



**CITY COUNCIL
ZEPHYRHILLS, FLORIDA**

**Monday, January 27, 2025
6:00 PM**

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

<https://meet.goto.com/659532805>

or dial in using your phone:

+1 (646) 749-3122- Access Code: 659-532-805

(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 — City Clerk Ricardo Quiñones

Invocation — Pastor Ken Ringeisen

Pledge of Allegiance —

CITIZEN COMMENTS

MAYOR

- 1 First Presbyterian Church - Certificate of Appreciation
- 2 Presentation of awards to photo contest winners
 1. ZephyrhillsPhotoContestWinners_Jan27_2025
- 3 Mayor's Youth Council Introduction
 1. Positive Message project

1. CONSENT ITEMS

- 1.1 Approval of Regular Meeting Minutes - January 13, 2025
 1. M01.13.2025
 - 1.2 Approval of Meadowood Stormwater Pump Improvements
 1. RCM_Zephyrhills_RP15_Rehab-FM_Proposal_V3.
 - 1.3 Innovative Technologies Grant with the FDEP
Agreement 24-25-02
 1. INW03 Grant Agreement - unsigned
 - 1.4 Public Transportation Grant Agreement Wetland Mitigation - Florida Department of Transportation
 1. FM 454794 Wetland Mitigation PTGA
 - 1.5 Airport Task Order #7 - Jacobs
 1. CWA07-ZPH-Apron & Taxilane Rehab-012225
 - 1.6 Approval of Outside Utility Services - End Game Property Management LLC
Agreement 45-25-02
 1. 45-25-02 Utility Service - End Gambe Property Management LLC
2. PLANNING DIRECTOR'S REPORT
 - 2.1 Planning Report for N. 301 Visioning
 1. VisionConcept_ZephyrVale_US301_2025_0123_Draft
 2. Att_B_Text_LandUseCategoryText_ZephyrVale_2025_0123_Example
 3. CITY MANAGER'S REPORT
 - 3.1 ZEDC Quarterly Update
 1. 2024 Medical Industry Report_Final
 2. ZEDC 2024 Medical Industry Follow-Up Report
 - 3.2 Code Enforcement Discussion
 - 3.3 2025 State Appropriation Project Funding Requests
 4. CITY ATTORNEY'S REPORT
 - 4.1 Municipal Association of Pasco (MAP) Meeting February 06, 2025 - San Antonio First Reading **RESOLUTION NO. 845-25 - " A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ZEPHYRHILLS, FLORIDA, AUTHORIZING THE CITY COUNCIL OF THE CITY OF ZEPHYRHILLS TO PARTICIPATE IN A JOINT MEETING OF THE MUNICIPAL ASSOCIATION OF PASCO TO DISCUSS MATTERS OF MUTUAL INTEREST; AND PROVIDING FOR AN EFFECTIVE DATE. "**
 1. Resolution 845-25 Participation in 02-06-2025 MAP Meeting

MAYOR ANNOUNCEMENTS

CITY MANAGER ANNOUNCEMENTS

CITY ATTORNEY ANNOUNCEMENTS

CITY COUNCIL COMMENTS

5. NOTED ITEMS

- 5.1 Work Order CED24-09 Approval-Take 5 Oil Change engineering review services from Cornelison Engineering.
 - 1. CED_24-09
- 5.2 Work Order CED24-10 Approval-Tyson Townhomes Engineering review services from Cornelison Engineering.
 - 1. CED24-10
- 5.3 Work Order 25-168 Approval- Kimley-Horn 12th Street and North Avenue Intersection Evaluation.
 - 1. KH 25-168 - 12th St and North Ave Eval

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.**

MAYOR 2

Presentation of awards to photo contest winners

Issue:

The City of Zephyrhills formally recognizes the winners of its 2025 Photo Contest:

- **3rd Place:** Amy Sample ("Car Mirror")
- **2nd Place:** Jose Rosado Delgado ("Explore Mural")
- **1st Place:** Debbie Kring ("Ballerina")

Background:

The City of Zephyrhills recently hosted its annual photo contest with the theme, "Why I Love Downtown Zephyrhills."

The contest encouraged amateur and professional photographers to capture and share their unique perspectives on what makes the downtown area special. The City received 32 total entries between Dec. 2, 2024, and Jan. 6, 2025.

City staff reviewed all submissions and selected three finalists to present to the City Council and Mayor for final voting. The voting process involved the City Council and Mayor independently ranking the finalists by selecting their first, second, and third choices. Points were awarded based on their rankings.

- **3rd Place:** Amy Sample ("Car Mirror")
- **2nd Place:** Jose Rosado Delgado ("Explore Mural")
- **1st Place:** Debbie Kring ("Ballerina")

The top-ranked entry, Debbie Kring's "Ballerina," has since been submitted to represent the City of Zephyrhills in the Florida City and County Management Association's (FCCMA) 2025-2026 Photo Contest. Voting on the [FCCMA's website](#) begins on Monday, Jan. 27, 2025 and ends on Monday, Feb. 10, 2025.

The FCCMA's winner will be featured on the cover of the 2025-2026 FCCMA Membership Directory, as well as the FCCMA website and social media profiles; runners-up will be featured on the FCCMA Facebook page and website.

Attachment(s):

1. ZephyrhillsPhotoContestWinners_Jan27_2025

Fiscal Impact:

N/A

Staff Recommendation:

N/A



2025 Photo Contest

**Zephyrhills City Council
(Monday, Jan. 27, 2025)**

3rd Place - Amy Sample



2nd Place – Jose Rosado Delgado



1st Place – Debbie Kring





Thank you for participating!

MAYOR 3

Mayor's Youth Council Introduction

Issue:

The Members of the Mayor's Youth Council will be introducing themselves and their project to City Council.

Background:

On November 4, 2024 Mayor Melonie Bahr Monson reestablished the Mayor's Youth Council.

Attachment(s):

1. Positive Message project

Fiscal Impact:

N/A

Staff Recommendation:

N/A



POSITIVE MESSAGE PROJECT

THE AGENDA

01

INTRODUCTION:
OVERALL
PROJECT
OBJECTIVE

02

LOCATION OF SCHOOLS

03

LOCATION OF FACILITIES

04

WAYS TO SPREAD THE
MESSAGE AROUND

05

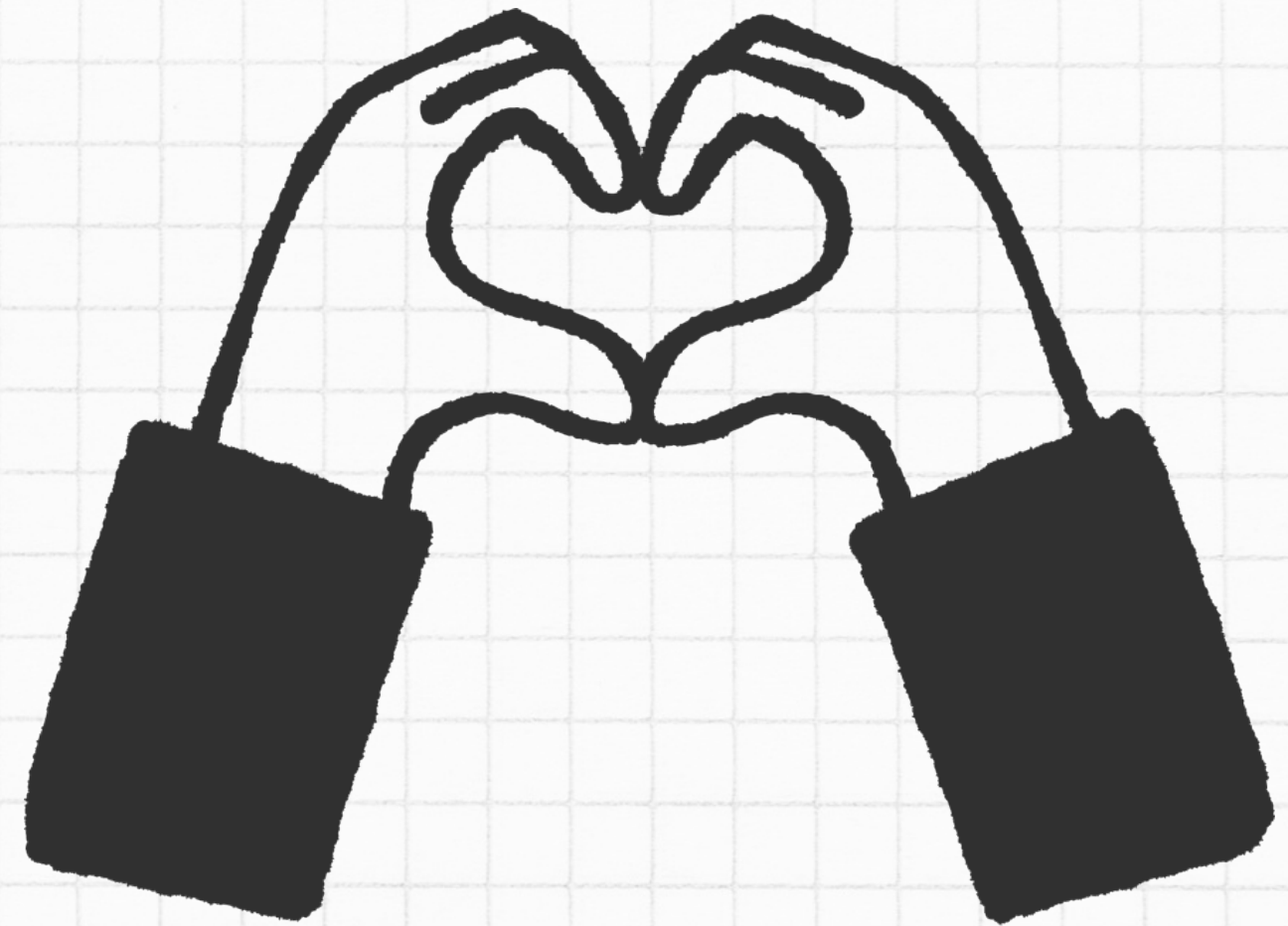
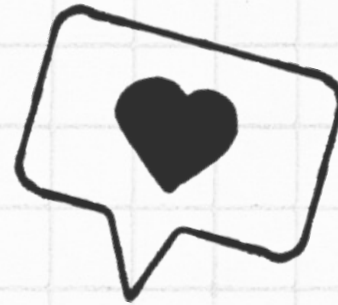
TEAMING UP!

06

THE PRIZE

INTRODUCTION: OVERALL PROJECT OBJECTIVE

THE ZEPHYRHILLS COMMUNITY THRIVES ON CREATIVITY AND POSITIVITY. THE YOUTH COUNCIL IS PROUD TO PRESENT ITS INAUGURAL INITIATIVE, THE POSITIVE MESSAGE PROJECT, DESIGNED TO INSPIRE MOTIVATION AND FOSTER AN UPLIFTING SPIRIT THROUGHOUT THE COMMUNITY. BY CREATING ONE OR MORE HEARTFELT CARDS, PARTICIPANTS CAN CONTRIBUTE TO THIS MISSION BY SHARING ENCOURAGEMENT AND KINDNESS. THESE CARDS CAN SERVE AS THOUGHTFUL GESTURES FOR INDIVIDUALS IN NURSING HOMES, HOSPICES, HOSPITALS, ASSISTED LIVING FACILITIES, OR EVEN OUR BRAVE TROOPS SERVING THE NATION. TOGETHER, LET'S MAKE A MEANINGFUL IMPACT AND SPREAD POSITIVITY FAR AND WIDE.



Zone A

WEST ZEPHYRHILLS ELEMENTARY
(K-5)

RB STEWART MIDDLE SCHOOL
(6-8)



Zone B

ZEPHYRHILLS HIGH SCHOOL (9-12)

EAST PASCO ADVENTIST ACADEMY
(K-12)



Zone C

ZEPHYRHILLS CHRISTIAN ACADEMY
(K-12)

WOODLAND ELEMENTARY (K-5)

Location of schools

Zone D

ACADEMY OF SPECTRUM DIVERSITY (K-12)

CHESTER TAYLOR ELEMENTARY (K-5)



Zone E

HERITAGE ACADEMY (K-8)
CES ACADEMY (K-12)



Zone 1

GARDENS OF WEST BROOKE
ADVENT HEALTH ZEPHYRHILLS

Zone 2

SOLARIS HEALTHCARE LAKE
ZEPHYR
WELLSPRING ASSISTED LIVING

Zone 3

HILLSIDE HEALTH &
REHABILITATION CENTER
COMPASS ROSE OF ZEPHYRHILLS

Location of facilities

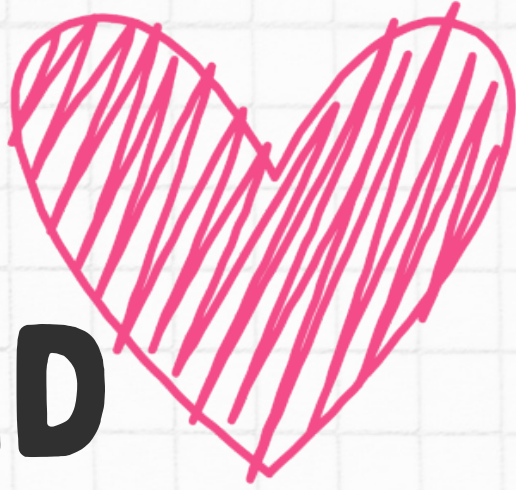
Zone 4

SOLARIS HEALTHCARE
ZEPHYRHILLS
AMERICAN HOUSE ZEPHYRHILLS

Zone 5

MOFFITT CANCER CENTER AT
WESLEY CHAPEL
MAYBE IF ACCEPTED





WAYS TO SPREAD THE MESSAGE AROUND

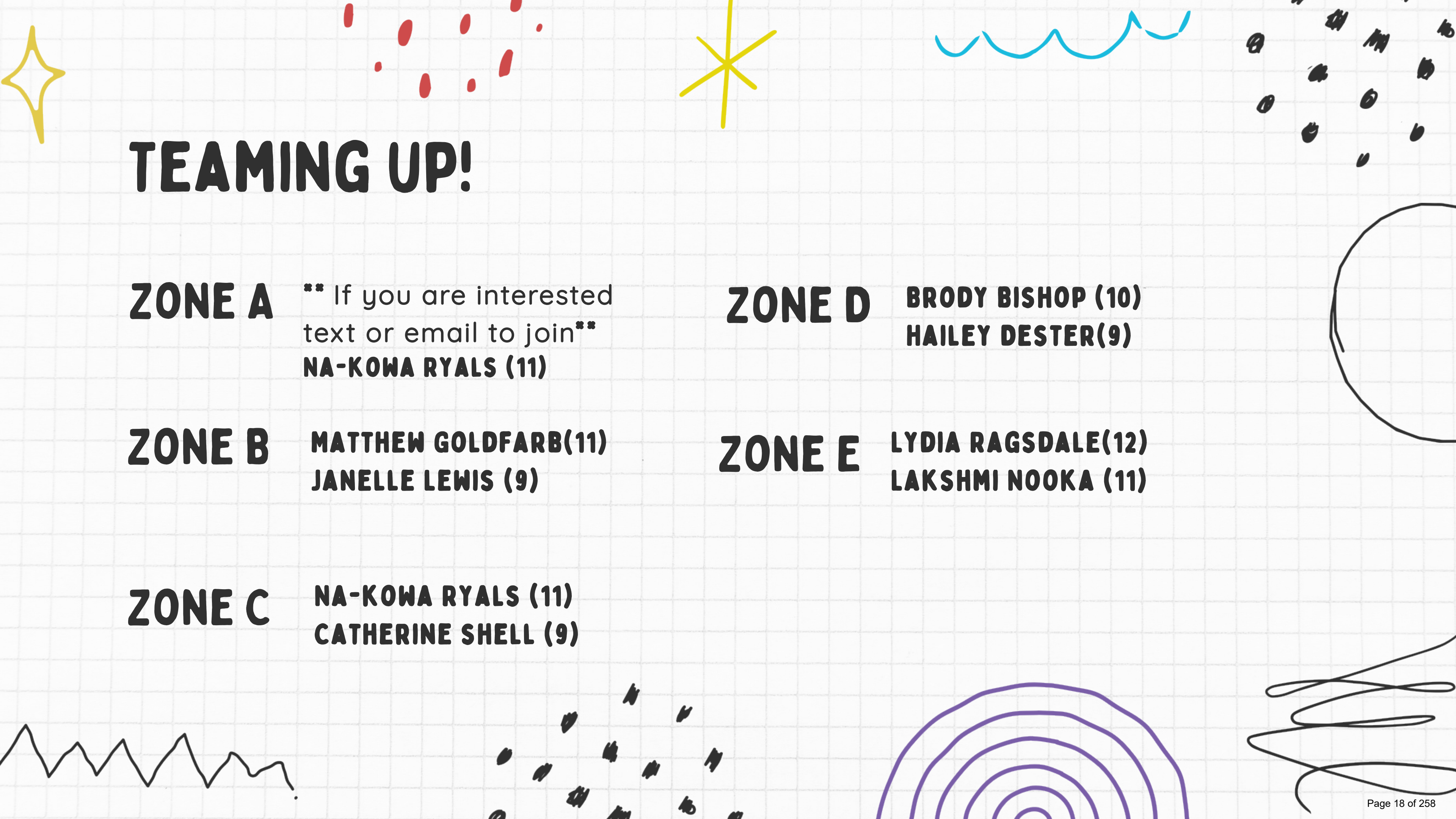
SOCIAL MEDIA

WE WILL UTILIZE SOCIAL MEDIA AS A KEY PLATFORM, WITH SUPPORT FROM OUR STAFF MEMBERS IN MANAGING AND SHARING POSTS. THE PRIMARY FOCUS OF OUR CONTENT WILL BE DIRECTED TOWARD SCHOOLS THAT DO NOT CURRENTLY HAVE YOUTH COUNCIL MEMBERS IN ATTENDANCE. THIS APPROACH ENSURES INCLUSIVITY AND EXTENDS OUR REACH TO ENGAGE A BROADER AUDIENCE.

POSTERS

THE POSTERS CAN BE DESIGNED USING CANVA OR ANY OTHER GRAPHIC DESIGN SOFTWARE. THEY WILL BE DISPLAYED AT VARIOUS LOCATIONS SUCH AS SCHOOLS, LIBRARIES, AND OTHER COMMUNITY SPACES.





TEAMING UP!

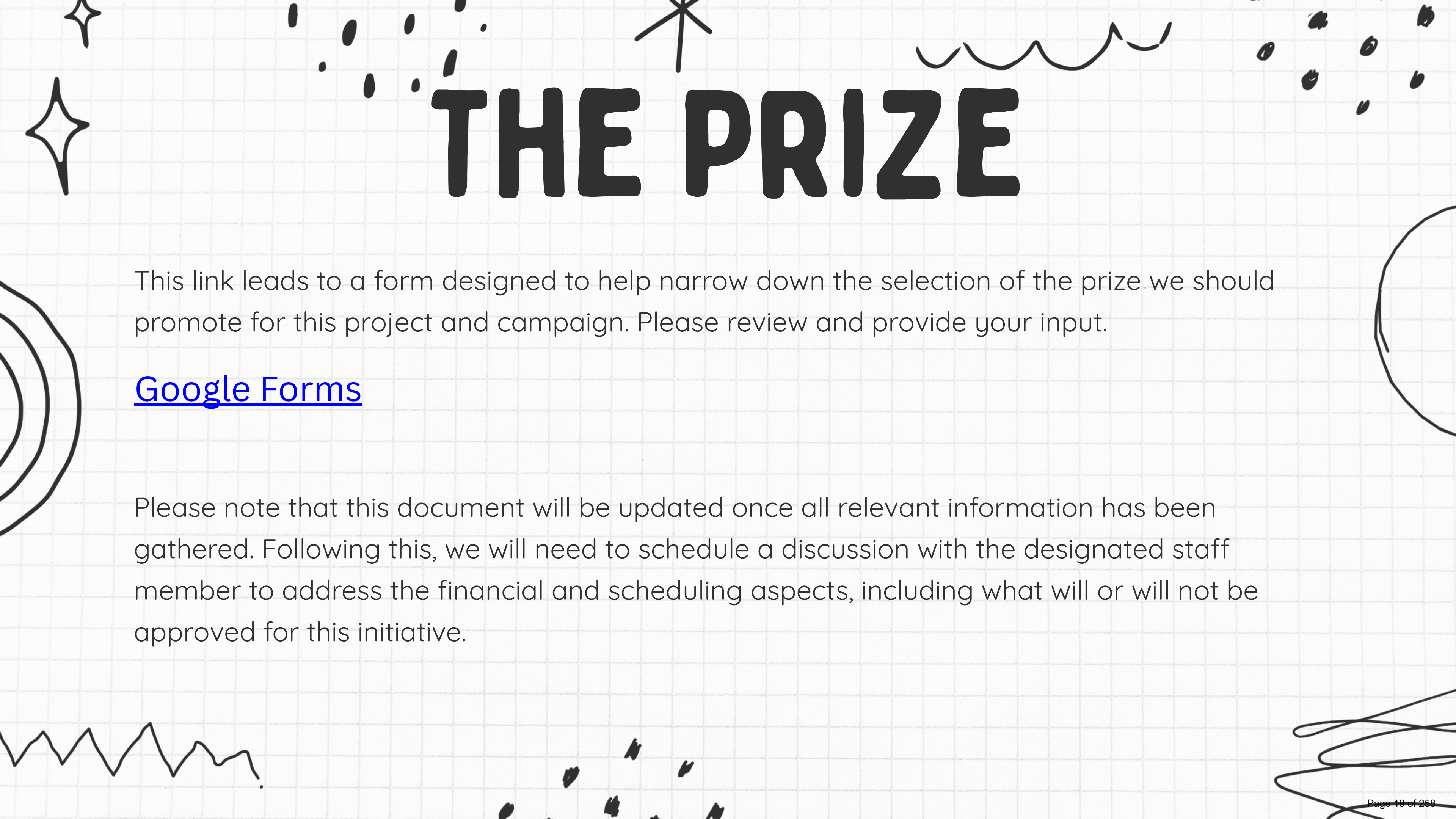
ZONE A ** If you are interested
text or email to join**
NA-KOWA RYALS (11)

ZONE B **MATTHEW GOLDFARB(11)**
JANELLE LEWIS (9)

ZONE C **NA-KOWA RYALS (11)**
CATHERINE SHELL (9)

ZONE D **BRODY BISHOP (10)**
HAILEY DESTER(9)

ZONE E **LYDIA RAGSDALE(12)**
LAKSHMI NOOKA (11)



THE PRIZE

This link leads to a form designed to help narrow down the selection of the prize we should promote for this project and campaign. Please review and provide your input.

[Google Forms](#)

Please note that this document will be updated once all relevant information has been gathered. Following this, we will need to schedule a discussion with the designated staff member to address the financial and scheduling aspects, including what will or will not be approved for this initiative.



**THANK YOU
VERY MUCH!**

CONSENT ITEMS 1.1

Approval of Regular Meeting Minutes - January 13, 2025

Issue:

The City of Zephyrhills City Council held a regular meeting on January 13, 2025.

Background:

Minutes from that meeting were prepared and are presented for the Council's review and approval.

Attachment(s):

1. M01.13.2025

Fiscal Impact:

N/A

Staff Recommendation:

Staff Recommends approval.

Regular City Council Meeting

A Regular Council Meeting was held on January 13, 2025 at 5:00 p.m. in the Council Chambers of City Hall and Via GoToMeeting (646) 749-3122 - Access Code: 659-532-805. Council President Kenneth M. Burgess Jr. called the meeting to order at 5:12 p.m.

Roll call was taken. Present were members Kenneth M. Burgess Jr., Charles Proctor, Lance Smith, Jodi Wilkeson, Steven F. Spina, PhD. and Mayor Melonie Bahr Monson. City Manager William Poe was also present. ***City Attorney Matthew Maggard arrived at 5:19 p.m.***

Staff present: Public Works Director Shane LeBlanc, Planning Director Todd Vande Berg, Utilities Director John Bostic III, CRA Director Gail Hamilton, HR & Risk Management Director Sandra Amerson, IT Director Mike Panak, Airport Manager Nathan Coleman, Finance Director Ted Beason, Building Official Calvin Switzer, Lieutenant Gardner, Lieutenant Hillen, Principal Planner Rodney Corriveau and City Clerk Ricardo Quiñones.

The Invocation was led by Dennis Monson.

The Pledge of Allegiance followed.

CITIZEN COMMENTS

Lady Theresa DiNicola-Thombs - 37955 12th Avenue – spoke from the floor. Mrs. DiNicola-Thombs raised concerns about predatory leasing practices and eviction notices issued to mobile home residents in her park after Hurricane Milton. She highlighted challenges and requested the council enact an ordinance preventing evictions while residents await disaster assistance. Mrs. DiNicola-Thombs asked for help petitioning state officials for an investigation into the park owners' practices.

Council advised filing a complaint with the Florida Department of Business and Professional Regulation (DBPR) and the City Attorney committed to investigate further to determine if the city could take any action.

MAYOR

1. Arbor Day Proclamation

Mayor Monson proclaimed January 17, 2025, as Arbor Day in Zephyrhills, emphasizing the importance of trees for the community and environment.

2. Announce Hercules Park Grand Opening - Feb 14, 2025

*****This item was discussed during the 5:00 p.m. CRA meeting.***

Mayor Monson reviewed that since Pasco Schools will be out on February 14, 2025, Council decided to have the opening of Hercules Park on February 13, 2025.

1. CONSENT ITEMS

- 1.1 Approval of City Council Meeting Minutes - August 26, 2024
- 1.2 Approval of Budget Workshop Minutes - September 03, 2024
- 1.3 Approval of City Council Meeting Minutes - September 09, 2024
- 1.4 Approval of City Council Meeting Minutes - September 23, 2024
- 1.5 Approval of City Council Meeting Minutes - October 14, 2024
- 1.6 Approval of City Council Meeting Minutes - October 28, 2024

- 1.7 Approval of City Council Meeting Minutes - November 12, 2024
- 1.8 Approval of City Council Meeting Minutes - November 25, 2024
- 1.9 Approval of City Council Meeting Minutes - December 09, 2024
- 1.10 Approval of CHIPZ Inc Grant Money Agreement 24-25-01
- 1.11 Approval of 2nd Amendment to the piggyback agreement with Vortex Agreement 41-23-06B
- 1.12 Approval of Parks Turf Mower purchase. Agreement 41-25-01
- 1.13 Approval of Utility Services outside City Limits - Kenneth C Gowell Sr & Jr Agreement 45-25-01
- 1.14 Pigz In Z'hills-Special event alcohol approval. The location will be downtown Zephyrhills. Section being closed off will be a wetzone. Beer tent also is being proposed.

Steven Spina motioned to approve all 14 consent items as presented. Seconded by Jodi Wilkeson. Motion passed unanimously.

2. BUSINESS ITEMS

- 2.1 Signers on Checking Account
First Reading **RESOLUTION NO. 844-25 - "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ZEPHYRHILLS, PASCO COUNTY FLORIDA, AUTHORIZING THE MAYOR, THE CITY MANAGER AND THE CITY CLERK TO SIGN CHECKS, TO MAKE DEPOSITS AND WITHDRAWALS. "**
City Attorney Maggard read Resolution No. 844-25 by title.

Lance Smith motioned to approve Resolution 844-25 on the First Reading. Seconded by Charles Proctor. Motion passed unanimously.

3. CITY MANAGER'S REPORT

- 3.1 Zephyrhills Photo Contest Winner
City Manager Poe presented the top three photographs from the annual photo contest, which will compete to be featured on the cover of the Florida League of Cities magazine.

MAYOR ANNOUNCEMENTS - NONE

CITY MANAGER ANNOUNCEMENTS

City Manager Poe gave an update on Tina and Joe's Cafe lease agreement. He reported the lease payments for 2023 and the first two quarters of 2024 had been made. The City is

waiting on the remaining tax statement to calculate what is owed. Work on modifying the lease, including separating the carriage house from the agreement will begin soon.

CITY ATTORNEY ANNOUNCEMENTS

City Attorney Maggard apologized for his tardiness.

CITY COUNCIL COMMENTS

Smith - Expressed support for investigating predatory practices in mobile home parks and encouraged collaboration with state legislators to address the issue.

Wilkeson – Echoed a desire to help those in the mobile home parks. She highlighted progress on Main Street initiatives, including selecting an architect for the theater restoration project.

Proctor - Agreed on the importance of helping mobile home residents

Spina – Inquired into the City’s plan for Code Enforcement, hiring and structure. Requested this be on an upcoming agenda for discussion. Suggested petitioning County to create CRA for redevelopment South of the City.

Burgess - NONE

4. NOTED ITEMS – NONE

ADJOURN 5:57 pm

Submitted by Ricardo Quiñones

CONSENT ITEMS 1.2

Approval of Meadowood Stormwater Pump Improvements

Issue:

Stormwater Pump Station Improvements

Background:

The existing pump station at the Meadowood Subdivision is in need of a refurbishment to prevent flooding in the Meadowood subdivision.

Attachment(s):

1. RCM_Zephyrhills_RP15_Rehab-FM_Proposal_V3.

Fiscal Impact:

FY 25 Stormwater Budget includes funding for this project Re: 10013800-563000 Task Order not to exceed \$406,485.58

Staff Recommendation:

The City Manager and Public Works Director recommend approval of this task order / proposal as presented.



Construction & Maintenance

Date: 01/16/2025

To: City of Zephyrhills

RE: Storm Station RP15 Rehab & Force Main

- Purpose
 - Task authorization for construction services as requested from Rob Funnell for the rehabilitation and Force Main at Storm Station 15.
- Compensation and Contract
 - A budget for the work as stated totaling \$406,485.58 has been submitted on the Annual City of Zephyrhills water and wastewater miscellaneous construction and maintenance services contract RFP (35-19-01)
- Scope
 - Please refer to Estimate #23470228

Owner:

City of Zephyrhills

Contractor:

RCM Utilities, LLC

By:_____

A handwritten signature in black ink that reads "Clayton Ruff".

Clayton Ruff



RCM Utilities, LLC
1451 Pine Grove Road
Eustis, FL 32726
352-561-2990
billing@rcmutilities.com

Estimate 23470228
Estimate Date 1/16/2025

Billing Address
City of Zephyrhills
5335 8th Street
Zephyrhills, FL 33542 USA

Job Address
City of Zephyrhills
5335 8th St
Zephyrhills, FL 33542 United States

Description of work

Storm Station 15 Rehab & Force Main

RCM Utilities to supply all materials, equipment and labor for the following scope of supply:

Site Preparation

- Remove section of fence to gain access
- Remove existing roof
- Bust out and remove existing concrete around wet well

Wet Well

- Remove existing wet well top slab
- Demolish and remove all existing base elbows, piping and valving.
- Install new top slab and aluminum hatch
- Install two (2) new Tsurumi Model 100BZ411 submersible sewage pumps 15 HP, 1733-RPM
- Install two (2) new 316 Stainless base plates
- Install two (2) new 4" base elbows with discharge guide flanges
- Install two (2) new upper guide rail brackets and new guide rails
- Install one (1) new heavy duty cable hanger
- Install four (4) S50NO Float switches with 30' cords
- Install two (2) 4" SDR 11 HDPE discharge risers with stainless cross bracing as needed

Electrical

- Demo of existing electrical system.
- All existing components to be handed over to owner.
- Installation 50' of 240V 3P 125A Service.
- 316 Stainless Steel enclosures.
- 3" aluminum conduit and 316SS strut for rack.
- 1-piece seal offs.
- 2" SCH 80 PVC to wet well.
- Proper grounding as required.
- Electrician present during start up.
- All work to be performed up to 2020 NEC standards.

Valve Vault

- Install new concrete valve vault, top slab and aluminum hatch.
- To be piped 2 in 2 out.
- Install two (2) new check valves
- Install three (2) new plug valves with hand wheels
- Pipe discharge to new isolation valve
- Coal tar valve vault, valving, and piping

Force Main

- Directional bore 1,350' of 10" HDPE from storm station down unpaved road to drainage ditch
- Miter cut pipe with concrete around discharge
- Tie in valve box 6" outlet to 10" HDPE

Site Restoration

- Back fill and compact
- Concrete to be poured around wet well and valve vault, brought to same height at new top slabs
- Fence to go back and double gate to be 12' wide for access to station.

Schedule and perform start up for new pumps with RCM Electrician present

Proposal Includes Performance & Payment Bond

NOTES

- RCM Utilities warrants all supplied materials and workmanship to be free of defects for a period of one year after

installation.

- Site restoration to include back fill and compact only. Sod and seed by others
- City to verify force main size and route

Sub-Total	\$406,485.58
Tax	\$0.00
Total Due	\$406,485.58
Deposit/Downpayment	\$0.00

Payment is due within 30 days of the date of invoice. Thereafter, monthly finance charges of 1.5% or the maximum allowed by law, whichever is less, will be assessed on unpaid amounts.

****ESTIMATE IS VALID FOR 30 DAYS****

****ESTIMATE INCLUDES ALL APPLICABLE SALES TAXES.****

- DUE TO CURRENT MARKET CONDITIONS MATERIAL PRICING IS SUBJECT TO CHANGE. RCM HOLDS THE RIGHT TO REPRICE BASED ON DATE OF ORDER. DATE OF ORDER IS WHEN ALL STAMPED PLANS AND SUBMITTALS ARE RETURNED, NOT THE RELEASE OF PURCHASE ORDER OR SUB CONTRACT.

Force Majeure. Neither party shall be liable in damages nor have the right to terminate this Contract for any delay or default in performing hereunder if such delay or default is caused by conditions beyond their control including, but not limited to natural disasters, including but not limited to ground subsidence or upheaval, acts of God, Government restrictions (including the denial or cancellation of any permits, tax incentive, or other license or approvals), covid-19, labor shortage, material delays, wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected. Furthermore, neither party shall be liable for any failure or delay in performance under this Contract to the extent said failures or delays are proximately caused by those causes beyond that party's reasonable control and occurring without its fault or negligence, including, without limitation, failure of suppliers, subcontractors, and carriers, or any other party to substantially meet its performance obligations under this Contract. The party experiencing the difficulty shall give the other prompt written notice, with details following the occurrence of the cause relied upon. Dates by which performance obligations are scheduled to be met will be extended for a period equal to the time lost due to any delay so caused. Contractor's failure to perform any term or condition of this Contract because of conditions beyond its control mentioned herein or other conditions that cause delay, damage, or destruction of its work by others shall not be deemed a breach of this Contract.

Material Escalation. The Contract Price for this Project has been calculated based on the current prices for the component building materials. However, the market for these building materials is considered volatile and sudden price increases could occur. Contractor agrees to use its best efforts to obtain the lowest possible prices from available building material suppliers but should there be an increase in the prices of these materials that are purchased after execution of this Contract for use in this Project, then Owner or General Contractor agrees and shall pay the substantiated cost increase to Contractor. Any request or change order for payment of a cost increase shall state the increased cost, the building materials in question, and the source of supply, supported by invoices or bills of sale.

1. This proposal is an offer to enter into a contract, with the mutual promises contained herein constituting valuable and sufficient consideration. The execution of this proposal by the owner listed above (the "Owner") shall constitute acceptance of the offer and formation of contract (the "Contract") between the Owner (the "Owner") and RCM Utilities, LLC. The terms set forth herein, including those after the acceptance signature below and/or on subsequent pages, shall govern the Contract.
2. Warranty. The Contractor warrants all supplied materials and workmanship to be free of defects for a period of one year after installation. The Contractor warrants that materials and equipment furnished under the Contract will be new and good quality.
3. Payment. The Contractor will invoice the Owner in accordance with the schedule set forth above or, if no terms are set forth above, monthly for work performed during each calendar month. The Owner agrees that there shall be no retainage except as set forth in the schedule above. Payment is due within 30 days of the date of invoice. Thereafter, monthly finance charges of 1.5% or the maximum allowed by law, whichever is less, will be assessed on unpaid amounts.
4. Time. The Contractor shall achieve substantial completion of the work within a commercially reasonable time. At the Owner's request, the Contractor shall submit for information a construction schedule for the work, and the Contractor shall revise the schedule at appropriate intervals as required by the conditions of the work. Schedule information set forth above are estimates. The Contractor shall not be responsible for delays caused by circumstances outside the control of the Contractor.
5. Permits and Approvals. The Contractor shall secure and pay for the building permits, fees, licenses and inspections by government agencies necessary for proper execution and completion of the work. This responsibility is limited to building permits and, for the avoidance of doubt, does not extend to land use approvals, environmental permits, consumptive use permits, or other governmental approvals outside of building permits.
6. Contract Documents. Except as otherwise provided herein, the Owner shall furnish, at its expense, all necessary surveys, plans, drawings, approvals, easements, assignments, and changes required for the construction and use of the improvements. The Owner warrants the information, plans and specifications provided to the Contractor. The Contractor shall be entitled to rely on the plans and drawings supplied by the Owner; the Contractor warrants only that the work will conform to the design documents and shall have no responsibility or obligation arising out of design defects. The Contractor's warranties contained in this Contract exclude remedy for damage or defect caused by abuse, alterations to the work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear.
7. Termination. The Contractor may terminate this Contract if the Owner fails to make payment as set forth herein and the failure continues for 10 days after notice, if the Contractor is unable to perform due to the failure of the owner to provide access to the site, necessary approvals, or its efforts to complete the work are frustrated by the actions or omissions of the Owner. In the event the Contractor terminates the Contract, it may recover payment for work executed, included reasonable overhead and profit, costs incurred by reason of such termination, and damages. No refund of payments made by the Owner shall be due as a result of termination under this section.
8. Governing Law; Venue; Attorney Fees. This Contract shall be governed by the laws of the state of Florida. Venue for any dispute arising in connection with this Contract shall lie exclusively in the court of appropriate jurisdiction in the county where the work is to be performed. The parties hereby irrevocably waive the right to a jury trial in connection with any matter related to or arising out of this contract or the work performed hereunder and consent to a bench trial in any such action. The prevailing party in any litigation shall be entitled to recover its reasonable attorneys' fees from the other party.

9. Assignment; Subcontractors. This Agreement may not be assigned without consent; provided, however that nothing herein shall limit the right of the Contractor to use subcontractors and contract labor in completion of the work. Notwithstanding the foregoing, the Contract may be assigned by the Owner to a lender providing construction financing if the lender has assumed the Owner's rights and obligations under the Contract.

10. Hazards. The Owner represents that, except as disclosed in writing, there is no hazardous condition, material or substance at the site of the work. The Owner shall indemnify and hold harmless the Contractor, its subcontractors, agents and employees from and against claims, damages, losses, and expense arising out of or resulting from performance of the work in the affected area if in fact, a hazardous condition, material or substance presents the risk of bodily injury or death and has not been rendered harmless, except to the extent that such damage, loss or expense is due to the fault or negligence of the party seeking indemnity. If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance by reason of performing the work described herein, the Owner shall indemnify the Contractor for all cost and expenses thereby incurred.

11. Insurance; Beneficiaries. The Contractor shall maintain appropriate commercial general liability insurance and statutory worker's compensation insurance and will provide certificates of insurance upon the request of the Owner. The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance and property insurance until the work is complete. This Contract has no third-party beneficiaries.

12. Consequential Damages. The Owner waives claims against the Contractor for consequential damages arising out of or relating to this Contract. This waiver includes damages incurred by Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons. This waiver is applicable to damages due to termination.

13. Entire Agreement; Modifications. This Contract, together with the information, plans, and specifications provided to the Contractor, constitute the entire agreement. Any previous agreements and understanding between the parties regarding the subject matter of this Contract, whether oral or in writing, are superseded by the Contract. Any amendments, modifications, or change orders must be in writing. Any change orders require the agreement of the Contractor and shall include appropriate modifications to the contract price to include the Contractor's cost of labor, material, equipment, and reasonable overhead and profit.

14. ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES. 15. ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW (SECTIONS 713.001-713.37, FLORIDA STATUTES), THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE MATERIALS AND SERVICES AND ARE NOT PAID IN FULL HAVE A RIGHT TO ENFORCE THEIR CLAIM FOR PAYMENT AGAINST YOUR PROPERTY. THIS CLAIM IS KNOWN AS A CONSTRUCTION LIEN. IF YOUR CONTRACTOR OR A SUBCONTRACTOR FAILS TO PAY SUBCONTRACTORS, SUB-SUBCONTRACTORS, OR MATERIAL SUPPLIERS, THOSE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT, EVEN IF YOU HAVE ALREADY PAID YOUR CONTRACTOR IN FULL. IF YOU FAIL TO PAY YOUR CONTRACTOR, YOUR CONTRACTOR MAY ALSO HAVE A LIEN ON YOUR PROPERTY. THIS MEANS IF A LIEN IS FILED YOUR PROPERTY COULD BE SOLD AGAINST YOUR WILL TO PAY FOR LABOR, MATERIALS, OR OTHER SERVICES THAT YOUR CONTRACTOR OR A SUBCONTRACTOR MAY HAVE FAILED TO PAY. TO PROTECT YOURSELF, YOU SHOULD STIPULATE IN THIS CONTRACT THAT BEFORE ANY PAYMENT IS MADE, YOUR CONTRACTOR IS REQUIRED TO PROVIDE YOU WITH A WRITTEN RELEASE OF LIEN FROM ANY PERSON OR COMPANY THAT HAS PROVIDED TO YOU A "NOTICE TO OWNER." FLORIDA'S CONSTRUCTION LIEN LAW IS COMPLEX, AND IT IS RECOMMENDED THAT YOU CONSULT AN ATTORNEY

Approved By: _____ Date: _____

Water & Wastewater Misc Construction/Maintenance Services

Labor/Equipment Rates Form

Customer: City of Zephyrhills

Project: Storm Station 15 Rehab & Force Main

LABOR RATES	RATES		ENTER	SUBTOTAL	ENTER	SUBTOTAL	LINE ITEM TOTAL
	WORKING HOURS	AFTER HOURS	# WORKING HOURS	# WORKING HOURS	# AFTER HOURS	# AFTER HOURS	
Supervisor	\$ 50.00	\$ 75.00	100	\$ 5,000.00		\$ -	\$ 5,000.00
Foreman	\$ 75.00	\$ 113.00	100	\$ 7,500.00		\$ -	\$ 7,500.00
Helper - Labor Only	\$ 35.00	\$ 53.00	100	\$ 3,500.00		\$ -	\$ 3,500.00
Helper with Truck/Trailer	\$ 50.00	\$ 75.00	40	\$ 2,000.00		\$ -	\$ 2,000.00
Backflow Technician	\$ 40.00	\$ 60.00		\$ -		\$ -	
LABOR RATES TOTAL							\$ 18,000.00

Please provide when after hours would apply (anytime outside of Mon - Fri 7am - 5pm)

EQUIPMENT RATES	SET UP FEE	HOURLY	# OF HOURS/ GALLONS or BAGS	DAILY	# OF DAYS	WEEKLY	# OF WEEKS	MONTHLY	# OF MONTHS	LINE ITEM TOTAL
Mini Excavator with Operator	\$ 150.00	\$ 80.00	40.00	\$ 800.00		\$ 2,400.00		\$ 9,600.00		\$ 3,350.00
Back Hoe with Operator	\$ 250.00	\$ 125.00		\$ 1,250.00		\$ 6,250.00		\$ 25,000.00		
Vac Truck - 2 Man Crew	\$ 250.00	\$ 280.00		\$ 2,800.00		\$ 14,000.00		\$ 56,000.00		
CCTV Camera Trailer with Operator	\$ 250.00	\$ 175.00		\$ 1,750.00		\$ 8,750.00		\$ 35,000.00		
Tractor with Bucket with Operator	\$ 250.00	\$ 125.00	20.00	\$ 1,250.00		\$ 6,250.00		\$ 25,000.00		\$ 2,750.00
4" Sewage Bypass Pump with Hoses	\$ 250.00	\$ 40.00	50.00	\$ 250.00		\$ 650.00		\$ 2,600.00		\$ 2,250.00
Bypass Pump Fuel Additional	\$ 4.50	Per Gallon								
13000 Watt Generator	\$ 250.00	\$ 40.00		\$ 170.00		\$ 850.00		\$ 3,400.00		
Infiltrator MH Leak Stop Plus Labor	\$ 150.00	\$ 250.00		\$ 150.00		\$ 750.00		\$ 3,000.00		
Metal Fabrication/Welding Lead Man	\$ 150.00	\$ 75.00		\$ 750.00		\$ 3,750.00		\$ 15,000.00		
Metal Fabrication/Welder	\$ 150.00	\$ 65.00		\$ 650.00		\$ 3,250.00		\$ 13,000.00		
Sand Blast Trailer Rig with Crew	\$ 250.00	\$ 295.00		\$ 2,950.00		\$ 14,750.00		\$ 59,000.00		
Sand Blasting Sand	\$ 5.00	Per Bag								
Compactor with Operator	\$ 150.00	\$ 100.00		\$ 1,000.00		\$ 5,000.00		\$ 20,000.00		
Air Compressor Road Bore	\$ 250.00	\$ 125.00		\$ 1,250.00		\$ 6,250.00		\$ 25,000.00		
EQUIPMENT RATES TOTAL										\$ 8,350.00

MATERIAL RATES	% Mark UP	COST	MARK-UP	LINE ITEM TOTAL
Materials Purchased for Specific Job	25%	153222.2	\$ 38,305.55	\$ 191,527.75
Materials from Stock	25%	9250	\$ 2,312.50	\$ 11,562.50
Subcontract Labor	20%	140895.85	\$ 28,179.17	\$ 169,075.02
MATERIAL RATES TOTAL				\$ 372,165.27
SUBTOTAL				\$ 398,515.27
PERFORMANCE & PAYMENT BOND				\$ 7,970.31
GRAND TOTAL				\$ 406,485.58

Company Name: RCM Utilities, LLC

Authorized Representative/ Title: Christopher R. Creech, Mgr.

