

**AMENDMENT NO. 1
TO AGREEMENT NO. SR 2525**

This Amendment is made and entered into upon execution by both parties by and between **Sarasota County**, a political subdivision of the State of Florida, hereinafter referred to as the "**County**," and **DSW Homes, LLC**, a Texas limited liability company authorized to do business in the State of Florida, hereinafter referred to as "Consultant."

WITNESSETH

WHEREAS, the County and the Consultant entered into Agreement No. SR 2525 ("Agreement") to provide all implementation services for the County's Community Development Block Grant – Disaster Recovery (CDBG-DR) grant funded housing program ("Project"), effective March 29, 2024; and

WHEREAS, the parties now wish to amend the Agreement.

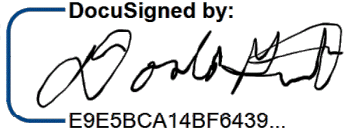
NOW THEREFORE, the County and the Consultant, in consideration of the mutual covenants contained herein, do agree to amend the Agreement as follows:

1. The above recitals are true and correct and incorporated herein by reference.
2. Replace Section III. A. - COMPENSATION AND PAYMENT OF CONSULTANT'S SERVICE in its entirety with the following:
 - "A. The County shall pay the Consultant for the services rendered hereunder and completed in accordance with the terms and conditions of this Agreement a total amount not to exceed Thirty Million Seven Hundred Thousand Dollars and Zero Cents (\$30,700,000.00) for the term, inclusive of any renewals, and inclusive of reimbursement of expenses, and as further limited in the attached Fee Schedule wherein identified tranches of this total not to exceed amount have separate lesser included not to exceed amounts which may not be commingled absent written amendment to this Agreement."
3. Exhibit A – Scope of Services is hereby replaced in its entirety with the amended Exhibit A – Scope of Services, attached and incorporated herein.
4. Exhibit B – Task Orders is hereby replaced in its entirety with the amended Exhibit B – Task Orders.
5. Exhibit C – Fee Schedule is hereby replaced in its entirety with the amended Exhibit C – Fee Schedule.

6. Except as modified herein, all other terms, covenants, and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the last date written below.

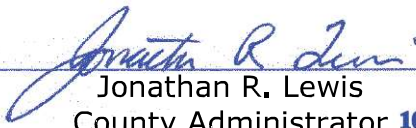
DSW HOMES, LLC

BY: 
CEO

10-16-2024

SARASOTA COUNTY

BOARD OF COUNTY COMMISSIONERS
OF SARASOTA COUNTY, FLORIDA

BY: 
Jonathan R. Lewis
County Administrator 10/18/2024

*Executed by the County Administrator
pursuant to Resolution No. 2023-142*

Approved as to form and correctness:

BY: 
COUNTY ATTORNEY RWF

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EXHIBIT A
SCOPE OF SERVICES**

I. Overview

Sarasota County's ("County") Resilient SRQ Program ("Program") needs an Implementation Vendor ("Consultant") capable of implementing and administering a complex housing rehabilitation and reconstruction program for damage suffered in Sarasota County from Hurricane Ian in September 2022. The Program is funded by a U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant - Disaster Recovery (CDBG-DR). The Consultant shall be capable of maintaining high quality construction standards in addition to excellent customer service standards while maintaining compliance with all applicable laws, regulations, ordinances, and HUD grant requirements.

II. County Responsibilities

A. The County will be responsible for the following tasks:

1. Developing application and eligibility criteria for homeowners,
2. Performing initial homeowner application review for compliance with Program eligibility,
3. Overseeing execution of agreements with homeowners,
4. Providing case management throughout the construction process,
5. Administering Homeowner Reimbursement program in coordination with Consultant.

