



**CITY COUNCIL
ZEPHYRHILLS, FLORIDA**

**Monday, June 24, 2024
6:00 PM**

Please join the GoToMeeting
from your computer, tablet or smartphone:

<https://meet.goto.com/835642549>

or dial in using your phone:

+1 (408)650-3123 - Access Code: 835-642-549

(Please mute your phone unless you wish to speak on a specific item)

**Zephyrhills
City Hall**

**Council
Chambers**

Call to Order – Council President Kenneth M. Burgess, Jr.

Roll Call –

Invocation –

Pledge of Allegiance – Council President Kenneth M. Burgess, Jr.

1. CONSENT ITEMS

1.1 Approval of Agreement Extension With Vortex Services

1. Amended Agreement to Piggyback - City of Zephyrhills(30942131.1)
2. Exhibit A-1(30942133.1)
3. Exhibit A-2(30942132.1)
4. Exhibit A-3(30942134.1)
5. Exhibit A-4(30942135.1)
6. Exhibit B(30942125.1)
7. Exhibit C(30942128.1)

1.2 Hazmat Mitigation Grant No. 24-24-05 - 10 Emergency Lift Station Generators

1. Generators - Hazmat Mitigation Grant No. 24-24-05(30942137.1)

2. BUSINESS ITEMS/PUBLIC HEARING

2.1 AdventHealth Future Land Use and Rezoning

First Reading **ORDINANCE NO. 1480-24 - "AN ORDINANCE OF THE CITY OF ZEPHYRHILLS, FLORIDA APPROVING A SMALL SCALE FUTURE LAND USE MAP AMENDMENT TO THE CITY'S COMPREHENSIVE PLAN, CHANGING THE FUTURE LAND USE CLASSIFICATION FROM P/SP (PUBLIC/SEMI-PUBLIC) AND MU (MIXED USE) TO RU (RESIDENTIAL URBAN); AND AMENDING THE CITY'S OFFICIAL ZONING MAP, CHANGING THE ZONING DESIGNATION FROM PUD (PLANNED UNITED DEVELOPMENT) AND OP (OFFICE PROFESSIONAL) TO PUD (PLANNED UNIT DEVELOPMENT), FOR A PORTION OF PARCEL 35-25-21-0010-06900-0020; PROVIDING FOR CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE."**

A. Council President opens the Public Hearing

B. Council President closes the Public Hearing

C. City Council considers Ordinance No. 1481-24 on the First Reading

1. ORDINANCE NO 1480-24 AdventHealth FLUMA and Rezoning(30941586.2)

2. Advent Health staff report

2.2 Live Local Act Property Tax Exemption - Electing To Not Exempt Property Under Section 196.1978(3)(d)1.a., Florida Statutes

First Reading **RESOLUTION NO. 824-24 - "A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ZEPHYRHILLS, FLORIDA, PURSUANT TO SECTION 196.1978(3)(o), FLORIDA STATUTES, ELECTING TO NOT EXEMPT PROPERTY UNDER SECTION 196.1978(3)(d)1.a., FLORIDA STATUTES, COMMONLY KNOWN AS THE "LIVE LOCAL ACT PROPERTY TAX EXEMPTION."**

A. Council President opens Public Hearing

B. Council President closes Public Hearing

C. City Council considers Resolution No. 823-24 on the First Reading

1. RESOLUTION NO 824-24 LIVE LOCAL OPT OUT RESOLUTION(30941637.1)

2. Shimberg Center for Housing Studies

3. AIRPORT MANAGER'S REPORT

3.1 Airport Update

1. 2024 Airport City Council update

4. CITY MANAGER'S REPORT

4.1 ZEDC Update - Dr. Randy Stovall

1. ZEDC Report for City Council

4.2 Code Enforcement Update

1. Code Enforcement Update

4.3 Krusen Park Bleacher Cover

1. WOP #130050.00

2. steel building example all steel

4.4 Discussion on moratorium on medical marijuana dispensaries and car washes

5. CITIZEN COMMENTS

MAYOR ANNOUNCEMENTS

CITY MANAGER ANNOUNCEMENTS
CITY ATTORNEY ANNOUNCEMENTS
CITY COUNCIL COMMENTS

6. NOTED ITEMS

ADJOURN

*** PLEASE NOTE: This is a Public Meeting. Should any interested party seek to appeal any decision made by the Council with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceeding is made, which record includes the testimony and evidence upon which the appeal is to be based. F.S. 286.0105. If you are a person with a disability which requires reasonable accommodation in order to participate in this meeting, please contact the City Clerk at 813/780-0000 at least 48 hours prior to the public hearing. A.D.A. and F.S. 286.26.**

CONSENT ITEMS 1.1

Approval of Agreement Extension With Vortex Services

Issue:

Vortex Services is utilized for gravity sewer lining. We have used them for the past couple of years, and they have performed as required, and we wish to continue with their services.

Background:

The city has hundreds of miles of gravity sewer lines in the city that are aging. We have been working on relining approximately 10,000 feet for the past 6 years or so and wish to continue. This prevents infiltration of groundwater into our system.

Attachment(s):

1. Amended Agreement to Piggyback - City of Zephyrhills(30942131.1)
2. Exhibit A-1(30942133.1)
3. Exhibit A-2(30942132.1)
4. Exhibit A-3(30942134.1)
5. Exhibit A-4(30942135.1)
6. Exhibit B(30942125.1)
7. Exhibit C(30942128.1)

Fiscal Impact:

The annual budgetary impact is approximately \$750,000, which is budgeted each year when approved by the Council.

Staff Recommendation:

Staff recommends to the City Council to approve the agreement with Vortex Services as presented.

AMENDED AGREEMENT TO PIGGYBACK A CONTRACT FOR SERVICES BID BY ANOTHER GOVERNMENTAL ENTITY

WHEREAS, **Vortex Services, LLC.**, 5910 Hartford St., Tampa, FL 33619 (“Contractor”) entered into an agreement on June 14, 2018, which was amended three times with the **H-GAC**, a political subdivision of the State of Texas, for Trenchless Pipeline Rehabilitation Services procured in compliance with F.S. §287.057, (the “Agreement”). Said agreement together with Amendments 1, 2, and 3 are attached hereto as composite Exhibit “A” and made apart hereof by reference.

WHEREAS, the City of Zephyrhills, a Florida municipal corporation, 5335 8th St. Zephyrhills, FL 33542 (“City”) entered into an Agreement to Piggyback dated February 27, 2023. Said Agreement to Piggyback is attached hereto as Exhibit “B” and made apart hereof by reference (“Piggyback Agreement”); and

WHEREAS, Vortex Services, LLC., 5910 Hartford St., Tampa, FL 33619 (“Contractor”) entered into a fourth amendment on May 7, 2024 (4th Amendment), extending the terms of the Agreement through June 30, 2025. The 4th Amendment is attached hereto as Exhibit “C” and by reference made apart hereof.

WHEREAS, the City desires to Amend the Piggyback Agreement to reflect and approve the extension to the Agreement adopted in the 4th Amendment.

NOW THEREFORE, having found it to be in the public interest,

1. The Contractor affirms and ratifies the terms and conditions of the above referenced Agreement and agrees to perform the services set forth therein for the City in accordance with the terms of said Agreement until the work is completed.
2. The City agrees to utilize the services of the Contractor in a manner and upon the terms and conditions as set forth in the Agreement until the work is completed.
3. The City and Contractor agree to follow the current Agreement term as amended by the 4th Amendment, that expires on June 30, 2025, as agreed to by H-GAC, a political subdivision of the State of Texas and the Contractor.
4. The City and Contractor agree that all other terms and conditions of the Piggyback Agreement shall remain in full force and affect.

Vortex Services, LLC

City of Zephyrhills

Wesley Kingery
President

Date

Kenneth M. Burgess, Jr. Date
Council President

ATTEST

Lori Hillman
City Clerk, MMC

H-GAC

Houston-Galveston Area Council

P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

Cooperative Agreement - VacVision Environmental, LLC - Public Services - 18-00380

18-00380

SPECIAL PROVISIONS

Incorporated by attachment, as part of the whole agreement, H-GAC and the Contractor do, hereby agree to the Special Provisions as follows:

ARTICLE 1: BIDS/PROPOSALS INCORPORATED

In addition to the whole Agreement, the following documents listed in order of priority are incorporated into the Agreement by reference: Bid/Proposal Specifications and Contractor's Response to the Bid/Proposal.

ARTICLE 2: END USER AGREEMENTS ("EUA")

H-GAC acknowledges that the **END USER** may choose to enter into an End User Agreement ("EUA") with the **Contractor** through this Agreement, and that the term of the EUA may exceed the term of the current **H-GAC** Agreement. H-GAC's acknowledgement is not an endorsement or approval of the End User Agreement's terms and conditions. **Contractor** agrees not to offer, agree to or accept from the **END USER**, any terms or conditions that conflict with those in **Contractor's** Agreement with **H-GAC**. Contractor affirms that termination of its Agreement with H-GAC for any reason shall not result in the termination of any underlying EUA, which shall in each instance, continue pursuant to the EUA's stated terms and duration. Pursuant to the terms of this Agreement, termination of this Agreement will disallow the **Contractor** from entering into any new EUA with **END USERS**. Applicable H-GAC order processing charges will be due and payable to H-GAC on any EUAs, surviving termination of this Agreement between **H-GAC** and **Contractor**.

ARTICLE 3: MOST FAVORED CUSTOMER CLAUSE

Contractor shall provide its most favorable pricing and terms to H-GAC. If at any time during this Agreement, Contractor develops a regularly followed standard procedure of entering into agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to H-GAC on a basis that provides prices, warranties, benefits, and or terms more favorable than those provided to H-GAC, **Contractor** shall notify H-GAC within ten (10) business days thereafter, and this Agreement shall be deemed to be automatically retroactively amended, to the effective date of Contractor's most favorable past agreement with another entity. **Contractor** shall provide the same prices, warranties, benefits, or terms to H-GAC and its **END USER** as provided in its most favorable past agreement. H-GAC shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If **Contractor** claims that a more favorable price, warranty, benefit, or term that was charged or offered to another entity during the term of this Agreement, does not constitute more favorable treatment, than **Contractor** shall, within ten (10) business days, notify H-GAC in writing, setting forth the detailed reasons **Contractor** believes the aforesaid offer is not in fact most favored treatment. H-GAC, after due consideration of Contractor's written explanation, may decline to accept such explanation and thereupon this Agreement between H-GAC and **Contractor** shall be automatically amended, effective retroactively, to the effective date of the most favored agreement, to provide the same prices, warranties,

benefits, or terms to H-GAC and the END USER.

EXCEPTION: *This clause shall not be applicable to prices and price adjustments offered by a bidder, Proposer or contractor, which are not within bidder's/proposer's control [example; a manufacturer's bid concession], or to any prices offered to the Federal Government and its agencies.*

ARTICLE 4: PARTY LIABILITY

Contractor's total liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to the price of the particular products/services sold hereunder. Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. Contractor accepts liability to repay, and shall repay upon demand to END USER, any amounts determined by H-GAC, its independent auditors, or any state or federal agency, to have been paid in violation of the terms of this Agreement.

ARTICLE 5: GOVERNING LAW & VENUE

Contractor and H-GAC agree that Contractor will make every reasonable effort to resolve disputes the **END USER** in accord with the law and venue rules of the state of purchase. **Contractor** shall immediately notify **H-GAC** of such disputes.

ARTICLE 6: SALES AND ORDER PROCESSING CHARGE

Contractor shall sell its products to **END USERS** based on the pricing and terms of this Agreement. **H-GAC** will invoice **Contractor** for the applicable order processing charge when H-GAC receives notification of an **END USER** order. **Contractor shall remit to H-GAC** the full amount of the applicable order processing charge, after delivery of any product or service and subsequent **END USER** acceptance. Payment of the Order Processing Charge shall be remitted from Contractor to H-GAC, within thirty (30) calendar days or ten (10) business days after receipt of an **END USER's** payment, whichever comes first, notwithstanding Contractor's receipt of invoice. For sales made by **Contractor** based on this Agreement, including sales to entities without Interlocal Agreements, **Contractor** shall pay the applicable order processing charges to **H-GAC**. Further, **Contractor** agrees to encourage entities who are not members of H-GAC's Cooperative Purchasing Program to execute an **H-GAC** Interlocal Agreement. **H-GAC** reserves the right to take appropriate actions including, but not limited to, Agreement termination if **Contractor** fails to promptly remit the appropriate order processing charge to H-GAC. In no event shall **H-GAC** have any liability to **Contractor** for any goods or services an **END USER** procures from **Contractor**. At all times, **Contractor** shall remain liable to pay to **H-GAC** any order processing charges on any portion of the Agreement actually performed, and for which compensation was received by **Contractor**.

ARTICLE 7: LIQUIDATED DAMAGES

Contractor and H-GAC agree that Contractor shall cooperate with the **END USER** at the time an **END USER** purchase order is placed, to determine terms for any liquidated damages.

ARTICLE 8: INSURANCE

Unless otherwise stipulated in Section B of the Bid/Proposal Specifications, **Contractor** must have the following insurance and coverage minimums:

- a. **General liability** insurance with a Single Occurrence limit of at least \$1,000,000.00, and a General

Aggregate limit of at least two times the Single Occurrence limit.

Product liability insurance with a Single Occurrence limit of at least \$1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit for all Products except Automotive Fire Apparatus. For Automotive Fire Apparatus, see Section B of the Bid/Proposal Specifications.

Property Damage or Destruction insurance is required for coverage of **End User** owned equipment while in **Contractor's** possession, custody or control. The minimum Single Occurrence limit is \$500,000.00 and the General Aggregate limit must be at least two times the Single Occurrence limit. This insurance may be carried in several ways, e.g. under an Inland Marine policy, as part of Automobile coverage, or under a Garage Keepers policy. In any event, this coverage must be specifically and clearly listed on insurance certificate(s) submitted to **H-GAC**.

- b. Insurance coverage shall be in effect for the length of any contract made pursuant to the Bid/Proposal, and for any extensions thereof, plus the number of days/months required to *deliver* any outstanding order after the close of the contract period.
- c. Original Insurance Certificates must be furnished to **H-GAC** on request, showing **Contractor** as the insured and showing coverage and limits for the insurances listed above.
- d. If any Product(s) or Service(s) will be provided by parties other than **Contractor**, all such parties are required to carry the minimum insurance coverages specified herein, and if requested by **H-GAC**, a separate insurance certificate must be submitted for each such party.
- e. **H-GAC** reserves the right to contact insurance underwriters to confirm policy and certificate issuance and document accuracy.

ARTICLE 9: PERFORMANCE AND PAYMENT BONDS FOR INDIVIDUAL ORDERS

H-GAC's contractual requirements DO NOT include a Performance & Payment Bond (PPB); therefore, Contractor shall offer pricing that reflects this cost savings. **Contractor** shall remain prepared to offer a PPB to cover any order if so requested by the **END USER**. **Contractor** shall quote a price to **END USER** for provision of any requested PPB, and agrees to furnish the PPB within ten business (10) days of receipt of **END USER's** purchase order.

ARTICLE 10: CHANGE OF STATUS

Contractor shall immediately notify **H-GAC**, in writing, of **ANY** change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name. Contractor shall offer written guidance to advise **H-GAC** if this Agreement shall be affected in any way by such change. **H-GAC** shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Agreement.

ARTICLE 11: TEXAS MOTOR VEHICLE BOARD LICENSING

All that deal in motor vehicles shall maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Agreement term, any required **Contractor** license is denied, revoked, or not renewed, **Contractor** shall be in default of this Agreement, unless the Texas Motor Vehicle

Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to **H-GAC** upon request.

H-GAC

Houston-Galveston Area Council

P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

Cooperative Agreement - VacVision Environmental, LLC - Public Services - 18-00380
18-00380

GENERAL PROVISIONS

This Agreement is made and entered into, by and between the Houston-Galveston Area Council hereinafter referred to as H-GAC having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027 and VacVision Environmental, LLC, hereinafter referred to as the Contractor, having its principal place of business at 10200 U.S. Highway 92 East, Tampa, FL 33610.

WITNESSETH:

WHEREAS, H-GAC hereby engages the Contractor to perform certain services in accordance with the specifications of the Agreement; and

WHEREAS, the Contractor has agreed to perform such services in accordance with the specifications of the Agreement;

NOW, THEREFORE, H-GAC and the Contractor do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

The Contractor warrants and assures H-GAC that it possesses adequate legal authority to enter into this Agreement. The Contractor's governing body, where applicable, has authorized the signatory official(s) to enter into this Agreement and bind the Contractor to the terms of this Agreement and any subsequent amendments hereto.

ARTICLE 2: APPLICABLE LAWS

The Contractor agrees to conduct all activities under this Agreement in accordance with all applicable rules, regulations, directives, standards, ordinances, and laws, in effect or promulgated during the term of this Agreement, including without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Contractor shall furnish H-GAC with satisfactory proof of its compliance therewith.

ARTICLE 3: INDEPENDENT CONTRACTOR

The execution of this Agreement and the rendering of services prescribed by this Agreement do not change the independent status of H-GAC or the Contractor. No provision of this Agreement or act of H-GAC in performance of the Agreement shall be construed as making the Contractor the agent, servant or employee of H-GAC, the State of Texas or the United States Government. Employees of the Contractor are subject to the exclusive control and supervision of the Contractor. The Contractor is solely responsible for employee related disputes and discrepancies, including employee payrolls and any claims arising therefrom.

ARTICLE 4: WHOLE AGREEMENT

The General Provisions, Special Provisions, and Attachments, as provided herein, constitute the complete Agreement ("Agreement") between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Agreement cannot be modified without written consent of the parties.

ARTICLE 5: SCOPE OF SERVICES

The services to be performed by the Contractor are outlined in an Attachment to this Agreement.

ARTICLE 6: PERFORMANCE PERIOD

This Agreement shall be performed during the period which begins 07/01/18 and ends 06/30/21. All services under this Agreement must be rendered within this performance period, unless directly specified under a written change or extension provisioned under Article 15, which shall be fully executed by both parties to this Agreement.

ARTICLE 7: PAYMENT OR FUNDING

Payment provisions under this Agreement are outlined in the Special Provisions.

ARTICLE 8: REPORTING REQUIREMENTS

If the Contractor fails to submit to H-GAC in a timely and satisfactory manner any report required by this Agreement, or otherwise fails to satisfactorily render performances hereunder, H-GAC may terminate this agreement with notice as identified in Article 16 of these General Provisions. H-GAC has final determination of the adequacy of performance and reporting by Contractor. Termination of this agreement for failure to perform may affect Contractor's ability to participate in future opportunities with H-GAC. The Contractor's failure to timely submit any report may also be considered cause for termination of this Agreement.

Any additional reporting requirements shall be set forth in the Special Provisions of this Agreement.

ARTICLE 9: INSURANCE

Contractor shall maintain insurance coverage for work performed or services rendered under this Agreement as outlined and defined in the attached Special Provisions.

ARTICLE 10: SUBCONTRACTS and ASSIGNMENTS

Except as may be set forth in the Special Provisions, the Contractor agrees not to subcontract, assign, transfer, convey, sublet or otherwise dispose of this Agreement or any right, title, obligation or interest it may have therein to any third party without prior written approval of H-GAC. The Contractor acknowledges that H-GAC is not liable to any subcontractor or assignee of the Contractor. The Contractor shall ensure that the performance rendered under all subcontracts shall result in compliance with all the terms and provisions of this Agreement as if the performance rendered was rendered by the Contractor. Contractor shall give all required notices, and comply with all laws and regulations applicable to furnishing and performance of the work. Except where otherwise expressly required by applicable law or regulation, H-GAC shall not be responsible for monitoring Contractor's compliance, or that of Contractor's subcontractors, with any laws or regulations.

ARTICLE 11: AUDIT

Notwithstanding any other audit requirement, H-GAC reserves the right to conduct or cause to be conducted an independent audit of any transaction under this Agreement, such audit may be performed by the H-GAC local government audit staff, a certified public accountant firm, or other auditors designated by H-GAC and will be conducted in accordance with applicable professional standards and practices. The Contractor understands and agrees that the Contractor shall be liable to the H-GAC for any findings that result in monetary obligations to H-GAC.

ARTICLE 12: EXAMINATION OF RECORDS

The Contractor shall maintain during the course of the work complete and accurate records of all of the Contractor's costs and documentation of items which are chargeable to H-GAC under this Agreement. H-GAC, through its staff or designated public accounting firm, the State of Texas, and United States

Government, shall have the right at any reasonable time to inspect, copy and audit those records on or off the premises by authorized representatives of its own or any public accounting firm selected by H-GAC. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. Failure to provide access to records may be cause for termination of the Agreement. The records to be thus maintained and retained by the Contractor shall include (without limitation): (1) personnel and payroll records, including social security numbers and labor classifications, accounting for total time distribution of the Contractor's employees working full or part time on the work, as well as cancelled payroll checks, signed receipts for payroll payments in cash, or other evidence of disbursement of payroll payments; (2) invoices for purchases, receiving and issuing documents, and all other unit inventory records for the Contractor's stocks or capital items; and (3) paid invoices and cancelled checks for materials purchased and for subcontractors' and any other third parties' charges.

The Contractor further agrees that the examination of records outlined in this article shall be included in all subcontractor or third-party agreements.

ARTICLE 13: RETENTION OF RECORDS

The Contractor and its subcontractors shall maintain all records pertinent to this Agreement, and all other financial, statistical, property, participant records, and supporting documentation for a period of no less than seven (7) years from the later of the date of acceptance of the final payment or until all audit findings have been resolved. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the retention period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the seven (7) years, whichever is later, and until any outstanding litigation, audit, or claim has been fully resolved.

ARTICLE 14: CHANGES AND AMENDMENTS

- A. Any alterations, additions, or deletions to the terms of this Agreement, which are required by changes in federal or state law or by regulations, are automatically incorporated without written amendment hereto, and shall become effective on the date designated by such law or by regulation.
- B. To ensure the legal and effective performance of this Agreement, both parties agree that any amendment that affects the performance under this Agreement must be mutually agreed upon and that all such amendments must be in writing. After a period of no less than 30 days subsequent to written notice, unless sooner implementation is required by law, such amendments shall have the effect of qualifying the terms of this Agreement and shall be binding upon the parties as if written herein.

ARTICLE 15: TERMINATION PROCEDURES

The Contractor acknowledges that this Agreement may be terminated for Convenience or Default.

- A. *Convenience*
H-GAC may terminate this Agreement at any time, in whole or in part, with or without cause, whenever H-GAC determines that for any reason such termination is in the best interest of H-GAC, by providing written notice by certified mail to the Contractor. Upon receipt of notice of termination, all services hereunder of the Contractor and its employees and subcontractors shall cease to the extent specified in the notice of termination.

The Contractor may cancel or terminate this Agreement upon submission of thirty (30) days written notice, presented to H-GAC via certified mail. The Contractor may not give notice of cancellation after it has received notice of default from H-GAC.

- B. *Default*

H-GAC may, by written notice of default to the Contractor, terminate the whole or any part of the Agreement, in any one of the following circumstances:

- (1) If the Contractor fails to perform the services herein specified within the time specified herein or any extension thereof; or
- (2) If the Contractor fails to perform any of the other provisions of this Agreement for any reason whatsoever, or so fails to make progress or otherwise violates the Agreements that completion of services herein specified within the Agreement term is significantly endangered, and in either of these two instances does not cure such failure within a period often (10) days (or such longer period of time as may be authorized by H-GAC in writing) after receiving written notice by certified mail of default from H-GAC.

ARTICLE 16: SEVERABILITY

H-GAC and Contractor agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

ARTICLE 17: FORCE MAJEURE

To the extent that either party to this Agreement shall be wholly or partially prevented from the performance of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 18: CONFLICT OF INTEREST

No officer, member or employee of the Contractor or subcontractor, no member of the governing body of the Contractor, and no other public officials of the Contractor who exercise any functions or responsibilities in the review or Contractor approval of this Agreement, shall participate in any decision relating to this Agreement which affects his or her personal interest, or shall have any personal or pecuniary interest, direct or indirect, in this Agreement.

ARTICLE 19: FEDERAL COMPLIANCE

Contractor agrees to comply with all federal statutes relating to nondiscrimination, labor standards, and environmental compliance. Additionally, for work to be performed under the Agreement or subcontract thereof, including procurement of materials or leases of equipment, Contractor shall notify each potential subcontractor or supplier of the Contractor's federal compliance obligations. These may include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) the Fair Labor Standards Act of 1938 (29 USC 676 et. seq.), (d) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990; (e) the Age Discrimination in Employment Act of 1967 (29 USC 621 et. seq.) and the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (f) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (h) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in any specific statute(s)

applicable to any Federal funding for this Agreement; (k) the requirements of any other nondiscrimination statute(s) which may apply to this Agreement; (l) applicable provisions of the Clean Air Act (42 U.S.C. §7401 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. §1251 et seq.), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the Environmental Protection Agency regulations at 40 CFR Part 15; (m) applicable provisions of the Davis- Bacon Act (40 U.S.C. 276a - 276a-7), the Copeland Act (40 U.S.C. 276c), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-332), as set forth in Department of Labor Regulations at 20 CFR 5.5a; (n) the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

ARTICLE 20: CRIMINAL PROVISIONS AND SANCTIONS

The Contractor agrees to perform the Agreement in conformance with safeguards against fraud and abuse as set forth by the H-GAC, the State of Texas, and the acts and regulations of any related state or federal agency. The Contractor agrees to promptly notify H-GAC of any actual or suspected fraud, abuse, or other criminal activity through the filing of a written report within twenty-four (24) hours of knowledge thereof. Contractor shall notify H-GAC of any accident or incident requiring medical attention arising from its activities under this Agreement within twenty-four (24) hours of such occurrence. Theft or willful damage to property on loan to the Contractor from H-GAC, if any, shall be reported to local law enforcement agencies and H-GAC within two (2) hours of discovery of any such act.

The Contractor further agrees to cooperate fully with H-GAC, local law enforcement agencies, the State of Texas, the Federal Bureau of Investigation and any other duly authorized investigative unit, in carrying out a full investigation of all such incidents.

The Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against the Contractor pertaining to this Agreement or which would adversely affect the Contractor's ability to perform services under this Agreement.

ARTICLE 21: INDEMNIFICATION AND RECOVERY

H-GAC's liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will H-GAC be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless H-GAC, its board members, officers, agents, officials, employees and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgments, and liens arising as a result of Contractor's negligent act or omission under this Agreement. Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against Contractor relating to this Agreement.

ARTICLE 22: LIMITATION OF CONTRACTOR'S LIABILITY

Except as specified in any separate writing between the Contractor and an END USER, Contractor's total liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify H-GAC, is limited to the price of the particular products/services sold hereunder, and Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will Contractor be liable for any loss of use, loss of time, inconvenience, commercial loss, loss of profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor understands and agrees that it shall be liable to repay and shall repay upon demand to

END USER any amounts determined by H-GAC, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Agreement.

ARTICLE 23: TITLES NOT RESTRICTIVE

The titles assigned to the various Articles of this Agreement are for convenience only. Titles shall not be considered restrictive of the subject matter of any Article, or part of this Agreement.

ARTICLE 24: JOINT WORK PRODUCT

This Agreement is the joint work product of H-GAC and the Contractor. This Agreement has been negotiated by H-GAC and the Contractor and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against any party.

ARTICLE 25: DISPUTES

All disputes concerning questions of fact or of law arising under this Agreement, which are not addressed within the Whole Agreement as defined pursuant to Article 4 hereof, shall be decided by the Executive Director of H-GAC or his designee, who shall reduce his decision to writing and provide notice thereof to the Contractor. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, the Contractor requests a rehearing from the Executive Director of H-GAC. In connection with any rehearing under this Article, the Contractor shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. The Contractor may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Agreement and in accordance with H-GAC's final decision.

ARTICLE 26: CHOICE OF LAW: VENUE

This Agreement shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with the Agreement shall lie exclusively in Harris County, Texas. Disputes between END USER and Contractor are to be resolved in accordance with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

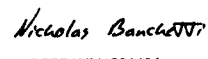
ARTICLE 27: ORDER OF PRIORITY

In the case of any conflict between or within this Agreement, the following order of priority shall be utilized: 1) General Provisions, 2) Special Provisions, 3) Scope of Work, and, 4) Other Attachments.

SIGNATURES:

H-GAC and the Contractor have read, agreed, and executed the whole Agreement as of the date first written above, as accepted by:

VacVision Environmental, LLC

Signature 
B7EF48F41231484...

Name Nicholas Banchetti

Title COO

Date 6/14/2018

H-GAC

DocuSigned by:
Signature 
82EC270D5D61423...

Name Chuck Wemple

Title Executive Director

Date 6/13/2018

Attachment A
VacVision Environmental, LLC
Trenchless Pipeline Rehabilitation Services
Contract No.: TP07-18

Item #	Unit	Pay Item Description	Price
A. Clean/TV and Evaluation for Gravity Pipelines			
A1	LF	Sewer Main Television Inspection (8" through 15" Diameter)	4.00
A2	LF	Sewer Main Television Inspection (18" through 24" Diameter)	6.00
A3	LF	Sewer Main Television Inspection (27" through 36" Diameter)	8.00
A4	LF	Sewer Main Television Inspection (42" through 48" Diameter)	12.00
A5	LF	Sewer Main Television Inspection (54" through 60" Diameter)	14.00
A6	LF	Sewer Main Television Inspection (66" through 72" Diameter)	22.00
A7	LF	Sewer Main Television Inspection (78" through 90" Diameter)	35.00
A8	LF	Sewer Main Television Inspection (96" through 108" Diameter)	40.00
A9	LF	Sewer Main Cleaning - Normal (8" through 15" Diameter)	4.00
A10	LF	Sewer Main Cleaning - Normal (18" through 24" Diameter)	6.00
A11	LF	Sewer Main Cleaning - Normal (27" through 36" Diameter)	8.00
A12	LF	Sewer Main Cleaning - Normal (42" through 48" Diameter)	12.00
A13	LF	Sewer Main Cleaning - Normal (54" through 60" Diameter)	14.00
A14	LF	Sewer Main Cleaning - Normal (66" through 72" Diameter)	22.00
A15	LF	Sewer Main Cleaning - Normal (78" through 90" Diameter)	35.00
A16	LF	Sewer Main Cleaning - Normal (96" through 108" Diameter)	40.00
A17	LF	Sewer Main Cleaning - Mechanical (8" through 15" Diameter)	6.00
A18	LF	Sewer Main Cleaning - Mechanical (18" through 24" Diameter)	8.00
A19	LF	Sewer Main Cleaning - Mechanical (27" through 36" Diameter)	25.00
A20	LF	Sewer Main Cleaning - Mechanical (42" through 48" Diameter)	35.00
A21	LF	Sewer Main Cleaning - Mechanical (54" through 60" Diameter)	38.00
A22	LF	Sewer Main Cleaning - Mechanical (66" through 72" Diameter)	55.00
A23	LF	Sewer Main Cleaning - Mechanical (78" through 90" Diameter)	80.00
A24	LF	Sewer Main Cleaning - Mechanical (96" through 108" Diameter)	110.00
A25	LF	6" Clean and TV storm sewer	5.52
A26	LF	8" Clean and TV storm sewer	5.52
A27	LF	10" Clean and TV storm sewer	6.90
A28	LF	12" Clean and TV storm sewer	6.90
A29	LF	15" Clean and TV storm sewer	9.66
A30	LF	18" Clean and TV storm sewer	13.80
A31	LF	21" Clean and TV storm sewer	16.56
A32	LF	24" Clean and TV storm sewer	19.32
A33	LF	27" Clean and TV storm sewer	20.70
A34	LF	30" Clean and TV storm sewer	27.60
A35	LF	33" Clean and TV storm sewer	34.50
A36	LF	36" Clean and TV storm sewer	41.40
A37	LF	42" Clean and TV storm sewer	55.20
A38	LF	48" Clean and TV storm sewer	69.00
A39	LF	54" Clean and TV storm sewer	82.80
A40	LF	60" Clean and TV storm sewer	100.00
A41	LF	66" Clean and TV storm sewer	115.00
A42	LF	72" Clean and TV storm sewer	130.00
A43	LF	78" Clean and TV storm sewer	145.00
A44	LF	84" Clean and TV storm sewer	160.00
A45	LF	90" Clean and TV storm sewer	175.00
A46	LF	96" Clean and TV storm sewer	190.00
A47	LF	102" Clean and TV storm sewer	205.00
A48	LF	108" Clean and TV storm sewer	220.00
A49	LF	114" Clean and TV storm sewer	235.00
A50	LF	Greater than 114" Clean and TV storm sewer	250.00
A51	LF	6" - 12" Post TV Inspection After Rehabilitation	5.00
A52	LF	14" - 20" Post TV Inspection After Rehabilitation	5.00
A53	LF	21" - 36" Post TV Inspection After Rehabilitation	9.00
A54	LF	37" - 42" Post TV Inspection After Rehabilitation	12.00
A55	LF	43" - 48" Post TV Inspection After Rehabilitation	22.00
A56	LF	49" - 54" Post TV Inspection After Rehabilitation	32.00
A57	LF	55" - 60" Post TV Inspection After Rehabilitation	42.00
A58	LF	61" - 72" Post TV Inspection After Rehabilitation	52.00
A59	LF	73" or Larger Post TV Inspection After Rehabilitation	62.00
A60	EA	Heavy Lift Station Cleaning (Remove all Debris to Bottom of LS - 4 hr minimum)	4312.00
A61	HR	Major Lift Station Cleaning - Additional Hours	1078.00
A62	EA	Minor Lift Station Cleaning (Skimming Top of LS - 4 hr minimum)	1150.00
A63	HR	Minor Lift Station Cleaning - Additional Hours	287.50
A64	HR	Vactor Truck Services	500.00
A65	YD	Waste Water Treatment Plant Debris Removal/Sludge Hauling (Small)	90.00
A66	YD	Waste Water Treatment Plant Debris Removal/Sludge Hauling (Large)	350.00
A67	EA	Re-setup for TV Due to Point Repairs or Obstructions	300.00
A68	LF	Mechanical Root removal	8.00
A69	LF	Grease removal	3.22
A70	EA	Other Remote Obstruction removal (max. 5 lf)	690.00
A71	LF	Smoke Testing	1.84
A72	EA	Manhole/Cleanout & Sewer Line Visual Inspection	184.00

A73	EA	GPS Survey of Manholes & Cleanouts	400.00
A74	EA	Heavy Debris Removal - MAN ENTRY	250.00
A75	EA	Heavy Debris Removal - LARGE DIAMETER MAN ENTRY	500.00
A76	LF	Heavy Debris Removal - REMOTE ENTRY	1000.00
A77	EA	Dyed Water Flooding/Leak Quantification & Evaluation	322.00
B. Centrifugally Cast Pipe Rehabilitation for Sewer Lines			
B1	LF	36" STORM PIPE - QLS REHABILITATION - 1." Thickness	405.00
B2	LF	42" STORM PIPE - QLS REHABILITATION - 1." Thickness	430.00
B3	LF	48" STORM PIPE - QLS REHABILITATION - 1." Thickness	460.00
B4	LF	54" STORM PIPE - QLS REHABILITATION - 1.5" Thickness	645.00
B5	LF	60" STORM PIPE - QLS CAST REHABILITATION - 1.5" Thickness	678.00
B6	LF	66" STORM PIPE - QLS REHABILITATION - 1.5" Thickness	715.00
B7	LF	72" STORM PIPE - QLS REHABILITATION - 1.5" Thickness	850.00
B8	LF	78" STORM PIPE - QLS REHABILITATION - 1.5" Thickness	925.00
B9	LF	84" STORM PIPE - QLS REHABILITATION - 1.5" Thickness	1075.00
B10	LF	90" STORM PIPE - QLS REHABILITATION - 1.5" Thickness	1200.00
B11	LF	96" STORM PIPE - QLS REHABILITATION - 1.5" Thickness	1500.00
B12	LF	102" STORM PIPE - QLS REHABILITATION - 1.5" Thickness	1800.00
B13	LF	108" STORM PIPE - QLS REHABILITATION - 1.5" Thickness	2300.00
B14	LF	Greater than 108" STORM PIPE - QLS REHABILITATION - 1.5" Thickness	2700.00
B15	SF	NON ROUND SEWER PIPE	55.00
B16	LF	36" SANITARY PIPE - QLS REHABILITATION - 1." Thickness	405.00
B17	LF	42" SANITARY PIPE - QLS REHABILITATION - 1." Thickness	430.00
B18	LF	48" SANITARY PIPE - QLS REHABILITATION - 1" Thickness	460.00
B19	LF	54" SANITARY PIPE - QLS REHABILITATION - 1.5" Thickness	645.00
B20	LF	60" SANITARY PIPE - QLS REHABILITATION - 1.5" Thickness	678.00
B21	LF	66" SANITARY PIPE - QLS REHABILITATION - 1.5" Thickness	715.00
B22	LF	72" SANITARY PIPE - QLS REHABILITATION - 1.5" Thickness	850.00
B23	LF	78" SANITARY PIPE - QLS REHABILITATION - 1.5" Thickness	925.00
B24	LF	84" SANITARY PIPE - QLS CAST REHABILITATION - 1.5" Thickness	1075.00
B25	LF	90" SANITARY PIPE - QLS REHABILITATION - 1.5" Thickness	1200.00
B26	LF	96" SANITARY PIPE - QLS REHABILITATION - 1.5" Thickness	1500.00
B27	LF	102" SANITARY PIPE - QLS REHABILITATION - 1.5" Thickness	1800.00
B28	LF	108" SANITARY PIPE - QLS REHABILITATION - 1.5" Thickness	2300.00
B29	LF	Greater than 108" SANITARY PIPE - QLS REHABILITATION - 1.5" Thickness	2700.00
B30	SF	EACH ADDITIONAL .5" Thickness	15.00
B31	SF(of WWF)	REINFORCEMENT WITH WELDED WIRE FABRIC- 4X4W4	15.00
B32	LF(of Rebar)	REINFORCEMENT WITH REBAR- #3	10.00
B33	LF(of Rebar)	REINFORCEMENT WITH REBAR- #4	20.00
B34	LF(of Rebar)	REINFORCEMENT WITH REBAR- #8	40.00
B35	GALLON	INFILTRATION CONTROL- CHEMICAL GROUT	100.00
B36	PAIL	INFILTRATION CONTROL- QUAD-PLUG	50.00
B37	CF	REBUILD INVERT	75.00
B38	LF	JOINT PREPARATION	20.00
B39	SF	ANTIMICROBIAL APPLICATION	5.00
B40	CY	CHANNEL EXCAVATION	50.00
B41	CY	DEBRIS REMOVAL	65.00
B42	AC	CLEARING AND GRUBBING	4500.00
B43	EACH	TREE REMOVAL (6" – 12")	1500.00
B44	EACH	TREE REMOVAL (13" – 23")	3000.00
B45	EACH	TREE REMOVAL (> 24")	5000.00
B46	EACH	REWORK CATCHBASIN COVER TO ACCEPT NEW MANHOLE COVERS	1200.00
B47	EACH	SERVICE LATERAL REINSTATEMENT - MAN ENTRY	250.00
C. Cured-In-Place Pipe (CIPP) Rehabilitation for Sewer Lines			
C1	LF	6" x 4.5mm STEAM / WATER CURE	36.80
C2	LF	8" x 6.0mm STEAM WATER CURE	34.96
C3	LF	10" x 6.0mm STEAM /WATER CURE	38.64
C4	LF	12" x 6.0mm STEAM /WATER CURE	53.36
C5	LF	15" x 7.5mm STEAM /WATER CURE	64.40
C6	LF	18" x 9.0mm STEAM/WATER CURE	78.20
C7	LF	21" x 9.0mm STEAM/WATER CURE	105.80
C8	LF	24" x 10.5mm STEAM/WATER CURE	128.80
C9	LF	27" x 10.5mm STEAM /WATER CURE	147.20
C10	LF	30" x 12.0mm STEAM /WATER CURE	174.80
C11	LF	33" x 12.0mm STEAM /WATER CURE	207.00
C12	LF	36" x 12.0mm STEAM /WATER CURE	230.00
C13	LF	42" x 13.5mm STEAM/WATER CURE	257.60
C14	LF	48" x 15.0mm STEAM /WATER CURE	432.40
C15	LF	54" x 18.0mm STEAM/WATER CURE	552.00
C16	LF	60" x 22.5mm STEAM /WATER CURE	650.00
C17	LF	6" & 8" Additional 1.5mm	0.92
C18	LF	10" & 12" Additional 1.5mm	4.60
C19	LF	15" & 18" Additional 1.5mm	13.80
C20	LF	21" & 24" Additional 1.5mm	23.00
C21	LF	27" Additional 1.5mm	27.60
C22	LF	30" Additional 1.5mm	32.20
C23	EA	33" Additional 1.5mm	36.80
C24	EA	36" Additional 1.5mm	41.40

C25	EA	42" Additional 1.5mm	46.00
C26	EA	48" Additional 1.5mm	55.20
C27	EA	54" Additional 1.5mm	64.40
C28	EA	60" Additional 1.5mm	75.00
C29	EA	Internal reconnects on Cured-in-place pipe	276.00
C30	LF	6" & 8" Additional .7mm	4.00
C31	LF	10" & 12" Additional .7mm	7.00
C32	LF	15" Additional .7mm	9.00
C33	LF	18" Additional .7mm	10.00
C34	LF	21" Additional .7mm	12.00
C35	LF	24" Additional .7mm	14.00
C36	LF	27" Additional .7mm	15.00
C37	LF	30" Additional .7mm	17.00
C38	LF	33" Additional .7mm	18.00
C39	LF	36" Additional .7mm	20.00
C40	LF	42" Additional .7mm	29.00
C41	LF	48" Additional .7mm	42.00
C42	LF	6"-12" CIPP Set-up Charge	7.00
C43	LF	15"-18" CIPP Set-up Charge	12.00
C44	LF	21"-24" CIPP Set-up Charge	18.00
C45	LF	27"-36" CIPP Set-up Charge	24.00
C46	LF	42"-48" CIPP Set-up Charge	24.00
C47	LF	6" - 12" CIPP Additional Charge Per Install Length (>200')	36.00
C48	LF	15" - 18" CIPP Additional Charge Per Install Length (>200')	42.00
C49	LF	21" - 24" CIPP Additional Charge Per Install Length (>200')	42.00
C50	LF	27" - 36" CIPP Additional Charge Per Install Length (>200')	48.00
C51	LF	42" - 48" CIPP Additional Charge Per Install Length (>200')	54.00
C52	LF	6" to 12" Backyard Easement Additional Set-up Per Install Length	5.00
C53	LF	15" to 24" Backyard Easement Additional Set-up Per Install Length	10.00
C54	LF	27" to 48" Backyard Easement Additional Set-up Per Install Length	15.00
C55	EA	4" Wye Top Hat PipePatch Lateral Kit INSTALLED	3000.00
C56	EA	5" Wye Top Hat PipePatch Lateral Kit INSTALLED	3000.00
C57	EA	6" Wye Top Hat PipePatch Lateral Kit INSTALLED	3000.00
C58	EA	4" Tee Top Hat PipePatch Lateral Kit INSTALLED	3000.00
C59	EA	5" Tee Top Hat PipePatch Lateral Kit INSTALLED	3000.00
C60	EA	6" Tee Top Hat PipePatch Lateral Kit INSTALLED	3000.00
C61	LF	4"-6" Installation and cure of lateral liner from surface clean out to main	5980.00
C62	EA	4"-6" Set-up for installations of <20 each total	4600.00
C63	EA	4"-6" Set-up for installations of 20-50 each total	3220.00
C64	EA	4"-6" Set-up for installations of 51-150 each total	1840.00
C65	EA	6" - 12" CIPP Setup Charge (< 300 LF)	1000.00
C66	EA	15" - 21" CIPP Setup Charge (< 300 LF)	1500.00
C67	EA	24" - 36" CIPP Setup Charge (< 300 LF)	2000.00
C68	EA	36" or Larger CIPP Setup Charge (< 300 LF)	4000.00
C69	EA	Backyard Easement Setup (6" - 10")	2500.00
C70	EA	Backyard Easement Setup (12" - 18")	3500.00
C71	SY	Timber Matting for Large Diameter Setup	75.00

