the flooding that currently persists during heavy and/or sustained rainfall events, protecting those residences that have experienced structural flooding.

The project shall be designed to provide protection against a 100-year storm event. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

PRINCIPAL PLACE OF PROJECT PERFORMANCE (IF DIFFERENT THAN PRINCIPAL PLACE OF BUSINESS):

ADDRESS LINE 1: \_\_\_\_\_  
ADDRESS LINE 2: \_\_\_\_\_  
ADDRESS LINE 3: \_\_\_\_\_  
CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP CODE+4\*\* \_\_\_\_\_



**CONGRESSIONAL DISTRICT FOR PRINCIPAL PLACE OF PROJECT PERFORMANCE:**

**\*\*Providing the Zip+4 ensures that the correct Congressional District is reported.**

**EXECUTIVE COMPENSATION INFORMATION:**

1. In your business or organization's previous fiscal year, did your business or organization (including parent organization, all branches, and all affiliates worldwide) receive (a) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act, as defined at 2 CFR 170.320; , (b) \$25,000,000 or more in annual gross revenues from U.S. Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act?

Yes  No

***If the answer to Question 1 is "Yes," continue to Question 2. If the answer to Question 1 is "No", move to the signature block below to complete the certification and submittal process.***

2. Does the public have access to information about the compensation of the executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) Section 6104 of the Internal Revenue Code of 1986?

Yes  No

***If the answer to Question 2 is "Yes," move to the signature block below to complete the certification and submittal process. [Note: Securities Exchange Commission Information should be accessible at <http://www.sec.gov/answers/execomp.htm>. Requests for Internal Revenue Service (IRS) information should be directed to the local IRS for further assistance.]***

***If the answer to Question 2 is "No" FFATA reporting is required. Provide the information required in the "TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR" appearing below to report the "Total Compensation" for the five (5) most highly compensated "Executives", in rank order, in your organization. For purposes of this request, the following terms apply as defined in 2 CFR Ch. 1 Part 170 Appendix A:***

***"Executive" is defined as "officers, managing partners, or other employees in management positions".***

***"Total Compensation" is defined as the cash and noncash dollar value earned by the executive during the most recently completed fiscal year and includes the following:***

- i. Salary and bonus.
- ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
- iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
- v. Above-market earnings on deferred compensation which is not tax-qualified.

vi. Other compensation, if the aggregate value of all such other compensation (e.g., severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

**TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR**

(Date of Fiscal Year Completion) \_\_\_\_\_

Rank (Highest to Lowest)	Name (Last, First, MI)	Title	Total Compensation for Most Recently Completed Fiscal Year
1			
2			
3			
4			
5			

THE UNDERSIGNED CERTIFIES THAT ON THE DATE WRITTEN BELOW, THE INFORMATION PROVIDED HEREIN IS ACCURATE.

SIGNATURE: \_\_\_\_\_

NAME AND TITLE: Robert Smith - Town Manager

DATE: 1/7/17/20

**Attachment J**  
**Mandatory Contract Provisions**

**Provisions:**

Any contract or subcontract funded by this Agreement must contain the applicable provisions outlined in Appendix II to 2 C.F.R. Part 200. It is the responsibility of the sub-recipient to include the required provisions. The Division provides the following list of sample provisions that may be required:

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 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 subcontractor 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.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 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.

(F) 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.

(G) Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1397), 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. 1251-1397). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) 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).

(I) 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 governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 190 that implement Executive Orders 12549 (3 CFR Part 1985 Comp., p. 189) and 12689 (3 CFR Part 1099 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(J) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any



other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(K) See §200.322 Procurement of recovered materials.

**APPENDIX III TO PART 200—INDIRECT (F&A) COSTS IDENTIFICATION AND ASSIGNMENT, AND RATE DETERMINATION FOR INSTITUTIONS OF HIGHER EDUCATION (IHEs)**

**A. GENERAL.**

This appendix provides criteria for identifying and computing indirect (or indirect (F&A) rates at IHEs (institutions). Indirect (F&A) costs are those that are incurred for common or joint objectives and therefore cannot be identified readily and specifically with a particular sponsored project, an instructional activity, or any other institutional activity. See subsection B.1, Definition of Facilities and Administration, for a discussion of the components of indirect (F&A) costs.

**1. Major Functions of an Institution**

Refers to instruction, organized research, other sponsored activities and other institutional activities as defined in this section:

a. *Instruction* means the teaching and training activities of an institution. Except for research training as provided in subsection b, this term includes all teaching and training activities, whether they are offered for credits toward a degree or certificate or on a non-credit basis, and whether they are offered through regular academic departments or separate divisions, such as a summer school division or an extension division. Also considered part of this major function are departmental research, and, where agreed to, university research.

(1) *Sponsored instruction and training* means specific instructional or training activity established by grant, contract, or cooperative agreement. For purposes of the cost principles, this activity may be considered a major function even though an institution's accounting treatment may include it in the instruction function.

(2) *Departmental research* means research, development and scholarly activities that are not organized research and, consequently, are not separately budgeted and accounted for. Departmental research, for purposes of this document, is not considered as a major function, but as a part of the instruction function of the institution.

b. *Organized research* means all research and development activities of an institution that are separately budgeted and accounted for. It includes:

(1) *Sponsored research* means all research and development activities that are sponsored by Federal and non-Federal agencies and organizations. This term includes activities involving the training of individuals in research techniques (commonly called research training) where such activities utilize the same facilities as other research and development activities and where such activities are not included in the instruction function.

(2) *University research* means all research and development activities that are separately budgeted and accounted for by the institution under an internal application of institutional funds. University research, for purposes of this document, must be combined with sponsored research under the function of organized research.

c. *Other sponsored activities* means programs and projects financed by Federal and non-Federal agencies and organizations which involve the performance of work other than instruction and organized research. Examples of such programs and projects are health service projects and community service programs. However, when any of these activities are undertaken by the institution without outside support, they may be classified as other institutional activities.

d. *Other institutional activities* means all activities of an institution except for instruction, departmental research, organized research, and other sponsored activities, as defined in this section: indirect (F&A) cost activities identified in this Appendix paragraph B, Identification and assignment of indirect (F&A) costs; and specialized services facilities described in §200.469 Specialized services facilities of this Part.

Examples of other institutional activities include operation of residence halls, dining halls, hospitals and clinics, student unions, intercollegiate athletics, bookstores, faculty housing, student apartments, guest houses, chapels, theaters, public museums, and other similar auxiliary enterprises. This definition also includes any other categories of activities, costs of which are "unallowable" to Federal awards, unless otherwise indicated in an award.

**2. Criteria for Distribution**

a. *Base period.* A base period for distribution of indirect (F&A) costs is the period during which the costs are incurred. The base period normally should coincide with the fiscal year established by the institution, but in any event the base period should be selected as to avoid inequities in the distribution of costs.

b. *Need for cost groupings.* The overall objective of the indirect (F&A) cost allocation process is to distribute the indirect (F&A) costs described in Section B, Identification and assignment of indirect (F&A) costs, to



## EXECUTIVE SUMMARY

**SUBJECT:** Town of Windermere Pedestrian Bridge Concept Design Approval

**REQUESTED ACTION:** Board Option

Work Session (Report Only)

Regular Meeting

**DATE OF MEETING:** 2/9/21

Special Meeting

**CONTRACT:**  N/A

Effective Date: \_\_\_\_\_

Managing Division / Dept: \_\_\_\_\_

Vendor/Entity: \_\_\_\_\_

Termination Date: \_\_\_\_\_

**BUDGET IMPACT:** TBD

Annual

Capital

N/A

**FUNDING SOURCE:** \_\_\_\_\_

**EXPENDITURE ACCOUNT:** \_\_\_\_\_

---

### HISTORY/FACTS/ISSUES:

Mayor & Council,

As discussed at the January 26<sup>th</sup> Workshop, Town Council considered various pedestrian bridge options including concept and color. Town Council consented to the Bridge Brothers Bowstring style as well as painting the bridge black which is consistent to the current color pallet for signage around Town. However, additional questions arose as to height, additional color options, etc.. which are either attached or will be presented tonight.

- Bowstring height: 6'
  - Color Scheme: Options attached but Black establishes consistency to our current color pallet
  - Vertical Pickets: There is an additional \$6k for thicker pickets that are less likely to bend after being hit by something. The rub rails will protect the pickets but will make the bridge stronger
-



**Date:** February 1, 2021

**Project:** Windermere Bridge Project

**Scope:** Design/Engineering, Manufacturing, & Bridge Supply

**Company:** Bridge Brothers Inc

**Contact:** Aaron Gentilucci

Our estimate below defines our scope of work for the pedestrian bridges on your project. Bridge Brothers scope will include all structural engineering associated with the bridges and issue our state stamped PE design package. The bridge structures and all associated designs will be in adherence to AASHTO design guide for bridge structures. See below for further breakdown of our scope of work:

**Structural & Civil Engineering:**

- FL PE Stamped Design & Calculation Package for the Bridges

**Bridge 1 Manufacturing:** **\$208,900**

- Qty (1) 15' x 100' Pedestrian Bridge
- Weathering Steel Bridge
- Painted bridge Add \$24,000
  - Anti-Graffiti Add \$18,000 More
- Bowstring Configuration
  - With 6' top chord Add \$11,000
- 90 PSF Live Load
- 10,000# cart loading
- Horizontal rope lighting Add \$15,000 (no-photometrics provided)
- Prepped for concrete to be poured by others
- Vertical picket with grabrail
  - Increase railing to 1" pickets Add \$6,100
- Bearing Pads Included
- Freight to project site (4 pcs)

**-Bridge Erection Proposal upon request**

**Estimated Project Schedule**

- |                                  |          |
|----------------------------------|----------|
| ● Structural Designs             | 4 Weeks  |
| ● Bridge Manufacturing & Freight | 12 Weeks |

If you have any questions or require additional information, please call. Pricing is valid for 30 days from date on proposal unless otherwise noted.

\* All prices shown are valid for thirty (30) days only unless otherwise stated above. Unless otherwise agreed in writing, the information herein is a proposal only and should not be construed as a promise to perform absent the separate written consent of Bridge Brothers, Inc.

Regards,

Aaron Gentilucci / Sales Manager / 540.266.8473 / [agentilucci@bridgebrothers.com](mailto:agentilucci@bridgebrothers.com)

### Bowstring





Protective & Marine Coatings  
**COLOR** System  
THE 4000 SERIES



we put  
color  
to work

Products available using Maxitoners colorants:

- Acrolon™ 218 HS Polyurethane
- Acrolon™ Ultra
- ArmorSeal® 1000HS
- ArmorSeal® HS Floor Enamel
- ArmorSeal® 650 SL
- ArmorSeal® Rexthane I
- Corothane® I MCU
- Epolon™ II Multi-Mil
- Fast Clad® DTM Mastic
- Fast Clad® DTM Urethane
- Fast Clad® Urethane
- Hi-Solids Polyurethane
- Pro Industrial™ Enamel
- Pro Industrial™ Enamel HS
- Pro Industrial™ Enamel VOC
- Pro Industrial™ Urethane Alkyd
- Kem® 4000
- Macropoxy® 646
- Macropoxy® High Solids
- Metalastic® DTM Enamel
- Polyton HP
- Polysiloxane XLE-80
- SherThane® 2K Urethane
- SteelMaster™ 9500
- Tile-Clad® High Solids

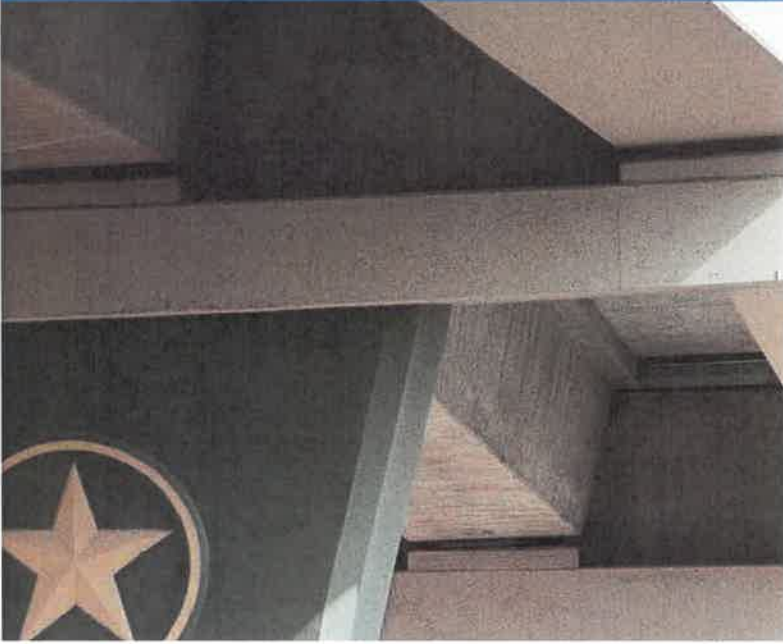
Safety Colors are available in the following:

- Acrolon™ 218 HS
- Acrolon™ Ultra
- Corothane® I MCU
- DTM Acrylic Coating
- FluoroKem
- Hi-Solids Polyurethane
- Pro Industrial™ Enamel
- Pro Industrial™ Enamel HS
- Pro Industrial™ Enamel VOC
- Pro Industrial™ Urethane Alkyd
- Kem® 4000
- Macropoxy® 646
- Metalatex® Semi-Gloss Acrylic
- Polyton HP
- Sher-Cryl HPA Acrylic
- Steel Master™ 9500
- Tile-Clad® HS Epoxy
- Waterbased Acrolon 100
- Waterbased Industrial Enamel

Products available using EnviroToner colorants:

- ArmorSeal® 1K
- Bond-Plex WB Acrylic
- DTM Acrylic Coating
- Fast Clad® HB Acrylic
- ArmorSeal® Floor-Plex 7100
- HydroGloss WB Urethane
- Metalatex® S/G
- Sher-Cryl™ HPA Acrylic
- SprayLastic® Exterior WB Dryfall
- ArmorSeal® Tread-Plex™
- Waterbased Acrolon 100
- Waterbased Catalyzed Epoxy
- Waterbased Industrial Enamel
- Waterbased Tile Clad Epoxy
- Waterborne Acrylic Dryfall

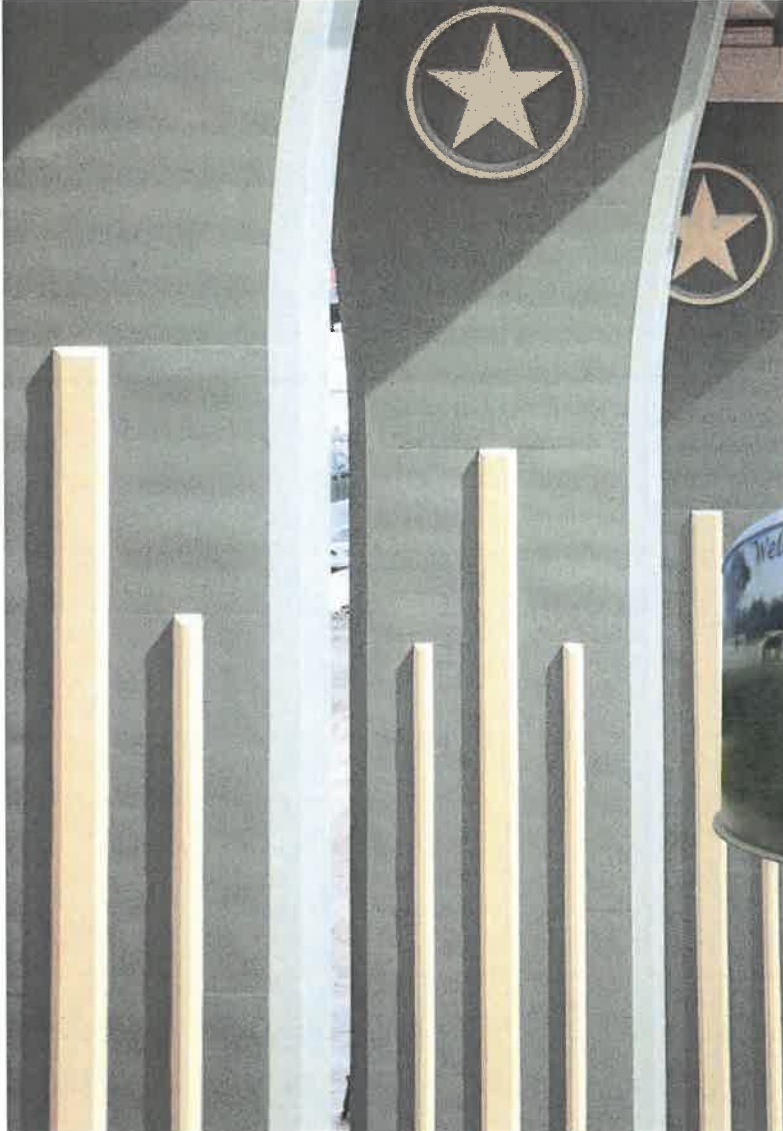




With almost 150 years of experience, Sherwin-Williams is the leader in Protective and Marine coatings. Our ongoing commitment to research and development, coupled with our highly trained business development managers and renowned technical support, ensure you always receive the products, services and answers you need when you need them. And, with scores of locations throughout the world, we'll fulfill your needs quickly, efficiently and correctly.

But it doesn't stop there. As an innovation leader, Sherwin-Williams takes great pride in introducing new technologies. As the industry leader, our waterborne coatings offer superior performance characteristics for virtually any Protective and Marine application.

"With almost 150 years of experience, Sherwin-Williams is the leader in Protective and Marine coatings."



Developing innovative Protective and Marine coatings takes a lot of experience. Delivering them as complete, unique solutions in your industry takes even more. At Sherwin-Williams, we've worked hard to become the industry leader - and whether you need better durability, improved productivity or environmental compliance, our revolutionary products and technologies deliver results. We're more than a coatings manufacturer. We're a strategic source helping you stay on top of your business.



