

**GRANT AGREEMENT
BETWEEN
STATE OF FLORIDA
DEPARTMENT OF FINANCIAL SERVICES
AND
CITY OF NEW PORT RICHEY**

THIS GRANT AGREEMENT (Agreement) is made and entered into by and between the Department of Financial Services (Department), an agency of the state of Florida (State), and City of New Port Richey (Grantee), and is effective as of the date last signed. The Department and the Grantee are sometimes referred to herein individually as a “Party” or collectively as the “Parties.”

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

WHEREAS, the Department, through its Division of State Fire Marshal (Division), has the authority, pursuant to a specific appropriation of the General Appropriations Act, to grant funds to the Grantee; and

WHEREAS, the Grantee represents that it is fully qualified and eligible to receive these grant funds to perform the tasks identified herein in accordance with the terms and conditions hereinafter set forth.

NOW THEREFORE, the Department and the Grantee do mutually agree as follows:

A. Tasks and Performance Requirements:

In accordance with Line 2496A of the General Appropriations Act for the 2024-2025 State fiscal year, the Grantee shall perform the tasks specified herein in accordance with the terms and conditions of this Agreement, including its attachments and exhibits, which are incorporated by reference herein.

The funds shall be utilized to construct Fire Station #2, and the performance requirements are specifically described in Attachment 1, Scope of Work (herein referred to as the “SOW”).

B. Incorporation of Laws, Rules, Regulations, and Policies:

The Parties shall comply with the applicable state and federal laws, rules, regulations, and policies, including, but not limited to, those identified in this Agreement.

C. Performance Period:

The performance period for this Agreement begins on July 1, 2024, and ends after completion of all deliverables, upon depletion of funding, or upon termination of funding, whichever occurs first, unless terminated earlier in accordance with the terms of this Agreement (Performance Period). No renewals or extensions of the Agreement are permitted.

D. Funding Requirements of Section 215.971(1), Florida Statutes (F.S.):

1. The Grantee may only expend funding under this Agreement for allowable costs resulting from obligations incurred during the Performance Period.
2. The Grantee shall refund to the Department any balance of unobligated funds that was advanced or paid to the Grantee.
3. The Grantee shall refund to the Department all funds received in excess of the amount to which the Grantee or its subrecipients are entitled under the terms and conditions of this Agreement.

E. Agreement Payment and Funding Considerations:

1. Compensation. This is a cost reimbursement agreement. This Agreement shall not exceed \$1,120,000.00, and payment shall only be issued by the Department after acceptance of the Grantee's performance as set forth by the terms and conditions of this Agreement. The State's and the Department's performance and obligation to pay under this Agreement after the State fiscal year referenced in Section A, above, is contingent upon the fixed capital outlay funding remaining available for use by the Grantee for the purpose specified herein.
2. Payment Process. Subject to the terms and conditions established in this Agreement and the billing procedures established by the Department, the Department agrees to pay the Grantee in accordance with section 215.422, F.S. The applicable interest rate can be obtained at: <https://www.myfloridacfo.com/division/aa/vendors>.
3. Grantee Rights. A Vendor Ombudsman has been established within the Department. The duties of this individual include acting as an advocate for grantees who may be experiencing problems in obtaining timely payment(s) from a State agency. The Vendor Ombudsman may be reached at (850) 413-5516.
4. Taxes. The Department is exempted from the payment of State sales and use tax and Federal Excise Tax. Unless otherwise provided by law, the Grantee, however, shall not be exempted from paying State sales and use tax to the appropriate governmental agencies, nor shall the Grantee be exempted from paying its suppliers for any taxes on materials used to fulfill its contractual obligations under this Agreement. The Grantee shall not use the 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. The Grantee shall provide the Department its taxpayer identification number upon request.
5. Expenditures. All expenditures must be in compliance with the laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the State of Florida Reference Guide for State Expenditures, which can be obtained at: [reference-guide-for-state-expenditures.pdf \(myfloridacfo.com\)](#). The Grantee may not spend funds received under this Agreement for the purposes of lobbying the Florida legislature, the judicial branch, or a State agency.
6. Invoice Detail. Invoices submitted by the Grantee must fulfill all requirements specified in the SOW and include all supporting documentation, when applicable. The Grantee shall also submit invoices in sufficient detail to fulfill all applicable requirements of the State of Florida Reference Guide for State Expenditures. All charges for performance under this Agreement or for reimbursement of expenses authorized by the Department shall be submitted to the Department in sufficient detail for a proper pre-audit and post-audit to be performed.
7. Interim Payments. Payments will be made to the Grantee only after the Department's acceptance of the deliverable(s) per the deliverable payment points identified in the SOW; however, if the Department determines that circumstances warrant, the Department may accept partial performance and make partial payment for the partial performance.
8. Advance Payments. If authorized by sections 215.422(15) or 216.181(16), F.S., and approved in writing by the Department, the Grantee may be provided an advance as part of this Agreement.

9. Final Invoice. The Grantee shall submit its final invoice to the Department no later than sixty (60) days after the Agreement ends or is terminated. If the Grantee fails to do so, the Department may, at its sole discretion, refuse to honor any requests submitted after this time period and may consider the Grantee to have forfeited any and all rights to payment under this Agreement.

F. Governing Laws of the State of Florida:

1. Governing Law. The Grantee agrees that this Agreement is entered into in the state of Florida, and shall be construed, performed, and enforced in all respects in accordance with the laws, rules, and regulations of the State. Each Party shall perform its obligations herein in accordance with the terms and conditions of this Agreement. Without limiting the provisions of Section V., Dispute Resolution, the exclusive venue of any legal or equitable action that arises out of or relates to the Agreement shall be in the appropriate State court in Leon County, Florida; in any such action, the Parties waive any right to jury trial.
2. Ethics. The Grantee shall comply with the requirements of sections 11.062 and 216.347, F.S. The Grantee shall not, in connection with this or any other agreement with the State, directly or indirectly:
 - a. offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty; or
 - b. offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or employee.

For purposes of subsection b. above, "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. Upon request of the Department's Inspector General, or other authorized State official, the Grantee shall provide any type of information the Inspector General deems relevant to the Grantee's integrity or responsibility. Such information may include, but shall not be limited to, the Grantee's business or financial records, documents, or files of any type or form that refer to or relate to this Agreement. The Grantee shall retain such records in accordance with the record retention requirements of Part V of Attachment 2, Audit Requirements for Awards of State and Federal Financial Assistance.

3. Advertising. Subject to chapter 119, F.S., the Grantee shall not publicly disseminate any information concerning this Agreement without prior written approval from the Department, including, but not limited to, mentioning this Agreement in a press release or other promotional material, identifying the Department or the State as a reference, or otherwise linking the Grantee's name and either a description of the Agreement or the name of the Department or the State in any material published, either in print or electronically, to any entity that is not a Party to this Agreement, except potential or actual authorized distributors, dealers, resellers, or service representatives.
4. Sponsorship. As required by section 286.25, F.S., if the Grantee is a nongovernmental organization that sponsors a program that is financed wholly or in part by State funds, including any funds obtained through this Agreement, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (Grantee's name) and the State of Florida, Department of Financial Services." If the sponsorship reference is in written material, the words "State of Florida, Department of Financial Services" shall appear in the same size letters or type as the name of the Grantee.
5. Conflict of Interest. This Agreement is subject to chapter 112, F.S. The Grantee shall disclose the name of any officer, director, employee, or other agent who is also an employee of the State. The Grantee shall also disclose the name of any State employee who owns, directly or indirectly, more than a five percent (5%) interest in the Grantee or its affiliates.

6. Records Retention. The Grantee shall retain all records made or received in conjunction with the Agreement for the longer of five (5) years after the end of the Performance Period and all pending matters or the period required by the General Records Schedules maintained by the Florida Department of State (available at: <https://dos.myflorida.com/media/703328/gsl-sl-2020.pdf>). If the Grantee's record retention requirements terminate prior to the requirements stated herein, the Grantee may meet the Department's record retention requirements for this Agreement by transferring its records to the Department at that time, and by destroying duplicate records in accordance with section 501.171, F.S., and, if applicable, section 119.0701, F.S. The Grantee shall adhere to established information destruction standards such as those established by the National Institute of Standards and Technology Special Publication 800-88, "Guidelines for Media Sanitization" (2014). See: <https://nvlpubs.nist.gov/nistpubs/SpecialPublications/NIST.SP.800-88r1.pdf>.
7. MyFloridaMarketPlace. Disbursements under this Agreement are disbursements of State financial assistance to a recipient as defined in the Florida Single Audit Act, section 215.97, F.S., and are exempt from the MyFloridaMarketPlace Transaction Fee pursuant to Rule 60A-1.031(6)(g), F.A.C. Payments will be made according to the SOW and not through the MyFloridaMarketPlace system.

G. Return or Recoupment of Funds:

1. If the Grantee or its independent auditor discovers that an overpayment has been made, the Grantee shall return said overpayment within forty (40) calendar days without prior notification from the Department. In the event that the Department first discovers an overpayment has been made, the Department will notify the Grantee in writing. Should repayment not be made in a timely manner, the Department shall be entitled to charge interest at the lawful rate of interest on the outstanding balance beginning forty (40) calendar days after the date of notification or discovery. Refunds should be sent to the Department's Agreement Manager and made payable to the "Department of Financial Services."
2. Notwithstanding the damages limitations of Section X., Limitation of Liability, if the Grantee's non-compliance with any provision of this Agreement results in additional costs or monetary loss to the Department or the State, the Department can recoup the costs or losses from monies owed to the Grantee under this Agreement or any other agreement between the Grantee and any State entity. In the event that the discovery of additional costs or losses arises when no monies are available under this Agreement or any other agreement between the Grantee and any State entity, the Grantee shall repay such costs or losses to the Department in full within thirty (30) days from the date of discovery or notification, unless the Department agrees, in writing, to an alternative timeframe.

H. Audits and Records:

1. Representatives of the Department, including the State's Chief Financial Officer, the State's Auditor General, and representatives of the federal government, shall have access to any of the Grantee's books, documents, papers, and records, including electronic storage media, as they may relate to this Agreement, for the purposes of conducting audits or examinations or making excerpts or transcriptions.
2. The Grantee shall maintain books, records, and documents in accordance with the generally accepted accounting principles to sufficiently and properly reflect all expenditures of funds provided by the Department under this Agreement.
3. The Grantee shall comply with all applicable requirements of section 215.97, F.S., and Attachment 2, Audit Requirements for Awards of State and Federal Financial Assistance. If the Grantee is required to undergo an audit, the Grantee shall disclose all related party transactions to the auditor.

4. The Grantee shall retain all of its records, financial records, supporting documents, statistical records, and any other documents, including electronic storage media, pertinent to this Agreement in accordance with the record retention requirements of Part V of Attachment 2, Audit Requirements for Awards of State and Federal Financial Assistance. The Grantee shall cooperate with the Department to facilitate the duplication and transfer of such records or documents upon the Department's request.
5. The Grantee shall include the aforementioned audit and recordkeeping requirements in all approved subrecipient contracts and assignments.

I. Employment Eligibility Verification: N/A

J. Non-Discrimination:

The Grantee shall not unlawfully discriminate against any individual employed in the performance of this Agreement due to race, religion, color, sex, physical handicap unrelated to such person's ability to engage in this work, national origin, ancestry, or age. The Grantee shall provide a harassment-free workplace, and any allegation of harassment shall be given priority attention and action.

K. Duty of Continuing Disclosure of Legal Proceedings and Instances of Fraud:

1. The Grantee shall provide written notice to the Department disclosing any criminal litigation, investigation, or proceeding that arises during the Performance Period involving the Grantee, or, to the extent the Grantee is aware, any of the Grantee's subrecipients or contractors (or any of the foregoing entities' current officers or directors). The Grantee shall also provide written notice to the Department disclosing any civil litigation, arbitration, or proceeding that arises during the Performance Period, to which the Grantee (or, to the extent the Grantee is aware, any subrecipient or contractor hereunder) is a party, and which:
 - a. might reasonably be expected to adversely affect the viability or financial stability of the Grantee or any subrecipient or contractor hereunder; or
 - b. involves a claim or written allegation of fraud against the Grantee, or any subrecipient or contractor hereunder, by a governmental or public entity arising out of business dealings with governmental or public entities.

All notices under this Section must be provided to the Department within thirty (30) business days following the date that the Grantee first becomes aware of any such litigation, investigation, arbitration, or other proceeding (collectively, a "Proceeding"). Details of settlements that are prevented from disclosure by the terms of the settlement must be annotated as such.

2. This duty of disclosure applies to each officer and director of the Grantee, subrecipients, or contractors when any proceeding relates to the officer's or director's business or financial activities.
3. Instances of Grantee operational fraud or criminal activities, regardless of whether a legal proceeding has been initiated, shall be reported to the Department's Agreement Manager within twenty-four (24) hours of the Grantee being made aware of the incident.
4. The Grantee shall promptly notify the Department's Agreement Manager of any Proceeding relating to or affecting the Grantee's, subrecipient's, or contractor's business. If the existence of such Proceeding causes the State to conclude that the Grantee's ability or willingness to perform the Agreement is jeopardized, the Grantee shall be required to provide the Department's Agreement Manager all reasonable assurances requested by the Department to demonstrate that:
 - a. the Grantee will be able to perform the Agreement in accordance with its terms and conditions; and

- b. the Grantee and/or its employees, agents, subrecipients, or contractor(s) have not and will not engage in conduct in performance under the Agreement that is similar in nature to the conduct alleged in such Proceeding.

L. Assignments, Subgrants, and Contracts:

1. Unless otherwise specified in the SOW or through prior written approval of the Department, the Grantee may not: 1) subgrant any of the funds provided to the Grantee by the Department under this Agreement; 2) contract its duties or responsibilities under this Agreement out to a third party; or 3) assign any of the Grantee's rights or responsibilities hereunder, unless specifically permitted by law to do so. Any such subgrant, contract, or assignment occurring without the prior approval of the Department shall be null and void. In the event the Department approves transfer of the Grantee's obligations, the Grantee remains responsible for all work performed and all expenses incurred in connection with the Agreement. In addition, this Agreement shall bind the successors, assigns, and legal representatives of the Grantee, and of any legal entity that succeeds the Grantee, to the Grantee's obligations to the Department.
2. The Grantee agrees to be responsible for all work performed and all expenses incurred in fulfilling the obligations of this Agreement. If the Department permits the Grantee to contract all or part of the work contemplated under this Agreement, including entering into contracts with vendors for services, it is understood by the Grantee that all such contract arrangements shall be evidenced by a written document containing all provisions necessary to ensure the contractor's compliance with applicable state and federal laws. The Grantee further agrees that the Department shall not be liable to the contractor for any expenses or liabilities incurred under the contract and that the Grantee shall be solely liable to the contractor for all expenses and liabilities incurred under the contract. The Grantee, at its expense, will defend the Department against such claims.
3. The Grantee agrees that the Department may assign or transfer its rights, duties, or obligations under this Agreement to another governmental entity upon giving prior written notice to the Grantee.
4. The Grantee agrees to make payments to any subrecipient or contractor within seven (7) working days after receipt of full or partial payments from the Department, unless otherwise stated in the agreement between the Grantee and the subrecipient or contractor. The Grantee's failure to pay its subrecipients or contractors within seven (7) working days will result in a statutory penalty charged against the Grantee and paid to the subrecipient or contractor in the amount of one-half of one (1) percent of the amount due per day from the expiration date of the period allowed herein for payment. Such statutory penalty shall be in addition to actual payments owed and shall not exceed fifteen (15) percent of the outstanding balance due (see section 287.0585, F.S.).