D. Pipe Bursting Rehabilitation for Sewer Lines

D1	LF	Burst existing 6" to 6" IPS SDR 19 (0'- 8' deep)	55.00
D2	LF	Burst existing 6" to 6" IPS SDR 19 (8'- 12' deep)	61.00
D3	LF	Burst existing 6" to 6" IPS SDR 19 (12'- 16' deep)	66.00
D4	LF	Burst existing 6" or 8" to 8" IPS SDR 19 (0'- 8' deep)	63.00
D5	LF	Burst existing 6" or 8" to 8" IPS SDR 19 (8'- 12' deep)	66.00
D6	LF	Burst existing 6" or 8" to 8" IPS SDR 19 (12'- 16' deep)	70.00
D7	LF	Burst existing 8" or 10" to 10" IPS SDR 19 (0'- 8' deep)	72.00
D8	LF	Burst existing 8" or 10" to 10" IPS SDR 19 (8'- 12' deep)	78.00
D9	LF	Burst existing 8" or 10" to 10" IPS SDR 19 (12'- 16' deep)	83.00
D10	LF	Burst existing 10" or 12" to 12" IPS SDR 19 (0'- 8' deep)	81.00
D11	LF	Burst existing 10" or 12" to 12" IPS SDR 19 (8'- 12' deep)	85.00
D12	LF	Burst existing 10" or 12" to 12" IPS SDR 19 (12'- 16' deep)	90.00
D13	LF	Burst existing 12" or 15" to 16" IPS SDR 19 (0'- 8' deep)	130.00
D14	LF	Burst existing 12" or 15" to 16" IPS SDR 19 (8'- 12' deep)	142.00
D15	LF	Burst existing 12" or 15" to 16" IPS SDR 19 (12'- 16' deep)	165.00
D16	LF	Burst existing 15" or 18" to 18" IPS SDR 19 (0'- 8' deep)	160.00
D17	LF	Burst existing 15" or 18" to 18" IPS SDR 19 (8'- 12' deep)	188.00
D18	LF	Burst existing 15" or 18" to 18" IPS SDR 19 (12'- 16' deep)	200.00
D19	LF	Burst existing 18" or 21" to 22" IPS SDR 19 (0'- 8' deep)	190.00
D20	LF	Burst existing 18" or 21" to 22" IPS SDR 19 (8'- 12' deep)	224.00
D21	LF	Burst existing 18" or 21" to 22" IPS SDR 19 (12'- 16' deep)	255.00
D22	LF	Burst existing 21" or 24" to 24" IPS SDR 19 (0'- 8' deep)	240.00
D23	LF	Burst existing 21" or 24" to 24" IPS SDR 19 (8'- 12' deep)	270.00
D24	LF	Burst existing 21" or 24" to 24" IPS SDR 19 (12'- 16' deep)	300.00
D25	LF	Burst existing 24" or 27" to 28" IPS SDR 19 (0'- 8' deep)	285.00
D26	LF	Burst existing 24" or 27" to 28" IPS SDR 19 (8'- 12' deep)	300.00
D27	LF	Burst existing 24" or 27" to 28" IPS SDR 19 (12'- 16' deep)	334.00
D28	LF	Burst existing 27" or 30" to 30" IPS SDR 19 (0'- 8' deep)	305.00
D29	LF	Burst existing 27" or 30" to 30" IPS SDR 19 (8'- 12' deep)	340.00
D30	LF	Burst existing 27" or 30" to 30" IPS SDR 19 (12'- 16' deep)	375.00
D31	EA	8" - 12" Pipeburst Setup Charge (< 300 LF)	3500.00

D32	EA	16" - 22" Pipeburst Setup Charge (< 300 LF)	4000.00
D33	EA	24" or Larger Pipeburst Setup Charge (< 300 LF)	6500.00
E. Pipe Bursting Rehabilitation for Water Lines			
E1	LF	Install 2" Fusible PVC or HDPE pre-chlorinated water line, SDR 11, in trench	65.00
E2	LF	Install 4" Fusible PVC or HDPE pre-chlorinated water line, SDR 11, in trench	80.00
E3	LF	Install 6" Fusible PVC or HDPE pre-chlorinated water line, SDR 11, in trench	95.00
E4	LF	Install 8" Fusible PVC or HDPE pre-chlorinated water line, SDR 11, in trench	115.00
E5	LF	Install 10" Fusible PVC or HDPE pre-chlorinated water line, SDR 11, in trench	135.00
E6	LF	Install 12" Fusible PVC or HDPE pre-chlorinated water line, SDR 11, in trench	165.00
E7	EA	6" Flow Stop	6500.00
E8	EA	8" Flow Stop	7200.00
E9	EA	10" Flow Stop	8800.00
E10	EA	12" Flow Stop	10500.00
E11	EA	3/4" Service Tap, Install on 4"-8" Waterline	1000.00
E12	EA	1" Service Tap, Install on 4"-8" Waterline	1200.00
E13	EA	1.5" Service Tap, Install on 4"-8" Waterline	1450.00
E14	EA	2" Service Tap, Install on 4"-8" Waterline	2000.00
E15	EA	3/4" Service Tap, Install on 10"-12" Waterline	1000.00
E16	EA	1" Service Tap, Install on 10"-12" Waterline	1200.00
E17	EA	1.5" Service Tap, Install on 10"-12" Waterline	1450.00
E18	EA	2" Service Tap, Install on 10"-12" Waterline	2000.00
E19	EA	Install 4"-8" tee, to any size	3600.00
E20	EA	Install 10"-12" tee, to any size	4800.00
E21	EA	Install 4"-8" mechanical joint wet connection, to any size	2750.00
E22	EA	Install 10"-12" wet connection, to any size	6000.00
E23	LF	Auger and encase 4"-8", all depths, complete in place (to include pipe in casing)	305.00
E24	LF	Auger and encase 10"-12", all depths, complete in place (to include pipe in casing)	595.00
E25	CY	Annual and void space grouting	200.00
E26	EA	Install 1" Corporation Stop with Valve Box	400.00
E27	EA	Install 2" Corporation Stop with Valve Box	700.00
E28	EA	Install 4" gate valve & box	600.00
E29	EA	Install 6" gate valve & box	800.00
E30	EA	Install 8" gate valve & box	1200.00
E31	EA	Install 12" gate valve & box	2200.00
E32	EA	Install 8"x2" service saddle	900.00
E33	EA	Install 12"x1" service saddle	1200.00
E34	EA	Install 12"x2" service saddle	1300.00
E35	EA	Connect new 1" water line w/existing 1" water line	400.00
E36	EA	Connect new 2" water line w/existing 2" water line	500.00
E37	EA	Connect new 4" water line w/existing 4" water line	600.00
E38	EA	Connect new 6" water line w/existing 6" water line	700.00
E39	EA	Connect new 8" water line w/existing 8" water line	800.00
E40	EA	Connect new 12" water line w/existing 12" water line	1000.00
E41	EA	Install 3/4 inch service connections	525.00
E42	EA	Remove and dispose of existing fire hydrant	500.00
E43	EA	Salvage existing fire hydrant and re-install in new location	3200.00
E44	TON	Repair pavement with cold mix asphalt	150.00
E45	EA	Furnish and install 8" x 6" ductile iron fire hydrant tee	535.00
E46	EA	Furnish and install 6" ductile iron pipe fire hydrant lead piping	625.00
E47	EA	Furnish and install 8" x 6" fire hydrant or approved equal, including lead & FH valve	4500.00
F. Slip-lining With HDPE or FRP Rehabilitation			
F1	LF	6" HDPE IPS SDR 21 (0'- 8' deep)	46.00
F2	LF	6" HDPE IPS SDR 21 (8'- 12' deep)	50.60
F3	LF	6" HDPE IPS SDR 21 (12'- 16' deep)	55.20
F4	LF	8" HDPE IPS SDR 21 (0'- 8' deep)	46.00
F5	LF	8" HDPE IPS SDR 21 (8'- 12' deep)	50.60
F6	LF	8" HDPE IPS SDR 21 (12'- 16' deep)	55.20
F7	LF	10" HDPE IPS SDR 21 (0'- 8' deep)	50.60
F8	LF	10" HDPE IPS SDR 21 (8'- 12' deep)	55.20
F9	LF	10" HDPE IPS SDR 21 (12'- 16' deep)	59.80
F10	LF	12" HDPE IPS SDR 21 (0'- 8' deep)	59.80
F11	LF	12" HDPE IPS SDR 21 (8'- 12' deep)	64.40
F12	LF	12" HDPE IPS SDR 21 (12'- 16' deep)	69.00
F13	LF	16" HDPE IPS SDR 21 (0'- 8' deep)	69.00
F14	LF	16" HDPE IPS SDR 21 (8'- 12' deep)	78.20
F15	LF	16" HDPE IPS SDR 21 (12'- 16' deep)	92.00
F16	LF	18" HDPE IPS SDR 21 (0'- 8' deep)	82.80
F17	LF	18" HDPE IPS SDR 21 (8'- 12' deep)	92.00
F18	LF	18" HDPE IPS SDR 21 (12'- 16' deep)	110.40
F19	LF	20" HDPE IPS SDR 21 (0'- 8' deep)	110.40
F20	LF	20" HDPE IPS SDR 21 (8'- 12' deep)	119.60
F21	LF	20" HDPE IPS SDR 21 (12'- 16' deep)	133.40
F22	LF	24" HDPE IPS SDR 21 (0'- 8' deep)	128.80
F23	LF	24" HDPE IPS SDR 21 (8'- 12' deep)	138.00
F24	LF	24" HDPE IPS SDR 21 (12'- 16' deep)	151.80
F25	LF	27" Installation of FRP or SRPCP segments (20 lf std. Segments)	253.00
F26	LF	30" Installation of FRP or SRPCP segments (20 lf std. Segments)	276.00
F27	LF	36" Installation of FRP or SRPCP segments (20 lf std. Segments)	322.00

F28	LF	42" Installation of FRP or SRPCP segments (20 lf std. Segments)	368.00
F29	LF	48" Installation of FRP or SRPCP segments (20 lf std. Segments)	506.00
F30	LF	54" Installation of FRP or SRPCP segments (20 lf std. Segments)	552.00
F31	LF	60" Installation of FRP or SRPCP segments (20 lf std. Segments)	736.00
F32	LF	72" Installation of FRP or SRPCP segments (20 lf std. Segments)	920.00
F33	LF	27" Installation of FRP or SRPCP segments <10lf joints	303.60
F34	LF	30" Installation of FRP or SRPCP segments <10lf joints	331.20
F35	LF	36" Installation of FRP or SRPCP segments <10lf joints	386.40
F36	LF	42" Installation of FRP or SRPCP segments <10lf joints	441.60
F37	LF	48" Installation of FRP or SRPCP segments <10lf joints	607.20
F38	LF	54" Installation of FRP or SRPCP segments <10lf joints	662.40
F39	LF	60" Installation of FRP or SRPCP segments <10lf joints	883.20
F40	LF	72" Installation of FRP or SRPCP segments <10lf joints	1104.00
F41	LS	27" Set-up for contiguous installations < 150 lf	920.00
F42	LS	30" Set-up for contiguous installations < 150 lf	1840.00
F43	LS	36" Set-up for contiguous installations < 150 lf	1840.00
F44	LS	42" Set-up for contiguous installations < 150 lf	1840.00
F45	LS	48" Set-up for contiguous installations < 150 lf	1840.00
F46	LS	54" Set-up for contiguous installations < 150 lf	1840.00
F47	LS	60" Set-up for contiguous installations < 150 lf	1840.00
F48	LS	72" Set-up for contiguous installations < 150 lf	1840.00
F49	CUFT	All Sizes Annular space grouting cement slurry base	60.00
F50	LS	All Sizes Set-up for annular space grouting <100 cubic feet	5000.00
F51	LB	High Density Urethane for grouting, slab lifting, void filling, pipe sealing etc.(500lb.min)	92.00
G. Manhole and Structure Rehabilitation			
G1	G1	Structure (Manhole) Rehabilitation and Corrosion Protection and Additional Associated Items.	
G2	VF	Manhole Rehabilitation (Standard 4-ft Diameter) - 1-inch Portland-based cementitious liner	150.00
G3	VF	Manhole Rehabilitation (Standard 5-ft Diameter) - 1-inch Portland-based cementitious liner	160.00
G4	VF	Manhole Rehabilitation (Standard 6-ft Diameter) - 1-inch Portland-based cementitious liner	170.00
G5	VF	Manhole Rehabilitation (Standard 4-ft Diameter) - 1-inch Calcium Aluminate-based cementitious liner	200.00
G6	VF	Manhole Rehabilitation (Standard 5-ft Diameter) - 1-inch Calcium Aluminate-based cementitious liner	230.00
G7	VF	Manhole Rehabilitation (Standard 6-ft Diameter) - 1-inch Calcium Aluminate-based cementitious liner	260.00
G8	VF	Manhole Rehabilitation (Standard 4-ft Diameter) - 125 mil Epoxy / Polyurea / or approved equal	300.00
G9	VF	Manhole Rehabilitation (Standard 5-ft Diameter) - 125 mil Epoxy / Polyurea / or approved equal	350.00
G10	VF	Manhole Rehabilitation (Standard 6-ft Diameter) - 125 mil Epoxy / Polyurea / or approved equal	400.00
G11	VF	Manhole Rehabilitation (Standard 4-ft Diameter) - 1-inch Geopolymer liner	400.00
G12	VF	Manhole Rehabilitation (Standard 5-ft Diameter) - 1-inch Geopolymer liner	450.00
G13	VF	Manhole Rehabilitation (Standard 6-ft Diameter) - 1-inch Geopolymer liner	500.00
G14	VF	Manhole Rehabilitation (Standard 4-ft Diameter) - Composite System - 1" Cementitious + 125 mils Epoxy / Polyurea	600.00
G15	VF	Manhole Rehabilitation (Standard 5-ft Diameter) - Composite System - 1" Cementitious + 125 mils Epoxy / Polyurea	650.00
G16	VF	Manhole Rehabilitation (Standard 6-ft Diameter) - Composite System - 1" Cementitious + 125 mils Epoxy / Polyurea	700.00
G17	EA	Rebuild Bench and Invert	1000.00
G18	SQFT	Lift / Pump Station Rehabilitation - 125 mil Epoxy / Polyurea / or approved equal	80.00
G19	SQFT	Lift / Pump Station Rehabilitation - Composite System - 1" Cementitious + 125 mils Epoxy / Polyurea	175.00
G20	SQFT	Lift / Pump Station Rehabilitation - Composite System - each additional 1/2 inch Cementitious liner	25.00
G21	SQFT	Lift / Pump Station Rehabilitation - 1-inch Geopolymer liner	145.00
G22	SQFT	Lift / Pump Station Rehabilitation - Geopolymer liner each additional 1/2 inch	40.00
G23	SQFT	WWTP Structure Rehabilitation - 125 mil Epoxy / Polyurea / or approved equal	80.00
G24	SQFT	WWTP Structure Rehabilitation - Composite System - 1" Cementitious + 125 mils Epoxy / Polyurea	175.00
G25	SQFT	WWTP Structure Rehabilitation - Composite System - each additional 1/2 inch Cementitious liner	25.00
G26	SQFT	WWTP Structure Rehabilitation - 1-inch Geopolymer liner	145.00
G27	SQFT	WWTP Structure Rehabilitation - Geopolymer liner each additional 1/2 inch	40.00
G28	EA	Vacuum Test Manhole (12" mainline or smaller)	400.00
G29	EA	Holiday Test Manhole (Epoxy Only)	400.00
G30	SQFT	Sewer Structure Rehabilitation (Non-circular or manholes greater than 4-ft Diameter) - 1-inch cementitious	35.00
G31	VF	Manhole Rehabilitation - Epoxy/Polyurea/or approved equal - (Standard 4-ft Diameter)	400.00
G32	SQFT	Sewer Structure Rehabilitation (Non-circular or manholes greater than 4-ft Diameter) - Epoxy/Polyurea/or approved equal	80.00
G33	VF	Manhole Rehabilitation - w/1 inch Geopolymer	400.00
G34	SQFT	Sewer Structure Rehabilitation (Non-circular or manholes greater than 4-ft Diameter) - 1-inch Geopolymer	145.00
G35	EA	Installation of FRP rehabilitation structures up to 6' depth (Standard 4-ft Diameter)	1800.00
G36	VF	Additional depth for FRP rehabilitation structures (Standard 4-ft Diameter)	400.00
G37	SQFT	All Sizes Installation of poured in place structure without forms remaining depth <10 vf	90.00
G38	SQFT	All Sizes Installation of poured in place structure with forms remaining depth <10 vf	90.00
G39	SQFT	All Sizes Installation of poured in place structure without forms remaining depth +10 vf <20 vf	90.00
G40	SQFT	All Sizes Installation of poured in place structure with forms remaining depth +10 vf <20 vf	90.00
G41	SQFT	All Sizes Installation of poured in place structure without forms remaining depth +20 vf <40 vf	90.00
G42	SQFT	All Sizes Installation of poured in place structure with forms remaining depth +20 vf <40 vf	90.00
G43	LS	All Sizes Set-up for install of poured in place MH structure <100 sq ft	1380.00

G44	EA	All Sizes Installation of Manhole Chimney Seal	552.00
G45	EA	New manhole frame and cover-24"	850.00
G46	EA	New manhole frame and cover-32"	1500.00
G47	EA	Premium manhole frame and cover (i.e. CertainTeed PAM locking units etc.)-24"	1600.00
G48	EA	Premium manhole frame and cover (i.e. CertainTeed PAM locking units etc.)-32"	1920.00
G49	EA	Adjust manhole frame and cover up to 1 Ft	950.00
G50	VF	Adjust manhole frame and cover over 1 Ft	500.00
G51	EACH	Invert Installation, 4' Dia.	1400.00
G52	EACH	Invert Installation, 5' Dia.	1500.00
G53	EACH	Invert Installation, 6' Dia.	1700.00
G54	SF	Invert Installation, Other Configurations	2500.00
H. Excavation and Associated Items.			
H1	EA	6" - 8" Point repair (0'- 8' deep)	4830.00
H2	EA	6" - 8" Point repair (8'- 12' deep)	5520.00
H3	EA	6" - 8" Point repair (12'-16' deep)	10350.00
H4	EA	10" - 12" Point repair (0'- 8' deep)	5060.00
H5	EA	10" - 12" Point repair (8'- 12' deep)	5750.00
H6	EA	10" - 12" Point repair (12'-16' deep)	11500.00
H7	EA	15" - 18" Point repair (0'-8' deep)	6900.00
H8	EA	15" - 18" Point repair (8'-12' deep)	8050.00
H9	EA	15" - 18" Point repair (12'-16' deep)	13800.00
H10	EA	21" - 24" Point repair (0'-8' deep)	13800.00
H11	EA	21" - 24" Point repair (8'-12' deep)	16100.00
H12	EA	21" - 24" Point repair (12'-16' deep)	20700.00
H13	LF	6" - 8" Point repair extra length over 10 linear feet	89.70
H14	LF	10" - 12" Point repair extra length over 10 linear feet	89.70
H15	LF	15" - 18" Point repair extra length over 10 linear feet	138.00
H16	LF	21" - 24" Point repair extra length over 10 linear feet	207.00
H17	EA	Obstruction Removal (0'- 12' deep)	3450.00
H18	EA	Obstruction Removal (12'- 15' deep)	5750.00
H19	EA	External reconnect (0'- 8' deep) up to 5 linear feet	1265.00
H20	EA	External reconnect (8'- 12' deep) up to 5 linear feet	1725.00
H21	EA	External reconnect (12'- 16' deep) up to 5 linear feet	4025.00
H22	EA	External reconnect (16-20' deep) up to 5 linear feet	9775.00
H23	EA	External reconnect (over 20' deep) up to 5 linear feet	14375.00
H24	LF	Extra length service connection over 5 linear feet	127.00
H25	EA	Remove and replace or install cleanout	1840.00
H26	LF	New pipe installation by open cut 6" - 8" (0'- 8' deep)	75.00
H27	LF	New pipe installation by open cut 6" - 8" (8'- 12' deep)	80.00
H28	LF	New pipe installation by open cut 6" - 8" (12'-16' deep)	105.00
H29	LF	New pipe installation by open cut 10" - 12" (0'- 8' deep)	79.00
H30	LF	New pipe installation by open cut 10" - 12" (8'- 12' deep)	86.00
H31	LF	New pipe installation by open cut 10" - 12" (12'-16' deep)	115.00
H32	LF	New pipe installation by open cut 15" - 18" (0'-8' deep)	125.00
H33	LF	New pipe installation by open cut 15" - 18" (8'-12' deep)	145.00
H34	LF	New pipe installation by open cut 15" - 18" (12'-16' deep)	165.00
H35	LF	New pipe installation by open cut 21" - 24" (0'-8' deep)	145.00
H36	LF	New pipe installation by open cut 21" - 24" (8'-12' deep)	165.00
H37	LF	New pipe installation by open cut 21" - 24" (12'-16' deep)	185.00
H38	EA	Mobilization for open cut WO under 200' of pipe	2500.00
H39	EA	Connection to existing manhole for open cut intallation	2000.00
H40	EA	Pipe Seal Fix (8" Diameter)-Stainless Steel with EDPM	3500.00
H41	EA	Pipe Seal Fix (10" Diameter)-Stainless Steel with EDPM	3640.00
H42	EA	Pipe Seal Fix (12" Diameter)-Stainless Steel with EDPM	3780.00
H43	EA	Pipe Seal Fix (15" Diameter)-Stainless Steel with EDPM	4060.00
H44	EA	Pipe Seal Fix (18" Diameter)-Stainless Steel with EDPM	4340.00
H45	EA	Pipe Seal Fix (21" Diameter)-Stainless Steel with EDPM	4760.00
H46	EA	Pipe Seal Fix (24" Diameter)-Stainless Steel with EDPM	5320.00
H47	EA	Access Pit (0'-8' deep)	2875.00
H48	EA	Access Pit (8'-12' deep)	4025.00
H49	EA	Access Pit (12'-16' deep)	7475.00
H50	EA	Access Pit (16'-20' deep)	9775.00
H51	EA	Access Pit (over 20' deep)	15000.00
H52	EA	Potholing for Nearby Utility Location or Obstruction Removal (0'-8' deep)	2300.00
H53	EA	Potholing for Nearby Utility Location or Obstruction Removal (8'-12' deep)	2875.00
H54	EA	Potholing for Nearby Utility Location or Obstruction Removal (12'-16' deep)	4025.00
H55	EA	Potholing for Nearby Utility Location or Obstruction Removal (16'-20' deep)	7475.00
H56	LF	Trench safety (0-8' deep)	5.75
H57	LF	Trench safety (8-12' deep)	9.00
H58	LF	Trench safety (12-16' deep)	20.00
H59	LF	Trench safety (16-20' deep)	35.00
H60	LF	Trench safety over 20' deep)	100.00
H61	EA	Install New 4' DIA precast manhole 0' - 6' deep	5980.00
H62	VF	Extra depth 4' DIA precast manhole over 6' deep	633.00
H63	EA	Install New 5' DIA precast manhole 0' - 6' deep	7820.00
H64	VF	Extra depth 5' DIA precast manhole over 6' deep	863.00
H65	EA	Install New 6' DIA precast manhole 0' - 6' deep	11270.00
H66	VF	Extra depth 6' DIA precast manhole over 6' deep	1214.00
H67	EA	Install New 4' DIA fiberglass manhole 0' - 6' deep	6325.00

H68	VF	Extra depth 4' DIA fiberglass manhole over 6' deep	633.00
H69	EA	Install New 5' DIA fiberglass manhole 0' - 6' deep	8050.00
H70	VF	Extra depth 5' DIA fiberglass manhole over 6' deep	914.00
H71	EA	Install New 6' DIA fiberglass manhole 0' - 6' deep	13800.00
H72	VF	Extra depth 6' DIA fiberglass manhole over 6' deep	1214.00
H73	EA	Sanitary Sewer Structure, Type B Structure, Up to 6' deep	14375.00
H74	VF	Extra Depth Type B Structure, greater than 6' depth	863.00
H75	EA	Sanitary Sewer Structure, Type C Structure, Up to 6' deep	14375.00
H76	VF	Extra Depth Type C Structure, greater than 6' depth	863.00
H77	TON	Cement stabilized sand	44.00
H78	TON	Granular backfill/Crushed Rock	41.00
H79	CY	Flowable Fill	167.00
H80	EA	Dewatering setup (well pointing) maximum 25' deep, includes 20 linear feet setup	8625.00
H81	LF	Extra length dewatering over 20 linear feet	100.00
H82	DAY	Operation Maintain Well Points by the Day	978.00
H83	CY	Extra hand excavation	144.00

I. Horizontal Directional Drilling (HDD)

I1	IN/DIA/LF	2"-4" Installation of pipe clay ground conditions (pipe cost excluded)	38.79
I2	IN/DIA/LF	2"-4" Installation of pipe loose sand ground conditions (pipe cost excluded)	38.79
I3	IN/DIA/LF	2"-4" Installation of pipe rock ground conditions<3000 psi (pipe cost excluded)	45.00
I4	IN/DIA/LF	2"-4" Installation of pipe rock ground conditions 3-8000 psi (pipe cost excluded)	46.88
I5	IN/DIA/LF	2"-4" Installation of pipe ground conditions per 1000 psi increase over 8000 psi	5.63
I6	IN/DIA/LF	6"-8" Installation of pipe clay ground conditions (pipe cost excluded)	43.28
I7	IN/DIA/LF	6"-8" Installation of pipe loose sand ground conditions (pipe cost excluded)	43.28
I8	IN/DIA/LF	6"-8" Installation of pipe rock ground conditions<3000 psi (pipe cost excluded)	48.91
I9	IN/DIA/LF	6"-8" Installation of pipe rock ground conditions 3-8000 psi (pipe cost excluded)	59.21
I10	IN/DIA/LF	6"-8" Installation of pipe ground conditions per 1000 psi increase over 8000 psi	8.13
I11	IN/DIA/LF	10"-12" Installation of pipe clay ground conditions (pipe cost excluded)	46.88
I12	IN/DIA/LF	10"-12" Installation of pipe loose sand ground conditions (pipe cost excluded)	46.88
I13	IN/DIA/LF	10"-12" Installation of pipe rock ground conditions<3000 psi (pipe cost excluded)	50.68
I14	IN/DIA/LF	10"-12" Installation of pipe rock ground conditions 3-8000 psi (pipe cost excluded)	70.31
I15	IN/DIA/LF	10"-12" Installation of pipe ground conditions per 1000 psi increase over 8000 psi	13.75
I16	IN/DIA/LF	15"-18" Installation of pipe clay ground conditions (pipe cost excluded)	160.71
I17	IN/DIA/LF	15"-18" Installation of pipe loose sand ground conditions (pipe cost excluded)	160.71
I18	IN/DIA/LF	15"-18" Installation of pipe rock ground conditions<3000 psi (pipe cost excluded)	208.34
I19	IN/DIA/LF	15"-18" Installation of pipe rock ground conditions 3-8000 psi (pipe cost excluded)	225.00
I20	IN/DIA/LF	15"-18" Installation of pipe ground conditions per 1000 psi increase over 8000 psi	26.04
I21	IN/DIA/LF	21"-24" Installation of pipe clay ground conditions (pipe cost excluded)	187.50
I22	IN/DIA/LF	21"-24" Installation of pipe loose sand ground conditions (pipe cost excluded)	187.50
I23	IN/DIA/LF	21"-24" Installation of pipe rock ground conditions<3000 psi (pipe cost excluded)	255.69
I24	IN/DIA/LF	21"-24" Installation of pipe rock ground conditions 3-8000 psi (pipe cost excluded)	312.50
I25	IN/DIA/LF	21"-24" Installation of pipe ground conditions per 1000 psi increase over 8000 ps	31.96
I26	EA	Access Pit for Directional Drill (0'-8' deep)	1106.25
I27	EA	Access Pit for Directional Drill (8'-12' deep)	1666.25
I28	EA	Access Pit for Directional Drill (12'-16' deep)	2962.50
I29	EA	Access Pit for Directional Drill (16'-20' deep)	5556.25
I30	LS	2"-4" Set-up for contiguous lengths <150 lf	3625.00
I31	LS	6"-8" Set-up for contiguous lengths <150 lf	3625.00
I32	LS	10"-12" Set-up for contiguous lengths <150 lf	3625.00
I33	LS	15"-18" Set-up for contiguous lengths <150 lf	3625.00
I34	LS	21"-24" Set-up for contiguous lengths <150 lf	3625.00
I35	LS	27"-36" Set-up for contiguous lengths <150 lf	3625.00

J. Bypass Pumping for Gravity Pipe and Associated Items.

J1	EA	Set up 4" pump and piping including up to 1000 feet of bypass discharge line	2559.00
J2	EA	Set up 6" pump and piping including up to 1000 feet of bypass discharge line	4800.00
J3	EA	Set up 8" pump and piping including up to 1000 feet of bypass discharge line	11000.00
J4	EA	Set up 12" pump and piping including up to 1000 feet of bypass discharge line	17400.00
J5	EA	Set up 18" pump and piping including up to 1000 feet of bypass discharge line	27000.00
J6	LF	Additional Length 8" Bypass Discharge Line over 1000 feet	36.00
J7	LF	Additional Length 10" Bypass Discharge Line over 1000 feet	48.00
J8	LF	Additional Length 12" Bypass Discharge Line over 1000 feet	88.00
J9	LF	Additional Length 18" Bypass Discharge Line over 1000 feet	132.00
J10	DAY	Operate 4" pumping System per pump	500.00
J11	DAY	Operate 6" pumping System per pump	2880.00
J12	DAY	Operate 8" pumping System per pump	5640.00
J13	DAY	Operate 12" pumping System per pump	8840.00
J14	DAY	Operate 18" pumping System per pump	17760.00
J15	DAY	Bypass - Driveway Ramp (Setup, Operate, Maintain)	3000.00
J16	DAY	Bypass - Street Ramp (Setup, Operate, Maintain)	3000.00
J17	LF	Bypass - Street Trenching excluding restoration for 8" Pipe (Setup, Operate, Maintain)	92.00
J18	LF	Bypass - Street Trenching excluding restoration for 12" Pipe (Setup, Operate, Maintain)	92.00
J19	LF	Bypass - Street Trenching excluding restoration for 18" Pipe (Setup, Operate, Maintain)	92.00
J20	DAY	PIPE FUSION MACHINE 6"-18"	625.00
J21	DAY	PIPE FUSION MACHINE 4" - 12"	550.00
J22	DAY	PUMP 3" SELF PRIME - DIESEL	87.50
J23	DAY	PUMP 3" VENTURI PRIME - DIESEL	106.00
J24	DAY	PUMP 4" VAC ASSIST - DIESEL	148.00
J25	DAY	PUMP 4" DBA-SILENCER VAC ASSIST - DIESEL	153.00

J26	DAY	PUMP 6" VAC ASSIST - DIESEL	163.00
J27	DAY	PUMP 6" DBA-SILENCER VAC ASSIST - DIESEL	191.00
J28	DAY	PUMP 8" VENTURI PRIME - DIESEL	258.00
J29	DAY	PUMP 8" SUPER VENTURI PRIME - DIESEL	258.00
J30	DAY	PUMP 8" SUPER VAC ASSIST - DIESEL	258.00
J31	DAY	PUMP 8" SUPER VAC ASSIST - DIESEL	450.00
J32	DAY	PUMP 12" VENTURI PRIME - DIESEL	430.00
J33	DAY	PUMP 12" VAC ASSIST - DIESEL	430.00
J34	DAY	PUMP 12" DBA-SILENCER VAC ASSIST - DSL	600.00
J35	DAY	PUMP 12" SUPERVAC ASSIST - DIESEL	430.00
J36	DAY	PUMP 12"DBA-SILNCER SUPER VAC ASSIST-DSL	600.00
J37	DAY	PUMP 14" VAC ASSIST - DIESEL	758.00
J38	DAY	PUMP 18" VAC ASSIST - DIESEL	1225.00
J39	DAY	PUMP 18" DBA-SILENCER VAC ASSIST - DSL	875.00
J40	DAY	PUMP 10X8 VAC ASSIST - DIESEL	438.00
J41	DAY	PUMP 10X8 DBA-SILENCER VAC ASSIST-DIESEL	625.00
J42	DAY	PUMP 1" TO 1.5" AOD - POLY	67.00
J43	DAY	PUMP 2" AOD - ALUMINUM	47.00
J44	DAY	PUMP 2" AOD - STAINLESS	95.00
J45	DAY	PUMP 2" AOD - POLY	116.00
J46	DAY	PUMP 3" AOD - ALUMINUM	53.00
J47	DAY	PUMP 3" AOD - STAINLESS	116.00
J48	DAY	PUMP 2" TRASH	75.00
J49	DAY	PUMP 3" TRASH	106.00
J50	DAY	PUMP 4" TRASH	147.00
J51	DAY	PUMP 4" HYDRAULIC HEAD - VORTEX	125.00
J52	DAY	4" HYDRAULIC PUMP HEAD - CAST IRON	125.00
J53	DAY	4" HYDRAULIC PUMP HEAD - SLUDGE	125.00
J54	DAY	6" HYDRAULIC PUMP HEAD - CAST IRON	150.00
J55	DAY	6" HYDRAULIC PUMP HEAD - STAINLESS	150.00
J56	DAY	6" HYDRAULIC PUMP HEAD - SLUDGE	150.00
J57	DAY	8" HYDRAULIC PUMP HEAD - CAST IRON	188.00
J58	DAY	12" HYDRAULIC PUMP HEAD - CAST IRON	250.00
J59	DAY	25HP HYDRAULIC POWER UNIT	188.00
J60	DAY	65HP HYDRAULIC POWER UNIT	250.00
J61	DAY	150HP HYDRAULIC POWER UNIT	584.00
J62	DAY	PUMP 6" PISTON DBA-WELLPOINT - DIESEL	250.00
J63	DAY	PUMP 8" PISTON DBA-WELLPOINT - DIESEL	375.00
J64	DAY	GATE VALVE 6" AND UNDER STAINLESS STEEL	20.00
J65	DAY	GATE VALVE 8"	19.00
J66	DAY	GATE VALVE 8" STAINLESS STEEL	38.00
J67	DAY	GATE VALVE 12"	7.00
J68	DAY	GATE VALVE 12" STAINLESS STEEL	28.00
J69	DAY	GATE VALVE 14"	20.00
J70	DAY	18" KNIFE GATE VALVE	185.00
J71	DAY	GATE VALVE 12"	7.00
J72	DAY	4" CHECK VALVE	16.00
J73	DAY	12" CHECK VALVE	47.00
J74	DAY	STANDALONE PUMP MANIFOLD	188.00
J75	DAY	HOSE 2X20 PVC SUCTION - CAMLOCK	12.00
J76	DAY	HOSE 2X20 RUBBER SUCTION - CAMLOCK	12.00
J77	DAY	HOSE 2X50 RUBBER DISCHARGE - CAMLOCK	12.00
J78	DAY	HOSE 2X50 LAYFLAT DISCHARGE - CAMLOCK	9.00
J79	DAY	HOSE 3X20 PVC SUCTION - CAMLOCK	33.00
J80	DAY	HOSE 3X20 TANK TRUCK - CAMLOCK	33.00
J81	DAY	HOSE 3X20 RUBBER SUCTION - CAMLOCK	33.00
J82	DAY	HOSE 3X50 LAYFLAT DISCHARGE - CAMLOCK	10.00
J83	DAY	HOSE 4X10 RUBBER SUCTION - QC	19.00
J84	DAY	HOSE 4X20 PVC SUCTION - CAMLOCK	14.00
J85	DAY	HOSE 4X20 KANAFLEX SUCTION - CAMLOCK	24.00
J86	DAY	HOSE 4X20 OSD - FLANGED	31.00
J87	DAY	HOSE 4X20 TANK TRUCK - FLANGED	31.00
J88	DAY	HOSE 4X20 TANK TRUCK - CAMLOCK	24.00
J89	DAY	HOSE 4X20 RUBBER SUCTION - CAMLOCK	24.00
J90	DAY	HOSE 4X20 RUBBER SUCTION - QC	24.00
J91	DAY	HOSE 4X50 LAYFLAT DISCHARGE - CAMLOCK	24.00
J92	DAY	HOSE 4X50 LAYFLAT DISCHARGE - QC	24.00
J93	DAY	HOSE 4X50 RUBBER DISCHARGE - CAMLOCK	24.00
J94	DAY	HOSE 6X10 RUBBER SUCTION - CAMLOCK	24.00
J95	DAY	HOSE 6X10 RUBBER SUCTION - QC	24.00
J96	DAY	HOSE 6X20 PVC SUCTION - CAMLOCK	24.00
J97	DAY	HOSE 6X20 KANAFLEX SUCTION - CAMLOCK	44.00
J98	DAY	HOSE 6X20 KANAFLEX SUCTION - QC	44.00
J99	DAY	HOSE 6X20 COMPOSITE OSD - FLANGED	44.00
J100	DAY	HOSE 6X20 OSD - FLANGED	44.00
J101	DAY	HOSE 6X20 TANK TRUCK - CAMLOCK	44.00
J102	DAY	HOSE 6X20 RUBBER SUCTION - CAMLOCK	44.00
J103	DAY	HOSE 6X20 RUBBER SUCTION - QC	44.00
J104	DAY	HOSE 6X50 LAYFLAT DISCHARGE - CAMLOCK	44.00
J105	DAY	HOSE 6X50 LAYFLAT DISCHARGE - QC	44.00

J106	DAY	HOSE 6X50 RUBBER DISCHARGE - CAMLOCK	44.00
J107	DAY	HOSE 8X10 KANAFLEX SUCTION - QC	75.00
J108	DAY	HOSE 8X10 RUBBER SUCTION - QC	50.00
J109	DAY	HOSE 8X20 KANAFLEX SUCTION - CAMLOCK	50.00
J110	DAY	HOSE 8X20 KANAFLEX SUCTION - QC	50.00
J111	DAY	HOSE 8X20 COMPOSITE OSD - FLANGED	50.00
J112	DAY	HOSE 8X20 OSD - FLANGED	50.00
J113	DAY	HOSE 8X20 RUBBER SUCTION - QC	50.00
J114	DAY	HOSE 8X50 LAYFLAT DISCHARGE - CAMLOCK	50.00
J115	DAY	HOSE 8X50 LAYFLAT DISCHARGE - QC	50.00
J116	DAY	HOSE 8X50 RUBBER DISCHARGE - QC	57.00
J117	DAY	HOSE 10X20 OSD - FLANGED	125.00
J118	DAY	HOSE 12X10 STAINLESS - FLANGED	83.00
J119	DAY	HOSE 12X10 OSD - FLANGED	83.00
J120	DAY	HOSE 12X10 RUBBER SUCTION - FLANGED	83.00
J121	DAY	HOSE 12X10 RUBBER SUCTION - QC	75.00
J122	DAY	HOSE 12X20 OSD - FLANGED	83.00
J123	DAY	HOSE 12X20 RUBBER SUCTION - QC	74.00
J124	DAY	HOSE 12X25 OSD - FLANGED	74.00
J125	DAY	HOSE 12X25 OSD DISCHARGE - FLANGED	148.00
J126	DAY	HOSE 12X30 OSD DISCHARGE - FLANGED	148.00
J127	DAY	HOSE 14X10 OSD - FLANGED	144.00
J128	DAY	HOSE 14X20 OSD - FLANGED	63.00
J129	DAY	6 X 6 CONTAINMENT BERM	19.00
J130	DAY	8" 45 DEGREE QC ELBOW FITTING	19.00
J131	DAY	8" 90 DEGREE BAUER FITTING	113.00
J132	DAY	1 X 50 HYD HOSE	113.00
J133	DAY	1-1/4 X 50 HYDRAULIC HOSE	13.00
J134	DAY	FLANGED REDUCERS (ALL SIZES)	7.00
J135	DAY	Y'S	13.00
J136	DAY	T'S	7.00
J137	DAY	STRAINERS (ALL SIZES)	19.00
J138	DAY	BUTTERFLY VALVES	25.00
J139	DAY	90'S	25.00
J140	DAY	45'S	19.00
J141	DAY	4" ISOLATION VALVE	17.00
J142	DAY	GATE VALVE 6" AND UNDER	19.00
J143	DAY	12" HDPE 90	125.00
J144	DAY	SUCTION/DISCHARGE MANIFOLD	125.00
J145	DAY	12 X 12 CONTAINMENT BERM	51.00
J146	DAY	12"-18" PIPE PLUG	19.00
J147	DAY	4 X 10 BAUER PIPE	19.00
J148	DAY	6 X 10 BAUER PIPE	25.00
J149	DAY	6 X 20 BAUER PIPE	25.00
J150	DAY	8 X 10 BAUER PIPE	25.00
J151	DAY	8 X 20 BAUER PIPE	375.00
J152	DAY	10' BRIDGE STYLE ROAD CROSSING	73.00
J153	DAY	12" ROAD CROSSING	125.00
J154	DAY	12" ROAD CROSSING DOUBLE WIDE	125.00
J155	DAY	8" ROAD CROSSING	125.00
J156	DAY	10" ROAD CROSSING DOUBLE WIDE	125.00
J157	DAY	12" ROAD CROSSING	125.00
J158	DAY	12" ROAD CROSSING DOUBLE WIDE	188.00
J159	DAY	18" ROAD CROSSING	25.00
J160	DAY	12 X 10 TYPE A BAUER PIPE	89.00
J161	DAY	JET ROD	89.00
J162	DAY	15" - 30" PIPE PLUG	5.00
J163	DAY	WELLPOINT RISER	5.00
J164	DAY	SWING ARM ASSEMBLY	25.00
J165	DAY	8" WELLPOINT HEADER PVC	12.00
J166	DAY	8" SCHEDULE 40 PVC 90	12.00
J167	DAY	8" SCHEDULE 40 PVC TEE	19.00
J168	DAY	6X20 WELLPOINT HEADER PIPE	625.00
J169	DAY	6" - 20" FUSION MACHINE	5.00
J170	LF	8" HDPE PIPE DR17	13.00
J171	DAY	12X8 HDPE REDUCER	5.00
J172	LF	12" HDPE PIPE SDR 17	5.00
J173	LF	12" HDPE PIPE SDR 26	8.00
J174	DAY	14" HDPE 14 X 12 REDUCER	8.00
J175	DAY	18X12 HDPE REDUCER	8.00
J176	DAY	18" HDPE 90	3.00
J177	DAY	18" HDPE SDR 32.5	8.00
J178	DAY	18" HDPE FLG W/BACKUP RING	8.00
J179	DAY	18" HDPE 45 BEND	63.00
J180	DAY	18" KNIFE VALVE	3.00
J181	DAY	HDPE 45'S	3.00
J182	DAY	HDPE 90'S	5.00
J183	LF	18" HDPE PIPE DR17	160.00
J184	DAY	24" - 48" PIPE PLUG	20.00
J185	DAY	8" PIPE PLUG	

J186	DAY	10" PIPE PLUG	24.00
J187	DAY	12" PIPE PLUG	27.00
J188	DAY	36" - 60" PIPE PLUG	297.00
J189	DAY	12" FLNG TEE FLOAT HDPE	7.00
J190	DAY	18 HDPE FLOATING TEE SUCTION	10.00
J191	DAY	18" X 4" SADDLE	19.00
J192	DAY	4" QC 45 BEND	7.00
J193	DAY	4" QC 90 BEND	7.00
J194	DAY	END CAP 6"	7.00
J195	DAY	6" QC FLG X SOCKET	5.00
J196	DAY	6" QC TEE	3.00
J197	DAY	6" QC 45 BEND	5.00
J198	DAY	16" HDPE PIPE	3.00
J199	DAY	6" QC 90 BEND	5.00
J200	DAY	8" QC FLG X SOCKET	3.00
J201	DAY	8X12 QC ENLARGER	5.00
J202	DAY	8"QC MPT X BALL	5.00
J203	DAY	8 X 6 QC REDUCER	5.00
J204	DAY	8" QC STRAINER	7.00
J205	DAY	8" QC TEE	3.00
J206	DAY	8" QC 45 BEND	3.00
J207	DAY	8" QC FLG X BALL	15.00
J208	DAY	8" QC 90 BEND	3.00
J209	DAY	FLOAT SWITCH	9.00
J210	DAY	8 X 20 QCP PIPE DR26	25.00
J211	DAY	12" QC 90	5.00
J212	DAY	12" QC 45	5.00
J213	DAY	FITTING ELBOW 4" 90 DEGREES	7.00
J214	DAY	FITTING ELBOW 8" 90 DEGREES	19.00
J215	DAY	PUMP HYDROSTATIC TEST 10K PSI AIR	43.00
J216	DAY	PUMP HYDROSTATIC TEST 8K PSI	59.00
J217	DAY	HOSE 8' PUMP HYDROSTATIC TEST	73.00
J218	8HR	PUMP WATCH PER 8 HOUR SHIFT	2000.00
J219	HOURL	HYDROSTATIC TESTING OF PIPING	400.00
J220	HOURL	24 HOUR SYSTEM TEST	400.00
J221	DAY	TEAR DOWN 4" PUMP AND PIPING INCLUDING 1000 FEET OF BYPASS DISCHARGE LINE	2400.00
J222	DAY	TEAR DOWN 6" PUMP AND PIPING INCLUDING 1000 FEET OF BYPASS DISCHARGE LINE	3000.00
J223	DAY	TEAR DOWN 8" PUMP AND PIPING INCLUDING 1000 FEET OF BYPASS DISCHARGE LINE	4300.00
J224	DAY	TEAR DOWN 12" PUMP AND PIPING INCLUDING 1000 FEET OF BYPASS DISCHARGE LINE	4200.00
J225	DAY	TEAR DOWN 18" PUMP AND PIPING INCLUDING 1000 FEET OF BYPASS DISCHARGE LINE	5500.00
J226	DAY	TEAR DOWN ADDITIONAL BYPASS DISCHARGE LINE OVER 1000 FEET (ALL SIZES)	1500.00