B. The County will engage a separate program management consultant who will be responsible for the following tasks:

1. Damage inspection and verification
2. Progress inspection of housing rehabilitation/reconstruction contractors
3. Environmental review and compliance
4. Compliance with CDBG-DR grant, HUD, and County policies
5. Scope development for housing rehabilitation and reconstruction services
6. Program monitoring
7. Duplication of Benefits calculations
8. Ongoing management and consultant support services as Programs are further developed and implemented

III. Consultant Responsibilities

A. Consultant shall provide:

1. Quality and timely construction management services for disaster housing recovery assistance,
2. Design plans for 2-, 3-, and 4-bedroom homes,
3. Design(s) for the repair or replacement of Manufactured Housing Units

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SCOPE OF SERVICES**

- (MHUs),
4. Design(s) for the repair or construction of brick/block built or modular homes,
 5. Progress inspections and payments to subcontractors,
 6. Final inspection,
 7. Certificates of occupancy,
 8. Completion of the close-out process for each project.
- B. Consultant shall secure and deploy sufficient construction and administrative resources to perform the following:
1. Procure, in accordance with 2 C.F.R. Part 200, and manage licensed Florida contractors to conduct the construction, repair, replacement, and/or reconstruction of homes damaged by Hurricane Ian;
 2. Validate contractors are licensed Florida contractors prior to contract execution. The County reserves the right to review any license upon request;
 3. Develop and implement a performance rating system for assigning work to contractors;
 4. Repair or replace MHUs;
 5. Repair traditional stick built or brick/block and mortar homes and repair modular homes;
 6. Construct new brick/block or modular homes which meet Resilient SRQ's minimum design and housing quality standards specifications;
 7. Coordinate the timely move in/move out dates and times with applicants whose homes are being repaired or replaced;
 8. Coordinate on-site storage units for an applicant's possessions during the time their home is being repaired;
 9. If applicable, perform demolition of all structures and impermeable surfaces for properties identified in the County's buyout program; and,
 10. Coordinate a timeline and fiscal projections for the Project to ensure compliance with grant expenditure within five (5) years of Agreement execution with the County.
- C. Consultant and its subcontractors shall follow the directives set forth in the HUD CDBG-DR grant for Hurricane Ian, 88 FR 32046 (<https://www.federalregister.gov/documents/2023/05/18/2023-10598/allocations-for-community-development-block-grant-disaster-recovery-and-implementation-of-the>) and in the Resilient SRQ Hurricane Ian Disaster Recovery Action plan, available at www.scgov.net/ResilientSRQ.
1. This plan may be modified as necessary.
 2. The **Consultant Contractor** must expand operations as needed in the

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event additional funding is granted by HUD for CDBG-DR relief for Hurricane Ian.

- D. Consultant shall review the initial damage inspection and repair estimate analysis on each home to establish the home's relative value to determine if it should be replaced/rebuilt or rehabilitated in accordance with established policies. It is imperative that Consultant's analysis of the damage assessments and cost of repair estimates are accurate to avoid and minimize change orders.
- E. Consultant shall provide detailed information on how disallowed costs will be handled and addressed during this contract.
- F. Consultant shall reimburse County for any funds that HUD deems as having been spent for ineligible activities.
- G. If HUD deems funds have been spent for ineligible activity delivery costs and such costs relate to activities of County's employees, Consultant shall not be responsible for reimbursing the County for these costs.
- H. Consultant shall provide a minimum of one executive briefing per week to the County, which outlines all work to date, all work in progress, and all work planned both in the near term and long term. The briefing shall include an update of the project timeline and spending.

IV. Building Designs

Consultant shall provide a set of standard house construction plans and elevations which will be utilized by all general contractors in the program. The plan sets will include:

- A. Two (2) options each for:
 - a. Two (2) bedroom, two (2) bathroom model
 - b. Three (3) bedroom, two (2) bathroom model
 - c. Four (4) bedroom, two (2) bathroom model
- B. Each plan set shall provide a handicapped accessible/wheelchair friendly version with the ability to modify for additional accessibility and site limitations.
- C. Additional basic requirements shall be provided by the County.
- D. All plan sets shall be approved by the County prior to procuring construction contractors. Plans must follow state and local building codes and must demonstrate cost reasonableness.