Signature: Christopher R. Creech

Date: _____

CONSENT ITEMS 1.3

Innovative Technologies Grant with the FDEP
Agreement 24-25-02

Issue:

The City of Zephyrhills has been investigating the presence of contaminants of emerging concerns (CECs) for nearly a decade. Between 2014 and 2016, the City tested its water system as part of the Environmental Protection Agency (EPA) Unregulated Contaminant Monitoring Rule (UCMR 3). The result of their test indicated the presence of perfluorooctanoic acid (PFOA) and perfluoro octane sulfonate acid (PFOS) with some levels detected above the EPA-established limits of 4 nanograms per liter for PFOS and PFOA.

Background:

Water used by the City's customers is discharged to the wastewater collection system and into the Wastewater Treatment Facility (WWTF). It then goes to the reclaimed water system for land application and groundwater recharge. The City of Zephyrhills wants to test the effectiveness of the Ferrate Treatment Process in reducing PFOA and PFAS in wastewater discharges to and from the WWTF; consequently, removing these CECs and protecting groundwater resources.

Attachment(s):

1. INW03 Grant Agreement - unsigned

Fiscal Impact:

Fully funded by the FDEP for this pilot project in the amount not to exceed \$240,000.

Staff Recommendation:

It is staff's recommendation to the City Council to approve this Grant Agreement with the FDEP as presented.

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

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

1. Project Title (Project): Agreement Number:

Pilot Testing the Innovative Ferrate Treatment Process for Reduction of Contaminants of Emerging Concern at City of Zephyrhills WWTF

INW03

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

Grantee Name: **City of Zephyrhills**

Entity Type: **City Government**

Grantee Address: 5335 8th Street
Zephyrhills, FL 33542

FEID: **59-600455003**

(Grantee)

3. Agreement Begin Date: Date of Expiration:
Upon Execution 1 APR 2027

4. Project Number: INW03 Project Location(s): 39825 Alston Avenue, Zephyrhills, FL 33542
(If different from Agreement Number)

Project Description: The project will determine the presence of chemicals of concern in wastewater streams and the effectiveness of the ferrate treatment process to remove these chemicals at the City of Zephyrhills Wastewater Treatment Facility.

5. Total Amount of Funding:	Funding Source?	Award #s or Line-Item Appropriations:	Amount per Source(s):
\$240,000	☒ State ☐ Federal	FY2023-2024 GAA Line Item 1708B	\$ 240,000
	☐ State ☐ Federal		\$
	☐ State ☐ Federal		\$
	☐ Grantee Match		\$

Total Amount of Funding + Grantee Match, if any: \$ 240,000

6. Department's Grant Manager Name: Scott Mower or successor Address: 3900 Commonwealth Blvd, MS 24 Tallahassee, FL, 32399 Phone: (850) 245-2188 Email: scott.mower@floridadep.gov	Grantee's Grant Manager Name: Jessica Carter or successor Address: 5335 8th Street Zephyrhills, FL 33542 Phone: 813-780-0000 x 3541 Email: jcarter@ci.zephyrhills.fl.us
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7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

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

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

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

City of Zephyrhills

GRANTEE

Grantee Name

By

(Authorized Signature)

Date Signed

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection

DEPARTMENT

By

Secretary or Designee

Date Signed

Edward C. Smith, Director of Office of Water Policy and Ecosystems Restoration

Print Name and Title of Person Signing

☐ Additional signatures attached on separate page.

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

ATTACHMENT 1

1. Entire Agreement.

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

2. Grant Administration.

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

3. Agreement Duration.

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

Attachment 1

1 of 14

4. Deliverables.

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

5. Performance Measures.

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

6. Acceptance of Deliverables.

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

7. Financial Consequences for Nonperformance.

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

Attachment 1

2 of 14

does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

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

8. Payment.

- a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with section 215.422, Florida Statutes (F.S.).
- b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.
- c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.
- d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: <https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf>.
- e. Rural Communities and Rural Areas of Opportunity. If Grantee is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" (RAO) as defined in subsection 288.0656(2), F.S., such Grantee may request from the Department that all invoice payments under this Agreement be directed to the relevant county or municipality or to the RAO itself. The Department will agree to Grantee's request if:
 - i. Grantee demonstrates that it is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" under subsection 288.0656(2), F.S.;
 - ii. Grantee demonstrates current financial hardship using one (1) or more of the "economic distress" factors defined in subsection 288.0656(2)(c), F.S.;
 - iii. Grantee's performance has been verified by the Department, which has determined that Grantee is eligible for invoice payments and that Grantee's performance has been completed in accordance with this Agreement's terms and conditions; and
 - iv. Applicable federal and state law(s), rule(s) and regulation(s) allow for such payments.

This subsection may not be construed to alter or limit any other applicable provisions of federal or state law, rule, or regulation. A current list of Florida's designated RAOs can be accessed at the following web address: <https://floridajobs.org/community-planning-and-development/rural-community-programs/rural-areas-of-opportunity>.
- f. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.
- g. State Funds Documentation. Pursuant to section 216.1366, F.S., if Contractor meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Contractor must provide the Department with documentation that indicates the amount of state funds:
 - i. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer of Contractor.

Attachment 1

3 of 14

- ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the Contractor.

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

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

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

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

- a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.
- b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.
- c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing \$5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. For grants funded with federal funds, nonconsumable and/or nonexpendable personal property or equipment costing \$10,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in 2 CFR 200. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.
 - i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-

Attachment 1

4 of 14

- price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.
- ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.
- d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with section 112.061, F.S.
 - e. Direct Purchase Equipment. For grants funded fully or in part with state funds, equipment is defined as capital outlay costing \$5,000 or more. For grants funded fully with federal funds, equipment is defined as capital outlay costing \$10,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.
 - f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.
 - g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.
 - h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

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

11. Retainage.

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

- a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.
- b. If Grantee fails to perform the requested work or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform

Attachment 1

5 of 14

that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.

- c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.
- d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

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

13. Termination.

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

Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

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

15. Events of Default.

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

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

16. Suspension of Work.

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

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first

arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

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

19. Limitation of Liability.

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

20. Remedies.

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

21. Waiver.

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

Attachment 1

8 of 14

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

- a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.
- b. Pursuant to sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:
 - i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
 - ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
 - iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.
 - iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Development, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

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

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

This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where

there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.

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

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

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

25. Investing in America

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

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

The recipient will ensure compliance with the guidelines and design specifications provided by EPA for using the official Investing in America emblem available at: <https://www.epa.gov/invest/investing-america-signage>.
 - b. Procuring Signs: Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Investing in America emblem or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

26. Scrutinized Companies.

- a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in section 287.135, F.S. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized

Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

- c. As provided in subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

27. Lobbying and Integrity.

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

28. Record Keeping.

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

29. Audits.

- a. Inspector General. The Grantee understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.
- b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
 - i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
 - ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
 - iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.
- c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: <https://apps.fldfs.com/fsaa>.
- d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect,

Attachment 1

11 of 14

general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.

- e. **No Commingling of Funds.** The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
 - i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
 - ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
 - iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

30. Conflict of Interest.

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

31. Independent Contractor.

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

32. Subcontracting.

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

33. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee

Attachment 1

12 of 14

is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

34. Survival.

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

35. Third Parties.

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

36. Severability.

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

37. Grantee's Employees, Subcontractors and Agents.

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

38. Assignment.

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

39. Compensation Report.

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

40. Disclosure of Gifts from Foreign Sources.

If the value of the grant under this Agreement is \$100,000 or more, Grantee shall disclose to Department any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern, as defined in section 286.101, F.S., if such interest, contract, or grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous 5 years. Such disclosure shall include the name and mailing address of the disclosing entity, the amount of the contract or grant or gift or the value of the interest disclosed, the applicable foreign country of concern and, if applicable, the date of termination of the contract or interest, the date of receipt of the grant or gift, and the name of the agent or controlled entity that is the source or interest holder. If the disclosure requirement is applicable as described above, then within 1 year before applying for any grant, Grantee must also provide a copy of such disclosure to the Department of Financial Services.

41. Food Commodities.

To the extent authorized by federal law, the Department, its grantees, contractors and subcontractors shall give preference to food commodities grown or produced in this state when purchasing food commodities, including farm products as defined in section 823.14, F.S., of any class, variety, or use thereof in their natural state or as processed by a farm operation or processor for the purpose of marketing such product.

42. Anti-human Trafficking.

If the Grantee is a nongovernmental entity, the Grantee must provide the Department with an affidavit signed by an officer or a representative of the Grantee under penalty of perjury attesting that the Grantee does not use coercion for labor or services as defined in section 787.06, F.S.

43. Iron and Steel for Public Works Projects.

If this Agreement funds a “public works project” as defined in section 255.0993, F.S., or the purchase of materials to be used in a public works project, any iron or steel permanently incorporated in the Project must be “produced in the United States,” as defined in section 255.0993, F.S. This requirement does not apply if the Department determines that any of the following circumstances apply to the Project:

- (1) iron or steel products produced in the United States are not produced in sufficient quantities, reasonably available, or of satisfactory quality;
- (2) the use of iron or steel products produced in the United States will increase the total cost of the project by more than twenty percent (20%); or
- (3) complying with this requirement is inconsistent with the public interest.

Further, this requirement does not prevent the Contractor’s minimal use of foreign steel and iron materials if:

- (1) such materials are incidental or ancillary to the primary product and are not separately identified in the project specifications; and
- (2) the “cost” of such materials, as defined in section 255.0993, F.S., does not exceed one-tenth of one percent (1%) of the total Project Cost under this Agreement or \$2,500, whichever is greater.

Electrical components, equipment, systems, and appurtenances, including supports, covers, shielding, and other appurtenances related to an electrical system that are necessary for operation or concealment (excepting transmission and distribution poles) are not considered to be iron or steel products and are, therefore, exempt from the requirements of this paragraph.

This provision shall be applied in a manner consistent with and may not be construed to impair the state’s obligations under any international agreement.

44. Complete and Accurate information.

Grantee represents and warrants that all statements and information provided to DEP are current, complete, and accurate. This includes all statements and information in this Grant, as well as its Attachments and Exhibits.

45. Execution in Counterparts and Authority to Sign.

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

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. INW03**

ATTACHMENT 2

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

1. Scope of Work.

The Project funded under this Agreement is Pilot Testing the Innovative Ferrate Treatment Process for Reduction of Contaminants of Emerging Concern Discharging to and from the City of Zephyrhills Wastewater Treatment Facility.

2. Duration.

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

3. Payment Provisions.

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

4. Cost Eligible for Reimbursement or Matching Requirements.

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

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

5. Equipment Purchase.

No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.

There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements

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

8. Insurance Requirements

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

a. Comprehensive General Liability Insurance.

The Grantee shall provide adequate comprehensive general liability insurance coverage and hold such liability insurance at all times during the Agreement. The minimum limits shall be \$200,000 for each person and \$300,000 per occurrence.

b. Commercial Automobile Insurance.

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

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

c. Workers' Compensation.

The Grantee shall comply with the workers' compensation requirements of Chapter 440, F.S.

d. Other Insurance. None.

9. Quality Assurance Requirements.

The Grantee shall develop and implement quality assurance practices consisting of policies, procedures, specifications, standards, and documentation sufficient to produce data of quality adequate to meet Project objectives and to minimize loss of data due to out-of-control conditions or malfunctions. All sampling and analyses performed under this Agreement must conform with the requirements set forth in Chapter 62-160, Florida Administrative Code, and the Quality Assurance Requirements for Department Agreements, attached hereto and made part hereof as Exhibit D, Quality Assurance Requirements for Grants.

10. Retainage.

No retainage is required under this Agreement.

11. Subcontracting.

The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

12. State-owned Land.

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

13. Office of Policy and Budget Reporting.

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

14. Common Carrier.

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

according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

15. Financial Assistance and Payment of Invoices to Rural Communities or Rural Areas of Opportunity

This agreement does not provide federal or state financial assistance to a county or municipality that is a rural community or rural area of opportunity as those terms are defined in s. 288.0656(2).

16. Additional Terms.

None.

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

**DEPARTMENT OF ENVIRONMENTAL PROTECTION
GRANT WORK PLAN
DEP AGREEMENT NO.: INW03**

ATTACHMENT 3

PROJECT TITLE: Pilot Testing the Innovative Ferrate Treatment Process for Reduction of Contaminants of Emerging Concerns Discharging to and from the City of Zephyrhills' Wastewater Treatment Facility (WWTF).

PROJECT LOCATION: This project will be completed at the City of Zephyrhills' WWTF (FDEP Facility ID FLA012744). The facility is located at 39825 Alston Avenue, Zephyrhills, FL 33542 within Pasco County, Florida. (Latitude 28° 13' 13" N; Longitude 82° 09' 27" W) See *Figure 1* and *Figure 2*.

PROJECT BACKGROUND: The City of Zephyrhills has been investigating the presence of contaminants of emerging concerns (CECs) for nearly a decade. Between 2014 and 2016, the City tested its water system as part of the Environmental Protection Agency (EPA) Unregulated Contaminant Monitoring Rule (UCMR 3). The result of their test indicated the presence of perfluorooctanoic acid (PFOA) and perfluorooctane sulfonate acid (PFOS) with some levels detected above the EPA-established limits of 4 nanograms per liter for PFOS and PFOA. Water used by the City's customers is discharged to the wastewater collection system and into the Wastewater Treatment Facility (WWTF). It then goes to the reclaimed water system for land application and groundwater recharge. The City of Zephyrhills wants to test the effectiveness of the Ferrate Treatment Process in reducing PFOA and PFAS in wastewater discharges to and from the WWTF; consequently, removing these CECs and protecting groundwater resources.

PROJECT DESCRIPTION: The City of Zephyrhills will identify the presence of CECs in various wastewater streams (before entering WWTF, in between, and after treatment) and test the effectiveness of the Ferrate Treatment Process in removing the CECs from these process streams. The Grantee will conduct bench-scale treatability tests on wastewater samples collected from wastewater treatment process streams. The findings from these tests will enable the Grantee to build a mobile modular ferrate treatment system that will be used to test the process streams at the City of Zephyrhills' WWTF. Influent and effluent samples will be collected and tested so that the data can show pre- and post- treatment concentrations and treatment efficiencies for the tested process streams. The desired end state for this project is the City of Zephyrhills, its residents, and the environment will experience a reduction or elimination of CECs in wastewater discharges.

TASKS and DELIVERABLES:

Task #1: Quality Assurance Project Plan (QAPP)

Task Description: The Grantee will submit and receive approval on a Quality Assurance Project Plan (QAPP) prior to the commencement of any monitoring and sampling associated with the project. The QAPP must specify the sampling procedures, locations, instruments, and parameters to be sampled.

Deliverable 1a: Draft QAPP

The Draft QAPP will be submitted electronically in Word format to the Department's Grant Manager. Upon request, the Grantee will provide a paper copy of the Draft QAPP to the Department's Grant Manager.

The following lists the expected deliverables that are associated with the quality assurance requirements of this Grant:

- a. An initial planning review technical audit as specified in Section 5.b.i. of Exhibit D shall be completed by the Grantee. The Grantee shall submit a report of this initial planning review audit within one month of the review, and that report shall include a statement of usability as described in Section 5.b.iii. of Exhibit D.
- b. Ongoing planning review technical audits shall be conducted annually thereafter for the remainder of the Grant, if applicable to the duration of the Grant, as described in Section 5.b. ii. Of Exhibit D. The Grantee shall submit a report of each annual planning review audit with a statement of usability (Section 5.b.iii), within one month of the review.
- c. The Grantee shall submit the Grant Quality Assurance Plan (QA Plan) as described in Section 6 of Exhibit D to the DEP Grant Manager no later than 45 days prior to the commencement of field and laboratory activities. Failure to submit the QA Plan in this required timeframe shall result in a delay of approval to begin work until the document has been submitted to the Department and approved (or conditionally approved) by the DEP Grant Manager.
 - (i) The Grantee may submit a version of the QA Plan to the Department for approval no more than three times. If the Grantee fails to obtain approval for the QA Plan after the third (final) submission to the Department, the DEP Grant Manager may suspend or terminate the Grant per the remedies included in the Grant.
 - (ii) Within 45 days of receipt of the QA Plan by the Department, the Department shall review and either approve the QA Plan or provide comments to the Grantee as to why the QA Plan is not approved. If further revisions are needed, the Grantee shall then have 15 days from the receipt of review comments to respond. The Department shall respond to all revisions to the QA Plan within 30 days of receipt of any revisions.
 - (iii) If the review of the QA Plan by the Department is delayed beyond sixty (60) days after the QA Plan is received by the Department, through no fault of the Grantee, the Grantee shall have the option, after the QA Plan is approved, of requesting an extension in the term of the Grant for a time not to exceed the period of delayed review and approval. This option must be exercised at least sixty (60) days prior to the current termination date of the Grant. The Department shall then determine whether the request for an extension is allowed.
 - (iv) If any significant changes in sampling project design, changes in the project analyte list, changes in procedures or test methods, changes in equipment, or changes in key personnel occur, the Grantee shall submit appropriate revisions of the QA Plan to the DEP Grant Manager for review in writing. The proposed revisions may not be implemented until they have been approved (or conditionally approved) by the DEP Grant Manager. If the Grantee fails to submit the required revisions, the DEP Grant Manager may suspend or terminate the Grant per the remedies included in the Grant.

Performance Standard: The Department's Grant Manager will review the Draft QAPP for compliance with this Agreement and the quality assurance requirements to ensure sufficient monitoring is planned to measure project effectiveness and provide comments to the Grantee as needed prior to Final QAPP submittal.

Deliverable 1b: Final QAPP

The Final Department-approved QAPP will be submitted electronically in PDF format to the Department's Grant Manager. Upon request, the Grantee will provide a paper copy of the Final QAPP to the Department's Grant Manager.

Performance Standard: The Department's Grant Manager will review the Final QAPP to ensure that draft comments have been incorporated and the Final QAPP is in compliance with this Agreement and the quality assurance requirements. Upon review and written approval by the Department's Grant Manager of the Final QAPP, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement upon completion of the task and Department approval of all associated task deliverables.

Task #2: WWTF Sampling and Bench-testing

Task Description: The Grantee will conduct bench-scale testing of selected WWTF process streams to establish ferrate chemical dosage and solids handling requirements for the pilot-scale treatment system demonstration. One influent and one effluent sampling event that tests for identical CEC parameters will be completed concurrently for each of the four WWTF process streams for a total of 8 CEC samples, plus a single equipment blank. “Influent” process stream samples will include 1- raw wastewater collected at the Headworks, 2- Waste Activated Sludge (WAS) collected from the WAS station, 3- filtered effluent collected before the Chlorine Contact Chamber, and 4- reclaimed water collected by the Reclaimed water (RCW) Effluent Pumps. Complementary “effluent” samples, following bench-scale Ferrate treatment, will be collected and tested for the same CECs. In addition to CEC testing, selected parameters including but not limited to temperature, pH, Dissolved Oxygen, Chemical Oxygen Demand, and nutrients (Nitrogen and Phosphorus) will be tested from the same samples. The Grantee will complete sampling for bench-testing during two consecutive months. Coordinating sample collection will be efficient and provide additional water quality data for consideration.

Deliverable 2: The Grantee will submit:

- 1) Copy of written approval to sample at the WWTF,
- 2) Results from bench testing and the dosage for the chemical treatment as well as solid handling requirements,
- 3) Summary of completed monitoring activities (dates completed, sampling conducted) and any not conducted and why, monitoring results along with interpretation of those results (as expected or not as expected) electronically, along with the draft or final (when submitting final request) laboratory report and sampling logs (must have field and weather data if applicable) to the Department’s Grant Manager. Upon request, the Grantee will provide a paper copy or copies to the Department’s Grant Manager.

Performance Standard: The Department’s Grant Manager will review the monitoring results for completion and compliance with QAPP requirements. Upon review and written acceptance by the Department’s Grant Manager of all deliverables under this task, the Grantee may proceed with payment request submittal.

Additional Financial Consequences: Costs for any monitoring that is not completed as outlined in the Department-approved QAPP may be discounted if included in the payment request.

Payment Request Schedule: The Grantee may submit a payment request no more frequently than monthly for cost reimbursement and written Department approval of all associated task deliverables.

Task #3: Permitting, Planning and Design of Treatment System

Task Description: The Grantee will submit a Basis of Design Technical Memorandum (BODTM). The BODTM will use the Task 2 bench-testing influent and effluent water quality results and associated chemical dosing data to design the mobile modular Ferrate treatment system. The BODTM will include equipment selection, sizing, and layout. In addition to the treatment system, the BODTM will present pilot test locations, and the facilities needed to conduct the pilot tests in those locations. The Grantee will obtain required local, municipal, state, and federal permits as necessary.

Planning will involve coordination with WWTF staff for pilot test locations. The mobile modular Ferrate treatment system will then be designed to meet the treatment objectives and physical conditions required

to access the electric power on the WWTF site and continuous influent flow from the four process streams proposed for evaluation.

Deliverable 3a: Permitting

The Grantee will submit a list of all required permits identifying permit numbers, issue dates, and issuing authorities to the Department's Grant Manager. Upon request, the Grantee will provide copies of obtained permits or permit related correspondence or documentation.

Performance Standard:

The Department's Grant Manager will review the list of all issued permits to verify that it meets the specifications in the Grant Work Plan and this task description. Upon review and written acceptance of the list of all issued permits by the Department's Grant Manager, the Grantee may proceed with payment request submittal for costs associated with permitting.

Deliverable 3b: Planning and Design

The Grantee will submit an electronic copy of the final design, including professional certification(s) as applicable as well as BODTM.

Performance Standard:

The Department's Grant Manager will review the deliverables to verify that they meet the specifications in the Grant Work Plan and this task description. Upon review and written acceptance by the Department's Grant Manager of all deliverables under this task, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement upon completion of the task and Department approval of all associated task deliverables.

Contractor's Application and Certification for Payment should include the following supporting documentation:

1. An itemized summary of the materials, labor, and/or services utilized during the period for which payment is being requested.
2. The summary should identify the nature of the work performed; the amount expended for such work; the name of the person/entity providing the service or performing the work; proof of payment of the invoices; and evidence of all work conducted for which a request for payment is being made.
3. Evidence may include references to any drafts or partially complete designs, surveys, environmental documents and/or permit applications, drawings, and specifications (which must be made available upon request); and documentation demonstrating partial completion of construction activities.

Task #4: Mobilization, Site Preparation and System Set-up

Task Description: The Grantee will install and set up the Ferrate System at two (2) WWTF pilot testing sites (to be identified upon completion of Task 2). Work will include site preparation, equipment mobilization, on-site staging, and startup and shakedown of the demonstration equipment.

Deliverable 4: The Grantee will submit the following to the Department's Grant Manager:

- 1) Provide a map of pilot testing sites as identified in Task 3.
- 2) Date-stamped color photographs prior to, during, and immediately following completion of this task,
- 3) Signed acceptance of the completed work by the Grantee,

Upon request, the Grantee will provide a paper copy or copies to the Department's Grant Manager.

Performance Standard: The Department's Grant Manager will review the deliverable to verify that they meet the specifications in the Grant Work Plan and this task description, and that work is being performed in accordance with the Grantee's design documents. Upon review and written acceptance by the Department's Grant Manager of all deliverables under this task, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement upon completion of the task and Department approval of all associated task deliverables.

Task #5: Operations and Monitoring

Task Description: The Grantee will complete the monitoring of influent and effluent samples from the mobile modular Ferrate treatment system at those two (2) locations where bench-testing indicated optimal performance. The Grantee will test the Ferrate treatment system for two weeks at each of the two (2) selected locations. The Grantee will conduct a total of eight (8) sampling events including influent and effluents samples during each of the two (2) pilot tests for a total of 16 samples tested during the pilot test plus eight (8) equipment blanks. Monitoring will be conducted in accordance with the Department-approved QAPP for this project.

Deliverable 5: The Grantee will submit a summary of completed monitoring activities (dates completed, sampling conducted) and any not conducted and why, monitoring results along with interpretation of those results (as expected or not as expected) electronically, along with the draft or final (when submitting final request) laboratory report and sampling logs (must also have field and weather data) to the Department's Grant Manager. Upon request, the Grantee will provide a paper copy or copies to the Department's Grant Manager.

Performance Standard: The Department's Grant Manager will review the monitoring results for completion and compliance with QAPP requirements. Upon review and written acceptance by the Department's Grant Manager of all deliverables under this task, the Grantee may proceed with payment request submittal.

Additional Financial Consequences: Costs for any monitoring that is not completed as outlined in the Department-approved QAPP may be discounted if included in the payment request.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement upon completion of the task and Department approval of all associated task deliverables.

Task #6: Decommissioning and Site Restoration

Task Description: The Grantee will start the decommissioning and site restoration activities once the monitoring phase has been completed. The Ferrate system will be deconstructed and transported off-site in accordance with the final design(s) and required permits. A Site Close-out Inspection will be conducted with staff from the City of Zephyrhills to confirm that all equipment has been removed from the site and the site conditions have been returned, as closely as practical, to pre-work conditions.

Deliverable 6: Decommissioning and site restoration deconstruction completed to date as described in this task, as evidenced by:

- 1) Signed acceptance of the completed decommissioning work by the Grantee,
- 2) Contractor's Application and Certification for Payment, and
- 3) Date-stamped color photographs of before, during, and after site restoration.

Performance Standard: The Department's Grant Manager will review the deliverables to verify that they meet the specifications in the Grant Work Plan, this task description, and that work is being performed in

accordance with the Grantee's design documents. Upon review and written acceptance by the Department's Grant Manager of all deliverables under this task, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement upon completion of the task and Department approval of all associated task deliverables.

Task #7: Final Report

Task Description: The Grantee will prepare a Final Report summarizing the results of the project, including all tasks in the Grant Work Plan. The Final Report must include at a minimum:

- A 1-2 page executive summary which will include a brief introduction, the purpose of the study, the Grantee's findings, recommendations, the limitations of the Grantee's report, any implementation guidelines or procedures, and a conclusion.
- Project location and background, project description and timeline, grant award amount and anticipated benefits.
- Financial summary of actual costs versus the budget, along with any changes required to the budget. Include any match or locally pledged contributions provided, along with other related project work performed outside of this Agreement to identify the overall project cost.
- Discussion of project schedule versus actual completion, including changes required to the schedule, unexpected site conditions and adjustments, significant unexpected delays and corrections, and/or other significant deviations from the original project plan.
- Summary of activities completed as well as those not completed and why, as well as a brief summary of any additional phases yet to be completed.
- Photo documentation of work performed (before, during and after), appropriate figures (site location, site plan[s], etc.), appropriate tables summarizing data/information relevant to Grant Work Plan tasks, and appropriate attachments relevant to the project.
- Discussion of whether the anticipated benefits have been/will be realized (e.g., why a Best Management Practice (BMP) approach did or did not exceed the expected removal efficiency).
- Summary of monitoring activities completed and any not completed and why, monitoring results, and an interpretation of data based on planned versus realized results.
- A Techno-Economic Analysis (TEA) to evaluate the economic performance of the technology.

The Grantee has the option to provide the Department with a virtual presentation (Microsoft Teams) or an in-person presentation of their Final Report. The Grantee will notify the Department's Grant Manager of their decision prior to their submission of the Final Report. Please note that travel expenses for the in-person presentation are not reimbursable or allowable. The presentation will be no more than 60 minutes and will have sufficient time for questions and answers.

Deliverable 7a: Draft Final Report

The Grantee will submit an electronic copy of the draft Final Report in Word format to the Department's Grant Manager for review prior to submission of the Final Report. Upon request, the Grantee will provide a paper copy of the draft Final Report.

Performance Standard: The Department's Grant Manager will review the submitted draft Final Report to verify that it meets the specifications in the Grant Work Plan and this task description and provide any comments to the Grantee for incorporation into the Final Report.

Deliverable 7b: Final Report

The Grantee will submit an electronic copy of the Final Report in PDF format submitted to the Department's Grant Manager for review and approval. Upon request, the Grantee will provide a paper copy of the Final Report.

Performance Standard: The Department's Grant Manager will review the submitted Final Report to verify Department comments and changes have been incorporated and meet the terms of this Agreement and Task description.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement upon completion of the task and Department approval of all associated task deliverables.

Deliverable 7c: Final Report Presentation

The Grantee will submit an electronic copy of the Final Report Presentation no later than five (5) business days prior to presentation day. Upon request, the Grantee will provide a paper copy of the Final Report Presentation.

Performance Standard: Upon completion of the presentation of the Final Report and written approval by the Department's Grant Manager of the Final Report Presentation, the Grantee may proceed with payment request submittal for this task.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement upon completion of the task and Department approval of all associated task deliverables.

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PROJECT TIMELINE: The tasks must be completed by the corresponding task end date and all deliverables must be received by the designated due date.

Task/ Deliverable No.	Task or Deliverable Title	Task Start Date	Task End Date	Deliverable Due Date/ Frequency
1	Quality Assurance Project Plan (QAPP)	Upon Execution	6 Months After Execution	
1a	Draft QAPP			2 Months Before The Task End Date
1b	Final QAPP			A Month Before The Task End Date
2	WWTF Sampling and Bench-testing	04/15/25	08/15/25	<i>Monthly</i>
3	Permitting, Planning and Design	Upon Execution	09/15/25	
3a	Permitting			01/01/25
3b	Planning and Design			09/15/25
4	Mobilization, Site Preparation and System Set-up	02/15/26	03/15/26	
5	Operations and Monitoring	03/15/26	08/01/26	<i>Monthly</i>
6	Decommissioning and Site Restoration	09/01/26	09/15/26	
7	Final Report	07/01/26	02/01/27	
7a	Draft Final Report			10/01/26
7b	Final Report			12/01/26
7c	Final Report Presentation			01/31/27

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PROJECT BUDGET DETAIL & SUMMARY BY TASK: Cost reimbursable grant funding must not exceed the category totals for the project as indicated below.

Task No.	Budget Category	Budget Amount (Not to Exceed)
1-7	Contractual Services	\$240,000.00

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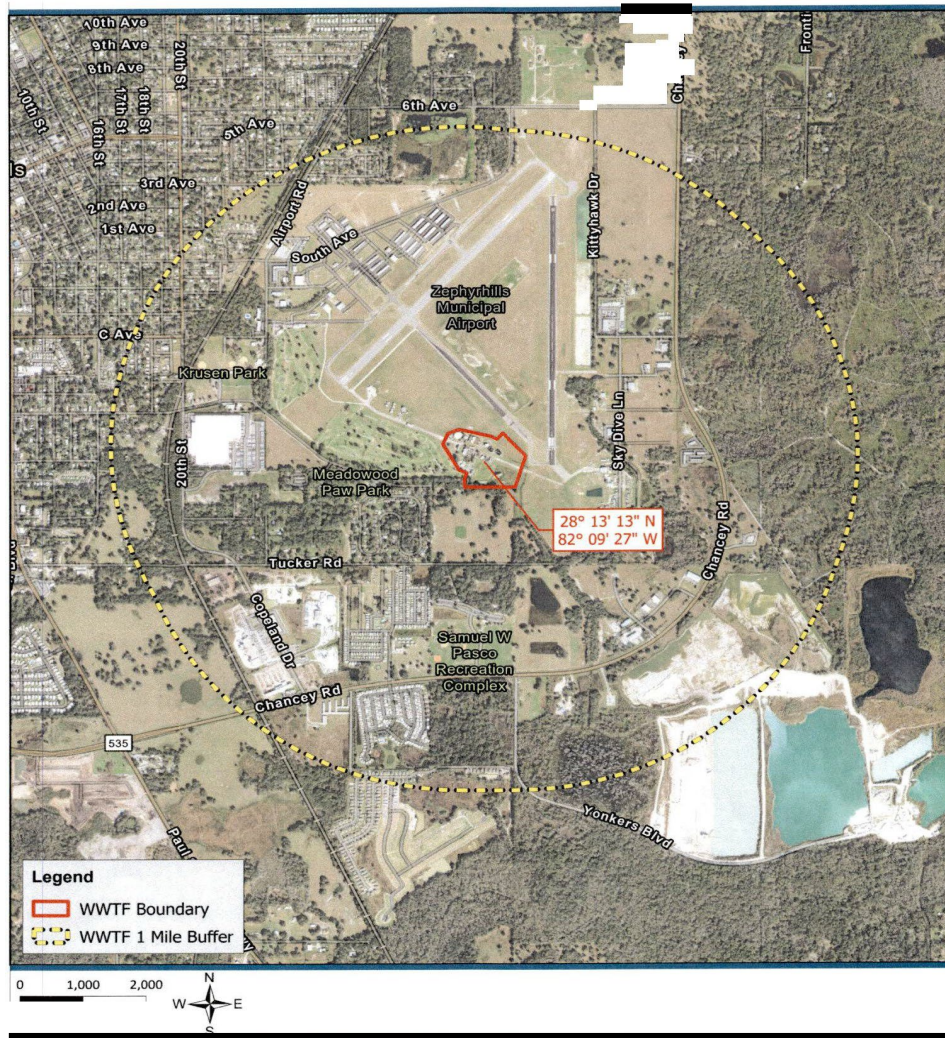


Figure 1. City of Zephyrhills WWTF Location.



Figure 2. City of Zephyrhills WWTreatment Plant Treatment Process Description.

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

Attachment 4

1. Public Records.

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

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

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

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

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

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

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

Attachment 5

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

MONITORING

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

AUDITS

PART I: FEDERALLY FUNDED

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

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

Attachment 5

1 of 7

PART II: STATE FUNDED

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

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

PART III: OTHER AUDIT REQUIREMENTS

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

PART IV: REPORT SUBMISSION

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

By Mail:

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

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

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

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

By Mail:

Audit Director

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

Electronically:

FDEPSingleAudit@dep.state.fl.us

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

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

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

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

By Mail:

Audit Director

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

Electronically:

FDEPSingleAudit@dep.state.fl.us

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

Attachment 5

3 of 7

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

PART V: RECORD RETENTION

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

EXHIBIT – 1

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

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

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

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

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

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

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

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

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year ¹	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
INW03	Florida Department of Environmental Protection	2023-2024	37.103	Innovative Technologies	\$240,000	140895
State Program B	State Awarding Agency	State Fiscal Year ²	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	\$240,000.00	
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Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [<https://sam.gov/content/assistance-listings>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]). The

¹ Subject to change by Change Order.

² Subject to change by Change Order.

services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
PROGRAM-SPECIFIC REQUIREMENTS
FOR THE HARMFUL ALGAL BLOOM (HAB) INNOVATIVE TECHNOLOGY GRANT PROGRAM**

ATTACHMENT 6

1. Definitions: None.
2. The Grantee acknowledges that receipt of this grant does not imply nor guarantee that a federal, state or local permit will be issued for a particular activity. Further, the Grantee agrees to ensure that all necessary permits are obtained prior to implementation of any Agreement activity that may fall under the applicable federal, state or local laws.
3. The Grantee acknowledges that any purchases made by the Grantee before the Standard Grant Agreement was signed by all parties are not guaranteed cost reimbursement by the Department.
4. The Grantee acknowledges that the Department will not reimburse expenses associated with the obtainment of patents, the publishing of research or scientific papers, the preparation of posters or other media, and/or the presentation of the research at professional or scientific forums.
5. The Grantee will administer a Microsoft PowerPoint presentation of project scope, summaries of activities and monitoring completed and not completed, key findings, lessons learned, and implications upon the conclusion of their research if requested by the Department. This presentation may be presented virtually, or in-person based on the Grantee's preference; however, travel costs for in-person presentations are not reimbursable and will be at the Grantee's expense. If presented in-person, the presentation will be given at the Marjorie Stoneman Douglas Building at 3900 Commonwealth Avenue, Tallahassee, FL. Another location may be selected if agreed to by the Department. Prior to the presentation, the Grantee will provide read-ahead copies of the slides no later than five business days before the presentation. The presentation will be of sufficient duration to adequately present the elements described above and will typically last about 50 minutes with at least 10 additional minutes allocated for questions and answers. The Department must provide the Grantee at least a 30-day notice of their interest in receiving the presentation with the presentation administered as part of Task 6. The reimbursement for expenses incurred in the preparation and delivery of this presentation will be included within the Task #6: Final Report invoices.
6. Grantee's subcontractors will be selected in compliance with state law through a competitive process or sole source.
7. The Grantee is fully responsible for satisfying the terms and conditions of this Agreement and cannot delegate any of those responsibilities to any subcontractors or authorize subcontractors to directly communicate or liaise with the Department without their inclusion and participation in said communications.
8. The Grantee acknowledges that the Department requires samples collected during research must be processed in National Environmental Laboratory Accreditation Conference (NELAC) certified laboratories and has factored the expenses associated with the utilization of such a laboratory within their Budget-Cost Analysis Form and Grant Work Plan.

Attachment 6, DEP Agreement#: INW03

1 of 2

9. The Grantee acknowledges that the Department's contractual boilerplate language for grant work plans, quality assurance project plans (QAPP), deliverable templates and other contractual documentation is not subject to applicant-initiated changes or modifications.
10. After entering into this Agreement, the Grantee acknowledges the requirement to submit a scientifically rigorous QAPP compliant with the Department's template for those grants involving the collection and analyses of samples. The Grantee will have up to three opportunities to submit a QAPP acceptable to the Department and must conform to this plan for the duration of the agreement.
11. The Grantee acknowledges that the grant will be for cost reimbursement; advance payment is not authorized.
12. Equipment, software and software license purchases necessary for the project will be reviewed and approved at the Department's discretion on a limited case-by-case basis (rental and lease of equipment is acceptable).
13. The Grantee acknowledges that the final report will be formatted to satisfy Section 508 of the Rehabilitation Act of 1973 Federal Law requirements to make the information in the report accessible to people with disabilities and permit posting of this report on the Department's website.
14. The Grantee acknowledges that the formulas and format contained within the Department's Budget Cost Analysis form is not subject to applicant-initiated changes or modifications without obtaining written approval from the Department.
15. The Grantee acknowledges that the maximum indirect rate applied to the grant cannot exceed 15% of the total funding request.
16. The Grantee acknowledges that the Fringe benefits expenses must be shown separately on the Department's Budget Cost Analysis form and cannot be lumped within the Salary/Hourly expenses.
17. The Grantee acknowledges that Fringe benefits may not be included in the calculation for indirect costs. Salary and all other approved allowable categories as shown in the Budget Cost Analysis may be included in the calculation.
18. The Grantee acknowledges that any Salary expenditure will be calculated as hourly rates and will provide verifiable supporting documentation via timesheets or other approved documentation as determined by the Department.

DEPARTMENT OF ENVIRONMENTAL PROTECTION
Progress Report Form

Exhibit A

DEP Agreement No.:	INW03		
Grantee Name:	City of Zephyrhills		
Grantee Address:			
Grantee's Grant Manager:		Telephone No.:	
Reporting Period:			
Project Number and Title:	INW03: Pilot Testing of Innovative Ferrate Treatment Process for Reduction of Contaminants of Emerging Concern Discharging To and From the City of Zephyrhills WWTF		
Provide the following information for all tasks and deliverables identified in the Grant Work Plan: a summary of project accomplishments for the reporting period; a comparison of actual accomplishments to goals for the period; if goals were not met, provide reasons why; provide an update on the estimated time for completion of the task and an explanation for any anticipated delays and identify by task. NOTE: Use as many pages as necessary to cover all tasks in the Grant Work Plan. <u>The following format should be followed:</u> Task 1: Progress for this reporting period: Identify any delays or problems encountered:			

This report is submitted in accordance with the reporting requirements of DEP Agreement No. INW03 and accurately reflects the activities associated with the project.

Signature of Grantee's Grant Manager

Date

Exhibit C
PAYMENT REQUEST SUMMARY FORM

DEP Agreement No.: INW03 Agreement Effective Dates: _____

Grantee: City of Zephyrhills Grantee's Grant Manager: _____

Mailing Address: _____

Payment Request No. _____ Date of Payment Request: _____

Performance Period (Start date – End date): _____

Task/Deliverable No(s). _____ Task/Deliverable Amount Requested: \$ _____

GRANT EXPENDITURES SUMMARY SECTION

CATEGORY OF EXPENDITURE <i>(As authorized)</i>	AMOUNT OF THIS REQUEST	TOTAL CUMULATIVE PAYMENT REQUESTS	MATCHING FUNDS FOR THIS REQUEST	TOTAL CUMULATIVE MATCHING FUNDS
Salaries/Wages	N/A	N/A	\$N/A	\$N/A
Fringe Benefits	N/A	N/A	\$N/A	\$N/A
Indirect Cost	N/A	N/A	\$N/A	\$N/A
Contractual (Subcontractors)	\$	\$	\$N/A	\$N/A
Travel	\$ N/A	N/A	\$N/A	\$N/A
Equipment (Direct Purchases)	\$ N/A	N/A	\$N/A	\$N/A
Rental/Lease of Equipment	\$ N/A	N/A	\$N/A	\$N/A
Miscellaneous/Other Expenses	\$ N/A	N/A	\$N/A	\$N/A
Land Acquisition	\$ N/A	N/A	\$N/A	\$N/A
TOTAL AMOUNT	\$	\$	\$N/A	\$N/A
TOTAL TASK/DELIVERABLE BUDGET AMOUNT	\$		\$N/A	
Less Total Cumulative Payment Requests of:	\$		\$N/A	
TOTAL REMAINING IN TASK	\$		\$N/A	

GRANTEE CERTIFICATION

Complete Grantee's Certification of Payment Request on Page 2 to certify that the amount being requested for reimbursement above was for items that were charged to and utilized only for the above cited grant activities.

