

SAMPLE
DUNES COMMUNITY DEVELOPMENT DISTRICT
AGREEMENT FOR ENGINEERING AND CONSULTING SERVICES
AMENDMENT NO. 1

This Amendment No. 1 is issued this _____ day of _____, 2025 pursuant to the Dunes Community Development District (CDD) Professional Services Agreement (AGREEMENT) executed between Dunes CDD (DCDD) and CONSULTANT. Collectively, DCDD and CONSULTANT may be referred to herein as the Parties.

RECITALS

WHEREAS, the Parties entered into the AGREEMENT pursuant to which the CONSULTANT agreed to perform certain professional services per the provisions of Section 287.055, Florida Statutes; and

WHEREAS, DCDD now desires to use said AGREEMENT to perform work for Federal Emergency Management Agency (FEMA) Public Assistance (PA) grant projects and other federal projects that require the same provisions.

NOW THEREFORE, in consideration of the terms and conditions set forth in the AGREEMENT, the Parties agree to add the following provisions to the AGREEMENT:

SECTION 38 FEDERAL REQUIREMENTS

38.1 Clean Air Act requirements:

- (1) The CONSULTANT agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act at 42 U.S.C. § 7401 et. seq.
- (2) The CONSULTANT agrees to report each violation to the OWNER and understands and agrees that the OWNER will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The CONSULTANT agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

38.2 Federal Water Pollution Control Act requirements:

- (1) The CONSULTANT agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act at 33 U.S.C. § 1251 et. seq.
- (2) The CONSULTANT agrees to report each violation to the OWNER and understands and agrees that the OWNER will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The CONSULTANT agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

38.3 Suspension and Debarment

- (1) This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the CONSULTANT is required to verify that none of the CONSULTANT, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The CONSULTANT must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and 7 must include a requirement to comply with these regulations in any lower tier covered transaction it 8 enters into.
- (3) The certification in this clause is a material representation of fact relied upon by the OWNER. If it is later determined that the CONSULTANT did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the OWNER, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The CONSULTANT agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

38.4 Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended).

(1) CONSULTANTs who apply or bid for an award of \$100,000 or more shall file the required certification (See Appendix A - 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING). Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

All services provided under this AGREEMENT, or any amendment thereof, shall be subject to the terms and conditions of the AGREEMENT.

IN WITNESS WHEREOF, the duly authorized representatives of the Parties have executed this amendment as of the date set forth above.

Approved as to form and format

DCDD

Vice President/Officer

CONSULTANT