



**CITY COUNCIL
ZEPHYRHILLS, FLORIDA**

**Monday, March 10, 2025
6:00 PM**

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

<https://meet.goto.com/855960693>

or dial in using your phone:

+1 (646) 749-3122- Access Code: 855-960-693

(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 —

Pledge of Allegiance —

CITIZEN COMMENTS

1. CONSENT ITEMS

- 1.1 Approval of City Council Meeting Minutes - February 24, 2025
 1. M02.24.2025
- 1.2 Approval of replacement vehicle for Admin #149
 1. Stingray Letter of Intent Malibu 1LT 25FEB25
 2. Quote updated 2024 Malibu LT 20250213
- 1.3 Request Council approval of WWTF FERRATE TREATMENT PILOT TEST with Jones Edmunds
 1. 2025-02-25-PE-TA25-04-Zephyrhills WWTF Ferrate Pilot Test

2. BUSINESS ITEMS

2.1 Wareco Pasco I, LLC Rezoning

Second Reading **ORDINANCE NO. 1498-25. " AN ORDINANCE OF THE CITY OF ZEPHYRHILLS, FLORIDA PROPOSING AN AMENDMENT TO THE CITY'S ZONING MAP DESIGNATION CHANGING THE ZONING DESIGNATION FROM CITY R-4 (MULTI-FAMILY RESIDENTIAL) TO CITY C-1 (NEIGHBORHOOD COMMERCIAL) FOR APPROXIMATELY 8.52 ACRES OF REAL PROPERTY IDENTIFIED WITH PARCEL ID 26-25-21-0000-00700-0000; PROVIDING FOR CODIFICATION, CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE. "**

- A. Council President opens Public Hearing
- B. Council President closes Public Hearing
- C. City Council considers Ordinance No. 1498-25 on the Second Reading

- 1. Ordinance 1498-25 Wareco-Pasco I LLC Rezoning 32393093.1)
- 2. Wareco Pasco I, LLC location Map(32153932.1)
- 3. Business Impact Estimate Ord. No. 1498-25

2.2 Wareco Pasco I, LLC Conditional Use

First Reading **RESOLUTION NO. 847-25. " A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ZEPHYRHILLS RELATED TO HEIGHT; APPROVING A CONDITIONAL USE TO EXCEED THE HEIGHT LIMITATIONS OF THE C1 (NEIGHBORHOOD COMMERCIAL) ZONING DISTRICT ON PARCEL NO. 26-25-21-0000-00700-0000; PROVIDING CONDITIONS; FINDING CONFORMITY WITH THE COMPREHENSIVE PLAN AND LAND DEVELOPMENT CODE; AND PROVIDING AN EFFECTIVE DATE. "**

- A. Council President opens Public Hearing
- B. Council President closes Public Hearing
- C. City Council considers Resolution No. 847-25 on the First Reading

- 1. RESOLUTION NO. 847-25 Wire Ranch Resolution Wareco-Pasco I LLC Conditional Use(32511542.1)
- 2. Wareco Pasco I, LLC Map(32153932.1)

MAYOR ANNOUNCEMENTS

CITY MANAGER ANNOUNCEMENTS

CITY ATTORNEY ANNOUNCEMENTS

CITY COUNCIL COMMENTS

3. NOTED ITEMS

3.1 BGE Task Order 100-25 6th Avenue Sidewalk

- 1. BGE TO100-25 6th Ave Sidewalk

3.2 Tom Fisher Proclamation

- 1. 2025 Tom Fisher

3.3 Limb Beaver Quotes - signed

- 1. Limb Beaver Quotes signed

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.**

City Council Meeting
March 10, 2025

Information Only

CONSENT ITEMS 1.1

Approval of City Council Meeting Minutes - February 24, 2025

Issue:

The City of Zephyrhills City Council held a regular meeting on February 24, 2025.

Background:

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

Attachment(s):

1. M02.24.2025

Fiscal Impact:

N/A

Staff Recommendation:

Staff Recommends approval.

REGULAR CITY COUNCIL MEETING

A Regular City Council Meeting was held on February 24, 2025 at 6:00 PM in the Council Chambers of City Hall and Via GoToMeeting (646) 749-3122 - Access Code: 855-960-693. Council President Kenneth M. Burgess Jr. called the meeting to order at 6: 10 PM.

Roll call was taken. Present were members Lance Smith, Kenneth M. Burgess Jr., Charles Proctor, Steven F. Spina and Mayor Melonie Bahr Monson. City Manager William Poe and City Attorney Matthew Maggard were also present. Jodi Wilkeson was not present.

Staff present: Chief of Police Derek Brewer, 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, Building Official Calvin Switzer and City Clerk Ricardo Quinones.

The Invocation was led by Reverend Benjamin of St. Elizabeth Episcopal Church.

The Pledge of Allegiance followed.

CITIZEN COMMENTS

Phyllis Purvis – 8618 Gall Blvd, Zephyrhills – spoke from the floor.

Mrs. Purvis addressed concerns regarding an unsightly property at 8133 Gall Blvd., which has become a dumping ground. It was determined the property falls under County jurisdiction, and Code Enforcement will contact County officials.

Kendall Deford – 5714 18th Street, Zephyrhills – spoke from the floor.

Mr. Deford raised concerns about donation boxes placed around the city and their maintenance. The City Attorney confirmed an ordinance exists regulating them, and Code Enforcement will investigate..

Leigh Anne Jensen – 5549 23rd Street – spoke from the floor.

Mrs. Jensen encouraged a more positive approach to City initiatives and suggested community engagement programs, such as incentive-based litter cleanups.

Vicki Wiggins - 8550 5th Ave - Chamber of Commerce - spoke from the floor.

Mrs. Wiggins expressed gratitude to the City for supporting the Pigz in Z'Hills event and invited Council members to the Access to Opportunity networking event on February 26, 2025.

MAYOR - NONE

1. CONSENT ITEMS

- 1.1 Approval of City Council Meeting Minutes - February 10, 2025
- 1.2 Approval of Mayor's Caucus Minutes - February 18, 2025
- 1.3 Approval of Amendment #3 to Jones Edmunds for additional work for the Reclaim Water Project.
- 1.4 Approval to purchase two (2) vehicles for the Wastewater Division
- 1.5 South Avenue Extension Award of Bid ITB 2024-003 and Approval of Agreement 2525-01 - B.R.W. Contracting, Inc.
- 1.6 Approval of Agreement 25-25-02 Piggyback Agreement with Odyssey and associated quote

Steven Spina motioned to pull consent item 1.5 for discussion and approve the remaining consent items as presented. Seconded by Lance Smith. Motion Passed, 4-0.

**** Item pulled for Discussion ****

1.5 South Avenue Extension Award of Bid ITB 2024-003 and Approval of Agreement 2525-01 -B.R.W. Contracting, Inc.

Steven Spina questioned the South Avenue Extension project's cost and funding sources. The bid was approximately \$2.8 million, with \$1.9 million covered by State appropriation and the remaining \$935,000 from transportation impact fees.

City Manager Poe expressed concern that additional state funding may not be possible for this legislative session but agreed to explore options, including value engineering and contingency reductions.

Steven Spina recommended requesting additional state funds, while Lance Smith suggested future developments along the road should contribute to reimbursement.

Lance Smith motioned to Approve Consent Item 1.5 based on the discussion. Seconded by Charlese Proctor. Motion Passed, 3-1. Opposed by Steven Spina.

2. BUSINESS ITEMS

2.1 Warnoker Hotels Rezoning

First Reading **ORDINANCE NO. 1498-25. " AN ORDINANCE OF THE CITY OF ZEPHYRHILLS, FLORIDA PROPOSING AN AMENDMENT TO THE CITY'S ZONING MAP DESIGNATION FROM CHANGING THE ZONING DESIGNATION FROM CITY R-4 (MULTI-FAMILY RESIDENTIAL) TO CITY C-1 (NEIGHBORHOOD COMMERCIAL) FOR APPROXIMATELY 8.52 ACRES OF REAL PROPERTY IDENTIFIED WITH PARCEL ID 26-25-21-0000-007000000; PROVIDING FOR CODIFICATION, CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE. "**

City Attorney Matthew Maggard read Ordinance 1498-25 by title.