V. Personnel

- A. Consultant shall be responsible for employing sufficient and qualified personnel to complete the Program. Key staff, including the Project Manager assigned by the Consultant, shall be available to the County based on assigned work. County staff will not be available on County observed Holidays or closures.

Consultant shall ensure that all personnel, including but not limited to contractors' field superintendents and those personnel involved in the

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preparation of contract management or change orders, are knowledgeable and shall enforce program housing quality standards and housing policies, including but not limited to mobile home installation standards, mold remediation, lead based paint, asbestos, floodplain elevation requirements, etc.

- B. Consultant shall ensure that all personnel (from prime to all employees and/or subcontractors associated with the contract) provide identification while on jobsite(s). Requirements for identification will be provided by the County.
- C. Throughout the term of the Agreement and any renewals, the Consultant shall provide and keep current an organizational chart and supervisory hierarchy to ensure adequate staffing levels, staff oversight, and accountability. The Consultant shall designate a primary manager who will maintain frequent communication with the County's contract manager, which may include a standing weekly meeting.
- D. Consultant shall not substitute key personnel assigned to the performance of this Agreement without prior written approval by the County. Consultant shall notify the County's contract manager of any desired substitution, including the name(s), resumes, and references of Consultant's recommended substitute personnel. The County will approve or disapprove the requested substitution in a timely manner. The County may, in its sole discretion, direct the Consultant to terminate the services of any person providing services under the Agreement. Upon such termination, the County may request acceptable substitute personnel or terminate the specific services provided by such personnel.
- E. Consultant shall monitor, audit, and train its staff on the authorized sharing of personally identifiable information (PII) or other project sensitive data and the consequences of unauthorized use or sharing of such data.
- F. The County will not pay for relocation or housing, but may consider, on a case by case basis, reimbursement for travel expenses that are necessary to complete deliverables under the contract. Any payment of travel reimbursement requests shall be in accordance with the County's Travel Policy and Section 112.061, Florida Statutes.

VI. Location of Work

- A. The County reserves the right to require the Consultant, Consultant's employees, subconsultants and/ or subcontractors be available to work onsite when conditions, activities, and implementation of the Program are more conducive to being in-person. The location in Sarasota shall be designated by the County.
- B. On-site work will take place in facilities within Sarasota County, Florida. Exact work locations are to be determined, and some staff positions may require travel within the County for meetings and program oversight.
- C. Generally, personnel provided by the Consultant shall work no more than 40 hours per week each.

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SCOPE OF SERVICES**

VII. Records and Auditing

- A. Consultant shall comply with all CDBG-DR regulations, as well as any applicable federal, state, and local requirements.
- B. Consultant shall maintain all records and, as applicable, ensure they are entered into the Program's System of Record (SOR).
- C. Consultant's Project Manager shall provide all required reporting to the County's Program Manager and/or designee and will make all relevant personnel information, files, and other pertinent information available to the County (and/or to the Federal government) at any time during the duration of the Agreement.

The County has the right to audit all aspects of the recovery program, including but not limited to all aspects of contracting, subcontracting, material purchases, equipment purchases, labor or employment costs, and the purchase of ancillary services. The County has the right to request all eligibility or construction project documents in connection with this right to audit.

- D. Consultant shall provide final grant close out procedures and a plan for the Consultant and the County to exchange all grant, construction, case management and other programmatic files, whether paper or electronic copies, in order to meet HUD, Federal, and Program document retention requirements.

VIII. Information System and Computer Equipment

- A. The Consultant shall be required to collaborate with the County's SOR. Consultant shall ensure the SOR is updated with end-to-end documentation for all individual housing projects.
- B. The Consultant shall ensure the SOR is updated with end-to-end documentation for all individual housing projects. The County must be able to retain use for the full records retention period required by law.
- C. The County will provide an internet connection for use by the Consultant's onsite personnel. The County reserves the right to perform a security scan of any Consultant computer equipment that is approved for access to the County network.