M. Nonexpendable Property:

1. For the requirements of this Section of the Agreement, "nonexpendable property" is the same as "property" as defined in section 273.02, F.S. (equipment, fixtures, and other tangible personal property of a non-consumable and nonexpendable nature).
2. All nonexpendable property purchased under this Agreement shall be listed on the property records of the Grantee. For the purposes of section 273.03, F.S., the Grantee is the custodian of all nonexpendable property, and shall be primarily responsible for the supervision, control, and disposition of the property in his or her custody (but may delegate its use and immediate control to a person under his or her supervision and may require custody receipts). The Grantee must submit an inventory report to the Department with the final expenditure report and inventory annually and maintain accounting records for all nonexpendable property purchased under the Agreement. The records must include information necessary to identify the property, which, at a minimum, must include the following: property tag identification number; description of the item(s); if a group of

items, the number and description of the components; physical location; name, make, or manufacturer; year and/or model; manufacturer's serial number(s); if an automobile, the vehicle identification number and title certificate number; date of acquisition; cost or value at date of acquisition; date last inventoried; and the current condition of the item.

3. At no time shall the Grantee dispose of nonexpendable property purchased under this Agreement without the written permission of, and in accordance with instructions from, the Department. In addition to its plain meaning, "dispose of" includes selling, exchanging, transferring, distributing, gifting, and loaning. If the Grantee proposes to dispose of the nonexpendable property or take any other action that will impact its ownership of the property or modify the use of the property other than for the purposes stated herein, the Department shall have the right, in its sole discretion, to demand that the Grantee reimburse the Department the fair market value of the impacted nonexpendable property.
4. The Grantee is responsible for any loss, damage, or theft of, and any loss, damage, or injury caused by the use of, nonexpendable property purchased with State funds and held in its possession for use in accordance with this Agreement. The Grantee shall immediately notify the Department, in writing, upon discovery of any property loss with the date and reason(s) for the loss.
5. The Grantee shall be responsible for the correct use of all nonexpendable property obtained using funds provided by this Agreement, and for the implementation of adequate maintenance procedures to keep the nonexpendable property in good operating condition.
6. A formal amendment to this Agreement is required prior to the purchase of any item of nonexpendable property not specifically listed in the approved Agreement budget (see SOW).

N. Requirements Applicable to the Purchase of, or Improvements to, Real Property:

If funding provided under this Agreement is used for the purchase of, or improvements to, real property, such funds are contingent upon the Grantee granting to the Department a security interest in the property in the amount of the funding provided by this Agreement for the purchase of, or improvements to, the real property for five (5) years from the date of purchase, the completion of the improvements, or as further required by law (see section 287.05805, F.S.).

O. Insurance:

The Grantee shall, at its sole expense, maintain insurance coverage of such types and with such terms and limits as may be reasonably associated with the Agreement. Adequate insurance coverage is a material obligation of the Grantee, and the failure to maintain such coverage may void the Agreement. 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 authorized to write policies in the State. Specific insurance requirements, if any, are listed in the SOW.

Upon execution of this Agreement, the Grantee shall provide the Department written verification of the existence and amount for each type of applicable insurance coverage. Within thirty (30) days of the effective date of the Agreement, the Grantee shall furnish the Department proof of applicable insurance coverage by standard ACORD form certificates of insurance. In the event that any applicable coverage is cancelled by the insurer for any reason, the Grantee shall immediately notify the Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within fifteen (15) business days after the cancellation of coverage.

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.

P. Intellectual Property Rights:

Where activities supported by this Agreement result in the creation of intellectual property rights, the Grantee shall notify the Department, and the Department will determine whether the Grantee will be required to grant the Department a perpetual, irrevocable, royalty-free, nonexclusive license to use, and to authorize others to use for State government purposes, any resulting patented, copyrighted, or trademarked work products developed under this Agreement. The Department will also determine whether the Grantee will be required to pay all or a portion of any royalties resulting from such patents, copyrights, or trademarks.

Q. Independent Contractor Status:

It is mutually understood and agreed to that at all times during the Grantee's performance of its duties and responsibilities under this Agreement that Grantee is acting and performing as an independent contractor. The Department shall neither have nor exercise any control or direction over the methods by which the Grantee shall perform its work and functions other than as provided herein. Nothing in this Agreement is intended to nor shall be deemed to constitute a partnership or joint venture between the Parties.

1. Unless the Grantee is a State agency, the Grantee (and its officers, agents, employees, subrecipients, contractors, or assignees), in performance of this Agreement, shall act in the capacity of an independent contractor and not as an officer, employee, or agent of the State. Further, unless specifically authorized to do so, the Grantee shall not represent to others that, as the Grantee, it has the authority to bind the Department or the State.
2. Unless the Grantee is a State agency, neither the Grantee nor its officers, agents, employees, subrecipients, contractors, or assignees, are entitled to State retirement or State leave benefits, or to any other compensation of State employment as a result of performing the duties and obligations of this Agreement.
3. The Grantee agrees to take such actions as may be necessary to ensure that each subrecipient or contractor will also be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the State.
4. Unless agreed to by the Department in the SOW, the Department will not furnish services of support (e.g., office space, office supplies, telephone service, secretarial, clerical support, etc.) to the Grantee or its subrecipient, contractor, or assignee.
5. The Department shall not be responsible for withholding taxes with respect to the Grantee's compensation hereunder. The Grantee shall have no claim against the Department for vacation pay, sick leave, retirement benefits, social security, workers' compensation, health or disability benefits, reemployment assistance benefits, or employee benefits of any kind. The Grantee shall ensure that its employees, subrecipients, contractors, and other agents, receive benefits and necessary insurance (health, workers' compensation, reemployment assistance benefits) from an employer other than the State.
6. At all times during the Performance Period, the Grantee must comply with the reporting and Reemployment Assistance contribution payment requirements of chapter 443, F.S.

R. Electronic Funds Transfer:

The Grantee agrees to enroll in Electronic Funds Transfer (EFT), offered by the State's Chief Financial Officer, within thirty (30) days of the date the last Party signed this Agreement. Copies of the authorization form and a sample blank enrollment letter can be found at: <http://www.myfloridacfo.com/Division/AA/Vendors/>.

Questions should be directed to the EFT Section at (850) 413-5517. Once enrolled, invoice payments will be made by EFT.

S. Entire Agreement:

The following documents are attached and incorporated into this Agreement, are considered an integral part of the Agreement, and embody the entire Agreement. This Agreement supersedes all previous oral or written communications, representations, or agreements on this subject. If there are any conflicting provisions between the documents that make up the Agreement, the following order of precedence applies:

- a. Attachment 1, Scope of Work;
- b. Pages 1 through 14 of this Agreement;
- c. Attachment 2, Audit Requirements for Awards of State and Federal Financial Assistance (with its Exhibit 1);
- d. Attachment 3, Index of Applicable Laws and Regulations;
- e. Addendum A, Public Records Requirements (all references in this addendum to “Contractor” shall be read to say “Grantee,” and all references to “Contract” shall be read to say “Agreement”);
- f. Appendix 1, Grantee’s Contract with its Contractor for Construction Work, and any appendices incorporated after execution;
- g. Attachment 4, Status Update Request Form; and
- h. Attachment 5, Reimbursement Request Letter.

T. Time is of the Essence:

Time is of the essence regarding the performance requirements set forth in this Agreement. The Grantee is obligated to timely complete the deliverables under this Agreement and comply with all other deadlines necessary to perform the Agreement, which include, but are not limited to, attendance of meetings or submittal of reports.

U. Termination:

1. Termination Due to the Lack of Funds.

If funds become unavailable for the Agreement’s purpose, such event will not constitute a default by the Department or the State. The Department agrees to notify the Grantee in writing at the earliest possible time if funds are no longer available. In the event that any funding identified by the Grantee as funds to be provided for completion of the project as described herein becomes unavailable, including if any State funds upon which this Agreement depends are withdrawn or redirected, the Department may terminate this Agreement by providing written notice to the Grantee. The Department will be the final authority as to the availability of funds.

2. Termination for Cause.

The Department may terminate the Agreement if the Grantee fails to:

- a. satisfactorily complete the deliverables within the time specified in the Agreement;
- b. maintain adequate progress, thus endangering performance of the Agreement;
- c. honor any term of the Agreement; or
- d. abide by any statutory, regulatory, or licensing requirement.

The Grantee shall continue to perform any work not terminated. The Department’s rights and remedies in this clause are in addition to any other rights and remedies provided by law or under the Agreement. The Grantee shall not be entitled to recover any cancellation charges or lost profits.

Upon termination, the Department may require that the Grantee return to the Department any funds that were used for purposes that are considered ineligible under:

- a. this Agreement; or
 - b. applicable program laws, rules, and regulations governing the use of funds under this Agreement.
3. Termination for Convenience.
The Department may terminate this Agreement, in whole or in part, by providing written notice to the Grantee that the Department determined, in its sole discretion, it is in the State's interest to do so. The Grantee shall not furnish any product after it receives the Department's notice of termination, except as necessary to complete the continued portion of the Agreement, if any. The Grantee will not be entitled to recover any cancellation charges or lost profits.
4. Grantee's Responsibilities upon Termination.
If the Department provides a notice of termination to the Grantee, except as otherwise specified by the Department in that notice, the Grantee shall:
- a. Stop work under this Agreement on the date and to the extent specified in the notice.
 - b. Complete performance of such part of the work that has not been terminated by the Department, if any.
 - c. Take such action as may be necessary, or as the Department may specify, to protect and preserve any property which is in the possession and custody of the Grantee, and in which the Department has or may acquire an interest.
 - d. Transfer, assign, and make available to the Department all property and materials belonging to the Department upon the effective date of termination of this Agreement. No extra compensation will be paid to the Grantee for its services in connection with such transfer or assignment.

V. Dispute Resolution:

Unless otherwise stated in the SOW, disputes concerning performance under the Agreement will be decided by the Department, who shall reduce the decision to writing and serve a copy to the Grantee. In the event a Party is dissatisfied with the dispute resolution decision, jurisdiction for any dispute arising under the terms of the Agreement will be in State courts, and the 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.

W. Indemnification:

1. The Grantee shall be fully liable for the actions of its agents, employees, partners, subrecipients, or contractors and shall fully indemnify, defend, and hold harmless the State and the Department, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by the Grantee, its agents, employees, partners, subrecipients, or contractors provided, however, that the Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State or the Department.
2. Further, the Grantee shall fully indemnify, defend, and hold harmless the State and the Department from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret, or intellectual property right provided, however, that the foregoing obligation shall not apply to the Department's misuse or modification of the Grantee's products or the Department's operation or use of the Grantee's products in a manner not contemplated by the Agreement. If any product

is the subject of an infringement suit, or in the Grantee's opinion is likely to become the subject of such a suit, the Grantee may at its sole expense procure for the Department the right to continue using the product or to modify it to become non-infringing. If the Grantee is not reasonably able to modify or otherwise secure the Department the right to continue using the product, the Grantee shall remove the product and refund the Department the amounts paid in excess of a reasonable rental for past use. The Department will not be liable for any royalties.

3. The Grantee's obligations under the preceding two paragraphs with respect to any legal action are contingent upon the State or the Department giving the Grantee:
 - a. written notice of any action or threatened action;
 - b. the opportunity to take over and settle or defend any such action at the Grantee's sole expense; and
 - c. assistance in defending the action at the Grantee's sole expense.

The Grantee shall not be liable for any cost, expense, or compromise incurred or made by the State or the Department in any legal action without the Grantee's prior written consent, which shall not be unreasonably withheld.

NOTE: For the avoidance of doubt, if the Grantee is a State agency or subdivision, as defined in section 768.28(2), F.S., pursuant to section 768.28(19), F.S., neither Party indemnifies nor insures or assumes any liability to the other Party for the other Party's negligence.

X. Limitation of Liability:

Unless otherwise specifically enumerated in this Agreement, no Party shall be liable to another for special, indirect, punitive, or consequential damages, including lost data or records (unless the Agreement requires the Grantee to back-up data or records), even if the Party has been advised that such damages are possible. No Party shall be liable for lost profits, lost revenue, or lost institutional operating savings. The State and the Department may, in addition to other remedies available to them at law or in equity and upon notice to the Grantee, retain such monies from amounts due the Grantee as may be necessary to satisfy any claim for damages, penalties, costs, and the like asserted by or against them.

Y. Force Majeure and Notice of Delay from Force Majeure:

Neither Party shall be liable to the other for any delay or failure to perform under this Agreement if such delay or failure is neither the fault nor caused by the negligence of the Party or its employees or agents and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Party's control, or for any of the foregoing that affects subrecipients, contractors, or suppliers if no alternate source of supply is available. However, in the event a delay arises from the foregoing causes, the Party shall take all reasonable measures to mitigate any and all resulting damages, costs, delays, or disruptions to the project in accordance with the Party's performance requirements under this Agreement. In the case of any delay the Grantee believes is excusable under this Section, the Grantee shall provide written notice to the Department describing the delay or potential delay and the cause of the delay within: ten (10) calendar days after the cause that creates or will create the delay first arose (if the Grantee could reasonably foresee that a delay could occur as a result); or five (5) calendar days after the date the Grantee first had reason to believe that a delay could result (if the delay is not reasonably foreseeable). **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this Section is a condition precedent to such remedy. The Department, in its sole discretion, will determine if the delay is excusable under this Section and will notify the Grantee of its decision in writing. The Grantee shall not assert a claim for damages, other than for an extension of time, against the Department. The Grantee will

not be entitled to an increase in the Agreement price or payment of any kind from the Department for any reason. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this Section, after the causes have ceased to exist, the Grantee shall resume performance, unless the Department determines, in its sole discretion, that the delay will significantly impair the ability of the Grantee to timely complete its obligations under this Agreement, in which case, the Department may terminate the Agreement in whole or in part.

Z. Mandatory Disclosure Requirements:

1. Conflict of Interest. This Agreement is subject to chapter 112, F.S. The Grantee shall disclose the name of any officer, director, employee, or other agent who is also an employee of the State. The Grantee shall also disclose the name of any State employee who owns, directly or indirectly, more than a five percent (5%) interest in the Grantee or its affiliates.
2. Convicted Vendor List. The Grantee has a continuous duty to disclose to the Department if the Grantee or any of its affiliates, as defined by section 287.133(1)(a), F.S., are placed on the convicted vendor list. Pursuant to section 287.133(2)(a), F.S.: “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, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.”
3. Discriminatory Vendor List. The Grantee has a continuous duty to disclose to the Department if the Grantee or any of its affiliates, as defined by section 287.134(1)(a), F.S., are placed on the discriminatory vendor list. Pursuant to section 287.134(2)(a), F.S.: “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.”
4. Antitrust Violator Vendor List. The Grantee has a continuous duty to disclose to the Department if the Grantee or any of its affiliates, as defined by section 287.137(1)(a), F.S., are placed on the antitrust violator vendor list. Pursuant to section 287.137(2)(a), F.S.: “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 for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new 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 new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity.”
5. Department Inspection of Records. Pursuant to section 216.1366, F.S., the Grantee shall permit the Department to inspect the Grantee’s financial records, papers, and documents that are directly related to the performance of the Agreement or the expenditure of state funds and the Contractor’s programmatic records, papers, and documents which the Department determines are necessary to monitor the performance of the Agreement or to ensure that the terms of the Agreement are being met. The Contractor shall provide such records, papers, and documents to the Department’s Contract Manager within 10 business days after a request is made to the Contractor.
6. Foreign Gifts and Contracts. The Grantee shall comply with any applicable disclosure requirements in section 286.101, F.S. Pursuant to section 286.101(7), F.S.: “In addition to any fine assessed under

[section 286.101(7)(a)], a final order determining a third or subsequent violation by an entity other than a state agency or political subdivision shall automatically disqualify the entity from eligibility for any grant or contract funded by a state agency or any political subdivision until such ineligibility is lifted by the Administration Commission for good cause.”

