

DEERING PARK STEWARDSHIP DISTRICT

May 14, 2024

**BOARD OF SUPERVISORS
REGULAR MEETING
AGENDA**

**DEERING PARK
STEWARDSHIP DISTRICT**

**AGENDA
LETTER**

Deering Park Stewardship District
2300 Glades Road, Suite 410W•Boca Raton, Florida 33431
Phone: (561) 571-0010•Toll-free: (877) 276-0889•Fax: (561) 571-0013

May 7, 2024

Board of Supervisors
Deering Park Stewardship District

ATTENDEES:
Please identify yourself each
time you speak to facilitate
accurate transcription of
meeting minutes.

Dear Board Members:

The Board of Supervisors of the Deering Park Stewardship District will hold a Regular Meeting on May 14, 2024 at 2:00 p.m., in-person at Storch Law Firm, located at 420 S. Nova Road, Daytona Beach, Florida 32114 and via Teams Meeting ID: 272 805 810 132 Passcode: jypt6T (see link below). The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Consideration of Resolution 2024-05, Approving a Proposed Budget for Fiscal Year 2024/2025 and Setting a Public Hearing Thereon Pursuant to Florida Law; Addressing Transmittal, Posting and Publication Requirements; Addressing Severability; and Providing an Effective Date
4. Consideration of Resolution 2024-06, Designating Dates, Times and Location for Regular Meetings of the Board of Supervisors of the District for Fiscal Year 2024/2025 and Providing for an effective Date
5. Consideration of Resolution 2024-07, Ratifying the Actions of the District Manager in Redesignating the Date and Time for Landowners' Meeting; Providing for Publication, Providing for an Effective Date
6. Authorization of Edgewater Wetland Park RFQ for Design-Build Services
 - Approval of Evaluation Criteria
 - Approval of Evaluation Committee
7. Project Updates
 - A. Edgewater Wetland Park
 - B. SR 442/I-95
 - C. Deering Trail

8. Acceptance of Unaudited Financial Statements as of March 31, 2024
9. Approval of April 9, 2024 Regular Meeting Minutes
10. Staff Reports
 - A. District Counsel: *Kutak Rock LLP*
 - B. District Engineer: *England-Thims & Miller, Inc.*
 - C. District Manager: *Wrathell, Hunt and Associates, LLC*
 - Required Ethics Training and Form 1 Disclosure Filing
 - NEXT MEETING DATE: June 11, 2024 at 2:00 PM

○ QUORUM CHECK

SEAT 1	ROBBIE LEE	☐	IN PERSON	☐	PHONE	☐	NO
SEAT 2	WILLIAM FIFE	☐	IN PERSON	☐	PHONE	☐	NO
SEAT 3	GLENN STORCH	☐	IN PERSON	☐	PHONE	☐	NO
SEAT 4	JAMES BOYD	☐	IN PERSON	☐	PHONE	☐	NO
SEAT 5	JOEY POSEY	☐	IN PERSON	☐	PHONE	☐	NO

11. Board Members' Comments/Requests
12. Public Comments
13. Adjournment

Should have any questions or concerns, please do not hesitate to contact me directly at (561) 346-5294 or Andrew Kantarzhi at (415) 516-2161.

Sincerely,


Cindy Cerbone

District Manager

FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE

CALL-IN NUMBER: 1-888-354-0094

PARTICIPANT CODE: 867 327 4756

TEAMS MEETING ID: 272 805 810 132

PASSCODE: ALDD jypt6T

LINK:

https://teams.microsoft.com/l/meetup-join/19%3ameeting_ZmM5NDI2Y2YtNTY2Ni00NGI4LThIMjEtN2FmNGQ1YTQ1ZmMy%40thread.v2/0?context=%7b%22Tid%22%3a%2294348502-fda0-4a80-8edb-52bd87fa537b%22%2c%22Oid%22%3a%2250b37528-b730-4578-8935-dc90866a9569%22%7d

**DEERING PARK
STEWARDSHIP DISTRICT**

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RESOLUTION 2024-05

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE DEERING PARK STEWARDSHIP DISTRICT APPROVING A PROPOSED BUDGET FOR FISCAL YEAR 2024/2025 AND SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW; ADDRESSING TRANSMITTAL, POSTING AND PUBLICATION REQUIREMENTS; ADDRESSING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has heretofore prepared and submitted to the Board of Supervisors ("Board") of the Deering Park Stewardship District ("District") a proposed budget ("Proposed Budget") for the fiscal year beginning October 1, 2024 and ending September 30, 2025 ("Fiscal Year 2024/2025"); and

WHEREAS, the Board has considered the Proposed Budget and desires to set the required public hearing thereon.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE DEERING PARK STEWARDSHIP DISTRICT:

SECTION 1. APPROVAL OF PROPOSED BUDGET. The Proposed Budget prepared by the District Manager for Fiscal Year 2024/2025 attached hereto as **Exhibit A** is hereby approved as the basis for conducting a public hearing to adopt said Proposed Budget.

SECTION 2. SETTING A PUBLIC HEARING. A public hearing on said approved Proposed Budget is hereby declared and set for the following date, hour and location:

DATE: _____

HOUR: 2:00 PM

LOCATION: Storch Law Firm
420 S. Nova Road
Daytona Beach, Florida 32114

SECTION 3. TRANSMITTAL OF PROPOSED BUDGET TO LOCAL GENERAL PURPOSE GOVERNMENT. The District Manager is hereby directed to submit a copy of the Proposed Budget to the City of Edgewater, Brevard County and Volusia County at least 60 days prior to the hearing set above.

SECTION 4. POSTING OF PROPOSED BUDGET. In accordance with Section 189.016, *Florida Statutes*, the District's Secretary is further directed to post the approved Proposed Budget on the District's website at least two days before the budget hearing date as set forth in Section 2, and shall remain on the website for at least 45 days.

SECTION 5. PUBLICATION OF NOTICE. Notice of this public hearing shall be published in the manner prescribed in Florida law.

SECTION 6. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

SECTION 7. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 14th of May, 2024.

Attest:

DEERING PARK STEWARDSHIP DISTRICT

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A: Proposed Budget

Exhibit A: Proposed Budget

**DEERING PARK
STEWARDSHIP DISTRICT
FISCAL YEAR 2025
PROPOSED BUDGET**

**DEERING PARK
STEWARDSHIP DISTRICT
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**DEERING PARK
STEWARDSHIP DISTRICT
GENERAL FUND BUDGET
FISCAL YEAR 2025**

	Fiscal Year 2024				Proposed Budget FY2025
	Adopted Budget FY2024	Actual through 2/29/24	Projected through 9/30/2024	Total Actual & Projected	
REVENUES					
Landowner contributions	\$126,421	\$ 14,094	\$106,313	\$ 120,407	\$176,508
Total revenues	126,421	14,094	106,313	120,407	176,508
EXPENDITURES					
Professional & administration					
Supervisors	12,918	-	12,918	12,918	12,918
Management/accounting/recording ²	48,000	10,000	38,000	48,000	48,000
Legal	30,000	1,525	28,475	30,000	30,000
Engineering	3,500	-	3,500	3,500	3,500
Audit	3,075	-	3,075	3,075	3,075
Arbitrage rebate calculation ¹	750	-	750	750	750
Dissemination agent ¹	1,000	-	1,000	1,000	1,000
Trustee ¹	6,500	-	-	-	6,500
EMMA software service ¹	-	-	-	-	1,500
Debt service fund accounting: master bonds ¹	5,500	-	5,500	5,500	7,500
Postage	500	20	480	500	500
Printing and binding	500	209	291	500	500
Legal advertising	6,500	1,922	4,578	6,500	6,500
Annual district filing fee	175	175	-	175	175
Insurance - GL, POL	5,913	5,590	-	5,590	6,200
Miscellaneous- bank charges	675	178	497	675	675
Website:					
Hosting & updates	705	705	-	705	705
ADA compliance	210	-	210	210	210
Total professional & admin	126,421	20,324	99,274	119,598	\$130,208
Field operations					
Landscape & irrigation maintenance	-	-	-	-	25,000
Pond maintenance	-	-	-	-	14,000
Fountain maintenance	-	-	-	-	800
Pressure washing	-	-	-	-	2,500
Electricity	-	-	-	-	4,000
Field operations - Edgewater Wetland Park					
Miscellaneous	-	-	-	-	-
Field operations - SR 442/I-95					
Miscellaneous	-	-	-	-	-
Field operations - Deering Trail					
Miscellaneous	-	-	-	-	-
Total field operations	-	-	-	-	46,300
Total expenditures	126,421	20,324	99,274	119,598	176,508
Net increase/(decrease) of fund balance	-	(6,230)	7,039	809	-
Fund balance - beginning (unaudited)	-	(809)	(7,039)	(809)	-
Fund balance - ending (projected)	\$ -	\$ (7,039)	\$ -	\$ -	\$ -

¹These items will be realized when bonds are issued.

²The \$2k monthly fee represents the charge for a semi-dormant District. Once bonds are issued this fee will revert to \$4k per month.

**DEERING PARK
STEWARDSHIP DISTRICT
DEFINITIONS OF GENERAL FUND EXPENDITURES**

EXPENDITURES

Professional & administration

Supervisors	\$ 12,918
Supervisors pay is statutorily set at \$200 , per Supervisor, (plus applicable taxes) for each meeting of the Board of Supervisors not to exceed \$4,800, per Supervisor, for each fiscal year. It is anticipated the Board will meet 9 times a year.	
Management/recording/accounting ²	48,000
Wrathell, Hunt and Associates, LLC specializes in managing special districts in the State of Florida by combining the knowledge, skills and experience of a team of professionals to ensure compliance with all governmental requirements of the District, develops financing programs, administers the issuance of tax exempt bond financings and operates and maintains the assets of the District.	
Legal	30,000
Kutak Rock, LLP will provide legal representation for issues relating to public finance, public bidding, rulemaking, open meetings, public records, real property dedications, conveyances and contracts.	
Engineering	3,500
The District engineer will provide engineering, consulting and construction services to the District while crafting solutions with sustainability for the long-term interests of the community while recognizing the needs of government, the environment and maintenance of the District's facilities.	
Audit	3,075
The District is required to undertake an independent examination of its books, records and accounting procedures each year. This audit is conducted pursuant to Florida State Law and the Rules of the Auditor General.	
Arbitrage rebate calculation	750
To ensure the District's compliance with all tax regulations, annual computations are necessary to calculate the arbitrage rebate liability.	
Dissemination agent ¹	1,000
The District must annually disseminate financial information in order to comply with the requirements of Rule 15c2-12 under the Securities & Exchange Act of 1934.	
Trustee (related to master bonds)	6,500
Annual fees paid for services provided as trustee, paying agent and registrar.	
EMMA software service	1,500
Debt service fund accounting: master bonds ¹	7,500
Postage	500
Mailing agenda packages, overnight deliveries, correspondence, etc.	
Printing and binding	500
Legal advertising	6,500
The District advertises for monthly meetings, special meetings, public hearings, public bids, etc.	
Annual district filing fee	175
Annual fee paid to the Florida Department of Economic Opportunity.	
Insurance - GL, POL	6,200
Miscellaneous- bank charges	675

**DEERING PARK
STEWARDSHIP DISTRICT
DEFINITIONS OF GENERAL FUND EXPENDITURES**

Hosting & updates	705
ADA compliance	210
Field operations	
Landscape & irrigation maintenance	25,000
Pond maintenance	14,000
Fountain maintenance	800
Pressure washing	2,500
Electricity	4,000
Field operations - Edgewater Wetland Park	
Miscellaneous	-
Field operations - SR 442/I-95	
Miscellaneous	-
Field operations - Deering Trail	
Miscellaneous	-
Total field operations	<u>46,300</u>
Total expenditures	<u>\$ 176,508</u>

¹These items will be realized when bonds are issued.

²The \$2k monthly fee represents the charge for a semi-dormant SD. Once bonds are issued this fee will revert back to \$4k per month.

**DEERING PARK
STEWARDSHIP DISTRICT**

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RESOLUTION 2024-06

**A RESOLUTION OF THE DEERING PARK STEWARDSHIP DISTRICT
DESIGNATING DATES, TIMES AND LOCATION FOR REGULAR
MEETINGS OF THE BOARD OF SUPERVISORS OF THE DISTRICT
FOR FISCAL YEAR 2024/2025 AND PROVIDING FOR AN EFFECTIVE
DATE**

WHEREAS, the Deering Park Stewardship District (“District”) is a local unit of special-purpose government created and existing pursuant to Chapter 2017-206, Laws of Florida (“Act”) and Chapter 189, *Florida Statutes*, being situated entirely within the City of Edgewater, Brevard County and Volusia County, Florida; and

WHEREAS, the Board of Supervisors of the District (“Board”) is statutorily authorized to exercise the powers granted to the District; and

WHEREAS, all meetings of the Board shall be open to the public and governed by the provisions of Chapter 286, *Florida Statutes*; and

WHEREAS, the Board is statutorily required to file annually, with the local governing authority and the Florida Department of Economic Opportunity, a schedule of its regular meetings.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF
SUPERVISORS OF THE DEERING PARK STEWARDSHIP DISTRICT:**

SECTION 1. ADOPTING REGULAR MEETING SCHEDULE. Regular meetings of the District’s Board shall be held during Fiscal Year 2024/2025 as provided on the schedule attached hereto as **Exhibit A**.

SECTION 2. FILING REQUIREMENT. In accordance with Section 189.015(1), *Florida Statutes*, the District’s Secretary is hereby directed to file a schedule of the District’s regular meetings annually with the City of Edgewater, Brevard County, Volusia County and the Florida Department of Economic Opportunity.

SECTION 3. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 14th day of May, 2024.

Attest:

DEERING PARK STEWARDSHIP DISTRICT

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A

DEERING PARK STEWARDSHIP DISTRICT		
BOARD OF SUPERVISORS FISCAL YEAR 2024/2025 MEETING SCHEDULE		
LOCATION		
<i>Storch Law Firm, 420 S. Nova Road, Daytona Beach, Florida 32114</i>		
DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 8, 2024	Regular Meeting	2:00 PM
November 5, 2024	Landowners' Meeting	1:00 PM
November 12, 2024	Regular Meeting	2:00 PM
December 10, 2024	Regular Meeting	2:00 PM
January 14, 2025	Regular Meeting	2:00 PM
February 11, 2025	Regular Meeting	2:00 PM
March 11, 2025	Regular Meeting	2:00 PM
April 8, 2025	Regular Meeting	2:00 PM
May 13, 2025	Regular Meeting	2:00 PM
June 10, 2025	Regular Meeting	2:00 PM
July 8, 2025	Regular Meeting	2:00 PM
August 12, 2025	Regular Meeting	2:00 PM
September 9, 2025	Regular Meeting	2:00 PM

**DEERING PARK
STEWARDSHIP DISTRICT**

5

RESOLUTION 2024-07

A RESOLUTION OF THE BOARD OF SUPERVISORS OF DEERING PARK STEWARDSHIP DISTRICT RATIFYING THE ACTIONS OF THE DISTRICT MANAGER IN REDESIGNATING THE DATE AND TIME FOR LANDOWNERS' MEETING; PROVIDING FOR PUBLICATION, PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Deering Park Stewardship District ("District") is a local unit of special-purpose government created and existing pursuant to Chapter 2020-197, Laws of Florida, located in Brevard County, Volusia County and the City of Edgewater, Florida; and

WHEREAS, the District's Board of Supervisors (the "Board") previously adopted Resolution 2024-02, Designating a Date, Time and Location for Landowners' Meeting and Election; Providing for Publication; Establishing Forms for the Landowner Election; and Providing for Severability and an Effective Date [SEATS 1, 2 & 3]; and

WHEREAS, the Board desires to ratify its actions in redesignating the date and time of the Landowners' Meeting and the District Manager's action in providing the required notice landowners' meeting and election, proxy, ballot form and instructions, attached hereto as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF DEERING PARK STEWARDSHIP DISTRICT:

SECTION 1. The actions of the District Manager in redesignating the date and time of the Landowners' Meeting and providing the notice are hereby ratified. Resolution 2024-02 is hereby amended to reflect that the date and time of Landowners' Meeting as declared in Resolution 2024-02 is redesignated to 1:00 p.m., on November 5, 2024 at Storm Law Firm, 420 S. Nova Road, Daytona Beach, Florida 32114.

SECTION 2. Except as otherwise provided herein, all of the provisions of Resolution 2024-02 continue in full force and effect.

SECTION 3. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED THIS 14TH DAY OF MAY, 2024.

ATTEST:

DEERING PARK STEWARDSHIP DISTRICT

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A

**NOTICE OF LANDOWNERS' MEETING AND ELECTION AND MEETING OF THE BOARD OF
SUPERVISORS OF THE DEERING PARK STEWARDSHIP DISTRICT**

Notice is hereby given to the public and all landowners within Deering Park Stewardship District (the **"District"**) the location of which is generally described as comprising a parcel or parcels of land containing approximately 64,135 acres, in Brevard County, Volusia County and the City of Edgewater, Florida, advising that a meeting of landowners will be held for the purpose of electing three (3) persons to the District Board of Supervisors. [Immediately following the landowners' meeting there will be convened a meeting of the Board of Supervisors for the purpose of considering certain matters of the Board to include election of certain District officers, and other such business which may properly come before the Board.]

DATE: November 5, 2024

TIME: 1:00 p.m.

PLACE: Storm Law Firm
420 S. Nova Road
Daytona Beach, Florida 32114

Each landowner may vote in person or by written proxy. Proxy forms may be obtained upon request at the office of the District Manager, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, (561) 571-0010 ("District Manager's Office"). At said meeting each landowner or his or her proxy shall be entitled to nominate persons for the position of Supervisor and cast one vote per acre of land, or fractional portion thereof, owned by him or her and located within the District for each person to be elected to the position of Supervisor. A fraction of an acre shall be treated as one acre, entitling the landowner to one vote with respect thereto. Platted lots shall be counted individually and rounded up to the nearest whole acre. The acreage of platted lots shall not be aggregated for determining the number of voting units held by a landowner or a landowner's proxy. At the landowners' meeting the landowners shall select a person to serve as the meeting chair and who shall conduct the meeting.

The landowners' meeting and the Board of Supervisors meeting are open to the public and will be conducted in accordance with the provisions of Florida law. One or both of the meetings may be continued to a date, time, and place to be specified on the record at such meeting. A copy of the agenda for these meetings may be obtained from the District Manager's Office. There may be an occasion where one or more supervisors will participate by telephone.

Any person requiring special accommodations to participate in these meetings is asked to contact the District Manager's Office at least 48 hours before the hearing. If you are hearing or speech impaired, please contact the Florida Relay Service at (800) 955-8770 for aid in contacting the District Office.

A person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that such person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which the appeal is to be based.

District Manager
Run Date(s): _____ & _____

PUBLISH: ONCE A WEEK FOR 2 CONSECUTIVE WEEKS, THE LAST DAY OF PUBLICATION TO BE NOT FEWER THAN 14 DAYS OR MORE THAN 28 DAYS BEFORE THE DATE OF ELECTION, IN A NEWSPAPER WHICH IS IN GENERAL CIRCULATION IN THE AREA OF THE DISTRICT

**INSTRUCTIONS RELATING TO LANDOWNERS' MEETING OF
DEERING PARK STEWARDSHIP DISTRICT
FOR THE ELECTION OF SUPERVISORS**

DATE OF LANDOWNERS' MEETING: **November 5, 2024**

TIME: **1:00 p.m.**

LOCATION: **Storm Law Firm
420 S. Nova Road
Daytona Beach, Florida 32114**

Pursuant to Chapter 2020-197(5)(2), Laws of Florida, after the Deering Park Stewardship District ("District") has been established and the landowners have held their initial election, there shall be a subsequent landowners' meeting for the purpose of electing members of the Board of Supervisors every two years until the District qualifies to have its board members elected by the qualified electors of the district. The following instructions on how all landowners may participate in the election is intended to comply with Chapter 2020-197(5)(2)(b), Laws of Florida.

A landowner may vote in person at the landowners' meeting, or the landowner may nominate a proxy holder to vote at the meeting in place of the landowner. Whether in person or by proxy, each landowner shall be entitled to cast one vote per acre of land owned by him or her and located within the District, for each position on the Board that is open for election for the upcoming term. A fraction of an acre shall be treated as one (1) acre, entitling the landowner to one vote with respect thereto. For purposes of determining voting interests, platted lots shall be counted individually and rounded up to the nearest whole acre. Moreover, please note that a particular parcel of real property is entitled to only one vote for each eligible acre of land or fraction thereof; therefore, two or more people who own real property in common, that is one acre or less, are together entitled to only one vote for that real property.

At the landowners' meeting, the first step is to elect a chair for the meeting, who may be any person present at the meeting. The landowners shall also elect a secretary for the meeting who may be any person present at the meeting. The secretary shall be responsible for the minutes of the meeting. The chair shall conduct the nominations and the voting. If the chair is a landowner or proxy holder of a landowner, he or she may nominate candidates and make and second motions. Candidates must be nominated and then shall be elected by a vote of the landowners. Nominees may be elected only to a position on the Board that is open for election for the upcoming term.

This year, three (3) seats on the Board will be up for election by landowners. The two candidates receiving the highest number of votes shall be elected for a term of four (4) years. The candidate receiving the next highest number of votes shall be elected for a term of two (2) years. The term of office for each successful candidate shall commence upon election.

A proxy is available upon request. To be valid, each proxy must be signed by one of the legal owners of the property for which the vote is cast and must contain the typed or printed name of the individual who signed the proxy; the street address, legal description of the property or tax parcel identification number; and the number of authorized votes. If the proxy authorizes more than one vote, each property must be listed and the number of acres of each property must be included. The signature on a proxy does not need to be notarized.

**LANDOWNER PROXY
DEERING PARK STEWARDSHIP DISTRICT
VOLUSIA AND BREVARD COUNTIES, FLORIDA
LANDOWNERS' MEETING – NOVEMBER 5, 2024**

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, the fee simple owner of the lands described herein, hereby constitutes and appoints _____ ("**Proxy Holder**") for and on behalf of the undersigned, to vote as proxy at the meeting of the landowners of the Deering Park Stewardship District to be held at Storm Law Firm, 420 S. Nova Road, Daytona Beach, Florida 32114 on November 5, 2024, at 1:00 p.m., and at any adjournments thereof, according to the number of acres of unplatted land and/or platted lots owned by the undersigned landowner that the undersigned would be entitled to vote if then personally present, upon any question, proposition, or resolution or any other matter or thing that may be considered at said meeting including, but not limited to, the election of members of the Board of Supervisors. Said Proxy Holder may vote in accordance with his or her discretion on all matters not known or determined at the time of solicitation of this proxy, which may legally be considered at said meeting.

Any proxy heretofore given by the undersigned for said meeting is hereby revoked. This proxy is to continue in full force and effect from the date hereof until the conclusion of the landowners' meeting and any adjournment or adjournments thereof, but may be revoked at any time by written notice of such revocation presented at the landowners' meeting prior to the Proxy Holder's exercising the voting rights conferred herein.

Printed Name of Legal Owner

By: _____
Title: _____

Date

<u>Parcel Description</u>	<u>Acreage</u>	<u>Authorized Votes</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

[Insert above the street address of each parcel, the legal description of each parcel, or the tax identification number of each parcel. If more space is needed, identification of parcels owned may be incorporated by reference to an attachment hereto.]

Total Number of Authorized Votes: _____

NOTES: * Pursuant to Chapter 2020-197(5)(2)(b), Laws of Florida, a fraction of an acre is treated as one (1) acre entitling the landowner to one vote with respect thereto. Moreover, two (2) or more persons who own real property in common that is one acre or less are together entitled to only one vote for that real property.

If the fee simple landowner is not an individual, and is instead a corporation, limited liability company, limited partnership or other entity, evidence that the individual signing on behalf of the entity has the authority to do so should be attached hereto (e.g., bylaws, corporate resolution, etc.).

OFFICIAL BALLOT
DEERING PARK STEWARDSHIP DISTRICT
VOLUSIA AND BREVARD COUNTIES, FLORIDA
LANDOWNERS' MEETING – NOVEMBER 5, 2024

For Election (3 Supervisors): The two candidates receiving the highest number of votes shall be elected for a term of four (4) years. The candidate receiving the next highest number of votes shall be elected for a term of two (2) years. The term of office for each successful candidate shall commence upon election.

The undersigned certifies that he/she/it is the fee simple owner of land, or the proxy holder for the fee simple owner of land, located within the Deering Park Stewardship District and described as follows:

<u>Description</u>	<u>Acreage</u>
_____	_____
_____	_____
_____	_____

[Insert above the street address of each parcel, the legal description of each parcel, or the tax identification number of each parcel.] [If more space is needed, identification of parcels owned may be incorporated by reference to an attachment hereto.]

or

Attach Proxy.

I, _____, as Landowner, or as the proxy holder of _____
_____ (Landowner) pursuant to the Landowner's Proxy attached hereto,
do cast my votes as follows:

SEAT NUMBER	NAME OF CANDIDATE	NUMBER OF VOTES
1		
2		
3		

Date: _____

Signed: _____

Printed Name: _____

**DEERING PARK
STEWARDSHIP DISTRICT**

6

Solicitation No. 2024-001

Issue Date: May 20, 2024

Due Date @ 12:00 pm: June 25, 2024

**Request for Statement of Qualifications (RFQ)
for Design-Builder for the Edgewater Wetland
Park Project**

***Deering Park Stewardship
District
2300 Glades Road, #410W
Boca Raton, FL 33431***

RFQ for Design-Builder for the Edgewater Wetland Park Project

1.0 PURPOSE.

Deering Park Stewardship District (DPSD or District or Owner) is seeking to award a contract for Design Build services for the Edgewater Wetland Park Project. Accordingly, this RFQ (also referred to herein as "Solicitation") has been issued by the DPSD.

DPSD is creating a groundwater recharge wetland that will receive between 0.7 and 3 million gallons per day (MGD) of reclaimed water (RCW) from the City of Edgewater's Wastewater Treatment Facility (WWTF). Future phases of the project may increase the recharge capacity of the site to 5 MGD. The wetland system will be created on a 50-acre site that is currently well-drained upland. The project will increase the beneficial reuse capacity of the WWTF and provide aquifer recharge, while also diverting outflows away from the Mosquito Lagoon. The intent is to design the wetland system to also serve as a nature park. DPSD will manage the construction of the project, and following completion, the City of Edgewater will be responsible for operation of the system and management of public access.

The project is being funded with an Indian River Water Quality Improvement Grant from the Florida Department of Environmental Protection (FDEP). The State will fund 100 percent of the project cost, while the landowner, Farmton North LLC, will provide the land for the project site as an in-kind contribution. The sample agreement, *Agreement between District and Design Builder for Design Build*, will be the basis of negotiation for this project (Attachment D). The terms and conditions in the FDEP grant agreement apply to this project and its provisions will be incorporated into the sample agreement during negotiations (Attachment E).

2.0 DPSD and CITY OF EDGEWATER – WATER/WASTEWATER INTRODUCTION.

DPSD is a local unit of special-purpose government located in the City of Edgewater, Brevard County, and Volusia County, which includes the soon-to-be communities of Deering Park Center, Deering Park North and others. DPSD has authority to construct and maintain certain public infrastructure improvements and services within the District boundaries. DPSD is governed by a District Board of Supervisors, which consists of five members. The City of Edgewater operates a utility system which provides the corporate limits of the City with water, reclaimed water, and sewer services. The City is governed by the City Council, consisting of five members: four commissioners and a mayor.

The City of Edgewater WWTF has an advanced water treatment (AWT) capacity of 2.75 million gallons per day (MGD) annual average daily flow (AADF). Currently, the City of Edgewater WWTF's treated effluent is either sent into their reclaimed water system to be used for local irrigation or discharged into the nearby Mosquito Lagoon, which connects to the Indian River Lagoon. DPSD plans to connect the new communities of Deering Park Center, Deering Park North, and others to the City's utility system, and the City's reclaimed water outflows would increase due to the increase in connected households. Thus, DPSD has proposed this wetland park project as a means to avoid increased loads being delivered to the Mosquito Lagoon.

3.0 PROJECT BACKGROUND.

The ecological health of the Indian River Lagoon (IRL) has suffered over the last two decades, primarily due to high levels of total nitrogen (TN) and total phosphorus (TP) in its waters. When excessive amounts of TN and TP are present in an aquatic environment, they cause harmful algal blooms which in turn deplete the waters of oxygen, thus potentially killing fish and other aquatic species. Although the exact sources of these excess nutrients are difficult to track,

recent legislation passed by the Florida Legislature has targeted WWTFs that discharge into water bodies. Specifically, Senate Bill 64 (SB64) states that:

By November 1, 2021, domestic wastewater utilities that dispose of effluent, reclaimed water, or reuse water by surface water discharge shall submit to the department for review and approval of a plan for eliminating nonbeneficial surface water discharge by January 1, 2032, subject to the requirements of this section.

The City of Edgewater operates a WWTF that generates reclaimed water at an average daily rate of 1.101 MGD, treated to higher AWT standards, with limits of 1 mg/L TP and 3 mg/L TN. The reclaimed water is used for irrigation in new residential communities, on active recreational fields and medians of major roadways, with varying demand primarily related to rainfall. Of that 1.101 MGD, on average 46% (0.512 MGD) of the reclaimed effluent has historically been discharged to the Indian River Lagoon, with monthly averages for the last four years ranging from 0 MGD to 1.450 MGD.

The City and its utility service area are expected to grow substantially over the next few decades, thus producing more reuse water which can be used to meet additional irrigation demands but will also have additional excess reclaimed water for disposal when irrigation demands are lower. Thus, the Edgewater Wetland Park will provide an alternative means to dispose of excess reuse water that benefits the water quality of Mosquito Lagoon and the Indian River, which has been incorporated into the City's submitted discharge plan to comply with SB64.

3.1 Existing Contractors and List of Potential Design Build Services

The selected Design-Build contractor will lead management of the project along with England Thims & Miller (ETM), District Engineer for DPSD and Wetland Solutions, Inc (WSI), ETM's subcontractor. More information on these firms can be found in Attachments F and G.

The selected Design-Build contractor will design, permit, and construct the project. ETM and WSI will oversee project coordination and other overarching tasks, and will serve as DPSD's technical representatives during design, permitting, and construction. The following bullet points provide some guidance on some tasks that will be required as part of the design builder's Work:

- Public utility coordination
- Geotechnical engineering and testing
- Validation of project site conditions and the budget
- Survey of existing conditions
- Participate in design phase with District Engineer and WSI
- Coordination and installation of equipment
- Cost estimating and reporting
- Value engineering
- Lifecycle cost analysis
- Design and construction scheduling
- Permitting, in concert with District Engineer and WSI
- Construction, including but not limited to:

- Extension of reclaimed water line to project site
- Clearing and grubbing of project site
- Earthwork to create wetland cells
- Planting cells
- Installation of piping, mechanical and electrical equipment
- Installation of walkways and fencing for recreational features
- Regrading of roadway after construction
- Phasing and scheduling construction to meet the schedule without interruption of services to the City's customers
- Closeout (punch list documentation and resolution, O&M manuals, systems and equipment training, as-built documentation, final inspection and acceptance)
- Project commissioning
- Project acceptance testing
- Warranty bonds
- Post completion maintenance
- Extended warranty period

3.2 Budget

The project has received grant funding from the State for design, permitting, and construction in the amount of \$7,143,500.00. Of this amount, \$205,000 will be paid to ETM and WSI for their design and permitting services. As such, the project budget for Design Build services is not to exceed \$6,938,500.00.

3.3 Definitions

Respondent: Entity listed on the Respondent's Certification of which the Owner will directly be contracted with.

Design Build Entity: The firm or firms collaborating to provide engineering and construction services including the Respondent. This term can be used to reference the engineer and contractor together or individually.

Design Build Team: The entire team including the Design Build Entity and their proposed subcontractors and subconsultants.

Response: The collection of documents which the Respondent will submit to DPSD, in line with the information provided in this RFQ.

Specifications: The guidelines provided in this RFQ which the Respondent shall follow in order to properly submit a Response.

Work: The Design Build services that the Design-Build Team will provide to the Owners.

4.0 EXAMINATION OF SOLICITATION DOCUMENTS AND WORK SITE.

- 4.1 Prior to responding to the Solicitation, Respondents are responsible for the following: (a) examining the Solicitation thoroughly, (b) visiting the work site to become familiar with local conditions that may affect the cost, progress, performance of furnishing the Work, (c) considering Federal, State and local laws and regulations that may impact or affect cost,

progress, performance or furnishing of the Work, including rules pertaining to the State grant funding, (d) studying and carefully correlating Respondent's observations with the Solicitation, and (e) notifying the Solicitation Coordinator, Daphne Gillyard at gillyardd@whhassociates.com, of all conflicts, errors or discrepancies in the Solicitation.

- 4.2 Respondents are expected to become fully informed as to the requirements of the Specifications and failure to do so will be at their own risk. Respondents cannot expect to secure relief on the plea of error.
- 4.3 A Respondent who is aggrieved in connection with the Specifications of this Solicitation may protest in writing to Solicitation Coordinator at least seven (7) business days prior to the Response due date:

- A. In accordance with Chapter 2020-197, Laws of Florida, and Rule 3.11, District Rules of Procedure, any person who is adversely affected by the Specifications contained in this Request for Qualifications must file a notice of intent to protest in writing within 72 hours (excluding Saturdays, Sundays and Federal holidays) of the advertisement of this Request for Qualifications. Pursuant to Chapter 2020-197, Laws of Florida, and Rule 3.11, District Rules of Procedure any person adversely affected by the DPSD decision or intended decision shall file with the DPSD both a notice of protest in writing and \$10,000 bond within 72 hours (excluding Saturdays, Sundays and Federal holidays) after the receipt of the notice of decision or intended decision, or publication of the Solicitation with respect to a protest of the terms, conditions, and Specifications contained in a Solicitation and will file a formal written protest within seven (7) calendar days after the filing of the notice of protest. The formal written protest shall be filed within seven (7) calendar days after the date of the notice of protest if filed. The person filing the Protest must send the notice of intent and the formal written protest to: Daphne Gillyard at gillyardd@whhassociates.com.

Failure to file a notice of protest or formal written protest within the time prescribed in Rule 3.11, District Rules of Procedure, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Florida law.

5.0 INTERPRETATIONS AND ADDENDA.

- 5.1 All questions about the meaning or intent of the Solicitation are to be directed to the Solicitation Coordinator in writing, unless stated otherwise in the Solicitation. Interpretations or clarifications considered necessary in Response to such questions will be issued by Addenda sent to all parties recorded as having received the Solicitation. Questions received after Friday, June 14 at 5:00pm EST may not be answered by the Solicitation Coordinator. Only questions answered by formal written Addenda will be binding.
- 5.2 Addenda may also be issued to modify the Solicitation as deemed advisable by the Solicitation Coordinator.
- 5.3 Addenda issued by DPSD prior to the Solicitation due date/time are considered binding as if written into the original Solicitation. Respondents are responsible for ensuring that all addenda have been received prior to submitting their Response.

6.0 EVALUATION METHODOLOGY AND TIMELINE.

6.1 MINIMUM QUALIFICATIONS.

- 6.1.1 Respondent must have five (5) years of experience related to constructed wetlands, wastewater, and stormwater.

- 6.1.2 The Design Build Entity must have at least one Certified Design Build Professional (DBIA); Associate Members will not qualify. Provide name, title and role in the project team.
- 6.1.3 Financial Bonding Capacity for a single project of the Respondent must be no less than (\$10,000,000.00) ten million U.S. Dollars.
- 6.1.4 Respondent must be registered in the State of Florida to conduct business therein. Proof of registration shall be included in submittal.
- 6.1.5 Contractor's license to be used for the Design Build Entity.
- 6.1.6 Engineer's Registry License Number or Certificate of Authorization to be used for the Design Build Entity.

6.2 **REQUIRED SUBMITTALS.**

Failure to provide the following information may be cause for the response to be deemed non-responsive:

6.2.1 **Response Submittal Format**

- (8) bound copies submitted in 8.5x11 paper (11x17 figures count as two pages)
- No smaller than 10-point font
- (1) Flash Drive with entire Proposal included
- Tabbed/Divided by Order of Evaluation Criteria
- No more than 40-pages for all items included in Specific Response Submittals (this does not apply to Basic Response Submittals)

6.2.2 **Basic Response Submittals** (to be submitted with Specific Response, will not be included in Specific Response submittal page count)

- Respondent: Respondent's Certification Form (in Attachment A)
- Design Build Entity: Engineer's Registry License Number or Certificate of Authorization
- Design Build Entity: Contractor's license for the Design Build Entity.
- Design Build Entity: Apprentice and Disadvantaged Worker Program Documentation (in Attachment A)
- Respondent: Small, or Service-Disabled Veteran Business Documentation (if applicable)
- Design Build Entity: DBIA Certificate for qualifying DBIA Professional
- Design-Build Entity: MBE Status
- Design Build Entity: Corporate Structure Form (in Attachment A)
- Respondent: Bonding Capacity Evidence – Letter from Surety
- Respondent: Proof of Business Registration with the State of Florida verified via www.sunbiz.org
- Sworn statement pursuant to section 287.135(5), Florida Statutes, regarding scrutinized companies with activities in Sudan list or scrutinized companies with activities in the Iran petroleum energy sector list
- Sworn statement under section 287.133(3)(a), Florida Statutes, regarding public entity crimes;
- Trench safety act statements

6.2.3 **Specific Response Submittals** (Total Page Maximum of 40)

6.2.3.1 Qualifications of Team (Page Maximum of 15)

Introduction and Qualifications Statement that provides an introduction to the Design Build Team. Provide information regarding the team's qualifications as they relate to constructed wetlands, wastewater and stormwater design and construction. Also provide information regarding the team's performance in regard to the selection criteria listed in Paragraph 6.3.1.

6.2.3.2 Collaborative Delivery Approach (Page Maximum of 15)

Provide a statement regarding the team's approach to Design Build. At a minimum the statement should address the following:

- Collaborative approach philosophy for Design Build
- Design Builder Staffing Utilization
- Owner Integration
- Communication Plans
- Risks and Risk Management
- Health & Safety Integration/Coordination
- Plan to ensure the project is provided within the budget and time requirements outlined herein. Plan should explain how the team will comply with the budget in the given timeframe.

6.2.3.3 Past Performance (Page Maximum of 10)

Examples/References – provide at least four (4) but no more than nine (9) project examples that best demonstrate each of the following:

- a. Design Build Entity performance on similar or larger size and scope project(s). Preference will be given to examples that have a collaborative delivery approach and/or have the same team members.
- b. Design Build Entity engineer/design performance on similar or larger size and scope project(s). Preference will be given to examples that have the same team members.
- c. Design Build Entity contractor/construction performance on similar or larger size and scope project(s). Preference will be given to examples that have the same team members.
- d. Design Build Entity performance on design build project(s). Preference will be given to examples that are design build.
- e. Optional: one (1) or two (2) examples of similar or larger size and scope projects. Preference will be given to examples that have a collaborative delivery approach and/or have the same team members. Examples can be from Design Build Entity and/or entities on the Design Build Team.

Provide at least four (4) references from the submitted project examples, preferably from different owners.

6.3 SELECTION CRITERIA AND PROCEDURE

The following criteria will be utilized by DPSD to evaluate and rank the Response.

6.3.1 RFQ Evaluation Criteria

	Specific Response	Total 100
Criteria	Criteria Details	Weighting
Qualifications of Team	• Stakeholder Engagement & Public Outreach Qualifications • Design & Permitting Qualifications • Construction Qualifications • Commissioning Qualifications • Project Team Qualifications ◦ Key Personnel • Team Qualifications in Design Build • Funding Support Qualifications • Recent, current and projected workloads	40
Collaborative Delivery Approach	• Collaborative Approach Philosophy for Design Build • Design Builder Staffing Utilization • Owner Integration • Communication Plan • Risks and Risk Management • Health & Safety • Willingness and ability to meet time and budget requirements	20
Past Performance	• Design Build Entity performance on similar type projects • Design Build Entity engineer/design performance on similar type projects • Design Build Entity contractor/construction performance on similar type projects • Design Build Entity performance on Design Build projects	35
MBE	• Certified Minority Business Enterprise	5

6.3.2 Selection Procedure

Ranking of firms to provide the services contained herein will be in accordance with Section 287.055(3), (4) and (5), Florida Statutes and DPSD's Rules of Procedure.

DPSD will evaluate the received Response to this Request for Statement of Qualifications (RFQ) and will select a firm using the following process:

6.3.2.1 Step 1 - DPSD will evaluate the Response in accordance with the selection criteria published above.

6.3.2.2 Step 2 – DPSD evaluation committee will rank the firms that participate.

6.3.2.3 Step 3 - DPSD will request the District Board of Supervisors approve the final ranking and authorize staff to initiate contract negotiations for the services.

6.3.3 Use of RFQ Response Ideas

DPSD reserves the right to use any or all information presented in any Response

to the RFQ, whether amended or not, except as prohibited by law. Selection or rejection of the submittal does not affect this right.

6.4 TIMELINE (as of Issue Date and subject to change)

Date	Activity
May 20, 2024	RFQ Project Manual Available
May 29, 2024 @ 2:00 PM	Mandatory Pre-Response Meeting followed by Site Visit at Farnton Ranch Office (<u>3450 Old Dawson Ranch Road,</u> <u>Edgewater, FL, 32132</u>)
June 14, 2024 @ 5:00pm EST	Last Date to Submit Questions
June 25, 2024 @ 12:00 pm	Responses Due to Storch Law Firm (<u>420 S Nova Rd, Daytona Beach, FL</u> <u>32114</u>) marked with “Attn: Deering Park <i>SD - RFQ Edgewater Wetland Park”</i>
June 25, 2024 @ 12:05 pm	Response Opening at Storch Law Firm (<u>420 S Nova Rd, Daytona Beach, FL</u> <u>32114</u>)
July 9, 2024 @ 11:00am	Evaluation Committee Meeting
July 9, 2024 @ 2:00pm	District Board of Supervisors Meeting to Consider Responses

7.0 **RESPONSE PREPARATION.**

- 7.1 All blanks on the Respondent's Certification Form must be legibly completed in ink (computer printed, typed or handwritten).
- 7.2 A Response submitted by a corporation must be executed in the corporate name by the president, a vice-president, or other corporate representative and accompanied by a document showing authorization of such person's authority. Include the physical address and state of incorporation. A Response submitted by a partnership must be executed in the partnership name and signed by a partner, whose title must appear under the signature, and the physical address of the partnership must be shown below the signature.
- 7.3 The names of individuals included on the Respondent's Certification Form must be legibly printed below signatures (computer printed, typed or handwritten).
- 7.4 Respondent must acknowledge receipt of all addenda using the space provided on the Respondent's Certification Form.
- 7.5 Costs for developing a Response to the Solicitation are the sole obligation of the Respondent.

- 7.6 DPSD is exempt from Florida sales taxes for certain purchases. A "Consumer's Certificate of Exemption" is available upon request. The Owner may elect to implement a direct purchase program whereby it may purchase materials and equipment included in any subcontractor's bid for a portion of the Work directly from the supplier of such materials or equipment to achieve sales tax savings. Such materials and equipment are referred to as "Direct Purchase Materials". If the Owner elects to implement a direct purchase program, it shall notify the Design-Builder in writing, and the terms of this paragraph shall govern, along with the final, executed Agreement and any Owner policy on Direct Purchase Materials. Design-Builder shall obtain Design-Builder's risk insurance on the Direct Purchase Materials naming Owner as the insured or an additional insured, provided Owner shall reimburse Design-Builder for the cost of such insurance as provided by the final, executed Agreement. Design-Builder shall also comply with all applicable insurance requirements specified in the FDEP grant agreement (Attachment E). The Design-Builder shall act as the Owner's agent and be responsible for safeguarding all Direct Purchase Materials.
- 7.7 It is the responsibility of the Respondent to regularly monitor for any additional materials pertaining to the Solicitation. Properly registered Respondents can expect to receive automatic notification of Solicitations for bids, proposals, and price quotes by participating public purchasing entities. Respondent's failure to retrieve available, required procurement information and include the appropriate documentation and information in Solicitation Responses may result in disqualification.

8.0 SOLICITATION RESPONSE.

- 8.1 **Response must be in the possession of DPSD by 12:00 p.m. Eastern Daylight Time (EDT) on the due date.** Late submissions will not be accepted.
- 8.2 Responses will be publicly opened at the time and place indicated in the Solicitation and will be available for inspection upon Notice of Award or intended Award.
- 8.3 The Respondent's Certification Form must be submitted with the Response.

9.0 MODIFICATION OR WITHDRAWAL OF A RESPONSE TO A SOLICITATION.

- 9.1 Changes to a Respondent's submittals can be made up to the deadline date for the bid submittal.

10.0 TERMS OF AWARD.

- 10.1 Award will be made to the highest rated Respondent based on the criteria stated in this document as DPSD determines to be in its best interest.
- 10.2 DPSD reserves the right to reject any and all Responses, or any part thereof, to waive any and all informalities or irregularities, and the right to disregard all nonconforming, nonresponsive, unbalanced or conditional Responses. A responsible Respondent and any selected subcontractors, suppliers, other persons, and/or organizations proposed to perform or furnish the Work shall have the capacity in all respects to fully perform the Contract requirements and the experience, integrity, reliability, capacity, facilities, equipment, and credit to ensure good faith performance, such capacity and responsibility to be determined solely by DPSD. DPSD may conduct such investigation as DPSD deems necessary to establish the responsibility, qualifications and financial ability of Respondent(s), proposed subcontractors, material suppliers, individuals, or entities to perform the Work in accordance with the Contract. Such information may include, but shall not be limited to, current financial statements, bank records, verifications of availability of equipment and personnel and past performance records.
- 10.3 Any Respondent submitting a RFQ Package, which in its judgment is adversely affected

by the District's evaluation as to Respondent's qualifications and wishes to protest such decision must file with the District a notice of protest in writing in accordance with the DPSD's Rules of Procedure within seventy-two (72) hours (excluding Saturdays, Sundays and state holidays) after receipt of the notice of the District's ranking and shall file a formal written protest within seven (7) days (including Saturdays, Sundays, and state holidays) after the date of filing of the notice of protest. The formal written protest shall state with particularity facts and the law upon which the protest is based. **Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of all further proceedings under Florida law and the DPSD's Rules of Procedure.**

11.0 PUBLIC ENTITY CRIMES/DEBARMENT/SUSPENSION/TERMINATION.

- 11.1 Pursuant to Chapter 287.133(2)(a) of the Florida Statutes, "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public Work; may not submit bids, proposals or replies on leases of real property to a public entity; may not be awarded or perform Work as contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in sec. 287.017, for Category Two for a period of 36 months following the date of being placed on the convicted vendor list."
- 11.2 Respondent is responsible for compliance with current policies regarding debarment / suspension / termination which have been issued by DPSD.
- 11.3 The Respondent certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Solicitation by any governmental department or agency.

12.0 DISCLOSURE, CONFIDENTIALITY.

Florida's Public Records Law, Chapter 119, Florida Statutes, includes numerous exemptions to the general requirement to disclose information to the public in Response to a public record's request. Exemptions are found in various provisions of the Florida Statutes, including but not limited to Section 119.071, Florida Statutes (General exemptions from inspection or copying of public records), and Section 119.0713, Florida Statutes (Local government agency exemptions from inspection or copying of public records). Section 815.045, Florida Statutes (Trade secret information), provides that trade secret information as defined in Section 812.081, Florida Statutes (Trade secrets; theft, embezzlement; unlawful copying; definitions; penalty) is confidential and exempt from disclosure because it is a felony to disclose such records. The Parties understand and agree that Florida's Public Records Law is very broad and that documents claimed by a Party to be confidential and exempt from public disclosure pursuant to the Public Records Law may in fact not be deemed such by a court of law. Accordingly, the following provisions shall apply:

- 12.1 Identifying Trade Secret or Otherwise Confidential and Exempt Information.
For any records or portions thereof that Respondent claims to be Trade Secret or otherwise confidential and exempt from public disclosure under the Public Records Law, Respondent shall:
 - a. Specifically identify the records or specific portions thereof that are confidential and exempt and reference the particular Florida Statute that grants such status. Provide one redacted copy of the record and one copy of the record with the confidential and exempt information highlighted. Respondent shall take care to redact only the confidential and exempt information within a record.
 - b. Provide an affidavit or similar type of evidence that describes and supports the basis for Respondent's claim that the information is confidential and exempt from public disclosure.

- 12.2 Request for Trade Secret or Otherwise Confidential and Exempt Information.
- a. In the event DPSD receives a public records request for a record with information labeled by Respondent as Trade Secret or otherwise as confidential and exempt, DPSD will provide the public record requester with the redacted copy of the record and will notify Respondent of the public records request.
 - b. However and notwithstanding the above, in the event that DPSD in its sole discretion finds no basis for Respondent's claim that certain information is Trade Secret or otherwise confidential and exempt under Florida's Public Records Law, then DPSD shall notify Respondent in writing of such conclusion and provide Respondent a reasonable amount of time to file for declaratory action requesting a court of law to deem the requested information as Trade Secret or otherwise as confidential and exempt under Florida's Public Records Law. If Respondent fails to file for declaratory action within the reasonable amount of time provided, then DPSD will disclose the information requested.
 - c. If a public records lawsuit is filed against DPSD requesting public disclosure of the information labeled by Respondent as Trade Secret or otherwise as confidential and exempt, DPSD shall notify Respondent and Respondent shall intervene in the lawsuit to defend the nondisclosure of such information under Florida's Public Records Law.
 - d. Respondent hereby indemnifies and holds DPSD, its officers and employees harmless from any and all liabilities, damages, losses, and costs of any kind and nature,
including but not limited to attorney's fees, that arise from or are in any way connected with Contractor's claim that any information it provided to DPSD is Trade Secret or otherwise confidential and exempt from public disclosure under Florida's Public Records Law.
 - e. **Ownership of Records; Public Access to Documents.** Any books, documents, records, correspondence, or other information kept or obtained by the Owner or furnished by the Design-Builder to the Owner in connection with the services contemplated herein are the property of the Owner. Design-Builder acknowledges and agrees that all such books, documents, records, correspondence, or other information may be public records under Chapter 119, Florida Statutes. Design-Builder agrees to promptly comply with any order of a court having competent jurisdiction which determines that records maintained by Design-Builder are "public records" that must be available to the public. Design-Builder acknowledges and agrees that all such books, documents, records, correspondence, or other information may also be subject to inspection and copying by members of the public pursuant to Chapter 119, Florida Statutes.

13.0 LOBBYING.

- 13.1 To ensure fair consideration and consistent and accurate dissemination of information for all proposers, DPSD prohibits communication to or with any officer, employee, or agent evaluating or considering the proposals during the submission process. Violation of this provision shall result in disqualification of the party on whose behalf the lobbying occurred. Lobbying means when any natural person, for compensation, seeks to influence the governmental decision-making, to encourage the passage, defeat or modification of any proposal, recommendation or decision by DPSD officials and employees, except as authorized by procurement documents.

14.0 BLACKOUT PERIOD.

- 14.1 Respondents to this Solicitation or persons acting on their behalf may not contact, between the release of the Solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any agent, employee or officer of the DPSD concerning any aspect of this Solicitation, except in writing as provided in the

Solicitation documents. Violation of this provision may be grounds for rejecting a Response.

15.0 COLLUSION.

- 15.1 Only one Response from any individual, firm, corporation, organization or agency under the same or different name will be considered for this Solicitation. Submission of more than one Response may result in the rejection of all Responses from the Respondent.
- 15.2 Respondent, by signing the Respondent's Certification Form, declares that the Response is made without any previous understanding, agreement, or connections with any persons, firms, or corporations responding on the same items and that it is in all respects fair and in good faith without any outside control, collusion or fraud. A non-exclusive manufacturer/distributor relationship does not, in and of itself, constitute a prior understanding, agreement, connection or collusion between Responders.
- 15.3 By responding to the Solicitation, the Respondent acknowledges that it has not offered or given any gift or compensation to any DPSD officer or employee to secure **favorable treatment with respect to being awarded this contract.**

16.0 PROPOSER'S COST TO DEVELOP SUBMITTAL.

- 16.1 DPSD does not intend to pay for any information solicited or obtained by the submission of Responses. All costs for developing a Response to this RFQ or any oral presentation required as part of the selection process are entirely the obligation of the firm and shall not be chargeable in any manner to DPSD.

17.0 INDEMNIFICATION AND LIMITATION OF LIABILITY.

- 17.1 To the fullest extent permitted by law, Respondent must indemnify, hold harmless, and defend the District and their respective members, District Board members, subsidiaries, affiliates, officers, directors, supervisors, staff, lawyers, managers, engineers, consultants, employees, representatives, contractors, subcontractors, agents, successors and assigns of each and any of all of the foregoing entities and individuals (together, "**Indemnitees**") from all claims, liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, relating to the Response and/or this RFQ and to the extent caused, in part or in whole, by the negligence, recklessness, or intentionally wrongful misconduct of the Respondent or those acting on Respondent's behalf. If any indemnification, defense or hold harmless provision of this RFQ is determined to be unenforceable, the provision will be reformed to give the provision the maximum effect allowed by Florida law and for the benefit of the Indemnitees. Additional indemnification, defense, and hold harmless obligations will be set forth in the form of contract.
- 17.2 Nothing herein may be construed as or constitute a waiver of District's limitations on liability contained in Section 768.28, Florida Statutes, or other statute or law.
- 17.3 The selected Respondent will be required upon award to furnish payment and performance bonds for one hundred percent (100%) of the value of the contract, with a surety acceptable to the District, and in accordance with Section 255.05, Florida Statutes.
- 17.4 Governing Law; Venue. Any action pursuant to this RFQ and any final, executed Agreement shall be governed by and construed in accordance with the laws of the State of Florida without regard to its choice of law's provisions and venue shall lie in the courts in Volusia County, Florida.

18.0 EMPLOYMENT ELIGIBILITY REQUIREMENTS PURSUANT TO S. 448.095, FLORIDA STATUTES (E-VERIFY).

- 18.1 The Design-Builder shall comply with and perform all applicable provisions of Section 448.095, Florida Statutes. Accordingly, to the extent required by Florida Statute, Design-Builder shall

register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The Owner may terminate their Agreement with Design-Builder immediately for cause if there is a good faith belief that the Design-Builder has knowingly violated Section 448.091, Florida Statutes.

- 18.2 If the Design-Builder anticipates entering into agreements with a subcontractor for any Work component, the Design-Builder will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, Florida Statutes, and stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Design-Builder shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the Owner upon request
- 18.3 If the Owner has a good faith belief that a subcontractor has knowingly violated Section 448.095, Florida Statutes, but the Design-Builder has otherwise complied with its obligations hereunder, the Owner shall promptly notify the Design/Builder. The Design-Builder agrees to immediately terminate the agreement with the subcontractor upon notice from the Owner. Further, absent such notification from the Owner, the Design/Builder, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09(1), Florida Statutes, shall promptly terminate its agreement with such person or entity.
- 18.4 By entering into an Agreement with the Owner, the Design-Builder represents that no public employer has terminated a contract with the Design-Builder under Section 448.095(2)(c), Florida Statutes, within the year immediately preceding the date of the Agreement.