IX. Data Ownership

- A. The County is, and shall remain at all times, the sole owner of all data and documents affiliated with County work.
- B. The Consultant acknowledges that the County has all right, title, or other ownership interest in all County documents and work products.

X. Construction Standards

- A. Consultant shall comply with all construction standards required by the CDBG-DR grant including housing quality standards and energy efficiency standards as set forth in 88 FR 32046.
- B. Consultant shall ensure the following construction standards are followed by

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SCOPE OF SERVICES**

all contractors and subcontractors:

1. All construction meets Florida building codes along and with local established codes and policies;
 2. All work performed meets accepted construction standards as described in 88 FR 32046
- C. Consultant shall conduct progress and final inspections and approve and make timely payments to subcontractors accordingly.
- D. Consultant shall ensure compliance with all Federal, State, local, and Program environmental requirements and standards and shall follow all established environmental standards during all work for the duration of the Agreement.
- E. The County or their program management consultant will conduct a tiered environmental approach to the housing recovery projects.
- F. The County or their program management consultant will conduct a county-wide environmental assessment prior to any work being conducted. Subsequent tiered assessments will be conducted by either the County or their vendor(s).
- G. Consultant shall ensure that all new MHUs installed, or new modular or new brick/block built homes built as a part of this program, comply with all local zoning and land development regulations (minimum building area, setbacks, etc.) and the Florida Building Code (FBC).
- H. Consultant shall provide all necessary elevation certificates where required in Special Flood Hazard Areas and as determined by the authority having jurisdiction.
- I. Consultant shall conduct site reconnaissance in accordance with established policies, to be established by the County at a later date, and coordinate with eligible applicants. Consultant shall provide reasonable notice to homeowner in advance of arrival.
- J. Consultant shall follow established processes as agreed upon by Consultant and County for all homes scheduled for demolition and dispose of mobile homes, all demolition/construction debris and/or hazardous materials in accordance with all Program, and Federal guidelines, and local regulations, and ordinances.
- K. The Program will control the intake and documentation of warranty calls, however, Consultant shall be responsible for ensuring the satisfaction of warranty obligations. While the Consultant's general contractors (GC) shall be responsible for satisfying warranty obligations, if the GC fails to do so, the Consultant shall be responsible.

XI. Manufactured Housing Units

- A. Consultant shall conduct cost comparisons for each type of MHU or modular home that will be utilized in the program. The cost comparisons shall be sought from at least three (3) MHU manufacturers. If the lowest cost manufacturer is not selected, the Consultant shall provide its selection justification, and all cost

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comparison documents from all manufacturers shall be made available to the County. MHU models and floorplans must be approved by the County prior to purchase and installation.

- B. Consultant shall handle title registration with the Florida Department of Motor Vehicles for newly installed manufactured housing units and title retirement for manufactured housing units demolished as part of the program.

XII. Pricing

- A. **Pricing for projects under this Program shall be invoiced at the approved rates as specified in the subcontract agreement with the Consultant and subcontractor. For any work not covered under a line item in the subcontract agreement, the Consultant shall use Xactimate to estimate the work and provide the County with an itemized analysis or report of the additional line items. If using Xactimate is deemed unreasonable (with County approval), the Consultant must ensure the subcontractor obtains three independent bids. The subcontractor will then provide the necessary documentation to the Consultant, who must secure written pre-approval from the County before authorizing the subcontractor to proceed with the work. (AMENDMENT 1)**

~~Reconstruction and MHU Replacement Projects~~

- ~~1. The Program will pay for new brick/block homes and MHU replacements at a reasonable fixed price.~~
- ~~2. Fixed price projects shall be inclusive of all goods and services to rebuild or replace the home including, but not limited to, demolition, permitting, construction, and ADA compliance.~~

~~B. Reserved. Rehabilitation Projects~~

- ~~1. Consultant shall develop a Bid Book containing base materials and pricing for all anticipated rehabilitation project needs. The Bid Book shall be used to establish reimbursement for all rehabilitation projects.~~
- ~~2. The Bid Book shall be approved by the County prior to use in approved projects.~~
- ~~3. The Bid Book shall be reevaluated quarterly or at the County's request to ensure cost reasonableness. (AMENDMENT 1)~~

- C. The County will retain five percent (5%) of each project cost in accordance with Florida Statutes Section 255.077 until outstanding project requirements are completed. The County will develop a process to determine the "punch-list" items that must be completed prior to release of retainage in accordance with Florida Statutes Section 255.078.