AA. Severability:

If any provision of this Agreement, in whole or in part, is held to be void or unenforceable by a court of competent jurisdiction, that provision will be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable, and all other provisions remain in full force and effect.

BB. Survival:

Any right or obligation of the Parties in this Agreement which, by its express terms or nature and context, is intended to survive termination or expiration of this Agreement, will survive any such termination or expiration.

CC. Execution in Counterparts:

This Agreement may be executed in counterparts, each of which will be an original and all of which will constitute but one and the same instrument.

DD. Contact Information for Grantee and Department Contacts:

Grantee’s Payee:

Grantee’s Agreement Manager:

Crystal Dunn, c/o City of New Port Richey	Robert Rivera, Public Works Director
5919 Main Street	5919 Main Street
New Port Richey, Florida 34652	New Port Richey, Florida 34652
Telephone: (727) 853-1054	Telephone: (727) 841-4556
Fax: N/A	Fax: N/A
Email: dunnc@cityofnewportrichey.org	Email: riverar@cityofnewportrichey.org

Department’s Agreement Manager:

Lauren Tingle
200 E. Gaines Street
Tallahassee, Florida 32399
Telephone: (850) 413-3641
Fax: N/A
Email: Lauren.Tingle@MyFloridaCFO.com

In the event that any of the information provided in this Section changes after the execution of this Agreement, the Party making such change shall provide written notice to the other Party of such change. Such changes do not require a formal amendment to the Agreement.

EE. Notices:

The contact information provided in the immediately preceding Section shall be used by the Parties for all communications under this Agreement. Where the terms “written notice” or notice “in writing” are used to specify a notice requirement herein, said notice will be deemed to have been given:

1. when personally delivered;
2. when transmitted via facsimile with confirmation of receipt or email with confirmation of receipt if the sender on the same day sends a confirming copy of such notice by a recognized overnight delivery service (charges prepaid);
3. the day following the day (except if not a business day, then the next business day) on which the same has been delivered prepaid to a recognized overnight delivery service; or
4. on the date actually received or the date of the certification of receipt.

IN WITNESS THEREOF, and in consideration of the mutual covenants set forth above and in the attachments hereto, the Parties have caused to be executed this Agreement by their undersigned duly authorized officials.

City of New Port Richey

Florida Department of Financial Services

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

Attachment 1
SCOPE OF WORK (SOW)

- 1. Project Description.** Line 2496A of the General Appropriations Act for the 2024-2025 State fiscal year provides for the appropriation of \$1,120,000.00 to the Grantee for the construction of Fire Station #2, hereinafter referred to as the Project, to serve the needs of the local community.

Funding under this Agreement will be used to construct Fire Station #2 at 5220 Grand Blvd in New Port Richey, Florida 33552. The construction will comply with the requirements of the contracts the Grantee has entered with its contractor, which is attached hereto as Appendix 1 and incorporated by reference herein. The finished Project will consist of a 7,876 sq.ft. station with two (2) vehicle bays, along with various offices, living spaces, and utility rooms. Construction of the project is currently estimated to be \$4,290,074.00, with \$3,170,074.00 in local funds contributing to the construction of the Project.

- 2. Grantee Responsibilities.** The Grantee shall:

- a. Complete all pre-construction elements for the Project, which include, but are not limited to, procurement, design and site prep.
- b. Submit to the Department, prior to beginning the Project, copies of:
 - i. all ownership documents;
 - ii. all contracts and subcontracts in furtherance of this Agreement; and
 - iii. written evidence that all Project services were competitively procured to the extent required by law.
- c. Complete the Project in accordance with:
 - i. the design and construction plans submitted to the Department;
 - ii. the requirements set forth in this Agreement; and
 - iii. any applicable local, State (including, but not limited to, chapter 255, F.S.), and federal laws and regulations.
- d. Provide the Department with any amendments made to the contracts and subcontracts issued in furtherance of this Agreement. Note: It will be in the Department's sole discretion to determine whether such amendments require a written amendment to this Agreement.
- e. Display signage at the project site that specifies the project intent, fund source, and estimated date of completion. Sign must be in place prior to reimbursement or advancement of funds, should be visible from a public roadway and must remain at project site until project is completed.
- f. Provide the Department with documentation, upon Department's demand, evidencing status reports. Grantee shall provide status report documentation on the Status Update Request Form, incorporated by reference as Attachment 4.
- g. Submit monthly fire incident data to the National Fire Incident Reporting System via <https://www.nfirs.fema.gov/NFIRSWeb/login> for the entire duration of the Performance Period listed in the Agreement. Proof of submittance of fire incident data is required to be provided to the Department upon the Department's demand.

3. Department's Responsibilities.

The Department shall monitor the Grantee's progress as it deems necessary to verify that all requirements of the Agreement are being performed in accordance with this Agreement. The Department shall review submitted documentation and process payments to the Grantee to reimburse allowable, reasonable, and necessary expenditures, not to exceed \$1,120,000.00.

The Department will monitor reporting compliance for the Grantee and will notify the appropriate parties of non-compliance.

4. Deliverable.

The Grantee shall complete the following deliverable:

Table 1 Deliverable		
Deliverable No. 1 – Construction Tasks.		
Tasks	Documentation	Financial Consequences
Complete all work in accordance with the contract between the Grantee and the contractor performing the work, which is attached as Appendix 1.	<ol style="list-style-type: none"> 1) Invoice in accordance with Section 6, below. 2) The Grantee shall submit copies of: <ol style="list-style-type: none"> a. Any documents demonstrating satisfactory performance in completion of the tasks listed in the contract which is attached as Appendix 1; b. Proof of release of any liens that are associated with the work for which payment is requested; documentation to support performance by and payments made by contractor to subcontractors and suppliers for satisfaction of contractor’s obligations under its contract with the Grantee; and c. Cleared checks, electronic funds transfers, or bank statements showing that payment was issued to the Grantee’s contractor. 	<p>Failure to pass each required construction phase inspection will result in non-payment of the associated invoiced task(s) until passage of the construction phase inspection.</p> <p>The Department will not reimburse the Grantee the amount of fees assessed for any re-inspection.</p>
TOTAL REIMBURSABLE AMOUNT NOT TO EXCEED \$1,120,000.00		



5. Reconciliation Report.

Pursuant to section 215.971, F.S., the Department’s Agreement Manager must produce a final reconciliation report reconciling all funds paid out to the Grantee under this Agreement against all funds expended by the Grantee in performance of this Agreement. If the Department’s Agreement Manager requests documentation from the Grantee’s Agreement Manager for this purpose, Grantee must submit such documentation to the Department within ten (10) business days of receipt of the Department’s request.

6. Invoice Submittal and Payment Schedule.

The Grantee shall provide itemized invoices for all portions of the deliverable rendered during that period. After receipt of the invoice, and in accordance with the payment provisions established in Section E., Agreement Payment and Funding Considerations, of the Agreement, the Department shall disburse the amount of funds approved by the Department.

To request reimbursement, the Grantee shall:

- a. Complete the Reimbursement Request Letter, incorporated by reference as Attachment 5, signed by the Grantee’s Agreement Manager certifying that the costs being claimed in the invoice package:
 - i. Are specifically for the project represented to the State in the budget appropriation;
 - ii. Have been paid;
 - iii. Were incurred within the Performance Period as specified in Section C, Performance Period, of the Agreement; and
 - iv. Are not a duplicate, and duplicates will not be submitted to another funding source.
- b. All documentation (specified in Section 4, Deliverables) necessary to demonstrate that progress on the project has been made and the work being invoiced has been completed in accordance with the requirements of this Agreement.

The Department may require any other information from the Grantee that the Department deems necessary to verify performance in accordance with this Agreement.

7. Financial Consequences for Failure to Timely and Satisfactorily Perform.

Failure to complete the required duties outlined in the SOW shall result in the rejection of the invoice and as stated above in Section 4, Deliverable, if re-inspection is invoiced, the Department will reduce the invoice by that amount.

This provision for financial consequences shall not affect the Department’s right to terminate the Agreement as provided elsewhere in the Agreement.

8. Disposition of Property.

- a. Pursuant to Section M, Nonexpendable Property, of this Agreement, upon satisfactory completion of the requirements of the Agreement, the Grantee is authorized to retain ownership of any nonexpendable property purchased under this Agreement; however, the Grantee hereby grants to the Department a right of first refusal in all such property prior to disposition of any such property during its depreciable life, in accordance with the depreciation schedule in use by the Grantee, but

not to exceed five (5) years following the termination of the Agreement. The Grantee shall provide written notice of any such planned disposition and await the Department's response prior to disposing the property. "Disposition" as used herein, includes, but is not limited to, the Grantee no longer using the nonexpendable property for the uses authorized herein; and the sale, exchange, transfer, trade-in, or disposal of any such nonexpendable property. The Department, in its sole discretion, may require the Grantee to refund to the Department the fair market value of the nonexpendable property at the time of disposition rather than taking possession of the nonexpendable property.

- b. Upon satisfactory completion of the requirements of this Agreement, the Grantee is authorized to retain ownership of the real property improved under this Agreement; however, for five (5) years thereafter the Grantee must provide written notice to the Department of any circumstance that:
 - i. will impact or has impacted, in any way, the Grantee's ownership of such property; or
 - ii. will modify or has modified the use of such property from the purposes authorized herein.

Such notice must be provided within ten (10) business days of learning of the event that will result or has resulted in either circumstance. If either of these circumstances arise, the Department will have the right, within its sole discretion, to demand that the Grantee reimburse the Department for part, or all of the funding provided to the Grantee under this Agreement.

9. Failure to Complete Project Timely.

Upon completion of the project, the Grantee shall submit to the Department a copy of the Certificate of Occupancy and photos of the completed project. If the Grantee fails to complete the project within five (5) years after the total maximum amount for Deliverable No. 1 has been paid, the Department will have the right, in its sole discretion, to demand that the Grantee reimburse the Department for part, or all of the funding provided to the Grantee under this Agreement.

- End of Attachment 1 (Scope of Work) -

Appendix 1

Grantee's Contract with its Contractor for Construction Work



AIA® Document A101® – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the Eighth day of March in the year Two Thousand Twenty-three
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

The City of New Port Richey
6132 Pine Hill Road
Port Richey, FL 34668

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

E&L Construction Group, Inc.
3040 Airpark Drive South
Flint, MI 48507

for the following Project:
(Name, location and detailed description)

E&L Job #23046
New Fire Station #2
5220 Grand Boulevard
New Port Richey, FL 34652

The Architect:
(Name, legal status, address and other information)

Spring Engineering, Inc.
3014 U.S. Highway 19
Holiday, FL 34691

The Owner and Contractor agree as follows.

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

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

The parties should complete A101®-2017, Exhibit A. Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS**
- 2 THE WORK OF THIS CONTRACT**
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**
- 4 CONTRACT SUM**
- 5 PAYMENTS**
- 6 DISPUTE RESOLUTION**
- 7 TERMINATION OR SUSPENSION**
- 8 MISCELLANEOUS PROVISIONS**
- 9 ENUMERATION OF CONTRACT DOCUMENTS**

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

- The date of this Agreement.
- A date set forth in a notice to proceed issued by the Owner.
- Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

Init.

- Not later than Three Hundred (300) calendar days from the date of commencement of the Work with Final Completion within 330 calendar days from the date when the Contract Time commences to run.
- By the following date:

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
-----------------	-----------------------------

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Four Million Two Hundred Ninety Thousand Seventy-four Dollars and Zero Cents (\$ 4,290,074.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
Alt 1	184,128
Alt 7	16,204
Delete Extractor	(15,500) Not needed – Fire Station will reuse original

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement. *(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)*

Item	Price	Conditions for Acceptance
------	-------	---------------------------

§ 4.3 Allowances, if any, included in the Contract Sum: *(Identify each allowance.)*

Item	Price
Allowance	70,000
Contingency	200,000

§ 4.4 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
------	-----------------------	-------------------------

§ 4.5 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

Contractor shall pay Owner Fifteen Hundred Dollars (\$1,500.00) for each day that expires after the time specified in Paragraph 3.1.1 for Substantial Completion.

Contractor shall pay Owner Fifteen Hundred Dollars (\$1,500.00) for each day that expires after the time specified in Paragraph 3.1.2 for Final Completion.

§ 4.6 Other:

(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 30th day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the 30th day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than Thirty Days (30) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™, 2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201-2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201-2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

Init.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

Five Percent (5%)

§ 5.1.7.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage upon Substantial Completion.)

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201-2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201-2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

%

Init.

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User Notes:

(1817592674)

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201-2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker. *(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)*

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201-2017, the method of binding dispute resolution shall be as follows: *(Check the appropriate box.)*

- Arbitration pursuant to Section 15.4 of AIA Document A201-2017
- Litigation in a court of competent jurisdiction
- Other *(Specify)*

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

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-2017.

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201-2017, then the Owner shall pay the Contractor a termination fee as follows: *(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)*

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201-2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:
(Name, address, email address, and other information)

The City of New Port Richey
Martin Field, Construction Services Mgr.
6132 Pine Hill Road
Port Richey, FL 34668
FieldM@CityofNewPortRichey.org

§ 8.3 The Contractor's representative:

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User Notes:

(Name, address, email address, and other information)

E&L Construction Group, Inc.
Justin Luise, Project Manager
3040 Airpark Drive South
Flint, MI 48507
Justin.Luise@candlgroup.com

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum. Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™-2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201-2017, may be given in accordance with AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203-2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 8.7 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A101™-2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201™-2017, General Conditions of the Contract for Construction
- .4 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

(Insert the date of the E203-2013 incorporated into this Agreement.)

.5 Drawings

Number	Title	Date
See Drawing Log Attachment A	City of New Port Richey Fire Station No. 2 Project	Base 4/21/21 with Addendum 1

.6 Specifications

Section	Title	Date	Pages
See Specification Log Attachment B	City of New Port Richey Fire Station #2	December 2022	748

.7 Addenda, if any:

init.