19.0 LOCAL GOVERNMENT PROMPT PAYMENT ACT

- 19.1 All payments to the Design-Builder shall be made in a manner consistent with the Local Government Prompt Payment Act, sections 218.70 through 218.80 of the Florida Statutes. Design-Builder shall make payments due to subcontractors and materialmen and laborers within ten (10) days in accordance with the prompt payment provisions contained in Section 218.735(6), 218.735(7), and 218.74, Florida Statutes. All payments due and not made within the time prescribed by Section 218.735, Florida Statutes, bear interest at the rate of two percent (2%) per month on the unpaid balance in accordance with Section 218.735(9), Florida Statutes.

20.0 LIST OF ATTACHMENTS.

Attachment A – Response Forms

Attachment B – Design Criteria Information

Attachment C – Other Project Information

- Boundary & Topo
- Geotechnical Reports
- Project Fact Sheet
- Phase I Environmental Site Assessment

Attachment D – Sample Agreement between District and Design-Builder for Design Build

Attachment E – FDEP Grant Agreement

Attachment F – Scope Document for ETM and WSI

Attachment G – Firm Information on ETM and WSI

END OF SECTION

ATTACHMENT A

DEERING PARK STEWARDSHIP DISTRICT PROCUREMENT

SOLICITATION NUMBER **2024-001** FOR **EDGEWATER WETLAND PARK PROJECT**

RESPONDENT'S CERTIFICATION

NAME OF CORPORATION, PARTNERSHIP, OR INDIVIDUAL: _____

PHYSICAL ADDRESS: _____

FEDERAL IDENTIFICATION #: _____ STATE OF INCORPORATION: _____ (Seal)

I have carefully reviewed this Solicitation including the scope, submission requirements, general information, and the evaluation and award process.

I further acknowledge that: ☐ Response is in full compliance with the Specifications; or
☐ Response is in full compliance with the Specifications **except** as specifically stated and explained in detail on sheets attached hereto and labeled "Clarifications and Exceptions".

I certify that all information contained in this Response is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to execute and submit this Response on behalf of the organization as its agent and that the organization is ready, willing and able to perform if awarded.

I further certify that this Response is made without prior understanding, agreement, connection, discussion, or collusion with any other person, company or corporation submitting an offer for the same product or service; no officer, employee or agent of DPSD owns or will benefit more than 5% from award of this Solicitation; and the undersigned executed this Respondent's Certification with full knowledge and understanding of the matters therein contained.

AUTHORIZED SIGNATURE

DATE

RESPONDENT'S CONTACT
(for additional information)

PRINT NAME

TITLE

NAME

TELEPHONE NUMBER

FAX NUMBER

TITLE

E-MAIL ADDRESS

PHONE

WEBSITE

E-MAIL ADDRESS

If Respondent is not an individual, include authorization for the above individual to sign on behalf of the organization

Corporate Structure Questionnaire

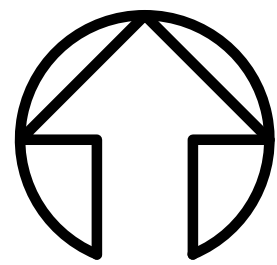
SOLICITATION NUMBER **2024-001** FOR **EDGEWATER WETLAND PARK PROJECT**

1. Respondents shall complete the following information for the proposed Design-Builder and all proposed Design Build Team Members:

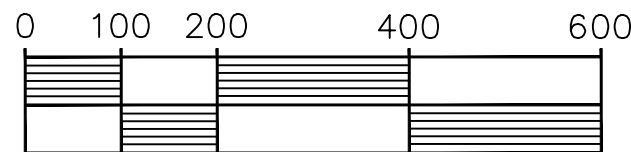
Legal Name	
Street Address	
Mailing Address	
Point of Contact	
Position	
Email	
Telephone Number	
Fax Number	
Type of Business	
D-U-N-S Number	
Federal Tax Identification Number	
State Contractor's Registration Number (if applicable)	
State Business License Number (if applicable)	

2. If the Design-Builder is a Joint Venture, Respondent must submit the above information the Joint Venture as well as for each member of the Joint Venture.

END OF SECTION



GRAPHIC SCALE



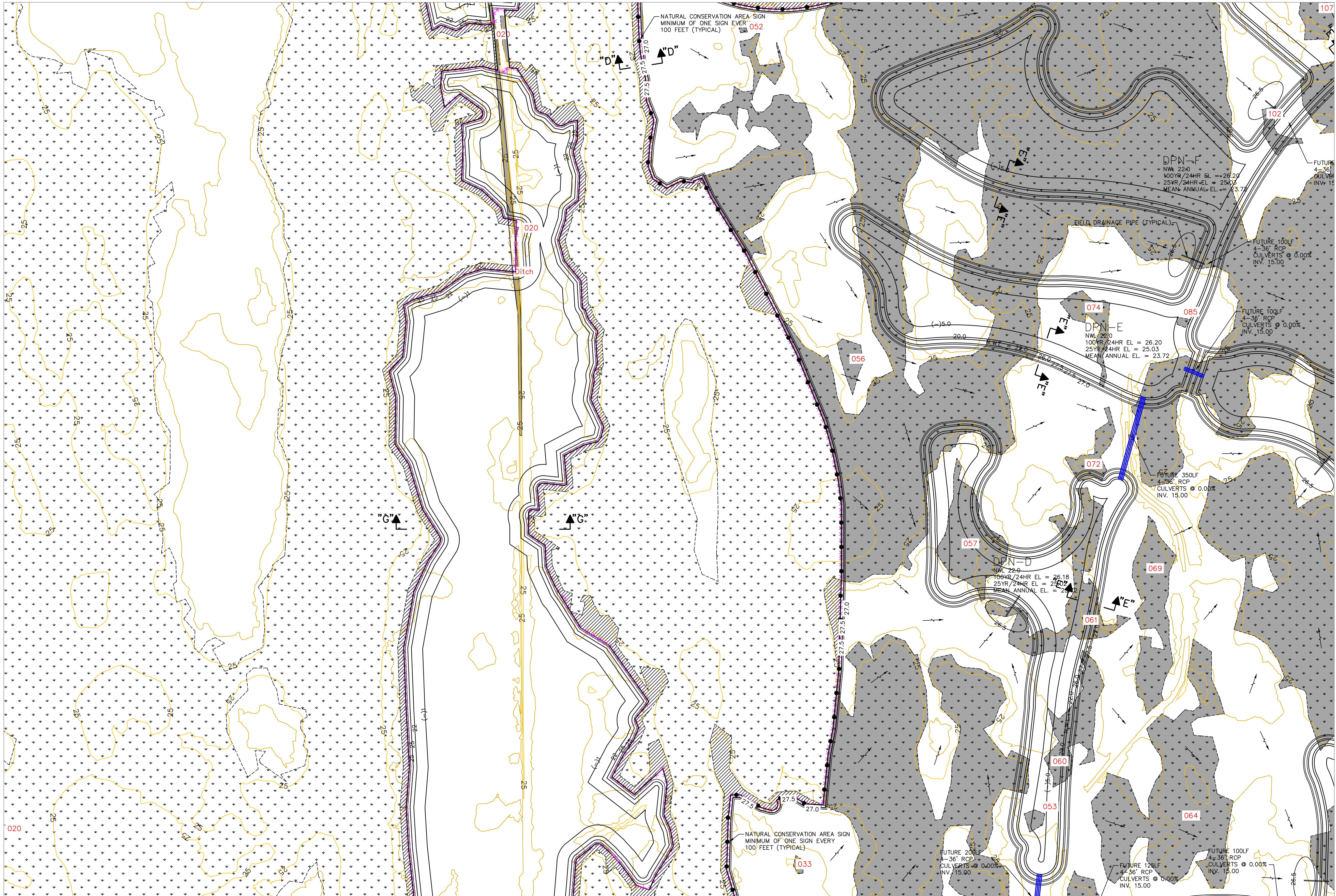
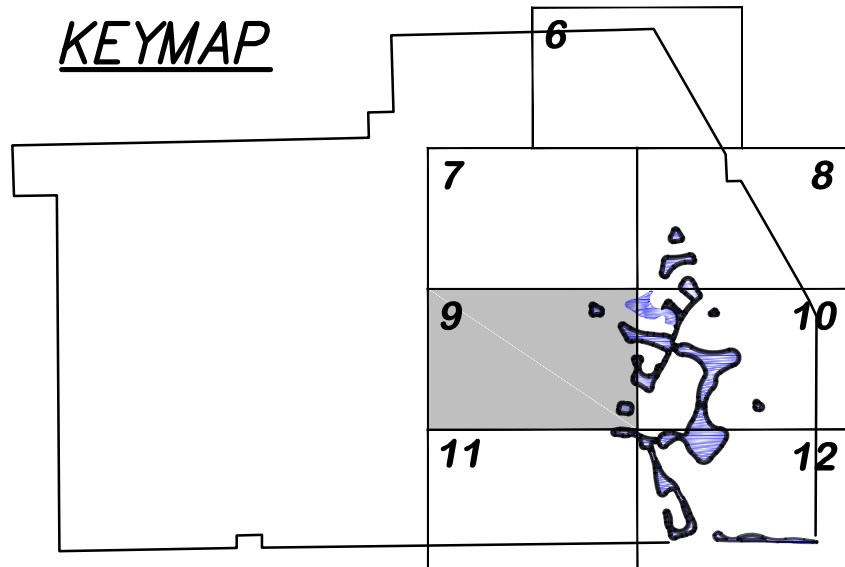
SCALE: 1" = 200'

CONSERVATION EASEMENT
NO CLEARING OR LAND DISTURBANCE BEYOND THIS STAKE
DO NOT REMOVE THIS STAKE
BY ORDER OF ST. JOHNS RIVER WATER MANAGEMENT DISTRICT

NATURAL CONSERVATION AREA SIGN

RED LABEL WITH BLACK LETTERS TO BE PLACED
ON 2" SCH 40 PVC IDENTIFICATION PIPES

KEYMAP



LEGEND

- WETLAND AREA AS LOCATED BY BREEDLOVE DENNIS & ASSOCIATES, INC.
- WETLAND IMPACT AREA
- 15' MIN., 25' AVE WETLAND BUFFER
- 065 WETLAND ID#
- ***** SILT FENCE
- 27.0 PROPOSED CONTOUR
- 25.0 EXISTING CONTOUR

MARK DOWST & ASSOCIATES, INC.

ENGINEERS * PLANNERS * SURVEYORS
EB 4335 LB 4335
536 N. HALIFAX AVENUE, SUITE # 100 * DAYTONA BEACH, FLORIDA 32118 * (386) 258-7999

SCALE 1"=200'
DESIGNED MSD DRAWN JAY CHECKED MSD DATE 09-21-22

STORMWATER MANAGEMENT PLAN

DEERING PARK NORTH

EDGEWATER, FLORIDA

PROJECT NO.
1122

C9

1122DPN

REVISION

APPR.

DATE

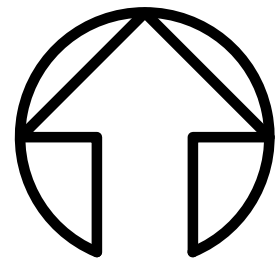
NO.

REVISED PER SJRWMD COMMENTS

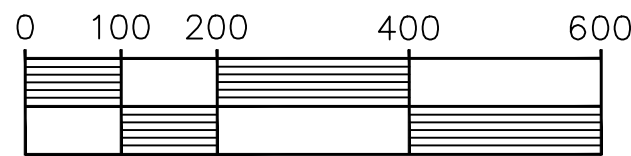
MSD

04-28-23

1



GRAPHIC SCALE



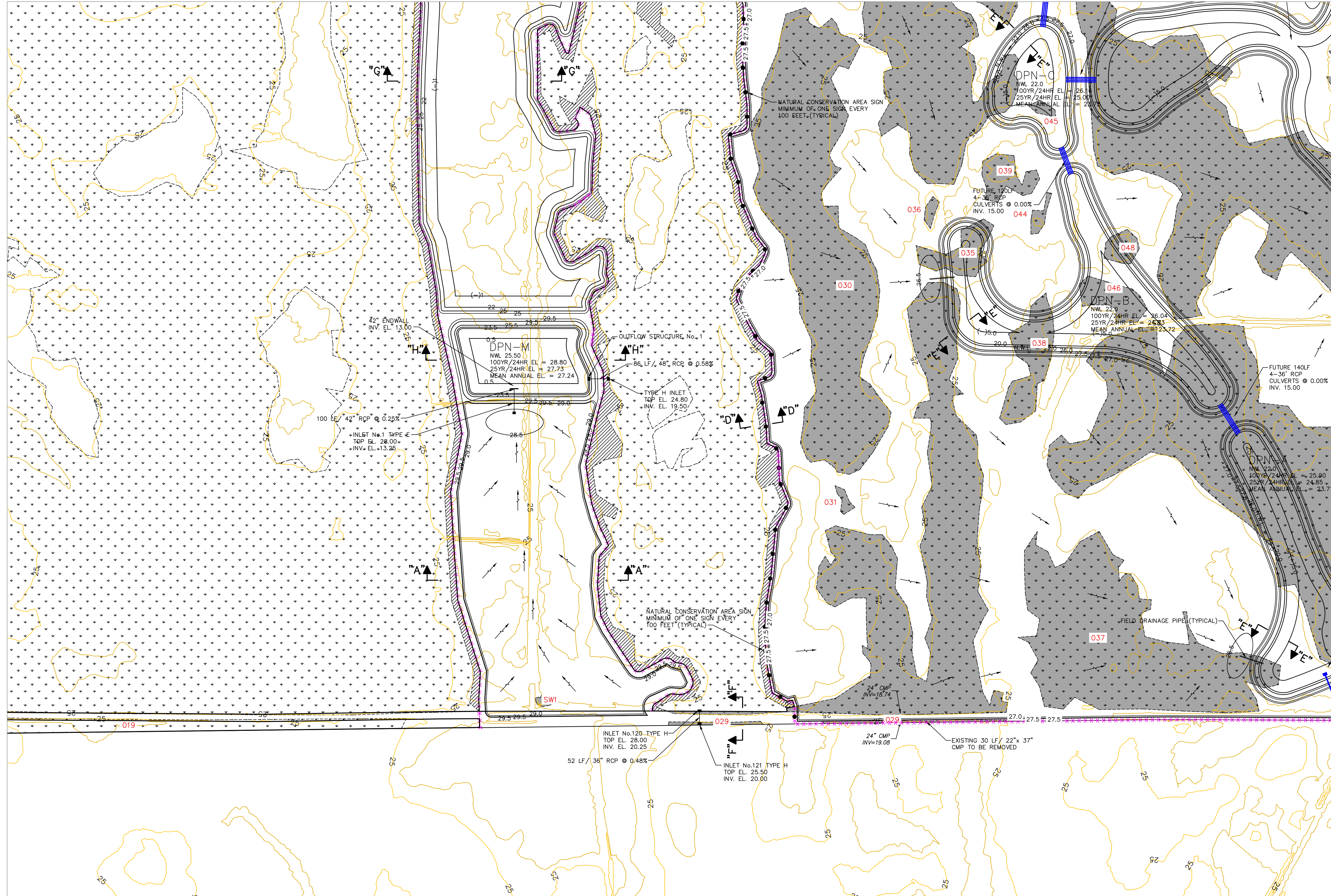
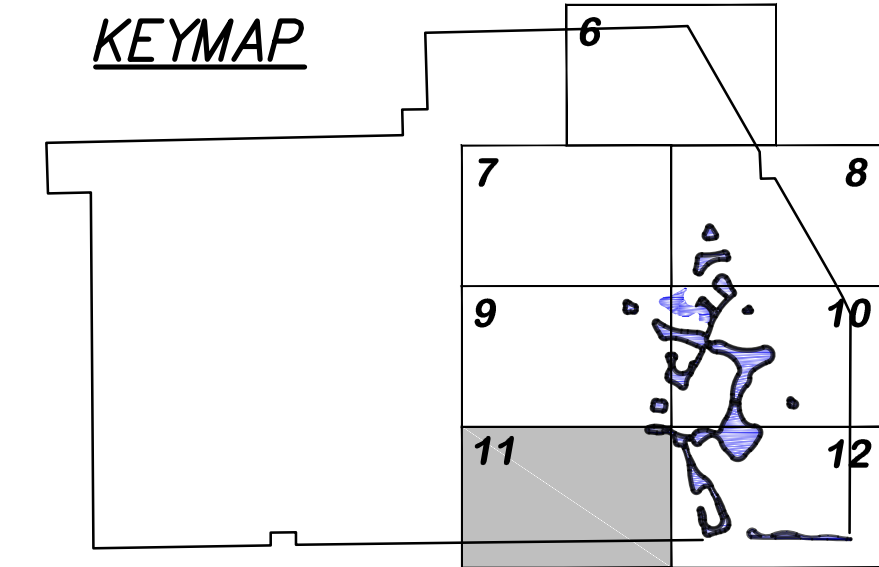
SCALE: 1" = 200'

CONSERVATION EASEMENT
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DO NOT REMOVE THIS STAKE
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MARK DOWST & ASSOCIATES, INC.

ENGINEERS * PLANNERS * SURVEYORS

536 N. HALIFAX AVENUE, SUITE # 100 • DAYTONA BEACH, FLORIDA 32118 • (386) 258-7999

SCALE 1"=200'

DESIGNED MSD DRAWN JAY CHECKED MSD DATE 09-21-22

BY DATE

STORMWATER MANAGEMENT PLAN

DEERING PARK NORTH

EDGEWATER, FLORIDA

PROJECT NO.

1122

C11

1122DPN

REVISION

APPR.

DATE

NO.

REVISED PER SJRWMD COMMENTS

MSD

04-28-23

1



UNIVERSAL ENGINEERING SCIENCES

GEOTECHNICAL EVALUATION

*Deering Park North
Edgewater, Volusia County, Florida*

**UES Project No. 0430.2300007.0000
UES Report No. 141374**

June 13, 2023

Prepared for:

**Mr. Greg Meath
Deering Park 1, LLC**
14025 Riveredge Drive, Suite 175
Tampa, Florida 33637

Prepared by:

UNIVERSAL ENGINEERING SCIENCES
911 Beville Road, Suite 3
South Daytona, Florida 32119

CONSULTANTS:

Geotechnical Engineering • Environmental Engineering • Construction
Materials Testing Threshold Inspection • Private Provider Inspection •
Geophysical Studies

OFFICES: Daytona Beach, FL • Fort Myers, FL • Fort Pierce, FL • Gainesville, FL • Jacksonville, FL • Leesburg, FL • Miami, FL • Norcross, GA • Ocala, FL • Orange City, Orlando, FL
Palm Coast, FL • Panama City, FL • Pensacola, FL • Rockledge, FL • Sarasota, FL • St. Augustine, FL • Tampa, FL • West Palm Beach, FL



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- Pensacola
- Rockledge
- Sarasota
- Tampa
- West Palm Beach

June 13, 2023

Mr. Greg Meath
Deering Park 1, LLC
14025 Riveredge Drive, Suite 175
Tampa, Florida 33637

Reference: **GEOTECHNICAL EVALUATION**
Deering Park North
Edgewater, Volusia County, Florida
UES Project No. 0430.2300007.0000 and Report No. 141374

Dear Mr. Meath:

Universal Engineering Sciences, Inc. has completed the geotechnical evaluation for the subject project. This report contains the results of our evaluation, an engineering interpretation of these with respect to the project characteristics described to us, and recommendations for pavement support, site preparation and underground utility installation. Also, general recommendations for stormwater design have been included.

We appreciate the opportunity to have worked with you on this project and look forward to a continued association. Please do not hesitate to contact us if you should have any questions, or if we may further assist you as your plans proceed.

Respectfully submitted,

UNIVERSAL ENGINEERING SCIENCES



Cody Wilson, E.I.
Project Engineer



Cc: Mr. Chris Warshaw, P.E. – England-Thims & Miller, Inc.
Mr. Matt Dowst, P.E. – Mark Dowst & Associates, Inc.

Attachments

CW/BCP/cme

1.0 INTRODUCTION

1.1 GENERAL

In this report, we present the results of the subsurface evaluation for the proposed residential development, Deering Park North, located in Edgewater, Florida. We have divided this report into the following sections:

- SECTION 2.0 - SCOPE OF SERVICES
- SECTION 3.0 - FINDINGS
- SECTION 4.0 - PAVEMENT AREA RECOMMENDATIONS
- SECTION 5.0 - UNDERGROUND UTILITY INSTALLATION RECOMMENDATIONS
- SECTION 6.0 - STORMWATER DESIGN CONSIDERATIONS
- SECTION 7.0 - CONSTRUCTION RELATED SERVICE
- SECTION 8.0 - LIMITATIONS

2.0 SCOPE OF SERVICES

2.1 PROJECT DESCRIPTION

Project information has been provided to us in correspondence with you, Mr. Chris Warshaw, P.E. with England-Thims and Miller, Inc. and Mr. Matt Dowst, P.E. with Mark Dowst & Associates, Inc. We were provided with the requested scope of work, a site plan indicating the layout of the proposed development and a topographic survey. We understand the proposed development will consist of a residential subdivision with flexible asphalt pavement roads and associated stormwater management facilities. Underground utilities will be installed within the roadway alignment. We also understand that the stormwater management facilities will be excavated to depths on the order of 30 feet below existing grade for borrow purposes. It is anticipated approximately two to four feet of fill will be placed within the roadway areas. We have not been provided with a utility bearing depth at this time.

Our recommendations are based upon the above considerations. If any of this information is incorrect, or if you anticipate any changes, inform Universal Engineering Sciences so that we may review our recommendations.

2.2 PURPOSE

The purposes of this investigation were:

- to investigate the general subsurface conditions at the site;
- to interpret and review the subsurface conditions with respect to the proposed construction;
- to provide geotechnical engineering recommendations for pavement support, site preparation, underground utility installation and stormwater design; and
- to provide recommendations for borrow suitability.



This report presents an evaluation of site conditions based on traditional geotechnical procedures for site characterization. The recovered samples were not examined, visually or analytically, for either chemical composition or environmental hazards. Universal Engineering Sciences would be pleased to perform these services, at your request.

Our investigation was confined to the zone of soil likely to be influenced by the proposed construction. Our work did not address the potential for surface expression of deep geological conditions, such as sinkhole development related to karst activity. A deep geological evaluation requires a more extensive range of field services than performed in this study.

2.3 FIELD INVESTIGATION

2.3.1 Boring

The subsurface conditions within the proposed pavement and utility installation areas were investigated with fourteen (14) Standard Penetration Test (SPT) borings advanced to depths varying between approximately 15 and 25 feet each below existing grade and fifty-three (53) auger borings advanced to depths of approximately 2.0 and 6.0 feet below existing grade. Borings R-6, R-7, R-43, and R-52 could not be performed to the full proposed depth due to bore hole collapse caused by groundwater. Borings R-16 and R-59 were terminated at depths of approximately 2.0 and 3.5 feet below existing grade, respectively, due to the presence of large pieces of wood. The stormwater management facilities were investigated with sixteen (16) SPT Borings, PB-1 through PB-16, advanced to a depth of approximately 35 feet each below existing grade. We performed the SPT and auger borings according to the procedures of ASTM D-1586 and ASTM D-1452, respectively.

It should be noted that the proposed Boring Locations of PB-2, R-5 and R-42 could not be accessed with ATV mounted drilling equipment. We performed auger borings at Locations R-5 and R-42. An SPT Boring advancing to 15 feet each below existing grade was performed at Location R-29 in lieu of R-42.

The borings were located by UES using a handheld Global Position System (GPS) unit. After completion of the field work the borings were surveyed and the boring locations and elevations were provided to us by Mark Dowst & Associates, Inc. As an exception, Borings PB-12, PB-16, R-1, R-2, R-5, R-6, were not surveyed in the field. We have interpolated the ground elevation at these locations based on the topographic information provided to us by Mark Dowst & Associates, Inc. and available published literature.

Samples obtained from the borings were transported to our laboratory for further evaluation. Samples of the soils encountered will be held in our laboratory for your inspection for 60 days unless we are notified otherwise.

2.4 LABORATORY INVESTIGATION

2.4.1 Index Testing

The soil samples recovered from the soil borings were returned to our laboratory and then a UES Engineer visually examined and reviewed the field descriptions. The soils were classified in accordance with the Unified Soil Classification System (USCS). We performed tests on selected soil samples consisting of No. 200 wash gradations to help in classification of the soils. The results of the tests are on the Boring Profiles in Appendix A.



3.0 FINDINGS

3.1 SUBSURFACE CONDITIONS

The boring locations and detailed subsurface conditions are illustrated in Appendix A: Boring Location Plan and Subsurface Profiles. The classifications and descriptions shown on the profiles are based upon visual characterizations of the recovered soil samples. Also, see Appendix A: Key to Boring Log, for further explanation of the symbols and placement of data on the Subsurface Profiles. The following discussion summarizes the soil conditions encountered.

The results of the SPT borings performed within the roadway alignments R-1, R-9, R-14, R-18, R-19, R-25, R-29, R-33, R-40, R-45, R-51, R-57, R-61 and R-65 generally indicated approximately 12-inches of topsoil underlain by intermittent layers of very loose to medium dense fine sand (SP), fine sand with silt (SP-SM), weakly cemented fine sand with silt (SP-SM, HARDPAN), silty fine sand (SM) and sandy shell to the deepest boring termination depth of approximately 25.0 feet below existing grade.

The results of the auger borings performed within the roadway alignments generally indicated approximately 6 to 24-inches of topsoil underlain by intermittent layers of fine sand (SP), fine sand with silt (SP-SM), weakly cemented fine sand with silt (SP-SM, HARDPAN) and silty fine sand (SM) to the deepest boring termination depth of approximately 6.0 feet below existing grade. As an exception, large pieces of wood were encountered at a depth of approximately 2.0 feet below existing grade at Boring Location R-16 and silty fine sand with many organics and large roots (PT/MUCK) was encountered between approximately 1.0 and 3.5 feet below existing grade at Boring Location R-59.

The results of the SPT borings performed within the proposed stormwater management facilities, P-1 through P-16, generally indicated approximately 12-inches of topsoil underlain by intermittent layers of very loose to very dense fine sand (SP), fine sand with silt (SP-SM), weakly cemented fine sand with silt (SP-SM, HARDPAN) and sandy shell to the boring termination depth of approximately 35.0 feet below existing grade. As an exception, clayey fine sand (SC) was encountered between approximately 5.5 and 7.0 feet below existing grade at Boring Location PB-16.

3.2 GROUNDWATER

Groundwater was encountered subsequent to drilling between approximately 1.0 and 5.5 feet below existing grade at our boring locations. It should be noted that our evaluation was performed during a relatively dry time period. Based on available published literature, existing site features, and the results of the borings, we estimate the normal seasonal high groundwater level to vary between approximately El. 23.5 and 25.7 NAVD88. A detailed estimate of the normal seasonal high groundwater levels at each boring location is presented on the subsurface profiles. We understand that a wetland survey will be performed to evaluate wetland indicators within the proposed development area. We request to review and possibly amend our normal seasonal high groundwater estimates once the wetland survey is complete. It should be noted the estimated seasonal high water level does not provide any assurance that groundwater levels will not exceed these estimated levels during any given year in the future. Should impediments to surface water drainage be present, or should rainfall intensity and duration, or total rainfall quantities, exceed the normally anticipated rainfall quantities, groundwater levels might once again exceed our seasonal high estimates. The depth of the groundwater level encountered at the boring location is presented on the Subsurface Profiles.

We recommend positive drainage be established and maintained on the site during construction. We further recommend permanent measures be constructed to maintain positive drainage from the site throughout the life of the project.



4.0 PAVEMENT RECOMMENDATIONS

4.1 GENERAL

It is anticipated a flexible asphalt pavement section will be utilized for the subject project.

As discussed, soils containing many large pieces of wood were encountered at a depth of approximately 2.0 feet below existing grade at Boring Location R-16 and soils containing many organics and large roots (PT/MUCK) was encountered between approximately 1.0 and 3.5 feet below existing grade at Boring Location R-59. We recommend that backhoe excavated test pits be performed at these locations prior to construction of the proposed roadway. It is our opinion the test pits will enable UES to determine the necessity of any materials to be removed and if so, the horizontal and vertical limits of the unsuitable soil to be removed.

4.2 FLEXIBLE ASPHALTIC PAVEMENT

Because traffic loadings are commonly unavailable, we have generalized our pavement design into two groups. The group descriptions and the recommended component thicknesses are presented in Table 1 below.

Table 1			
Pavement Component Recommendations			
Traffic Group	Component Thickness (Inches)		
	Stabilized Subgrade	Base Course	Surface Course
Roadway - light duty	12	6	1.5
Roadway - heavy duty	12	8	2.0

4.3 STABILIZED SUBGRADE

We recommend that subgrade materials be compacted in place according to the requirements in the "Site Preparation" section of this report. Further, stabilize the subgrade materials to a minimum Limerock Bearing Ratio (LBR) of 40 percent as specified by Florida Department of Transportation (FDOT) requirements for Type B Stabilized Subgrade.

Further, the stabilized subgrade can be imported material or a blend of on-site soils and imported materials. If a blend is proposed, we recommend that the contractor perform a mix design to find the optimum mix proportions.

The primary function of stabilized subgrade beneath the base course is to provide a stable and firm subgrade so that the base course can be properly placed and compacted. Depending upon the soil type, the subgrade material may have sufficient stability to provide the needed support without additional stabilizing material. Generally speaking, sands with silt or clay typically have sufficient stability and may not require additional stabilizing material. Conversely, relatively "clean" sands may not provide sufficient stability in order to adequately construct the base course.

4.4 BASE COURSE

We recommend that the base course consist of either limerock or graded crushed aggregate (crushed concrete).



4.4.1 Limerock

Limerock should have a minimum LBR of 100 percent and should be mined from an FDOT approved source. Place limerock in maximum 6-inch lifts and compact each lift to a minimum density of 98 percent of the Modified Proctor maximum dry density.

4.4.2 Crushed Concrete Base

Crushed concrete should be supplied by an approved plant with quality control procedures. The crushed concrete stockpiled should be free of sandy pockets, foreign materials, and uncrushed particles. We recommend the following specifications be enforced.

- a) Crushed concrete shall not contain lumps, balls or pockets of sand or clay sized material in sufficient quantity as to be detrimental to the proper binding, finishing or strength of the crushed concrete base.
- b) Samples of base course materials shall be supplied to the engineer prior to use in the work. Additional samples shall be furnished during construction, as necessary.
- c) At least 97 percent (by weight) of the material shall pass a 3-1/2 inch sieve and the material shall be graded uniformly down to dust. The fine material shall consist entirely of dust or fracture. All crushing or breaking-up which might be necessary in order to meet such size requirements shall be done before the material is placed on the road.
- d) The base shall be bladed and shaped to conform to the typical sections shown on the plans. Then the base shall be compacted by rolling with a combination of steel wheel and rubber tired rollers until an average density of 98 percent of the maximum density obtainable under AASHTO Method T-180 is reached. The base shall have an average LBR of not less than 150. The LBR value of material produced at a particular source shall be determined in accordance with an approved quality control procedure.

Testing shall be performed at the following frequency:

- 1) Perform in-place density tests on crushed concrete base at a frequency of 2 tests per pavement area or 1 test per 5,000 square feet whichever is greater
- 2) Perform Limerock Bearing Ratio tests at a frequency of 1 test per visual change in material and a minimum of 1 test per pavement area or every 15,000 square feet whichever is greater.
- 3) Engineer should perform a final visual base inspection prior to placement of prime or tack coat and paving.

4.5 SURFACE COURSE

In light duty areas where there is occasional truck traffic, but primarily passenger cars, we recommend using an asphaltic concrete, FDOT Type SP 9.5 mix. In heavy duty areas where truck traffic is predominant, we recommend using an asphaltic concrete, FDOT Type SP 12.5 mix.

It should be noted if a more aesthetically pleasing asphalt surface is required a layer of Friction Course (FC) (finer aggregate) could be placed. A 1/2-inch layer of FC asphalt can be placed above the SP asphaltic concrete. However, this may result in increased costs.

Asphaltic concrete mixes should be a current FDOT approved design of the materials actually used. Samples of the materials delivered to the project should be tested to verify that the aggregate gradation and asphalt content satisfies the mix design requirements. Compact the asphalt to a minimum of 90 percent of the Gmm (maximum voidless specific gravity).



After placement and field compaction, core the wearing surface to evaluate material thickness and to perform laboratory densities. Obtain cores at frequencies of at least one core per 3,000 square feet of placed pavement or a minimum of two cores per day's production.

In parking lots, for extended life expectancy of the surface course, we recommend applying a coal tar emulsion sealer at least six months after placement of the surface course. The seal coat will help to patch cracks and voids, and protect the surface from damaging ultraviolet light and automobile liquid spillage. Please note that applying the seal coat prior to six months after placement may hinder the "curing" of the surface course, leading to its early deterioration.

4.6 CURBING

We recommend that curbing around landscaped sections adjacent to the parking lots and driveways be constructed with full-depth curb sections. Using extruded curb sections which lie directly on top of the final asphalt level, or eliminating the curbing entirely, may not significantly impede the migration of irrigation water from the landscape areas to the interface between the asphalt and the base. This migration often causes separation of the wearing surface from the base and subsequent rippling and pavement deterioration. It is recommended that the subgrade below the curbing be stabilized to a minimum LBR of 40.

4.7 CONSTRUCTION TRAFFIC

Light duty roadways and incomplete pavement sections will not perform satisfactorily under construction traffic loadings. We recommend that construction traffic (construction equipment, concrete trucks, sod trucks, garbage trucks, dump trucks, etc.) be re-routed away from these roadways or that the pavement section be designed for these loadings.

4.8 EFFECTS OF GROUNDWATER

We recommend that all pavement sections analyses incorporate the seasonal high groundwater conditions. Based on the groundwater level at the site, the below separations will be maintained.

Table 2 Recommended Minimum Clearance Between Pavement Base and Wet Season Water Table	
Type of Base	Separation (inches)
Limerock	18
Crushed Concrete	12

One of the most critical influences on the pavement performance in Central Florida is the relationship between the pavement subgrade and the seasonal high groundwater level. Many roadways and parking areas have been destroyed as a result of deterioration of the base and the base/surface course bond resulting from a high water table. **Regardless of the type of base selected, we recommend that the seasonal high groundwater and the bottom of the base course be separated by at least the amount presented in Table 2 above.**

4.9 SITE PREPARATION FOR PAVEMENT AREAS

We recommend the following site preparation procedures:

1. Strip the proposed construction limits of all debris, grass, roots, topsoil, asphalt and other deleterious materials within, and 3 feet beyond, the proposed pavement limits. Expect initial clearing and grubbing to depths of approximately 6 to 24-inches.



2. Proof-compact the exposed surface with the light to medium roller until you maintain density of at least 98 percent should be obtained in the upper 12 inches below base course. If any clayey soils are exposed during sitework operations, do not directly compact them. An initial lift of fill should be placed then compacted. We recommend the compacted soils exhibit moisture content within 2 percent of the soils optimum moisture content as determined by the Modified Proctor Test (ASTM D-1557). **Vibratory equipment should be operated in static mode within 100 feet of adjacent structures.**
3. Should the soils experience pumping and soil strength loss during the compaction operations, compaction work should be immediately terminated and (1) the disturbed soils removed and backfilled with dry structural fill soils which are then compacted, or (2) the excess moisture content within the disturbed soils allowed to dissipate before recompacting.
4. Test the compacted surface for density at a frequency of not less than one test per 300 linear feet of pavement area (minimum three locations per pavement area).
5. Place and compact backfill material, as required. The fill should consist of "clean," fine sand with less than 5 percent soil fines. You may use fill materials with soil fines between 5 percent and 10 percent, but strict moisture control may be required. Place fill in uniform 10 to 12-inch loose lifts and compact each lift to a minimum density of 95 percent of the Modified Proctor maximum dry density with the exception that densities of at least 98 percent should be obtained within the upper one foot below base course. We recommend the compacted soils exhibit moisture content within 2 percent of the soils optimum moisture content as determined by the Modified Proctor Test (ASTM D-1557).
6. Perform compliance tests within each lift of fill at a frequency of not less than one test per 300 linear feet of pavement area (minimum of three locations per pavement area).

5.0 UNDERGROUND UTILITY INSTALLATION RECOMMENDATIONS

5.1 GENERAL

We have not been provided with the underground utility bearing depths at this time. It is anticipated the proposed utility pipelines will be placed at depths coinciding with the very loose to medium dense fine sand (SP), fine sand with silt (SP-SM), and silty fine sand (SM) encountered during our subsurface exploration within the upper 15 to 25 feet. The silty soils are typically difficult to compact in confined spaces, thus it is not conducive for backfill.

As discussed, we recommend that backhoe excavated test pits be performed at Locations R-16 and R-59 prior to construction to determine the vertical and horizontal extent of unsuitable material. Unsuitable material cannot be used as backfill. Additional suitable backfill will be required.

5.2 SITE PREPARATION RECOMMENDATIONS

We recommend the following site preparation procedures to preclude significant settlement of the pipeline alignment section:

1. Implement temporary groundwater control measures as necessary. It is recommended the groundwater be maintained at least 18 inches below compacted surfaces, and also 18 inches below the depths of excavation required. Temporary groundwater control measures should be the responsibility of the contractor. The majority of the encountered soils along the corridor consisted of clean "free draining" material, which will result in copious amounts of groundwater presence, if depth of excavation is below the groundwater level. The contractor should take the varying conditions into consideration.
2. Excavate to the proposed utility bearing level. FDOT No. 57 stone placed below the pipeline bearing depths in a thickness of one foot can be used in lieu of compacted structural backfill if



necessary. It is recommended the stone be fully wrapped with a geotextile filter fabric such as Contech C 31NW or equivalent. The excavations should be performed in accordance with OSHA specifications.

3. Compact the exposed surface of sandy soils within the excavations with lightweight, hand equipment until a density of at least 95 percent of the Modified Proctor maximum dry density (ASTM D-1557) is achieved within the upper one foot. Also, as discussed, No. 57 stone can be used. We recommend the compacted soils have moisture content within 2 percent of the optimum value as determined by the Modified Proctor maximum dry density (ASTM-D1557).

Should the soils experience pumping and soil strength loss during the compaction operations, compaction work should be immediately terminated and (1) the disturbed soils removed and backfilled with dry structural fill soils which are then compacted, or (2) the excess moisture content within the disturbed soils allowed to dissipate before recompacting.

4. Test the compacted surface within the upper one foot for density at a frequency of not less than one test per 200 linear feet of pipeline.
5. Place fill material, as required. The fill should consist of "clean," fine sand with less than 5 percent soil fines. You may use fill materials with soil fines between 5 percent and 10 percent, but strict moisture control may be required. Place fill in uniform 10 to 12-inch loose lifts and compact each lift to a minimum density of 95 percent of the Modified Proctor maximum dry density. We recommend the compacted soils have moisture content within 2 percent of the optimum value as determined by the Modified Proctor maximum dry density (ASTM-D1557).
6. Perform compliance tests within each lift of fill at a frequency of not less than one test per 200 linear feet of pipeline.

6.0 STORMWATER DESIGN RECOMMENDATIONS

6.1 GENERAL

For a dry bottom retention facility, performance will be significantly influenced by the soil permeability and the vertical separation between the bottom and the seasonal high groundwater level. A wet retention facility should be excavated to a depth necessary to obtain a sufficient water depth to limit growth of aquatic vegetation.

The silty fine sand (SM) and weakly cemented fine sand with silt (SP-SM, HARDPAN) should be considered to have poor drainage characteristics. The clayey fine sand (SC) as encountered should be considered a confining layer. The base of aquifer should be assumed at the top of the clayey soils for pond modeling purposes. Partial removal of these soils may be necessary for pond recovery. All pond backfill material should be clean sandy soils having 5 percent or less fines passing the No. 200 sieve.

If requested, UES can assist in evaluating the facility design exfiltration rates, underdrains and/or groundwater baseflow as pond geometry and stormwater volume requirements become available.

6.2 BORROW SUITABILITY

Borings P-1 through P-16 were performed, to provide an indication of the suitability of excavated soils from the proposed borrow areas for use as structural fill soil. Based on the boring results and classification of the soil samples, the fine sand (SP), fine sand with silt (SP-SM), weakly cemented fine sand with silt (SP-SM, HARDPAN) and sandy shell as encountered at the boring locations, are suitable for use as structural fill soil. The silty fine sand (SM) and clayey fine sand (SC) are generally not considered suitable for use as fill due to their fines content making it difficult to place and compact. Because the fine sand with silt (SP-SM) and weakly cemented fine sand with silt (SP-SM, HARDPAN) significantly retain moisture, strict moisture control may be required during placement and compaction



operations to avoid moisture related instability. The silty fine sand (SM) and clayey fine sand (SC), as encountered in the boring locations, can be used for road base stabilization material (LBR 40); however, this is not recommended in areas where the road base elevation is in close proximity to the groundwater table. It should be anticipated the soils in the proposed borrow pit areas that are below the groundwater level will have moisture contents in excess of the Modified Proctor optimum moisture content and will require stockpiling or spreading to bring the moisture content within 2 percent of the soil's optimum moisture content corresponding to the required degree of compaction. Difficult excavation of the dense and very dense soils should be anticipated.

7.0 CONSTRUCTION RELATED SERVICES

We recommend the owner retain Universal Engineering Sciences to perform construction materials tests and observations on this project. Field tests and observations include verification of foundation subgrades by monitoring filling operations and performing quality assurance tests on the placement of compacted natural soils and structural fill. We can also perform concrete testing, pavement section testing, structural steel testing and other construction materials testing services.

The geotechnical engineering design does not end with the advertisement of the construction documents. The design is an on-going process throughout construction. Because of our familiarity with the site conditions and the intent of the engineering design, we are most qualified to address problems that might arise during construction in a timely and cost-effective manner.

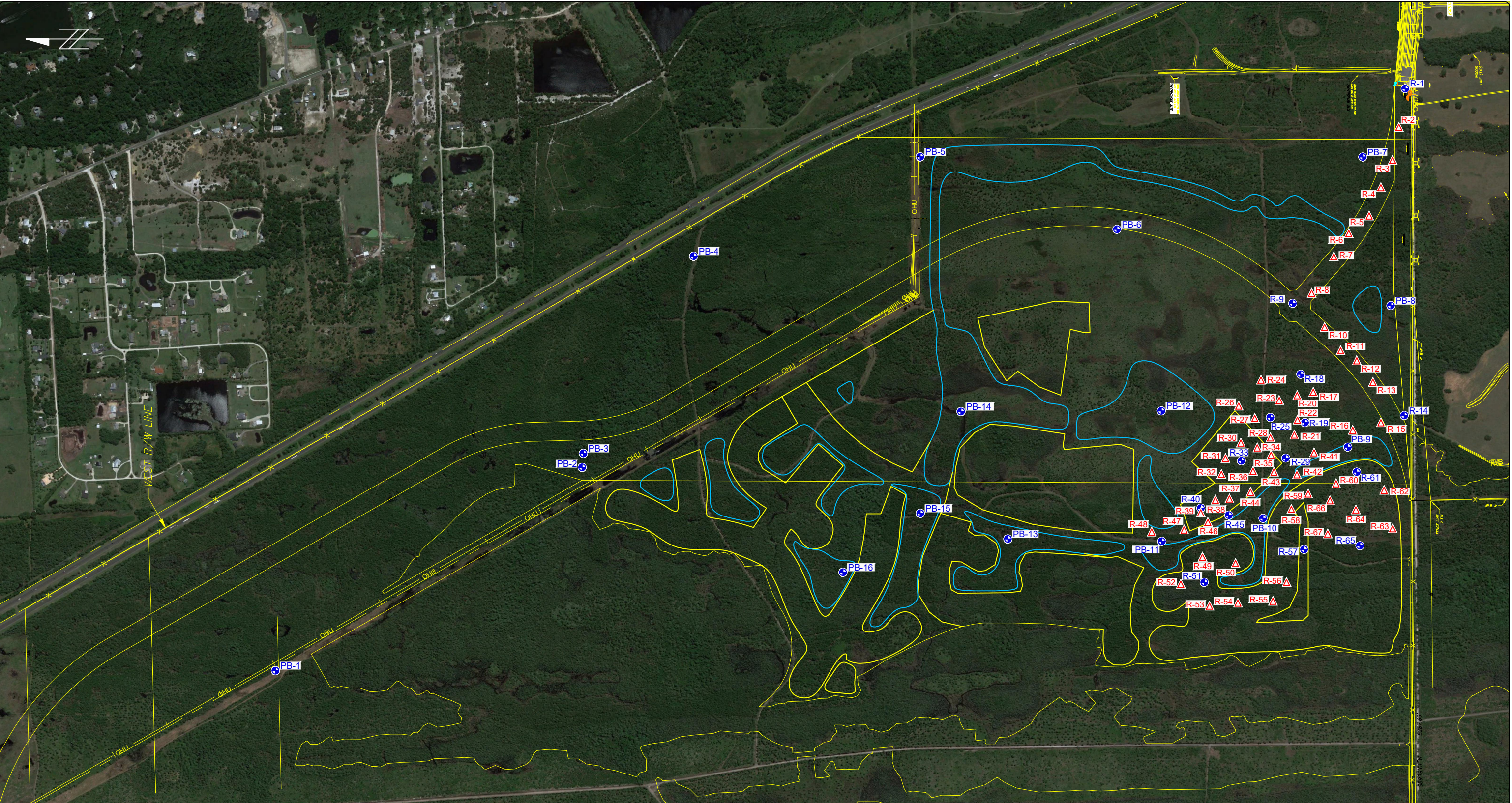
8.0 LIMITATIONS

During the early stages of most construction projects, geotechnical issues not addressed in this report may arise. Because of the natural limitations inherent in working with the subsurface, it is not possible for a geotechnical engineer to predict and address all possible problems. An Association of Engineering Firms Practicing in the Geosciences (ASFE) publication, "Important Information about Your Geotechnical Engineering Report" appears in Appendix C, and will help explain the nature of geotechnical issues. Further, we present documents in Appendix C: Constraints and Restrictions, to bring to your attention the potential concerns and the basic limitations of a typical geotechnical report.



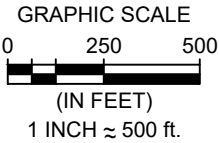
APPENDIX A

**BORING LOCATION PLAN
SUBSURFACE PROFILES
SOILS CLASSIFICATION CHART**

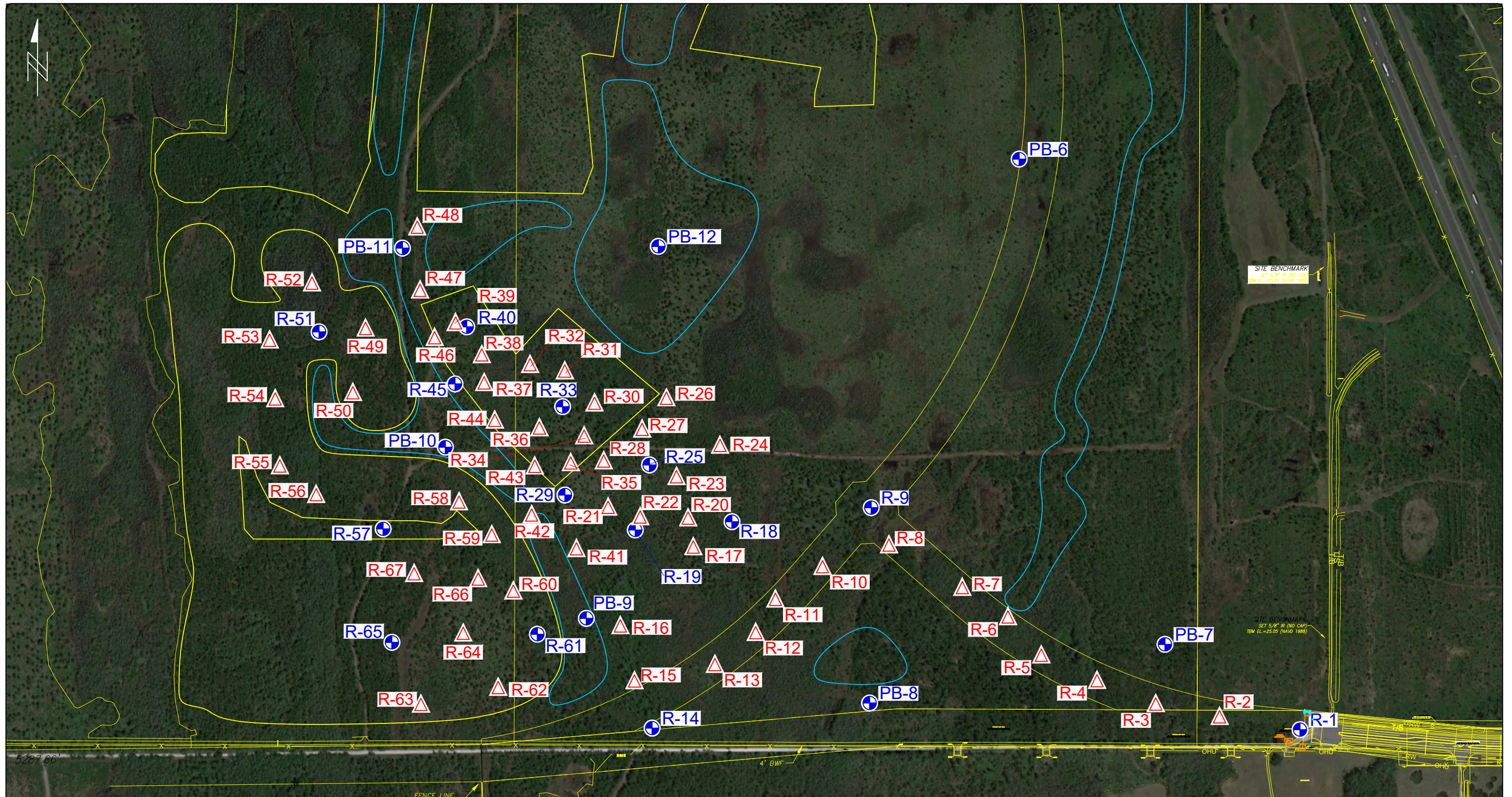


LEGEND

-  APPROXIMATE LOCATION OF AUGER BORING
-  APPROXIMATE LOCATION OF STANDARD PENETRATION TEST (SPT) BORING

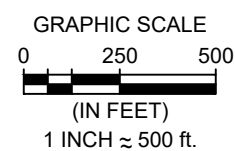


PROJECT: GEOTECHNICAL EVALUATION DEERING PARK NORTH EDGEWATER, FLORIDA				TITLE: BORING LOCATION MAP	
DRAWN BY: MKL		DATE: 06/13/23	PROJECT NO.: 0430.2300007.0000	SCALE: 1" ≈ 500'	PAGE/FIG. NO.: A-1A
CHECKED BY: BP		DATE: 06/13/23	REPORT NO.: 141374		



LEGEND

-  APPROXIMATE LOCATION OF AUGER BORING
-  APPROXIMATE LOCATION OF STANDARD PENETRATION TEST (SPT) BORING



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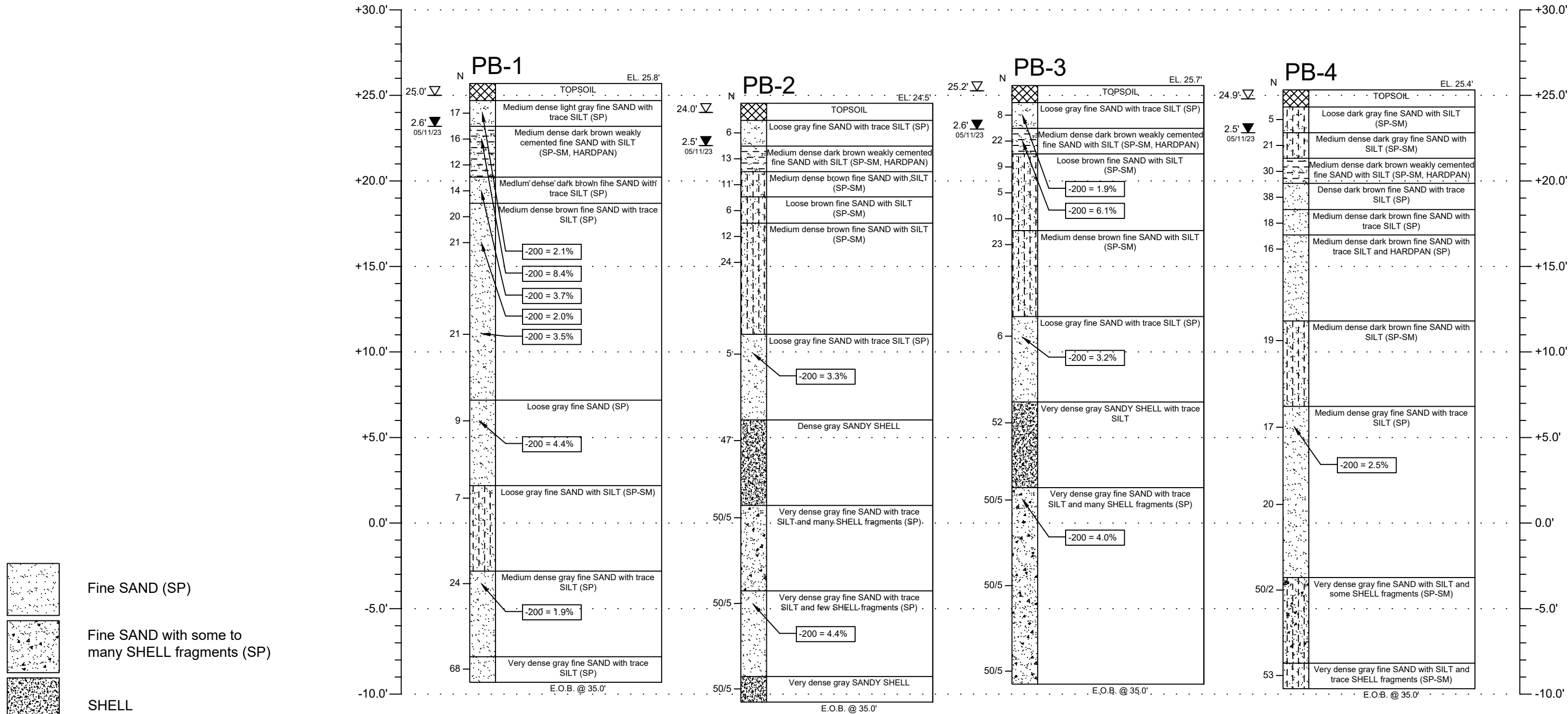
BORING LOCATION MAP

SCALE:

1" ≈ 500'

PAGE/FIG. NO.:

A-1B



- Fine SAND (SP)
- Fine SAND with some to many SHELL fragments (SP)
- SHELL
- Fine SAND with SILT (SP-SM)
- Weakly cemented fine SAND with SILT (SP-SM, Hardpan)
- SILTY fine SAND (SM)
- Topsoil (PT) ... some to many ORGANICS (PT), sometimes DEBRIS

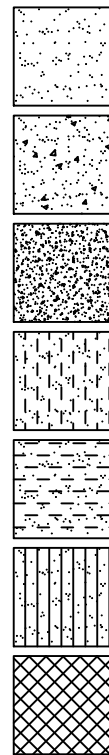
NOTES:

- Measured Groundwater Level 24 (+)
- Hours Subsequent to Time of Drilling
- (Feet Below Existing Grade)
- Estimated Seasonal High Groundwater Level (NAVD 88)
- (SP) Unified Soil Classification System
- EOB End of Boring
- N Penetr. Resistance, Blows/ft.
- HA Hand Auger Method
- WOH Weight of Hammer
- Kv Coefficient of Permeability, (ft/day)
- 200 % Passing No. 200 Sieve
- MC % Moisture Content

EL. - SURVEYED GROUNDWATER ELEVATION AT BOREHOLE (NAVD88)
* - DENOTES ESTIMATED GROUND ELEVATION AT BOREHOLE



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				PAGE/FIG. NO.: A-2	



Fine SAND (SP)

Fine SAND with some to many SHELL fragments (SP)

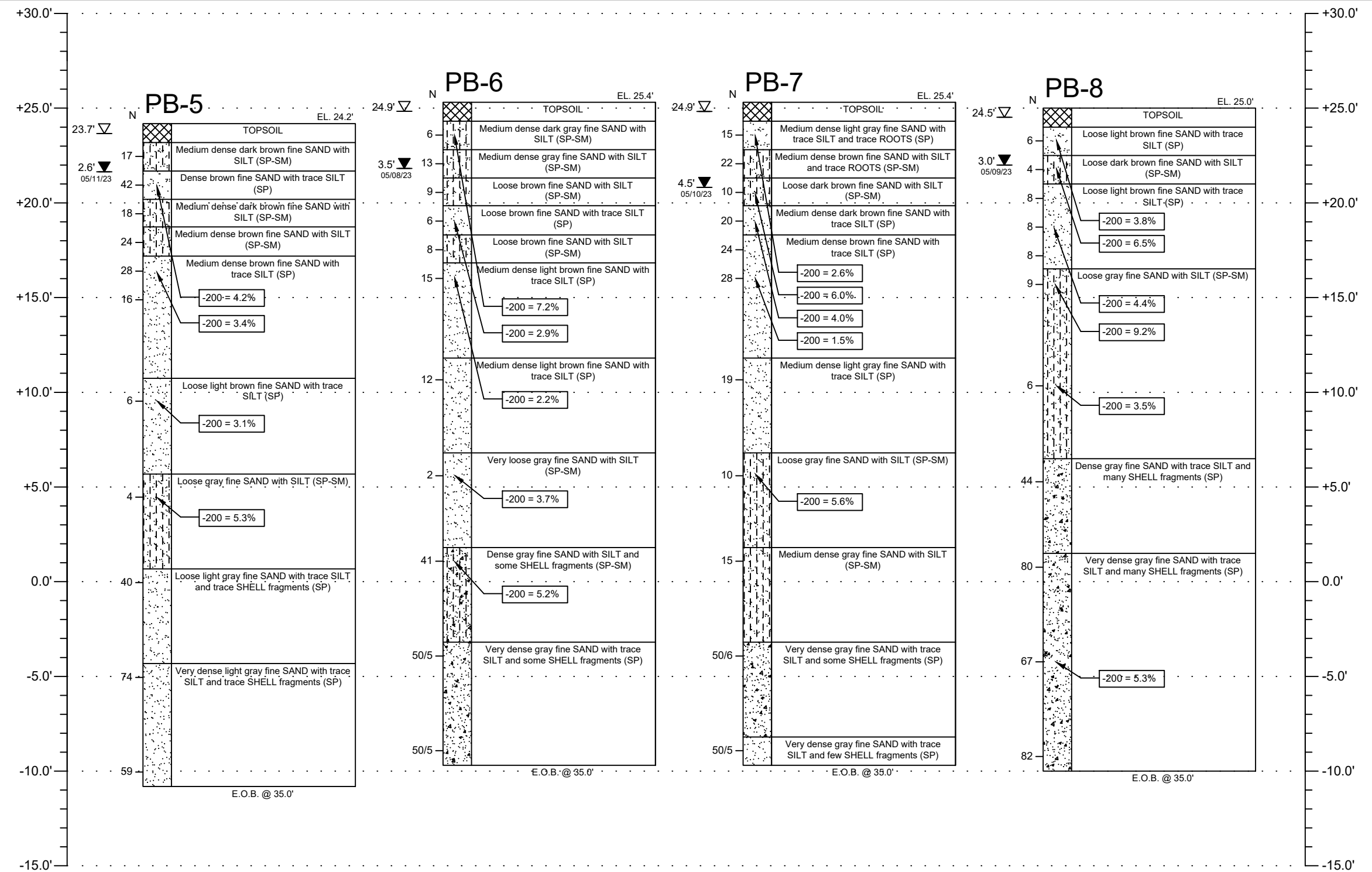
SHELL

Fine SAND with SILT (SP-SM)

Weakly cemented fine SAND with SILT (SP-SM, Hardpan)

SILTY fine SAND (SM)

Topsoil (PT) ... some to many ORGANICS (PT), sometimes DEBRIS



NOTES:

- Measured Groundwater Level 24 (+) Hours Subsequent to Time of Drilling (Feet Below Existing Grade)
- Estimated Seasonal High Groundwater Level (NAVD 88)
- Unified Soil Classification System
- End of Boring
- Penetr. Resistance, Blows/ft.
- Hand Auger Method
- Weight of Hammer
- Coefficient of Permeability, (ft/day)
- % Passing No. 200 Sieve
- % Moisture Content

EL. - SURVEYED GROUNDWATER ELEVATION AT BOREHOLE (NAVD88)
* - DENOTES ESTIMATED GROUND ELEVATION AT BOREHOLE



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SCALE:

NA (in feet)

PAGE/FIG. NO.:

A-3

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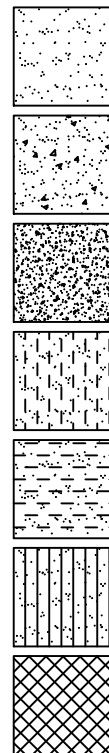
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Fine SAND (SP)

Fine SAND with some to many SHELL fragments (SP)

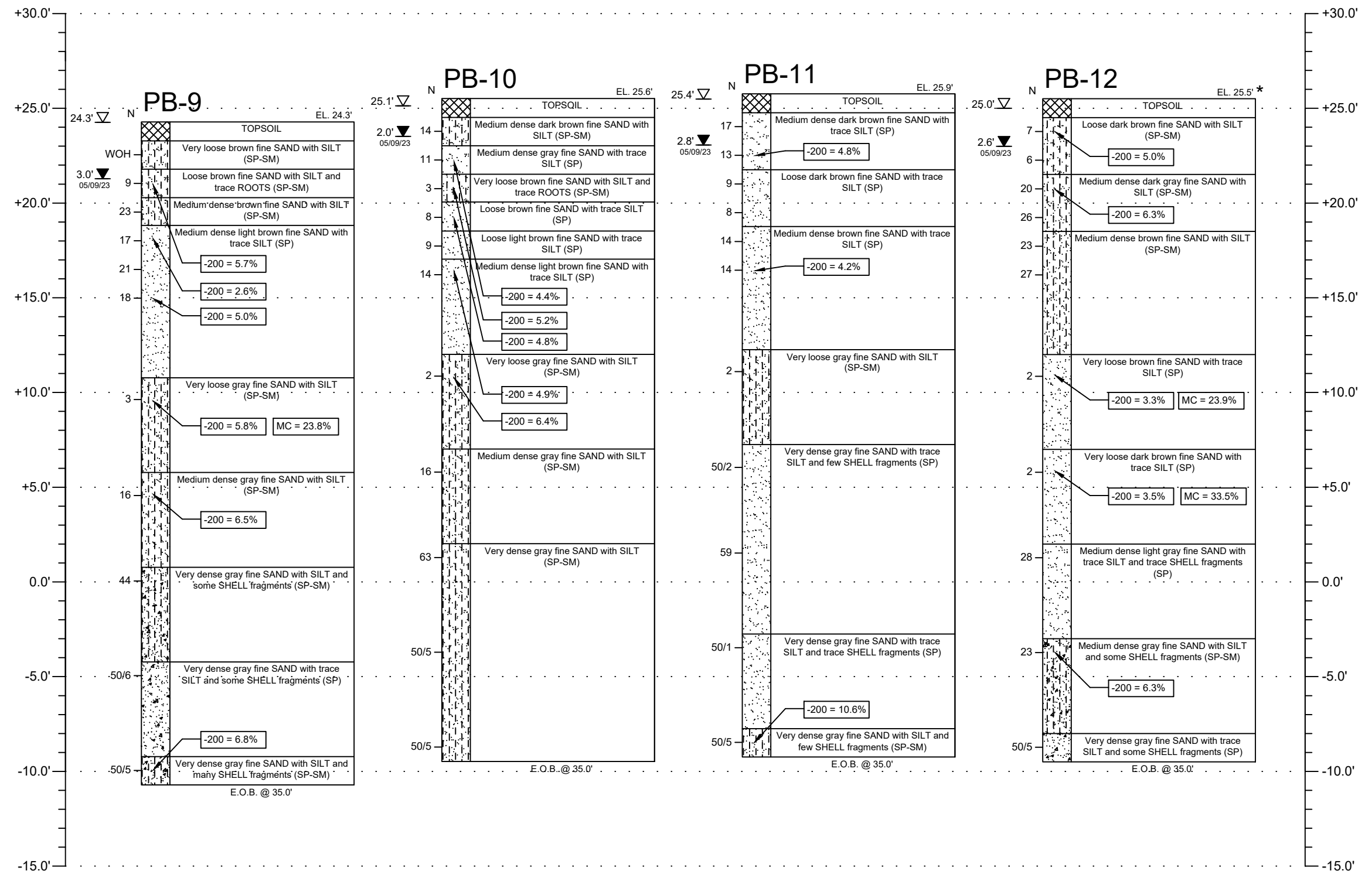
SHELL

Fine SAND with SILT (SP-SM)

Weakly cemented fine SAND with SILT (SP-SM, Hardpan)

SILTY fine SAND (SM)

Topsoil (PT) ... some to many ORGANICS (PT), sometimes DEBRIS



NOTES:

- Measured Groundwater Level 24 (+) Hours Subsequent to Time of Drilling (Feet Below Existing Grade)
- Estimated Seasonal High Groundwater Level (NAVD 88)
- Unified Soil Classification System
- End of Boring
- Penetr. Resistance, Blows/ft.
- Hand Auger Method
- Weight of Hammer
- Coefficient of Permeability, (ft/day)
- % Passing No. 200 Sieve
- % Moisture Content

EL. - SURVEYED GROUNDWATER ELEVATION AT BOREHOLE (NAVD88)
* - DENOTES ESTIMATED GROUND ELEVATION AT BOREHOLE



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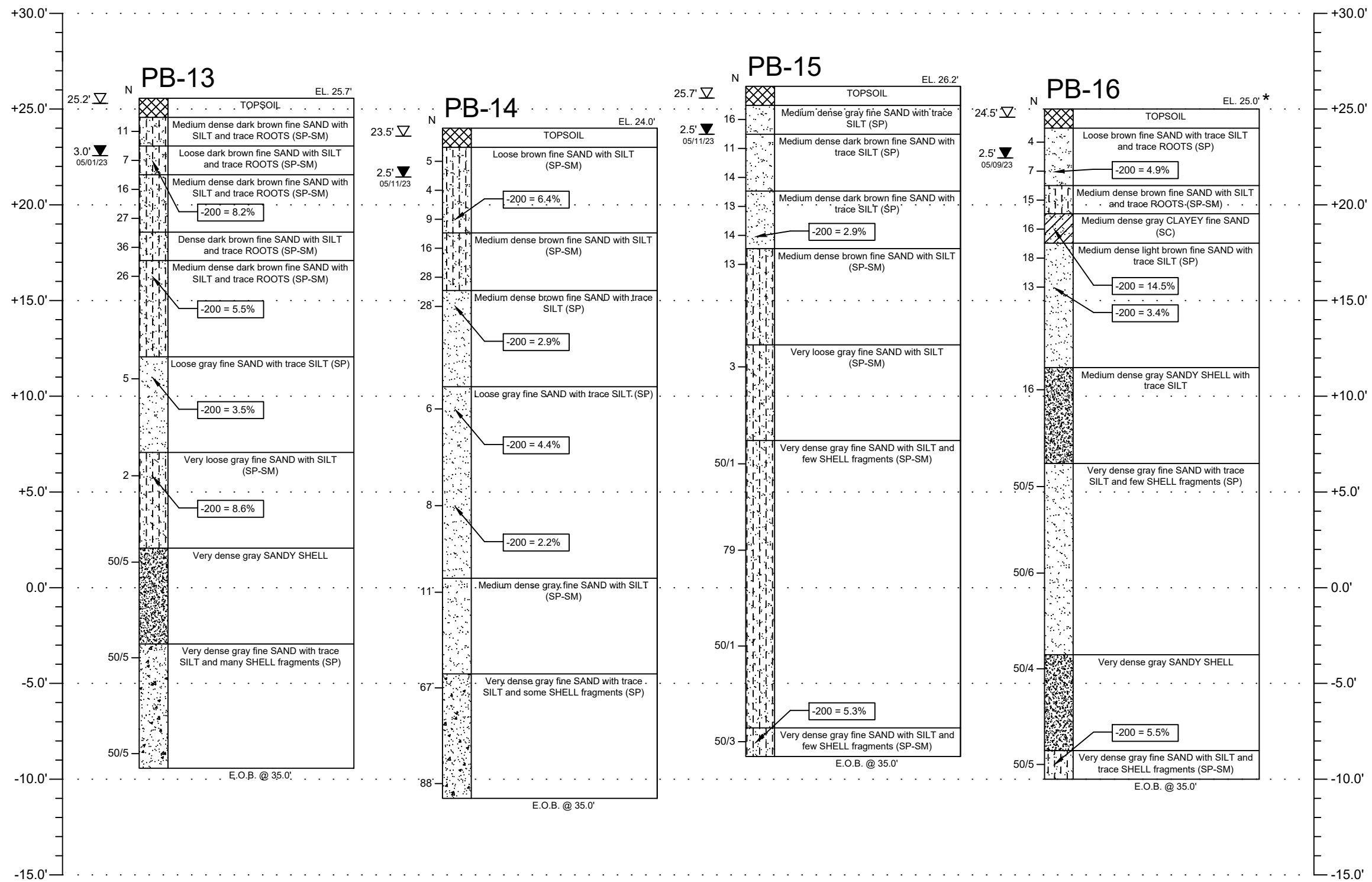
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NA (in feet)

PAGE/FIG. NO.:

A-4

-
- Fine SAND (SP)
-
- Fine SAND with some to many SHELL fragments (SP)
-
- SHELL
-
- Fine SAND with SILT (SP-SM)
-
- Weakly cemented fine SAND with SILT (SP-SM, Hardpan)
-
- SILTY fine SAND (SM)
-
- CLAYEY fine SAND (SC)
-
- Topsoil (PT) ... some to many ORGANICS (PT), sometimes DEBRIS



NOTES:

▼ Measured Groundwater Level 24 (+) Hours Subsequent to Time of Drilling (Feet Below Existing Grade)

▽ Estimated Seasonal High Groundwater Level (NAVD 88)

(SP) Unified Soil Classification System

EOB End of Boring

N Penetr. Resistance, Blows/ft.

HA Hand Auger Method

WOH Weight of Hammer

Kv Coefficient of Permeability, (ft/day)

-200 % Passing No. 200 Sieve

MC % Moisture Content

EL. - SURVEYED GROUNDWATER ELEVATION AT BOREHOLE (NAVD88)

* - DENOTES ESTIMATED GROUND ELEVATION AT BOREHOLE

PROJECT:

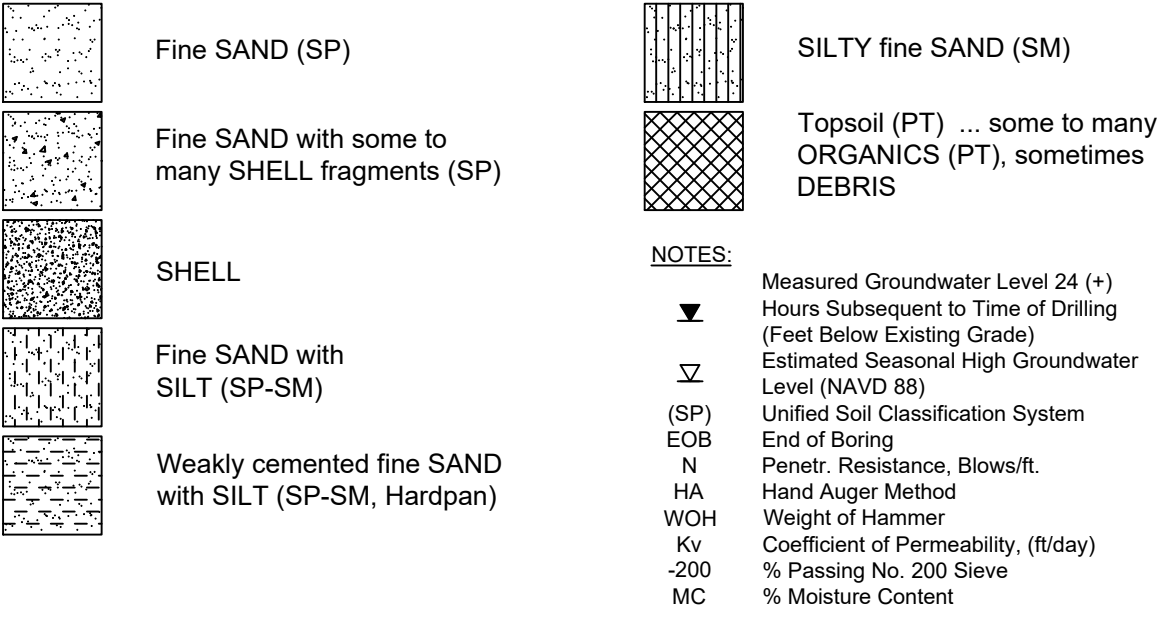
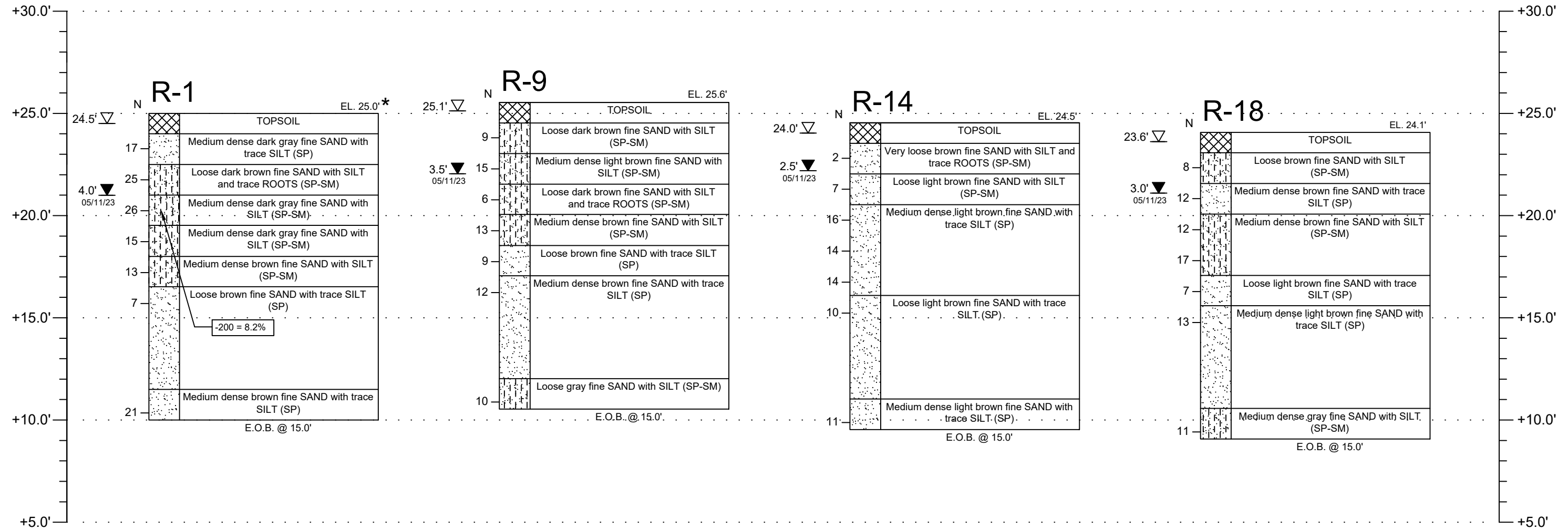
GEOTECHNICAL EVALUATION
DEERING PARK NORTH
EDGEWATER, FLORIDA

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TITLE:

SUBSURFACE PROFILES

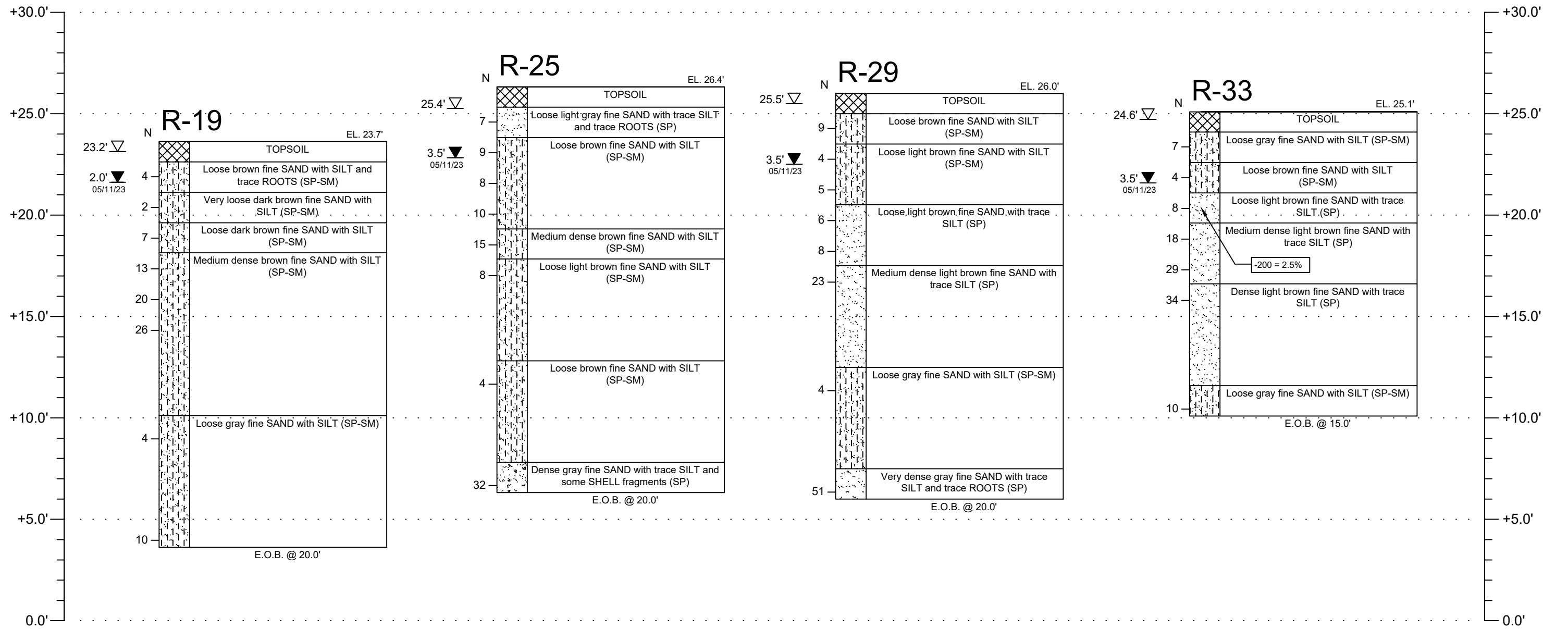
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EL. - SURVEYED GROUNDWATER ELEVATION AT BOREHOLE (NAVD88)
* - DENOTES ESTIMATED GROUND ELEVATION AT BOREHOLE



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SCALE: NA (in feet)				PAGE/FIG. NO.: A-6	



Fine SAND (SP)

Fine SAND with some to many SHELL fragments (SP)

SHELL

Fine SAND with SILT (SP-SM)

Weakly cemented fine SAND with SILT (SP-SM, Hardpan)

SILTY fine SAND (SM)

Topsoil (PT) ... some to many ORGANICS (PT), sometimes DEBRIS

NOTES:

▼ Measured Groundwater Level 24 (+) Hours Subsequent to Time of Drilling (Feet Below Existing Grade)

▽ Estimated Seasonal High Groundwater Level (NAVD 88)

(SP) Unified Soil Classification System

EOB End of Boring

N Penetr. Resistance, Blows/ft.

HA Hand Auger Method

WOH Weight of Hammer

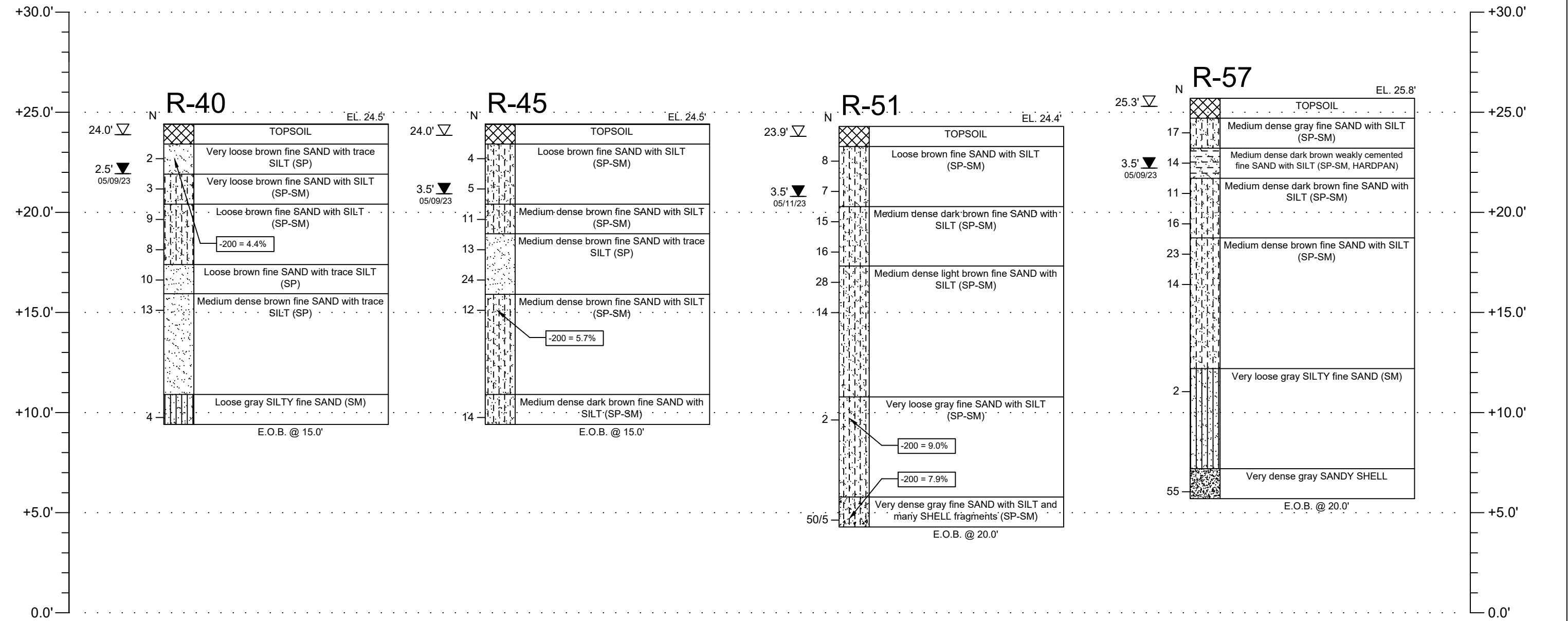
Kv Coefficient of Permeability, (ft/day)

-200 % Passing No. 200 Sieve

MC % Moisture Content

EL. - SURVEYED GROUNDWATER ELEVATION AT BOREHOLE (NAVD88)
★ - DENOTES ESTIMATED GROUND ELEVATION AT BOREHOLE

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					SCALE: NA (in feet)	PAGE/FIG. NO.: A-7



Fine SAND (SP)

Fine SAND with some to many SHELL fragments (SP)

SHELL

Fine SAND with SILT (SP-SM)

Weakly cemented fine SAND with SILT (SP-SM, Hardpan)

SILTY fine SAND (SM)

Topsoil (PT) ... some to many ORGANICS (PT), sometimes DEBRIS

NOTES:

▼

Measured Groundwater Level 24 (+)
Hours Subsequent to Time of Drilling
(Feet Below Existing Grade)

▽

Estimated Seasonal High Groundwater Level (NAVD 88)

(SP)

Unified Soil Classification System

EOB

End of Boring

N

Penetr. Resistance, Blows/ft.

HA

Hand Auger Method

WOH

Weight of Hammer

Kv

Coefficient of Permeability, (ft/day)

-200

% Passing No. 200 Sieve

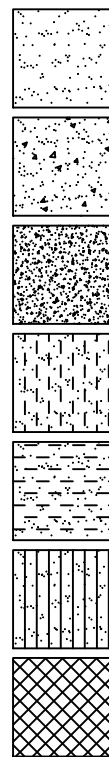
MC

% Moisture Content

EL. - SURVEYED GROUNDWATER ELEVATION AT BOREHOLE (NAVD88)
* - DENOTES ESTIMATED GROUND ELEVATION AT BOREHOLE



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				SCALE: NA (in feet)	PAGE/FIG. NO.: A-8



Fine SAND (SP)

Fine SAND with some to many SHELL fragments (SP)

SHELL

Fine SAND with SILT (SP-SM)

Weakly cemented fine SAND with SILT (SP-SM, Hardpan)

SILTY fine SAND (SM)

Topsoil (PT) ... some to many ORGANICS (PT), sometimes DEBRIS

NOTES:



Measured Groundwater Level 24 (+)
Hours Subsequent to Time of Drilling
(Feet Below Existing Grade)
Estimated Seasonal High Groundwater
Level (NAVD 88)
Unified Soil Classification System
End of Boring
N Penetr. Resistance, Blows/ft.
HA Hand Auger Method
WOH Weight of Hammer
Kv Coefficient of Permeability, (ft/day)
-200 % Passing No. 200 Sieve
MC % Moisture Content



(SP)

EOB

N

HA

WOH

Kv

-200

MC

EL. - SURVEYED GROUNDWATER ELEVATION AT BOREHOLE (NAVD88)
* - DENOTES ESTIMATED GROUND ELEVATION AT BOREHOLE



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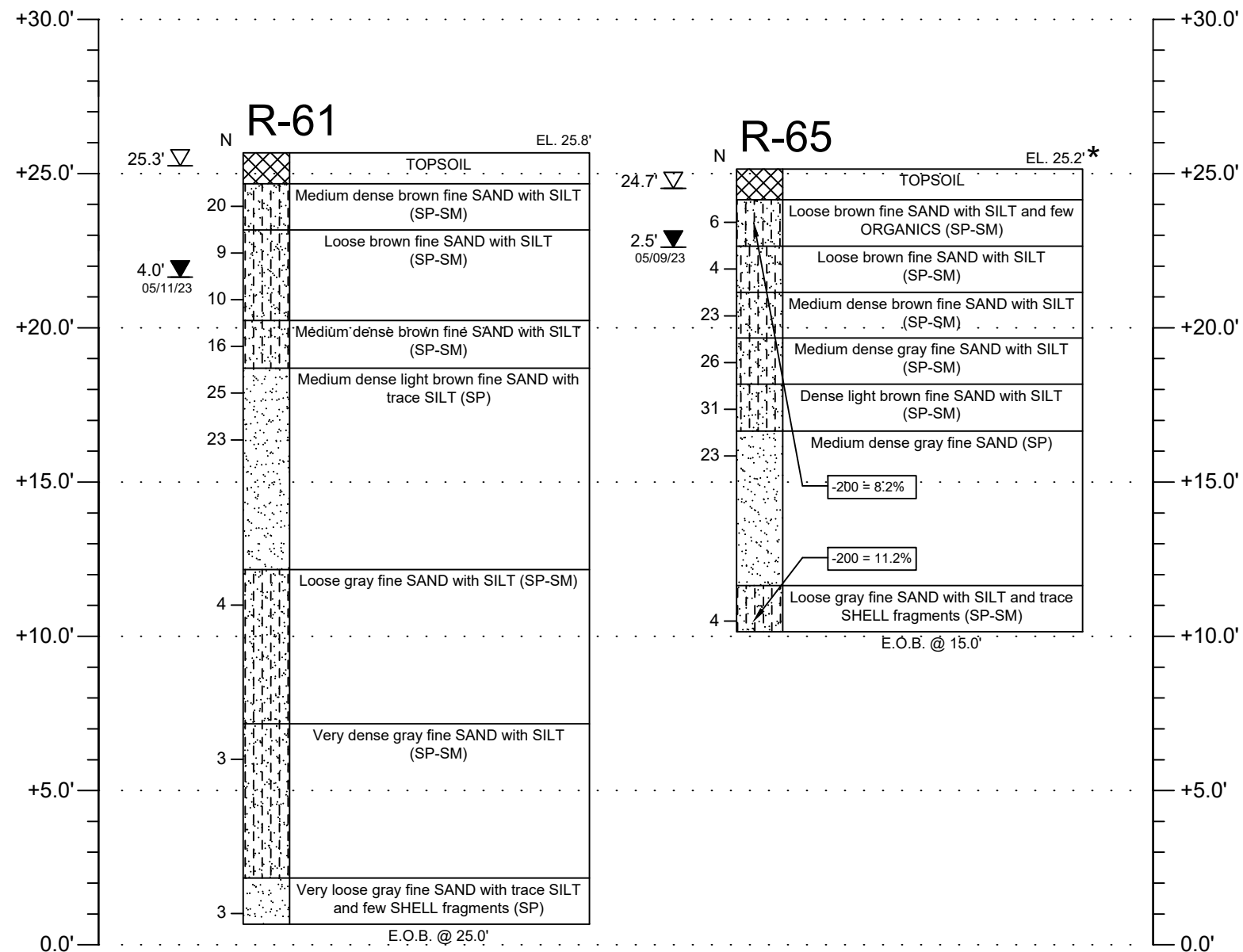
SUBSURFACE PROFILES

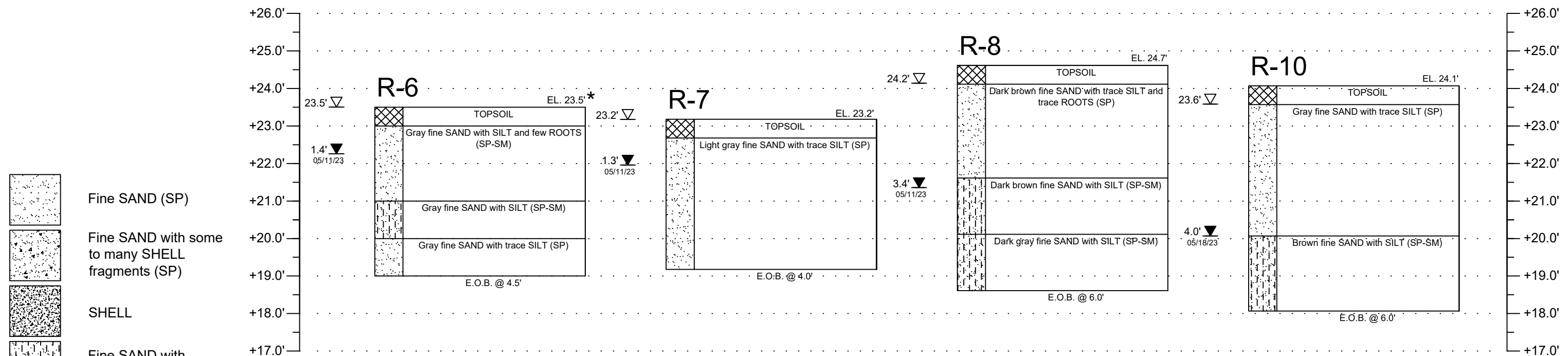
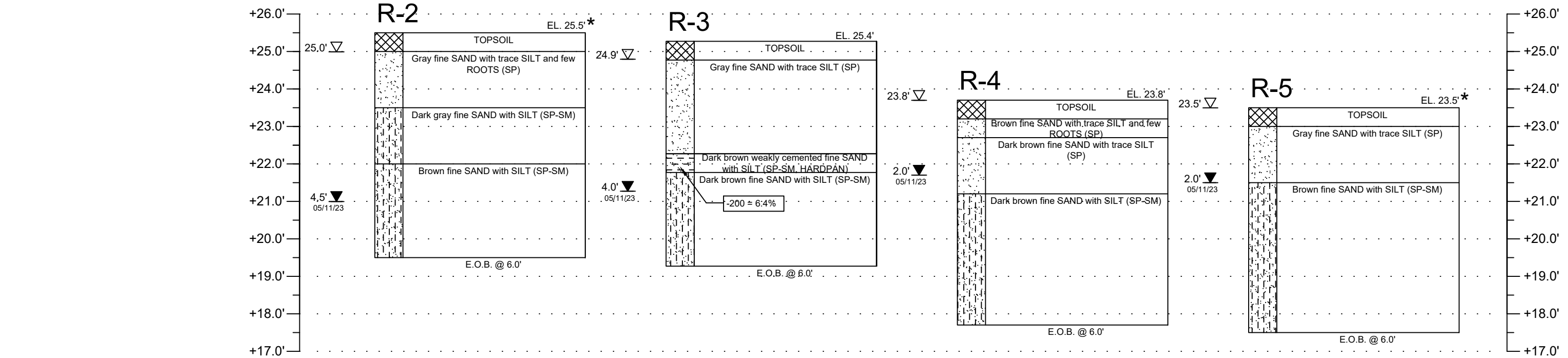
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NA (in feet)

PAGE/FIG. NO.:

A-9





- Fine SAND (SP)
- Fine SAND with some to many SHELL fragments (SP)
- SHELL
- Fine SAND with SILT (SP-SM)
- Weakly cemented fine SAND with SILT (SP-SM, Hardpan)
- SILTY fine SAND (SM)
- Topsoil (PT) ... some to many ORGANICS (PT), sometimes DEBRIS

NOTES:

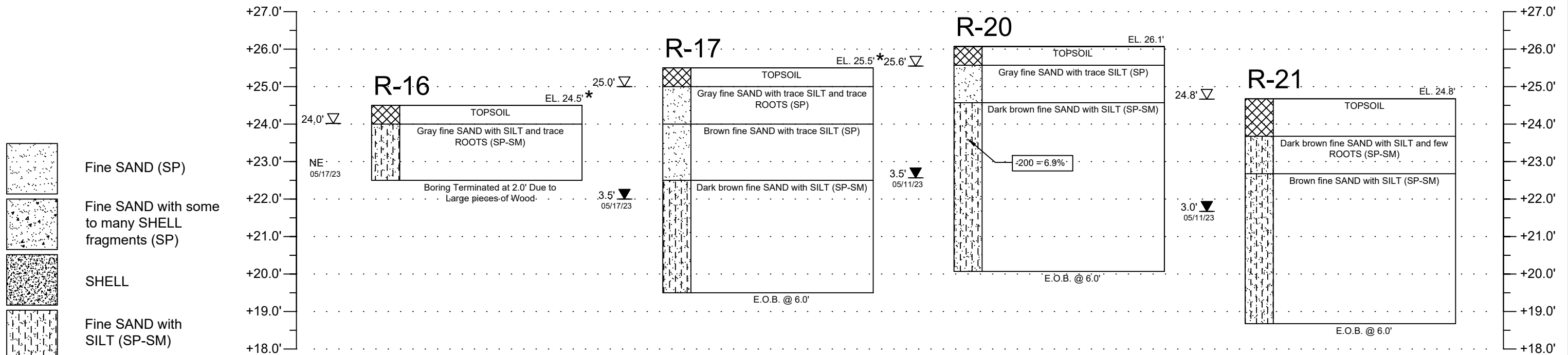
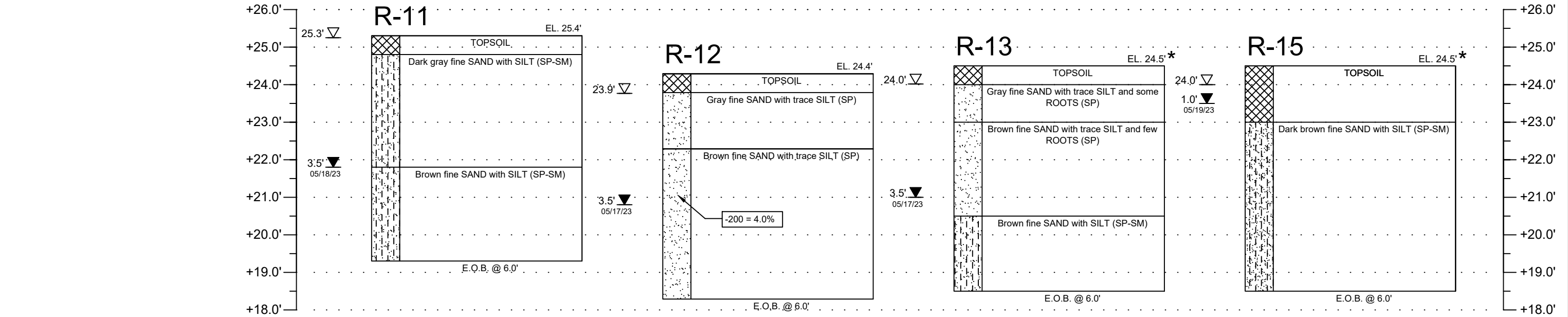
- Measured Groundwater Level 24 (+) Hours Subsequent to Time of Drilling (Feet Below Existing Grade)
- Estimated Seasonal High Groundwater Level (NAVD 88)
- Unified Soil Classification System
- End of Boring
- Penetr. Resistance, Blows/ft.
- Hand Auger Method
- Weight of Hammer
- Coefficient of Permeability, (ft/day)
- % Passing No. 200 Sieve
- % Moisture Content

EL. - SURVEYED GROUNDWATER ELEVATION AT BOREHOLE (NAVD88)
* - DENOTES ESTIMATED GROUND ELEVATION AT BOREHOLE



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				SCALE: NA (in feet)	PAGE/FIG. NO.: A-10



- Fine SAND (SP)
- Fine SAND with some to many SHELL fragments (SP)
- SHELL
- Fine SAND with SILT (SP-SM)
- Weakly cemented fine SAND with SILT (SP-SM, Hardpan)
- SILTY fine SAND (SM)
- Topsoil (PT) ... some to many ORGANICS (PT), sometimes DEBRIS

NOTES:

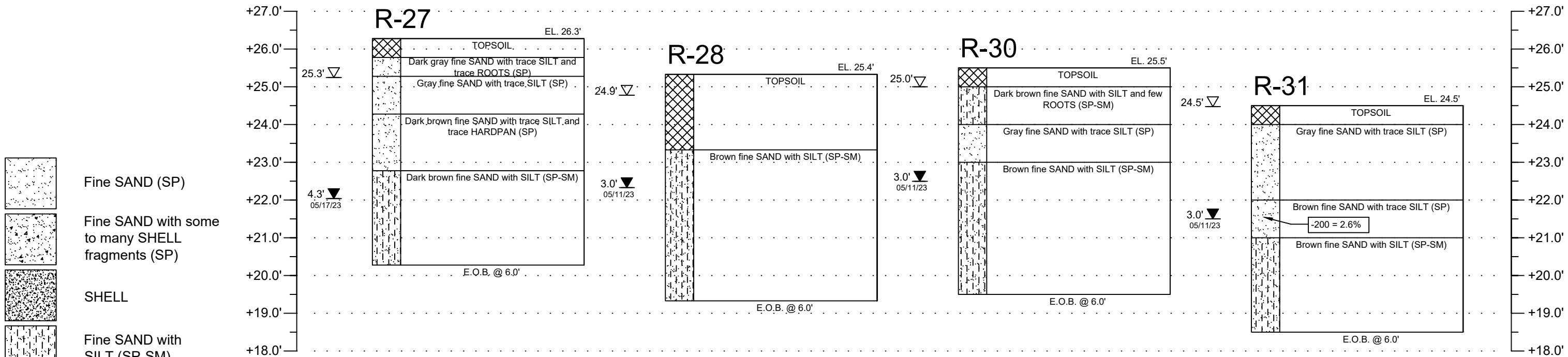
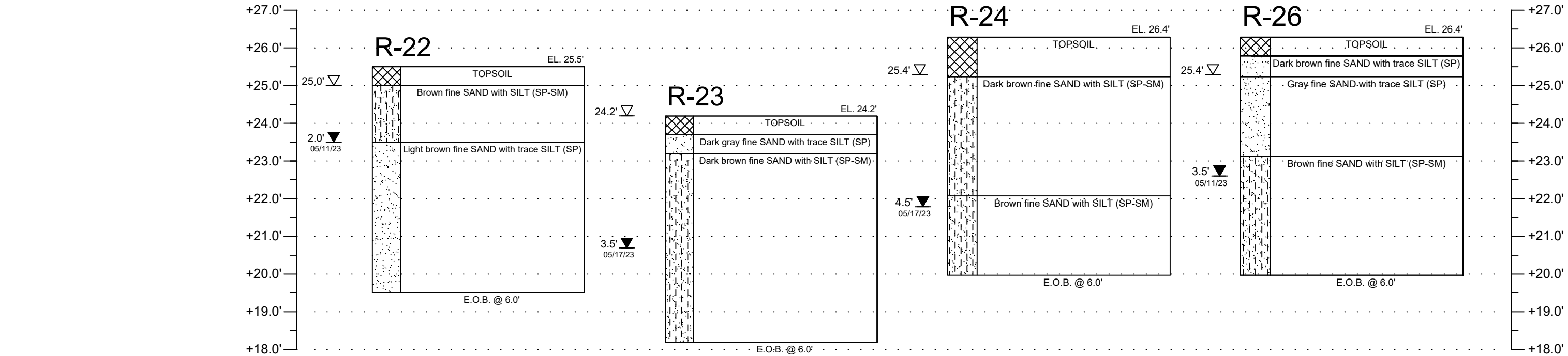
- ▼ Measured Groundwater Level 24 (+) Hours Subsequent to Time of Drilling (Feet Below Existing Grade)
- ▽ Estimated Seasonal High Groundwater Level (NAVD 88)
- (SP) Unified Soil Classification System
- EOB End of Boring
- N Penetr. Resistance, Blows/ft.
- HA Hand Auger Method
- WOH Weight of Hammer
- Kv Coefficient of Permeability, (ft/day)
- 200 % Passing No. 200 Sieve
- MC % Moisture Content

EL. - SURVEYED GROUNDWATER ELEVATION AT BOREHOLE (NAVD88)
* - DENOTES ESTIMATED GROUND ELEVATION AT BOREHOLE



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				SCALE: NA (in feet)	PAGE/FIG. NO.: A-11



- Fine SAND (SP)
- Fine SAND with some to many SHELL fragments (SP)
- SHELL
- Fine SAND with SILT (SP-SM)
- Weakly cemented fine SAND with SILT (SP-SM, Hardpan)
- SILTY fine SAND (SM)
- Topsoil (PT) ... some to many ORGANICS (PT), sometimes DEBRIS

NOTES:

▼ Measured Groundwater Level 24 (+) Hours Subsequent to Time of Drilling (Feet Below Existing Grade)

▽ Estimated Seasonal High Groundwater Level (NAVD 88)

(SP) Unified Soil Classification System

EOB End of Boring

N Penetr. Resistance, Blows/ft.

HA Hand Auger Method

WOH Weight of Hammer

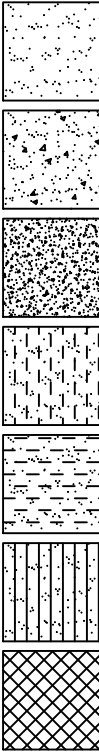
Kv Coefficient of Permeability, (ft/day)

-200 % Passing No. 200 Sieve

MC % Moisture Content

EL. - SURVEYED GROUNDWATER ELEVATION AT BOREHOLE (NAVD88)
* - DENOTES ESTIMATED GROUND ELEVATION AT BOREHOLE

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Fine SAND (SP)

Fine SAND with some to many SHELL fragments (SP)

SHELL

Fine SAND with SILT (SP-SM)

Weakly cemented fine SAND with SILT (SP-SM, Hardpan)

SILTY fine SAND (SM)

Topsoil (PT) ... some to many ORGANICS (PT), sometimes DEBRIS

NOTES:



Measured Groundwater Level 24 (+)
Hours Subsequent to Time of Drilling
(Feet Below Existing Grade)
Estimated Seasonal High Groundwater
Level (NAVD 88)



(SP)

EOB

N

HA

WOH

Kv

-200

MC

Unified Soil Classification System
End of Boring
Penetr. Resistance, Blows/ft.
Hand Auger Method
Weight of Hammer
Coefficient of Permeability, (ft/day)
% Passing No. 200 Sieve
% Moisture Content

EL. - SURVEYED GROUNDWATER ELEVATION AT BOREHOLE (NAVD88)
* - DENOTES ESTIMATED GROUND ELEVATION AT BOREHOLE



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DATE:

06/09/23

PROJECT NO.:

0430.2300007.0000

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DATE:

06/09/23

REPORT NO.:

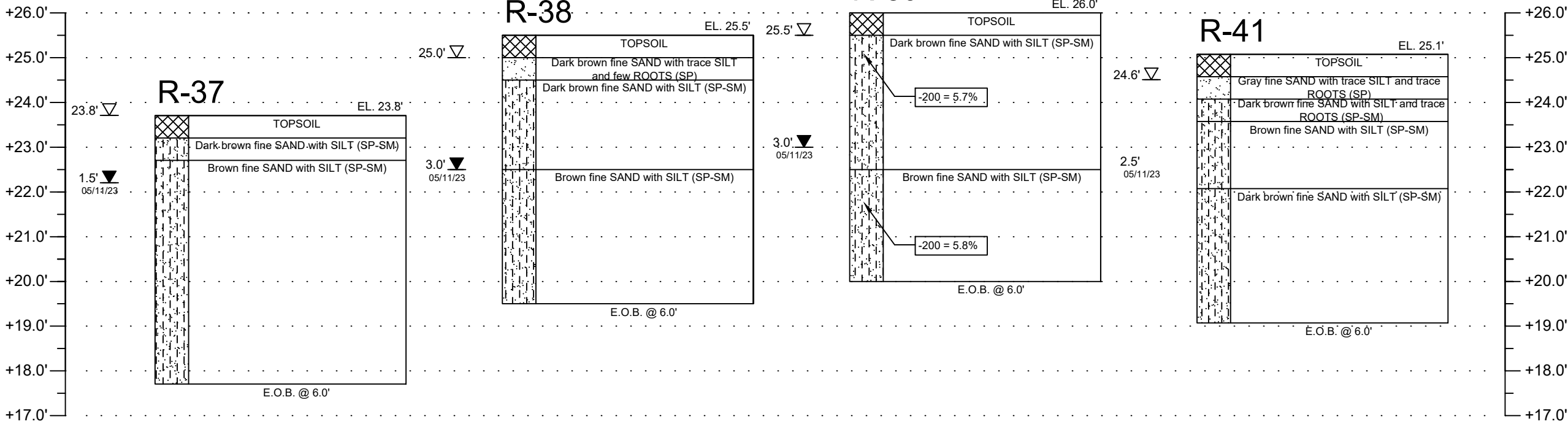
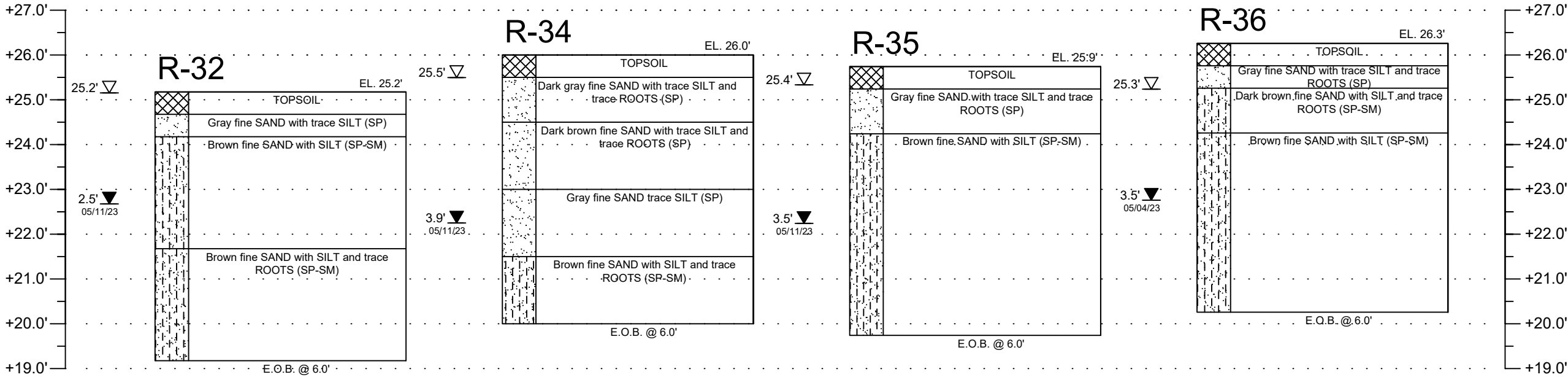
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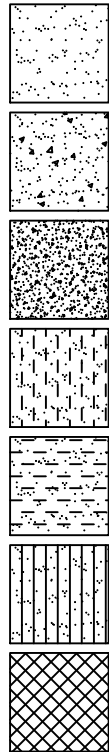
SCALE:

NA (in feet)

PAGE/FIG. NO.:

A-13





Fine SAND (SP)

Fine SAND with some to many SHELL fragments (SP)

SHELL

Fine SAND with SILT (SP-SM)

Weakly cemented fine SAND with SILT (SP-SM, Hardpan)

SILTY fine SAND (SM)

Topsoil (PT) ... some to many ORGANICS (PT), sometimes DEBRIS

NOTES:



Measured Groundwater Level 24 (+)
Hours Subsequent to Time of Drilling
(Feet Below Existing Grade)
Estimated Seasonal High Groundwater
Level (NAVD 88)



Unified Soil Classification System

End of Boring

Penetr. Resistance, Blows/ft.