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

This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where there is a valid

waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.

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

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

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

-REMAINDER OF PAGE INTENTIONALLY LEFT BLANK-

Grantee's Certification of Payment Request

I, _____, on behalf of

(Print name of Grantee's Grant Manager designated in the Agreement)

_____, do hereby certify for

(Print name of Grantee/Recipient)

DEP Agreement No. _____ and Payment Request No. _____ that:

- ☒ The disbursement amount requested is for allowable costs for the project as described in Attachment 3 of the Agreement.
- ☒ All costs included in the amount requested have been satisfactorily purchased, performed, received, and applied toward completing the project; such costs are documented by invoices or other appropriate documentation as required in the Agreement.
- ☒ The Grantee has paid such costs under the terms and provisions of contracts relating directly to the project; and the Grantee is not in default of any terms or provisions of the contracts.

Check all that apply below:

- ☐ All permits and approvals required for the construction, which is underway, have been obtained.
- ☐ Construction up to the point of this disbursement is in compliance with the construction plans and permits.
- ☐ The Grantee's Grant Manager relied on certifications from the following professionals that provided services for this project during the time period covered by this Certification of Payment Request, and such certifications are included:

Professional Service Provider (Name / License No.) Period of Service (mm/dd/yy – mm/dd/yy)

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Grantee's Grant Manager Signature

Grantee's Fiscal Agent Signature

Print Name

Print Name

Telephone Number

Telephone Number

INSTRUCTIONS FOR COMPLETING PAYMENT REQUEST SUMMARY FORM

DEP AGREEMENT NO.: This is the number on your grant agreement.

AGREEMENT EFFECTIVE DATES: Enter agreement execution date through end date.

GRANTEE: Enter the name of the grantee's agency.

GRANTEE'S GRANT MANAGER: This should be the person identified as grant manager in the grant Agreement.

MAILING ADDRESS: Enter the address that you want the state warrant sent.

PAYMENT REQUEST NO.: This is the number of your payment request, not the quarter number.

DATE OF PAYMENT REQUEST: This is the date you are submitting the request.

PERFORMANCE PERIOD: This is the beginning and ending date of the performance period for the task/deliverable that the request is for (this must be within the timeline shown for the task/deliverable in the Agreement).

TASK/DELIVERABLE NO.: This is the number of the task/deliverable that you are requesting payment for and/or claiming match for (must agree with the current Grant Work Plan).

TASK/DELIVERABLE AMOUNT REQUESTED: This should match the amount on the "TOTAL TASK/DELIVERABLE BUDGET AMOUNT" line for the "AMOUNT OF THIS REQUEST" column.

GRANT EXPENDITURES SUMMARY SECTION:

"AMOUNT OF THIS REQUEST" COLUMN: Enter the amount that was expended for this task during the period for which you are requesting reimbursement for this task. This must agree with the currently approved budget in the current Grant Work Plan of your grant Agreement. Do not claim expenses in a budget category that does not have an approved budget. Do not claim items that are not specifically identified in the current Grant Work Plan. Enter the column total on the "TOTAL AMOUNT" line. Enter the amount of the task on the "TOTAL TASK BUDGET AMOUNT" line. Enter the total cumulative amount of this request **and** all previous payments on the "LESS TOTAL CUMULATIVE PAYMENT REQUESTS OF" line. Deduct the "LESS TOTAL CUMULATIVE PAYMENT REQUESTS OF" from the "TOTAL TASK BUDGET AMOUNT" for the amount to enter on the "TOTAL REMAINING IN TASK" line.

"TOTAL CUMULATIVE PAYMENT REQUESTS" COLUMN: Enter the cumulative amounts that have been requested to date for reimbursement by budget category. The final request should show the total of all requests; first through the final request (this amount cannot exceed the approved budget amount for that budget category for the task you are reporting on). Enter the column total on the "TOTALS" line. **Do not enter anything in the shaded areas.**

"MATCHING FUNDS" COLUMN: Enter the amount to be claimed as match for the performance period for the task you are reporting on. This needs to be shown under specific budget categories according to the currently approved Grant Work Plan. Enter the total on the "TOTAL AMOUNT" line for this column. Enter the match budget amount on the "TOTAL TASK BUDGET AMOUNT" line for this column. Enter the total cumulative amount of this and any previous match claimed on the "LESS TOTAL CUMULATIVE PAYMENTS OF" line for this column. Deduct the "LESS TOTAL CUMULATIVE PAYMENTS OF" from the "TOTAL TASK BUDGET AMOUNT" for the amount to enter on the "TOTAL REMAINING IN TASK" line.

"TOTAL CUMULATIVE MATCHING FUNDS" COLUMN: Enter the cumulative amount you have claimed to date for match by budget category for the task. Put the total of all on the line titled "TOTALS." The final report should show the total of all claims, first claim through the final claim, etc. **Do not enter anything in the shaded areas.**

GRANTEE'S CERTIFICATION: Check all boxes that apply. Identify any licensed professional service providers that certified work or services completed during the period included in the request for payment. **Must be signed by both the Grantee's Grant Manager as identified in the grant agreement and the Grantee's Fiscal Agent.**

NOTES:

If claiming reimbursement for travel, you must include copies of receipts and a copy of the travel reimbursement form approved by the Department of Financial Services, Chief Financial Officer.

Documentation for match claims must meet the same requirements as those expenditures for reimbursement.

Exhibit D

Department of Environmental Protection Quality Assurance Requirements for Grants Standard Field & Lab Services

1. GENERAL REQUIREMENTS AND DEFINITIONS

- a. As applicable to the Scope of Services (i.e., scope of work, or grant work plan) described in the grant, the sampling, field testing and laboratory analyses performed under this Grant shall conform to the requirements set forth in Chapter 62-160, Florida Administrative Code (F.A.C.), and "Requirements for Field and Analytical Work Performed for the Department of Environmental Protection under Contract" (DEP-QA-002/02), February 2002.
- b. Hereinafter, "DEP" or "Department" refers to the Florida Department of Environmental Protection.
- c. "Grantee" shall refer to the grantee, subcontractors, subgrantees, or any entity procured to conduct work under the Grant.
- d. "Sample" and "sampling" refers to samples that shall be either collected or analyzed under the terms of this Grant.

2. REQUIREMENTS FOR LABORATORIES

- a. All applicable laboratory testing activities shall be performed by laboratories certified by the Florida Department of Health Environmental Laboratory Certification Program (DoH ELCP) for all applicable matrix/method/analyte combinations to be measured for this Grant. Laboratory certification requirements are described in [Rule 62-160.300](#), F.A.C. Certification is not required for laboratory tests outside of the scope of DoH ELCP accreditation as determined according to Paragraph 62-160.300(5)(c), F.A.C.
- b. For samples collected from a non-potable water matrix, the certification requirement is met if the laboratory is certified for the contracted analyte(s) in at least one method utilizing an analytical technology appropriate for the Grant, as determined by the Department according to Paragraph 62-160.300(1)(c), F.A.C.
- c. If the laboratory is not certified for some or all proposed test measurements, the laboratory shall apply for certification within one month of Grant execution. The laboratory shall attempt to become fully certified for all applicable matrix/method/analyte combinations to be performed for the Grant by maintaining active coordination with the DoH ELCP throughout the application process. Regardless of when the laboratory receives certification, the laboratory shall implement all applicable standards of the National Environmental Laboratory Accreditation Conference ([NELAC 2003 Quality Systems standards, as adopted](#)) upon Grant execution.
- d. Laboratories shall maintain certification as specified in item 2.a above during the life of the Grant. Should certification for an analyte or test method be lost, all affected tests shall be immediately sub-contracted to a laboratory with current DoH ELCP certification in the appropriate matrix/method/analyte combination(s). The Grantee shall notify the DEP Grant Manager in writing before any change to a sub-contracted laboratory is made.
- e. The DoH ELCP certificate number (certified laboratory identification number) for each contracted (and sub-contracted) laboratory shall be listed in the required Grant Quality Assurance (QA) Plan (see Section 6 below) in association with the analytical tests to be performed by each laboratory analyzing samples for the Grant.

Exhibit D, DEP Grant #: INW03

1 of 6

- f. Each certified laboratory analyzing contracted samples shall ensure that an acceptable demonstration of capability (DOC) is performed as described in the [2003 NELAC Quality Systems](#) standards (NELAC 2003, Section 5.5.4.2.2 and Appendix C). In addition, each certified laboratory that performs any of the proposed matrix/method/analyte combination(s) approved for the Grant shall have the requisite DOC documentation and supporting laboratory records on file for the applicable combinations. The DOCs performed shall meet the requirements for precision, accuracy, method detection limit (MDL) and/or practical quantitation limit (PQL), as specified in each applicable laboratory test method, Standard Operating Procedure (SOP) or Quality Manual, or as listed in the Grant QA Plan (Section 6, below). Alternative limits for detection and quantitation other than MDL and PQL shall be determined, if applicable to the laboratory. DOCs performed for the contracted analytes shall include any modifications to the test method or SOP that have been approved by DEP according to Subsection [62-160.330\(3\)](#), F.A.C., if applicable. If requested by the Department, documentation that supports the DOC for a specified analyte and test method shall be made available for review.
 - g. The contracted (and/or subcontracted) laboratory shall report PQLs and MDLs or other specified limits of detection and quantitation with the results of sample analyses. MDLs and/or PQLs shall only be required for test methods that are technically amenable to the determination of MDLs and/or PQLs. For those test methods where the determination of MDLs and/or PQLs are not technically feasible, the laboratory shall report a value or increment representing the lower limit of the working range of the test method, however determined by the laboratory. The laboratory shall indicate whether the reported limit represents a limit of detection or quantitation. In all cases, limits of detection and quantitation other than MDLs and PQLs shall be explicitly defined and evaluated by the laboratory. All limits shall be as listed in the applicable laboratory test method, SOP or Quality Manual, or as listed in the Grant QA Plan (Section 6, below). The reported MDLs and PQLs (or other limits per above) shall meet the analytical sensitivity and quantitation objectives for the Grant.
 - h. Additional laboratory quality control expectations:
 - (i) The selected laboratory test methods listed in the QA Plan shall provide results that meet applicable Grant data quality objectives.
 - (ii) All laboratory testing procedures shall follow the analytical methods as approved in the Grant QA Plan (see Section 6).
 - (iii) The laboratory shall adhere to the quality control requirements specified in the laboratory test methods and this Exhibit.
 - (iv) The laboratory shall calculate all sample results according to the procedures specified in the analytical test methods approved in the Grant QA Plan.
3. **FIELD ACTIVITIES**
- a. All sample collection and field testing activities shall be performed in accordance with the Department's "Standard Operating Procedures for Field Activities" ([DEP-SOP-001/01](#), January, 2017). The specific standard operating procedures (SOPs) to be used for this Grant shall be cited in the Grant QA Plan (see Section 6).
 - b. Field-Generated Quality Control (QC) Blanks are defined in DEP SOP [FQ 1000](#) (subparts FQ 1211 – FQ 1214) and shall be composed and analyzed for sample collection activities associated with this Grant according to the requirements of part FQ 1230 (sections 1. – 2.3.1), DEP SOP [FS 2100](#) (Part FS 2110, sec. 2.1.1.2) and/or DEP SOP FS 2400 (Part FS 2430, sec. 2.1.1.2), as applicable to the analytes and matrices to be collected using the sampling equipment specified in the Grant QA Plan (see Section 6 below).

Exhibit D, DEP Grant #: INW03

2 of 6

- (i) If an analyte detected in the sample is also found in any field-generated QC blank that is associated with the sample, the Grantee shall investigate and attempt to determine the cause of the QC blank contamination. If any contracted sample results are qualified as in (ii) below, the outcome of this investigation shall be reported to the DEP Grant Manager and shall include a discussion of the corrective measures taken to minimize future occurrences of QC blank contamination associated with the collection of samples for this Grant.
- (ii) If an analyte detected in the sample is also found in any field-generated QC blank that is associated with the sample, the analytical result reported for the affected sample shall be qualified as an estimated value, unless the analyte concentration in the blank is less than or equal to 10% of the reported sample concentration. The “G” data qualifier code shall be reported with the sample result for any blank concentration exceeding the above “10%” criterion for the affected analyte (see Table 1, Chapter 62-160, F.A.C.).

4. **REPORTING, DOCUMENTATION AND RECORDS RETENTION**

- a. Reporting, Documentation and Records Retention shall be in compliance with the provisions specified in the DEP Grant.
- b. Deliverable requirements for Reporting are further specified in DEP Grant Scope of Services.
- c. All laboratory and field records described or listed in Rules [62-160.240](#) and [62-160.340](#), F.A.C., shall be retained for a minimum of five years after the generation (or completion) of the records applicable to the Grant. Longer retention times as specified in the Grant shall supersede.
- d. All field and laboratory data and supporting information shall be reported for this Grant according to applicable requirements in Subsections 62-160.340(3) – (8), F.A.C.
- e. Any other documentation and reports associated with work performed for this Grant shall be likewise retained and shall include relevant information for the procedures described in Sections 2 and 3, above.
- f. Any documentation or reports specifically identified in this Grant as deliverable work products shall be retained as in 4.a., above.
- g. All field and laboratory records that are associated with work performed under this Grant shall be organized so that any information can be quickly and easily retrieved for inspection, copying or distribution.
- h. The Department reserves the right to request some or all of the laboratory or field information in an electronic format specified by the Department, as specified in the Grant and/or Scope of Services, and/or as described in the approved Grant QA Plan (see Section 6). Also, see Subsection k., below.
- i. Any certified laboratory reports issued for contracted sample analyses using certified methods shall be generated in accordance with NELAC Quality Systems requirements ([NELAC 2003](#), section 5.5.10).
- j. Upon request by the Department Grant Manager or as required by the Grant, copies of the original laboratory reports shall be submitted to the Department Grant Manager.
- k. In addition to any reports of sample results provided per Grant deliverable requirements and Subsections b., e., f. and g., above, the Grantee shall submit any of the laboratory information and/or records associated with the contracted analyses as described in this section (Section 4) upon request by DEP, including any of the following:
 - ▶ Laboratory sample identification (ID) and associated Field ID
 - ▶ Analytical/test method
 - ▶ Parameter/analyte name

Exhibit D, DEP Grant #: INW03

3 of 6

- ▶ Analytical result (including dilution factor)
 - ▶ Result unit
 - ▶ Applicable DEP Data Qualifier Codes per Table 1 of Rule [62-160.700](#), F.A.C.
 - ▶ Result comment(s) to include corrective/preventive actions taken for any failed QC measure (e.g., QC sample result, calibration failure) or other problem related to the analysis of the samples
 - ▶ Date and time of sample preparation (if applicable)
 - ▶ Date and time of sample analysis
 - ▶ Results of laboratory verification of field preservation of received samples
 - ▶ Sample matrix
 - ▶ DoH ELCP certification number for each laboratory (must be associated with the test results generated by each laboratory analyzing samples under this Grant)
 - ▶ MDL, Limit of Detection (LOD) or other defined limit of detection
 - ▶ PQL, Limit of Quantitation (LOQ) or other defined limit of quantification
 - ▶ Field and laboratory QC blank results:
 - Laboratory QC blank analysis results as required by the method and the NELAC Quality Systems standards (e.g., method blank)
 - Results for trip blanks, field blanks and equipment blanks, as applicable to the project and as specified in the QA Plan (see Section 6)
 - ▶ Results for field duplicates (or replicates)
 - ▶ Results for other QC and calibration verification results, as applicable to the specific test methods used for the contracted analyses:
 - Results of sample matrix spikes, laboratory duplicates or matrix spike duplicates
 - Results of surrogate spike analyses
 - Results of laboratory control samples (LCS)
 - Results of calibration verifications
 - Acceptance criteria used to evaluate each reported quality control measure
- l. Unequivocal documentation links between each reported laboratory quality control measure (e.g., QC blanks, matrix spikes, LCS, duplicates, calibration verification) and the associated sample result(s) shall be maintained for all contracted analyses.
- m. In addition to any field information provided per Grant deliverable requirements, and Subsections b., e., f. and g., above, the Grantee shall submit any of the field information and/or records associated with the contracted samples as described in this section (Section 4) upon request by DEP, including any of the following:
- ▶ Site name and location information
 - ▶ Field ID for each sample container and the associated analytes (test methods) for which the container was collected
 - ▶ Date and time of sample collection
 - ▶ Sample collection depth, if applicable
 - ▶ Sample collection method identified by the DEP SOP number, where applicable
 - ▶ If performed, indicate samples that were filtered
 - ▶ Field test measurement results:
 - DEP SOP number (FT-series), where applicable
 - Parameter name
 - Result
 - Result unit
 - Applicable Data Qualifier Codes per Table 1 of Rule 62-160.700, F.A.C.

Exhibit D, DEP Grant #: INW03

4 of 6

- ▶ Narrative comments providing explanations, descriptions and/or discussions of: field conditions impacting QC for sample collections, unacceptable field measurements, field-testing meter calibration verification failures, or other problems related to the sampling event, and corrective/preventive actions taken for the items noted (e.g., for blank contamination or meter calibration failure).
- n. The Department reserves the right to request some or all of the laboratory or field information in a format as specified in the Grant and/or Scope of Services, and/or as described in the approved QA Plan (see Section 6).

5. **AUDITS**

- a. **TECHNICAL AUDITS BY THE DEPARTMENT** – Pursuant to Rule 62-160.650, F.A.C., the Department may conduct audits of field and laboratory activities. In addition to allowing Department representatives to conduct onsite audits of contracted work in the field or at Grantee facilities, upon request by the Department, field and laboratory records pertinent to the contracted research as described per Section 4, above, shall be provided by the Grantee. If an audit by the Department results in a determination that the reported data are not usable for the purpose(s) of the Grant, do not meet the data quality objectives specified by the Grant, do not meet other applicable Department criteria described in the Grant, its exhibits, the QA Plan (see Section 6) or these QA Requirements, do not meet applicable data validation criteria outlined in Rule 62-160.670, F.A.C., or are not otherwise suitable for the intended use of the data (however applicable), the DEP Grant Manager shall pursue remedies available to the Department pursuant to the terms of the Grant.
- b. **PLANNING REVIEW TECHNICAL AUDITS** –
 - (i) **Initial:** The Grantee shall review the Grant QA Plan (see Section 6) relative to the completed field and laboratory activities to determine if data quality objectives are being met, identify any improvements to be made to project activities, and refine the sampling and/or analytical design or schedule, if applicable. A summary of the review, including any corrective action plans or amendments to the Grant QA Plan, shall be sent to the DEP Grant Manager, and a copy of all submitted documents shall be maintained with the permanent project records.
 - (ii) **Ongoing:** Planning reviews as described in subsection (i) above shall occur after the initial planning review audit for the remainder of the Grant, as specified in the Scope of Services.
 - (iii) **Statements of Usability:** Initial and ongoing Planning Review Technical Audits described in (i) and (ii) above shall include statements about data usability relative to the Grant data quality objectives and any data quality indicators that may be specified in the Grant, its exhibits, the QA Plan (see Section 6), or these QA Requirements. This usability determination shall take into account all applicable data quality acceptance and usability criteria for quality control and environmental sample results for the Grant, as specified in the procedures, test methods, QA Plan, Quality Manual(s), other Grant exhibits, or these QA Requirements.
 - (iv) Initial and ongoing reviews and summaries shall be completed within timeframes specified in the Grant Scope of Services.
- c. **QUALITY SYSTEMS AUDITS** – The Grantee shall ensure that any required laboratory and field quality system audits are performed according to the respective Quality Manuals or other relevant internal quality assurance documents for each entity performing work under the Grant. The results of these audits shall be documented in the Grantee's records. Copies of the above audit reports or results shall be provided to the DEP Grant Manager upon request. Copies of audit records for internal audits conducted per DEP

Exhibit D, DEP Grant #: INW03

5 of 6

SOP [FA 1000](#) (subpart FA 4200) or NELAC Quality Systems requirements ([NELAC 2003](#), section 5.4.13) shall be similarly provided upon request.

6. **QUALITY ASSURANCE PLAN**

- a. The Grantee shall submit a Quality Assurance (QA) Plan for the Grant to the DEP Grant Manager, as specified in the Grant Scope of Services. The Standard QA Plan Template may be used to capture all required elements in the Plan.
- b. The DEP Grant number shall appear on the title page of the submitted QA Plan. The Department shall review and either approve the QA Plan or provide comments to the Grantee as to why the QA Plan is not approved, within timeframes specified in the Grant Scope of Services. If further revisions are needed, the Grantee shall respond within timeframes specified in the Grant Scope of Services. The Department shall respond to all revisions to the QA Plan within timeframes specified in the Grant Scope of Services.
- c. Work may not begin for specific Grant tasks until approval (or conditional approval) has been received by the Grantee from the DEP Grant Manager. Sampling and analysis for the Grant may not begin until the QA Plan has been approved (or conditionally approved).
- d. Once approved, the Grantee(s) shall follow the procedures and methods described in the approved QA Plan and any other relevant quality assurance documents, including, but not limited to:
 - ▶ Ensuring that all stated quality control measures are collected, analyzed and evaluated for acceptability;
 - ▶ Using only the protocols approved in the QA Plan; and
 - ▶ Using only the equipment approved in the QA Plan.

If any significant changes occur in sampling project design, project analyte list, procedures or test methods, equipment, or key personnel, the Grantee shall submit appropriate revisions of the QA Plan to the DEP Grant Manager for review, within timeframes specified in the Grant Scope of Services. The proposed revisions may not be implemented until they have been approved (or conditionally approved) by the DEP Grant Manager, as documented through written or electronic correspondence.

EXHIBIT I - FORCED LABOR ATTESTATION FORM

**State of Florida
Department of Environmental Protection
Forced Labor Attestation Form**

This form must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a Governmental Entity.

I, City of Zephyrhills, hereby attest under penalty of perjury that does not engage in the use of coercion for labor or services as defined in the relevant section of the regulations.

This attestation is made in accordance with the requirements outlined in section 787.06, F.S., which mandates that upon execution, renewal, or extension of a contract between a nongovernmental entity and a governmental entity, the nongovernmental entity must provide an affidavit signed by an officer or representative attesting to the absence of coercion for labor or services.

I affirm that the information provided in this affidavit is true and accurate to the best of my knowledge.

Printed Name:

Title:

Signature:

Date:

CONSENT ITEMS 1.4

Public Transportation Grant Agreement Wetland Mitigation - Florida Department of Transportation

Issue:

SWFWMD requirement for continued planting and motoring services for the wetland mitigation ponds.

Background:

This project consists of on going requirements within the construction Phase Services for Runway 1/19 extension project in Conformance with the FAA AC 150/5300-13A located at the Zephyrhills Municipal Airport. This is a requirement of SWFWMD.

Attachment(s):

1. FM 454794 Wetland Mitigation PTGA

Fiscal Impact:

Budgeted in FY 2025

Staff Recommendation:

Staff recommends City Councils consideration for approval.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

PUBLIC TRANSPORTATION
GRANT AGREEMENTForm 725-000-01
STRATEGIC
DEVELOPMENT
OGC 10/24

Financial Project Number(s): (item-segment-phase-sequence) 454794-1-94-01	Fund(s): Work Activity Code/Function: 215 Federal Award Identification Number (FAIN) – Transit only: N/A	DDR Federal Award Date: N/A Agency UEI Number:	FLAIR Category: 088719 Object Code: 751000 Org. Code: 55072020728 Vendor Number: VF596000455005
Contract Number: G3888	Federal Award Date: N/A		
CFDA Number: N/A	Agency UEI Number:		
CFDA Title: N/A			
CSFA Number: 55.004			
CSFA Title: Aviation Grant Program			

THIS PUBLIC TRANSPORTATION GRANT AGREEMENT ("Agreement") is entered into _____, by and between the State of Florida, Department of Transportation, ("Department"), and City of Zephyrhills, ("Agency"). The Department and the Agency are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties."

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

- 1. Authority.** The Agency, by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D", Agency Resolution** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf. The Department has the authority pursuant to Section(s) 332.007, Florida Statutes, to enter into this Agreement.
- 2. Purpose of Agreement.** The purpose of this Agreement is to provide for the Department's participation in Wetland Mitigation Monitoring and Restoration, as further described in **Exhibit "A", Project Description and Responsibilities**, attached and incorporated into this Agreement ("Project"), to provide Department financial assistance to the Agency, state the terms and conditions upon which Department funds will be provided, and to set forth the manner in which the Project will be undertaken and completed.
- 3. Program Area.** For identification purposes only, this Agreement is implemented as part of the Department program area selected below (select all programs that apply):

- ☒ **Aviation**
- ☐ **Seaports**
- ☐ **Transit**
- ☐ **Intermodal**
- ☐ **Rail Crossing Closure**
- ☐ **Match to Direct Federal Funding** (Aviation or Transit)
- ☐ (Note: Section 15 and Exhibit G do not apply to federally matched funding)
- ☐ **Other**

- 4. Exhibits.** The following Exhibits are attached and incorporated into this Agreement:

- ☒ Exhibit A: Project Description and Responsibilities
- ☒ Exhibit B: Schedule of Financial Assistance
- ☐ *Exhibit B1: Deferred Reimbursement Financial Provisions
- ☐ *Exhibit B2: Advance Payment Financial Provisions
- ☐ *Exhibit B3: Alternative Advanced Pay (Transit Bus Program)
- ☒ *Exhibit C: Terms and Conditions of Construction
- ☒ Exhibit D: Agency Resolution
- ☒ Exhibit E: Program Specific Terms and Conditions
- ☒ Exhibit E1: Prohibition Based on Health Care Choices
- ☐ Exhibit E2: Exterior Vehicle Wrap, Tinting, Paint, Marketing and Advertising (Transit)

**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

- ☒ Exhibit F: Contract Payment Requirements
☒ *Exhibit G: Audit Requirements for Awards of State Financial Assistance
☐ *Exhibit H: Audit Requirements for Awards of Federal Financial Assistance
☐ *Exhibit I: Certification of Disbursement of Payment to Vehicle and/or Equipment Vendor
☐ *Additional Exhibit(s):

*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

5. Time. Unless specified otherwise, all references to “days” within this Agreement refer to calendar days.

6. Term of Agreement. This Agreement shall commence upon full execution by both Parties (“Effective Date”) and continue through June 30, 2028. If the Agency does not complete the Project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed prior to the Effective Date or after the expiration date of this Agreement will not be reimbursed by the Department.

a. ☐ If this box is checked the following provision applies:

Unless terminated earlier, work on the Project shall commence no later than the day of , or within days of the issuance of the Notice to Proceed for the construction phase of the Project (if the Project involves construction), whichever date is earlier. The Department shall have the option to immediately terminate this Agreement should the Agency fail to meet the above-required dates.

7. Amendments, Extensions, and Assignment. This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be renewed. This Agreement shall not be assigned, transferred, or otherwise encumbered by the Agency under any circumstances without the prior written consent of the Department.

8. Termination or Suspension of Project. The Department may, by written notice to the Agency, suspend any or all of the Department's obligations under this Agreement for the Agency's failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected.

a. Notwithstanding any other provision of this Agreement, if the Department intends to terminate the Agreement, the Department shall notify the Agency of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.

c. If the Agreement is terminated before performance is completed, the Agency shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department's maximum financial assistance. If any portion of the Project is located on the Department's right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Agency.

d. In the event the Agency fails to perform or honor the requirements and provisions of this Agreement, the Agency shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.

**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

- e. The Department reserves the right to unilaterally cancel this Agreement for failure by the Agency to comply with the Public Records provisions of Chapter 119, Florida Statutes.

9. Project Cost:

- a. The estimated total cost of the Project is \$50,000. This amount is based upon **Exhibit "B", Schedule of Financial Assistance**. The timeline for deliverables and distribution of estimated amounts between deliverables within a grant phase, as outlined in **Exhibit "B", Schedule of Financial Assistance**, may be modified by mutual written agreement of the Parties and does not require execution of an **Amendment to the Public Transportation Grant Agreement**. The timeline for deliverables and distribution of estimated amounts between grant phases requires an amendment executed by both Parties in the same form as this Agreement.
- b. The Department agrees to participate in the Project cost up to the maximum amount of \$40,000 and, the Department's participation in the Project shall not exceed 80.00% of the total eligible cost of the Project, and as more fully described in **Exhibit "B", Schedule of Financial Assistance**. The Agency agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits involved.

10. Compensation and Payment:

- a. **Eligible Cost.** The Department shall reimburse the Agency for allowable costs incurred as described in **Exhibit "A", Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**.
- b. **Deliverables.** The Agency shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A", Project Description and Responsibilities**. Modifications to the deliverables in **Exhibit "A", Project Description and Responsibilities** requires a formal written amendment.
- c. **Invoicing.** Invoices shall be submitted no more often than monthly by the Agency in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable, and verifiable deliverables as established in **Exhibit "A", Project Description and Responsibilities**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursement. Requests for reimbursement by the Agency shall include an invoice, progress report, and supporting documentation for the deliverables being billed that are acceptable to the Department. The Agency shall use the format for the invoice and progress report that is approved by the Department.
- d. **Supporting Documentation.** Supporting documentation must establish that the deliverables were received and accepted in writing by the Agency and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A", Project Description and Responsibilities** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F", Contract Payment Requirements**.
- e. **Travel Expenses.** The selected provision below is controlling regarding travel expenses:
- ☒ Travel expenses are NOT eligible for reimbursement under this Agreement.
- ☐ Travel expenses ARE eligible for reimbursement under this Agreement. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's

**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes, and the most current version of the Department's Disbursement Handbook for Employees and Managers.

- f. Financial Consequences.** Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes, or the Department's Comptroller under Section 334.044(29), Florida Statutes. If the Department determines that the performance of the Agency is unsatisfactory, the Department shall notify the Agency of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Agency shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Agency will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Agency will not be reimbursed. If the deficiency is subsequently resolved, the Agency may bill the Department for the amount that was previously not reimbursed during the next billing period. If the Agency is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

- g. Invoice Processing.** An Agency receiving financial assistance from the Department should be aware of the following time frames. Inspection or verification and approval of deliverables shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables are received, inspected or verified, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Agency. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices that have to be returned to an Agency because of Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agency who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

- h. Records Retention.** The Agency shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the Project records, together with supporting documents and records, of the Contractor and all subcontractors performing work on the Project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.
- i. Progress Reports.** Upon request, the Agency agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.

**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

- j. **Submission of Other Documents.** The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department may require as listed in **Exhibit "E", Program Specific Terms and Conditions** attached to and incorporated into this Agreement.
- k. **Offsets for Claims.** If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement that it has with the Agency owing such amount if, upon written demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- l. **Final Invoice.** The Agency must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- m. **Department's Performance and Payment Contingent Upon Annual Appropriation by the Legislature.** The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Agency. See **Exhibit "B", Schedule of Financial Assistance** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.
- n. **Limits on Contracts Exceeding \$25,000 and Term more than 1 Year.** In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:
- "The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."
- o. **Agency Obligation to Refund Department.** Any Project funds made available by the Department pursuant to this Agreement that are determined by the Department to have been expended by the Agency in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Agency files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.
- p. **Non-Eligible Costs.** In determining the amount of the payment, the Department will exclude all Project costs incurred by the Agency prior to the execution of this Agreement, costs incurred after the expiration of the Agreement, costs that are not provided for in **Exhibit "A", Project**

**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

Description and Responsibilities, and as set forth in **Exhibit “B”, Schedule of Financial Assistance**, costs agreed to be borne by the Agency or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangement that has not been approved in writing by the Department. Specific unallowable costs may be listed in **Exhibit “A”, Project Description and Responsibilities**.

11. General Requirements. The Agency shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

- a. **Necessary Permits Certification.** The Agency shall certify to the Department that the Agency’s design consultant and/or construction contractor has secured the necessary permits.
- b. **Right-of-Way Certification.** If the Project involves construction, then the Agency shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, even if no right-of-way is required.
- c. **Notification Requirements When Performing Construction on Department’s Right-of-Way.** In the event the cost of the Project is greater than \$250,000.00, and the Project involves construction on the Department’s right-of-way, the Agency shall provide the Department with written notification of either its intent to:
 - i. Require the construction work of the Project that is on the Department’s right-of-way to be performed by a Department prequalified contractor, or
 - ii. Construct the Project utilizing existing Agency employees, if the Agency can complete said Project within the time frame set forth in this Agreement.
- d. ☐ If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce.** In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).
- e. ☐ If this box is checked, then the Agency is permitted to utilize **Indirect Costs: Reimbursement for Indirect Program Expenses** (select one):
 - i. ☐ Agency has selected to seek reimbursement from the Department for actual indirect expenses (no rate).
 - ii. ☐ Agency has selected to apply a de minimus rate of 10% to modified total direct costs. Note: The de minimus rate is available only to entities that have never had a negotiated indirect cost rate. When selected, the de minimus rate must be used consistently for all federal awards until such time the agency chooses to negotiate a rate. A cost policy statement and de minimis certification form must be submitted to the Department for review and approval.
 - iii. ☐ Agency has selected to apply a state or federally approved indirect cost rate. A federally approved rate agreement or indirect cost allocation plan (ICAP) must be submitted annually.
- f. **Agency Compliance with Laws, Rules, and Regulations, Guidelines, and Standards.** The Agency shall comply and require its contractors and subcontractors to comply with all terms

**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

- g. Claims and Requests for Additional Work.** The Agency shall have the sole responsibility for resolving claims and requests for additional work for the Project. The Agency will make best efforts to obtain the Department's input in its decisions. The Department is not obligated to reimburse for claims or requests for additional work.

12. Contracts of the Agency:

- a. Approval of Third Party Contracts.** The Department specifically reserves the right to review and approve any and all third party contracts with respect to the Project before the Agency executes or obligates itself in any manner requiring the disbursement of Department funds, including consultant and purchase of commodities contracts, or amendments thereto. If the Department chooses to review and approve third party contracts for this Project and the Agency fails to obtain such approval, that shall be sufficient cause for nonpayment by the Department. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same. If Federal Transit Administration (FTA) funds are used in the Project, the Department must exercise the right to third party contract review.
- b. Procurement of Commodities or Contractual Services.** It is understood and agreed by the Parties hereto that participation by the Department in a project with the Agency, where said project involves the purchase of commodities or contractual services where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Section 287.017, Florida Statutes, is contingent on the Agency complying in full with the provisions of Section 287.057, Florida Statutes. The Agency's Authorized Official shall certify to the Department that the Agency's purchase of commodities or contractual services has been accomplished in compliance with Section 287.057, Florida Statutes. It shall be the sole responsibility of the Agency to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B", Schedule of Financial Assistance**, or that is not consistent with the Project description and scope of services contained in **Exhibit "A", Project Description and Responsibilities** must be approved by the Department prior to Agency execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department, in accordance with this Agreement.
- c. Consultants' Competitive Negotiation Act.** It is understood and agreed by the Parties to this Agreement that participation by the Department in a project with the Agency, where said project involves a consultant contract for professional services, is contingent on the Agency's full compliance with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Agency's Authorized Official shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.
- d. Disadvantaged Business Enterprise (DBE) Policy and Obligation.** It is the policy of the Department that DBEs, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement. The Agency and its contractors agree to ensure that DBEs have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBEs have the opportunity to compete for and perform contracts. The Agency and its contractors

**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

13. Maintenance Obligations. In the event the Project includes construction or the acquisition of commodities then the following provisions are incorporated into this Agreement:

- a. The Agency agrees to accept all future maintenance and other attendant costs occurring after completion of the Project for all improvements constructed or commodities acquired as part of the Project. The terms of this provision shall survive the termination of this Agreement.

14. Sale, Transfer, or Disposal of Department-funded Property:

- a. The Agency will not sell or otherwise transfer or dispose of any part of its title or other interests in real property, facilities, or equipment funded in any part by the Department under this Agreement without prior written approval by the Department.
- b. If a sale, transfer, or disposal by the Agency of all or a portion of Department-funded real property, facilities, or equipment is approved by the Department, the following provisions will apply:
 - i. The Agency shall reimburse the Department a proportional amount of the proceeds of the sale of any Department-funded property.
 - ii. The proportional amount shall be determined on the basis of the ratio of the Department funding of the development or acquisition of the property multiplied against the sale amount, and shall be remitted to the Department within ninety (90) days of closing of sale.
 - iii. Sale of property developed or acquired with Department funds shall be at market value as determined by appraisal or public bidding process, and the contract and process for sale must be approved in advance by the Department.
 - iv. If any portion of the proceeds from the sale to the Agency are non-cash considerations, reimbursement to the Department shall include a proportional amount based on the value of the non-cash considerations.
- c. The terms of provisions "a" and "b" above shall survive the termination of this Agreement.
 - i. The terms shall remain in full force and effect throughout the useful life of facilities developed, equipment acquired, or Project items installed within a facility, but shall not exceed twenty (20) years from the effective date of this Agreement.
 - ii. There shall be no limit on the duration of the terms with respect to real property acquired with Department funds.

15. Single Audit. The administration of Federal or State resources awarded through the Department to the Agency by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of Federal awards or State financial assistance or limit the authority of any state agency inspector general, the State of Florida Auditor General, or any other state official. The Agency shall comply with all audit and audit reporting requirements as specified below.

Federal Funded:

- a. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include but not be limited to on-site visits by

**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to Federal awards provided through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO), or State of Florida Auditor General.

- b. The Agency, a non-Federal entity as defined by 2 CFR Part 200, Subpart F – Audit Requirements, as a subrecipient of a Federal award awarded by the Department through this Agreement, is subject to the following requirements:
 - i. In the event the Agency expends a total amount of Federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Agency must have a Federal single or program-specific audit conducted for such fiscal year in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. **Exhibit “H”, Audit Requirements for Awards of Federal Financial Assistance**, to this Agreement provides the required Federal award identification information needed by the Agency to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining Federal awards expended in a fiscal year, the Agency must consider all sources of Federal awards based on when the activity related to the Federal award occurs, including the Federal award provided through the Department by this Agreement. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.
 - ii. In connection with the audit requirements, the Agency shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.
 - iii. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards, the Agency is exempt from Federal audit requirements for that fiscal year. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency’s audit period for each applicable audit year. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-Federal resources (*i.e.*, the cost of such an audit must be paid from the Agency’s resources obtained from other than Federal entities).
 - iv. The Agency must electronically submit to the Federal Audit Clearinghouse (FAC) at <https://harvester.census.gov/facweb/> the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor’s report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor’s report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.

**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

v. Within six months of acceptance of the audit report by the FAC, the Department will review the Agency's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the Federal award provided through the Department by this Agreement. If the Agency fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:

1. Temporarily withhold cash payments pending correction of the deficiency by the Agency or more severe enforcement action by the Department;
2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
3. Wholly or partly suspend or terminate the Federal award;
4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and Federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the Federal awarding agency);
5. Withhold further Federal awards for the Project or program;
6. Take other remedies that may be legally available.

vi. As a condition of receiving this Federal award, the Agency shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.

vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us

State Funded:

- a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Agency's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS), or State of Florida Auditor General.
- b. The Agency, a "nonstate entity" as defined by Section 215.97, Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement, is subject to the following requirements:

**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

- i. In the event the Agency meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "G", Audit Requirements for Awards of State Financial Assistance**, to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Agency to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Agency shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
- ii. In connection with the audit requirements, the Agency shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
- iii. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Agency's resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than State entities).
- iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0405
FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

- v. Any copies of financial reporting packages, reports, or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as

**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

applicable.

- vi. The Agency, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Agency in correspondence accompanying the reporting package.
 - vii. Upon receipt, and within six months, the Department will review the Agency's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Agency fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.
 - viii. As a condition of receiving state financial assistance, the Agency shall permit the Department or its designee, DFS, or the Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.
- c. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department or its designee, DFS, or State of Florida Auditor General access to such records upon request. The Agency shall ensure that the audit working papers are made available to the Department or its designee, DFS, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

16. Notices and Approvals. Notices and approvals referenced in this Agreement must be obtained in writing from the Parties' respective Administrators or their designees.

17. Restrictions, Prohibitions, Controls and Labor Provisions:

- a. **Convicted Vendor List.** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid 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 any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- b. **Discriminatory Vendor List.** In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide 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 any public entity; and may not transact business with any public entity.

**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

- c. **Non-Responsible Contractors.** An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied, or have further been determined by the Department to be a non-responsible contractor, may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.
- d. **Prohibition on Using Funds for Lobbying.** No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.
- e. **Unauthorized Aliens.** The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
- f. **Procurement of Construction Services.** If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and at the time of the competitive solicitation for the Project, 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Agency must comply with the requirements of Section 255.0991, Florida Statutes.
- g. **E-Verify.** The Agency shall:
 - i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the contract; and
 - ii. Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- h. **Projects with Non-profit Organizations.** Pursuant to Section 216.1366, Florida Statutes, if the Agency is a nonprofit organization as defined in Section 215.97(2)(m), Florida Statutes, the Agency shall provide documentation to indicate the amount of state funds:
 - i. Allocated to be used during the full term of this Agreement for remuneration to any member of the board of directors or an officer of the Agency
 - ii. Allocated under each payment by the Department to be used for remuneration of any member of the board of directors or an officer of the Agency. The documentation must indicate the amounts and recipients of the remuneration.

Such information will be posted by the Department to the Florida Accountability Contract Tracking System maintained pursuant to Section 215.985, F.S., and must additionally be posted to the Agency's website, if the Agency is a non-profit organization and maintains a website. The Agency shall utilize the Department's Form 350-090-19, Compensation to Non-Profits Using State Funds, for purposes of documenting the compensation. The subject Form is required for every contract for services executed, amended, or extended on or after July 1, 2023, with non-profit organizations.

Pursuant to Section 216.1366, F.S., the term:

- iii. "Officer" means a chief executive officer, chief financial officer, chief operating officer, or any other position performing and equivalent function.
- iv. "Remuneration" means all compensation earned by or awarded to personnel, whether paid or accrued, regardless of contingency, including bonuses, accrued paid time off,

**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

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.

- v. "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 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 Medicaid program.

- i. **Design Services and Construction Engineering and Inspection Services.** If the Project is wholly or partially funded by the Department and administered by a local governmental entity, except for a seaport listed in Section 311.09, Florida Statutes, or an airport as defined in Section 332.004, Florida Statutes, the entity performing design and construction engineering and inspection services may not be the same entity.

18. Indemnification and Insurance:

- a. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Agency guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Agency or any subcontractor, in connection with this Agreement. Additionally, to the extent permitted by law and as limited by and pursuant to the provisions of Section 768.28, Florida Statutes, the Agency shall indemnify, defend, and hold harmless the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Agency and persons employed or utilized by the Agency in the performance of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the Department's or the Agency's sovereign immunity. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the Department's or the Agency's sovereign immunity. This indemnification shall survive the termination of this Agreement. Additionally, the Agency agrees to include the following indemnification in all contracts with contractors/subcontractors and consultants/subconsultants who perform work in connection with this Agreement:

"To the fullest extent permitted by law, the Agency's contractor/consultant shall indemnify, defend, and hold harmless the Agency and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor/consultant and persons employed or utilized by the contractor/consultant in the performance of this Agreement.

This indemnification shall survive the termination of this Agreement."

- b. The Agency shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultant(s) have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation Insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include

**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

operators or other personnel who are employees of independent contractors, sole proprietorships, or partners are covered by insurance required under Florida's Workers' Compensation law.