Number	Date	Pages
One	December 29, 2022	Two

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.8 Other Exhibits:
(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

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

The Sustainability Plan:

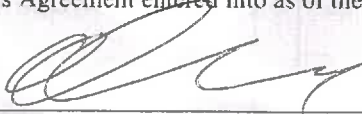
Title	Date	Pages
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Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
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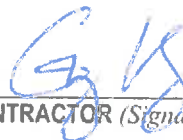
.9 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

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



OWNER (Signature)

(Printed name and title)



CONTRACTOR (Signature)

Greg Krueger, President & CEO

(Printed name and title)

New Port Richey Fire Station - Attachment A Drawing Log

Page Number	Title	Date
A000	Cover Sheet	12/30/2022
A001	General Notes, Drawing Index & Abbreviations	4/21/2021
A020	Alternates/Allowances/Specialty Engineering	4/21/2021
A050	Life Safety Plan	4/21/2021
A101	Floor Plan	4/21/2021
A102	Dimension Floor Plan	4/21/2021
A103	Finish Floor Plan	4/21/2021
A104	Finish Equipment Schedules	4/21/2021
A110	Signage Details	4/21/2021
A120	Roof Plan (Lower/Entry)	4/21/2021
A121	Roof Plan (Upper)	4/21/2021
A150	Roof Details	4/21/2021
A200	Building Elevations	12/30/2022
A301	Reflected Ceiling Plan	12/30/2022
A400	Building Sections	4/21/2021
A401	Building Sections	4/21/2021
A402	Building Sections	4/21/2021
A500	Wall Sections	4/21/2021
A501	Wall Sections	4/21/2021
A502	Wall Sections	4/21/2021
A600	Door and Frame Types Door and Hardware Schedules	4/21/2021
A601	Glazing Elevations	4/21/2021
A602	Enlarged RR Plans/Elevations	4/21/2021
A603	Millwork Elevations	4/21/2021
A604	Millwork Elevations	4/21/2021
A700	Wall Types	4/21/2021
A900	Details	4/21/2021
A901	Details	4/21/2021
S100	Foundation Plan	4/21/2021
S201	Roof Framing Plans	4/21/2021
S202	Roof Framing Plans - High Roof & Entry	4/21/2021
S300	Structural Elevations	4/21/2021
S301	Structural Elevations	4/21/2021
S302	Structural Elevations	4/21/2021
S400	Structural Wall Sections	4/21/2021
S401	Structural Wall Sections	4/21/2021
S500	Structural Details	4/21/2021
S501	Structural Details	4/21/2021
S502	Structural Details	4/21/2021
S503	Structural Details	4/21/2021
S504	Enlarged Generator Plan & Wall Section/Flag Pole De	4/21/2021
M100	Mechanical General Notes and Legends	4/21/2021
M101	Level 1 Mechanical Plan	4/21/2021
M102	Mechanical Roof Plan	4/21/2021

M201	Level 1 Mechanical Plan	4/21/2021
M300	Mechanical Schedules	4/21/2021
M301	Captive Air	4/21/2021
M302	Captive Air	4/21/2021
M303	Captive Air	4/21/2021
M304	Captive Air	4/21/2021
M305	Captive Air	4/21/2021
M306	Captive Air	4/21/2021
M307	Captive Air	4/21/2021
M400	Mechanical Details	4/21/2021
P000	Plumbing Notes, Schedules and Details	4/21/2021
P100	Floor Plan - Sanitary Waste and oil Water Piping Plan	4/21/2021
P110	Floor Plan - Storm Water Piping Plan	4/21/2021
P120	Floor Plan - Water Supply Piping	4/21/2021
P200	Sanitary Waste and Oil Water Piping Riser	4/21/2021
P210	Storm Water Piping Riser	4/21/2021
P220	Water Supply and natural Gas piping Riser	4/21/2021
E000	Cover Sheet	4/21/2021
E001	Electrical Site Plan	4/21/2021
E100	First Floor Power Plan	4/21/2021
E101	Roof Power Plan	4/21/2021
E200	Floor Plan Lighting	4/21/2021
E300	Electrical Single Line Diagram	4/21/2021
E301	Schedules and Details	4/21/2021
E302	Generator Details	4/21/2021
E400	Systems Plans	6/25/2021
FA100	Fire Alarm Plan	4/21/2021

INDEX TO SPECIFICATIONS

<u>Section Number</u>		<u>No. Of Pages</u>
DIVISION 0 - BIDDING AND CONTRACT REQUIREMENTS		
00010	Invitation to Bid	2
00020	Instruction to Bidders	8
00030	Bid Tender Form	5
00040	Agreement Between City of New Port Richey	8
00041	Drug Free Workplace	2
00042	Public Entity Crime	3
00043	Non-Collusion Affidavit	2
00044	Unsatisfactory Work- Nonperformance	1
00050	Performance and Payment Bond	1
00060	Certificate of Insurance	1
00070	General Conditions	1
00080	Supplementary Conditions	18
00100	Index of Drawings	3
00900	Additional Supplementary Conditions	6
DIVISION 1 - GENERAL REQUIREMENTS		
01010	Summary of Work	1
01019	Contract Considerations	4
01300	Submittals	5
01400	Quality Requirements	9
01410	Testing Laboratory Services	4
01500	Construction Facilities/Temperature Controls	5
01600	Material and Equipment	4
01700	Contract Closeout	4
DIVISION 2 - SITE WORK		
02010	Subsurface Investigation	64
02100	Site Preparation	3
02220	Excavating, Filling and Grading	4
02270	Erosion, Sedimentation and Dust Control	1
02281	Termite Control	3
02400	Storm Drainage System	3
02500	Asphalt Paving and Surfacing	5
02528	Concrete Walks and Curbs	2
02701	Site Utilities	2
02900	Landscape Work	6

<u>Section Number</u>		<u>No. Of Pages</u>
DIVISION 3 - CONCRETE WORK		
03100	Concrete Formwork	3
03210	Concrete Reinforcing	3
03250	Concrete Accessories	1
03300	Cast-In-Place Concrete	11
03341	Polished Dyed and Sealed Concrete Flooring	7
03370	Concrete Curing	2
DIVISION 4 - MASONRY		
04100	Mortar and Masonry Grout	4
04211	Face Brik Guide Specification (Basis of Design)	7
04220	Quik-Brik (Basis of Design)	15
04340	Reinforced Unit Masonry System	6
04680	Manufactured Masonry Veneer	5
DIVISION 5 - METALS		
05210	Steel Joist	6
05300	Steel Deck	4
05999	Miscellaneous Metals & Fabrication	5
DIVISION 6 - WOOD AND PLASTICS		
06100	Rough Carpentry	4
06200	Finish Carpentry	6
06410	Custom Casework	5
DIVISION 7 - THERMAL AND MOISTURE PROTECTION		
07160	Bituminous Dampproofing	4
07190	Moisture Barrier	2
07200	Insulation	3
07214	Foamed In-Place Masonry Wall Insulation	2
07222	Roof Cover Board	4
07250	Weather Barriers	11
07410	Preformed Metal Standing Seam Roofing	8
07420	Aluminum Composite Material	10
07424	Composite Wall Panels	10
07545	TPO Membrane Roofing	11
07620	Sheet Metal Flashing and Trim	6
07900	Joint Sealers	4

<u>Section Number</u>		<u>No. Of Pages</u>
DIVISION 8 - DOORS AND WINDOWS		
08100	Steel Doors & Frames	7
08110	Hollow Metal Doors and Frames	4
08211	Flush Wood Doors	5
08360	Overhead Doors	8
08410	Aluminum Entrances and Storefronts	16
08520	Aluminum Windows	5
08710	Finish Hardware	6
08800	Glazing	4
DIVISION 9 - FINISHES		
09222	Cement Plaster on Metal Lath & Concrete	7
09260	Gypsum Board Systems	5
09306	Floor Tile	5
09307	Wall Tile	5
09511	Suspended Acoustical Ceiling	6
09900	Painting	6
09980	Coating and Concrete Masonry	8
09999	Sto Quick Gold Finish System	4
DIVISION 10 - SPECIALTIES		
10440	Specialty Signs	3
10800	Toilet Accessories	3
DIVISION 11 - EQUIPMENT (Not Used)		
DIVISION 12 - FURNISHINGS (Not Used)		
DIVISION 13 - SPECIAL CONSTRUCTION (Not Used)		
DIVISION 14 - CONVEYING SYSTEMS (Not Used)		
DIVISION 15 - MECHANICAL		
15010	Basic Mechanical Requirements	13
15055	Motors	6
15060	Hangers & Supports	11
15075	Mechanical Identification	4
15082	Plumbing Insulation	18
15110	Valves	15
15140	Domestic Water Piping	9
15150	Sanitary Waste and Venting Piping	9

<u>Section Number</u>		<u>No. Of Pages</u>
15155	Drainage Piping Specialties	10
15183	Refrigerant Piping	13
15260	Piping Insulation	8
15290	Ductwork Insulation	4
15400	Testing of Piping Systems	2
15410	Plumbing Piping	6
15430	Plumbing Specialties	5
15440	Plumbing Fixtures	4
15441	Domestic Water Pumps	7
15485	Electric Water Heaters	8
15738	Split Systems Air Conditioning Unit	8
15815	Metal Ducts	15
15820	Ductwork Accessories	11
15855	Diffusers, Registers & Grilles	5
15861	Air Filters	5
15990	Testing, Adjusting, and Balancing	6
DIVISION 16 - ELECTRICAL		
16010	Basic Electrical Requirements	3
16060	Grounding and Bonding for Electrical Systems	6
16073	Hangers and Supports for Electrical System	4
16111	Conduit	6
16120	Building Wire and Cable	5
16130	Boxes	4
16141	Wiring Devices	6
16160	Cabinets and Enclosures	3
16195	Electrical Identification	2
16321	Engine Generators	14
16420	Service Entrance	1
16440	Disconnect Switches	3
16470	Panelboards	4
16500	Lighting Fixtures	7
16721	Fire Alarm and Detection Systems	4

List of subcontractors
New Port Richey Fire Station

Certified Site Work
T3 Construction
United Steel
Star Quality
Alpha Roofing
Miner Doors
All phase glass and mirror
MB Drywall
Stoneworks
Construction Ahead
Dunedin Floors
Affordable Acoustics
C & C painting
Environmental Graphics
Rolling oak
Gear Grid
James Blind
Appliance Connections
Bella Plumbing
Piper Fire
Tropic Kool
AAA Electrical Contractors

This list is intellectual property
of E & L Construction Group

AIA Document A312™ – 2010

Performance Bond

Bond No.107762336

CONTRACTOR:

(Name, legal status and address)
E&L Construction Group, Inc.

3040 Airpark Drive South
Flint, MI 48507

OWNER:

(Name, legal status and address)

City of New Port Richey
5919 Main Street
New Port Richey, FL 34652

CONSTRUCTION CONTRACT

Date: January 12, 2023

Amount: Four Million Two Hundred Ninety Thousand Seventy-four And No/100THSDollars (\$4,290,074.00)

Description: Fire Station No. 2
(Name and location)

SURETY:

(Name, legal status and principal place
of business)

Travelers Casualty and Surety Company of America
One Tower Square
Hartford, CT 06183

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

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

AIA Document A312-2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

BOND

Date: March 9, 2023

(Not earlier than Construction Contract Date)

Amount: Four Million Two Hundred Ninety Thousand Seventy-four And No/100THSDollars (\$4,290,074.00)

Modifications to this Bond: None See Section 16

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)
E&L Construction Group, Inc.

Signature: 
Name: **GREG KRUEGER**
and Title: **PRESIDENT & CEO**

(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT/BROKER:

Gunn Hurley, LLC
888 E. South Boulevard, Suite 200
Rochester Hills, MI, (248) 519-1432

SURETY

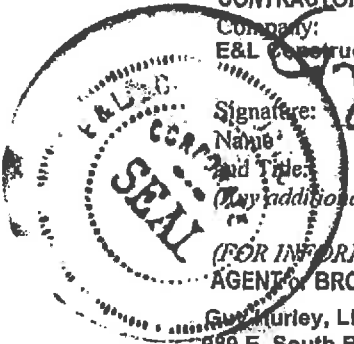
Company: (Corporate Seal)

Travelers Casualty and Surety Company of America

Signature: 
Name: **Nicholas Ashburn**
and Title: **Attorney-in-Fact**

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)



§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 Balance of the Contract Price. The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 Contractor Default. Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company:

(Corporate Seal)

SURETY

Company:

(Corporate Seal)

Signature: _____

Name and Title:

Address

Signature: _____

Name and Title:

Address

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

AIA[®] Document A312[™] – 2010

Payment Bond

Bond No. 107762336

CONTRACTOR:
(Name, legal status and address)
E&L Construction Group, Inc.
3040 Airpark Drive South
Flint, MI 48507

SURETY:
(Name, legal status and principal place of business)
Travelers Casualty and Surety Company of America

One Tower Square
Hartford, CT 06183

OWNER:
(Name, legal status and address)

City of New Port Richey
5919 Main Street
New Port Richey, FL 34652

CONSTRUCTION CONTRACT
Date: January 12, 2023

Amount: Four Million Two Hundred Ninety Thousand Seventy-four And No/100THSDollars (\$4,290,074.00)

Description: Fire Station No. 2
(Name and location)

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

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

AIA Document A312-2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

BOND

Date: March 9, 2023
(Not earlier than Construction Contract Date)

Four Million Two Hundred Ninety Thousand Seventy-four And No/100THSDollars (\$4,290,074.00)

Amount:

Modifications to this Bond: None See Section 18

CONTRACTOR AS PRINCIPAL
Company: (Corporate Seal)
E&L Construction Group, Inc.

SURETY
Company: (Corporate Seal)
Travelers Casualty and Surety Company of America

Signature: 
Name and Title: **GREG KRUEGER**
PRESIDENT & CEO
(Any additional signatures appear on the last page of this Payment Bond.)

Signature: 
Name and Title: **Nicholas Ashburn**
Attorney-in-Fact

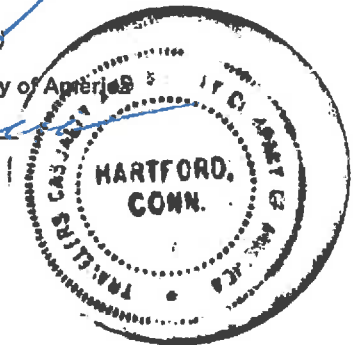
(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

Guy Hurley, LLC
989 E. South Boulevard, Suite 200
Rochester Hills, MI, (248) 519-1432
(248) 519-1432

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)



§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company:

(Corporate Seal)

SURETY

Company:

(Corporate Seal)

Signature: _____

Name and Title: _____

Address _____

Signature: _____

Name and Title: _____

Address _____

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.



Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Nicholas Ashburn, Anne M Barick, Robert D Heuer, Paul Hurley, Michael D Lechner, Mark Madden, Richard S McGregor, and Holly Nichols of Rochester Hills, Michigan, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 21st day of April, 2021.



State of Connecticut

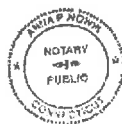
By: 
 Robert L. Raney, Senior Vice President

City of Hartford ss.

On this the 21st day of April, 2021, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2026




 Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 9th day of March, 2023




 Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
 Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

DESCRIPTIONS (Continued from Page 1)

Installation Floater Coverage: \$100,000 Limit - \$2,500 Deductible

Project: E&L Job #23046-New Port Richey Fire Station #2

City of New Port Richey and Spring Engineering, Inc are Additional Insured with respects to the General Liability. (3/23)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY CHANGES

Policy Change
Number

POLICY NUMBER ER74125286	POLICY CHANGES EFFECTIVE From 03/27/2023 to 03/27/2024	COMPANY American Zurich Insurance Company
NAMED INSURED E & L Construction Group, Inc. 3040 Airpark Drive South Flint, MI 48507		AUTHORIZED REPRESENTATIVE US ASSURE INSURANCE SERVICES OF FLORIDA, INC. P.O. BOX 10197 JACKSONVILLE, FL 32247-0197
COVERAGE PARTS AFFECTED Builders Risk Coverage		
CHANGES		
2022-2023 FIGA Regular Asmt: 1.3% \$145.57 2022 FIGA Regular Assessment: 0.7% \$78.39		

Authorized Representative Signature

BUILDERS RISK COVERAGE SUPPLEMENTAL DECLARATIONS

Policy Number: ER74125286

Policy Type: Reporting Form (continuous policy) OR One Shot (non-reporting form/single structure policy)

ADDITIONAL COVERAGES (COVERAGE FORM)

LIMIT OF INSURANCE

a. Collapse	Included
b. Scaffolding, Construction Forms And Temporary Structures	\$ 50,000
Re-erection Of Scaffolding	\$ 25,000
c. Debris Removal	\$ 50,000
d. Back-Up Or Overflow Of Sewers, Drains Or Sumps	\$ 25,000
e. Fire Department Service Charge	\$ 25,000
f. Valuable Papers And Records	\$ 50,000
g. Pollutant Clean-Up And Removal	\$ 25,000
h. Ordinance Or Law – Direct Damage	
Loss To The Undamaged Portion Of The Building	Included
Demolition Cost	\$ 1,000,000
Increased Cost Of Construction	\$ 1,000,000
Combined Aggregate For Demolition Cost And Increased Cost Of Construction	\$ 1,000,000
i. Preservation Of Property	Included
j. Rewards	\$ 25,000
k. Property At A Temporary Storage Location	\$ 214,524
l. Property In Transit	\$ 214,524
m. Claim Preparation Expense	\$ 10,000
n. Contract Penalties	\$ 25,000

OPTIONAL ADDITIONAL COVERAGES (ENDORSEMENTS)

<input type="checkbox"/> Business Income (HBIS-95)	\$
Anticipated Project Completion Date	
Monthly Limit Of Indemnity	(fraction)
Deductible Period	days
Civil Authority	
<input type="checkbox"/> Business Income And Extra Expense (HBIS-82)	\$
Anticipated Project Completion Date	
Monthly Limit Of Indemnity	(fraction)
Deductible Period	days
Business Income	
Extra Expense	
Civil Authority	
<input type="checkbox"/> Development Or Subdivision Fences, Walls And Signs (HBIS-58)	\$
<input type="checkbox"/> Expediting Expense (HBIS-93)	\$
<input type="checkbox"/> Extra Expense (HBIS-92)	\$
<input type="checkbox"/> Marine Model Home Contents Coverage (<input type="checkbox"/> HBIS-52 – OR -- <input type="checkbox"/> HBIS-77)	\$
<input type="checkbox"/> Soft Costs Coverage (HBIS-88)	\$
Anticipated Project Completion Date	
Deductible Period	
Expense To Mitigate Loss	days
Civil Authority	
<input type="checkbox"/> Builders Risk Green Building (HBIS-96)	
Limit Of Liability	\$
"LEED® Building Rating"	

Policy Number ER74125286

SCHEDULE OF FORMS AND ENDORSEMENTS

Named Insured: E & I. Construction Group, Inc.