K. Pressure Pipe Lining and Reinforced Pressure Pipe Lining Systems

K1	LF	6" Installation of Pressure Pipe Lining (Potable)	360.00
K2	LF	8" Installation of Pressure Pipe Lining (Potable)	405.00
K3	LF	10" Installation of Pressure Pipe Lining (Potable)	465.00
K4	LF	12" Installation of Pressure Pipe Lining (Potable)	516.00
K5	LF	15" Installation of Pressure Pipe Lining (Potable)	585.00
K6	LF	18" Installation of Pressure Pipe Lining (Potable)	705.00
K7	LF	21" Installation of Pressure Pipe Lining (Potable)	786.00
K8	LF	24" Installation of Pressure Pipe Lining (Potable)	879.00
K9	LF	27" Installation of Pressure Pipe Lining (Potable)	960.00
K10	LF	30" Installation of Pressure Pipe Lining (Potable)	1185.00
K11	LF	33" Installation of Pressure Pipe Lining (Potable)	1380.00
K12	LF	36" Installation of Pressure Pipe Lining (Potable)	1518.00
K13	LF	39" Installation of Pressure Pipe Lining (Potable)	1746.00
K14	LF	42" Installation of Pressure Pipe Lining (Potable)	2070.00
K15	LF	48" Installation of Pressure Pipe Lining (Potable)	2760.00
K16	LF	54" Installation of Pressure Pipe Lining (Potable)	3300.00
K17	LF	6" Reinforced Pressure Pipe Lining (Non-Potable)	270.00
K18	LF	8" Reinforced Pressure Pipe Lining (Non-Potable)	330.00
K19	LF	10" Reinforced Pressure Pipe Lining (Non-Potable)	390.00
K20	LF	12" Reinforced Pressure Pipe Lining (Non-Potable)	450.00
K21	LF	15" Reinforced Pressure Pipe Lining (Non-Potable)	510.00
K22	LF	18" Reinforced Pressure Pipe Lining (Non-Potable)	630.00
K23	LF	21" Reinforced Pressure Pipe Lining (Non-Potable)	696.00
K24	LF	24" Reinforced Pressure Pipe Lining (Non-Potable)	855.00
K25	LF	27" Reinforced Pressure Pipe Lining (Non-Potable)	960.00
K26	LF	30" Reinforced Pressure Pipe Lining (Non-Potable)	1095.00
K27	LF	33" Reinforced Pressure Pipe Lining (Non-Potable)	1290.00
K28	LF	36" Reinforced Pressure Pipe Lining (Non-Potable)	1518.00
K29	LF	39" Reinforced Pressure Pipe Lining (Non-Potable)	1665.00
K30	LF	42" Reinforced Pressure Pipe Lining (Non-Potable)	2010.00
K31	LF	48" Reinforced Pressure Pipe Lining (Non-Potable)	2700.00
K32	LF	54" Reinforced Pressure Pipe Lining (Non-Potable)	3000.00
K33	EA	6" Installation of End Seal	4140.00
K34	EA	8" Installation of End Seal	4140.00
K35	EA	10" Installation of End Seal	4140.00
K36	EA	12" Installation of End Seal	4140.00
K37	EA	15" Installation of End Seal	5520.00

K38	EA	18" Installation of End Seal	6900.00
K39	EA	21" Installation of End Seal	6900.00
K40	EA	24" Installation of End Seal	8280.00
K41	EA	27" Installation of End Seal	8280.00
K42	EA	30" Installation of End Seal	8280.00
K43	EA	33" Installation of End Seal	9660.00
K44	EA	36" Installation of End Seal	9660.00
K45	EA	39" Installation of End Seal	11040.00
K46	EA	42" Installation of End Seal	11040.00
K47	EA	48" Installation of End Seal	13800.00
K48	EA	54" Installation of End Seal	13800.00
K49	EA	6" to 12" System set-up charge (<150 lf)	4140.00
K50	EA	15" to 21" System set-up charge (<150 lf)	4140.00
K51	EA	24" to 33" System set-up charge (<150 lf)	4140.00
K52	EA	36" to 54" System set-up charge (<150 lf)	4140.00

L. Pressure Pipeline Bypass

L1	LF	Set up bypass of mainlines sizes 2"- 4" AWWA approved bypass	110.40
L2	EA	Connection of each service from 2"- 4" AWWA approved bypass	1269.60
L3	Day	Operation of 2"- 4" AWWA approved bypass	2760.00
L4	LF	Set up bypass of mainlines sizes 6"- 8" AWWA approved bypass	138.00
L5	EA	Connection of each service from 6"- 8" AWWA approved bypass	1407.60
L6	Day	Operation of 6"- 8" AWWA approved bypass	3312.00
L7	LF	Set up bypass of mainlines sizes 10"- 12" AWWA approved bypass	165.60
L8	EA	Connection of each service from 10"- 12" AWWA approved bypass	1725.00
L9	Day	Operation of 10"- 12" AWWA approved bypass	5520.00
L10	LF	Set up bypass of mainlines sizes 13"- 19" AWWA approved bypass	414.00
L11	EA	Connection of each service from 13"- 19" AWWA approved bypass	1794.00
L12	Day	Operation of 13"- 19" AWWA approved bypass	6900.00
L13	EA	Set up bypass of mainlines sizes 20"- 24" AWWA approved bypass	552.00
L14	EA	Connection of each service from 20"- 24" AWWA approved bypass	2760.00
L15	Day	Operation of 20"- 24" AWWA approved bypass	6900.00
L16	LF	Set up bypass of mainlines sizes 25"- 30" AWWA approved bypass	966.00
L17	EA	Connection of each service from 25"- 30" AWWA approved bypass	2760.00
L18	Day	Operation of 25"- 30" AWWA approved bypass	8280.00
L19	LF	Set up bypass of mainlines sizes 31"- 37" AWWA approved bypass	1242.00
L20	EA	Connection of each service from 31"- 37" AWWA approved bypass	2760.00
L21	Day	Operation of 31"- 37" AWWA approved bypass	8280.00
L22	LF	Set up bypass of mainlines sizes 38"- 48" AWWA approved bypass	1656.00
L23	EA	Connection of each service from 38"- 48" AWWA approved bypass	2760.00
L24	Day	Operation of 38"- 48" AWWA approved bypass	8280.00

M. Line Cleaning and Inspection for Pressure Pipelines and Mechanical Cleaning

M1	LF	6" Cleaning with pressure propelled pigs	27.60
M2	LF	8" Cleaning with pressure propelled pigs	27.60
M3	LF	10" Cleaning with pressure propelled pigs	27.60
M4	LF	12" Cleaning with pressure propelled pigs	27.60
M5	LF	15" Cleaning with pressure propelled pigs	41.40
M6	LF	18" Cleaning with pressure propelled pigs	41.40
M7	LF	21" Cleaning with pressure propelled pigs	41.40
M8	LF	24" Cleaning with pressure propelled pigs	55.20
M9	LF	27" Cleaning with pressure propelled pigs	55.20
M10	LF	30" Cleaning with pressure propelled pigs	55.20
M11	LF	33" Cleaning with pressure propelled pigs	110.40
M12	LF	36" Cleaning with pressure propelled pigs	110.40
M13	LF	42" Cleaning with pressure propelled pigs	110.40
M14	LF	48" Cleaning with pressure propelled pigs	110.40
M15	LF	54" Cleaning with pressure propelled pigs	110.40
M16	LF	6" Cleaning with scrapers or other attached tools	41.40
M17	LF	8" Cleaning with scrapers or other attached tools	41.40
M18	LF	10" Cleaning with scrapers or other attached tools	41.40
M19	LF	12" Cleaning with scrapers or other attached tools	41.40
M20	LF	15" Cleaning with scrapers or other attached tools	55.20
M21	LF	18" Cleaning with scrapers or other attached tools	55.20
M22	LF	21" Cleaning with scrapers or other attached tools	69.00
M23	LF	24" Cleaning with scrapers or other attached tools	69.00
M24	LF	27" Cleaning with scrapers or other attached tools	69.00
M25	LF	30" Cleaning with scrapers or other attached tools	96.60
M26	LF	33" Cleaning with scrapers or other attached tools	96.60
M27	LF	36" Cleaning with scrapers or other attached tools	110.40
M28	LF	42" Cleaning with scrapers or other attached tools	138.00
M29	LF	48" Cleaning with scrapers or other attached tools	165.60
M30	LF	54" Cleaning with scrapers or other attached tools	11.04
M31	LF	6" Pressure pipe inspection	11.04
M32	LF	8" Pressure pipe inspection	13.80
M33	LF	10" Pressure pipe inspection	13.80
M34	LF	12" Pressure pipe inspection	13.80
M35	LF	15" Pressure pipe inspection	19.32
M36	LF	18" Pressure pipe inspection	19.32
M37	LF	21" Pressure pipe inspection	19.32

M38	LF	24" Pressure pipe inspection	19.32
M39	LF	27" Pressure pipe inspection	19.32
M40	LF	30" Pressure pipe inspection	19.32
M41	LF	33" Pressure pipe inspection	19.32
M42	LF	36" Pressure pipe inspection	22.08
M43	LF	42" Pressure pipe inspection	22.08
M44	LF	48" Pressure pipe inspection	27.60
M45	LF	54" Pressure pipe inspection	41.40
M46	LF	Tuberculation Removal (Pressure & Gravity Pipelines)	40.00
N. Restoration and Associated Items			
N1	LF	Saw Cutting up to 8" depth	9.00
N2	LF	Saw Cutting over 8" depth	12.00
N3	SY	Repair/Rehab 2" Asphalt pavement	52.00
N4	SY	Repair/Rehab 8" Flex base	46.00
N5	SY	Repair/Rehab 8" Concrete pavement	173.00
N6	SY	Repair/Rehab 6" Concrete driveway	121.00
N7	SY	Repair/Rehab 4" Concrete sidewalk	98.00
N8	LF	Repair/Rehab Concrete curb and gutter	29.00
N9	SY	Sodding	29.00
N10	LF	Repair/Rehab chain link fence with new	25.00
N11	LF	Repair/Rehab wooden fence with new	29.00
N12	CY	TOPSOIL COMPLETE	41.00
N13	CY	SANDING COMPLETE	41.00
N14	CY	MULCH COMPLETE	41.00
N15	LF	STRAW BALE BARRIER	20.00
N16	EACH	TREE REPLACEMENT: HARDWOODS, 2"	863.00
N17	EACH	TREE REPLACEMENT: PINES, 2"	863.00
N18	EACH	SHRUB REPLACEMENT: 1 GALLON	40.00
N19	EACH	SHRUB REPLACEMENT: 3 GALLON	63.00
N20	EACH	SHRUB REPLACEMENT: 5 GALLON	82.00
N21	EACH	SHRUB REPLACEMENT: 7 GALLON	122.00
N22	EACH	BEDDING FLOWERS: PER FLAT OF 18	575.00
N23	SY	STONE RIP RAP TYPE I, 24" IN PLACE COMPLETE	260.00
N24	SY	STONE RIP RAP TYPE III, 12" IN PLACE COMPLETE	260.00
N25	SY	STONE GROUTED RIP RAP - 12" INSTALLED	288.00
N26	LF	SILT FENCE TYPE A, COMPLETE	12.00
N27	LF	SILT FENCE TYPE C, COMPLETE	8.00
N28	LF	ORANGE BARRIER FENCE	6.00
N29	EACH	HAY BALES COMPLETE	160.00
N30	SY	PLASTIC FILTER FABRIC INSTALLED	10.00
N31	SF	PERMANENT SOIL REINF MAT INSTALLED	125.00
O. Additional Labor Rates and Traffic Control			
O1	HR	SUPERINTENDENT - REGULAR	35.00
O2	HR	FOREMAN - REGULAR	30.00
O3	HR	LABORER - REGULAR	20.00
O4	HR	TRUCK DRIVER - REGULAR	24.00
O5	HR	UTILITY - REGULAR	20.00
O6	HR	SUPERINTENDENT - OVER TIME	65.00
O7	HR	FOREMAN - OVER TIME	60.00
O8	HR	LABORER - OVER TIME	32.00
O9	HR	TRUCK DRIVER - OVER TIME	42.00
O10	HR	UTILITY - OVERTIME	40.00
O11	EA	Barricades, Signs, and Traffic Handling (per setup)	3500.00
O12	EA	Traffic Control Plan (per setup)	2500.00
O13	HR	Flagmen	40.00
O14	HR	Uniformed Officers	65.00
O15	EA	SWPPP	2500.00
P. Crew Travel & Mobilization			
P1	EA	Travel and Mobilization- TML Region 2 (Amarillo)	8970.00
P2	EA	Travel and Mobilization- TML Region 3 (Caprock-Lubbock)	8970.00
P3	EA	Travel and Mobilization- TML Region 4 (Permian Basin Region-Odessa)	8970.00
P4	EA	Travel and Mobilization- TML Region 5 (Red River Valley-Wichita Falls)	5980.00
P5	EA	Travel and Mobilization- TML Region 6 (Hub of Texas-Abilene)	4784.00
P6	EA	Travel and Mobilization- TML Region 7 (Alamo Region-San Antonio)	4784.00
P7	EA	Travel and Mobilization- TML Region 8 (Where the West Begins-Ft. Worth)	3250.00
P8	EA	Travel and Mobilization- TML Region 9 (Heart of Texas-Waco)	4784.00
P9	EA	Travel and Mobilization- TML Region 10 (Highland Lakes-Austin)	3250.00
P10	EA	Travel and Mobilization- TML Region 11(Coastal Bend-Corpus Christi)	8970.00
P11	EA	Travel and Mobilization- TML Region 12 (Lower Rio Grande Valley-McAllen)	11960.00
P12	EA	Travel and Mobilization- TML Region 13 (North Central Texas-Dallas)	3250.00
P13	EA	Travel and Mobilization- TML Region 14 (San Jacinto-Houston Area)	3250.00
P14	EA	Travel and Mobilization- TML Region 15 (Tyler-Longview)	4784.00
P15	EA	Travel and Mobilization- TML Region 16 (Golden Pine & Oil-Beaumont)	4784.00
P16	EA	Travel and Mobilization - Oklahoma	13000.00
P17	EA	Travel and Mobilization - Louisiana	9750.00
P18	EA	Travel and Mobilization - Colorado	20000.00
P19	EA	Travel and Mobilization - Arkansas	20000.00

P20	EA	Travel and Mobilization - Missouri	20000.00
P21	EA	Travel and Mobilization - Kansas	20000.00
P22	EA	Travel and Mobilization - Emergency Mobilization	10000.00
P23	EA	Travel and Mobilization - Rehab of Less Than 100 Ft	25000.00
P24	EA	Travel and Mobilization - Rehab of 101 Ft to 300 Ft	20000.00
P25	EA	Travel and Mobilization - Rehab of 301 Ft to 500 Ft	15000.00
P26	EA	Travel and Mobilization - Rehab of 501 Ft to 1000 Ft	10000.00
P27	EA	Travel and Mobilization - Alabama	20000.00
P28	EA	Travel and Mobilization - Alaska	100000.00
P29	EA	Travel and Mobilization - Arizona	35000.00
P30	EA	Travel and Mobilization - Arkansas	20000.00
P31	EA	Travel and Mobilization - California	45000.00
P32	EA	Travel and Mobilization - Colorado	30000.00
P33	EA	Travel and Mobilization - Connecticut	50000.00
P34	EA	Travel and Mobilization - Delaware	50000.00
P35	EA	Travel and Mobilization - Florida	30000.00
P36	EA	Travel and Mobilization - Georgia	35000.00
P37	EA	Travel and Mobilization - Hawaii	300000.00
P38	EA	Travel and Mobilization - Idaho	45000.00
P39	EA	Travel and Mobilization - Illinois	30000.00
P40	EA	Travel and Mobilization - Indiana	30000.00
P41	EA	Travel and Mobilization - Iowa	30000.00
P42	EA	Travel and Mobilization - Kansas	30000.00
P43	EA	Travel and Mobilization - Kentucky	30000.00
P44	EA	Travel and Mobilization - Louisiana	20000.00
P45	EA	Travel and Mobilization - Maine	50000.00
P46	EA	Travel and Mobilization - Maryland	30000.00
P47	EA	Travel and Mobilization - Massachusetts	30000.00
P48	EA	Travel and Mobilization - Michigan	30000.00
P49	EA	Travel and Mobilization - Minnesota	30000.00
P50	EA	Travel and Mobilization - Mississippi	20000.00
P51	EA	Travel and Mobilization - Montana	30000.00
P52	EA	Travel and Mobilization - Nebraska	30000.00
P53	EA	Travel and Mobilization - Nevada	45000.00
P54	EA	Travel and Mobilization - New Hampshire	45000.00
P55	EA	Travel and Mobilization - New Jersey	50000.00
P56	EA	Travel and Mobilization - New Mexico	40000.00
P57	EA	Travel and Mobilization - New York	45000.00
P58	EA	Travel and Mobilization - North Carolina	30000.00
P59	EA	Travel and Mobilization - North Dakota	40000.00
P60	EA	Travel and Mobilization - Ohio	40000.00
P61	EA	Travel and Mobilization - Oklahoma	15000.00
P62	EA	Travel and Mobilization - Oregon	45000.00
P63	EA	Travel and Mobilization - Pennsylvania	40000.00
P64	EA	Travel and Mobilization - Rhode Island	45000.00
P65	EA	Travel and Mobilization - South Carolina	30000.00
P66	EA	Travel and Mobilization - South Dakota	40000.00
P67	EA	Travel and Mobilization - Tennessee	30000.00
P68	EA	Travel and Mobilization - Utah	30000.00
P69	EA	Travel and Mobilization - Vermont	40000.00
P70	EA	Travel and Mobilization - Virginia	40000.00
P71	EA	Travel and Mobilization - Washington	50000.00
P72	EA	Travel and Mobilization - West Varginia	30000.00
P73	EA	Travel and Mobilization - Wisconsin	40000.00
P74	EA	Travel and Mobilization - Wyoming	40000.00
P75	EA	Travel and Mobilization - Emergency Mobilization	10000.00
P76	EA	Travel and Mobilization - Rehab of Less Than 100 Ft	25000.00
P77	EA	Travel and Mobilization - Rehab of 101 Ft to 300 Ft	20000.00
P78	EA	Travel and Mobilization - Rehab of 301 Ft to 500 Ft	15000.00
P79	EA	Travel and Mobilization - Rehab of 501 Ft to 1000 Ft	10000.00

AMENDMENT No. 1 to CONTRACT No. TP07-18
For
Trenchless Pipeline Rehabilitation Services
Between
HOUSTON-GALVESTON AREA COUNCIL
And
Vortex Services, LLC

THIS AMENDMENT modifies the above referenced Contract as follows:

This contract is extended through June 30, 2022 Midnight CT.

Unless otherwise noted, this amendment goes into effect on the date signed by **H-GAC**. All other terms and conditions of this Contract shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized representatives.

Signed for **Houston-Galveston Area Council**,
Houston, Texas

DocuSigned by:

82EC270D5D61423...
Chuck Wemple, Executive Director
6/3/2021
Date: _____

Signed for: **Vortex Services, LLC**

Printed Name & Title:

DocuSigned by:

86D788C9CC6D476...
Nicholas Banchetti COO
6/2/2021
Date: _____

AMENDMENT No. 2 to CONTRACT No. TP07-18
For
Trenchless Pipeline Rehabilitation Services
Between
HOUSTON-GALVESTON AREA COUNCIL
And
Vortex Services, LLC

THIS AMENDMENT modifies the above referenced Contract as follows:

This contract is extended through June 30, 2023 Midnight CT.

Unless otherwise noted, this amendment goes into effect on the date signed by **H-GAC**. All other terms and conditions of this Contract shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized representatives.

Signed for **Houston-Galveston Area Council**,
Houston, Texas

DocuSigned by:

82EC270D5D61423...

Chuck Wemple, Executive Director
5/26/2022

Date: _____

Signed for: **Vortex Services, LLC**

DocuSigned by:

0B8691B0B3904D0...

wesley Kingery President, Services

Printed Name & Title:

5/26/2022
Date: _____

AMENDMENT No. 3 to CONTRACT No. TP07-18
For
Trenchless Pipeline Rehabilitation Services
Between
HOUSTON-GALVESTON AREA COUNCIL
And
Vortex Services, LLC

THIS AMENDMENT modifies the above referenced Contract as follows:

This contract is extended through June 30, 2024 Midnight CT.

Unless otherwise noted, this amendment goes into effect on the date signed by **H-GAC**. All other terms and conditions of this Contract shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized representatives.

Signed for **Houston-Galveston Area Council**,
Houston, Texas

DocuSigned by:

02EC270D5D61423...

Chuck Wemple, Executive Director
7/13/2023
Date: _____

Signed for: **Vortex Services, LLC**

Printed Name & Title:

DocuSigned by:

0B8691B0B3904D0...

wesley kingery President, Services
Date: 7/5/2023

**EXHIBIT
B**

**AGREEMENT TO PIGGYBACK A CONTRACT FOR SERVICES BID BY ANOTHER
GOVERNMENTAL ENTITY**

WHEREAS, **Vortex Services, LLC.**, 5910 Hartford St., Tampa, FL 33619, a Florida (Contractor) entered into an agreement effective June 8, 2022, with **H-GAC**, a political subdivision of the State of Texas, for **Trenchless Pipeline Rehabilitation Services** (Agreement), procured pursuant to F. S. §287.057, Contract Number TP07-18.

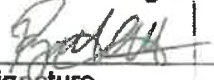
WHEREAS, the City of Zephyrhills, 5335 8th St. Zephyrhills, FL 33542, a Florida municipal corporation (City) has the legal authority under its purchasing policies adopted by the Zephyrhills City Council to "piggyback" onto a contract procured pursuant to F. S. §287.057 by another governmental entity when seeking to utilize the same or similar services provided for in the said contract; and

WHEREAS, the City desires to "piggyback" onto the referenced Agreement between the Contractor and H-GAC for utilization of the same or similar services.

NOW THEREFORE, having found it to be in the public interest,

1. The Contractor affirms and ratifies the terms and conditions of the above referenced Agreement to perform the services set forth therein for the City in accordance with the terms of said Agreement until the work is completed.
2. The City agrees to utilize the services of the Contractor in a manner and upon the terms and conditions as set forth in the Agreement until the work is completed.
3. The City and Contractor agree to follow the current Agreement, which expires on June 30, 2023, Midnight CT.
4. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 813-780-0000, EXT. 3543 OR CITYCLERK@CI.ZEPHYRHILLS.FL.US OR CITY CLERK - CITY OF ZEPHYRHILLS - 5335 EIGHTH STREET - ZEPHYRHILLS, FLORIDA 33542.**

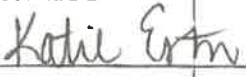
Contractor Legal Representative


Signature _____ Date 2/21/2023

Ryan Graham

Print Name

WITNESS


Signature _____ Date 2/21/2023

City of Zephyrhills


Jodi Wilkeson _____ Date 2-27-23
City Council President

ATTEST


Lori L. Hillman _____ Date 2-27-23
City Clerk

41-23-06

H-GAC

**EXHIBIT
C**

Houston-Galveston Area Council

P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

Cooperative Agreement - Extension - Vortex Services, LLC - Public Services - ID: 12514

EXTENSION No. 4 to CONTRACT No. TP07-18

For

Trenchless Pipeline Rehabilitation Services

Between

HOUSTON-GALVESTON AREA COUNCIL

And

Vortex Services, LLC

THIS AMENDMENT modifies the above referenced Contract as follows:

Contract is extended through Jun 30 2025 Midnight CST or the effective date of the contracts resulting from the most recently awarded Request For Proposal (RFP) for Trenchless Pipeline Rehabilitation Services, whichever occurs first.

Unless otherwise noted, this amendment goes into effect on the date signed by **H-GAC**. All other terms and conditions of this Contract shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized representatives.

Signed for: **Houston-Galveston Area Council**

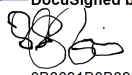
DocuSigned by:

82EC270D5D61423...

Chuck Wemple
Executive Director
Date: 5/7/2024

Signed for: **Vortex Services, LLC**

Printed Name:
Title:

DocuSigned by:

0B8691B0B3904D0...
Wesley Kingery
President
Date: 5/6/2024

CONSENT ITEMS 1.2

Hazmat Mitigation Grant No. 24-24-05 - 10 Emergency Lift Station Generators

Issue:

The agreement is a grant to supply 10 permanent emergency generators for our lift stations. This will prevent the potential for any sanitary sewer overflows (SSO's) due to power outages.

Background:

Currently, the city has a total of 72 lift stations with approximately 12 on emergency backup power. The additional 10 requested will provide the City with additional assurances that there would not be an issue with any SSO's.

Attachment(s):

1. Generators - Hazmat Mitigation Grant No. 24-24-05(30942137.1)

Fiscal Impact:

The total proposed project cost is \$1,298,192 with the grant amount being \$927,280.50. The additional \$324,548 will be the city's share and will be included in the proposed FY25 budget.

Staff Recommendation:

It is the staff's recommendation to the City Council to approve and sign the agreement as presented.

SUB-RECIPIENT AGREEMENT CHECKLIST
DIVISION OF EMERGENCY MANAGEMENT
MITIGATION BUREAU
FISCAL OPERATIONS UNIT
HMGP

REQUEST FOR REVIEW AND APPROVAL	
SUB-RECIPIENT:	City of Zephyrhills
PROJECT #:	4673-008-R
PROJECT TITLE:	City of Zephyrhills, Sewage Lift Stations, Generators
CONTRACT #:	H1059
MODIFICATION #:	N/A

SUB-RECIPIENT REPRESENTATIVE (POINT OF CONTACT)	
	John Bostic III Utilities Department Director 5335 8th Street Zephyrhills, Florida 33542

Enclosed is your copy of the proposed contract/modification between **City of Zephyrhills** and the Florida Division of Emergency Management (FDEM).

	COMPLETE
☐	This form is required to be included with all Reviews, Approvals, and Submittals
☐	Reviewed and Approved
☐	Signed & Dated Electronic Copy by Official Representative
☐	Copy of the organization's resolution or charter that specifically identifies the person or position that is authorized to sign, if not Chairman, Mayor, or Chief
☒	Attachment I - Federal Funding Accountability and Transparency Act (FFATA) - completed, signed, and dated
	☐ N/A for Modifications or State Funded Agreements
☒	Attachment K – Certification Regarding Lobbying - completed, signed, and dated
	☐ N/A for Modifications or State Funded Agreements
☒	Attachment L – Contracts with Non-Profit Organizations - completed, signed, and dated
☐	Electronic Submittal to the Grant Specialist

If you have any questions regarding this contract, or who is authorized to sign it, please contact your Project Manager at (850) 359-8208 or email me at Luke.Yarborough@em.myflorida.com.

Agreement Number: H1059
Project Number: 4673-008-R

FEDERALLY-FUNDED SUBAWARD AND GRANT AGREEMENT

2 C.F.R. §200.1 states that a “subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.”

As defined by 2 C.F.R. §200.1, “pass-through entity” means “a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.”

As defined by 2 C.F.R. §200.1, “Sub-Recipient” means “an entity, usually but not limited to non-Federal entities that receives a subaward from a pass-through entity to carry out part of a Federal program.”

As defined by 2 C.F.R. §200.1, “Federal award” means “Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity.”

As defined by 2 C.F.R. §200.1, “subaward” means “an award provided by a pass-through entity to a Sub-Recipient for the Sub-Recipient to carry out part of a Federal award received by the pass-through entity.”

The following information is provided pursuant to 2 C.F.R. §200.332:

Sub-Recipient's name:	<u>City of Zephyrhills</u>
Sub-Recipient's unique entity identifier (UEI/FEIN):	<u>H43CDMFF9UU6 / 59-6000455</u>
Federal Award Identification Number (FAIN):	<u>FEMA-DR-4673-FL</u>
Federal Award Date:	<u>February 22, 2024</u>
Subaward Period of Performance Start and End Date:	<u>February 22, 2024 - February 28, 2027</u>
Amount of Federal Funds Obligated by this Agreement:	<u>\$927,280.50</u>
Total Amount of Federal Funds Obligated to the Sub-Recipient by the pass-through entity to include this Agreement:	<u>\$973,644.00</u>
Total Amount of the Federal Award committed to the Sub-Recipient by the pass-through entity	<u>\$973,644.00</u>
Federal award project description (see FFATA):	<u>Generators</u>
Name of Federal awarding agency:	<u>Federal Emergency Management Agency</u>
Name of pass-through entity:	<u>FL Division of Emergency Management</u>
Contact information for the pass-through entity:	<u>Luke.Yarborough@em.myflorida.com</u>
Catalog of Federal Domestic Assistance (CFDA) Number and Name:	<u>97.039 Hazard Mitigation Grant Program</u>
Whether the award is R&D:	<u>N/A</u>
Indirect cost rate for the Federal award:	<u>N/A</u>

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

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

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

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

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

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

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

(1) APPLICATION OF STATE LAW TO THIS AGREEMENT

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

(2) LAWS, RULES, REGULATIONS AND POLICIES

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

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

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

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

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

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

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

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

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

(3) CONTACT

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

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

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

Luke Yarborough
Project Manager
Bureau of Mitigation
Florida Division of Emergency Management
2555 Shumard Oak Blvd
Tallahassee, Florida 32399
Telephone: 850-359-8208
Email: Luke.Yarborough@em.myflorida.com

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

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

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

John Bostic III
Utilities Department Director
5335 8th Street,
Zephyrhills, Florida 33542
Telephone: 813-780-0008
Email: jbostic@ci.zephyrhills.fl.us

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

(4) TERMS AND CONDITIONS

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

(5) EXECUTION

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

(6) MODIFICATION

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

(7) SCOPE OF WORK

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

(8) PERIOD OF AGREEMENT

This Agreement shall begin on February 22, 2024 and shall end on February 28, 2027, unless terminated earlier in accordance with the provisions of Paragraph (17) of this Agreement. Consistent with the definition of "period of performance" contained in 2 C.F.R. §200.1, the term "period of agreement" refers to the time during which the Sub-Recipient "may incur new obligations to carry out the work authorized under" this Agreement. In accordance with section 215.971(1)(d), Florida Statutes, the Sub-Recipient may expend funds authorized by this Agreement "only for allowable costs resulting from obligations incurred during" the period of agreement.

The terms of this Agreement are intended to encompass the Pre-Award period. If applicable, the Pre-Award period and FEMA approved Pre-Award costs shall be outlined in Attachment A of this Agreement ("Budget and Scope of Work").

(9) FUNDING

- a. This is a cost-reimbursement Agreement, subject to the availability of funds.
- b. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with either chapter 216, Florida Statutes, or the Florida Constitution.
- c. The Division will reimburse the Sub-Recipient only for allowable costs incurred by the Sub-Recipient in the successful completion of each deliverable. The maximum reimbursement amount for each deliverable is outlined in Attachment A of this Agreement ("Budget and Scope of Work"). The maximum reimbursement amount for the entirety of this Agreement is **\$927,280.50**.
- d. As required by 2 C.F.R. §200.415(a), any request for payment under this Agreement must include a certification, signed by an official who is authorized to legally bind the Sub-Recipient, which reads as follows: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."
- e. The Division will review any request for reimbursement by comparing the documentation provided by the Sub-Recipient against a performance measure, outlined in Attachment A, that clearly delineates:
 - i. The required minimum acceptable level of service to be performed; and
 - ii. The criteria for evaluating the successful completion of each deliverable.
- f. The performance measure required by section 215.971(1)(b), Florida Statutes, remains consistent with the requirement for a "performance goal", which is defined in 2 C.F.R. §200.1 as "a target level of performance expressed as a tangible, measurable objective, against which actual achievement can be compared." It also remains consistent with the requirement, contained in 2 C.F.R. §200.329, that the Division and the Sub-Recipient "relate financial data to performance goals and objectives of the Federal award."
- g. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for overtime expenses in accordance with 2 C.F.R. §200.430 ("Compensation—personal services") and 2 C.F.R. §200.431 ("Compensation—fringe benefits"). If the Sub-Recipient seeks reimbursement for overtime expenses for periods when no work is performed due to vacation, holiday, illness, failure of the employer to provide sufficient work, or other similar cause (See 29 U.S.C. §207(e)(2)), then the Division will treat the expense as a fringe benefit. 2 C.F.R. §200.431(a) defines fringe benefits as "allowances and services provided by employers to their employees as compensation in addition to regular salaries and wages." Fringe benefits are allowable under this Agreement as long as

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

- i. They are provided under established written leave policies;
- ii. The costs are equitably allocated to all related activities, including Federal awards; and,

- iii. The accounting basis (cash or accrual) selected for costing each type of leave is consistently followed by the non-Federal entity or specified grouping of employees.

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

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

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

j. As defined by 2 C.F.R. §200.1, the term "improper payment" means or includes:

- i. Any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements; and,

- ii. Any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.

k. No reimbursements shall be made for costs outside the period of agreement, as defined in paragraph (8) of this Agreement.

(10) RECORDS

a. As required by 2 C.F.R. §200.336, the Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the Division, or any of their authorized representatives, shall enjoy the right of access to any documents, papers, or other records of the Sub-Recipient which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents. Finally, the right of access is not limited to the required retention period but lasts as long as the records are retained.

b. As required by 2 C.F.R. §200.332(a)(5), the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Sub-Recipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents.

c. As required by Florida Department of State's record retention requirements (Chapter 119, Florida Statutes) and by 2 C.F.R. §200.334, the Sub-Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, as well as the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of five (5) years from the date of submission of the final expenditure report. The following are the only exceptions to the five (5) year requirement:

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

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

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

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

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

vi. Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a

particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).

d. In accordance with 2 C.F.R. §200.335, the Federal awarding agency must request transfer of certain records to its custody from the Division or the Sub-Recipient when it determines that the records possess long-term retention value.

e. In accordance with 2 C.F.R. §200.336, the Division must always provide or accept paper versions of Agreement information to and from the Sub-Recipient upon request. If paper copies are submitted, then the Division must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.

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

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

h. Florida's Public Records Law provides a right of access to the records of the state and local governments as well as to private entities acting on their behalf. Unless specifically exempted

from disclosure by the Legislature, all materials made or received by a governmental agency (or a private entity acting on behalf of such an agency) in conjunction with official business which are used to perpetuate, communicate, or formalize knowledge qualify as public records subject to public inspection. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the public record requirements. However, when a public entity delegates a public function to a private entity, the records generated by the private entity's performance of that duty become public records. Thus, the nature and scope of the services provided by a private entity determine whether that entity is acting on behalf of a public agency and is therefore subject to the requirements of Florida's Public Records Law.

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

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (850) 815-7671 Records@em.myflorida.com, or 2555 Shumard Oak Boulevard, Tallahassee, FL 32399.

(11) AUDITS

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

b. In accounting for the receipt and expenditure of funds under this Agreement, the Sub-Recipient shall follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R. §200.1, GAAP "has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB)."

c. When conducting an audit of the Sub-Recipient's performance under this Agreement, the Division shall use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by 2 C.F.R. §200.1, GAGAS, "also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits."

d. If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Sub-Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and

Agreement provisions within thirty (30) days after the Division has notified the Sub-Recipient of such non-compliance.

e. The Sub-Recipient shall have all audits completed by an independent auditor, which is defined in section 215.97(2)(i), Florida Statutes, as “an independent certified public accountant licensed under chapter 473.” The independent auditor shall state that the audit complied with the applicable provisions noted above. The audit must be received by the Division no later than nine months from the end of the Sub-Recipient’s fiscal year.

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

DEMSingle_Audit@em.myflorida.com

OR

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

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

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

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

DEMSingle_Audit@em.myflorida.com

OR

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

(12) REPORTS

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

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

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

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

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

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

(13) MONITORING

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

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

(14) LIABILITY

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

b. As required by section 768.28(19), Florida Statutes, any Sub-Recipient which is a state agency or subdivision, as defined in section 768.28(2), Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the

Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any Sub-Recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(15) DEFAULT

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

- a. Any warranty or representation made by the Sub-Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Sub-Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;
- b. Material adverse changes occur in the financial condition of the Sub-Recipient at any time during the term of this Agreement, and the Sub-Recipient fails to cure this adverse change within thirty (30) days from the date written notice is sent by the Division;
- c. Any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete or insufficient information; or,
- d. The Sub-Recipient has failed to perform and complete on time any of its obligations under this Agreement.

(16) REMEDIES

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

- a. Terminate this Agreement, provided that the Sub-Recipient is given at least thirty (30) days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (3) herein;
- b. Begin an appropriate legal or equitable action to enforce performance of this Agreement;
- c. Withhold or suspend payment of all or any part of a request for payment;

- d. Require that the Sub-Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.
- e. Exercise any corrective or remedial actions, to include but not be limited to:
 - i. Request additional information from the Sub-Recipient to determine the reasons for or the extent of non-compliance or lack of performance,
 - ii. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected,
 - iii. Advise the Sub-Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or
 - iv. Require the Sub-Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible;
- f. Exercise any other rights or remedies which may be available under law.

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

(17) TERMINATION

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

Division may, to the extent authorized by law, withhold payments to the Sub-Recipient for the purpose of set-off until the exact amount of damages due the Division from the Sub-Recipient is determined.

(18) PROCUREMENT

a. The Sub-Recipient shall ensure that any procurement involving funds authorized by the Agreement complies with all applicable federal and state laws and regulations, to include 2 C.F.R. §§200.318 through 200.327 as well as Appendix II to 2 C.F.R. Part 200 (entitled “Contract Provisions for Non-Federal Entity Contracts Under Federal Awards”).

b. As required by 2 C.F.R. §200.318(i), the Sub-Recipient shall “maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.”

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

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

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

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

- i. Place unreasonable requirements on firms in order for them to qualify to do business;
- ii. Require unnecessary experience or excessive bonding;
- iii. Use noncompetitive pricing practices between firms or between affiliated companies;
- iv. Execute noncompetitive contracts to consultants that are on retainer contracts;
- v. Authorize, condone, or ignore organizational conflicts of interest;

vi. Specify only a brand name product without allowing vendors to offer an equivalent;

vii. Specify a brand name product instead of describing the performance, specifications, or other relevant requirements that pertain to the commodity or service solicited by the procurement;

viii. Engage in any arbitrary action during the procurement process; or,

ix. Allow a vendor to bid on a contract if that bidder was involved with developing or drafting the specifications, requirements, statement of work, invitation to bid, or request for proposals.

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

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

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

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

k. If the Sub-Recipient chooses to subcontract any of the work required under this Agreement, then the Sub-Recipient shall review its competitive solicitation and subsequent contract to be awarded for compliance with the procurement standards in 2 C.F.R. §§200.318 through 200.327 and required contract provisions in Appendix II to 2 C.F.R. Part 200. If the Sub-Recipient publishes a competitive solicitation or executes a contract that is not in compliance with the Federal procurement standards in 2 C.F.R. §§200.318 through 200.327 or the requirements of Appendix II to 2 C.F.R. Part 200, then the Sub-Recipient is on notice that the Division may:

i. Terminate this Agreement in accordance with the provisions outlined in paragraph (17) above; or,

ii. Refuse to reimburse the Sub-Recipient for any costs associated with that solicitation.

l. FEMA has developed helpful resources for subgrant recipients related to compliance with the Federal procurement standards in 2 C.F.R. §§200.318 through 200.327 and required contract

provisions in Appendix II to 2 C.F.R. Part 200. These resources are generally available at <https://www.fema.gov/procurement-disaster-assistance-team>.

(19) ATTACHMENTS

- a. All attachments to this Agreement are incorporated as if set out fully.
- b. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.
- c. This Agreement has the following attachments:
 - i. Exhibit 1 - Funding Sources
 - ii. Attachment A – Budget and Scope of Work
 - iii. Attachment B – Program Statutes and Regulations
 - iv. Attachment C – Statement of Assurances
 - v. Attachment D – Request for Advance or Reimbursement
 - vi. Attachment E – Justification of Advance Payment
 - vii. Attachment F – Quarterly Report Form
 - viii. Attachment G – Warranties and Representations
 - ix. Attachment H – Certification Regarding Debarment
 - x. Attachment I – Federal Funding Accountability and Transparency Act
 - xi. Attachment J – Mandatory Contract Provisions
 - xii. Attachment K – Certification Regarding Lobbying
 - xiii. Attachment L – Florida Accountability Contract Tracking System
 - xiv. Attachment M – Foreign Country of Concern Affidavit

(20) PAYMENTS

- a. Any advance payment under this Agreement is subject to 2 C.F.R. §200.305 and, as applicable, section 216.181(16), Florida Statutes. All advances are required to be held in an interest-bearing account. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be included in this Agreement as Attachment E. Attachment E will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. No advance shall be accepted for processing if a reimbursement has been paid prior to the submittal of a request for advanced payment. After the initial advance, if any, payment shall be made on a reimbursement basis as needed.
- b. Invoices shall be submitted at least quarterly and shall include the supporting documentation for all costs of the project or services. The final invoice shall be submitted within sixty (60) days after the expiration date of the agreement. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division grant manager as part of the Sub-Recipient's quarterly reporting as referenced in Paragraph (12) of this Agreement.

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

(21) REPAYMENTS

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

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

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

(22) MANDATED CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(23) LOBBYING PROHIBITION

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

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

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

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

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

extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

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

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

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

(24) COPYRIGHT, PATENT AND TRADEMARK

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

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

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

c. Within thirty (30) days of execution of this Agreement, the Sub-Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Sub-Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is disclosed. Failure to disclose will indicate

that no such property exists. The Division shall then, under Paragraph (24) b., have the right to all patents and copyrights which accrue during performance of the Agreement.

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

(25) LEGAL AUTHORIZATION

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

(26) EQUAL OPPORTUNITY EMPLOYMENT

a. In accordance with 41 C.F.R. §60-1.4(b), the Sub-Recipient hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 C.F.R. Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

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

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

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

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

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

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

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

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

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

viii. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant

to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

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

b. The Sub-Recipient further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

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

d. The Sub-Recipient further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the Sub-Recipient agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the Sub-Recipient under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such Sub-Recipient; and refer the case to the Department of Justice for appropriate legal proceedings.

(27) COPELAND ANTI-KICKBACK ACT

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

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

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

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

(28) CONTRACT WORK HOURS AND SAFETY STANDARDS

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds \$100,000 and involves the employment of mechanics or laborers, then any such contract must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

(29) CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds \$150,000, then any such contract must include the following provision:

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

(30) SUSPENSION AND DEBARMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following provisions:

i. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded

(defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

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

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

iv. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

(31) BYRD ANTI-LOBBYING AMENDMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following clause:

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

If this subgrant agreement amount is \$100,000 or more, the Sub-Recipient, and subcontractors as applicable, shall sign Attachment K – Certification Regarding Lobbying.

(32) CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

a. If the Sub-Recipient, with the funds authorized by this Agreement, seeks to procure goods or services, then, in accordance with 2 C.F.R. §200.321, the Sub-Recipient shall take the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used whenever possible:

i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

- ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs i. through v. of this subparagraph.

b. The requirement outlined in subparagraph a. above, sometimes referred to as “socioeconomic contracting,” does not impose an obligation to set aside either the solicitation or award of a contract to these types of firms. Rather, the requirement only imposes an obligation to carry out and document the six affirmative steps identified above.

c. The “socioeconomic contracting” requirement outlines the affirmative steps that the Sub-Recipient must take; the requirements do not preclude the Sub-Recipient from undertaking additional steps to involve small and minority businesses and women's business enterprises.

d. The requirement to divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises, does not authorize the Sub-Recipient to break a single project down into smaller components in order to circumvent the micro-purchase or small purchase thresholds so as to utilize streamlined acquisition procedures (e.g. “project splitting”).

(33) ASSURANCES

The Sub-Recipient shall comply with any Statement of Assurances incorporated as Attachment C.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

SUB-RECIPIENT: City of Zephyrhills

By: _____

Name and Title: _____

Date: _____

FEID#: _____

STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

By: _____

Name and Title: Kevin Guthrie, Director

Date: _____

EXHIBIT – 1

THE FOLLOWING FEDERAL RESOURCES ARE AWARDED TO THE SUB-RECIPIENT UNDER THIS AGREEMENT:

Federal Program

Federal agency: **Federal Emergency Management Agency: Hazard Mitigation Grant**

Catalog of Federal Domestic Assistance title and number: **97.039**

Award amount: **\$927,280.50**

THE FOLLOWING COMPLIANCE REQUIREMENTS APPLY TO THE FEDERAL RESOURCES AWARDED UNDER THIS AGREEMENT:

- 2 C.F.R. Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- The Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. 5121 et seq., and Related Authorities
- Sections 1361(A) of the National Flood Insurance Act of 1968, 42 U.S.C. 4104c, as amended by the National Flood Insurance Reform Act of 1994, Public Law 103-325 and the Bunning-Bereuter-Blumenauer Flood Insurance Reform Act of 2004, Public Law 108-264
- 31 C.F.R. Part 205 Rules and Procedures for Funds Transfers

Federal Program:

1. Sub-Recipient is to use funding to perform the following eligible activities:
 - Generators for Critical Facilities
2. Sub-Recipient is subject to all administrative and financial requirements as set forth in this Agreement, or will be in violation of the terms of the Agreement.

Attachment A
Budget and Scope of Work

STATEMENT OF PURPOSE:

The purpose of this Scope of Work is to provide protection to ten (10) sewage lift stations in Zephyrhills, Pasco County, Florida, funded through the Hazard Mitigation Grant Program (HMGP) **DR-4673-008-R**, as approved by the Florida Division of Emergency Management (Division) and the Federal Emergency Management Agency (FEMA). The project is for the purchase and installation of an emergency system to reduce and/or mitigate the damage that might otherwise occur from severe weather or other hazards.