Hand Auger Method

Weight of Hammer

Coefficient of Permeability, (ft/day)

% Passing No. 200 Sieve

% Moisture Content

(SP)

EOB

N

HA

WOH

Kv

-200

MC

EL. - SURVEYED GROUNDWATER ELEVATION AT BOREHOLE (NAVD88)
* - DENOTES ESTIMATED GROUND ELEVATION AT BOREHOLE



UNIVERSAL
ENGINEERING SCIENCES

PROJECT:

GEOTECHNICAL EVALUATION
DEERING PARK NORTH
EDGEWATER, FLORIDA

DRAWN BY:

MKL

DATE:

06/13/23

PROJECT NO.:

0430.2300007.0000

CHECKED BY:

BP

DATE:

06/13/23

REPORT NO.:

141374

TITLE:

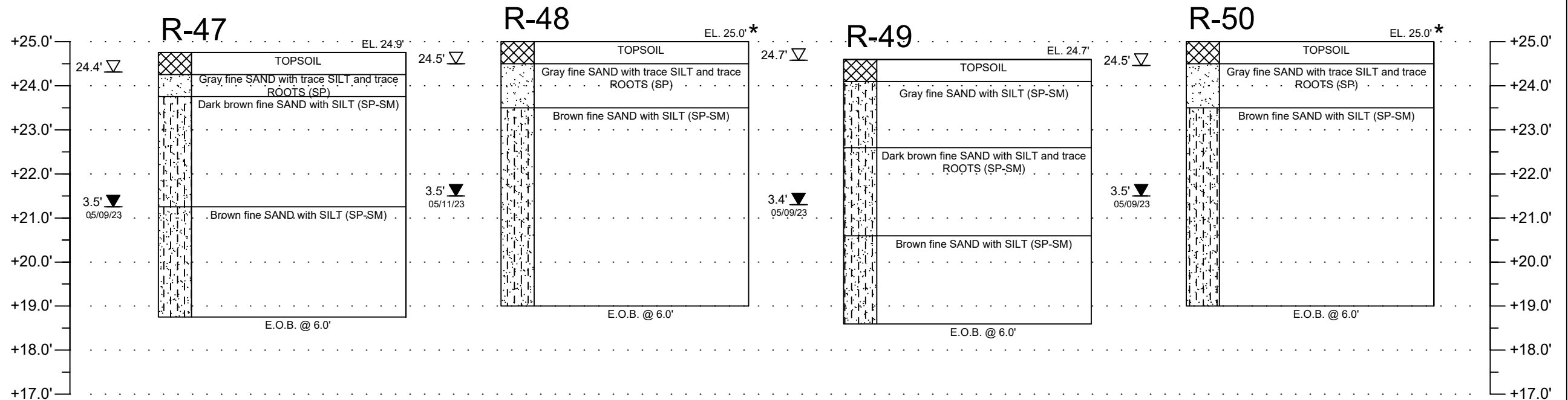
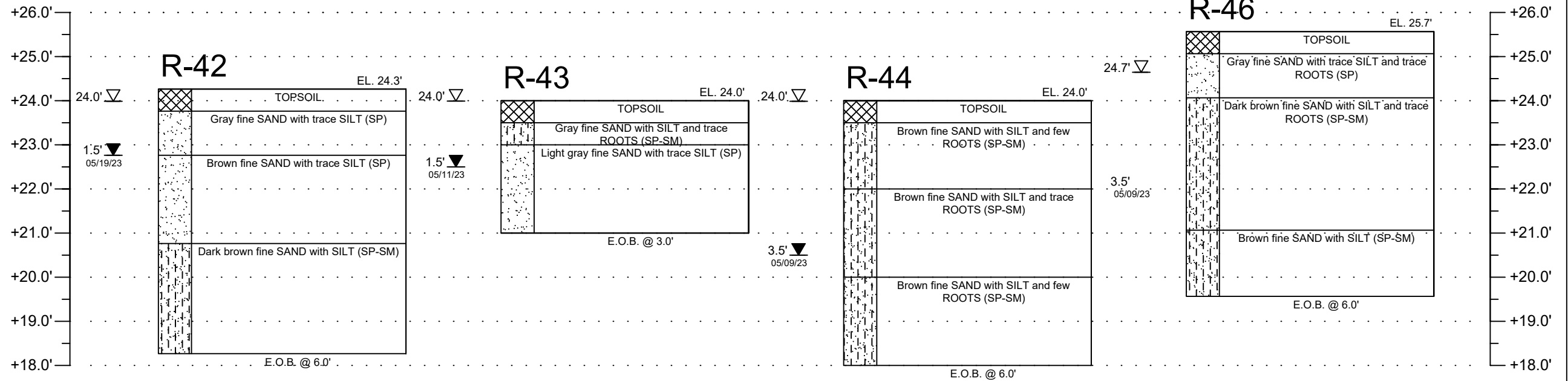
SUBSURFACE PROFILES

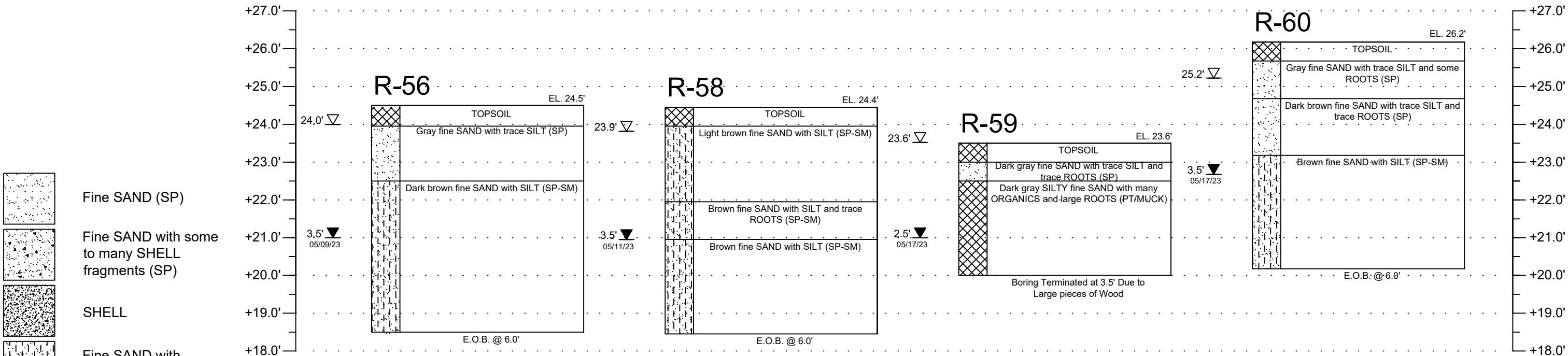
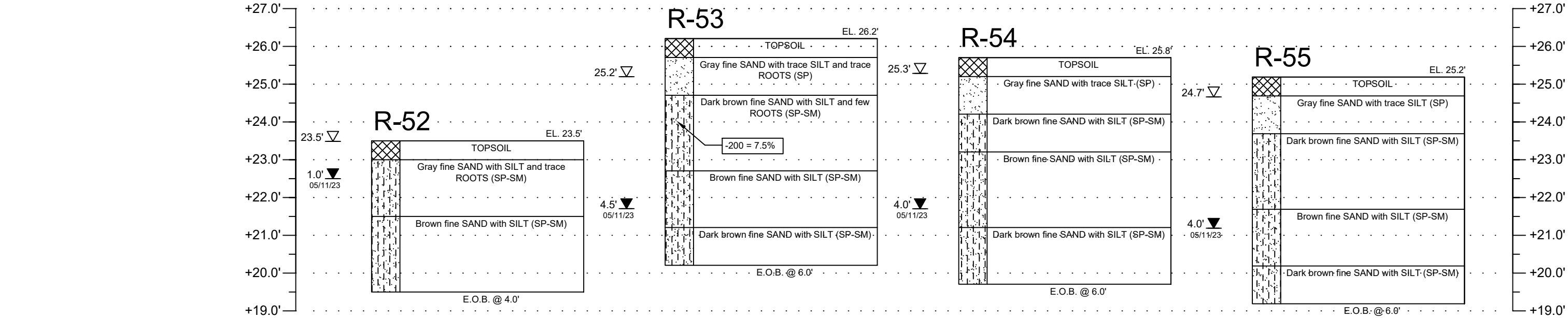
SCALE:

NA (in feet)

PAGE/FIG. NO.:

A-14





- Fine SAND (SP)
- Fine SAND with some to many SHELL fragments (SP)
- SHELL
- Fine SAND with SILT (SP-SM)
- Weakly cemented fine SAND with SILT (SP-SM, Hardpan)
- SILTY fine SAND (SM)
- Topsoil (PT) ... some to many ORGANICS (PT), sometimes DEBRIS

NOTES:

▼ Measured Groundwater Level 24 (+) Hours Subsequent to Time of Drilling (Feet Below Existing Grade)

▽ Estimated Seasonal High Groundwater Level (NAVD 88)

(SP) Unified Soil Classification System

EOB End of Boring

N Penetr. Resistance, Blows/ft.

HA Hand Auger Method

WOH Weight of Hammer

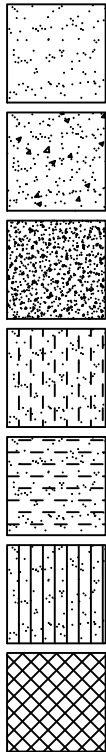
Kv Coefficient of Permeability, (ft/day)

-200 % Passing No. 200 Sieve

MC % Moisture Content

EL. - SURVEYED GROUNDWATER ELEVATION AT BOREHOLE (NAVD88)
* - DENOTES ESTIMATED GROUND ELEVATION AT BOREHOLE

	PROJECT: GEOTECHNICAL EVALUATION DEERING PARK NORTH EDGEWATER, FLORIDA			TITLE: SUBSURFACE PROFILES	
	DRAWN BY: MKL	DATE: 06/09/23	PROJECT NO.: 0430.2300007.0000	SCALE: NA (in feet)	PAGE/FIG. NO.: A-15
	CHECKED BY: BP	DATE: 06/09/23	REPORT NO.: 141374		



Fine SAND (SP)

Fine SAND with some to many SHELL fragments (SP)

SHELL

Fine SAND with SILT (SP-SM)

Weakly cemented fine SAND with SILT (SP-SM, Hardpan)

SILTY fine SAND (SM)

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Measured Groundwater Level 24 (+)
Hours Subsequent to Time of Drilling
(Feet Below Existing Grade)
Estimated Seasonal High Groundwater
Level (NAVD 88)
Unified Soil Classification System
End of Boring
N Penetr. Resistance, Blows/ft.
HA Hand Auger Method
WOH Weight of Hammer
Kv Coefficient of Permeability, (ft/day)
-200 % Passing No. 200 Sieve
MC % Moisture Content



EL. - SURVEYED GROUNDWATER ELEVATION AT BOREHOLE (NAVD88)
* - DENOTES ESTIMATED GROUND ELEVATION AT BOREHOLE



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GEOTECHNICAL EVALUATION
DEERING PARK NORTH
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SUBSURFACE PROFILES

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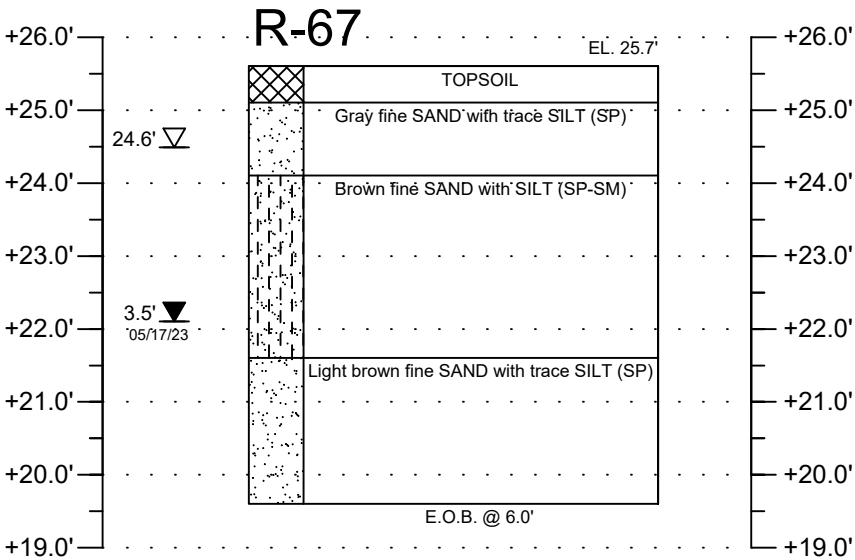
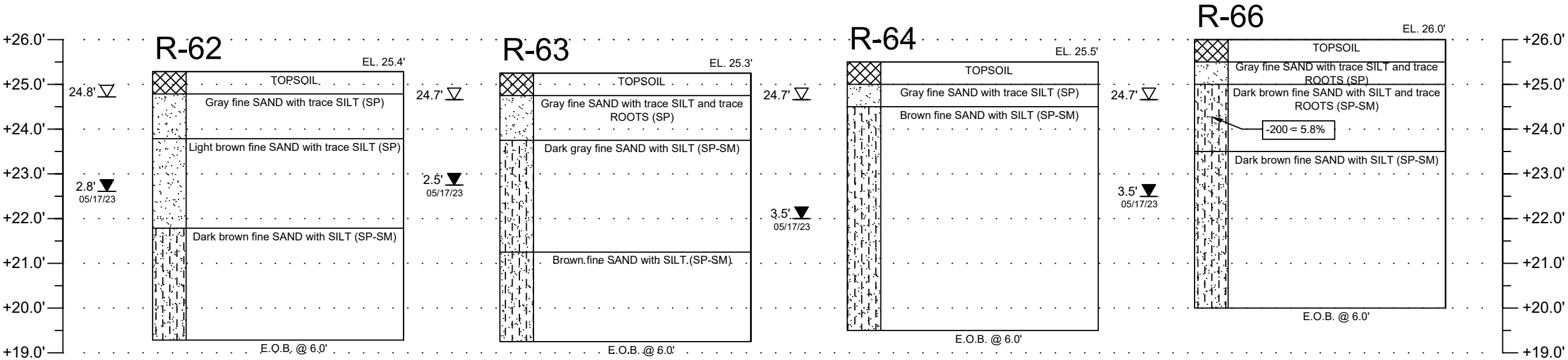
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SCALE:

NA (in feet)

PAGE/FIG. NO.:

A-16





SYMBOLS

SYMBOL	DESCRIPTION
N	No. of blows of a 140-lb weight falling 30 inches required to drive standard spoon 1 foot.
WOR	Weight of Drill Rods
WOH	Weight of Drill Rods and Hammer
% REC	Percent Core Recovery from Rock Core Drilling
RQD	Rock Quality Designation
EOB	End Of Boring
BT	Boring Terminated
-200	Fines Content or % Passing No. 200 Sieve
MC	Moisture Content
LL	Liquid Limit
PI	Plasticity Index
K	Coefficient of Permeability
O.C.	Organic Content
▽	Estimated seasonal high groundwater level
▼	Measured groundwater level at time of drilling

RELATIVE DENSITY (sand-silt)

Very Loose - Less Than 4 Blows/Ft.
Loose - 4 to 10 Blows/Ft.
Medium - 11 to 30 Blows/Ft.
Dense - 31 to 50 Blows/Ft.
Very Dense - More Than 50 Blows/Ft.

CONSISTENCY (clay)

Very Soft - Less than 2 Blows/Ft.
Soft - 2 to 4 Blows/Ft.
Medium - 5 to 8 Blows/Ft.
Stiff - 9 to 15 Blows/Ft.
Very Stiff - 16 to 30 Blows/Ft.
Hard - More Than 30 Blows/Ft.

RELATIVE HARDNESS (Limestone)

Soft - 100 Blows for more than 2"
Hard - 100 Blows for less than 2"

UNIFIED CLASSIFICATION SYSTEM

MAJOR DIVISIONS			GROUP SYMBOLS	TYPICAL NAMES
COARSE-GRAINED SOILS More than 50% retained on No. 200 sieve*	GRAVELS 50% or more of coarse fraction retained on No. 4 sieve	CLEAN GRAVELS	GW	Well-graded gravels and gravel-sand mixtures, little or no fines
			GP	Well-graded gravels and gravel-sand mixtures, little or no fines
		GRAVELS WITH FINES	GM	Silty gravels, gravel-sand-silt mixtures
			GC	Clayey gravels, gravel-sand-clay mixtures
	SANDS More than 50% of coarse fraction passes No. 4 sieve	CLEAN SANDS	SW**	Well-graded sands and gravelly sands, little or no fines
			SP**	Well-graded sands and gravelly sands, little or no fines
		SANDS WITH FINES	SM**	Silty sands, sand-silt mixtures
			SC**	Clayey sands, sand-clay mixtures
FINE-GRAINED SOILS 50% or more passes No. 200 sieve*	SILTS AND CLAYS Liquid limit 50% or less		ML	Inorganic silts, very fine sands, rock flour, silty or clayey fine sands
			CL	Inorganic clays of low to medium plasticity, gravelly clays, sandy clays, silty clays, lean clays
			OL	Organic silts and organic silty clays of low plasticity
	SILTS AND CLAYS Liquid limit greater than 50%		MH	Inorganic silts, micaceous or diatomaceous fine sands or silts, elastic silts
			CH	Organic clays or high plasticity, fat clays
			OH	Organic clays of medium to high plasticity
			PT	Peat, muck and other highly organic soils

* Based on the material passing the 3-in. (75 mm) sieve.

** Use dual symbol (such as, SP-SM and SP-SC) for soil with more than 5% but less than 12% passing through No. 200 sieve.

* Based on the material passing the 3-in. (75 mm) sieve.

** Use dual symbol (such as, SP-SM and SP-SC) for soil with more than 5% but less than 12% passing through No. 200 sieve.

MODIFIERS

These modifiers provide our estimate of the amount of minor constituents (SILT or CLAY sized particles) in the soil sample.

Trace - 5% or less
With SILT or with CLAY - 6% to 11%
SILTY or CLAYEY - 12% to 30%
Very SILTY or Very CLAYEY - 31% to 50%

These modifiers provide our estimate of the amount of organic components in the soil sample.

Trace - 1% to 2%
Few - 3% to 4%
Some - 5% to 8%
Many - Greater than 8%

These modifiers provide our estimate of the amount of other components (Shell, Gravel, Etc.) in the soil sample

Trace - 5% or less
Few - 6% to 12%
Some - 13% to 30%
Many - 31% to 50%

APPENDIX B

LABORATORY TESTING PROCEDURES

DESCRIPTION OF LABORATORY TESTING PROCEDURES

LABORATORY PERMEABILITY TEST

The laboratory permeability test is a Falling Head Test that is performed on soil samples recovered from this site. The data recovered from this test are used to calculate Darcy's Coefficient of Permeability (k) of the soil.

WASH 200 TEST

The Wash 200 test is performed by passing a representative soil sample over a No. 200 sieve and rinsing with water. The percentage of the soil grains passing this sieve is then calculated.

ORGANIC CONTENT TESTS

The organic content test is performed by weighing a sample before and after placing in a high temperature oven which burns the organic material in the sample. The percent of organic material by weight is then calculated.

MOISTURE CONTENT DETERMINATION ASTM D-2216

Moisture content is the ratio of the weight of water to the dry weight of soil. Moisture content is measured by drying a sample at 105 degrees Celsius. The moisture content is expressed as a percent of the oven dried soil mass.

ATTERBERG LIMITS

The Atterberg Limits consist of the Liquid Limit (LL) and the Plastic Limit (PL). The LL and PL were determined in general accordance with the latest revision of ASTM D-4318. The LL is the water content of the material denoting the boundary between the liquid and plastic states. The PL is the water content denoting the boundary between the plastic and semi-solid states. The Plasticity Index (PI) is the range of water content over which a soil behaves plastically and is denoted numerically by as the difference between the LL and the PL. The water content of the sample tested was determined in general accordance with the latest revision of ASTM D-2216. The water content is defined as the ratio of "pore" or "free" water in a given mass of material to the mass of solid material particles.

CONSOLIDATION TESTING

A single selected portion of the undisturbed sample was extruded from the 3-inch diameter sample tube for consolidation testing. The selected sample was trimmed and confined into a stainless steel disc having a diameter of 2.5 inches and a height of 1 inch. The disc was then "sandwiched" between 2 porous stones, saturated and subjected to incrementally increasing loads. The resulting deformation of the sample within the steel disc was measured using a micrometer gauge.

APPENDIX C

**GENERAL CONDITIONS
CONSTRAINTS AND RESTRICTIONS AND
IMPORTANT INFORMATION ABOUT YOUR
GEOTECHNICAL ENGINEERING REPORT**

Universal Engineering Sciences, LLC
GENERAL CONDITIONS

SECTION 1: RESPONSIBILITIES **1.1** Universal Engineering Sciences, LLC, and its subsidiaries and affiliated companies ("UES"), is responsible for providing the services described under the Scope of Services. The term "UES" as used herein includes all of UES's agents, employees, professional staff, and subcontractors. **1.2** The Client or a duly authorized representative is responsible for providing UES with a clear understanding of the project nature and scope. The Client shall supply UES with sufficient and adequate information, including, but not limited to, maps, site plans, reports, surveys, plans and specifications, and designs, to allow UES to properly complete the specified services. The Client shall also communicate changes in the nature and scope of the project as soon as possible during performance of the work so that the changes can be incorporated into the work product. **1.3** The Client acknowledges that UES's responsibilities in providing the services described under the Scope of Services section is limited to those services described therein, and the Client hereby assumes any collateral or affiliated duties necessitated by or for those services. Such duties may include, but are not limited to, reporting requirements imposed by any third party such as federal, state, or local entities, the provision of any required notices to any third party, or the securing of necessary permits or permissions from any third parties required for UES's provision of the services so described, unless otherwise agreed upon by both parties in writing.

SECTION 2: STANDARD OF CARE **2.1** Services performed by UES under this Agreement will be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of UES's profession practicing contemporaneously under similar conditions in the locality of the project. No other warranty, express or implied, is made. **2.2** Execution of this document by UES is not a representation that UES has visited the site, become generally familiar with local conditions under which the work is to be performed, or correlated personal observations with the requirements of the Scope of Services. It is the Client's responsibility to provide UES with all information necessary for UES to provide the services described under the Scope of Services, and the Client assumes all liability for information not provided to UES that may affect the quality or sufficiency of the services so described.

SECTION 3: SITE ACCESS AND SITE CONDITIONS **3.1** Client will grant or obtain free access to the site for all equipment and personnel necessary for UES to perform the work set forth in this Agreement. The Client will notify any possessors of the project site that Client has granted UES free access to the site. UES will take reasonable precautions to minimize damage to the site, but it is understood by Client that, in the normal course of work, some damage may occur, and the correction of such damage is not part of this Agreement unless so specified in the Scope of Services. **3.2** The Client is responsible for the accuracy of locations for all subterranean structures and utilities. UES will take reasonable precautions to avoid known subterranean structures, and the Client waives any claim against UES, and agrees to defend, indemnify, and hold UES harmless from any claim or liability for injury or loss, including costs of defense, arising from damage done to subterranean structures and utilities not identified or accurately located. In addition, Client agrees to compensate UES for any time spent or expenses incurred by UES in defense of any such claim with compensation to be based upon UES's prevailing fee schedule and expense reimbursement policy.

SECTION 4: BILLING AND PAYMENT **4.1** UES will submit invoices to Client monthly or upon completion of services. Invoices will show charges for different personnel and expense classifications. **4.2** Payment is due 30 days after presentation of invoice and is past due 31 days from invoice date. Client agrees to pay a finance charge of one and one-half percent (1 ½ %) per month, or the maximum rate allowed by law, on past due accounts. **4.3** If UES incurs any expenses to collect overdue billings on invoices, the sums paid by UES for reasonable attorneys' fees, court costs, UES's time, UES's expenses, and interest will be due and owing by the Client.

SECTION 5: OWNERSHIP AND USE OF DOCUMENTS **5.1** All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by UES, as instruments of service, shall remain the property of UES. Neither Client nor any other entity shall change or modify UES's instruments of service. **5.2** Client agrees that all reports and other work furnished to the Client or his agents, which are not paid for, will be returned upon demand and will not be used by the Client for any purpose. **5.3** UES will retain all pertinent records relating to the services performed for a period of five years following submission of the report or completion of the Scope of Services, during which period the records will be made available to the Client in a reasonable time and manner. **5.4** All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by UES, are prepared for the sole and exclusive use of Client, and may not be given to any other entity, or used or relied upon by any other entity, without the express written consent of UES. Client is the only entity to which UES owes any duty or duties, in contract or tort, pursuant to or under this Agreement.

SECTION 6: DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS **6.1** Client represents that a reasonable effort has been made to inform UES of known or suspected hazardous materials on or near the project site. **6.2** Under this agreement, the term hazardous materials include hazardous materials, hazardous wastes, hazardous substances (40 CFR 261.31, 261.32, 261.33), petroleum products, polychlorinated biphenyls, asbestos, and any other material defined by the U.S. EPA as a hazardous material. **6.3** Hazardous materials may exist at a site where there is no reason to believe they are present. The discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work. The discovery of unanticipated hazardous materials may make it necessary for UES to take immediate measures to protect health and safety. Client agrees to compensate UES for any equipment decontamination or other costs incident to the discovery of unanticipated hazardous materials. **6.4** UES will notify Client when unanticipated hazardous materials or suspected hazardous materials are encountered. Client will make any disclosures required by law to the appropriate governing agencies. Client will hold UES harmless for all consequences of disclosures made by UES which are required by governing law. In the event the project site is not owned by Client, Client it is the Client's responsibility to inform the property owner of the discovery of unanticipated hazardous materials or suspected hazardous materials. **6.5** Notwithstanding any other provision of the Agreement, Client waives any claim against UES, and to the maximum extent permitted by law, agrees to defend, indemnify, and save UES harmless from any claim, liability, and/or defense costs for injury or loss arising from UES's discovery of unanticipated hazardous materials or suspected hazardous materials including any costs created by delay of the project and any cost associated with possible reduction of the property's value. Client will be responsible for ultimate disposal of any samples secured by UES which are found to be contaminated.

SECTION 7: RISK ALLOCATION **7.1** Client agrees that UES's liability for any damage on account of any breach of contract, error, omission, or professional negligence will be limited to a sum not to exceed \$50,000 or UES's fee, whichever is greater. If Client prefers to have higher limits on contractual or professional liability, UES agrees to increase the limits up to a maximum of \$1,000,000.00 upon Client's written request at the time of accepting UES's proposal provided that Client agrees to pay an additional consideration of four percent of the total fee, or \$400.00, whichever is greater. If Client prefers a \$2,000,000.00 limit on contractual or professional liability, UES agrees to increase the limits up to a maximum of \$2,000,000.00 upon Client's written request at the time of accepting UES's proposal provided that Client agrees to pay an additional consideration of four percent of the total fee, or \$800.00, whichever is greater. The additional charge for the higher liability limits is because of the greater risk assumed and is not strictly a charge for additional professional liability insurance. **7.2** Client shall not be liable to UES and UES shall not be liable to Client for any incidental, special, or consequential damages (including lost profits, loss of use, and lost savings) incurred by either party due to the fault of the other, regardless of the nature of the fault, or whether it was committed by Client or UES, their employees, agents, or subcontractors; or whether such liability arises in breach of contract or warranty, tort (including negligence), statutory, or any other cause of action. **7.3** As used in this Agreement, the terms "claim" or "claims" mean any claim in contract, tort, or statute alleging negligence, errors, omissions, strict liability, statutory liability, breach of contract, breach of warranty, negligent misrepresentation, or any other act giving rise to liability.

SECTION 8: INSURANCE **8.1** UES represents it and its agents, staff and consultants employed by UES, is and are protected by worker's compensation insurance and that UES has such coverage under public liability and property damage insurance policies which UES deems to be adequate. Certificates for all such policies of insurance shall be provided to Client upon request in writing. Within the limits and conditions of such insurance, UES agrees to indemnify and save Client harmless from and against loss, damage, or liability arising from negligent acts by UES, its agents, staff, and consultants employed by it. UES shall not be responsible for any loss, damage or liability beyond the amounts, limits, and conditions of such insurance or the limits described in Section 7, whichever is less.

The Client agrees to defend, indemnify, and save UES harmless for loss, damage or liability arising from acts by Client, Client's agents, staff, and others employed by Client. **8.2** Under no circumstances will UES indemnify Client from or for Client's own actions, negligence, or breaches of contract. **8.3** To the extent damages are covered by property insurance, Client and UES 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.

SECTION 9: DISPUTE RESOLUTION **9.1** All claims, disputes, and other matters in controversy between UES and Client arising out of or in any way related to this Agreement will be submitted to mediation or non-binding arbitration, before and as a condition precedent to other remedies provided by law. **9.2** If a dispute arises and that dispute is not resolved by mediation or non-binding arbitration, then: (a) the claim will be brought in the state or federal courts having jurisdiction where the UES office which provided the service is located; and (b) the prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorneys' fees, expert witness fees, and other claim related expenses.

SECTION 10: TERMINATION **10.1** This agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof, or in the case of a force majeure event such as terrorism, act of war, public health or other emergency. Such termination shall not be effective if such substantial failure or force majeure has been remedied before expiration of the period specified in the written notice. In the event of termination, UES shall be paid for services performed to the termination notice date plus reasonable termination expenses. **10.2** In the event of termination, or suspension for more than three (3) months, prior to completion of all reports contemplated by the Agreement, UES may complete such analyses and records as are necessary to complete its files and may also complete a report on the services performed to the date of notice of termination or suspension. The expense of termination or suspension shall include all direct costs of UES in completing such analyses, records, and reports.

SECTION 11: REVIEWS, INSPECTIONS, TESTING, AND OBSERVATIONS **11.1** Plan review, private provider inspections, and building inspections are performed for the purpose of observing compliance with applicable building codes. Threshold inspections are performed for the purpose of observing compliance with an approved threshold inspection plan. Construction materials testing ("CMT") is performed to document compliance of certain materials or components with applicable testing standards. UES's performance of plan reviews, private provider inspections, building inspections, threshold inspections, or CMT, or UES's presence on the site of Client's project while performing any of the foregoing activities, is not a representation or warranty by UES that Client's project is free of errors in either design or construction. **11.2** If UES is retained to provide construction monitoring or observation, UES will report to Client any observed work which, in UES's opinion, does not conform to the plans and specifications provided to UES. UES shall have no authority to reject or terminate the work of any agent or contractor of Client. No action, statements, or communications of UES, or UES's site representative, can be construed as modifying any agreement between Client and others. UES's performance of construction monitoring or observation is not a representation or warranty by UES that Client's project is free of errors in either design or construction. **11.3** Neither the activities of UES pursuant to this Agreement, nor the presence of UES or its employees, representatives, or subcontractors on the project site, shall be construed to impose upon UES any responsibility for means or methods of work performance, superintendence, sequencing of construction, or safety conditions at the project site. Client acknowledges that Client or its contractor is solely responsible for project jobsite safety. **11.4** Client is responsible for scheduling all inspections and CMT activities of UES. All testing and inspection services will be performed on a will-call basis. UES will not be responsible for tests and inspections that are not performed due to Client's failure to schedule UES's services on the project, or for any claims or damages arising from tests and inspections that are not scheduled or performed.

SECTION 12: ENVIRONMENTAL ASSESSMENTS Client acknowledges that an Environmental Site Assessment ("ESA") is conducted solely to permit UES to render a professional opinion about the likelihood or extent of regulated contaminants being present on, in, or beneath the site in question at the time services were conducted. No matter how thorough an ESA study may be, findings derived from the study are limited and UES cannot know or state for a fact that a site is unaffected by reportable quantities of regulated contaminants as a result of conducting the ESA study. Even if UES states that reportable quantities of regulated contaminants are not present, Client still bears the risk that such contaminants may be present or may migrate to the site after the ESA study is complete.

SECTION 13: SUBSURFACE EXPLORATIONS **13.1** Client acknowledges that subsurface conditions may vary from those observed at locations where borings, surveys, samples, or other explorations are made, and that site conditions may change with time. Data, interpretations, and recommendations by UES will be based solely on information available to UES at the time of service. UES is responsible for those data, interpretations, and recommendations, but will not be responsible for other parties' interpretations or use of the information developed or provided by UES. **13.2** Subsurface explorations may result in unavoidable cross-contamination of certain subsurface areas, as when a probe or boring device moves through a contaminated zone and links it to an aquifer, underground stream, or other hydrous body not previously contaminated. UES is unable to eliminate totally cross-contamination risk despite use of due care. Since subsurface explorations may be an essential element of UES's services indicated herein, Client shall, to the fullest extent permitted by law, waive any claim against UES, and indemnify, defend, and hold UES harmless from any claim or liability for injury or loss arising from cross-contamination allegedly caused by UES's subsurface explorations. In addition, Client agrees to compensate UES for any time spent or expenses incurred by UES in defense of any such claim with compensation to be based upon UES's prevailing fee schedule and expense reimbursement policy.

SECTION 14: SOLICITATION OF EMPLOYEES Client agrees not to hire UES's employees except through UES. In the event Client hires a UES employee within one year following any project through which Client had contact with said employee, Client shall pay UES an amount equal to one-half of the employee's annualized salary, as liquidated damages, without UES waiving other remedies it may have.

SECTION 15: ASSIGNS Neither Client nor UES may delegate, assign, sublet, or transfer its duties or interest in this Agreement without the written consent of the other party.

SECTION 16: GOVERNING LAW AND SURVIVAL **16.1** This Agreement shall be governed by and construed in accordance with the laws of the jurisdiction in which the UES office performing the services hereunder is located. **16.2** In any of the provisions of this Agreement are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired and will survive. Limitations of liability and indemnities will survive termination of this agreement for any cause.

SECTION 17: INTEGRATION CLAUSE **17.1** This Agreement represents and contains the entire and only agreement and understanding among the parties with respect to the subject matter of this Agreement, and supersedes any and all prior and contemporaneous oral and written agreements, understandings, representations, inducements, promises, warranties, and conditions among the parties. No agreement, understanding, representation, inducement, promise, warranty, or condition of any kind with respect to the subject matter of this Agreement shall be relied upon by the parties unless expressly incorporated herein. **17.2** This Agreement may not be amended or modified except by an agreement in writing signed by the party against whom the enforcement of any modification or amendment is sought.

SECTION 18: WAIVER OF JURY TRIAL Both Client and UES waive trial by jury in any action arising out of or related to this Agreement.

SECTION 19: INDIVIDUAL LIABILITY PURSUANT TO FLORIDA STAT. 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT OF UES MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

CONSTRAINTS AND RESTRICTIONS

WARRANTY

Universal Engineering Sciences has prepared this report for our client for his exclusive use, in accordance with generally accepted soil and foundation engineering practices, and makes no other warranty either expressed or implied as to the professional advice provided in the report.

UNANTICIPATED SOIL CONDITIONS

The analysis and recommendations submitted in this report are based upon the data obtained from soil borings performed at the locations indicated on the Boring Location Plan. This report does not reflect any variations which may occur between these borings.

The nature and extent of variations between borings may not become known until excavation begins. If variations appear, we may have to re-evaluate our recommendations after performing on-site observations and noting the characteristics of any variations.

CHANGED CONDITIONS

We recommend that the specifications for the project require that the contractor immediately notify Universal Engineering Sciences, as well as the owner, when subsurface conditions are encountered that are different from those present in this report.

No claim by the contractor for any conditions differing from those anticipated in the plans, specifications, and those found in this report, should be allowed unless the contractor notifies the owner and Universal Engineering Sciences of such changed conditions. Further, we recommend that all foundation work and site improvements be observed by a representative of Universal Engineering Sciences to monitor field conditions and changes, to verify design assumptions and to evaluate and recommend any appropriate modifications to this report.

MISINTERPRETATION OF SOIL ENGINEERING REPORT

Universal Engineering Sciences is responsible for the conclusions and opinions contained within this report based upon the data relating only to the specific project and location discussed herein. If the conclusions or recommendations based upon the data presented are made by others, those conclusions or recommendations are not the responsibility of Universal Engineering Sciences.

CHANGED STRUCTURE OR LOCATION

This report was prepared in order to aid in the evaluation of this project and to assist the architect or engineer in the design of this project. If any changes in the design or location of the structure as outlined in this report are planned, or if any structures are included or added that are not discussed in the report, the conclusions and recommendations contained in this report shall not be considered valid unless the changes are reviewed and the conclusions modified or approved by Universal Engineering Sciences.

USE OF REPORT BY BIDDERS

Bidders who are examining the report prior to submission of a bid are cautioned that this report was prepared as an aid to the designers of the project and it may affect actual construction operations.

Bidders are urged to make their own soil borings, test pits, test caissons or other investigations to determine those conditions that may affect construction operations. Universal Engineering Sciences cannot be responsible for any interpretations made from this report or the attached boring logs with regard to their adequacy in reflecting subsurface conditions which will affect construction operations.

STRATA CHANGES

Strata changes are indicated by a definite line on the boring logs which accompany this report. However, the actual change in the ground may be more gradual. Where changes occur between soil samples, the location of the change must necessarily be estimated using all available information and may not be shown at the exact depth.

OBSERVATIONS DURING DRILLING

Attempts are made to detect and/or identify occurrences during drilling and sampling, such as: water level, boulders, zones of lost circulation, relative ease or resistance to drilling progress, unusual sample recovery, variation of driving resistance, obstructions, etc.; however, lack of mention does not preclude their presence.

WATER LEVELS

Water level readings have been made in the drill holes during drilling and they indicate normally occurring conditions. Water levels may not have been stabilized at the last reading. This data has been reviewed and interpretations made in this report. However, it must be noted that fluctuations in the level of the groundwater may occur due to variations in rainfall, temperature, tides, and other factors not evident at the time measurements were made and reported. Since the probability of such variations is anticipated, design drawings and specifications should accommodate such possibilities and construction planning should be based upon such assumptions of variations.

LOCATION OF BURIED OBJECTS

All users of this report are cautioned that there was no requirement for Universal Engineering Sciences to attempt to locate any man-made buried objects during the course of this exploration and that no attempt was made by Universal Engineering Sciences to locate any such buried objects. Universal Engineering Sciences cannot be responsible for any buried man-made objects which are subsequently encountered during construction that are not discussed within the text of this report.

TIME

This report reflects the soil conditions at the time of investigation. If the report is not used in a reasonable amount of time, significant changes to the site may occur and additional reviews may be required.

Important Information about This Geotechnical-Engineering Report

Subsurface problems are a principal cause of construction delays, cost overruns, claims, and disputes.

While you cannot eliminate all such risks, you can manage them. The following information is provided to help.

Geotechnical Services Are Performed for Specific Purposes, Persons, and Projects

Geotechnical engineers structure their services to meet the specific needs of their clients. A geotechnical-engineering study conducted for a civil engineer may not fulfill the needs of a constructor — a construction contractor — or even another civil engineer. Because each geotechnical-engineering study is unique, each geotechnical-engineering report is unique, prepared *solely* for the client. No one except you should rely on this geotechnical-engineering report without first conferring with the geotechnical engineer who prepared it. *And no one — not even you — should apply this report for any purpose or project except the one originally contemplated.*

Read the Full Report

Serious problems have occurred because those relying on a geotechnical-engineering report did not read it all. Do not rely on an executive summary. Do not read selected elements only.

Geotechnical Engineers Base Each Report on a Unique Set of Project-Specific Factors

Geotechnical engineers consider many unique, project-specific factors when establishing the scope of a study. Typical factors include: the client's goals, objectives, and risk-management preferences; the general nature of the structure involved, its size, and configuration; the location of the structure on the site; and other planned or existing site improvements, such as access roads, parking lots, and underground utilities. Unless the geotechnical engineer who conducted the study specifically indicates otherwise, do not rely on a geotechnical-engineering report that was:

- not prepared for you;
- not prepared for your project;
- not prepared for the specific site explored; or
- completed before important project changes were made.

Typical changes that can erode the reliability of an existing geotechnical-engineering report include those that affect:

- the function of the proposed structure, as when it's changed from a parking garage to an office building, or from a light-industrial plant to a refrigerated warehouse;
- the elevation, configuration, location, orientation, or weight of the proposed structure;
- the composition of the design team; or
- project ownership.

As a general rule, *always* inform your geotechnical engineer of project changes—even minor ones—and request an

assessment of their impact. *Geotechnical engineers cannot accept responsibility or liability for problems that occur because their reports do not consider developments of which they were not informed.*

Subsurface Conditions Can Change

A geotechnical-engineering report is based on conditions that existed at the time the geotechnical engineer performed the study. *Do not rely on a geotechnical-engineering report whose adequacy may have been affected by:* the passage of time; man-made events, such as construction on or adjacent to the site; or natural events, such as floods, droughts, earthquakes, or groundwater fluctuations. *Contact the geotechnical engineer before applying this report to determine if it is still reliable.* A minor amount of additional testing or analysis could prevent major problems.

Most Geotechnical Findings Are Professional Opinions

Site exploration identifies subsurface conditions only at those points where subsurface tests are conducted or samples are taken. Geotechnical engineers review field and laboratory data and then apply their professional judgment to render an opinion about subsurface conditions throughout the site. Actual subsurface conditions may differ — sometimes significantly — from those indicated in your report. Retaining the geotechnical engineer who developed your report to provide geotechnical-construction observation is the most effective method of managing the risks associated with unanticipated conditions.

A Report's Recommendations Are Not Final

Do not overrely on the confirmation-dependent recommendations included in your report. *Confirmation-dependent recommendations are not final*, because geotechnical engineers develop them principally from judgment and opinion. Geotechnical engineers can finalize their recommendations *only* by observing actual subsurface conditions revealed during construction. *The geotechnical engineer who developed your report cannot assume responsibility or liability for the report's confirmation-dependent recommendations if that engineer does not perform the geotechnical-construction observation required to confirm the recommendations' applicability.*

A Geotechnical-Engineering Report Is Subject to Misinterpretation

Other design-team members' misinterpretation of geotechnical-engineering reports has resulted in costly

problems. Confront that risk by having your geotechnical engineer confer with appropriate members of the design team after submitting the report. Also retain your geotechnical engineer to review pertinent elements of the design team's plans and specifications. Constructors can also misinterpret a geotechnical-engineering report. Confront that risk by having your geotechnical engineer participate in prebid and preconstruction conferences, and by providing geotechnical construction observation.

Do Not Redraw the Engineer's Logs

Geotechnical engineers prepare final boring and testing logs based upon their interpretation of field logs and laboratory data. To prevent errors or omissions, the logs included in a geotechnical-engineering report should *never* be redrawn for inclusion in architectural or other design drawings. Only photographic or electronic reproduction is acceptable, *but recognize that separating logs from the report can elevate risk.*

Give Constructors a Complete Report and Guidance

Some owners and design professionals mistakenly believe they can make constructors liable for unanticipated subsurface conditions by limiting what they provide for bid preparation. To help prevent costly problems, give constructors the complete geotechnical-engineering report, *but* preface it with a clearly written letter of transmittal. In that letter, advise constructors that the report was not prepared for purposes of bid development and that the report's accuracy is limited; encourage them to confer with the geotechnical engineer who prepared the report (a modest fee may be required) and/or to conduct additional study to obtain the specific types of information they need or prefer. A prebid conference can also be valuable. *Be sure constructors have sufficient time* to perform additional study. Only then might you be in a position to give constructors the best information available to you, while requiring them to at least share some of the financial responsibilities stemming from unanticipated conditions.

Read Responsibility Provisions Closely

Some clients, design professionals, and constructors fail to recognize that geotechnical engineering is far less exact than other engineering disciplines. This lack of understanding has created unrealistic expectations that have led to disappointments, claims, and disputes. To help reduce the risk of such outcomes, geotechnical engineers commonly include a variety of explanatory provisions in their reports. Sometimes labeled "limitations," many of these provisions indicate where geotechnical engineers' responsibilities begin and end, to help

others recognize their own responsibilities and risks. *Read these provisions closely.* Ask questions. Your geotechnical engineer should respond fully and frankly.

Environmental Concerns Are Not Covered

The equipment, techniques, and personnel used to perform an *environmental* study differ significantly from those used to perform a *geotechnical* study. For that reason, a geotechnical-engineering report does not usually relate any environmental findings, conclusions, or recommendations; e.g., about the likelihood of encountering underground storage tanks or regulated contaminants. *Unanticipated environmental problems have led to numerous project failures.* If you have not yet obtained your own environmental information, ask your geotechnical consultant for risk-management guidance. *Do not rely on an environmental report prepared for someone else.*

Obtain Professional Assistance To Deal with Mold

Diverse strategies can be applied during building design, construction, operation, and maintenance to prevent significant amounts of mold from growing on indoor surfaces. To be effective, all such strategies should be devised for the *express purpose* of mold prevention, integrated into a comprehensive plan, and executed with diligent oversight by a professional mold-prevention consultant. Because just a small amount of water or moisture can lead to the development of severe mold infestations, many mold-prevention strategies focus on keeping building surfaces dry. While groundwater, water infiltration, and similar issues may have been addressed as part of the geotechnical-engineering study whose findings are conveyed in this report, the geotechnical engineer in charge of this project is not a mold prevention consultant; *none of the services performed in connection with the geotechnical engineer's study were designed or conducted for the purpose of mold prevention. Proper implementation of the recommendations conveyed in this report will not of itself be sufficient to prevent mold from growing in or on the structure involved.*

Rely, on Your GBC-Member Geotechnical Engineer for Additional Assistance

Membership in the Geotechnical Business Council of the Geoprofessional Business Association exposes geotechnical engineers to a wide array of risk-confrontation techniques that can be of genuine benefit for everyone involved with a construction project. Confer with you GBC-Member geotechnical engineer for more information.



8811 Colesville Road/Suite G106, Silver Spring, MD 20910

Telephone: 301/565-2733 Facsimile: 301/589-2017

e-mail: info@geoprofessional.org www.geoprofessional.org

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City of Edgewater Wetland Park

Deering Park North

Family Lands Remembered | Updated: March 19, 2024

Executive Summary

With the passage of Senate Bill 64 by the 2021 Florida Legislature and recently signed by the Governor – mandating the eventual elimination of surface water discharges by wastewater treatment facilities (WWTF) – the City of Edgewater seeks to find a new location away from the Indian River Lagoon to discharge its excess WWTF effluent that is currently permitted for discharge to the Indian River Lagoon. This summary discusses the creation of a wetland park north of a planned utility area in the Deering Park North community, which would receive the excess reclaimed water (diverted from the Indian River Lagoon), allow for native plants to take up the excess nutrients, recharge the surficial aquifer, and provide a passive recreational amenity for the community. The wetland park would require the extension of an existing reclaimed water line along Indian River Boulevard from its current terminus west of Interstate 95. The project recently received a \$7.1 million Indian River Water Quality Improvement Grant from the Florida Department of Environmental Protection. The project is intended to be procured as a Progressive Design-Build project and will consult with Wetland Solutions Inc. on all hydrologic testing and designs.

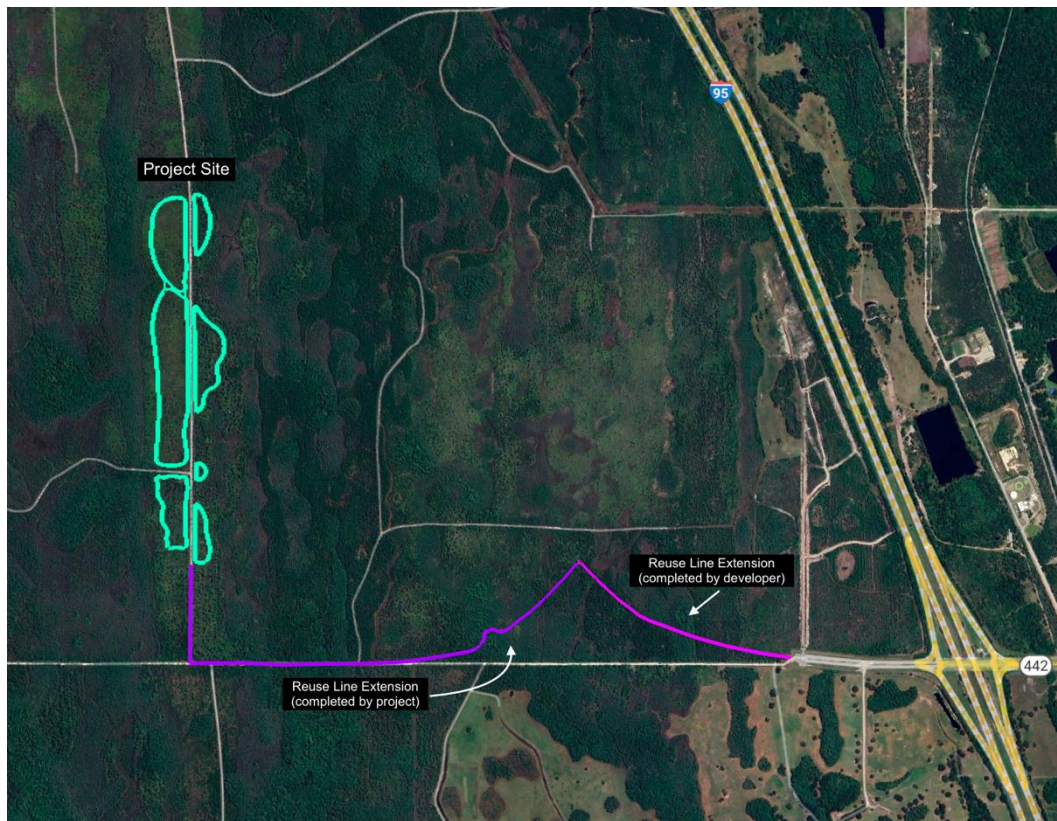


Figure 1. Aerial view of Edgewater and proposed reuse line extension

Background

The ecological health of the Indian River Lagoon (IRL) has suffered over the last two decades, primarily due to high levels of total nitrogen (TN) and total phosphorous (TP) in its waters. When excessive amounts of TN and TP are present in an aquatic environment, they cause harmful algal blooms which in turn deplete the waters of oxygen, thus killing fish and other aquatic species. The exact sources of these excess nutrients are difficult to track, but recent legislation passed by the Florida Legislature has targeted WWTFs that discharge into water bodies, as a means of reducing excess nutrients in waterways. [Senate Bill 64](#) states that:

By November 1, 2021, domestic wastewater utilities that dispose of effluent, reclaimed water, or reuse water by surface water discharge shall submit to the department for review and approval of a plan for eliminating nonbeneficial surface water discharge by January 1, 2032, subject to the requirements of this section.

The bill goes on to state that WWTFs may be exempt from the surface water discharge rule if “the discharge is associated with an indirect potable reuse project”. While indirect potable reuse projects generally only address water supply issues – by allowing treated discharges to percolate back into the aquifer – a reuse project would also have to address excess nutrients, as the IRL has strict nutrient limits on WWTF effluent. Currently, the limits – known as total minimum daily loads (TMDLs) – for the IRL are 1 mg/L TP and 3 mg/L TN.

The City of Edgewater operates a WWTF that generates reclaimed water at an average daily rate of 1.101 million gallons per day (MGD), treated to higher Advanced Wastewater Treatment Standards, with limits of 1 mg/L TP and 3 mg/L TN. The reclaimed water is used for irrigation in new residential

communities, on active recreational fields and medians of major roadways, with varying demand primarily related to rainfall. Of that 1.101 MGD, on average 46% (0.512 MGD) of the reclaimed effluent has historically been discharged to the Indian River Lagoon, with monthly averages for the last four years as shown in the table below ranging from 0 MGD to 1.450 MGD.

2020				
Date	Average Daily Flow	Monthly Rain Fall	Average Daily Reuse	Average Daily River Discharge
Jan-20	1.763	0.60	0.960	0.441
Feb-20	1.515	3.60	1.047	0.286
Mar-20	1.407	0.40	1.358	0.153
Apr-20	1.375	3.80	1.405	0.000
May-20	1.358	5.75	1.533	0.000
Jun-20	1.665	7.95	1.257	0.314
Jul-20	2.017	13.75	1.074	0.807
Aug-20	1.870	7.70	0.988	0.675
Sep-20	2.091	16.10	0.905	1.078
Oct-20	2.297	4.95	0.899	1.270
Nov-20	1.958	6.90	0.897	0.878
Dec-20	1.569	0.90	0.883	0.525

Figure 2. Average flow data from the City of Edgewater's WWTF

The city and its utility service area are expected to grow substantially over the next few decades, thus producing more reuse water which can be used to meet additional irrigation demands but will also have additional excess reclaimed water for disposal when demands are lower.

Design

To address the requirements of SB 64 and comply with regional TMDLs, the City of Edgewater will create a wetland park in a collaboration with the landowner Farmton North, LLC and its consultants.

An example of such a project is the 4G Ranch Pasco County Master Reuse Project. The 4G Ranch project consists of a series of 15 man-made wetlands constructed in upland areas (*Figure 3*), where reclaimed water is pumped into the wetland cells from Pasco County's regional WWTF. The project recharges the aquifer, and the wetland cells can process on average 3-5 million gallons of reclaimed water per day. The wetland cells were designed to mimic natural wetlands, thus creating a more attractive project and functional habitat for wading and migratory birds (*Figure 4*).

This concept of a multi-faceted reclaimed water wetland park will provide a similar solution for the City of Edgewater. The project will connect to an existing Edgewater subterranean reclaimed water line at the western end of Indian River Boulevard, and extending the line about 1.5 miles to a designated Utility Area (*Figure 1*).



Figure 4. Aerial view of one section of the 4G Ranch Project

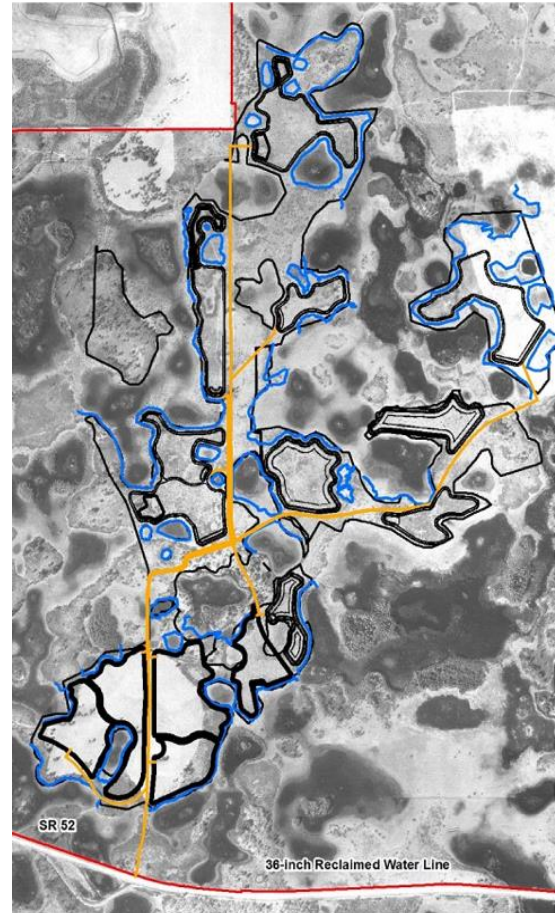


Figure 3. Design of the 4G Ranch Project, overlaid on historic aerial from 1970 – notice all planned cells were placed in historically dry areas.

In an area north of the designated Utility Area located in uplands habitat, the project will be designed to blend with the landscape, creating a series of wetland cells on about 50 acres for the excess reclaimed water, a managed habitat for the surrounding ecosystem and a recreational amenity for the community. An important component in design and plant selection will be allowing for times where no reclaimed water is coming to the site and the resulting drawdown, similar to the hydroperiod of natural wetlands.

Due to the project site's adjacency to the planned trail system of Deering Park North (*Figure 7*) and the nutrients in the excess reclaimed water, this project will provide other components that add public value. A designed wetland project could have a passive recreation component by building trails around the wetland cells, with the option for information kiosks identifying the flora and fauna throughout the park – similar to the Ocala Wetland Recharge Park in *Figure 6*. By designing a wetland park with the community and the environment in mind, the City will create benefits for its citizens that would add to a growing new community. Properly designed, the project could also be expanded in the future as additional excess reclaimed water is produced.