Effective Date: 03/27/2023

12:01 A.M., Standard Time

Agent Name: US ASSURE INSURANCE SERVICES OF FLORIDA, INC.

Agent No.: A0016584

FM170001(04/10), IL1201(11/85), HBIS-91(01/20), U-GU-619-A CW(10/02), U-GU-319-F(01/09), 40471(01/20), HBIS-1(04/09), HBIS-43(01/20), HBIS-67(01/20), HBIS-65(04/09), HBIS-83(06/17), HBIS-84(04/09), U-GU-630-E CW(01/20), U-GU-767-B CW(01/15), IL0003(09/08), CM0001(09/04), IL0175(09/07), CM0116(05/22), IL0017(11/98), IL0255(03/16), 1001NR(01/20), U-GU-1191-A CW(03/15)

U-GU-619-A CW (10/02)



ZURICH[®]

Important Notice – In Witness Clause

In return for the payment of premium, and subject to the terms of this policy, coverage is provided as stated in this policy. IN WITNESS WHEREOF, this Company has executed and attested these presents and, where required by law, has caused this policy to be countersigned by its duly Authorized Representative(s).

[

]

President

[

]

Corporate Secretary

QUESTIONS ABOUT YOUR INSURANCE? Your agent or broker is best equipped to provide information about your insurance. Should you require additional information or assistance in resolving a complaint, call or write to the following (please have your policy or claim number ready):

Zurich in North America
Customer Inquiry Center
1299 Zurich Way
Schaumburg, Illinois 60196-1056
1-800-382-2150 (Business Hours: 8am - 4pm [CT])
Email: info.source@zurichna.com



NEW PORT RICHEY
PUBLIC WORKS

COMMITTED TO SERVICE

OUR MISSION: TO PROVIDE RESPONSIVE, PROFESSIONAL, AND COURTEOUS SERVICE TO THE PUBLIC

6132 PINE HILL ROAD • PORT RICHEY, FL 34668 • 727.841.4536

March 8, 2023

Mr. Greg Krueger
E&L Construction Group Inc.
3040 Airpark Drive South,
Flint, MI. 48507

RE: Notice of Award – ITB23-007 - Fire Station No. 2 Relocation Project

Dear Mr. Krueger

At its regular meeting on March 7, 2023, the New Port Richey City Council approved a contract award for the above-referenced project to E&L Construction Group Inc. in the amount not to exceed \$4,290,074.00. Accordingly, please provide us with the insurance certification requirements, and performance and payment bonds submitted to the City and the signed Agreement.

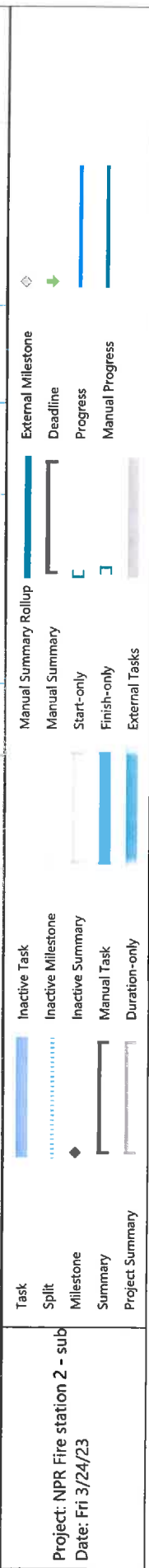
The City looks forward to working with E&L Construction Group Inc. during this project. Should you require additional information or have any questions, please feel free to contact me.

Sincerely,

Martin Field

Martin Field
Construction Services Manager

ID	Task	Task Name	Duration	Start	3/31
1	★	Required Submittals - Mobilization	0 days	Fri 3/31/23	
2	★	Termite Submittal Receive	14 days	Fri 3/31/23	
3	★	Termite Submittal Review & Return	14 days	Thu 4/20/23	
4	★	Sitework - receive	14 days	Fri 3/31/23	
5	★	Sitework - review and return	14 days	Tue 5/2/23	
6	★	Storm Drainage Pipes	14 days	Wed 4/12/23	
7	★	precast Catch basins	14 days	Wed 4/12/23	
8	★	Gratings	14 days	Wed 4/12/23	
9	★	Pipe Connector seals	14 days	Wed 4/12/23	
10	★	End Sections	14 days	Thu 4/20/23	
11	★	Asphalt Mix design and site conformation from Plant	14 days	Wed 4/12/23	
12	★	Landscape and Irrigation Submittal Receive	14 days	Fri 3/31/23	
13	★	Landscape and Irrigation Submittal Return	14 days	Wed 5/10/23	
14	★	Certificate of inspection for Landscaping	14 days	Thu 4/20/23	
15	★	Manufacturers or vendors certified analysis for soil amendments and fertilizer	14 days	Thu 4/20/23	
16	★	Data substantiating that materials comply with landscaping requirements	14 days	Thu 4/20/23	
17	★	Concrete Submittal Receive	14 days	Fri 3/31/23	
18	★	Concrete Submittal Return	14 days	Wed 5/10/23	
19	★	CIP Concrete - Joint devices, attachment accessories and admixtures	14 days	Thu 4/20/23	
20	★	Polished Concrete Submittal Received	14 days	Fri 3/31/23	
21	★	Polished Concrete Submittal Return	14 days	Tue 5/2/23	
22	★	Polished and Sealed Concrete - Mfg, technical data sheets and installation instruction for each product specified	14 days	Thu 4/20/23	



Project: NPR Fire station 2 - sub
Date: Fri 3/24/23

Page 1

Legend:

- Task
- Split
- Milestone
- Summary
- Project Summary
- Inactive Task
- Inactive Milestone
- Inactive Summary
- Manual Task
- Duration-only
- Manual Summary Rollup
- Manual Summary
- Start-only
- Finish-only
- External Tasks
- External Milestone
- Deadline
- Progress
- Manual Progress

ID	Task	Task Name	Duration	Start	End
23	★	Polished and sealed concrete - Samples for Initial Selection	14 days	Thu 4/20/23	Thu 5/4/23
24	★	Polished and Sealed Concrete - Qualification Data/Quality Assurance	14 days	Thu 4/20/23	Thu 5/4/23
25	★	Concrete Curing - Product Data on Curing Compounds, compatibilities and limitations	14 days	Thu 4/20/23	Thu 5/4/23
26	★	Masonry Submittal Received	14 days	Fri 3/31/23	Thu 5/4/23
27	★	Masonry Submittal Returned	14 days	Wed 5/10/23	Thu 5/4/23
28	★	Mortar and Masonry Grout - Mix Design	14 days	Thu 4/20/23	Thu 5/4/23
29	★	Mortar and Masonry Grout - Reports and test evaluations	14 days	Thu 4/20/23	Thu 5/4/23
30	★	Mortar and Masonry Grout - Conformance and test reports to ASTM C 476	14 days	Thu 4/20/23	Thu 5/4/23
31	★	Face Brice - Product data and evaluation reports	14 days	Thu 4/20/23	Thu 5/4/23
32	★	Face Brick - Shop Drawings - elevations	14 days	Thu 4/20/23	Thu 5/4/23
33	★	Face Brick - Samples	14 days	Thu 4/20/23	Thu 5/4/23
34	★	Mock Up 4 x 4	1 day	Thu 4/20/23	Thu 4/20/23
35	★	Masonry Submittal Received	14 days	Fri 3/31/23	Thu 5/4/23
36	★	Masonry Submittal Returned	14 days	Wed 5/10/23	Thu 5/4/23
37	★	Masonry veneer - product Data, Samples, Proof of Mfg qualification, Proof of installer qualifications, installation	14 days	Thu 4/20/23	Thu 5/4/23
38	★	Mock up 4 x 4 sample	1 day	Thu 4/20/23	Thu 4/20/23
39	★	Steel Submittal Received	14 days	Fri 3/31/23	Thu 5/4/23
40	★	Steel Submittal Returned	14 days	Wed 5/10/23	Thu 5/4/23
41	★	Steel Joists - Product Data	14 days	Thu 4/20/23	Thu 5/4/23
42	★	Steel Joists - shop Drawings	14 days	Thu 4/20/23	Thu 5/4/23

Project: NPR Fire station 2 - sub
Date: Fri 3/24/23

Page 2

Legend:

- Task: Solid blue bar
- Split: Dotted blue bar
- Milestone: Diamond symbol
- Summary: Thick blue bar
- Project Summary: Thin blue bar
- Inactive Task: Light blue bar
- Inactive Milestone: Dotted light blue bar
- Inactive Summary: Thin light blue bar
- Manual Task: Blue bar with white outline
- Duration-only: Thin grey bar
- Manual Summary Rollup: Blue bar with white outline
- Manual Summary: Thick blue bar
- Start-only: Blue bar with white outline
- Finish-only: Blue bar with white outline
- External Tasks: Thin grey bar
- External Milestone: Diamond symbol
- Deadline: Thin blue bar
- Progress: Blue bar with white outline
- Manual Progress: Thin blue bar

ID	Task	Task Name	Start	Duration
43	★	Steel Joist - evidence of steel joist compliance with building code in effect for project from a model code organization	Thu 4/20/23	14 days
44	★	Steel Deck - Shop Drawings	Thu 4/20/23	14 days
45	★	Steel Deck - Mfg. Certifications	Thu 4/20/23	14 days
46	★	Steel Deck Mechanical Fastener Layout and design data for steel deck	Thu 4/20/23	14 days
47	★	Steel Deck Fastener Identification information	Thu 4/20/23	14 days
48	★	Misc Metal - Shop drawings	Thu 4/20/23	14 days
49	★	Casework Submittal Received	Fri 3/31/23	14 days
50	★	Casework Submittal Returned	Wed 5/10/23	14 days
51	★	Casework - Shop Drawings	Thu 4/20/23	14 days
52	★	Casework Samples - 2 12 x 12 samples - cabinet finish	Thu 4/20/23	14 days
53	★	Casework Samples - 2 12 x 12 samples counter top finishes	Thu 4/20/23	14 days
54	★	Casework Samples 2 - same of drawer pulls, hinges etc	Thu 4/20/23	14 days
55	★	Roofing Submittal Received	Fri 3/31/23	14 days
56	★	Roofing Submittal Returned	Wed 5/10/23	14 days
57	★	Bituminous Dampproofing - Product data - certification	Thu 4/20/23	14 days
58	★	Moisture Barrier - Samples, mfg product data, test reports and materials	Thu 4/20/23	14 days
59	★	Roof Cover board - Product Data and Installation instructions	Thu 4/20/23	14 days
60	★	Weather barriers submittal received	Fri 3/31/23	14 days
61	★	Weather barriers submittal returned	Wed 5/10/23	14 days

Project: NPR Fire station 2 - sub
Date: Fri 3/24/23

Legend:

- Task: Solid blue bar
- Split: Dotted blue bar
- Milestone: Diamond symbol
- Summary: Solid grey bar
- Project Summary: Solid grey bar with outline
- Inactive Task: Dashed blue bar
- Inactive Milestone: Dotted grey bar
- Inactive Summary: Dotted grey bar
- Manual Task: Solid blue bar with outline
- Duration-only: Solid grey bar
- Manual Summary Rollup: Solid blue bar with outline
- Manual Summary: Solid grey bar with outline
- Start-only: Solid blue bar with outline
- Finish-only: Solid blue bar with outline
- External Tasks: Solid grey bar with outline
- External Milestone: Solid blue bar with outline
- Deadline: Solid blue bar with outline
- Progress: Solid blue bar with outline
- Manual Progress: Solid blue bar with outline

ID	Task	Task Name	Duration	Start	Mar. 12, '23	Mar. 19, '23	Mar. 26, '23	Apr. 2, '23	Apr. 9, '23	Apr. 16, '23	Apr. 23, '23	Apr. 30, '23	May 7, '23	May 14, '23	May 21, '23	May 28, '23	Jun 4, '23
62	★	Weather Barriers - Product Data, mfgs and teratin substrate, technical data	14 days	Thu 4/20/23													
63	★	Weather Barriers - Shop Drawings	14 days	Thu 4/20/23													
64	★	Weather Barriers - Samples	14 days	Thu 4/20/23													
65	★	Weather Barriers - Product Certificates	14 days	Thu 4/20/23													
66	★	Weather Barriers - Qualification Data for Applicator	14 days	Thu 4/20/23													
67	★	Weather Barrier - Product Test Report	14 days	Thu 4/20/23													
68	★	Weather Barrier - Sample Warranty	14 days	Thu 4/20/23													
69	★	Wather Barrier - Mock up	14 days	Thu 4/20/23													
70	★	Standing Seam Roof - Shop Drawings	14 days	Thu 4/20/23													
71	★	Standing Seam Roof - Fabrication and Installation layouts of metal roof panels etc	14 days	Thu 4/20/23													
72	★	Standing Seam - Color Samples	14 days	Thu 4/20/23													
73	★	Standing Seam Roofing - Coordination Drawings	14 days	Thu 4/20/23													
74	★	ACM Panel Submittal Received	14 days	Fri 3/31/23													
75	★	ACM Panel Submittal Returned	14 days	Wed 5/10/23													
76	★	ACM Panels - two samples of each color or finish	14 days	Thu 4/20/23													
77	★	ACM - 2 Samples of Vapor permeable air and water barrier	14 days	Thu 4/20/23													
78	★	Composite Wall Panels - Product Data	14 days	Thu 4/20/23													
79	★	Composite Wall Panels - Shop Drawings	14 days	Thu 4/20/23													
80	★	Composite Wall Panels - Samples - Color	14 days	Thu 4/20/23													
81	★	Composite Wall Panels - Samples actual par	14 days	Thu 4/20/23													
82	★	TPO Roofing - product Data	14 days	Thu 4/20/23													

Project: NPR Fire station 2 - sub
Date: Fri 3/24/23

Task
Split
Milestone
Summary
Project Summary
Inactive Task
Inactive Milestone
Inactive Summary
Manual Task
Duration-only