Planning Director Todd Vande Berg presented the rezoning request.

Discussion followed regarding the area's future land use, potential zoning changes, and development plans. Phyllis Purvis spoke on behalf of the Purvis family in support of the development.

Mike Breman - 8744 Gall Blvd, Zephyrhills - spoke from the floor.

Mr. Breman requested clarification on project details, access roads, and utility connections.

Charles Proctor motioned to Approve Ordinance 1498-25 on the First Reading. Seconded by Lance Smith. Motion Passed, 4-0.

Staff will provide Council with proposed Conditional Use Resolution conditions in advance of the second reading.

3. CITY MANAGER'S REPORT

3.1 Park Safety Plan

Chief of Police Derek Brewer presented the Park Safety Plan focusing on CPTED principals.

Discussion followed emphasizing lighting improvements, signage, better use of SeeClikFix and increased citizen involvement in park maintenance and safety.

MAYOR ANNOUNCEMENTS

Mayor Monson asked why Hercules Park was not fenced.

Chief Brewer stated restricted access could enhance safety but was not originally included in project plans due to cost concerns. The discussion included.

CITY MANAGER ANNOUNCEMENTS

City Manager Poe updated Council on the Tennis Center's progress and thanked Stuart Middle School for collected 27 bags of trash during a TrashAthon event.

CITY ATTORNEY ANNOUNCEMENTS

City Attorney Matthew Maggard will work with the Planning Department to finalize and distribute Conditional Use Resolution conditions for the Warnoker Hotels Rezoning project.

CITY COUNCIL COMMENTS

Spina - Inquired whether Zephyrhills High School JROTC needed funding for a cemetery cleanup. City Manager Poe confirmed no request was made.

Proctor - Praised the Pigz in Z'Hills event for its success.

Smith - Recognized former Mayor Gene Whitfield and former Councilman-turned-County Judge Kent Compton. Smith noted that discussions about Hercules Park date back to 2012, emphasizing the need for the City Yard project to maintain the same level of excellence. Spina commented that it really started in the 1980's with community members working to preserve the land.

Burgess - Addressed Leigh Anne Jensen's concerns about negativity in City discussions, reaffirming Council's openness to public input.

4. NOTED ITEMS

4.1 Zephyrhills High School JROTC Service Project

ADJOURN 7:31 PM

Submitted by Ricardo Quinones.

CONSENT ITEMS 1.2

Approval of replacement vehicle for Admin #149

Issue:

Replacement of Admin. Pool Vehicle

Background:

Admin. #149 was damaged beyond repair (flooded) during Hurricane Milton.

Attachment(s):

1. Stingray Letter of Intent Malibu 1LT 25FEB25
2. Quote updated 2024 Malibu LT 20250213

Fiscal Impact:

Purchase price **\$26,905.40** using Penny for Pasco (P4P) Reserve Funds approved by the Finance Director. Re: Florida Sheriff's Contract - FSA/HCS-AVP1.0

Staff Recommendation:

The Public Works Director and City Manager recommend approval of this vehicle purchase as presented.



February 25, 2025

Magic Peter Popiel,
Fleet Sales Manager
Stingray Chevrolet
magicpeterfleet@gmail.com

Dear Mr. Popiel,

Thank you for providing the following vehicle quote available for purchase under Florida Sherri's Association Bid FSA-HCS-AVP1.0 and equipped as indicated in the quote provided.

QUOTE Order	MODEL	PRICE	QTY.	TOTAL 1
# RF204918	2024 Chevrolet Malibu 1LT FWD	\$26,671.40	EA.	\$26,671.40

It is the intention of the City of Zephyrhills, contingent upon availability of budgeted funds and award of this proposed vehicle purchase by The City of Zephyrhills City Council, to issue a purchase order for this vehicle to Stingray Chevrolet in the total amount of \$26,671.40

We expect to submit this item for award before the City Council on March 10, 2025. While we do not anticipate any issues, if for any reason this agenda item does not receive approval for award by the City Council, the City will inform you in writing, no later than 5-7 business days after City Council approval.

Please confirm receipt and acceptance of this letter via return email. If there are any issues which to address, or if additional information is required, feel free to contact me directly at 813.780.0022x3561 or sleblanc@ci.zephyrhills.fl.us

Respectfully,

Shane LeBlanc,
Public Works Director

Cc: Randy Murphy, Fleet Superintendent
William C. Poe, Jr., City Manager

VEHICLE QUOTE

FSA/HCSO 2024-005 Bid Award

FSA HCS-AVP1.0

Attention: Randy Murphy
Agency: City of Zephyrhills
Phone #: 813-780-0022 x3591
Fax #: 813-780-0005

Date : 2/10/25
RF204918 updated

<u>Option Code</u>	<u>Description</u>	<u>Unit Price</u>	
1ZD69 LT	2024 Model Chevrolet MALIBU 1LT FWD	\$ 28,360.00	Total MSRP
	5-passenger	\$ 1,095.00	GM Destination chg
		\$ 283.60	FSA/HCSO discount 1%
RIA	All weather floor liners; 2 rows	INCLD	
GXD	Sterling Gray Metallic	NC	
TAGNEW	New yellow CITY tag and registration/title	\$ 234.00	
	Available IN STOCK:		
GB8	Mosaic Black Metallic		
GXD	Sterling Gray Metallic		
	GM NCC DISCOUNT 2250 + 250 dealer dicretionary (in effect through 3/3/25)	\$ (2,500.00)	
	Options Total:	\$ 234.00	
	Sub-Total Unit Cost:	\$ 26,905.40	

Comments:	<i>Please refer to attached copy of GM window label for complete list of included equipment</i>
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Quoted By "Magic" Peter Popiel
Phone # : (407)221-7600
Office # (813)359-5016
E-mail :

MAGICPETERFLEET@GMAIL.COM

CONSENT ITEMS 1.3

Request Council approval of WWTF FERRATE TREATMENT PILOT TEST with Jones Edmunds

Issue:

Approval of WWTF FERRATE TREATMENT PILOT TEST with Jones Edmunds

Background:

The City was approached by Jones Edmunds to do a pilot study using an Innovative Solution to remove contaminants, specifically perfluorooctanoic acid (PFOA) and perfluorooctanoic sulfonate acid (PFOS), from the wastewater effluent.

Attachment(s):

1. 2025-02-25-PE-TA25-04-Zephyrhills WWTF Ferrate Pilot Test

Fiscal Impact:

The City has a grant agreement in the amount of \$240,000 and the cost of the project will not exceed this cost. The result is no cost to the city.

Staff Recommendation:

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

THE CITY OF ZEPHYRILLS, FLORIDA
EXHIBIT F – TASK ASSIGNMENT JE 25-04
JONES EDMUNDS OPPORTUNITY NO. 95357-014-25
WWTF FERRATE TREATMENT PILOT TEST

PURPOSE

This is a Task Assignment under the Professional Services – City-Wide Services Contract dated June 11, 2018, between The City of Zephyrhills, Florida (City) and Jones Edmunds & Associates, Inc. (Consultant) and made a part thereof. The purpose of this Task Assignment is to specify the required services of the Consultant to provide engineering services when, and as authorized by, the City's representative, when deemed necessary.

METHOD OF COMPENSATION

Payment shall be in accordance with the June 11, 2018, Contract. Compensation for all services, materials, supplies, training, and any other items or requirements necessary to complete the work as described herein shall be on a lump-sum basis as identified below and shall be two hundred forty thousand dollars (\$240,000) payable in association with the tasks described below. At no time shall fees exceed said amount of compensation herein without a written and executed Task Assignment amendment.