The Sub-Recipient, City of Zephyrhills, agrees to administer and complete the project per scope of work as submitted by the Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient shall complete the work in accordance with all applicable Federal, State and Local Laws, Regulations, and Codes.

PROJECT OVERVIEW:

As a Hazard Mitigation Grant Program (HMGP) project, the Sub-Recipient shall provide backup power to ten (10) sewage lift stations located within Zephyrhills, Florida 33542 and 33540.

The HMGP project shall provide protection by purchasing and installing ten (10) permanent generators at ten (10) different lift stations with capacities listed in the table below or the adequate size determined by the vendor and/or an electrical engineer during the bid process to appropriately support the critical infrastructure. The project includes constructing an equipment pad, installing an automatic transfer switch (ATS), a supply diesel tank, and electrical connections. Currently this infrastructure is unprotected without any source of backup power during power outages. An interruption in the electric power supply would result in a loss of service and sewer overflow affecting the community. The project shall decrease the risk of electrical power loss to the lift stations and shall allow the city to maintain the lift stations operational during future power outages.

The generators and electrical components shall be protected against a 500-year (0.2% annual chance) flood event by implementing specific activities or by locating the generators outside the Special Flood Hazard Area (SFHA), comply with applicable National Flood Insurance Program (NFIP) requirements, and shall be protected against wind with a rated enclosure and appropriate anchoring based on its location requirements per ASCE 7 standards. The selected site shall provide sufficient space to maintain and fuel the generators and shall comply with the National Electrical Code working clearance requirements. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

Project Locations:

ID#	Lift Station #	Generator Capacity (kW)	Coordinates
1)	Lift Station 2	125 kW	28.239218, -82.172324
2)	Lift Station 3	300 kW	28.235412, -82.181205
3)	Lift Station 4	125 kW	28.230294, -82.183757
4)	Lift Station 19	125 kW	28.251966, -82.188554
5)	Lift Station 22	125 kW	28.251709, -82.171780
6)	Lift Station 57	125 kW	28.20558951, -82.1601859
7)	Lift Station 18	125 kW	28.222961, -82.190960
8)	Lift Station 8	125 kW	28.226275, -82.167500
9)	Lift Station 14	125 kW	28.226210, -82.192230
10)	Lift Station 15	125 kW	28.261195, -82.175792

TASKS & DELIVERABLES:

A) Tasks:

- 1) The Sub-Recipient shall procure the services of a qualified and licensed Florida contractor and execute a contract with the selected bidder to complete the scope of work as approved by the Division and FEMA. The Sub-Recipient shall select the qualified, licensed Florida contractor in accordance with the Sub-Recipient's procurement policy as well as all Federal and State Laws and Regulations. All procurement activities shall contain sufficient source documentation and be in accordance with all applicable regulations.

The Sub-Recipient shall be responsible for furnishing or contracting all labor, materials, equipment, tools, transportation and supervision and for performing all work per sealed engineering designs and construction plans presented to the Division by the Sub-Recipient and subsequently approved by the Division and FEMA.

The Sub-Recipient and contractor shall be responsible for maintaining a safe and secure worksite for the duration of the work. The contractor shall maintain all work staging areas in a neat and presentable condition.

The Sub-Recipient shall ensure that no contractors or subcontractors are debarred or suspended from participating in federally funded projects.

The selected contractor shall have a current and valid occupational license/business tax receipt issued for the type of services being performed.

The Sub-Recipient shall provide documentation demonstrating the results of the procurement process. This shall include a rationale for the method of procurement and selection of contract type, contractor selection and/or rejection and bid tabulation and listing, and the basis of contract price.

The Sub-Recipient shall provide an executed "Debarment, Suspension, Ineligibility, Voluntary Exclusion Form" for each contractor and/or subcontractor performing services under this agreement.

Executed contracts with contractors and/or subcontractors shall be provided to the Division by the Sub-Recipient within 10 days of execution.

The Sub-Recipient shall provide copies of professional licenses for contractors selected to perform services. The Sub-Recipient shall provide a copy of a current and valid occupational license or business tax receipt issued for the type of services to be performed by the selected contractor.

- 2) The Sub-Recipient shall monitor and manage the procurement and installation of all products in accordance with the HMGP application and associated documentation as presented to the Division by the Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient shall ensure that all applicable State, Local and Federal Laws and Regulations are followed and documented, as appropriate.

The Sub-Recipient shall fully perform the approved project, as described in the application, in accordance with the approved scope of work indicated herein, the estimate of costs indicated herein, the allocation of funds indicated herein, and all applicable terms and conditions. The Sub-Recipient shall not deviate from the approved project terms and conditions.

Upon completion of the work, the Sub-Recipient shall schedule and participate in a final inspection of the completed project by the local municipal or county building department (official), or other approving official, as applicable. The official shall inspect and certify that all installation was in accordance with the manufacturer's specifications. Any deficiencies found during this final inspection shall be corrected by the Sub-Recipient prior to Sub-Recipient's submittal of the final inspection request to the Division.

Upon completion of Task 2, the Sub-Recipient shall submit the following documents with sufficient supporting documentation and provide a summary of all contract scope of work and scope of work changes, if any. Additional documentation shall include:

- a) Copy of permit(s), notice of commencement.

- b) Local Building Official Inspection Report and Final Approval.
 - c) A copy of electrical designs, specifications and/or drawings elaborated to complete the scope.
 - d) Signed and Sealed copy of the As-built plans, as applicable.
 - e) Certified Letter of Completion, as applicable:
 - 1. Affirming that the project has been completed in conformance with the approved project drawings, specifications, and scope.
 - 2. Certifying Compliance with all applicable codes.
 - f) All Product Specifications / Data Sheet(s) (technical standards) satisfying protection requirements on all products utilized.
 - g) Verification letter or documentation showing the generator and electrical components located at lift station #3 are protected to the 500-year (0.2% annual chance) flood elevation.
 - h) Proof of compliance with Project Conditions and Requirements contained herein.
- 3) During the course of this agreement, the Sub-Recipient shall submit requests for reimbursement. Adequate and complete source documentation shall be submitted to support all costs (federal share and local share) related to the project. In some cases, all project activities may not be fully complete prior to requesting reimbursement of costs incurred in completion of this scope of work; however, a partial reimbursement may be requested.

The Sub-Recipient shall submit an Affidavit signed by the Sub-Recipient's project personnel with each reimbursement request attesting to the completion of the work, that disbursements or payments were made in accordance with all agreement and regulatory conditions, and that reimbursement is due and has not been previously requested.

The Sub-Recipient shall maintain accurate time records. The Sub-Recipient shall ensure invoices are accurate and any contracted services were rendered within the terms and timelines of this agreement. All supporting documentation shall agree with the requested billing period. All costs submitted for reimbursement shall contain adequate source documentation which may include but not be limited to cancelled checks, bank statements, Electronic Funds Transfer, paid bills and invoices, payrolls, time and attendance records, contract and subcontract award documents.

Construction Expense: The Sub-Recipient shall pre-audit bills, invoices, and/or charges submitted by the contractors and subcontractors and pay the contractors and subcontractors for approved bills, invoices, and/or charges. Sub-Recipient shall ensure that all contractor/subcontractor bills, invoices, and/or charges are legitimate and clearly identify the activities being performed and associated costs.

Sub-Recipient Management Costs (SRMC) expenditure must adhere to FEMA Policy #104-11-1 HMGP Management Costs (Interim) signed November 14, 2018. FEMA defines management costs as any: Indirect costs, Direct administrative costs, and other administrative expenses associated with a specific project. Administrative costs are expenses incurred by a Sub-Recipient in managing and administering the federal award to ensure that federal, state requirements are met including: solicitation, development, review, and processing of sub-applications; delivery of technical assistance; quarterly progress and fiscal reporting; project monitoring; technical monitoring; compliance activities associated with federal procurement requirements; documentation of quality of work verification for quarterly reports and closeout; payment of claims; closeout review and liquidation; and records retention.

Any activities that are directly related to a project are not eligible under management costs. For example, architectural, engineering, and design services are project costs and cannot be included under management costs. Similarly, construction management activities that manage, coordinate, and supervise the construction process from project scoping to project completion are project costs. These activities cannot be included under management costs.

Due to Strategic Funds Management (SFM), SRMC Interim Policy requires management costs to be obligated in increments sufficient to cover Sub-Recipient needs, for no more than one year, unless contractual agreements require additional funding. FEMA has established a threshold where annual increments will be applied to larger awards allowing smaller awards to be fully obligated. Obligations will be handled by the size of the total subaward.

The Sub-Recipient shall pre-audit all SRMC source documentation – personnel, fringe benefits, travel, equipment, supplies, contractual, and indirect costs. A brief narrative is required to identify what the funds will be used for. Documentation shall be detailed and clearly describe each approved task performed, hours devoted to each task, and the hourly rate charged including enough information to calculate the hourly rates based on payroll records. Employee benefits and tasks shall be clearly shown on the Personnel Activity Form, and all Personnel or Contractual SRMC shall be invoiced separate from all other project costs.

Project Management Expenses (only applies to disasters prior to August 1, 2017, all others adhere to FEMA Policy #104-11-1 for SRMC): The Sub-Recipient shall pre-audit source documentation such as payroll records, project time sheets, attendance logs, etc. Documentation shall be detailed information describing tasks performed, hours devoted to each task, and the hourly rate charged for each hour including enough information to calculate the hourly rates based on payroll records. Employee benefits shall be clearly shown.

The Division shall review all submitted requests for reimbursement for basic accuracy of information. Further, the Division shall ensure that no unauthorized work was completed prior to the approved project start date by verifying vendor and contractor invoices. The Division shall verify that reported costs were incurred in the performance of eligible work, that the approved work was completed, and that the mitigation measures are in compliance with the approved scope of work prior to processing any requests for reimbursement.

Review and approval of any third-party in-kind services, if applicable, shall be conducted by the Division in coordination with the Sub-Recipient. Quarterly Reports shall be submitted by the Sub-Recipient and received by the Division at the times provided in this agreement prior to the processing of any reimbursement.

The Sub-Recipient shall submit to the Division requests for reimbursement of actual construction and managerial costs related to the project as identified in the project application, and plans. The requests for reimbursement shall include:

- a) Contractor, subcontractor, and/or vendor invoices which clearly display dates of services performed, description of services performed, location of services performed, cost of services performed, name of service provider and any other pertinent information;
- b) Proof of payment from the Sub-Recipient to the contractor, subcontractor, and/or vendor for invoiced services;
- c) Clear identification of amount of costs being requested for reimbursement as well as costs being applied against the local match amount.

The Sub-Recipient's final request for reimbursement shall include the final construction project cost. Supporting documentation shall show that all contractors and subcontractors have been paid.

B) Deliverables:

Mitigation Activities consist of providing protection to ten (10) sewage lift stations, located within Zephyrhills, Florida, by installing one (1) permanent generator at each lift station, constructing an equipment pad, installing an automatic transfer switch (ATS), a supply diesel tank, and electrical connections.

The generators and electrical components shall be protected against a 500-year (0.2% annual chance) flood event by implementing specific activities or by locating the generators outside the Special Flood

Hazard Area (SFHA), comply with applicable National Flood Insurance Program (NFIP) requirements, and shall be protected against wind with a rated enclosure and appropriate anchoring based on its location requirements per ASCE 7 standards. The selected site shall provide sufficient space to maintain and fuel the generators and shall comply with the National Electrical Code working clearance requirements. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

Provided the Sub-Recipient performs in accordance with the Scope of Work outlined in this Agreement, the Division shall reimburse the Sub-Recipient based on the percentage of overall project completion.

PROJECT CONDITIONS AND REQUIREMENTS:

C) Engineering:

- 1) The Sub-Recipient shall submit to the Division an official letter stating that the project is 100% complete and ready for the Division's Final Inspection of the project.
- 2) The Sub-Recipient shall provide a copy of the Notice of Commencement, and any local official Inspection Report and/or Final Approval, as applicable.
- 3) The Sub-Recipient shall submit a signed and sealed final copy of the completed project's As-built drawings and all necessary supporting documentation and provide a summary of all contract scope of work changes, as applicable.
- 4) The Sub-Recipient shall submit a final copy of any electrical designs, specifications and/or drawings elaborated to complete the job.
- 5) The Sub-Recipient shall submit a certified letter of completion from Engineer of Record, as applicable. The Sub-Recipient's Engineer of Record shall provide a formal certificate or letter affirming that the project has been completed in conformance with the approved project drawings, specifications, scope, and applicable codes.
- 6) The Sub-Recipient shall submit all Product Specifications / Data Sheet(s) (technical standards) satisfying protection requirements on all products utilized.
- 7) All installations shall be done in strict compliance with the Florida Building Code or Miami Dade Specifications. All materials shall be certified to exceed the wind and impact standards of the current local codes.
- 8) The Sub-Recipient shall follow all applicable State, Local and Federal Laws, Regulations and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate Federal, State, and Local permits and clearances may jeopardize federal funding.

D) Environmental:

- 1) The Sub-Recipient shall follow all applicable state, local and federal laws, regulations and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding.
- 2) Any change, addition or supplement to the approved mitigation measure or scope of work that alters the project (including other work not funded by FEMA but done substantially at the same time) shall require resubmission to the Division and FEMA for revaluation of compliance with the National Environmental Protection Act (NEPA) and Section 106 of the National Historic Preservation Act (NHPA) prior to initiation of any work. Non-compliance with these requirements may jeopardize FEMA's ability to fund this project. A change in the scope of work shall be approved by the Division and FEMA in advance regardless of the budget implications.

- 3) If any ground disturbance activities occur during construction, the Sub-Recipient shall monitor ground disturbance during construction, and if any potential archeological resources are discovered, shall immediately cease construction in that area and notify the Division and FEMA.
- 4) The generator and electrical components are supporting a critical action and must be protected to the 500-year (0.2% annual chance) flood elevation. The Sub-Recipient must submit documentation to the Division documenting compliance with this condition. This condition only applies to the project location at Lift Station #3.
- 5) Construction vehicles and equipment used for this project shall be maintained in good working order to minimize pollutant emissions.

E) Programmatic:

- 1) The Sub-Recipient must notify the Division as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower costs or earlier completion.
- 2) The Division and FEMA shall approve a change in the scope of work in advance, regardless of the budget implementations.
- 3) The Sub-Recipient must "obtain prior written approval for any budget revision which would result in a need for additional funds" [44 CFR 13(c)], from the Division and FEMA.
- 4) Any extension of the Period of Performance shall be submitted to FEMA 60 days prior to the expiration date. Therefore, any request for a Period of Performance Extension shall be in writing and submitted, along with substantiation of new expiration date and a new schedule of work, to the Division a minimum of seventy (70) days prior to the expiration date, for Division processing to FEMA.
- 5) The Sub-Recipient must avoid duplication of benefits between the HMGP and any other form of assistance, as required by Section 312 of the Stafford Act, and further clarification in 44 CFR 206.191.
- 6) A copy of the executed subcontract agreement must be forwarded to the Division within 10 days of execution.
- 7) Project approval is with the condition that the tasks, deliverables, and conditions be accomplished, and documentation submitted 30 days prior to the Period of Performance date, for review and approval by the Division, for submittal to FEMA for Closeout.
- 8) Special Condition required on implementation of project:
 - a) **EO 11988 CONDITION:** The generators, automatic transfer switch (ATS), and electrical components are supporting a critical action and must be protected to the 500 year (0.2% annual chance) flood elevation. The subrecipient must submit documentation to the State and FEMA documenting compliance with this condition. This condition only applies to the project location at Lift Station #3. **Source of condition:** Executive Order 11988 – Floodplains **Monitoring Required: No**
 - b) **EO 11988 PROGRAM CONDITION:** Per EO 11988 and 44 CFR Part 9.12(f) requirements, project cannot be obligated until 02/18/2024. **Source of condition:** Executive Order 11988 – Floodplains **Monitoring Required: No**
- 9) Per FEMA Hazard Mitigation Assistance Guidance Part VI, D.3.4 – Contingency funds are not automatically available for use. Prior to their release, contingency funds must be re-budgeted to another direct cost category and identified. Post-award changes to the budget require prior written approval from the Division (FDEM). The written request should demonstrate what unforeseen condition related to the project arose that required the use of contingency funds.

This is FEMA project number **4673-008-R**. It is funded under HMGP, FEMA-4673-DR-FL and must adhere to all program guidelines established for the HMGP in accordance with the PAS Operational Agreement for Disaster 4673.

FEMA awarded this project on February 22, 2024; this Agreement shall begin upon execution by both parties, and the Period of Performance for this project shall end on **February 28, 2027**.

F) FINANCIAL CONSEQUENCES:

If the Sub-Recipient fails to comply with any term of the award, the Division shall take one or more of the following actions, as appropriate in the circumstances:

- 1) Temporarily withhold cash payments pending correction of the deficiency by the Sub-Recipient;
- 2) Disallow all or part of the cost of the activity or action not in compliance;
- 3) Wholly or partly suspend or terminate the current award for the Sub-Recipient's program;
- 4) Withhold further awards for the program; or
- 5) Take other remedies that may be legally available.

SCHEDULE OF WORK

State Contracting:	3 Months
Construction Plan/Technical Specifications:	3 Months
Bidding / Local Procurement:	3 Months
Permitting:	3 Months
Construction / Installation:	15 Months
Local Inspections / Compliance:	3 Months
State Final Inspection / Compliance:	3 Months
Closeout Compliance:	3 Months
Total Period of Performance:	36 Months

BUDGET**Line Item Budget***

	Project Cost	Federal Cost	Non-Federal Cost
Materials:	\$657,000.00	\$492,750.00	\$164,250.00
Labor:	\$579,374.00	\$434,530.50	\$144,843.50
Fees:	\$0.00	\$0.00	\$0.00
Initial Agreement Amount:	\$1,236,374.00	\$927,280.50	\$309,093.50
***Contingency Funds:	\$61,818.00	\$46,363.50	\$15,454.50
Project Total:	\$1,298,192.00	\$973,644.00	\$324,548.00

**Any line item amount in this Budget may be increased or decreased 10% or less, with the Division's approval, without an amendment to this Agreement being required, so long as the overall amount of the funds obligated under this Agreement is not increased.*

***** This project has an estimated \$61,818.00 in contingency funds.** Per FEMA Hazard Mitigation Assistance Guidance Part VI, D.3.4 – Contingency funds are not automatically available for use. Prior to their release, contingency funds must be re-budgeted to another direct cost category and identified. Post-award changes to the budget require prior written approval from the Division (FDEM). The written request should demonstrate what unforeseen condition related to the project arose that required the use of contingency funds.

Project Management costs are included for this project in the amount of \$0.00

Funding Summary Totals

Federal Share:	\$973,644.00	(75.00%)
Non-Federal Share:	\$324,548.00	(25.00%)
Total Project Cost:	\$1,298,192.00	(100.00%)

Attachment B
Program Statutes and Regulations

The parties to this Agreement and the Hazard Mitigation Grant Program (HMGP) are generally governed by the following statutes and regulations:

- (1) The Robert T. Stafford Disaster Relief and Emergency Assistance Act;
- (2) 44 C.F.R. 7, 9, 18, 25, and 206. Reference (Title 44, up to date as of August 18, 2023, and last amended January 9, 2023.), and any other applicable FEMA policy memoranda and guidance documents;
- (3) State of Florida Administrative Plan for the Hazard Mitigation Grant Program;
- (4) Hazard Mitigation Assistance Program and Policy Guide, 2023;
- (5) All applicable laws and regulations delineated in Attachment C of this Agreement.

In addition to the above statutes and regulations, the Sub-recipient must comply with the following:

The Sub-recipient shall fully perform the approved hazard mitigation project, as described in the Application and Attachment A (Budget and Scope of Work) attached to this Agreement, in accordance with approved scope of work indicated therein, the estimate of costs indicated therein, the allocation of funds indicated therein, and the terms and conditions of this Agreement. The Sub-recipient shall not deviate from the approved project and the terms and conditions of this Agreement. The Sub-recipient shall comply with any and all applicable codes and standards in performing work funded under this Agreement, and shall provide any appropriate maintenance and security for the project.

Any development permit issued by, or development activity undertaken by, the Sub-recipient and any land use permitted by or engaged in by the Sub-recipient, shall be consistent with the local comprehensive plan and land development regulations prepared and adopted pursuant to chapter 163, Part II, Florida Statutes. Funds shall be expended for, and development activities and land uses authorized for, only those uses which are permitted under the comprehensive plan and land development regulations. The Sub-recipient shall be responsible for ensuring that any development permit issued and any development activity or land use undertaken is, where applicable, also authorized by the Water Management District, the Florida Department of Environmental Protection, the Florida Department of Health, the Florida Game and Fish Commission, and any Federal, State, or local environmental or land use permitting authority, where required. The Sub-recipient agrees that any repair or construction shall be in accordance with applicable standards of safety, decency, and sanitation, and in conformity with applicable codes, specifications and standards.

The Sub-recipient will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the completed work conforms with the approved plans and specifications and will furnish progress reports and such other information to HMGP as may be required.

If the hazard mitigation project described in Attachment A includes an acquisition or relocation project, then the Sub-recipient shall ensure that, as a condition of funding under this Agreement, the owner of the affected real property shall record in the public records of the county where it is located the following covenants and restrictions, which shall run with and apply to any property acquired, accepted, or from which a structure will be removed pursuant to the project.

- (1) The property will be dedicated and maintained in perpetuity for a use that is compatible with open space, recreational, or wetlands management practices;
- (2) No new structure will be erected on property other than:
 - a. a public facility that is open on all sides and functionally related to a designed open space;
 - b. a restroom; or
- (3) A structure that the Director of the Federal Emergency Management Agency approves in writing before the commencement of the construction of the structure;
- (4) After the date of the acquisition or relocation no application for disaster assistance for any purpose will be made to any Federal entity and no disaster assistance will be provided for the property by any Federal source; and
- (5) If any of these covenants and restrictions is violated by the owner or by some third party with the knowledge of the owner, fee simple title to the Property described herein shall be conveyed to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida without further notice to the owner, its successors and assigns, and the owner, its successors and assigns shall forfeit all right, title and interest in and to the property.

HMGP Contract Manager will evaluate requests for cost overruns and submit to the regional Director written determination of cost overrun eligibility. Cost overruns shall meet Federal regulations set forth in 44 C.F.R. §206.438(b).

The National Environmental Policy Act (NEPA) stipulates that additions or amendments to a HMGP Sub-Recipient Scope of Work (SOW) shall be reviewed by all State and Federal agencies participating in the NEPA process.

As a reminder, the Sub-recipient must obtain prior approval from the State, before implementing changes to the approved project Scope of Work (SOW). Per the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments:

- (1) For Construction projects, the grantee must “obtain prior written approval for any budget revision which result in a need for additional funds” (2 C.F.R. § 200.308);
- (2) A change in the Scope of Work must be approved by FEMA in advance regardless of the budget implications; and
- (3) The Sub-recipient must notify the State as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower cost or earlier completion. Any extensions of the period of performance must be submitted to FEMA ninety (90) calendar days prior to the project expiration date. Reference, HMA Program and Policy Guide, 2023, G.3. Award Extensions, paragraph 3.

The Sub-recipient assures that it will comply with the following statutes and regulations to the extent applicable:

- (1) 53 Federal Register 8034
- (2) Federal Acquisition Regulations 31.2
- (3) Section 1352, Title 31, US Code
- (4) Chapter 473, Florida Statutes
- (5) Chapter 215, Florida Statutes
- (6) Section 768.28, Florida Statutes
- (7) Chapter 119, Florida Statutes

- (8) Section 216.181(6), Florida Statutes
- (9) Cash Management Improvement Act of 1990
- (10) American with Disabilities Act
- (11) Section 112.061, Florida Statutes
- (12) Immigration and Nationality Act
- (13) Section 286.011, Florida Statutes
- (14) 2 C.F.R. Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- (15) Uniform Relocation Assistance and Real Property Acquisitions Act of 1970
- (16) Title I of the Omnibus Crime Control and Safe Streets Act of 1968
- (17) Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act
- (18) Omnibus Crime Control and Safe Streets Act of 1968, as amended
- (19) Victims of Crime Act (as appropriate)
- (20) Section 504 of the Rehabilitation Act of 1973, as amended
- (21) Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990)
- (22) Department of Justice regulations on disability discrimination, 28 C.F.R., Part 35 and Part 39
- (23) 42 U.S.C. 5154a

Attachment C

Statement of Assurances

To the extent the following provisions apply to this Agreement, the Sub-recipient certifies that:

- (a) It possesses legal authority to enter into this Agreement and to carry out the proposed program;
- (b) Its governing body has duly adopted or passed as an official act of resolution, motion or similar action authorizing the execution of the hazard mitigation agreement with the Division of Emergency Management (DEM), including all understandings and assurances contained in it, and directing and authorizing the Sub-recipient's chief administrative officer or designee to act in connection with the application and to provide such additional information as may be required;
- (c) No member of or delegate to the Congress of the United States, and no Resident Commissioner, shall receive any share or part of this Agreement or any benefit. No member, officer, or employee of the Sub-recipient or its designees or agents, no member of the governing body of the locality in which this program is situated, and no other public official of the locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year after, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds, for work to be performed in connection with the program assisted under this Agreement. The Sub-recipient shall incorporate, in all contracts or subcontracts a provision prohibiting any interest pursuant to the purpose stated above;
- (d) All Sub-recipient contracts for which the State Legislature is in any part a funding source, shall contain language to provide for termination with reasonable costs to be paid by the Sub-recipient for eligible contract work completed prior to the date the notice of suspension of funding was received by the Sub-recipient. Any cost incurred after a notice of suspension or termination is received by the Sub-recipient may not be funded with funds provided under this Agreement unless previously approved in writing by the Division. All Sub-recipient contracts shall contain provisions for termination for cause or convenience and shall provide for the method of payment in such event;
- (e) It will comply with:
 - (1) Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. 327 et seq., requiring that mechanics and laborers (including watchmen and guards) employed on federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty hours in a work week; and
 - (2) Federal Fair Labor Standards Act, 29 U.S.C. Section 201 et seq., requiring that covered employees be paid at least minimum prescribed wage, and also that they be paid one and one-half times their basic wage rates for all hours worked in excess of the prescribed work-week.
- (f) It will comply with
 - (1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), and the regulations issued pursuant thereto, which provides that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Sub-recipient received Federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Sub-

recipient, this assurance shall obligate the Sub-recipient, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits;

- (2) Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age or with respect to otherwise qualifies handicapped individuals as provided in Section 504 of the Rehabilitation Act of 1973;
- (3) Executive Order 11246, as amended by Executive Orders 11375 and 12086, and the regulations issued pursuant thereto, which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally assisted construction contracts; affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff/termination, rates of pay or other forms of compensation; and election for training and apprenticeship;
- (g) It will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties pursuant to section 112.313 and section 112.3135, Florida Statutes;
- (h) It will comply with the Anti-Kickback Act of 1986, 41 U.S.C. Chapter 87 which outlaws and prescribes penalties for "kickbacks" of wages in federally financed or assisted construction activities;
- (i) It will comply with the provisions of 5 U.S.C. 7323 (further known as the Hatch Act) which limits the political activities of employees;
- (j) It will comply with the flood insurance purchase and other requirements of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 50, including requirements regarding the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance;

For sites located within Special Flood Hazard Areas (SFHA), the Sub-recipient must include a FEMA Model Acknowledgement of Conditions of Mitigation of Property in a Special Flood Hazard Area with FEMA Grant Funds executed by the title holder with the closeout request verifying that certain SFHA requirements were satisfied on each of the properties. The Model Acknowledgement can be found at www.fema.gov/government/grant/sfha_conditions.shtm

- (k) It will require every building or facility (other than a privately owned residential structure) designed, constructed, or altered with funds provided under this Agreement to comply with the "Uniform Federal Accessibility Standards," (AS) which is Appendix A to 41 C.F.R. Section 101-19.6 for general type buildings and Appendix A to 24 C.F.R., Part 40 for residential structures. The Sub-recipient will be responsible for conducting inspections to ensure compliance with these specifications by the contractor;
- (l) It will, in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (54 U.S.C.), Executive Order 11593, 36 C.F.R., Part 800, and the Preservation of Archaeological and Historical Data Act of 1966 (54 U.S.C. 3125) by:

- (1) Consulting with the State Historic Preservation Office to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 C.F.R., Section 800.8) by the proposed activity; and
- (2) Complying with all requirements established by the State to avoid or mitigate adverse effects upon such properties.
- (3) Abiding by the terms and conditions of the **“Programmatic Agreement Among the Federal Emergency Management Agency, the Florida State Historic Preservation Office, the Florida Division of Emergency Management and the Advisory Council on Historic Preservation, (PA)”** which addresses roles and responsibilities of Federal and State entities in implementing Section 106 of the National Historic Preservation Act (NHPA), 54 U.S.C., and implementing regulations in 36 C.F.R., Part 800.
- (4) When any of the Sub-recipient’s projects funded under this Agreement may affect a historic property, as defined in 36 C.F.R., Part 800.16 (I)(1), the Federal Emergency Management Agency (FEMA) may require the Sub-recipient to review the eligible scope of work in consultation with the State Historic Preservation Office (SHPO) and suggest methods of repair or construction that will conform with the recommended approaches set out in the **Secretary of Interior’s Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings 1992 (Standards)**, the **Secretary of the Interior’s Guidelines for Archeological Documentation (Guidelines)** (48 Federal Register 44734-37), or any other applicable Secretary of Interior standards. If FEMA determines that the eligible scope of work will not conform with the **Standards**, the Sub-recipient agrees to participate in consultations to develop, and after execution by all parties, to abide by, a written agreement that establishes mitigation and recondition measures, including but not limited to, impacts to archeological sites, and the salvage, storage, and reuse of any significant architectural features that may otherwise be demolished.
- (5) The Sub-recipient agrees to notify FEMA and the Division if any project funded under this Agreement will involve ground disturbing activities, including, but not limited to: subsurface disturbance; removal of trees; excavation of footings and foundations, and installation of utilities (such as water, sewer, storm drains, electrical, gas, leach lines and septic tanks) except where these activities are restricted solely to areas previously disturbed by the installation, replacement or maintenance of such utilities. FEMA will request the SHPO’s opinion on the potential that archeological properties may be present and be affected by such activities. The SHPO will advise the Sub-recipient on any feasible steps to be accomplished to avoid any National Register eligible archeological property or will make recommendations for the development of a treatment plan for the recovery or archeological data from the property.

If the Sub-recipient is unable to avoid the archeological property, develop, in consultation with SHPO, a treatment plan consistent with the **Guidelines** and take into account the Advisory Council on Historic Preservation (Council) publication “Treatment of Archeological Properties”. The Sub-recipient shall forward information regarding the treatment plan to FEMA, the SHPO and the Council for review. If the SHPO and the Council do not object within fifteen (15) calendar days of receipt of the treatment plan, FEMA may direct the Sub-recipient to implement the treatment plan. If either the Council or the SHPO object, Sub-recipient shall not proceed with the project until the objection is resolved.

- (6) The Sub-recipient shall notify the Division and FEMA as soon as practicable: (a) of any changes in the approved scope of work for a National Register eligible or listed property; (b) of all changes to a project that may result in a supplemental DSR or modify a HMGP project for a National Register eligible or listed property; (c) if it appears that a project funded under this Agreement will affect a previously unidentified property that may be

eligible for inclusion in the National Register or affect a known historic property in an unanticipated manner. The Sub-recipient acknowledges that FEMA may require the Sub-recipient to stop construction in the vicinity of the discovery of a previously unidentified property that may eligible for inclusion in the National Register or upon learning that construction may affect a known historic property in an unanticipated manner. The Sub-recipient further acknowledges that FEMA may require the Sub-recipient to take all reasonable measures to avoid or minimize harm to such property until FEMA concludes consultation with the SHPO. The Sub-recipient also acknowledges that FEMA will require, and the Sub-recipient shall comply with, modifications to the project scope of work necessary to implement recommendations to address the project and the property.

- (7) The Sub-recipient acknowledges that, unless FEMA specifically stipulates otherwise, it shall not receive funding for projects when, with intent to avoid the requirements of the PA or the NHPA, the Sub-recipient intentionally and significantly adversely affects a historic property, or having the legal power to prevent it, allowed such significant adverse effect to occur.
- (m) It will comply with applicable provisions of the following laws and policies prohibiting discrimination:
 - (1) Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination based on race, color, or national origin (including limited English proficiency).
 - (2) Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination based on disability.
 - (3) Title IX of the Education Amendments Act of 1972, as amended, which prohibits discrimination based on sex in education programs or activities.
 - (4) Age Discrimination Act of 1975, which prohibits discrimination based on age.
 - (5) U.S. Department of Homeland Security regulation 6 C.F.R. Part 19, which prohibits discrimination based on religion in social service programs.
- (n) It will comply with Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;
- (o) It will comply with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, (42 U.S.C. 4541-45-94) relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
- (p) It will comply with 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
- (q) It will comply with Lead-Based Paint Poison Prevention Act (42 U.S.C. 4821 et seq.) which prohibits the use of lead based paint in construction of rehabilitation or residential structures;
- (r) It will comply with the Energy Policy and Conservation Act (P.L. 94-163; 42 U.S.C. 6201-6422), and the provisions of the State Energy Conservation Plan adopted pursuant thereto;
- (s) It will comply with the Laboratory Animal Welfare Act of 1966, (7 U.S.C. 2131-2159), pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by an award of assistance under this Agreement;
- (t) It will comply with Title VIII of the Civil Rights Act of 1968, (42 U.S.C 2000c and 42 U.S.C. 3601-3619), as amended, relating to non-discrimination in the sale, rental, or financing of housing, and

Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color or national origin;

- (u) It will comply with the Clean Air Act of 1955, as amended, 42 U.S.C. 7401-7675;
- (v) It will comply with the Clean Water Act of 1977, as amended, 33 U.S.C. 1251-1388
- (w) It will comply with the endangered Species Act of 1973, 16 U.S.C. 1531-1544;
- (x) It will comply with the Intergovernmental Personnel Act of 1970, 42 U.S.C. 4701-4772;
- (y) It will assist the awarding agency in assuring compliance with the National Historic Preservation Act of 1966, as amended, 54 U.S.C.;
- (z) It will comply with environmental standards which may be prescribed pursuant to the National Environmental Policy Act of 1969, 42 U.S.C. 4321-4347;
- (aa) It will assist the awarding agency in assuring compliance with the Preservation of Archeological and Historical Preservation Act of 1966, 16 U.S.C. 54 U.S.C. 3125
- (bb) It will comply with the Rehabilitation Act of 1973, Section 504, 29 U.S.C. 794, regarding non-discrimination;
- (cc) It will comply with the environmental standards which may be prescribed pursuant to the Safe Drinking Water Act of 1974, 42 U.S.C. 300f-300j-27, regarding the protection of underground water sources;
- (dd) It will comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Property Acquisition Policies Act of 1970, 42 U.S.C. 4621-4638, which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs;
- (ee) It will comply with the Wild and Scenic Rivers Act of 1968, 16 U.S.C. 1271-1287, related to protecting components or potential components of the national wild and scenic rivers system;
- (ff) It will comply with the following Executive Orders: EO 11514 (NEPA); EO 11738 (violating facilities); EO 11988 (Floodplain Management); EO 11990 (Wetlands); and EO 12898 (Environmental Justice);
- (gg) It will comply with the Coastal Barrier Resources Act of 1977, 16 U.S.C. 3501-3510;
- (hh) It will assure project consistency with the approved State program developed under the Coastal Zone Management Act of 1972, 16 U.S.C. 1451-14674; and
- (ii) It will comply with the Fish and Wildlife Coordination Act of 1958, 16 U.S.C. 661-668.
- (jj) With respect to demolition activities, it will:
 - (1) Create and make available documentation sufficient to demonstrate that the Sub-recipient and its demolition contractor have sufficient manpower and equipment to comply with the obligations as outlined in this Agreement.
 - (2) Return the property to its natural state as though no improvements had ever been contained thereon.

- (3) Furnish documentation of all qualified personnel, licenses and all equipment necessary to inspect buildings located in the Sub-recipient's jurisdiction to detect the presence of asbestos and lead in accordance with requirements of the U.S. Environmental Protection Agency, the Florida Department of Environmental Protection and the County Health Department.
- (4) Provide documentation of the inspection results for each structure to indicate:
 - a. Safety Hazard Present
 - b. Health Hazards Present
 - c. Hazardous Materials Present
- (5) Provide supervision over contractors or employees employed by the Sub-recipient to remove asbestos and lead from demolished or otherwise applicable structures.
- (6) Leave the demolished site clean, level and free of debris.
- (7) Notify the Division promptly of any unusual existing condition which hampers the contractor's work.
- (8) Obtain all required permits.
- (9) Provide addresses and marked maps for each site where water wells and septic tanks are to be closed along with the number of wells and septic tanks located on each site. Provide documentation of closures.
- (10) Comply with mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).
- (11) Comply with all applicable standards, orders, or requirements issued under Section 112 and 306 of the Clean Air Act (42 U.S.C. 1857), Section 508 of the Clean Water Act (33 U.S.C. 1251-1388), Executive Order 11738, and the U.S. Environmental Protection Agency regulations (40 C.F.R., Part 15 and 61). This clause shall be added to any subcontracts.
- (12) Provide documentation of public notices for demolition activities.

Attachment D

REQUEST FOR ADVANCE OR REIMBURSEMENT OF HAZARD MITIGATION ASSISTANCE PROGRAM FUNDS

SUB-RECIPIENT: City of Zephyrhills

REMIT ADDRESS: 5335 8th Street

CITY: Zephyrhills STATE: Florida ZIP CODE: 33542

PROJECT TYPE: Generators PROJECT #: 4673-008-R

PROGRAM: Hazard Mitigation Grant Program CONTRACT #: H1059

BUDGET: _____ FEDERAL SHARE: _____ LOCAL: _____

ADVANCED RECEIVED: _____ N/A _____ AMOUNT: _____ SETTLED? _____

Invoice Period: _____ through _____ Payment No: _____

Total of Previous Payments to Date: _____ (Federal)
Total of Previous SRMC to Date: _____ (SRMC Federal)
Total Federal to Date: _____ (Total Federal Paid)

Eligible Amount 100% (Current Request)	Obligated Federal Amount 75%	Obligated Local Non-Federal 25%	Division Use Only	
			Approved	Comments

TOTAL CURRENT REQUEST: \$

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812.

SUB-RECIPIENT SIGNATURE: _____

NAME: _____ TITLE: _____ DATE: _____

TO BE COMPLETED BY THE DIVISION	
APPROVED PROJECT TOTAL \$	
APPROVED SRMC TOTAL: \$	DIVISION DIRECTOR
APPROVED FOR PAYMENT \$	DATE

Attachment D (cont.)
SUMMARY OF DOCUMENTATION IN SUPPORT OF AMOUNT
CLAIMED FOR ELIGIBLE DISASTER WORK UNDER THE
HAZARD MITIGATION ASSISTANCE PROGRAM

SUB-RECIPIENT: City of Zephyrhills PAYMENT #: _____
PROJECT TYPE: Generators PROJECT #: 4673-008-R
PROGRAM: Hazard Mitigation Grant Program CONTRACT #: H1059

	REF NO ²	DATE ³	DOCUMENTATION ⁴	(Check) AMOUNT	ELIGIBLE COSTS (100%)
1					
2					
3					
4					
5					
6					
7					
8					
<i>This payment represents % completion of the project.</i>					<i>TOTAL</i>

² Recipient's internal reference number (e.g., Invoice, Receipt, Warrant, Voucher, Claim Check, or Schedule #)

³ Date of delivery of articles, completion of work or performance services. (per document)

⁴ List Documentation (Recipient's payroll, material out of recipient's stock, recipient owned equipment and name of vendor or contractor) by category (Materials, Labor, Fees) and line item in the approved project line item budget. Provide a brief description of the articles or services. List service dates per each invoice.

**Attachment E
JUSTIFICATION OF ADVANCE PAYMENT**

SUB-RECIPIENT: City of Zephyrhills

If you are requesting an advance, indicate same by checking the box below.

☐ **ADVANCE REQUESTED**

Advance payment of \$ _____ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay staff, award benefits to clients, duplicate forms and purchase start-up supplies and equipment. We would not be able to operate the program without this advance.

If you are requesting an advance, complete the following chart and line item justification below.

PLEASE NOTE: Calculate your estimated expenses at 100% of your expected needs for ninety (90) days. Submit Attachment D with the cost share breakdown along with Attachment E and all supporting documentation.

ESTIMATED EXPENSES

BUDGET CATEGORY/LINE ITEMS (list applicable line items)	20__-20__ Anticipated Expenditures for First Three Months of Contract
<u>For example</u> ADMINISTRATIVE COSTS (Include Secondary Administration.)	
<u>For example</u> PROGRAM EXPENSES	
TOTAL EXPENSES	

LINE ITEM JUSTIFICATION (For each line item, provide a detailed justification explaining the need for the cash advance. The justification must include supporting documentation that clearly shows the advance will be expended within the first ninety (90) days of the contract term. Support documentation should include quotes for purchases, delivery timelines, salary and expense projections, etc. to provide the Division reasonable and necessary support that the advance will be expended within the first ninety (90) days of the contract term. Any advance funds not expended within the first ninety (90) days of the contract term as evidenced by copies of invoices and cancelled checks as required by the Budget and Scope of work showing 100% of expenditures for the 90 day period shall be returned to the Division Cashier, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399, within thirty (30) days of receipt, along with any interest earned on the advance.

Attachment F
QUARTERLY REPORT FORM

Instructions: Complete and submit this form to State Project Manager within 15-days after each quarter:

SUB-RECIPIENT: City of Zephyrhills PROJECT #: 4673-008-R
PROJECT TYPE: Generators CONTRACT #: H1059
PROGRAM: Hazard Mitigation Grant Program QUARTER ENDING: _____

Advance Payment Information:

Advance Received ☐ N/A ☐ Amount: \$ _____ Advance Settled? Yes ☐ No ☐

Financial Amount to Date:

Sub-Recipient Total Project Expenditures to date (federal & local): \$ _____

Target Dates (State Agreement):

Contract Execution Date: _____ Contract Expiration Date: _____
Date Deliverables Submitted: _____ Closeout Requested Date: _____

Describe **Milestones** achieved during this quarter:

Project Proceeding on **Schedule**? ☐ Yes ☐ No (If No, Describe under **Issues** below)

Percentage of Milestones completed to Date: _____%

Describe Activities - Milestones completed this quarter only:

Schedule of the Milestones-Activities:

<u>Milestone</u>	<u>Dates</u> (estimated)
<u>State Contracting</u>	
<u>Closeout Compliance</u>	
<u>Estimated Project Completion Date:</u>	

Issues or circumstances affecting completion date, milestones, scope of work, and/or cost:

Cost Status: ☐ Cost Unchanged ☐ Under Budget ☐ Over Budget

Cost / Financial **Comments:**

NOTE: Events may occur between quarterly reports, which have significant impact upon your project(s), such as anticipated overruns, changes in scope of work, extensions. Contact the Division as soon as these conditions are known, otherwise you could be non-compliant with your sub-grant award.

Sub-Recipient Contract Representative (POC): _____

Signature: _____ Phone: _____

~ To be completed by Florida Division of Emergency Management Project Manager ~

Project Manager Statement: ☐ No Action Required, OR

☐ Action Required: _____

PM Percentage of Activates competed per PM Review QR Milestones Spreadsheet: _____%

Date Reviewed: _____ Reviewer: _____ Project Manager

Attachment G
Warranties and Representations

Financial Management

The Sub-Recipient's financial management system must comply with 2 C.F.R. §200.302.

Procurements

Any procurement undertaken with funds authorized by this Agreement must comply with the requirements of 2 C.F.R. §200, Part D—Post Federal Award Requirements—Procurement Standards (2 C.F.R. §§200.317 through 200.327).

Business Hours

The Sub-Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from: **8:00 AM - 5:00 PM, Monday Thru Friday, as applicable.**

Licensing and Permitting

All subcontractors or employees hired by the Sub-Recipient shall have all current licenses and permits required for all of the particular work for which they are hired by the Sub-Recipient.

Attachment H

Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion

Subcontractor Covered Transactions

The prospective subcontractor, _____, of the Sub-Recipient certifies, by submission of this document, that neither it, its principals, nor affiliates are presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or disqualified from participation in this transaction by any Federal department or agency.

SUBCONTRACTOR

By: _____
Signature

Name and Title

Street Address

City, State, Zip

Date

City of Zephyrhills
Sub-Recipient's Name

H1059
DEM Contract Number

4673-008-R
FEMA Project Number

Attachment I
Federal Funding Accountability and Transparency Act
Instructions and Worksheet

PURPOSE: The Federal Funding Accountability and Transparency Act (FFATA) was signed on September 26, 2006. The intent of this legislation is to empower every American with the ability to hold the government accountable for each spending decision. The FFATA legislation requires information on federal awards (federal assistance and expenditures) be made available to the public via a single, searchable website, which is <http://www.usaspending.gov/>.

The FFATA Sub-award Reporting System (FSRS) is the reporting tool the Florida Division of Emergency Management ("FDEM" or "Division") must use to capture and report sub-award and executive compensation data regarding first-tier sub-awards that obligate \$25,000 or more in Federal funds (excluding Recovery funds as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5).