- D. Consultant shall ensure that any warranties for a project are assigned to the homeowner prior to completion of the project.

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XIII. Contract Management

- A. Consultant shall create and maintain all contracts with **General Contractors (GCs)** and subcontractors, including any necessary change orders to contracts. The scope of work for each project will be provided by the County, or County's program management consultant, to the Consultant. **The Consultant will serve as the Construction Manager and will manage the GCs they procure, ensuring that all work on homeowner properties complies with local building codes, HUD requirements, and the requirements of the Housing Recovery Program Manual. (AMENDMENT 1)**
- B. **The Consultant will make progress payments to GCs, contingent upon the successful inspection and approval of the work by both the Consultant and the County. Any issues or delays during the course of work must be promptly communicated in writing to the County. Payments will be made based on the completion of work that meets the Program standards and is accepted by the County, ensuring full compliance with all applicable federal, state, and local regulations. (AMENDMENT 1)**
- C. Consultant shall develop a process and scoring system for assigning work to construction contractors. This process should include a method to reward high performing contractors with additional projects. Process must be approved by the County prior to implementation.
- D. The County reserves the right to review and disqualify contractors who do not provide a satisfactory quality of work, as determined by the County.
- E. Consultant contracts with GCs may be subject to review by the County and shall be made available to the County upon request.

XIV. Critical Information Requirements

Consultant shall notify the County as soon as possible if any of the following occur:

- A. Any injury associated with the Program resulting in immediate movement to a hospital or clinic for further treatment;
- B. Any vehicle accident while engaged in work for the County.
- C. Evidence that a citizen has perpetrated a fraud against the Program.
- D. Any citizen's fraud complaint lodged against either the County, the Program, the Consultant, GC, or subcontractors associated with the program
- E. Any complaint by any person regarding harassment or discriminatory conduct by an individual working on the Program or discriminatory practices of any aspect of the Program or operation.
- F. Any loss, potential loss, or unauthorized disclosure of citizen PII in any form including paper or electronic loss and/or the loss of a computer containing PII.
- G. Any allegation that the Consultant, its contractors, or sub- contractors have committed a crime while performing their work.

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- H. Information that an applicant is living in unsafe conditions.
 - I. Any home turned over to a client by a general contractor prior to a required governmental final inspection.
 - J. Any instance in which a subcontractor places a construction lien on an applicant's home in the program.
- XV. Timeline of Tasks
- A. Consultant shall be responsible for the implementation of individual housing projects in collaboration with County personnel and the program management consultant leading the CDBG-DR program. This shall include, but not be limited to, the Tasks described herein. However, the Task descriptions are not intended to be an exhaustive list of activities necessary to complete the objectives of the work; the precise activities and duties performed may vary depending on the County's needs as the program and the projects thereunder progress. Each task shall be assigned through use of a Task Order that will authorize the work. No work is authorized under the contract until execution of a Task Order by both parties.
 - B. A kickoff meeting with the Consultant is expected to take place immediately following contract execution.
 - C. Start-up tasks include:
 - 1. Establishing a physical presence of the Program Manager at the County office location
 - 2. Consultant's key staff should be available to work in Sarasota County at the County's request when conducive to the Program.
 - 3. Reviewing housing policies and procedures provided by the County after execution of contract and providing any suggested changes to increase Program efficiency.
 - 4. Creation of an implementation plan for County review. Start-up tasks shall be completed within sixty days of contract execution.