STANDARD OF CARE

The Consultant agrees that the plans, permits, and studies produced as a result of this Task Assignment are produced in accordance with generally accepted professional standards as to completeness, correctness, and suitability for the purpose intended.

PROCESS

The following Task Assignment Process shall be followed when engineering services are required. The Consultant shall provide a complete and detailed proposal to include materials and labor and shall submit its proposal in the following format to the City for review, revision, and approval.

The Consultant, at minimum, shall be required to provide the following detail 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)
- Attachment 6 – Florida Department of Environmental Protection Grant Work Plan

These Attachments to this Exhibit F are required for a complete Task Assignment.

ATTACHMENT 1 - SCOPE OF SERVICES

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 6, the City and Consultant agree, by signature, to the details negotiated in this Task Assignment.

WWTF FERRATE TREATMENT PILOT TEST

BACKGROUND

The City has been investigating the presence of contaminants of emerging concerns (CEC's) 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 perfluorooctanoic sulfonate acid (PFOS) with some level 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 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.

The City entered into Standard Grant Agreement No.: INW03 on January 31, 2025 with the Florida Department of Environmental Protection (FDEP) to complete "Pilot Testing the Innovative Ferrate Treatment Process for Reduction of Contaminants of Emerging Concern at City of Zephyrhills WWTF" (WWTF Ferrate Treatment Pilot Test). The Grant Work Plan (GWP) included as Attachment 3 to the Agreement presents the scope of work and schedule for the WWTF Ferrate Treatment Pilot Test.

The City will work with the Consultant to 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 Consultant will conduct bench-scale treatability tests on wastewater samples collected from wastewater treatment process streams. The findings from these tests will enable the Consultant to build a mobile modular ferrate treatment system that will be used to test the process streams at the City's 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, its residents, and the environment will experience a reduction or elimination of CECs in wastewater discharges.

SCOPE OF WORK

The Scope of Work for this project will follow the FDEP Grant Work Plan DEP Agreement No.: INW03, attached to this document. These tasks and deliverables are abbreviated below; the GWP should be referenced for detailed scope of services.

TASK 1 – QUALITY ASSURANCE PROJECT PLAN (QAPP)

The Consultant will prepare and submit for approval a Quality Assurance Project Plan utilizing the FDEP template prior to the commencement of any monitoring and sampling associated with the project. The QAPP will specify the sampling procedures, locations, instruments, and parameters to be sampled.

Deliverables:

- Draft QAPP submitted electronically in Word format.
- Final QAPP submitted electronically in PDF format.
- Deliverables will be submitted electronically. Physical copies will be provided upon request.

TASK 2 – WWTF SAMPLING AND BENCH-TESTING

Consultant 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.

Samples will be taken reflective of both the influent and effluent characteristics at four strategic locations throughout the facility and will also include one 'blank', resulting in 9 samples during this Bench-testing task. Parameters will include CEC testing, as well as temperature, pH, Dissolved Oxygen, Chemical Oxygen Demand, and nitrogenous or phosphoric nutrients.

Deliverables:

- Copy of written approval to sample at the WWTF.
- Results from bench testing and the dosage for the chemical treatment as well as solid handling requirements.
- 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.
- Draft or final (when submitting final request) laboratory report and sampling logs (must have field and weather data if applicable).
- Deliverables will be submitted electronically. Physical copies will be provided upon request.

TASK 3 – PERMITTING, PLANNING, AND DESIGN OF TREATMENT SYSTEM

The Consultant will submit a Basis of Design Technical Memorandum (BODTM) to design and size the mobile modular ferrate treatment system based on the pilot testing. This will include equipment selection, sizing, and layout. The BODTM will also present pilot test location, and the facilities needed to conduct the pilot tests in those locations. This will also include required permitting, as necessary.

Deliverables:

- A signed letter containing list of all required permits, identifying permit numbers, issue dates, and issuing authorities, or summary with verification that no permits are required.
- Permit application for the City to submit
- Electronic copy of the final design, including professional certifications as applicable, as well as BODTM

TASK 4 – MOBILIZATION, SITE PREPARATION, AND SYSTEM SET-UP

The Consultant will coordinate the installation and Ferrate System set up at two WWTF pilot testing sites that will be identified in the BODTM. This will include site preparation, equipment mobilization, on-site staging, and startup of the pilot equipment.

Deliverables:

- Map of pilot testing sites.
- Date-stamped color photographs prior to, during, and immediately following completion of this task.
- Signed acceptance of the completed work by the City.
- Deliverables will be submitted electronically. Physical copies will be provided upon request.

TASK 5 – OPERATIONS AND MONITORING

The Consultant will complete monitoring of influent and effluent samples from the mobile modular ferrate treatment system at the two pilot locations based on where bench-testing indicated optimal performance. Pilot testing will take place over two weeks at the two selected locations. Eight sampling events will take place at the two locations, for 16 samples total during the pilot test (including up to 8 blank samples).

Deliverables:

- Summary of complete monitoring activities including dates completed, sampling conducted, and anything not sampled with reasoning.
- Monitoring results along with interpretation of those results, evaluating what was expected and what was not
- Laboratory reports and sampling logs, including field and weather data
- Deliverables will be submitted electronically. Physical copies will be provided upon request.

TASK 6 – DECOMMISSIONING AND SITE RESTORATION

The Consultant will assist with coordination of decommissioning of the pilot system after the monitoring task has been completed. A site close-out inspection will be conducted with City staff to confirm that all equipment has been removed from the site and conditions are satisfactorily like pre-work conditions.

Deliverables:

- Signed acceptance of the completed decommissioning work
- Application and Certification for payment to the pilot test equipment provider
- Date-stamped color photographs of before, during and after site restoration.

TASK 7 – FINAL REPORT AND PRESENTATION

The Consultant will prepare a final report summarizing the result of the project including the tasks described herein. Details of what are required to be in this report are included in the attached Grant Work Plan.

The Consultant with the City will provide FDEP with a virtual presentation (Microsoft Teams) presentation of the Final Report that will be no more than 60 minutes, including questions. The delivery method will be coordinated and confirmed prior to submission of the Final Report.

Deliverables:

- Electronic copy of the draft Final Report in Word format
- Electronic copy of the Final Report in PDF format.
- Electronic copy of the Final Report presentation no later than 5 days prior to the presentation.
- Deliverables will be submitted electronically. Physical copies will be provided upon request.

EXCLUSIONS AND CONDITIONS

The following items are exclusions and conditions of this Scope of Services:

- FDEP will be satisfied with a QAPP that aligns with the sampling and testing described in the Scope of Work and included in Attachment 4 Total Cost for Services.
- This Scope of Work does not include permitting services other than those described herein. It is assumed the City will pay for any permitting fees, and that applications will be prepared and provided to the City for submittal directly to the permitting agency.
- It is assumed that the City staff will help with:
 - Locating information within the WWTF
 - Accessing the facility as well as equipment and sampling locations within the WWTF
 - Retrieving samples at the WWTF
 - Performing routine sampling (e.g. temperature, pH, DO, etc.)
- City lab equipment may be used to supplement consultant lab equipment during the bench-scale testing.
- Consultant services will be limited to what is required in the Grant Work Plan and what is generally described herein. Any additional services not explicitly stated should not be assumed to be included in the Scope of Work.

ATTACHMENT 2 - PROJECT SCHEDULE

This Task Assignment shall commence upon receipt of Notice to Proceed and continue until the Scope of Work is completed and accepted by the City, or within the requirements of the FDEP Grant allowance. This project is required to remain within the ultimate deadline of the Grant Schedule, reflected below. If the schedule is altered because of unforeseen delays (including extended City reviews), the Consultant shall notify the City's Project Manager immediately and a mutually agreeable revised schedule will be established and provided to the FDEP Grant Manager for FDEP approval and Grant Agreement Amendment. Please note that the schedule assumes the procurement of equipment can be done in a timely fashion. If equipment is delayed, additional milestones may be affected.