- c. If the Agency elects to self-perform the Project, then the Agency may self-insure. If the Agency elects to hire a contractor or consultant to perform the Project, then the Agency shall carry, or cause its contractor or consultant to carry, Commercial General Liability insurance providing continuous coverage for all work or operations performed under this Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. The Agency shall cause, or cause its contractor or consultant to cause, the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Agency is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.
- d. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Agency shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than \$2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than \$6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.
- e. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

**PUBLIC TRANSPORTATION
GRANT AGREEMENT****19. Miscellaneous:**

- a. Environmental Regulations.** The Agency will be solely responsible for compliance with all applicable environmental regulations and for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith.
- b. Non-Admission of Liability.** In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- c. Severability.** If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- d. Agency not an agent of Department.** The Agency and the Department agree that the Agency, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
- e. Bonus or Commission.** By execution of the Agreement, the Agency represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- f. Non-Contravention of State Law.** Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing so that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.
- g. Execution of Agreement.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- h. Federal Award Identification Number (FAIN).** If the FAIN is not available prior to execution of the Agreement, the Department may unilaterally add the FAIN to the Agreement without approval of the Agency and without an amendment to the Agreement. If this occurs, an updated Agreement that includes the FAIN will be provided to the Agency and uploaded to the Department of Financial Services' Florida Accountability Contract Tracking System (FACTS).
- i. Inspector General Cooperation.** The Agency agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.
- j. Law, Forum, and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Agency agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

Form 725-000-01
STRATEGIC
DEVELOPMENT
OGC 10/24

AGENCY City of Zephyrhills

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____

By: _____

Name: _____

Name: Justin Hall

Title: _____

Title: Director of Transportation Development

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
Legal Review:

DocuSigned by:
Martin Hernandez
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**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

EXHIBIT A

Project Description and Responsibilities

A. Project Description (description of Agency's project to provide context, description of project components funded via this Agreement (if not the entire project)): Wetland Mitigation Monitoring and Restoration

B. Project Location (limits, city, county, map): Zephyrhills Municipal Airport/Zephyrhills, FL/Pasco

C. Project Scope (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size):

D. Deliverable(s):

The project scope identifies the ultimate project deliverables. Deliverables for requisition, payment and invoice purposes will be the incremental progress made toward completion of project scope elements. Supporting documentation will be quantifiable, measurable, and verifiable, to allow for a determination of the amount of incremental progress that has been made, and provide evidence that the payment requested is commensurate with the accomplished incremental progress and costs incurred by the Agency.

E. Unallowable Costs (including but not limited to):

F. Transit Operating Grant Requirements (Transit Only):

Transit Operating Grants billed as an operational subsidy will require an expenditure detail report from the Agency that matches the invoice period. The expenditure detail, along with the progress report, will be the required deliverables for Transit Operating Grants. Operating grants may be issued for a term not to exceed three years from execution. The original grant agreement will include funding for year one. Funding for years two and three will be added by amendment as long as the grantee has submitted all invoices on schedule and the project deliverables for the year have been met.

I:\GIS\GIS\Projects\2020\20200815.mxd - Zephyrhills RW 1-19 Fee Permit\05_MXD\Project\Mitigation\Exhibit 7 Proposed Mitigation Site.mxd



LEGEND

- Mitigation Area (6.77 acres)
- + Photo Stations
- Wetland Signage
- + Planted Upland Buffer (0.3 acres)
- Wetland Features - No Impact
- OSW 3 Temporary Impacts (0.43 acres)
- ZPH Property Boundary

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 10/24

EXHIBIT B

Schedule of Financial Assistance

FUNDS AWARDED TO THE AGENCY AND REQUIRED MATCHING FUNDS PURSUANT TO THIS AGREEMENT
CONSIST OF THE FOLLOWING:

A. Fund Type and Fiscal Year:

Financial Management Number	Fund Type	FLAIR Category	State Fiscal Year	Object Code	CSFA/ CFDA Number	CSFA/CFDA Title or Funding Source Description	Funding Amount
454794-1-94-01	DDR	088719	2025	751000	55.004	Aviation Grant Program	\$40,000.00
454794-1-94-01	LF	088719	2025	751000	55.004	Aviation Grant Program	\$10,000.00
Total Financial Assistance							\$50,000.00

B. Estimate of Project Costs by Grant Phase:

Phases*	State	Local	Federal	Totals	State %	Local %	Federal %
Land Acquisition	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Planning	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Environmental/Design/Construction	\$40,000.00	\$10,000.00	\$0.00	\$50,000.00	80.00	20.00	0.00
Capital Equipment/ Preventative Maintenance	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Match to Direct Federal Funding	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Mobility Management (Transit Only)	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Totals	\$40,000.00	\$10,000.00	\$0.00	\$50,000.00			

*Shifting items between these grant phases requires execution of an Amendment to the Public Transportation Grant Agreement.

Scope Code and/or Activity Line Item (ALI) (Transit Only)	
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BUDGET/COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category (grant phase) has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, Florida Statutes. Documentation is on file evidencing the methodology used and the conclusions reached.

Raymond Clark
Department Grant Manager Name

SignatureDate

**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

EXHIBIT C

TERMS AND CONDITIONS OF CONSTRUCTION

1. Design and Construction Standards and Required Approvals.

- a. The Agency understands that it is responsible for the preparation and certification of all design plans for the Project. The Agency shall hire a qualified consultant for the design phase of the Project or, if applicable, the Agency shall require their design-build contractor or construction management contractor to hire a qualified consultant for the design phase of the Project.
- b. Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Agency for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Agency shall not begin the construction phase of the Project until the Department issues a Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Agency shall request a Notice to Proceed from the Department's Project Manager, Raymond Clark (email: raymond.clark@dot.state.fl.us) or from an appointed designee. Any construction phase work performed prior to the execution of this required Notice to Proceed is not subject to reimbursement.
- c. The Agency will provide one (1) copy of the final design plans and specifications and final bid documents to the Department's Project Manager prior to bidding or commencing construction of the Project.
- d. The Agency shall require the Agency's contractor to post a payment and performance bond in accordance with applicable law(s).
- e. The Agency shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that the construction work will meet all applicable Agency and Department standards.
- f. Upon completion of the work authorized by this Agreement, the Agency shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineer's Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached to this Exhibit. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans or specifications, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.

2. Construction on the Department's Right of Way. If the Project involves construction on the Department's right-of-way, then the following provisions apply to any and all portions of the Project that are constructed on the Department's right-of-way:

- a. The Agency shall hire a qualified contractor using the Agency's normal bid procedures to perform the construction work for the Project. The Agency must certify that the installation of the Project is completed by a Contractor prequalified by the Department as required by Section 2 of the Standard Specifications for Road and Bridge Construction (2016), as amended, unless otherwise approved by the Department in writing or the Contractor exhibits past project experience in the last five years that are comparable in scale, composition, and overall quality to the site characterized within the scope of services of this Project.

**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

- b. Construction Engineering Inspection (CEI) services will be provided by the Agency by hiring a Department prequalified consultant firm including one individual that has completed the Advanced Maintenance of Traffic Level Training, unless otherwise approved by the Department in writing. The CEI staff shall be present on the Project at all times that the contractor is working. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall approve all CEI personnel. The CEI firm shall not be the same firm as that of the Engineer of Record for the Project. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Notwithstanding the foregoing, the Department may issue a written waiver of the CEI requirement for portions of Projects involving the construction of bus shelters, stops, or pads.
- c. The Project shall be designed and constructed in accordance with the latest edition of the Department's Standard Specifications for Road and Bridge Construction, the Department Design Standards, and the Manual of Uniform Traffic Control Devices (MUTCD). The following guidelines shall apply as deemed appropriate by the Department: the Department Structures Design Manual, AASHTO Guide Specifications for the Design of Pedestrian Bridges, AASHTO LRFD Bridge Design Specifications, Florida Design Manual, Manual for Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (the "Florida Green Book"), and the Department Traffic Engineering Manual. The Agency will be required to submit any construction plans required by the Department for review and approval prior to any work being commenced. Should any changes to the plans be required during construction of the Project, the Agency shall be required to notify the Department of the changes and receive approval from the Department prior to the changes being constructed. The Agency shall maintain the area of the Project at all times and coordinate any work needs of the Department during construction of the Project.
- d. The Agency shall notify the Department a minimum of 48 hours before beginning construction within Department right-of-way. The Agency shall notify the Department should construction be suspended for more than 5 working days. The Department contact person for construction is ____.
- e. The Agency shall be responsible for monitoring construction operations and the maintenance of traffic (MOT) throughout the course of the Project in accordance with the latest edition of the Department Standard Specifications, section 102. The Agency is responsible for the development of a MOT plan and making any changes to that plan as necessary. The MOT plan shall be in accordance with the latest version of the Department Design Standards, Index 600 series. Any MOT plan developed by the Agency that deviates from the Department Design Standards must be signed and sealed by a professional engineer. MOT plans will require approval by the Department prior to implementation.
- f. The Agency shall be responsible for locating all existing utilities, both aerial and underground, and for ensuring that all utility locations be accurately documented on the construction plans. All utility conflicts shall be fully resolved directly with the applicable utility.
- g. The Agency will be responsible for obtaining all permits that may be required by other agencies or local governmental entities.
- h. It is hereby agreed by the Parties that this Agreement creates a permissive use only and all improvements located on the Department's right-of-way resulting from this Agreement shall become the property of the Department. Neither the granting of the permission to use the Department right of way nor the placing of facilities upon the Department property shall operate to create or vest any property right to or in the Agency, except as may otherwise be provided in separate agreements. The Agency shall not acquire any right, title, interest or

**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

estate in Department right of way, of any nature or kind whatsoever, by virtue of the execution, operation, effect, or performance of this Agreement including, but not limited to, the Agency's use, occupancy or possession of Department right of way. The Parties agree that this Agreement does not, and shall not be construed to, grant credit for any future transportation concurrency requirements pursuant to Chapter 163, F.S.

- i. The Agency shall not cause any liens or encumbrances to attach to any portion of the Department's property, including but not limited to, the Department's right-of-way.
- j. The Agency shall perform all required testing associated with the design and construction of the Project. Testing results shall be made available to the Department upon request. The Department shall have the right to perform its own independent testing during the course of the Project.
- k. The Agency shall exercise the rights granted herein and shall otherwise perform this Agreement in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement and all applicable federal, state, local, administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards and permits, as the same may be constituted and amended from time to time, including, but not limited to, those of the Department, applicable Water Management District, Florida Department of Environmental Protection, the United States Environmental Protection Agency, the United States Army Corps of Engineers, the United States Coast Guard and local governmental entities.
- l. If the Department determines a condition exists which threatens the public's safety, the Department may, at its discretion, cause construction operations to cease and immediately have any potential hazards removed from its right-of-way at the sole cost, expense, and effort of the Agency. The Agency shall bear all construction delay costs incurred by the Department.
- m. The Agency shall be responsible to maintain and restore all features that might require relocation within the Department right-of-way.
- n. The Agency will be solely responsible for clean up or restoration required to correct any environmental or health hazards that may result from construction operations.
- o. The acceptance procedure will include a final "walk-through" by Agency and Department personnel. Upon completion of construction, the Agency will be required to submit to the Department final as-built plans and an engineering certification that construction was completed in accordance to the plans. Submittal of the final as-built plans shall include one complete set of the signed and sealed plans on 11" X 17" plan sheets and an electronic copy prepared in Portable Document Format (PDF). Prior to the termination of this Agreement, the Agency shall remove its presence, including, but not limited to, all of the Agency's property, machinery, and equipment from Department right-of-way and shall restore those portions of Department right of way disturbed or otherwise altered by the Project to substantially the same condition that existed immediately prior to the commencement of the Project.
- p. If the Department determines that the Project is not completed in accordance with the provisions of this Agreement, the Department shall deliver written notification of such to the Agency. The Agency shall have thirty (30) days from the date of receipt of the Department's written notice, or such other time as the Agency and the Department mutually agree to in writing, to complete the Project and provide the Department with written notice of the same (the "Notice of Completion"). If the Agency fails to timely deliver the Notice of Completion, or if it is determined that the Project is not properly completed after receipt of the Notice of Completion, the Department, within its discretion may: 1) provide the Agency with written authorization granting such additional time as the Department deems appropriate to correct the deficiency(ies); or 2) correct the deficiency(ies) at the Agency's sole cost and expense,

**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

without Department liability to the Agency for any resulting loss or damage to property, including, but not limited to, machinery and equipment. If the Department elects to correct the deficiency(ies), the Department shall provide the Agency with an invoice for the costs incurred by the Department and the Agency shall pay the invoice within thirty (30) days of the date of the invoice.

- q. The Agency shall implement best management practices for erosion and pollution control to prevent violation of state water quality standards. The Agency shall be responsible for the correction of any erosion, shoaling, or water quality problems that result from the construction of the Project.
- r. Portable Traffic Monitoring Site (PTMS) or a Telemetry Traffic Monitoring Site (TTMS) may exist within the vicinity of your proposed work. It is the responsibility of the Agency to locate and avoid damage to these sites. If a PTMS or TTMS is encountered during construction, the Department must be contacted immediately.
- s. During construction, highest priority must be given to pedestrian safety. If permission is granted to temporarily close a sidewalk, it should be done with the express condition that an alternate route will be provided, and shall continuously maintain pedestrian features to meet Americans Disability Act (ADA) standards.
- t. Restricted hours of operation will be as follows, unless otherwise approved by the Department's District Construction Engineer or designee (insert hours and days of the week for restricted operation):
- u. Lane closures on the state road system must be coordinated with the Public Information Office at least two weeks prior to the closure. The contact information for the Department's Public Information Office is:

Insert District PIO contact info:

Legal Review

Note: (Highlighted sections indicate need to confirm information with District Office or appropriate DOT person managing the Agreement)

3. **Engineer's Certification of Compliance.** The Agency shall complete and submit and if applicable Engineer's Certification of Compliance to the Department upon completion of the construction phase of the Project.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 10/24

ENGINEER’S CERTIFICATION OF COMPLIANCE

PUBLIC TRANSPORTATION GRANT AGREEMENT
BETWEEN
THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
and _____

PROJECT DESCRIPTION: _____

DEPARTMENT CONTRACT NO.: _____

FINANCIAL MANAGEMENT NO.: _____

In accordance with the Terms and Conditions of the Public Transportation Grant Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification, the Agency shall furnish the Department a set of “as-built” plans for construction on the Department’s Right of Way certified by the Engineer of Record/CEI.

By: _____, P.E.

SEAL:

Name: _____

Date: _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 10/24

EXHIBIT D

AGENCY RESOLUTION

PLEASE SEE ATTACHED

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
 GRANT AGREEMENT EXHIBITS**

Form 725-000-02
 STRATEGIC
 DEVELOPMENT
 OGC 10/24

EXHIBIT E

**PROGRAM SPECIFIC TERMS AND CONDITIONS - AVIATION
 AVIATION PROGRAM ASSURANCES**

A. General.

1. The assurances herein shall form an integral part of the Agreement between the Department and the Agency.
2. These assurances delineate the obligations of the Parties to this Agreement to ensure their commitment and compliance with specific provisions of **Exhibit “A”, Project Description and Responsibilities**, and **Exhibit “B”, Schedule of Financial Assistance**, as well as serving to protect public investment in public-use airports and the continued viability of the Florida Aviation System.
3. The Agency shall comply with the assurances as specified in this Agreement.
4. The terms and assurances of this Agreement shall remain in full force and effect throughout the useful life of a facility developed; equipment acquired; or Project items installed within a facility for an airport development or noise compatibility program project, but shall not exceed 20 years from the effective date of this Agreement.
5. There shall be no limit on the duration of the terms and assurances of this Agreement regarding Exclusive Rights and Airport Revenue so long as the property is used as a public airport.
6. There shall be no limit on the duration of the terms and assurances of this Agreement with respect to real property acquired with funds provided by this Agreement.
7. Subject to appropriations, the Department shall continue to comply with its financial commitment to this Project under the terms of this Agreement, until such time as the Department may determine that the Agency has failed to comply with the terms and assurances of this Agreement.
8. An Agency that has been determined by the Department to have failed to comply with either the terms of these Assurances, or the terms of the Agreement, or both, shall be notified, in writing, by the Department, identifying the specifics of the non-compliance and any corrective action by the Agency to remedy the failure.
9. Failure by the Agency to satisfactorily remedy the non-compliance shall absolve the Department's continued financial commitment to this Project and immediately require the Agency to repay the Department the full amount of funds expended by the Department on this Project.
10. Any history of failure to comply with the terms and assurances of an Agreement will jeopardize the Agency's eligibility for further state funding of airport projects by the Department.

B. Agency Compliance Certification.

1. **General Certification.** The Agency hereby certifies, with respect to this Project, it will comply, within its authority, with all applicable, current laws and rules of the State of Florida and applicable local governments, as well as Department policies, guidelines, and requirements, including but not limited to, the following (latest version of each document):
 - a. **Florida Statutes (F.S.)**
 - Chapter 163, F.S., Intergovernmental Programs
 - Chapter 329, F.S., Aircraft: Title; Liens; Registration; Liens
 - Chapter 330, F.S., Regulation of Aircraft, Pilots, and Airports
 - Chapter 331, F.S., Aviation and Aerospace Facilities and Commerce
 - Chapter 332, F.S., Airports and Other Air Navigation Facilities
 - Chapter 333, F.S., Airport Zoning

**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

b. Florida Administrative Code (FAC)

- Chapter 73C-41, FAC, Community Planning; Governing the Procedure for the Submittal and Review of Local Government Comprehensive Plans and Amendments
- Chapter 14-60, FAC, Airport Licensing, Registration, and Airspace Protection
- Section 62-256.300, FAC, Open Burning, Prohibitions
- Section 62-701.320(13), FAC, Solid Waste Management Facility Permit Requirements, General, Airport Safety

c. Local Government Requirements

- Airport Zoning Ordinance
- Local Comprehensive Plan

d. Department Requirements

- Eight Steps of Building a New Airport
- Florida Airport Revenue Use Guide
- Florida Aviation Project Handbook
- Guidebook for Airport Master Planning
- Airport Compatible Land Use Guidebook

- 2. Construction Certification.** The Agency hereby certifies, with respect to a construction-related project, that all design plans and specifications will comply with applicable federal, state, local, and professional standards, as well as Federal Aviation Administration (FAA) Advisory Circulars (AC's) and FAA issued waivers thereto, including but not limited to, the following:

a. Federal Requirements

- FAA AC 70/7460-1, Obstruction Marking and Lighting
- FAA AC 150/5300-13, Airport Design
- FAA AC 150/5370-2, Operational Safety on Airports During Construction
- FAA AC 150/5370-10, Standards for Specifying Construction of Airports

b. Local Government Requirements

- Local Building Codes
- Local Zoning Codes

c. Department Requirements

- Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (Commonly Referred to as the "Florida Green Book")
- Manual on Uniform Traffic Control Devices
- Section 14-60.007, FAC, Airfield Standards for Licensed Airports
- Standard Specifications for Construction of General Aviation Airports
- Design Guidelines & Minimum Standard Requirements for T-Hangar Projects

- 3. Land Acquisition Certification.** The Agency hereby certifies, regarding land acquisition, that it will comply with applicable federal and/or state policies, regulations, and laws, including but not limited to the following:

a. Federal Requirements

- Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970
- National Environmental Policy of 1969
- FAA Order 5050.4, National Environmental Policy Act Implementing Instructions for Airport Projects
- FAA Order 5100.37B, Land Acquisition and Relocation Assistance for Airport Projects

b. Florida Requirements

- Chapter 73, F.S., Eminent Domain (re: Property Acquired Through Condemnation)
- Chapter 74, F.S., Proceedings Supplemental to Eminent Domain (re: Condemnation)
- Section 286.23, F.S., Public Business: Miscellaneous Provisions

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 10/24

C. Agency Authority.

- 1. Legal Authority.** The Agency hereby certifies, with respect to this Agreement, that it has the legal authority to enter into this Agreement and commit to this Project; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the airport sponsor's governing body authorizing this Agreement, including assurances contained therein, and directing and authorizing the person identified as the official representative of the governing body to act on its behalf with respect to this Agreement and to provide any additional information as may be required.
- 2. Financial Authority.** The Agency hereby certifies, with respect to this Agreement, that it has sufficient funds available for that portion of the Project costs which are not paid by the U.S. Government or the State of Florida; that it has sufficient funds available to assure future operation and maintenance of items funded by this Project, which it will control; and that authority has been granted by the airport sponsor governing body to commit those funds to this Project.

D. Agency Responsibilities. The Agency hereby certifies it currently complies with or will comply with the following responsibilities:

1. Accounting System.

- a. The Agency shall create and maintain a separate account to document all of the financial transactions related to the airport as a distinct entity.
- b. The accounting records shall be kept by the Agency or its authorized representative in accordance with Generally Accepted Accounting Principles and in an accounting system that will facilitate an effective audit in accordance with the 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and Section 215.97, F.S., Florida Single Audit Act.
- c. The Department has the right to audit and inspect all financial records of the Agency upon reasonable notice.

2. Good Title.

- a. The Agency holds good title, satisfactory to the Department, to the airport or site thereof, or gives assurance, satisfactory to the Department, that good title will be obtained.
- b. For noise compatibility program projects undertaken on the airport sponsor's property, the Agency holds good title, satisfactory to the Department, to that portion of the property upon which state funds will be expended, or gives assurance, satisfactory to the Department, that good title will be obtained.

3. Preserving Rights and Powers.

- a. The Agency shall not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms and assurances of this Agreement without the written approval of the Department. Further, the Agency shall act promptly to acquire, extinguish, or modify, in a manner acceptable to the Department, any outstanding rights or claims of right of others which would interfere with such performance by the Agency.
- b. If an arrangement is made for management and operation of the airport by any entity or person other than the Agency or an employee of the Agency, the Agency shall reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with the terms and assurances of this Agreement.

4. Hazard Removal and Mitigation.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
 GRANT AGREEMENT EXHIBITS**

Form 725-000-02
 STRATEGIC
 DEVELOPMENT
 OGC 10/24

- a. For airport hazards located on airport controlled property, the Agency shall clear and protect terminal airspace required for instrument and visual operations at the airport (including established minimum flight altitudes) by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.
- b. For airport hazards not located on airport controlled property, the Agency shall work in conjunction with the governing public authority or private land owner of the property to clear and protect terminal airspace required for instrument and visual operations at the airport (including established minimum flight altitudes) by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards. The Agency may enter into an agreement with surrounding property owners or pursue available legal remedies to remove potential hazards to air navigation.

5. Airport Compatible Land Use.

- a. The Agency assures that appropriate airport zoning ordinances are in place consistent with Section 333.03, F.S., or if not in place, that it will take appropriate action necessary to ensure local government adoption of an airport zoning ordinance or execution of an interlocal agreement with another local government body having an airport zoning ordinance, consistent with the provisions of Section 333.03, F.S.
- b. The Agency assures that it will disapprove or oppose any attempted alteration or creation of objects, natural or man-made, dangerous to navigable airspace or that would adversely affect the current or future levels of airport operations.
- c. The Agency assures that it will disapprove or oppose any attempted change in local land use development regulations that would adversely affect the current or future levels of airport operations by creation or expansion of airport incompatible land use areas.

6. Consistency with Local Government Plans.

- a. The Agency assures the Project is consistent with the currently existing and planned future land use development plans approved by the local government having jurisdictional responsibility for the area surrounding the airport.
- b. The Agency assures that it has given fair consideration to the interest of local communities and has had reasonable consultation with those parties affected by the Project.
- c. The Agency shall consider and take appropriate actions, if deemed warranted by the Agency, to adopt the current, approved Airport Master Plan into the local government comprehensive plan.

7. Consistency with Airport Master Plan and Airport Layout Plan.

- a. The Agency assures that the project, covered by the terms and assurances of this Agreement, is consistent with the most current Airport Master Plan.
- b. The Agency assures that the Project, covered by the terms and assurances of this Agreement, is consistent with the most current, approved Airport Layout Plan (ALP), which shows:
 - 1) The boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the Agency for airport purposes and proposed additions thereto;
 - 2) The location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars, and roads), including all proposed extensions and reductions of existing airport facilities; and
 - 3) The location of all existing and proposed non-aviation areas on airport property and of all existing improvements thereon.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS

Form 725-000-02
 STRATEGIC
 DEVELOPMENT
 OGC 10/24

- c. The Agency assures that it will not make or permit any changes or alterations on the airport or any of its facilities that are not consistent with the Airport Master Plan and the Airport Layout Plan, as approved by the Department.
- d. Original Airport Master Plans and Airport Layout Plans and each amendment, revision, or modification thereof, will be subject to the approval of the Department.

8. Airport Financial Plan.

- a. The Agency assures that it will develop and maintain a cost-feasible Airport financial plan to accomplish the projects necessary to achieve the proposed airport improvements identified in the Airport Master Plan and depicted in the Airport Layout Plan, and any updates thereto. The Agency's Airport financial plan must comply with the following conditions:
 - 1) The Airport financial plan will be a part of the Airport Master Plan.
 - 2) The Airport financial plan will realistically assess project phasing considering availability of state and local funding and likelihood of federal funding under the FAA's priority system.
 - 3) The Airport financial plan will not include Department funding for projects that are inconsistent with the local government comprehensive plan.
- b. All Project cost estimates contained in the Airport financial plan shall be entered into and kept current in the Florida Aviation Database (FAD) Joint Automated Capital Improvement Program (JACIP) website.

- 9. Airport Revenue.** The Agency assures that all revenue generated by the airport will be expended for capital improvement or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the air transportation of passengers or property, or for environmental or noise mitigation purposes on or off the airport.

10. Fee and Rental Structure.

- a. The Agency assures that it will maintain a fee and rental structure for facilities and services at the airport that it will make the airport as self-sustaining as possible under the circumstances existing at the particular airport.
- b. If this Agreement results in a facility that will be leased or otherwise produce revenue, the Agency assures that the price charged for that facility will be based on the market value.

11. Public-Private Partnership for Aeronautical Uses.

- a. If the airport owner or operator and a person or entity that owns an aircraft or an airport tenant or potential tenant agree that an aircraft hangar or tenant-specific facility, respectively, is to be constructed on airport property for aircraft storage or tenant use at the expense of the aircraft owner or tenant, the airport owner or operator may grant to the aircraft owner or tenant of the facility a lease that is subject to such terms and conditions on the facility as the airport owner or operator may impose, subject to approval by the Department.
- b. The price charged for said lease will be based on market value, unless otherwise approved by the Department.

12. Economic Nondiscrimination.

- a. The Agency assures that it will make the airport available as an airport for public use on reasonable terms without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public.
 - 1) The Agency may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

- 2) The Agency may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

- b. The Agency assures that each airport Fixed-Based Operator (FBO) shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other FBOs making the same or similar uses of such airport and utilizing the same or similar facilities.

13. Air and Water Quality Standards. The Agency assures that all projects involving airport location, major runway extension, or runway location will be located, designed, constructed, and operated so as to comply with applicable air and water quality standards.

14. Operations and Maintenance.

- a. The Agency assures that the airport and all facilities, which are necessary to serve the aeronautical users of the airport, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable federal and state agencies for maintenance and operation, as well as minimum standards established by the Department for State of Florida licensing as a public-use airport.
 - 1) The Agency assures that it will not cause or permit any activity or action thereon which would interfere with its use for airport purposes.
 - 2) Except in emergency situations, any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Department.
 - 3) The Agency assures that it will have arrangements for promptly notifying airmen of any condition affecting aeronautical use of the airport.
- b. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when adverse weather conditions interfere with safe airport operations.

15. Federal Funding Eligibility.

- a. The Agency assures it will take appropriate actions to maintain federal funding eligibility for the airport and it will avoid any action that renders the airport ineligible for federal funding.
- b. If the Agency becomes ineligible for federal funding of airport projects, such determination will render the Agency ineligible for state funding of airport projects.

16. Project Implementation.

- a. The Agency assures that it will begin making expenditures or incurring obligations pertaining to this Project within one year after the effective date of this Agreement.
- b. The Agency may request a one-year extension of this one-year time period, subject to approval by the Department District Secretary or designee.
- c. Failure of the Agency to make expenditures, incur obligations or receive an approved extension may allow the Department to terminate this Agreement.

17. Exclusive Rights. The Agency assures that it will not permit any exclusive right for use of the airport by any person providing, or intending to provide, aeronautical services to the public.

18. Airfield Access.

- a. The Agency assures that it will not grant or allow general easement or public access that opens onto or crosses the airport runways, taxiways, flight line, passenger facilities, or any area used for emergency

**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

equipment, fuel, supplies, passengers, mail and freight, radar, communications, utilities, and landing systems, including but not limited to flight operations, ground services, emergency services, terminal facilities, maintenance, repair, or storage, except for those normal airport providers responsible for standard airport daily services or during special events at the airport open to the public with limited and controlled access.

- b. The Agency assures that it will not grant or allow general easement or public access to any portion of the airfield from adjacent real property which is not owned, operated, or otherwise controlled by the Agency without prior Department approval.

19. Retention of Rights and Interests. The Agency will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the real property shown as airport owned or controlled on the current airport layout plan without prior written approval by the Department. It will not sell, lease, encumber, terminate, waive, or otherwise transfer or dispose of any part of its title, rights, or other interest in existing noise easements or aviation easements on any property, airport or non-airport, without prior written approval by the Department. These assurances shall not limit the Agency's right to lease airport property for airport-compatible purposes.

20. Consultant, Contractor, Scope, and Costs.

- a. The Department has the right to disapprove the Agency's employment of consultants, contractors, and subcontractors for all or any part of this Project if the specific consultants, contractors, or subcontractors have a record of poor project performance with the Department.
- b. Further, the Department maintains the right to disapprove the proposed Project scope and cost of professional services.

21. Planning Projects. For all planning projects or other aviation studies, the Agency assures that it will:

- a. Execute the project per the approved project narrative or with approved modifications.
- b. Furnish the Department with such periodic project and work activity reports as indicated in the approved scope of services.
- c. Make such project materials available for public review, unless exempt from public disclosure.
 - 1) Information related to airport security is considered restricted information and is exempt from public dissemination per Sections 119.071(3) and 331.22 F.S.
 - 2) No materials prepared under this Agreement shall be subject to copyright in the United States or any other country.
- d. Grant the Department unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this Agreement.
- e. If the Project involves developing an Airport Master Plan or an Airport Layout Plan, and any updates thereto, it will be consistent with provisions of the Florida Aviation System Plan, will identify reasonable future growth of the airport and the Agency will comply with the Department airport master planning guidebook, including:
 - 1) Provide copies, in electronic and editable format, of final Project materials to the Department, including computer-aided drafting (CAD) files of the Airport Layout Plan.
 - 2) Develop a cost-feasible financial plan, approved by the Department, to accomplish the projects described in the Airport Master Plan or depicted in the Airport Layout Plan, and any updates thereto. The cost-feasible financial plan shall realistically assess Project phasing considering availability of state and local funding and federal funding under the FAA's priority system.
 - 3) Enter all projects contained in the cost-feasible plan in the Joint Automated Capital Improvement Program (JACIP).

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS

Form 725-000-02
 STRATEGIC
 DEVELOPMENT
 OGC 10/24

- f. The Agency understands and agrees that Department approval of this Agreement or any planning material developed as part of this Agreement does not constitute or imply any assurance or commitment on the part of the Department to approve any pending or future application for state aviation funding.
- g. The Agency will submit master planning draft and final deliverables for Department and, if required, FAA approval prior to submitting any invoices to the Department for payment.

22. Land Acquisition Projects. For the purchase of real property, the Agency assures that it will:

- a. **Laws.** Acquire the land in accordance with federal and/or state laws governing such action.
- b. **Administration.** Maintain direct control of Project administration, including:
 - 1) Maintain responsibility for all related contract letting and administrative procedures related to the purchase of real property.
 - 2) Secure written Department approval to execute each agreement for the purchase of real property with any third party.
 - 3) Ensure a qualified, State-certified general appraiser provides all necessary services and documentation.
 - 4) Furnish the Department with a projected schedule of events and a cash flow projection within 20 calendar days after completion of the review appraisal.
 - 5) Establish a Project account for the purchase of the land.
 - 6) Collect and disburse federal, state, and local project funds.
- c. **Reimbursable Funds.** If funding conveyed by this Agreement is reimbursable for land purchase in accordance with Chapter 332, F.S., the Agency shall comply with the following requirements:
 - 1) The Agency shall apply for a FAA Airport Improvement Program grant for the land purchase within 60 days of executing this Agreement.
 - 2) If federal funds are received for the land purchase, the Agency shall notify the Department, in writing, within 14 calendar days of receiving the federal funds and is responsible for reimbursing the Department within 30 calendar days to achieve normal project federal, state, and local funding shares per Chapter 332, F.S.
 - 3) If federal funds are not received for the land purchase, the Agency shall reimburse the Department within 30 calendar days after the reimbursable funds are due in order to achieve normal project state and local funding shares as described in Chapter 332, F.S.
 - 4) If federal funds are not received for the land purchase and the state share of the purchase is less than or equal to normal state and local funding shares per Chapter 332, F.S., when reimbursable funds are due, no reimbursement to the Department shall be required.
- d. **New Airport.** If this Project involves the purchase of real property for the development of a new airport, the Agency assures that it will:
 - 1) Apply for federal and state funding to construct a paved runway, associated aircraft parking apron, and connecting taxiway within one year of the date of land purchase.
 - 2) Complete an Airport Master Plan within two years of land purchase.
 - 3) Complete airport construction for basic operation within 10 years of land purchase.
- e. **Use of Land.** The Agency assures that it shall use the land for aviation purposes in accordance with the terms and assurances of this Agreement within 10 years of acquisition.
- f. **Disposal of Land.** For the disposal of real property the Agency assures that it will comply with the following:
 - 1) For land purchased for airport development or noise compatibility purposes, the Agency shall, when the land is no longer needed for such purposes, dispose of such land at fair market value and/or make available to the Department an amount equal to the state's proportionate share of its market value.

**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

- 2) Land will be considered to be needed for airport purposes under this assurance if:
 - a) It serves aeronautical purposes such as a runway protection zone or as a noise buffer.
 - b) Revenue from uses of such land contributes to airport financial self-sufficiency.
- 3) Disposition of land under Sections D.22.f.1. or D.22.f.2. of this Exhibit, above, shall be subject to retention or reservation of any interest or right therein needed to ensure such land will only be used for purposes compatible with noise levels related to airport operations.
- 4) Revenues from the sale of such land must be accounted for as outlined in Section D.1. of this Exhibit, and expended as outlined in Section D.9. of this Exhibit.

23. Construction Projects. The Agency assures that it will:

a. Project Certifications. Certify Project compliances, including:

- 1) Consultant and contractor selection comply with all applicable federal, state and local laws, rules, regulations, and policies.
- 2) All design plans and specifications comply with federal, state, and professional standards and applicable FAA advisory circulars, as well as the minimum standards established by the Department for State of Florida licensing as a public-use airport.
- 3) Completed construction complies with all applicable local building codes.
- 4) Completed construction complies with the Project plans and specifications with certification of that fact by the Project Engineer.

b. Design Development. For the plans, specifications, construction contract documents, and any and all other engineering, construction, and contractual documents produced by the Engineer, which are hereinafter collectively referred to as "plans", the Engineer will certify that:

- 1) The plans shall be developed in accordance with sound engineering and design principles, and with generally accepted professional standards.
- 2) The plans shall be consistent with the intent of the Project as defined in Exhibit A and Exhibit B of this Agreement.
- 3) The Project Engineer shall perform a review of the certification requirements listed in Section B.2. of this Exhibit, Construction Certification, and make a determination as to their applicability to this Project.
- 4) Development of the plans shall comply with all applicable laws, ordinances, zoning and permitting requirements, public notice requirements, and other similar regulations.

c. Inspection and Approval. The Agency assures that:

- 1) The Agency will provide and maintain competent technical supervision at the construction site throughout the Project to assure that the work conforms to the plans, specifications, and schedules approved by the Department, as applicable, for the Project.
- 2) The Agency assures that it will allow the Department to inspect the work and that it will provide any cost and progress reporting, as may be required by the Department.
- 3) The Agency assures that it will take the appropriate corrective action necessary, as required by the Department, for work which does not conform to the Department standards.

d. Pavement Preventive Maintenance. The Agency assures that for a project involving replacement or reconstruction of runway or taxiway pavement it has implemented an airport pavement maintenance management program and that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with state financial assistance at the airport.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 10/24

24. Noise Mitigation Projects. The Agency assures that it will:

a. Government Agreements. For all noise compatibility projects that are carried out by another unit of local government or are on property owned by a unit of local government other than the Agency, the Agency shall enter into an agreement with that government body.

- 1) The local agreement, satisfactory to the Department, shall obligate the unit of local government to the same terms and assurances that apply to the Agency.
- 2) The Agency assures that it will take steps to enforce the local agreement if there is substantial non-compliance with the terms of the local agreement.

b. Private Agreements. For noise compatibility projects on privately owned property:

- 1) The Agency shall enter into an agreement with the owner of that property to exclude future actions against the airport.
- 2) The Agency assures that it will take steps to enforce such agreement if there is substantial non-compliance with the terms of the agreement.

- End of Exhibit E -

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 10/24

Exhibit E1

PROGRAM SPECIFIC TERMS AND CONDITIONS

(Prohibition on Discrimination Based on Health Care Choices)

This exhibit forms an integral part of the Agreement between the Department and the Agency.

1. **Statutory Reference.** Section 339.08, F.S. and Section 381.00316, F.S.
2. **Statutory Compliance.** Pursuant to Section 339.08, F.S., the Department may not expend state funds to support a project or program of certain entities if the entity is found to be in violation of Section 381.00316, F.S. The Department shall withhold state funds until the entity is found to be in compliance with Section 381.00316, F.S. This shall apply to any of the following entities:
 - a. A public transit provider as defined in s. 341.031(1), F.S.;
 - b. An authority created pursuant to chapter 343, F.S., chapter 348, F.S., or chapter 349, F.S.; c. A public-use airport as defined in s. 332.004, F.S.; or
 - d. A port listed in s. 311.09(1), F.S.

- End of Exhibit E1 -

**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

EXHIBIT F

**Contract Payment Requirements
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts**

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

(1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

(2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

(3) Travel: 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 or electronic means.

(4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.

(5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

(6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and/or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address <https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 10/24

EXHIBIT G

AUDIT REQUIREMENTS FOR AWARDS OF STATE FINANCIAL ASSISTANCE

THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:~

Awarding Agency: Florida Department of Transportation

State Project Title: Aviation Grant Program

CSFA Number: 55.004

***Award Amount:** \$40,000

*The award amount may change with amendments

Specific project information for CSFA Number 55.004 is provided at: <https://apps.fldfs.com/fsaa/searchCatalog.aspx>

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for CSFA Number 55.004 are provided at:
<https://apps.fldfs.com/fsaa/searchCompliance.aspx>

The State Projects Compliance Supplement is provided at: <https://apps.fldfs.com/fsaa/compliance.aspx>

To: Raymond.Clark@dot.state.fl.us

FLORIDA DEPARTMENT OF TRANSPORTATION FUNDS APPROVAL

G3888

1/15/2025

CONTRACT INFORMATION

Contract:	G3888
Contract Type:	GD - GRANT DISBURSEMENT (GRANT)
Method of Procurement:	G - GOVERNMENTAL AGENCY (287.057,F.S.)
Vendor Name:	CITY OF ZEPHYRHILLS
Vendor ID:	F596000455005
Beginning Date of This Agreement:	01/14/2025
Ending Date of This Agreement:	06/30/2028
Contract Total/Budgetary Ceiling:	ct = \$40,000.00
Description:	Wetland mitigation monitoring/restoration

FUNDS APPROVAL INFORMATION

FUNDS APPROVED/REVIEWED FOR JASON ADANK, CPA, COMPTROLLER ON 1/15/2025

Action:	Original
Reviewed or Approved:	APPROVED
Organization Code:	55072020728
Expansion Option:	A6
Object Code:	751000
Amount:	\$40,000.00
Financial Project:	45479419401
Work Activity (FCT):	215
CFDA:	
Fiscal Year:	2025
Budget Entity:	55100100
Category/Category Year:	088719/25
Amendment ID:	O001
Sequence:	00
User Assigned ID:	
Enc Line (6s)/Status:	0001/04

Total Amount: \$40,000.00

CONSENT ITEMS 1.5

Airport Task Order #7 - Jacobs

Issue:

This project requires up front funding for design to secure FAA bil funds and entitlements. This project is currently budgeted through FDOT at 80/20 in FY2025, working towards securing FAA funds for this project and securing the construction cost. These cost will be reimbursable through FAA once approved at 98% FAA, 1% State, 1% local.

Background:

The project includes the design, permitting, and bidding services for Taxiway E, Taxilanes, and Apron

Pavement Rehabilitation as shown in Figure No. 1 of Exhibit A, Scope of Work.

CONSULTANT shall be paid for this service a lump sum amount of \$99,944.72, as described in Exhibit B, Fee summary.

Attachment(s):

1. CWA07-ZPH-Apron & Taxilane Rehab-012225

Fiscal Impact:

Budgeted in FY 2025

Staff Recommendation:

Staff recommends City Councils consideration for approval for work assignment No.7 with Jacobs Engineering Group, Inc.

CONSULTANT WORK ASSIGNMENT

January 22, 2025

Mr. Nathan Coleman
Airport Manager
City of Zephyrhills
39450 South Avenue
Zephyrhills, FL 33542

Subject: **CONSULTANT WORK ASSIGNMENT No. 7**
Taxiway E, Taxilanes, and Apron Pavement Rehabilitation - Design and Bidding
Zephyrhills Municipal Airport (ZPH)

Dear Nathan:

This letter serves as a CONSULTANT WORK ASSIGNMENT (CWA) between JACOBS ENGINEERING GROUP INC. ("JACOBS" or "CONSULTANT") and CITY OF ZEPHYRHILLS ("CITY") for the referenced project. All Terms and Conditions of the CONSULTANT AGREEMENT between the CITY and JACOBS, dated May 8, 2023, apply to this CWA.

Scope of Work: The project includes the design, permitting, and bidding services for Taxiway E, Taxilanes, and Apron Pavement Rehabilitation as shown in Figure No. 1 of Exhibit A, Scope of Work.

Payment: CONSULTANT shall be paid for this service a lump sum amount of \$99,944.72, as described in Exhibit B, Fee Summary.

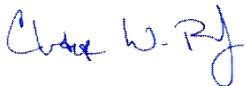
Schedule: The schedule is included in Exhibit A.

Notice-To-Proceed: The City will issue a notice-to-proceed once the CWA is approved by the City Council.

Sincerely,

JACOBS ENGINEERING GROUP INC.

APPROVED BY CITY OF ZEPHYRHILLS



Christopher Bowker, PE
Manager of Projects

Signature

Exhibits:

Printed Name

- A. Scope of Work
- B. Fee Proposal
- C. Survey Proposal
- D. Geotechnical Proposal

EXHIBIT A- SCOPE OF WORK

TAXIWAY E, TAXILANES, AND APRON PAVEMENT REHABILITATION - DESIGN AND BIDDING ZEPHYRHILLS MUNICIPAL AIRPORT (ZPH)

Jacobs Engineering Group Inc. (JACOBS) will provide Professional Engineering Services to the City of Zephyrhills ("CITY", "AIRPORT", or "OWNER") for the design, permitting and bidding of Taxiway E, Taxilanes, and Apron Pavement Rehabilitation at Zephyrhills Municipal Airport (ZPH) as depicted in Figure No. 1.