Changes to this Exhibit are indicated using underlined text to show additions and strikethrough text to show deletions. Changes made pursuant to this Amendment No. 1 are in bold

[END OF EXHIBIT A]

**AMENDMENT NO. 1
EXHIBIT B
TASK ORDERS**

Task #1: Program Management and Operations Oversight

- A. Startup tasks as identified in the Scope of Services, Section XV Timeline of Tasks.
- B. Coordinate with County staff to attend regular meetings and program support as needed throughout the program's duration. Elevate any issues that arise to County staff in a timely manner and work with County on a possible solution.
- C. Provide regular reports to County outlining the progress of each construction project. Reports should be provided at a minimum of once per month, or as agreed upon by County and Consultant.
- D. Communicate with County the Critical Information Requirements outlined in the Scope of Services, Section XIV.

Task #2: Design Work

- A. Consultant is responsible for providing a set of standard house construction plans and elevations which will be utilized by all general contractors in the program. The plan sets will include:

Two (2) options each for:

- a. Two (2) bedroom, two (2) bathroom model
 - b. Three (3) bedroom, two (2) bathroom model
 - c. Four (4) bedroom, two (2) bathroom model
- B. Each plan set shall provide a handicapped accessible/wheelchair friendly version with the ability to modify for additional accessibility and site limitations.
 - C. Additional basic requirements as agreed upon between Consultant and County. All plan sets shall be approved by the County prior to procuring construction contractors. Plans must follow state and local building codes and must demonstrate cost reasonableness.

Task #3: Procurement and Contract Management of General Contractors

- A. Procure, in accordance with 2 C.F.R. Part 200, and manage licensed Florida contractors to conduct the construction, repair, replacement, and/or reconstruction of homes damaged by Hurricane Ian.
- B. **Consultant Contractor** shall work with County to post procurement information on the Resilient SRQ webpage.
- C. **Consultant Contractor** shall work with County to ensure local General Contractors (GCs) to receive information about the opportunity to support **Consultant contractor** with services outlined in this agreement.
- D. Validate contractors are licensed Florida contractors prior to contract execution. The County reserves the right to review any license upon request.

**AMENDMENT NO. 1
EXHIBIT B
TASK ORDERS**

- E. Consultant shall submit their procurement process, validation for each contractor prior, and any additional information required from County prior to entering into a contract with any subcontractor. County reserves the right to disqualify any subcontractor if they do not meet the minimum qualifications for performing construction work.
- F. Consultant shall create and maintain all contracts with GCs and subcontractors, including any necessary change orders to contracts. The scope of work for each project will be provided by the County, or County's program management consultant, to the Consultant.
- G. Consultant shall immediately report any concerns over scope of work to County.
- H. Consultant shall develop a process and scoring system for assigning work to construction contractors. This process should include a method to reward high performing contractors with additional projects. Process must be approved by the County prior to implementation.
- I. Consultant shall oversee the procurement and installation of Manufactured Housing Units by general contractors, as specified in the Scope of Services.

Task #4: Construction Management

- A.** Coordinate all work assigned by the County to subcontractors.
- B.** Consultant shall work with each jurisdiction's respective permitting offices to ensure adequate permitting for each construction project. Consultant may be asked to provide regular reports on the permitting process for all projects along with any barriers that may arise.
- C.** Develop and implement a construction inspection process in coordination with County. **Consultant Contractor** shall ensure compliance with all aspects of the Action Plan, including any updates to the Action plan.
- D. Upon successful completion of an interim or final inspection of the subcontractor's work, as specified in the work order, and after receiving the County's approval of the inspection, the Consultant shall invoice the County and provide the necessary supporting documentation. Once payment is received from the County, the Consultant shall promptly pay the subcontractor for the approved work performed. (AMENDMENT 1)**
- E.** Obtain official Certificate of Occupancy from the appropriate jurisdictional authority upon completion of all work to be performed for each specified project and retain this certificate on file.
- F.** Use Sarasota County's process for approval of any eligibility determination outside of Resilient SRQ guidelines, priority change outside of guidelines,

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EXHIBIT B
TASK ORDERS**

or proposed cost of repair/replacement estimates that exceed program guidelines for a particular class of repair or replacement.