Task/ Deliverable Number	Milestone	Task Start Date	Task End Date	Deliverable Due Date/ Frequency
1	Quality Assurance Project Plan (QAPP)	Upon Award of NTP	6 Months After NTP	-
1a	Draft QAPP	-	-	2 Months Before Task End
1b	Final QAPP	-	-	1 Month Before Task End
2	WWTF Sampling and Bench-Testing	04/15/2025	08/15/2025	Monthly
3	Permitting, Planning, and Design	Upon Award of NTP	09/15/2025	-
3a	Permitting	-	-	01/01/2026
3b	Planning and Design	-	-	09/15/2025
4	Mobilization, Site Preparation, and System Set-Up	02/15/2026	03/15/2026	-
5	Operations and Monitoring	03/15/2026	08/01/2026	Monthly
6	Decommissioning and Site Restoration	09/01/2026	09/15/2026	-
7	Final Report	07/01/2026	02/01/2027	-
7a	Draft Final Report	-	-	10/01/2026
7b	Final Report	-	-	12/01/2026
7c	Final Report Presentation	-	-	01/31/2027

ATTACHMENT 3 - CONSULTANT'S PROJECT TEAM MEMBERS

The Consultant shall provide the name, title, and responsibility of each of the Consultant's employees proposed to complete the Scope of Work identified in Attachment 1 of this Task Assignment. The Consultant shall also provide the contact information for the Consultant's Project Engineer assigned to this project.

The following is a list of proposed team members for this project. Any changes to the proposed project team will be coordinated in advance with the City's Project Manager.

Name	Title	Responsibility
Michael Clark	Senior Engineer/ Vice President	Client Services Manager
Bill Lynch	Senior Manager/ Vice President	Senior QAQC
Elizabeth Kennelly	Department Manager/ Vice President	Water Quality QAQC
Sean Menard	Project Engineer	Project Manager/Technical Lead
Nicole McCabe	Engineer Intern	Assistant Engineer
Royce Gamble	Senior Field Technician	Field Coordination and Field QC

ATTACHMENT 4 - TOTAL COST FOR SERVICES

Based on the Scope of Work described in Attachment 1, including the FDEP Grant Funding Requirements, the City will compensate the Consultant on a lump-sum fee (ESDC time and materials), percent-complete basis as follows:

Task	Labor	Expenses	Subconsultant	Total
QAPP	\$12,180	\$103	\$2,000	\$14,283
WWTF Sampling and Bench-Testing	\$8,110	\$193	\$22,334	\$30,637
Permitting, Planning, and Design	\$15,820	\$137	\$9,450	\$25,407
Mobilization, Site Preparation, and System Set-Up	\$6,045	\$298	\$9,450	\$15,793
Operations and Monitoring	\$16,490	\$1,624	\$106,280	\$124,394
Decommissioning and Site Restoration	\$4,160	\$57	\$7,000	\$11,217
Final Report	\$16,080	\$90	\$2,100	\$18,270
Total	\$78,885	\$2,502	\$158,614	\$240,000

ATTACHMENT 5-TRUTH IN NEGOTIATION CERTIFICATE

The wage rates and other factual unit costs supporting the compensation under the Agreement dated June 11, 2018, 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 27 day of February, 2024.

By: 
Brian J. Icerman, PE
Executive Director – Project Delivery

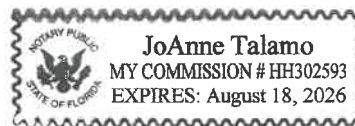
STATE OF FLORIDA
COUNTY OF ALACHUA

BEFORE ME, the undersigned authority, personally appeared Brian J. Icerman, PE, Executive Director of Jones Edmunds & Associates, Inc. who, after first being duly sworn, deposes and says that the foregoing Truth in Negotiation Certificate is true and correct to the best of his knowledge, information and belief.

SWORN TO AND SUBSCRIBED before me on this 27th day of February, 2024 by Brian J. Icerman, PE. He is personally known to me.

NOTARY'S SIGNATURE AND SEAL:


JoAnne Talamo



COMMISSION SEAL/NUMBER: HH302593

ATTACHMENT 6-STANDARD GRANT AGREEMENT

State of Florida

Department of Environmental Protection

Standard Grant Agreement

**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 	1/27/2025
(Authorized Signature)	Date Signed
Kenneth M. Burgess Jr., Council President	
Print Name and Title of Person Signing	

State of Florida Department of Environmental Protection	DEPARTMENT
By	01/31/2025
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.

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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

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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.

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- 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-

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- 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

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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.

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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,

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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

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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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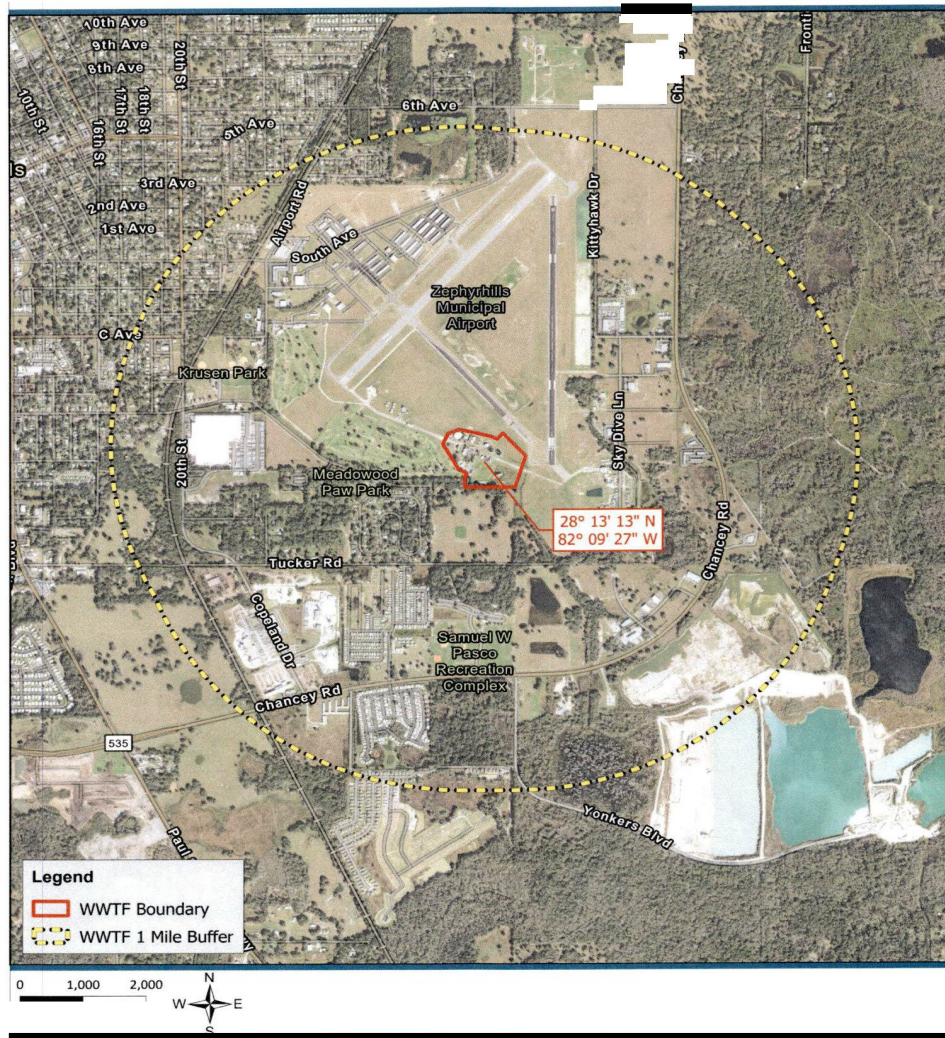


Figure 1. City of Zephyrhills WWTF Location.