Sherwin-Williams can develop a customized color program for your facility that will meet your objectives and budget considerations. Contact your Sherwin-Williams representative for qualifying information.



# Protective & Marine Coatings



Bolt Brown SW 4001  
LRV 8%



Modular Tan SW 4002  
LRV 26%



Pallet Tan SW 4003  
LRV 49%



Tannery • SW 4004  
LRV 64%



Cylinder Cream SW 4005  
LRV 74%



Lodestone SW 4006  
LRV 51%



Bronze SW 4007  
LRV 23%



Umbra SW 4008  
LRV 9%



Walnut Brown SW 4009  
LRV 3%



Pumice Stone SW 4010  
LRV 23%



Mortar SW 4011  
LRV 43%



Cirrus White SW 4012  
LRV 74%



Ballast Beige SW 4013  
LRV 65%



Cantilever Tan SW 4014  
LRV 48%



Torque Tan SW 4015  
LRV 35%



Corrugate Brown SW 4016  
LRV 24%



Graphite SW 4017  
LRV 5%



Tower Gray SW 4018  
LRV 18%



Flint Gray SW 4019  
LRV 47%



Zephyr SW 4020  
LRV 63%



Filament SW 4021  
LRV 72%



Balsam SW 4022  
LRV 62%



Olivine SW 4023  
LRV 46%



Enviro Green SW 4024  
LRV 15%



Anchor Gray SW 4025  
LRV 13%



Slate Gray SW 4026  
LRV 36%



Galvano SW 4027  
LRV 58%



Gypsum ❖ SW 4028  
LRV 72%



Pillar White SW 4029  
LRV 77%



Nickel SW 4030  
LRV 47%



Structural Gray SW 4031  
LRV 24%



Vacuum Black SW 4032  
LRV 4%



Brass ❖ SW 4033  
LRV 48%



Junction Yellow • SW 4034  
LRV 69%

For INTERIORS use only with:

- ❖ CCE
- EnviroToners
- CCE or EnviroToners







Optic Yellow SW 4035 LRV 76%



Mill Ivory • SW 4036 LRV 81%



Silica SW 4037 LRV 59%



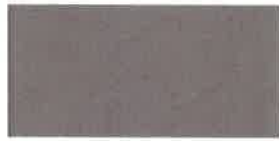
Copperplate SW 4038 LRV 31%



Thermal Orange SW 4039 LRV 18%



Deck Red SW 4040 LRV 8%



Precision Plum SW 4041 LRV 15%



Magnetic Mauve SW 4042 LRV 29%



Bearing Taupe SW 4043 LRV 50%



Quartzite SW 4044 LRV 67%



Ceramic Buff SW 4045 LRV 73%



Carousel Coral SW 4046 LRV 53%



Firedust SW 4047 LRV 30%



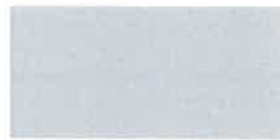
Mason Brick SW 4048 LRV 8%



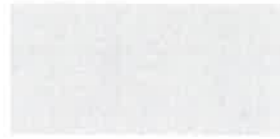
Camshaft SW 4049 LRV 12%



Voltage Violet SW 4050 LRV 36%



Rhombus SW 4051 LRV 56%



Argent SW 4052 LRV 71%



Cool Blue SW 4053 LRV 69%



Basin SW 4054 LRV 51%



Polymer Blue SW 4055 LRV 33%



Blueprint SW 4056 LRV 6%



Toggle Teal SW 4057 LRV 28%



Current SW 4058 LRV 67%



Conductor Blue SW 4059 LRV 31%



Off Shore SW 4060 LRV 50%



Hydro Blue SW 4061 LRV 74%



Spillway SW 4062 LRV 60%



Robotic Blue SW 4063 LRV 31%



we put color to work



Turbine Blue SW 4064 LRV 18%



Techno Teal SW 4065 LRV 21%



Rotor Turquoise SW 4066 LRV 37%



Dewpoint SW 4067 LRV 56%



Alloy Aqua SW 4068 LRV 76%



Emerald Ice • SW 4069 LRV 78%



Generator Green SW 4070 LRV 44%



Rain Forest SW 4071 LRV 8%



Cedar Green ■ SW 4072 LRV 3%



Recycled Red ■ SW 4073 LRV 26%



Power Orange • SW 4074 LRV 34%



Green Byte • SW 4076 LRV 44%



Circuit Breaker • SW 4077 LRV 32%



Kinetic Teal SW 4078 LRV 23%



Laser Blue SW 4079 LRV 16%



Plumb SW 4080 LRV 17%



ANSI #61 Gray



ANSI #70 Gray

### Safety Colors



Safety Red SW4081 LRV 11%



International Orange SW4082 LRV 17%



Safety Orange SW4083 LRV 17%



Safety Yellow SW4084 LRV 28%



Safety Green • SW4085 LRV 29%



Safety Blue SW4086 LRV 17%



Black SW4090 LRV 0%



Silver Brite® SW4091 B59S11 Industrial Aluminum Paint B59S4

### Whites



Ultra White LRV 88%



Extra White LRV 86%



Pure White LRV 85%

### Primers



Off White



Buff/Tan



Zinc Clad™ Primers Varies by Product Line



Gray



Red Oxide

### FluoroKem Colors



Bright Yellow B65YW552



Safety Red B65R550



Safety Yellow B65Y550



Green B65G550



Gold B65YW551



Blue B65L550



Terra Cotta B65RW551



Black B65B550



Red Oxide B65RW552



White B65W550

### Hi-Temp Colors



Cirrus Gray HT1



Shale Gray HT2



Thunder Gray HT3



New Toned White HT4

### NSF Colors



Mill White NSF1



Buff NSF2



Light Blue NSF3



Sanitary White NSF4



### ControlTech Colors



Haze Gray CT1



Tile Red CT2

Protective & Marine Coatings  
**COLOR System**  
THE 4000 SERIES

Color approximates the appearance of the actual coating. Factors such as the type of product, degree of gloss, texture, size and shape of area, lighting, heat, or method of application may cause color variance. Performance of certain colors may be affected by specific exposure environments. Not all colors are available in all Product lines. Contact your local Sherwin-Williams representative for color availability of each product. NOTE: For uniformity of color and gloss, some colors may require multiple coats.

A COMPLETE LINE OF PRODUCTS.

MARKET EXPERTISE.

ON-TIME DISTRIBUTION.

### **What else would you expect from a world leader in protective coatings, linings, and fire protection?**

It starts with a complete line of time-tested, high-performance products and some of the most innovative technologies in the coatings industry. But we know that it takes more than product alone to be a world leader in protective coatings and linings. And so do the customers that rely on us every day as we help them protect their business.

That's where nearly 150 years of coatings industry experience comes in. Add to that a NACE-trained workforce with a combined 3,700 years of experience in corrosion control. And the market-specific knowledge that our experts provide to evaluate, recommend and deliver the highest-performance coatings and linings that protect our customers' assets.

It also means that we deliver on time, every time from 4,000 company-owned distribution points worldwide. Leave nothing to chance. Your single source of supply. Sherwin-Williams.



#### **To learn more, contact us:**

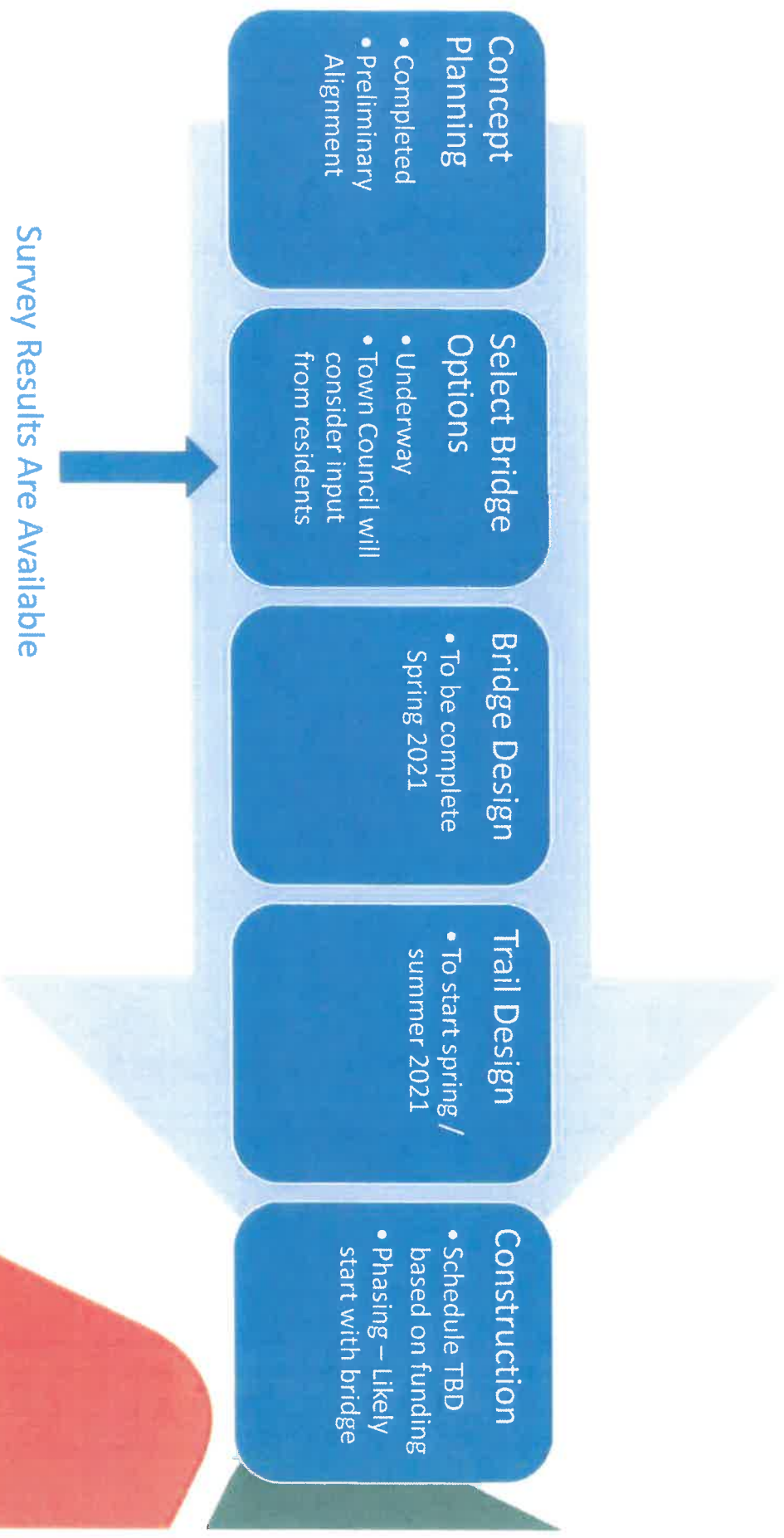
North America: 1.800.524.5979  
Europe & Middle East: +44 (0)1204 521771  
Asia: +8621 51587798

[www.sherwin-williams.com/protective](http://www.sherwin-williams.com/protective)

AD0272 11/14

655-2103

# Overall Project Schedule





# Purpose of This Meeting

## Select Bridge Finish

- Painted
- Weathered Steel



## Select Edge Treatment

- Vertical Pickets
- Mesh Panels



## Select Bridge

- Four options
- Similar costs
- Finish / Edge Treatments work with ALL options



# Finishing / Appearance

Weathered Steel



3-Coat Paint Steel



# Edge Options

Mesh Panel



Vertical Picket



# Bridge Type Options

- Prices are just for the bridge structure. There are additional costs for substructure, embankment, ramps, paths leading to bridge, etc.
- Option 1: Contech Keystone
  - \$260,000
  - Arch design
- Option 2: Contech Gateway
  - \$280,000
  - Rectangular truss design
- Option 3: Bridge Brothers Pratt
  - \$200,000
  - Rectangular truss design
- Option 4: Bridge Brothers Bowstring
  - \$230,000
  - Arch design



# Option 1: Contech Keystone

Estimate: \$260,000

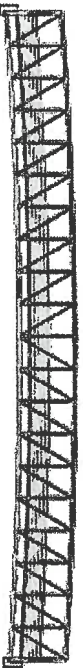


**Keystone® Pedestrian Truss**



# Option 2: Contech Gateway

Estimate: \$280,000



Gateway® Pedestrian Truss





# Option 3: Bridge Brothers Pratt

Estimate: \$200,000





## Option 3: Bridge Brothers Pratt (Painted Option)

**Estimate: \$200,000**



# Option 4: Bridge Brothers Bowstring

Estimate: \$230,000





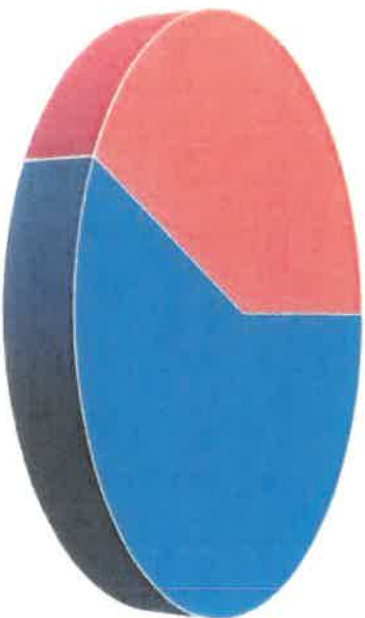
# Survey

<https://docs.google.com/forms/d/e/1FAIpQLSdioVR7MylT7ms31vC4f89XctCFTDRpAPYiBoYNLxi9YENIFw/viewform>



# Survey Results – Just Residents Along Route

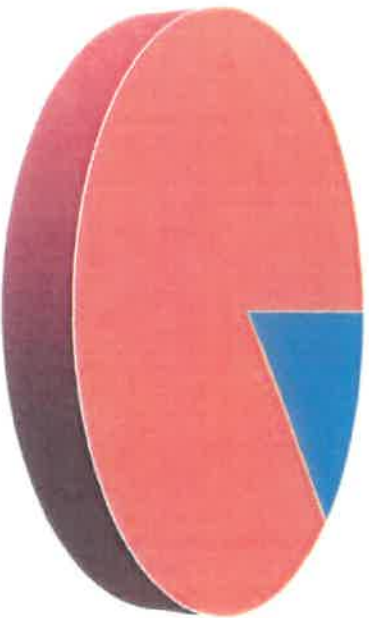
Finish



■ Black Paint ■ Wethered Steel

- Winners Are:
- Black Paint
  - Vertical Pickets

Enclosure

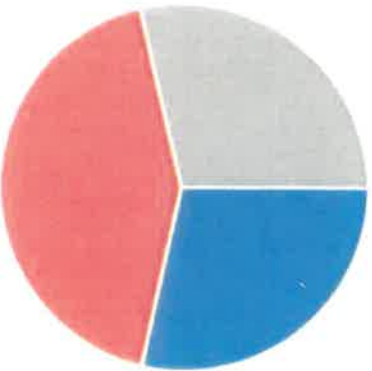


■ Mesh Panels ■ Vertical Pickets



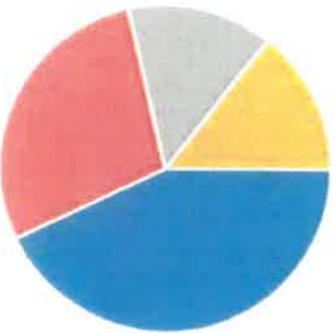
# Survey Results – Just Residents Along Route

Top Choice Bridge Type



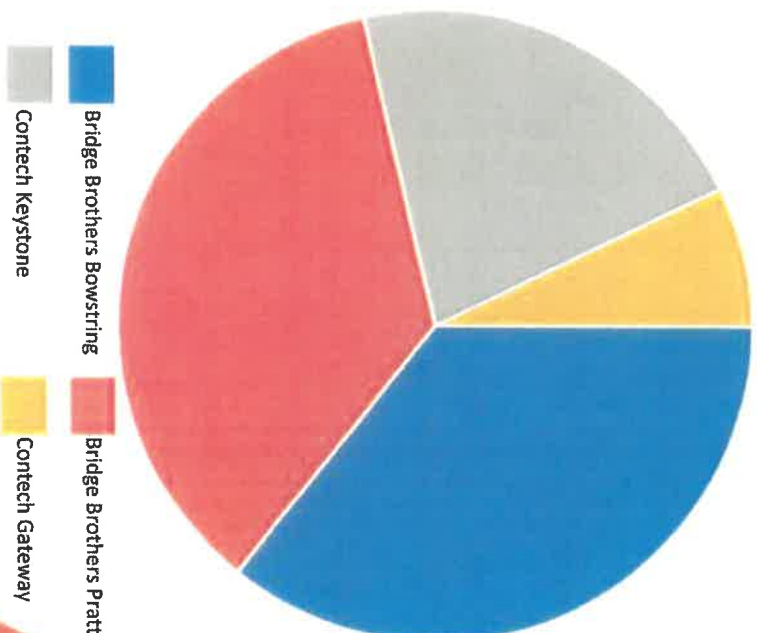
■ Bridge Brothers Bowstring ■ Bridge Brothers Pratt ■ Contech Keystone

Second-Place Choice of Bridge Type



■ Bridge Brothers Bowstring ■ Bridge Brothers Pratt  
■ Contech Keystone ■ Contech Gateway