Manual Summary Rollup
Manual Summary
Start-only
Finish-only
External Tasks

External Milestone
Deadline
Progress
Manual Progress

ID	Task	Task Name	Start	Duration
83	★	TPO Roofing Mfg Data sheet	Thu 4/20/23	14 days
84	★	TPO Detail Drawings	Thu 4/20/23	14 days
85	★	TPO - Color Chips	Thu 4/20/23	14 days
86	★	TPO 2.Samples 4 x 4 - verification Samples	Thu 4/20/23	14 days
87	★	Sheet Metal Flashing - Product Data	Thu 4/20/23	14 days
88	★	Sheet Metal Flashing - Shop Drawings	Thu 4/20/23	14 days
89	★	Joint Sealants - Product Data	Thu 4/20/23	14 days
90	★	Joint Sealants - Samples	Thu 4/20/23	14 days
91	★	Joint Sealants - Mfg Installation instructions	Thu 4/20/23	14 days
92	★	Door submittal Received	Fri 3/31/23	14 days
93	★	Door Submittal Returned	Wed 5/10/23	14 days
94	★	Steel doors and Frames - Shop drawings	Thu 4/20/23	14 days
95	★	Steel Doors and Frames - Templates for Hardware	Thu 4/20/23	14 days
96	★	Steel Doors and Frames - mfg cut sheets	Thu 4/20/23	14 days
97	★	Hollow metal doors and frames - Shop Drawings	Thu 4/20/23	14 days
98	★	Hollow metal doors and frames - Labels	Thu 4/20/23	14 days
99	★	Flush Wood Doors - Product Data	Thu 4/20/23	14 days
100	★	Flush Wood Doors - Shop Drawings	Thu 4/20/23	14 days
101	★	Overhead Door Submittal Received	Fri 3/31/23	14 days
102	★	Overhead Door Submittal Returned	Thu 4/20/23	14 days
103	★	Overhead doors - Mfg Data Sheet	Thu 4/20/23	14 days
104	★	Overhead Doors - Shop Drawings	Wed 5/10/23	14 days
105	★	Overhead Doors - Color Chips	Thu 4/20/23	14 days
106	★	Overhead Doors Verification Samples	Thu 4/20/23	14 days

Project: NPR Fire station 2 - sub
Date: Fri 3/24/23

Task

- Task
- Split
- Milestone
- Summary
- Project Summary

Inactive Task

- Inactive Milestone
- Inactive Summary
- Manual Task
- Duration-only

Manual Summary Rollup

- Manual Summary
- Start-only
- Finish-only
- External Tasks

External Milestone

- Deadline
- Progress
- Manual Progress

ID	Task	Task Name	Duration	Start	Mar. 12, '23	Mar. 19, '23	Mar. 26, '23	Apr. 2, '23	Apr. 9, '23	Apr. 16, '23	Apr. 23, '23	Apr. 30, '23	May 7, '23	May 14, '23	May 21, '23	May 28, '23	Jun 4, '23
107	★	Glass, Glazing and Storefront Submittal Received	14 days	Fri 3/31/23													
108	★	Glass, Glazing and Storefront Submittal Returned	14 days	Thu 4/20/23													
109	★	Aluminum Storefront - Shop Drawings	14 days	Thu 4/20/23													
110	★	Aluminum Storefront - Sampels 3 sets metal finish	14 days	Thu 4/20/23													
111	★	Aluminum storefront - Florida product Approval	14 days	Thu 4/20/23													
112	★	Aluminum Storefront - Filed Test Report	14 days	Thu 4/20/23													
113	★	Aluminum storefront - Product Test Report	14 days	Thu 4/20/23													
114	★	Aluminum Storefront - Maintenance Instructions	14 days	Thu 4/20/23													
115	★	Aluminum Storefront - Preconstruction Sealant Compatibility and adhesion	14 days	Thu 4/20/23													
116	★	Aluminum Windows - Shop Drawings	14 days	Thu 4/20/23													
117	★	Aluminum Windows - Product Data	14 days	Thu 4/20/23													
118	★	Aluminum Windows Samples	14 days	Thu 4/20/23													
119	★	Glazing - Sample 12 inc square of each type of glass	14 days	Thu 4/20/23													
120	★	Glazing - Compatibility and adhesion test reports	14 days	Thu 4/20/23													
121	★	Plaster/Lath/Stucco Sample Submittal Received	14 days	Fri 3/31/23													
122	★	Plaster/Lath/Stucco Sample Submittal Returned	14 days	Thu 4/20/23													
123	★	Plaster on Lath - Stucco samples by finish	14 days	Thu 4/20/23													
124	★	Gypsum Submittal Received	14 days	Fri 3/31/23													
125	★	Gypsum Submittal Returned	14 days	Thu 4/20/23													
Task Legend Task: Solid Blue Bar Split: Dotted Blue Bar Milestone: Diamond Summary: U-shaped Bar Project Summary: Grey Bar Inactive Task: Light Blue Bar Inactive Milestone: Dotted Light Blue Bar Inactive Summary: U-shaped Light Blue Bar Manual Task: Blue Bar with U-shape Duration-only: Grey Bar with U-shape																	
Project: NPR Fire station 2 - sub Date: Fri 3/24/23					Legend Manual Summary Rollup: Blue Bar with U-shape Manual Summary: Blue Bar with U-shape Start-only: Blue Bar with U-shape Finish-only: Blue Bar with U-shape External Tasks: Grey Bar with U-shape External Milestone: Diamond Deadline: Blue Bar with U-shape Progress: Blue Bar with U-shape Manual Progress: Blue Bar with U-shape												

ID	Task	Task Name	Duration	Start
126	★	Gypsum Board - Shop Drawings	14 days	Thu 4/20/23
127	★	Gypsum Board - Product Data	14 days	Thu 4/20/23
128	★	Flooring Submittal Received	14 days	Fri 3/31/23
129	★	Flooring Submittal Returned	14 days	Thu 4/20/23
130	★	Floor Tile - Shop Drawings	14 days	Thu 4/20/23
131	★	Floor Tile - Product Data	14 days	Thu 4/20/23
132	★	Floor Tile - Manufacturer Certificate	14 days	Thu 4/20/23
133	★	Wall Tile - Shop Drawings	14 days	Thu 4/20/23
134	★	Wall Tile - Product data	14 days	Thu 4/20/23
135	★	Wall Tile - Manufactured Certificate	14 days	Thu 4/20/23
136	★	Acoustical Ceiling Tile Submittal Received	14 days	Fri 3/31/23
137	★	Acoustical Ceiling Tile Submittal Returned	14 days	Thu 4/20/23
138	★	Suspended ACT - Shop Drawings	14 days	Thu 4/20/23
139	★	Suspended ACT - Product Data	14 days	Thu 4/20/23
140	★	Suspended ACT - Samples of grid and tile	14 days	Thu 4/20/23
141	★	Suspended ACT - Mfg Installation Instruction	14 days	Thu 4/20/23
142	★	Painting Submittal Received	14 days	Fri 3/31/23
143	★	Painting Submittal Returned	14 days	Thu 4/20/23
144	★	Painting - Product Data	14 days	Thu 4/20/23
145	★	Painting - Samples	14 days	Thu 4/20/23
146	★	Painting - Wall Surfaces	14 days	Thu 4/20/23
147	★	Painting - Extra Materials	14 days	Thu 4/20/23
148	★	Coatings for Concrete and Masonry - Product Data	14 days	Thu 4/20/23
149	★	Coatings for Concrete and Masonry - Two sets of color chips	14 days	Thu 4/20/23

Mar. 12, '23; Mar. 19, '23; Mar. 26, '23; Apr. 2, '23; Apr. 9, '23; Apr. 16, '23; Apr. 23, '23; Apr. 30, '23; May 7, '23; May 14, '23; May 21, '23; May 28, '23; Jun 4, '23

Project: NPR Fire station 2 - sub
Date: Fri 3/24/23

Task: Solid blue bar
 Split: Dotted blue bar
 Milestone: Diamond icon
 Summary: U-shaped bar
 Project Summary: Grey bar
 Inactive Task: Light blue bar
 Inactive Milestone: Dotted light blue bar
 Inactive Summary: U-shaped light blue bar
 Manual Task: Blue bar with white outline
 Duration-only: Grey bar with white outline
 Manual Summary Rollup: Blue bar with white outline
 Manual Summary: U-shaped blue bar
 Start-only: Blue bar with white outline
 Finish-only: U-shaped blue bar with white outline
 External Tasks: Grey bar
 External Milestone: Diamond icon
 Deadline: Blue bar with white outline
 Progress: Blue bar with white outline
 Manual Progress: Blue bar with white outline

ID	Task	Task Name	Duration	Start	Start
150	★	Coatings for Concrete and Masonry	14 days	Wed	Mar 12, '23
151	★	Verification samples	14 days	5/10/23	Mar 19, '23
152	★	Coatings for Concrete and Masonry - Mock	14 days	Thu 4/20/23	Mar 26, '23
153	★	Sto Submittal Received	14 days	Fri 3/31/23	Apr 2, '23
154	★	Sto Submittal Returned	14 days	Thu 4/20/23	Apr 9, '23
155	★	Sto Quick Gold Finish System - Product Data	14 days	Thu 4/20/23	Apr 16, '23
156	★	Signs Submittal Received	14 days	Fri 3/31/23	Apr 23, '23
157	★	Signs Submittal Returned	14 days	Thu 4/20/23	Apr 30, '23
158	★	Specialty Signs - Shop Drawings	14 days	Thu 4/20/23	May 7, '23
159	★	Specialty Signs - Product Data	14 days	Thu 4/20/23	May 14, '23
160	★	Specialty Signs Samples	14 days	Thu 4/20/23	May 21, '23
161	★	Specialty Signs - Manufacturers Installation	14 days	Thu 4/20/23	May 28, '23
162	★	Toilet Accessories Submittal Received	14 days	Fri 3/31/23	Jun 4, '23
163	★	Toilet Accessories Submittal Returned	14 days	Thu 4/20/23	
164	★	Toilet accessories - Product Data	14 days	Thu 4/20/23	
165	★	Toilet Accessories - Setting Drawings	14 days	Thu 4/20/23	
166	★	Toilet Accessories - Color selections and options	14 days	Thu 4/20/23	
167	★	Mechanical Submittal Received	14 days	Fri 3/31/23	
168	★	Mechanical Submittal Returned	14 days	Wed 5/10/23	
169	★	Mechanical - Technical data etc	14 days	Thu 4/20/23	
170	★	Mechanical - Shop Drawings	14 days	Thu 4/20/23	
171	★	Mechanical - Equipment supports	14 days	Thu 4/20/23	
172	★	Motors - Product Data	14 days	Thu 4/20/23	
173	★	Motors - Shop Drawings	14 days	Thu 4/20/23	
174	★	Motors - Coordination Drawings	14 days	Thu 4/20/23	
175	★	Hangers and Supports - Product Data	14 days	Thu 4/20/23	

Project: NPR Fire station 2 - sub
Date: Fri 3/24/23

Task: Inactive Task

Split: Inactive Milestone

Milestone: Inactive Summary

Summary: Manual Task

Project Summary: Duration-only

Manual Summary Rollup: Manual Summary, Start-only, Finish-only, External Tasks

External Milestone: Deadline, Progress, Manual Progress

ID	Task	Task Name	Duration	Start	Mar. 12, '23	Mar. 19, '23	Mar. 26, '23	Apr. 2, '23	Apr. 9, '23	Apr. 16, '23	Apr. 23, '23	Apr. 30, '23	May 7, '23	May 14, '23	May 21, '23	May 28, '23	Jun 4, '23
175	★	Hanger and Supports - Shop Drawings	14 days	Thu 4/20/23													
176	★	Hanger and Supports - Welding	14 days	Thu 4/20/23													
177	★	Plumbing - Product data	14 days	Thu 4/20/23													
178	★	Plumbing - Shop Drawings	14 days	Thu 4/20/23													
179	★	Plumbing - Samples	14 days	Thu 4/20/23													
180	★	Plumbing - Qualification Data	14 days	Thu 4/20/23													
181	★	Plumbing - Material Test Reports	14 days	Thu 4/20/23													
182	★	Plumbing - Field quality Control Reports	14 days	Thu 4/20/23													
183	★	Plumbing - Piping Mock Up	14 days	Thu 4/20/23													
184	★	Plumbing valves- Product Data	14 days	Thu 4/20/23													
185	★	Domestic Water Piping - Product Data	14 days	Thu 4/20/23													
186	★	Domestic Water Piping - Water Samples	14 days	Thu 4/20/23													
187	★	Domestic Water Piping - Field quality control Test reports	14 days	Thu 4/20/23													
188	★	Sanitary Waste and Vent Piping - Product Data	14 days	Thu 4/20/23													
189	★	Sanitary Waste and Vent Piping Shop Drawings	14 days	Thu 4/20/23													
190	★	Sanitary Waste and Vent Piping Field quality control and test reports	14 days	Thu 4/20/23													
191	★	Drainage Piping Specialties - Product Data	14 days	Thu 4/20/23													
192	★	Drainage Piping Specialties - FOG Systems	14 days	Thu 4/20/23													
193	★	Drainage Piping Specialties - Grease Interceptors	14 days	Thu 4/20/23													
194	★	Drainage Piping - Grease removal devices	14 days	Thu 4/20/23													
195	★	Drainage Piping Oil Interceptors	14 days	Thu 4/20/23													
196	★	Refrigerant Piping - Product Data	14 days	Thu 4/20/23													
197	★	Refrigerant Piping shop Drawings	14 days	Thu 4/20/23													

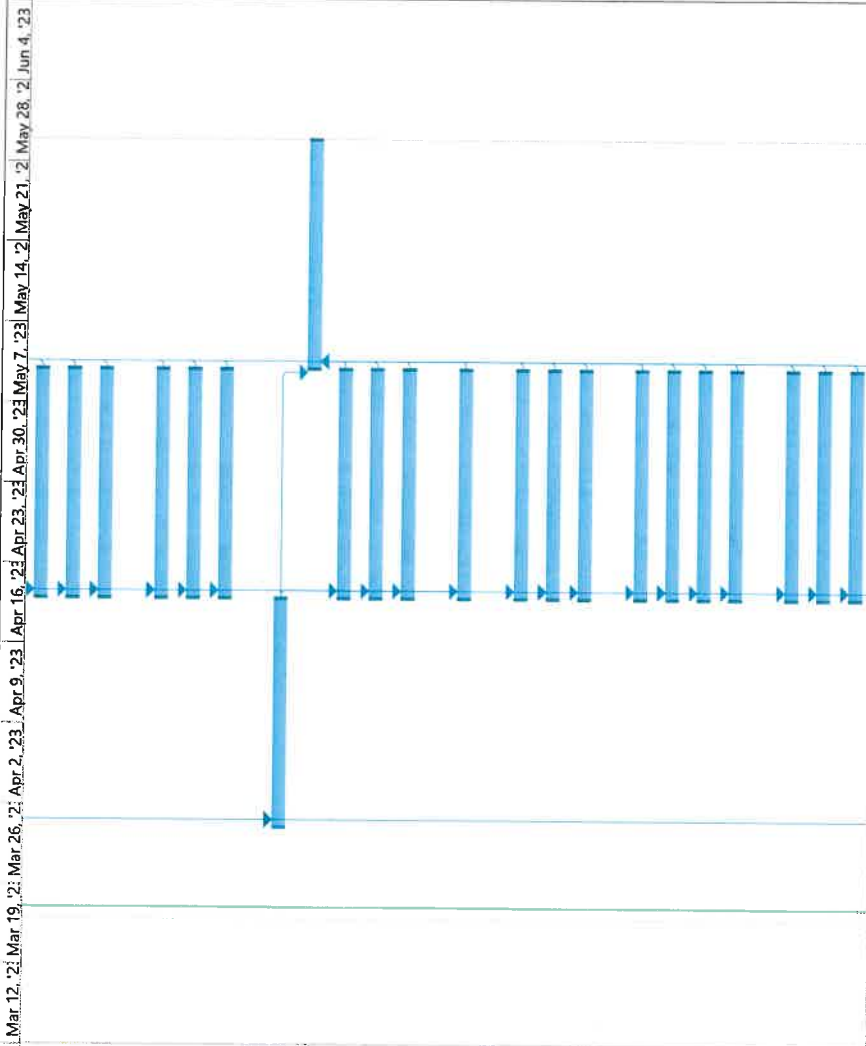
Project: NPR Fire station 2 - sub
Date: Fri 3/24/23