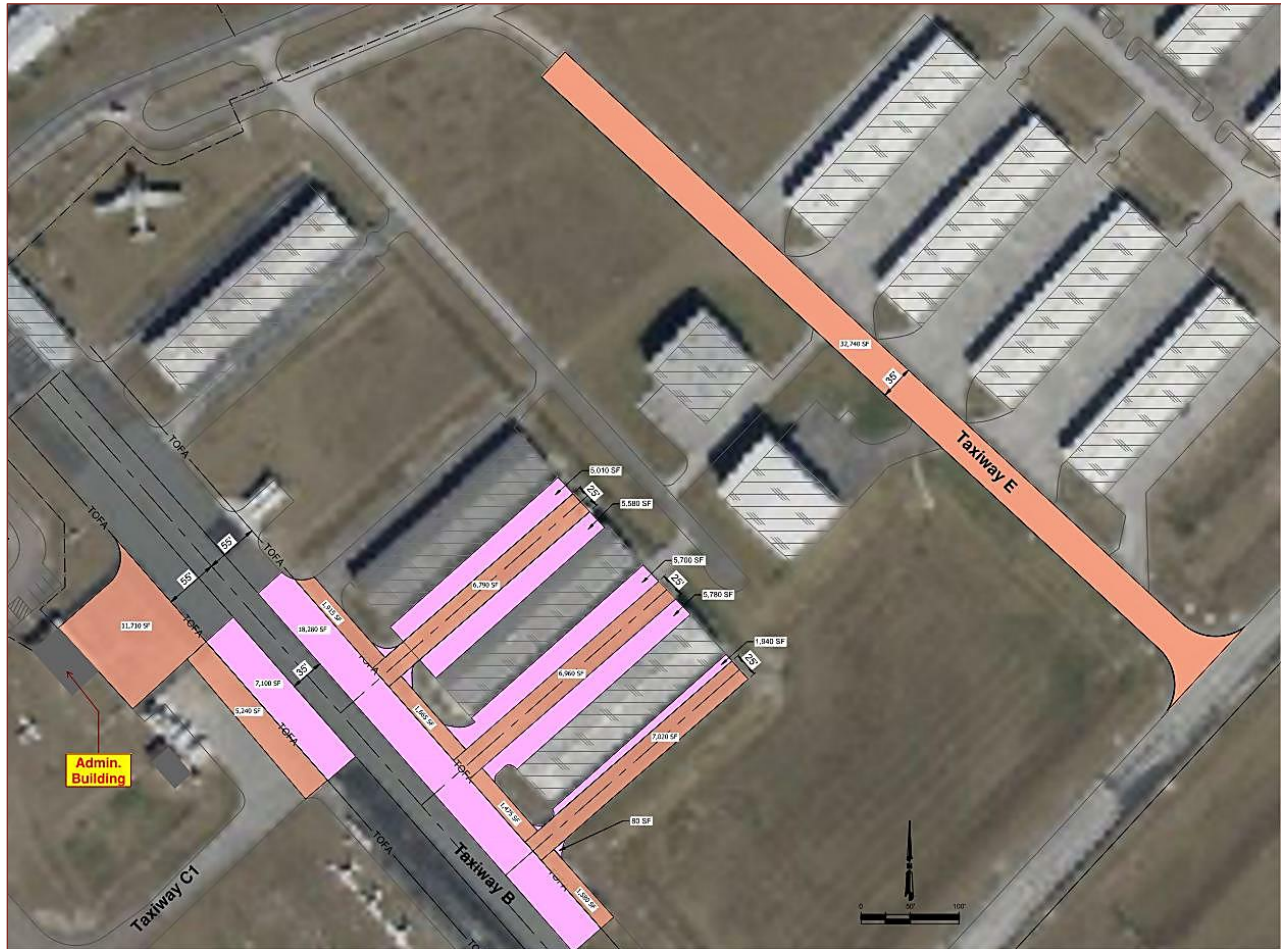


Figure No. 1: Project Layout

1.0 Project Description

The rehabilitation of Taxiway E, taxilanes, and apron pavement will improve the safety and efficiency of airfield operations. The project provides the design and rehabilitation of Taxiway E, apron, and taxilane totalling approx. 126,565 square-feet (SF) of asphalt pavement. The following includes the main project elements:

- 16,950 SF of administrative building apron pavement
- 7,100 SF of pavement along the west side of Taxiway B
- 18,280 SF of pavement along the east side of Taxiway B

- 51,495 SF of T-hangar taxiway/apron pavement
- 32,740 SF of Taxiway E pavement

2.0 General Scope of Work

JACOBS will provide the following general services for this project:

1. Overall project management and coordination with subconsultants, including invoicing.
2. Preparation of design submittals for review and approval at 90% and 100% construction contract documents (to include survey, geotechnical reports, and Construction Safety and Phasing Plan). Coordination with the Airport, FAA, and FDOT.
3. Preparation of construction cost estimates.
4. Bidding and award assistance.
5. Obstruction Evaluation / Airport Airspace Analysis (OE/AAA).

Specific tasks (Basic and Special Services) related to the above items are identified in each phase of the project as described below.

3.0 Design Criteria

This project will be designed according to the following technical criteria:

- FAA AC 150/5300-13B, "Airport Design - Change 1"
- FAA AC 150/5320-5D, "Airport Drainage Design"
- FAA AC 150/5320-6G, "Airport Pavement Design and Evaluation"
- FAA AC 150/5340-1M, "Standards for Airport Marking"
- FAA AC 150/5340-18G, "Standards for Airport Sign Systems"
- FAA AC 150/5340-30J, "Design and Installation Details for Airport Visual Aids"
- FAA AC 150/5370-2G, "Operational Safety on Airports During Construction"
- FAA AC 150/5370-10H, "Standards for Specifying Construction of Airports"

Construction drawings will be prepared in AutoCAD 2024 format.

4.0 Basic Services

Phase 1A – Pre-Design and Due Diligence: After receiving Notice to Proceed (NTP) from the CITY, JACOBS will initiate the project and perform the following tasks under this phase:

1. Compile and review project related documents
2. Perform a site visit and verify as-builts
3. Prepare preliminary cost estimate
4. Coordinate and attend a pre-design meeting with CITY to discuss project issues such as design alternatives, project phasing, construction staging, budget, and schedule.
5. Determine number and locations of soil borings.
6. Meet and coordinate with subconsultants.
7. Prepare a preliminary construction schedule considering weather and air traffic conditions.
8. Verify permit requirements.



Upon review and receipt of comments from the OWNER, JACOBS will proceed with the 90% Design Development Document production.

Phase 2 – Design Development (30%): Not Included

Phase 3A – Contract Documents (60%): Not Included

Phase 3B – Contract Documents (90%): JACOBS will proceed with 90% Contract Documents, including finalizing the construction phasing plan. A Project Manual, which will contain front-end documents, technical specifications, and the geotechnical report, will be completed. In addition, 90% construction drawings will be prepared including:

1. Cover Sheet
2. Staging and Haul Routes
3. General Notes
4. Existing Conditions
5. Geotech and Survey Information
6. Survey Control Plans
7. Project Safety/Phasing Plan
8. Staking and Demolition Plans
9. Erosion Control Plan
10. Geometry Plan
11. Typical Sections
12. Paving, Grading, and Drainage Plans
13. Paving and Drainage Details
14. Pavement Typical Sections
15. Pavement Marking

JACOBS will submit electronic copies of the 90% contract documents to CITY for review.

Phase 3C – Contract Documents (100%): Upon receipt of final comments from the CITY, the Airport, FDOT, and FAA, JACOBS will proceed with preparing the bidding documents. This effort includes incorporating comments by updating the construction drawings, project manual (front-end documents, general provisions, and technical specifications), Engineer's Report, construction cost estimate, and construction schedule. Signed and sealed contract documents will be submitted to the Owner.

Deliverables: JACOBS will submit one (1) full-size and two (2) 11"X17" signed and sealed copies of the 100% contract documents to CITY.

Task 4 – Bidding Coordination Services: This phase will include the effort necessary to advertise for and receive bids from contractors, and to review the bids and make a recommendation of award to the Owner and the FAA. The following tasks will be performed by JACOBS during this phase:

1. Coordinate with the Airport for the Bidding phase.
2. Prepare for and attend the Pre-Bid Conference.
3. Address questions from Bidders.
4. Revise Contract Documents and assist Owner with issuing Addenda.

5. Attend the Bid Opening Meeting.
6. Review bids for responsiveness and accuracy.
7. Prepare certified Bid Tabs.
8. Make Recommendation of Award of the contract.

Other Provisions: The Airport will provide access to the site and all available information pertinent to this project, including access to as-built drawings and documents on underground utilities, lighting, pavements, and underground structures within the project limits.

Phase 5 – Construction Administration Services: Not Included

5.0 Special Services

In addition to the Basic Services described herein, JACOBS will provide the following special services required under this contract:

1. Airspace Analysis – JACOBS will assist the Airport in preparing the Airspace Checklist and submit same to the FAA, via the OE/AAA web portal, in conjunction with a Construction Safety and Phasing Plan. JACOBS will submit multiple points and associated data to identify the different elements of the project, including construction staging areas, haul routes, and specific construction sites, for FAA's review and approval.
2. Prepare Categorical Exclusion (CATEX) – Short Form - JACOBS will combine portions of the document and prepare an overall CATEX for the project. The OWNER will submit the CATEX to the FAA for approval.
3. Construction Safety and Phasing Plan – JACOBS will prepare and submit the Construction Safety and Phasing Plan (CSPP) to the FAA in conjunction with the Airspace Checklist described above. The CSPP will contain the safety details, construction work times, and phasing requirements specific to this project and the Airport.

6.0 Services Not Included

Any services not specifically provided for in the above scope as well as any changes in the scope requested by CITY will be considered additional services and will be performed at our current hourly rates as we agree prior to their performance. Services not covered under this scope include:

1. Electrical Engineering related design services.
2. Stormwater Design and Permitting.
3. Threatened or endangered species' relocation and mitigation plans.
4. Preparation of Conformed Documents after Bidding.
5. Construction Administration Services.
6. Resident Project Representative (RPR) Services during Construction.
7. Quality Assurance Testing during Construction.

7.0 Schedule

The following is a tentative schedule for this project:

Field Investigations and Program Verification:	60 Calendar Days
30% Plans - Not Included	N/A
60% Contract Documents- Not Included	N/A
90% Contract Documents	20 Calendar Days
100% Bid Documents	10 Calendar Days
Bidding Coordination	60 Calendar Days

TOTAL 150 Calendar Days

8.0 Assumptions and Limitations

1. OWNER will provide access to the site during normal business hours and will provide an escort as required during site visits.
2. OWNER will provide available property records, data, survey, geotechnical, construction and record drawings pertaining to the project area.
3. OWNER will provide current "Front-End" Construction Contract Documents.
4. Electronic drawings will be produced in AutoCAD and will utilize Autodesk Construction Cloud for document storage and team coordination; deliverables will be in pdf format. Deliverables will be provided electronically, and on request in hard copy (drawings 11"x17" or as required by OWNER/AHJ, other documents 8.5"x11").
5. It is understood that services to and from the proposed project area may extend beyond the work area and will only be altered as necessary to provide a fully functional facility. Upgrades to or extensions of existing systems, beyond that deemed necessary by JACOBS to complete this project, will be considered additional services.
6. This scope includes request for a stormwater/drainage permit exemption only. All other permitting assistance, including permit revisions as required by the AHJ, are excluded from this scope—all associated permit fees will be paid by the OWNER.
7. It is assumed there are no existing material or environmental hazards present at the site. Environmental and hazardous materials assessment and remediation services will be considered a special service that may be authorized under a separate task order. JACOBS shall at no time take title, risk of loss or ownership of hazardous materials or wastes encountered during the performance of this project. OWNER recognizes that JACOBS assumes no risk and/or liability for hazardous materials encountered while performing any services associated with such hazardous waste.

8. The Parties agree that if JACOBS is appointed as OWNER's representative for the limited purpose of performing any bid or procurement services under the contract, JACOBS shall have no liability associated with the services procured by JACOBS on the OWNER's behalf. Such services shall be performed under the OWNER's direction and in accordance to such forms, terms and conditions, or modifications or revisions to same as the OWNER may in its sole discretion at any time instruct JACOBS to use. All services shall be carried out in accordance with the procedures mutually agreed upon by the OWNER and JACOBS. JACOBS will reasonably rely upon the accuracy, timeliness, and completeness of the information/data provided by the OWNER or other third parties without independent verification. Additional effort by JACOBS due to invalid data or information provided by the OWNER or other third parties, may entitle JACOBS to additional compensation.
9. In providing opinions of cost, financial analyses, economic feasibility projections, for the project, JACOBS has no control over cost or price of labor and materials; unknown or latent conditions of existing equipment or structures that may affect operation or maintenance costs; competitive bidding procedures and market conditions; time or quality of performance by operating personnel or third parties; and other economic and operational factors that may materially affect the ultimate project cost or schedule. Therefore, JACOBS makes no warranty that OWNER's actual project costs, financial aspects, economic feasibility, will not vary from JACOBS' opinions, analyses, projections, or estimates and JACOBS shall have no liability for such variances.
10. In soils, foundation, groundwater, utilities, and other subsurface investigations, the actual characteristics may vary significantly between successive test points and sample intervals and at locations other than where observations, exploration, and investigations have been made. Because of the inherent uncertainties in subsurface evaluations, changed or unanticipated underground conditions may occur that could affect total project cost and/or execution. These conditions and cost/execution effects are not the responsibility of JACOBS.
11. The design will be based on the federal, state, and local codes and standards in effect on the effective date of the authorization. Any changes in these codes or standards may necessitate a change in scope, to include an equitable adjustment.

END OF EXHIBIT A

Mohsen Design Group Incorporated (MDG) will provide Professional Engineering Services to JACOBS for the design, permitting and bidding of Taxiway E, Taxilanes and Apron pavement rehabilitation at Zephyrhills Municipal Airport (ZPH) as depicted in **Figure No. 1**.

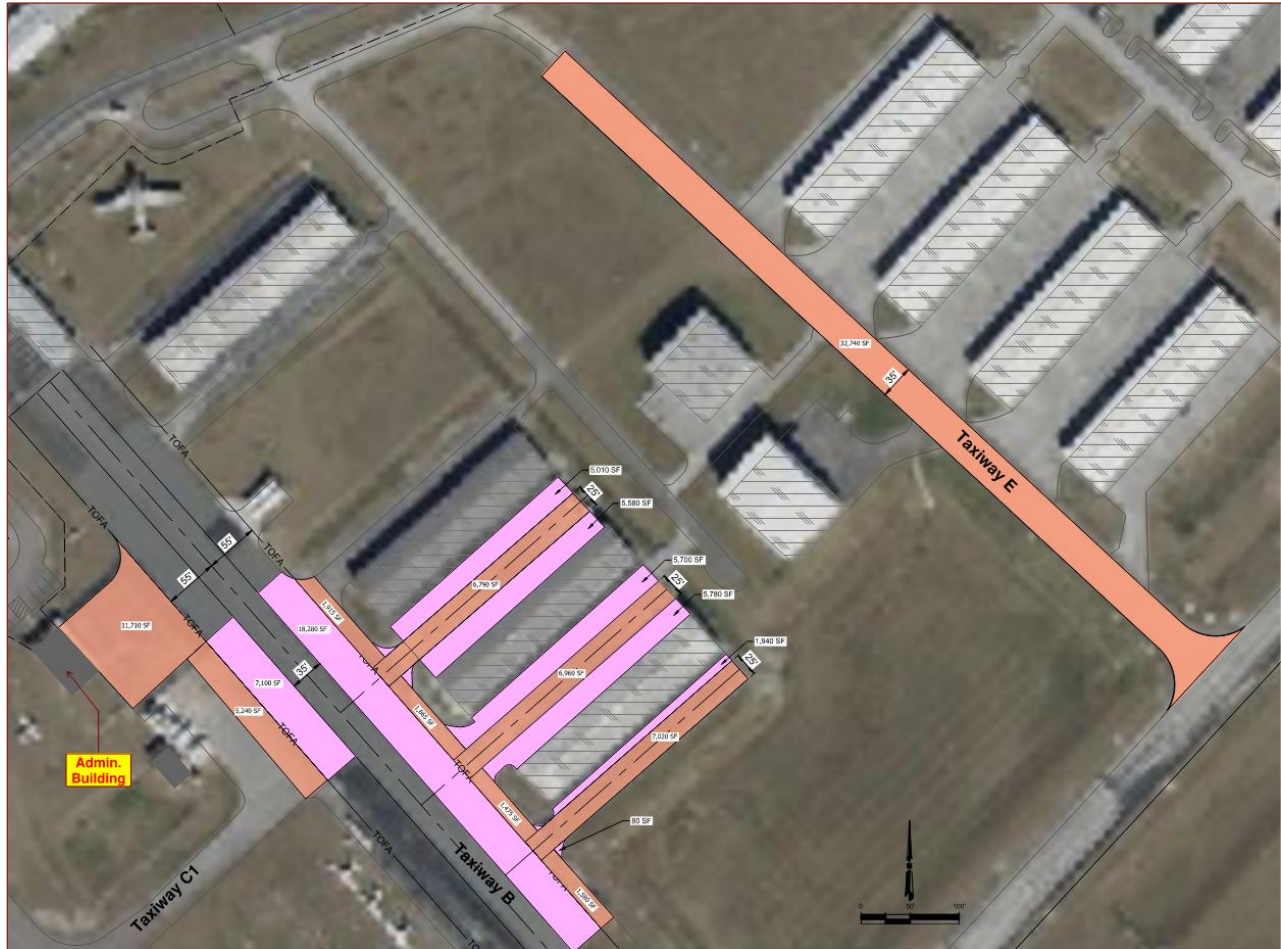


Figure No. 1: Project Layout

1.0 Project Description

The rehabilitation of Taxiway E, taxilanes, and apron pavement will improve the safety and efficiency of airfield operations. The project provides the design and rehabilitation of Taxiway E, apron, and taxilane totaling about 126,565 square-feet (SF) of asphalt pavement. The following includes the main project elements:

- 16,950 SF of administrative building apron pavement
- 7,100 SF of pavement along the west side of Taxiway B
- 18,280 SF of pavement along the east side of Taxiway B

- 51,495 SF of T-hangar taxiway/apron pavement
- 32,740 SF of Taxiway E pavement

2.0 General Scope of Work

MDG will provide the following general services for this project:

1. Preparation of design submittals for review and approval at 90% and 100% construction contract documents (to include survey, geotechnical reports, and Construction Safety and Phasing Plan).
2. Coordination with the Airport, FAA, and FDOT.
3. Preparation of construction cost estimates.
4. Bidding and award assistance.
5. Obstruction Evaluation / Airport Airspace Analysis (OE/AAA).

Specific tasks (Basic and Special Services) related to the above items are identified in each phase of the project as described below.

3.0 Design Criteria

This project will be designed according to the following technical criteria:

- FAA AC 150/5300-13B, "Airport Design - Change 1"
- FAA AC 150/5320-5D, "Airport Drainage Design"
- FAA AC 150/5320-6G, "Airport Pavement Design and Evaluation"
- FAA AC 150/5340-1M, "Standards for Airport Marking"
- FAA AC 150/5340-18G, "Standards for Airport Sign Systems"
- FAA AC 150/5340-30J, "Design and Installation Details for Airport Visual Aids"
- FAA AC 150/5370-2G, "Operational Safety on Airports During Construction"
- FAA AC 150/5370-10H, "Standards for Specifying Construction of Airports"

Construction drawings will be prepared in AutoCAD 2024 format.

4.0 Basic Services

Phase 1A – Pre-Design and Due Diligence: After receiving Notice to Proceed (NTP) from JACOBS, MDG will initiate the project and perform the following tasks under this phase:

1. Compile and review project related documents
2. Perform a site visit and verify as-builts
3. Prepare preliminary cost estimate
4. Coordinate and attend a pre-design meeting with JACOBS and ZPH to discuss project issues such as design alternatives, project phasing, construction staging, budget, and schedule.
5. Determine number and locations of soil borings.
6. Meet and coordinate with subconsultants.
7. Prepare a preliminary construction schedule considering weather and air traffic conditions.

-
8. Verify permit requirements.

Upon review and receipt of comments from the OWNER, MDG will proceed with the 90% Design Development Document production

Phase 2 – Design Development (30%): Not Included

Phase 3A – Contract Documents (60%): Not Included

Phase 3B - Contract Documents (90%): MDG will proceed with 90% Contract Documents, including finalizing the construction phasing plan. A Project Manual, which will contain front-end documents, technical specifications, and the geotechnical report, will be completed. In addition, 90% construction drawings will be prepared including:

1. Cover Sheet
2. Staging and Haul Routes
3. General Notes
4. Existing Conditions
5. Geotech and Survey Information
6. Survey Control Plans
7. Project Safety/Phasing Plan
8. Staking and Demolition Plans
9. Erosion Control Plan
10. Geometry Plan
11. Typical Sections
12. Paving, Grading, and Drainage Plans
13. Paving and Drainage Details
14. Pavement Typical Sections
15. Pavement Marking

MDG will submit electronic copies of the 90% contract documents to JACOBS for review.

Phase 3C – Contract Documents (100%): Upon receipt of final comments from JACOBS, the Airport, the FDOT, and the FAA, MDG will proceed with preparing the bidding documents. This effort includes incorporating comments by updating the construction drawings, project manual (front-end documents, general provisions, and technical specifications), Engineer's Report, construction cost estimate, and construction schedule. Signed and sealed contract documents will be submitted to the Owner.

Deliverables: MDG will submit one (1) full-size and two (2) 11"X17" signed and sealed copies of the 100% contract documents to JACOBS.

Task 4 – Bidding Coordination Services: This phase will include the effort necessary to advertise for and receive bids from contractors, and to review the bids and make a recommendation of award to the Owner and the FAA. The following tasks will be performed by MDG during this phase:

1. Coordinate with the Airport for the Bidding phase.
2. Prepare for and attend the Pre-Bid Conference.
3. Address questions from Bidders.
4. Revise Contract Documents and assist Owner with issuing Addenda.

5. Attend the Bid Opening Meeting.
6. Review bids for responsiveness and accuracy.
7. Prepare certified Bid Tabs.
8. Make Recommendation of Award of the contract.

Other Provisions: The Airport and JACOBS will provide MDG access to the site and all available information pertinent to this project, including access to as-built drawings and documents on underground utilities, lighting, pavements, and underground structures within the project limits.

Phase 5 – Construction Administration Services: Not Included

5.0 Special Services

In addition to the Basic Services described herein, MDG will provide the following special services required under this contract:

1. Airspace Analysis – MDG will assist the Airport in preparing the Airspace Checklist and submit same to the FAA, via the OE/AAA web portal, in conjunction with a Construction Safety and Phasing Plan. MDG will submit multiple points and associated data to identify the different elements of the project, including construction staging areas, haul routes, and specific construction sites, for FAA's review and approval.
2. Prepare Categorical Exclusion (CATEX) – Short Form - MDG will combine portions of the document and prepare an overall CATEX for the project. The OWNER will submit the CATEX to the FAA for approval.
3. Construction Safety and Phasing Plan – MDG will prepare and submit the Construction Safety and Phasing Plan (CSPP) to the FAA in conjunction with the Airspace Checklist described above. The CSPP will contain the safety details, construction work times, and phasing requirements specific to this project and the Airport.

6.0 Services Not Included

Any services not specifically provided for in the above scope as well as any changes in the scope requested by JACOBS or the Airport will be considered additional services and will be performed at our current hourly rates as we agree prior to their performance. Services not covered under this scope include:

1. All Electrical Engineering related design services.
2. Stormwater Design and Permitting. MDG will coordinate with JACOBS in preparing the Grading and Drainage plans.
3. Geotechnical soil sampling and laboratory testing including obtaining asphalt cores, SPT or auger borings. MDG will provide a Geotechnical Exploration report including the design elements listed below. Tierra South, contracted to JACOBS, will provide technical and field support to MDG for obtaining the soil borings and other field-related data.
4. Topographic survey services.
5. Threatened or endangered species' relocation and mitigation plans.
6. Preparation of Conformed Documents after Bidding.
7. Construction Administration Services.
8. Resident Project Representative (RPR) Services during Construction.

9. Quality Assurance Testing during Construction.

7.0 Schedule

The following is a tentative schedule for this project:

Field Investigations and Program Verification:	60 Calendar Days
30% Plans - Not Included	===
60% Contract Documents- Not Included	===
90% Contract Documents	20 Calendar Days
100% Bid Documents	10 Calendar Days
Bidding Coordination	60 Calendar Days

TOTAL 150 Days

ATTACHMENT A - SURVEY SCOPE OF WORK

Taxiway E, Taxilanes, and Apron Pavement Rehabilitation Zephyrhills Municipal Airport (ZPH) Zephyrhills, Florida

1. General:

The City of Zephyrhills (City) intends to rehabilitate the existing pavement within Taxiway E, taxilanes, and apron areas at Zephyrhills Municipal Airport (ZPH). To support the design team's effort on this project, JACOBS is requesting O'Neal Surveying & Mapping, Inc. to assist in the survey of the proposed improvements. The development and survey limits are depicted in Attachment A.

The field survey for this project shall provide adequate data on the existing structures, grades, utilities, pavements, lights, signage, etc.

2. Basic Services:

- 2.1. Establish control points, construction baseline grid, and locate and identify all existing paved surfaces.
- 2.2. Locate all structures, inlets, etc. within the survey limit.
- 2.3. Paved surfaces shall be surveyed on a 25' grid with elevations taken on existing grid points, edges of pavements, ground shots at edges of pavements, and all grade breaks.
- 2.4. Locate the upper and lower end, including invert elevations and pipe material and size, of all culverts, storm drains, and sanitary sewer lines passing through the limits of the survey. Locate all drainage and sewer structures within the survey limits. Locate top and invert elevations of drainage structures and invert elevations of connecting pipes.
- 2.5. Areas off pavement shall be surveyed on a 50' grid with elevations taken on existing ground at grid points and all grade breaks. Elevations shall be taken to define all swales.
- 2.6. Locate all signs, lights, and NAVAIDs including sign message, description of the type of sign, any concrete sign base/footer, and lights type and height.
- 2.7. Locate all duct banks, cables, and utilities, including but not limited to waterline, telephone, electric, and communication cable.
- 2.8. Locate all pavement markings.
- 2.9. Locate all other features which lie within the survey zone.
- 2.10. Locate all the trees in the limit of survey zone, including the description of the type and size
- 2.11. Products
 - 2.11.1. Provide topographic survey drawings of the areas identified above with 0.5-foot contours and all elevation shots. Maps will show field survey information as described in each item. The maps will be at a scale to best display the information.

- 2.11.2. Provide a DTM file compatible with the Civil 3D program. All survey points shall have a descriptor identifying the shot as pavement, edge of pavement, ground at edge of pavement, etc.

2.12. Survey Accuracy:

- 2.12.1. Elevations of pavement, structures, inverts, and paved swales to the nearest 0.01 foot.
- 2.12.2. Elevations of non-paved areas to the nearest 0.1 foot.
- 2.12.3. Horizontal location of all features to the nearest 0.1 foot. The horizontal location of utility structures, lights, and small slabs shall be referenced to the center of the structure.
- 2.12.4. All vertical controls shall be referenced to the North American Vertical Datum of 1988 (NGVD1988).
- 2.12.5. All horizontal controls shall be referenced to the NAD1983 State Plane Coordinate System.
- 2.12.6. Identify the existing airport controls, Primary Airport Control Points (PACS) and Secondary Airport Control Points (SACS) that have been adjusted by the National Geodetic Survey (NGS)

3. Miscellaneous Requirements:

- 3.1. All personnel working within the airport's secured Air Operations Area (AOA) shall have valid Identification.
- 3.2. All vehicles operating within the secured AOA shall be marked with company logos and have flashing lights.
- 3.3. Coordinate with the Engineer/Owner to arrange access to the site.
- 3.4. Coordinate with the Engineer/Owner to arrange for background data, drawings, and records on existing conditions and underground utilities.

4. Swales/Ditches and Plants:

- 4.1. The survey shall include the location, species and size of all trees and plants within the survey limits. All woody plants having a diameter of 3 inches or larger as measured at a point of 4 ½ feet above the ground level and having defined crown of foliage shall be considered trees.
- 4.2. Provide survey shots within swales/ditches and drainage channels in order to clearly define the shape and contour of each feature. Survey shots within these areas may be obtained on a 50-foot grid or fractions thereof.

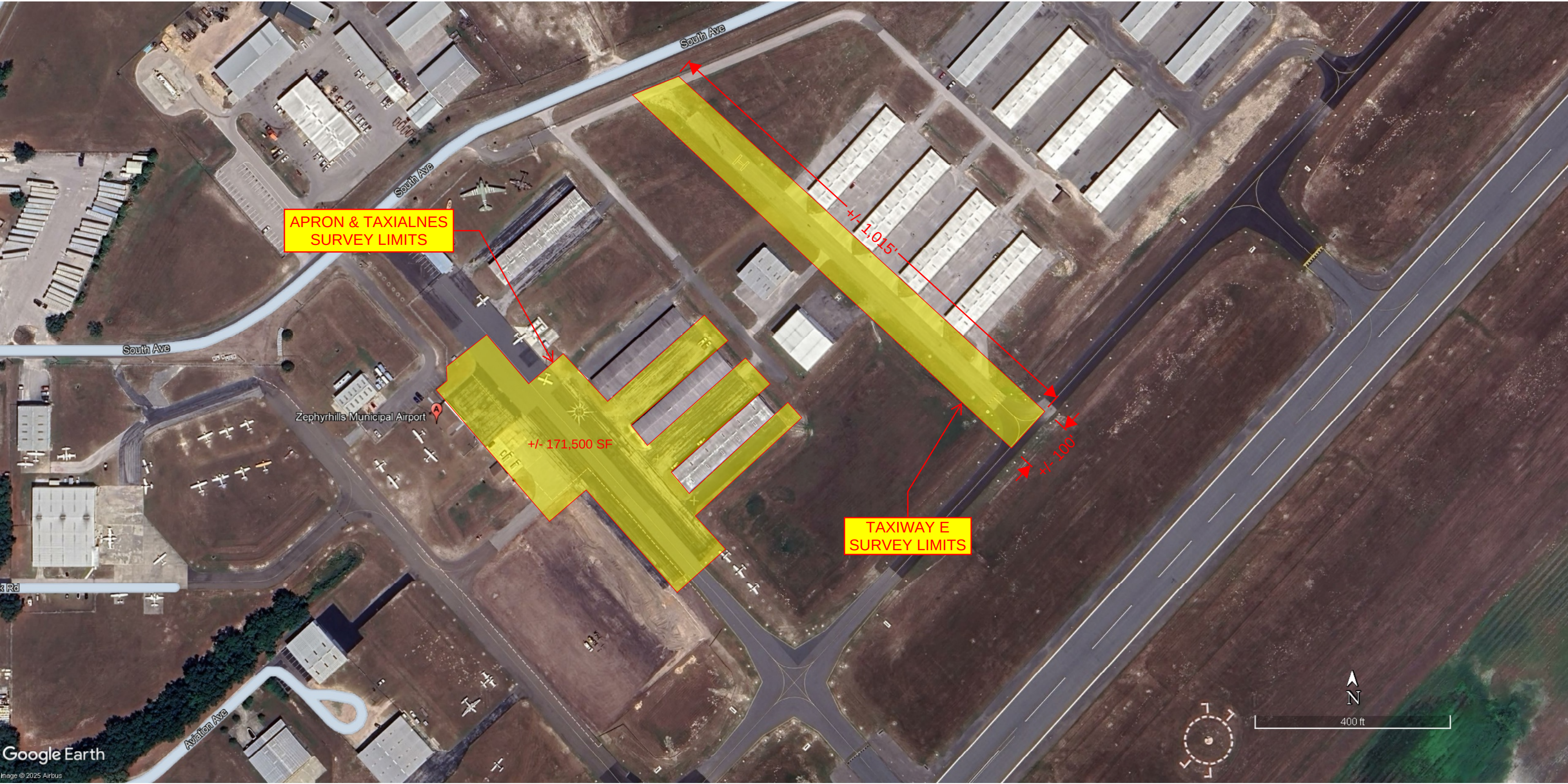
5. Items Excluded From this Proposal:

- 5.1. Excavation and probing for underground lines, conduits, or obstructions.
- 5.2. Aerial photography of the sites.

5.3. Extensive weather delays or airport operations and administrative delays caused by others.

6. Schedule:

All work is to be completed within 21 consecutive calendar days of the date of Notice-to-Proceed.



GEOTECHNICAL FIELD SERVICES SCOPE OF WORK Taxiway E, Taxilane, and Apron Pavement Rehabilitation Zephyrhills Municipal Airport (ZPH)

GEOTECHNICAL FIELD AND LABORATORY SERVICES

The City of Zephyrhills (City) intends to rehabilitate the existing pavement within the Taxiway E, taxilane, and apron areas depicted in Figure 1. To support the design team effort on this project, JACOBS is requesting TSFGeo to perform a number of Standard Penetration Test (SPT) borings within these areas. The following is a summary of the geotechnical field scope of work:

- Mobilize to the site (picture ID of field personnel, airport flags on drilling equipment, strobe lights and company decals are required), escort will be provided, assume daytime work [7:00 AM to 7:00 PM].
- Clear each boring location to avoid buried utilities prior to drilling, use GPR or other reliable methods for this task.
- Perform pavement cores/Standard Penetration Tests (SPT) at borings B-01 thru B-10. At each boring location retrieve a pavement core, measure and record pavement type and thickness, measure and record base course type and thickness. Extend all borings to 6 feet below the bottom of the base course or auger refusal. See Figure No. 1 for Field Exploration Map for details.
- Measure and record groundwater levels immediately following completion of each boring.
- Grout all borings to the surface and thoroughly clean work areas of loose debris, soil cuttings, asphalt/concrete fragments, mud, etc. Cap the top of each boring by providing a smooth neat domed surface about 1/8" above the surrounding edges.
- Perform laboratory testing on select soil samples to be selected by Engineer. Laboratory tests will consist of 10 moisture contents and 10 washes (materials finer than No. 200 sieve).
- Relinquish collected SPT samples, logs, and any other field data to Engineer. No engineering services are required.
- All work to be completed within 30 consecutive calendar days from Notice-to-Proceed.

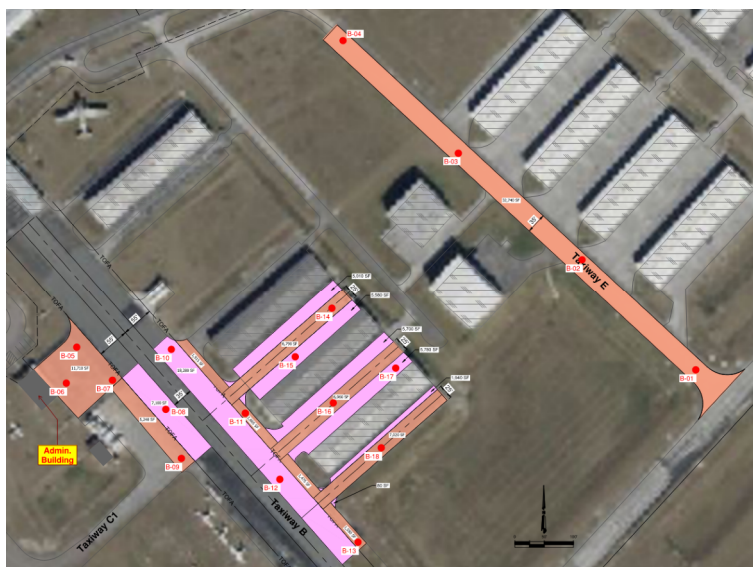


Figure 1: Field Exploration Map

LEGEND

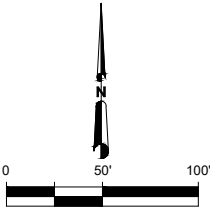


FAA ELIGIBLE - 77,095 SF
(60.91%)

FAA NON-ELIGIBLE - 49,470 SF
(39.09%)

TOFA TAXIWAY OBJECT
FREE AREA

TOTAL REHAB AREA = 126,565 SF





2202 N. Westshore Blvd., Suite 200
Tampa, Florida 33607

EXHIBIT B - FEE SUMMARY
Airfield Pavements Rehabilitation
Zephyrhills Municipal Airport (ZPH)

TASK		Totals
<u>Basic Services (Lump Sum)</u>		
<i>Pre-Design and Due Diligence</i>		\$2,885.92
<i>Sub: MDG - General Support</i>		\$4,638.00
<i>Sub: TSF - Geotech Investigation & Testing</i>		\$10,021.00
<i>Sub: OSM - Surveying</i>		\$12,500.00
Subtotal		\$30,044.92
<i>Design Development (30%) - Not Included</i>		\$0.00
Subtotal		\$0.00
<i>Construction Documents (60%) - Not Included</i>		\$0.00
Subtotal		\$0.00
<i>Construction Documents (90%)</i>		\$4,742.64
<i>Sub: MDG - General Support</i>		\$34,232.00
Subtotal		\$38,974.64
<i>Construction Documents (100%)</i>		\$2,107.84
<i>Sub: MDG - General Support</i>		\$10,684.00
Subtotal		\$12,791.84
<i>Bidding Coordination</i>		\$2,371.32
<i>Sub: MDG - General Support</i>		\$8,270.00
Subtotal		\$10,641.32
Total Basic Services:		\$92,452.72
<u>Special Services (Lump Sum)</u>		
<i>Airspace Analysis</i>		\$3,000.00
<i>Prepare Short-Form CATEX</i>		\$358.00
<i>Prepare a CSPP</i>		\$4,134.00
Total Special Services:		\$7,492.00
Total Fees (Lump Sum):		\$99,944.72

TASK	Sub Task	Principal	Sr. Project Manager	Drainage Engineer	Senior CADD Tech	Project Engineer	Admin Assistant	Totals
		\$295.01	\$263.48	\$202.89	\$133.61	\$100.20	\$64.84	
1A	Pre-Design and Due Diligence							
1	Compile and review project related documents							0
2	Perform a site visit and verify as-built							0
3	Prepare preliminary cost estimate							0
4	Coordinate with the OWNER, FAA and attend Pre-Design meeting		4					4
5	Determine number and location of pavement cores, site visit, and coordinate with subs							0
6	Coordinate with subconsultants (including invoicing)		4				12	16
7	Prepare a Preliminary Construction Schedule							0
8	Verify permit requirements							0
	Total Labor Hours:	0	8	0	0	0	12	20
	Total Labor Costs:	\$0.00	\$2,107.84	\$0.00	\$0.00	\$0.00	\$778.08	\$2,885.92

2 Design Development (30%) - Not Included

3A Construction Documents (60%) - Not Included

3B Construction Documents (90%)

1	Respond to 60% Comments							0
2	Finalize Construction Cost Estimate							0
3	Finalize Construction Schedule							0
4	Finalize Engineer's Report							0
5	Prepare 90% Drawings: Cover Sheet, Staging and Haul Routes, General Notes, Existing Conditions, Geotech and Survey Information, Survey Control Plans, Staking and Demo Plans, Erosion Control Plan, Geometry Plan, Grading and Drainage Plan, Paving Plan, Paving Details, Pavement Typical Sections, , Marking Plan and details, Misc. Details							0
6	Complete Front-End Documents							0
7	Complete Technical Specifications							0
8	Quality Reviews and Control		8					8
9	Submit 90% Documents		2					2
10	General Coordination with Owner		8					8
	Total Labor Hours:	0	18	0	0	0	0	18
	Total Labor Costs:	\$0.00	\$4,742.64	\$0.00	\$0.00	\$0.00	\$0.00	\$4,742.64

3C Construction Documents (100%)

1	Incorporate Final Review Comments and Finalize Plans, Specs and Quantities							0
2	Prepare Final Bid Documents							0
3	Prepare and Submit Final CDs		2					2
4	Quality Reviews and Control		6					6
	Total Labor Hours:	0	8	0	0	0	0	8
	Total Labor Costs:	\$0.00	\$2,107.84	\$0.00	\$0.00	\$0.00	\$0.00	\$2,107.84

4 Bidding Coordination

1	Prepare Issued for Bid Construction Documents		2					2
2	Prepare for and Attend Pre-Bid Conference		2					2
3	Answers to Bidders/Issue Addenda							0
4	Revise Construction Documents and Issue Addenda							0
5	Attend Bid Opening		2					2
6	Review Bids for Responsiveness		1					1
7	Certified Bid Tabs/Award Contract		1					1
8	Make recommendation of Award		1					1
	Total Labor Hours:	0	9	0	0	0	0	9
	Total Labor Costs:	\$0.00	\$2,371.32	\$0.00	\$0.00	\$0.00	\$0.00	\$2,371.32

Total Basic Services (Lump Sum): \$12,107.72

Special Services

1	Airspace Analysis							0
	A. Prepare form 7460-1 (Temporary, Perm)							0
	B. Prepare Site Exhibits							0
	C. Upload and Coordinate with FAA							0
	Sub Total Airspace Hours:	0	0	0	0	0	0	0
	Sub Total Airspace Fee:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2	Prepare Short-Form CATEX							0
	Sub Total CATEX Hours:	0	0	0	0	0	0	0
	Sub Total CATEX Fee:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3	Prepare a CSPP							0
	A. Prepare Report and Necessary Drawings							0
	B. Submit Report via OEAAA							0
	C. Coordination with Owner and FAA							0
	Sub Total CSPP Hours:	0	0	0	0	0	0	0
	Sub Total CSPP Fee:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Total Special Services (Lump Sum): \$0.00

Total Fees (Lump Sum): \$12,107.72

EXHIBIT B - FEES
Taxiway E, Taxi lane, and Apron Pavement Rehabilitation
Zephyrhills Municipal Airport (ZPH)



2202 N. Westshore Blvd., Suite 200
Tampa, Florida 33607

TASK	Sub Task	Principal	Project Manager	Senior Engineer	Designer	Technician	Clerical	Totals
		\$269.00	\$210.00	\$179.00	\$131.00	\$128.00	\$101.00	
1A	Pre-Design and Due Diligence							
	1 Compile and review project related documents			2	2			4
	2 Perform a site visit and verify as-built		2	2	2			6
	3 Prepare preliminary cost estimate			2	2			4
	4 Coordinate with the OWNER, FAA and attend Pre-Design meeting	2						2
	5 Determine number and location of pavement cores, site visit, and coordinate with subs		2					2
	6 Meet and coordinate with subconsultants		2				2	4
	7 Prepare a Preliminary Construction Schedule		2					2
	8 Verify permit requirements			2				2
	Total Labor Hours:	2	8	8	6		2	26
	Total Labor Costs:	\$538.00	\$1,680.00	\$1,432.00	\$786.00		\$202.00	\$4,638.00
2	Design Development (30%) - Not Included							
3A	Construction Documents (60%) - Not Included							
3B	Construction Documents (90%)							
	1 Respond to 60% Comments		4	4	4			12
	2 Finalize Construction Cost Estimate		4	4	4			12
	3 Finalize Construction Schedule		4	4	4			12
	4 Finalize Engineer's Report		4	4	4		2	14
	5 Prepare 90% Drawings: Cover Sheet, Staging and Haul Routes, General Notes, Existing Conditions, Geotech and Survey Information, Survey Control Plans, Staking and Demo Plans, Erosion Control Plan, Geometry Plan, Grading and Drainage Plan, Paving Plan, Paving Details, Pavement Typical Sections, , Marking Plan and details, Misc. Details		8	32	80		2	122
	6 Complete Front-End Documents		2	4	4		2	12
	7 Complete Technical Specifications		2	4	4		2	12
	8 Quality Reviews and Control	4						4
	9 Submit 90% Documents		2	4	4		2	12
	10 General Coordination with Owner	2	2					4
	Total Labor Hours:	6	32	60	108		10	216
	Total Labor Costs:	\$1,614.00	\$6,720.00	\$10,740.00	\$14,148.00		\$1,010.00	\$34,232.00
3C	Construction Documents (100%)							
	1 Incorporate Final Review Comments and Finalize Plans, Specs and Quantities		2	8	40		2	52
	2 Prepare Final Bid Documents		2	2	4		2	10
	3 Prepare and Submit Final CDs		2		4		2	8
	4 Quality Reviews and Control	2					2	4
	Total Labor Hours:	2	6	10	48		8	74
	Total Labor Costs:	\$538.00	\$1,260.00	\$1,790.00	\$6,288.00		\$808.00	\$10,684.00
4	Bidding Coordination							
	1 Prepare Issued for Bid Construction Documents		2	2	4			8
	2 Prepare for and Attend Pre-Bid Conference	2	2	2				6
	3 Answers to Bidders/Issue Addenda		2	2	4		2	10
	4 Revise Construction Documents and Issue Addenda		2	2	4			8
	5 Attend Bid Opening		2				2	4
	6 Review Bids for Responsiveness		2				2	4
	7 Certified Bid Tabs/Award Contract		2	2			2	6
	8 Make recommendation of Award		2				2	4
	Total Labor Hours:	2	16	10	12		10	50
	Total Labor Costs:	\$538.00	\$3,360.00	\$1,790.00	\$1,572.00		\$1,010.00	\$8,270.00
	Total Basic Services (Lump Sum):							\$57,824.00
Special Services								
	1 Airspace Analysis							
	A. Prepare form 7460-1 (Temporary, Perm)		2	2			2	6
	B. Prepare Site Exhibits		2	2	2		2	8
	C. Upload and Coordinate with FAA		2	2				4
	Sub Total Airspace Hours:		6	6	2		4	18
	Sub Total Airspace Fee:		\$1,260.00	\$1,074.00	\$262.00		\$404.00	\$3,000.00

MDG MOHSEN
DESIGN
GROUP

TASK	Sub Task		Principal	Project Manager	Senior Engineer	Designer	Technician	Clerical	Totals
			\$269.00	\$210.00	\$179.00	\$131.00	\$128.00	\$101.00	

Total Fees (Lump Sum): \$65,316.00



Jan. 17, 2025

RE: Zephyrhills Airport Taxiway “E”, Apron and Taxilanes Rehab Survey

O’Neal Surveying and Mapping, Inc. (OSM) is pleased to provide you with a scope of services for the Zephyrhills Airport Surveys in Zephyrhills, Florida. The project and services include the following:

SCOPE OF SERVICES

A Topographic Survey which will provide data on the existing grades, utilities, pavements, lights, signage, structures, etc. within the Limits of Survey provided by Jacobs (total of 6.27 acres, +/-) and included in this proposal as “Exhibit A”.