Note: This "Instructions and Worksheet" is meant to explain the requirements of the FFATA and give clarity to the FFATA Form distributed to sub-awardees for completion. All pertinent information below should be filled out, signed, and returned to the project manager.

ORGANIZATION AND PROJECT INFORMATION

The following information must be provided to the FDEM prior to the FDEM's issuance of a sub-award (Agreement) that obligates \$25,000 or more in federal funds as described above. Please provide the following information and return the signed form to the Division as requested.

PROJECT #: 4673-008-R

FUNDING AGENCY: Federal Emergency Management Agency

AWARD AMOUNT: \$ 927,280.50

OBLIGATION/ACTION DATE: February 22, 2024

SUBAWARD DATE (if applicable): _____

UEID/SAM#: H43CDMFF9UU6

*If your company or organization does not have a UEID/SAM number, you will need to obtain one from <https://sam.gov/content/entity-registration> The process to request a UEID/SAM number takes about ten minutes and is free of charge.

BUSINESS NAME: _____

DBA NAME (IF APPLICABLE): _____

PRINCIPAL PLACE OF BUSINESS ADDRESS: _____

ADDRESS LINE 1: _____

ADDRESS LINE 2: _____

ADDRESS LINE 3: _____

CITY _____ STATE _____ ZIP CODE+4** _____

PARENT COMPANY UEID/SAM# (if applicable): _____

CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA#): _____

DESCRIPTION OF PROJECT (Up to 4000 Characters)

As a Hazard Mitigation Grant Program (HMGP) project, the Sub-Recipient shall provide backup power to ten (10) sewage lift stations located within Zephyrhills, Florida 33542 and 33540.

The HMGP project shall provide protection by purchasing and installing ten (10) permanent generators at ten (10) different lift stations with capacities listed in the table below or the adequate size determined by the vendor and/or an electrical engineer during the bid process to appropriately support the critical infrastructure. The project includes constructing an equipment pad, installing an automatic transfer switch (ATS), a supply diesel tank, and electrical connections. Currently this infrastructure is unprotected without any source of backup power during power outages. An interruption in the electric power supply would result in a loss of service and sewer overflow affecting the community. The project shall decrease the risk of electrical power loss to the lift stations and shall allow the city to maintain the lift stations operational during future power outages.

The generators and electrical components shall be protected against a 500-year (0.2% annual chance) flood event by implementing specific activities or by locating the generators outside the Special Flood Hazard Area (SFHA), comply with applicable National Flood Insurance Program (NFIP) requirements, and shall be protected against wind with a rated enclosure and appropriate anchoring based on its location requirements per ASCE 7 standards. The selected site shall provide sufficient space to maintain and fuel the generators and shall comply with the National Electrical Code working clearance requirements. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

Project Locations:

ID#	Lift Station #	Generator Capacity (kW)	Coordinates
1)	Lift Station 2	125 kW	28.239218, -82.172324
2)	Lift Station 3	300 kW	28.235412, -82.181205
3)	Lift Station 4	125 kW	28.230294, -82.183757
4)	Lift Station 19	125 kW	28.251966, -82.188554
5)	Lift Station 22	125 kW	28.251709, -82.171780
6)	Lift Station 57	125 kW	28.20558951, -82.1601859

7) Lift Station 18	125 kW 28.222961, -82.190960
8) Lift Station 8	125 kW 28.226275, -82.167500
9) Lift Station 14	125 kW 28.226210, -82.192230
10) Lift Station 15	125 kW 28.261195, -82.175792

Verify the approved project description above, if there is any discrepancy, please contact the project manager.

PRINCIPAL PLACE OF PROJECT PERFORMANCE (IF DIFFERENT THAN PRINCIPAL PLACE OF BUSINESS):

ADDRESS LINE 1: _____
 ADDRESS LINE 2: _____
 ADDRESS LINE 3: _____
 CITY _____ STATE _____ ZIP CODE+4** _____

CONGRESSIONAL DISTRICT FOR PRINCIPAL PLACE OF PROJECT PERFORMANCE:

**Providing the Zip+4 ensures that the correct Congressional District is reported.

EXECUTIVE COMPENSATION INFORMATION:

1. In your business or organization's previous fiscal year, did your business or organization (including parent organization, all branches, and all affiliates worldwide) receive (a) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act, as defined at 2 C.F.R. 170.320; , (b) \$25,000,000 or more in annual gross revenues from U.S. Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act?

Yes ☐ No ☐

If the answer to Question 1 is "Yes," continue to Question 2. If the answer to Question 1 is "No", move to the signature block below to complete the certification and submittal process.

2. Does the public have access to information about the compensation of the executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) Section 6104 of the Internal Revenue Code of 1986?

Yes ☐ No ☐

If the answer to Question 2 is "Yes," move to the signature block below to complete the certification and submittal process. [Note: Securities Exchange Commission information should be accessible at <http://www.sec.gov/answers/execomp.htm>. Requests for Internal Revenue Service (IRS) information should be directed to the local IRS for further assistance.]

If the answer to Question 2 is "No" FFATA reporting is required. Provide the information required in the "TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR" appearing below to report the "Total Compensation" for the five (5) most highly compensated

“Executives”, in rank order, in your organization. For purposes of this request, the following terms apply as defined in 2 C.F.R. Ch. 1 Part 170 Appendix A:

“Executive” is defined as “officers, managing partners, or other employees in management positions”.

“Total Compensation” is defined as the cash and noncash dollar value earned by the executive during the most recently completed fiscal year and includes the following:

- i. Salary and bonus.
- ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
- iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
- v. Above-market earnings on deferred compensation which is not tax-qualified.
- vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR

(Date of Fiscal Year Completion _____)

Rank (Highest to Lowest)	Name (Last, First, MI)	Title	Total Compensation for Most Recently Completed Fiscal Year
1			
2			
3			
4			
5			

THE UNDERSIGNED CERTIFIES THAT ON THE DATE WRITTEN BELOW, THE INFORMATION PROVIDED HEREIN IS ACCURATE.

SIGNATURE: _____

NAME AND TITLE: _____

DATE: _____

Attachment J
Mandatory Contract Provisions

Provisions:

Any contract or subcontract funded by this Agreement must contain the applicable provisions outlined in Appendix II to 2 C.F.R. Part 200. It is the responsibility of the sub-recipient to include the required provisions. The following is a list of sample provisions from Appendix II to 2 C.F.R. Part 200 that may be required:¹

**Appendix II to Part 200—Contract Provisions for Non-Federal Entity
Contracts Under Federal Awards**

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. Part 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 C.F.R. Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or Sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or

¹ For example, the Davis-Bacon Act is not applicable to other FEMA grant and cooperative agreement programs, including the Public Assistance Program or Hazard Mitigation Grant Program; however, sub-recipient may include the provision in its subcontracts.

repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2 (a) and the recipient or Sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or Sub-recipient must comply with the requirements of 37 C.F.R. Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 C.F.R. 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. 180 that implement Executive Orders 12549 (3 C.F.R. Part 1986 Comp., p. 189) and 12689 (3 C.F.R. Part 1989 Comp., p. 235), “Debarment and Suspension.” The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See 2 C.F.R. § 200.323 Procurement of recovered materials.

(K) See 2 C.F.R. §200.216 Prohibition on certain telecommunication and video surveillance services or equipment.

(L) See 2 C.F.R. §200.322 Domestic preferences for procurements

(Appendix II to Part 200, Revised Eff. 11/12/2020).

FEMA created the 2019 PDAT Contract Provisions Template to assist non-Federal entities. It is *available* at https://www.fema.gov/media-library-data/1569959119092-92358d63e00d17639d5db4de015184c9/PDAT_ContractProvisionsTemplate_9-30-19.pdf.

Please note that the sub-recipient alone is responsible for ensuring that all language included in its contracts meets the requirements of 2 C.F.R. § 200.327 and 2 C.F.R. Part 200, Appendix II.

Attachment K

Certification Regarding Lobbying

Check the appropriate box:

- ☐ This Certification Regarding Lobbying is required because the Contract, Grant, Loan, or Cooperative Agreement will exceed \$100,000 pursuant to 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.
- ☐ This Certification is not required because the Contract, Grant, Loan, or Cooperative Agreement will be less than \$100,000.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

Signature of Sub-Recipient/subcontractor's Authorized Official

Name and Title of Sub-Recipient/subcontractor's Authorized Official

Date

Attachment L

Florida Accountability Contract Tracking System (FACTS) Requirements for Non-profit Organizations Under Section 216.1366, Florida Statutes Instructions and Worksheet

CONTRACT DOCUMENTATION REQUIREMENTS

Section 216.1366, F.S., amended in 2023, establishes new documentation requirements for any contract for services executed, amended, or extended on or after July 1, 2023, with non-profit organizations as defined in s. 215.97 (2)(m), F.S. The contract must require the contractor to provide documentation that indicates the amount of state funds:

- Allocated to be used during the full term of the contract for remuneration to any member of the board of directors or an officer of the contractor.
- Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the contractor. The documentation must indicate the amounts and recipients of the remuneration.

Such information must be included in the contract tracking system maintained pursuant to s. 215.985 F.S. and must be posted on the contractor's website if the contractor maintains a website.

- As used in this subsection, the term:
 - o "Officer" means a Chief Executive Officer (CEO), Chief Financial Officer (CFO), Chief Operating Officer (COO), or any other position performing an equivalent function.
 - o "Remuneration" means all compensation earned by or awarded to personnel, whether paid or accrued, regardless of contingency, including bonuses, accrued paid time off, severance payments, incentive payments, contributions to a retirement plan, or in-kind payments, reimbursements, or allowances for moving expenses, vehicles and other transportation, telephone services, medical services, housing, and meals.
 - o "State funds" means funds paid from the General Revenue Fund or any state trust fund, funds allocated by the Federal Government and distributed by the state, or funds appropriated by the state for distribution through any grant program. The term does not include funds used for the state Medicaid program.

Note: This "Instructions and Worksheet" is meant to explain the requirements of the Section 216.1366, F.S., amended in 2023, and give clarity to the attached form distributed to recipients and sub-recipients for completion. All pertinent information below should be filled out, signed, and returned to the project manager.

NON-PROFIT ORGANIZATION REMUNERATION INFORMATION

1. Is your business or organization a non-profit organization as defined in s. 215.97 (2)(m), F.S.?
Yes ☐ No ☐

If the answer to Question 1 is "Yes," continue to Question 2. If the answer to Question 1 is "No", move to the signature block below to complete the certification and submittal process.

2. Will state funds be used as remuneration to any member of the board of directors or an officer in your business or organization?
Yes ☐ No ☐

If the answer to Question 2 is "Yes," provide the information required in the "Total Compensation Paid to Non-Profit Personnel Using State Funds" form below. A separate form should be completed for each member of the board of directors or officer being compensated using state funds. If the answer to Question 2 is "No", move to the signature block below to complete the certification and submittal process.

Total Compensation Paid to Non-Profit Personnel Using State Funds

Name:		
Title:		
Agency Agreement/Contract #		
Total Contract Amount		
Contract Term:		
Line Item Budget Category	Total Amount Paid	Amount Paid from State Funds
Salaries		
Fringe Benefits		
Bonuses		
Accrued Paid Time Off		
Severance Payments		
Retirement Contributions		
In-Kind Payments		
Incentive Payments		
Reimbursements/Allowances		
Moving Expenses		
Transportation Costs		
Telephone Services		
Medical Services Costs		
Housing Costs		
Meals		
CERTIFICATION: I certify that the amounts listed above are true and accurate and in accordance with the approved budget.		
Name:		
Signature:		
Title:		
Date:		

ATTACHMENT M

**FOREIGN COUNTRY OF CONCERN AFFIDAVIT –
PERSONAL IDENTIFYING INFORMATION CONTRACT**

Section 287.138, Florida Statutes, prohibits a Florida “Governmental entity”² from entering into or extending contracts with any other entity whereby such a contract, or extension thereof, could grant the other entity access to an individual’s personal identifying information if that entity is associated with a “Foreign Country of Concern.”³ Specifically, section 287.138(2), Florida Statutes, prohibits such contracts with any entity that is owned by the government of a Foreign Country of Concern, any entity in which the government of a Foreign Country of Concern has a “controlling interest,”⁴ and any entity organized under the laws of or which has its principal place of business in a Foreign Country of Concern.

As the person authorized to sign on behalf of Respondent, I hereby attest that the company identified above in the section entitled “Respondent Vendor Name” is not an entity owned by the government of a Foreign Country of Concern, no government of a Foreign Country of Concern has a controlling interest in the entity, and the entity has not been organized under the laws of or has its principal place of business in a Foreign Country of Concern.

I understand that pursuant to section 287.138, Florida Statutes, I am submitting this affidavit under penalty of perjury.

Respondent Vendor Name: _____
Vendor FEIN: _____
Vendor’s Authorized Representative Name and Title: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone Number: _____
Email Address: _____
Certified By: _____
AUTHORIZED SIGNATURE
Print Name and Title: _____
Date: _____

² As defined in Section 287.138 (1)(d), Florida Statutes.

³ As defined in Section 287.138 (1)(c), Florida Statutes.

⁴ As defined in Section 287.138 (1)(a), Florida Statutes.

BUSINESS ITEMS/PUBLIC HEARING 2.1

AdventHealth Future Land Use and Rezoning

First Reading **ORDINANCE NO. 1480-24 - "AN ORDINANCE OF THE CITY OF ZEPHYRHILLS, FLORIDA APPROVING A SMALL SCALE FUTURE LAND USE MAP AMENDMENT TO THE CITY'S COMPREHENSIVE PLAN, CHANGING THE FUTURE LAND USE CLASSIFICATION FROM P/SP (PUBLIC/SEMI-PUBLIC) AND MU (MIXED USE) TO RU (RESIDENTIAL URBAN); AND AMENDING THE CITY'S OFFICIAL ZONING MAP, CHANGING THE ZONING DESIGNATION FROM PUD (PLANNED UNITED DEVELOPMENT) AND OP (OFFICE PROFESSIONAL) TO PUD (PLANNED UNIT DEVELOPMENT), FOR A PORTION OF PARCEL 35-25-21-0010-06900-0020; PROVIDING FOR CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE."**

- A. Council President opens the Public Hearing
- B. Council President closes the Public Hearing
- C. City Council considers Ordinance No. 1481-24 on the First Reading

Issue:

A future land use and rezoning petition for 17 acres (mol) located at the SW corner of Wire and pretty Pond Rd. The proposed future land use is RU (Residential Urban) and the proposed zoning is PUD (Planned Unit Development)

Background:

The subject property consists of approximately 17 acres and is located at the SW corner of Pretty Pond Rd and Wire Rd. The property has an existing future land use of Public / Semi-Public & Mixed use and is requesting a change to RU (Residential Urban). The property has an existing zoning of PUD & OP (Office Professional) and has requested the OP parcel be rezoned to PUD. A preliminary PUD master plan is included (see staff report) for a maximum of 252 apartments. The Plan also confirms those units west of the amenity center to be a maximum of two stories and those units east of the amenity center to be a maximum of three stories. Once a builder is confirmed, they will be required to submit a final PUD master plan to confirm the over development, drainage, architecture and turn lanes. A staff report is included with additional background, project description and data / analysis. Conditions are also attached with the site plan.

*** Planning Commission Comments:

- * Concern with existing and future traffic in this area with planned development at three corners of the intersection of Wire & Pretty Pond;
- * Request for a pedestrian / bike connection from apartments to Diary Rd MP trail (See condition #13 added);

* Discussion to ensure retention pond is started prior to future land clearing and maximize tree preservation.

** The petition is NOT subject to the residential moratorium as the petition was submitted to the City prior to the moratorium.

Staff / City Attorney met with the applicant to finalize the included conditions.

Attachment(s):

1. ORDINANCE NO 1480-24 AdventHealth FLUMA and Rezoning(30941586.2)
2. Advent Health staff report

Fiscal Impact:

Staff Recommendation:

Approval with conditions.

ORDINANCE NO. 1480-24

AN ORDINANCE OF THE CITY OF ZEPHYRHILLS, FLORIDA APPROVING A SMALL SCALE FUTURE LAND USE MAP AMENDMENT TO THE CITY’S COMPREHENSIVE PLAN, CHANGING THE FUTURE LAND USE CLASSIFICATION FROM P/SP (PUBLIC/SEMI-PUBLIC) AND MU (MIXED USE) TO RU (RESIDENTIAL URBAN); AND AMENDING THE CITY’S OFFICIAL ZONING MAP, CHANGING THE ZONING DESIGNATION FROM PUD (PLANNED UNITED DEVELOPMENT) AND OP (OFFICE PROFESSIONAL) TO PUD (PLANNED UNIT DEVELOPMENT), FOR PARCEL 35-25-21-0010-08500-0010 AND A PORTION OF PARCEL 35-25-21-0010-06900-0020; PROVIDING FOR CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, Chapters 125 and 163 Florida Statutes, authorize the City Council of the City of Zephyrhills, Florida to prepare and enforce a Comprehensive Plan for the development of the City; and

WHEREAS, the City Council has determined that the proposed amendment meets the criteria for a Small-Scale Comprehensive Plan Amendment pursuant to Section 163.3184, Florida Statutes, and the Zephyrhills Comprehensive Plan; and

WHEREAS, the Zephyrhills Planning Commission, on May 28, 2024, held a public meeting on the proposed amendment to the Comprehensive Plan with due public notice, pursuant to Section 125.55(2), Florida Statutes, and recommended approval to the City Council; and

WHEREAS, the City has complied with all requirements and procedures of Florida law in processing this amendment to the City of Zephyrhills Comprehensive Plan including, but not limited to, Section 163.3184, Florida Statutes; and

WHEREAS, the proposed Future Land Use Map amendment meets the criteria of a small-scale Future Land Use Map amendment and is consistent with the goals, objectives and policies of the Comprehensive Plan; and

WHEREAS, the City Council has determined that the Residential Urban (RU) future land use classification would be appropriate, would promote the general welfare of the City, and would encourage proper development within the City; and

WHEREAS, the City Council has determined that an updated Planned Unit Development District (PUD) zoning designation would be appropriate, would promote the general welfare City, and would encourage proper development within the City; and

WHEREAS, the City Council desires to hereby formally adopt the Amendment to the City’s Comprehensive Plan.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Zephyrhills, Florida, as follows:

SECTION 1: The Whereas Clauses above are true and accurate and are incorporated by reference and made a part of this Ordinance.

SECTION 2: This Ordinance is enacted pursuant to Chapter 163, Florida Statutes, and under the home rule powers of the City.

SECTION 3: The following described lands, lying and being situated in the City of Zephyrhills, to wit:

Legal Description is attached hereto as Exhibit “A”

PARCEL ID: 35-25-21-0010-08500-0010
AND A PORTION OF PARCEL ID: 35-25-21-0010-06900-0020
17.39 acres (MOL)

The Future Land Use Map designation is hereby changed from Public/Semi-Public (P/SP), Mixed Use (MU) to Residential Urban (RU). The zoning designation is hereby changed to an updated Planned Unit Development District (PUD).

Approval of the request, subject to the conditions listed below, is based on the general site plan ("PUD Concept Plan") attached hereto as Exhibit "B" submitted 8/9/2023 consisting of a single use, to wit: multifamily residential housing. A Final Site Plan complying with the following conditions, must be submitted and approved by City Council prior to issuance of building permits.

1. The maximum number of multifamily units shall be 252.
2. The developer must obtain all permits from the City of Zephyrhills and meet all applicable land development regulations applicable to the approved use of the property, and complete all applicable development review processes, subject any specific condition or requirement hereunder.
3. The development shall be served by the City's public water and sewer system.
4. The development shall comply with Part 7.06.04 of the City's Land Development Code, which requires the developer to obtain a tree survey and follow all preservation and removal mitigation measures.
5. The developer shall provide landscape buffers in accordance with Section 7.06.04.01 of the City's Land Development Code.
6. The minimum multifamily building perimeter setbacks shall be as follows:

Right-of-Way: 25'

All other boundaries: 15'

Accessory structures: 10'
7. The minimum separation between buildings shall be 15'.
8. The on-site parking ratio for the site shall be calculated at a minimum of 1.5 spaces per multi-family unit inclusive of surface and enclosed garage parking.
9. Building Height & Locational Criteria; Final Site Plan: The PUD shall allow a mixture of 2-story and 3-story multi-family buildings. The maximum building height shall be 45 feet; provided, however, that the buildings west of the clubhouse/amenity area (as generally depicted on the approved PUD Concept Plan) and the clubhouse/amenities shall be limited to 2-stories, and the land area east of such clubhouse/amenity area shall allow 3-story buildings in order to achieve the approved density of 252 units. The developer/builder's detailed site plan may vary from the PUD Concept Plan as necessary to meet final site engineering design and permitting requirements, provided that the basic requirements of this PUD approval are maintained as to maximum building height, location of 2-story and 3-story structures, and the maximum density of 252 m-f units.
10. The proposed Amenity Center/Clubhouse will be developed in accordance with multifamily dimensional standards listed above.
11. The listed species survey and the historic resource/archeological report were provided during the application review process and have been approved. The applicable developer shall comply with the applicable gopher tortoise relocation permit requirements of the Florida Fish and Wildlife Conservation Commission.

12. **Building Façade/Architectural Elements:** As part of the final site plan/construction plan review process, the developer/builder shall provide architectural renderings to depict the exterior façade for all buildings which are visible from a public right-of-way and shall include a description of the architectural features that will address variations in color, variety of materials and/or textures, and design elements to provide monotony control and aesthetic variety in exterior appearance concurrent with the site development. The exterior façade design features shall be included in the City’s approval process for the final construction plans, which approval shall not be unreasonably withheld.
13. Based upon the Applicant’s approved traffic study, the developer/builder shall at the time of site development and construction of the multi-family project, construct the following site-access improvements:
 - A. 315-foot eastbound right-turn lane on Pretty Pond Road, at the project access drive connection (which turn lane is deemed warranted by the traffic study); and
 - B. westbound left-turn lane on Pretty Pond Road at the project access drive, northbound left-turn lane on Wire Road at the project access drive, and/or southbound right-turn lane on Wire Road at the project access drive, if requested by the City at the time of site plan/construction plan approval based on the site access requirements for the project, and provided that Pasco County approves any such additional turn lanes on the County collector roadways (subject to Pasco County LDC requirements).
14. In addition to the vehicular access points to Pretty Pond Road and Wire Road as set forth in Condition No. 12 above, the Developer at the time of site plan/construction plan submittal also shall provide for a pedestrian/bicycle access connection to the Dairy Road right-of-way on the western boundary of the project, at a location mutually acceptable to the Developer and the City. In the event the Developer’s site plan also will accommodate vehicular access to Dairy Road, and provided the City approves such additional vehicular access for the project, a vehicular access point also may be provided to Dairy Road.

SECTION 4: All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 5: The provisions of this Ordinance shall be codified and be made part of the Code of Ordinances and Land Development Code of the City of Zephyrhills, Florida. The sections of this Ordinance may be renumbered or re-lettered and the word “ordinance” may be changed to “section,” “article,” or such other appropriate word or phrase in order to accomplish such.

SECTION 6: That if any section, sentence, clause, or phrase of this ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this ordinance.

SECTION 7: This Ordinance shall become effective upon passage on the second reading and signing by the Mayor, which shall occur within 180 days after receipt of the state land planning agency’s report.

The foregoing Ordinance No. 1480-24 was read and passed on the first reading in an open and regular meeting of the City Council of the City of Zephyrhills, Florida, on this 24th day of June 2024.

Attest: _____
Lori L. Hillman, City Clerk, MMC

Kenneth M. Burgess, Jr.
Council President

The foregoing Ordinance No. 1480-24 was read and passed on the second reading, following a public hearing, in an open and regular meeting of the City Council of the City of Zephyrhills, Florida, on this 8th day of July 2024.

Attest: _____
Lori L. Hillman, City Clerk, MMC

Kenneth M. Burgess, Jr.
Council President

The foregoing Ordinance No: 1464-23 was approved by me this 27th day of November 2023.

Melonie Bahr Monson, Mayor

Approved as to legal form and content
for the reliance of the City of Zephyrhills only:

Matthew E. Maggard, Esq.
City Attorney

EXHIBIT

A

LEGAL DESCRIPTION:

PORTIONS OF TRACTS 69, 70, 71, 74, 75, 76, 85 AND RIGHT OF WAY 30 FEET IN WIDTH LYING BETWEEN TRACTS 70 & 71 AND TRACTS 74 & 75 VACATED BY RESOLUTION NO. 90-12 RECORDED IN OFFICIAL RECORD BOOK 1852, PAGE 710 ALL OF THE AFOREMENTIONED LYING WITHIN THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 25 SOUTH, RANGE 21 EAST AS SHOWN ON THE PLAT OF ZEPHYRHILLS COLONY COMPANY LANDS AS RECORDED IN PLAT BOOK 1, PAGE 55, OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA SAID PORTIONS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 1/2" IRON ROD CAPPED LB 107 FOUND AT THE NORTHWEST CORNER OF SAID TRACT 75; THENCE, ALONG THE WEST LINE OF SAID TRACT 75, S 00° 09' 44" W, A DISTANCE OF 143.32 FEET, TO A 1/2" IRON ROD CAPPED LB 6300 SET IN THE NORTH LINE OF AN INGRESS, EGRESS, UTILITY, AND DRAINAGE EASEMENT, 25.00 FEET IN WIDTH AS RECORDED IN OFFICIAL RECORD BOOK 10833, PAGE 1933 (TRACT 2), OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA; THENCE, WITH THE NORTH LINE OF SAID EASEMENT, N 89° 56' 20" W, A DISTANCE OF 80.00 FEET, TO A 1/2" IRON ROD CAPPED LB 6300, SET IN THE EAST RIGHT OF WAY OF LINE OF DAIRY ROAD (VARIABLE WIDTH), AS RECORDED IN OFFICIAL RECORD BOOK 8093, PAGE 866, OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA; THENCE, WITH SAID LINE OF DAIRY ROAD, N 00° 09' 44" E, A DISTANCE OF 449.35 FEET, TO A 1/2" IRON ROD CAPPED LB 4970 FOUND IN THE SOUTH RIGHT OF WAY LINE OF PRETTY POND ROAD (VARIABLE WIDTH), AS RECORDED IN OFFICIAL RECORD BOOK 3381, PAGE 1735, OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA; THENCE, ALONG SAID LINE OF PRETTY POND ROAD, S 89° 53' 28" E, A DISTANCE OF 1301.14 FEET, TO A 1/2" IRON ROD FOUND AT THE INTERSECTION OF PRETTY POND ROAD AND THE MONUMENTED WEST RIGHT OF WAY LINE OF WIRE ROAD (VARIABLE WIDTH); THENCE, WITH SAID LINE OF WIRE ROAD, S 00° 14' 30" W, A DISTANCE OF 966.89 FEET, TO A 1/2" IRON ROD CAPPED LB 6300, SET IN THE SOUTH LINE OF TRACT 85 OF AFOREMENTIONED ZEPHYRHILLS COLONY COMPANY LANDS; THENCE, LEAVING THE WEST LINE OF WIRE ROAD AND WITH THE SOUTH LINE OF TRACT 85, N 89° 55' 45" W, A DISTANCE OF 348.56 FEET, TO A 1/2" IRON ROD CAPPED LB 6300, SET AT THE SOUTHEAST CORNER OF ZEPHYRHILLS NORTH SNF REALTY LLC AS RECORDED IN OFFICIAL RECORD BOOK 10833, PAGE 1933 (TRACT 1), OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA; THENCE, WITH LINES OF ZEPHYRHILLS NORTH SNF REALTY LLC, THE NEXT TWO CALLS: N 13° 40' 56" W, A DISTANCE OF 385.46 FEET, TO A 1/2" IRON ROD FOUND; THENCE, N 33° 01' 22" W, A DISTANCE OF 342.73 FEET, TO A 1/2" IRON ROD CAPPED LB 107 FOUND AT THE NORTHEASTERLY CORNER OF ZEPHYRHILLS NORTH SNF REALTY LLC, SAID IRON ALSO BEING IN THE NORTH LINE OF TRACT 75, N 89° 54' 16" W, A DISTANCE OF 56.80 FEE, FROM A 5/8" IRON ROD FOUND AT THE NORTHEAST CORNER OF TRACT 75; THENCE, WITH THE NORTH LINE OF ZEPHYRHILLS NORTH SNF REALTY LLC IN PART AND CONTINUING WITH THE NORTH LINE OF TRACT 75, N 89° 54' 16" W, A DISTANCE OF 70.44 FEET, TO A 1/2" IRON ROD CAPPED LB 6300 SET AT THE INTERSECTION OF THE NORTH LINE OF TRACT 75 WITH THE NORTHWESTERLY LINE OF THE AFOREMENTIONED INGRESS, EGRESS, UTILITY, AND DRAINAGE EASEMENT 25.00 FEET IN WIDTH; THENCE, ALONG THE NORTHERLY LINES OF SAID EASEMENT, THE NEXT TWO CALLS: S 69° 59' 19" W, A DISTANCE OF 416.86 FEET, TO A NAIL AND DISK LB 6300 SET; THENCE, N 89° 56' 20" W, A DISTANCE OF 129.69 FEET, TO THE POINT OF BEGINNING.

CONTAINING 17.387 ACRES OF LAND MORE OR LESS.

File Path: P:\Pretty Pond\Master Plan\Landplan\Layout\Layout E.dwg Plot Date 8/9/2023

050'100'

SCALE: 1" = 50'

N

This is a conceptual site plan and is subject to rezoning, final design, survey, environmental analysis, engineering, permitting and other regulatory requirements. The site layout, building type and density are subject to change.	08/09/2023	Revised Site Plan
Date	07/20/2023	Conceptual Site Plan
Revision		

TOTAL RESIDENT BUILDINGS	8	
TOTAL UNITS	252 UNITS	
PARKING REQUIRED (2 SPACES PER UNIT)	504 SPACES	
PARKING PROVIDED		
DEATCHED GARAGES (G)	24 SPACES	
SURFACE PARKING	440 SPACES *	
	(1.74 spaces per unit)	
TOTAL PARKING PROVIDED	464 SPACES	

* INCLUDES 10 HANDICAP SPACES

BUILDING INFORMATION / COUNTS			
BUILDING #	# OF STORIES	HEIGHT	# OF UNITS
BUILDING 1	2	35'	24
BUILDING 2	2	35'	24
BUILDING 3	2	35'	24
BUILDING 4	3	45'	36
BUILDING 5	3	45'	36
BUILDING 6	3	45'	36
BUILDING 7	3	45'	36
BUILDING 8	3	45'	36
TOTAL			252 UNITS

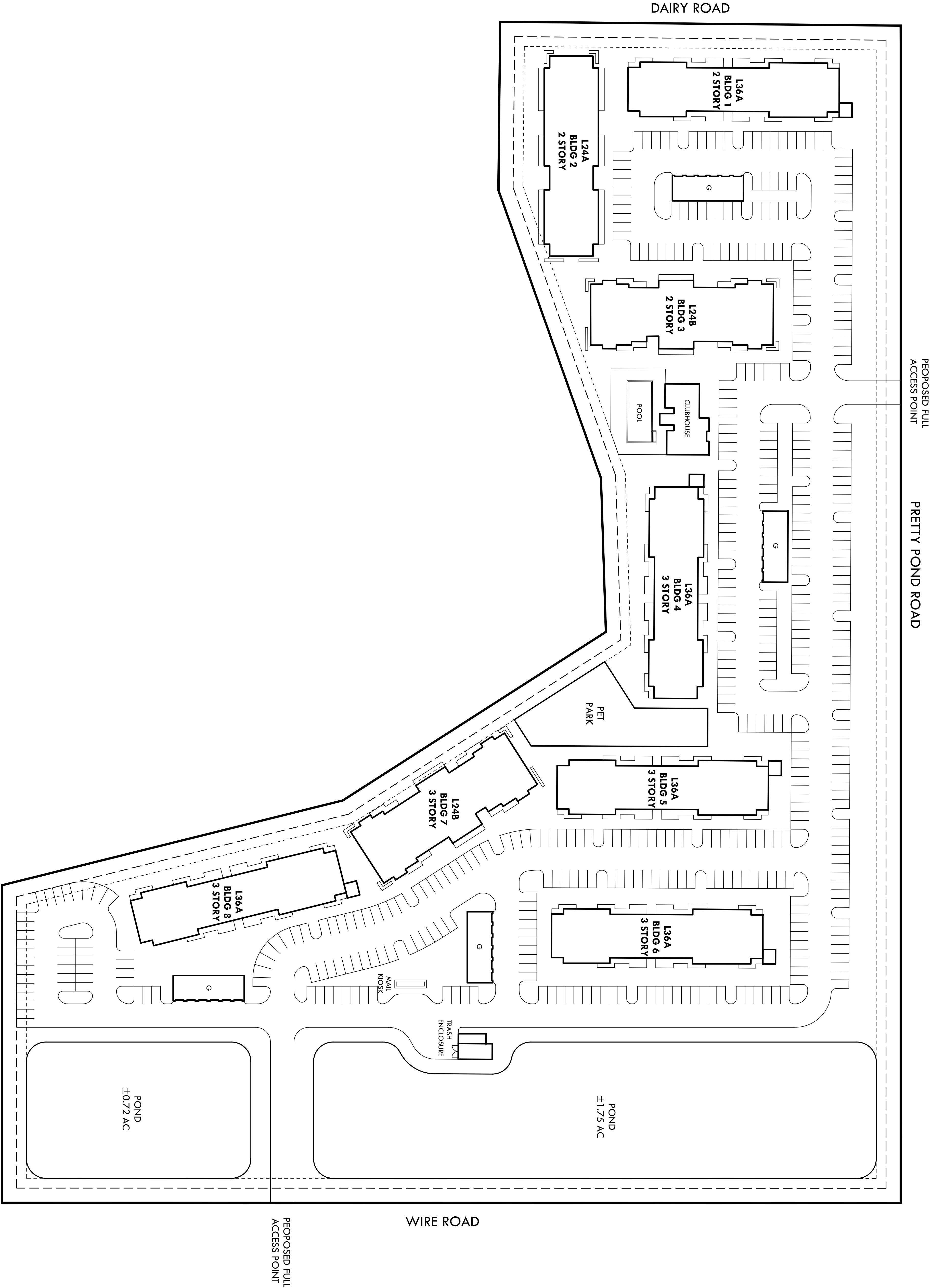


EXHIBIT
B

PRETTY POND
CONCEPTUAL SITE PLAN "E"

Staff Report Memorandum

To: Planning Commission and Honorable Mayor
From: Todd Vande Berg – Planning Director
RE: PUD 14-22 – Advent Health Future Land Use Map Amendment and Rezoning petition
Date: May 9, 2024

I. BACKGROUND & INFORMATION

A. History | Application Summary

This Future Land Use Map Amendment (FLUMA), and Rezoning Petition was presented to the City by Adventist Health System / Sunbelt. LLC. The subject property is owned by Advent Hospital and is interested in amending the City's future land use map and zoning map for purposes of a proposed multi-family development.

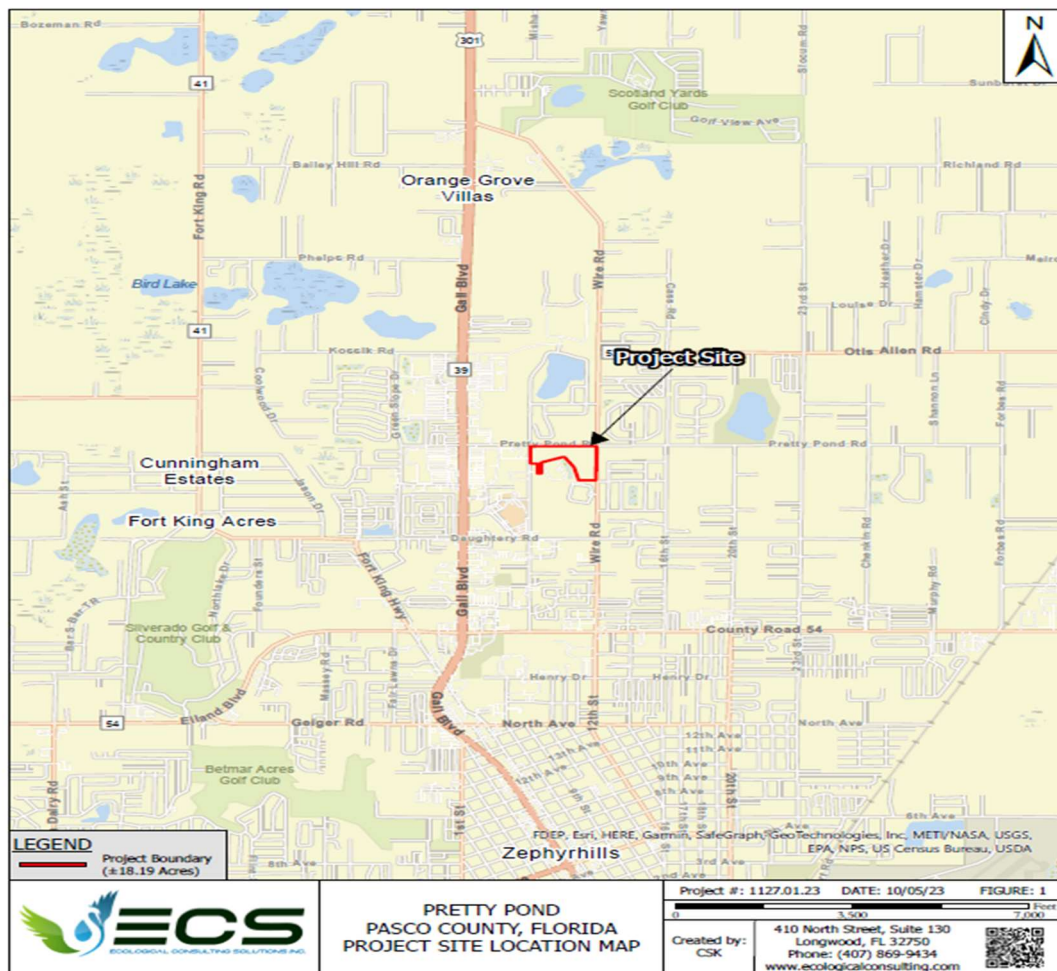


Figure 1-Location Map

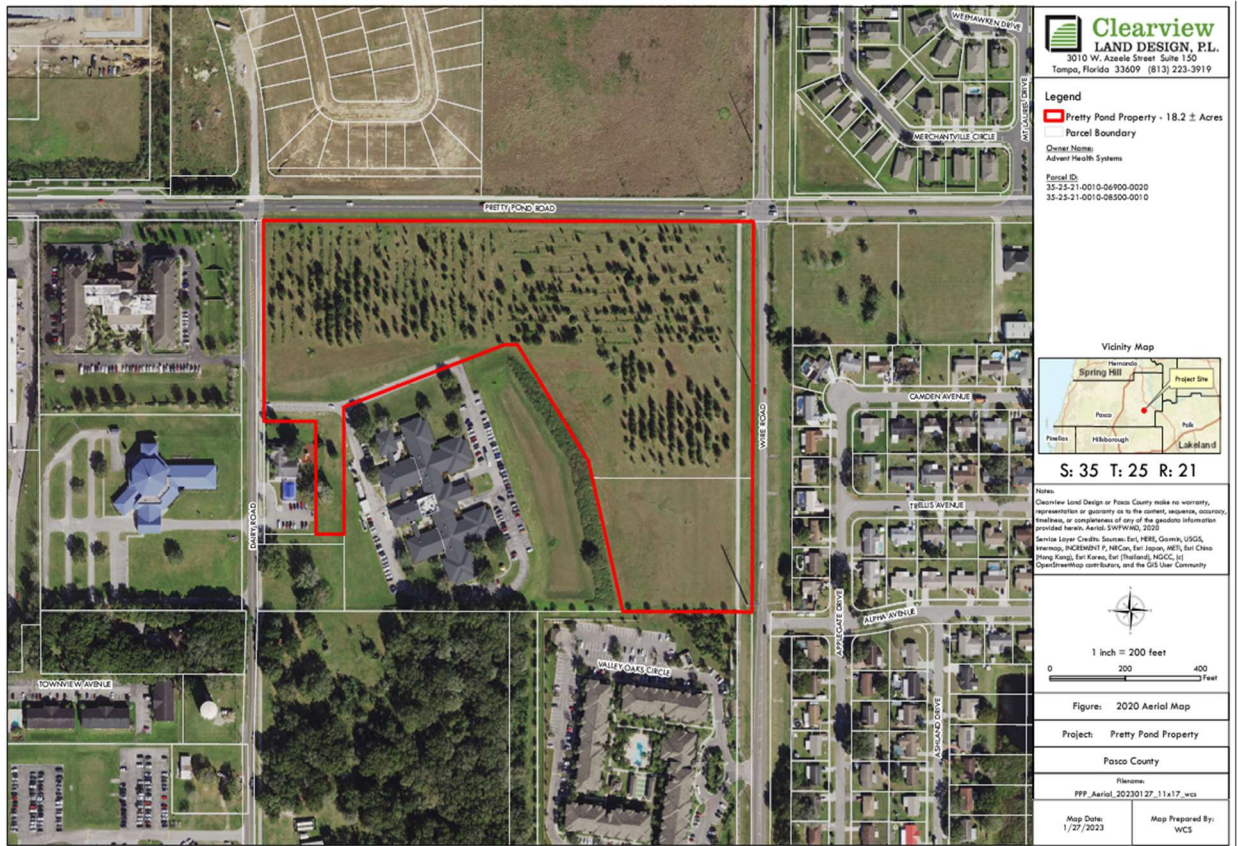


Figure 2-Aerial Map

The subject site is 17.387 acres more or less (mol) and located at the SW corner of the intersection of Pretty Pond road and Wire road (See Figures 1 and 2 – Location / Aerial maps)

Site Information

Applicant | Owner: Adventist Health System / Sunbelt. LLC

Location: SW corner of the intersection of Pretty Pond road and Wire road

Parcel ID Number(s): 35-25-21-0010-06900-0020 & 35-25-21-0010-08500-0010

Acreage: 17.387 Acres (MOL)

Existing Land Use: Vacant

Proposed use: Multi-Family development

Existing Future Land Use: City Public/Semi-Public (P/SP) and Mixed Use (MU)

Proposed Future Land Use: RU (Residential Urban)

<u>Existing Zoning:</u>	Planned Unit Development (PUD) & Office Professional (OP)
<u>Proposed Zoning:</u>	Office Professional parcel to PUD
<u>Proposed DU/ACRE</u>	14.13

II. Detailed Project Description:

The applicant has submitted a petition for a small-scale future land use map amendment from P/SP and MU to RU (Residential Urban) and rezoning from OP (office professional) to PUD (Planned Unit Development) for proposed multi-family apartments. The applicant has submitted a conceptual plan (figure 3) that shows a preliminary development plan consisting of 2 and 3 story units with a maximum of 252 units with access onto Pretty Pond Rd and Wire Rd. Discussions with the applicant included the two story units being at the higher grades and the three story being at the lower grades as reflected on the preliminary development plan that the applicant has agreed to. The land currently has a zoning category of PUD (Planned Unit Development – Figure 4) and a smaller section zoned OP (Office Professional) When a portion of the land was originally zoned PUD a master plan was not included. Therefore, the applicant is requesting that the property zoned OP be rezoned to PUD for all the property to have a consistent PUD zoning. Figure 3 will become the preliminary PUD master plan with conditions as included in this report. The proposed project includes buildings that would be greater than two stories or 30’ and would typically require a conditional use. However, the PUD zoning can consider specific regulations including height, which is being done in this case that is represented on the development plan and not be subject to a separate conditional use process. (** The petition was submitted prior to the residential moratorium).

The majority of the subject property is located within the Basins of Special Concern and will need to be design in accordance to the City’s ordinance for retention accordingly. The property is also heavily wooded and at the time of development a tree survey shall be submitted with a corresponding tree preservation plan maximizing opportunities to preserve existing trees. Any remaining caliper inches, after replanting the required minimum 3 inch caliper trees shall be calculated and a tree mitigation fund payment shall be paid in full prior to issuance of site permits. All applicable sections of the LDC pertaining to landscape and tree preservation and tree removal guidelines shall be followed. Staff is also recommending a left turn lanes on Pretty Pond Rd and turn lanes on Wire Rd for safety and maintaining traffic flows on these two lane collect streets. City Council has set a precedent and asked for left turn lanes on two lane collector streets in the past. The turn lane standards will be finalized as part of the future final development / construction plans.

III. Proposed Development:

The applicant plans to develop the parcel for a 252-unit multi-family apartment development as shown in figure 3.