First or Second Choice of Bridge Type

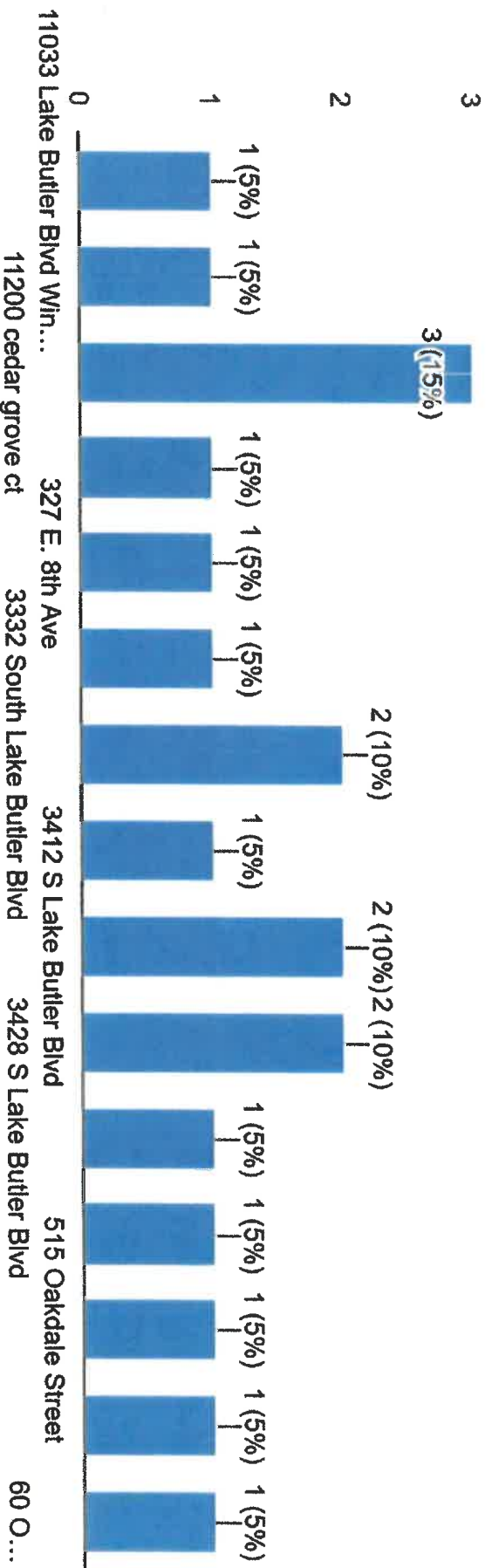


■ Bridge Brothers Bowstring ■ Bridge Brothers Pratt  
■ Contech Keystone ■ Contech Gateway

# Survey Respondents

Please provide your home address

20 responses

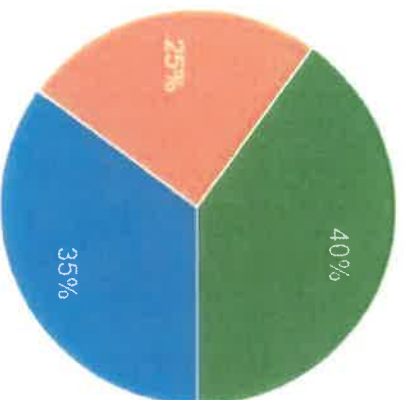




# Survey Results (Includes People NOT Living Adjacent to this Phase)

Bridge Type: Which bridge do you like the most?

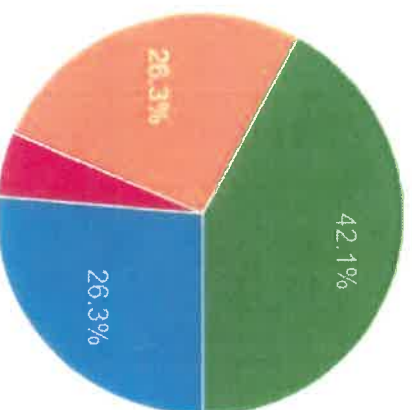
20 responses



- Contech Keystone
- Contech Gateway
- Bridge Brothers Pratt
- Bridge Brothers Bowstring

Bridge Type: Which bridge is your second choice?

19 responses



- Contech Keystone
- Contech Gateway
- Bridge Brothers Pratt
- Bridge Brothers Bowstring

---

**PROJECTS UPDATE MEETING FEBRUARY 1, 2021**

*For previous updates on each item please refer to January 6<sup>th</sup>, 2021 meeting minutes*

**Attendees:**

- Robert Smith, Town Manager
- John Fitzgibbon, Town of Windermere
- Nora White, Town of Windermere – **Not in attendance**
- Travis Mathias, Town of Windermere – **Not in attendance**
- Chris Sapp, Town Councilman Liaison
- Mike Woodward, Kimley-Horn Associates – **Not in attendance**
- Hao Chau, Kimley-Horn Associates
- Victor Gallo, Kimley-Horn Associates – **Not in attendance**
- Mike Galura, Michael Galura Engineering Consultants

1. **NPDES (National Pollutant Discharge Elimination System):** *The NPDES permit program addresses water pollution by regulating point sources that discharge pollutants to waters of the United States.* Since the Town discharges into the lakes we are required to maintain this permit. 10/18: MBG addressed additional comments for NOI and Annual Report. Per conversation with Jason Maron, response to audit is complete. Awaiting completeness and acceptance letter. Issuance of NOI, Cycle 4 pending. MBG will distribute forms to be used for compliance (i.e., fleet maintenance, erosion/sedimentation control, etc.). Community project scheduled for Saturday, November 3<sup>rd</sup> (clean-up on lakefront, etc.) per Scott Brown. Final reading for ordinance scheduled for November 13<sup>th</sup> TC meeting. TM to coordinate with Da'Shanta and Diane on distributing Stormwater pamphlets with Boat Ramp Keys. TM reached out to BC and PDCS as well. Town received additional comments for NOI from Jason Maron. MG to address and resubmit. Comments are minor – MG to try to have responses by next week. MG to work on additional stormwater related brochures for rack in front of receptionist desk. MG coordinate with Diane on Gazette articles and number of Gazettes' issued. MG to provide Town with public education brochures for front magazine rack. Mike had DEP public notice published in February 10, Sunday edition of Orlando Sentinel. Inquiries to be made to Jason Maron, FDEP. Expecting NOI to be issued this month. MG contacted Jason Maron, DEP, for status of pending NOI. Received violation by residential builder. Coordinate with Dianne on Gazette on stormwater related articles. Awaiting Notice of Public Petition to be published in Orlando Sentinel (to be published this Saturday). Once published, need to forward proof of publication to Jason Maron, FDEP. Proof of Publication for Public Petition from Orlando Sentinel forwarded to Jason Maron, FDEP. Issuance of NOI Cycle 4 pending (permit issued May 3, 2019). KH to pick up NPDES tasks from MG based on KHA being selected as Town Continuing Consultant. KHA will prepare NPDES brochure and in-house training schedule. MG to send SOP's to HC for NPDES compliance. HC to prepare brochure for stormwater related subjects. Articles to also be published in quarterly Gazette. Violations being documented. HC to prepare stormwater related articles for the quarterly Gazette. Training is will also be initiated (late March and before Memorial Day for Town employees). Subject will range from illicit discharge to stormwater and sediment control. HC preparing for FDEP audit. Jason Maron, FDEP, to be in Town 10/24 to review Town NPDES program. KHA will be working on Gazette article for next publication. SB to provide deadline for submittal. Monthly sweeping and documentation will continue. Two (2) violations noted by JF and coordinated with BC of Wade-Trim. KHA working on Illicit Discharge power-point presentation, scheduled for March/April 2020. Draft of

presentation to be provide to TM and SB in November. SB and KHA attended FDEP audit. SB and KHA to continue to coordinate with NPDES staff to provide documentation and forms. Supply KHA with street sweeping and vacuum truck quantities. Submitted article for Gazette. First training in March to include documentation forms. SB spoke to EnviroServices to map drainage infrastructure. HC coordinating with SB on street sweeping and drainage structure debris quantities. March training HC. KHA and SB addressing FDEP questions noted in their Ph II MS4 Cycle 4 Year 1 Focused Audit Report. Reply to be completed by March 2, 2020. ON schedule. Moving forward with Town stormwater inventory via CCTV all systems (to set the control point), GPS and building mapping system for recording, reporting and monitoring current and future needs/cleanings, etc. This will be a team effort through KHA, Enviro Waste Services and SB. Debris removals being recorded via HC. 2/3: HC provided MG with quantities for street sweeping. MG to include with STAR report to DEP. SB to provide estimate to TM for decanting of dewatering. SB to also work with Vacuum trucks to identify GPS locations and quantities per GPS location to monitor any issues. Article has been submitted for Gazette. KHA and SB has responded to FDEP questions on focused audit. Vacuum truck services have completed GPS and CCTV work at 12<sup>th</sup> Street and Oakdale. KHA and SB to work on how to get this information into GIS. Potential dates for training in April. Training slides sent to SB for approval (slides approved). Training session to be scheduled. First set of inlets from truck vac for inventory. Proposal to incorporate vacuum information. Tentative training to be conducted in July-August. Two sessions: 1) Public Works and 2) Police Department. SB to coordinate with Chief on scheduling training. HC to submit projected budget impacts for next FY. Gazette articles submitted. Vac trucks working on drainage structure inventory. All training material prepared per HC. Year 2 reporting due by June 2021 – may defer training until COVID-19 restrictions are eased. Thursday nights are best for training with PD per TM. HC and SB to coordinate on when the training can be conducted (for all Town Staff). KHA agreement approved at last TC meeting. Inspection for 505 and 1108 Dirt Main sent out by JF (now in compliance) for noncompliance. IPO approved. Documentation continuing for vac truck. Need to schedule 2 training sessions with staff (PD and Public Works). SB suggested a virtual training session. HC to provide copies of training documents and to coordinate with SB on dates of training sessions. Staff training dates scheduled. Training Sessions completed (October 2020). KHA working on standardized violation forms. 12/7/20 - Prepare standard violation forms. MG will send to HC. No reporting to DEP required till next year (Year 2 reporting). 1/6/21 Ongoing. [2/1/21 Additional reports received and filed.](#)

2. Orange County LMS: Orange County Local Mitigation Strategy (LMS) is comprised of the County and other governmental jurisdiction within it to plan and prepare for natural disasters. These projects are funded by FEMA. FEMA has dedicated \$15 million to the County to fund various projects. TOW has submitted 7 projects for funding including W Second Ave. This is a 25% match program. The process takes about 2 years. 10/18: MBG ask Jason Taylor for status. MG to review comments for 5 HMGP projects from DEM (Douglas Galvan) and address within 15-days for 5 projects. MG to resubmit by DEM timeline. MG resubmitted revised Pre-Disaster application for funding of Preliminary Engineering for West Second Avenue. Geotechnical and Surveying services were not eligible because the services were performed before the Hurricane Irma disaster declaration. Awaiting word on technical review of HMGP applications. Update on Hurricane Irma HMGP applications (contact Douglas Galvan on status update). LMS Working Group Meeting scheduled for later in May (May 22<sup>nd</sup>). Jason Taylor encouraged the submittal of applications for Tier 3 projects under Hurricane Michael disaster declaration. JT feels that there will be substantial money available due to rural and

smaller communities in the Panhandle not being able to provide matching funding sources for HMGP applications. MG to notify JT of budget change for West Second Avenue for Preliminary Engineering. KHA to work on Hurricane Michael applications (due August). MG to continue on Hurricane Irma tasks. MG to address comments from Mitchell Plummer, Engineering Specialist, Mitigation Bureau, Florida Division of Emergency Management by 07/12/2019. These projects are:

- 4337-693: 3<sup>rd</sup> Avenue and Magnolia Street Drainage Improvements;
- 4337-694: 6<sup>th</sup> Avenue and Butler Street Drainage Improvements; and
- 4337-695: 9<sup>th</sup> Avenue/10<sup>th</sup> Avenue and Oakdale Street Drainage Improvements
- 4337-697: West Second Avenue TM executed agreement and it was sent back to DEM for their execution and authorization to proceed with the Phase I design services.

DEM is reviewing the technical/engineering aspects of these projects for eligibility, feasibility and cost-effectiveness.

MG to attend LMS meeting on Wednesday August 21<sup>st</sup> at Orange County OEC (10:00 am). MG mentioned money may be available under Tier 3 funding for Hurricane Michael. Town to consider projects.

MG is to submit an HMGP for the Lake Down retaining wall under Hurricane Michael. Project will only be eligible under Tier 3 money. Applications considered by the State (DEM) is on a first come, first serve basis.

MG continuing to prepare HMGP application for the Lake Down retaining wall improvements under Hurricane Michael. MG to e-mail DEM engineers for application status for Hurricane Irma. MG re-submitted Lake Down Wall Improvement project to Daniel Negron, P.E., Orange County Public Works, for consideration by the Planning Committee for endorsement.

Initial approval for West Second Avenue Phase I Design with funded budget of \$80,000. After Phase I is complete then Phase II for Construction will begin. Estimated total cost is \$900,000 for both phases. Still waiting to hear back on other 3 projects.

Administration change at the Orange County LMS. Jason Taylor no longer LMS Manager.

Executed contract. Waiting on FEMA to sign. MG to revise scope and TM to work on title search for end of Second Avenue and easement. Public workshops will be included again. 18 months since last meeting. 2/3 MG prepared first quarterly report to Douglas Galvan, DEM (September-December 2019). Final design for West Second Ave to be on TC agenda for February 2020 meeting. MG emailed LMS and received RAI for two projects. MG to respond by /10 deadline.

MG submitted FEMA-4399-DR-FL HMGP application for Lake Down Retaining Wall to Kathleen Marshall, FDEM, Mitigation Bureau, on February 25, 2020. Project will be considered for Tier 3 funding under Hurricane Michael.

MG address environmental comments from DEM regarding applications 4337-693 (3<sup>rd</sup> Avenue and Magnolia Street) and 4337-694 (6<sup>th</sup> Avenue and Butler Street). The comments were from Kayla Born, FDEM. Two projects were considered ineligible for HMGP funding by the FDEM. These projects are 4337-695 (9<sup>th</sup>/10<sup>th</sup> Avenue and Oakdale Street) and 4337-696 (9<sup>th</sup> Avenue and East Boulevard Regional Stormwater Pond). RS mentioned infrastructure stimulus package may have money available for CIP's.

Received notification from DEM (Douglas Galvan) that Project 4338-443-R (693) 3<sup>rd</sup> Avenue and Magnolia Street Drainage – Phase I (Design and Permitting) has been approved for funding under the Hazard Mitigation Grant Program (HMGP). The Project Total Cost under Phase I: \$72,500; Federal Share: \$54,375; Local Share: \$18,125. The contract with DEM will be forthcoming for the Town's execution.

Reimbursement Request No. 1 processed by the DEM. Additional information submitted to Claudia Purser, DEM regarding 9<sup>th</sup>/10<sup>th</sup> and Oakdale and 9<sup>th</sup>/East Boulevard Regional Stormwater Pond. MG to follow up with Claudia on status of additional information. MG to prepare and submit quarterly report and Reimbursement Request No. 2 by the first week in July.

Second quarter reports sent to TM for his digital signature. Awaiting execution of two new project contracts with DEM.

New quarterly reports forms prepared and executed by the TM for the three (3) Town project – 4337-297-R (West Second Avenue); 4337-443-R (3<sup>rd</sup> Avenue and Magnolia Street); and 4337-449-R (6<sup>th</sup> Avenue and Butler Street) and submitted to Douglas Galvan, FDEM. All contracts executed and quarterly reports submitted. MG submitted an exhibit locating the three projects on a single Location Map to Paola Sullivan, DEM. Attended LMS Working Group meeting last month to discuss LMS projects and any other topics. Discussions on residential safe room funding. Manny Soto (City of Orlando) – Steering Committee chair; Daniel Negrón (Orange County Stormwater Management Division) – Planning Committee chair. HC to provide typical section for 7<sup>th</sup> and Butler Street. Workshops and public meetings scheduled in October. Typical will be applied. Contract for three projects pending from DEM (FEMA Project No. 4337-443-R). HC submitted quarterly report for three projects (contract pending). 11/2/20 Contract for three projects pending from DEM. HC submitted quarterly report for three projects (contracts pending). 12/7/20 - TM provided brief discussion regarding CCNA as it relates to procurement of the HMGP grants. TM had discussions with Gray-Robinson. TM to have 2<sup>nd</sup> zoom meeting with Gray-Robinson 12/8/20. 1/6/21 Bessie and Butler has been RFQ. Due on 1/11. **2/1/21 West 2<sup>nd</sup> received first reimbursement for design and proceeding with Bessie and Butler. Bessie/Butler RFQ to be approved at February TC Meeting. MG to contact DG and get confirmation of extensions.**



3. **FIRST Avenue and FOREST Street Drainage Improvements:** Grant awarded to TOW to address flooding within the Basin. 10/18: MBG awaiting all cancelled checks to prepare reimbursement form to SFWMD (Nestor Garrido). No further complaints on the project. Town is monitoring system for condition and adjust as needed per TC directive. Vacuuming service RFP sent out by SB. Bid opening November 8<sup>th</sup> at 3:00 pm at Town Hall. MG to still look at possibility of covering grates on roadway. MG submitted initial request for reimbursement. SFWMD responded and needs unique Town invoice number to process request. Debbie Wilson provided MG with unique Town invoice number. MG resubmitted invoice to Nestor Garrido. Town received \$175,000 reimbursement from the SFWMD. Project Complete. MG to review alternatives to grates in lieu of Mack Concrete's recommendation to cut inlet top and precast top with manhole frame and cover. Potential filter per JF – test site. Further evaluate grates on First Avenue on whether to cap or maintain. MG to apply for DAC Recovery funding from DEM. \$31,564.07 is requested for DAC funding. MG to work to submit next week. DAC application submitted to Amanda Campen, Florida DEM, Bureau Chief of Recovery, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32301 on July 1<sup>st</sup>, 2019. MG to follow up on submittal. KHA to review drainage system and provide Induvial Project Order (IPO) for recommendations and possible upgrades. Data collection for project fix. MG provided topographic information to SB per resident request. Project completed; reimbursement received. KHA to address additional concerns regarding project improvements. IPO released to KHA on analyzing alternatives to maintain stormwater within the Town right-of-way. HC to provide summary to TM. Draft Report to be submitted to TM and SB by Monday 10/7. KH submitted draft report to TM and SB. TM and SB have reviewed and have no comments. KH to submit final report with opinions of probable construction costs. HC reviewed DRAFT report which will be revised and submitted to SB for review. TC meeting on 12/18 for discussion of the report. Final report submitted by HC to TM and SB. Workshop with TC scheduled for January 28<sup>th</sup> (KHA to present). TC to review scope of concept design. KHA completed and presented study to TC during January workshop. Recommend adding 24" connector to existing culverts on Forest to assist with high demand discharge events and high-water conditions, as we have been seeing for several years. Further provided alternative road options, dirt and porous for considerations. Also provided recommendation to alleviate private lot drainage via property owners providing drainage easements to place a culvert system in to discharge their private lot drainage. March 4<sup>th</sup>: March 10<sup>th</sup> presentation to TC on recommendation for improvements to First Avenue and Forest Street drainage improvements. David Hansen mentioned the OC has a project the Town may wish to explore relative to establishing swales or berms on both Town and Residential properties with appropriate landscaping. TM and David to coordinate with Councilmember Andert for more info and see if we can incorporate in the Butler, Bessie and Forest projects. KHA will prepare three IPOs for March Town Council agenda. KHA to review survey files previously provided by MG. KHA to include septic drain fields in project survey. Schedule kick-off meeting – TC approved one CIP – upgrade and include equalizer pipes and swale details. IPO expanded to include topographic survey in private property. Rain event monitored by KHA. First field visit conducted as well as kick-off meeting. KHA completed field visits and prepared drainage maps to prepare conceptual construction plans. PEC Surveying and Mapping conducting survey work. KHA to present to TC in July (tentative). Rain events to be continued to be monitored. Meeting to property owners before TC meeting. MG to coordinate with HC on modeling of W. Second Avenue as part of the First Avenue and Forest Drainage Improvements. Schedule kick-off meeting – TC approved one CIP – upgrade and include equalizer pipes and swale details. IPO expanded to include topographic survey in private property. Rain event monitored by KHA. First field visit conducted as well as kick-off meeting.