Basic Services:

The field survey for this project shall provide adequate data on the existing structures, grades, utilities, pavements, lights, signage, etc.

2. Basic Services:

2.1. Establish control points, construction baseline grid, and locate and identify all existing paved surfaces.

2.2. Locate all structures, inlets, etc. within the survey limit.

2.3. Paved surfaces shall be surveyed on a 25’ grid with elevations taken on existing grid points, edges of pavements, ground shots at edges of pavements, and all grade breaks.

2.4. Locate the upper and lower end, including invert elevations and pipe material and size, of all culverts, storm drains, and sanitary sewer lines passing through the limits

of the survey. Locate all drainage and sewer structures within the survey limits. Locate top and invert elevations of drainage structures and invert elevations of connecting pipes.

2.5. Areas off pavement shall be surveyed on a 50' grid with elevations taken on existing ground at grid points and all grade breaks. Elevations shall be taken to define all swales.

2.6. Locate all signs, lights, and NAVAIDs including sign message, description of the type of sign, any concrete sign base/footer, and lights type and height.

2.7. Locate all duct banks, cables, and utilities, including but not limited to waterline, telephone, electric, and communication cable, but only as visible above ground or as marked or uncovered by others.

2.8. Locate all pavement markings.

2.9. Locate all other features which lie within the survey zone.

2.10. Locate all the trees in the limit of survey zone, including the description of the type and size.

2.11. Products

2.11.1. Provide topographic survey drawings of the areas identified above with 0.5-foot contours and all elevation shots. Maps will show field survey information as described in each item. The maps will be at a scale to best display the information.

2.11.2. Provide a DTM file compatible with the Civil 3D program. All survey points shall have a descriptor identifying the shot as pavement, edge of pavement, ground at edge of pavement, etc.

2.12. Survey Accuracy: (See Pages 3 and 4)

3. Miscellaneous Requirements:

3.1. All personnel working within the airport's secured Air Operations Area (AOA) shall have valid Identification.

3.2. All vehicles operating within the secured AOA shall be marked with company logos and have flashing lights.

3.3. Coordinate with the Engineer/Owner to arrange access to the site.

3.4. Coordinate with the Engineer/Owner to arrange for background data, drawings, and records on existing conditions and underground utilities.

4. Swales/Ditches and Plants:

4.1. The survey shall include the location, species and size of all trees and plants within the survey limits. All woody plants having a diameter of 3 inches or larger as measured at a point of 4 ½ feet above the ground level and having defined crown of foliage shall be considered trees.

4.2. Provide survey shots within swales/ditches and drainage channels in order to clearly define the shape and contour of each feature. Survey shots within these areas may be obtained on a 50-foot grid or fractions thereof.

5. Items Excluded From this Proposal:

5.1. Excavation and probing for underground lines, conduits, or obstructions.

5.2. Aerial photography of the sites.

5.3. Extensive weather delays or airport operations and administrative delays caused by others.

6. Schedule: All work is to be completed within 21 consecutive calendar days of the date of Notice-to-Proceed.

Deliverables:

Provide topographic survey drawings of the areas identified above with 0.5- foot contours and all elevation shots. Maps will show field survey information as described in each item. The maps will be at a scale to best display the information, to be agreed upon by OSM and Jacobs.

Provide a DTM file compatible with the Civil 3D program. All survey points shall have a descriptor identifying the shot as pavement, edge of pavement (EOP), ground (gnd), etc.

Survey Accuracy:

Elevations of pavement, structures, inverts, and paved swales to the nearest 0.03 foot at 95% confidence level. Spot elevations on hard surfaces will be depicted to the nearest 0.01 feet.

Elevations of non-paved areas to the nearest 0.1 foot.

Horizontal location of all features to the nearest 0.1 foot. The horizontal location of utility structures, lights, and small slabs shall be referenced to the center of structure.

All vertical controls shall be referenced to the North American Vertical Datum of 1988 (NGVD1988).

All horizontal controls shall be referenced to the NAD1983 State Plane Coordinate System.

Use the Airport's Primary and Secondary Airport Control Stations (PACs and SAC,s).

Miscellaneous Requirements:

All OSM personnel working within the secured Air Operations Area (AOA) of the airport shall have valid Identification (State issued Driver's License).

All OSM vehicles operating within the secured AOA shall be marked with company logos and have flashing lights.

OSM staff will coordinate with the Owner to arrange access to the site.

OSM staff will coordinate with Jacobs to arrange for background data, drawings, and records on existing conditions and underground utilities. Plans to be provided to OSM in digital Civil3D format.

Items Excluded From this Proposal:

Boundary survey work.

Excavation and probing for underground lines, conduits, or obstructions. Utility locations will be taken from plans provided to OSM, other than those utilities clearly visible above ground, or marked and uncovered by others.

Aerial photography of the sites.

Weather delays, or airport operations and administrative delays caused by others, of no more than 4 days (Monday thru Friday). Delays in excessive of 4 days, by weather or others) will extend the schedule proportionally for number of days the survey is delayed.

Schedule:

Upon Notice to Proceed, OSM will have two weeks to mobilize and begin the field survey. All work is to be completed within 40 consecutive calendar days once the project has begun.

Total Lump Sum Survey Fee \$ 12,500.00

Project Assumptions

1. No Runway closures will be required. Taxiway “E” will be closed for the duration of the field survey.
2. This is strictly a daytime operation and with the exception of weather, crews will be allowed to work for up to 10 hours per day, Monday through Friday.
3. No background checks, fingerprints or badging will be required.

Work Zone Safety:

All work zone and Airport safety, rules and procedures as required by the Zephyrhills Airport will be observed and strictly adhered to by OSM. All survey activity will be coordinated with Jacobs staff prior to and during commencement. Any and all vehicles to be utilized in said survey activities will be authorized by and registered as required. Said vehicles to have current decal, display company name/identification and maintain proper lighting requirements.

Quality Control/Quality Assurance and Field Review:

Verification of the field conditions as related to the collected survey data prior to any topographic survey data submittal.

All activities required to supervise and coordinate the survey project will be performed by the OSM project supervisor, a Florida P.S.M. or their delegate.

OSM will implement their QA/QC plan to include review, response to comments and any resolution meetings if required, preparation of submittals for reviews, etc.

Thank you for this opportunity and please do not hesitate to call if you have any questions or concerns

Sincerely,
O’Neal Surveying & Mapping, Inc.

Mary E. O’Neal, PSM
President

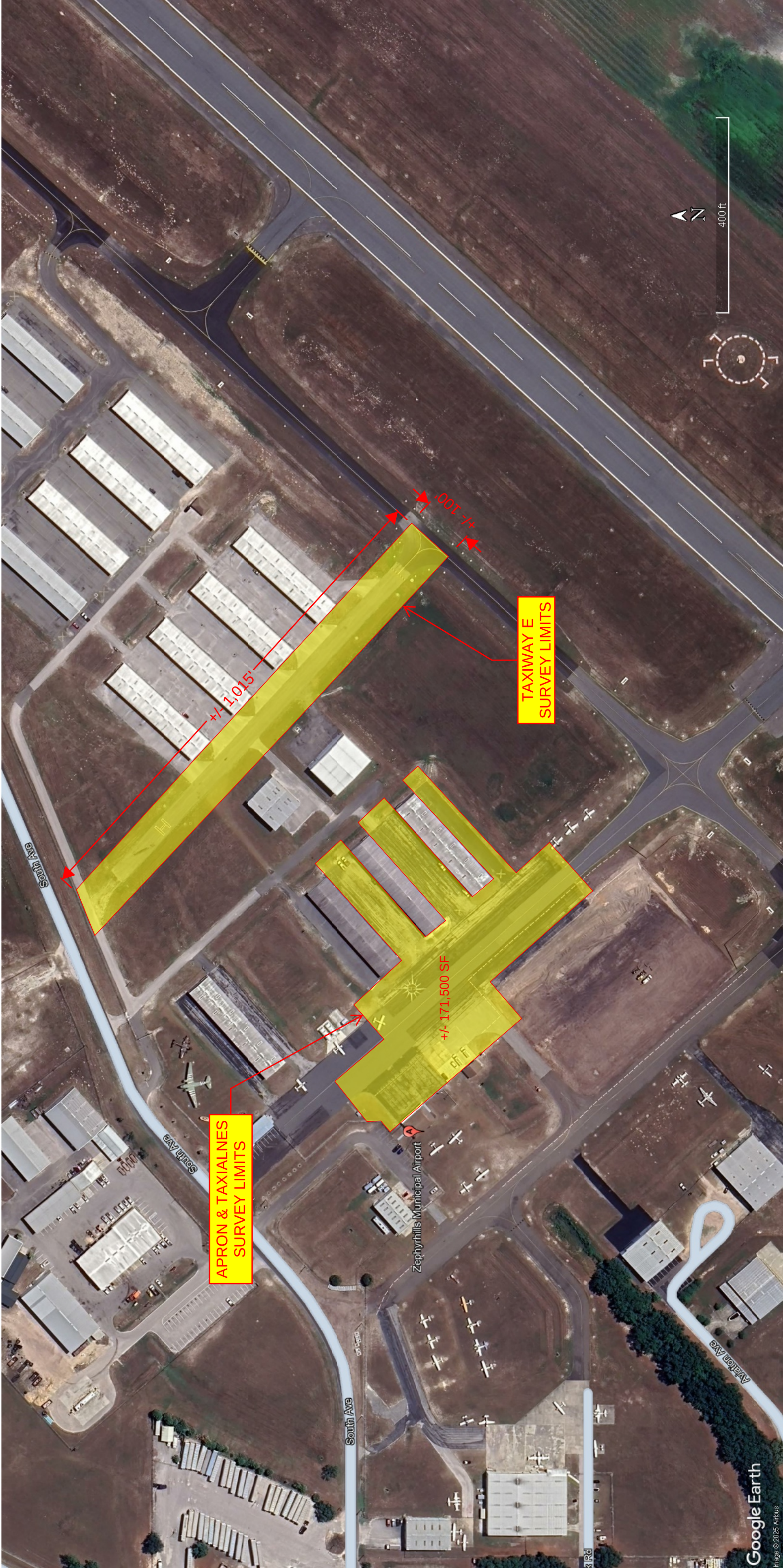


EXHIBIT "A"



January 17, 2025

Jacobs
5401 W. Kennedy Blvd, Suite 900
Tampa, FL 33609

Attn: Joe Sawmiller, P.E.

**Re: Fee Estimate for Geotechnical Services
Taxiway E, Taxilane, and Apron Pavement Rehabilitation
Zephyrhills Municipal Airport (ZPH)
Pasco County, Florida
TSF Proposal No.: 2501-032**

As requested, **TSFGeo** is pleased to submit this proposal for the above-referenced project. The proposal is based on information provided in your email dated January 16, 2025. It is our understanding that a subsurface investigation is requested for the above-mentioned project. The project is located at Zephyrhills Municipal Airport in Pasco County, Florida.

This proposal includes an outline of our proposed scope of work, an estimate of the total fees, and our anticipated schedule for completion of the work.

PROPOSED SCOPE OF WORK

The scope of services, as requested, for each project is as follows:

1. Perform ten (10) pavement cores with base depth check, and a Standard Penetration Test (SPT) boring to a depth of 6 feet below the base.
2. Perform Ground Penetrating Radar (GPR) to locate utility conflicts at the test locations.
3. Measure groundwater levels, if encountered.

The borings will be grouted to the ground surface, capped with a smooth near domed surface to 1/8-inch above the surrounding edge, and loose debris, soil, mud, etc. removed from the work area

It is understood that the fieldwork will be performed concurrently between 7am to 7pm, an escort will be provided, and the SPT samples, logs, and field data collected onsite.

ESTIMATED FEES

It is proposed that the fee for the performance of the scope of services outlined above is determined on a unit price basis in accordance with the attached Fee Schedule and that the work be performed pursuant to TSF's General Conditions enclosed herewith and incorporated into this proposal.

The total fee will be **\$10,021**. Our estimate covers the field and lab work. Not included are drafting, engineering recommendations, reviews of drawings, preparation of construction specifications, special conferences, and any other work requested after the field and lab work is completed.

SCHEDULE AND AUTHORIZATION

TSF will proceed with the work after receipt of a signed copy of this proposal or executed sub consultant agreement. With our present schedule, we can commence work within the 30 days requested (weather permitting) and fieldwork is expected to take one to two days to complete. The laboratory tests can be provided within two weeks of completion of the fieldwork.

We appreciate the opportunity to submit this proposal and look forward to working with you on this project. If you should have any questions concerning our proposal, please contact our office.

Respectfully submitted,

TIERRA SOUTH FLORIDA, INC.



Amy L. Guisinger, P.E.
Principal Engineer



Tyler Gorman
Project Manager

Attachments: General Conditions
Fee Estimate
Scope and Concept Plans (Provided)

AUTHORIZED BY:	INVOICE TO:
Firm:	Firm:
Name:	Name:
Title:	Address:
Date:	Phone #:

TSFGeo's General Conditions

1. **SCOPE OF WORK:** Work means the specific geotechnical, analytical, testing or other service to be performed by TSFGeo as set forth in TSFGeo's proposal, Client's acceptance of the scope of work and these General Conditions. Additional work ordered by Client shall also be subject to these General Conditions. "Client" refers to the person or business entity ordering the work to be done by TSFGeo. Client shall communicate these General Conditions to each and every third party to whom Client transmits any part of TSFGeo's work. TSFGeo shall have no duty or obligation to any third party greater than that set forth in TSFGeo's proposal, Client's acceptance of TSFGeo's proposal and these General Conditions. The ordering of work from TSFGeo, or the reliance on any of TSFGeo's work, shall represent acceptance of the terms of TSFGeo's proposal and these General Conditions, regardless of the terms of any subsequently issued document.
2. **RIGHT-OF-ENTRY** -The client will provide right-of-entry for TSFGeo and all necessary equipment in order to complete the work. While TSFGeo will take all reasonable precautions to minimize any damage to the property, it is understood by Client that in the normal course of work some damage may occur; the correction of which is not part of this agreement.
3. **DAMAGE TO EXISTING MAN-MADE OBJECTS** -The Client, will provide the location of all underground utilities or obstructions to TSFGeo who, in the prosecution of their work, will take all reasonable precautions to avoid damage or injury to any such subterranean structure or utility. The Owner agrees to hold TSFGeo harmless for any damages to subterranean structures which are not called to TSFGeo's attention and correctly shown on the plans furnished and will reimburse TSFGeo for any expenses in connection with any claims or suits including reasonable attorney fees at the trial and appellate levels.
4. **IN-PLACE MATERIALS TESTING** - TSFGeo will not be responsible for repair or damage to portions of structures designated for in-place materials testing. Repairs can be made for aesthetic reasons if requested in advance of the work to be performed. The cost for labor and materials would be charged.
5. **SAMPLE RETENTION** - TSFGeo will retain all soil and rock samples obtained for geotechnical explorations for 30 days. Samples subjected to Construction Materials and Laboratory testing are disposed of subsequent to testing. Further storage or transfer of samples can be made at Client's expense upon written authorization.
6. **DEFINITION OF RESPONSIBILITY (OBSERVATION SERVICES)** - The presence of our field representative will be for the purpose of providing observation and field testing. Our work does not include supervision or direction of the actual work of the contractor, his employees or agents. The contractor for this project should be so advised.
 - 6.1. The Contractor should also be informed that neither the presence of our field representative or the observation and testing by our firm shall excuse him in any way for defects discovered in his work. It is understood that TSFGeo will not be responsible for the Contractor's job or site safety on his project. That will be the sole responsibility of the contractor.
7. **STANDARD OF CARE** -Service performed by TSFGeo under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. No other warranty, expressed or implied, is made.
 - 7.1. Client recognizes that subsurface conditions may vary from those encountered at the location where borings, surveys or explorations are made by TSFGeo and that the data, interpretations and recommendations of TSFGeo are based solely on the information available to it. TSFGeo shall not be responsible for the interpretation by others of information developed.
8. **ORAL AGREEMENTS** -No oral agreement, guarantee, promise, representation or warranty shall be binding.
9. **OWNERSHIP OF DOCUMENTS** -All reports, boring logs, field data and notes, laboratory test data, calculations, estimates and other documents prepared by TSFGeo, as instruments of service, shall remain the property of TSFGeo until final payment is received and a letter of copyright transfer been executed.
10. **BASIS OF PAYMENT** -Payment is due within 30 days of date of invoice. Payments not made when due shall bear interest at eighteen (18) percent annum or at the maximum rate allowed by law from the date of the invoice until same is paid.
 - 10.1. If the Client fails to make any payment due to TSFGeo for service and/or expenses within 60 days of date of invoice, TSFGeo may, after giving seven days' written notice to Client, suspend services until all outstanding amounts have been paid to TSFGeo in full. Further, TSFGeo may, in addition to withholding services, or singularly, withhold reports, plans and other documents not paid in full by the Client. In the event that final payment for completed work is not made, TSFGeo shall request that all copyrighted documents which were submitted to client be returned and all information used in project plans be removed from project documents.
 - 10.2. In the event it is necessary to take legal action to effect collection, whether or not litigation is commenced, the Client agrees to reimburse TSFGeo for expenses in connection with any claims or suits, including reasonable attorney's fees, including but not limited to the trial and appellate levels.
 - 10.3. This contract shall be governed by the laws of the State of Florida.
11. **CONSTRUCTION REVIEW** - TSFGeo cannot accept responsibility for any design work unless the work includes services for construction review to determine whether or not the work performed is in substantial compliance with TSFGeo's conclusions and recommendations.
12. **INDEMNIFICATION** -TSFGeo agrees to hold harmless and indemnify Client from and against liability arising out of TSFGeo's negligent performance of the work. Client agrees to indemnify and hold TSFGeo harmless from all liability including all costs, attorney's fees and expenses of defense for any claims by any other person or corporation which may arise out of the performance or breach of this contract for which TSFGeo was not solely negligent.
13. **LIMITATION OF LIABILITY** -The Client/Owner agrees to limit TSFGeo's liability for negligent professional acts, errors or omissions, such that the total aggregate liability of TSFGeo shall not exceed \$50,000 or the total fee for the services rendered on this project; whichever is greater. The Owner further agrees to require the contractor and his subcontractors a similar limitation of liability suffered by the contractor or the subcontractors arising from TSFGeo's negligent professional acts, errors or omissions.
 - 13.1. If Client prefers to have higher limits on professional liability, TSFGeo agrees to increase the limits up to a maximum of \$1,000,000 upon Client's written request at the time of accepting our proposal provided that Client agrees to pay an additional consideration of 5 percent of our total fee. The additional charge for the higher liability limits is because of the greater risk assumed and is not strictly a charge for additional professional liability insurance.
14. **INSURANCE** -TSFGeo represents and warrants that it and its agents, staff and consultants employed by it are protected by Worker's Compensation insurance and Employer's Liability Insurance in conformance with applicable state laws. TSFGeo has such coverage under public liability and property damage insurance policies that TSFGeo deems to be adequate. A Certificate of Insurance can be supplied evidencing such coverage upon request.
 - 14.1. Within the limits and conditions of such insurance, TSFGeo agrees to indemnify and save client harmless from and against any loss, damage or liability arising from any negligent acts by TSFGeo, its agents, staff and consultants employed by it. TSFGeo shall not be responsible for any loss, damage or liability beyond the amounts, limits and considerations of such insurance. TSFGeo shall not be responsible for any loss, damage or liability arising from any acts by clients, its agents, staff and other consultants employed by it.
 - 14.2. Cost of the above coverage is included in our quoted fees. If additional coverage or increased limits of liability are required, TSFGeo will endeavor to obtain the requested insurance and charge separately for costs associated with additional coverage or increased limits.
15. **TERMINATION** -This agreement may be terminated by either party upon seven days written notice in the event of substantial failure by the other party to perform in accordance with the terms thereof. Such termination shall not be effective if the substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, TSFGeo shall be paid for services performed to the termination notice date plus reasonable termination expenses.
 - 15.1. In the event of termination or suspension for more than three months, prior to completion of all reports contemplated by this Agreement, TSFGeo may complete a report on the services performed to the date of notice of termination or suspension. The expenses of termination or suspension shall include all direct costs for TSFGeo in completing such analyses, records and reports.
16. **CLIENT'S OBLIGATION TO NOTIFY TSFGeo** - Client represents and warrants that it has advised TSFGeo of any known or suspected hazardous materials or conditions, utility lines and pollutants at any site at which TSFGeo is to do work hereunder, and unless TSFGeo has assumed in writing the responsibility of locating subsurface objects, structures, lines or conduits, Client agrees to defend, indemnify and save TSFGeo harmless from all claims, suits, losses, costs and expenses, including reasonable attorney's fees as a result of personal injury, death or property damage occurring with respect to TSFGeo's performance of its work and resulting to or caused by contact with subsurface or latent objects, structures, lines or conduits where the actual or potential presence and location thereof were not revealed to TSFGeo by Client.
17. **HAZARDOUS MATERIALS** -This agreement shall not be interpreted as requiring TSFGeo to assume the status of an owner, operator, generator, storer, transporter, treater or disposal facility as those terms appear within RCRA or within any Federal or State statute or regulation governing the generation, transportation, treatment, storage and disposal of pollutants.

Initial _____

**Zephyrhills Municipal Airport (ZPH)
Taxiway E, Taxilane, and Apron Pavement Rehabilitation
GEOTECHNICAL FIELD SERVICES
Fee Estimate**

I. FIELD INVESTIGATION

	<u>Unit</u>	<u>Unit Rate</u>	<u>Quantity</u>	<u>Total</u>
Mobilization of Men and Equipment - Truck Mounted	Trip	\$625.00	1	\$ 625.00
Support Vehicle	Trip	\$250.00	1	\$ 250.00
Standby Drill Crew	Hour	\$185.00	4	\$ 740.00
Standard Penetration Test Borings, 0 to 50 feet	L.F.	\$20.00	60	\$ 1,200.00
Grout-Seal Borehole, 0 to 50 feet	L.F.	\$9.00	60	\$ 540.00
Safety Lights	Day	\$400.00	1	\$ 400.00
Asphalt Core	Each	\$200.00	10	\$ 2,000.00
Ground Penetrating Radar - Utility Clearance	Day	\$1,950.00	1	\$ 1,950.00
Field Subtotal:				\$ 7,705.00

II. SOILS TESTING

Soils Moisture Content Laboratory (AASHTO T 265)	Test	\$28.00	10	\$ 280.00
Soils Materials Finer than 200 Sieve (FM 1-T011)	Test	\$63.00	10	\$ 630.00
Soils Testing Subtotal:				\$ 910.00

III.. COORDINATION/MANAGEMENT

Project Manager	Hour	\$284.00	4	\$ 1,136.00
Drilling Coordinator	Hour	\$135.00	2	\$ 270.00
Engineering/Coordination/Management Subtotal:				\$ 1,406.00

TOTAL: \$10,021.00

GEOTECHNICAL FIELD SERVICES SCOPE OF WORK Taxiway E, Taxilane, and Apron Pavement Rehabilitation Zephyrhills Municipal Airport (ZPH)

GEOTECHNICAL FIELD AND LABORATORY SERVICES

The City of Zephyrhills (City) intends to rehabilitate the existing pavement within the Taxiway E, taxilane, and apron areas depicted in Figure 1. To support the design team effort on this project, JACOBS is requesting TSFGEO to perform a number of Standard Penetration Test (SPT) borings within these areas. The following is a summary of the geotechnical field scope of work:

- Mobilize to the site (picture ID of field personnel, airport flags on drilling equipment, strobe lights and company decals are required), escort will be provided, assume daytime work [7:00 AM to 7:00 PM].
- Clear each boring location to avoid buried utilities prior to drilling, use GPR or other reliable methods for this task.
- Perform pavement cores/Standard Penetration Tests (SPT) at borings B-01 thru B-10. At each boring location retrieve a pavement core, measure and record pavement type and thickness, measure and record base course type and thickness. Extend all borings to 6 feet below the bottom of the base course or auger refusal. See Figure No. 1 for Field Exploration Map for details.
- Measure and record groundwater levels immediately following completion of each boring.
- Grout all borings to the surface and thoroughly clean work areas of loose debris, soil cuttings, asphalt/concrete fragments, mud, etc. Cap the top of each boring by providing a smooth neat domed surface about 1/8" above the surrounding edges.
- Perform laboratory testing on select soil samples to be selected by Engineer. Laboratory tests will consist of 10 moisture contents and 10 washes (materials finer than No. 200 sieve).
- Relinquish collected SPT samples, logs, and any other field data to Engineer. No engineering services are required.
- All work to be completed within 30 consecutive calendar days from Notice-to-Proceed.

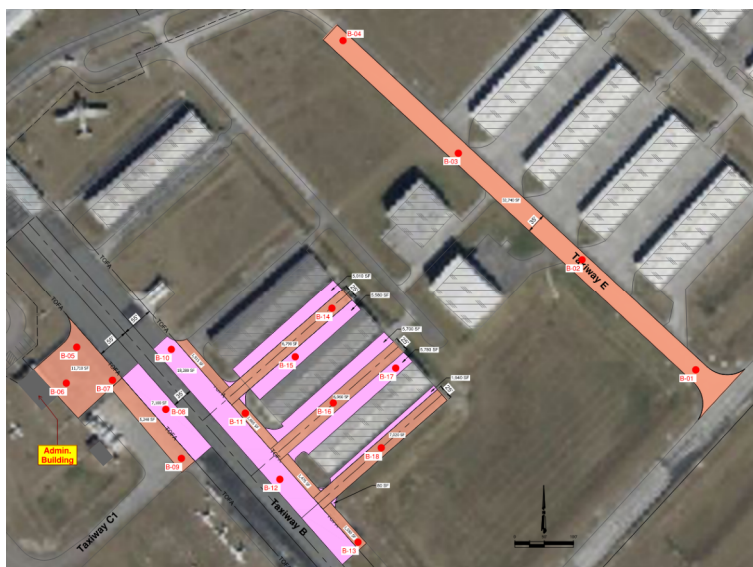


Figure 1: Field Exploration Map

LEGEND

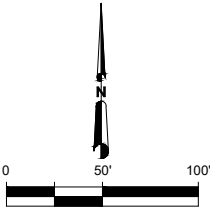


FAA ELIGIBLE - 77,095 SF
(60.91%)

FAA NON-ELIGIBLE - 49,470 SF
(39.09%)

TOFA TAXIWAY OBJECT
FREE AREA

TOTAL REHAB AREA = 126,565 SF



CONSENT ITEMS 1.6

Approval of Outside Utility Services - End Game Property Management LLC
Agreement 45-25-02

Issue:

The property owner of 8744 Gall Blvd. is requesting water and sewer services from the City, through the outside utility services agreement. The property is contiguous to the city limits.

Background:

The property located at 8744 Gall Blvd. is currently being operated as a hotel on roughly 3.81 acres.

Attachment(s):

1. 45-25-02 Utility Service - End Gambe Property Management LLC

Fiscal Impact:

No fiscal impact.

Staff Recommendation:

Staff recommends approval of agreement 45-25-02.

AGREEMENT ARISING OUT OF REQUEST FOR CITY SERVICES
OUTSIDE CORPORATE LIMITS

THIS AGREEMENT, entered into this 21ST day of OCTOBER, 2024, between
End Game Property Management LLC hereinafter referred to as parties of the first
part, and the City of Zephyrhills, a municipal corporation, hereinafter referred to as the City.

WITNESSETH

WHEREAS, the parties of the first part owning land outside the corporate City limits of the
City of Zephyrhills have requested certain utility services, and

WHEREAS, the City Council of the City of Zephyrhills has established a plan for the
provision of utility services outside the corporate limits, and

WHEREAS, this agreement must be executed by all interested parties for the providing of
such utility services.

NOW, THEREFORE, BE IT AGREED between the parties hereto as follows:

1. The City does hereby agree to provide services to the parties of the first part consisting of
water/sewer to the parcel of land described as follows:

Physical Address: 8744 Gall Blvd Zephyrhills FL 33541

Parcel Identification Number: 26 25 21 0010 02500 0010

Legal Description: ZEPHYRHILLS COLONY COMPANY LANDS PB 1 PG 55 TRACT 25
LESS THE ELY 12.50 FT THEREOF SUBJECT TO RD R/W FOR US
HWY 301

2. The parties of the first part do hereby affirm that the lands to which said services shall be
provided are/are not contiguous to the corporate limits of the City of Zephyrhills, and that said
parties of the first part are the owners of lands involved, described above.

3. By the execution of this agreement the parties of the first part do hereby agree that all lands
involved in this agreement shall at the sole discretion of the City, be annexed and become part of
the City of Zephyrhills by ordinance when said property becomes contiguous to the corporate
boundaries of the City of Zephyrhills.

Furthermore, the parties of the first part shall do all things necessary to execute any instruments
required to effect such annexation, and in the absence thereof, does hereby appoint the City
Manager of Zephyrhills as attorney-in-fact to sign such documents as are necessary for such
annexation on behalf of the parties of the first part or their successors or assigns.

4. (a) The parties of the first part shall be liable for all costs incurred in the installation of
water lines, sewer lines or conduit of any type for the purposes of providing the municipal services
aforementioned and shall indemnify the City against any claim for such installation.

(b) If such water lines, sewer lines or conduit will be available to serve other intervening
land, the City, at its sole discretion, may reimburse the parties of the first part for a portion of the
cost of construction, such reimbursement being consistent with current City policy as expressed by
Resolution or Ordinance.

(c) Prior to the time that said land area involved is annexed to and becomes part of the City
of Zephyrhills, the parties of the first part do hereby agree to be solely responsible for the payment

of any consumer rate or fee levied by the City of Zephyrhills for the aforementioned municipal service(s) provided to the land involved therein.

(d) Default in any payment due the City for such municipal services prior to annexation shall give the City the immediate right to terminate the municipal services provided for above, but shall not operate to waive any other rights to enforce this agreement by the City.

5. Other than timely providing the service as hereinabove referenced, it is agreed that this contract creates no obligation of the City to provide other City services to the referenced property in any manner other than as growth permits in the sole discretion of the City, provided, however, that at any time the City exercised its discretion to provide those services, party of the first part shall be obligated for all costs incurred in the installation of those lines or conduit from the closest feasible attachment point now existing to the boundary line of the property owned by the parties of the first part and contemplated herein as well as within the limits of the referenced property owned by the parties of the first part.

6. Water meters shall be installed on all units (residential and business) located on the above-referenced lands as determined by the City. The party of the first part does hereby agree to become liable for per unit connection fees at the rate existing at the time services are connected plus the costs of water meters installed and the cost of extending the present water/sewer lines to the aforementioned lands. In addition, all costs of inspection of connecting lines deemed necessary by the City shall be billed to party of the first part at City's costs and paid for when billed.

Should the party of the first part fail to pay the aforementioned fees and costs with the time designated, the City shall be entitled to a lien against the premises herein described, which shall bear interest at the rate charged for similar liens, and may be foreclosed at the option of the City. Any such foreclosure action shall obligate the party of the first part, in addition to the aforementioned fees and costs, to pay to the City all costs and reasonable attorney fees incurred in such action.

7. Notwithstanding the provisions of paragraph 6, above, parties of the first part acknowledge that they are aware of the present connection fees and water meter installation charges; that the charges as to this specific property shall be:

1. Those in effect at the time of connection, the time of application therefor or the time the connection fee is paid, whichever is greater; or
2. The City agrees that the present connection rates in effect at the time of approval of this petition shall apply provided payment is made in full for all such connection charges within ninety (90) days of the approval of this petition.

8. The City's obligation to supply the services herein shall not be binding unless connection fees shall be paid within six (6) months after approval of this petition. All others shall be at the discretion of the City.

9. Parties of the first part do agree to submit all plans, site plans, and construction plans to the City for review prior to the construction of any improvement and do agree to amend those plans to comply with the minimum standards of the City for the construction and installation of public utilities.

10. Parties of the first part shall execute any easement necessary granting unto the City the right to use all streets, alleys, or thoroughfares and utility easements presently located on, or to be

located on, said lands at a future date in order that the City may have full right of access for the purpose of maintenance of and providing the requested service(s) to said lands.

11. This agreement shall be a covenant running with the land and shall be binding upon all parties, their heirs, administrators, executors, or assigns, it being fully understood between all parties that this agreement is executed in conformity with the appropriate recording statutes and will be filed in the Official Records of Pasco County, Florida, by either party.

CITY OF ZEPHYRHILLS

ATTEST _____
CITY CLERK

BY: _____
PRESIDENT OF CITY COUNCIL

BY: _____
MAYOR

STATE OF FLORIDA
COUNTY OF PASCO

I HEREBY CERTIFY that on this date before me a Notary Public duly authorized in the State and County above named to take acknowledgements, personally appeared
Kenneth M. Burgess, Jr., President of City Council, Melonie Monson Bahr
Mayor and ~~Donna Hillman~~ Ricardo Quintero City Clerk, respectively, known by me to be the persons described in and who executed the foregoing agreement on behalf of the City of Zephyrhills.

WITNESS my hand and official seal in the State and County aforesaid this ____ day of _____, 20 ____.

(SEAL)

NOTARY PUBLIC
My Commission Expires: _____

Witness Signature _____

Witness Printed Name _____

Witness Signature _____

Witness Printed Name _____

Witness Signature _____

Witness Printed Name _____

Witness Signature _____

Witness Printed Name _____

STATE OF FLORIDA
COUNTY OF PASCO

I HEREBY CERTIFY that on this date before me a Notary Public duly authorized in the State and County above named to take acknowledgements, personally appeared Michael J. Bruemmer known by me to be the person(s) described in or who produced FL DRIVER'S LICENSE as identification and who executed the foregoing agreement on behalf of the party of the first part.

WITNESS my hand and official seal in the State and County aforesaid this 14th day of November, 20 24.

(SEAL)



NOTARY PUBLIC

My Commission Expires: April 7, 2027

PLANNING DIRECTOR'S REPORT 2.1

Planning Report for N. 301 Visioning

Issue:

A planning report will be presented by Staff / Tammy Vrana (Vrana Consulting) to provide an update summarizing the visioning workshop and seek consensus and next steps on: Conditional Use petition, Rezoning & Visioning.

Background:

Petitions were submitted for 8 + acres located on the east side 301 for two hotels. A petition for conditional use was submitted for two reasons: 1.) Use - Neighborhood Commercial zoning does not allow a hotel by right but can be considered with a conditional use and 2.) Height - Hotels exceeding 2 stories / 30 feet. A planning report was submitted to City Council with a recommendation of denial by Staff and approval by the Planning Commission. Following the planning report to City Council, Staff was directed to conduct a visioning workshop with the City Council and Planning Commission. The general area that the visioning occurred on included both sides of 301 north to Terabella. The visioning was an exercise to review the proposed hotels and other lands in the study area and to come up with ideas / recommendations on: Land use / zoning, height, density, transportation, drainage, parkland and screening / buffering

Attachment(s):

1. VisionConcept_ZephyrVale_US301_2025_0123_Draft
2. Att_B_Text_LandUseCategoryText_ZephyrVale_2025_0123_Example

Fiscal Impact:

NA

Staff Recommendation:

Staff is requesting consensus on:

- 1.) Hotel - Conditional use for height & use (4 stories requested)
- 2.) Hotel Rezoning from R-4 (Multi-Family Residential) to C-1 (Neighborhood Commercial)
- 3.) Visioning update to share meeting summary points and the idea / creation of a new future land use category with allowable primary and secondary uses, PUD zoning with standards.

A consensus is requested on the hotel conditional use and rezoning. If the petitions move forward, the City Attorney will prepare an ordinance and resolution and Staff can work with the applicant on the appropriate conditions.

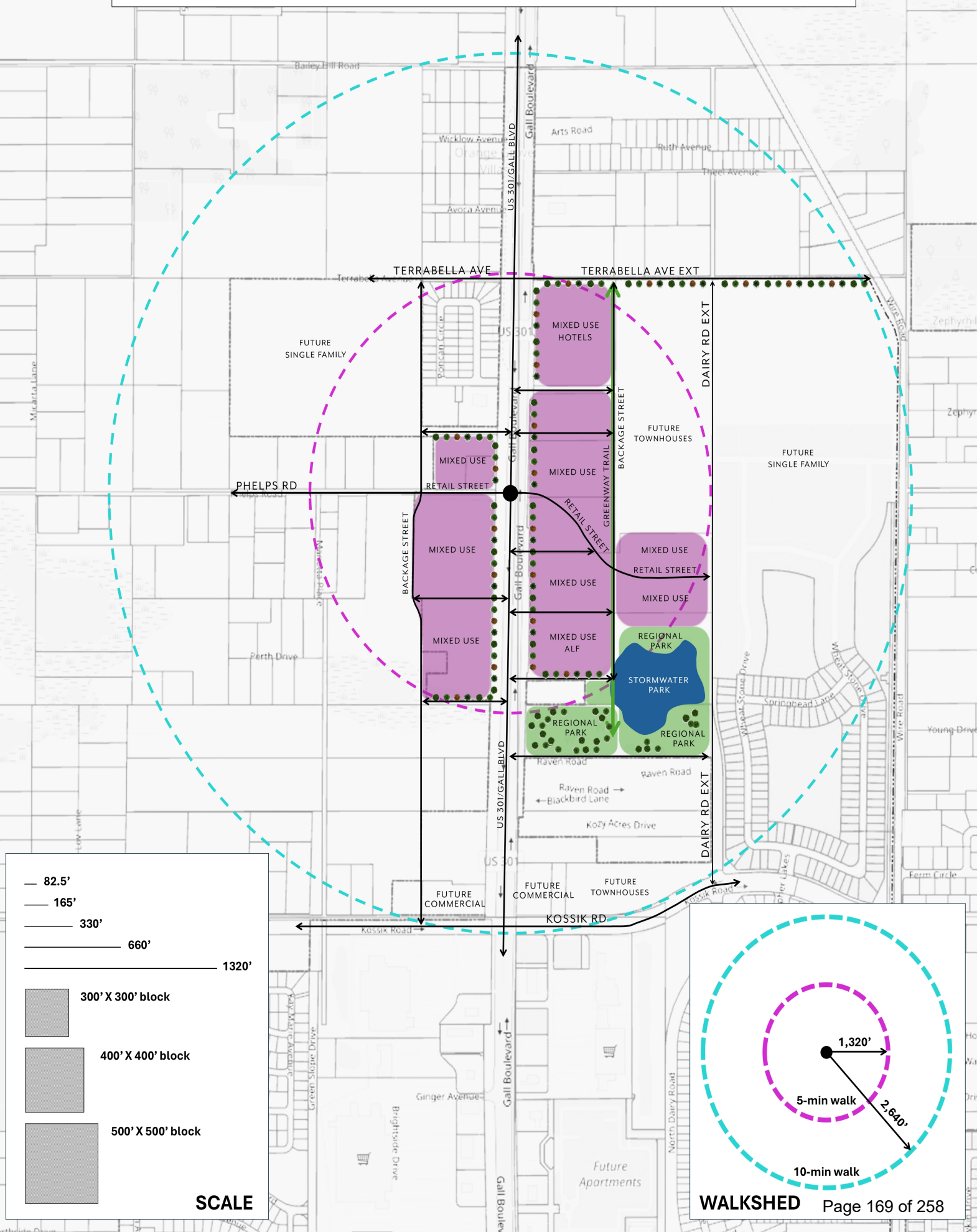
Staff will continue working on the draft Visioning future land use element / rezoning and bring

back to the Planning Commission / City Council upon completion.

Discussion Draft

VISION CONCEPT

Zephyr Vale Character Area



ATTACHMENT
EXAMPLE FUTURE LAND USE CATEGORY

POLICY LU 0.0.0. ZEPHYR VALE LAND USE CATEGORY

Purpose

The intent of the Zephyr Vale future land use category is to enhance the unique character of the rural and hills that respects Zephyrhills' natural assets while integrating a mix of neighborhood-oriented commercial and other suitable uses for a economic focal point along the US Highway 301 in the northern portion of the City of Zephyrhills.

The Zephyr Vale designation capitalizes on its unique location to create a vibrant destination offering enhanced retail, employment, and recreational experiences. It leverages the beauty of East Pasco's rolling topography, rural landscapes, and suburban neighborhoods to attract investment and foster community engagement.

The Zephyr Vale area serves as a hub for surrounding neighborhoods and the broader community. Development within this category will prioritize:

- Walkability: Designing pedestrian-friendly environments to promote active transportation.
- Transit connectivity: Supporting transit options to enhance accessibility and reduce vehicular dependency.
- Diverse commercial and employment opportunities: Providing adequate space for small shops, workspaces, and office uses.
- Cultural and recreational opportunities: Encouraging development that integrates public spaces and enhances the community's quality of life.

Use Characteristics

Uses appropriate to and consistent with the Zephyr Vale land use category include:

- *Primary uses:* Retail, personal service, office, hotel, small-scale maker spaces, civic, and recreational uses.
- *Secondary uses:* Live-work units, adult living facilities, and multifamily residential units integrated with a primary use.

Certain uses are deemed incompatible with the goals of the Zephyr Vale land use category. These include heavy commercial uses, large-footprint commercial developments, drive-thru commercial uses, and standalone residential developments.

Locational Characteristics

The Zephyr Vale land use category is applicable to the area delineated on the Future Land Use Map.

Zoning Compatibility

All properties designated with the Zephyr Vale land use category shall be zoned with a Planned Unit Development district to ensure alignment with the Comprehensive Plan and adherence to site-specific land use and development standards.