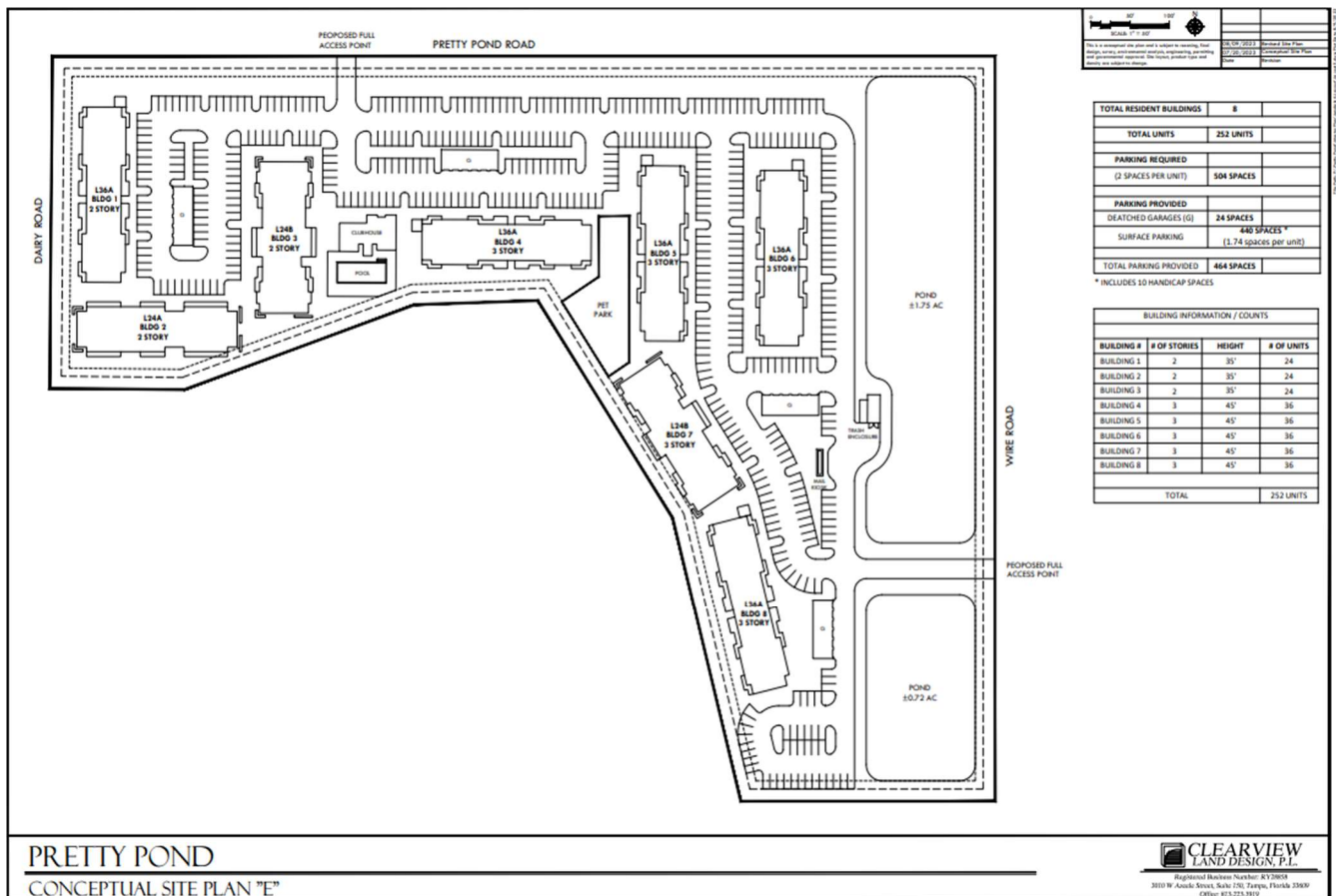


Figure 3 – Proposed Preliminary Development Plan

IV. DATA & ANALYSIS REVIEW

A. Future Land Use and Zoning Analysis

	Existing FLU	Existing Zoning	Existing Use
<u>Subject Property</u>	P/SP and MU	PUD & OP (Office Professional)	Vacant
<u>North</u>	RS (Res Suburban); RU Res Urban	PUD & R4	Single Family / Vacant
<u>South</u>	P/SP, MU (Mixed Use)	OP & R4	Assistant Living Facility / Multi-Family
<u>East</u>	RS; RU	R4, R2	Single Family
<u>West</u>	MU / VC (Village Center Overlay)	OP	Assisted Living Facility

B. Compatibility Analysis:

The subject property is surrounded by a mixture of residential uses and assisted living facilities as shown in the table above. The proposed multi-family residential use is generally consistent with existing and anticipated development patterns. The project will serve as an infill development and increase the housing stock in proximity to Advent Health Hospital and other local employment centers in the general vicinity. The increased population increases that the City is experiencing and new manufacturing coming will require additional housing stock. The development will utilize existing infrastructure, provide additional housing opportunities into the City of Zephyrhills, and blend with existing development in the vicinity.

Future Land Use Map (FLUMA) Amendment

A small-scale comprehensive plan amendment (less than 50 acres) would assign the land into the Residential Urban (RU) future land use classification. The RU classification purpose is to recognize properties that are appropriate to be developed in a suburban, high-density manner. It also recognizes that such areas are well suited for residential uses typical of suburban, non-intensive qualities. The density range in RU is 7.5 to 20.0 dwelling units per gross acre.

- (a) The subject property (17.387 acres) qualifies as a small-scale plan amendment;
- (b) The existing future land use of the property is a mix of P/SP and MU (See figure 4);
- (c) The proposed future land use map amendment (See figure 5) is to change the subject property's future land use designation from P/SP and MU to RU (Residential Urban);
- (d) The subject area is mixture of MF residential, hospital, offices and assisted living facilities;
- (e) The proposed future land use map amendment (FLUMA) is consistent with Chapter 163, Part II, FS, the City of Zephyrhills Comprehensive Plan, and the City's Land Development Code. It is also consistent and compatible with the land use/development trends of this area.

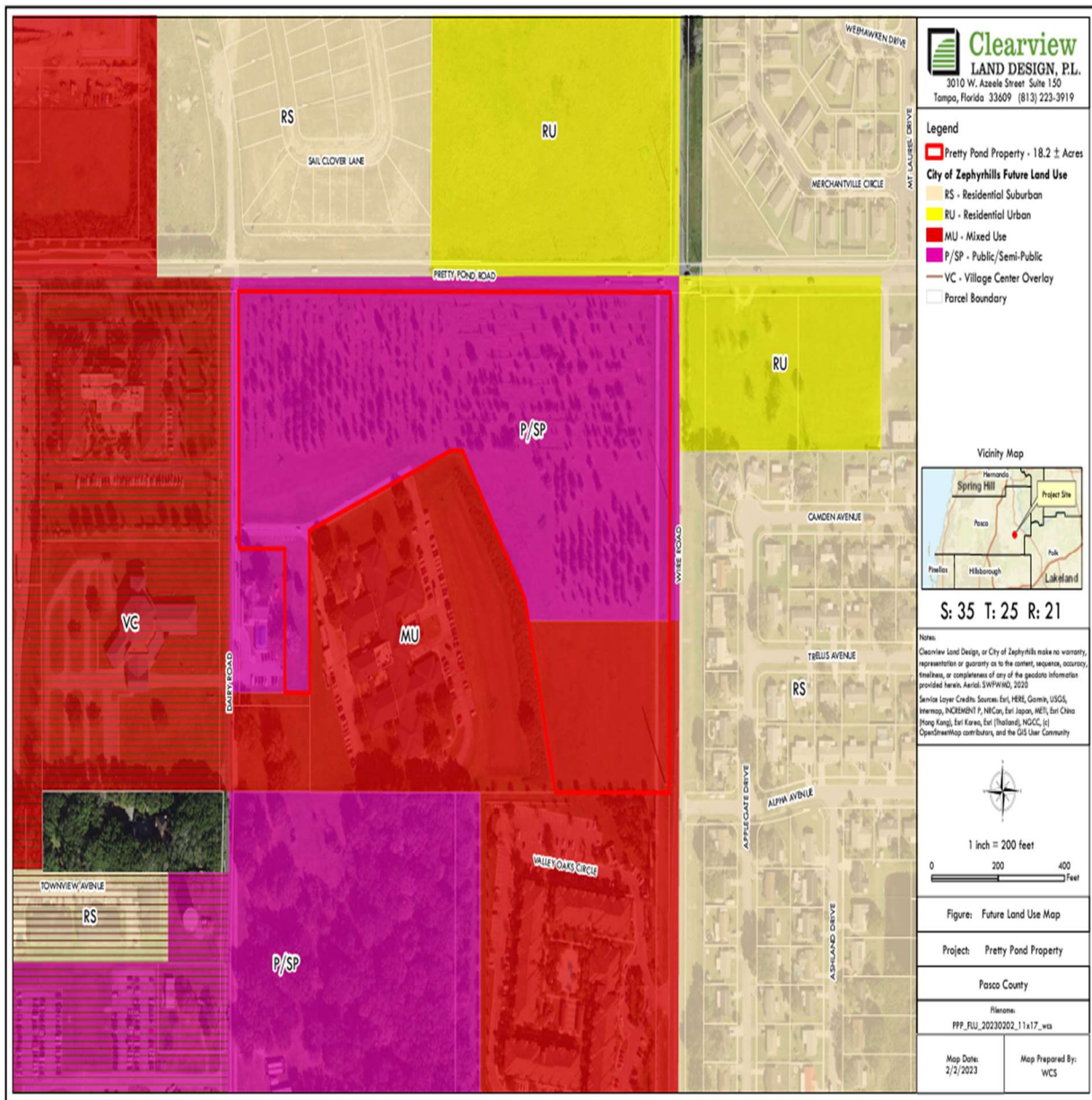


Figure 4 – Existing Future Land Use

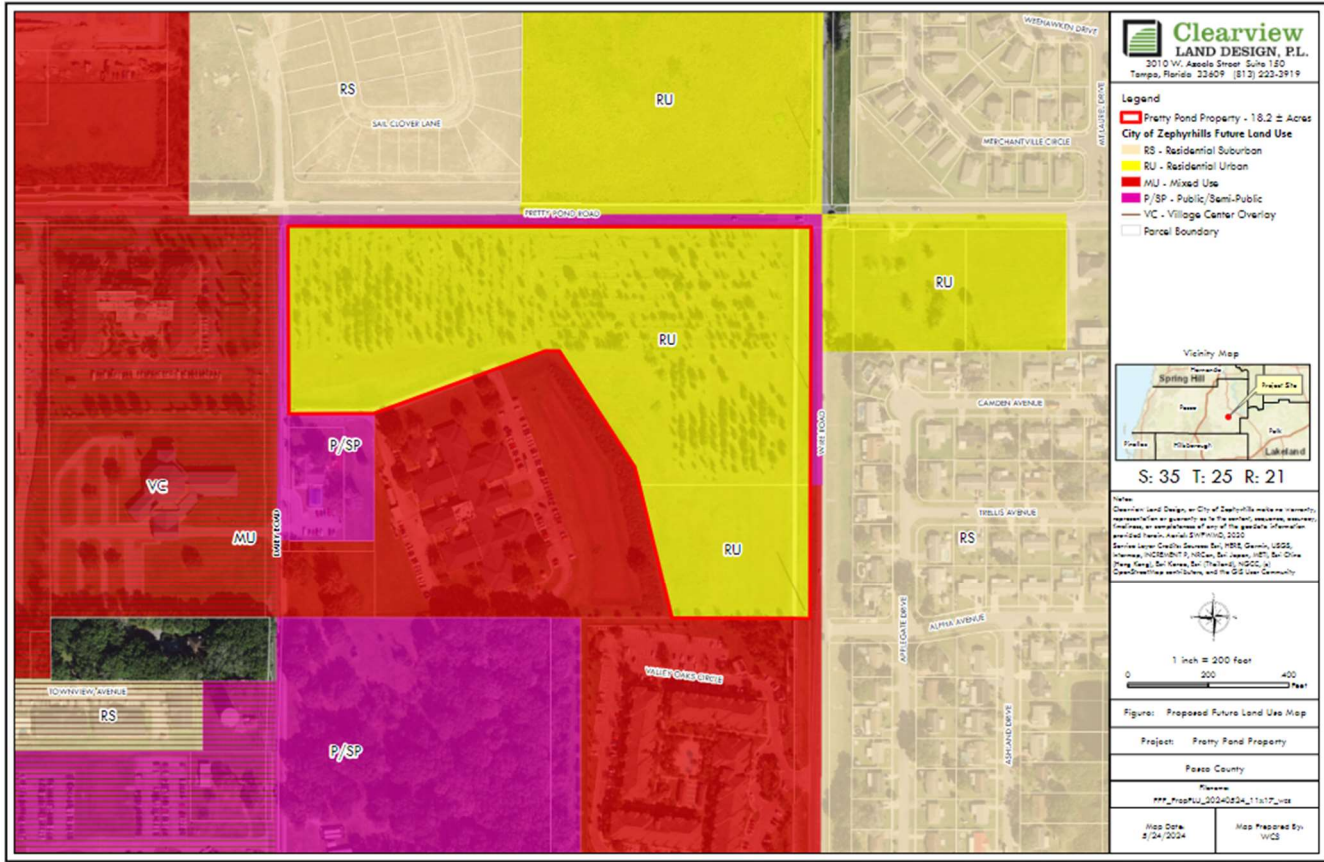


Figure 5-Proposed FLU map

C. Transportation:

Subject parcel abuts the south side of Pretty Pond Road (City owned), west side Dairy Rd (City owned) and Wire Rd (County Owned). City and County ROW use permits will be required at the time of site plan review and approval. The project site abuts the intersection of Wire and Pretty Pond Rd where this is some existing congestion (east bound on Pretty Pond from 301). The City is finalizing a roundabout design that will be constructed at this intersection to make it safer and reduce congestion. The development proposes entrances on Pretty Pond Rd and Wire. A traffic impact analysis has been completed and a right turn lane is required on Pretty Pond Rd. Staff is also recommending a left turn lane be constructed on Pretty Pond and also turn lanes on Wire Rd. to aid in reducing congestion on these two 2-laned collector roads that will reduce congestion.

D. Zoning Analysis:

Figure 6 presents the City's existing Zoning Map showing the larger parcel zoned PUD and the smaller parcel zoned OP (Office Professional). The applicant is requesting that the parcel zoned OP be rezoned to PUD so both parcels will have the same zoning. Staff is of the opinion that the requested zoning to OP is consistent and compatible with the surrounding zoning as well as the current and planned development trends in this area. Staff also believed the requested use of multi-family development is an appropriate and compatible use with multi-family development planned at the NW and SE corners of Wire and Pretty Pond.

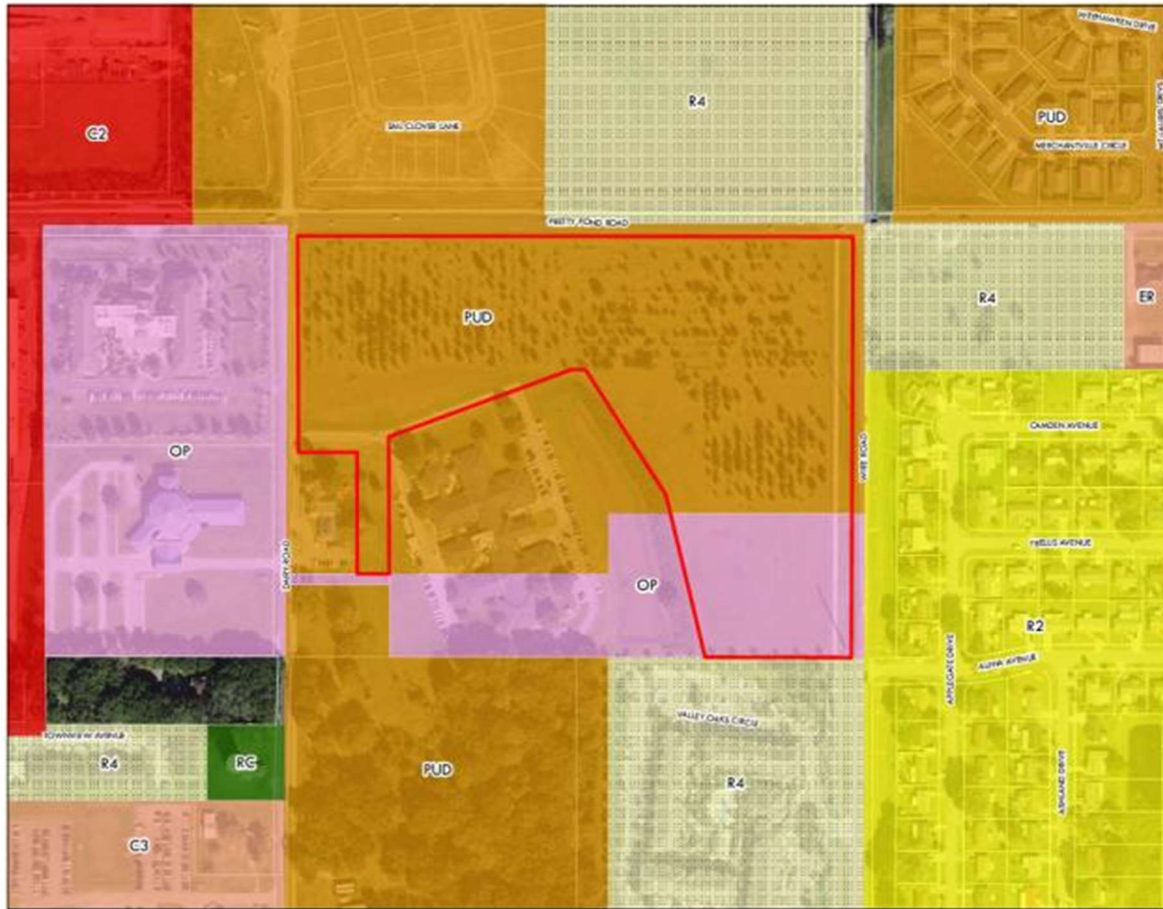


Figure 6 – Existing Zoning Map

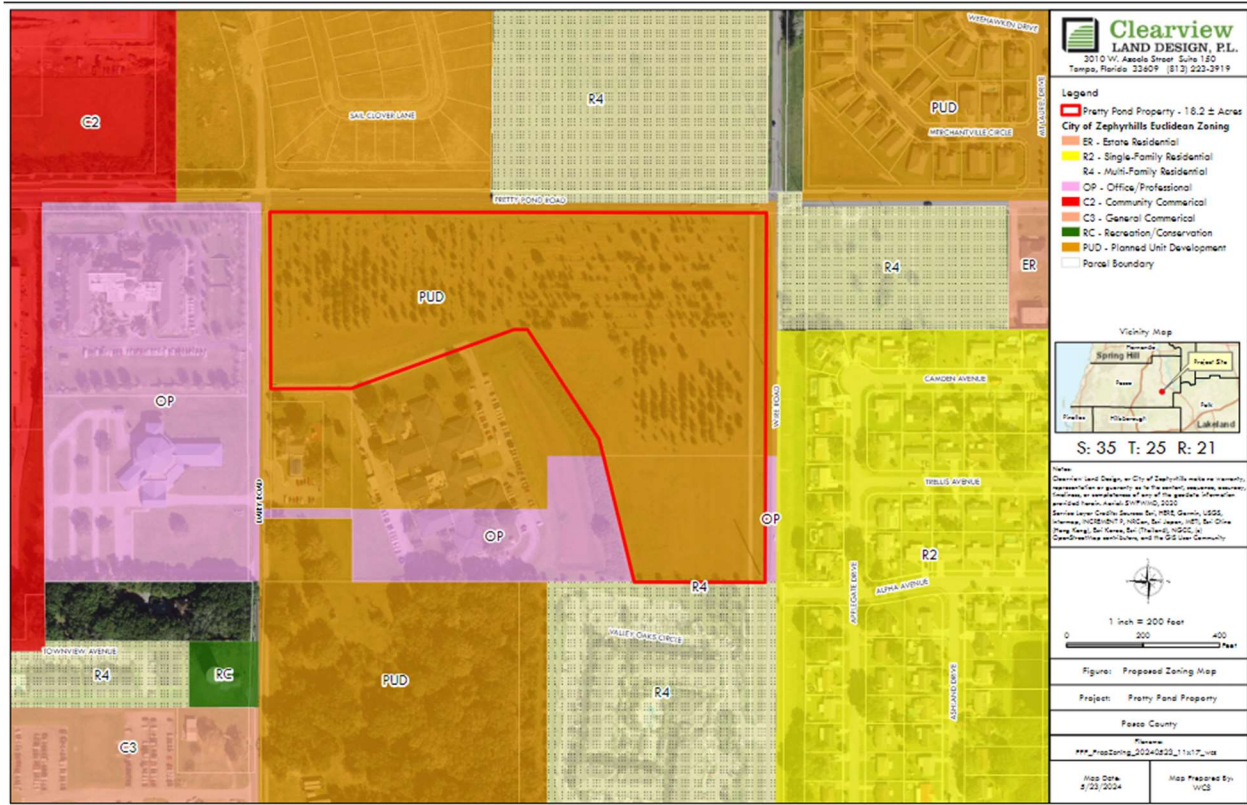
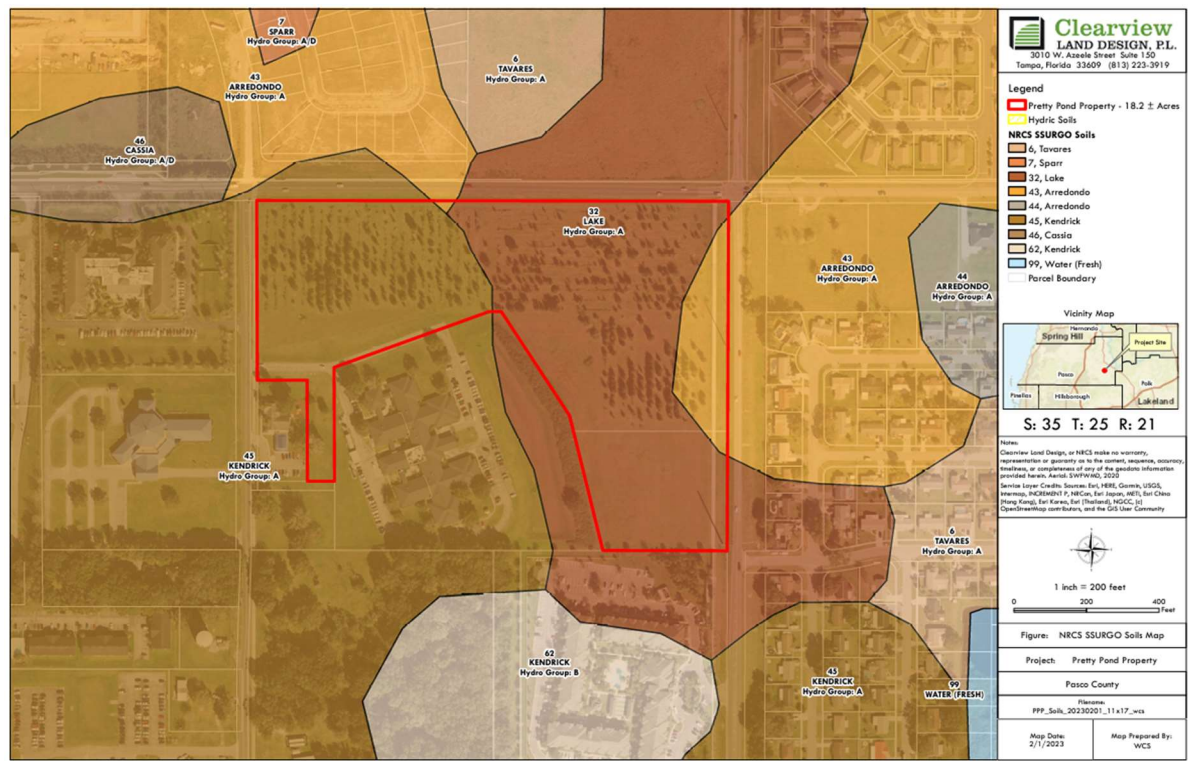


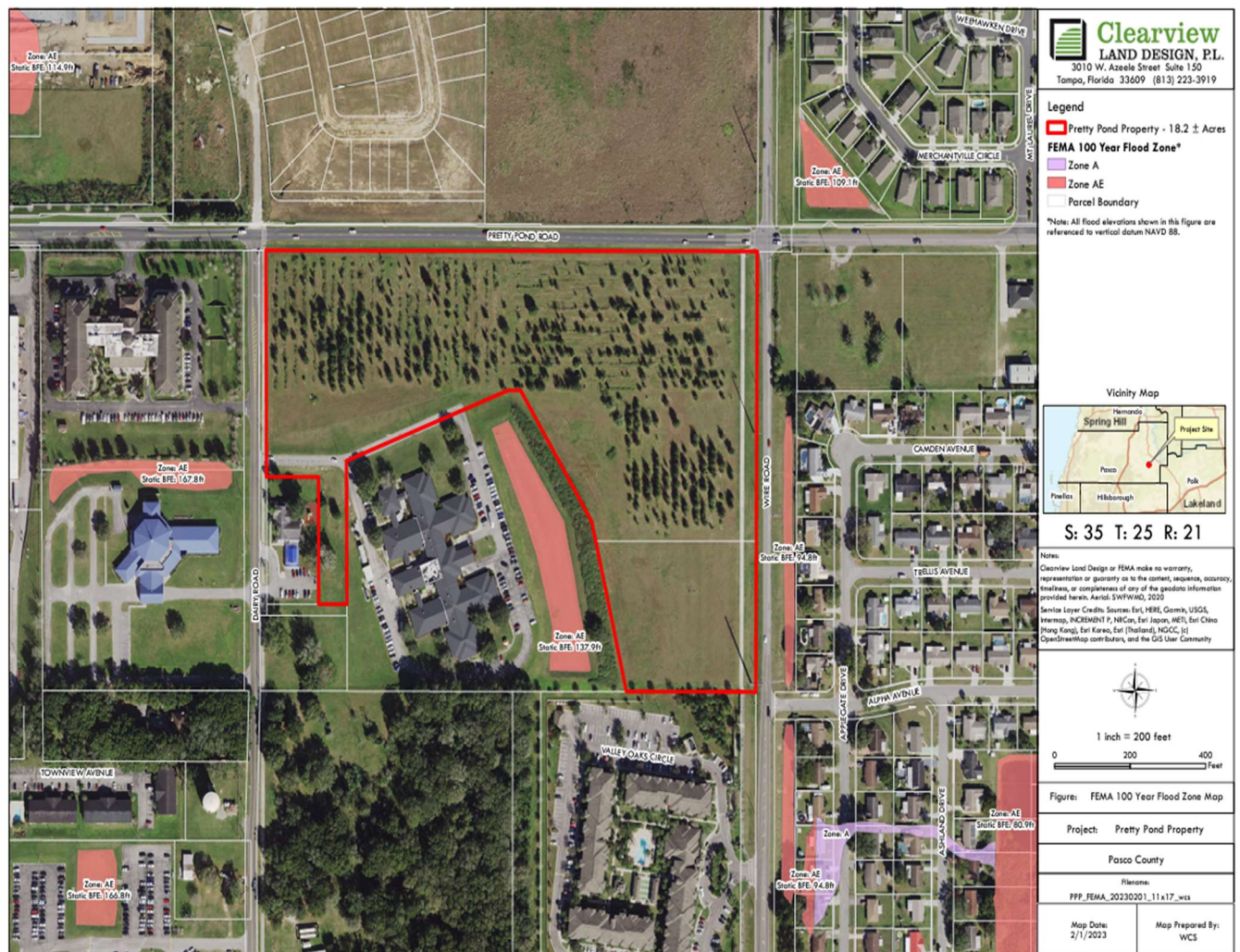
Figure 7-Proposed zoning

E. Natural & Historic Resources Analysis¹

The following site characteristics are provided and are attached to this report:

1. Soil Types – Various well-drained soils (Lake, Arredondo and Kendrick, Zero to 5 percent) that are generally well-suited for development, see attached soils map (figure 8);
2. Flood Plain – The subject property is located in Flood Zone “X” and is outside the 100-year flood zone. There is no identified apparent flood related threat.
3. Wetlands | Water Bodies –No wetlands on site, see Wetlands Map (figure 9);
4. Historic | Archaeological Resources – Based on the cultural assessment report provided no historical / cultural resources were located on the site. The subject property is located outside of the Zephyrhills Historic District and is not projected to impact any identified historic resources. If archaeological resources are found onsite during development, notification should be made to the Florida Department of Historical Resources.
5. Natural Resources – Gopher tortoises were observed on the property. Proper permits from USFWS shall be obtained 30 days prior to any land clearing / construction activities, as well as a full report and mitigation and/or relocation plan shall be submitted to the City if such activities are found on site.





Flood Zone Map – Figure 9)

F. Public Services Analysis | Impact

POLICE	Projected general police service demand is within the City’s existing service capabilities.
FIRE	It is anticipated that the projected general fire service demand is within the County’s existing service capabilities. The City is currently coordinating with the County.
WATER	Adequate supply and utility infrastructure is located in the general vicinity per Utilities Department.
SEWER	Adequate infrastructure and anticipated minimal impact according to the Utilities Department.

SANITATION	Future development will be required to utilize City Sanitation services. The City partners with Pasco County for use of their landfill site. Anticipated impact is minimal.
TRANSPORTATION	A traffic impact analysis has been completed and turn lanes will be required at the entrances to the development. City and County ROW use permits will be required. The applicant is also contributing to a roundabout that is under design for the intersection of Pretty Pond & Wire Rd which will improve safety and congestion currently at this intersection.
SCHOOL	29 elementary school students, 14 middle school students, and 18 high school students for a total of 61 students. (Capacity – Woodland – 82%, Stuart – 86%, ZHS – 88%)

CONSISTENCY WITH THE COMPREHENSIVE PLAN

Implementation

Goal LU-1: To achieve an economically and diversified tax base that ensures:

A. The residential family character of the City of Zephyrhills is maintained and protected while recognizing the economic benefits of a diversified economic base;

The project will complement the residential character of the City of Zephyrhills while providing an additional option for those looking for a residence with less maintenance. The proposed development provides further benefit to the City of Zephyrhills by increasing the tax base and affordable housing.

Land Development Regulation

Objective LU-1-1: To encourage efficient development in areas which will have the capacity to contribute more to the City in revenue than it will consume in services that meet the above-mentioned goals and consistent with this adopted plan.

Policy LU-1-1-1: The City shall continue to enforce land development regulations to ensure orderly development, that at minimum, contain provisions which:

- A. Regulate the subdivision of land;
- B. Regulate signage;
- C. Provide for drainage and stormwater management;
- D. Provide requirements for the provision of open space, and space, and safe convenient on-site traffic flow and parking requirements;
- E. Coordinate future land uses with soils conditions, topography, and availability of facilities and services;

- F. Ensure that development orders and permits are issued only when it is documented that such development is consistent with the adopted level of service standards and that facilities and services are available concurrent with the impacts of development;
- G. Protect the limited amount of wetlands and other environmentally sensitive natural resources;
- H. Protect the potable wellfields by designating appropriate activities and land uses within well head protection areas and environmentally sensitive land;
- I. Provision of mixed land use designations, such as recreation in residential area; and
- J. Discourage the proliferation of urban sprawl.

The project will ensure each of the above items are addressed as part of the construction plans that will be submitted to all applicable government agencies. Urban sprawl will not be created by the proposed development. The proposed development is an infill development where services are already available. The goal of the development is to provide a multi-family community that will meet the demands of a varied age group, ranging from young adults to senior citizens including housing for hospital staff.

Residential Development

Objective LU-1-2: The integrity and quality of life will continue to be maintained in existing and future residential neighborhoods.

The project will complement the quality of life within the surrounding communities. The proposed development will not interfere with the integrity of the established neighborhoods

Policy LU-1-2-1: Residential development shall be consistent with the following residential density categories:

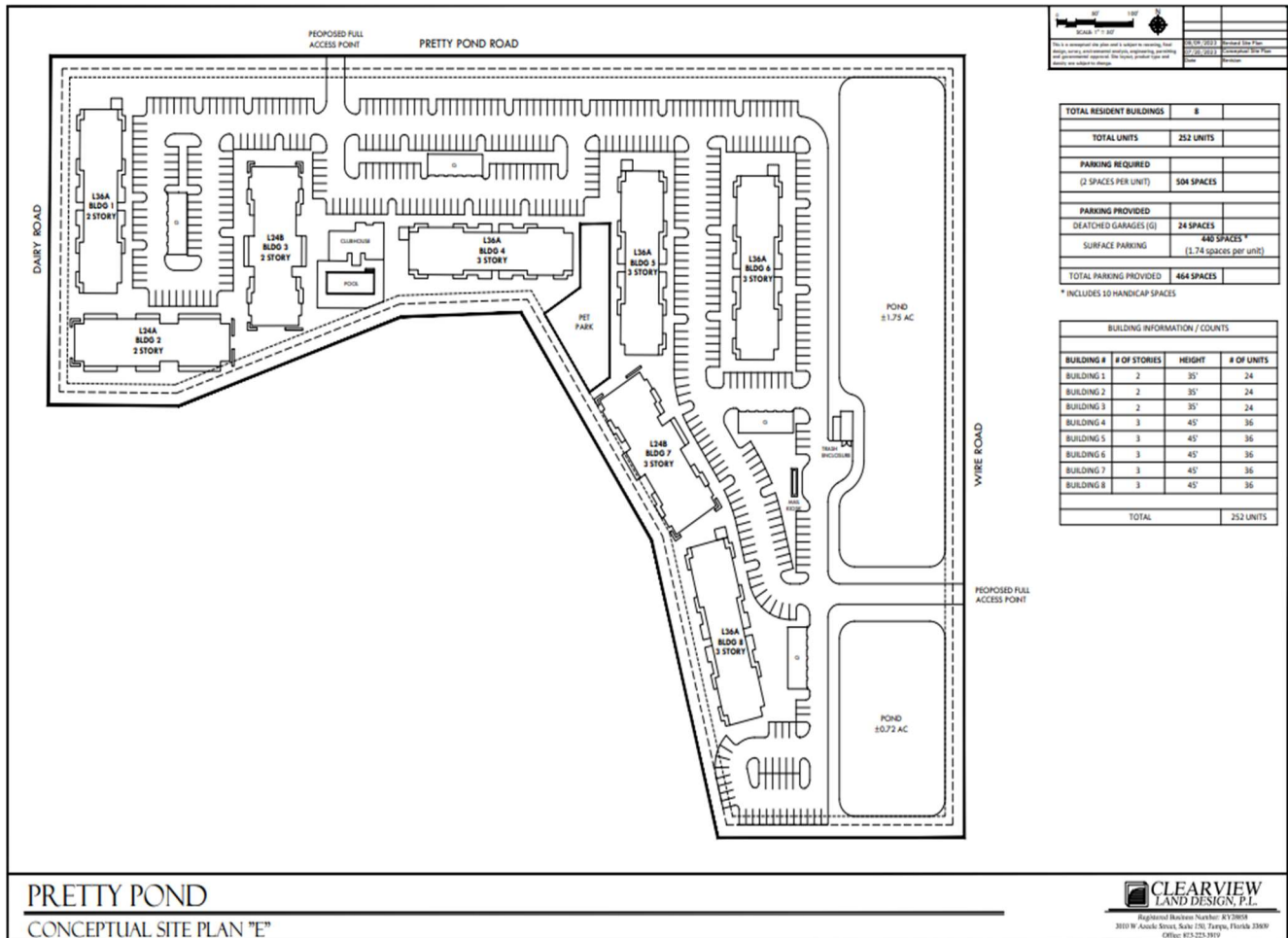


Figure 7 – Proposed Development Plan

b. Residential Urban- 7.5 to 20.0 units/gross acre; The project will contain a density of 14.13 dwelling units per acre and falls within the medium range criteria of the RU Future Land Use category requested in this application.

Policy LU-1-2-2: Existing residential areas shall be protected from incompatible activities. Other land users shall also be protected from the encroachment of incompatible residential activities.

The project is a proposed development that will provide compatibility with the existing residential areas and will serve as a transition between varying residential types and densities.

Policy LU-1-2-3: The location and extent of residential land uses shall be in accordance with the Future Land use Map and the descriptions of types, sizes, and densities of land uses contained in this element.

The project complies with the requirements of the Future Land Use Map, its categories, and the established development pattern of this area. The City's request via the accompanying RU category is compatible.

Policy LU-1-2-4: Land development shall take place in a manner that is compatible with the type and scale of surrounding land uses.

The project shall be compatible with the existing future land use categories, surrounding zoning districts and the established development pattern of the area.

POLICY LU-1-2-3-4: *Land development shall take place in a manner that is compatible with the type and scale of surrounding land uses.*

The proposed development on the subject property shall be in compliance with the city's Land Development Code and shall be consistent / compatible with the use and scale of surrounding uses with a mixture of two stories at the higher grades and three stories at the lower grades.

ARCHAEOLOGICAL AND HISTORICAL RESOURCES

OBJECTIVE

LU-1-4: *The City will develop mechanisms to ensure the protection of archaeological and historical resources.*

The subject property lies outside the historical district and that there are no historical / cultural structures or archaeological areas identified within the boundaries of the subject property. The applicant has provided documentation of a Cultural and Historic Resources was performed.

NATURAL RESOURCES

OBJECTIVE

LU-1-7: *All development activities shall ensure the protection of natural resources and potable well fields.*

LU-1-7-1: *The clearing of trees and wetland vegetation shall be prohibited unless permits are obtained from the property government entities.*

LU-1-7-2: *Species of flora and fauna identified as endangered, threatened, or species of special concern, as defined by Federal Law or Florida Statutes, and found to exist in Zephyrhills by the Florida Game Fresh Water Fish commission, shall be protected through compliance with appropriate Federal and State regulations.*

LU-1-7-3: *Consider in land use planning and regulation, the impact of land use on water quality and quantity; the availability of land water and other natural resources to meet demands; and the potential for flooding.*

LU-1-7-4: *The clearing of trees and wetland vegetation shall be prohibited unless permits are received from appropriate governmental entities.*

LU-1-7-5: *The developer/owner of any new development or redevelopment shall be responsible for on-site management of stormwater run-off in a manner so that post-development run-off rates, volumes and pollutant loads do not exceed existing conditions.*

The owner and its future builder / contractor shall comply with each of these provisions / permits during the future planning, design, engineering, staff review, permitting, construction, and inspection process of the development project. Permits for gopher tortoises located on the subject property shall be required to be obtained as discussed in the Staff Report prior to commencement of construction.

Furthermore, as previously discussed, the subject property is heavily wooded and at the time of development a tree survey shall be submitted with corresponding tree preservation plan. Any remaining caliper inches (trees) shall be calculated and a tree mitigation fund payment shall be paid in full prior to issuance of site permits. All applicable sections of the LDC pertaining to landscape and tree preservation and tree removal guidelines shall be followed. The future site plan will also address the City's interest of avoiding drainage to offsite when the land is cleared with requirement to begin construction of the retention pond prior to land clearing.

V. RECOMMENDATION

The Planning Department is recommending approval of the petition for a small scale future land use map amendment from Public / Semi-Public and Mixed Use to RU (Residential Urban) and rezoning from Office Professional to Planned Unit Development with conditions (*attached*).

Site Plan Review Committee – Approval with conditions

Planning Commission - Approval with conditions

BUSINESS ITEMS/PUBLIC HEARING 2.2

Live Local Act Property Tax Exemption - Electing To Not Exempt Property Under Section 196.1978(3)(d)1.a., Florida Statutes

First Reading **RESOLUTION NO. 824-24 - "A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ZEPHYRHILLS, FLORIDA, PURSUANT TO SECTION 196.1978(3)(o), FLORIDA STATUTES, ELECTING TO NOT EXEMPT PROPERTY UNDER SECTION 196.1978(3)(d)1.a., FLORIDA STATUTES, COMMONLY KNOWN AS THE "LIVE LOCAL ACT PROPERTY TAX EXEMPTION."**

- A. Council President opens Public Hearing
- B. Council President closes Public Hearing
- C. City Council considers Resolution No. 823-24 on the First Reading

Issue:

Background:

In response to Pasco County's concerns with the 80 to 120 Tax Exemption, the Senate President's Office initiated, and the 2024 Florida Legislature adopted, a change to the Live Local Act Property Tax Exemption as part of the tax package bill (SB 7074). The legislation creates a new Section 196.1978(3)(o), Florida Statutes, which, beginning with the 2025 tax roll, allows taxing authorities to annually "opt-out" of the 80 to 120 Tax Exemption, if the taxing authority finds that the latest Shimberg Center for Housing Studies Annual Report, prepared pursuant to Section 420.6075, Florida Statutes (Shimberg Annual Report) identifies that the number of affordable and available units in the county is greater than the number of renter households in the county for natural persons or families who meet the income criteria for the 80 to 120 Tax Exemption. This new legislation does not affect: (a) any 80 to 120 Tax Exemptions that may be granted by the Property Appraiser for 2024, or (b) the 100% Live Local Act Property Tax Exemption for rental housing below 80% of AMI.

The latest Shimberg Annual Report (2023) identifies a surplus of affordable and available units in the Tampa-St. Petersburg-Clearwater metropolitan statistical area, in which Zephyrhills is located, for those households that meet the income criteria for the 80 to 120 Tax Exemption.

Copies of the relevant pages from the 2023 Shimberg Annual Report are attached hereto. Based on the data in the 2023 Shimberg, Zephyrhills qualifies for the ability to opt-out of the 80 to 120 Tax Exemption for 2025.

Attachment(s):

1. RESOLUTION NO 824-24 LIVE LOCAL OPT OUT RESOLUTION(30941637.1)
2. Shimberg Center for Housing Studies

Fiscal Impact:

No funding is required.

Staff Recommendation:

Staff recommends approval of Resolution No. 824-24 on the first reading.

RESOLUTION NO. 824-24

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ZEPHYRHILLS, FLORIDA, PURSUANT TO SECTION 196.1978(3)(o), FLORIDA STATUTES, ELECTING TO NOT EXEMPT PROEPRTY UNDER SECTION 196.1978(3)(d)1.a., FLORIDA STATUTES, COMMONLY KNOWN AS THE “LIVE LOCAL ACT PROPERTY TAX EXEMPTION.”

WHEREAS, Section 196.1978(3), Florida Statutes (the "Live Local Act Property Tax Exemption") requires the Pasco County Property Appraiser to exempt certain rental properties from ad valorem taxes if such properties meet the criteria of the Live Act Local Property Tax Exemption; and

WHEREAS, beginning with the 2025 tax roll, Section 196.1978(3)(o), Florida Statutes, allows taxing authorities to "opt-out" of providing the Live Local Act Property Tax Exemption to units in multifamily projects that are used to house natural persons or families whose annual household income is between 80 and 120 percent of the median annual adjusted gross income for households within the metropolitan statistical area ("MSA") or, if not within a MSA, within the county in which the person or family resides (the "80 to 120 Tax Exemption"), if the taxing authority finds that the latest Shimberg Center for Housing Studies Annual Report, prepared pursuant to Section 420.6075, Florida Statutes ("Shimberg Annual Report"), identifies that the number of affordable and available units in the MSA or region is greater than the number of renter households in the MSA or region for natural persons or families who meet the income criteria for the 80 to 120 Tax Exemption; and

WHEREAS, the City Council of the City of Zephyrhills hereby finds that the latest Shimberg Annual Report identifies a surplus of affordable and available units in the Tampa-St. Petersburg-Clearwater MSA, in which the City of Zephyrhills is located, for those households that meet the income criteria for the 80 to 120 Tax Exemption; and

WHEREAS, the City Council of the City of Zephyrhills hereby finds that the City of Zephyrhills is a taxing authority that is eligible for the election in Section 196.1978(3)(o), Florida Statutes, which allows the City of Zephyrhills to not exempt properties that would otherwise qualify for the 80 to 120 Tax Exemption.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Zephyrhills, Florida, as follows:

Section 1. The City of Zephyrhills hereby elects not to exempt properties eligible for the 80 to 120 Tax Exemption in Section 196.1978(3)(d)1.a., Florida Statutes, pursuant to the authority in Section 196.1978(3)(o), Florida Statutes, and hereby requests that the Pasco County Property Appraiser not grant any such exemptions.

Section 2. This resolution applies to all ad valorem property tax levies imposed by the City of Zephyrhills.

Section 3. This resolution shall take effect on January 1, 2025, and shall expire on January 1, 2026. This resolution may be renewed prior to January 1, 2026, pursuant to Section 196.1978(3)(o), Florida Statutes.

Section 4. This resolution has been duly advertised in accordance with Section 50.011(1), Florida Statutes. A copy of this resolution shall be provided to the Pasco County Property Appraiser prior to January 1, 2025.

Section 5. The adoption of this resolution shall not constitute an admission that the Live Local Property Tax Exemption is constitutional or consistent with Section 196.012(7), Florida Statutes, and shall not constitute an admission that the Shimberg Annual Report is the best method of

determining the current inventory of "affordable and available" housing in the City of Zephyrhills. If the City of Zephyrhills ceases to qualify for the election in Section 196.1978(3)(o), Florida Statutes in future years, or if this resolution is determined to be invalid or unenforceable by the Pasco County Property Appraiser or a court of competent jurisdiction, nothing in this resolution shall be deemed a waiver of the City of Zephyrhills's right to challenge the Live Local Act Property Tax Exemption.

DONE AND RESOLVED in regular session with a quorum present and by a two-thirds vote of the governing body this 24th day of June 2024.

Attest: _____	_____
Lori L. Hillman, City Clerk, MMC	Kenneth M. Burgess, Jr. Council President

The foregoing Resolution No: 824-24 was approved by me this 24th day of June 2024.