Drainage analysis and conceptual design underway. Coordination with MG on W. 2<sup>nd</sup> Avenue. Meetings to be scheduled with residents upon completion of the conceptual. Concept and approach to tentatively presented in two (2) weeks. VG conducted review and will provide TM with update after storm observation. Workshop on 9/22. Concept plan to be completed this week and submitted to the Town for review next week. HC to utilize same typical section as 7<sup>th</sup> and Butler. Redundant outfall pipe and swales to be presented by KH as part of workshop with TC. KHA to complete plans by December 2020. Zoom meeting to be conducted with residents. MG to send ICPR model to VG. 12/7/20 – 90-percent plans to be submitted in two weeks and to the SFWMD for permit modification. CS asked if a workshop is warranted. 1/6/21 90% Plans submitted, met with John F in field and he had some comments. We implemented and will resubmit this week. John F to meet with residents to discuss before KH finalizes plans. **2/1/21 KH will send full set and separate plan view to John F. Once we have reviewed full plans we will create Zoom meeting with residents and in person when possible.**

4. **RR ROW (Sidewalks, Multi Modal Path, RR ROW):** Town Council approved the purchase of the Ward/DP Lynn interests in the Railroad ROW. Once acquired the Town would be able to use the property for various projects: multi modal, stormwater, and landscaping) This would also allow for possible property swaps with those that own the RR Row so the TOW would have a continuous corridor from 12<sup>th</sup>/chase to Windermere Rd. 10/18 November 1<sup>st</sup> advertising period. TM working on negotiations for property swap. Conceptual design will commence once the property agreement is finalized. SB is coordinating with the Rubio's on property donation adjacent to Lake Down-Lake Butler canal. Still waiting on Wards. Awaiting on closing on property swap with the Town. Expect closing in April. Next agenda for resolution to vacate 20' on Dirt Main and provide it for the property owner (Ward). TM negotiating with property owner adjacent to Lake Down canal. The closing is next week. TM providing information to closing agent. Workshop held Monday night. TC approved property swap. TM to talk to residents on Lake Butler Boulevard for swap/purchase of RR property. SB still talking to Rubio's, updating TM on status. TM looking for funding sources for project (FRDAP, etc.). Rubio's agreed to donate land pursuant to conditions to be addressed by the Town. To be on July TC meeting. TM sent documents to Sorenson. SB to discuss contract with Rubio's. Heather to draft agreement for Rubio's. TM – after property acquisition, review multi-modal concept plan with Wade-Trim or KHA. SB working on funding opportunities to design project. To be named Windermere-Ward trail (prototype name – provisional). SB still negotiating with Rubio's – language in agreement for disclosure statement. Gray-Robinson to prepare agreement language for the Rubio's to approve. Memorial plaque to be provided as part of the agreement. No change. SB continuing to coordinate with the Rubio's regarding donation of railroad right-of-way property. Sorenson property in closing stage. Anticipated completion by December 2019. Scott spoke Rubio and will continue to coordinate with Rubio for their review and signature. TM to work with both KH and Wade Trim on survey, concepts and design from North to Park Ave. Rubio property donation completed. Phase I will be from Park Avenue to North Avenue. Funding to be applied through the MPO TAC. KHA working on scope for Concept Design. TM received scope and under review for approval at January TC meeting. KHA moving forward with the concept design phase. Project added to OC tax increase project list for possible funding source as part of a regional trail. 2/3 IPO approved at January TC meeting. Windermere WD looking to help fund portion of the project. LRP needs to select stake-holder to represent at coordination meeting with various boards. TM to schedule first stakeholder meeting in February. Meeting occurred in February. Direction was given to KHA on look and feel of walk way. KHA and SB have a site visit scheduled in March. After the field visit, KHA will prepare draft concept for TC workshop.

MW presented preliminary alignment for multi-modal path and concept plan for typical sections. The alignment is a curvilinear alignment with a 10-foot width in an elevated section along the top of the existing berm. Discussion regarding public meeting – pending on when a public meeting can be held. KHA to amend plans to remove elevated path. TC workshop to be scheduled by SB/HC. Present to LRP/TB in July prior to TC meeting workshop in the end of July for conceptual approval. IPO to be prepared for final design upon approval by TC of conceptual plan. TM to secure some initial funding for the project (without pedestrian bridge). Information to be ready by 6/12 for TB meeting on 6/18. Review plan with LRP on 6/25. Property on 10<sup>th</sup> Avenue, alignment to be adjusted. TM discussed with LRP and TB to be submitted to TC for conceptual approval of plan at next TC meeting. Coordination with Ocoee, MW provided multi-modal information. Once concept is approved, TM to take to West Orange for funding opportunities (connection to West Orange Trail). TM to request IPO from Mike Woodward, KHA. Work with TB regarding tree selection. Work with residents on type of vegetation to be planted. Include separate Add-Alternative for bridge. Need probable cost for pedestrian bridge. IPO for pedestrian bridge was approved to KHA. CS discussed KHA third party vendor for provider of pedestrian bridge. KHA will serve as liaison for bridge design. Vendors will present options to KHA and the Town for selection of preferred bridge structure. TM and MW working with West Orange Alliance on funding for the project. Pedestrian bridge is separate IPO. Provide multi-modal links. April 2021 funding to be considered by WOA. Meeting regarding pedestrian bridge scheduled for tomorrow. 12/7/20 - TM and MW has been working with West Orange County Health Care alliance regarding interconnectivity and connection between Windermere and Ocoee. NW got closing documents from Gray-Robinson for TM to review and approve. 1/6/21 RW conveyance has been completed. Robert to confirm with Gray Robinson. 2/1/21 RS met with West Orange Health Alliance, they are working on it and will present to board in April. State appropriations also asked for trail. Plans also went to Chamber of Commerce. TM also to reach out to additional private RR ROW owners in the near future

5. W. Second Ave Roadway and Drainage Improvements: Town Council approved the widening and stormwater projects for West Second Ave. Staff met with public and have a conceptual design. Staff waiting on Orange County LMS response for funding before design can be brought back to residents and TC for Approval. 10/18. No change. Awaiting Notice of Funding from FEMA/DEM from Hurricane Irma. MG to address comments from DEM (Douglas Galvin) regarding project costs. MG addressed with Douglas Galvan. MG to coordinate with Douglas Galvan, DEM, on project status. No Change. MG e-mailed Douglas Galvan – no response to date. Applications under technical review – fiscal review complete. Continue to fill in edge of pavement. None. MG addressed RFI's from DEM Environmental Reviewer regarding project limits (project limits in latitude/longitude format). No change. MG to request status of HMGP application review. Still waiting on LMS contract. TM to coordinate design approval and workshops. TM executed Phase I agreement and sent back to DEM for approval and authorization to proceed. Total authorization is \$79,400 (75% Federal, 25% local share). Awaiting on executed contract with DEM for authorization for Notice to Proceed. Need easement and title search to be conducted to verify existing rights-of-way/easements. Also, more public hearings to be scheduled. 2/3 Coordinate with Gray-Robinson on title search for "right-of-way" for stormwater outfall to Wauseon Bay/Lake Butler. TM – pave Old Main from 2<sup>nd</sup> Avenue to Canal (IPO by KHA). TM emailed GR. MG submitted 4<sup>th</sup> Quarter report to FDEM in compliance with the executed contract conditions. Next quarterly report to be submitted by April 15, 2020. MG to coordinate with Gray-Robinson regarding title search for existing right-of-way bisecting West Second Avenue for stormwater management outfall to Lake

Butler/Wauseon Bay. MG to coordinate with Diane Edwards on reserving Town Hall for 2 public forums (east of Pine Street/west of Pine Street). MG to coordinate with Wade-Trim regarding the existing 2" water main on West Second Avenue for upgrading per the water master plan. RS and MG to also meet with cul-se-sac owners regarding the Town taking over the cul-de-sac if agreed on with owners, including the securing of outfall easement to Lake Butler/Wauseon Bay. Title search by Gray-Robinson revealed that no rights-of-ways or drainage easements exist where originally mapped by the Orange County Property Appraiser. Their maps were updated to reflect no right-of-way or drainage easements. A public forum is to be scheduled (pending on pandemic lockdown) to solicit drainage easement(s) from residents. Mike Galura will coordinate with Scott Brown, Hao Chou and John Fitzgibbon on PRELIMINARY drainage design. TM to schedule a Town Hall Meeting for specific residents regarding the outfall easements at the middle of the project and at the end of the project (cul-de-sac). June may be the tentative month for a face-to-face public forum. MG to re-print presentation boards for public forum. MG to also coordinate with WT on relocation and re-construction of existing water main as part of roadway improvements. MG to have updated presentation boards prepared for public forum. 2<sup>nd</sup> quarter report due first week in July. MG to coordinate with SB, JF and HC on design plans and calculations. Three meetings: 1) East of Pine Street residents; 2) West of Pine Street residents; 3) Cul-De-Sac residents. MG conducted video conference call with SB and KHA (HC, VG) to discuss peer review comments by KHA. MG to amend plans accordingly. MG to coordinate with WT regarding water main design to be incorporated with the plans. SB and WT coordinating with OCU regarding the water main design. Tentative August 5th meeting with OCU. Quarterly report submitted to Doug Galvan by TM. MG prepared and submitted Reimbursement Request No. 2 to Doug Galvan. MG continuing to revise plans per KHA peer review and prepare boards for public forum(s). MG to submit revised computer models to Victor Gallo, KHA. Schedule to have 90% plans completed by September. TM and MG to conduct Zoom meeting with residents on public forum. Three (3) virtual public workshops conducted (East of Pine Street; west of Pine Street; cul-de-sac). Minor comments received that MG will incorporate into the final plans. Expecting more comments. Comments and discussions include avoiding large trees, locations of speed humps, stop signs (at Pine Street), lane widths, curb type etc. Continue public forums with stakeholders on discussions of project design. MG working on quarterly report and time extension request. MG to review side street extensions pursuant to Zoom meeting inquiry by resident(s). MG to only look at double stack on side streets instead of extending Forest Street. MG discussed water main improvements with Mike Demko, Wade-Trim. What was proposed in the Master Water Plan report is to replace 6" water main west of Pine Street to 8". 4" water main to terminus would remain the same size. 8" water main size between Main Street and Pine Street would remain the same. No additional fire hydrants proposed on 2<sup>nd</sup> Avenue pursuant to Master Water Plan. 1/6/21 Mike G will provide update. 2/1/21 MG working on reimbursement #3. Plans sent to Christina Crosby at OCU. RS to reach out to Gray Robinson on 4 property owners at cul-de-sac.

6. Downtown Lighting Project: The Town of Windermere recently changed from halogen to LED lights. We are now working on getting additional lights in areas but looking to work with Duke on process/need/cost. In addition, we are working with various companies looking to co-located small cell towers on our existing lighting. 10/18 Crown Castle considering 5G cell towers in Windermere. No applications received by Brad Cornelius (BC) as of yet. Working on application process. SB talked to Mike Smith, Duke Energy, for light/pole installation and FDEM permitting. TM needs application, cost estimate and clarification on policy. Major corridors (Biscayne – 12<sup>th</sup> Avenue to Windermere Road) and residential areas (Top Hats) for lighting



envelope. No response from Mike Smith on SB's e-mails. Continue to follow-up with Duke Energy on street lighting. Send e-mail to Debbie Clements. SB met with Mike Smith last week. Look at photo metrics for area north of canal where it is currently not lighted. Still waiting on Duke Energy on photo metrics. SB waiting on Mike Smith. No change. New liaison with Duke. SB has received monthly cost from Duke for lighting from Parkridge Gotha to North. Duke to provide construction cost estimate for what Town is responsible for. Anticipated receipt from Duke in 60 days. Possible item at the Feb 2020 Board Meeting. Mike Smith to provide costs for lighting based on concept drawings. Mike Smith provided cost to SB. From Parkridge-Gotha Road to Lake Down-Butler Canal, it would cost \$240,000 during the day and \$280,000 for night work (Construction and MOT). 2/3 Need flood lighting for Windermere Wine & Dine. Nothing further at this time. Lighting may be incorporated into the multi modal pathway project. No new updates. On hold, awaiting stimulus money. TM to meet with Duke regarding franchise agreements and whether additional lighting can be provided to the Town. SB video-conferenced with Duke Energy. Discussions on MOT during the day by working within the existing right-of-way. SB directed Duke on their phasing plan and updated costs for each phase. SB spoke with Duke contractor on line alignments. Duke to return with options and associated costs. Town tentative funding in FY 2022. Still waiting on Mike Smith regarding costs. Still awaiting Duke Energy. Awaiting on Mike on lighting project. -SB to reach out to Duke Energy to get the prices for undergrounding utilities. Relocate lighting adjacent to Town Administration building. SB corresponding with Duke Energy (Kara). SB waiting on new contractors to get on board. 11/2/20 SB waiting on new contractors to get on board. Adding two lights along rear of Town sidewalk. (Previously located in front of old Town Admin building). 12/7/20 - TM to coordinate with JF on light locations based on access to power. 1/6/21 Fixture heads have been approved and JF will get cost from Bright Futures. Will get PO done and will set poles. 2/1/21 Pricing obtained. Work will be done in house by Public Works team.

- 7. Signage:** TOW looking for consistent signage within Town. Part of Branding Revitalization. Street signs have been installed along major roadways. Now focusing on interior signage to make sure they are correct type, meet specs and are justified and enforceable. 10/18: SB to look into Parking Directional Signage when 5<sup>th</sup>/Forest is complete. Town Entrance Signage placed on hold. SB to look at parking directional signage. Parking directional sign ordered by SB. SB to meet with contractor on parking signs and public parking signs. Keep 10-ton weight limit for bridge over canal. SB to order sign for 10-ton limit. Parking signs are expected to be received this week. New speed limit signs installed by SB. Look at installing DO NOT BLOCK INTERSECTION signs at intersections. SB to look to add in next round of regulatory signs. Most signs have been maintained by PW. Some signs may need to be replaced due to age. SB to monitor. SB awaiting quotes for flashing beacons. DO NOT BLOCK INTERSECTION signage to be included in next FY budget. Re-visit event signage – coordinate with LRP. No change – Advanced warning “Stop Ahead” beacons have been ordered and will be installed at approach to Windermere Road on Maguire Road. Beacons on hold due to backorder at manufacturer. PW to continue to maintain sidewalks. Posts were received but were damaged and were return. LRP tabled entry and event signage for next meeting. Footers laid for the 2 beacons. Start upgrading regulatory signs. Main and First pedestrian signage – LRP to prioritize. LRP prioritized First and Main. New signs and decorative posts have been ordered to replace existing from Parkridge Gotha to downtown. New signs and decorative signs completed. Upgraded all regulatory signs from Parkridge-Gotha to downtown. Working on first reading for Ordinance for right-turn only and fine amounts for violations. Radar trailer



purchased by PW (can be used for educational purposes). New and regulatory signs have been completed. 2/3 Take pictures of new pedestrian cross-walks and post on Town website (Windermere Rd and Main). Order signage for southeast quadrant. New no right-turn signs at six locations and speed humps have been installed on Ridgewood. CS suggested that flags be temporarily placed on new signs, a temporary info board from PD could be used, and to put down traffic counters. SB will get with PD on these items. KHA to look at providing past traffic counts. There was a discussion on how to get this information reported to Waze and Google Maps. LRP made recommendation for RFW w/sign company to design, construct and operate Town Facilities event and gateway signs. PD monitoring, will get count when traffic patterns return to normalcy. Hold off on internal signs. Park Avenue signs to be updated. CS to set up LRP meeting – schedule workshop in August-September. SB put signs on bridge. Park Avenue signage ready to go (SB spoke with contractor). Resolve issue with property owner and WT on signage. SB and CS discussed with LRP and they need more information on scope of work. SB should have some notes to CS sometime this week to get a signage company onboard regarding the Town's brand (beyond regulatory and traffic signage). SB reached out to OCPS for design processes. Looking at capabilities of companies currently contracted with the TOW for design. LRP will make final recommendations to TC. Individual IPO's for signage discussed. Documentation to be sent to TM for TC agenda. To be done under KHA master services agreement. To be presented as an LRP item. Upgrade 6<sup>th</sup> Avenue. CS to send summary to LRP. Upgrade 6<sup>th</sup> Avenue. 12/7/20 - CS to send summary to LRP. Upgrades to be completed this week. TM to coordinate with Duke Energy. 1/6/21 Poles getting replaced with new upgrades on 6<sup>th</sup> Avenue. 2/1/21 Poles on 6<sup>th</sup> Avenue completed. John F and Travis have been doing maintenance on all signs. TC approved signage as part of KH master services.