Figure 5. Conceptual Cell Design of Edgewater Wetland Park



Figure 6. Aerial view of the Ocala Wetland Recharge Park in Ocala, FL



Figure 7. Master Plan of Deering Park North, pending approval – note the grey area on the left north of the Utility Area that could be used for the proposed wetland park and the trail system in light green

Funding

To fund a potential wetland park, this project will utilize the Florida Department of Environmental Protection (FDEP) Water Protection Grants, specifically the Indian River Water Quality Improvement Grant. On December 18, 2023, the Edgewater Wetland Park project was awarded \$7.1 million for the development and construction of the wetland park. The landowners will provide an in-kind contribution of \$1.38 million in the form of land donation for the project site.

**AGREEMENT
BETWEEN DISTRICT AND DESIGN-BUILDER
FOR DESIGN-BUILD SERVICES**

THIS AGREEMENT is by and between Deering Park Stewardship District ("District") and _____
("Design-Builder").

PROJECT INFORMATION

Project: Edgewater Wetland Park Project.

Design-Build Contract: Project No. 2024-001 ("Contract" or "Agreement").

Authorized Representatives: District and Design-Builder each hereby designate a specific individual authorized to act as representative with respect to the performance of responsibilities under this Contract. Such individual shall have authority to transmit instructions, receive formal notices, receive information, and render decisions relative to this Contract on behalf of the respective party that the individual represents.

1. District's Authorized Representative (Signatory):

Andrew Kantarzhi
Deering Park Stewardship District
2300 Glades Road #410W
(561) 571-0010 ext. 139
Email: kantarzhia@whhassociates.com

2. District's Project Representative:

Ernie Cox
Family Lands Remembered, LLC
138 Santiago Drive
Jupiter, FL 33458
Phone: (561) 762-2282
Email: ernie@familylandsremembered.biz

3. Design-Builder's Authorized Representative:

Notices to Design-Builder's Authorized Representative shall be copied to:

District and Design-Builder further agree as follows:

ARTICLE 1 – THE PROJECT

- 1.01 *General Description:* Design-Builder shall complete the Project as specified or indicated in the Contract and each Task Assignment. The “Project” is generally described as the design and construction of the following: Edgewater Wetland Park Project. The Project will be divided into one Planning Stage with the option of multiple Design, Permitting and Construction Stages as further outlined herein (“Work Stages”). The Work to be performed for each stage, except the Planning Stage, will be agreed to by separate Task Assignments.
- 1.02 *Work Stages:*
- A. *Planning Stage:* As set forth in more detail in Exhibit A, Planning Stage refers to any and all Preconstruction Activities necessary to design a successful Project, including but not limited to a land survey and flow direction and hydrology analysis.
 - B. *Design & Permitting Stage:* Design-Builder shall perform the following in the Design & Permitting Stage: Drafting of Preliminary Technical Documents; Design; Completion Cost Estimates; Pre-Construction Planning Services (including preparation of Guaranteed Maximum Price Proposals (“GMP Proposals”) and Project schedule information). Each Design & Permitting Stage will be in a format substantially the same as Sample Preliminary Task Assignment.
 - C. *Construction Stage:* Design-Builder shall perform the following in the Construction Stage: Technical Design Support; Construction; Start-up, Testing, and Commissioning; and Correction Phase services. Each Construction Stage will be in a format substantially the same as Sample Construction Stage Task Assignment.
 - D. Regardless of stage, all Work is subject to the terms of the Standard General Conditions attached hereto as Exhibit D.
 - E. Both parties agree that District may provide written notice to Design-Builder of the release of multiple packages for various components of the Work Stages and that specific terms and conditions of this Contract may be revised by written Amendments or Task Assignments, signed by both parties, to accommodate for the release of multiple packages.

ARTICLE 2 – CONTRACT TIMES

- 2.01 *Time of Performance*
- A. All time limits for Design-Builder’s attainment of Milestones, Substantial Completion, and completion and readiness for Final Inspection and final payment are as stated in the Contract.
- 2.02 *Contract Times: Planning Stage*
- A. Design-Builder shall complete the Work under the Planning Stage as described in the schedule included in Exhibit A. The total number of days to complete the Planning Phase is ____ days.

Contract Times for Design-Builder’s completion of other Work Stages shall be governed by written Task Assignments to this Contract, signed by both parties.
- 2.03 *Liquidated Damages*
- A. *Design, Permitting and Construction Stages:* Design-Builder and District recognize that the District may suffer financial and other losses if certain services in other Work Stages are not completed by the

date(s) specified in their respective Task Assignments, as such may be revised in accordance with the Contract. The parties also recognize the delays, expense and difficulties involved in proving, in a lawsuit, the actual loss suffered by District if these services are not completed on time. Accordingly, instead of requiring any such proof District and Design-Builder agree that as liquidated damages for delay (but not as a penalty), Design-Builder shall pay District a specified amount for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in each Task Assignment until the scope of services are complete. The daily amount of liquidated damages for the other Work Stages described in Paragraph 1.02 shall be agreed to and included in written Task Assignments to this Contract, signed by both parties. Design-Builder's obligations under this section are subject to all delay, force majeure and other applicable provisions contained in the Contract.

ARTICLE 3 – CONTRACT PRICE

3.01 Contract Price Definitions

- A. For purposes of this Contract, the following definitions apply:
1. Contract Price— Refers to the money that District has agreed to pay Design-Builder for performance and completion of each Work Stage Task Assignment in accordance with the Contract Documents and will be divided into Planning Stage Price, Design & Permitting Stage Prices, and Construction Stage Prices.
 2. Those portions of the Contract Price for other Work Stages shall be described in written Task Assignments to this Contract, signed by both parties.

3.02 Planning and Design & Permitting Stage Prices - Planning Stage and each Design & Permitting Stage will cover engineering design, permitting, and preconstruction services. The Contract Price for Planning Stage and each Design & Permitting Stage will be on a time and materials basis. The Planning Stage and Design & Permitting Stage Prices are set forth in Exhibit B.

3.03 Construction Stage Price, Procedures for Acceptance, Termination for Convenience

- A. As part of the Design & Permitting Stage, Design-Builder is required to determine an estimate of the cost of completion of the Work, including completion of the design and all Construction labor, administration, equipment, materials, and subcontracts ("Completion Cost Estimate"). Design-Builder shall use the final Completion Cost Estimate as the basis for developing and submitting Guaranteed Maximum Price (GMP) Proposals to District based on:
1. The Cost of the Completion of the Work plus Design-Builder's Fee, subject to a Guaranteed Maximum Price, method of compensation, as set forth in Exhibit B.
- B. Contract Times shall be described in each GMP Proposal.
- C. The GMP Proposals submitted by Design-Builder to District constitute offers that are binding on Design-Builder for 60 days.
- D. After receipt of a GMP Proposal from Design-Builder, District shall either (1) accept the GMP Proposal and enter into negotiations with Design-Builder regarding a written Task Assignment to this Contract for the corresponding scope of Work and schedule, or (2) reject the GMP Proposal.

If District does not accept the GMP Proposal, and negotiations (if any) are not successful, then all or a portion of this Contract may be terminated for District's convenience by written notice to Design-Builder. Under such a termination for convenience:

1. Design-Builder shall be entitled to full payment for all Planning and Design & Permitting Stage Work completed;

2. District shall be entitled to use all of the design documents and other documents prepared by Design-Builder. However, any use of design documents by District that are either not the final Issued for Construction (IFC) versions or for some use other than the intended purpose shall be at District's own risk.; and
3. District shall assume and discharge all remaining payment obligations for any equipment or materials that Design-Builder has ordered or purchased for the Project, and that are in full compliance with the Contract Documents and not defective in any manner, pursuant to express written authorization from District. Design-Builder shall assign to District all rights and interests in any such equipment and materials.
4. Nothing shall preclude District from accepting one or more components of a GMP Proposal while rejecting other components of a GMP Proposal.

ARTICLE 4 – PAYMENT PROCEDURES

4.01 Submittal and Processing of Payments

- A. For all Work Stages, Design-Builder shall submit Applications for Payment for processing by District in accordance with District guidelines.

4.02 Progress Payments; Retainage

- A. During the Planning Stage and Design & Permitting Stage, the District shall not withhold any portion of such payment as retainage.
- B. During the Construction Stage, the District shall make progress payments on the basis of Design-Builder's Applications for Payment on or about the 25th day of each month during construction provided in a manner consistent with the Local Government Prompt Payment Act, sections 218.70 through 218.80 of the Florida Statutes that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in each Construction Stage Task Assignment, with additional detailed breakdowns of items in the Schedule of Values as required by District.
 1. Prior to Substantial Completion of the Project, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made for that Task Assignment and less such amounts as District may withhold, including but not limited to liquidated damages, in accordance with the Contract:
 - a. Five percent (5%) of the Cost of Work completed, and the corresponding amount of Design-Builder's Fee.
 2. Upon Substantial Completion of the Project, District shall pay an amount sufficient to increase total payments to Design-Builder to one hundred percent (100%) of the Work completed, less such amounts set off by District pursuant to Paragraph 14.01.G of the General Conditions, and less one hundred fifty percent (150%) of District's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment, all as reasonably valued by District.
 3. Notwithstanding the provisions above, no retainage shall be withheld with respect to the portion of an Application for Payment pertaining to engineering, design, and other professional services. Such professional services shall be clearly identified in the Application for Payment.

- C. Each Application for Payment shall be accompanied by a Waiver and Release of Lien, unless Surety consents to payment without Waivers and Release of Lien. In addition, Design-Builder shall deliver with each Application for Payment signed Waivers and Releases of Lien Upon Progress Payment from all Subcontractors, sub-subcontractors and suppliers furnishing Preliminary Notice to District under Section 255.05, Florida Statutes, for that portion of the Work paid by District to Design-Builder through the prior Application for Payment. Design-Builder shall ensure that District's Authorized Representative as listed on Page 1 of this Contract is referenced in all of Design-Builder's Notices of Bond prior to recording in the Volusia County, Florida public records.

4.03 *Final Payment*

- A. For each Construction Stage, upon final completion and acceptance of the Work as stipulated by the General Conditions, District shall pay the final amount due in a manner consistent with the Local Government Prompt Payment Act, sections 218.70 through 218.80 of the Florida Statutes.
- B. As a condition precedent to final payment for each Work Stage, Design-Builder shall deliver to District (i) a duly executed and notarized Waiver and Release of Lien Upon Final Payment for all Work, (ii) similar Waivers and Releases of Lien Upon Final Payment duly executed and notarized by all subcontractors, sub-subcontractors and suppliers furnishing Preliminary Notice under Section 255.05, Florida Statutes, (iii) the Final Payment Affidavit required by Florida law, (iv) the Public Construction Bond, (v) the Warranty Bond, and (vi) consent to final payment from Design-Builder's surety.

ARTICLE 5 – INTEREST

5.01 *Interest Rate*

- A. All payments due and not made within the time prescribed by Section 218.735, Florida Statutes, shall bear interest from thirty (30) days after the due date at the rate of two percent (2%) per month on the unpaid balance in accordance with Section 218.74, Florida Statutes.

ARTICLE 6 – INSURANCE AND BONDS

6.01 *Insurance*

- A. Design-Builder and District shall obtain and maintain insurance as required by the General Conditions and by the provisions of the FDEP Grant Agreement (Exhibit I).

6.02 *Public Construction Bond and Other Bonds*

- A. Design-Builder shall furnish a Public Construction Bond, as security for the faithful performance and payment of Design-Builder's obligations under the Construction Stage. This bond shall be in the form described on Exhibit F and governed by the provisions of the General Conditions. Design-Builder shall also furnish such other bonds as are required by other specific provisions of the Contract.

ARTICLE 7 – DESIGN-BUILDER'S WARRANTY AND REPRESENTATIONS

7.01 *Design-Builder's Warranty*

- A. For all Construction Stage Work, the Design-Builder shall remedy any defects in the Work and pay for any damage to other Work resulting therefrom which shall appear within a period of two (2) years from the date of the final acceptance of the Work by District. The District will give notice of observed defects with reasonable promptness during said guarantee period. The making of the final payment by the District to the Design-Builder shall not relieve the Design-Builder of any warranty responsibilities. Nothing contained in this paragraph shall be construed to establish a period of limitation with respect to other obligations which the Design-Builder might have under the Contract Documents. Establishment of the two-year period for correction of Work as described in this

paragraph relates only to the specific obligation of the Design-Builder to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Design-Builder's liability with respect to the Design-Builder's obligations other than specifically to correct the Work.

- B. For all Construction Stage Work, Design-Builder shall furnish a Warranty Bond in the amount of fifteen percent (15%) of the final Contract Price, insuring the completed Work against defects in materials and workmanship for a period of two (2) years after the date of final acceptance of the Work. The Warranty Bond shall be in the form prescribed in Exhibit J.

7.02 *Representations*

- A. Design-Builder makes the following representations for District's reliance at the time of the Planning Stage and subsequent Design & Permitting Stages.
 - 1. Design Builder has reviewed the FDEP Grant Agreement (Exhibit J) and agrees to comply with all applicable provisions stated therein.
 - 2. Design-Builder has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
 - 3. Design-Builder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and visible Site conditions that may affect cost, progress, and performance of the Work.
 - 4. Design-Builder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - 5. Design-Builder has carefully studied all: (a) reports of explorations and tests of subsurface conditions at or adjacent to the Site, and all drawings of physical conditions relating to existing surface or subsurface structures at the Site, if any, that District has made available to Design-Builder, especially with respect to Technical Data in such reports and drawings, and (b) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site, that District has made available to Design-Builder, especially with respect to Technical Data in such reports and drawings.
 - 6. Design-Builder is aware of the District's stipulation to work closely with the District Engineer (ETM) and other subcontractors and consultants to ensure the Project meets their standards and expectations.
 - 7. Design-Builder has considered the information known to Design-Builder itself, and to Construction Subcontractors and Project Design Professionals that Design-Builder has selected as of the Effective Date; information commonly known to design professionals, design-builders, and contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings (if any) identified in the Contract Documents or otherwise made available to Design-Builder, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Design-Builder; and (3) Design-Builder's safety precautions and programs.

8. Based on the information and observations referred to in the preceding paragraph, Design-Builder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary prior to entry into the Contract at the Contract Price, subject to the Contract Times.
9. Design-Builder is aware of the general nature of work to be performed by District and others at the Site that relates to the Work as indicated in the Contract Documents.
10. Design-Builder will provide District written notice of all known conflicts, errors, ambiguities, or discrepancies that Design-Builder discovers in the Contract Documents, and the written response from District is acceptable to Design-Builder.
11. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
12. Design-Builder's entry into this Contract constitutes an incontrovertible representation by Design-Builder that without exception all prices in the Contract are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 8 – ACCOUNTING RECORDS

8.01 *Maintaining and Preserving Cost Records*

- A. Design-Builder shall keep such full and detailed accounts of materials incorporated and labor, services, and equipment utilized for the Work as may be necessary for proper financial management under this Contract. Subject to prior written notice, District shall be afforded reasonable access during normal business hours to all Design-Builder's records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to cost-based or time-based compensation or reimbursement of any type or description, including but not limited to direct labor hours, standard rate hours, general conditions costs, reimbursable expenses, change order pricing, and the Cost of the Work. Design-Builder shall preserve all such documents for a period of ten (10) years after the final payment by District.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

- A. The Contract Documents consist of the following:
 1. Exhibit A – Planning Stage Work (to be developed with Design-Builder)
 2. Exhibit B – Design-Builder's Compensation (to be developed with Design-Builder)
 3. Exhibit C – This Contract (pages 1 to 14, inclusive)
 4. Exhibit D – General Conditions (to be developed with Design-Builder)
 5. Exhibit E – Site and Safety Requirements (to be developed with Design-Builder)
 6. Exhibit F – Public Construction Bond in accordance with Section 255.05, Florida Statutes
 7. Exhibit G – Design & Permitting Stage Task Assignment (to be developed with Design-Builder)
 8. Exhibit H – Construction Stage Task Assignment (to be developed with Design-Builder)
 9. Exhibit I – FDEP Grant Agreement
 10. Exhibit J – Warranty Bond

11. Exhibit K – Subsequent Amendments and Task Assignments to this Contract (to be developed with Design-Builder)
 12. Exhibit L – Work Change Directives (to be developed with Design-Builder)
 13. Exhibit M – Change Orders (to be developed with Design-Builder)
- B. The documents listed in Paragraph 9.01.A (1 through 13) are not all attached to this Contract, except for those referenced above.
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 Terms

- A. Terms used in this Contract will have the meanings stated in the General Conditions.

10.02 Assignment of Contract

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract.

10.03 Successors and Assigns

- A. District and Design-Builder each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract.

10.04 Severability

- A. Any provision or part of the Contract held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon District and Design-Builder, who agree that the Contract shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 Design-Builder's Certifications

- A. Design-Builder certifies that it has not engaged in corrupt, fraudulent, collusive or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
1. "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of District, (b) to establish Bid prices at artificial non-competitive levels, or (c) to deprive District of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of District, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 *Other Provisions*

- A. Notwithstanding anything in the Contract Documents to the contrary, in the event specific performance requirements are set forth in Amendments or Task Assignments to this Contract, the District's remedies for Design-Builder's failure to meet the performance requirements will be addressed in Amendments or Task Assignments to this Contract and shall be in addition to any liquidated damages for delay described in any Contract Documents.
- B. The Parties acknowledge that the risks of lost revenues, lost profits, lost use, operating costs, facility downtime, fines and other consequential damages may be different depending on the Scope of Work of each Task Assignment. Accordingly, during negotiations for each Task Assignment, the Parties will assess the potential risks of loss and will negotiate and agree to the assignment of and limitations for any consequential damages as listed above.
- C. Design-Builder shall not discriminate on the basis of race, color, religion, gender, national origin, marital status, sexual orientation, age, disability or gender identity, or other unlawful forms of discrimination in the performance of this Contract. Design-Builder understands and agrees that a violation of this clause shall be considered a material breach of this Contract and may result in termination of the Contract. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.
- D. The Design-Builder shall (1) utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Design-Builder during the term of the contract; and (2) shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

10.07 *Public Records*

- A. The Design-Builder understands and agrees that all documents of any kind provided to the District in connection with this Contract may be public records, and, accordingly, Design-Builder agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. Design-Builder acknowledges that the designated public records custodian for the District is Andrew Kantarzhi ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the Design-Builder shall:
 1. keep and maintain public records required by the District to perform the service;
 2. upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes;
 3. ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the

contract term and following the contract term if the Design-Builder does not transfer the records to the Public Records Custodian of the District; and

4. upon completion of the contract, transfer to the District, at no cost, all public records in Design-Builder's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Design-Builder, the Design-Builder shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF THE DESIGN-BUILDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE DESIGN-BUILDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 2300 GLADES ROAD #410W, BOCA RATON, FLORIDA 33431, TELEPHONE: (561)571-0100, FAX: (561) 571-0013, OR EMAIL: KANTARZHIA@WHHASSOCIATES.COM.

10.08 *Assignment of Warranties*

- A. Design-Builder shall assign to Owner all warranties extended to Design-Builder by material suppliers and subcontractors. If an assignment of warranty requires the material supplier and/or subcontractor to consent to same, then Design-Builder shall secure the material supplier's and/or subcontractor's consent to assign said warranties to Owner.

10.09 *Construction Defects*

- A. CLAIMS FOR CONSTRUCTION DEFECTS ARE NOT SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES.

10.10 *Restriction on Removal of Fill Dirt from Work from Work Site*

- A. Design-Builder acknowledges that all suitable soil/fill material shall remain on-site. Fill material shall not be removed from the Project site without the written consent of the Owner.

10.11 *Public Entity Crimes*

Pursuant to Section 287.133(3)(a), Florida Statutes:

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

Design-Builder represents that in entering into this Contract, the Design-Builder has not been placed on the convicted vendor list within the last 36 months and, in the event that the Design-Builder is placed on the convicted vendor list, the Design-Builder shall immediately notify the Owner whereupon this Contract may be terminated by the Owner.

10.12 *Scrutinized Companies*

Design-Builder represents that in entering into this Contract, neither it nor any of its officers, directors, executives, partners, shareholders, members, or agents is 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, Florida Statutes, and in the event such status changes, Design-Builder shall immediately notify Owner.

10.13 *Counterparts; Electronic Signatures*

This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument. Additionally, the parties acknowledge and agree that this Agreement 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. Without limitation, "electronic signature" shall include faxed versions of an original signature, electronically scanned and transmitted versions (e.g. via PDF) of an original signature, or signatures created in a digital format.

10.14 *E-Verify*

The Design-Builder shall comply with and perform all provisions of Section 448.095, Florida Statutes. Accordingly, as a condition precedent to entering into this Agreement, Design-Builder shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees.

If the Design-Builder anticipates entering into agreements with a subcontractor for the Work, Design-Builder will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095 and stating that the subcontractor has registered with and uses the E-Verify system and does not employ, contract with, or subcontract with an unauthorized alien. Design-Builder shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the Owner upon request. Any party may terminate this Agreement or any subcontract hereunder if there is a good faith belief on the part of the terminating party that a contracting party has knowingly violated Section 448.09(1), Florida Statutes. Upon such termination, Design-Builder shall be liable for any additional costs incurred by Owner as a result of the termination.

In the event that the Owner has a good faith belief that a subcontractor has violated Section 448.095, but the Design-Builder has otherwise complied with its obligations hereunder, the Owner shall promptly notify the Design-Builder. The Design-Builder agrees to immediately terminate the agreement with the subcontractor upon notice from the Owner.

10.15 *Direct Purchase of Materials*

- A. Owner represents to Design-Builder that Owner is a governmental entity exempt from Florida sales and use tax, and will provide Design-Builder with a copy of its Consumer Exemption Certificate. Owner may elect to implement a direct purchase arrangement whereby Owner will directly acquire certain materials ("Direct Purchase Materials") necessary for the completion of the Work directly from the suppliers to take advantage of Owner's tax-exempt status.
- B. Within 10 days of the issuance of the Notice to Proceed or other written authorization for Work, Owner shall provide Design-Builder with a list of materials that will be treated as Direct Purchase Materials.
- C. Owner shall issue purchase orders directly to suppliers of Direct Purchase Materials. Such purchase orders shall include Owner's consumer certificate of exemption number and shall require that the

supplier provide the required shipping and handling insurance and provide for delivery with title and risk of loss transferring upon delivery at the jobsite and after acceptance by Owner. Corresponding change orders shall be executed at the time of the direct purchase to reflect the direct purchases made by the Owner and if the original contract contemplated sale of materials and installation by same person, the change order needs to reflect sale of materials and installation by different legal entities.

- D. Owner shall issue a Certificate of Entitlement to each supplier of Direct Purchase Materials, and furnish a copy of same to the Design-Builder. Each Certificate of Entitlement must have attached thereto the corresponding purchase order. Each Certificate of Entitlement shall acknowledge that if the Department of Revenue determines the purchase is not a tax-exempt purchase by a governmental entity, then the governmental entity will be responsible for any tax, penalties and interest determined to be due. Each Certificate of Entitlement shall affirm that (1) the attached purchase order is being issued directly to the vendor supplying the tangible personal property the Design-Builder will use in the identified public works; (2) the vendor's invoice will be issued directly to the governmental entity; (3) payment of the vendor's invoice will be made directly by the governmental entity to the vendor from public funds; (4) the governmental entity will take title to the tangible personal property from the vendor at the time of delivery by the vendor; and (5) the governmental entity assumes the risk of damage or loss at the time of delivery by the vendor.
- E. Upon delivery of the Direct Purchase Materials to the jobsite, the Owner, through Design-Builder as its agent, shall inspect the materials and invoices to determine that they conform to the purchase order. If the materials conform, Owner shall accept and take title to the Direct Purchase Materials through its agent, which is Design-Builder.
- F. Suppliers shall issue invoices directly to Owner. Owner shall process invoices and issue payment directly to the suppliers.
- G. Upon acceptance of Direct Purchase Materials, Owner shall assume risk of loss of same until they are incorporated into the Project. Design-Builder, as Owner's agent, shall be responsible for safeguarding all Direct Purchase Materials and for obtaining and managing all warranties and guarantees for all material and products as required under the Contract Documents. All warranties provided by Design-Builder as part of Contract shall apply to all Direct Purchase Materials, as though Design-Builder had purchased the Direct Purchase Materials.

IN WITNESS WHEREOF, District and Design-Builder have signed this Agreement.

This Agreement will be effective on _____, **2024** (which is the Effective Date of the Contract).

DISTRICT:

DESIGN-BUILDER:

Deering Park Stewardship District

By: _____

By: _____

Print Name Andrew Kantarzhi

Print Name _____

Title: District Manager

Title: _____

[If Design-Builder is a corporation, partnership, LLC, or a joint venture, attach evidence of authority to sign. In the case of a joint venture, expand the signature section to accommodate execution of the Agreement by an authorized representative of each joint venturer.]

EXHIBIT A – Planning Stage Work

[content to be included in final document]

EXHIBIT B – Design-Builder’s Compensation

[content to be included in final document]

EXHIBIT D – General Conditions

[content to be included in final document]

EXHIBIT E – Site and Safety Requirements

[content to be included in final document]

EXHIBIT F – Public Construction Bond

PUBLIC CONSTRUCTION BOND

Bond No. _____

BY THIS BOND, We _____, as Principal and _____, a corporation, as Surety, are bound to Deering Park Stewardship District, herein called District, in the sum of \$_____, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the Contract dated _____, 202__, between Principal and District for construction of Edgewater Wetland Park Project, the Contract being made a part of this bond by reference, at the times and in the manner prescribed in the Contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, services, materials, or supplies, used directly or indirectly by Principal in the prosecution of the Work provided for in the Contract; and
3. Pays District all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that District sustains because of a default by Principal under the Contract; and
4. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract, then this bond is void; otherwise it remains in full force.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

Any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or the changes does not affect Surety's obligation under this bond.

DATED ON _____, 202__.

(Name of Principal)

By (As Attorney in Fact)

(Name of Surety)

EXHIBIT G – Design & Permitting Stage Task Assignment

[content to be included in final document]

EXHIBIT H – Construction Stage Task Assignment

[content to be included in final document]

Exhibit I – FDEP Grant Agreement

[Grant Agreement Attached to this Document]

Exhibit J – Warranty Bond

KNOW ALL MEN BY THESE PRESENTS:

THAT WE _____, hereinafter referred to as “Contractor” and _____, hereinafter referred to as “Surety” are held and firmly bound unto Deering Park Stewardship District, hereinafter referred to as “Owner,” in the sum of fifteen percent (15%) of the Final Contract Price for the Project known as _____. The Work to which this Warranty Bond applies is further described as follows:

1.

The Final Contract Price for the Work is \$ _____; therefore, the Contractor and Surety are held and firmly bound unto Owner the sum of \$ _____ for the payment of which we bind ourselves, heirs, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Work was completed pursuant to an Agreement dated _____, _____, and;

WHEREAS, the Contractor warrants and guarantees to the Owner that all labor, materials, equipment and services furnished and performed have been done in a good and workmanlike manner and are of the highest quality, free from Defects; and

WHEREAS, Contractor is obligated to protect the Owner against any Defects resulting from faulty materials or workmanship provided for said Work and to maintain said Work for a period of two (2) years from the date of Final Completion of said Work, which is _____.

NOW THEREFORE, the conditions of this obligation are such that if Contractor shall promptly and faithfully protect the Owner against any Defects resulting from faulty materials and workmanship of the aforesaid Work and maintain said Work for a period of two (2) years from the date of Final Completion, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

The Owner shall notify the Contractor in writing of any Defect for which the Contractor is responsible and shall specify in said notice a reasonable period of time within which Contractor shall have to correct said Defect.

The Surety unconditionally covenants and agrees that if the Contractor fails to perform, within the time specified, the Surety, upon thirty (30) days written notice from Owner, or its authorized agent or officer, of the failure to perform will correct such Defect or Defects and pay the cost thereof, including, but not limited to, engineering, legal and contingent costs. Should the Surety fail or refuse to correct said Defects, the Owner, in view of the public interest, health, safety, welfare and factors involved, shall have the right to resort to any and all legal remedies against the Contractor and Surety and either, both at law and in equity, including specifically, specific performance to which the Contractor and Surety unconditionally agree.

The Contractor and Surety further jointly and severally agree that the Owner at its option, shall have the right to correct said Defects resulting from faulty materials or workmanship, or, pursuant to advertisement and receipt of Bids, cause to be corrected any Defects or said Defects in case the Contractor shall fail or refuse to do so, and in the event the Owner should exercise and give effect to such right, the Contractor and the Surety shall jointly and severally hereunder reimburse the Owner the total cost thereof, including, but not limited to, engineering, legal and contingent costs, together with any damages either direct or consequent which may be sustained on account of the failure of the Contractor to correct said defects.

IN WITNESS WHEREOF, this instrument is executed this the _____ day of _____, _____.

ATTEST:

CONTRACTOR

CONTRACTOR

CONTRACTOR Attesting Authority

By: CONTRACTOR Signatory Authority

Typed Name

Typed Name and Title

(CORPORATE SEAL)

Address

(Witness to CONTRACTOR)

City, State, Zip

Typed Name

Telephone No.

ATTEST:

SURETY

(SURETY) Secretary

SURETY

Typed Name

By: _____
Attorney-in-Fact

(CORPORATE SEAL)

Witness as to SURETY

Typed Name

Typed Name

Address

City, State, Zip

Telephone No.

NOTE: If Contractor is a joint venture, all venturers shall execute the Bond. If Contractor is Partnership, all partners shall execute Bond.

IMPORTANT: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Florida, unless otherwise specifically approved in writing by Owner.

ATTACH a certified Power-of-Attorney appointing individual Attorney-in-Fact for execution of Bond on behalf of Surety.

Exhibit K – Subsequent Amendments and Task Assignments to this Contract

[content to be included in final document]

Exhibit L – Work Change Directives

[content to be included in final document]

Exhibit M – Change Orders

[content to be included in final document]

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement**

This Agreement is entered into between the Parties named below, pursuant to section 215.971, Florida Statutes:

1. Project Title (Project): **Edgewater Wetland Park Project** Agreement Number: **LG009**

2. Parties **State of Florida Department of Environmental Protection,
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000** (Department)

Grantee Name: **Deering Park Stewardship District** Entity Type: **Local Government**

Grantee Address: **2300 Glades Road #410W Boca Raton, FL 33431** FEID: **86-1857256** (Grantee)

3. Agreement Begin Date: **Upon Execution** Date of Expiration: **October 31, 2027**

4. Project Number: Project Location(s): **Lat/Long: (28.9613, -80.9805)**
(If different from Agreement Number)

Project Description: **The grantee will improve water quality in the lagoon, meet the City's Senate Bill 64 goals, create wetland habitat, and provide opportunities for birdwatching and bicycling.**

5. Total Amount of Funding: \$ 7,143,500.00	Funding Source?	Award #s or Line-Item Appropriations:	Amount per Source(s):
	☒ State ☐ Federal	IRL WQI, GAA LI 1711C, FY 23-24, GR	\$ 7,143,500.00
	☐ State ☐ Federal		\$
	☐ State ☐ Federal		\$
	☐ Grantee Match		\$
Total Amount of Funding + Grantee Match, if any:			\$ 7,143,500.00

6. Department's Grant Manager Name: Daronathan Do or successor Address: Florida Dept. of Environmental Protection 3900 Commonwealth Blvd., MS 3602 Tallahassee, FL 32399-3000 Phone: 850-245-2860 Email: Daronathan.Do@FloridaDEP.gov	Grantee's Grant Manager Name: Andrew Kantarzhi or successor Address: Deering Park Stewardship District 2300 Glades Road #410W Boca Raton, FL 33431 Phone: 561-571-0010 ext 139 Email: kantarzhia@whhassociates.com
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7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

☒ Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
☒ Attachment 2: Special Terms and Conditions
☒ Attachment 3: Grant Work Plan
☒ Attachment 4: Public Records Requirements
☒ Attachment 5: Special Audit Requirements
☐ Attachment 6: Program-Specific Requirements
☐ Attachment 7: Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com , in accordance with section 215.985, F.S.
☐ Attachment 8: Federal Regulations and Terms (Federal)
☐ Additional Attachments (if necessary):
☒ Exhibit A: Progress Report Form
☐ Exhibit B: Property Reporting Form
☒ Exhibit C: Payment Request Summary Form
☐ Exhibit D: Quality Assurance Requirements
☐ Exhibit E: Advance Payment Terms and Interest Earned Memo
☐ Exhibit F: Common Carrier or Contracted Carrier Attestation Form PUR1808 (State)

☐ Exhibit H: Non-Profit Organization Compensation Form (State)	
☐ Additional Exhibits (if necessary):	
8. The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331 (a) (1):	
Federal Award Identification Number(s) (FAIN):	
Unique Entity Identifier (UEI):	
Federal Award Date to Department:	
Federal Award Project Description:	
Total Federal Funds Obligated by this Agreement:	
Federal Awarding Agency:	
Award R&D?	☐ Yes ☐ N/A

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date unless another date is specified in the grant documents.

Deering Park Stewardship District

GRANTEE

Grantee Name

By

(Authorized Signature)

Date Signed

Andrew Kantarzhi, District Manager

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection

DEPARTMENT

By

Secretary or Designee

Date Signed

Angela Knecht, Director, Division of Water Restoration Assistance

Print Name and Title of Person Signing

☒ Additional signatures attached on separate page.

DWRA Additional Signatures

Daronathan
Do



Digitally signed by
Daronathan Do
Date: 2024.03.11
14:58:56 -04'00'

Daronathan Do, DEP Grant Manager

Mitch Holmes



Digitally signed by Mitch
Holmes
Date: 2024.03.11
15:43:31 -04'00'

Mitch Holmes, DEP QC Reviewer

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS**

ATTACHMENT 1

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

- a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
 - i. Standard Grant Agreement
 - ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
 - iii. Attachment 1, Standard Terms and Conditions
 - iv. The Exhibits in the order designated in the Standard Grant Agreement
- b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.
- c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.
- d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
 - (1) an increase or decrease in the Agreement funding amount;
 - (2) a change in Grantee's match requirements;
 - (3) a change in the expiration date of the Agreement; and/or
 - (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department.A change order to this Agreement may be used when:
 - (1) task timelines within the current authorized Agreement period change;
 - (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
 - (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
 - (4) fund transfers between budget categories for the purposes of meeting match requirements.This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.
- e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

- a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.
- b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

- a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.
- b. Invoice reduction
If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.
- c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.
 - i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.
 - ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to

require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

- iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

- a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with section 215.422, Florida Statutes (F.S.).
- b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.
- c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.
- d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: <https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf>.
- e. Rural Communities and Rural Areas of Opportunity. If Grantee is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" (RAO) as defined in subsection 288.0656(2), F.S., such Grantee may request from the Department that all invoice payments (i.e., cost reimbursement) under this Agreement be directed to the relevant county or municipality or to the RAO itself. The Department will agree to Grantee's request if:
 - i. Grantee demonstrates that it is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" under subsection 288.0656(2), F.S.;
 - ii. Grantee demonstrates current financial hardship using one (1) or more of the "economic distress" factors defined in subsection 288.0656(2)(c), F.S.;
 - iii. Grantee's performance has been verified by the Department, which has determined that Grantee is eligible for cost reimbursement and that Grantee's performance has been completed in accordance with this Agreement's terms and conditions; and
 - iv. Applicable federal and state law(s), rule(s) and regulation(s) allow for such payments.This subsection may not be construed to alter or limit any other applicable provisions of federal or state law, rule, or regulation. A current list of Florida's designated RAOs can be accessed at the following web address: <https://floridajobs.org/community-planning-and-development/rural-community-programs/rural-areas-of-opportunity>.
- f. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.
- g. State Funds Documentation. Pursuant to section 216.1366, F.S., if Contractor meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Contractor must provide the Department with documentation that indicates the amount of state funds:
 - i. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer of Contractor.
 - ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the Contractor.

The documentation must indicate the amounts and recipients of the remuneration. Such information must be posted on the State's the contract tracking system and maintained pursuant to section 215.985, F.S., and must be posted on the Contractor's website, if Contractor maintains a website.

- h. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.
- i. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.
- j. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.
- k. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: <https://www.myfloridacfo.com/division/aa/local-governments/judgement-interest-rates>.
- l. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

- a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.
- b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.
- c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing \$5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.
 - i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price

Attachment 1

- negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.
- ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.
 - d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with section 112.061, F.S.
 - e. Direct Purchase Equipment. For the purposes of this Agreement, Equipment is defined as capital outlay costing \$5,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.
 - f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.
 - g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.
 - h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form, to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

- a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.
- b. If Grantee fails to perform the requested work or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.
- c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.
- d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

- a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.
- b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
- c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage *prior to* performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
- d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.
- e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

- a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.
- b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
- c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
- d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.
- e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

- a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
- b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
- c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
- d. Failure to honor any term of the Agreement;
- e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
- f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
- g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
- h. Failure to maintain the insurance required by this Agreement;
- i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
 - i. Entry of an order for relief under Title 11 of the United States Code;
 - ii. The making by Grantee of a general assignment for the benefit of creditors;
 - iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
 - iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole

discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

- a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
 - i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
 - ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.
- b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.
- c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.
- d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of \$100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

- a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.
- b. Pursuant to sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:
 - i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may

not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

- ii. **Discriminatory Vendors.** An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
- iii. **Antitrust Violator Vendors.** A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.
- iv. **Notification.** The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

- a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.
- b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
- c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.

This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.

If applicable, Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

- a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- b. All manufactured products used in the project are produced in the United States--this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

- c. All construction materials are manufactured in the United States-this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

25. Investing in America

Grantees of an award for construction projects in whole or in part by the Bipartisan Infrastructure Law or the Inflation Reduction Act, including the following provision:

a. **Signage Requirements**

a. Investing in America Emblem: The recipient will ensure that a sign is placed at construction sites supported in whole or in part by this award displaying the official Investing in America emblem and must identify the project as a “project funded by President Biden’s Bipartisan Infrastructure Law” or “project funded by President Biden’s Inflation Reduction Act” as applicable. The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.

The recipient will ensure compliance with the guidelines and design specifications provided by EPA for using the official Investing in America emblem available at:

<https://www.epa.gov/invest/investing-america-signage>.

b. Procuring Signs: Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Investing in America emblem or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

26. Scrutinized Companies.

- a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in section 287.135, F.S. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
- c. As provided in subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

27. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to section 216.347, F.S., except that pursuant to the requirements of section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with sections 11.062 and 216.347, F.S.

28. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during

the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>).

29. Audits.

- a. Inspector General. The Grantee understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.
- b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
 - i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
 - ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
 - iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.
- c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: <https://apps.fldfs.com/fsaa>.
- d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.
- e. No Commingling of Funds. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
 - i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the

original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.

- ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
- iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

30. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

31. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

32. Subcontracting.

- a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.
- b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.
- c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.
- d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.
- e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
- f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.
- g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

33. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

34. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

35. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

36. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

37. Grantee's Employees, Subcontractors and Agents.

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

38. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

39. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

40. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. LG009**

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.

The Project funded under this Agreement is Edgewater Wetland Park Project. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.

- a. Reimbursement Period. The reimbursement period for this Agreement begins on July 1, 2023, and ends at the expiration of the Agreement.
- b. Extensions. There are extensions available for this Project.
- c. Service Periods. Additional service periods are not authorized under this Agreement.

3. Payment Provisions.

- a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
- b. Invoicing. Invoicing will occur as indicated in Attachment 3.
- c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.

Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

<u>Reimbursement</u>	<u>Match</u>	<u>Category</u>
☐	☐	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
☐	☐	a. Fringe Benefits, N/A.
☐	☐	b. Indirect Costs, N/A.
☒	☐	Contractual (Subcontractors)
☐	☐	Travel, in accordance with Section 112, F.S.
☐	☐	Equipment
☐	☐	Rental/Lease of Equipment
☐	☐	Miscellaneous/Other Expenses
☐	☐	Land Acquisition

5. Equipment Purchase.

No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.

There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements

There is no match required on the part of the Grantee under this Agreement.

8. Insurance Requirements

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Commercial General Liability Insurance.

The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be \$250,000 for each occurrence and \$500,000 policy aggregate.

b. Commercial Automobile Insurance.

If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

\$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
\$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. Workers' Compensation and Employer's Liability Coverage.

The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.

d. Other Insurance. None.

9. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

10. Retainage.

Retainage is permitted under this Agreement. Retainage may be up to a maximum of 10% of the total amount of the Agreement.

11. Subcontracting.

The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

12. State-owned Land.

The work will not be performed on State-owned land.

13. Office of Policy and Budget Reporting.

There are no special Office of Policy and Budget reporting requirements for this Agreement.

14. Common Carrier.

- a. Applicable to contracts with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor must also fill out and return PUR 1808 before contract execution] If Contractor is a common carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.
- b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of

transporting a person into this state knowing that the person unlawfully present in the United States according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

15. Additional Terms.

None.

Any terms added here must be approved by the Office of General Counsel.

ATTACHMENT 3 GRANT WORK PLAN

PROJECT TITLE: Edgewater Wetland Park Project

PROJECT LOCATION: The Project will be located in the City of Edgewater within Volusia County; Lat/Long (28.9613, -80.9805).

PROJECT BACKGROUND: The Indian River Lagoon (IRL) is facing nutrient pollution due to excess nitrogen and phosphorus. Originating from wastewater discharges, fertilizer runoff, and septic tanks, these nutrients can lead to harmful algal blooms. Decreasing the nutrient input into the IRL will contribute to better water quality, essential for a healthier aquatic ecosystem.

PROJECT DESCRIPTION: Deering Park Stewardship District (Grantee) will redirect up to 3 million gallons per day of the City of Edgewater's reclaimed water away from the permitted surface water discharge into the Indian River (Mosquito Lagoon) to an upland location five miles west within the Florida Wildlife Corridor, where it will hydrate a +/- 50-acre constructed recharge wetland system. The Grantee will replace and/or install piping, equipment, extend 12-inch reclaimed water line to the project site, and construct upgrades to Edgewater Wetland Park.

TASKS: All documentation should be submitted electronically unless otherwise indicated.

Task 1: Preconstruction Activities

Deliverables: The Grantee will complete the design of upgrades to Edgewater Wetlands Park and obtain all necessary permits for construction of the project. The Grantee will also provide flow directions analysis, hydrology analysis as well as surveying and engineering to support design.

Documentation: The Grantee will submit: 1) a land survey; 2) flow direction and hydrology analysis results; 3) a signed acceptance of the completed work to date, as provided in the Grantee's Certification of Payment Request; and 4) a summary of activities to date, indicating the percentage of design completion for the time period covered in the payment request. For the final documentation, the Grantee will also submit a copy of the design completed with the funding provided for this task and a list of all required permits identifying issue dates and issuing authorities.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

Task 2: Bidding and Contractor Selection

Deliverables: The Grantee will prepare a bid package, publish a public notice, solicit bids, conduct pre-bid meetings, and respond to bid questions in accordance with the Grantee's procurement process, to select one or more qualified and licensed contractors to complete construction of Edgewater Wetland Park improvements.

Documentation: The Grantee will submit: 1) the public notice of advertisement for the bid; 2) the bid package; and 3) a written notice of selected contractor(s).

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement following the conclusion of the task.

Task 3: Construction

Deliverables: The Grantee will replace and/or install piping, equipment, an extension of 12-inch reclaimed water line, and upgrades to Edgewater Wetland Park in accordance with the construction contract documents.

Documentation: The Grantee will submit: 1) a copy of the final design; 2) a signed acceptance of the completed work to date, as provided in the Grantee's Certification of Payment Request; and 3) a signed Engineer's Certification of Payment Request.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

Task 4: Project Management

Deliverables: The Grantee will perform project management, to include field engineering services, construction observation, site meetings with construction contractor(s) and design professionals, and overall project coordination and supervision.

Documentation: The Grantee will submit interim progress status summaries including summary of inspection(s), meeting minutes and field notes, as applicable.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

PROJECT TIMELINE & BUDGET DETAIL: The tasks must be completed by, and all documentation received by, the corresponding task end date. Cost reimbursable grant funding must not exceed the budget amounts as indicated below.

Task No.	Task Title	Budget Category	Grant Amount	Task Start Date	Task End Date
1	Preconstruction Activities	Contractual Services	\$750,000	07/01/2023	10/31/2025
2	Bidding and Contractor Selection	Contractual Services	\$50,000	07/01/2023	11/30/2025
3	Construction	Contractual Services	\$6,243,500	07/01/2023	04/30/2027
4	Project Management	Contractual Services	\$100,000	07/01/2023	04/30/2027
Total:			\$7,143,500.00		

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements**

Attachment 4

1. Public Records.

- a. If the Agreement exceeds \$35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.
- b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. Additional Public Records Duties of Section 119.0701, F.S., If Applicable.

For the purposes of this paragraph, the term “contract” means the “Agreement.” If Grantee is a “contractor” as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

- a. Keep and maintain Public Records required by Department to perform the service.
- b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.
- d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.
- e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department’s custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

f. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT’S CUSTODIAN OF PUBLIC RECORDS AT:

Telephone: (850) 245-2118
Email: public.services@floridadep.gov
Mailing Address: Department of Environmental Protection
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Audit Requirements
(State and Federal Financial Assistance)**

Attachment 5

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient (*which may be referred to as the "Recipient", "Grantee" or other name in the agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends \$750,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.
3. A recipient that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <https://sam.gov/content/assistance-listings>.

Attachment 5

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512
 - A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/facweb/>

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

- B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (<http://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

Attachment 5

3 of 6

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and the reporting package was delivered to the recipient correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
Federal Program A				\$	
Federal Program B					

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
Federal Program A	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:					
State Program A	State Awarding Agency	State Fiscal Year ¹	CSFA Number	CSFA Title or Funding Source Description	State Appropriation Category
Original Agreement	Florida Department of Environmental Protection	2023-2024	37.039	Statewide Water Quality Restoration Projects – LI 1711C	149941
State Program B	State Awarding Agency	State Fiscal Year ²	CSFA Number	CSFA Title or Funding Source Description	State Appropriation Category

Total Award	\$7,143,500
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Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [<https://sam.gov/content/assistance-listings>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]). The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

¹ Subject to change by Change Order.

² Subject to change by Change Order.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**Exhibit A
Progress Report Form**

The current **Exhibit A, Progress Report Form** for this grant can be found on the Department's website at this link:

<https://floridadep.gov/wra/wra/documents/progress-report-form>

Please use the most current form found on the website, linked above, for each progress report submitted for this project.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**Exhibit C
Payment Request Summary Form**

The **Payment Request Summary Form** for this grant can be found on our website at this link:

<https://floridadep.gov/wra/wra/documents/payment-request-summary-form>

Please use the most current form found on the website, linked above, for each payment request.

WORK AUTHORIZATION # 4

March 3, 2024

Deering Park Stewardship District
City of Edgewater, Brevard County and Volusia County, Florida

Subject: Work Authorization Number 4
Wetland Park – Design Build Coordination

Dear Chairperson, Board of Supervisors:

England-Thims & Miller, Inc. ("Engineering Professional") is pleased to submit this work authorization to provide professional services for the Deering Park Stewardship District ("District"). We will provide these services pursuant to our current agreement dated June 1, 2023 ("Agreement") as follows:

I. Scope of Work

The District hereby engages the services of Engineering Professional to perform the work described in **Schedule A**, attached hereto.

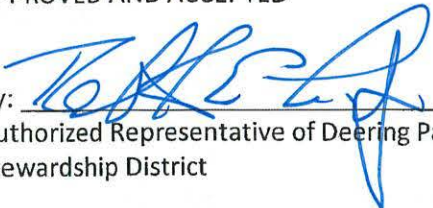
II. Fees

The District will compensate Engineering Professional in accordance with the terms of the Agreement and **Schedule A**.

This proposal, together with the Agreement, represents the entire understanding between the District and Engineering Professional with regard to the referenced work authorization. If you wish to accept this work authorization, please sign both copies where indicated, and return one complete copy to our office. Upon receipt, we will promptly schedule our services.

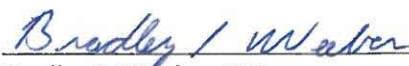
Thank you for your consideration. We look forward to helping you create a quality project.

APPROVED AND ACCEPTED

By: 
Authorized Representative of Deering Park
Stewardship District

Date: 3/12/24

Sincerely,


Bradley L. Weeber, P.E.
Executive Vice President
England-Thims & Miller, Inc.

SCHEDULE A – SCOPE OF SERVICES

A. Pre-Solicitation Services

1. WSI – Conceptual Planning

See Task 1 – WSI Fee Proposal dated 2-15-24.

Fee..... Hourly
(Budget Estimate: \$6,000.00)
(Not-to-Exceed Without Owner’s Authorization)

2. WSI – Design Criteria Memorandum (See WSI Scope of work)

See Task 2 – WSI Fee Proposal dated 2-15-24.

Fee..... Hourly
(Budget Estimate: \$17,200.00)
(Not-to-Exceed Without Owner’s Authorization)

3. Project Coordination and Management

England-Thims & Miller, Inc. will provide project coordination and project management during the conceptual planning and design criteria memorandum development. This scope includes meetings with WSI, site visits (if necessary), coordination of trail improvements, and establishing design criteria. ETM will also coordinate with WSI and DPSD representatives and City of Edgewater staff during this process.

Fee..... Hourly
(Budget Estimate: \$10,000.00)
(Not-to-Exceed Without Owner’s Authorization)

B. Design Build Phase

1. WSI – D/B Solicitation and Award Phase (See WSI Scope of work)

See Task 3 – WSI Fee Proposal dated 2-15-24.

Fee..... Hourly
(Budget Estimate: \$9,600.00)
(Not-to-Exceed Without Owner’s Authorization)

2. WSI – Regulatory Coordination (See WSI Scope of work)

See Task 4 – WSI Fee Proposal dated 2-15-24.

Fee..... Hourly
(Budget Estimate: \$21,700.00)
(Not-to-Exceed Without Owner’s Authorization)

3. WSI – Design Phase (See WSI Scope of work)

See Task 5 – WSI Fee Proposal dated 2-15-24.

Fee..... Hourly
(Budget Estimate: \$14,400.00)
(Not-to-Exceed Without Owner’s Authorization)

4. WSI – Construction Phase (See WSI Scope of work)

See Task 6 – WSI Fee Proposal dated 2-15-24.

Fee..... Hourly
(Budget Estimate: \$29,900.00)
(Not-to-Exceed Without Owner’s Authorization)

5. Design Build Solicitation and Award (ETM Services)

ETM will prepare bid documents consistent with the WSI Provided design criteria memorandum for use by the owner to solicit bids from local contractors. The proposed prepared bid documents will be as follows:

- Instruction to Bidders
- Project Overview
- Official Bid Form
- Draft Contract
- General Conditions
- Special Conditions
- Technical Specifications
- Required Documents from Bidders
- Required Bid Attachments
- Contractor's Qualifications / Team Structure
- Contractor's Public Entity Crime Statement
- Project Milestone Schedule
- Project Schedule of Values

Lump Sum Fee..... \$11,700.00

6. Bid Document Review and Support (ETM Services)

This task includes a review of the received bids, preparation of documents related to the received bids, and preparation, coordination, and/or review of final contract documents between the owner and contractor.

Lump Sum Fee \$3,500.00

7. Design Phase Project Coordination (ETM Services)

ETM will coordinate with WSI, design-build team and owner throughout the duration of the design phase of the project. This includes scheduled meetings, periodic project updates, schedule reviews, owner furnished deliverables and other coordination items as needed to support WSI and the Design-Build Contractor.

Fee..... Hourly

(Budget Estimate: \$25,000.00)

(Not-to-Exceed Without Owner's Authorization)

8. Limited Construction Administration (ETM Services)

ETM will conduct Limited Construction Administration services for the proposed Deering Park Wetland Park in the City of Edgewater, Volusia County. ETM will provide part-time assignment of qualified inspection personnel to provide quality assurance services that the work is completed in reasonable accordance with the approved plans and specifications and to the satisfaction of Deering Park Stewardship District and City of Edgewater.

ETM will complete periodic inspections of the wastewater system, wetland areas, and site grading for conformance with the approved plans. ETM shall not be responsible for project safety, such as required by OSHA or other regulatory requirements.

This task includes the following:

1. Pre-construction meetings
2. Weekly Construction Team Meetings
3. Shop Drawing Review
4. Owner Authorized Site Visits
5. As-Built Review
6. Regulatory Agency Required Inspections
7. Coordination with Design-Build team for project closeout and certifications
8. Coordination of City of Edgewater Acceptance Package
9. Coordination with DPSD and D/B Contractor for completion of required grant reimbursement paperwork.

Note: It is assumed that this will be a 12-month duration, if the construction phase extends beyond 12 months, ETM will submit to the DPSD for additional funds.

Fee..... Hourly

(Budget Estimate: \$35,000.00)

(Not-to-Exceed Without Owner's Authorization)

C. Post-Construction Phase

1. WSI – Wetland Startup Assistance (See WSI Scope of work)

See Task 7 – WSI Fee Proposal dated 2-15-24.

Fee.....***Hourly***
(Budget Estimate: \$18,500.00)
(Not-to-Exceed Without Owner's Authorization)

TASK SUMMARY

Description		Lump Sum Fee		
	Description	ETM Fees		WSI
		Hourly	Lump Sum	
A	Pre-Solicitation Services			
1.	Conceptual Planning			\$6,000.00
2.	Design Criteria Memorandum			\$17,200.00
3.	ETM Services	\$10,000.00		
B.	Design Build Phase			
1.	D/B Solicitation and Award Phase (WSI)			\$9,600.00
2.	Design Phase			\$21,700.00
3.	Regulatory Coordination			\$14,400.00
4.	Construction Phase			\$29,900.00
5.	Design Build Solicitation and Award (ETM)		\$11,700.00	
6.	Bid Document Review and Support (ETM)		\$3,500.00	
7.	Design Phase Project Coordination (ETM)	\$25,000.00		
8.	Limited Construction Administration (ETM)	\$35,000.00		
C.	Post Construction Phase			
1.	Wetland Startup Assistance			\$18,500.00
	SUBTOTAL	\$70,000.00	\$15,200.00	\$117,300.00
	TOTAL FEE SUMMARY	\$202,500.00		

EXPENSES

Costs such as printing, telephone, delivery service, mileage and travel shall be invoiced at direct cost plus 15%.

ITEMS NOT INCLUDED

The exclusions below are listed primarily to define the scope of this project. Should any of these services be required, we will be pleased to provide you with a quotation to perform them.