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

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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

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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

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- 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

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- (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

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- ▶ 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

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- ▶ 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

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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: William C. Poe, Jr.

Title: City Manager, City of Zephyrhills

Signature: 

Date: 01/28/2025

SIGNATURE

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.

OWNER:

The City of Zephyrhills, Florida

By: _____
Kenneth M. Burgess, Jr.
Council President

Date Approved: _____

CONSULTANT:

Jones Edmunds & Associates, Inc.

By: _____
Brian J. Icerman, PE
Executive Director

ATTEST:

By: _____
Ricardo Quinones, City Clerk

Date: _____

Jones Edmunds:
QC: BLynch 02/25/2024
Approved: AFoley 02/27/2025

BUSINESS ITEMS 2.1

Wareco Pasco I, LLC Rezoning

Second Reading **ORDINANCE NO. 1498-25. " AN ORDINANCE OF THE CITY OF ZEPHYRHILLS, FLORIDA PROPOSING AN AMENDMENT TO THE CITY'S ZONING MAP DESIGNATION CHANGING THE ZONING DESIGNATION FROM CITY R-4 (MULTI-FAMILY RESIDENTIAL) TO CITY C-1 (NEIGHBORHOOD COMMERCIAL) FOR APPROXIMATELY 8.52 ACRES OF REAL PROPERTY IDENTIFIED WITH PARCEL ID 26-25-21-0000-00700-0000; PROVIDING FOR CODIFICATION, CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE. "**

- A. Council President opens Public Hearing
- B. Council President closes Public Hearing
- C. City Council considers Ordinance No. 1498-25 on the Second Reading

Issue:

First reading of a rezoning ordinance of 8.52 acres from R-4 (Multi-family residential) to C-1 (Neighborhood Commercial).

Background:

The subject property, consisting of 8.52 acres, is located on the east side of US HWY 301 and north of Kossik Rd and across from Terrabella. The applicant is seeking a rezoning to develop the land commercially for two hotels. The City conducted a visioning workshop with the Mayor, City Council, Planning Commission and Staff and the outcome will involve a new / proposed future land use category for this planning area. The results from the workshop suggested a new future land use category that will provide for a mixed land use that includes support of hotels at this location. The Planning Department is working on a draft of the proposed future land use category. The project will also require a conditional use / resolution for the proposed height that will be considered at the next City Council meeting. The upcoming Resolution will include conditions that were discussed at the meetings / workshop and are being worked on with the applicant, staff and the applicant. There was a consensus from the workshop to move forward with the subject rezoning and upcoming conditional use with conditions.

A couple points of clarification from the First Reading:

- * The entire Zephyr Knoll planning area (including the hotel property) would receive the new future land use category;
- * The proposed Zephyr Knoll future land use category is proposed as an upcoming City-initiated process;
- * Future development would require the landowner to rezone to PUD to comply with the Zephyr Knoll FLU intent / standards and uses;
- * Staff / City Attorney are discussing the creation of a DA for the hotel that would be between

the City and property owners with language that would assign the Conditional Use / conditions to future property owners.

Attachment(s):

1. Ordinance 1498-25 Wareco-Pasco I LLC Rezoning 32393093.1)
2. Wareco Pasco I, LLC location Map(32153932.1)
3. Business Impact Estimate Ord. No. 1498-25

Fiscal Impact:

N/A

Staff Recommendation:

Approval

ORDINANCE NO. 1498-25

AN ORDINANCE OF THE CITY OF ZEPHYRHILLS, FLORIDA PROPOSING AN AMENDMENT TO THE CITY'S ZONING MAP DESIGNATION; CHANGING THE ZONING DESIGNATION FROM CITY R-4 (MULTI-FAMILY RESIDENTIAL) TO CITY C-1 (NEIGHBORHOOD COMMERCIAL) FOR APPROXIMATELY 8.52 ACRES OF REAL PROPERTY IDENTIFIED WITH PARCEL ID 26-25-21-0000-00700-0000; PROVIDING FOR CODIFICATION, CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the City Council has been given authority by the State of Florida pursuant to Chapter 163 and 166, Florida Statutes, to rezone property within the City limits upon receipt of written consent of the landowner, together with the approval of the City Council of said rezoning duly expressed by Ordinance; and

WHEREAS, the City Council gave due public notice of hearings on the proposed rezoning as required by the Zephyrhills Land Development Code, as amended and Chapters 163 and 166, Florida Statutes; and

WHEREAS, the Planning Commission, sitting as the Local Planning Agency, did hold a public hearing on the 19th day of November, 2024, to consider the proposed rezoning and has recommended approval; and

WHEREAS, the zoning amendment is consistent with the goals, objectives and policies of the Comprehensive Plan; and

NOW, THEREFORE, BE IT ENACTED AND ORDAINED BY THE CITY COUNCIL OF ZEPHYRHILLS, FLORIDA, AS FOLLOWS:

SECTION 1: The above Whereas clauses are hereby adopted and incorporated herein;

SECTION 2: The following described lands, lying and being situated in Pasco County, to wit:

Parcel ID No.: 26-25-21-0000-00700-0000

Physical Location: East side of US 301 across from Phelps Road.

Legal Description: NW1/4 OF SW1/4 OF NW1/4 EXC RD OR 7633 PG 188 LESS A PARCEL OF LAND LYING IN THE NW1/4 OF THE SW1/4 OF THE NW1/4 OF SEC 26 TWP 25S RNG 21E BEING DESC AS FOL: COM AT THE NW COR OF THE NW1/4 OF THE SW1/4 OF THE NW1/4 OF SAID SEC 26 RUN TH N89DEG45'59"E 99.86 FT FOR THE POB TH CONT ALG SAID NORTH LINE N89DEG45'59"E 563.07 FT TH S00DEG13'51"W 66 FT TH S89DEG45'59"W 564.57 FT SAID PT BEING A PT ON A NON-TANGENT CV TO THE LEFT RAD 11711.57 FT CHD BEARING & DIST N01DEG31'56"E 66.03 FT TO THE POB

Assessed in Section Assessed in Section 26, Township 25 South, Range 21 East of Pasco County, Florida.

8.52 acres M.O.L

the zoning category is hereby changed from R-4 (High Density Residential) to C1 (Neighborhood Commercial) and is included within the boundaries of the City of Zephyrhills, Florida.

SECTION 3: All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 4: That if any section, sentence, clause, or phrase of this ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this ordinance.

SECTION 5: This Ordinance shall become effective upon passage on the second reading and signing by the Mayor.

The foregoing Ordinance No. 1498-25 was read and passed on the first reading in an open and regular meeting of the City Council of the City of Zephyrhills, Florida, on this 24th day of February, 2025.

Attest:

Ricardo Quinones, City Clerk

Kenneth M. Burgess, Jr.
Council President

The foregoing Ordinance No. 1498-25 was read and passed on the second reading, following a public hearing, in an open and regular meeting of the City Council of the City of Zephyrhills, Florida, on this 10th day of March, 2025.