Permitted Land Uses and Maximum Levels of Development

The Zephyr Vale land use category establishes the maximum development intensity and residential density to enable mixed-use development for which there is adequate public facilities, services, and infrastructure to support the maximum development potential of the land use category; and additional constraints or conditions to ensure compatibility with surrounding land uses and consistency with the Comprehensive Plan.

The following are the permitted uses and maximum levels of development within the Zephyr Vale land use category.

Commercial Uses

1.0 floor area ratio (FAR) maximum

Transient Accommodations Uses

30 units per acre maximum

Residential Uses

14 dwelling units per acre (DU/A) maximum (secondary to a primary commercial use on the same site.

Residential Equivalent Uses

Equivalent of 3.0 beds per permitted dwelling unit at 14 DU/A

Impervious Surface Ratio

[discussion item]

Guiding Planning Principles

At the time of rezoning to Planned Unit Development District, consideration shall be given to, but not limited to, the following:

- 1) Transportation impact mitigation;
- 2) Vertical and/or horizontal integration of uses;
- 3) Semi-public realm features and distribution;
- 4) Compatibility with surrounding existing and planned uses;
- 5) City economic development objectives;
- 6) Interconnected street system and design standards for compact development;
- 7) Pedestrian and transit-oriented design principles;
- 8) Adequacy of existing and programmed public facilities and services;
- 9) Building placement, orientation, and site features strengthening relationships between uses and with the pedestrian realm;

FOR REFERENCE:

C-2 COMMUNITY COMMERCIAL

ZONING DISTRICT

LDC SEC. 2.01.03.15.

Uses in the C-2 district are primarily retail sales of goods and services directly to the ultimate consumer. The gross floor area of building(s) shall not exceed 50 percent of the land area of the site upon which the building(s) is/are erected.

PD PLANNED UNIT DEVELOPMENT

ZONING DISTRICT

LDC PART 6.04.00.

In making its determination of the uses and development densities to be permitted within the PD district, the Council may consider the compatibility and relationship of uses within the project, the compatibility and relationship of permitted uses adjoining or in proximity to the PD district, the appropriateness of permitted uses for the area in general and their overall impact on the community and the consistency of the permitted uses with the city's Comprehensive Plan and other adopted plans and policies.

The minimum site acre for a PD shall be one acre.

- 10) Building intensities, orientation, and massing to promote commercial activity and create a sense of place;
- 11) Placement and extent of parking;
- 12) Landscaping and shade treatments;
- 13) Protection of environmentally sensitive areas, including floodplain and buffer zones; and
- 14) Tree protection.

DRAFT

CITY MANAGER'S REPORT 3.1

ZEDC Quarterly Update

Issue:

The ZEDC will present an update on economic development to the City Council.

Background:

The ZEDC provides City Council with an update Quarterly on the status of economic development within and affecting the City of Zephyrhills.

Attachment(s):

1. 2024 Medical Industry Report_Final
2. ZEDC 2024 Medical Industry Follow-Up Report

Fiscal Impact:

N/A

Staff Recommendation:

N/A

2024 Medical Industry Follow-Up Survey

Zephyrhills Economic Development Coalition

Final Report, January 2025

Introduction

Healthcare spending in the United States has grown substantially over the past several decades. In 1965, just 6% of the nation's Gross Domestic Product (GDP) was allocated to healthcare. By 2022, this share had risen to 17.3%, reflecting the rising costs associated with an aging population, expanded healthcare programs, and advancements in medical technology.¹ Looking ahead, healthcare spending is projected to grow by 5.6% annually through 2032, far outpacing the economy's expected growth rate of 4.3%, and accounting for nearly 20% of GDP by 2032.² This growth is mirrored by projected increases in workforce demands for the healthcare sector. The Bureau of Labor Statistics (BLS) projects a 13% increase in healthcare jobs from 2021 to 2031, resulting in approximately 2 million new positions nationwide.³ This increase will be driven primarily by rising demand for healthcare practitioners and support staff to meet the needs of an aging population and expanding medical services.

Pasco County exemplifies these national trends. With one of the fastest-growing elderly populations in the country, the state's demographics are reshaping healthcare demand and workforce needs. The University of Florida's Bureau of Economic and Business Research (BEBR) estimates that Florida's population will reach 25 million by 2035, an increase of over 5 million residents from current levels. The elderly population, which represented 19.2% of Floridians in 2016, is projected to grow to 24.4% by 2030. In Pasco County, the proportion of residents aged 65 and older is expected to surpass 26% during the same period.⁴ These demographic shifts bring profound implications for housing, infrastructure, transportation, and healthcare delivery. Despite growing state investments in health and human services, Florida faces significant challenges in meeting the needs of its growing population. A study by the Teaching Hospital Council of Florida warns that by 2025, the state will face a shortage of nearly 7,000 physicians unless steps are taken to expand the medical workforce.⁵

Understanding these trends and their implications is essential to planning for the future, particularly for communities like Zephyrhills, where healthcare providers have experienced significant employee turnover in recent years. In order to attract and retain top-tier healthcare professionals, the communities of East Pasco County must ensure they are equipped to address the needs of their healthcare workforce, creating an environment that supports both professional and personal fulfillment for medical practitioners.

Purpose of this Report

This report follows up on the *2017 Medical Industry Study*, which was conducted by the Zephyrhills Economic Development Coalitions (ZEDC). In the seven years since the original study was conducted, healthcare has remained a critical social and economic concern for the East Pasco community. Access to high-quality healthcare continues to define the vibrancy and sustainability of communities, particularly in areas experiencing rapid growth and demographic shifts. Zephyrhills, with its strong healthcare presence—including major medical campuses such as AdventHealth Zephyrhills and Florida Medical Clinic—remains a vital hub for the region’s medical industry. However, as the region grows, so too do the challenges of ensuring the long-term stability of this critical sector.

The 2017 study highlighted key concerns regarding the ability to attract and retain healthcare professionals, as well as barriers related to housing availability, infrastructure quality, and community amenities.⁶ These findings underscored the importance of understanding the needs and preferences of the local medical workforce to support future economic and community development efforts.

This 2024 Medical Industry Study builds upon the foundation of the original study by focusing exclusively on the needs and preferences of healthcare professionals working in the Zephyrhills area. By engaging directly with medical employees through a targeted survey, this follow-up study aims to provide updated insights into their housing preferences, community engagement priorities, and quality-of-life concerns. The purpose of this study is to help city leaders, healthcare organizations, and community stakeholders address the evolving needs of the healthcare workforce, ensuring that Zephyrhills remains an attractive place to live, work, and play for medical professionals. The findings will inform strategic planning efforts, including the promotion of effective housing development initiatives, refinement and marketing of community amenities, and the development/promotion of community resources that align with the expectations of the regions’ healthcare employees. This updated study is an essential step in supporting the continued growth and sustainability of the region’s healthcare sector.

Survey Results

The 2024 Medical Industry Survey was administered to medical professionals working in East Pasco County through outreach by the Zephyrhills Economic Development Coalition (ZEDC) to organizational leaders and HR professionals at local healthcare agencies (such as AdventHealth, Premier

Community Healthcare Group, Florida Medical Clinic, as well as other local providers). As was the case in 2017, the questionnaire was developed in order to better understand the residential and community preferences of healthcare workers in the area in order to ensure that the community can continue to attract and retain top-tier talent in support of the growing industry. The survey instrument – which replicated the questionnaire used in 2017 for the purpose of examining trends – was modeled in part after the National Association of Realtors’ (NAR) *Consumer Preferences Survey*, which is a nationally administered survey that measures “the characteristics that people desire in a neighborhood”.⁷ The subsections below provide a summary of the survey participants and their responses across several key categories, including (1) their residential/housing preferences, (2) their neighborhood preferences, (3) their broader community preferences, and (4) their perceptions of the East Pasco community as a whole. In each case, the analysis is focused primarily on significant deviations and/or trends compared to the 2017 findings.

Participants

In total, 50 healthcare professionals in the participating organizations responded to the survey, which represented a notably smaller sample size than that collected in 2017, when 138 healthcare workers responded to the survey. The decrease in sample size is believed to be due in part to disruptions caused by the occurrence of two major hurricanes in the area during the data collection period (September – November, 2024), as well as overlap with an internal employee survey simultaneously being administered by one of the partnering healthcare providers. While the smaller sample size does raise some concerns about the margin of error used to interpret responses, the data do allow for some important comparisons against the 2017 results, and some notable deviations were observed in the data. Table 1 provides a summary of the participants surveyed by age, as well as their current housing and commute status.

Table 1. Demographic Profile of Respondents	
Year of Birth	% of Respondents
1981 - 1999	44.7%
1965 - 1980	44.7%
1945 - 1964	10.5%
Rent or Own (Current Housing)	
Rent	13.6%
Own	86.4%
Live in a Planned Community	
Yes	40.9%
No	40.9%
Unsure	18.2%
Current Commute Length	
I typically work at home	2.3%
Less than 15 minutes	39.5%
15-29 minutes	32.6%
30-44 minutes	7.0%
45-59 minutes	11.6%
1 hour or more	7.0%
Perceptions of Current Commute	
About Right Length of Time	76.7%
Too Long	23.3%
<i>Source: 2024 Medical Industry Survey</i>	

Residential Preferences

In an effort to better inform future residential development efforts, the 2024 medical industry survey examined the housing preferences of healthcare workers using the same battery of questions employed in 2017. As was the case in 2017, an overwhelming majority of respondents (92%) expressed a preference for single family (detached) homes, while a notably smaller proportion (7%) indicated that they prefer mixed-use or duplex style housing options (Table 2). Moreover, the data suggest that professionals working in the community also prefer larger homes/lots by a significant margin, with 95% saying that they prefer homes on either standard or large suburban lots (or even rural plots). These findings are consistent with recent data trends nationally, which suggest that post-pandemic housing preferences have shifted to larger lots away from traditional city centers.⁸

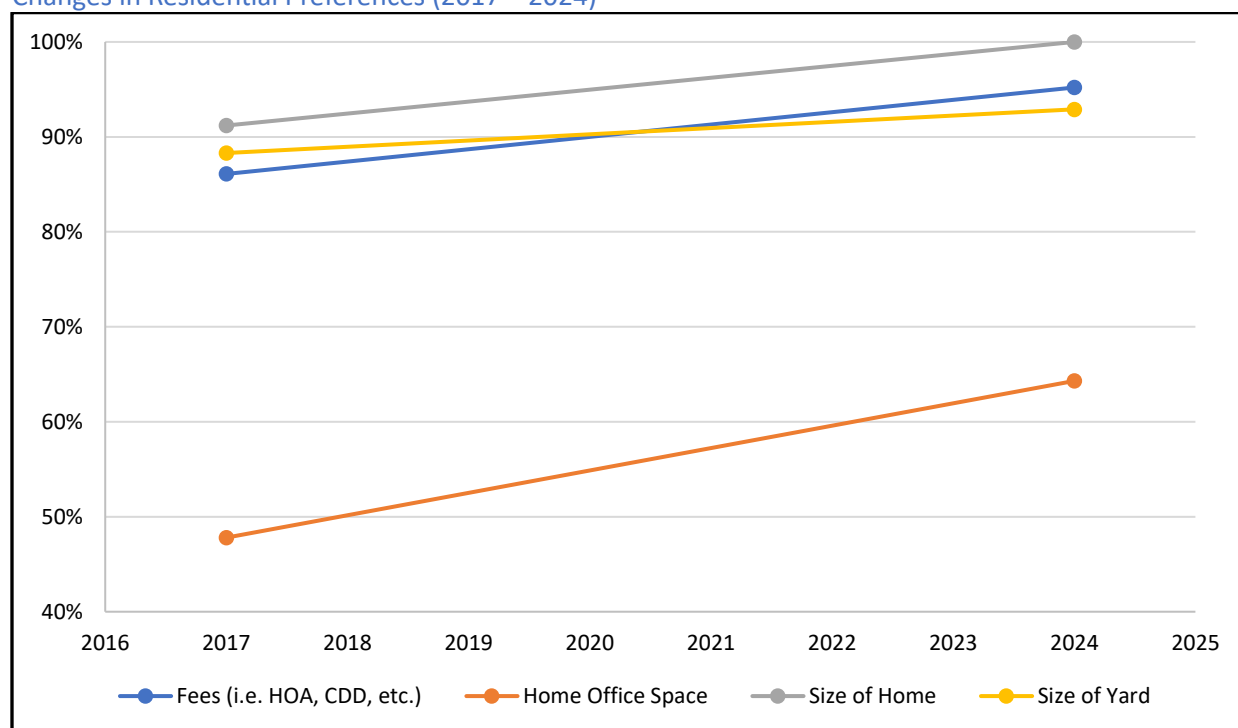
Table 2. Housing Preferences	
What type of housing do you prefer?	% of Respondents
Single Family Home (detached)	92.5%
Mixed-Use Property (i.e. commercial/retail unit on ground or lower floors, with residential units on top)	5.0%
Duplex or Triplex	2.5%
How many bedrooms do you need in your home?	
Two	17.5%
Three	45.0%
Four	32.5%
Five or More	5.0%
Preferred Setting	
Urban/Downtown	2.5%
Suburban (small lot)	2.5%
Suburban (standard lot)	27.5%
Suburban (large lot)	37.5%
Rural	30.0%
<i>Source: 2024 Medical Industry Survey</i>	

When it comes to the specific residential features that healthcare workers value most, affordability remains the most critical factor for housing decisions, with 100% of respondents rating it as "very" or "somewhat important" (Table 3). Privacy from neighbors (98%), size of the home (100%), and size of the yard (93%) are similarly prioritized, echoing the preferences for larger, suburban lots highlighted above. Conversely, a less significant portion of respondents identified appliance packages (71%) and community amenities (67%) as important when choosing a home.

Table 3.				
Importance of Residential Features				
<i>How important are each of the following residential features for you when choosing a home?</i>	Very Important	Somewhat Important	Not Very Important	Not at All Important
Affordability	81.4%	18.6%	0.0%	0.0%
Appearance	79.1%	18.6%	2.3%	0.0%
Appliance Package	38.1%	33.3%	28.6%	0.0%
Community Amenities (pool, exercise facility)	23.8%	42.9%	19.1%	14.3%
Fees (i.e. HOA, CDD, etc.)	78.6%	16.7%	0.0%	4.8%
Home Office Space	28.6%	35.7%	30.9%	4.8%
Privacy From Neighbors	71.4%	26.2%	2.4%	0.0%
Sidewalks and Places to Walk	57.1%	26.2%	16.7%	0.0%
Size of Home	69.1%	30.9%	0.0%	0.0%
Size of Yard	66.7%	26.2%	7.1%	0.0%
<i>Source: 2024 Medical Industry Survey</i>				

Notably, the demand for home office space increased significantly compared with the prior survey results, with 64% of respondents now considering it important compared to 48% in 2017 (Figure 1). This reflects post-pandemic changes in work environments, as many professionals now prioritize additional space and flexibility to work from home. The size of homes and yards, as well as concerns over associated fees (i.e. HOA, CDD, etc.) also increased over the 2017 responses. This is consistent with earlier observations noting a preference for homes on larger, suburban lots. Concerns over financial fees may also reflect rising insurance and housing costs in the region over recent years.

Figure 1.
Changes in Residential Preferences (2017 – 2024)



Source: 2024 Medical Industry Survey

Key Findings Related to Residential Preferences:

- ✓ Affordability and privacy are top concerns, underscoring the need to address rising housing costs while maintaining desirable features like yard size and privacy.
- ✓ The surge in demand for home office space highlights evolving needs for functional, adaptable living spaces.
- ✓ Healthcare workers express a preference for more substantial home and yard space compared with responses observed 7 years ago.
- ✓ There has been an increase in concern over HOA and CDD fees over the past 7 years, likely due to ongoing concerns over inflation and rising insurance costs.

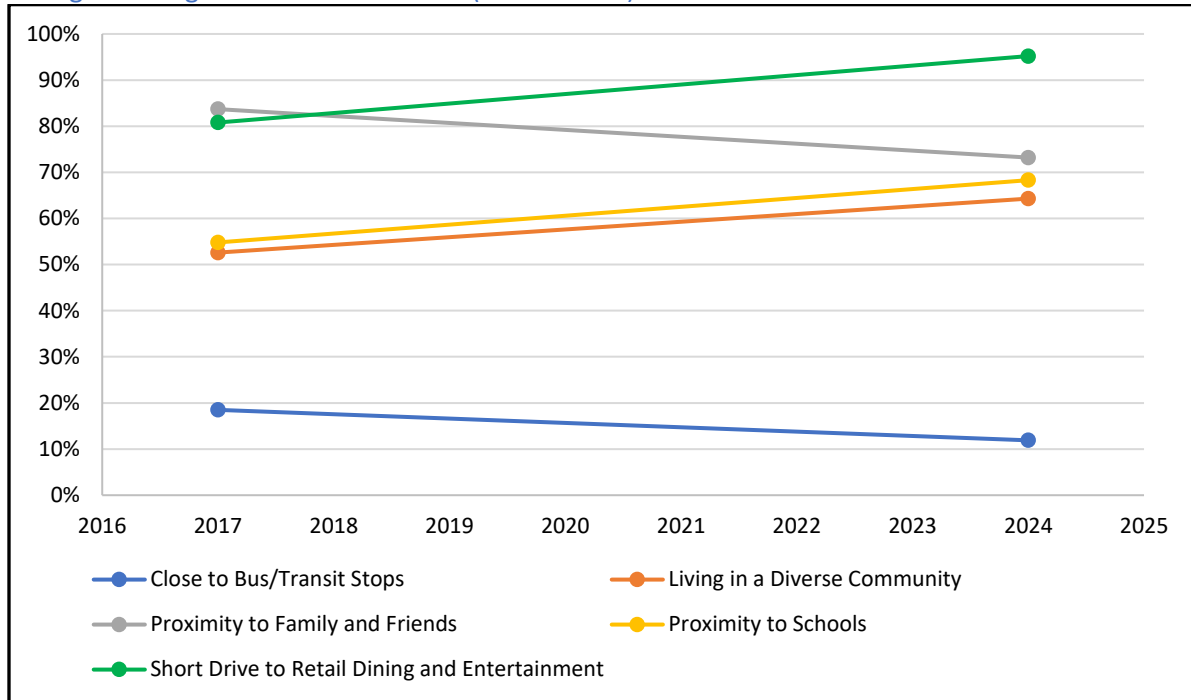
Neighborhood Preferences

As with the 2017 survey, respondents were also asked a series of questions about their preferences when it came to both the neighborhood and broader community that they live in. Consistent with the prior findings, safety remains paramount in neighborhood selection, with 100% of respondents rating low crime rates as "very important" (Table 4). This trend is consistent with 2017 findings, reinforcing the non-negotiable importance of safety for healthcare professionals. Proximity to family and friends has declined slightly in importance (73% in 2024 vs. 84% in 2017), possibly reflecting changing lifestyles or greater mobility among younger professionals (Figure 2). Proximity to quality schools, however, saw a notable increase, with 68% of respondents considering it important compared to 55% in 2017.

Table 4. Importance of Neighborhood Attributes				
<i>How important are each of the following neighborhood attributes for you when choosing a home?</i>	Very Important	Somewhat Important	Not Very Important	Not at All Important
Close to bus/transit stops	2.4%	9.5%	42.9%	45.2%
Living in a diverse community	19.1%	45.2%	19.1%	16.7%
Low crime rates	97.6%	2.4%	0.0%	0.0%
Proximity to family and friends	43.9%	29.3%	21.9%	4.9%
Proximity to schools	29.3%	39.0%	17.1%	14.6%
Short commute to work	59.5%	33.3%	4.8%	2.4%
Short walk to retail, dining, & entertainment	14.3%	30.9%	45.2%	9.5%
Short drive to retail, dining, & entertainment	38.1%	57.1%	2.4%	2.4%
<i>Source: 2024 Medical Industry Survey</i>				

Walkable neighborhoods experienced a substantial uptick in demand, with 67% of respondents citing it as "very" or "somewhat important," up from 52% in 2017. Additionally, short commutes are increasingly prioritized, with 93% finding it important (up from 87%). These results suggest a growing emphasis on convenience and quality-of-life improvements that align with broader societal shifts toward accessible, mixed-use communities.

Figure 2.
Changes in Neighborhood Preferences (2017 – 2024)



Source: 2024 Medical Industry Survey

Key Findings Related to Neighborhood Preferences:

- ✓ Maintaining safety remains a top priority for attracting and retaining healthcare professionals to the community.
- ✓ Increased interest in proximity to quality schools and walkability highlights evolving family and lifestyle considerations for the workforce compared with 7 years ago.
- ✓ Addressing commute times and fostering walkable community designs could significantly enhance neighborhood appeal.

Community Preferences

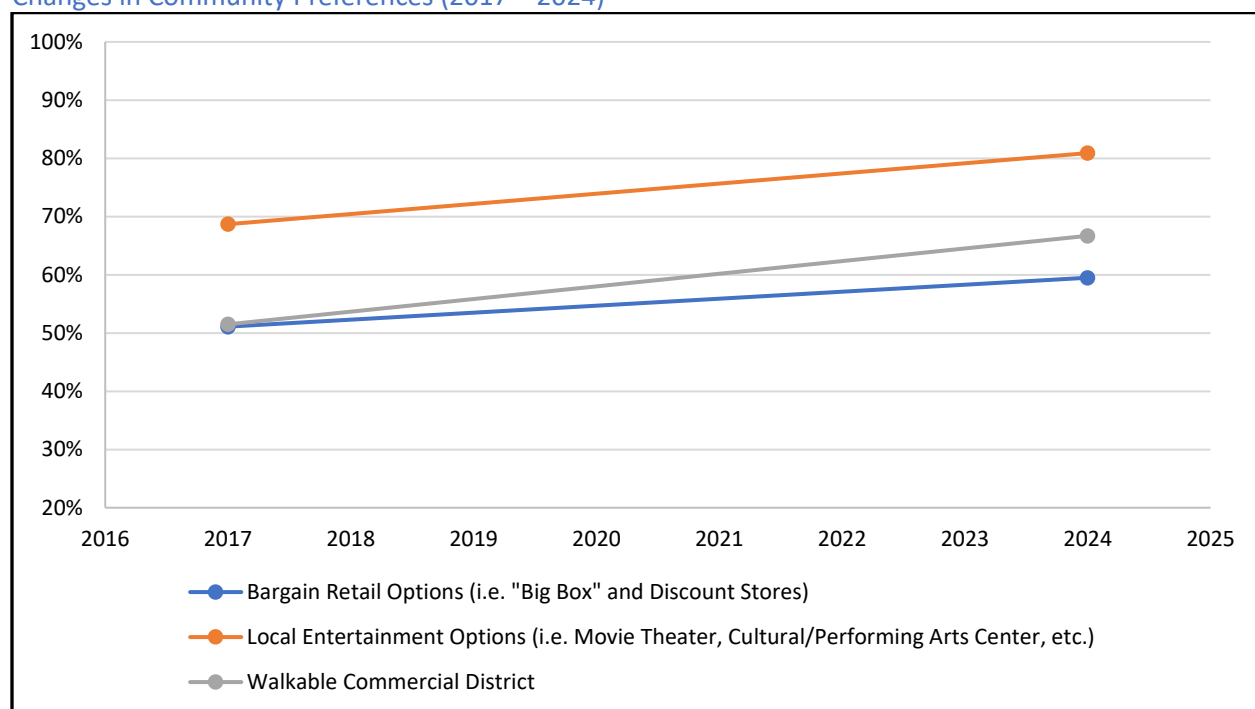
When seeking to attract healthcare professionals to live and work in the community, attributes such as dining, retail, and entertainment options appear to be essential based on the survey responses. Quality dining options remain a consistent priority, with 83% of respondents rating them as important, unchanged since 2017 (Table 4). Entertainment options like movie theaters and performing arts centers saw a marked increase in interest, rising to 81% in 2024 from 69% in 2017 (Figure 3). This underscores the importance of leisure opportunities in attracting and retaining healthcare professionals for the community.

Table 4.
Importance of Community Attributes

<i>How important are each of the following community attributes for you when choosing a home?</i>	Very Important	Somewhat Important	Not Very Important	Not at All Important
Bargain retail options (i.e. Big Box and Discount Stores)	9.5%	50.0%	33.3%	7.1%
Convenient Grocery Stores	57.1%	38.1%	4.8%	0.0%
High-end grocery stores	23.8%	35.7%	33.3%	7.1%
Local entertainment options (i.e. movie theater, performing arts center)	21.4%	59.5%	14.3%	4.8%
Quality dining options	43.9%	39.0%	14.6%	2.4%
Quality retail options (i.e. high-end and boutique shops)	21.4%	30.9%	40.5%	7.1%
Quality schools	57.1%	19.1%	16.7%	7.1%
Walkable commercial district	16.7%	50.0%	26.2%	7.1%
<i>Source: 2024 Medical Industry Survey</i>				

Walkable commercial districts experienced a significant jump in importance, with 67% of respondents citing them as desirable compared to 52% in 2017 (Figure 3). Bargain retail options also saw increased interest (60% in 2024 vs. 51% in 2017). Overall, respondents placed a greater emphasis on convenience and value than on high-end/boutique alternatives when it came to retail options. This is likely reflective of ongoing concerns over inflation and the rising cost of goods and services.

Figure 3.
Changes in Community Preferences (2017 – 2024)



Source: 2024 Medical Industry Survey

Key Findings Related to Community Preferences:

- ✓ Leisure and entertainment amenities appear to have increased in importance for healthcare professionals in the East Pasco area, emphasizing the need for continued investment in these community offerings.
- ✓ The rising demand for walkable districts potentially reflects a desire to retain some benefits of urban life, even while many working professionals are moving further away from the core urban centers of large cities.
- ✓ Preferences range from a mix of high-quality and affordable retail options, though concerns with value and convenience appear to be higher than they were 7 years ago, likely due to ongoing concerns over inflation.

Community Perceptions

Along with seeking to inform future residential development and community investments, the 2017 medical industry survey also sought to measure healthcare workers' familiarity with existing community amenities. At the time, the results suggested some notable opportunities to increase awareness around key amenities such as the aviation center, brewery, and tennis center. Based on the most recent survey results, familiarity with community amenities has remained relatively steady across most categories. Dining and downtown shopping options continue to be among the most well-known assets, with 74% and 64% familiarity rates, respectively (Table 5). Additional items added to the survey in 2024 include the community's golf courses and splash park. In each case, familiarity was marginal, with 46% and 54% of respondents saying that they are at least "somewhat familiar" with these amenities, respectively.

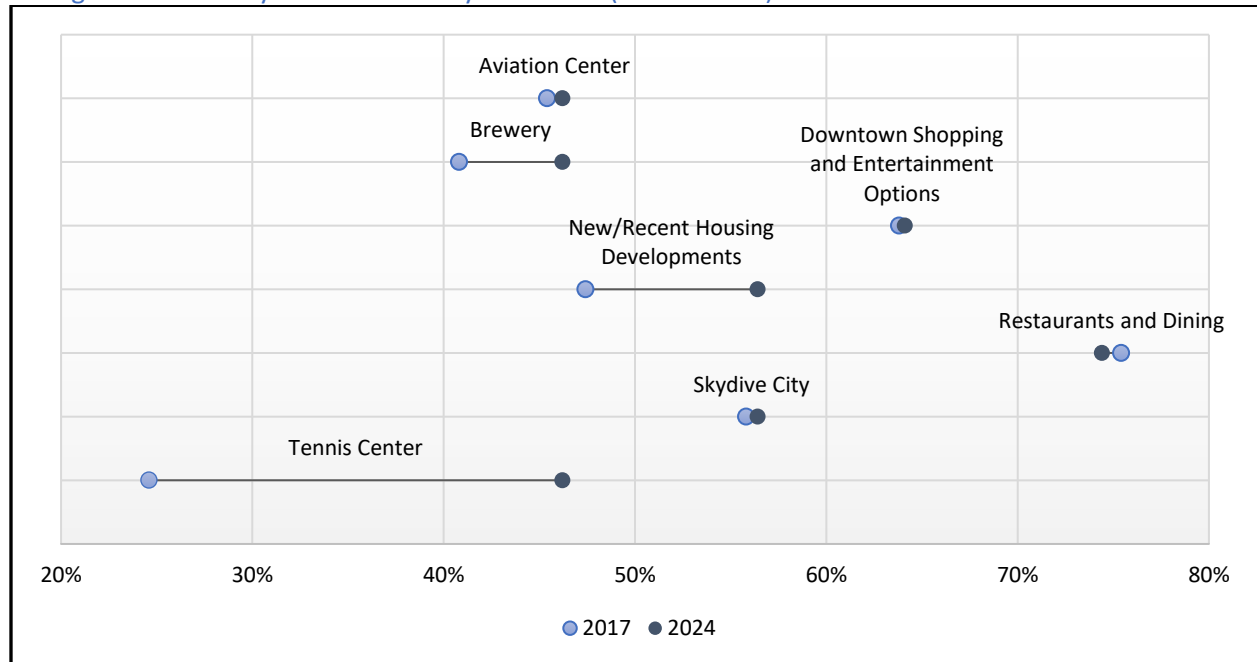
Table 5.
Familiarity with Community Amenities

<i>How important are each of the following community attributes for you when choosing a home?</i>	Very Familiar	Somewhat Familiar	Not Very Familiar	Not at All Familiar
Aviation Center	23.1%	23.1%	23.1%	30.8%
Brewery	23.1%	23.1%	23.1%	30.8%
Downtown Shopping and Entertainment Options	30.8%	33.3%	28.2%	7.7%
New/Recent Housing Developments	20.5%	35.9%	28.2%	15.4%
Restaurants and Dining	38.5%	35.9%	17.9%	7.7%
Skydive City	28.2%	28.2%	17.9%	25.6%
Tennis Center	23.1%	23.1%	20.5%	33.3%
Golf Courses	23.1%	23.1%	25.6%	28.2%
Splash Park	20.5%	33.3%	23.1%	23.1%
<i>Source: 2024 Medical Industry Survey</i>				

New housing developments saw a slight increase in familiarity, from 47% in 2017 to 56% in 2024 (Figure 4), however the data suggest that more than 4 in 10 health care professionals working in the area remain unfamiliar with these developments. Lesser-known amenities, such as the aviation center and Skydive City, have made minor gains but still suggest room for additional promotion to maximize their potential impact moving forward. The most significant gains were seen in the case of the tennis center,

where overall familiarity increased notably from 25% in 2017 to 46% in 2024, though more than half remain unfamiliar with this amenity.

Figure 4.
Changes in Familiarity with Community Amenities (2017 – 2024)



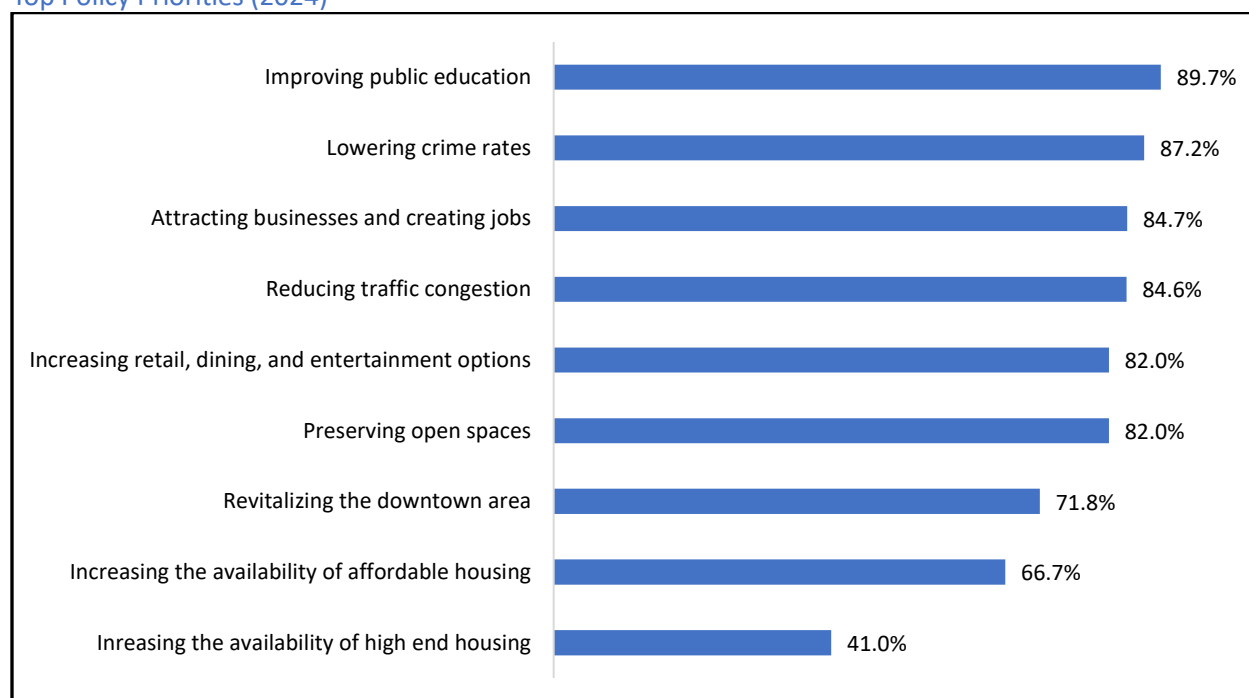
Source: 2024 Medical Industry Survey

When asked about their perceptions of the most important priorities for the community to address moving forward, responses were consistent with those observed in 2017, as well as with those most commonly identified in citizen surveys throughout surrounding communities. Lowering crime rates (87%) and reducing traffic congestion (85%) were rated as the highest priorities, with 72% indicating that each should be a “very high priority” (Table 6). A significant majority also said that the community should place a priority on improving public education (90%), attracting businesses (75%), and preserving open spaces (82%). Reflecting increasing concerns over the cost of housing in the region, “increasing the availability of high-end housing” was the assigned the least priority by respondents, with 41% saying that it should be a high priority, while 44% indicated that they were neutral on the issue and 15% said that it should be a low priority for the community moving forward.

Table 6.					
Perceptions of Community Priorities					
<i>How high of a priority do you feel that each of the following should be for the City of Zephyrhills?</i>	Very High Priority	High Priority	Neither High nor Low	Low Priority	Very Low Priority
Attracting businesses and creating jobs	53.9%	30.8%	12.8%	2.6%	0.0%
Improving public education	64.1%	25.6%	7.7%	2.6%	0.0%
Increasing the availability of affordable housing	43.6%	23.1%	23.1%	5.1%	5.1%
Increasing the availability of high-end housing	15.4%	25.6%	43.6%	5.1%	10.3%
Increasing retail, dining, and entertainment options	48.7%	33.3%	15.4%	2.6%	0.0%
Lowering crime rates	71.8%	15.4%	10.3%	2.6%	0.0%
Preserving open spaces	69.2%	12.8%	7.7%	10.3%	0.0%
Reducing traffic congestion	71.8%	12.8%	10.3%	5.1%	0.0%
Revitalizing the downtown area	56.4%	15.4%	23.1%	5.1%	0.0%
<i>Source: 2024 Medical Industry Survey</i>					

Figure 5 shows the priority placed on key issues by respondents, with the “very high priority” and “high priority” categories combined. Social concerns – such as improving education and reducing crime rates – were the most heavily prioritized issues, while increasing the community’s available housing stock and revitalizing the downtown district were given the lowest priority by respondents, suggesting that social issues may be a more significant predictor of residential/living preferences.

Figure 5.
Top Policy Priorities (2024)



Source: 2024 Medical Industry Survey

Key Findings Related to Community Perceptions:

- ✓ Familiarity with key amenities like dining and downtown shopping remains high, but familiarity with most community amenities has not increased significantly over the past 7 years. Lesser-known assets could benefit from targeted promotion.
- ✓ Downtown revitalization efforts present an opportunity to address community priorities while enhancing regional appeal.
- ✓ The responses suggest that a continued focus on quality education, public safety, and traffic management will be central to attracting more healthcare professionals to the area.

Conclusions

The *2024 Medical Industry Survey* (conducted by the Zephyrhills Economic Development Coalition) follows up on a previous study conducted in 2017. The focus of the study was to understand and address evolving workforce needs in an effort to attract and retain top-tier talent for the region's growing healthcare industry. The findings outlined above can provide some actionable guidance to assist community leaders and stakeholders in improving housing options for healthcare professionals, promoting neighborhood amenities, and aligning community features with the preferences of working professionals. The findings highlight some consistency with the prior data, as well as some important changes in residential/community preferences over the past 7 years.

Key Findings

- ✓ *Housing Preferences:* An overwhelming 93% of respondents prefer single-family homes, with 95% favoring larger suburban or rural lots. Home affordability is critical, with 100% rating it as important, alongside preferences for privacy (98%) and larger home sizes (100%).
- ✓ *Shifts in Residential Needs:* The reported need for home office space increased from 48% in 2017 to 64% in 2024, reflecting post-pandemic changes in work environments.
- ✓ *Neighborhood Safety and Walkability:* Safety remains non-negotiable, with 100% prioritizing low crime rates. Walkability saw a substantial increase in importance, rising from 52% in 2017 to 67% in 2024. While this may seem counterintuitive in light of the preference for larger land parcels and homes, the data are consistent with recent trends, such as the migration of residents out of traditional city centers and into more walkable but spacious exurban communities.
- ✓ *Community Amenities:* When it comes to community amenities, dining options remain a priority (83%), while interest in entertainment options grew significantly, with 81% citing them as important compared to 69% in 2017. Awareness of amenities like the aviation center (46%) and splash park (54%) remains modest, signaling room for growth.
- ✓ *Policy Priorities:* Reducing crime (87%) and easing traffic congestion (85%) are top concerns, with 90% emphasizing the need for improved public education. Interest in revitalizing the downtown area rose to 56%, indicating potential for enhancing urban elements while maintaining larger living spaces and land parcels.

Recommendations

Based on the key findings highlighted above, the following recommendations are offered for consideration by both the ZEDC, as well as local governing authorities such as Pasco County and its local jurisdictions.

- ✓ **Expand Affordable Housing Options While Meeting Current Preferences for Space and Privacy.**
 - Partner with developers to create incentives for building affordable yet spacious homes.
 - Introduce zoning adjustments to support the development of larger lots that align with workforce preferences for suburban and rural living.
 - Consider facilitating financial assistance programs, such as down-payment support or low-interest loans, for healthcare workers seeking to purchase homes in the area.
- ✓ **Enhance Walkability and Connectivity**
 - Invest in infrastructure improvements, such as sidewalks, pedestrian pathways, and bike lanes, to make neighborhoods safer and more accessible.
 - Prioritize mixed-use developments that integrate residential, retail, and entertainment options in walkable configurations that don't sacrifice larger homes and land parcels.
- ✓ **Promote Lesser-Known Community Amenities**
 - Develop a targeted marketing campaign highlighting unique assets like the aviation center, Skydive City, and tennis center, leveraging social media, community events, and partnerships with local organizations.
 - Partner with local healthcare providers to create a digital hub or app to provide healthcare workers with easy access to information about local attractions and amenities.
- ✓ **Strengthen Public Education and Safety Initiatives**
 - Collaborate with the local school district to enhance funding and resources for public schools, focusing on maintaining quality education as a key community asset.

- Invest in community policing and crime prevention programs to sustain and improve the low-crime reputation of the area.
- Incorporate neighborhood watch groups and safety-awareness campaigns to engage residents.

✓ **Continue to Promote Downtown Development**

- Identify and allocate funding to upgrade the downtown area's aesthetic appeal with landscaping, lighting, and public art installations.
- Encourage small business growth by offering grants or tax breaks for local entrepreneurs to open retail or dining establishments.
- Organize community events and festivals in the downtown district to attract both residents and visitors. Ensure that these events are directly marketed to local healthcare providers/professionals.

✓ **Address Traffic and Commute Challenges**

- Work with regional planners to improve traffic flow through smart signaling systems and expanded road infrastructure.
- Explore public-private partnerships to introduce shuttle services for healthcare workers, particularly those commuting longer distances.
- Incorporate long-term strategies for sustainable transportation, such as electric buses or carpooling incentives.

Final Thoughts

By addressing these recommendations, East Pasco County can position itself as a model community for healthcare professionals, balancing affordability, quality of life, and professional fulfillment. The findings of this report not only identify pressing needs but also provide a strategic framework for targeted improvements. By leveraging these insights, community leaders can foster a thriving, sustainable environment that attracts and retains top healthcare talent, ultimately benefiting the region's economic and social vitality.

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- ⁷ National Association of Realtors (NAR). (2023). *NAR 2023 Community and Transportation Preferences Survey*. Available at <https://www.nar.realtor/reports/nar-community-and-transportation-preferences-surveys>
- ⁸ National Association of Realtors (NAR). (2023). *NAR 2023 Community and Transportation Preferences Survey*. Available at <https://www.nar.realtor/reports/nar-community-and-transportation-preferences-surveys>

Survey Instrument

Dear Medical Professional,

The medical industry is a vital component of the Zephyrhills' community, and its importance will only grow in the coming years.

In an effort to encourage and grow this critical industry, the Zephyrhills Economic Development Coalition (ZEDC), the City of Zephyrhills, along with the Greater East Pasco Chamber of Commerce, want to learn how to make Zephyrhills a better place to live, work, and play for medical professionals. To that end, we would like to request your participation in this brief survey about the community you work in.

Your responses will help to inform future community development efforts within the City of Zephyrhills. Please note that this is NOT a marketing effort, and while you may not personally live in the Zephyrhills community, your responses are still valuable, as they will help the City of Zephyrhills pursue developments that will make the City more welcoming to members of the medical industry and ensure that the appropriate infrastructure is in place to protect and grow this vital industry going forward.

The survey will take approximately 15 minutes to complete, and your responses will remain entirely confidential. If you have any questions about the project, please feel free to contact us at the following addresses:

Vicki Wiggins
President and CEO, Greater East Pasco Chamber of Commerce
(813) 782-1913
ceo@eastpascochamber.org

Dr. Stephen Neely
Forward Analytics LLC
(412) 335-5055
stephen@forwardanalytics.org

Thank you for your time and participation!

Do you currently rent or own your home?

- ☐ Rent
- ☐ Own
- ☐ Other (Please Specify) _____

What is your current zip code?

Do you live in a planned community?

- ☐ Yes
- ☐ No
- ☐ Unsure

Which community do you currently live in?

How do you typically commute to work?

- ☐ Bike
- ☐ Bus
- ☐ Carpool
- ☐ Drive (Car/Personal Vehicle)
- ☐ Walk
- ☐ Other (Please Specify) _____

How long is your average daily commute?

- ☐ I Typically Work at Home
- ☐ Less than 15 Minutes
- ☐ 15-29 Minutes
- ☐ 30-44 Minutes
- ☐ 45-59 Minutes
- ☐ 1 Hour or More

How would you describe your current commute time?

- ☐ About Right
- ☐ Too Long

How important are each of the following **residential features** for you when choosing a home?

	Very Important	Somewhat Important	Not Very Important	Not at all Important
Affordability	☐	☐	☐	☐
Appearance	☐	☐	☐	☐
Appliance Package	☐	☐	☐	☐
Community Amenities (i.e. pool, exercise facility, etc.)	☐	☐	☐	☐
Fees (i.e. HOA, CDD, etc.)	☐	☐	☐	☐
Home Office Space	☐	☐	☐	☐
Privacy from Neighbors	☐	☐	☐	☐
Sidewalks and Places to Walk	☐	☐	☐	☐
Size of Home	☐	☐	☐	☐
Size of Yard	☐	☐	☐	☐

How important are each of the following **community features** for you when considering where to live?