Melonie Bahr Monson, Mayor

Approved as to legal form and content
for the reliance of the City of Zephyrhills only:

Matthew E. Maggard, Esq.
City Attorney



Shimberg Center for Housing Studies

2023 Annual Report

Shimberg Center for Housing Studies, M.E. Rinker School of Construction Management,
University of Florida, P.O. Box 115703, Gainesville, Florida 32611-5703

APPENDIX 4. SURPLUS/DEFICIT OF AFFORDABLE AND AVAILABLE RENTAL HOUSING UNITS BY INCOME (% AMI), FLORIDA REGIONS, 2022

Region	Counties	Affordable/Available Units Minus Renter Households					
		0-30% AMI	0-40% AMI	0-50% AMI	0-60% AMI	0-80% AMI	0-120% AMI
Cape Coral-Fort Myers, FL MSA	Lee	-12,127	-13,378	-18,568	-17,272	-12,349	-1,135
Deltona-Daytona Beach-Ormond Beach, FL MSA & Palm Coast, FL MSA	Flagler, Volusia	-10,014	-12,451	-15,516	-15,234	-9,359	-357
Fort Walton Beach-Crestview-Destin, FL MSA	Okaloosa	-1,883	-2,668	-3,766	-2,908	-2,236	1,338
Ft. Lauderdale	Broward	-38,051	-54,391	-70,488	-83,786	-84,246	-33,237
Gainesville, FL MSA (minus Gilchrist)	Alachua	-4,632	-6,362	-6,030	-3,822	2,323	3,351
Homosassa Springs, FL MSA	Citrus	-2,043	-2,341	-2,636	-2,663	-893	-620
Jacksonville, FL MSA plus Putnam	Baker, Clay, Duval, Nassau, Putnam, St. Johns	-33,046	-38,430	-42,592	-33,940	-20,099	4,418
Lakeland, FL MSA	Polk	-12,578	-17,497	-20,489	-18,582	-13,186	248
Miami-Dade Plus Monroe	Miami-Dade, Monroe	-62,467	-93,480	-108,871	-130,410	-134,458	-61,721
Naples-Marco Island, FL MSA	Collier	-4,858	-7,220	-10,087	-9,861	-7,936	-1,247
Northeast Nonmetropolitan Area (plus Gilchrist)	Bradford, Columbia, Dixie, Gilchrist, Hamilton, Lafayette, Levy, Madison, Suwannee, Taylor, Union	-3,311	-3,468	-4,482	-2,139	-51	865
Northwest Nonmetropolitan Area (plus Gadsden, Jefferson, & Wakulla)	Calhoun, Franklin, Gadsden, Gulf, Holmes, Jackson, Jefferson, Liberty, Wakulla, Walton, Washington	-4,521	-5,296	-4,372	-3,242	-1,003	36
Ocala, FL MSA	Marion	-6,173	-5,378	-6,830	-5,029	-1,586	3,216
Orlando-Kissimmee, FL MSA	Lake, Orange, Osceola, Seminole	-51,154	-70,138	-89,107	-94,715	-77,753	799
Palm Bay-Melbourne-Titusville, FL MSA	Brevard	-8,504	-11,491	-9,241	-6,901	-691	6,565
Panama City-Lynn Haven, FL MSA	Bay	-3,086	-3,254	-4,840	-4,839	-3,626	1,151
Pensacola-Ferry Pass-Brent, FL MSA	Escambia, Santa Rosa	-9,841	-11,125	-12,909	-9,855	-3,894	-612
Port St. Lucie, FL MSA	Martin, St. Lucie	-7,410	-8,979	-9,712	-8,956	-6,229	683
Punta Gorda, FL MSA	Charlotte	-62	-1,173	-2,475	-2,659	-1,904	-579
Sarasota-Bradenton-Venice, FL MSA	Manatee, Sarasota	-11,394	-16,597	-19,873	-17,238	-10,255	3,057
Sebastian-Vero Beach, FL MSA	Indian River, Okeechobee	-1,769	-1,923	-2,402	-2,499	-1,303	10

Region	Counties	Affordable/Available Units Minus Renter Households					
		0-30% AMI	0-40% AMI	0-50% AMI	0-60% AMI	0-80% AMI	0-120% AMI
South Nonmetropolitan Area (minus Monroe)	DeSoto, Glades, Hardee, Hendry, Highlands	-3,417	-4,566	-5,396	-5,913	-2,835	-1,469
Tallahassee, FL MSA (minus Gadsden, Jefferson & Wakulla)	Leon	-6,053	-7,018	-5,982	-2,315	540	2,293
Tampa-St. Petersburg-Clearwater, FL MSA:	Hernando, Hillsborough, Pasco, Pinellas	-64,236	-81,384	-90,984	-83,379	-60,011	3,994
The Villages, FL MSA	Sumter	-630	-891	-962	-713	-839	387
West Palm Beach-Boca Raton	Palm Beach	-28,122	-37,675	-43,874	-45,133	-33,296	-7,728
State of Florida Total		-391,382	-518,574	-612,484	-614,003	-487,175	-76,294

Source: Shimberg Center analysis of U.S. Census Bureau, 2022 American Community Survey. Values are the difference between renter households and affordable/available units at each income level. Negative value means that renter households outnumber affordable/available units.

AIRPORT MANAGER'S REPORT 3.1

Airport Update

Issue:

The attached presentation is an update of projects occurring at the airport.

Background:

Attachment(s):

1. 2024 Airport City Council update

Fiscal Impact:

Fiscal impacts depend on future years' approval of projects.

Staff Recommendation:



Zephyrhills

jump right in



**ZEPHYRHILLS
MUNICIPAL AIRPORT**

A City of Zephyrhills Facility

Current Projects

- Runway 01/19 Rehab \$4,510,000 2023/2025
- (2) Tenant Box Hangars \$4,186,800 2023/2025
- Taxiway F Design/Cons \$2,222,400 2023/2025
- Terminal / FBO \$4,952,000 2023/2028

5 Year Capital Improvement Plan

- 6th Avenue North realignment
- Design and construct two 10-unit T- hangars
- Realign South Ave Phase 1
- Realign South Ave Phase 2
- Airport Master Plan update
- Design and construct taxiway G

ZEPHYRHILLS MUNICIPAL AIRPORT (ZPH)

PROJECT COSTS vs. ALLOCATED FUNDS

PROJECT/PHASE	TOTAL COST	Allocated Funds	Funds Needed
Terminal/FBO Building	\$4,952,000	\$2,700,000	
Taxiway F	\$2,222,400	\$2,000,000	
Tenant Hangar (84x76 = 6,384 SF)	\$2,093,400	\$950,000	
Tenant Hangar (60x60 = 3,600 SF)	\$1,725,000	\$950,000	
Total	\$10,992,800	\$6,600,000	\$4,392,800
84 x 76 (2)	368,400		\$4,761,200

Tenant Hangar (84x76 = 6,384 SF)	
Tenant Hangar (84x76 = 6,384 SF)	
Taxiway F	Safety access

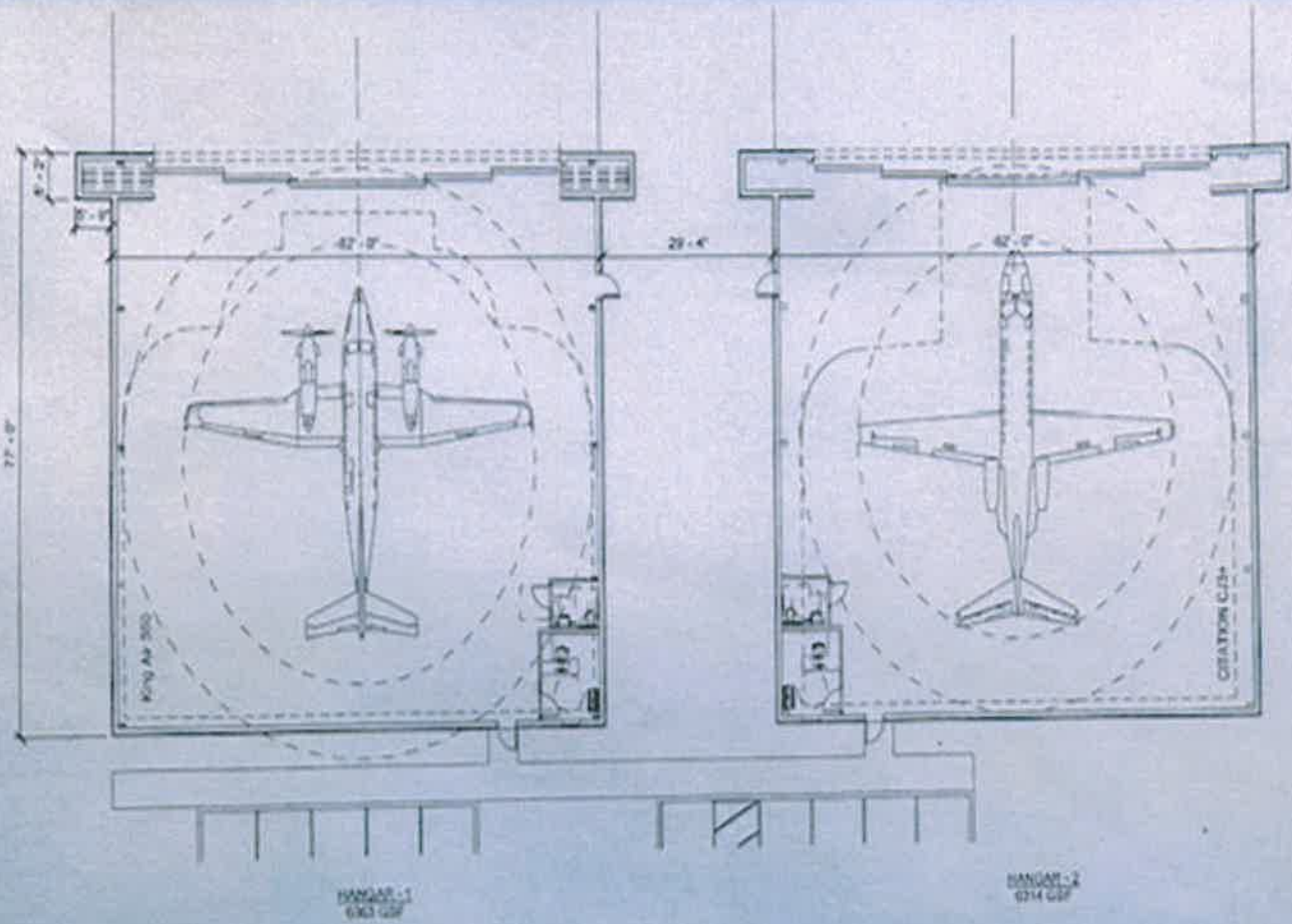
\$6,409,200 1st choice

Terminal/FBO Building		\$4,952,000	2nd choice
Program through the JACIP		FY 2027/2028	

? FAA bil (safety) Taxiway F	-881,200.00	-1.3mil
	\$3,880,200	3,641,400

Grant expires 06/30/2026

Runway 01/19 rehab	1.4 mil needed	Asking FDOT FY 2025
City's October 2024/2025 FY		



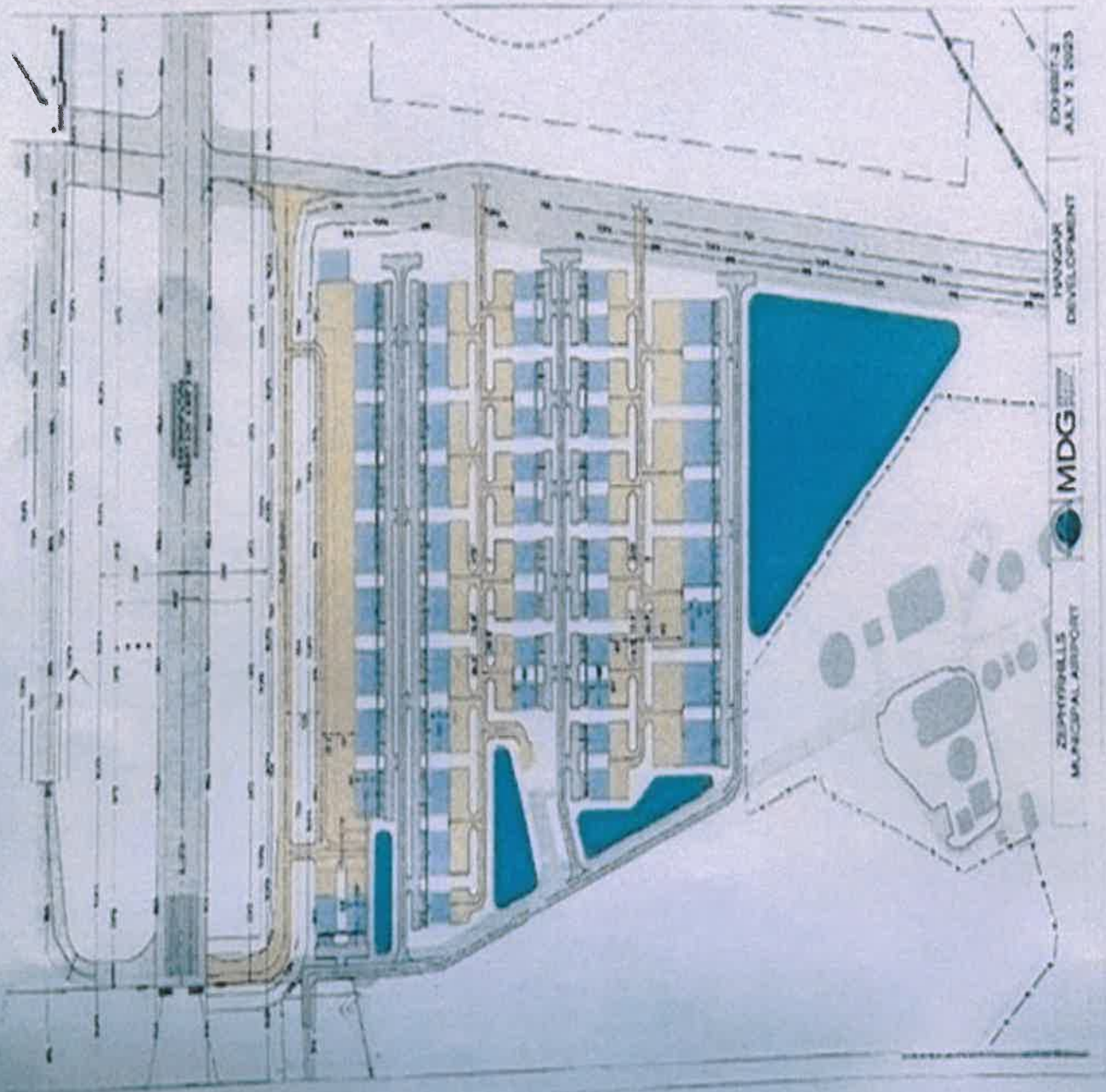


EXHIBIT 3
JULY 3, 2023

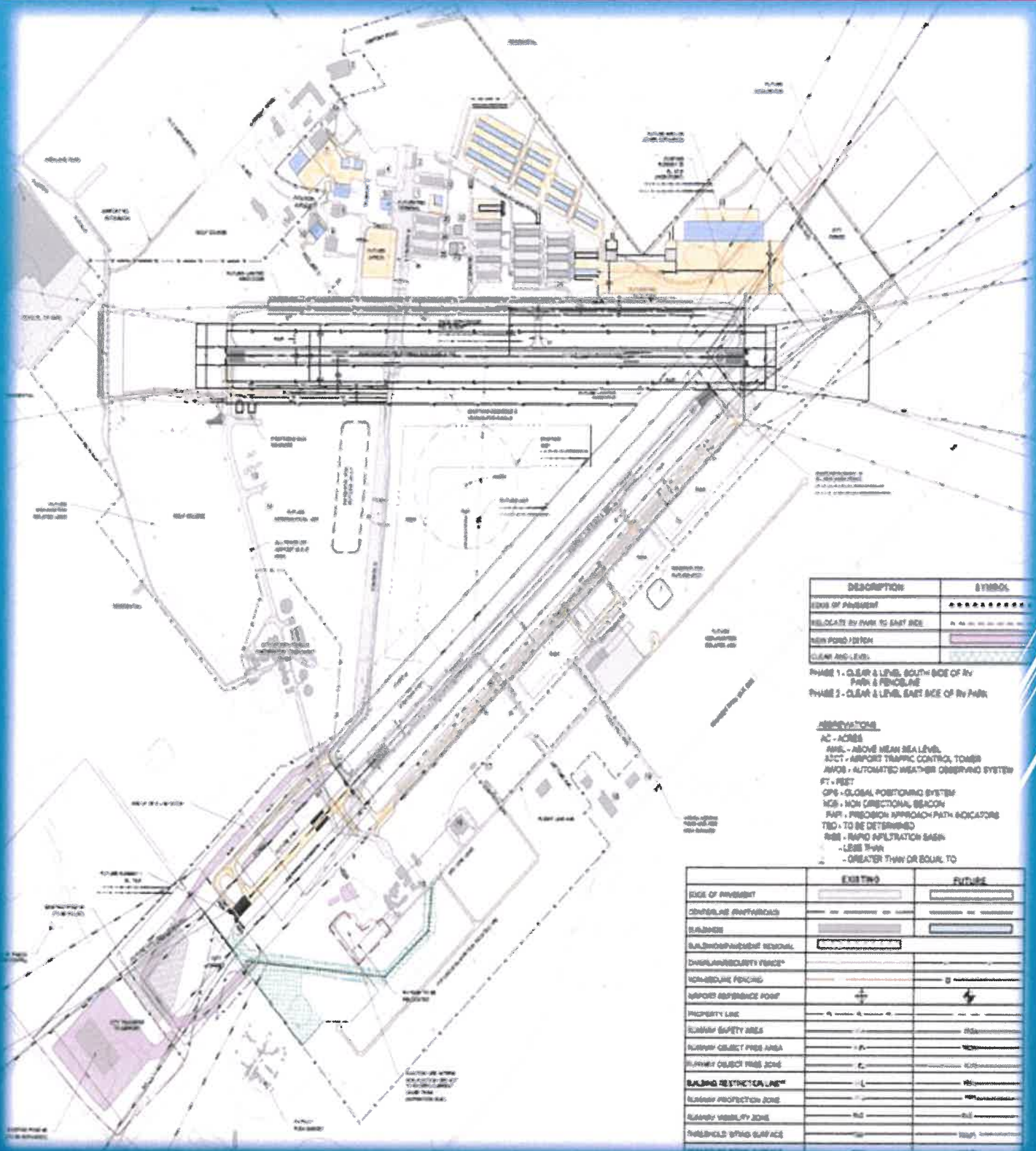
HANGAR
DEVELOPMENT



ZEPHYRHILLS
MUNICIPAL AIRPORT

Airport Layout Plan (ALP)

Technical Document corresponding with the Joint Capital Improvement Plan (JACIP)



Questions

CITY MANAGER'S REPORT 4.1

ZEDC Update - Dr. Randy Stovall

Issue:

Dr. Randy Stovall will update Council on ZEDC activities for the months of April, May, and June

Background:

Attachment(s):

1. ZEDC Report for City Council

Fiscal Impact:

Staff Recommendation:

ZEDC Report for City Council, June 24, 2024

Quarter 2 Activity

April:

MPO Transportation Presentation at the Stakeholders Meeting

May:

Small Business Roundtable with Congresswoman Laurel Lee.

(Brought 4 small businesses with the chamber: Faithful Friends Pet Cremation, Five 9s Technologies, San Antonio Citizens Federal Credit Union, and Professional Hair Labs.)

June:

Medical BizWalk begins

PEDC Strategic Planning participation

PEDC Executive Success program graduation

Stakeholders approval of BSD incentives

CITY MANAGER'S REPORT 4.2

Code Enforcement Update

Issue:

The attached presentation is to provide a Code Enforcement status report for 2024

Background:

Attachment(s):

1. Code Enforcement Update

Fiscal Impact:

Staff Recommendation:

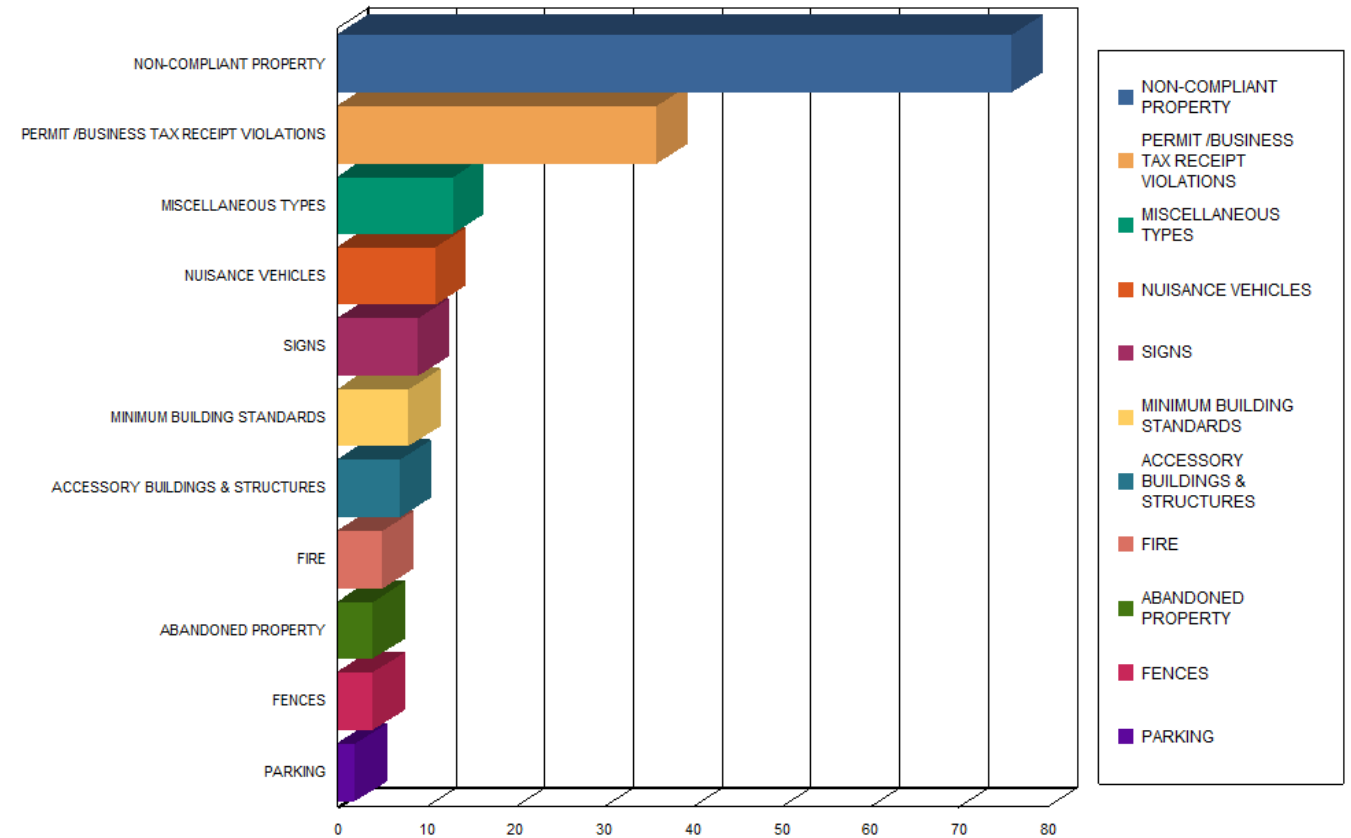
Code Enforcement 2024 Status Report

THIS BUILDING IS UNSAFE
AND
ITS USE OR OCCUPANCY
HAS BEEN PROHIBITED BY
THE BUILDING OFFICIAL.

THIS BUILDING IS UNSAFE
AND
ITS USE OR OCCUPANCY
HAS BEEN PROHIBITED BY
THE BUILDING OFFICIAL.

2024 CLOSED CODE CASES

- Total to date = 195
- Total to date verbal = 11



13 Sign Violations

Snipe signs in Right of Way

Feather Flags



Impounded Grocery Carts - Discarded on City Right of ways

• Winn Dixie	3
• Save a Lot	5
• TJ Maxx	3
• Dollar Store	10
• Wal Mart	12
• Tractor Supply	1
• Bealls	1
• Unknown	2

Total	37
-------	----



Business Tax Receipt Violations

- 13 Violations - Failure to Acquire or Renew City Business Tax Receipt
- 3 Verbal warnings for Failure to Acquire

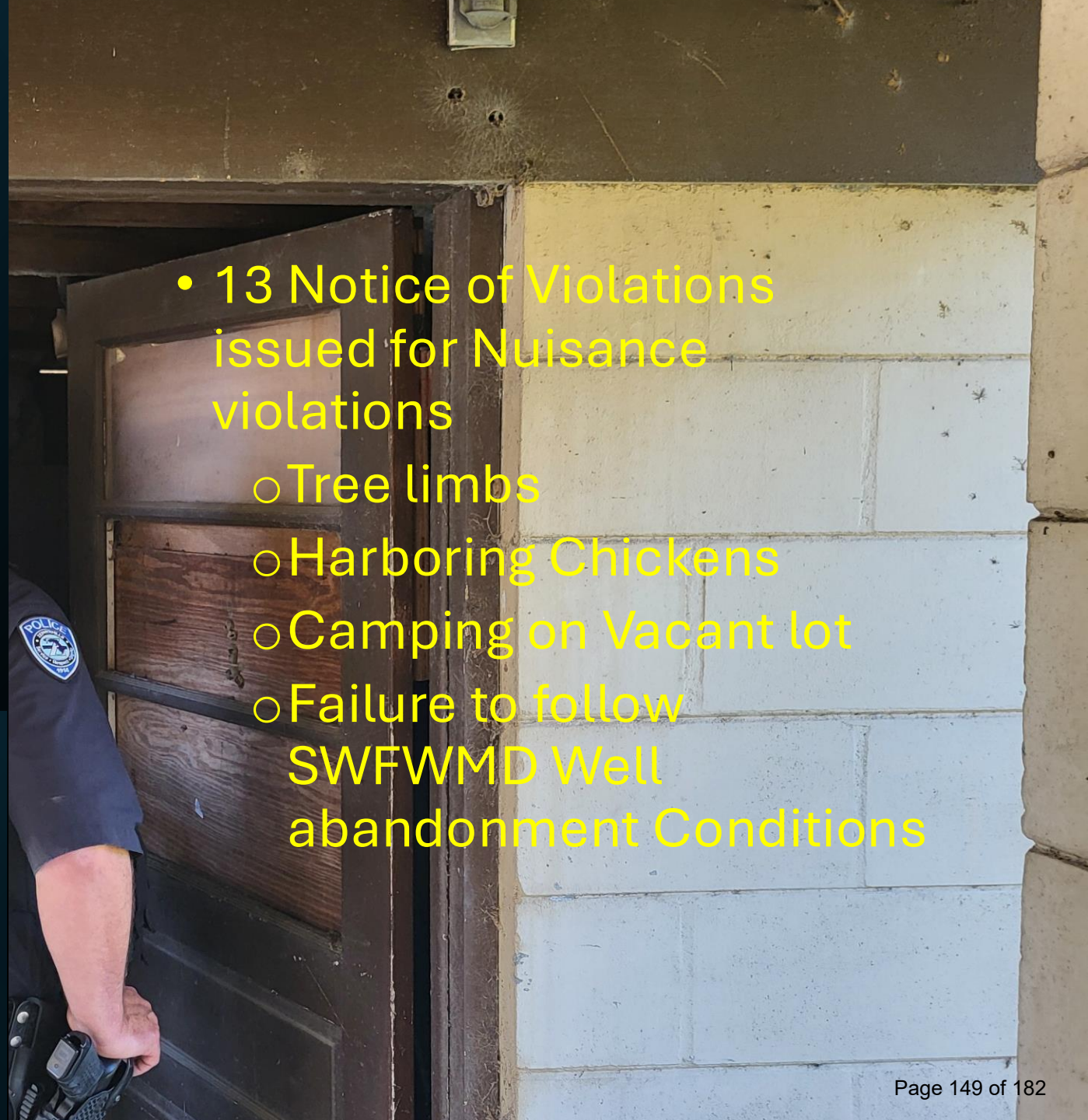
Failure to Acquire Building Permit

- 27 Violations issued for Failure to Acquire a Building Permit prior to Construct or Install



Noncompliant Property

- 13 Notice of Violations issued for Nuisance violations
 - Tree limbs
 - Harboring Chickens
 - Camping on Vacant lot
 - Failure to follow SWFWMD Well abandonment Conditions



2024 Stormwater Silt Fence Inspections

- 31 Silt Fence Inspections on 9 active sites





2024 Fence Inspections

71 Total Fence Permits

2023 - 176 Fence Permits

6 Citations Issued for 2024 Totaling \$2500.00



2 Nuisance Violation /
Unlicensed Vehicles
\$1000.00



2 Minimum Housing
Violation / Dilapidated
Roof & Eaves \$1000.00



1 Nuisance Violation /
Excessive Accumulation
of Junk & Debris \$250.00



1 Damage to Water
Meters / Cut Lock
\$500.00



2023 - 32 Citations issued = \$13,485.00

- **1 Blocked Fire Egress – Excessive Fire Load \$500.00**
- **1 Sign Violations - Failure to Acquire Sign Permit \$500.00**
- **5 Damage to City Water Meters - Cut Locks \$2500.00**
- **11 Minimum Housing Violations – Broken Windows / Chipped or Fading Paint / Exposed Electrical Panel / Illegal Electric / Dilapidated Roof & Eaves / Illegal Occupation of a Recreational Vehicle \$5250.00**
- **14 Nuisance Violations - Excessive Accumulation of Junk & Debris / Multiple Unlicensed Inoperable Vehicles / High Grass & Weeds / Parking in Right of Way \$4735.00**

CITY MANAGER'S REPORT 4.3

Krusen Park Bleacher Cover

Issue:

Approval of conceptual design and attached proposal

Background:

Zephyrhills Athletic League has approached the City to construct a shade structure over the football field bleachers to protect spectators from both the sun and rain.

Attachment(s):

1. WOP #130050.00
2. steel building example all steel

Fiscal Impact:

\$213,685.26 (includes 10% contingency) Park Impact Fees
Gordian Contract No. FL-R8-GC07-111821-CCE
Furnish and install price \$194,259.33 (w/o contingency).

Staff Recommendation:

The Public Works Director and City Manager recommend Alternate 1 \$213,685.26 (includes 10% contingency).

Work Order Signature Document

EZIQC Contract No.: FL-R8-GC07-111821-CCE

☒

New Work Order



Modify an Existing Work Order

Work Order Number.: 130050.00

Work Order Date: 06/18/2024

Work Order Title: Zephyrhills - Krusen Park Bleacher Cover

Owner Name: City Of Zephyrhills

Contractor Name: Centennial Contractors Enterprises, Inc.

Contact: Karen Miller

Contact: Addison Deckard

Phone: 813-780-0000 x3536

Phone: 239.322.0254

Work to be Performed

Work to be performed as per the Final Detailed Scope of Work Attached and as per the terms and conditions of EZIQC Contract No FL-R8-GC07-111821-CCE.

Brief Work Order Description:

Installation of Shade Structure and accompanying civil/concrete work.

Time of Performance

Estimated Start Date:

Estimated Completion Date:

Liquidated Damages

Will apply:

☐

Will not apply:

☒

Work Order Firm Fixed Price: \$369,184.79

Owner Purchase Order Number:

Approvals

Owner

Date

Contractor

Date



Detailed Scope of Work

To: Addison Deckard
Centennial Contractors Enterprises, Inc.
3200 Cobb Galleria Parkway
Atlanta, GA 30339
239.322.0254

From: Karen Miller
City Of Zephyrhills
5335 8th Street
Zephyrhills, FL 33541
813-780-0000 x3536

Date Printed: June 18, 2024

Work Order Number: 130050.00

Work Order Title: Zephyrhills - Krusen Park Bleacher Cover

Brief Scope: Installation of Shade Structure and accompanying civil/concrete work.

☐

Preliminary

☐

Revised

☒

Final

The following items detail the scope of work as discussed at the site. All requirements necessary to accomplish the items set forth below shall be considered part of this scope of work.

See attached detailed scope of work.

Subject to the terms and conditions of JOC Contract **FL-R8-GC07-111821-CCE**.

Contractor

Date

Owner

Date

Contractor's Price Proposal - Summary

Date:	June 18, 2024	
Re:	IQC Master Contract #:	FL-R8-GC07-111821-CCE
	Work Order #:	130050.00
	Owner PO #:	
	Title:	Zephyrhills - Krusen Park Bleacher Cover
	Contractor:	Centennial Contractors Enterprises, Inc.
	Proposal Value:	\$369,184.79

ALT 1	\$43,860.00
Installation	\$150,399.33
RCP	\$174,925.46
Proposal Total	\$369,184.79

This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

The Percentage of NPP on this Proposal: 59.26%

Contractor's Price Proposal - Detail

Date: June 18, 2024

Re: IQC Master Contract #: FL-R8-GC07-111821-CCE
 Work Order #: 130050.00
 Owner PO #:
 Title: Zephyrhills - Krusen Park Bleacher Cover
 Contractor: Centennial Contractors Enterprises, Inc.
 Proposal Value: \$369,184.79

Sect.	Item	Mod.	UOM	Description	Line Total
Labor	Equip.	Material	(Excludes)		
ALT 1					
1	13 00 00 00 0006		Ea	116' I X 17' w X 11'h - All steel Cantilever Bi-slope Canopy	\$43,860.00
		NPP		Installation	
			Quantity	Unit Price	Factor = Total
			1.00	34,000.00	1.2900 = 43,860.00
				Allsteel - Includes freight, materials, and engineering	

Subtotal for ALT 1 \$43,860.00

Installation

2	01 22 20 00 0050		HR	On-Site Certified Materials Testing Technician	\$716.97
				Installation	
			Quantity	Unit Price	Factor = Total
			8.00	75.95	1.1800 = 716.97
				1 Tech, 2 visits 3 hour min for soil test 5 hours for concrete	
3	01 22 23 00 0006		WK	40' Engine Powered, Telescoping Boom Man Lift With Platform	\$5,986.28
				Installation	
			Quantity	Unit Price	Factor = Total
			4.00	1,268.28	1.1800 = 5,986.28
				Lift for erection of building 2 lifts for 2 weeks.	
4	01 22 23 00 0432		WK	1 CY, 24" Bucket, 14'-4" Deep, 75 HP, Loader-Backhoe With Full-Time Operator	\$8,756.38
				Installation	
			Quantity	Unit Price	Factor = Total
			2.00	3,710.33	1.1800 = 8,756.38
				For demo of existing pad, removal of dirt for footings and concrete debris from site.. 2 weeks	
5	01 22 23 00 1040		WK	6,000 LB Telescopic Boom, Hi-Reach, Rough Terrain Construction Forklift With Full-Time Operator	\$10,001.54
				Installation	
			Quantity	Unit Price	Factor = Total
			2.00	4,237.94	1.1800 = 10,001.54
				For lifting of materials during erection of building. 1 lift 2 weeks.	
6	01 45 23 00 0005		EA	6" Compaction Curves Soils Test, ASTM D-1557, Field Soils Test	\$694.78
				Installation	
			Quantity	Unit Price	Factor = Total
			1.00	588.80	1.1800 = 694.78
				Testing of Soil Compaction	
7	01 45 23 00 0078		EA	6 x 12 Cylinder Concrete Compression Test, ASTM C-39 Or ASTM D1633	\$441.56
				Installation	
			Quantity	Unit Price	Factor = Total
			5.00	74.84	1.1800 = 441.56
				Testing of Concrete - 5 Cylinders	
8	01 71 13 00 0003		EA	Equipment Delivery, Pickup, Mobilization And Demobilization Using A Tractor Trailer With Up To 53' BedIncludes loading, tie-down of equipment, delivery of equipment, off loading on site, rigging, dismantling, loading for return and transporting away. For equipment such as bulldozers, motor scrapers, hydraulic excavators, gradalls, road graders, loader-backhoes, heavy duty construction loaders, tractors, pavers, rollers, bridge finishers, straight mast construction forklifts, telescoping boom rough terrain construction forklifts, telescoping and articulating boom man lifts with >40' boom lengths, etc.	\$6,097.63
				Installation	
			Quantity	Unit Price	Factor = Total
			4.00	1,291.87	1.1800 = 6,097.63
				Fork lift, 2 man lifts, and backhoe	

Contractor's Price Proposal - Detail Continues..

Work Order Number: 130050.00

Work Order Title: Zephyrhills - Krusen Park Bleacher Cover

Installation

9	01 71 23 16 0016	ACR	Survey Clear Area For Underground Utilities							\$2,608.56
		Installation	Quantity	Unit Price	Factor	=	Total			
			1.00	x 2,210.64	x 1.1800	=	2,608.56			
			For private survey of underground utilities prior to construction.							
10	01 74 19 00 0016	EA	40 CY Dumpster (6 Ton) "Construction Debris" Includes delivery of dumpster, rental cost, pick-up cost, hauling, and disposal fee. Non-hazardous material.							\$1,054.26
		Installation	Quantity	Unit Price	Factor	=	Total			
			1.00	x 893.44	x 1.1800	=	1,054.26			
			For disposal of concrete.							
11	01 74 19 00 0037	CYM	Hauling On Paved Roads, First 15 Miles							\$820.57
		Installation	Quantity	Unit Price	Factor	=	Total			
			732.00	x 0.95	x 1.1800	=	820.57			
			15 M X 48.8 CY = 732 CYM Hauling of soil that is removed for footings.							
12	01 74 19 00 0038	CYM	Hauling On Paved Roads, Miles Over Initial 15 Miles							\$714.04
		Installation	Quantity	Unit Price	Factor	=	Total			
			976.00	x 0.62	x 1.1800	=	714.04			
			35 - 15 = 20 M 20M X 48.8 CY = 976 Assumption that soil would have to be hauled to West Pasco Class 3 Landfill							
13	02 41 19 13 0073	EA	Saw Cut Minimum ChargeFor projects where the total saw cutting charge is less than the minimum charge, use this task exclusively. This task should not be used in conjunction with any other tasks in this section.							\$954.97
		Installation	Quantity	Unit Price	Factor	=	Total			
			1.00	x 809.30	x 1.1800	=	954.97			
			Cutting of concrete slab, existing and new.							
14	03 11 13 00 0009	LF	Up To 6" High Slab Edge and Block-Out Wood Formwork							\$153.87
		Installation	Quantity	Unit Price	Factor	=	Total			
			40.00	x 3.26	x 1.1800	=	153.87			
			Forming of new slab on sidewalk							
15	03 11 13 00 0009 0004	MOD	For Up To 250, Add							\$27.85
		Installation	Quantity	Unit Price	Factor	=	Total			
			40.00	x 0.59	x 1.1800	=	27.85			
16	03 11 13 00 0082	LF	48" Diameter Round Fiber Tube Formwork							\$9,111.49
		Installation	Quantity	Unit Price	Factor	=	Total			
			80.00	x 96.52	x 1.1800	=	9,111.49			
			Forms for footings 8 footings @ 10LF Each = 80LF							
17	03 11 13 00 0082 0017	MOD	For Plastic Lined, Add							\$2,286.37
		Installation	Quantity	Unit Price	Factor	=	Total			
			80.00	x 24.22	x 1.1800	=	2,286.37			
18	03 11 13 00 0082 0018	MOD	For Columns >12' In Length, Add							\$910.96
		Installation	Quantity	Unit Price	Factor	=	Total			
			80.00	x 9.65	x 1.1800	=	910.96			
19	03 21 11 00 0088	LF	#3, Grade 60, Footings, Steel Reinforcement Bar							\$613.60
		Installation	Quantity	Unit Price	Factor	=	Total			
			1,000.00	x 0.52	x 1.1800	=	613.60			
			Horizontal Ties for Footings 12.5LF @ 12"O.C. = 12.5*10=125LF per footing x8 = 1000 LF Total							

Work Order Number: 130050.00
Work Order Title: Zephyrhills - Krusen Park Bleacher Cover

Contractor's Price Proposal - Detail Page 3 of 5
6/18/2024

Contractor's Price Proposal - Detail Continues..

Work Order Number: 130050.00

Work Order Title: Zephyrhills - Krusen Park Bleacher Cover

Installation

32	03	35	13	00	0006	0051	MOD	For >100 To 250, Add										\$113.28
							Installation	Quantity		Unit Price		Factor	=	Total				
								200.00	x	0.48	x	1.1800	=	113.28				
33	03	37	16	00	0006		HR	120' To 130' Boom Truck For Concrete Placement (170 CY Per Hour Rating)										\$11,937.73
							Installation	Quantity		Unit Price		Factor	=	Total				
								24.00	x	421.53	x	1.1800	=	11,937.73				
								Concrete truck for 3 days for footings and for sidewalk										
34	03	62	13	00	0005		SF	1" Deep, Non-Metallic Non-Shrink Grout For Bases										\$298.78
							Installation	Quantity		Unit Price		Factor	=	Total				
								8.00	x	31.65	x	1.1800	=	298.78				
								Non shrink grout between footing and column. 8 total Columns are 9"x16" = 8SF Total										
35	05	05	23	00	1267		LF	1-1/4" Diameter, Hot Dipped Galvanized Steel, Low Carbon Threaded Rod										\$7,330.35
							Installation	Quantity		Unit Price		Factor	=	Total				
								96.00	x	64.71	x	1.1800	=	7,330.35				
								Anchors to be set in concrete footings 4 per footing @ 36"each = 12LF per footing x 8 footings										
36	05	05	23	00	1382		EA	1-1/4" Diameter, Hot Dipped Galvanized Steel, Low Carbon/Grade 2 Hex Nut										\$1,421.29
							Installation	Quantity		Unit Price		Factor	=	Total				
								128.00	x	9.41	x	1.1800	=	1,421.29				
								4 per anchor 4nuts*4anchor*8footings= 128 Total										
37	05	05	23	00	1464		EA	1-1/4" Inside Diameter, Hot Dipped Galvanized Steel Flat Washer										\$604.16
							Installation	Quantity		Unit Price		Factor	=	Total				
								128.00	x	4.00	x	1.1800	=	604.16				
								4 per anchor 4nuts*4anchor*8footings= 128 Total										
38	11	68	16	00	0045		EA	19' Width, 24' Length, 11.5' Eave Height, T Column Cantilever, Five Row Bleacher Recommended Shade Structure (No Equal Design B19/24 TC)										\$48,621.41
							Installation	Quantity		Unit Price		Factor	=	Total				
								4.83	x	8,530.97	x	1.1800	=	48,621.41				
								4.83 w/ 1 Multiplier 116 L of shade structure / 24' L of Line item = 4.83 install quantity.										
39	31	23	16	36	0024		SY	Rough Grading For Building Foundations And Other Structures by Machine										\$46.61
							Installation	Quantity		Unit Price		Factor	=	Total				
								50.00	x	0.79	x	1.1800	=	46.61				
								Grading of soil										
40	31	23	16	36	0025		SY	Finish Grading For Building Foundations And Other Structures by Machine										\$74.93
							Installation	Quantity		Unit Price		Factor	=	Total				
								50.00	x	1.27	x	1.1800	=	74.93				
								Final Grading after project complete.										
41	31	23	16	36	0028		CY	Load Excess Material For Removal From Excavation For Building Foundations and Other Structures by Machine										\$260.86
							Installation	Quantity		Unit Price		Factor	=	Total				
								48.80	x	4.53	x	1.1800	=	260.86				
								Loading of dirt for removal off site										
42	31	23	16	36	0028	0027	MOD	For >20 To 50, Add										\$195.79
							Installation	Quantity		Unit Price		Factor	=	Total				
								48.80	x	3.40	x	1.1800	=	195.79				

Contractor's Price Proposal - Detail Continues..

Work Order Number: 130050.00
Work Order Title: Zephyrhills - Krusen Park Bleacher Cover

Installation											
43	31	25	14	26	0008	LF	3' High Silt Fence with Stakes at 4' On Center				\$3,329.96
						Installation	Quantity		Unit Price	Factor	Total
							850.00	x	3.32	x	1.1800 = 3,329.96
850 LF to wrap around job site.											

Subtotal for Installation \$150,399.33

RCP														
44	13	00	00	00	0005	Ea	116' l X 17' w X 11'h - RCP Cantilever Bi-slope Canopy				\$174,925.46			
						NPP	Quantity		Unit Price		Factor	Total		
							Installation	1.00	x	135,601.13	x	1.2900	=	174,925.46
							RCP - Includes freight, materials, and engineering							

Subtotal for RCP \$174,925.46

Proposal Total \$369,184.79

This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

The Percentage of NPP on this Proposal: 59.26%

Subcontractor Listing

Date: June 18, 2024

Re: IQC Master Contract #: FL-R8-GC07-111821-CCE
Work Order #: 130050.00
Owner PO #:
Title: Zephyrhills - Krusen Park Bleacher Cover
Contractor: Centennial Contractors Enterprises, Inc.
Proposal Value: \$369,184.79

Name of Contractor	Duties	Amount	%
No Subcontractors have been selected for this Work Order		\$0.00	0.00

Shane LeBlanc,
Public Works Director
(813) 780-0000
sleblanc@ci.zephyrhills.fl.us
City of Zephyrhills
5335 8th St,
Zephyrhills, FL 33542



Zephyrhills Krusen Park Bleacher Cover
Job Order No: 130050.00
Centennial No: 75080-0031

June 17th, 2024

Dear Mr. LeBlanc,

Enclosed is our proposal to complete the Zephyrhills Krusen Park Bleacher Cover. All work to be in accordance with the attached Scope of Work dated 06/13/2024. We propose to complete the Scope of Work with the RCP structure for the sum of **\$325,324.79**.