Legend:

- Task: Solid blue bar
- Split: Dotted blue bar
- Milestone: Diamond icon
- Summary: Thick blue bar
- Project Summary: Thin blue bar
- Inactive Task: Light blue bar
- Inactive Milestone: Dotted light blue bar
- Inactive Summary: Thin light blue bar
- Manual Task: Blue bar with white outline
- Duration-only: Thin grey bar
- Manual Summary Rollup: Blue bar with white outline
- Manual Summary: Blue bar with white outline
- Start-only: Blue bar with white outline
- Finish-only: Blue bar with white outline
- External Tasks: Blue bar with white outline
- External Milestone: Blue bar with white outline
- Deadline: Blue bar with white outline
- Progress: Blue bar with white outline
- Manual Progress: Blue bar with white outline

Page 9

ID	Task	Task Name	Start	Duration
198	★	Refrigerant Piping Welding Certificates	Thu 4/20/23	14 days
199	★	Refrigerant Piping Field Control Test Rports	Thu 4/20/23	14 days
200	★	Refrigerant Piping Operating and Maintenance Data	Thu 4/20/23	14 days
201	★	Piping Insulation - Product Data	Thu 4/20/23	14 days
202	★	Piping Insulation - Product Description	Thu 4/20/23	14 days
203	★	Piping Insulation Manufactureres installation instructions	Thu 4/20/23	14 days
204	★	HVAC Submittal Received	Fri 3/31/23	14 days
205	★	HVAC Submittal Returned	Wed 5/10/23	14 days
206	★	Ductwork insulation - Product data	Thu 4/20/23	14 days
207	★	Ductwork insulation - Product Description	Thu 4/20/23	14 days
208	★	Ductwork insulation - Manufacturers installation instructions	Thu 4/20/23	14 days
209	★	Ductwork Insulation - Product description and manufacturer instructions	Thu 4/20/23	14 days
210	★	Plumbing Piping - Product data	Thu 4/20/23	14 days
211	★	Plumbing Piping Data on Pipe materials	Thu 4/20/23	14 days
212	★	Plumbing specialties - Shop drawings and product data	Thu 4/20/23	14 days
213	★	Plumbing Fixtures - Product data	Thu 4/20/23	14 days
214	★	Domestic Water Pumps - Product data	Thu 4/20/23	14 days
215	★	Domestic Water Pumps - Shop Drawings	Thu 4/20/23	14 days
216	★	Domestic Waer Pumps Operation and Maintenance Data	Thu 4/20/23	14 days
217	★	Electric Water Heaters - Product Data	Thu 4/20/23	14 days
218	★	Electric Water Heaters - Shop Drawings	Thu 4/20/23	14 days
219	★	Electric Water Heaters - Product Certificate	Thu 4/20/23	14 days



Project: NPR Fire station 2 - sub
Date: Fri 3/24/23

Task Legend:

- Task: Solid blue bar
- Inactive Task: Dotted blue bar
- Split: Diamond symbol
- Milestone: Diamond symbol
- Summary: Bracket symbol
- Project Summary: Bracket symbol
- Inactive Milestone: Dotted blue bar
- Inactive Summary: Dotted blue bar
- Manual Task: Solid blue bar
- Duration-only: Dotted blue bar
- Manual Summary Rollup: Bracket symbol
- Manual Summary: Bracket symbol
- Start-only: Bracket symbol
- Finish-only: Bracket symbol
- External Tasks: Bracket symbol
- External Milestone: Diamond symbol
- Deadline: Bracket symbol
- Progress: Solid blue bar
- Manual Progress: Solid blue bar

ID	Task	Task Name	Duration	Start	Mar 12, '23	Mar 19, '23	Mar 26, '23	Apr 2, '23	Apr 9, '23	Apr 16, '23	Apr 23, '23	Apr 30, '23	May 7, '23	May 14, '23	May 21, '23	May 28, '23	Jun 4, '23
220	★	Electric Water Heaters - Seismic Qualification Data	14 days	Thu 4/20/23													
221	★	Electric Water Heater - Source Quality Control Test Reports	14 days	Thu 4/20/23													
222	★	Electric Water Heaters - Field Quality Control Test Reports	14 days	Thu 4/20/23													
223	★	Electric Water Heaters Operation and Maintenance Data	14 days	Thu 4/20/23													
224	★	Electric Water heater - Special Warranty	14 days	Thu 4/20/23													
225	★	Split System- Product Data	14 days	Thu 4/20/23													
226	★	Split System - Shop drawings	14 days	Thu 4/20/23													
227	★	Split System - Samples	14 days	Thu 4/20/23													
228	★	Split system - Field Quality Test Reports	14 days	Thu 4/20/23													
229	★	Split System - Operation and Maint Data	14 days	Thu 4/20/23													
230	★	Split System - Special Warranty	14 days	Thu 4/20/23													
231	★	Metal Ducts - Shop Drawings	14 days	Thu 4/20/23													
232	★	Metal Ducts Coordination Drawings	14 days	Thu 4/20/23													
233	★	Metal Ducts Weld Certs	14 days	Thu 4/20/23													
234	★	Metal Ducts Field Quality Control Test reports	14 days	Thu 4/20/23													
235	★	Metal Ducts - Mock up	14 days	Thu 4/20/23													
236	★	Ductwork Accessories - Product Data	14 days	Thu 4/20/23													
237	★	Ductwork Accessories - Shop Drawings	14 days	Thu 4/20/23													
238	★	Ductwork Accessories - Coordination Drawings	14 days	Thu 4/20/23													
239	★	Diffusers Registers and Grills - Product Data	14 days	Thu 4/20/23													
240	★	Diffusers Registers and Grills - Shop Drawing	14 days	Thu 4/20/23													
241	★	Diffusers Registers and Grills - Coordination Drawings	14 days	Thu 4/20/23													

Project: NPR Fire station 2 - sub
Date: Fri 3/24/23

Task: Inactive Task
Split: Inactive Milestone
Milestone: Inactive Summary
Summary: Manual Task
Project Summary: Duration-only

Manual Summary Rollup: Manual Summary, Start-only, Finish-only, External Tasks
External Milestone: Deadline, Progress, Manual Progress

ID	Task	Task Name	Duration	Start	Mar. 12, '23	Mar. 19, '23	Mar. 26, '23	Apr. 2, '23	Apr. 9, '23	Apr. 16, '23	Apr. 23, '23	Apr. 30, '23	May 7, '23	May 14, '23	May 21, '23	May 28, '23	Jun 4, '23
242	★	Diffusers Registers and Grills - Samples Colo	14 days	Thu 4/20/23													
243	★	Verification	14 days	Thu 4/20/23													
244	★	Air Filters Product Data	14 days	Thu 4/20/23													
245	★	Air Filters - Shop Drawings	14 days	Thu 4/20/23													
246	★	Air Filters - Operation and Maintenance Data	14 days	Thu 4/20/23													
247	★	Test and Balance - 2 copies of Data	14 days	Thu 4/20/23													
248	★	Electrical Submittal Received	14 days	Fri 3/31/23													
249	★	Electrical Submittal Returned	14 days	Thu 4/20/23													
250	★	Electrical - Grounding and Bonding - Product Data	14 days	Thu 4/20/23													
251	★	Electrical Hangers - Coordination Drawings	14 days	Thu 4/20/23													
252	★	Electrical Hangers - Seismic Qualification Certificates	14 days	Thu 4/20/23													
253	★	Electrical Hangers - Welding Certificates	14 days	Thu 4/20/23													
254	★	Electrical Hangers - Product Data	14 days	Thu 4/20/23													
255	★	Electrical Hanger - Shop Drawings	14 days	Thu 4/20/23													
256	★	Electrical Hanger - Design Calculations	14 days	Thu 4/20/23													
257	★	Electrical Cabinets and Enclosures - Product Data	14 days	Thu 4/20/23													
258	★	Electrical Cabinets and Enclosures - Shop Drawings	14 days	Thu 4/20/23													
259	★	Electrical Engine Generators Product Data	14 days	Thu 4/20/23													
260	★	Electrical Engine Generator Shop Drawings	14 days	Thu 4/20/23													
261	★	Electrical Disconnect Switch - Product Data	14 days	Thu 4/20/23													
262	★	Electrical Disconnect Switch - Outline Drawings	14 days	Thu 4/20/23													
263	★	Electrical Disconnect Switch - NEMA 250	14 days	Thu 4/20/23													

Project: NPR Fire station 2 - sub
Date: Fri 3/24/23

Task: Inactive Task
Split: Inactive Milestone
Milestone: Inactive Summary
Summary: Manual Task
Project Summary: Duration-only

Manual Summary Rollup: Manual Summary, Start-only, Finish-only, External Tasks
External Milestone: Deadline, Progress, Manual Progress

ID	Task	Task Name	Duration	Start	Mar. 12, '23	Mar. 19, '23	Mar. 26, '23	Apr. 2, '23	Apr. 9, '23	Apr. 16, '23	Apr. 23, '23	Apr. 30, '23	May 7, '23	May 14, '23	May 21, '23	May 28, '23	Jun 4, '23
264	★	Electrical Panel Boards - Shop Drawings	14 days	Thu 4/20/23													
265	★	Electrical Panel Boards - Outline and support point dimensions	14 days	Thu 4/20/23													
266	★	Electrical Lighting Fixtures - Product Data	14 days	Thu 4/20/23													
267	★	Electrical Lighting Fixtures - Technical Data	14 days	Thu 4/20/23													
268	★	Electrical Lighting Fixtures - factory Calculations	14 days	Thu 4/20/23													
269	★	Electrical Lighting - Catalog Cuts	14 days	Thu 4/20/23													
270	★	Electrical Lighting Fixtures - Maintenance Da	14 days	Thu 4/20/23													
271	★	Fire Alarm - As Built drawings	14 days	Thu 4/20/23													
272	★	Fire Alarm - Training	14 days	Thu 4/20/23													



Project: NPR Fire station 2 - sub
Date: Fri 3/24/23

Task	Inactive Task	External Milestone
Split	Inactive Milestone	Deadline
Milestone	Inactive Summary	Progress
Summary	Manual Task	Manual Progress
Project Summary	Duration-only	
	Manual Summary Rollup	
	Manual Summary	
	Start-only	
	Finish-only	
	External Tasks	

APPLICATION AND CERTIFICATE FOR PAYMENT

PROJECT: New Port Richey Fire Station #2
 5220 Grand Blvd
 New Port Richey FL 34692

ARCHITECT: Spring Engineering

PURCHASE ORDER #:

TO (Owner): The City of New Port Richey Florida
 5220 Grand Blvd
 New Port Richey FL 34692

CONTRACTOR: E & L Construction Group
 3040 Airpark Drive S
 Flint, MI 48507

APPLICATION DATE: _____ **APPLICATION NUMBER:** 1

ATTENTION: Martin Field

PERIOD FROM: _____ **TO:** _____

CHANGE ORDER SUMMARY

NUMBER	ADDITIONS	DELETIONS
1		
2		
3		
4		
TOTALS	0.00	
Net change by Change Orders		\$0.00

Application is made for Payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G702A, is attached
 The present status of the account for this Contract is as follows:

ORIGINAL CONTRACT SUM 4,290,074.00
 Net Change by Change Orders \$0.00
 CONTRACT SUM TO DATE 4,290,074.00

State of: MI County of: Genesee

TOTAL COMPLETED AND STORED TO DATE -
 RETAINAGE 0.00
 TOTAL EARNED LESS RETAINAGE -
 LESS PREVIOUS CERTIFICATES FOR PAYMENT -
 CURRENT PAYMENT DUE -

The undersigned Contractor certifies that the work covered by this application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by him for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that the current payment shown here in is now due

Contractor: E & L CONSTRUCTION GROUP, INC

Subscribed and sworn to before me this _____ day of _____, 2023.
 Notary Public: _____
 My Commission Expires: _____

By: _____ **Date:** _____

In accordance with the Contract and this Application for Payment the Contractor is entitled to payment in the amount shown above.
Architect: _____
By: _____

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing CONTRACTOR'S signed Certification is attached APPLICATION NUMBER: PURCHASE ORDER #: 1

DESCRIPTION (B)	SCHEDULED VALUE (C)	WORK COMPLETED PREVIOUS (D)	IN PLACE (E)	STORED MATERIAL (F)	COMPLETE & STORED AMOUNT (G=D+E+F)	% (H=C-G)	BALANCE TO FINISH (H=C-G)	RETAIN (I)
1 General Conditions	\$ 195,781.00					0%	\$195,781.00	\$0.00
3 Polished Concrete	\$ 7,950.00					0%	\$7,950.00	\$0.00
4 Concrete	\$ 217,855.00					0%	\$217,855.00	\$0.00
5 Masonry	\$ 246,962.00					0%	\$246,962.00	\$0.00
6 Structural Steel	\$ 312,540.00					0%	\$312,540.00	\$0.00
7 Architectural millwork	\$ 75,441.00					0%	\$75,441.00	\$0.00
8 Stucco	\$ 25,065.00					0%	\$25,065.00	\$0.00
9 Nichiha Panels	\$ 44,277.00					0%	\$44,277.00	\$0.00
10 ACM	\$ 78,704.00					0%	\$78,704.00	\$0.00
11 TPO Roofing	\$ 161,000.00					0%	\$161,000.00	\$0.00
12 Metal Doors and Frames	\$ 67,330.00					0%	\$67,330.00	\$0.00
13 Sectional Overhead Doors	\$ 78,320.00					0%	\$78,320.00	\$0.00
14 Storefront	\$ 195,125.00					0%	\$195,125.00	\$0.00
15 Drywall	\$ 181,383.00					0%	\$181,383.00	\$0.00
16 Acoustical Ceilings	\$ 8,900.00					0%	\$8,900.00	\$0.00
17 Flooring	\$ 59,897.00					0%	\$59,897.00	\$0.00
18 Painting	\$ 47,905.00					0%	\$47,905.00	\$0.00
19 Building Signage	\$ 57,668.00					0%	\$57,668.00	\$0.00
20 Toilet Accessories and Compartments	\$ 5,462.00					0%	\$5,462.00	\$0.00
21 Lockers	\$ 10,632.00					0%	\$10,632.00	\$0.00
22 Fire Extinguishers & Knox Box	\$ 1,993.00					0%	\$1,993.00	\$0.00
23 Window Shades	\$ 6,440.00					0%	\$6,440.00	\$0.00
24 Visual Display Boards	\$ 668.00					0%	\$668.00	\$0.00
25 Appliances	\$ 23,839.00					0%	\$23,839.00	\$0.00
26 Screened Porch	\$ 10,000.00					0%	\$10,000.00	\$0.00
27 Corner Guards	\$ 552.00					0%	\$552.00	\$0.00
28 Mirrorred Wall	\$ 2,500.00					0%	\$2,500.00	\$0.00
29 Motorized Ceiling Mount Projector	\$ 2,256.00					0%	\$2,256.00	\$0.00
30 Open Grate Flooring	\$ 3,500.00					0%	\$3,500.00	\$0.00
31 Extractor	\$ 15,500.00					0%	\$15,500.00	\$0.00
32 Hose Reel	\$ 200.00					0%	\$200.00	\$0.00
33 TV's	\$ 2,880.00					0%	\$2,880.00	\$0.00
34 Shower Curtain Rods	\$ 260.00					0%	\$260.00	\$0.00
35 Flag Pole	\$ 6,004.00					0%	\$6,004.00	\$0.00
36 Fire Suppression	\$ 41,876.00					0%	\$41,876.00	\$0.00
37 Plumbing	\$ 286,960.00					0%	\$286,960.00	\$0.00
38 HVAC	\$ 316,824.00					0%	\$316,824.00	\$0.00
39 Purvis Tear and Go	\$ 109,030.00					0%	\$109,030.00	\$0.00
40 Site work	\$ 411,622.00					0%	\$411,622.00	\$0.00
41 Well Cap	\$ 3,500.00					0%	\$3,500.00	\$0.00
42 Chain Link Fence	\$ 12,500.00					0%	\$12,500.00	\$0.00
43 Landscape and Irrigation	\$ 44,083.00					0%	\$44,083.00	\$0.00
44 Electric	\$ 415,200.00					0%	\$415,200.00	\$0.00
45 Alternate 1	\$ 184,128.00					0%	\$184,128.00	\$0.00
46 Alternate 7	\$ 16,204.00					0%	\$16,204.00	\$0.00
47 Allowance	\$ 70,000.00					0%	\$70,000.00	\$0.00
48 Contingency	\$ 200,000.00					0%	\$200,000.00	\$0.00
49 Credit for Extractor	\$ (15,500.00)					0%	-\$15,500.00	\$0.00
50 Bond	\$ 31,898.00					0%	\$31,898.00	\$0.00
51 BUILDERS RISK INSURANCE	\$ 6,959.00					0%	\$6,959.00	\$0.00
AIA TOTALS	\$4,290,074.00	=	=	=	=	=	\$4,290,074.00	\$0.00