Attest:

Ricardo Quinones, City Clerk

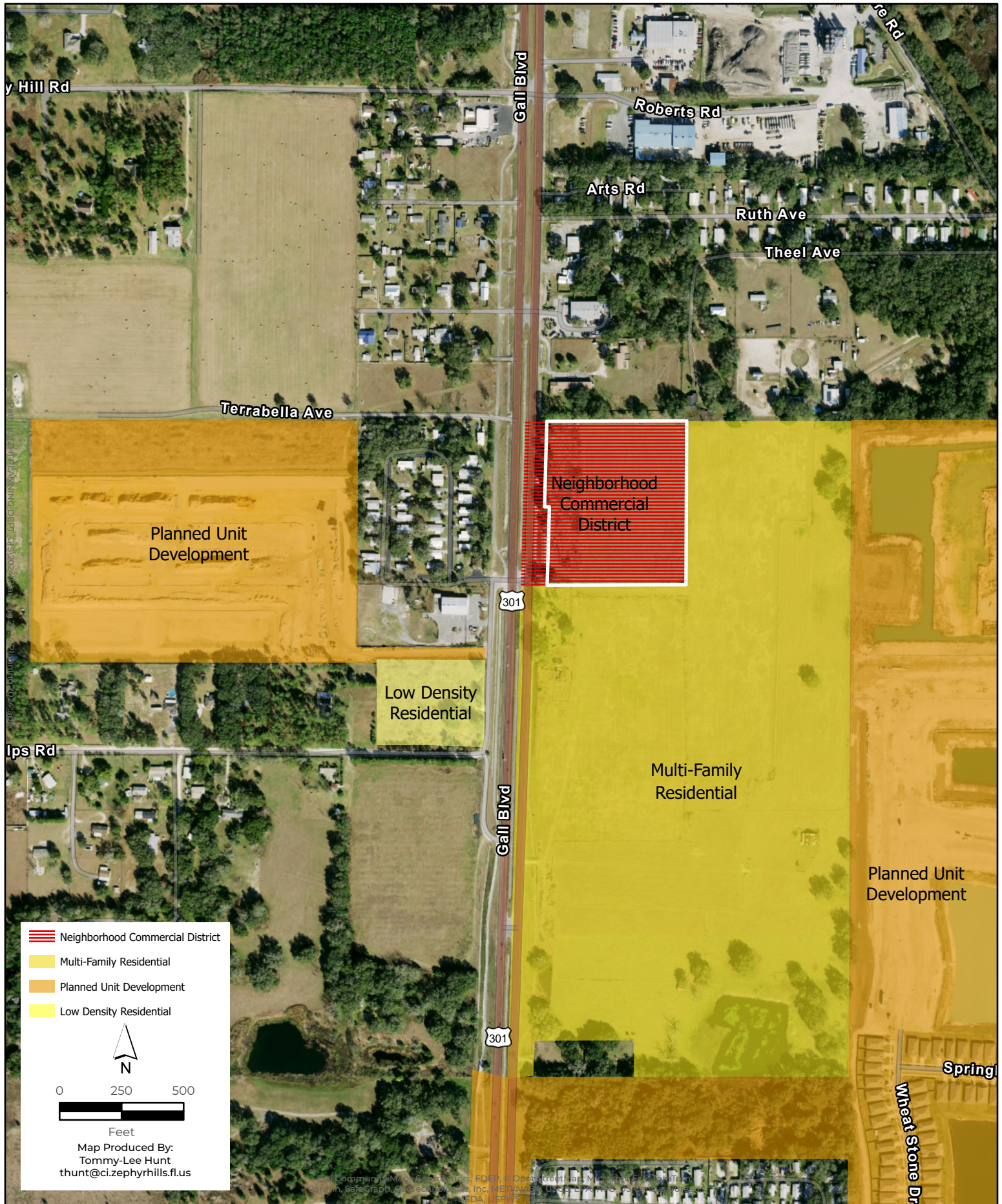
Kenneth M. Burgess, Jr.
Council President

The foregoing Ordinance No: 1498-25 was approved by me this 10th day of March, 2025.

Melonie Bahr Monson, Mayor

Approved as to legal form and content

Matthew E. Maggard, City Attorney





Business Impact Estimate

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City of Zephyrhills website by the time notice of the proposed ordinance is published.

Proposed ordinance's Ordinance Number and Short Title:

ORDINANCE NO. 1498-25. " AN ORDINANCE OF THE CITY OF ZEPHYRHILLS, FLORIDA PROPOSING AN AMENDMENT TO THE CITY'S ZONING MAP DESIGNATION FROM CHANGING THE ZONING DESIGNATION FROM CITY R-4 (MULTI-FAMILY RESIDENTIAL) TO CITY C-1 (NEIGHBORHOOD COMMERCIAL) FOR APPROXIMATELY 8.52 ACRES OF REAL PROPERTY IDENTIFIED WITH PARCEL ID 26-25-21-0000-00700-0000; PROVIDING FOR CODIFICATION, CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE. "

This Business Impact Estimate is provided in accordance with Section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City of Zephyrhills (City) is of the view that a business impact estimate is not required by state law¹ for the proposed ordinance. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law¹ for the proposed ordinance, but the City is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☒ The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
 - b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
 - c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
 - d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

¹ See Section 166.041(4)(c), Florida Statutes.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the City of Zephyrhills hereby publishes the following information:

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare): Rezoning ordinance to allow the construction of two hotels with restaurant / meeting space.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City of Zephyrhills, if any:

- (a) An estimate of direct compliance costs that businesses may reasonably incur;
- (b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; and
- (c) An estimate of the City of Zephyrhills regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

The subject rezoning ordinance:

- a) Will not result in any direct compliance costs related to this ordinance.
- b) There are no new fees imposed by the proposed ordinance or for which the applicant / businesses will be financially responsible.
- c) The only regulatory fee associated with this ordinance are the related rezoning petition fees. There are no new charges / fees associated with this ordinance.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance: Two

4. Additional information the governing body deems useful (if any):

The City of Zephyrhills reviewed the rezoning petition and assessed the economic impact of the current undeveloped land and the proposed commercial development, related fiscal impact, job creation of the proposed hotel development. The property is located in the City's Joint Planning Area that is acceptable for development and services are available.

BUSINESS ITEMS 2.2

Wareco Pasco I, LLC Conditional Use

First Reading **RESOLUTION NO. 847-25. " A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ZEPHYRHILLS RELATED TO HEIGHT; APPROVING A CONDITIONAL USE TO EXCEED THE HEIGHT LIMITATIONS OF THE C1 (NEIGHBORHOOD COMMERCIAL) ZONING DISTRICT ON PARCEL NO. 26-25-21-0000-00700-0000; PROVIDING CONDITIONS; FINDING CONFORMITY WITH THE COMPREHENSIVE PLAN AND LAND DEVELOPMENT CODE; AND PROVIDING AN EFFECTIVE DATE. "**

- A. Council President opens Public Hearing
- B. Council President closes Public Hearing
- C. City Council considers Resolution No. 847-25 on the First Reading

Issue:

Approve conditional use by resolution

Background:

A conditional use petition has been submitted by Wareco Pasco I, LLC for the 8.52 acres located on the east side of 301 and across from Terrabella. The applicant is proposing the construction of two hotels that will exceed the LDC maximum height of 30' and therefore requesting a conditional use to exceed the maximum height allowed by code. The applicant's petition is requesting a maximum height of the hotels not to exceed 48 feet. Staff have reviewed the conditional use criteria / standards in the City's Land Development Code (Part 11.10.00) in conjunction with the Visioning workshop and reached a consensus to recommend approval. The Visioning workshop called for Staff to develop a new future land use category in which the subject property will be included. Staff have begun work on the proposed Zephyr Knoll future land use category and will be presenting at a future Council meeting. Staff have also worked with the applicant on conditions included in the Resolution which address comments brought up by Council at the first reading of the rezoning ordinance. The Planning Commission recommended approval of the conditional use.

Attachment(s):

1. RESOLUTION NO. 847-25 Wire Ranch Resolution Wareco-Pasco1 LLC Conditional Use(32511542.1)
2. Wareco Pasco I, LLC Map(32153932.1)

Fiscal Impact:

NA

Staff Recommendation:

Approval.