	Very Important	Somewhat Important	Not Very Important	Not at all Important
Close to Bus/Transit Stops	☐	☐	☐	☐
Living in a Diverse Community	☐	☐	☐	☐
Low Crime Rates	☐	☐	☐	☐
Proximity to Family and Friends	☐	☐	☐	☐
Proximity to Schools	☐	☐	☐	☐
Short Commute to Work	☐	☐	☐	☐
Short Walk to Retail, Dining, and Entertainment	☐	☐	☐	☐
Short Drive to Retail, Dining, and Entertainment	☐	☐	☐	☐

How important are each of the following **neighborhood features** for you when considering where to live?

	Very Important	Somewhat Important	Not Very Important	Not at all Important
Bargain Retail Options (i.e. "Big Box" and Discount Stores)	☐	☐	☐	☐
Convenient Grocery Options	☐	☐	☐	☐
High-End Grocery Stores	☐	☐	☐	☐
Local Entertainment Options (i.e. movie theater, cultural/performing arts center, etc.)	☐	☐	☐	☐
Quality Dining Options	☐	☐	☐	☐
Quality Retail Options (i.e. High-End and Boutique Shops)	☐	☐	☐	☐
Quality Schools	☐	☐	☐	☐
Walkable Commercial District	☐	☐	☐	☐

Please tell us any additional features and attributes that you look for in a home, neighborhood, or community.

What type of housing do you prefer?

- ☐ Single Family Home (detached)
- ☐ Mixed-Use Property (i.e. commercial/retail unit on ground or lower floors, with residential units on top)
- ☐ Duplex or Triplex
- ☐ Multifamily Home (apartment, condo, etc.)
- ☐ Other (Please Specify) _____

How many bedrooms do you need in your home?

- ☐ One
- ☐ Two
- ☐ Three
- ☐ Four
- ☐ Five or More

If you were to make a change to your housing in the future, which of the following settings would you prefer?

- ☐ Urban/Downtown
- ☐ Suburban: on a small lot (less than 7 feet between housing structures)
- ☐ Suburban: on a standard lot (7-15 feet between housing structures)
- ☐ Suburban: on a large lot (16-30 feet between housing structures)
- ☐ Rural

What is the maximum rent or mortgage (excluding taxes, insurance, utilities, and maintenance) that would be considered affordable to you and your household on a monthly basis?

- ☐ Less than \$500
- ☐ \$500 - \$749
- ☐ \$750 - \$999
- ☐ \$1,000 - \$1,499
- ☐ \$1,500 - \$1,999
- ☐ \$2,000 - \$2,499
- ☐ \$2,500 - \$2,999
- ☐ \$3,000 or more
- ☐ Decline to Answer

Which would you prefer?

- ☐ Live and work in the same community
- ☐ Live in one community and work in another
- ☐ No preference

Do you plan to purchase a new home within the next 5 years?

- ☐ Yes
- ☐ No
- ☐ Unsure

Are you likely to look for a home in the East Pasco County area?

- ☐ Yes
- ☐ No
- ☐ Unsure

What are your primary reasons for **not** living in the Zephyrhills community? If you currently live in Zephyrhills please select the last option. (Please select up to the three most important factors).

- ☐ Availability of Affordable Housing
- ☐ Availability of Quality Housing
- ☐ Community Offerings (i.e. retail, restaurants, entertainment venues, etc.)
- ☐ Family
- ☐ Lack of Public Transportation
- ☐ Negative Perception of the Community
- ☐ Other Household Member's Job Location
- ☐ Quality Schools
- ☐ Safe Neighborhoods
- ☐ Other (Please Specify) _____
- ☐ I Do Live in the Zephyrhills Community

How familiar are you with the following features of the Zephyrhills community?

	Very Familiar	Somewhat Familiar	Not Very Familiar	Not at all Familiar
Aviation Center	☐	☐	☐	☐
Brewery	☐	☐	☐	☐
Downtown Shopping and Entertainment Options	☐	☐	☐	☐
Golf Courses	☐	☐	☐	☐
New/Recent Housing Developments	☐	☐	☐	☐
Restaurants and Dining	☐	☐	☐	☐
Skydive City	☐	☐	☐	☐
Splash Park	☐	☐	☐	☐
Tennis Center	☐	☐	☐	☐

To the best of your knowledge, please indicate how high of a priority you feel that each of the following should be for the City of Zephyrhills.

	Very High Priority	High Priority	Neither High nor Low Priority	Low Priority	Very Low Priority
Attracting Businesses and Creating Jobs	☐	☐	☐	☐	☐
Improving Public Education	☐	☐	☐	☐	☐
Increasing the Availability of Affordable Housing	☐	☐	☐	☐	☐
Increasing the Availability of High-End Housing	☐	☐	☐	☐	☐
Increasing Retail, Dining, and Entertainment Options	☐	☐	☐	☐	☐
Lowering Crime Rates	☐	☐	☐	☐	☐
Preserving Open-Spaces	☐	☐	☐	☐	☐
Reducing Traffic Congestion	☐	☐	☐	☐	☐
Revitalizing the Downtown Area	☐	☐	☐	☐	☐

Please use the space below to provide any additional thoughts you would like to share on your perceptions of the Zephyrhills community and how Zephyrhills can become a better place to live, work, and play.

Please Note: the following questions will be used for comparison and analysis purposes only. Your responses will remain confidential, and no efforts will be made to identify employees based on these responses.

Who is your current employer?

- ☐ AdventHealth
- ☐ Bay Area Injury and Rehab Specialists
- ☐ Bay Area Medical Clinic
- ☐ Baycare
- ☐ Healthy Smiles Dental
- ☐ Florida Hospital
- ☐ Florida Medical Clinic Orlando Health
- ☐ Palm Medical Center
- ☐ Pasco Cardiology Associates
- ☐ Premier Community HealthCare Group
- ☐ VIPCare
- ☐ Vitale Institute
- ☐ Watson Clinic
- ☐ Wee Care Clinic
- ☐ Other (Please Specify) _____

Which of the following best describes your current position?

- ☐ Administrator
- ☐ Anesthesiologist
- ☐ Chiropractor
- ☐ Clinical Lab Tech
- ☐ Dental Assistant
- ☐ Dental Hygienist
- ☐ Dentist
- ☐ Emergency Medical Tech
- ☐ Health Information Tech
- ☐ Home Health Aide
- ☐ Licensed Practical Nurse
- ☐ Medical Assistant
- ☐ Medical Doctor
- ☐ Medical Equipment Tech
- ☐ MRI Tech
- ☐ Nurse Anesthetist
- ☐ Nursing Assistant
- ☐ Nurse Practitioner
- ☐ Orderly

-
- ☐ Optometrist
 - ☐ Pediatrician
 - ☐ Pharmacist
 - ☐ Pharmacy Technician
 - ☐ Physical Therapist
 - ☐ Physician Assistant
 - ☐ Psychiatrist
 - ☐ Registered Nurse
 - ☐ Surgeon
 - ☐ Surgical Tech
 - ☐ Therapist
 - ☐ Other (Please Specify) _____

What is your approximate annual household income?

- ☐ Less than \$15,000
- ☐ \$15,000-\$24,999
- ☐ \$25,000 - \$34,999
- ☐ \$35,000 - \$49,999
- ☐ \$50,000 - \$74,999
- ☐ \$75,000 - \$99,999
- ☐ \$100,000 - \$149,999
- ☐ \$150,000 - \$199,999
- ☐ \$200,000 - \$249,999
- ☐ \$250,000 or more

In what year were you born?

- ☐ 2000 or later
- ☐ 1981-1999
- ☐ 1965-1980
- ☐ 1945-1964
- ☐ 1944 or Earlier

How many people in your household are employed either full or part-time?

- ☐ None
- ☐ One
- ☐ Two
- ☐ Three
- ☐ Four
- ☐ Five or More

Thank you for taking time to complete this survey and for participating in our efforts to make Zephyrhills a better place to live, work, and play! Please click on the ">>" button below to complete your survey.



The Zephyrhills Economic Development Coalition



ZEDC 2024 Medical Industry Follow-Up Report

**Dr. Stephen Neely,
Research Consultant,
Forward Analytics**

National Trends in Health Care

Nationally, Health Care Spending has risen from 6% in 1965 to 17% of the Gross Domestic Product (GDP) in 2022.

Health Care spending is projected to grow to 20% of GDP by 2032

New jobs are projected to grow by 13% between 2021 and 2031...2 million new positions

Florida & Pasco County Trends

Overall population growth to continue

Elderly population in Florida expected to grow from 19.2% in 2016 to 24.4% by 2035; in Pasco County, elderly population to grow to 26% by 2035

By 2025 Florida is expected need nearly 7,000 new physicians

East Pasco is the fastest growing part of Pasco County

Purpose of this Report

This report updates the original 2017 Medical Industry Survey, also conducted by Dr. Neely

Both reports are based on a combination of demographic research and surveys completed by health care providers in Zephyrhills.

Survey Respondents

90% were between 25 and 59 years old

86% owned their own single family

74% commute less than 30 minutes to work and are mostly satisfied with the commute time

Findings Related to Residential Preferences:

- ✓ Affordability and privacy are top concerns, underscoring the need to address rising housing costs while maintaining desirable features like yard size and privacy.
- ✓ The surge in demand for home office space highlights evolving needs for functional, adaptable living spaces.
- ✓ Healthcare workers express a preference for more substantial home and yard space compared with responses observed 7 years ago.
- ✓ There has been an increase in concern over HOA and CDD fees over the past 7 years, likely due to ongoing concerns over inflation and rising insurance costs.

Findings Related to Neighborhood Preferences:

- ✓ Maintaining safety remains a top priority for attracting and retaining healthcare professionals to the community.
- ✓ Increased interest in proximity to quality schools and walkability highlights evolving family and lifestyle considerations for the workforce compared with 7 years ago.
- ✓ Addressing commute times and fostering walkable community designs could significantly enhance neighborhood appeal.
- ✓ Prefer short drive to retail, dining & entertainment

Findings Related to Community Preferences:

- ✓ Leisure and entertainment amenities appear to have increased in importance for healthcare professionals in the East Pasco area, emphasizing the need for continued investment in these community offerings.
- ✓ The rising demand for walkable districts potentially reflects a desire to retain some benefits of urban life, even while many working professionals are moving further away from the core urban centers of large cities.
- ✓ Preferences range from a mix of high-quality and affordable retail options, though concerns with value and convenience appear to be higher than they were 7 years ago, likely due to ongoing concerns over inflation.

Findings Related to Community Perceptions:

- ✓ Familiarity with key amenities like dining and downtown shopping remains high, but familiarity with most community amenities has not increased significantly over the past 7 years. Lesser-known assets could benefit from targeted promotion.
- ✓ Downtown revitalization efforts present an opportunity to address community priorities while enhancing regional appeal.
- ✓ The responses suggest that a continued focus on quality education, public safety, and traffic management will be central to attracting more healthcare professionals to the area.

Key Findings (1)

Housing Preferences: An overwhelming 93% of respondents prefer single-family homes, with 95% favoring larger suburban or rural lots. Home affordability is critical, with 100% rating it as important, alongside preferences for privacy (98%) and larger home sizes (100%).

Shifts in Residential Needs: The reported need for home office space increased from 48% in 2017 to 64% in 2024, reflecting post-pandemic changes in work environments.

Neighborhood Safety and Walkability: Safety remains non-negotiable, with 100% prioritizing low crime rates. Walkability saw a substantial increase in importance, rising from 52% in 2017 to 67% in 2024. While this may seem counterintuitive in light of the preference for larger land parcels and homes, the

Key Findings (2)

✓ **Community Amenities:** When it comes to community amenities, dining options remain a priority (83%), while interest in entertainment options grew significantly, with 81% citing them as important compared to 69% in 2017. Awareness of amenities like the aviation center (46%) and splash park (54%) remains modest, signaling room for growth.

✓ **Policy Priorities:** Reducing crime (87%) and easing traffic congestion (85%) are top concerns, with 90% emphasizing the need for improved public education. Interest in revitalizing the downtown area rose to 56%, indicating potential for enhancing urban elements while maintaining larger living spaces and land parcels.

Recommendations (1)

- ✓ **Expand Affordable Housing Options While Meeting Current Preferences for Space and Privacy.**
 - Partner with developers to create incentives for building affordable yet spacious homes.
 - Introduce zoning adjustments to support the development of larger lots that align with workforce preferences for suburban and rural living.
 - Consider facilitating financial assistance programs, such as down-payment support or low-interest loans, for healthcare workers seeking to purchase homes in the area.

Recommendations (2)

✓ Enhance Walkability and Connectivity

- Invest in infrastructure improvements, such as sidewalks, pedestrian pathways, and bike lanes, to make neighborhoods safer and more accessible.
- Prioritize mixed-use developments that integrate residential, retail, and entertainment options in walkable configurations that don't sacrifice larger homes and land parcels.

Recommendations (3)

✓ Promote Lesser-Known Community Amenities

- Develop a targeted marketing campaign highlighting unique assets like the aviation center, Skydive City, and tennis center, leveraging social media, community events, and partnerships with local organizations.
- Partner with local healthcare providers to create a digital hub or app to provide healthcare workers with easy access to information about local attractions and amenities.

Recommendations (4)

✓ Strengthen Public Education and Safety Initiatives

- Collaborate with the local school district to enhance funding and resources for public schools, focusing on maintaining quality education as a key community asset.
- Invest in community policing and crime prevention programs to sustain and improve the low-crime reputation of the area.
- Incorporate neighborhood watch groups and safety-awareness campaigns to engage residents.

Recommendations (5)

✓ Continue to Promote Downtown Development

- Identify and allocate funding to upgrade the downtown area's aesthetic appeal with landscaping, lighting, and public art installations.
- Encourage small business growth by offering grants or tax breaks for local entrepreneurs to open retail or dining establishments.
- Organize community events and festivals in the downtown district to attract both residents and visitors. Ensure that these events are directly marketed to local healthcare providers/professionals.

Recommendations (6)

✓ Address Traffic and Commute Challenges

- Work with regional planners to improve traffic flow through smart signaling systems and expanded road infrastructure.
- Explore public-private partnerships to introduce shuttle services for healthcare workers, particularly those commuting longer distances.
- Incorporate long-term strategies for sustainable transportation, such as electric buses or carpooling incentives.



QUESTIONS?



CITY MANAGER'S REPORT 3.2

Code Enforcement Discussion

Issue:

This memo outlines the reasoning for why code enforcement officers should remain under the Building Department, rather than the Police Department.

Background:

1. Specialized Knowledge and Skill Set

Code enforcement officers are responsible for ensuring compliance with municipal codes related to building construction, zoning, property maintenance, business tax licenses, and safety standards. Their work requires expertise in these areas, including understanding building codes, land use regulations, and inspection procedures. The Building Department is inherently more aligned with these specialized tasks, as it already manages building permits, inspections, and construction-related matters.

On the other hand, the Police Department's focus is on law enforcement, public safety, and crime prevention. While code enforcement officers may occasionally work with law enforcement on specific issues, their primary role requires a background and skill set that is more in line with the Building Department's work.

2. Clearer Workflow and Accountability

The Building Department oversees the technical aspects of construction and property management. By housing code enforcement under this department, officers can work more directly with building inspectors, planners, and other professionals who understand the regulations that govern construction and property upkeep. This structure promotes a seamless workflow and ensures accountability for the enforcement of building codes and zoning regulations.

3. Collaboration and Resource Allocation

Code enforcement officers often collaborate with professionals in the fields of construction, architecture, and urban planning to ensure compliance with municipal codes. These interactions are vital to resolving issues that require technical knowledge and subject matter expertise. The Building Department already fosters these kinds of professional relationships, allowing code enforcement officers to access resources and knowledge that would be less readily available in a law enforcement-oriented setting.

4. Minimizing Confusion and Overlap of Roles

It is essential to minimize role confusion between code enforcement officers and law

enforcement officers. The perception that code enforcement officers are part of the police force may lead to misunderstandings in the community regarding their responsibilities and the nature of their work. By having code enforcement under the Building Department, the distinction between law enforcement and regulatory enforcement becomes clear, fostering greater public understanding and trust.

Additionally, by separating the two functions, the community may feel more comfortable approaching code enforcement officers for compliance-related matters, without the fear that it will result in criminal investigations or police intervention.

5. Improving Public Relations and Compliance

Placing code enforcement under the Building Department fosters a regulatory environment where officers can focus on education, community outreach, and voluntary compliance. The Building Department is better positioned to encourage property owners to meet code requirements through collaboration and support, rather than relying solely on punitive measures. This more proactive approach is likely to lead to better overall compliance and less adversarial interactions with the community.

Attachment(s):

None

Fiscal Impact:

N/A

Staff Recommendation:

Given the specialized nature of their work, the closer alignment with technical expertise, and the potential for more efficient coordination, code enforcement officers are best situated under the Building Department. This structure ensures clearer roles, better use of resources, and stronger collaboration, ultimately leading to a more effective system of code enforcement that serves the community's needs while minimizing confusion with law enforcement.

CITY MANAGER'S REPORT 3.3

2025 State Appropriation Project Funding Requests

Issue:

Each year the Florida Legislature meets and considers requests from local governments for assistance with projects of local importance. Zephyrhills must ask Representative Maggard and Senator Burgess to sponsor the projects on our behalf.

Background:

Staff would like to propose four projects to you and seek your approval to submit funding requests.

1. 9th Avenue Pond

The requested funding will be utilized for the upgrading of the 9th Avenue Pond in the Yinglings Addition neighborhood. Through consultation and Hurricane Milton, it was determined additional stormwater capacity is needed to reduce flooding in the 9th Avenue Pond area.

Improvements include the regrading of slopes to become more vertical and clearing of sediment buildup, thus creating more capacity in the .87 acre pond. These measures will reduce flooding in the Yinglings addition neighborhood. Estimated project cost is \$1,000,000; Request of appropriation is \$850,000.

2. Meadowood Estates Stormwater Pump Generator

The project will add one generator to an existing stormwater pump station located on the SE corner of the subdivision, which drains the neighborhood. During storms and power outages, the pump-station is no longer operational, causing flooding in the neighborhood. The proposed generator will ensure that the station remains operational during power outages, thus increasing the resilience in the neighborhood and significantly reducing flooding impacts. Estimated project cost is \$150,000; Request of appropriation is \$150,000.

3. Zephyrhills Municipal Airport FBO

The construction of the approximately 7000 square foot FBO/terminal building will include landside access, vehicular parking, aircraft parking apron, pilot and passenger amenities (lobby, pilot planning rooms, rental car services, WiFi, etc.), and administrative offices. The design for the building is complete. Estimated project cost \$5,500,000; Request of appropriation is \$5,500,000.

4. Zephyr Park Improvements

Zephyr Park offers great public spaces that highlights and compliments the personality of a city,

and serves to unify the needs of many. The CRA envisions Zephyr Park to be a place within walking distance to our downtown core where recreation, fun, and art intersect through design. A blended urban natural park will provide spaces to escape, engage, and explore with one another and with nature while experiencing and learning about the extraordinary role water plays within our community and the state of Florida. The development will provide a connection from downtown to the west end of the District, while promoting economic development and expansion of the downtown area. The neighborhoods surrounding Zephyr Park will see much-needed reinvestment due to the development of Zephyr Park. Request amount is \$5,000,000

Attachment(s):

None

Fiscal Impact:

Staff Recommendation:

Staff recommends approval of the above requests.

CITY ATTORNEY'S REPORT 4.1

Municipal Association of Pasco (MAP) Meeting February 06, 2025 - San Antonio

First Reading **RESOLUTION NO. 845-25 - " A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ZEPHYRHILLS, FLORIDA, AUTHORIZING THE CITY COUNCIL OF THE CITY OF ZEPHYRHILLS TO PARTICIPATE IN A JOINT MEETING OF THE MUNICIPAL ASSOCIATION OF PASCO TO DISCUSS MATTERS OF MUTUAL INTEREST; AND PROVIDING FOR AN EFFECTIVE DATE. "**

Issue:

Florida Statutes 125.001 and 166.0213 authorize governing bodies to participate in joint meetings with Pasco County or other local municipalities to discuss matters of mutual interest. Such meetings must be held at an appropriate public place with public notice. Resolution No. 834-24 allows for the City of Zephyrhills' participation in the February 6, 2025 joint meeting with the Municipal Association of Pasco (MAP).

Background:

MAP Meetings are held quarterly on the first Thursday of February, May, August and November.

Attachment(s):

1. Resolution 845-25 Participation in 02-06-2025 MAP Meeting

Fiscal Impact:

Staff Recommendation:

Approval of Resolution No. 834-24 for Council participation at the February 06, 2025 Municipal Association of Pasco Meeting.

RESOLUTION NO. 845-25

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ZEPHYRHILLS, FLORIDA, AUTHORIZING THE CITY COUNCIL OF THE CITY OF ZEPHYRHILLS TO PARTICIPATE IN A JOINT MEETING OF THE MUNICIPAL ASSOCIATION OF PASCO TO DISCUSS MATTERS OF MUTUAL INTEREST; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Zephyrhills, Florida, and the Municipal Association of Pasco, which includes officials from Dade City, New Port Richey, Port Richey, San Antonio and the Town of St. Leo, desire to participate in a joint workshop to discuss matters of mutual interest; and

WHEREAS, Section 166.0213, Florida Statutes, authorizes the governing body of a municipality to meet and discuss matters of mutual interest with the governing body of the county within which the municipality is located or the governing body of another municipality; and

WHEREAS, Section 125.001, Florida Statutes, further states that such meetings may be held at any appropriate public place within the jurisdiction of any participating county or municipality, and requires that due public notice be provided within the jurisdiction of all participating municipalities and counties; and

WHEREAS, Section 166.0213, Florida Statutes, further requires that the governing body of a municipality must first adopt a Resolution or Ordinance authorizing participation in the joint workshop.

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

Section 1. Pursuant to Section 166.0213, Florida Statutes, the City Council of the City of Zephyrhills, Florida, is hereby authorized to participate in a joint meeting with the Municipal Association of Pasco on February 06, 2025, 6:30 p.m., at San Antonio Restaurant – 32625 CR-52, San Antonio, FL 33576.

Section 2. Notice of this meeting shall be duly advertised and official Association minutes shall be taken.

Section 3. This Resolution shall be effective upon adoption by City Council.

The foregoing Resolution No. 845-25 was passed in an open and regular meeting of the City Council of the City of Zephyrhills, Florida, on this 27th day of January, 2025.

Attest: _____
Ricardo Quiñones, City Clerk

Kenneth M. Burgess, Jr., Council President

The foregoing Resolution No. 845-25 was approved by me this 27th day of January, 2025.

Melonie Bahr Monson, Mayor

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

Matthew E. Maggard, City Attorney

NOTED ITEMS 5.1

Work Order CED24-09 Approval-Take 5 Oil Change engineering review services from Cornelison Engineering.

Issue:

Background:

Attachment(s):

1. CED_24-09

Fiscal Impact:

Staff Recommendation:

EXHIBIT F – TASK ASSIGNMENT NUMBER 24-09
TAKE 5 OIL CHANGE
HOURLY CIVIL ENGINEERING CONSULTING SERVICES
PROFESSIONAL SERVICES – CITY-WIDE SERVICES CONTRACT

1. PURPOSE

This is a Task Assignment to the PROFESSIONAL SERVICES – CITY-WIDE SERVICES CONTRACT dated June 11, 2018 between the CITY OF ZEPHYRHILLS, FLORIDA ("CITY") and CORNELISON ENGINEERING & DESIGN, INC. ("CONSULTANT") and made a part thereof. The purpose of this Task Assignment is to amend the required services of the CONSULTANT to provide engineering as authorized by the CITY's representative, when deemed necessary.

2. METHOD OF COMPENSATION

Payment shall be in accordance with the PROFESSIONAL SERVICES – CITY-WIDE SERVICES CONTRACT. Compensation for all services, materials, supplies, training, and any other items or requirements necessary to complete the services described herein, shall not exceed FIVE THOUSAND DOLLARS (\$5,000.00), which includes an allotment of ZERO DOLLARS (\$0.00) for reimbursable expenses, for a total not-to-exceed fee of FIVE THOUSAND DOLLARS (\$5,000.00). At no time shall fees exceed said amount of compensation herein without a written and executed Task Assignment.

3. STANDARD OF CARE

The CONSULTANT agrees that the plans, specifications, and studies produced as a result of this Task Assignment will be produced in accordance with generally accepted professional standards as to completeness, correctness, and suitability for the purpose intended.

4. PROCESS

The following Task Assignment Process shall be followed when services are required. The CONSULTANT shall provide a complete and detailed proposal to include material and labor and shall submit its proposal in the following format to CITY for review, revisions, and approval.

The CONSULTANT, at a minimum, shall be required to provide the following details in its proposal:

- Attachment 1 – Scope of Services
- Attachment 2 – Project Schedule
- Attachment 3 – Consultant's Project Team Members
- Attachment 4 – Total Cost for Services
- Attachment 5 – Truth in Negotiation Certificate (*as required per Florida Statutes*)

All Attachments to this Exhibit F are required for a complete Task Assignment to the PROFESSIONAL SERVICES – CITY-WIDE SERVICES CONTRACT.

ATTACHMENT 1 – SCOPE OF SERVICES

Standard Contract Requirements

All terms used herein shall have the same meaning as defined in the Agreement unless otherwise noted herein. In consideration of the mutual covenants and agreements set forth in Attachments 1 through 5, CITY and CONSULTANT agree, by signature, to the details negotiated in this Task Assignment.

Background

The CITY seeks to have the CONSULTANT provide civil engineering consulting services for a civil engineering/co-compliance review and to provide comments on a set of engineered construction plans for the project known as Take 5 Oil Change, Pretty Pond Road/US Highway 301, Zephyrhills.

ATTACHMENT 2 – PROJECT SCHEDULE

Standard Contract Requirements

This Task Assignment shall commence upon Notice to Proceed and continue until the scope of work is completed and accepted by the CITY. Said project shall maintain schedule as provided. If schedule is altered due to unforeseen delays, the CITY's Project Manager shall be notified at once. Failure to meet the schedule completion date may be grounds for Termination for Default.

The CITY's Project Manager and CONSULTANT shall negotiate a proposed schedule for the successful and timely completion of the project. CONSULTANT will provide services as expeditiously as practicable to meet a mutually agreed upon schedule. The expiration for this work order shall be June 30, 2025.

TABLE 2-1: PROJECT MILESTONES SCHEDULE

	TASK/ACTIVITY	START DATE	WORK DAYS	END DATE	RESPONSIBILITY
1	Notice to Proceed	TBD*	1		City
1	Review of Plans and Comments Provided	TBD*	5		Consultant

*TBD: To be determined through discussions with CITY staff during the performance of this work.

ATTACHMENT 3 – CONSULTANT’S PROJECT TEAM MEMBERS

Standard Contract Requirements

CONSULTANT shall provide the name, title, and responsibility for each of the CONSULTANT’s employees proposed to complete the Scope of Services identified in Attachment 1 of this Task Assignment. CONSULTANT shall also provide the contact information for the CONSULTANT’s Project Engineer assigned to this project.

Project Team Members and Responsibilities

Please note that some of the assigned Project Team Members have multiple responsibilities for this Task Assignment.

TABLE 3-1: PROJECT TEAM MEMBERS

NAME	TITLE	RESPONSIBILITY
Craig L. Cornelison, P.E.	President	Principal, Project Manager, Civil Engineering/Consulting, Plan Review
Marcia Cornelison	Secretary/Treasurer	Project Support/Coordination/Administration

Project Engineer:

Craig L. Cornelison, P.E.

Tel. 813-788-7835

Email: craig@cornelison-eng.com

ATTACHMENT 4 – TOTAL COST FOR SERVICES

Standard Contract Requirements

CONSULTANT shall provide a proposal with hourly labor rates, to include a detailed breakdown of material and labor rates required to complete the Scope of Work detailed in Exhibit F, Attachment 1. All labor and material rates for each project shall be complete and detailed, and shall, without limitation, include and identify the number of hours of work by category of workers/professionals performing the service, while adhering to the Unit Labor Rates in Exhibit C to the PROFESSIONAL SERVICES – CITY-WIDE SERVICE CONTRACT.

Labor Fees

Anticipated labor requirements for this Task Assignment, as described in Attachment 1, are as follows:

TABLE 4-1: SUMMARY OF PROJECTED LABOR COST BY EMPLOYEE

NAME	TITLE	RATE	HOURS	COST
Craig L. Cornelison, P.E.	President	\$180*	TBD	\$Hourly
Marcia Cornelison	Secretary/Treasurer	\$70*	TBD	\$Hourly
Total Not-to-Exceed Labor Fee				\$Hourly*
<i>NOTE: Some of the assigned project team members have multiple responsibilities for this Task Assignment.</i>				

* Subject to annual adjustment with prior acceptance by the City

Material Costs

Anticipated materials costs for this Task Assignment, outside of the reimbursable cost provisions of Exhibit D, are as follows:

TABLE 4-2: SUMMARY OF MATERIAL COSTS BY CATEGORY

MATERIAL COST CATEGORY	ESTIMATED AMOUNT
Total Anticipated Material Costs	\$0

*TBD: Fees to be determined once requested materials have been defined.

Reimbursable Expenses

Anticipated reimbursable costs for this Task Assignment, pursuant to the reimbursable cost provisions of Exhibit D, are summarized below in Table 4-3:

TABLE 4-3: SUMMARY OF REIMBURSABLE COSTS BY CATEGORY

	COST CATEGORY	ESTIMATED AMOUNT
1.	Copying and reproduction of plans and documents	\$cost + 5%
2.	Other direct costs (printing, postage)	\$cost + 5%
3.		
4.		
Total Anticipated Reimbursable Costs		\$cost + 5%

Reimbursable expenses are not anticipated, however should reimbursable expenses be incurred, actual costs + 5% will be billed per the City-Wide Services Contract.

Total of Anticipated Material Costs and Reimbursable Costs: \$Actual costs + 5%

Total Not to Exceed Budget: \$5,000.00

ATTACHMENT 5 – TRUTH IN NEGOTIATION CERTIFICATE

The wage rates and other factual unit costs supporting the compensation under the PROFESSIONAL SERVICES – CITY-WIDE SERVICES CONTRACT between the CITY OF ZEPHYRHILLS, Florida and CORNELISON ENGINEERING & DESIGN, INC. dated _____, 2022 are accurate, complete, and current as of the time of entering into the contract. This Certificate is executed in Compliance with Section 287.055(5)(a) of the Florida Statutes.

DATED this 31st day of December, 2024.

By:  (Affiant's signature)
Craig L. Cornelison

SIGNATURES

IN WITNESS THEREOF, the above parties have executed this instrument, the name of each party being affixed and these present duly signed by its undersigned representative, pursuant to authority of its governing body.

CITY

City of Zephyrhills, Florida

By:



William C. Poe, Jr., CITY Manager

Date Approved:

1/15/2025

CONSULTANT

Cornelison Engineering & Design, Inc.

By:



Craig L. Cornelison, P.E., President

Date: 12/31/24

NOTED ITEMS 5.2

Work Order CED24-10 Approval-Tyson Townhomes Engineering review services from Cornelison Engineering.

Issue:

Background:

Attachment(s):

1. CED24-10

Fiscal Impact:

Staff Recommendation:

EXHIBIT F – TASK ASSIGNMENT NUMBER 24-10
TYSON TOWNHOMES
HOURLY CIVIL ENGINEERING CONSULTING SERVICES
PROFESSIONAL SERVICES – CITY-WIDE SERVICES CONTRACT

1. PURPOSE

This is a Task Assignment to the PROFESSIONAL SERVICES – CITY-WIDE SERVICES CONTRACT dated June 11, 2018 between the CITY OF ZEPHYRHILLS, FLORIDA ("CITY") and CORNELISON ENGINEERING & DESIGN, INC. ("CONSULTANT") and made a part thereof. The purpose of this Task Assignment is to amend the required services of the CONSULTANT to provide engineering as authorized by the CITY's representative, when deemed necessary.

2. METHOD OF COMPENSATION

Payment shall be in accordance with the PROFESSIONAL SERVICES – CITY-WIDE SERVICES CONTRACT. Compensation for all services, materials, supplies, training, and any other items or requirements necessary to complete the services described herein, shall not exceed FIVE THOUSAND DOLLARS (\$5,000.00), which includes an allotment of ZERO DOLLARS (\$0.00) for reimbursable expenses, for a total not-to-exceed fee of FIVE THOUSAND DOLLARS (\$5,000.00). At no time shall fees exceed said amount of compensation herein without a written and executed Task Assignment.

3. STANDARD OF CARE

The CONSULTANT agrees that the plans, specifications, and studies produced as a result of this Task Assignment will be produced in accordance with generally accepted professional standards as to completeness, correctness, and suitability for the purpose intended.

4. PROCESS

The following Task Assignment Process shall be followed when services are required. The CONSULTANT shall provide a complete and detailed proposal to include material and labor and shall submit its proposal in the following format to CITY for review, revisions, and approval.

The CONSULTANT, at a minimum, shall be required to provide the following details in its proposal:

- Attachment 1 – Scope of Services
- Attachment 2 – Project Schedule
- Attachment 3 – Consultant's Project Team Members
- Attachment 4 – Total Cost for Services
- Attachment 5 – Truth in Negotiation Certificate (*as required per Florida Statutes*)

All Attachments to this Exhibit F are required for a complete Task Assignment to the PROFESSIONAL SERVICES – CITY-WIDE SERVICES CONTRACT.

ATTACHMENT 1 – SCOPE OF SERVICES

Standard Contract Requirements

All terms used herein shall have the same meaning as defined in the Agreement unless otherwise noted herein. In consideration of the mutual covenants and agreements set forth in Attachments 1 through 5, CITY and CONSULTANT agree, by signature, to the details negotiated in this Task Assignment.

Background

The CITY seeks to have the CONSULTANT provide civil engineering consulting services for a civil engineering/co-compliance review and to provide comments on a set of engineered construction plans for the project known as Tyson Townhomes, 8th Street/Henry Drive, Zephyrhills.

ATTACHMENT 2 – PROJECT SCHEDULE

Standard Contract Requirements

This Task Assignment shall commence upon Notice to Proceed and continue until the scope of work is completed and accepted by the CITY. Said project shall maintain schedule as provided. If schedule is altered due to unforeseen delays, the CITY's Project Manager shall be notified at once. Failure to meet the schedule completion date may be grounds for Termination for Default.

The CITY's Project Manager and CONSULTANT shall negotiate a proposed schedule for the successful and timely completion of the project. CONSULTANT will provide services as expeditiously as practicable to meet a mutually agreed upon schedule. The expiration for this work order shall be June 30, 2025.

TABLE 2-1: PROJECT MILESTONES SCHEDULE

	TASK/ACTIVITY	START DATE	WORK DAYS	END DATE	RESPONSIBILITY
1	Notice to Proceed	TBD*	1		City
1	Review of Plans and Comments Provided	TBD*	5		Consultant

*TBD: To be determined through discussions with CITY staff during the performance of this work.

ATTACHMENT 3 – CONSULTANT’S PROJECT TEAM MEMBERS

Standard Contract Requirements

CONSULTANT shall provide the name, title, and responsibility for each of the CONSULTANT’s employees proposed to complete the Scope of Services identified in Attachment 1 of this Task Assignment. CONSULTANT shall also provide the contact information for the CONSULTANT’s Project Engineer assigned to this project.

Project Team Members and Responsibilities

Please note that some of the assigned Project Team Members have multiple responsibilities for this Task Assignment.

TABLE 3-1: PROJECT TEAM MEMBERS

NAME	TITLE	RESPONSIBILITY
Craig L. Cornelison, P.E.	President	Principal, Project Manager, Civil Engineering/Consulting, Plan Review
Marcia Cornelison	Secretary/Treasurer	Project Support/Coordination/Administration

Project Engineer:

Craig L. Cornelison, P.E.

Tel. 813-788-7835

Email: craig@cornelison-eng.com

ATTACHMENT 4 – TOTAL COST FOR SERVICES

Standard Contract Requirements

CONSULTANT shall provide a proposal with hourly labor rates, to include a detailed breakdown of material and labor rates required to complete the Scope of Work detailed in Exhibit F, Attachment 1. All labor and material rates for each project shall be complete and detailed, and shall, without limitation, include and identify the number of hours of work by category of workers/professionals performing the service, while adhering to the Unit Labor Rates in Exhibit C to the PROFESSIONAL SERVICES – CITY-WIDE SERVICE CONTRACT.

Labor Fees

Anticipated labor requirements for this Task Assignment, as described in Attachment 1, are as follows:

TABLE 4-1: SUMMARY OF PROJECTED LABOR COST BY EMPLOYEE

NAME	TITLE	RATE	HOURS	COST
Craig L. Cornelison, P.E.	President	\$180*	TBD	\$Hourly
Marcia Cornelison	Secretary/Treasurer	\$70*	TBD	\$Hourly
Total Not-to-Exceed Labor Fee				\$Hourly*
<i>NOTE: Some of the assigned project team members have multiple responsibilities for this Task Assignment.</i>				

* Subject to annual adjustment with prior acceptance by the City

Material Costs

Anticipated materials costs for this Task Assignment, outside of the reimbursable cost provisions of Exhibit D, are as follows:

TABLE 4-2: SUMMARY OF MATERIAL COSTS BY CATEGORY

	MATERIAL COST CATEGORY	ESTIMATED AMOUNT
	Total Anticipated Material Costs	\$0

*TBD: Fees to be determined once requested materials have been defined.

Reimbursable Expenses

Anticipated reimbursable costs for this Task Assignment, pursuant to the reimbursable cost provisions of Exhibit D, are summarized below in Table 4-3:

TABLE 4-3: SUMMARY OF REIMBURSABLE COSTS BY CATEGORY

	COST CATEGORY	ESTIMATED AMOUNT
1.	Copying and reproduction of plans and documents	\$cost + 5%
2.	Other direct costs (printing, postage)	\$cost + 5%
3.		
4.		
Total Anticipated Reimbursable Costs		\$cost + 5%

Reimbursable expenses are not anticipated, however should reimbursable expenses be incurred, actual costs + 5% will be billed per the City-Wide Services Contract.

Total of Anticipated Material Costs and Reimbursable Costs: \$Actual costs + 5%

Total Not to Exceed Budget: \$5,000.00

ATTACHMENT 5 – TRUTH IN NEGOTIATION CERTIFICATE

The wage rates and other factual unit costs supporting the compensation under the PROFESSIONAL SERVICES – CITY-WIDE SERVICES CONTRACT between the CITY OF ZEPHYRHILLS, Florida and CORNELISON ENGINEERING & DESIGN, INC. dated _____, 2022 are accurate, complete, and current as of the time of entering into the contract. This Certificate is executed in Compliance with Section 287.055(5)(a) of the Florida Statutes.

DATED this 31st day of December, 2024.

By:  (Affiant's signature)
Craig J. Cornelison

SIGNATURES

IN WITNESS THEREOF, the above parties have executed this instrument, the name of each party being affixed and these present duly signed by its undersigned representative, pursuant to authority of its governing body.

CITY
City of Zephyrhills, Florida

By:



William C. Poe, Jr., CITY Manager

CONSULTANT
Cornelison Engineering & Design, Inc.

By:



Craig L. Cornelison, P.E., President

Date Approved:

1/15/2025

Date: 12/31/24

NOTED ITEMS 5.3

Work Order 25-168 Approval- Kimley-Horn 12th Street and North Avenue Intersection Evaluation.

Issue:

Background:

Attachment(s):

1. KH 25-168 - 12th St and North Ave Eval

Fiscal Impact:

Staff Recommendation:

WORK ORDER NO. 25-168
Pursuant to Continuing Service Contract Engineering
Services Agreement Between
City of Zephyrhills and Kimley-Horn and Associates, Inc.
for Professional Services

This agreement, executed this 17 day January, 2025, is Work Order No. 25-168 to Continuing Services Contract Engineering Services agreement between the City of Zephyrhills (hereinafter referred to as "City" or "Client"), and Kimley-Horn and Associates, Inc., (hereinafter referred to as "Kimley-Horn" or "Consultant"), dated June 11, 2024.

WHEREAS, the City and the Consultant entered into an Agreement to provide Continuing Services for Engineering Services; and

WHEREAS, the Agreement provided that the City would make individual technical service requests of the Consultant; and

NOW, THEREFORE, in consideration of the promises and mutual benefits which will accrue to the parties, it is mutually understood and agreed as follows:

I. General Scope of this Work Order

The Consultant will provide professional and technical services requested by the City. The following tasks, as described in Section II, are based on discussions regarding **12th Street and North Avenue Intersection Evaluation** between Kimley-Horn and the City.

II. Scope of Work

For the intersection 12th Street and North Avenue, the Consultant will evaluate the intersection for traffic safety considerations based on historical crash data, specifically related to crash events that impact the southeast corner parcel. Engineering services include the following:

- Review of the historical crash reports provided by the City to evaluate traffic operations and safety.
- Conduct site review
- Prepare Collision Diagram to summarize historical crash data
- Conduct a vehicle spot speed study
- Evaluate data and recommend potential countermeasures
- Develop a concept plan of proposed countermeasures
- Prepare a memorandum to summarize results of safety evaluation and recommendations.
- Meet with City staff to present and discuss the results of the evaluation

III. Additional Services

The following are services that are not included in the scope of services but can be provided as additional services if authorized by the Client. Compensation for additional services will be agreed to prior to their performance.

- Additional tasks requested by City staff

IV. Information Provided by Client

The following information, upon which the Consultant can rely, shall be provided by the Client.

- Client submitted information related to any traffic engineering related service.

V. Compensation

The Consultant's fee for this project will be hourly, as requested, up to a maximum of \$13,000. The Consultant will not exceed this maximum fee unless they have received written authorization.

VI. Schedule

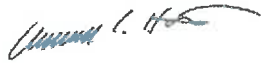
We will provide our services as expeditiously as practicable to meet a mutually agreed upon schedule.

VII. Other Provisions

All provisions contained in the Corridor, Sub-area, and Special Transportation Studies Agreement not specifically modified herein shall remain in full force and effect and are incorporated by reference herein.

KIMLEY-HORN AND ASSOCIATES, INC.

CITY OF ZEPHYRHILLS

By: 

By: 

Print Name: Christopher Hatton, P.E.

Print Name: William Poe

Title: Senior Vice-President

Title: City Manager

Kimley-Horn and Associates, Inc.

Witness: _____

Attest: 

EXHIBIT B- UNIT LABOR RATES

Consultant shall list a complete fee schedule to be referred to when proposing services for each project assigned by the CITY OF ZEPHYRHILLS. The Fee Schedule shall include but not be limited to services required to support the Scope of Services, as so stated in Exhibit A.

Fees, which shall be inclusive of all overhead of Consultant, for basic services and additional services (only when approved in writing by the CITY), be reimbursed at the following hourly rates:

City of Zephyrhills	
Kimley-Horn and Associates, Inc.	
CONTRACT BILLING RATES	
Job Classification	Average Hourly Billing Rate
Chief Engineer	\$ 298.00
Senior Project Manager	\$ 285.00
Project Manager	\$ 215.00
Senior Professional Engineer	\$ 230.00
Senior Environmental Scientist	\$ 200.00
Professional Engineer II/Wetland Scientist/Geologist	\$ 180.00
Professional Engineer I/Wetland Scientist/Geologist	\$ 165.00
Engineer Intern	\$ 135.00
Senior Designer/Engineering Tech	\$ 138.00
Designer/Engineering Tech	\$ 118.00
Drafter/CADD Operator	\$ 100.00
Sr. Planner	\$ 230.00
Planner	\$ 150.00
GIS Specialist	\$ 120.00
Sr. Landscape Architect	\$ 230.00
Landscape Architect	\$ 180.00
Landscape Intern	\$ 135.00
Construction Engineer	\$ 175.00
Construction Inspector	\$ 145.00
Administrative/Clerical	\$ 90.00