Centennial Contractors Enterprises
3200 Cobb Galleria Pkwy
Suite 210
Atlanta GA 30339

Phone 770 613-2999
Fax 770 613-2992
www.cce-inc.com

Alternate 1:

All work to be in accordance with the attached Scope of Work dated 06/13/2024. We propose to complete the Scope of Work with the All Steel structure for the sum of **\$194,259.33**.

The attached project schedule is based on **234** calendar days. Please note due to current Supply Chain issues, material lead times are subject to change.

Please do not hesitate to give me a call if you need any additional information or wish to schedule a meeting to review any element of this proposal.

Respectfully,

Addison Deckard
Senior Project Manager

Jonathan Brown, PMP, CHC, MBA
Program General Manager

cc: File

SCOPE OF WORK

City of Zephyrhills Krusen Park Bleacher Cover

**Krusen Fld Rd,
Zephyrhills, Florida 33542**

June 13th, 2024

Summary Scope

The City of Zephyrhills has requested from Centennial Contractors Enterprises, Inc. a proposal to construct a prefabricated metal cantilever bi-level canopy on site to protect spectators from the sun while watching games.

Referenced Documents:

- N/A

Drawings and Specifications:

- N/A

Detailed Scope of Work:

The contractor shall furnish all materials, equipment, labor, and supervision for the work described below unless noted otherwise.

Site Preparations:

- 1) General Contractor to supply materials for Canopy.
- 2) Contractor to unload material upon delivery.
- 3) The contractor shall complete all necessary grading and compaction of materials for installation of the footings and structure.
- 4) Owner to clear area of all equipment and bleachers as described in scope of work.
- 5) Owner to restrict and close public access during the course of construction.
- 6) General contractor to perform utility locate prior to start of construction.
- 7) The design element of this project includes a metal building and concrete footings design. This scope of work does not include any civil, stormwater analysis or design as none are expected to be required.

Pre-engineered Structure:

- 1) Contractor to install a pre-engineered metal cantilever bi-level canopy.
 - a) Cantilever Canopy to be 116' long by 17' wide with an 11' eave height.
 - b) Contractor to supply owner with stamped drawings of proposed canopy to be submitted for permits.
 - i) Roof to be constructed with 26ga galvalume panels.

- ii) Canopy roof to be forest green in color.
- iii) Supporting posts to be beige in color.
- c) No plumbing, mechanical, electrical or fire suppression is included.
- d) Canopy to be rated for the minimum required wind load specified by the city.
- 2) Contractor to demo existing 4" concrete slab and sidewalk as needed for installation of structure.
 - a) Contractor to remove and dispose of removed concrete.
- 3) Contractor to install footings per engineered drawings.
 - a) Approximately (8) 4' Diameter x 10' Deep concrete pile footings.
 - i) Concrete to be 4,000 PSI.
- 4) Contractor to remove and dispose of excavated dirt to nearest landfill.
 - a) Nearest landfill is West Pasco Class III Landfill
- 5) Contractor to replace and patch any concrete from the existing pad and sidewalk that is removed during installation of canopy.
 - a) Concrete to be 4,000psi.
- 6)



*Drawing not to scale

Details that Apply to All Work Areas:

1. Submittals are to be provided to the Owner as part of the submittal process prior to installation by the contractor.

2. Maintain clean work areas at all times. Site must be cleaned every day at the completion of work. Contractors shall take extra precautions to pick up all debris, nails and fasteners from the ground and all surrounding area and finishings with magnetic pickup to ensure safety and cleanliness.
3. All measurements and quantities supplied in this scope of work are approximate in nature and are supplied as a convenience for the contractor. The contractor is responsible for field verification of all measurements and quantities.
4. Contractor shall verify all new and existing conditions and dimensions at the job site prior to the proposed process start of construction, and during construction.
5. The Contractor shall perform all work, make all deliveries and have access to work areas between 7:30 A.M. and 5:00 P.M. Monday through Friday and, upon written permission of the Owner, may make deliveries and have access to work areas at any hour of any day, but shall bear without any contribution from the Owner, any extra expense and responsibility for doing so, including, without limitation, its own overtime expense. Contractors shall coordinate inspections as required.
6. Contractors shall obtain approvals in advance for all lay down and storage areas.
7. Contractors shall coordinate inspections as required.
8. Final clean up and disposal: Remove debris, rubbish, and waste material from the property of the Owner on a daily basis. Upon completion of work, all construction areas shall be left clean and free from debris. Clean all dust, dirt, stains, hand marks, paint spots, droppings, and other blemishes.
9. Contractor shall not be required to pay Davis Bacon Wage Rates.

Submittals:

1. Contractor shall submit submittals to Owner for approval.
2. Contractor shall submit a schedule showing a proposed duration of construction with the priced proposal package.
3. The Contractor shall submit for approval the manufacturer's cut sheets for materials utilized for this project prior to commencing any work.

Permitting:

At the time of issuance of a Purchase Order for this Work, it is understood that permits are required for this Work. Contractor will be responsible for obtaining such applicable permits and the Owner will be responsible for compensating the Contractor for permit fees and any design necessary to obtain such permits or related approvals as described in the EZIQC master contract documents (i.e. permit fees are dollar for dollar reimbursable and professional design and engineering fees are paid for at hourly rates published in the Construction Task Catalog).

Project Schedule:

1. All work shall be completed during normal working hours (7:30am to 5pm) as directed by Owner.
2. Contractor to propose a detailed construction schedule and submit with proposal package.
3. Project construction will be scheduled upon receipt of the PO.

Subcontractors:

Upon issuance of a Purchase Order the Contractor will provide a list of subcontractors it intends to use on the project prior to commencing the work.

Owner Responsibilities:

1. Clear area of all equipment and machinery as described in scope of work.

2. Coordinate any inspections other than local permitting (i.e. State Fire Marshal, etc.) approvals as necessary.
3. Provide access to the worksite during normal working hours.
4. Provide a staging area for project related materials.
5. Owner shall be responsible for re-routing pedestrian traffic as necessary.
6. Approval of all submittals in a timely manner.
7. Resod areas disturbed by heavy machinery.

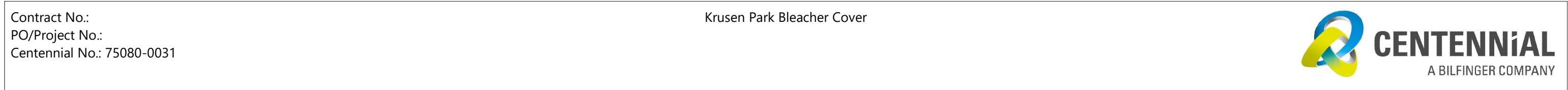
Contract Document Order of Precedence:

Contract documents shall govern in the order first listed below:

1. This Detailed Scope of Work
2. EZIQC master contract document

Contract No.: PO/Project No.: Centennial No.: 75080-0031	Krusen Park Bleacher Cover	
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Contract No.: PO/Project No.: Centennial No.: 75080-0031	Krusen Park Bleacher Cover	 CENTENNIAL A BILFINGER COMPANY
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ID	Task Name	Duration	Start	Finish	Timeline											
					Qtr 2, 2024			Qtr 3, 2024			Qtr 4, 2024			Qtr 1, 2025		
					Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar
1	Zephyrhills Wastewater Canopy	234 days	Mon 7/8/24	Wed 2/26/25	Zephyrhills Wastewater Canopy											
2	Administrative	9 days	Mon 7/8/24	Tue 7/16/24	Administrative											
3	Owner Issues PO	1 day	Mon 7/8/24	Mon 7/8/24	Owner Issues PO											
4	CCE Recieves PO	1 day	Tue 7/9/24	Tue 7/9/24	CCE Recieves PO											
5	CCE Issues Subcontracts	7 days	Wed 7/10/24	Tue 7/16/24	CCE Issues Subcontracts											
6	Submittals	139 days	Wed 7/17/24	Mon 12/2/24	Submittals											
7	Gather Submittals	35 days	Wed 7/17/24	Tue 8/20/24	Gather Submittals											
8	Submit for Approval	1 day	Wed 8/21/24	Wed 8/21/24	Submit for Approval											
9	Owner Submittal Review	5 days	Thu 8/22/24	Mon 8/26/24	Owner Submittal Review											
10	Material Lead time	98 days	Tue 8/27/24	Mon 12/2/24	Material Lead time											
11	Permitting	29 days	Tue 8/27/24	Tue 9/24/24	Permitting											
12	CCE Submits for Permit	7 days	Tue 8/27/24	Mon 9/2/24	CCE Submits for Permit											
13	Owner Reviews Permit	21 days	Tue 9/3/24	Mon 9/23/24	Owner Reviews Permit											
14	Owner Issues Permit	1 day	Tue 9/24/24	Tue 9/24/24	Owner Issues Permit											
15	Preconstruction Meeting	1 day	Tue 12/3/24	Tue 12/3/24	Preconstruction Meeting											
16	Construction	57 days	Wed 12/4/24	Wed 1/29/25	Construction											
17	Mobilization	1 day	Wed 12/4/24	Wed 12/4/24	Mobilization											
18	Excavation and grading of site	7 days	Thu 12/5/24	Wed 12/11/24	Excavation and grading of site											
19	Pouring of Concrete footers	7 days	Thu 12/12/24	Wed 12/18/24	Pouring of Concrete footers											
20	Installation of Pre-fabricated building	14 days	Thu 1/9/25	Wed 1/22/25	Installation of Pre-fabricated building											
21	Installation of Concrete slab and sidewalk	7 days	Thu 1/23/25	Wed 1/29/25	Installation of Concrete slab and sidewalk											
22	Substantial Completion	0 days	Wed 1/29/25	Wed 1/29/25	Substantial Completion											
23	Close Out	28 days	Thu 1/30/25	Wed 2/26/25	Close Out											
24	Final Inspection	7 days	Thu 1/30/25	Wed 2/5/25	Final Inspection											
25	Punch List Repairs	7 days	Thu 2/6/25	Wed 2/12/25	Punch List Repairs											
26	Close Out Paperwork	14 days	Thu 2/13/25	Wed 2/26/25	Close Out Paperwork											

Project: Krusen Park Bleacher C Date: Tue 6/18/24	Task		Project Summary		Rolled Up Progress		Inactive Summary		Start-only	
	Task Progress		Group By Summary		External Tasks		Manual Task		Finish-only	
	Split		Rolled Up Task		External Milestone		Duration-only		Deadline	
	Milestone		Rolled Up Critical Task		Inactive Task		Manual Summary Rollup		Critical Task	
	Summary		Rolled Up Milestone		Inactive Milestone		Manual Summary		Critical Task Progress	

Contractor's Non-Prepriced Worksheet

Date: 6/18/2024

Re: Job Order 130050.00

Title Zephyrhills - Krusen Park Bleacher Cover

SECTION	ITEM	UOM	DESCRIPTION				
13 00 00 00 0006		Ea	116' l X 17' w X 11'h - All steel Cantilever Bi-slope Canopy				
Install Price:	34,000.00	X	Install Quantity:	1.00	=	Install Total:	\$34,000.00
					X	Factor:	1.2900
					=	Line Item Total:	\$43,860.00

For Work Performed with the Contractor's Own Forces:

- A. _____ Direct Labor Costs through Foreman Level
(Current Prevailing Wage Rate + Published Fringe Benefits)
- B. _____ Direct Material Costs (Supported by 3 Quotes)*
- C. _____ Direct Equipment Costs (For Equipment **NOT** in the CTC)

Total Cost for Self-perform NPP Work Task =
(A+B+C) x Non-Prepriced Work Task Adjustment Factor

*Material Cost Quotes

(Attach quotes from listed suppliers/subcontractors. A Justification Letter must be attached if 3 quotes are not furnished.)

1. All Steel Buildings & Components Inc.	\$ 34,000.00
2. _____	\$ _____
3. _____	\$ _____

Single source quote directly
from supplier for material
only. (Gordian Note)

For Work Performed By Subcontractors:

- G. _____ Subcontractor Costs**
(Supported by Quotes) (This Should be the Price Entered into PROGEN)
- H. 1.2900 Contractor's Non Pre-Priced Adjustment Factor
- I. _____ Total Price for NPP Items being Performed by Subcontractors = G x H

**Subcontractor Cost Quotes

(Attach quotes from listed suppliers/subcontractors. A Justification Letter must be attached if 3 quotes are not furnished.)

1. _____	\$ _____
2. _____	\$ _____
3. _____	\$ _____

Convert to Unit Price

Contractor's Non-Prepriced Worksheet

Date: 6/18/2024

Re: Job Order 130050.00

Title Zephyrhills - Krusen Park Bleacher Cover

SECTION	ITEM	UOM	DESCRIPTION				
13 00 00 00 0005		Ea	116' l X 17' w X 11'h - RCP Cantilever Bi-slope Canopy				
Install Price:	135,601.13	X	Install Quantity:	1.00	=	Install Total:	\$135,601.13
					X	Factor:	1.2900
					=	Line Item Total:	\$174,925.46

For Work Performed with the Contractor's Own Forces:

- A. _____ Direct Labor Costs through Foreman Level
(Current Prevailing Wage Rate + Published Fringe Benefits)
- B. _____ Direct Material Costs (Supported by 3 Quotes)*
- C. _____ Direct Equipment Costs (For Equipment **NOT** in the CTC)
- _____ Total Cost for Self-perform NPP Work Task =
(A+B+C) x Non-Prepriced Work Task Adjustment Factor

*Material Cost Quotes

(Attach quotes from listed suppliers/subcontractors. A Justification Letter must be attached if 3 quotes are not furnished.)

1. RCP Shelters, Inc.	\$ 135,601.13
2. _____	\$ _____
3. _____	\$ _____

Single source quote directly from supplier for material only. (Gordian Note)

For Work Performed By Subcontractors:

- G. _____ Subcontractor Costs**
(Supported by Quotes) (This Should be the Price Entered into PROGEN)
- H. 1.2900 Contractor's Non Pre-Priced Adjustment Factor
- I. _____ Total Price for NPP Items being Performed by Subcontractors = G x H

**Subcontractor Cost Quotes

(Attach quotes from listed suppliers/subcontractors. A Justification Letter must be attached if 3 quotes are not furnished.)

1. _____	\$ _____
2. _____	\$ _____
3. _____	\$ _____

Convert to Unit Price

ALL STEEL BUILDINGS
&
COMPONENTS, INC
10159 U.S. HWY 41S
GIBSONTON, FL 33534

813-671-8044\ FAX 813-671-8602

CENTENNIAL CONTRACTORS

Quote No:HP8020SBS

Date: 6-13-24

RE: 17' WIDE X 116' LONG X 11'TALL 1:12 PITCH SINGLE SLOPE
BUILDING.

ALL STEEL BUILDINGS & COMPONENTS, INC. shall furnish Pre-Engineered
Metal Building systems as outlined below:

DESCRIPTION:

BUILDING

17' WIDE X 116' LONG X 11' SINGLE SLOPE BUILDING
146-MPH WIND LOAD (3-SEC. GUST) EXPOSURE B
FBC 2023 8th Edition
20.00 PSF LIVE LOAD Closed/Partial/Open: Closed
26 GAUGE PBR Galvalume Plus ROOF PANELS
26 GAUGE PRE PAINTED RAKE TRIM, GUTTER &
DOWNSPOUTS

LEFT ENDWALL FRAME Bearing NON EXPANDABLE
RIGHT ENDWALL FRAME Bearing NON EXPANDABLE
1 rigid frame, clear span INTERIOR RIGID FRAMES
ROOF TO HAVE Cable Diagonal Bracing ONE BAY

QUOTE EXCLUDES:

ALL PERMITS, PERMIT FEES, ERECTION, ANY/ALL ARCHITECTURAL,
FOUNDATION ELECTRICAL, MECHANICAL, & CIVIL DRAWINGS, FILL DIRT,
SITE WORK, SURVEYS, OVERHEAD DOORS, ANY MATERIAL OR LABOR
REQUIRED FOR BUILD OUT, ANCHOR BOLTS, UNLOADING OF MATERIALS,
FLOOD VENTS, PUMP TRUCKS

BUILDING IS DESIGNED IN ACCORDANCE WITH INFORMATION PROVIDED
BY CUSTOMER TO A.S.B.C.I. COLORS TO BE SELECTED FROM A.S.C.B.I.
STANDARD COLORS

NOTE: ANY MATERIALS NOT STATED ABOVE ARE NOT INCLUDED IN
THIS PROPOSAL

APPROVAL DRAWINGS MUST BE RECIEVED INITIALED AND DATED BEFORE
PRODUCTION IS APPROVED (IF CONTRACT IS CANCELLED AFTER ENGINEERED
DRAWINGS ARE PRODUCED A FEE OF A MINIMUM \$2,000.00 WILL BE WITHHELD
FROM REFUND OF DEPOSIT).

DRAW SCHEDULE:

10% DOWN UPON SIGNING OF CONTRACT FOR PRE-ENGINEERED BUILDING
DRAWINGS

15% DUE PRIOR TO BUILDING FABRICATION

BALANCE OF BUILDING DUE UPON DELIVERY

50% OF THE ERECTION PRICE OF BUILDING (IF APPLICABLE) DUE AT
DELIVERY

BALANCE UPON COMPLETION

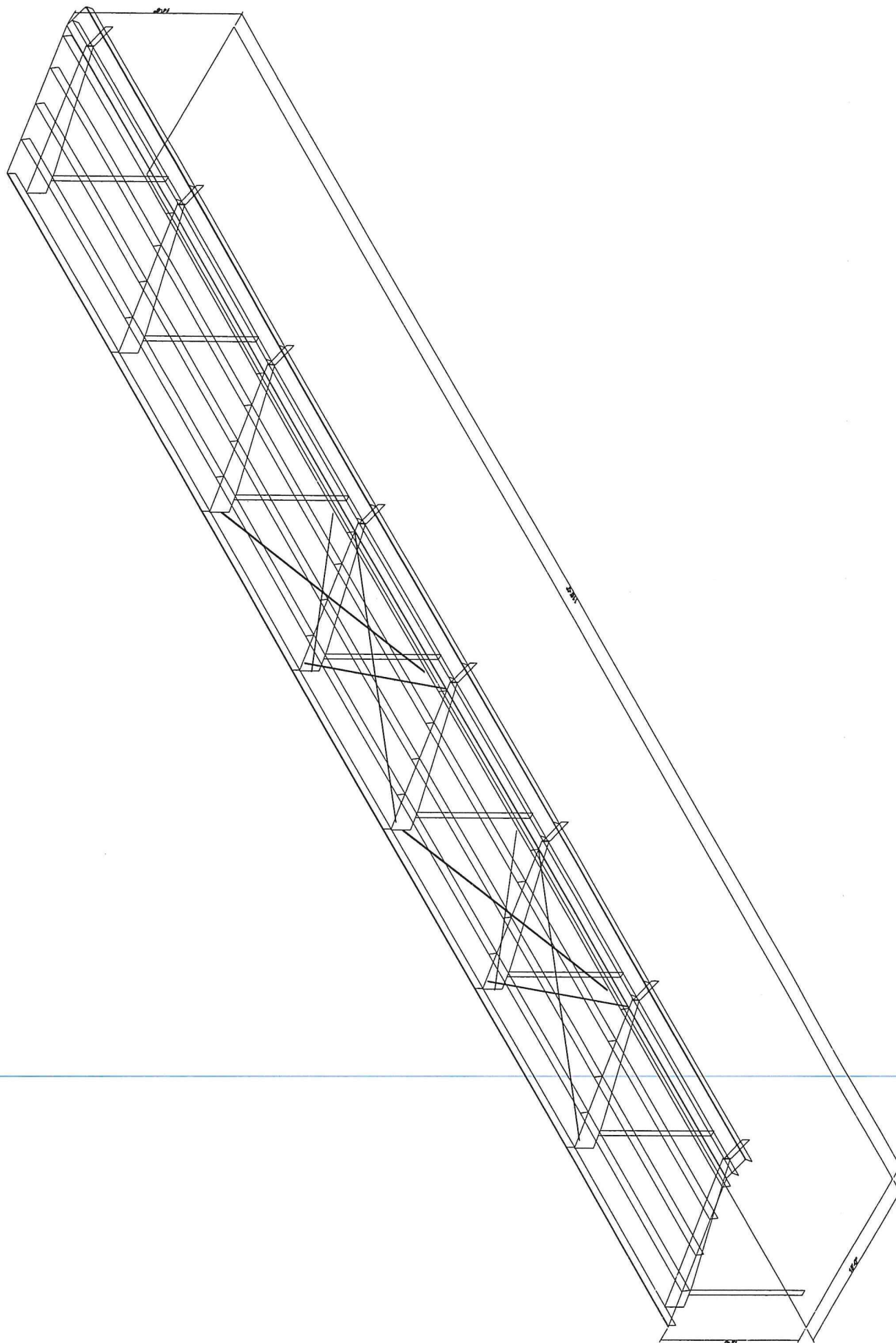
TOTAL AMOUNT FOR PRE-ENGINEERED BUILDING

MATERIALS, TAX, AND DELIVERY.....\$34,000.00

NOTE: THIS QUOTE IS GOOD FOR FIFTEEN DAYS, IF STEEL PRICES
INCREASE EVEN AFTER A CONTRACT IS SIGNED ALL STEEL BUILDING
AND COMPONENTS RESERVE THE RIGHT TO REPRICE THE BUILDING
PRIOR TO SHIPMENT

ROBB LAMB
ALL STEEL BUILDINGS
&
COMPONENTS, INC.

(AUTHORIZED SIGNATURE)



Proposal #: 40305
Date: 05/24/2024

RCP SHELTERS, INC.
PROPOSAL/ORDER FORM



Centennial Contractors Enterprises, Inc. - FL
Attn: Tony Diaz

2100 SE Rays Way • Stuart, FL 34994
P: 800-525-0207 • 772-288-3600
info@rcpshelters.com • http://www.rcpshelters.com

Tampa, FL

Phone: 727-282-7532
E-mail: tdiaz@cce-inc.com

Prepared by: Bryce Cooper • bryce@rcpshelters.com

Krusen Park Bleacher Cover - Zephyrhills, FL

ITEM	QTY	DESCRIPTION	EXTENDED PRICE
B	1.00	Model #: TS-G17116-0204-CL 17' x 116' Steel Bi-Slope Cantilever Bleacher Cover w/ 11' Eave Height	\$127,325.00
FREIGHT	Pooled freight rate delivered to an accessible site. Refer to notes on page 2 for more details.		Included
SALES TAX	CA or FL sales tax to be added unless tax exemption is provided. For all other states, purchaser is responsible for sales tax to appropriate authorities.		6.5% \$8,276.13
TOTAL	Total of Item(s) and option(s) selected and freight (if applicable)		

INCLUDED

- FL Cert Drawings: includes standard RCP foundation design
- Frame: powder coated tube steel
- Anchor bolts & templates
- Roof Deck: 24-ga. exposed fastener Mega-Rib
- Hardware: all required fasteners
- Eave Height: 11'-0" ±
- Roof pitch: 2:12 & 4:12
- Delivery: to an accessible site

NOT INCLUDED

- Electrical cutouts
- Unloading
- Concrete
- Concrete embedment (wire mesh, rebar, etc.)
- Installation
- Rails/ornamentation/benches/cupola
- Anything not specifically listed as "Included"

TERMS & CONDITIONS

- Orders not subject to cancellation
- 30% deposit due with order
- Balance due prior to shipment
 - Net 30 available with approved credit (*check only*)
- 3% discount for payment in full with order (*check only*)

DIRECT PO TO RCP FROM GOVERNMENT AGENCIES

- Net 30
- 1% discount net 10
- no deposits required

PRICING NOTES (RCP reserves the right to requote if:)

- Quote is older than 30 days
- Purchaser drawing approval exceeds 30 days
- Purchaser delays original ship date 30+ days
- Project location snow load exceeds 30 psf

(Signature)

(Print/Title)

(Date)

Page
1/2

Signature confirms acceptance of all pages of this proposal.



Proposal #: 40305

Krusen Park Bleacher Cover - Zephyrhills, FL

PROPOSAL NOTES & DETAILS

PROPOSAL INFORMATION/NOTES

- The proposal is based on design by RCP Shelters, not necessarily an exact match to bid or architectural drawings.
- Lead times may vary significantly based on design complexity, seasonal demand, and current backlog.
- Simple material supplier PO or signed proposal/order form are acceptable for ordering. PO legalese will be rejected.
- RCP Shelters does not accept orders with contingent liability or liquidated damages.

DESIGN / ENGINEERING

- RCP value engineers for the minimum number framing members to minimize cost and provide structures as open and accessible as possible. Final design may not reflect the same number members, sizes, or spacing as images on RCP's website and catalog or preliminary or bid drawings.
- Design requirements not disclosed to RCP prior to proposal or required revisions resulting from information not previously disclosed are subject to additional fees. Common examples are site-specific requests/requirements and pertinent foundation information, including but not limited to geotechnical reports, foundation depth limitations, epoxy anchor design, or installations near or connected to other structures causing drift snow loads.
- Standard cylindrical shaped foundation design, minimum 24" diameter, based on assumed soil values, is included. Alternate or custom foundations may be designed by others, with column base reactions provided by RCP.
- RCP's anchor bolt option is valid only for foundations designed by RCP.
- Local code may have requirements that are not the responsibility of RCP.
- Each project is designed for its specific location after receipt of order. Occasionally, engineering determines that materials not included in the proposal are required. Such materials shall be provided by others.
- Drawings provided by RCP Shelters with this proposal are preliminary and are not for construction. For complete project specific details, engineered drawings can be purchased separately without obligation to purchase the structure.

FABRICATION / SHIPPING DETAILS

- Shipping dates are not guaranteed.
- Freight is priced based on pooled loads to a location accessible by a flatbed semi-trailer.
- Upgrade to dedicated truck or split shipment is available for an additional fee.
- Trucking will call at least 24 hours prior to delivery to coordinate.
- Offloading by others. Materials must be stored off the ground and kept dry.

(Signature)

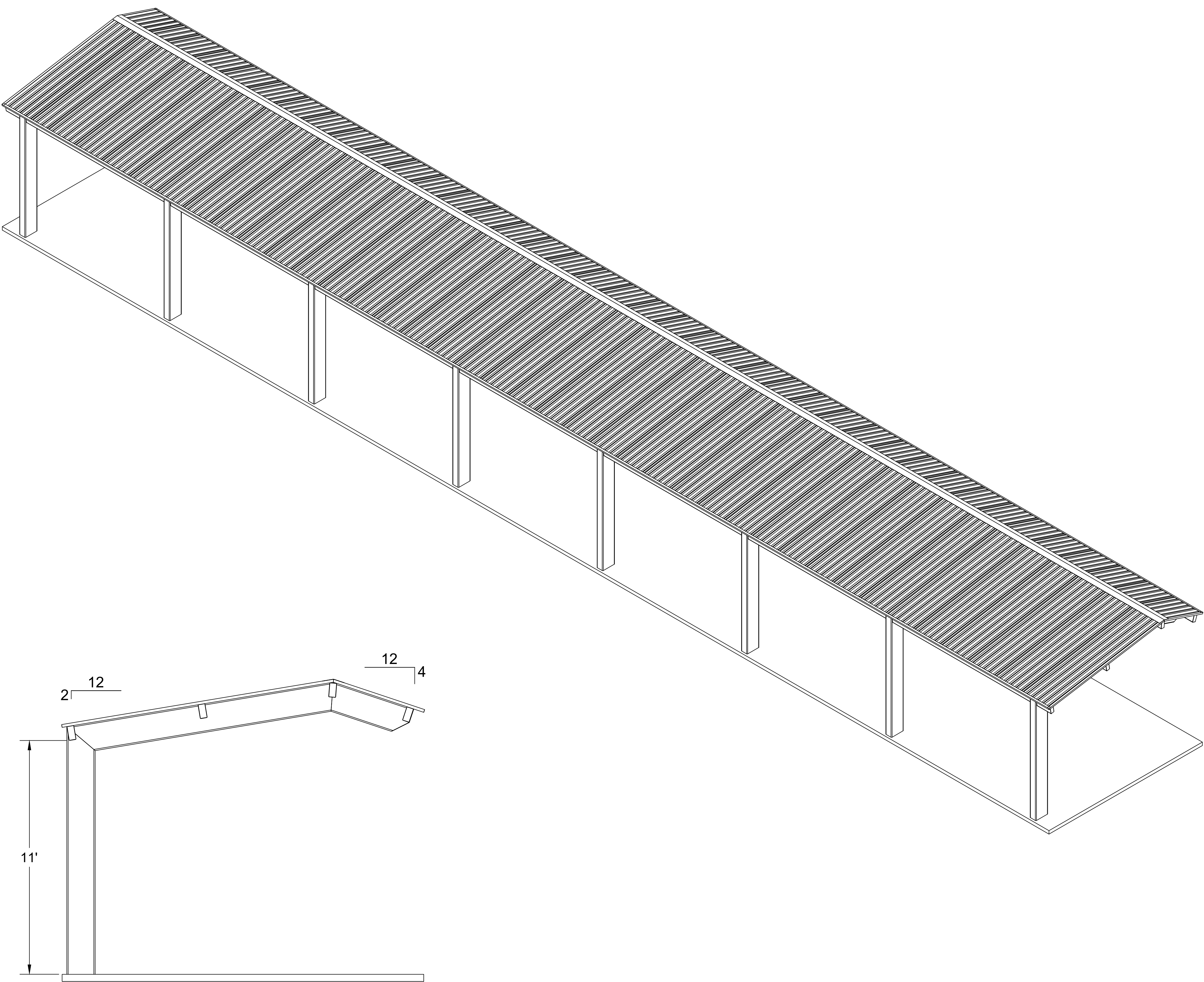
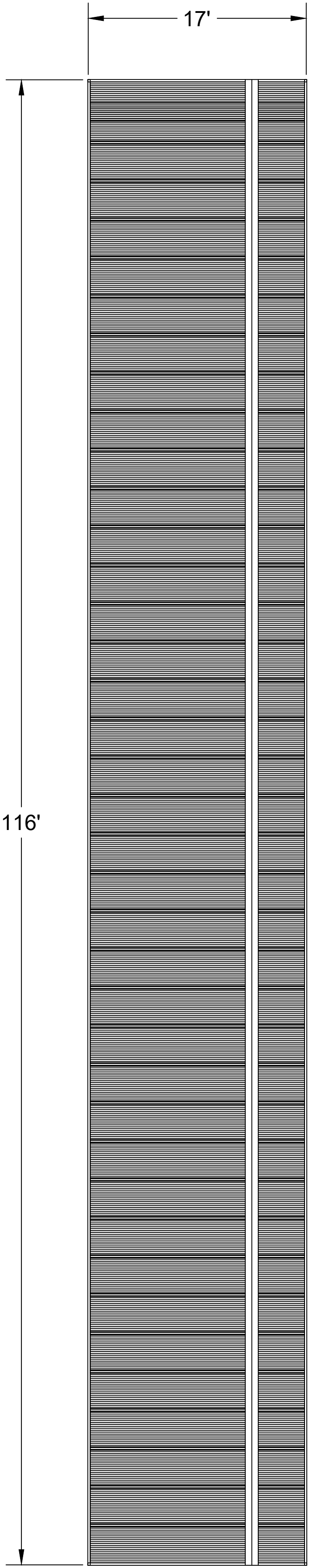
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2/2

Signature confirms acceptance of all pages of this proposal.

PRELIMINARY DRAWING — NOT FOR CONSTRUCTION



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TS—G17116—0204—CL

NUMBER OF PURLINS MAY VARY DEPENDING UPON DESIGN LOADS. SIZES AND SPACING OF PURLINS TO BE DETERMINED DURING FINAL DESIGN.

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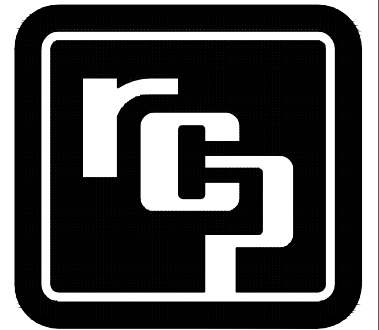
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Phone 800-525-0207

Fax 772-288-0207

www.rcpselters.com Email info@rcpselters.com



PROJ. NO.:

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REV 1:

REV 2:

REV 3:

REV 4:

REV 5:

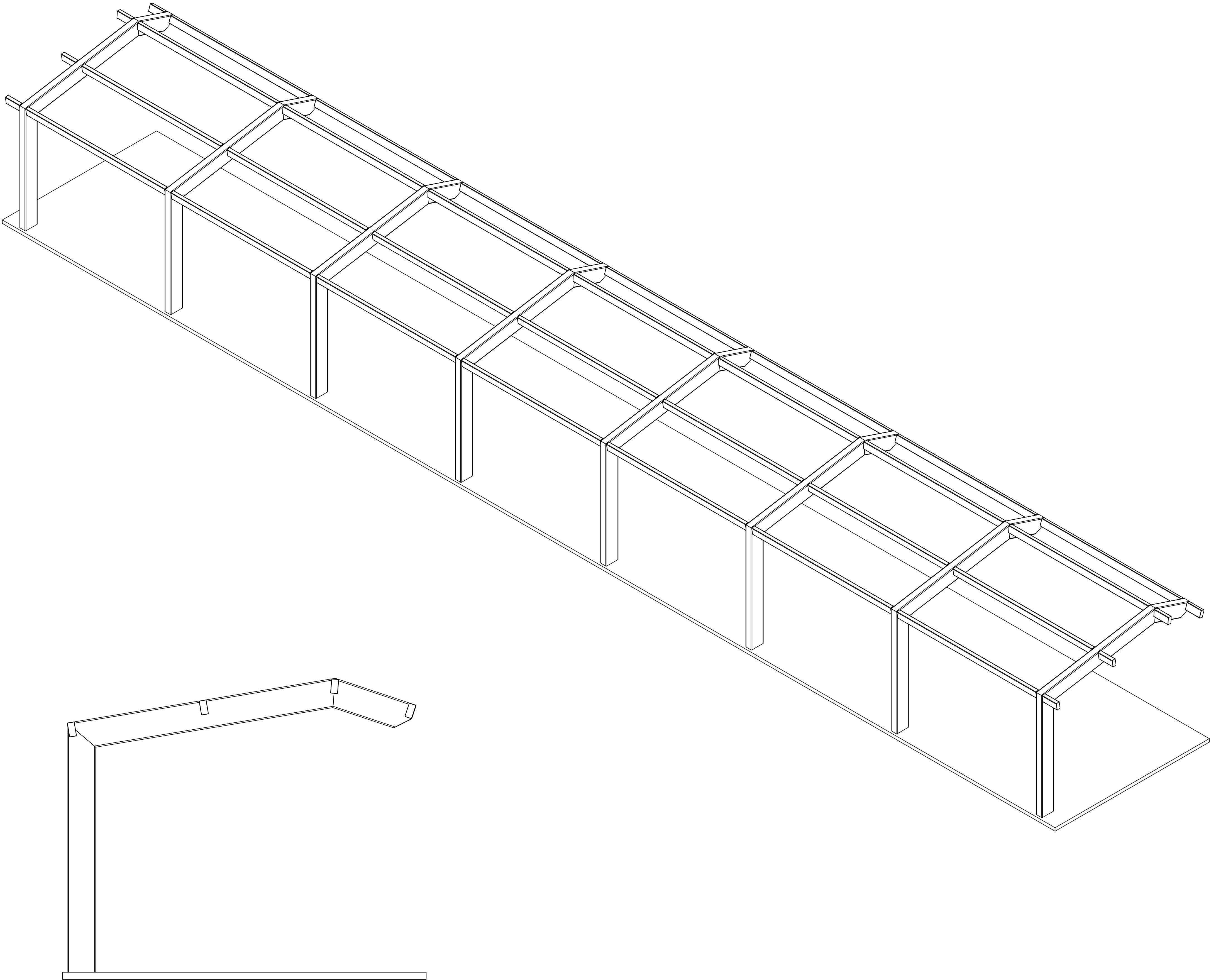
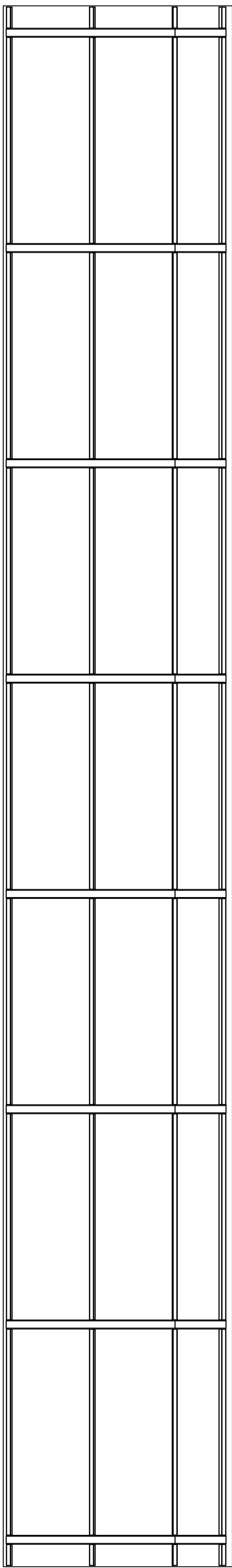
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1 of 4

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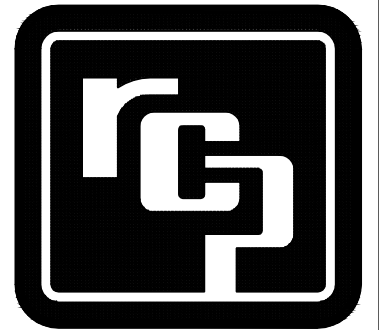
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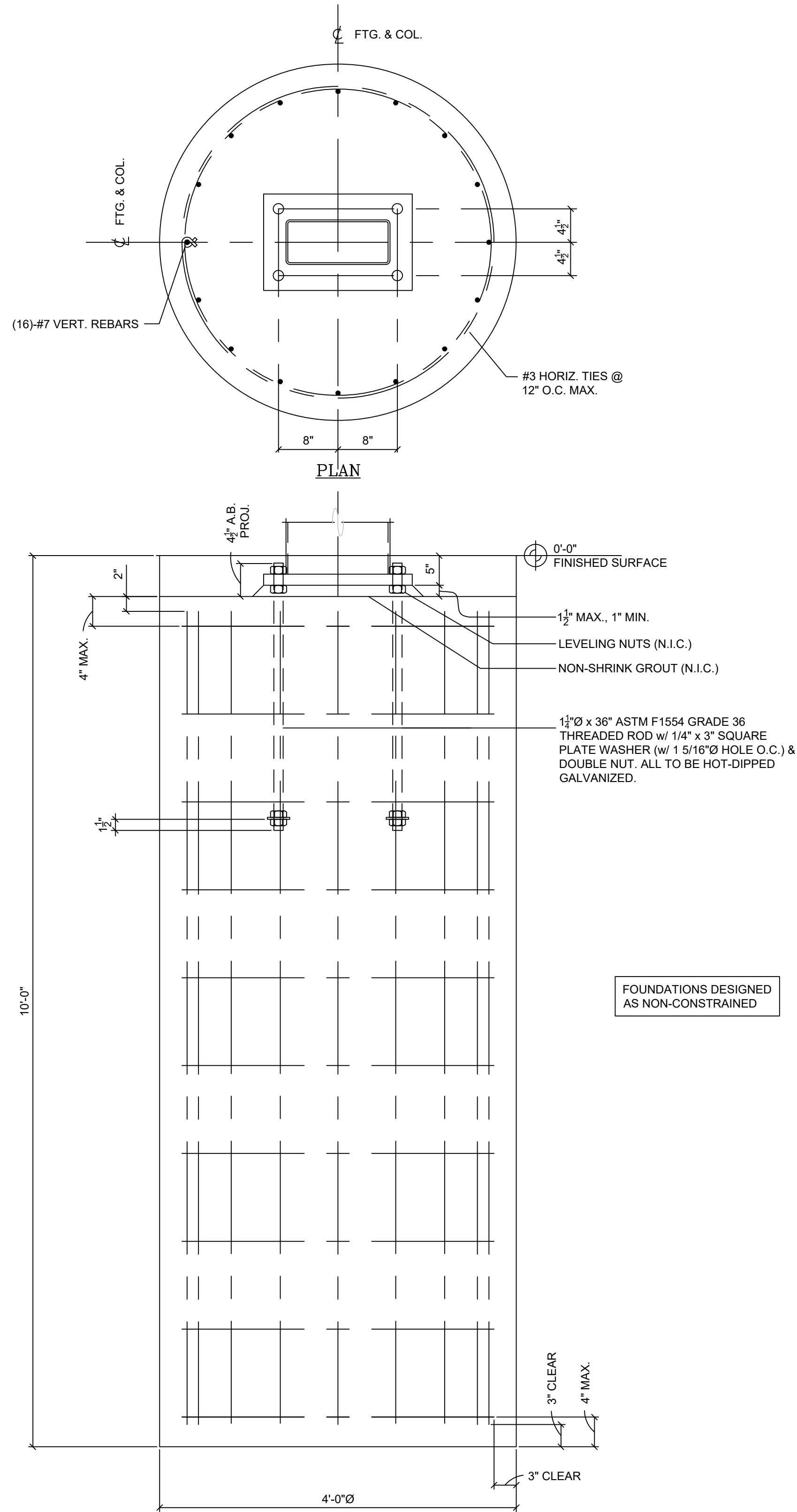
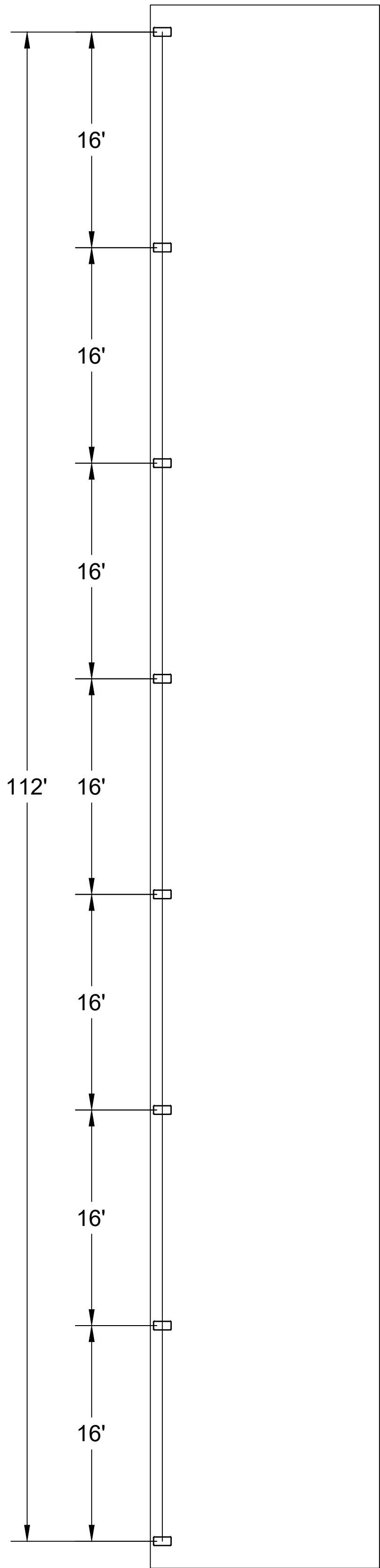
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CENTER COLUMN FOUNDATION DETAIL

ACTUAL DESIGN WILL VARY DUE TO
BUILDING CODE REQUIREMENTS AND
MAY BE SUBSTANTIALLY LARGER

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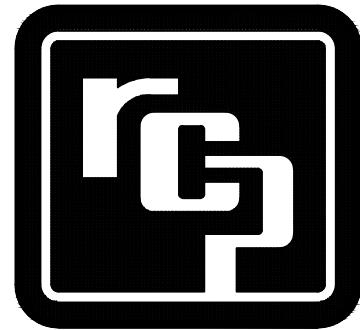
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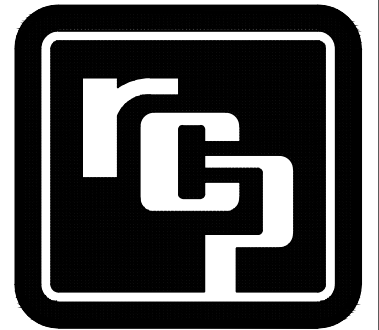
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CITY MANAGER'S REPORT 4.4

Discussion on moratorium on medical marijuana dispensaries and car washes

Issue:

Moratorium proposal and discussion on car washes and medical marijuana dispensaries.

Background:

Staff have been receiving a number of inquiries about car washes and medical marijuana dispensaries. The moratorium will allow time to conduct due diligence on these two uses and any applicable / recommended regulations. Staff will research / obtain information and assimilate information to be reviewed and considered with future recommendations that will be presented. Pasco County and other jurisdictions are also investigating these uses.

Attachment(s):

None

Fiscal Impact:

NA

Staff Recommendation:

Recommend a 12 month moratorium.