RESOLUTION NO. 847-25

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ZEPHYRHILLS RELATED TO HEIGHT; APPROVING A CONDITIONAL USE TO EXCEED THE HEIGHT LIMITATIONS OF THE C1 (NEIGHBORHOOD COMMERCIAL) ZONING DISTRICT ON PARCEL NO. 26-25-21-0000-00700-0000; FINDING CONFORMITY WITH THE COMPREHENSIVE PLAN AND LAND DEVELOPMENT CODE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, an application was filed by Wareco-Pasco I, LLC for a conditional use to exceed the height limitations of the C1 (Neighborhood Commercial) zoning district to allow an increase to a maximum of height of forty-eight feet (48') on hotel buildings to be located on approximately 8.52 acres (MOL) of real property generally located on the east of US 301, and north of Kossik Road with the parcel ID no: 26-25-21-0000-00700-0000; and

WHEREAS, the subject property zoning is C1 (Neighborhood Commercial) which allows up to maximum height of 30 feet or two stories; and

WHEREAS, the City of Zephyrhills Land Development Code, Subsection 7.01.01.04 allows for heights in excess of the maximum established for the zoning district to be considered as a conditional use in accordance with the following:

1. Mid-rise structures (between three and five stories inclusive) may be erected if all applicable requirements of Resolution #147 are met;
2. Mid-rise structures, when permitted, may be erected to a height not exceeding 75 feet if the building is set back from each setback line at least one additional foot for each additional two feet of building height above 30 feet; and
3. In no case shall a structure exceed the height limitations determined to protect the approach and clear air zones established for the Zephyrhills Municipal Airport, as currently adopted or subsequently amended.

WHEREAS, the application for a conditional use to exceed the height limitations of the zoning district has been found to be in compliance with the requirements of Subsection 7.01.01.04 and

the standards of a conditional use outlined in Part 11.10.00 of the City of Zephyrhills Land Development Code; and

WHEREAS, the granting of the conditional use shall be subject to the following:

1. The holder of a conditional use permit shall be authorized to utilize the site or location of the use only in a manner specified in the written approval and conditions specified therein. Any substantial expansion, alteration or change in the conditional use authorized by the written approval must be reviewed by City Council in the same manner in which the original conditional use was reviewed.
2. An expansion, alteration or change of a conditional use shall be deemed to exist where a substantial modification of the standards provided for in number 1 above results from activity associated with the conditional use or a substantial change of circumstances or conditions arise.
3. The conditions and stipulations shall become part of the written approval and must followed by the applicant or any successor in interest.
4. The conditional use shall run with the subject property.
5. The conditional use shall obtain an approved site development plan and all necessary permits from the City of Zephyrhills or other jurisdictional entity and shall pay all related impact fees.
6. The additional conditions outlined on Exhibit “A” attached hereto.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ZEPHYRHILLS, FLORIDA:

- Section 1.** The foregoing findings are incorporated herein by reference and made a part hereof.
- Section 2.** The application to exceed the height limitations of the C1 zoning district with a maximum of forty-eight feet (48’) for the construction of one or more Hotels on the property with Parcel ID numbers: 26-25-21-0000-00700-0000 is hereby approved subject to the conditions contained herein and as outlined Exhibit “A” attached hereto incorporated herein by reference.
- Section 3.** The conditional use is approved for the benefit of the applicant and the applicant's successors and/or assigns and only for the use to construct two hotels with a maximum height of forty-eight feet (48’) as specified within the application only, subject to the conditions stated herein. The character

and benefit of this conditional use shall not change but may be transferred without City Council approval by resolution.

Section 4. The conditional use shall expire 12 months after the date of approval, unless a building permit or commercial check has been issued or initiated within the 12-month period.

Section 4. The City Council does hereby expressly find that the provisions of this resolution are in conformity with the Comprehensive Plan of the City of Zephyrhills, as amended.

This Resolution No. 847-25 shall run with the subject property and shall inure to the benefit of and be binding upon Wareco-Pasco I, LLC., as owner, and its successors and assigns. All references to “applicant” herein shall mean Wareco-Pasco I, LLC. and its successors and assigns.

The foregoing Resolution No. 847-25 was read and passed, following a public hearing, in an open and regular meeting of the City Council of the City of Zephyrhills, Florida, on this 10th day of March 2025.

Attest:

Ricardo Quiñones, Acting City Clerk

Kenneth M. Burgess, Jr.
Council President

The foregoing Resolution No. 847-25 was approved by me this 10th day of March 2025.