- Design Services (ETM to support WSI and D/B contractor)
- Architectural Design
- Survey Services (by others)
- Utility Modeling (by others)
- Trail/Boardwalk Design
- Platting Services
- Planning/Entitlement Services
- Construction Staking
- Full Time Construction Administration
- Consumptive Use Permitting
- Environmental Investigation
- Fire Hydrant Testing
- Irrigation Design
- Geotechnical Investigations
- Owner Requested Plan Revisions After Plan Approval
- Permitting Services (WSI and D/B Contractor to provide)
- Landscape/Hardscape Design
- Lift Station Design (by others)
- Stormwater Pond Design and Modeling (by others)
- Permit Application Fees
- PUD, DRI, or Zoning Modifications
- Retaining Wall Design
- Structural Design
- Traffic/Transportation Design Services
- DEP Groundwater Discharge Permitting
- Material Testing
- Notice of Commencement
- Drainage Modeling
- Groundwater Modeling
- FEMA Floodplain Modeling, Analysis, or Letter of Map Revision

ENGLAND-THIMS & MILLER, INC.
HOURLY FEE SCHEDULE – 2024

CEO/CSO.....	\$475.00	/Hr.
President.....	\$375.00	/Hr.
Executive Vice President.....	\$362.00	/Hr.
Principal - Vice President.....	\$290.00	/Hr.
Vice President.....	\$280.00	/Hr.
Senior Engineer / Senior Project Manager.....	\$244.00	/Hr.
Project Manager.....	\$216.00	/Hr.
Director.....	\$208.00	/Hr.
Engineer.....	\$186.00	/Hr.
Assistant Project Manager.....	\$163.00	/Hr.
Senior Planner / Planning Manager.....	\$223.00	/Hr.
Senior Environmental Scientist.....	\$230.00	/Hr.
Planner.....	\$173.00	/Hr.
CEI Senior Project Engineer.....	\$305.00	/Hr.
Construction Project Manager / Project Coordinator.....	\$219.00	/Hr.
Senior Construction Owner's Representative.....	\$202.00	/Hr.
Construction Owner's Representative.....	\$185.00	/Hr.
CEI Senior Inspector / Client Representative.....	\$173.00	/Hr.
CEI Inspector	\$140.00	/Hr.
Senior Landscape Architect.....	\$195.00	/Hr.
Landscape Architect.....	\$186.00	/Hr.
Senior Technician / Senior Specialist.....	\$169.00	/Hr.
GIS Program Manager.....	\$185.00	/Hr.
GIS Analyst	\$146.00	/Hr.
GIS Consultant.....	\$157.00	/Hr.
Senior Engineering Designer / Senior LA Designer.....	\$166.00	/Hr.
Engineering / Landscape Designer.....	\$152.00	/Hr.
Engineering Intern	\$148.00	/Hr.
CADD/GIS Technician.....	\$139.00	/Hr.
Project Coordinator / CSS.....	\$116.00	/Hr.
Administrative Support.....	\$99.00	/Hr.

*ETM's standard hourly billing rates are reevaluated annually prior to the beginning of the calendar year.



6212 NW 43rd Street, Suite A
Gainesville, FL 32653
(386) 462-9286
(386) 462-3196 fax

SCOPE OF SERVICES

Deering Park North – City of Edgewater Wetland Park – Design Build Owner’s Representative

PREPARED FOR: Christopher Warshaw, P.E. – England Thims and Miller, Inc.
Ernie Cox – Family Lands Remembered LLC
Patrick Iler – Family Lands Remembered LLC

DATE: March __, 2024

Purpose

The City of Edgewater owns and operates a 2.75 million gallon per day (MGD) advanced wastewater treatment (AWT) facility. The facility is permitted to discharge up to 0.83 MGD to the Mosquito Lagoon, which is part of the Indian River system. The City also has a 2.75 MGD public access reuse system that serves as the primary effluent management system. The City is seeking a new backup effluent management site away from the Indian River Lagoon and proposes the creation of a wetland park in an upland area to the north of a planned utility area in the new Deering Park North (DPN) community within the Deering Park Stewardship District (DPSD), which would recharge reclaimed water back into the aquifer, reduce excess nutrients, and provide a passive recreational amenity for the new community and the public. The wetland park would require the extension of an existing reclaimed water line along Indian River Boulevard west of Interstate 95.

Deering Park 1 LLC (DP1)(Owner) and their consultant Family Lands Remembered (FLR) intend to solicit a design-build contractor (DB Prime) to deliver the completed project and have requested that Wetland Solutions, Inc. (WSI) provide technical assistance and guidance during permitting, design, and construction. Throughout the project, WSI will be subordinate to and report to England-Thims and Miller Inc (ETM), who is DPSD’s District Engineer, with WSI performing the below services. The DB Prime will be responsible for final design and overseeing construction and construction management. ETM will be overseeing the design phase of the project, as well as project management along with FLR. WSI’s detailed scope of services is provided below.

Scope of Services

Pre-Solicitation Services

Task 1 – Conceptual Planning

Task 1.1 – Site Visit

WSI will conduct a site visit to review locations for the proposed wetland park construction. A total wetland area of 30 to 50 acres is currently anticipated, to be located in an upland area north of a planned utility site.

Task 1.2 – Existing Data Review

WSI will review existing topographic, geotechnical, and environmental data provided by the Owner to identify potential wetland construction locations and design considerations. Data review will also be conducted to inform the permitting strategy for the proposed project.

Task 2 – Design Criteria Memorandum Development

WSI will develop a conceptual site plan for the proposed recharge wetland system at the preferred site identified in Tasks 1.1 and 1.2. WSI will collaborate with the Owner, ETM, and FLR to site wetland cells so that their locations are coordinated with the master plan for DPN. The Owner, ETM, and FLR will provide input regarding associated trail alignments and public access features. The conceptual layout will be prepared in GIS format and will be submitted to the Owner for review and comment. The conceptual site plan will form the basis for the Design Criteria Memorandum that will be provided as part of the Design/Build Solicitation. Elements of the Design Criteria Memorandum will include the following:

- Project Description and Objectives
- Conceptual Plan Figure
- List of recommended pre-design studies/data collection required to be completed by selected DB Prime including (final scope for these studies to be negotiated between Owner and DB Prime):
 - Survey
 - Geotechnical investigations
 - Infiltration testing
 - Groundwater mounding analysis and flow directions
- Preliminary Design Guidance
 - Wetland cell grading (elevations, topographic variability, side slopes, etc.)
 - Wetland cell hydrology
 - Wetland cell planting (community composition, cell-to-cell variability, planting palette)
 - Operational control objectives

- Maintenance

Deliverables

- GIS figure(s) of conceptual layout.
- Electronic copy (PDF) of Design Criteria Memorandum

Design/Build Phase

Task 3 – DB Solicitation and Award Phase

WSI will assist the Owner and FLR during the design/build solicitation process. WSI's role will include the following:

- Review of Owner-prepared DB solicitation package,
- Participation in FLR-led pre-solicitation meeting to answer technical questions from prospective DB entities,
- Assistance to Owner and FLR in answering questions from prospective bidders during solicitation Q/A period,
- Review of DB entity written submittals (not scored for ranking purposes), and
- Review of technical elements of agreement/scope between Owner and selected DB Prime.

Task 4 – Regulatory Coordination

This task includes regulatory coordination with agencies responsible for environmental and wastewater permitting. For Phase 1, regulatory coordination will consist of pre-application meetings to present the findings of the PER.

Task 4.1 – Environmental Resource Permitting

WSI will participate in the pre-application meeting(s) with the environmental permitting agency as needed to discuss the project and identify the permitting submittal requirements. WSI will review the DB Prime's ERP application prior to submittal. WSI will participate in all follow-up meetings related to the ERP application and review periods.

Task 4.2 – FDEP Wastewater Permitting

WSI will participate in the pre-application meeting(s) with the FDEP to discuss the project and identify the permitting submittal requirements. WSI assumes that the project constitutes a "major" permit modification and that the selected DB Prime will prepare the application package. WSI will review the application package prior to submittal. WSI will participate in all meetings related to the wastewater permit modification process.

Task 4.3 – As-needed Regulatory Assistance

WSI will assist the Owner on an as-needed basis with regulatory discussions, ancillary to the defined permitting processes, that may influence project implementation and success. A budget allowance of \$X is assigned to this subtask.

Deliverables

- Electronic copy (PDF) of meeting notes to supplement DB Prime-provided meeting minutes.
- Electronic copy (PDF) of ERP and wastewater permit application review comments.

Task 5 – Design Phase

Task 5.1 – D/B Team Progress Meetings

WSI will assist the Owner, ETM, and FLR by participating in all progress meetings with the selected DB Prime. **X** virtual meetings are assumed to be required during the design phase of the project.

Task 5.2 – Design Submittal Review

WSI will provide technical review of all design submittals including construction plans, technical specifications, schedules, and cost estimates. WSI's comments will be provided in writing to ETM, FLR and DB Prime.

Task 5.3 – Wetland System Operations and Maintenance Manual

WSI will draft an operations and maintenance (O&M) manual for the wetland project. The DB Prime will provide supporting information such as plan sheets, figures, equipment cut sheets, and equipment manufacturer O&M information for inclusion in the manual. The manual will be submitted to FLR, City of Edgewater, and FDEP to satisfy permitting requirements.

Deliverables

- Electronic copy (PDF) of meeting notes to supplement DB Prime-provided meeting minutes.
- Electronic copy (PDF) of review comments.
- Electronic copies (PDF) of draft and final O&M manual.

Task 6 – Construction Phase

WSI will assist ETM and FLR during construction of the project. This will include limited construction administration and resident observation during construction. Specific tasks include the following:

- Coordinate with ETM and FLR staff for construction observation. Daily reports will be prepared for each site visit.
- Participate in routine construction progress meetings.
- Answer requests for information (RFIs) by the contractor.
- Review construction contractor payment applications and progress.
- Participate in inspections for certification of final completion of construction.
- Review as-built record drawings.

Post-Construction Phase

Task 7 – Wetland Startup Assistance

WSI will assist the Owner and DB Prime with startup operations during the first year following completion of construction. WSI will assist with the following:

- Providing input on water level management, flow rotation, and water delivery to the wetland system,
- Reviewing water quality monitoring data (if required by permit), and
- Inspecting wetland vegetation and recommending areas for herbicide control and replanting.

Assumptions

The task descriptions and proposed budget are based on the following assumptions:

- Owner and ETM will provide the following information to facilitate WSI's preparation of the deliverables identified in this scope of services:
 - LiDAR topographic survey of the DPN site,
 - Existing geotechnical data reports,
 - Effluent flows and concentration data for the City of Edgewater's AWT facility for the most recent 2-year period,
 - Current Capacity Analysis Report for the AWT facility identifying the timeline for flow increases, and
 - Copies of any available environmental and cultural resource reports and GIS/CAD data identifying jurisdictional wetland boundaries and locations of sensitive species or areas that must be avoided.
 - Preliminary plans, or plats, for the proposed development including any areas proposed as conservation or restricted easements.
- Owner will provide site access to WSI staff as may be necessary to complete the work.
- Permit fees will be paid by others.

Budget Estimate

Exhibit 1 summarizes the estimated costs for the tasks described above. Work will be billed and compensated on a time and materials basis, based on the attached rate schedule (**Exhibit 2**) and will be invoiced monthly. The estimated costs are a "not-to-exceed" amount and also represent conservative estimates.

Exhibit 1. Estimated Labor Costs for Deering Park North Wetland Park Project

Exhibit 2. WSI Labor Cost Schedule for Consulting Services

WSI Staff	Rate (\$/hr)
Principal Engineer	170
Senior Engineer	165
Principal Scientist	150
Project Geologist	140
Project Engineer	140
Senior CAD Technician	130
CAD Technician	110
Engineer Intern	90
Environmental Scientist	85

Schedule

TBD

Effective Date of Authorization

This scope of work is effective on the date of execution and WSI is authorized to begin work upon receipt of written authorization. In witness of this agreement, the parties below provide their approval.

Wetland Solutions, Inc.

Deering Park 1, LLC

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Attachment G - ETM and WSI Information Sheets



England-Thims & Miller, Inc. - Qualifications and Experience

More than four decades ago, England-Thims & Miller, Inc. (ETM) was founded by three visionaries who wanted to take care of their clients with a focus on boutique, customer-centric, best-in-class services. With the help of our 350+ colleagues, we have built a business centered around taking care of our client partners, team members, and the communities we call home.

At ETM, we create great communities. Understanding the market, the needs of our clients, and delivering excellence is what we are passionate about. We see challenges and we find solutions to deliver the best-built environment. We work on exciting projects that can place a town on the map, protect and preserve the environment, and build the infrastructure needed to connect people to what's most important in their lives.

Our portfolio of relevant experience includes many projects throughout Florida with clients such as Volusia County, FDOT, Seminole County, Flagler County, the City of Palm Coast, and the City of Jacksonville.

Our team provides the following services:

- Transportation & Traffic Engineering
- Utility Master Planning and Design
- Water Resources & Environmental Permitting
- Program Management
- Landscape Architecture
- Planning and Feasibility Studies
- Pedestrian Studies and Design
- Signal Studies and Design
- Transportation Planning
- Grant Support Services
- Land Development
- Planning/Entitlements
- Surveying & Mapping
- Construction, Engineering & Inspection
- Aerial Solutions
- Environmental and Geotechnical Services
- Plan Reviews
- Permitting Services
- Public Involvement
- Post Design Services
- Geospatial Technologies



Introduction to Wetland Solutions, Inc.

Wetland Solutions, Inc. (WSI), located in Gainesville, Florida, is an environmental consulting company that is internationally recognized for the design, permitting, and implementation of natural and constructed treatment wetlands for water quality enhancement, wildlife habitat creation, and public use. WSI has extensive experience troubleshooting and optimizing the performance of existing treatment wetland systems. WSI also specializes in the use of innovative monitoring and modeling techniques in the study of aquatic ecosystem structure and function and provides additional environmental consulting services including wetland delineation, wetland mitigation planning and design, and environmental permitting. WSI is certified by the State of Florida (Certificate of Authorization No. 28785) and State of South Carolina (Certificate of Authorization No. 4556) to perform civil engineering services. WSI's team includes the following key staff:

- Chris Keller, M.E., P.E., P.W.S. – President and Principal Engineer - an environmental engineer with over 29 years of experience designing treatment wetlands, stormwater management systems, and other water quality improvement projects;
- Ron Clarke, M.S., Vice President and Senior Environmental Scientist – over 28 years of aquatic and wetland experience with expertise in data collection, analysis and management; and
- Scott Knight, Ph.D., P.E., Vice President and Water Resources Engineer – over 18 years of experience in watershed modeling, treatment wetland design, ecological monitoring, and stormwater system design.
- Amy Goodden, P.E. – Senior Engineer – over 29 years of experience with permitting and design of wastewater disposal, natural systems, and stormwater projects.

WSI has successfully completed over 300 environmental services consulting contracts since incorporation in 2000. Approximately two thirds of those projects were focused on planning, permitting, design, and implementation of wetland projects for water quality management. In addition to that work, the senior project team members have worked on a much greater number of wetland- and watershed-related projects while with previous employers. The combined experience from these projects is the foundation upon which WSI continues to successfully meet client needs for quality environmental and engineering services.

Project Examples

Sweetwater Branch/Paynes Prairie Sheetflow Restoration Project

WSI worked with Gainesville Regional Utilities, the City of Gainesville Public Works Department, and managers from Paynes Prairie Preserve State Park to improve water quality and meet a nitrogen TMDL in Sweetwater Branch, an urban stream that discharges stormwater and highly treated reclaimed wastewater to Paynes Prairie and Alachua Sink.

The tasks performed by WSI included development of recommended allowable nutrient levels for discharge; conceptual layout for a multi-compartment treatment wetland that provides operational flexibility and facilitates access for public recreational activities; calculation of existing nutrient and pollutant loads delivered to Paynes Prairie from the Sweetwater Branch watershed; calculating maximum flows that could be diverted from Sweetwater Branch to the enhancement wetland that would maintain compliance with the proposed downstream nutrient levels; estimation of nutrient assimilation that will naturally occur within



the Sheetflow Restoration Area (1,300 acres) such that average background nutrient levels (estimated at 1.4 mg/L total N and 0.1 mg/L total P) would be achieved before the sheetflow water reaches Alachua Sink; vegetation planting plans for emergent marsh, tree islands, and forested slough systems; environmental permitting; wetland jurisdictional assessment; UMAM analysis; presentations at public meetings; and environmental and wetland data collection for support of the project Environmental Resource Permit. WSI also provided construction oversight related to final cell grading, water control structure installation, cell hydration, wetland planting, and start-up operations. Since the project became operational in mid-2015, WSI has provided monthly monitoring for hydrology and water quality and has prepared annual monitoring reports for regulatory agencies. The Sweetwater Wetlands Park, as it is now named, is open for public access and won the Project of the Year award from the Florida Section of the ASCE.

Sweetwater Branch/Paynes Prairie Sheetflow Restoration Project (GRU and City of Gainesville)	
Project Contact:	Rick Hutton, PE Supervising Engineer Gainesville Regional Utilities 352-393-1218 HuttonRH@gru.com
Team Member Roles:	Chris Keller, P.E. – Senior engineer for wetland design Ron Clarke - Senior scientist, wetland planting oversight, hydrologic monitoring Scott Knight, Ph.D., P.E. - Engineer, vegetation monitoring, GIS mapping Amy Goodden, P.E. – Lead design engineer (while at Jones Edmunds) Baris Yildirim, E.I. – Engineer intern for monitoring Holly Mulligan – Environmental scientist for monitoring
Budget:	\$700,000 +/- (Design and Permitting); \$45,000/yr Annual Monitoring and Reporting
Schedule:	January 2006 – June 2015 (Planning, Design, Construction); Ongoing for Annual Reporting
Construction Budget:	\$28,200,000

McIntosh Preserve Wetland Project

The City of Plant City is developing a large, constructed treatment wetland to provide enhanced water quality treatment, improved stormwater storage, enhanced wildlife habitat, and public amenities. This project includes development of more than 150 acres of constructed treatment wetlands and associated conveyance and facilities for maintenance and access. WSI was part of the project team that developed the conceptual design and 30% design plans for this project and developed the preliminary project layout, water quality performance estimates, and collaborated on the project permitting. WSI also provided design plan review and was responsible for developing significant portions of the Basis of Design Report. As part of a parallel effort on an upland portion of the property, WSI led the design of park facilities for 2.1 miles of trails, an observation tower, a parking area, and associated park amenities. WSI served as the project engineer and signed and sealed the design plans and technical specifications, as well as provided construction oversight.



Wetland permitting for this project included delineation of wetland boundaries for 32 onsite wetlands identified on the 365-acre parcel and coordination with the Hillsborough County Environmental Protection Commission, the District, and the FDEP. This project spanned the period when FDEP assumed responsibility for 404 permitting from the U.S. Army Corps of Engineers. This project also involves permitting for wastewater application to wetland cells located on the site to improve hydration during dry periods when the site is currently dehydrated.

McIntosh Preserve Wetland Project	
Project Contact:	Lynn Spivey, PE Utilities Director, City of Plant City 302 W Reynolds Street, Plant City, FL 33563 (813) 757-9288 lspivey@plantcitygov.com
Team Member Roles:	Chris Keller, Project Manager/Engineer – Design, QA/QC, Reporting Scott Knight, Project Engineer – Delineation, Design, Reporting Ron Clarke, Project Scientist – Delineation, Hydrologic Monitoring Holly Mulligan, Project Scientist – Delineation Baris Yildirim, Project Engineer – Delineation
Budget:	Original: \$170,500 Final: \$165,500
Schedule:	Initiated: 5/8/2020 Completed: 5/19/2022
Projected Construction Cost:	\$12,000,000

Ichetucknee Springs Water Quality Improvement Project (Lake City Wetland)

The City of Lake City (City) developed the Ichetucknee Springshed Water Quality Improvement Project (or Lake City Wetland), to improve wastewater treatment while enhancing recharge to the Floridan Aquifer and Ichetucknee Springs. This project includes approximately 120 acres of infiltrating treatment wetlands that were designed and constructed on the largest of the City's sprayfields. This project was designed primarily to treat total nitrogen, which has been implicated in the degradation of area springs. Since the project has been operational the City has seen water quality in the wetland reduce total nitrogen by more than 70% and reduce nitrate to near laboratory detection limits, well below the spring's standard of 0.35 mg/L.

WSI has worked on this project since its inception and during project development provided design services, treatment performance modeling, planting oversight, training, operational assistance, monitoring, and reporting. WSI was also responsible for the development of the Operation and Maintenance Manual for the wetland. WSI worked with the City and Suwannee River Water Management District (SRWMD) to address concerns and problems during the project's construction and wetland vegetation planting.



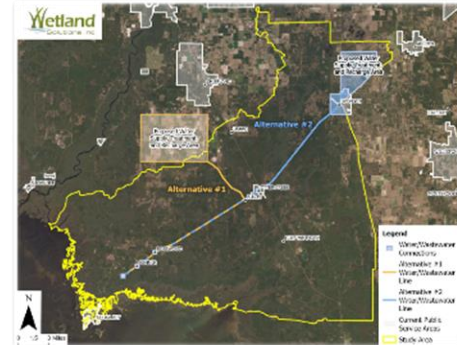
WSI has continued to be involved with the Lake City Wetland. Currently, WSI provides the City with ongoing technical assistance and water quality and quantity monitoring. Based on continued involvement in the project, the City and WSI have identified project improvements to provide streamlined operations and reduced operational costs for the City, while also providing enhanced water quality and water quantity to the aquifer and springs. WSI has also worked with the City to document the performance of the wetland to allow for operational modifications and reporting of project success to interested stakeholders. The continued efforts of the City and WSI have led to the Lake City Wetland being viewed as the premier example of a successful FDEP Springs-Funded project by both the SRWMD and FDEP. Additionally, this is one of the only projects that has collected and reported long-term monitoring data to demonstrate project success.

Ichetucknee Springs Water Quality Improvement Project (Lake City Wetland)	
Project Contact:	Cody Pridgeon Wastewater Director, City of Lake City 205 N. Marion Avenue, Lake City, FL 32055 (386) 758-5455 pridgeonc@lcfla.com
Team Member Roles:	Chris Keller, Project Manager/Engineer – Design, QA/QC, Water quality modeling Scott Knight, Project Engineer – Modeling, Wetland planting oversight Ron Clarke, Senior Scientist – Data analysis
Budget:	WSI Design Budget: \$63,706 Final: \$56,206
Schedule:	Initiated: February 2014 Completed: December 2016
Construction Budget:	\$5,300,000

Suwannee River Water Management District Waccasassa Regional Alternative Water Supply Feasibility Study

A regional water supply feasibility study was conducted to address water supply and wastewater treatment needs for the City of Cedar Key, Town of Otter Creek, Town of Bronson, and unincorporated areas of Levy County. The study identified challenges associated with water supply, wastewater treatment, and/or collection and distribution systems for each of the communities addressed. The study identified the principal needs as poor source water quality, expensive water treatment, a lack of centralized wastewater collection and treatment, potential contamination of private wells, vulnerability of existing water supplies, and large numbers of septic systems.

Based on identification of water supply needs, the study considered alternative water supplies for the impacted communities, including surface water, groundwater, and relocating water supply wells to areas with higher quality groundwater. Two regional alternatives were proposed that involved formation of a regional entity to construct, manage, and operate the regional system, which would supply water to each of the communities for resale to their customers.



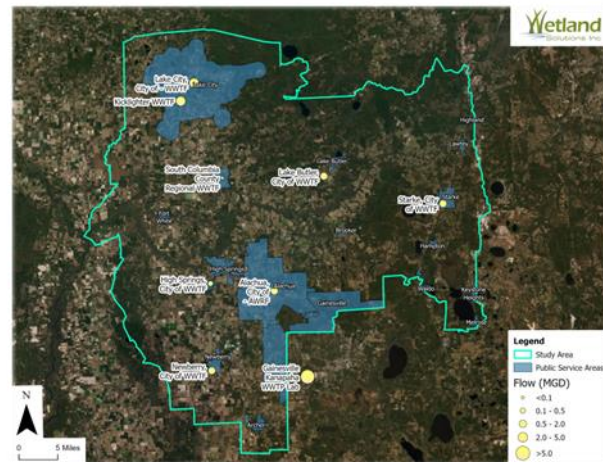
The wastewater needs identified in the study primarily related to the need to relocate wastewater treatment off the island of Cedar Key and to convey wastewater to a regional wastewater facility located northwest of Otter Creek or in the vicinity of Bronson. Conceptual-level cost estimates were prepared for each of the two regional alternatives. The study also considered regionalization development and potential project funding and identified the Nature Coast Regional Water Authority and the Big Bend Water Authority as examples of regional authorities developed in generally the same geographic area to address water concerns. The study concluded that multiple funding sources would be required for the project and identified next steps for advancing a selected project, including formation of a regional water cooperative and special district that can begin to advocate for and secure funding for the project, development of a preliminary engineering report for the preferred alternative, and preparation of a more detailed cost estimate.

SRWMD Wastewater Facility Regionalization Study	
Project Contact:	Leroy Marshall Wastewater Director, Suwannee River Water Management District 9225 County Road 49, Live Oak, FL 32060 (386) 362-1001 Leroy.Marshall@srwmd.org
Team Member Roles:	Scott Knight, Project Manager/Engineer – Alternatives Development, Analysis, Budgeting, Reporting Chris Keller, Project Engineer – QA/QC, Reporting Ron Clarke, Project Scientist – Analysis, Reporting
Budget:	Original: \$148,700 Final: \$135,700
Schedule:	Initiated: 3/7/2022 Completed: 9/26/2022
Projected Construction Budget:	\$104,000,000

Suwannee River Water Management District Wastewater Facility Regionalization Study

The Suwannee River Water Management District contracted with WSI to conduct a study to evaluate the feasibility of regionalization of wastewater and alternative water supply (AWS) in the Santa Fe River Basin. The study aimed to determine if there were opportunities to develop regional wastewater and AWS projects. The analysis created quantitative metrics to calculate the cost of advanced wastewater treatment (AWT), septic system conversion to sewer, facility expansion, and operation and maintenance (O&M) of facilities. Three non-regionalization scenarios were compared to regionalization scenarios, and it was found that two regionalization options were potentially cost-effective.

The study also evaluated the cost of regionalization of AWS or water reuse. The study found that the only water savings from reuse were the avoided evapotranspiration (ET) associated with current recharge practices. To provide reuse to customers it would be necessary for treatment facilities to produce public access reuse (PAR) effluent. The estimated costs to avoid ET losses associated with recharge, at facilities not currently meeting PAR, were \$25.6 million per MGD without the additional costs associated with transmission lines to potential customers. The study also evaluated the potential water quantity benefits of creating regional recharge projects and found that the costs associated with sending water to two regional recharge sites were \$93.9 million. Treatment wetlands were found to be a lower cost alternative for reducing nitrogen to meet AWT requirements than upgrading individual facilities with conventional processes. Based on the study's findings, it was recommended that the SRWMD consider having discussions with utilities that had potentially cost-effective projects, to prepared detailed cost estimates for specific conditions and pipeline alignments, and to develop cost-effectiveness criteria for water quality and quantity parameters.



SRWMD Wastewater Facility Regionalization Study	
Project Contact:	Leroy Marshall Wastewater Director, Suwannee River Water Management District 9225 County Road 49, Live Oak, FL 32060 (386) 362-1001 Leroy.Marshall@srwmd.org
Team Member Roles:	Scott Knight, Project Manager/Engineer – Analysis, Reporting Chris Keller, Project Engineer – QA/QC Ron Clarke, Project Scientist – Analysis, Reporting
Budget:	Original: \$67,200 Final: \$67,200
Schedule:	Initiated: 1/4/2022 Completed: 5/31/2022
Projected Construction Budget:	\$93,900,000

Suwannee River Water Management District Municipal Stormwater Recharge Study

The Suwannee River Water Management District contracted with WSI to conduct a study on how to increase recharge and spring flows in the Santa Fe River Basin. This included identifying stormwater discharges to surface waters in cities/towns and providing retention areas to capture a portion of this water to increase recharge. The project had three main tasks, including identifying stormwater drainage points, basin delineation and volume assessment, and identifying and ranking recharge locations. The first task showed that few surface waters were located in areas of the basin with medium or higher recharge potential. The majority of surface water runoff was generated in the eastern portion of the basin in areas of lower recharge potential, and a single drainage basin was identified in the Town of LaCrosse in the vicinity of a medium to medium-high recharge potential area.



The second task evaluated the drainage basin in the Town of LaCrosse to estimate the runoff potential and flows for various design storms. The estimated runoff volumes ranged from 17 to 162 acre-feet for the 2-year and 100-year, 24-hour design storms, respectively, while peak flows ranged from 44 to 117 cubic feet per second for the same design storms. The average annual runoff was about 36 acre-feet per year or around 0.05 cfs. The study recommended that further evaluation and modeling of the potential project location in the Town of LaCrosse be conducted to assess project feasibility and cost-effectiveness. The study suggested that hydrologic and hydraulic modeling and a construction cost estimate would be needed to determine the project's feasibility.

SRWMD Municipal Stormwater Recharge Study	
Project Contact:	Leroy Marshall Wastewater Director, Suwannee River Water Management District 9225 County Road 49, Live Oak, FL 32060 (386) 362-1001 Leroy.Marshall@srwmd.org
Team Member Roles:	Scott Knight, Project Manager/Engineer – Design, Modeling, Analysis, Reporting Chris Keller, Project Engineer – QA/QC Ron Clarke, Project Scientist – Analysis, Reporting Holly Mulligan, Project Scientist – GIS
Budget:	Original: \$39,800 Final: \$30,100
Schedule:	Initiated: 11/19/2021 Completed: 2/15/2022

Edgewater Wetland Park Design Criteria Guidance Manual

Prepared for
Deering Park Stewardship District

May 10, 2024

Prepared by



CERTIFICATION

I hereby certify, as a Professional Engineer in the State of Florida, that the information in this document was assembled under my direct personal charge. This report is not intended or represented to be suitable for reuse by Deering Park North, the City of Edgewater, or others without specific verification or adaptation by the Engineer. This certification is made in accordance with the provisions of the Laws and Rules of the Florida Board of Professional Engineers under Chapter 61G15-29, Florida Administrative Code.



Christopher H. Keller, P.E.
Florida P.E. No. 54040

Wetland Solutions, Inc.
6212 NW 43rd Street, Suite A
Gainesville, FL 32653
Certificate of Authorization No. 28785

Date: 5/10/2024

(Reproductions are not valid unless signed, dated, and embossed with Engineer's seal.)

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Section 1.0 Background

1.1 Introduction

The Deering Park North (DPN) project is located in Volusia County, west of Interstate 95 and north of Elkcam Boulevard (also known as Opossum Camp Road), which is the western, unimproved extension of Indian River Boulevard (S.R. 442). The project area consists of about 6,300 acres that will undergo a phased development plan to include housing, commercial centers, and conservation areas. This wetland park project is managed by the Deering Park Stewardship District (DPSD) and water and wastewater utility services will be provided by the City of Edgewater.

To offset the increase in wastewater flows associated with population growth in the City's service area, the DPSD is partnering with the City of Edgewater to design and construct the Edgewater Wetland Park (EWP), which will redirect between 0.7 and 3 million gallons per day (MGD) of the City's excess reclaimed water away from a permitted surface water discharge outfall into the Indian River (Mosquito Lagoon). The EWP is proposed to be sited within an upland portion of the Florida Wildlife Corridor, where reclaimed water will be reused to hydrate a 30 to 50-acre constructed recharge wetland system that will be integrated with pedestrian and bicycle trails in the community (Figure 1-1). The owners envision this project to be a public amenity, where residents can visit for passive recreation such as birdwatching, walking, running, bicycling, etc.

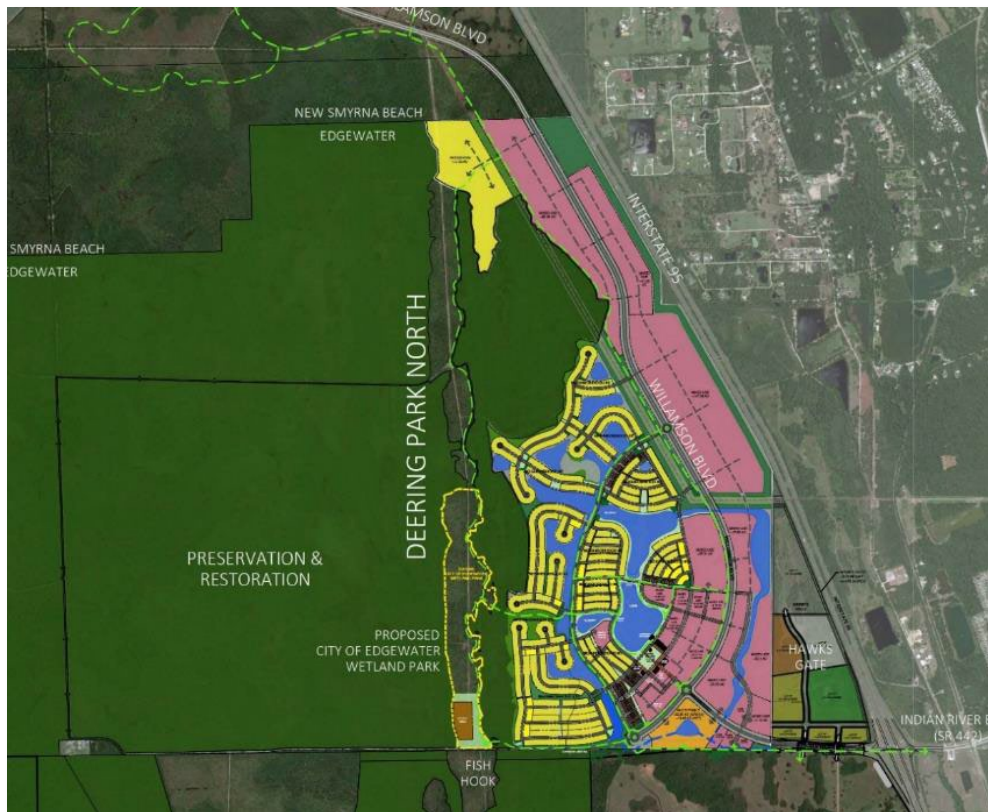


Figure 1-1. Deering Park North Phase 1 (Source: ML+H, 2023)

1.2 Site History

The DPN property has been used for agricultural (cattle grazing) and silvicultural purposes and has remained largely unimproved. Minor improvements have included periodic clearing to create grazing areas, dirt roads for access across the property, installation of minor culverts for drainage, and planting/cutting of pine trees. Aerial photographs from 1943 (Figure 1-2) and 2021 (Figure 1-3) do not exhibit dramatic changes in the landscape on the property, with the exception of clearing associated with installation of a utility corridor. The most notable changes are the construction of I-95 and development of lands to the east.

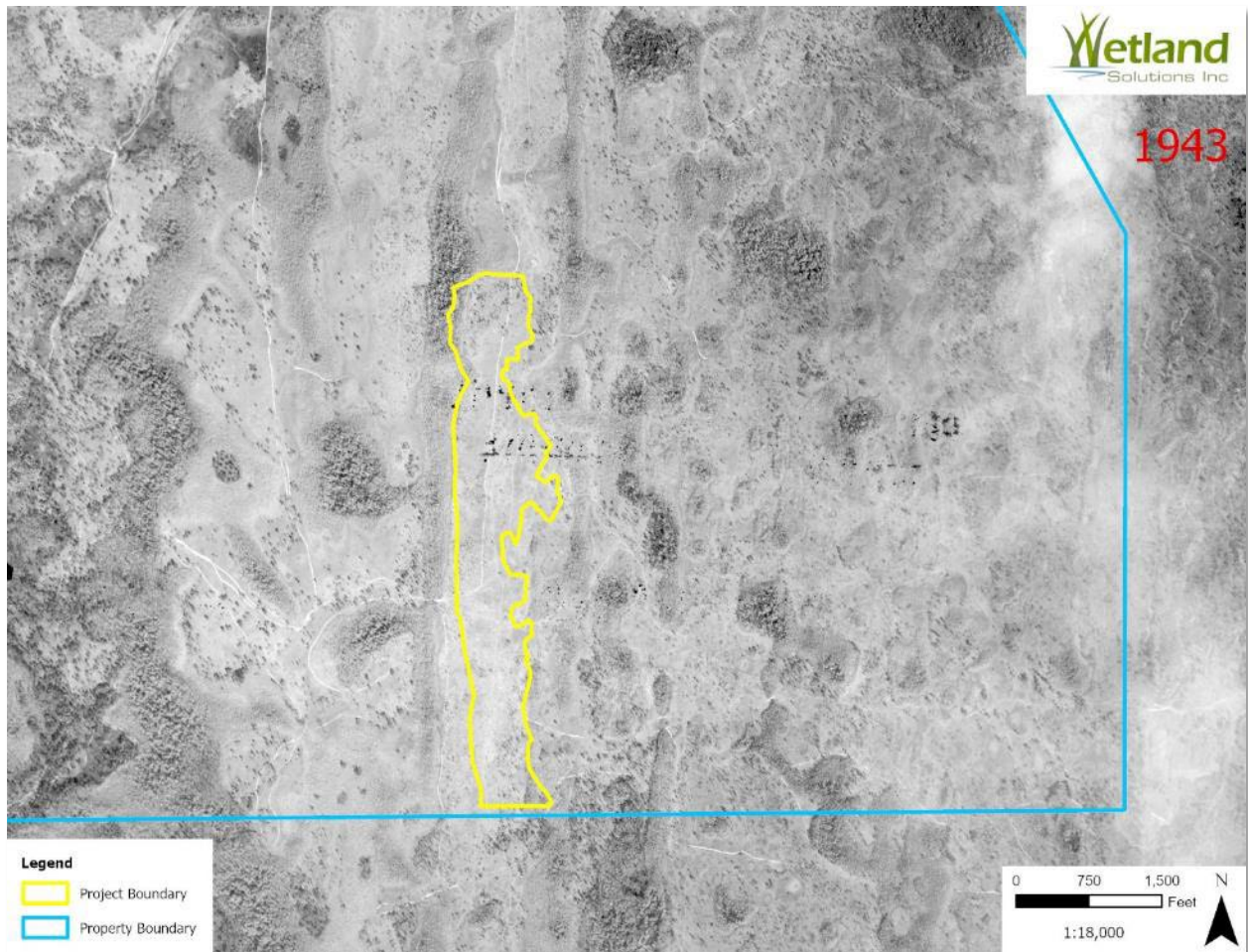


Figure 1-2. Deering Park North 1943 Aerial Photography

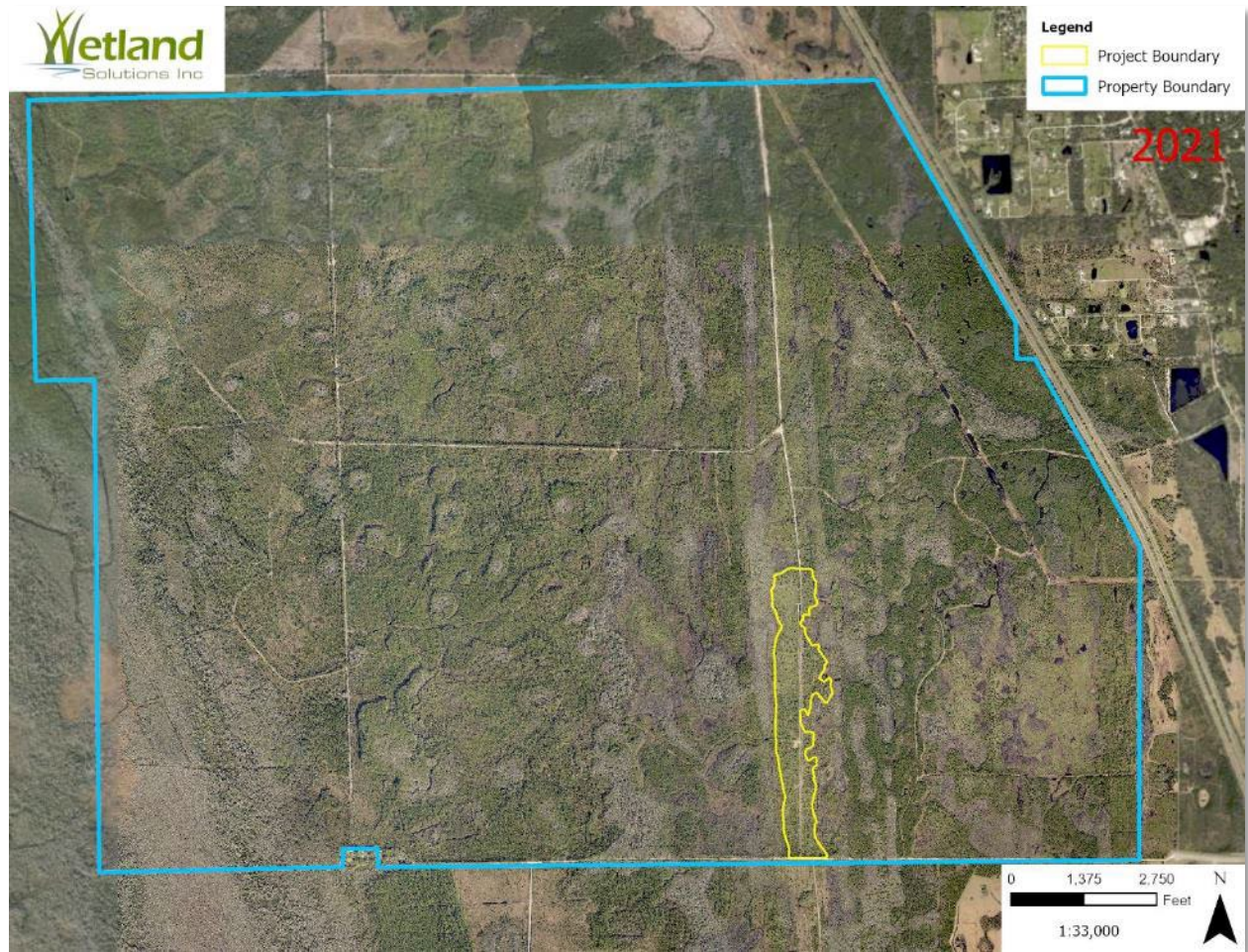


Figure 1-3. Deering Park North 2021 Aerial Photography

1.3 Land Use

Mapped land uses in the project area are shown in Figure 1-4 and summarized in Table 1-1. Upland forests (3,451 acres; 54.8%) and natural wetlands (2,694 acres; 42.8%) dominate the land use types. The proposed EWP site is located within areas mapped as rangeland (108 acres) and upland forests.

Table 1-1. Land Use Summary for the Deering Park North Project Area

FLUCCS Code	Description	Project Area		Wetland Site	
		Acres	Percent Cover	Acres	Percent Cover
1000	Urban and Built-Up	1.12	0.02	--	--
3000	Rangeland	108	1.72	52.4	61.51
4000	Upland Forests	3,451	54.80	32.8	38.48
6000	Wetlands	2,694	42.78	0.01	0.01
8000	Transportation, Communication, and Utilities	42.6	0.68	--	--
Total		6,297	100%	85.2	100%

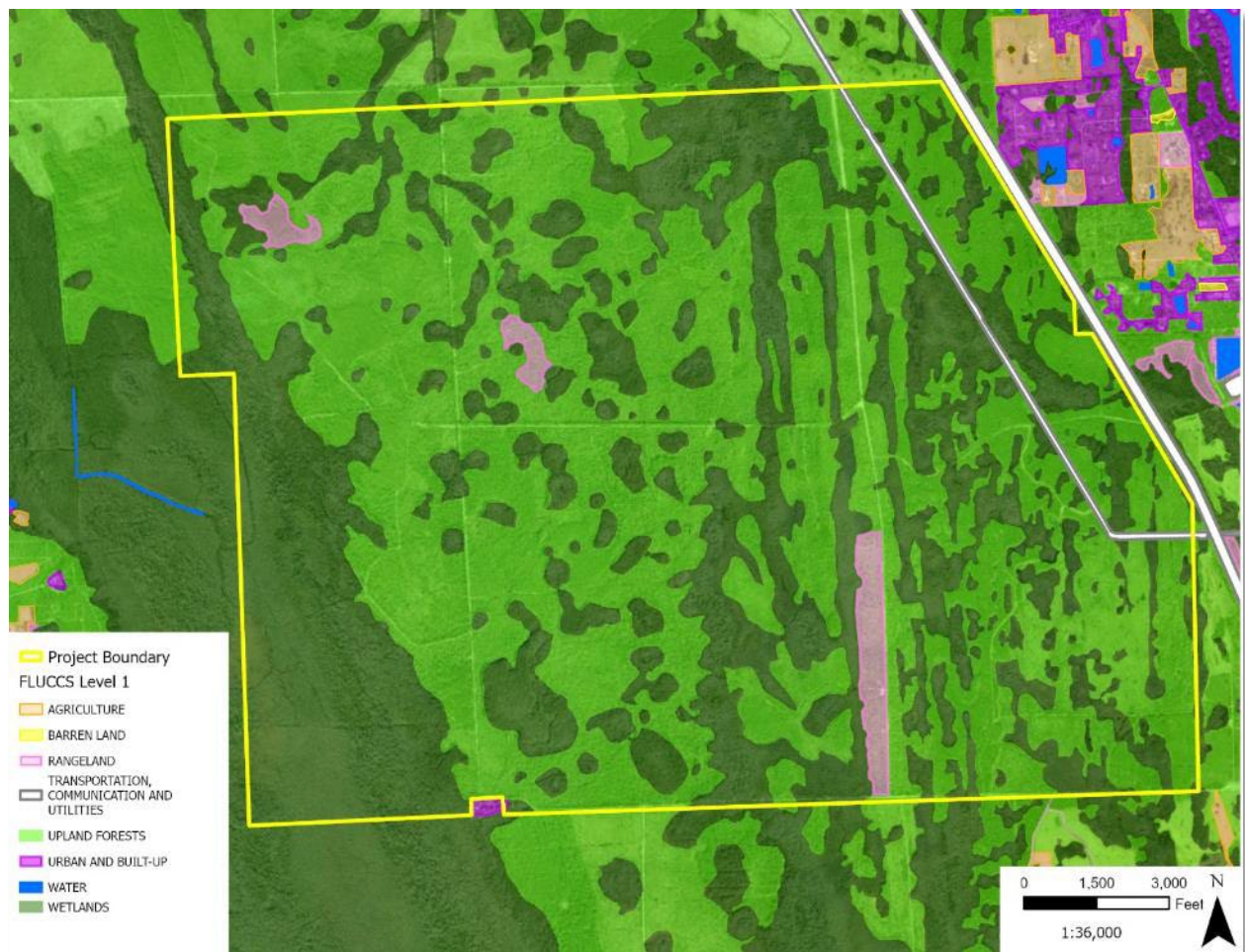


Figure 1-4. Deering Park North Land Use

1.4 Existing Habitat Descriptions

The proposed project site and surrounding area consist of a mosaic of pine flatwoods forest, cypress-dominated wetlands, and herbaceous wetlands (ecolo~G 2022). Dominant flatwoods

vegetation species include slash pine (*Pinus elliottii*) and saw palmetto (*Serenoa repens*), with a scattered wax myrtle (*Morella cerifera*) and gallberry (*Ilex glabra*) subcanopy (Figure 1-5). The forested wetlands (Figure 1-6) are dominated by cypress (*Taxodium spp.*) with an understory consisting of various wetland grasses and ferns. Loblolly bay trees (*Gordonia lasianthus*) are scattered along the wetland margins. Figure 1-7 shows a typical wet prairie found in topographic depressions throughout the flatwoods forests. Typical species present in the wet prairies include St. John's Wort (*Hypericum fasciculatum*), maidencane (*Panicum hemitomon*), meadowbeauty (*Rhexia spp.*), beakrush (*Rhynchospora spp.*), spikerush (*Eleocharis spp.*), and yelloweyed grass (*Xyris spp.*).



Figure 1-5. Deering Park Flatwoods Forest (Source: ecolo~G, Inc., 2022)



Figure 1-6. Deering Park North Cypress Wetland



Figure 1-7. Representative Wet Prairie Community (Source: ecolo~G, Inc., 2022)

1.5 Soils

Soils within the DPN property are summarized in Figure 1-8 and Table 1-2. Within the proposed EWP footprint, the dominant soil is the Smyrna wet, fine sand. Geotechnical studies have previously been completed as part of the development planning and design processes (Devo, 2023; Universal Engineering Sciences, 2023). Figure 1-9 shows the locations of previous hand auger borings and deeper pond borings that were completed in 2008. Relevant borings along cross sections that span the proposed EWP site include the following (grouped from north to south), with soil profile details shown in Figure 1-10:

- HA-99, HA-100
- HA-112, HA-113
- HA-126, HA-127
- HA-137
- PB-19
- HA-150, HA-151

The auger boring data indicate that the soil profile generally consists of fine sands from the surface to depths of 7 feet below existing grade. The deeper boring (PB-19) shows fine sands to a depth of 20 feet below existing grade.

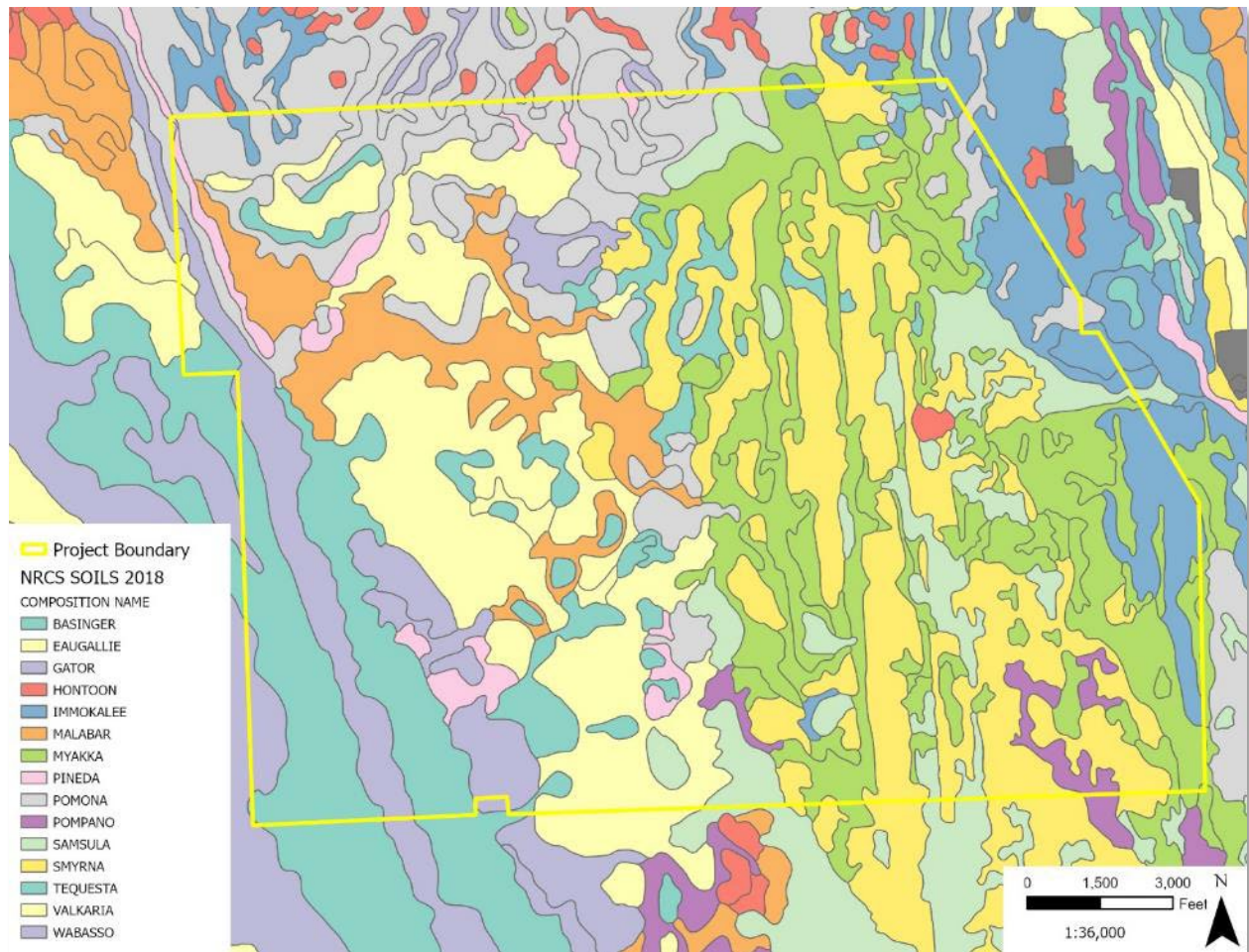


Figure 1-8. Deering Park North Soil Types

Table 1-2. Summary of Deering Park North Soil Types

Soil Series	Hydric	Hydrologic Group	Project Area		Wetland Site	
			Acres	Percent	Acres	Percent
Basinger Fine Sand, Frequently Ponded, 0 To 1 Percent Slopes	YES	A/D	155.64	2.47		
Eaugallie Fine Sand	NO	A/D	921.59	14.64		
Eaugallie Fine Sand, Depressional	YES	A/D	39.99	0.64		
Gator Muck, 0 To 1 Percent Slopes, Frequently Flooded	YES	C/D	235.82	3.74		
Hontoon Muck, Frequently Ponded, 0 To 1 Percent Slopes	YES	A/D	10.84	0.17		
Immokalee Sand	NO	B/D	185.63	2.95		
Immokalee Sand, Depressional	YES	B/D	96.49	1.53		
Malabar Fine Sand	YES	A/D	353.41	5.61		
Myakka Fine Sand, Frequently Ponded, 0 To 1 Percent Slopes	YES	A/D	244.60	3.88	0.33	0.4
Myakka-Myakka, Wet, Fine Sands, 0 To 2 Percent Slopes	NO	A/D	338.43	5.37		
Myakka-St. Johns Complex	YES	A/D	599.22	9.52		
Pineda-Pineda, Wet, Fine Sand, 0 To 2 Percent Slopes	NO	A/D	120.51	1.91		
Pomona Fine Sand	NO	A/D	232.91	3.70		
Pomona Fine Sand, Depressional, 0 To 2 Percent Slopes	YES	A/D	41.31	0.66		
Pomona-St. Johns Complex	YES	A/D	419.84	6.67		
Pompano-Placid Complex	YES	A/D	66.80	1.06		
Samsula Muck, Frequently Ponded, 0 To 1 Percent Slopes	YES	A/D	401.51	6.38		
Smyrna-Smyrna, Wet, Fine Sand, 0 To 2 Percent Slopes	NO	A/D	1,039.18	16.50	84.91	99.6
Tequesta Muck, Frequently Ponded, 0 To 1 Percent Slopes	YES	A/D	598.13	9.50		
Valkaria Fine Sand, 0 To 2 Percent Slopes	YES	A/D	5.89	0.09		
Wabasso Fine Sand	NO	B/D	161.78	2.57		
Wabasso Fine Sand, Depressional	YES	B/D	27.50	0.44		
Total			6,297	100%	85.24	100%

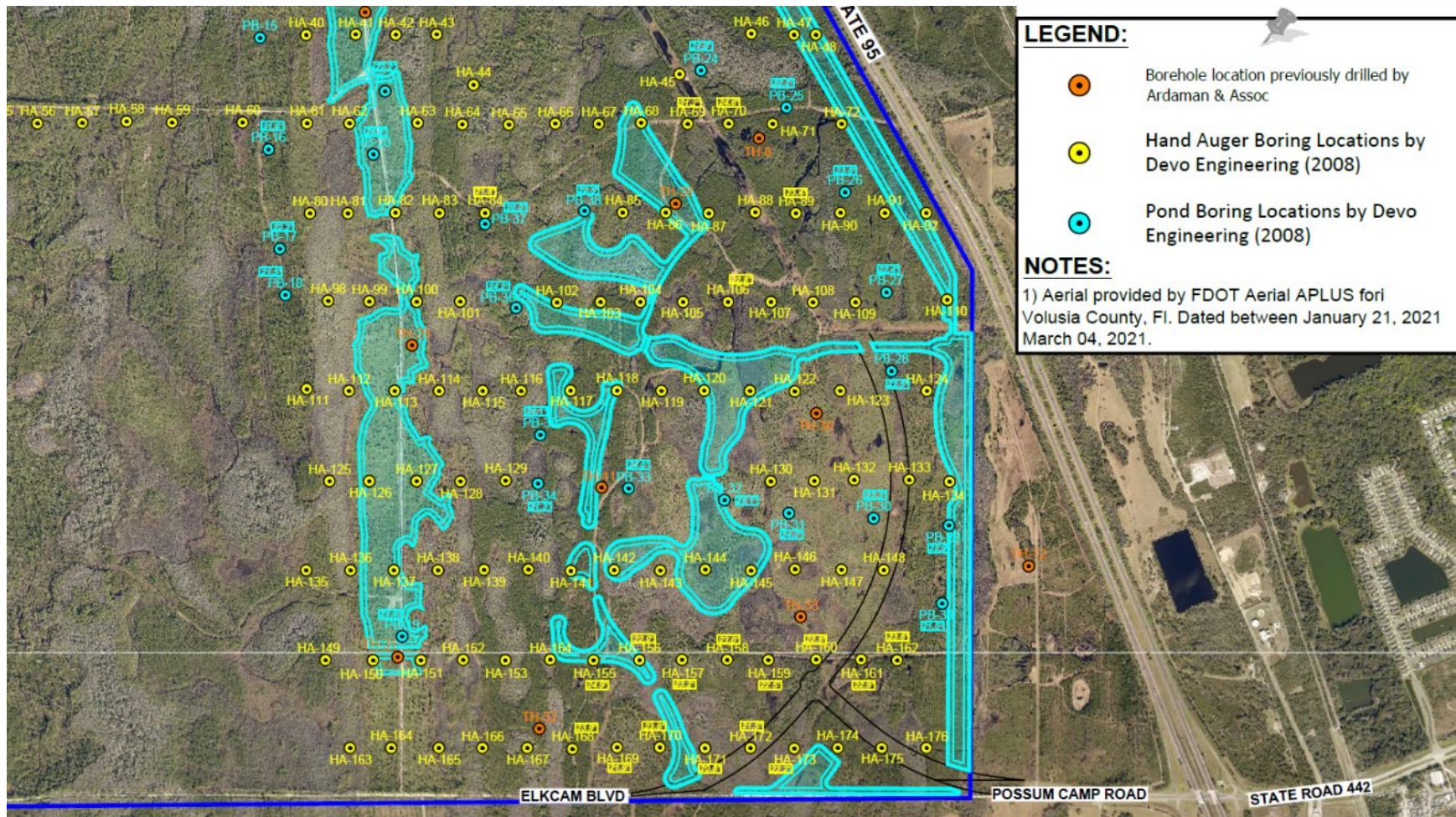


Figure 1-9. Deering Park North Soil Boring Locations (Source; Devo, 2023)

Edgewater Wetland Park Design Criteria Guidance Manual

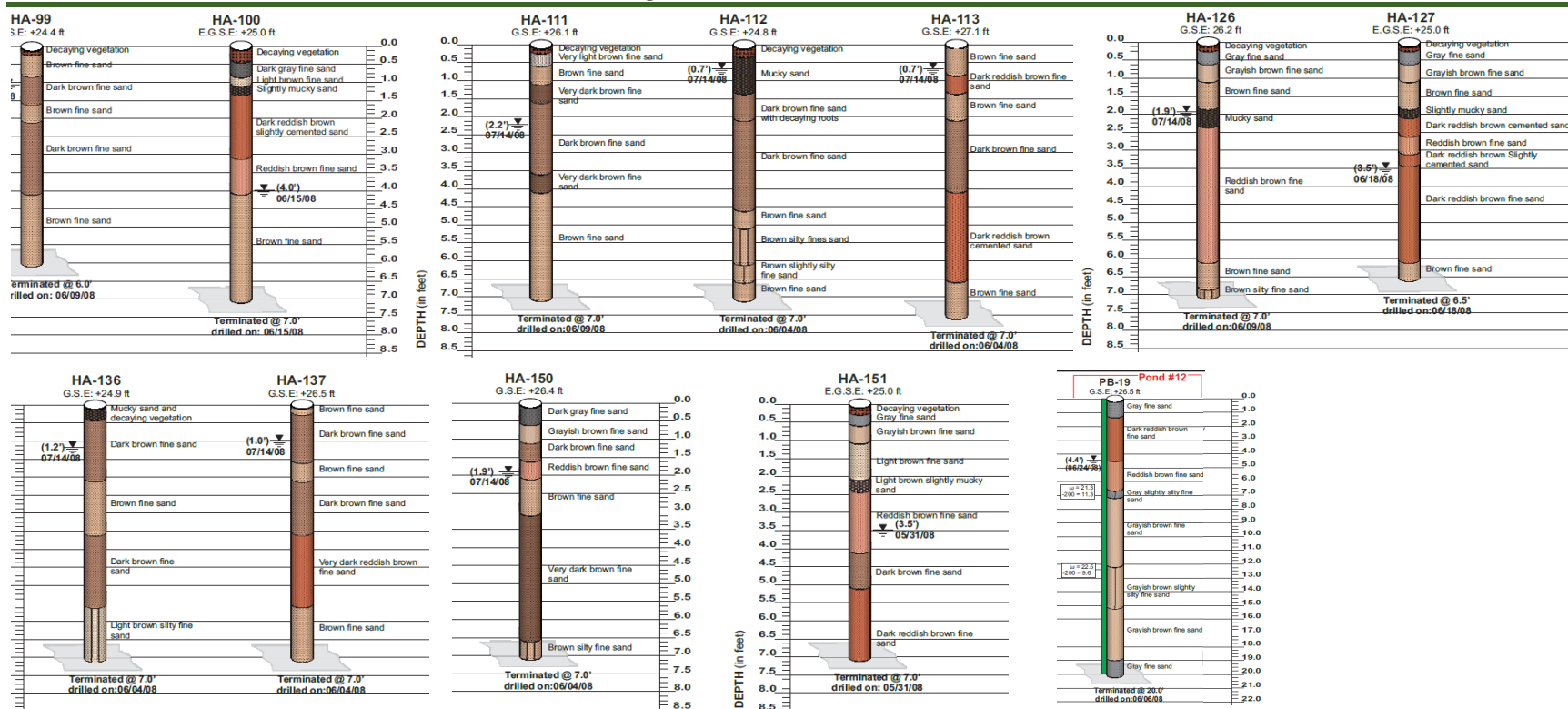


Figure 1-10. Deering Park North Soil Boring Details (Source; Devo, 2023)

1.6 Geology

Two existing monitoring wells (MW-A and MW-B) were drilled in March 2023 along the southern boundary of the DPN site. These wells were installed to evaluate water quality and transmissivity for potential future production wells. The borehole logging data for these wells are shown in Figure 1-11 and indicated fine sands to a depth of 35 feet below existing grade with 30 feet of confining Hawthorn clay at depths of 35 to 65 feet below grade. Aquifer transmissivities were reported to range from 6,000 to 8,000 ft²/day.