- G.** Establish a process by which **Consultant ~~it~~** assesses and documents the cost reasonableness of each rehabilitation or reconstruction project undertaken to assist a household.
- H. Consultant Contractor** shall ensure federal compliance with any applicable laws, including but not limited to HUD and CDBG-DR requirements.

Task #5: Coordination of Applicant Move Out, Storage, and Relocation

Consultant shall develop a plan for County outlining their process for applicant move out, storage of items, and relocation. Upon approval of plan, Consultant shall implement the approved plan. **The Consultant shall reimburse the homeowner for actual storage costs incurred. (AMENDMENT 1)**

Task #6: General Contractor Warranty Claims

- A. Maintain a system that identifies the warranty period start and end date for each completed repaired, replaced, or reconstructed project. The warranty period start date will coincide with the recorded homeowner key turnover date to the Resilient SRQ applicant. The compiled warranty period information will be turned over to the applicant upon completion of construction work.
- B. **Consultant Contractor** shall process and cause to be performed all warranty work claims related to Resilient SRQ general contractor's performance for the following periods after completion and closeout of each project:
 - a. 1-year for general warranty repairs;
 - b. 10-years for structural issues (if structural work is performed).
Structural warranty claims must be initiated throughout this Contract's term.
- C. Develop and maintain supporting documentation for all warranty work claims processed and completed during the Contract term.

Changes to this Exhibit are indicated using underlined text to show additions and strikethrough text to show deletions. Changes made pursuant to this Amendment No. 1 are in bold.

[END EXHIBIT B]

**AMENDMENT NO. 1
EXHIBIT C
FEE SCHEDULE**

Description	Unit Price (per hour)
Project Manager	\$180.00
Deputy Project Manager	\$140.00
CDBG-DR Subject Matter Expert	\$175.00
Construction QA/QC inspector	\$120.00
Moveout/Pre-start/Construction	\$75.00

The hourly rates are fully burdened to include overhead, travel, and profit. Pre-approved non-local travel expenses will be billed in accordance with the limitations set forth in Section 112.061, Florida Statutes, and Sarasota County Resolution 2016-170, or current County resolution related to reimbursement of travel expenses.

<u>Description (AMENDMENT 1)</u>	<u>Not to Exceed (NTE) Amount</u>
<u>Housing Recovery Program Cap</u>	<u>\$ 24,700,000.00</u>

The Housing Recovery Program Cap NTE amount is an allowance for homeowner rehabilitation and reconstruction services provided by the Consultant's subcontractors. The Consultant shall invoice the County in accordance with Exhibit B, Task 4. Payments made from this line item shall be used to pay the Consultant's subcontractors for the services provided for the Program. (AMENDMENT 1)

<u>Description (AMENDMENT 1)</u>	<u>Percentage</u>
<u>Administrative Fee</u>	<u>1.2789%</u>

The Administrative Fee includes costs associated with obtaining and maintaining additional insurance to mitigate the risk associated with the Consultant's payments to subcontractors as allowed under the Housing Recovery Program Cap above. This fee percentage shall be applied to the total amount of the subcontractor's work order, including any change orders. The administrative fee will not be applied to any cost associated with homeowner storage pod reimbursement. (AMENDMENT 1)

Invoicing Standards:

- a. Consultant shall provide invoices to the County on a monthly basis for services requested and performed by the Consultant and any subconsultant.

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EXHIBIT C
FEE SCHEDULE**

- b. Consultant invoices shall contain enough detail for County to appropriately track Consultant expenditures by program and/or project, applicant case file (where applicable) administrative cost type, and associated HUD national objective.
- c. Consultant shall support the County on revisions or clarifications needed to Consultant invoices to support the County in its internal accounting alignment and CDBG-DR HUD reporting requirements in the DRGR system.

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[END EXHIBIT C]