**8. New Facility:** Awaiting preliminary DD budget numbers from HJ High. Coordination with MW regarding impact to roundabout from new facility construction. JF to coordinate with ADG for modifications and scope on 6<sup>th</sup> Ave including ingress-egress to the library. This was not part of the original budget and will be priced separately for Robert to determine budget parameters. Maintenance Bldg. will be priced separately since it was not included in the original scope. The arborist was on site Friday May 2<sup>nd</sup> to perform air spading the trees that are to remain. The report will indicate tree root pruning plans. Determination was made that no special foundations will be required based on proposed building foundations and existing tree root extent. JF working on AIA102 form for GMP for review in July with HJ High. Early demo and foundation packages plan to be submitted in August for pricing and contracting. Demo tentatively to be completed 8/1. Meetings this week with design teams. JF to send current design schedule to Robert for TC. JF/ADG to present update to TC by 7/28 (workshop). Any TC directions can be approved at August meeting. Two workshops to be conducted per TM. Transition into construction document phase. Anticipate having demo package by mid- to latter part of August. Preliminary construction meeting to be conducted before demolition. Provisions for ventilation requirements for COVID-19 to be considered as part of budget increase. Received 50% CD set from ADG Thursday of last week. JF and Stephen Withers to prepare redlines and schedule meeting with ADG to further discuss. ADG working on 50% CD budget. Bidding abatement out. Abatement will be done as Change Order to. Waiting review comments from HJH. TM – request waivers for demo contractors (hold Town harmless). JF coordinate with demo contractor on turning off power. CS – coordinate on salvaging of materials from Town offices to be demolished and documented. 60% CD's complete; 90% CD's expected September 30, 2020. Demo package out to bid with HJH. Demolition to begin mid- to late October 2020. Coordination with all utilities continuing for disconnection. Gas has been

disconnected as well as all Spectrum Business services. FDLE Server waiting to be relocated. Once server is relocated, power will be cut off and removed from old facilities. Coordinating salvage of old material from building with Tom Strupe and George Poelker from the Historic Preservation Board. Doing final selection with Demo contractor. Selection based on low qualified bidder. Abatement completed. Air quality test conducted in existing facilities. Pre-construction meeting with demo contractor TBD. 100% CD's expected by end of week. Looking into perimeter fencing prior to demolition. Demolition complete. Awaiting permit from OC Public Health for existing septic system. Kerosene tank removed. In for permit for permit fees for WT. Full GNP numbers from contractor pending. Minor items pending per JF. Ground breaking anticipated in approximately 3-weeks (possibly after Thanksgiving). Expect NTP in December with 10-12-month construction timeline. 11/2/20 Demolition complete. Awaiting permit from OC Public Health for existing septic system. Kerosene tank removed. In for permit for permit fees for WT. Full GNP numbers from contractor pending. Minor items pending per JF. Ground breaking anticipated in approximately 3-weeks (possibly after Thanksgiving). 12/7/20 - JF had meeting with site contractor. Hope to have GNP soon. JF to coordinate with Computer Business, Spectrum and contractor regarding all infrastructure to be installed. Construction timeline is expected to be the same – to be discussed with contractor. 1/6/21 Working on finalizing all GMP contracts paperwork. JF to review changes with Guy Haggard to finalize all forms. **2/1/21 Fully executed contract approved by TC. Contractor is proceeding with submittals.**

~~9. Temporary Facility Update: Approved KHA for the temporary facilities site plan (including survey). Preliminary arborist report received. Finance to be including in all meetings. 2/3 Finalized temporary facilities schematics (501 Forest Street). Will need to take site plan to DRB for approval (Brad Cornelius). DRB scheduled for February 18<sup>th</sup>. Present to TC February 11<sup>th</sup>. Scheduled for approval at TC on March 11<sup>th</sup>. Temporary facilities site plan has been reviewed and approved by LRP, DRB and Tree Board. Pending final approval from TC in April. JF needs to meet with residents. JF received pricing and it looks to be within budget. Final temporary site plan provided by KHA and under review by Wade Trim. JF working with HJ High on breakdown of cost for temporary facility to submit to TC on 4/28 virtual town council meeting for approval. Timing for relocation and prep for demolition is currently under review. Temporary facilities approved by TC. Minor landscaping to be provided during the duration of temporary facility. JF sent TC draft of contracting format for review – to also be sent to Heather Ramos (Gray Robinson) for her review. Construction to begin in June (tentative) per JF. Construction estimated to be 30 days. TM to coordinate with staff and PD regarding the move to the temporary facilities. Change order with HJH approved. JF working on Final trailer layouts – including lease agreement for Town and will general liability on trailers with Nora. JF to coordinate with KHA on site plan to be submitted for permits (BC). Phone services to be worked directly with CenturyLink. JF to coordinate with Town and Clinton on servers. TM to meet with adjacent property owners 6/3. Temporary facility site grading completed. Awaiting trailers from manufacturer. Anticipate July 31<sup>st</sup> for turning over facilities to staff. JF to coordinate with SB regarding trimming of trees along Forest Street for building delivery. Discussed with contractor regarding timing of demolition in relation to provision of internet access by Spectrum. Last week decking completed and final electrical completed. Met with Duke to set meter to be turned over to the Town. PD moved some items over to temporary facilities. Furniture are in the trailers per JF. JF to coordinate with NW and Dorothy on office setup. Currently no power in the temporary facilities. Fiber optic is in. Awaiting on server depending on power from Duke. Trailer skirting pending with landscaping to be done~~

~~afterwards. Power on in all temporary facilities. Everybody relocated and operational. All Done! All power in place for Administration and PD. Temporary facilities complete. 12/7/20-  
No change. 1/6/21 100% closed out. Delete off list.~~

10. Fernwood Park Improvements: \$50,000 Awarded for Fernwood Park improvements. 10/18 SB working on RFP for Park Improvements for Fernwood. Project will match IDG approved plans. All contracts have been signed and waiting work from Andy Easton. All contracts signed. SB getting surveys done for site. Have not received Notice to Proceed. Awaiting boundary survey which is required per FRDAP. All commitment documents submitted to FDEP. Title search kicked back by FDRP (prepared by Gray-Robinson). Awaiting Notice to Proceed from FDEP. Notice of Commencement received from FDEP. 5-year CIP list to be built (SB to coordinate). TM requested items to be put on March/April TC agenda. Got Notice of Commencement. Come up with priority list for capital projects. PR to have a CIP list for SB. Central and Fernwood to be priority for FRDAP. SB has received cost estimates for drinking water fountains and butterfly garden. Dock quotes to be solicited by SB. Shoreline clearing will be in next FY budget. SB awaiting prices to remove invasive species from vendors. Dobson has removed invasive species in upland areas. Trees will also need to be removed. Aquatics company will continue to treat vegetation in waters. FWC and Orange County EPD permits have been amended. Invasive species being removed. Boardwalk concept pending based on removal of additional vegetation along projected alignment. SB stated approximate ETA for design is 6-months. Took down some large invasive trees. SB met with PR on footprint for trail and walkway. Obligation for boat ramp repair. Deadline to complete in 14 months under FRDAP conditions. Contractor is developing draft footprint and estimated cost for the boardwalk. Contractor provided SB with quote for the design, engineering and permitting of elevated nature walk. Nature trail in design phase by Contractor. Final concept drawings completed. Moving into construction plans and scope of work. 2/3 Final concept prepared including elevated nature trail. Sent to PR for review. Concept in design. FRDAP schedule through April 2021. TM and David Hansen to coordinate on driveway within the park. Partnership with OC, FWC and TOW. Need to stabilize the driveway and launch area. David Hansen to help guide Town through OC permitting and variances. Video conference with SFWMD – will require a permit for the boardwalk. Meeting with Orange County EPD – 2 permits required including tree survey and wetland delineation. Draft concept prepared, beginning preparation of construction plans. 4-6-months estimated for design. FRDAP grant deadline April 2021. 5K run has been postponed, but not canceled. SB working with OC EPD on wetland delineation. Surveyors are picking up wetland flagging. Also virtually met with SFWMD on permit submittal. FRDAP forms sent to TM for execution. TM coordinating with FDEP regarding parking configuration. SB said that the SFWMD is requesting an individual permit for the boardwalk due to encroachments to Sovereign submerged lands. FRDAP grant application withdrawn. Meeting tonight at 5:00 pm to discuss. Town to conduct a charette for presentation (to be conducted on Zoom). Coordinate with Councilman McKinley on P&R input. No changes. Getting charettes and scheduled for the residents. TM to discuss with Councilman McKinley on opening of Lake Street Park. TM to as PR to complete and close-out. PR to determine what to do with boardwalk. 11/2/20 PR to determine what to do with boardwalk. 12/7/20 – Pending. 1/6/21 On hold until we get RFQ completed. Travis M. to contact companies and get quotes for dock fix. 2/1/21 JF to get three numbers from separate vendors for dock fix. JF to look into dock inspections checklist and schedule.

**11. Central Park FRDAP Grant: \$50,000 Awarded for Central Park improvements.** 10/18 SB working on RFP for Park Improvements for Central Park. Project will match IDG approved plans. All contracts have been signed and waiting work from Andy Easton. SB getting surveys for site. Title search kicked back by FDRP (prepared by Gray-Robinson). Awaiting Notice to Proceed from FDEP. SB getting quotes on drinking fountain and Frisbee golf baskets. SB expects quotes this month. Also getting quotes on exercise stations and drinking water fountain. SB waiting on final quotes for exercise stations. Will need to coordinate with OCU on connection for water fountains. PR recommended wood as opposed to metal exercise equipment. Still waiting on final quotes. Coordinating with OC Utilities for meter for drinking fountain. PR recommended metal as opposed to wood. Exercise equipment and drinking fountain (including water meter hookup) to be considered for TC agenda. Repairs completed on split rail fences and walking trail. SB expects Central Park improvements to be completed within the next couple of months. Include maintenance schedules from exercise equipment. Exercise equipment has been ordered. SB is coordinating to have the water meter installed for the drinking fountain. Exercise equipment installed. Awaiting OC for water meter installation for drinking fountain. OC completed water meter installation. Exercise equipment completed. OC meter account set up and active. Awaiting meter to be activated. Signage has been ordered, awaiting receipt of signs to be installed. TB to secure a landscape architect (with certified arborist) for tree mitigation plan. Signage installed. Met with Andy Eason (grants manager) to review, take photos, and go over close out documents. Finalizing Limitation of Use agreement to be recorded with OC, As Builts, expense records and final documents. 2/3 Close-out phase initiated. Determining what is required for the close-out document. Tree Board to focus on site for tree plantings. SB met with grant manager to close out. Grill has been purchased which was the last item to upgrade picnic area. Central Park completed. Walk-through conducted by SB and Andy Easton. Project is completed – Project completed. MG submitted signed and sealed As-Built plans to SB. Awaiting reimbursements. TM to execute paperwork. TM to execute paperwork. 1/6/21 Nora sent Andy all requested documents. Robert Smith to follow up. **2/1/21 RS provided all required documentation, pending reimbursement.**

**12. Cross Walk Improvements:** W&D has funded two cross walk improvements. First one on Second/Main and the next on 6<sup>th</sup>/Magnolia. 10/18 Two additional locations – 6<sup>th</sup> Avenue east of Ridgewood, and Main Street near Estancia. Funded one cross-walk. Location to be determined. Consideration for cross-walk locations: 1) 6<sup>th</sup> Avenue near Ridgewood Drive; 2) Main Street near Estancia. LRP to make recommendation and present to TC for approval. LRP has reviewed and approved Johnson Park crossing (east of Ridgewood), to be presented to TC for approval. More usage and higher volume of traffic. Cross-walk improvements completed. Look at an additional cross-walk based on availability of funding. LRP made 2 recommendations – 1) Estancia; 2) First Avenue and Main Street. Retrofit existing cross-walks. LRP recommendations made. Awaiting funding. No change. Waiting on Windermere W&D funds. No change. No Change. Awaiting on Windermere Wine & Dine. Crosswalk on Windermere Road and Main should be completed soon. 2/3 Windermere W&D agreed to fund new cross-walk at 1<sup>st</sup> Avenue and Main Street. On TC agenda for 2/11. Windermere Road and Maguire Road has been completed. TC approved RRFB at Main Street and 1<sup>st</sup> Ave. Footers have been poured. Awaiting deliveries for RRFB's. RRFB's completed at Main Street and 1<sup>st</sup> Avenue and operational. Nothing additional. Waiting on W&D. W&D to conduct event in March 2021 for sponsorships. TM to meet with HPB. 12/7/20 - W&D to conduct event in March 2021. 1/6/21 No update. **2/1/21 Ongoing.**



**13. 1887 Schoolhouse:** HPB and Tree Board have worked on the planning and implementation of repairing and improving the grounds and structures. Currently HPB is looking at making sure the building is sound prior to making additional improvements. SB sent out various requests for contractors and engineers to look at to no avail. In addition, SB was able to get a vendor to take care of the grove area to make sure it is well maintained and healthy. 10/18. Approved to replace citrus trees that have died and contract with maintenance firm. HPB to make decision on structure analysis. Working with Amanda Black on search for architect. HPB still searching for tree/grove maintenance. Architectural evaluation approved by TC. Based on architectural evaluation, HPB will generate a CIP. Architectural evaluation awaiting. The architect has conducted initial condition of schoolhouse. Architect to return to review the condition of the schoolhouse. Architect has returned several times to continue to evaluate. Architect sent in plans to Town for review. SB to be liaison for Eagle Scout project. HPB working with architect and on future CIP. HPB creating scope of work based on architect's evaluation. HPB still having open discussions regarding the architect concept. HPB meets 1/8/20. HPB discussing options for materials to use and style of final look. 2/3 HPB still having discussions. To keep status on National Historic Register, HPB will need to maintain the same architectural look. HPB had conference call with SHPPO about signage and marker. No changes. TM to meet with potential volunteers for community hours. No changes. 12/7/20 HPB met and agreed to remove sidewalk around schoolhouse facility due to drainage issues. TM to address this week. 1/6/21 Completed. **2/1/21 Siding boards are currently being repaired.**

**14. Street Sweeping:** Best Management Practice (BMP) under the stormwater NPDES program. 10/18 Ongoing. MG has article to send to TM, SB and JF. Ongoing. HC to consider street sweeping article for Gazette. No change. Ongoing. KH to prepare article in Winter Gazette about street sweeping. Due date is 11/22. MG to get street sweeping quantities from SB and determine TN (Total Nitrogen) and TP (Total Phosphorous) and submit the removals to DEP under their STAR program (State Annual Report). HC to provide MG with quantities. MG to submit as part of STAR to the FDEP doe pollutant load reduction reporting. 2/3 MG received quantities from HC. Will combine with NPDES section. Ongoing. SB and KHA submitted street sweeping volumes to FDEP. KHA and USA Services documenting quantities. Continuing to document. Quantities are continuing to be documented. Still documenting on monthly basis. Ongoing. 12/7/20 – Ongoing. 1/6/21 Coming out once a month. Travis to get paperwork and send to Hao. **2/1/21 Ongoing on obtaining reports.**

**15. Vacuum-Truck Services** – Cleaning of stormwater structures and storm pipes. Bid awarded by Town to Waste Services Group at January TC meeting. Started on 8<sup>th</sup> and Bessie Street to Magnolia. Log of linear footage of pipe cleaning and volume of debris collected. Completed in 1-1/2 days. Scheduled for 12<sup>th</sup> Avenue and Oakdale Street stormwater project. MG to provide SB with copy of recorded drainage easements for the storm sewer system in the back of the homes. Next project is west 8<sup>th</sup> and Forest Street. Plan is to initially clean the entire system with a future target of bi-annual cleaning of systems. SB to receive cleaning logs from WSG for documentation for NPDES measurable goals. Provide measurable goals for NPDES reporting. Done with cleaning 12<sup>th</sup> and Oakdale Street. Moving next to west 8<sup>th</sup> Avenue drainage system for cleaning. TM to coordinate with SB on availability of funding for continuing work. Working on funding. Continuing the cleaning of stormwater/drainage structures. Plan to conduct bi-annually. SB to provide budget amount to TM. Completed west 8<sup>th</sup> Avenue and currently working on Lake Street. Targeting North Oakdale (north of 1<sup>st</sup> Avenue). Completed North Oakdale including First Avenue stormwater pond. Next is