ATTACHMENT 2

AUDIT REQUIREMENTS FOR AWARDS OF
STATE AND FEDERAL FINANCIAL ASSISTANCE

The administration of resources awarded by the Department of Financial Services (Department) to the Grantee may be subject to audits and/or monitoring by the Department, as described in this section.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and section 215.97, Florida Statutes (F.S.), as revised (see AUDITS below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by 2 CFR §200.425, or other procedures. By entering into this agreement, the Grantee agrees to comply and cooperate with any monitoring procedures or processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the Grantee is appropriate, the Grantee agrees to comply with any additional instructions provided by Department staff to the Grantee regarding such audit. The Grantee 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 Grantee is a state or local government or a nonprofit organization as defined in 2 CFR §200.90, §200.64, and §200.70.

1. A grantee 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 200, Subpart F - Audit Requirements. EXHIBIT 1 to this form lists the federal resources awarded through the Department by this agreement. In determining the federal awards expended in its fiscal year, the Grantee shall consider all sources of federal awards, including federal resources received from the Department. 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 Grantee conducted by the Auditor General in accordance with the provisions of 2 CFR §200.514 will meet the requirements of this Part.
2. For the audit requirements addressed in Part I, paragraph 1, the Grantee shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §§200.508-512.
3. A grantee 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 200, Subpart F - Audit Requirements. If the Grantee 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 Grantee resources obtained from other than federal entities).

Part II: State Funded

1. In the event that the Grantee expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such Grantee (for fiscal years ending June 30, 2017, or thereafter), the Grantee must have a state single or project-specific audit for such fiscal year in accordance with section 215.97, F.S.; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) and 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 by this agreement. In determining the state financial assistance expended in its fiscal year, the Grantee shall consider all sources of state financial assistance, including state financial assistance received from the Department, other state agencies, and other nonstate entities. State financial assistance does not

AUDIT REQUIREMENTS FOR AWARDS OF
STATE AND FEDERAL FINANCIAL ASSISTANCE

include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.

2. For the audit requirements addressed in Part II, paragraph 1, the Grantee shall ensure that the audit complies with the requirements of section 215.97(8), F.S. This includes submission of a financial reporting package as defined by section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the Grantee expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017, or thereafter), an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. If the Grantee 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, F.S., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the Grantee's resources obtained from other than state entities).

Part III: Other Audit Requirements

N/A

Part IV: Report Submission

1. Copies of reporting packages for audits conducted in accordance with 2 CFR 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 Grantee directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR §200.36 and §200.512.

The FAC's website provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the OMB website.

2. Copies of financial reporting packages required by Part II of this form shall be submitted by or on behalf of the Grantee directly to each of the following:

- a. The Department at each of the following addresses:

Electronic copies (preferred): SFMGrant@myfloridacfo.com

or

Paper (hard copy):
Lauren Tingle
Department of Financial Services
200 East Gaines Street
Tallahassee, Florida 32399-0340

- 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 (<https://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

AUDIT REQUIREMENTS FOR AWARDS OF
STATE AND FEDERAL FINANCIAL ASSISTANCE

3. Any reports, management letters, or other information required to be submitted to the Department 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) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
4. Grantees, when submitting financial reporting packages to the Department for audits done in accordance with 2 CFR 200, Subpart F - Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Grantee in correspondence accompanying the reporting package.

Part V: Record Retention

The Grantee shall retain sufficient records demonstrating its compliance with the terms of the award(s) and this agreement for a period of five (5) years from the date the audit report is issued, and shall allow the Department, or its designee, the CFO, or Auditor General access to such records upon request. The Grantee shall ensure that audit working papers are made available to the Department, or its designee, the CFO, or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by the Department.

AUDIT REQUIREMENTS FOR AWARDS OF
STATE AND FEDERAL FINANCIAL ASSISTANCE

EXHIBIT 1

**Federal Resources Awarded to the Grantee
Pursuant to this Agreement Consist of the Following:**

1. Federal Program A:

N/A

2. Federal Program B:

N/A

**Compliance Requirements Applicable to the Federal Resources
Awarded Pursuant to this Agreement are as Follows:**

1. Federal Program A:

N/A

2. Federal Program B:

N/A

**State Resources Awarded to the Grantee
Pursuant to this Agreement Consist of the Following:**

Matching Resources for Federal Programs:

1. Federal Program A:

N/A

2. Federal Program B:

N/A

Subject to Section 215.97, F.S.:

1. State Project A:

State Project: Local Government Fire Service Grants

State Awarding Agency: State of Florida, Department of Financial Services

Catalog of State Financial Assistance Title and Number: Local Government Fire Service Grants,
43.009

Amount: \$ 1,120,000.00

2. State Project B:

N/A

**Compliance Requirements Applicable to State Resources Awarded
Pursuant to this Agreement Are as Follows:**

The compliance requirements are as stated in Grant Agreement #FM927 between the Grantee and the Department, entered in State Fiscal Year 2024 - 2025.

Attachment 3
Index of Applicable Laws and Regulations

1. Statutory Requirements:

Chapter 112, F.S. (conflict of interest)
Chapter 119, F.S. (public records and exceptions to disclosure)
Sections 11.062 and 216.347, F.S. (prohibitions on the use of state funds for lobbying purposes)
Section 216.1366, F.S. (inspection of records)
Section 286.101, F.S. (foreign gifts and contracts)
Section 286.25, F.S. (sponsorship)
Section 287.133, F.S. (convicted vendor list)
Section 287.134, F.S. (discriminatory vendor list)
Section 287.137, F.S. (antitrust violator vendor list)
Americans with Disabilities Act
Immigration and Nationality Act

2. Audit Requirements:

Section 20.055, F.S. (audit investigations)
Section 215.34, F.S. (return or recoupment of funds)
Section 215.97, F.S., Florida Single Audit Act
Section 215.971, F.S., Agreements Funded with Federal or State Assistance

3. Financial Requirements:

Section 215.422, F.S. (payments from state funds)
Section 273.02, F.S. (nonexpendable tangible personal property)
Section 287.05805, F.S. (if funding is used for real property purchase or improvement)
Section 287.0585, F.S. (payments to subcontractors)
Rule 60A-1.031, F.A.C. (MyFloridaMarketPlace)
Chief Financial Officer Memoranda Nos. 1, 2, and 4 (effective July 1, 2020)



DIVISION OF
STATE FIRE MARSHAL
 FLORIDA DEPARTMENT OF FINANCIAL SERVICES



FCO Grant Quarterly Status Report

Instructions: This form is to be completed by the grantee no less than once per quarter after the execution of the agreement and is to be done until all funds are dispersed. If you are also requesting reimbursement, please complete the reimbursement request form and attach the required documentation.

Grantee:		Reporting Period:		Contract Number:	
Project Description:					
Attachments (Check):		Notice to Proceed	<input type="checkbox"/>	Photos	<input type="checkbox"/>
Reimbursement Request	<input type="checkbox"/>	Cert. of Occupancy	<input type="checkbox"/>	Inspection Reports	<input type="checkbox"/>
Other:					
1. Current Project Phase – Mark active phases and, if applicable, list percentage complete					
Land Purchased	<input type="checkbox"/>	Design	<input type="checkbox"/>	Site Prep	<input type="checkbox"/>
Construction	<input type="checkbox"/>	Inspection	<input type="checkbox"/>	Project Complete	<input type="checkbox"/>
2. Work Completed This Period:					
3. Work Anticipated Next Period:					
4. Problem Areas/Other Comments (Plan Revisions, Delays, Difficulties, etc):					
Grantee	Grantee Representative				
	I certify that the information provided above is true and correct per the terms of the Grant Agreement.				
	Date	Printed Name/Title	Signature		
Department	Comments/Notes				
	Review Date	Site Visit	<input type="radio"/> Yes	<input type="radio"/> No	Contract Manager Signature

FOR REFERENCE ONLY
DO NOT USE



DIVISION OF
STATE FIRE MARSHAL
 FLORIDA DEPARTMENT OF FINANCIAL SERVICES



Grant Agreement

Attachment 5 - Grantee Reimbursement Request

I, _____, on behalf of
 (Print name of Grantee's Grant Manager)

_____, do hereby certify for
 (Print name of Grantee)

Contract No. _____ and Reimbursement Request No. _____ that:

- 1) The costs being claimed on this request are specifically for the Project represented to the State in the budget appropriation.
- 2) The costs being claimed on this request are for one or more of the construction components listed in the deliverable in Section 4, Deliverable, of the Scope of Work.
- 3) The Grantee has paid such costs under the terms and provisions of contracts relating directly to the Project.
- 4) The costs being claimed on this request were incurred after the date specified in Section C, Performance Period, of the Agreement document, and prior to the end of the Performance Period.
- 5) A duplicate invoice for the same services, supplies, materials, and/or labor set forth in the attached invoice has not been submitted, and will not be submitted, to another funding source for this Project.

FOR REFERENCE ONLY
DO NOT USE

 Signature of Grantee's Grant Manager

 Print Name



DIVISION OF
STATE FIRE MARSHAL
FLORIDA DEPARTMENT OF FINANCIAL SERVICES



Reimbursement Detail

Request #	Grantee:	
Submit Date:	Grantee Address:	
Contract #	Grantee Contact:	
Deliverable:		

Vendor	Invoice #	Invoice Date	Invoice Description	Reimbursement Requested
			Request Total	\$
			Total Previous Payments	\$
			Total Grant Amount	\$
			<i>Remaining Funds</i>	\$

FOR REFERENCE ONLY
DO NOT USE

Grantee Certification: Sign here and complete the Grantee's Certification of Reimbursement Request on Page 1 to certify that the amount being requested for reimbursement is true and valid in accordance with the Agreement.

**Grantee Signature
& Date:**

SFM Use

Contract Manager
Receipt:

Component Checklist:	Vendor Invoice(s)	Payment	Tasks Performed	Funds Reconciled
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DEPARTMENT OF FINANCIAL SERVICES
Public Records Requirements

Addendum A

1. Public Records Access Requirements.

- a. If the Contractor is acting on behalf of the Department in its performance of services under the Contract, the Contractor 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 the Contractor in conjunction with the Contract (Public Records), unless the Public Records are exempt from public access pursuant to section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.
- b. The Department may unilaterally terminate the Contract if the Contractor refuses to allow public access to Public Records as required by law.

2. Public Records Requirements Applicable to All Contractors.

- a. For purposes of the Contract, the Contractor is responsible for becoming familiar with Florida's Public Records law, consisting of chapter 119, F.S., section 24(a) of Article I of the Florida Constitution, or other applicable state or federal law (Public Records Law).
- b. All requests to inspect or copy Public Records relating to the Contract must be made directly to the Department. Notwithstanding any provisions to the contrary, disclosure of any records made or received by the State in conjunction with the Contract is governed by Public Records Law.
- c. If the Contractor has a reasonable, legal basis to assert that any portion of any records submitted to the Department is confidential, proprietary, trade secret, or otherwise not subject to disclosure ("Confidential" or "Trade Secret") under Public Records Law or other legal authority, the Contractor must simultaneously provide the Department with a separate redacted copy of the records the Contractor claims as Confidential or Trade Secret and briefly describe in writing the grounds for claiming exemption from the Public Records Law, including the specific statutory citation for such exemption. The un-redacted copy of the records must contain the Contract name and number and must be clearly labeled "Confidential" or "Trade Secret." The redacted copy of the records should only redact those portions of the records that the Contractor claims are Confidential or Trade Secret. If the Contractor fails to submit a redacted copy of records it claims are Confidential or Trade Secret, such action may constitute a waiver of any claim of confidentiality.
- d. If the Department receives a Public Records request, and if records that have been marked as "Confidential" or "Trade Secret" are responsive to such request, the Department will provide the Contractor-redacted copies to the requester. If a requester asserts a right to the portions of records claimed as Confidential or Trade Secret, the Department will notify the Contractor that such an assertion has been made. It is the Contractor's responsibility to assert that the portions of records in question are exempt from disclosure under Public Records Law or other legal authority. If the Department becomes subject to a demand for discovery or disclosure of the portions of records the Contractor claims as Confidential or Trade Secret in a legal proceeding, the Department will give the Contractor prompt notice of the demand, when possible, prior to releasing the portions of records the Contractor claims as Confidential or Trade Secret (unless disclosure is otherwise prohibited by applicable law). The Contractor shall be responsible for defending its determination that the redacted portions of its records are Confidential or Trade Secret. No right or remedy for damages against the Department arises from any disclosure made by the Department based on the Contractor's failure to promptly legally protect its claim of exemption and commence such protective actions within ten days of receipt of such notice from the Department.
- e. If the Contractor claims that the records are "Trade Secret" pursuant to section 624.4213, F.S., and all the requirements of section 624.4213(1), F.S., are met, the Department will respond to the Public Records Request in accordance with the provisions specified in that statute.
- f. The Contractor shall ensure that exempt or confidential and exempt Public Records are not disclosed except as permitted by the Contract or by Public Records Law.

Addendum A

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

If the Contractor is a “contractor” as defined in section 119.0701(1)(a), F.S., the Contractor shall:

- a. Keep and maintain Public Records required by the Department to perform the service.
- b. Upon request, provide the 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. 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 the Department.
- d. Upon completion of the Contract, transfer, at no cost, to the Department all Public Records in possession of the Contractor or keep and maintain Public Records required by the Department to perform the service. If the Contractor transfers all Public Records to the 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 the Department, upon request from the Department’s custodian of Public Records, in a format specified by the Department as compatible with the information technology systems of the 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.
- e. **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 PUBLIC RECORDS AT:**

Telephone: (850) 413-3149
Email: PublicRecordsRequest@myfloridacfo.com
Mailing Address: The Department of Financial Services
Office of Open Government
PL-11, The Capitol
Tallahassee, Florida 32399-0301

A Contractor who fails to provide the Public Records to the Department within a reasonable time may be subject to penalties under section 119.10, F.S.