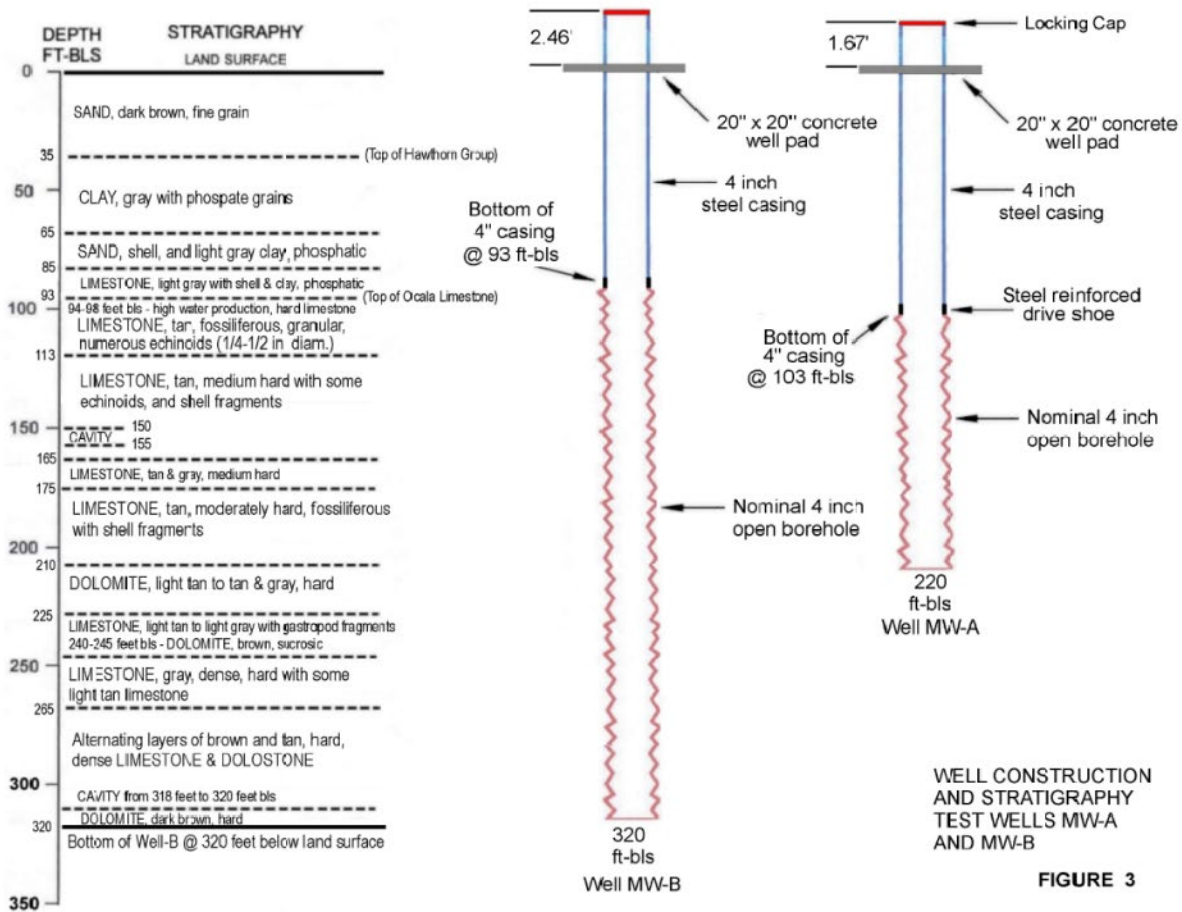


Figure 1-11. Deering Park North Monitoring Well Subsurface Stratigraphy (Source; Colinas Group, Inc., 2023)

1.7 Topography

Figure 1-12 shows general LiDAR elevation data for the DPN site. In the proposed EWP project area, existing ground elevations range from about 25 to 27 feet (NAVD 88).

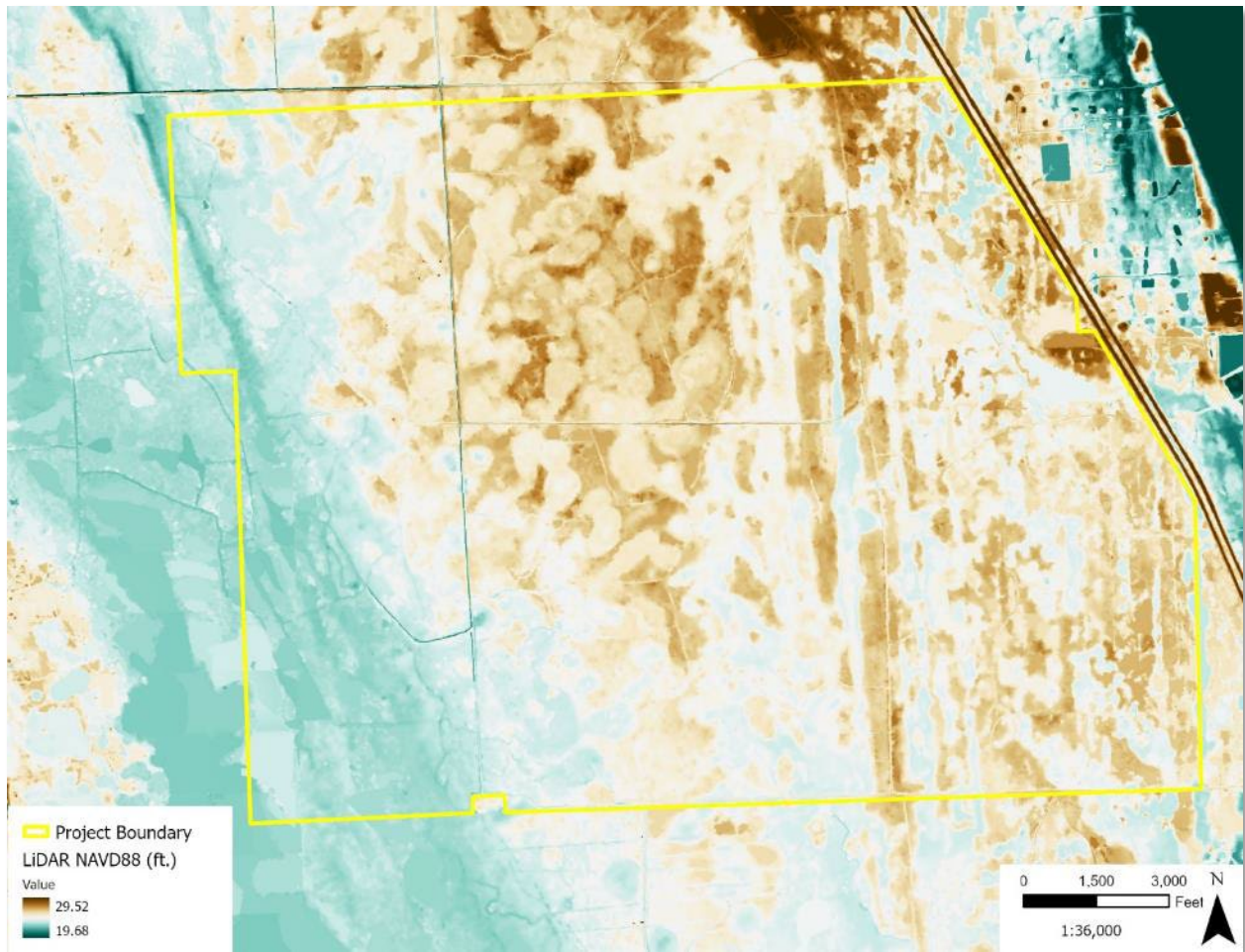


Figure 1-12. Deering Park North LiDAR Topography

1.8 Floodplain Mapping

Figure 1-13 shows the Federal Emergency Management Agency (FEMA) flood mapping for the project area. The proposed EWP site is not in a flood zone, while the adjacent natural wetlands are mapped as Zone A, which is within the 100-year floodplain and indicates a 1% chance of flooding in any given year. Construction of the proposed wetland should avoid any placement of fill in the floodplain so that compensatory storage is not required.

1.9 Wetland Boundaries

Jurisdictional wetland boundaries were previously mapped, surveyed, and approved as part of earlier Environmental Resource Permit applications for the project area. Figure 1-14 and Figure 1-15 show the wetland boundaries in the vicinity of the proposed EWP project footprint. Figure 1-16 shows estimated seasonal high-water elevations ranging between about 23.5 to 24.5 feet (NAVD 88) at the EWP site.

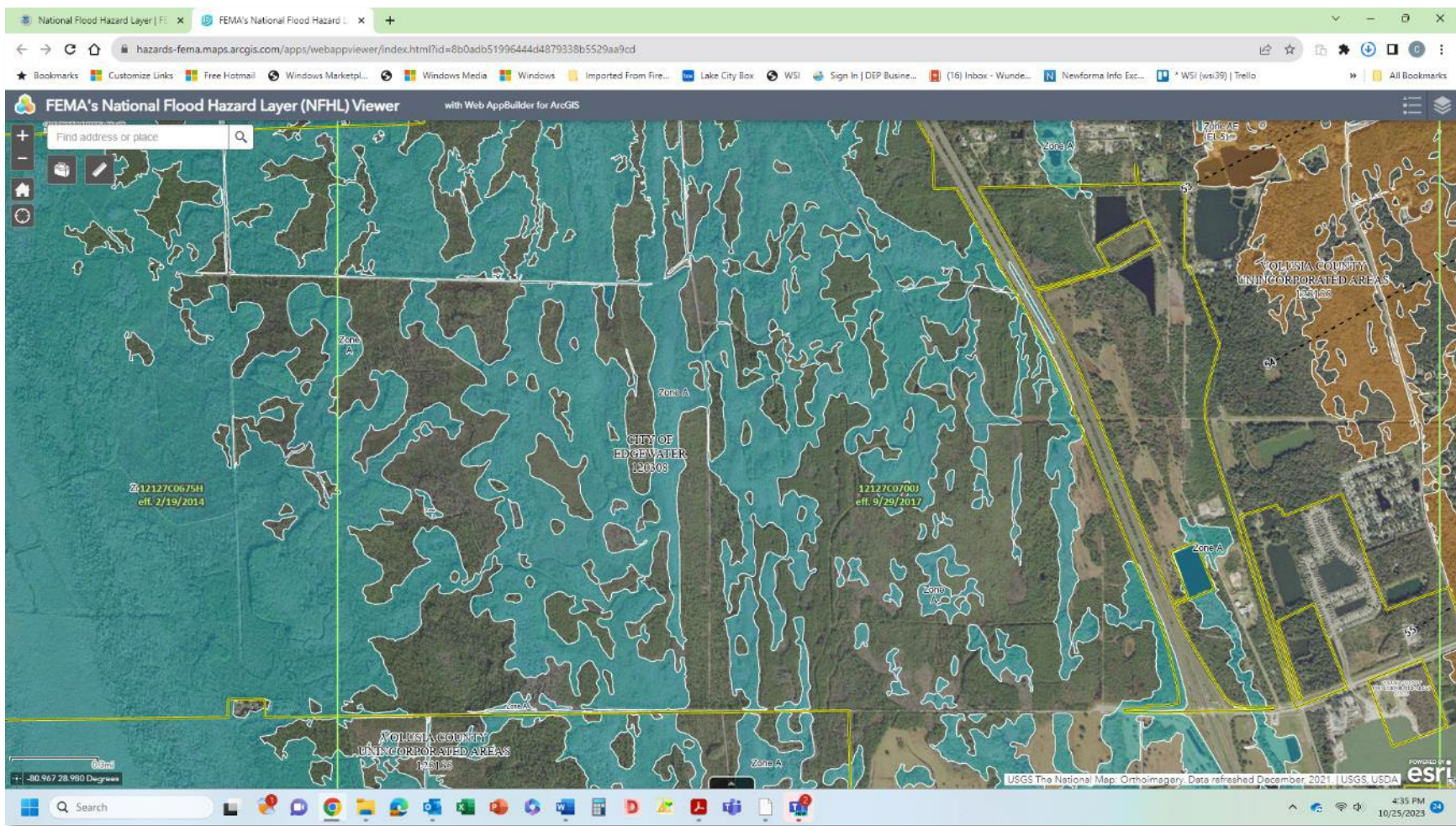


Figure 1-13. Deering Park North Flood Map

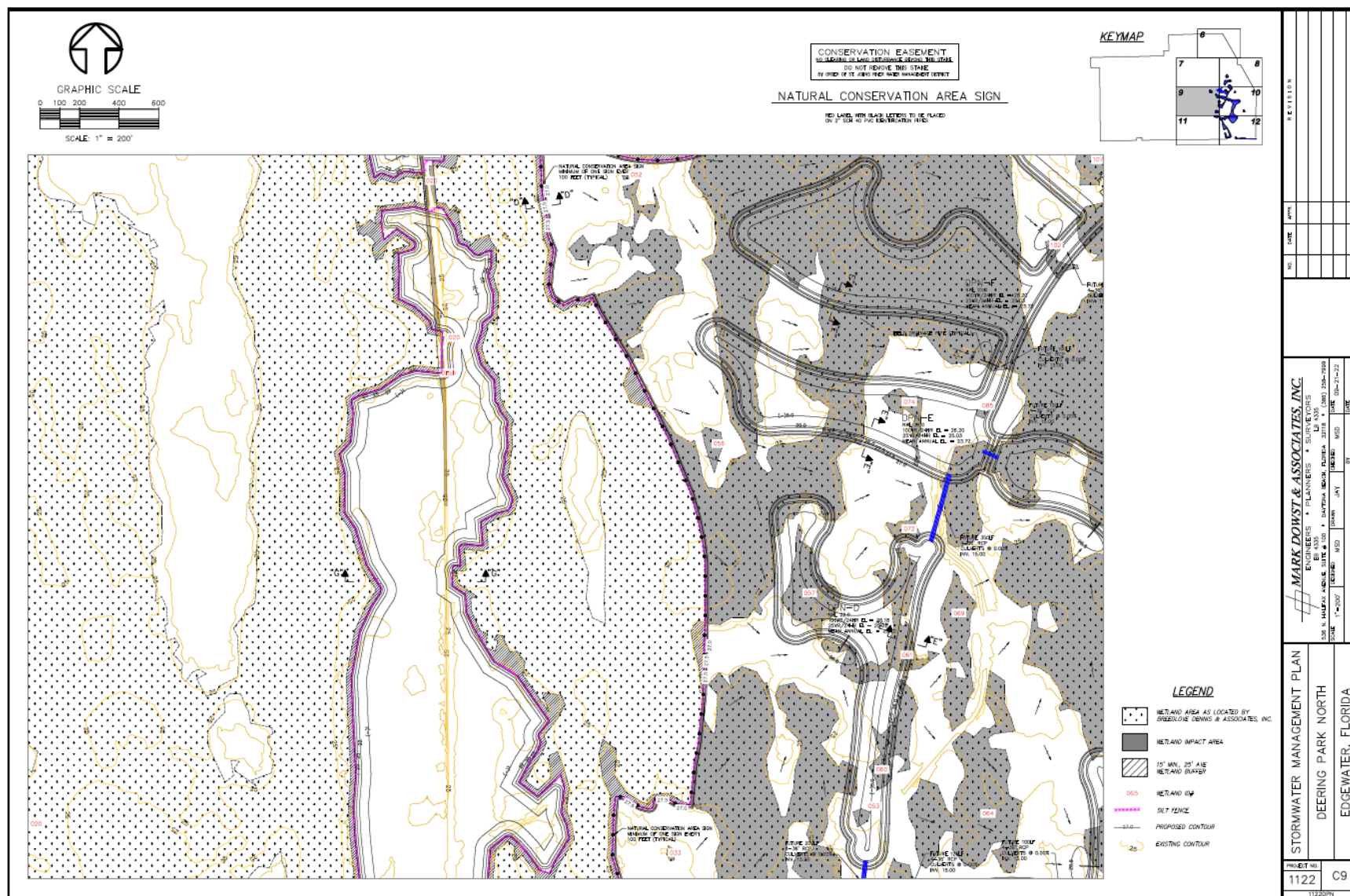


Figure 1-14. Deering Park North Jurisdictional Wetlands, North (Source: Mark Dowst & Associates, 2022)

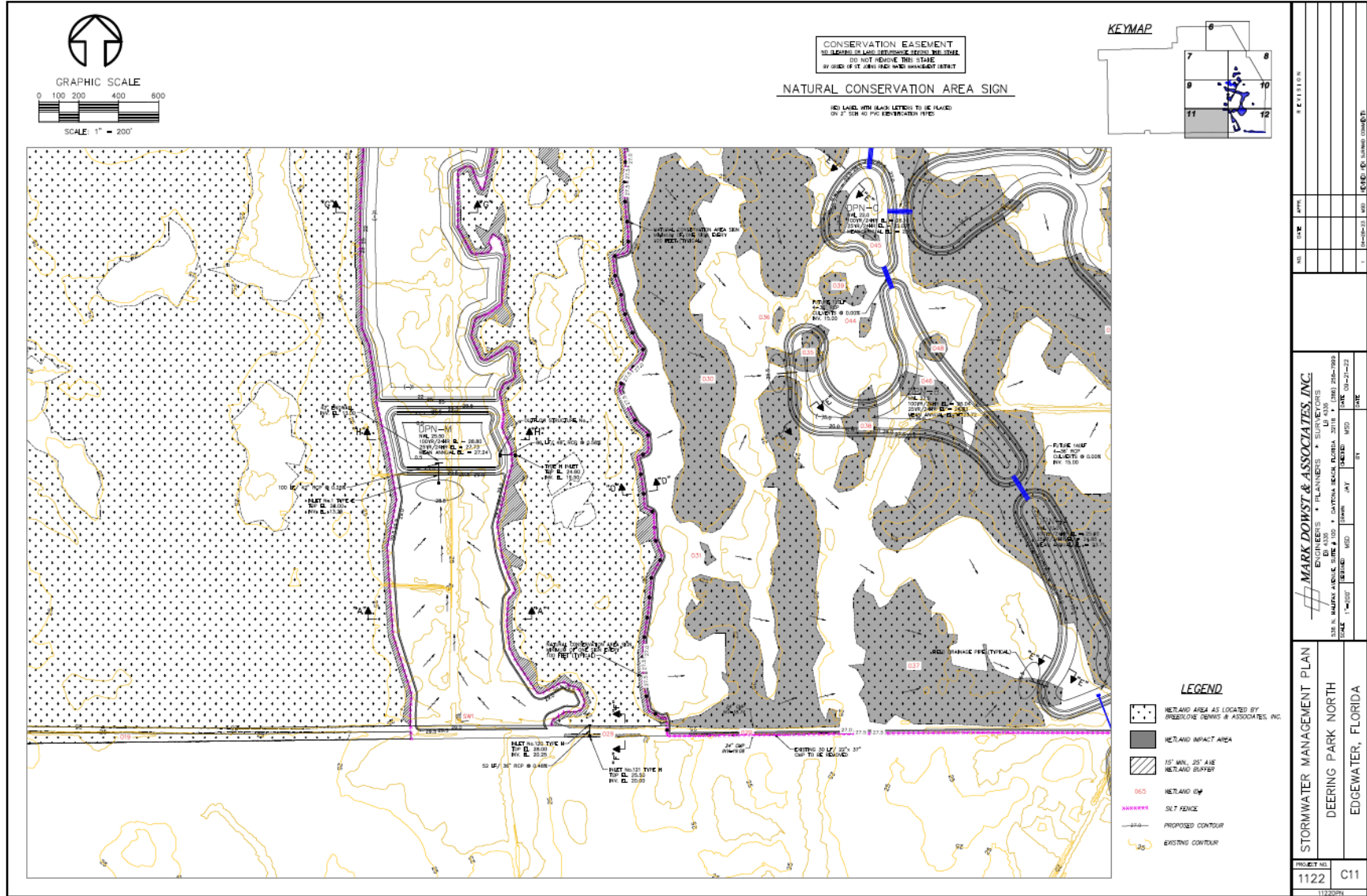


Figure 1-15. Deering Park North Jurisdictional Wetlands, South (Source: Mark Dowst & Associates, 2022)

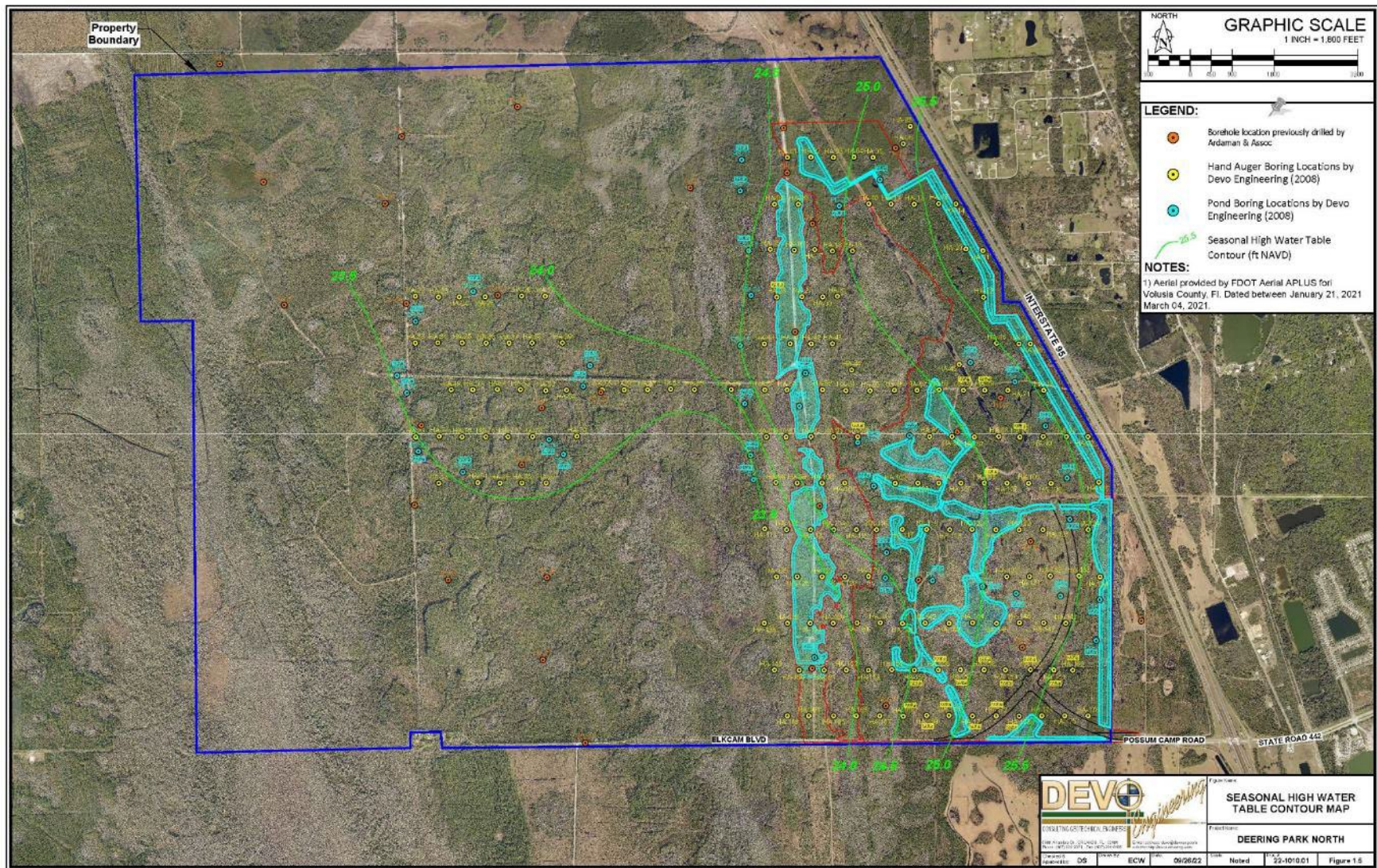


Figure 1-16. Deering Park North Estimated Seasonal High Water Levels (Source: Devo, 2023)

Section 2.0 Reclaimed Water Supply

The City of Edgewater owns and operates the Edgewater Water Reclamation Facility (WRF) under authorization by the Florida Department of Environmental Protection (FDEP) permit number FL0021431. The WRF is a 2.75 MGD advanced wastewater treatment (AWT) facility. Reclaimed water can be reused through a 2.75 MGD slow-rate land application system for irrigation of residential lawns, landscaped areas, cemeteries, parks, and road rights-of-way. The reclaimed water system includes a 4.9-million-gallon storage pond located approximately 1-mile northwest of the WRF. The pond must be operated such that it maintains capacity for design storm events without discharging to adjacent wetlands. The City is also permitted to discharge up to 0.83 MGD (as an annual average) to surface water outfall D-001 to the Indian River North, a Class III Marine waterbody (WBID 2924B2).

The 2021 Florida Legislature passed Senate Bill 64 (SB64) which in part required wastewater utilities to develop plans to eliminate non-beneficial surface water discharges by January 1, 2032. Recognizing that the complete elimination of surface water discharges would not be feasible, the legislation allowed continued surface water discharges under several conditions, one of which is for wet-weather discharges that occur in accordance with an applicable FDEP permit. It is this condition that permits the City of Edgewater to retain use of its outfall.

2.1 Current Flows

Figure 2-1 shows the monthly average influent flows to the City of Edgewater WRF. For the period from January 2019 through December 2023, WRF inflows averaged 1.61 MGD and ranged from 1.24 to 2.56 MGD. In December 2021, Mead and Hunt (2021) prepared a Capacity Analysis Report for the WRF in support of the permit renewal process. Future flows were projected based on a 2.65% annual growth rate, resulting in an estimated inflow in 2031 of 1.96 MGD.

Figure 2-2 shows the monthly average flows from the City of Edgewater WRF to their surface water discharge (D-001) and reclaimed water system (R-001). Monthly discharges to the surface water outfall averaged 0.352 MGD and ranged from 0 to 1.41 MGD. The City has not exceeded the 0.83 MGD annual average daily flow (AADF) limit during this 5-year period and there was no discharge to the outfall in 16 of 60 months. Effluent flows are preferentially directed to the reuse system and averaged 1.26 MGD, ranging from 0.286 to 1.94 MGD. A portion of the reuse flow includes natural surface water from an adjacent pond that is used to supplement reuse flows when demand exceeds the available supply. The pond water is routed through the filters and disinfection system and blended with the finished effluent prior to being metered as it leaves the effluent pump station. The supplemental flow averaged 0.096 MGD but has increased and averaged 0.243 MGD in 2023. Figure 2-3 shows the seasonal pattern to the City's reclaimed water demand. Demand increases between February and May and then generally declines until the next dry season begins.

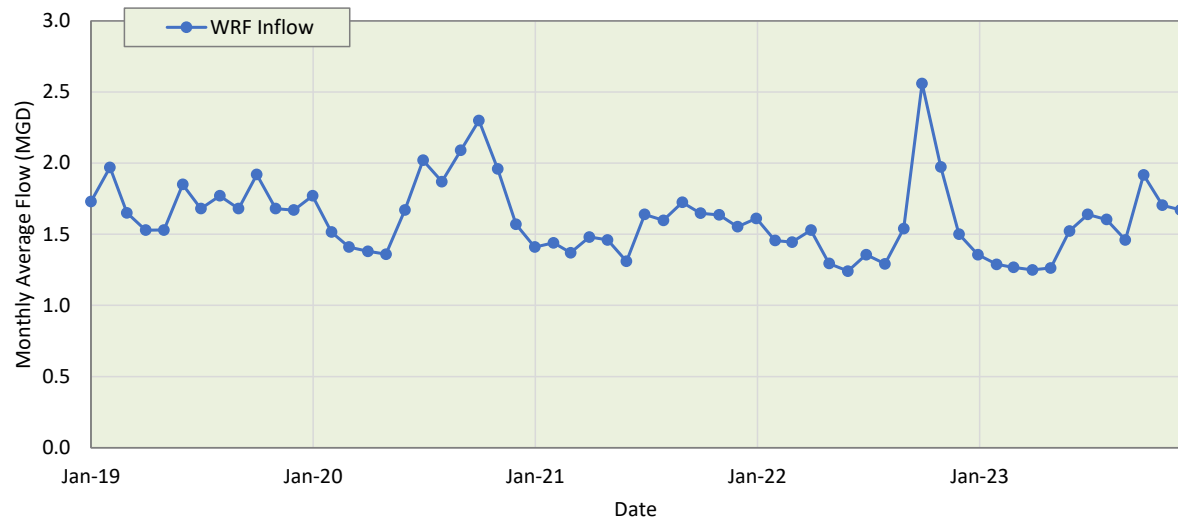


Figure 2-1. City of Edgewater WRF Monthly Average Influent Flows (2019-2023)

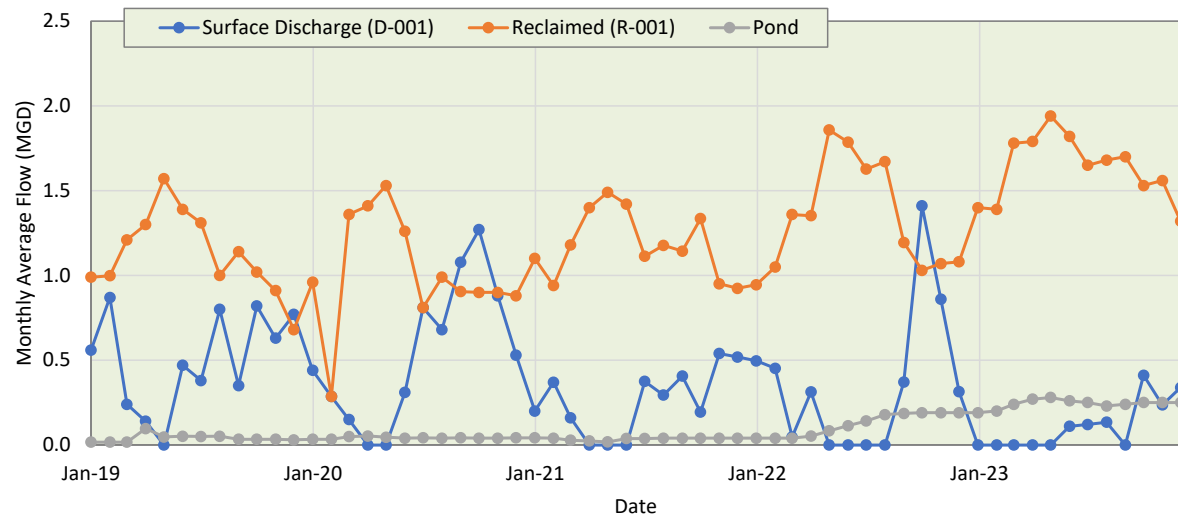


Figure 2-2. City of Edgewater WRF Monthly Average Surface Water Discharge and Reclaimed Water Flows (2019-2023)

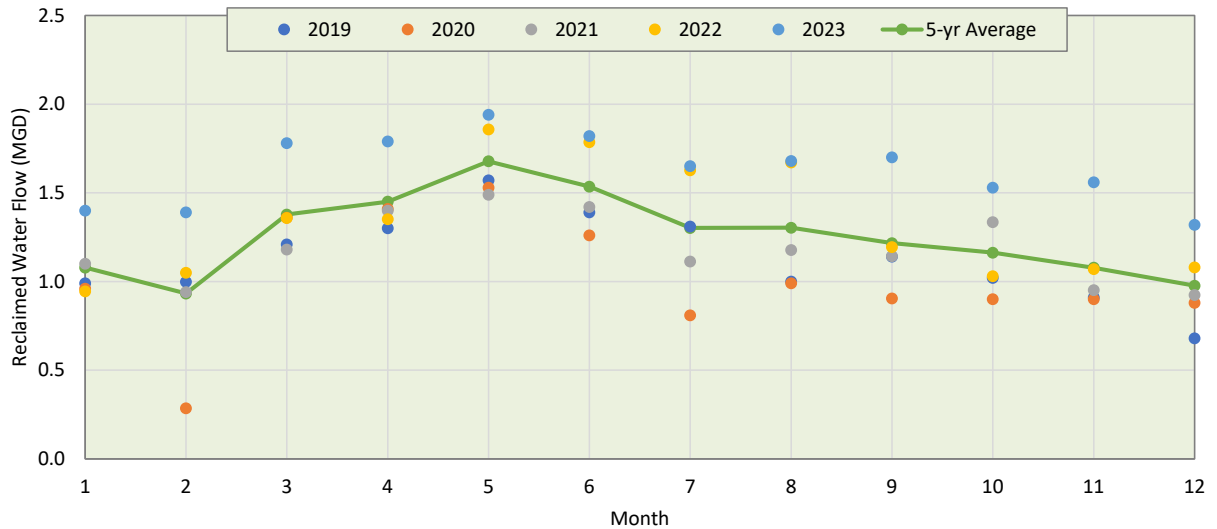


Figure 2-3. City of Edgewater WRF Monthly Reclaimed Water Flows (2019-2023)

2.2 Reclaimed Water Quality

Effluent quality is summarized in Table 2-1 for both the surface water discharge (D-001) and reuse system (R-001). Sample counts vary as shown in the accompanying time series plots. TN and TP have only been sampled at the monitoring station associated with R-001 since December 2022. For purposes of the proposed wetland design, either or both data sets reflect likely inflow conditions. BOD₅ (Figure 2-4) and TSS (Figure 2-5) concentrations are both below the AWT standard of 5 mg/L (annual average), with monthly average concentrations below 2 mg/L for BOD₅ and below 3 mg/L for TSS. Monthly average TN concentrations (Figure 2-6) were 2.29 mg/L for D-001 and 1.84 mg/L for R-001. Monthly average TP concentrations (Figure 2-7) were slightly greater in the more-recent R-001 samples (0.154 mg/L) than in the D-001 samples (0.097 mg/L). Effluent pH (Figure 2-8) is generally neutral with minimum and maximum values of 6.23 standard units (s.u.) and 8.48 s.u., respectively. Total residual chlorine (TRC) averaged 1.56 mg/L and ranged from 1.00 to 2.55 mg/L (Figure 2-9).

Table 2-1. City of Edgewater WRF Effluent Water Quality (2019-2023)

Parameter	Units	D-001	R-001
BOD ₅	mg/L	1.84 (1.14-3.15)	1.40 (1.00-2.36)
TSS	mg/L	1.12 (0.59-2.29)	2.16 (1.19-3.70)
TN	mg/L as N	2.29 (1.40-2.87)	1.84 (1.03-2.63)
TP	mg/L as P	0.097 (0.050-0.350)	0.154 (0.040-0.480)
pH (minimum)	standard units	7.37 (6.53-7.71)	7.09 (6.23-7.41)
pH (maximum)	standard units	7.99 (7.52-8.48)	7.82 (7.43-8.48)
TRC	mg/L	1.56 (1.00-2.55)	--

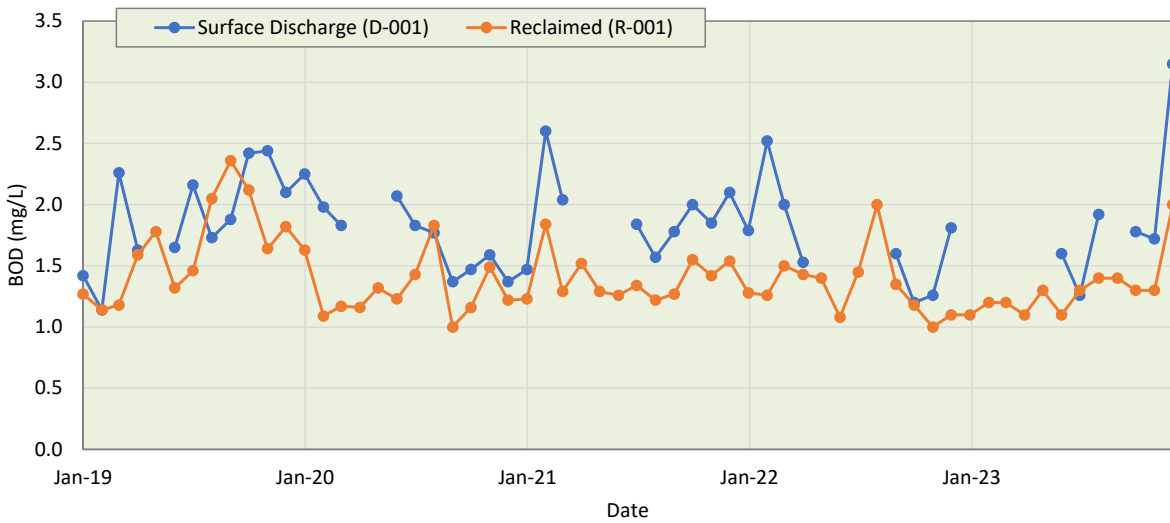


Figure 2-4. City of Edgewater WRF Effluent Biochemical Oxygen Demand (2019-2023)

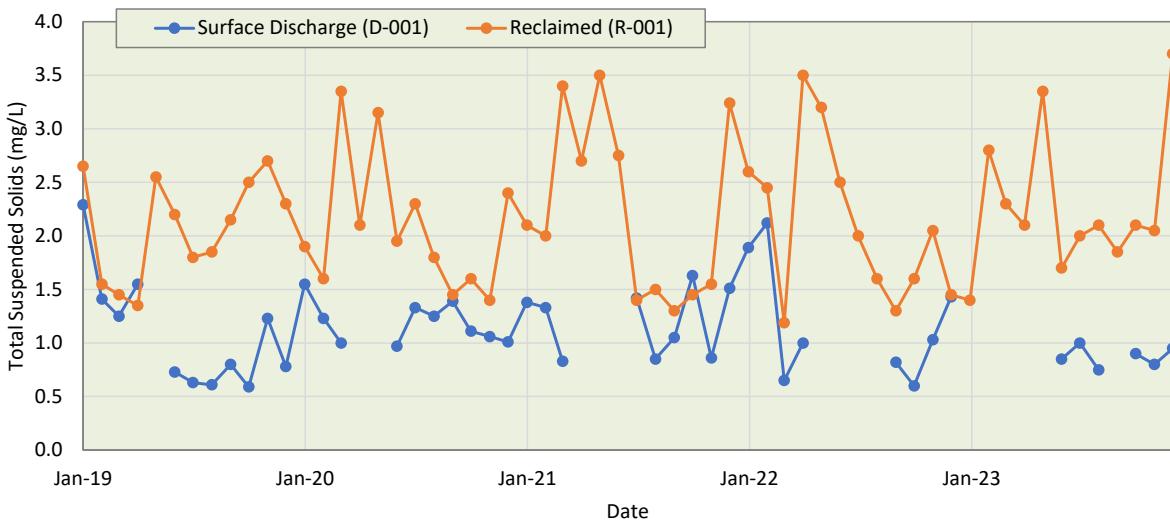


Figure 2-5. City of Edgewater WRF Effluent Total Suspended Solids (2019-2023)

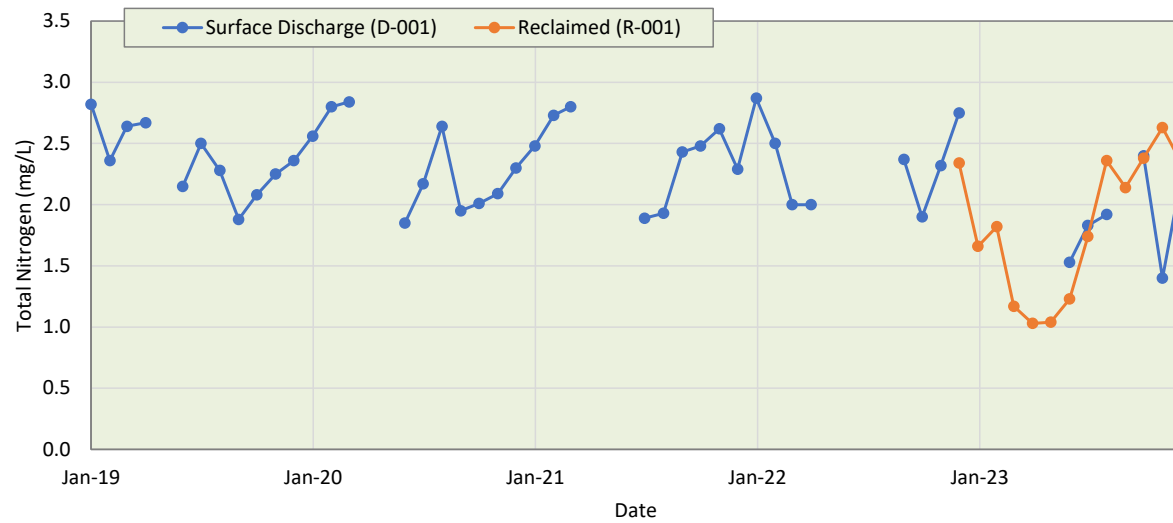


Figure 2-6. City of Edgewater WRF Effluent Total Nitrogen (2019-2023)

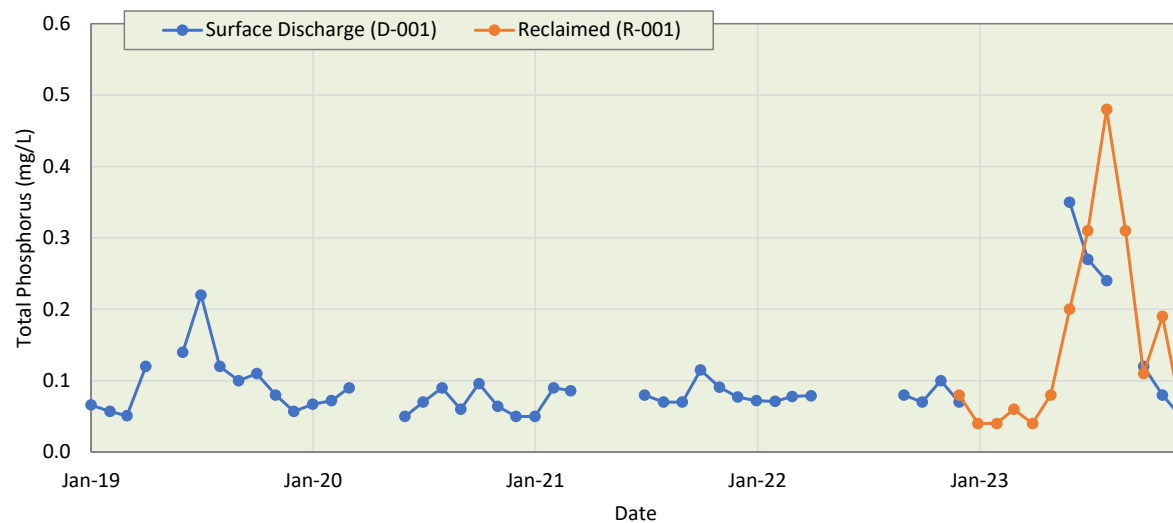


Figure 2-7. City of Edgewater WRF Effluent Total Phosphorus (2019-2023)

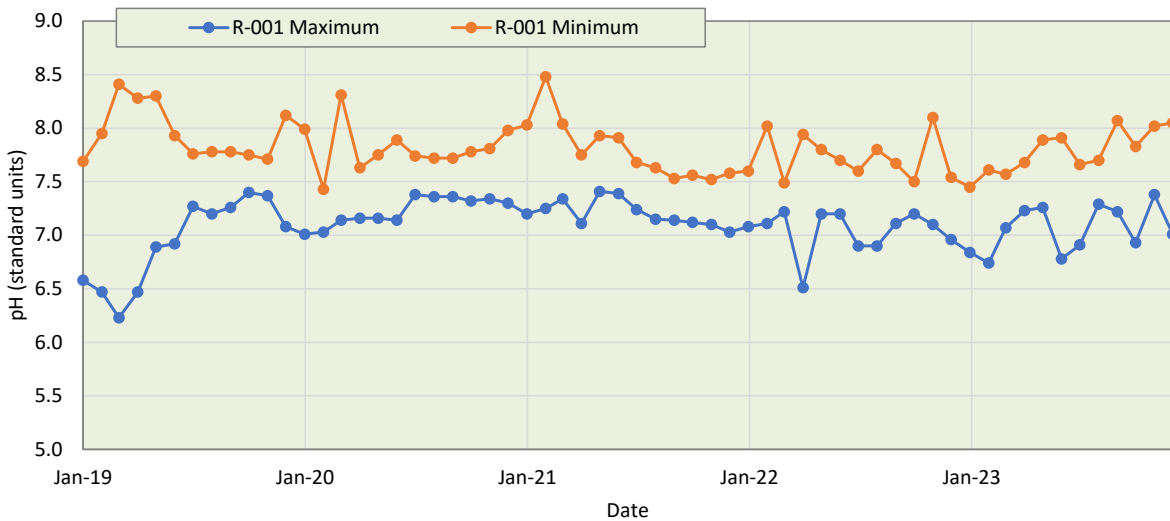


Figure 2-8. City of Edgewater WRF Effluent pH (2019-2023)

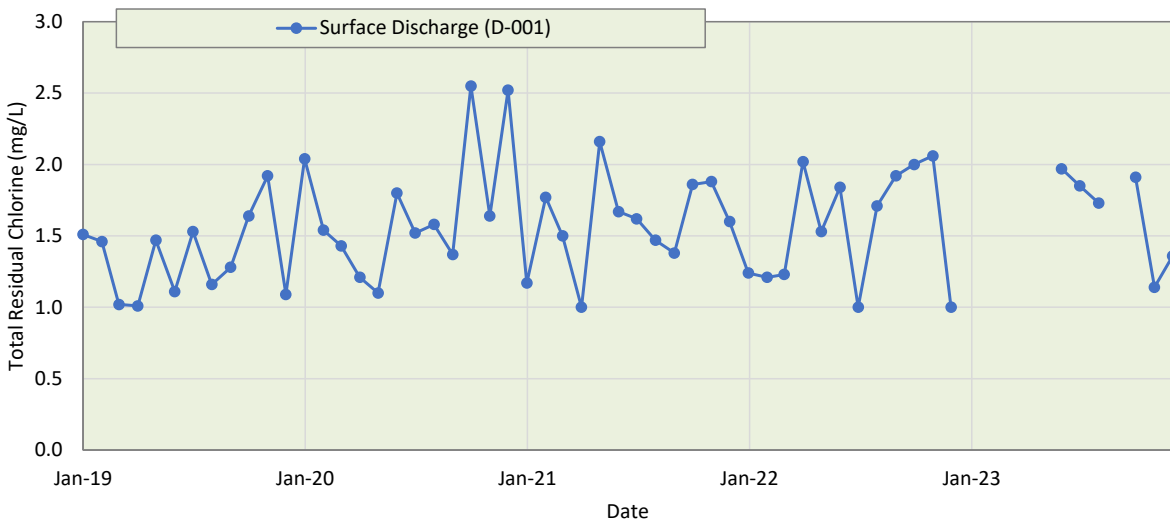


Figure 2-9. City of Edgewater WRF Effluent Total Residual Chlorine (2019-2023)

2.3 Reclaimed Water Pipeline Extension

An existing reclaimed water pipeline owned by the City of Edgewater extends west along the continuation of S.R. 442 and terminates approximately 1,700 feet west of Interstate 95. To serve the EWP project, this reclaimed water line will need to be extended approximately 7,200 feet west following the extension of Indian River Blvd. and along Possum Camp Road, and then northward into the EWP site. The line should be sized appropriately to allow for future flow increases from the City of Edgewater WRF to the EWP site, which may undergo future expansions to the north of the current project area. It is anticipated that this reclaimed water line extension will also provide service to the adjacent DPN and Deering Park Center Development. Consideration for the need to serve these two developments should be accounted for in the sizing of the reclaimed

water main. Depending on project schedules, the developer may build the portion of the line that serves the DPN community, and the design-builder will design and construct the extension of the line to the EWP (Figure 2-10).