Johnson Park pond then Ridgewood ponds. Completed. SB will continue working with vacuum trucks for other projects. Completed main drainage basins. Biannual treatment of all infrastructure and also CCTV of infrastructure. Structures will also be GPS's for inventory. SB to draft release on dewatering so there is no confusion as to what is being placed in stormwater ponds. Will also get costs on transport. 2/3 Completed cleaning of all stormwater systems, including Main street and its associated detention chambers. Crews returning this week to begin return cleaning off the dirt roads, as well as to start GPS and CCTV all systems to record current conditions and control points moving forward with an overall inventory of the Town's stormwater system. Will combine with NPDES section. 12<sup>th</sup> Street and Oakdale vacuum, GPS and CCTV services have been completed. 12<sup>th</sup> and Oakdale completed. Videoing process. SB working with KHA on GIS for inventory. GIS being prepared for drainage infrastructure mapping. Continuing GIS mapping of Town's MS4 system. Completed west 8<sup>th</sup> Avenue – working towards First and Forest. Ongoing. Set up for Bi-yearly cleaning. Continuing GIS mapping. Ongoing. Videoing for GIS mapping. Conducting videoing for GIS mapping. TM to present costs for upkeep for Street Sweeping and Vacuum-Truck services. Ongoing. 11/2/20 Conducting videoing for GIS mapping. TM to present costs for upkeep for Street sweeping and vacuum truck services. 12/7/20 - Johnson Park used as discharge location. HC tracking invoicing and debris removal for NPDES reporting (coordinate with TrM). 1/6/21 Ongoing. **2/1/21 Current reports received; HC will continue to track. JF and TM to request per service invoicing.**

**16. Lakefront Maintenance:** TOW to control invasive species along lakefront that is under Town jurisdiction. 10/18: Awaiting Orange County for permits. Once received, invasive plants to be removed by selected contractor. Awaiting Orange County permits. To start in January. Received OC permits. All permits now received. Start herbicide spraying. Pond by Windermere Elementary also maintained. Aquatic Systems has been onsite for a couple of months. SB coordinating with David Hansen, Orange County Environmental Protection Division, regarding limits of herbicide application. Information on cleaning Town's social media pages. Ongoing. Monthly treatment (15 locations). Vegetation cleared at Windermere Rec Center pond. Ongoing. SB to assess Windermere Rec Center pond on water recovery – check lake levels for comparison. Spraying is on a monthly basis on lakeshore and in the parks. Continuing on monthly basis. On Lake Down, 5 cypress trees planted and sent documentation to OCEPD to close out the complaint. Ongoing. SB received quotes to clean up the lakeshore (vegetation removal and tree removal). Continue to construct elevated boardwalk for nature trail. 2/3 DH discussed possibly funding "backyard BMP's" (swales, rain gardens, planting, etc.). Ongoing. SB to provide TM with budget numbers. Continuing. Continuing. Ongoing. SB to address wax myrtle growth by Lake Bessie boat ramp. Land alteration permit would be required. Ongoing. TrM to check with vendor (Solitude Lake Management) on cycle of lakefront maintenance. Check on maintenance plan and frequency. 1/6/21 Travis M reached out to vendor to get scheduling. Will follow up again to establish a set schedule. **2/1/21 JF and TM working on permit and is in process of resubmitting.**

**17. Town Hall:** PW to inventory entire Town hall for improvements and repairs. 10/18: TM asking for long term needs of Town Hall – full assessment (i.e., lighting, kitchen, audio-video, etc.). SB contacted Landmark Construction for proposal. SB spoke with Landmark for numbers for quote. SB to contact Landmark Construction. SB talking to other contractors regarding quotes. SB requested proposal from Edmundson. SB has meeting with general contractor to give him some prices. Ongoing for quotes. Need all fixed assets identified and provided to NW (for insurance purposes). W&D to consider helping with Town Hall fix. No

Change. TM needs to complete inventory. W&D want to invest in Town Hall including: roof; kitchen; etc. Working on pricing with contractor over the next 60 days. W&D has interest in TH improvements. SB has requested scope of work and cost from HB & Associates for TH improvements. SB to meet with CPWG to do a complete evaluation of Town Hall (both interior and exterior), subsurface to roof including electrical, HVAC, sound and lighting, foundations, etc. 2/3 Met twice with cpwg as well as their co-consultant MLD Architects. MLD has an extensive history with historic buildings and are familiar with the State Historic Preservation Office (SHIPO) requirements aka Secretary of Interior. Some opportunities for grants may be possible for the historic portions of the work. SB met CPWG to provide a cost to evaluate Town Hall. MLB architects to also provide review of historical elements of Town Hall. SB to look at mid-end of March for scope of work. Will need RFQ. Contractor just send SB scope of work and cost. SB is reviewing. On Hold. SB and JF to get together on AC so TM can submit for the CARES act. JF to conduct thermal scans for various buildings. New toilets, automatic soap dispensers and automatic faucets to be implemented. Scheduled AC replacement for week after next (week of November 16<sup>th</sup>, 2020). 12/7/20 - AC replacement at Town Hall completed per TrM. Awaiting on final invoice and maintenance plan and warranty. 1/6/21 UV lights are installed and inspected. Look at getting roofer out to look at rotted area in the flat roof section. TM and JF to look at temporary fixes. **2/1/21 Minimal maintenance until after Town facilities completed, then will do full repairs. Temporary fixes to roof and porch steps.**

**18. Water Utility Master Plan:** TC approved master plan for water utilities for entire TOW. 10/18 - TM to issue RFQ for water master plan (entire Town). TM spoke with Wade-Trim on structure of RFQ. WT to meet with Orange County Utilities (OCU) regarding what OCU will need for RFQ. RFQ to be issued today on Town Website and DemandStar. Wade-Trim, KHA and CPH are the three consultants short listed for study. SB, JF and MG to review their proposals and select consultant for study. Oral presentations conducted on 3/17/19 (Wade-Trim, KHA). Consultant selection pending. Selection of consultant will be on TC agenda for approval. SB to issue ranking of consultants. Scheduled for April TC meeting. Awarded to Wade-Trim at April 9<sup>th</sup> TC meeting. WT to schedule kick-off meeting (SB, JF, MG to attend). Tentative schedule of 12-months to complete study. TM to consider lobbyist (2020-2021 FY, approximately \$60,000 for lobbyist) to assist in securing funding for implementing plan. June Technical Advisory Committee (TAC) meeting for project. Awaiting follow up schedule from Wade-Trim. TAC meeting with Wade-Trim (meeting in July). Presentation at September TC meeting. Web conference call between WT, Town and OC Utilities to be scheduled by SB regarding the water utility master plan on September 19<sup>th</sup>. Additional workshop with TC on September 23<sup>rd</sup> to be conducted to provide update and information on project status. October 22<sup>nd</sup> TC workshop with Wade-Trim to provide status of project. Scheduled for completion in March 2020. Presentation was completed on 10/20. OCU to provide flow information. Scheduled completion in March 2020. Ongoing. Coordinating with Orange County Utilities. WT requesting meter readings on hydrants for more accurate data. WT to provide update on coordination with Orange County. Confirm some flows and reevaluate fire hydrants (Orange County). 2/3 Final flows and calculations have been completed. JF and SB meeting with WT to review drawings and design. Preliminary plans sent to Angie Brewer to review for possible funding sources. Goal to have TAC meeting mid-March with outcome moving toward TC in April. TC workshop in March. Final TAC meeting on 3/10 at 2pm. Workshop pending. Monitoring infrastructure package to see if funding is available. MG to coordinate with SB on 2<sup>nd</sup> Avenue water main improvements (6") WT to provide status update to TC regarding water main improvements. Awaiting final report. Presentation by W-T at last TC meeting. MG to coordinate on W. 2<sup>nd</sup> Avenue. Discussion on

funding opportunities. Follow up meeting with OCU to discuss plan. Discussion on funding and verification of low rates. MG to coordinate with Mike Demko, WT, regarding water main design along West Second Avenue. Finalized plan submitted to TC on 9/8/20. Looking for funding opportunities for all phases. MG to coordinate with WT on 2<sup>nd</sup> Avenue water main improvements. Look at funding sources. 12/7/20 - Implementing water main improvements through CIP projects. 1/6/21 Been adopted. 2/1/21 RS submitted to Orange County for appropriations. Actively incorporating plan into new projects.

**19. Cut-Through traffic:** Town Council approved KHA to do study on cut thru traffic and determine where traffic originates. 10/18 Town Council Workshop on 10/30 Schedule follow-up meeting with KHA. KHA to conduct TC Workshop scheduled on 1/22/19. Includes evaluation of continuous right turn southbound from Main Street to Chase Road. Await recommendations. Presentation by KHA at February TC meeting Tuesday night. Work with OC on county level on Windermere Road/Main Street roundabout and Main Street northbound to Chase Road with exclusive right-turn lane to relieve traffic congestion. Brought to TC Tuesday night. Police to continue with 90-day study – compile data and further evaluate with KHA study. TM asked Brad Cornelius for an urban planning study – possibly RFQ. Workshop in May, included in budget analysis by TM. Workshop planned this month. CS – Update from PD. Number of travel counts received from KHA. Data evaluated and will be discussed again at July TC meeting. TM had meeting for ideas for cut-thru traffic. TM has meeting with County Administrator. To be discussed at September 23<sup>rd</sup> TC workshop. LRP took no action on cut-thru IPO's. Work on cut-thru traffic plan for Ridgewood Drive. LRP will look at Oakdale Street improvements. TM to schedule workshop for LRP recommendation for SE Quadrant. LRP made second recommendation for SE quadrant and Ridgewood Drive. No right turns on Ridgewood Drive and Lee Street (at certain times). LRP recommending to table the Ridgewood Drive one-way ordinance indefinitely and move forward with requesting revised traffic engineering study for time limitation no right-turn only on 6<sup>th</sup> Avenue at Ridgewood Drive and Lee Street. SE quadrant discussion at a later date depending on effectiveness of no-right turn signage at Ridgewood Drive and Lee Street. MW to review plan before 12/18 TC meeting. OC has requested projects from the Town. 2/3 TM working with Winter Garden, Ocoee and Oakland: West Orange Transportation Alliance (WOTA). TM worked with staff and KHA and submitted projects list to Ocoee and will submit to OC on 2/4. TM meeting with OC Staff about 1 cent sales tax. WOTA to meet on Friday. TM to update TC on Feb 11. New no right turns signs at six locations and speed humps have been installed on Ridgewood. CS suggested that flags be temporarily placed on new signs, a temporary info board from PD could be used, and to put down traffic counters. SB will get with PD on these items. KHA to look at providing past traffic counts. There was a discussion on how to get this information reported to Waze and Google Maps. Monitor right-turn issues. TM asking OC on 6<sup>th</sup> Avenue and Chase Road round-about road improvements. Conversations ongoing. Ongoing. Ongoing. 12/7/20 - No change. 1/6/21 No change. 2/1/21 RS met with Commissioner Wilson and sent documentation for 12<sup>th</sup> and Chase and 6<sup>th</sup> and Main improvements.

**20. Park Ave Stormwater Project:** TOW received complaints about standing water and flooding on south Park Ave across from School. Town put on notice of possible legal action. KHA, PW, and Staff working on solutions. 10/18: SB met with KHA to review and provide answers. MG and JF to review with SB (possible French Drain system). TM to approve KHA IPO for Design and Survey. Project 1 on list of CIP projects for FY 18/19 KHA (Mike Woodward) to proceed on design for project. SB and JF reviewed KHA plans and provide

comments. Once completed, TC will issue project for bid. Notifications to be done by JF and SB for residents to be affected by construction. Coordinating with Orange County Utilities. OCU (Christina Crosby) has approved scope and fee for the relocation of their utility relocation as part of the drainage improvements. KHA to conduct design for utility relocation. Target Bid in April, construction in June. 90% design complete. OCU water main to be relocated. OCU will work with KHA to design relocate within the prescribed Town timeline. SB to upload the bid set plans on DemandStar and Town website. OCU has hired KHA for water main relocation improvements. Need agreement between Town and OCU on reimbursement for water main labor and materials for project. No bids received. SB to look at options for constructing the project. Quote received from Barracuda (lowest quote received). HC to request qualifications. Additional quotes received and to be evaluated. Project to be presented to August TC. HC to discuss with contractor lane closures. On TC agenda for approval. Contract with OCU to be signed by TC. Barracuda to initiate construction on October 1<sup>st</sup>, 2019. Shop drawings reviewed by KHA and approved 10/4. AT&T permit review completed on 10/3. Contractor to start construction on 11/06. 60% of sidewalk demolished, water DIP exposed to determine size of tapping sleeve. Dog house structure shop drawing approved by KHA for installation by Barracuda. Project delayed by OC. Barracuda to request a change order for the bonding of the entire project. Original was to bond only for the utility improvements (per Orange County Utilities). 2/3 Project moving forward, slow progress, as expected, due to conflicts with existing underground utilities and water taps. Bacterial testing scheduled for this week. Positive outcome will result in moving forward with removal of existing conflicting water line and begin stormwater system. Ongoing. Contractor submitted changed order for restraining existing 12" water line. KHA has forward this change order for OCU review/approval. Contractor will be laying storm pipes on evening/night shifts. Bacteriological tests completed and FDEP clearances submitted to OCU for signature (Christina Crosby). Once received and approved by FDEP, water main will be operational. Expecting to complete stormwater by the next 2 weeks. Includes removal of existing water main. Clearances approved by FDEP. Remove old water mains and proceed with completion of stormwater improvements. Revised storm box by Barracuda. Asset Management spreadsheet submitted to OC and approved by OC. To be completed by JF and HC by July 20<sup>th</sup>! Striping completed, As-Built to be completed. KHA to prepare RECORD DRAWINGS utilizing as-built information, which will be archived and submitted to the Town. Completed on July 17<sup>th</sup>. Final walk through conducted by SB and HC. HC coordinating with OC on reimbursement to the Town. Completed. CC approved Record Drawings. HC to follow up on reimbursement from the County (\$237K). HC contacted OC on reimbursement – to be per agreement. Have not received reimbursement from Orange County Utilities. 12/7/20 - JF pursue warranty bond from County (Christina Crosby). 1/6/21 Warranty letter received and submitted to OCU. HC to follow up. 2/1/21 HC followed up, OCU has everything they need, still waiting on reimbursement.

21. Sidewalk improvements/repairs (maintenance budget) outside of multi-modal project: 10/18: TC at approved budget. PW to inventory sidewalks and prioritize for repairs. SB to inventory after first of the New Year. Await till February for inventory, work to be done after school is out for summer. No change. SB to inventory existing sidewalks, which will establish the funding needs to improve sidewalks. SB met with sidewalk contractor on project in front of Johnson Park. Contractor to begin sidewalk improvements on Summit and Highland. SB working on sidewalk list. Work in the Manors. Priorities to be established by next month. Sidewalk Repair Inventory prepared and completed by JF/SB. Based on sidewalks that need corrective action to be compliant with ADA. Survey presented in 8 sections with linear



footage for each section for sidewalk repair/improvement. Planned for 2-year capital improvement plan. TM to update CIP based on JF inventory. Awaiting QES update on pavement management plan. SB – met with contractor. Manors will be first location to be addressed then Park Avenue. SB and JF to work on prioritization in developing a sidewalk CIP. CS requested a written CIP for each sidewalk improvement project in order to appraise citizens of project status. SB and JF completed priority map. SB & JF to provide CIP with year and cost. SB has a CIP for review of projected costs over a 5-year period (CIP attached to these minutes). Currently working in the Manors with approximately 75% complete of root-damaged sidewalks and other sidewalks in disrepair (i.e., trip hazards, cracking, etc.). Contractor working at Manors on repairs, removing cracked panels and trip hazards. 2/3 Manors repairs completed, as well as portions on north side of Park Avenue between the Manors and Marquises Court. No new updates. Budgeted money spent for FY. Last project completed for Town Hall. TM needs second year estimated CIP costs of sidewalk improvements. Awaiting budget for sidewalk improvement for next fiscal year. Waiting on budget approval for next FY. 6<sup>th</sup> Avenue is priority project. Projects to be advertised for procurement of construction contracts. Portions of 6<sup>th</sup> Avenue replaced between Lee and Ridgewood due to fallen tree. 1/6/21 6<sup>th</sup> Avenue completed. Need to determine which area for repair is next. [2/1/21 Received proposal to extend construction on 6<sup>th</sup> Avenue from Highland to Ridgewood.](#)

**22. Bessie Street Stormwater Improvements: #2** priority on Stormwater improvements. Continuous maintenance issues and flooding. 10/18: MG to provide scopes. SB provide scopes to TM. On Hold. Awaiting HMGP application review. IPO to be presented at August TC. To be on August 27<sup>th</sup> special meeting agenda. TC provided direction to revise IPO scope for September 10<sup>th</sup> agenda. TM to review revised IPO from KHA. KH to contact OC representative responsible for lake water quality testing. KH to provide responses to IPO comments. Awaiting to complete responses to resident concerns by KHA. TM to review revised. 2/3 IPO revised as requested and moving forward. IPO has been approved. SB and KHA to have kickoff meeting in March. IPO approved by TC. Kickoff meeting conducted between SB and KHA. Design survey and geotechnical services underway. 4/22 field review by KHA. Surveyor to complete this week and move on to Butler Street. KHA received topographic survey. HC working with SB on typical sections. End of June, preliminary concepts to the Town (SB, TM, CS). HC to schedule meeting. Preliminary concept plans to be presented by KHA at scheduled meeting or review and approval before moving to final design. HC coordinating with SB on concept plan. HC to prepare quarterly report. Concept plan ready next week. Community outreach to be conducted in October. Utility proposal from KHA pending (per Master Water Plan). Include Add Alternatives per TM. 12/7/20 Zoom meeting conducted with stakeholders. JF to meet with homeowners regarding project design concept prepared by KHA. IPO to be presented to TC for approval at December meeting. 1/6/21 RFQ due Monday, 1/11 at 5 pm. [2/1/21 Contract for design award with be on 2/9 TC agenda.](#)

**23. Butler Street Stormwater Improvements: #3** Priority on Stormwater improvements: Continuous maintenance issues and flooding. 10/18: MG to provide scopes. SB provide scopes to TM. On Hold. Awaiting HMGP application review. IPO to be presented at August TC. To be on August 27<sup>th</sup> special meeting agenda. TC provided direction to revise IPO scope for September 10<sup>th</sup> agenda. TM to review revised IPO from KHA. KH to contact OC representative responsible for lake water quality testing. KH to provide responses to IPO comments. Awaiting to complete responses to resident concerns by KHA. Awaiting to complete responses to resident concerns by KHA. 2/3 IPO revised as requested and moving forward. IPO



has been approved. SB and KHA to have kickoff meeting in March. IPO approved by TC. Kickoff meeting conducted between SB and KHA. Design survey and geotechnical services underway. Wetlands delineated in Fernwood Park. Design survey to be completed this week and field reviews by KHA forthcoming. KHA received topographic survey. HC working with SB on typical sections. End of June, preliminary concepts to the Town (SB, TM, CS). HC to schedule meeting. Preliminary concept plans to be presented by KHA at scheduled meeting or review and approval before moving to final design. MG to forward HC quarterly reports to be prepared by KHA for the project (HMGP Project # 4337-449-R), Project has been selected for HMGP funding under Hurricane Irma. Concept plan in final review by SB and TM. Concept plan done. Community virtual outreach on 9/16/20 at 6:00 pm. Utility proposal from KHA pending (per Master Water Plan). Include berms and other improvements in Fernwood Park. 12/7/20 - TM and HC met with homeowners. IPO to be presented to TC for approval at December meeting. 1/6/21 RFQ due Monday, 1/11 at 5 pm. [2/1/21 Contract for design award with be on 2/9 TC agenda.](#)

**24. Windermere Pavilion:** – JF coordinating with DBC on site plan. Received two proposals for outdoor pavilion preliminary design (site plan and concept drawing). Presented to TC at April meeting. Meeting on Thursday. JF to follow up with Hunton-Brady. Review rough draft of rendering. Subcommittee revisions to concept plan provided by HB. Meeting scheduled for review on 9/11 at 10:00 am. Hunt-Brady to complete final plan and renderings. JF received updated version of renderings and will distribute to committee. JF awaiting on sketch of interpretation of drop-down roof version of rendering. Providing comments to H-B to complete final plan. One minor comment on the pavilion elevation, addressed by H-B. Expected cost to be between \$400K and \$500K. 2/3 To be run through LRP prior to TC meeting. TC/CS to provide direction moving forward. Received preliminary plans, TC wants to go through DRB and conduct a workshop. CS has been coordinating with BC at Wade-Trim for their review. JF to send information to CS. CS to schedule with TM to discuss pavilion status. Workshop to be scheduled for May 19<sup>th</sup>. JF sent package to CS. DRB approved preliminary plans. Next step is to present to TC in early August meeting (budget meeting). Discussion on funding options and opportunities. Concept approval. Awaiting funding opportunities from Rotary. Rotary trying to come up with funding plan. No changes. Rotary to have a plan. No change. 1/6/21 No change. [2/1/21 Ongoing.](#)

**25. Dirt Main (Rose Property):** Road water not flowing. Stormwater solutions pending (contingent on railroad right-of-way property swap). PW to address. Possible use of Town-owned property north of 10<sup>th</sup> Avenue for stormwater use. On-going. Ongoing. HC submitted proposal to TM and SB for improvements to Dirt Main. SB will work with HC to review possible drainage/road realignment design. HC, CG and SB met on site. Ideas on realigning dirt road. HC to provide scope and fee for engineering services to counter problems. Concerns by residents on stormwater runoff in the area. HC to send scope and fee to SB. Approval of scope – KHA defining drainage basin and preparing concept plan for maintenance work to realign Dirt Main which will address stormwater related issues. 12/7/20 KHA working through their miscellaneous services contract. HC to move forward with dirt road realignment and coordinate with JF regarding location of property corners. 1/6/21 KHA submitted and need to get with property owner. Met with John F in field. KHA to resubmit concept plan addressing John F comments this week. Get property corner surveyed. KHA to coordinate with Duke Energy on distribution pole relocation. [2/1/21 Final concept submitted, KH contacted Duke Energy and](#)

they will require 2-3 months for relocation. Bishman surveyed property corners. Arborist report obtained recommending removal of tree. KH to call Duke Energy to start relocation process. Likely to be done in house.

26. **Pavement Management Plan:** SB working with four (4) professional engineering companies to develop a scope of work and costing for the Town's PMP. The survey/study will evaluate the existing roadway system conditions and provide future recommendations for paving and longevity. SB received no response. Received proposal from QES on budget (\$60,000). On hold for this FY. RFQ slated for next FY (original PMP prepared by QES). SB working on RFQ – pending. SB working on RFQ – next FY. Selection committee to be determined. RFQ is out (TM, JF and Roger Gatlin on selection committee). 12/7/20 Two respondents on RFQ (QES and PDQ). JF, TM, and Roger Gatlin to be on selection committee). 1/6/21 Robert Smith to look at and discuss pushing out selection to possibly April. **2/1/21 Pushing out to fiscal year 2021/2022.**

~~27. **RFQ for Tree Board:** Master services agreement to be prepared by SB. Waiting for input from TB. SB completed RFQ. Awaiting input from TB. No response from TB. TB focusing on Arbor Day. Update to be provided at next TB meeting. SB had discussions with TB. MW to provide scope and fee proposal. TM to coordinate with TB on scheduling for Arbor Day. TB to prepare their own landscape plan. 1/6/21 No update. Robert Smith to have meeting with Susan. 2/1/21 Remove from list.~~

~~28. **Highland Avenue drainage – SB to provide updates. No changes. Completed.**~~

29. **Paving of Dirt Main – IPO signed by TM. Survey scheduled this week. Survey completed. Horizontal and vertical alignment pending. Address large oak tree on northwest quadrant of 2<sup>nd</sup> and Dirt Main (MG and JF reviewing). 12/7/20 HC provided typical section and alignment. 1/6/21 Field meeting with John F conducted. KHA will address comments and resubmit to John F and Robert Smith next week. 2/1/21 HC to finalize and send exhibits to JF and RS.**

30. **Pedestrian Bridge – IPO approved by TC 9/8/20. Survey underway. Elevations to be established. Meeting scheduled week of 11/2/2020. First Zoom meeting to be held 12/7/20. 1/6/21 KH sent Town survey results. Workshop in January with Town Council to decide on type of bridge and colors. Then we can move forward with design. 2/1/21 TC selected Bridge Brothers Bowstring 14-foot width, KH working on getting color palates and height. Will be on February TC. RS asked for appropriation from state.**

31. **Bayshore Drive – Maintenance Issues. MG to prepare conceptual fix to washout of swale pursuant to meeting with SB and JF onsite. MG to contact SFWMD regarding compliance with previously issued Exemption Request. Washouts regraded and sodded (shade tolerant sod). MG provided SB and JF detail of weir wall at end of existing swale. Weir wall construction pending per SB. 12/7/20 Washed out again. TrM to monitor. 1/6/21 Last item is to build weir wall. John F and Travis M to coordinate. 2/1/21 Waiting on contractor price for concrete weir construction.**

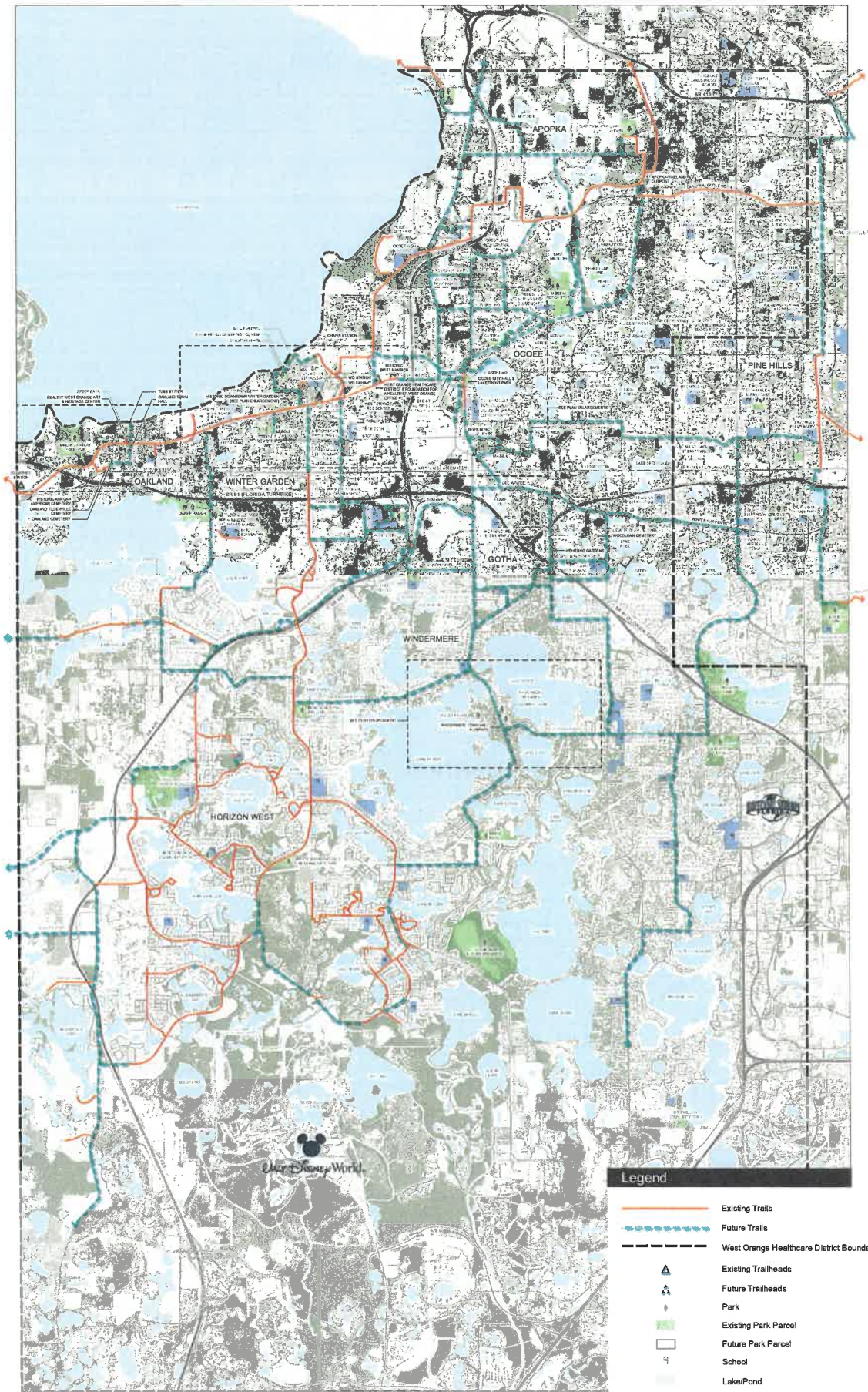
32. **11/20/2 CS recommends looking at published Town standards for streets and roadways, etc. HC recommends ROAD NARROWS signage where roadway contracts from standard Florida**

**Greenbook widths. 12/7/20 CS to coordinate with TC on whether to present to LRP to establish standard roadway widths. 9' lanes currently cited in Town's muni-code. 1/6/21 No update. 2/1/21 Address via in-house maintenance plan to be developed by new Public Works Director.**

Acronyms

ADG: Architect Design Group  
BC: Brad Cornelius (Wade-Trim)  
CIP: Capital Improvement Project  
CE: Code Enforcement  
CS: Chris Sapp, Town Council Liaison  
CP: Claudia Purser, Florida DEM  
DAC: Direct Administrative Cost  
DBC: Downtown Business Committee  
DEM: Division of Emergency Management (State of Florida)  
DG: Douglas Galvan, Florida DEM  
DH: David Hansen, Orange County Environmental Protection Division (EPD)  
EPA: Environmental Protection Agency (Federal)  
FEMA: Federal Emergency Management Agency (Federal)  
FDEP: Florida Department of Environmental Protection (State of Florida)  
FDOT: Florida Department of Transportation (State of Florida)  
FRDAP: Florida Recreation Development Assistance Program (FDEP)  
H-B: Hunton-Brady Architects.  
HC: Hao Chau (Kimley-Horn and Associates)  
HJH: HJ High  
HR: Heather Ramos (Gray-Robinson)  
HMGP: Hazard Mitigation Grant Program (FEMA/Florida DEM)  
IDG: Innovative Design Group  
IPO: Individual Project Order  
JF: John Fitzgibbon, Town of Windermere  
KHA: Kimley-Horn and Associates  
LA: Liz Ardent, Town Council Member  
LAS: Legacy Arborist Services  
LMS: Local Mitigation Strategy (Orange County Office of Emergency Management)  
MD: Mike Demko (Wade Trim)  
MG: Mike Galura (Michael Galura Engineering Consultants)  
MPO: Metropolitan Planning Organization  
MW: Mike Woodward (Kimley-Horn and Associates)  
MS4: Municipal Separate Storm Sewer System (USEPA acronym)  
NOI: Notice of Intent  
NPDES: National Pollutant Discharge Elimination System (EPA/FDEP)  
NW: Nora White, Town of Windermere  
PA: Public Assistance  
PD: Police Department  
PMP: Pavement Management Plan  
PW: Public Works Department  
PDCS: Town Permitting Consultant  
RFP: Request for Proposals  
RFQ: Request for Qualifications  
RR: Railroad  
ROW: Right-of-Way  
SB: ~~Scott Brown, Town of Windermere~~  
SFWMD: South Florida Water Management District  
STAR: State Annual Reporting (DEP)  
SW: Stormwater  
TAC: Transportation Advisory Committee.  
TB: Tree Board  
TC: Town Council  
TM: Town Manager (Robert Smith)  
TOW: Town of Windermere  
**TrM: Travis Mathias, Town of Windermere**  
WBC – Windermere Baptist Church  
WW&D – Windermere Wine & Dine  
WT – Wade-Trim





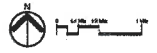
- Legend**
- Existing Trails
  - - - Future Trails
  - West Orange Healthcare District Boundary
  - ▲ Existing Trailheads
  - ▲ Future Trailheads
  - + Park
  - Existing Park Parcel
  - Future Park Parcel
  - + School
  - Lake/Pond