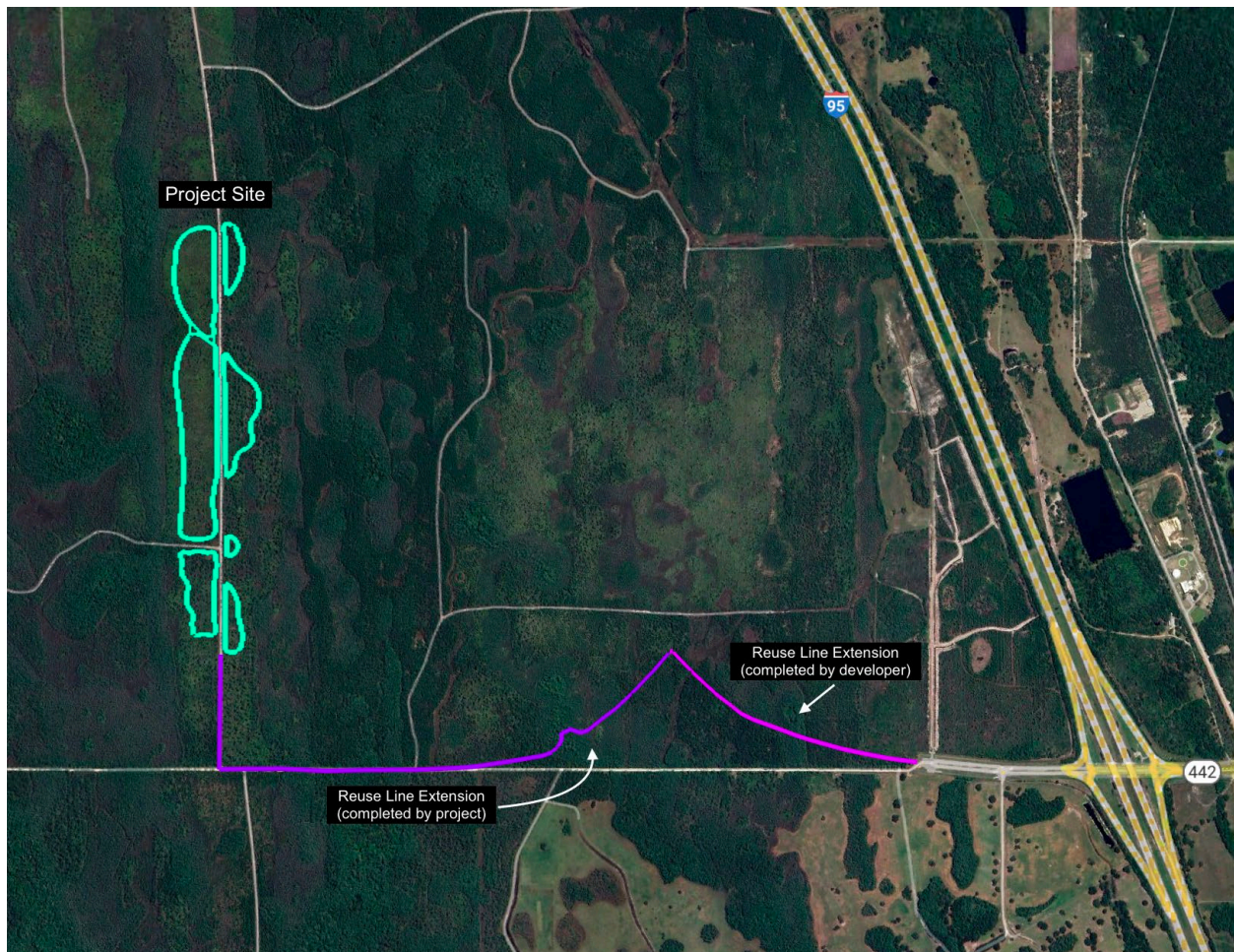


Figure 2-10. Reclaimed Water Pipeline Extension (Source: Family Lands Remembered LLC, 2024)

Section 3.0 Wetland Park Design Guidance

3.1 Groundwater Recharge Wetlands

A groundwater recharge wetland (GRW) is a constructed wetland system that receives reclaimed water and discharges only to groundwater. There is no surface water outfall except under emergency overflow conditions. Reclaimed water application rates must be matched to the hydraulic capacity of the system to move water into the aquifer while maintaining appropriate hydrologic conditions to support wetland plants and wetland-dependent wildlife species. GRWs must also be designed with appropriate embankment freeboard to contain the design storm(s) specified by applicable regulatory agencies. Figure 3-1 shows a conceptual profile view of an individual GRW cell. Actual cells will be designed according to site-specific conditions and will account for times when there will be no reclaimed water available to the site.

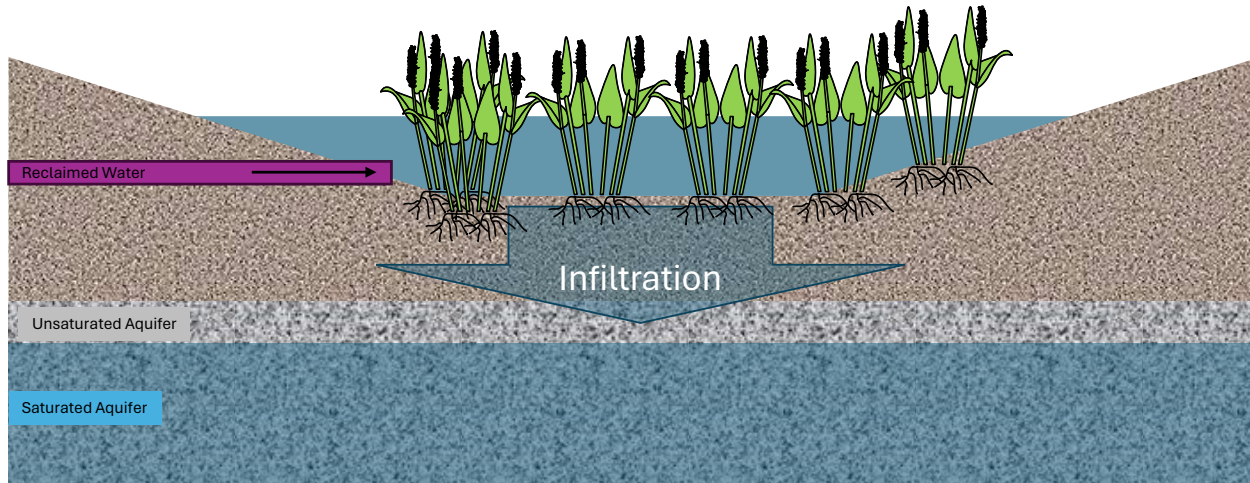


Figure 3-1. Simplified Groundwater Recharge Wetland Cell

3.2 Site-Specific Wetland Layout Considerations

3.2.1 Constraints and Opportunities

As noted in Section 1.9, existing wetlands should be protected. Impacts to jurisdictional wetlands are not anticipated. A minimum buffer of 25 feet should be maintained between the jurisdictional wetland boundaries and the limits of construction of the proposed EWP cells.

The existing dirt road through the center of the proposed EWP site should be maintained or improved to provide long-term access to the wetland cells and access to the northern portions of the larger DPN site.

The EWP is expected to include passive recreational opportunities. The DPN planners envision multi-use trails winding through the EWP. These trails could be sited outside of the wetland cell perimeter or could be co-located with the embankment tops to maximize wetland area and

provide overlooks into the wetland cells (Figure 3-2). Boardwalks could also be developed across the wetland cells to provide improved recreational opportunities.

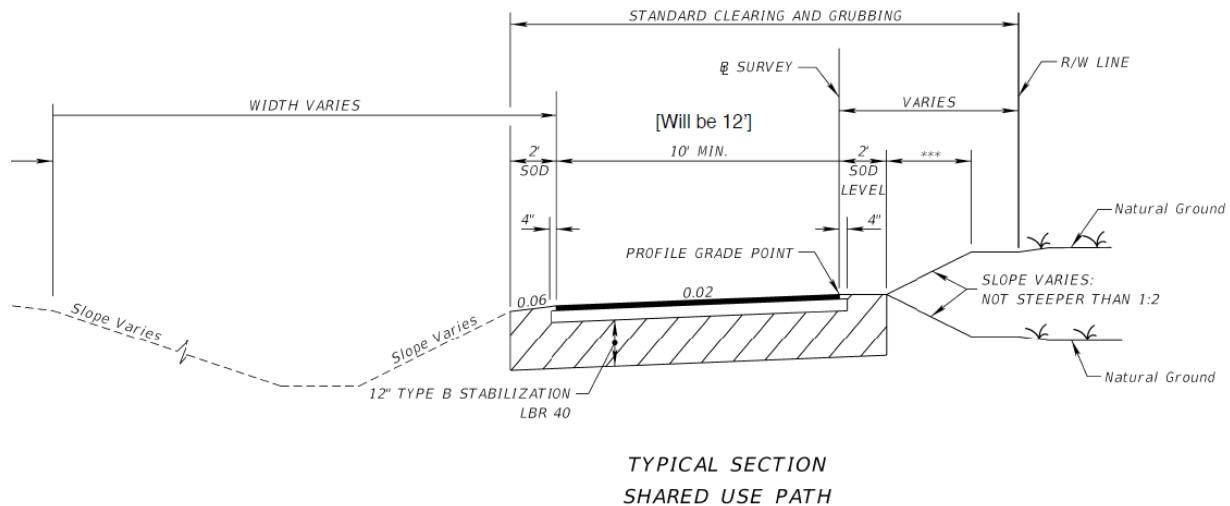


Figure 3-2. Example Shared Use Path Detail

3.2.2 Wetland Cells

Multiple wetland cells are expected to be required at the EWP site to provide operational flexibility, to create and maintain distinct and varying wetland community types, to maximize project benefits, and to avoid adjacent jurisdictional wetlands. Multiple cells will also be needed to manage seasonal and temporal changes in reclaimed water availability, as indicated in Section 2.1. The prioritization of reclaimed water delivery from the City of Edgewater's WRF is to meet the demands of irrigation customers first, fill reclaimed storage capacity second, support the EWP third, and discharge to the surface water outfall last. Accordingly, it is expected that individual recharge wetland cell sizes, internal grading, and plant community composition will be designed to provide the necessary flexibility to meet changing reclaimed water availability.

Figure 3-3 shows one possible configuration for the layout of wetland cells at the EWP site that approximately maximizes wetland area while avoiding impacts to the existing natural wetland buffers and preserving the access road alignment.

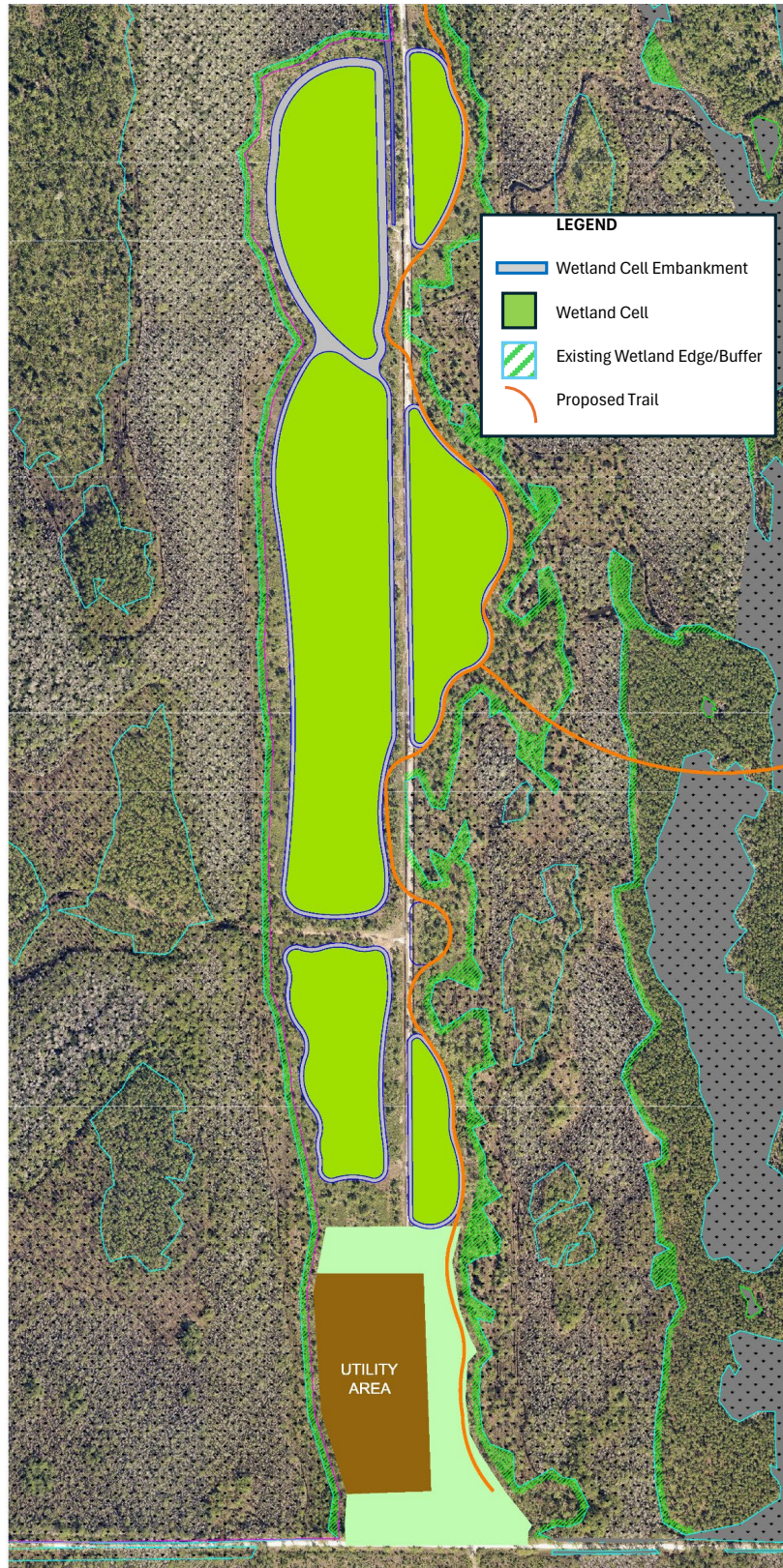


Figure 3-3. Example Wetland Layout

3.3 Wetland Features

Key features of the proposed wetland cells are described below.

3.3.1 Wetland Reclaimed Water Inflows

To maximize operational flexibility, it is anticipated that each wetland cell will be operated and controlled independently. As noted in Section 2.3, and as part of the project, an existing reclaimed water main will be extended to supply reclaimed water to the EWP site. It is envisioned that the main will run northwest toward the DPN community, then southwest to a distribution manifold for flow delivery to the individual wetland cells.

It is expected that each wetland cell will operate between established low- and high-water level setpoints that may vary by cell (based on plant community type and water availability) and season. The low setpoint elevation should be established high enough to minimize erosion as water moves from the inlet and begins to fill the cell. The high setpoint should be established based on the tolerance of the plant community present in each cell. In general, when applied water infiltrates through the wetland bottom and the low setpoint is reached, the control valve will open, the cell will fill to the high setpoint, and the control valve will close. The cycle will then repeat, with the cycle time of each cell depending upon each cell's specific infiltration rate. A hierarchy may be established so that cells with plant communities requiring longer hydroperiods receive flow before those requiring shorter hydroperiods.

Components of each cell's control system are expected to include the following:

- Flow meter,
- Electrically-actuated flow control valve,
- Pressure transducer or ultrasonic water level instrument installed in stilling well with output signal capabilities,
- Manual read staff gauge,
- Local display with level and flow data, and
- Remote operation capability integrated with the City of Edgewater SCADA system.

3.3.2 Wetland Inlets

Reclaimed water inlets to the wetland cells should be configured to minimize erosion. Inlets may be submerged or above the normal wetland cell water surface. Consideration should be given to the total residual chlorine (TRC) concentration of the reclaimed water relative to the tolerance of selected wetland plants in the inlet zone. TRC is rapidly consumed in wetlands, but concentrations can be high enough at the inlet zone to bleach or otherwise stress the vegetation.

3.3.3 Perimeter Embankments

Wetland cell construction requires perimeter embankments to keep water from discharging off site via surface flow. Embankment top elevations are established based on a typical operating water depth of between 1-2 feet in the wetlands plus freeboard for design storm events and minimal sediment accretion over the life of the project. A total height of approximately 4-5 feet above the average marsh grade is typically sufficient for small systems. Embankment top widths

should be a minimum of 12 feet to provide vehicular access to the entire perimeter of the site for maintenance purposes. Embankment tops should be sloped slightly to drain towards the wetland interior.

Interior embankment side slopes should be 4:1 (horizontal:vertical) or flatter to minimize erosion, provide public safety, and to allow access for mowing and maintenance equipment. Flatter interior slopes may provide benefits relative to maximizing wetland hydroperiod variability and plant community types. Exterior embankment slopes should be 3:1 or flatter. The final embankment cross section will be established during the design phase based on the following considerations:

- Slope stability analyses,
- Seepage analyses,
- Cut/fill balance,
- Co-location of trails, and
- Avoidance of jurisdictional wetland impacts.

3.3.4 Internal Topography and Grading

Because the intent of the project is to create habitat and use reclaimed water for aquifer recharge, it is not necessary to grade the wetland bottoms flat as would typically be done for flow-through treatment wetland systems. Accordingly, internal topography may vary to reduce earthwork needs and maximize wetland plant community and habitat diversity. As general guidance, the maximum and minimum marsh grades may vary +/- 6 to 12" from the average grade.

Open water areas may be included as long as they comprise no more than 10 to 15% of the total wetland surface area. To remain open and limit the recruitment of emergent vegetation, open water zones should be excavated approximately 3 to 4 feet below the average marsh grade.

3.3.5 Emergency Overflow Structures

As the wetland cells are intended to be operated independently with no interconnections or normal surface discharges, water level control structures are not necessary. Consideration should be given to the inclusion of emergency overflow spillways or structures that create a defined point for impounded water to discharge in the event of extreme storm events or a failure of an inlet reclaimed water control valve to close upon reaching the high elevation set point. Similar projects have included "notches or steps" in the perimeter embankment where the grade is lowered approximately 6-12" relative to the elevation of the remainder of the embankment. These overflows may be reinforced or armored as necessary based on expected discharge velocities.

3.3.6 Wetland Planting

The project owners and coordinators envision that the EWP cells will vary in plant community composition and hydroperiod to reflect the range of natural systems present in the larger DPN property and to manage the seasonally- and temporally-variable availability of reclaimed water. Target wetland types may include, but are not limited to the following (see FNAI 2010 for additional descriptive information):

- Wet Prairie,
- Depression Marsh,
- Basin Marsh,
- Slough Marsh,
- Cypress/Tupelo Dome Swamp
- Flatwoods/Prairie Lake and Marsh Lake

Table 4-1 presents a list of suitable vegetation species based on information reported by the FNAI (2010), observations of existing plant community composition at the site (ecolo-G, Inc. 2021), and aquatic plant nursery inventories. The designer may modify this list based on species availability at the time of construction or their successes or challenges establishing individual species using highly-treated reclaimed water. Individual species should be installed according to their hydroperiod requirements.

Table 4-1. Suitable Planting Species List for EWP Project

Plant Group	Botanical Name	Common Name
Ferns	<i>Acrostichum danaeifolium</i>	Giant Leather Fern
	<i>Osmunda regalis var. spectabilis</i>	Royal Fern
	<i>Thelypteris spp.</i>	Maiden Fern
	<i>Woodwardia virginica</i>	Chain Fern
Aquatics	<i>Nelumbo lutea</i>	American Lotus
	<i>Nuphar avena</i>	Spatterdock
	<i>Nymphaea odorata</i>	White Water Lily
	<i>Nymphoides aquatica</i>	Floating Heart
	<i>Vallisneria americana</i>	Tapegrass
Grasses	<i>Aristida stricta var. beyrichiana</i>	Wiregrass
	<i>Muhlenbergia expansa</i>	Cutover Muhly
	<i>Panicum abscissum</i>	Cutthroat Grass
	<i>Panicum hemitomun</i>	Maidencane
	<i>Spartina bakeri</i>	Sand Cordgrass
	<i>Xyris spp.</i>	Yelloweyed Grass
Herbaceous	<i>Canna flaccida</i>	Golden Canna
	<i>Crinum americanum</i>	Crinum Lily
	<i>Eriocaulon spp.</i>	Pipewort
	<i>Iris hexagona savannarum</i>	Blue Flag Iris
	<i>Lachnanthes caroliniana</i>	Redroot
	<i>Polygonum punctatum</i>	Dotted Smartweed
	<i>Pontederia cordata</i>	Pickereelweed
	<i>Rhexia spp.</i>	Meadowbeauty
	<i>Sagittaria lancifolia</i>	Common Arrowhead
	<i>Sagittaria latifolia</i>	Duck Potato

	<i>Saururus cernua</i>	Lizard's Tail
	<i>Thalia geniculata</i>	Fire Flag
	<i>Cladium jamaicensis</i>	Sawgrass
Sedges and Rushes	<i>Eleocharis spp.</i>	Spikerush
	<i>Juncus effusus</i>	Softrush
	<i>Rhynchospora fascicularis</i>	Fascicled Beakrush
	<i>Rhynchospora latifolia</i>	White-top Sedge
	<i>Rhynchospora plumosa</i>	Plumed Beaksedge
	<i>Schoenoplectus californicus</i>	Giant Bulrush
	<i>Schoenoplectus tabernaemontani</i>	Soft Stem Bulrush
	<i>Scleria baldwinii</i>	Baldwin's Nutrush
	<i>Baccharis halimifolia</i>	Groundsel Tree
Shrubs	<i>Cephalanthus occidentalis</i>	Buttonbush
	<i>Hypericum brachyphyllum</i>	St. John's Wort
	<i>Hypericum fasciculatum</i>	St. John's Wort
	<i>Hypericum myrtifolium</i>	St. John's Wort
	<i>Lyonia lucida</i>	Fetterbush
	<i>Myrica cerifera</i>	Wax Myrtle
	<i>Stillingia aquatica</i>	Corkwood
	<i>Acer rubrum</i>	Red Maple
Trees	<i>Annona glabra</i>	Pond Apple
	<i>Gordonia lasianthus</i>	Loblolly Bay
	<i>Ilex cassine</i>	Dahoon Holly
	<i>Itea virginica</i>	Virginia Willow
	<i>Magnolia virginiana</i>	Sweetbay
	<i>Nyssa sylvatica var. biflora</i>	Swamp Tupelo
	<i>Taxodium distichum</i>	Baldcypress

Section 4.0 References

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Mead & Hunt. 2021. City of Edgewater WWTP FDEP Wastewater Permit Application, Capacity Analysis Report, Section D.

ML+H. 2023. Deering Park Trail Network – Conceptual Master Plan.

The Colinas Group, Inc. City of Edgewater, Florida – Well Field Relocation Test Wells Installations Near Proposed Well 24, Option 1 for Farmton North LLC.

Universal Engineering Sciences. 2023. Geotechnical Evaluation Deering Park North, Edgewater, Volusia County, Florida. UES Report No. 141374.

**DEERING PARK
STEWARDSHIP DISTRICT**

**UNAUDITED
FINANCIAL
STATEMENTS**

**DEERING PARK
STEWARDSHIP DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
MARCH 31, 2024**

**DEERING PARK
STEWARDSHIP DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
MARCH 31, 2024**

	General Fund	Debt Service Fund	Capital Projects Fund	Total Governmental Funds
ASSETS				
Cash	\$ 25,709	\$ -	\$ -	\$ 25,709
Due from Landowner	13,452	-	-	13,452
Due from Kolter	-	-	325,699	325,699
Due from general fund	-	20,100	-	20,100
Total assets	<u>\$ 39,161</u>	<u>\$ 20,100</u>	<u>\$ 325,699</u>	<u>\$ 384,960</u>
LIABILITIES AND FUND BALANCES				
Liabilities:				
Accounts payable	\$ 13,064	\$ 20,100	\$ 325,699	\$ 358,863
Due to debt service fund	20,100	-	-	20,100
Due to Landowner	-	23,632	-	23,632
Due to Kolter	-	-	325,699	325,699
Landowner advance	6,000	-	-	6,000
Total liabilities	<u>39,164</u>	<u>43,732</u>	<u>651,398</u>	<u>734,294</u>
DEFERRED INFLOWS OF RESOURCES				
Deferred receipts	13,452	-	-	13,452
Total deferred inflows of resources	<u>13,452</u>	<u>-</u>	<u>-</u>	<u>13,452</u>
Fund balances:				
Restricted for:				
Debt service	-	(23,632)	-	(23,632)
Capital projects	-	-	(325,699)	(325,699)
Unassigned	(13,455)	-	-	(13,455)
Total fund balances	<u>(13,455)</u>	<u>(23,632)</u>	<u>(325,699)</u>	<u>(362,786)</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 39,161</u>	<u>\$ 20,100</u>	<u>\$ 325,699</u>	<u>\$ 384,960</u>

**DEERING PARK
STEWARDSHIP DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED MARCH 31, 2024**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Landowner contribution	\$ -	\$ 14,094	\$ 126,421	11%
Total revenues	-	14,094	126,421	11%
EXPENDITURES				
Professional & administrative				
Supervisors	\$ -	\$ -	\$ 12,918	0%
Management/accounting/recording ¹	2,000	12,000	48,000	25%
Legal	4,693	6,218	30,000	21%
Engineering	-	-	3,500	0%
Audit ²	-	-	3,075	0%
Arbitrage rebate calculation ²	-	-	750	0%
Dissemination agent ³	-	-	1,000	0%
Trustee ²	-	-	6,500	0%
Debt service fund accounting: master bonds ³	-	-	5,500	0%
Postage	-	20	500	4%
Printing and binding	42	250	500	50%
Legal advertising	816	2,435	6,500	37%
Annual district filing fee	-	175	175	100%
Insurance - GL, POL	-	5,590	5,913	95%
Miscellaneous- bank charges	30	208	675	31%
Website:				
Hosting & updates	-	705	705	100%
ADA compliance	-	-	210	0%
Total professional & administrative	7,581	27,601	126,421	22%
Excess/(deficiency) of revenues over/(under) expenditures	(7,581)	(13,507)	-	
Fund balances - beginning	(5,874)	52	-	
Fund balances - ending	\$ (13,455)	\$ (13,455)	\$ -	

¹The \$2k monthly fee represents the charge for a semi-dormant CDD. Once bonds are issued this fee will revert back to \$4k per month.

²These items will be realized the year after the issuance of bonds.

³These items will be realized when bonds are issued.

**DEERING PARK
STEWARDSHIP DISTRICT
DEBT SERVICE FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED MARCH 31, 2024**

	Current Month	Year To Date
REVENUES	<u>\$ -</u>	<u>\$ -</u>
Total revenues	<u>-</u>	<u>-</u>
EXPENDITURES		
Debt service		
Cost of issuance	<u>-</u>	<u>15,314</u>
Total expenditures	<u>-</u>	<u>15,314</u>
Excess/(deficiency) of revenues over/(under) expenditures	-	(15,314)
Fund balances - beginning	<u>(23,632)</u>	<u>(8,318)</u>
Fund balances - ending	<u><u>\$ (23,632)</u></u>	<u><u>\$ (23,632)</u></u>

**DEERING PARK
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND
FOR THE PERIOD ENDED MARCH 31, 2024**

	Current Month	Year To Date
REVENUES	<u>\$ -</u>	<u>\$ -</u>
Total revenues	<u>-</u>	<u>-</u>
 EXPENDITURES		
Capital outlay	<u>325,699</u>	<u>325,699</u>
Total expenditures	<u>325,699</u>	<u>325,699</u>
 Excess/(deficiency) of revenues over/(under) expenditures	 (325,699)	 (325,699)
 Fund balances - beginning	 -	 -
Fund balances - ending	<u><u>\$ (325,699)</u></u>	<u><u>\$ (325,699)</u></u>

**DEERING PARK
STEWARDSHIP DISTRICT**

MINUTES

DRAFT

**MINUTES OF MEETING
DEERING PARK STEWARDSHIP DISTRICT**

The Board of Supervisors of the Deering Park Stewardship District held a Regular Meeting on April 9, 2024 at 2:00 p.m., in-person at Storch Law Firm, located at 420 S. Nova Road, Daytona Beach, Florida 32114 and via Teams Meeting ID: 280 567 498 56 Passcode: ALDDcS.

Present were:

Glenn Storch	Chair
Robbie Lee	Vice Chair
James (Jim) Boyd	Assistant Secretary
Joey Posey	Assistant Secretary

Also present:

Cindy Cerbone	District Manager
Andrew Kantarzhi	Wrathell, Hunt and Associates, LLC (WHA)
Antonio Shaw	Wrathell, Hunt and Associates, LLC (WHA)
Jonathan Johnson (via telephone)	District Counsel
Chris Warshaw	District Engineer
Helen Hutchens	Miami Corporation Management, LLC
Sean Stefan	Kolter Group
Bill Fife	Supervisor (Appointed at meeting)

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Ms. Cerbone called the meeting to order at 2:02 p.m. Supervisors Storch, Posey, Boyd and Lee were present. Supervisor Underhill was not present.

SECOND ORDER OF BUSINESS

Public Comments

No members of the public spoke.

THIRD ORDER OF BUSINESS

**Acceptance of Resignation of Earl Underhill
[Seat 2]**

Ms. Cerbone presented Mr. Underhill's resignation letter. Mr. Storch stated, with a heavy heart and in recognition of Mr. Underhill's contributions, he will motion to accept the resignation.

On MOTION by Mr. Storch and seconded by Mr. Boyd, with all in favor, the resignation of Mr. Underhill, from Seat 2, was accepted.

FOURTH ORDER OF BUSINESS

Consider Appointment to Fill Unexpired
Term of Seat 2; Term Expires November
17, 2024

Mr. Storch nominated Mr. Bill Fife to fill Seat 2. No other nominations were made.

On MOTION by Mr. Lee and seconded by Mr. Posey, with all in favor, the appointment of Mr. Bill Fife to Seat 1, was approved.

Ms. Cerbone stated that, as an experienced Board Member on multiple Districts, Mr. Fife is familiar with the Sunshine Law requirements and the accompanying Supervisor requirements, forms and paperwork, which are included in the separate package.

- **Administration of Oath of Office (the following will also be provided in a separate package)**

Mr. Kantarzhi, a Notary of the State of Florida and duly authorized, administered the Oath of Office to Mr. Fife.

Ms. Cerbone provided the paperwork to initiate Supervisor compensation. She advised Board Members that their January and March compensation is in processing and should be received by the end of April.

Ms. Cerbone stated the Florida Commission on Ethics (FCOE) will email Supervisors information to register; Mr. Kantarzhi will forward the FCOE email because the email from FCOE could mistakenly go into the Supervisors' spam folders. Supervisors must file Form 1 electronically with the FCOE no later than July 1, 2024, rather than via the Supervisor of Elections.

Mr. Storch asked if the new filing requirement is based on the new Statute. Mr. Johnson stated no; the District is not subject to the Statute regarding Form 6 that has gained so much attention at the municipal level. Ms. Cerbone stated that Stewardship District Board Members are not required to file Form 6.

A. Required Ethics Training and Disclosure Filing

- **Sample Form 1 2023/Instructions**

Ms. Cerbone presented the Kutak Rock Memorandum and responded to questions. She noted that her office contacted the State numerous times to determine the processes, as this process is new for the State, and for District Management, District Counsel and Board Members. She discussed the new requirement for Supervisors to complete four hours of ethics continuing education by December 31st every year, beginning with 2024, and stated that links to available courses and recommendations will be provided.

Mr. Storch asked if his ethics continuing education completed as a lawyer can be used to meet the requirement. Mr. Johnson stated, at the present time, the COE has not adopted those courses as being in compliance; however, it is possible that they will be approved later in the year. He recommended Mr. Storch check later to verify.

Ms. Cerbone discussed the free course offerings, which will be emailed to the Board. The first course offering is a YouTube video. The next three courses are on the COE website and the last course offered is an audio-only course that includes both Sunshine Law and Public Records training. The email will indicate that courses taken in 2024 will not be reported when filing Form 1 in July 2024; rather, completion of the requirement will be reported when filing Form 1 in 2025. She recommends keeping and retaining a list of courses taken, including the date of completion, the name of the course, the website or location of the course and the duration.

B. Membership, Obligations and Responsibilities

C. Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees

D. Form 8B: Memorandum of Voting Conflict for County, Municipal and other Local Public Officers

FIFTH ORDER OF BUSINESS

**Consideration of Resolution 2024-04,
Appointing and Removing Officers of the
District and Providing for an Effective Date**

Ms. Cerbone presented Resolution 2024-04. Mr. Storch nominated the following slate:

Chair	Glen Storch
Vice Chair	Robbie Lee
Assistant Secretary	Bill Fife

109 Assistant Secretary James Boyd

110 Assistant Secretary Joey Posey

111 No other nominations were made. This Resolution removes Earl Underhill from the
112 Board. Prior appointments by the Board for Secretary, Treasurer, Assistant Treasurer, and
113 Assistant Secretaries Cindy Cerbone and Andrew Kantarzhi, remain unaffected by this
114 Resolution.

115

116 **On MOTION by Mr. Storch and seconded by Mr. Posey, with all in favor,**
117 **Resolution 2024-04, Appointing, as nominated, and Removing Officers of the**
118 **District and Providing for an Effective Date, was adopted.**

119

120

121 The Board, Staff and attendees agreed to modifications to the agenda.

122

123 **SIXTH ORDER OF BUSINESS**

**Discussion: Fiscal Year 2024/2025
Proposed Budget**

124

125

126 This item was presented following the Eleventh Order of Business.

127

128 **SEVENTH ORDER OF BUSINESS**

**Consideration of Florida Department of
Environmental Protection Standard Grant
Agreement [Edgewater Wetland Park
Project]**

129

130

131

132

133 Ms. Cerbone presented the Florida Department of Environmental Protection (FDEP)
134 Standard Grant Agreement, which was signed by the FDEP and by her office. District
135 Management will be the administrator of the Agreement, with guidance and input from the
136 Board, Staff and other parties. Mr. Storch asked if the Agreement requires ratification. Ms.
137 Cerbone replied affirmatively.

138 Mr. Boyd suggested voiced his opinion that the Board Members should have an
139 opportunity to review Agreements before they are executed, moving forward.

140 Ms. Hutchens stated the Agreement was provided to the FDEP in draft form, assuming
141 there would be edits; however, the FDEP signed and returned the Agreement.

142 Ms. Cerbone believes that a deadline applies to returning the Agreement to the FDEP
143 and highly recommended the Agreement be ratified today.

Mr. Storch stated that the Agreement needs to be ratified and recommended the Board discuss any questions at this time.

Mr. Boyd stated, if he had the opportunity to review the Agreement prior to execution, he would have objected to the project description's statement that "The grantee will improve water quality in the lagoon, meet the City's Senate Bill 64 goals" and voiced his opinion that the District cannot guarantee that it will meet the Senate Bill 64 goals. He noted that he does not know what those goals are.

Ms. Hutchens stated that Senate Bill 64 is the water quality improvement bill approved by the 2023 Legislature. The Bill's intent is to improve water quality in the Indian River Lagoon and remove effluent discharge from wastewater plants. This is redirecting the effluent from the Lagoon in total; all the effluent water that would have gone into the Lagoon is going into the wetland park for treatment and recharge. The goal is to stop putting discharge into the Lagoon and, by completing this project, the District is meeting that goal.

Mr. Storch stated, as a lawyer, he does not see the project description as a mandate, but the goal of removing the effluent from the Lagoon is meeting the goals.

Mr. Johnson stated he is in agreement.

With regard to the Project Timeline and Budget Detail for the Grant Agreement, Mr. Boyd noted that four different tasks are listed. He asked if the grant amounts shown can be adjusted. Ms. Hutchens stated that, within line items, the amounts can be adjusted to a certain point and amounts not spent on one line item can be relocated, with approval.

Mr. Boyd stated that he supports the project and reiterated his preference for the Board to review Agreements in advance.

Mr. Storch was in agreement and noted that this is an unusual situation.

On MOTION by Mr. Lee and seconded by Mr. Fife, with all in favor, the Florida Department of Environmental Protection Standard Grant Agreement for the Edgewater Wetland Park Project, was ratified.

EIGHTH ORDER OF BUSINESS

Project Updates:

A. Edgewater Wetland Park

- **RFQ Status**

- **Funding Source(s)**

Ms. Hutchens displayed and presented a visual aid depicting the Edgewater Wetland Park that provides a sense of the location of the park and the distance from the highway to the Wetland Park. Discussions are ongoing with the City of Edgewater, as it will take over the Operations and Maintenance (O&M) of the facility, which will contribute toward the effluent goals, once it is fully constructed and operational. Discussions are ongoing regarding the interchange and the bike trail. The first segment from Indian River Boulevard, the light green dash line coming under the Interstate, along Indian River Boulevard, through the development and through the wetland park. The trail system runs the length of the wetland park up north and will work itself around development areas before connecting to the Regional Rail Trail on the east side of the Interstate. The exhibit gives an idea of the first segments of where these go and what is proposed to be funded for public trails along the future Williamson alignment.

Ms. Hutchens stated the District applied for funding through the FDEP Trails Grant program, which would fund a portion of the trail segment that will attach to the Regional Rail Trail, part of the Shared Use Non-motorized (SUN) trails.

Mr. Warshaw noted that the SUN Trail is funded by the Florida Department of Transportation (FDOT).

Mr. Warshaw stated a design build Request for Qualifications (RFQ) will likely be presented at the May meeting.

Ms. Hutchens stated that the Board will be asked to approve the format for the RFQ and the structure of the design build contract award.

Discussion ensued regarding the design build and the development program.

Mr. Warshaw stated the reclaim system will be extended from the City of Edgewater's current termination point at the end of Indian River Boulevard. Funds for extension of the reclaim system are included in the grant funds.

It was noted that the grant totals approximately \$7 million.

Asked if the RFQ will be presented to the Board, Ms. Cerbone believes the May agenda will include a request for Board approval to go to RFQ for the design build. The recommended Evaluation Criteria will be presented for Board review, discussion and approval.

Mr. Warshaw stated the Project Manual was not presented today, as Staff wants to present a complete RFQ package prior to sending it out to bid. If approval is received at the

208 May meeting, it will be advertised the same or the next day, provided no major changes are
209 needed.

210 Ms. Cerbone stated that, depending on timing, it might be possible to award the
211 contract at the June meeting. Responses will be sent to the Board no later than the day after
212 opening of the responses, via a link, so that the Board Members can review the responses in
213 advance of the June meeting. At the June meeting, the responses can be discussed and the
214 contract can potentially be awarded. If not, options can be discussed with Mr. Johnson.

215 The Board and Staff discussed review committee processes.

216 Ms. Cerbone stated an Evaluation Review Committee can be established today or at the
217 May meeting. The Committee can only include one Board Member, along with the District
218 Engineer and individuals from Family Lands Remembered and other knowledgeable parties. The
219 Committee would meet at a publicly noticed meeting to review and rank the responses; the
220 Committee's recommendation would then be presented to the Board at the District meeting.
221 The Board can discuss and consider the Committee's ranking and recommendation but it can
222 also do its own evaluation and ranking. The Evaluation Criteria will be presented for approval at
223 the May meeting; it must be part of the Project Manual that is distributed to any bidder
224 interested in providing a response. Back-to-back meetings are typically held, with an Evaluation
225 Committee meeting in the morning and the District meeting in the afternoon.

226 Mr. Kantarzhi stated, when dates were initially discussed, awarding of the contract was
227 planned for July. The dates discussed were as follows:

- 228 ➤ Mandatory pre-bid meeting: Between May 27, 2024 and May 31, 2024
- 229 ➤ Cutoff for questions: June 14, 2024
- 230 ➤ Final answers due: June 18, 2024
- 231 ➤ Bids due: June 25, 2024
- 232 ➤ Evaluation Committee meeting: July 9, 2024 at 11:00 a.m.

233 Ms. Cerbone stated the dates will be formally presented in the May meeting agenda.
234 The Board Members were in agreement with the planned dates.

235 Ms. Cerbone asked if the grant money is anticipated to fund all costs for design build of
236 Edgewater Wetland Park. Ms. Hutchens replied affirmatively. Ms. Cerbone asked if a Deficit
237 Funding Agreement will be needed. Ms. Hutchens replied affirmatively and noted that the
238 Deficit Funding Agreement will be between the District and the Landowner.

Mr. Storch voiced his belief that the Landowner must pay in advance. Ms. Hutchens stated that reimbursement from the District can be requested regularly but there will be a window where costs will be incurred before reimbursements can be made.

Ms. Cerbone stated that, if for some reason the costs for the design build exceed the grand funding, the Deficit Funding Agreement will be in place. She asked if the District Engineer's Report noted an opportunity to use bond funds for the Wetland Park, if needed, based on the District's improvements, since they will be conveyed to another governmental entity. Mr. Warshaw believes that is correct and any and all is included in the bond validation report so that it can be eligible. Ms. Hutchens noted the need to confirm if that is true.

Ms. Cerbone stated, in the next three to four months or sooner, the financials will include a "Capital Projects Fund" that will include expenditures for the Wetland Park. Occasionally, revenues will be reflected, along with payables to the Developer when grant money is received. The revenue stream will be segregated between "Wetland Park Developer" "Wetland Park FDEP" and "Wetland Park Bond Money" categories. Expenditures will be listed accordingly. Staff will confirm if bond funds can be utilized to offset expenses.

Discussion ensued regarding the goal of ensuring that the grant is sufficient to cover all construction costs and interest payments associated with any bond funds utilized.

Ms. Cerbone noted that, in any year when grant funds received exceed \$750,000 or more, a single audit will be triggered. If \$750,000 or more is received in Fiscal Year 2025 for this project, a single audit will be triggered in Fiscal Year 2026. She will not budget for a single audit for the Wetland Park in 2025, as it will not be required until 2026. When necessary, a proposal will be requested from the external audit firm for completion of the single audit. Ms. Cerbone stated she anticipates that multiple single audits will be necessary given the size of the project.

B. SR 442/I-95

- **Funding Source(s)**

Mr. Warshaw recalled prior discussion about establishing a schedule. He stated that approval for advertisement will be sought in May 2024, with the award occurring in July 2024. Conceptual design will begin in September 2024 and the design will be complete in November 2025. The design timing includes the necessary permitting, as well; the intent is to begin construction in November 2025 and to complete construction in November 2026.

Mr. Storch noted that, when the design is complete, payments will be received.

Ms. Hutchens stated that the District applied for construction funds in the 2024 Legislative session for Fiscal Year 2024/2025 but no appropriations for the interchange were received. The District submitted a Federal RAISE Grant application to help offset the cost of the interchange construction and implementation.

Mr. Storch noted that the District has incurred expenses related to the IMR, permitting and signs. Ms. Hutchens stated that a Funding Agreement is in place with the Developer to fund those items. It was noted that the Developer, Deering Park Development Company (DPDC), is an entity for which Kolter is a member.

Ms. Hutchens stated that the District is the applicant for the IMR and, as it is adjacent to the future Deering Park development, the DPDC is funding the IMR. It was noted that the District will construct off-site improvements, directly adjacent to the District, and continue seeking funding for construction. The interchange is in such a state that it needs to be funded and fixed; preventative maintenance is needed.

Mr. Warshaw stated that the interchange is an identified existing deficiency that will not stop development; however, the interchange is important for the success of the development. Even though funding has been held up, the current task work order is not being stopped to complete the PD&E Study, complete the IMR and take the steps necessary to issue it as a Design Build contract and to proceed quickly upon approval.

Mr. Storch asked if funding for permitting and design is included in the bond availability.

Ms. Cerbone stated the District has a Construction Funding Agreement for the interchange with the entity of which Kolter is a member. As far as she is aware, it is not exclusive of any activities or expenses related to the interchange. Work has been done by ETM and the subcontractor, under the terms of the Construction Funding Agreement; funding requests were submitted to a Kolter employee because Kolter is a member of the group for reimbursement to the District so the District can pay ETM. For Mr. Johnson's benefit, she stated she is looking to Ms. Hutchens for confirmation for the series of events and accuracy thereof.

Ms. Hutchens replied affirmatively. The joint venture entity is the one receiving the funding requests for the work done under the Task Order ETM has with the District to complete the IMR.

Mr. Storch asked if the joint venture is advancing the money for the District for which the District will ultimately be responsible. Mr. Johnson stated the Agreement allows for the

funds advanced by the joint venture to be included in the future bond issue, if all the parties agree to do that. Mr. Storch stated that was his belief and he wants everyone to understand, from a transparency perspective, that this is a Stewardship District project.

It was noted that funding is currently very limited.

Ms. Cerbone stated that requests were sent to Ms. Candice Smith and to Bryon and Land Services; her office will follow up. Generally, funds are provided within 30 days.

Mr. Warshaw noted that his Accounting team was mistakenly sending invoices to Kolter; the error was corrected and a large funding request was submitted.

C. Deering Trail

- Funding Source(s)**

Ms. Hutchens stated the trail was added to the SUN Trail network in advance of the grant request; it has a high probability of approval. She identified the Florida Wildlife Corridor on the map and stated the belief that there is a strong argument for that trail to be funded from that specific funding source.

The grant funds, the map and extension of the trail were discussed.

Mr. Warshaw stated there are currently no trails in the Florida Wildlife Corridor, so this project has a favorable outlook. The trail system is important to the development but it is not a critical piece of infrastructure needed for the project to move forward.

Mr. Boyd asked if the assumption is that the trail will be there as they are designing the Indian River Boulevard extension, given that it runs along the edge of the trail. Mr. Warshaw stated that is correct; there is a 12' mixed use path along Indian River Boulevard that will be part of the trail. The intent is that this trail will be in the location of the old Possum Camp Road. Where it crosses, trail crossings will be included with the roadway improvements with development; however, connecting points might not exist until a funding source becomes available, whether it is through grant funding or an alternative source.

It was noted that all the trails are included in the bonds.

Asked about the funding source for the trails, Ms. Hutchens stated the FDOT grant will fund the SUN Trail. The funding entity for the Deficit Funding Agreement is to be determined. Ms. Cerbone stated, before any expenditures are embarked upon, the funding source will need to be determined and a fully executed Agreement will be necessary.

The consensus was that these items will remain on the agenda for updates.

Ms. Hutchens left the meeting briefly at 3:02 p.m.

NINTH ORDER OF BUSINESS

**Acceptance of Unaudited Financial
Statements as of February 29, 2024**

**On MOTION by Mr. Lee and seconded by Mr. Posey, with all in favor, the
Unaudited Financial Statements as of February 29, 2024, were accepted.**

TENTH ORDER OF BUSINESS

**Approval of March 12, 2024 Regular
Meeting Minutes**

**On MOTION by Mr. Boyd and seconded by Mr. Lee, with all in favor, the March
12, 2024 Regular Meeting Minutes, as presented, were approved.**

ELEVENTH ORDER OF BUSINESS

Staff Reports

A. District Counsel: Kutak Rock LLP

B. District Engineer: England-Thims & Miller, Inc.

There were no District Counsel or District Engineer reports.

C. District Manager: Wrathell, Hunt and Associates, LLC

- **NEXT MEETING DATE: May 14, 2024 at 2:00 PM**

○ **QUORUM CHECK**

Supervisor Boyd stated he will not attend the May 14, 2024 meeting. Supervisor Fife stated he is unable to confirm at this time.

Ms. Hutchens rejoined the meeting at 3:04 p.m.

Ms. Cerbone stated three Board Members must attend in person to establish a quorum. Given the importance of May's agenda items and, if the Board Members agree to it, the meeting materials could be sent to Mr. Boyd in advance of the meeting and Staff can respond to Mr. Boyd's questions and present his feedback at the meeting. The Board Members were in agreement. Mr. Fife stated, if he is unable to attend in person, he will attend via telephone. Ms. Hutchens stated she will not attend in person unless necessary.

▪ **Discussion: Fiscal Year 2024/2025 Proposed Budget**

This item, previously the Sixth Order of Business, was presented out of order.

Ms. Cerbone reviewed the proposed Fiscal Year 2025 budget, highlighting any line item increases, decreases and adjustments, compared to the Fiscal Year 2024 budget, and explained the reasons for any changes. This is a Landowner-funded budget with expenses funded as they are incurred.

Ms. Cerbone discussed the EMMA software service, which helps Developers and Landowners remain in compliance with the Continuing Disclosure Agreement (CDA) and noted that estimated fee will be adjusted as necessary.

Regarding insurance, Ms. Cerbone noted that an updated estimate is expected in April. Mr. Boyd asked if the insurance has been determined to be adequate for the grant agreement. Ms. Cerbone stated the grant will be sent to carrier to make a determination.

Ms. Cerbone stated that the District might want to enter into an Agreement with a potential consultant, Family Lands Remembered; updates will be added in advance of the May meeting if necessary. Ms. Hutchens discussed the need for contractual relationships with project-specific consultants on District matters. She will review the Agreements and advise. Ms. Cerbone noted that this is for the protection of both the District and District Management, whose name appears on grant-related documents. District Management is acting as the administration arm only; she wants to ensure that all knowledgeable and participating parties are included.

The Board and Staff discussed Field Operations.

Ms. Cerbone stated the District needs to begin entering into agreements and paying for maintenance of District improvements. She noted the need to discuss any expenses related to Edgewater Wetland Park, the interchange and Deering Trail that are not design build related.

Ms. Hutchens stated the potential infrastructure items to be funded by the District using the bonds that would become District assets are known; others will be turned over to a different municipal entity, such as the water line that will be turned over to the City. Some roadways might be turned over to the City or the County. The goal is to determine the difference between what will be turned over to another maintenance entity and what will be retained for maintenance by the District. The understanding is that Edgewater Wetlands Park will become the City of Edgewater's operations and maintenance responsibility. There will be a point where construction will be completed and it will be turned over to the City.

Mr. Warshaw noted that these are long-term projects; he does not expect any of those projects to require maintenance during Fiscal Year 2025, which runs from October 1, 2024 through September 31, 2025. If it becomes too difficult to deal with the DOT for stormwater pond maintenance, a stormwater pond, outlet and easement might be conveyed to the DOT, unless the District wants to control the aesthetics. The budgeted amounts for Field Operations represent estimated expenses for the remainder of Fiscal Year 2025 based upon projected turnover dates.

In response to Mr. Storch's question, Ms. Cerbone stated there will be no deficit, because the Landowner contribution will be equal to whatever the expenses are. To date, the Kolter entity has funded all expenses in the General Fund; she wondered if that will continue in Fiscal Year 2025 and noted that, if cost sharing will occur, Staff will need to route funding requests accordingly. Ms. Hutchens stated she will provide an answer in advance of adoption of the Fiscal Year 2025 budget; the Funding Agreement that accompanies the budget will be the important consideration.

Ms. Cerbone stated the public hearing and date to adopt the Fiscal Year 2025 budget will be set at the May meeting; she estimated that the budget will be adopted in August. She recalled that one Board Member is also an employee of the Landowner and reminded all parties to keep the Sunshine Laws in mind when in meetings or during activities that occur outside of District meetings. Ms. Hutchens stated that all parties are diligent in this regard.

TWELFTH ORDER OF BUSINESS**Board Members' Comments/Requests**

There were no Board Members' comments or requests.

THIRTEENTH ORDER OF BUSINESS**Public Comments**

There were no public comments.

FOURTEENTH ORDER OF BUSINESS**Adjournment**

On MOTION by Mr. Posey and seconded by Mr. Lee, with all in favor, the meeting adjourned at 3:26 p.m.

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Secretary/Assistant Secretary

Chair/Vice Chair

**DEERING PARK
STEWARDSHIP DISTRICT**

**STAFF
REPORTS**

DEERING PARK STEWARDSHIP DISTRICT		
BOARD OF SUPERVISORS FISCAL YEAR 2023/2024 MEETING SCHEDULE		
LOCATION		
<i>Storch Law Firm, 420 S. Nova Road, Daytona Beach, Florida 32114</i>		
DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 10, 2023 CANCELED	Regular Meeting	2:00 PM
November 14, 2023 CANCELED	Regular Meeting	2:00 PM
December 12, 2023 CANCELED	Regular Meeting	2:00 PM
January 9, 2024	Regular Meeting	2:00 PM
February 13, 2024 CANCELED	Regular Meeting	2:00 PM
March 12, 2024	Regular Meeting	2:00 PM
https://teams.microsoft.com/l/meetup-join/19%3ameeting_YTczMzE3ZGIYmMwMy00OWZjLWI3MjctNWQ1OTk4YjgxODgz%40thread.v2/0?context=%7b%22Tid%22%3a%2294348502-fda0-4a80-8edb-52bd87fa537b%22%2c%22Oid%22%3a%2250b37528-b730-4578-8935-dc90866a9569%22%7d Meeting ID: 283 787 630 919 Passcode: ZXHeDk		
April 9, 2024	Regular Meeting	2:00 PM
https://teams.microsoft.com/l/meetup-join/19%3ameeting_NDIINGM5OTUtZiM1Mi00NGI4LTlMjEtN2FmNGQ1YTQ1ZmMy%40thread.v2/0?context=%7b%22Tid%22%3a%2294348502-fda0-4a80-8edb-52bd87fa537b%22%2c%22Oid%22%3a%2250b37528-b730-4578-8935-dc90866a9569%22%7d Meeting ID: 280 567 498 56 Passcode: ALDDCs		
May 14, 2024	Regular Meeting	2:00 PM
https://teams.microsoft.com/l/meetup-join/19%3ameeting_ZmM5NDI2Y2YtNTY2Ni00NGI4LTlMjEtN2FmNGQ1YTQ1ZmMy%40thread.v2/0?context=%7b%22Tid%22%3a%2294348502-fda0-4a80-8edb-52bd87fa537b%22%2c%22Oid%22%3a%2250b37528-b730-4578-8935-dc90866a9569%22%7d Meeting ID: 272 805 810 132 Passcode: jypt6T		
June 11, 2024	Regular Meeting	2:00 PM
https://teams.microsoft.com/l/meetup-join/19%3ameeting_ZTQyM2Q1NmMtODZhZi00NTg1LWlxNDltZDg1OTk1ZDczZTVm%40thread.v2/0?context=%7b%22Tid%22%3a%2294348502-fda0-4a80-8edb-52bd87fa537b%22%2c%22Oid%22%3a%2250b37528-b730-4578-8935-dc90866a9569%22%7d Meeting ID: 246 187 975 594 Passcode: m5rvQV		
July 9, 2024	Regular Meeting	2:00 PM
https://teams.microsoft.com/l/meetup-join/19%3ameeting_MGM5MzBmMzQtYjg2NS00ZDE1LWUwOTYtZmEzYmU1ZWU3NzE3%40thread.v2/0?context=%7b%22Tid%22%3a%2294348502-fda0-4a80-8edb-52bd87fa537b%22%2c%22Oid%22%3a%2250b37528-b730-4578-8935-dc90866a9569%22%7d Meeting ID: 233 035 830 379 Passcode: F8HoXp		

DATE	POTENTIAL DISCUSSION/FOCUS	TIME
August 13, 2024	Regular Meeting	2:00 PM
https://teams.microsoft.com/l/meetup-join/19%3ameeting_MTMwMzAxZiYtZDZhMi00MmYxLTg1N2EtMDJjYml1NjEyMDM2%40thread.v2/0?context=%7b%22Tid%22%3a%2294348502-fda0-4a80-8edb-52bd87fa537b%22%2c%22Oid%22%3a%2250b37528-b730-4578-8935-dc90866a9569%22%7d Meeting ID: 231 940 985 857 Passcode: qcx4XH		
September 10, 2024	Regular Meeting	2:00 PM
https://teams.microsoft.com/l/meetup-join/19%3ameeting_ZTZiNTgzMzYtNTM3NC00MmMzLTg1N2UtM2FhMTA2NDJkZjZj%40thread.v2/0?context=%7b%22Tid%22%3a%2294348502-fda0-4a80-8edb-52bd87fa537b%22%2c%22Oid%22%3a%2250b37528-b730-4578-8935-dc90866a9569%22%7d Meeting ID: 251 618 142 377 Passcode: hpbmQr		