DATE: JANUARY 2021

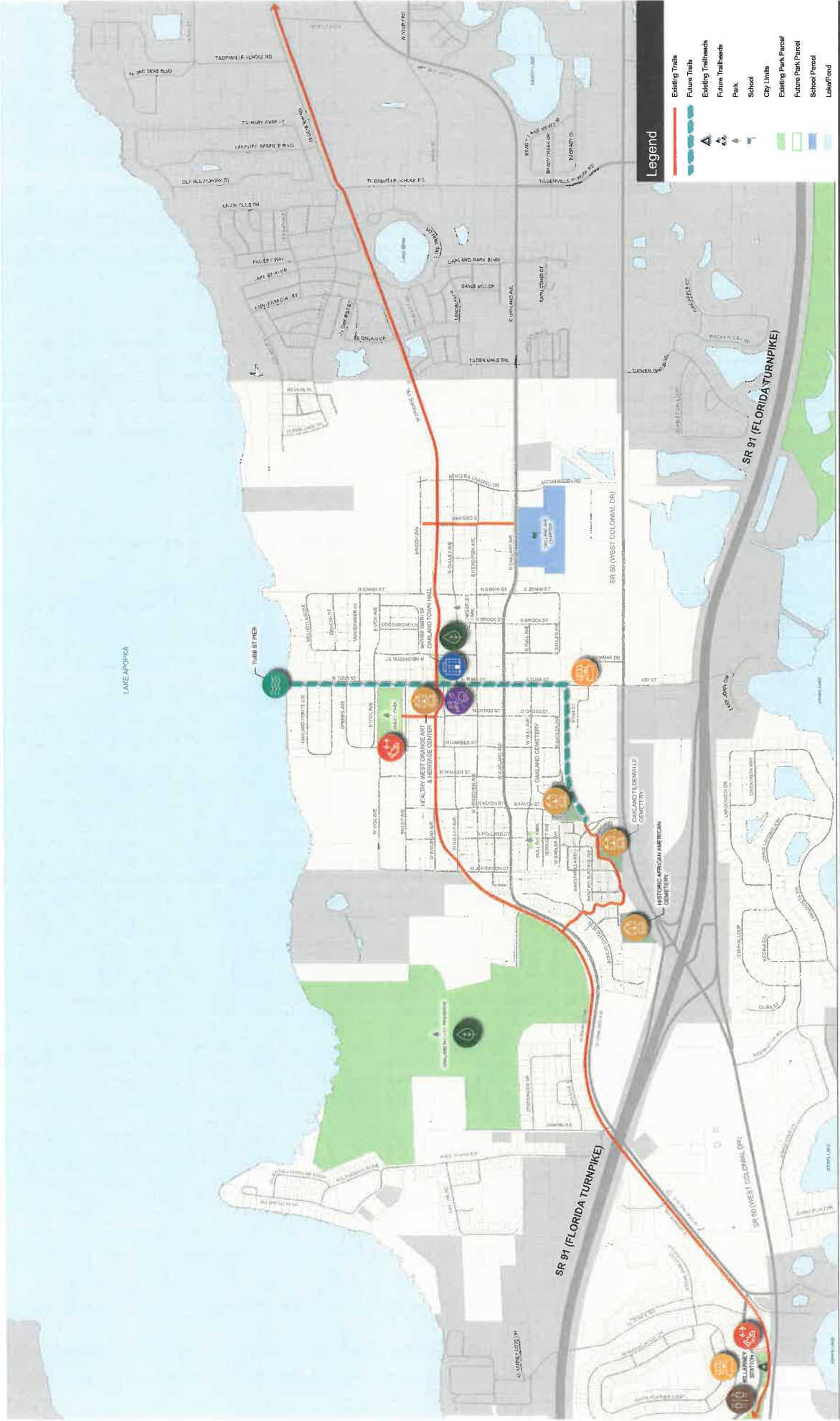


# Healthy West Orange Trails Master Plan (Draft)

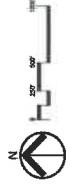
## Existing and Future Trails







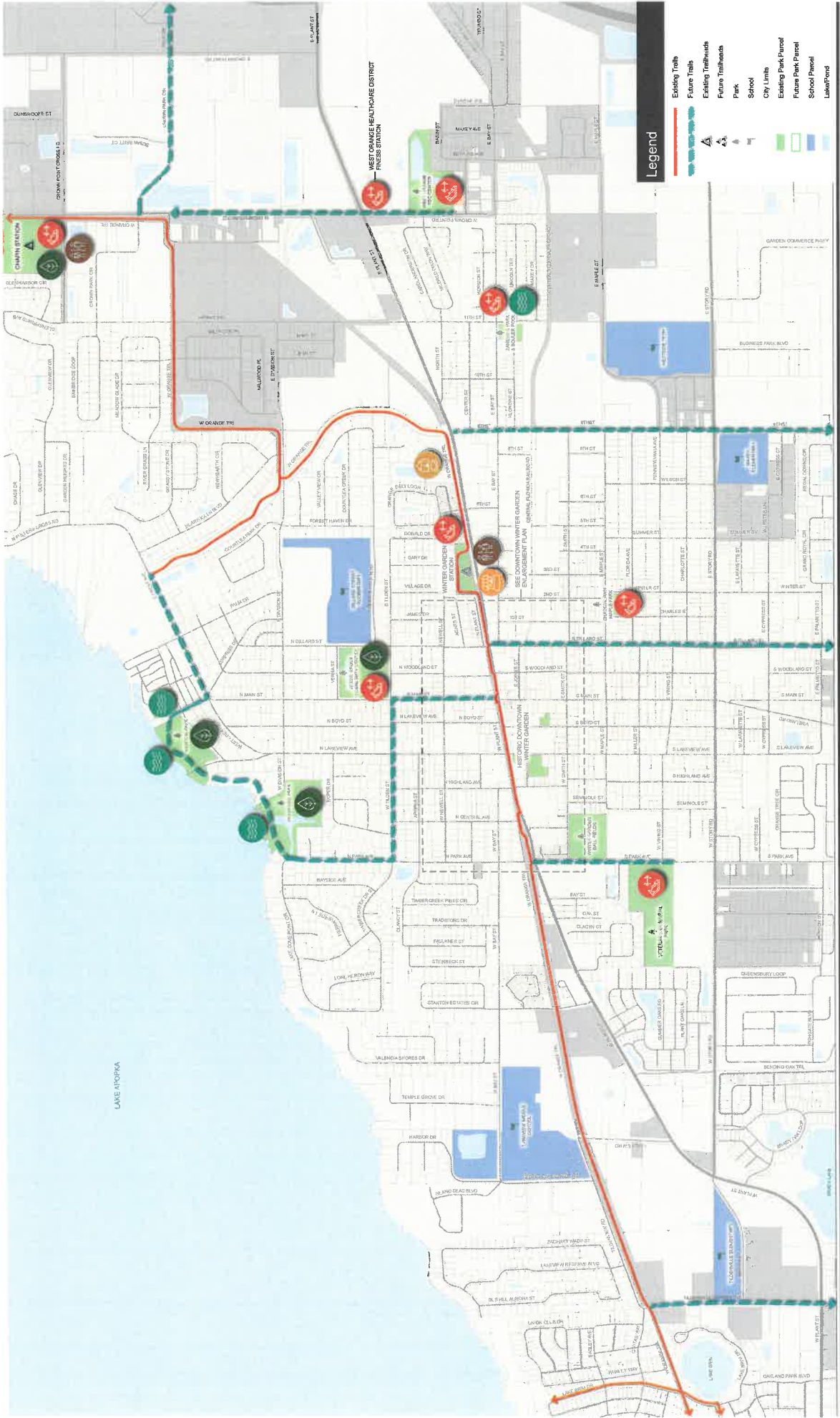
DATE: JANUARY 2021



# Healthy West Orange Trails Master Plan

## Oakland Plan Enlargement





DATE: JANUARY 2021



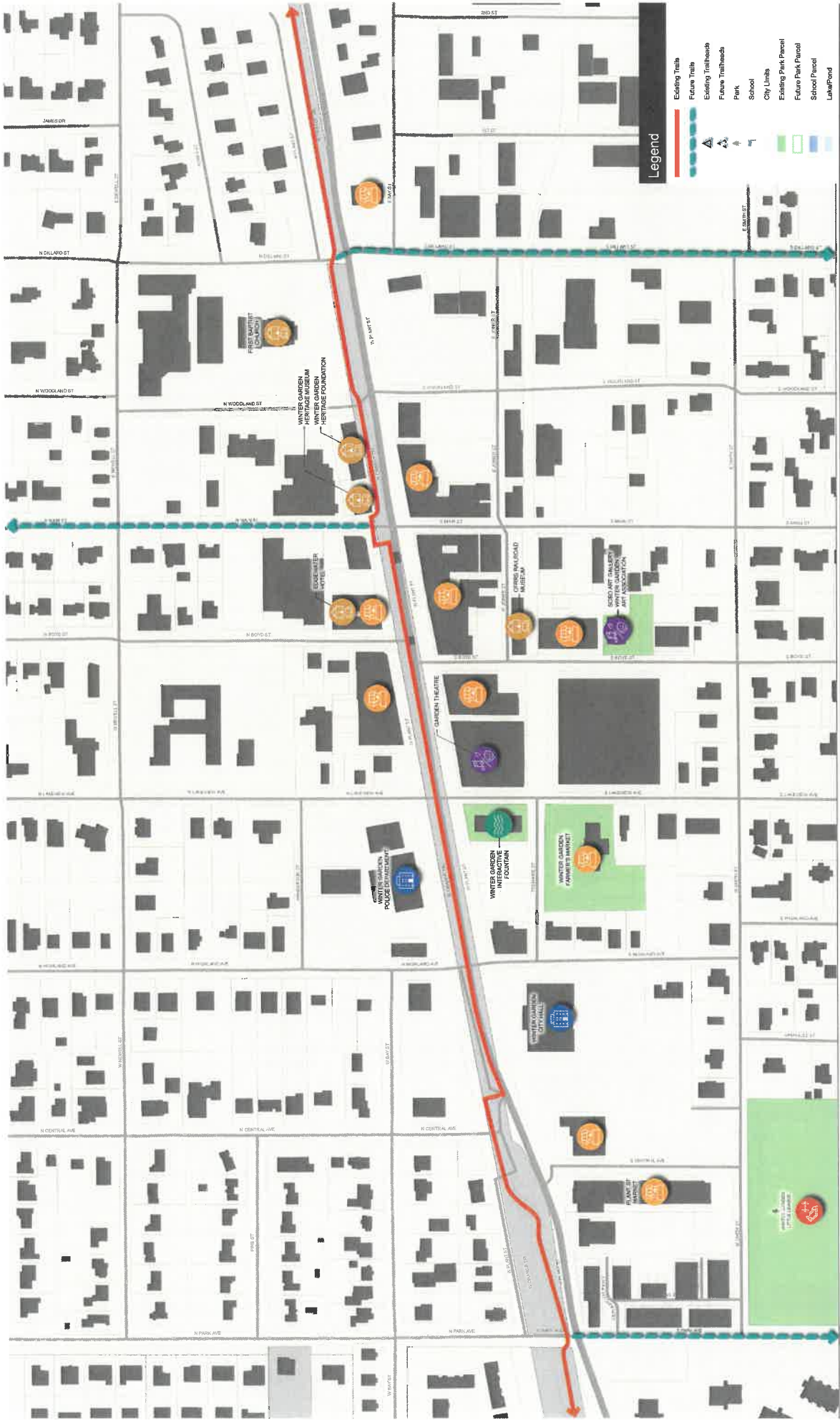
# Healthy West Orange Trails Master Plan

## Winter Garden Plan Enlargement



City of West Orange, Florida



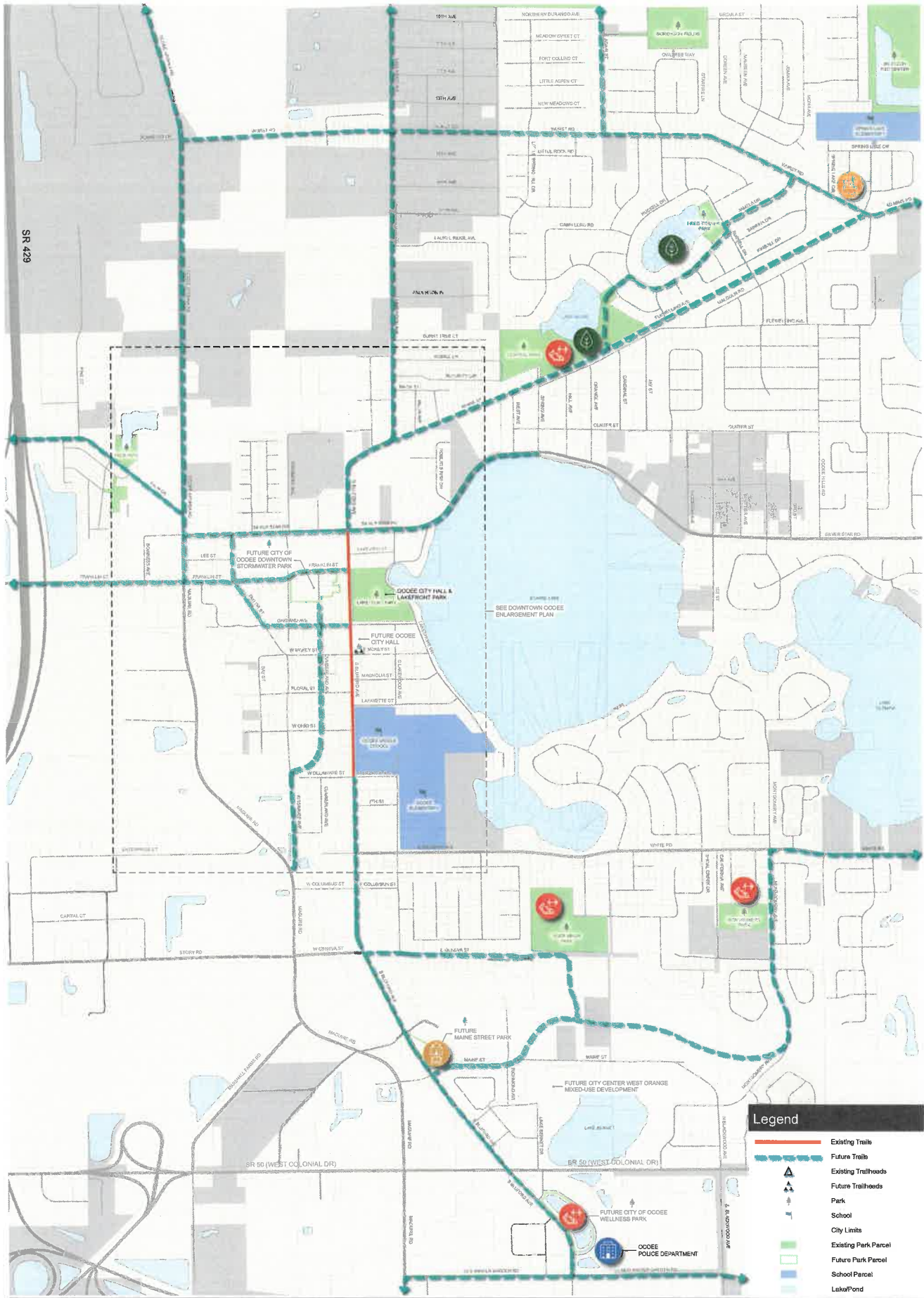


DATE: JANUARY 2021



# Healthy West Orange Trails Master Plan

## Winter Garden Plan Enlargement

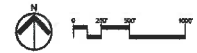


DATE: JANUARY 2011



# HEALTHY WEST ORANGE TRAILS MASTER PLAN

## Ocoee Plan Enlargement







**Legend**

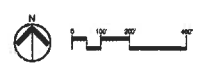
- Existing Trails
- - - Future Trails
- Existing Trailheads
- Future Trailheads
- Park
- School
- City Limits
- Existing Park Parcel
- Future Park Parcel
- School Parcel
- Lake/Pond

DATE: JANUARY 2021



# HEALTHY WEST ORANGE TRAILS MASTER PLAN

## Downtown Ocoee Plan Enlargement





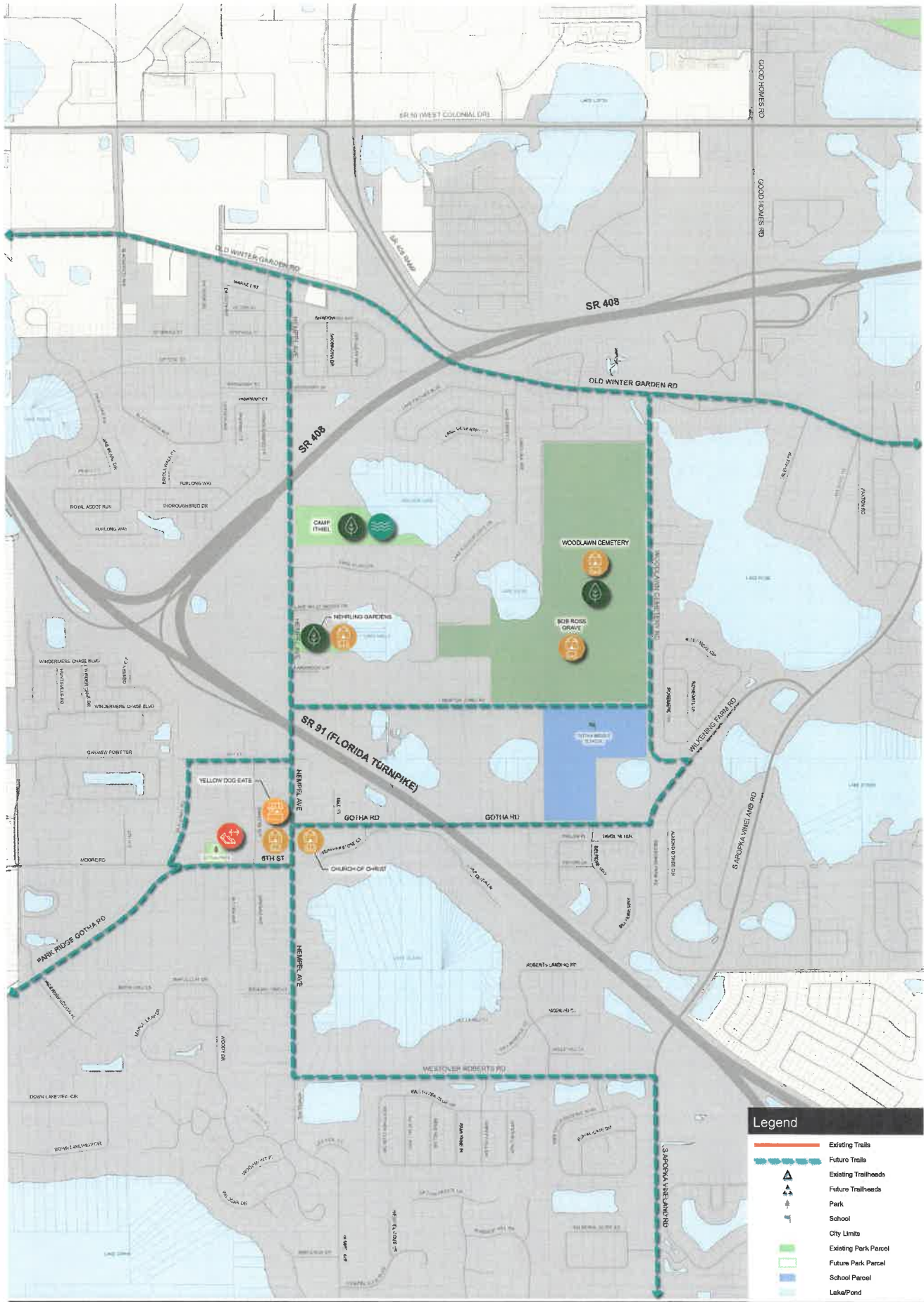


DATE: JANUARY 2021



# Healthy West Orange Trails Master Plan

## Windermere Plan Enlargement

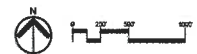


DATE: JANUARY 2021



# HEALTHY WEST ORANGE TRAILS MASTER PLAN

## Gotha Plan Enlargement





## Architects Design Group, Inc.

333 N. Knowles Ave. • Winter Park, Florida 32789  
325 N. St. Paul St., Ste 4250 • Dallas, Texas 75201  
[adg@adgusa.org](mailto:adg@adgusa.org) • [www.adgusa.org](http://www.adgusa.org)

407-647-1706 • Fax 407-645-5525  
469-501-5540 • Fax 407-645-5525

### Field Report

<b>project name:</b>	<b>Town of Windermere Facilities</b>		
<b>date:</b>	<b>01-27-2021</b>	<b>architect's report:</b>	<b>01</b>
<b>weather:</b>	<b>Sunny</b>	<b>project number:</b>	<b>970</b>
<b>Temp. range:</b>	<b>70 degrees</b>	<b>time:</b>	<b>11:00 am</b>
<b>est. % of completion:</b>	<b>1%</b>	<b>report by:</b>	<b>Hector Caraballo</b>
<b>present at site:</b>	<b>Town of Windermere</b> Robert Smith Nora White John Fitzgibbon Stephen Withers		
	<b>HJ High</b> Jay Wahl Greg Wiedenbeck		
	<b>ADG</b> Mickey Pruitt Hector Caraballo		

**Observations:** Duke Energy surveyor on site.

**Sitework:** Conditions around site as documented below:



- Building pad for PD
- Elevation stakes in place
- Foundation lines laid out
- Gravel drive transition



- Building pad for Administration
- Elevation stakes in place
- Foundation lines laid out





- Building pad for Public Works
- Elevation stakes in place
- Foundation lines laid out



- Site trees protected with construction and silt fencing



- Job site and entrances protected by



- fencing
- Equipment and material staged on site



- HJ High construction trailer on South side of site with storage containers and parking area.