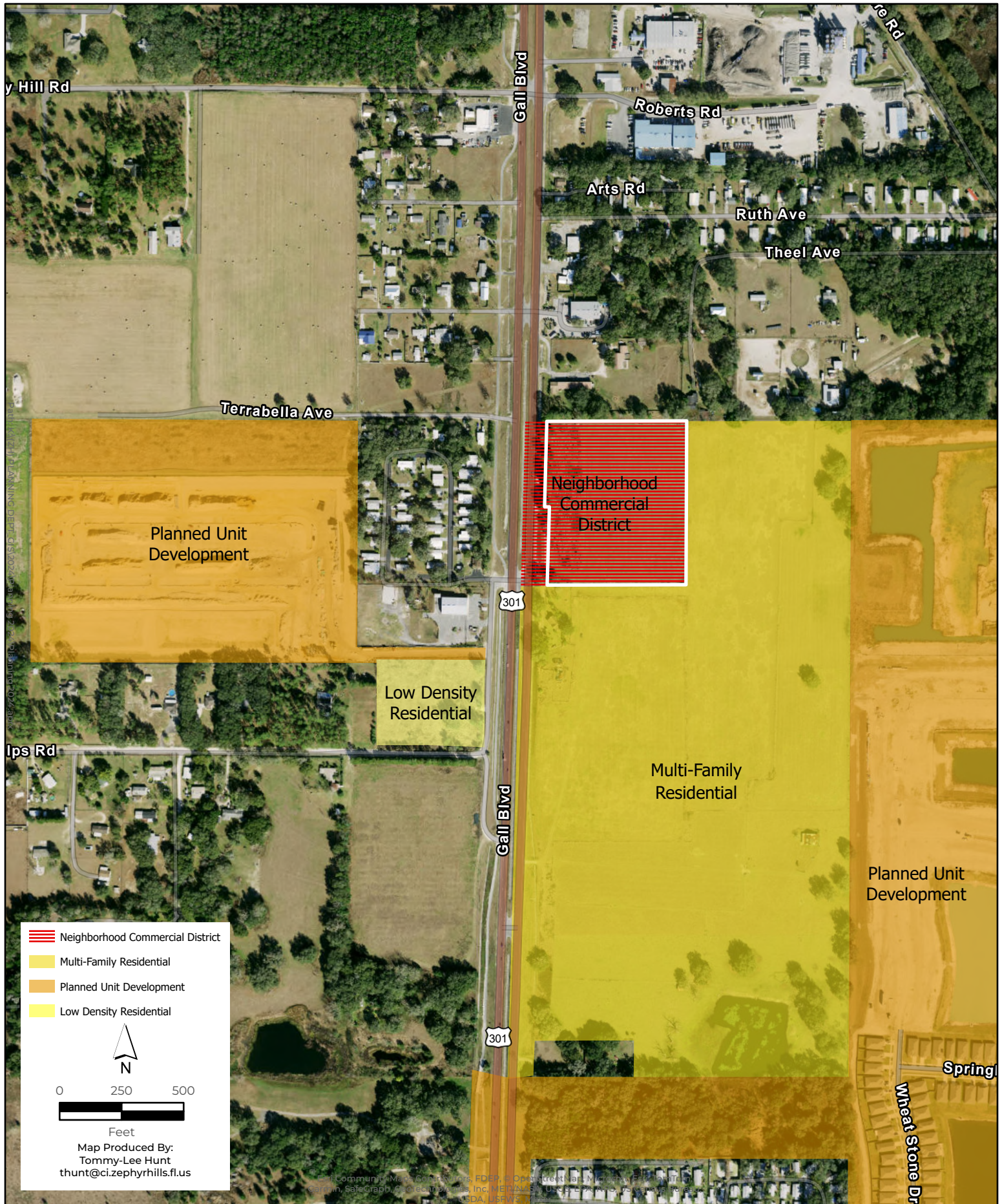
Melonie Bahr Monson, Mayor

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

Matthew E. Maggard, City Attorney

Exhibit A
Conditions to Resolution 847-25

1. Any hotel to be constructed on the Property shall have, within the hotel building itself, a full-service restaurant, along with conference/banquet facilities. Additionally, the following designed standards must be met:
 - a. Multiple exterior primary surface paint colors.
 - b. Architectural and design accoutrements and various construction to break up monotony of a standard construction.
 - c. Roofline elements to provide varying roofline for aesthetic appeal.
 - d. Building frontage architectural offsets to provide additional architectural design and details to for aesthetic appeal.
 - e. Covered portico drive thru entrance.
2. Any hotel to be constructed on the Property shall not exceed forty-eight feet (48') in height.
3. Pursuant to the proposed project plans provided with this application, the Property, along with the parcel adjoining the Property immediately to the east, ("Townhome Parcel") shall be accessed by a privately maintained access from US 301 (the "Access Parcel"). Such Access Parcel shall be privately constructed maintained by the Property owner, and the Townhome Parcel owner, and shall be constructed and maintained to City standards. Coordination of the construction and maintenance shall be by private agreement.
4. The hotel project shall provide the appropriate agreements for construction and maintenance of the drainage and stormwater retention that will be shared with and located on the Townhome Parcel. The issuance of any permits is contingent upon the Property Owner providing City with the property agreements with Townhome Parcel for stormwater drainage and retention as well as agreements for the construction and maintenance of the stormwater facilities proposed to be shared with the Townhome Parcel.
5. Preservation of trees along US 301.
6. Provide a perimeter type C landscape buffer.
7. Construct and maintain Greenway Trail for the length of the property which is to be design and engineered along the eastern perimeter of the hotel properties.



NOTED ITEMS 3.1

BGE Task Order 100-25 6th Avenue Sidewalk

Issue:

There are no existing sidewalks along 6th Avenue and Airport Road.

Background:

Additional pedestrian facilities are required for school bus stops and children walking to school.

Attachment(s):

1. BGE TO100-25 6th Ave Sidewalk

Fiscal Impact:

FY 25 Budget, Re: City Wide Sidewalks 10014100-563111-21P1 Not to Exceed \$49,900.00

Staff Recommendation:

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



Delivered via email to sleblanc@ci.zephyrhills.fl.us

March 3, 2025

Mr. Shane LaBlanc, Public Works Director
City of Zephyrhills
5335 8th Street
Zephyrhills, FL 33542

**RE: TO 100-25 - 6th Avenue Sidewalk
3,330 +/- linear feet at 6th Avenue & Airport Road, Zephyrhills, Pasco County, Florida
Pasco County Parcel Number 12-26-21-0000-04900-0000**

Dear Mr. LaBlanc:

In accordance with our Professional Services Contract executed on February 13, 2023, we have prepared a scope and fee for task order authorization to provide the following services.

As requested, BGE, Inc. (BGE), Vendor No. 2960, is pleased to provide this proposal for the subject project.

1.0. OVERVIEW

- 1.1. City of Zephyrhills (Client) desires to retain BGE, Inc. (BGE) to provide professional consulting services associated with the proposed Infrastructure Project known as TO 100-25 - 6th Avenue Sidewalk (Project).
- 1.2. This Project is approximately 3,330 +/- linear feet and is located at 6th Avenue & Airport Road, Zephyrhills, Pasco, Florida. The Project comprises the following Pasco County Parcel Number 12-26-21-0000-04900-0000.
- 1.3. The Project is generally described as designing a 3,330 linear-foot 5' wide sidewalk along 6th Avenue and Airport Road. This sidewalk is proposed to run along the north side of 6th Avenue, connecting to an existing sidewalk that crosses the CSX railroad. No coordination with CSX is anticipated as part of this Project. In addition, the sidewalk is proposed to cross 6th Avenue and run down the east side of Airport Road.
- 1.4. The Agencies Having Jurisdiction (AHJ) are:
 - City of Zephyrhills (City, Primary)
 - Pasco (County)
 - Southwest Florida Water Management District (WMD)

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BGE, Inc. • 5426 Bay Center Dr • Suite 100 • Tampa, Florida 33609 • 813-848-0901 • www.bgeinc.com

- 1.5. No proposed modifications to the existing potable, reclaim, or wastewater systems are proposed as part of this Project. If modifications to the potable, reclaim, or wastewater systems are requested, an Amendment to this Agreement will be provided to the Client for approval.
- 1.6. Based on the proposed development activity for this Project, it appears that it meets the criteria for an exemption. A pre-application meeting with the WMD will be required to determine if the WMD agrees. If a SWERP is required, an Amendment to this Agreement will be provided to the Client for approval.
- 1.7. There does not appear to be a floodplain on-site. Floodplain compensation is not included in the Scope of Services.
- 1.8. There appear to be no wetlands on-site. A field visit to verify the existence of any wetland on-site will be part of the WMD pre-application and permitting effort. Environmental services associated with wetland impacts are not included in the Scope of Services. If wetlands are determined to be on-site, and impacts are proposed, an Amendment to this Agreement will be provided.
- 1.9. The Client will obtain consultants to provide geotechnical, landscape architecture, irrigation, surveying, and legal services as needed for the Project. BGE will coordinate with the Client's consultants and land use attorney as is necessary to complete the Project.
- 1.10. BGE will address the permitting requirements associated with the AHJ and coordinate with the Client's consultants and land use attorney to assist in addressing these requirements.
- 1.11. BGE will not use subconsultants for this project.
- 1.12. Client will issue three (3) Notices to Proceed (NTP). The first NTP will be for design and permitting which will be completed within 180 days of NTP. The second NTP will be for bidding services which will be completed within 180 days of NTP. The third NTP will be for post design/construction phase assistance services which will be completed within 180 days of NTP.

2.0. SCOPE OF SERVICES

2.1. Schematic Design (30% Plans)

- 2.1.1. Prior to starting this task, the Client will provide BGE with all the site-related data they have in their possession. This site-related data may include boundary, topography, geotechnical, environmental, and past permits.

BGE will research publicly available data. This publicly available data may include future land use, zoning, overlays, soils, wetlands, sinkholes, floodplains, and historic permits pulled within the vicinity of the Project.

This data will be used to make an educated decision on how to approach designing the Project under Task 2.1.2.

- 2.1.2. BGE will prepare a Schematic Design for the Project, including the horizontal alignment and points of connection to existing infrastructure.

Based on the Client's input and direction, BGE will meet with the Client and provide up to one (1) revision to the Schematic Design. It is understood that the final alignment may vary depending on project constraints discovered during the design and permitting process.

2.2. Pre-Application Meetings

BGE will schedule and attend a virtual pre-application meeting with the primary AHJ to understand the site plan approval process and receive feedback on the Schematic Design prepared in Task 2.1.2

2.3. Design Development (60% Plans)

BGE will begin the Design Development based on the Client approved Schematic Design completed within Task 2.1.2. along with the information gathered during the pre-application meeting with the AHJ.

BGE will compute an engineering base map for this task. The computed base map, including any anticipated right-of-way takes and construction easement, will be provided to the Client for review and approval prior to moving forward on this task.

Based on the Client approved computed base map, BGE will prepare Design Development plans in accordance with the primary AHJ Land Development Code (LDC). It is understood that, if required, supporting materials will be provided by the Client and will include the following: surveying, landscape architecture, and geotechnical analysis/report. The design developed under this task will include the following:

- Preliminary stormwater management conveyance system (if needed)
- Preparation of the related Design Development plans (not for construction or permitting), including:
 - Dimensioned Site Plan
 - Paving, Grading, and Drainage Plan

2.4. Construction Documents (90% Plans)

Based on the Client approved Design Development in Task 2.3. BGE will prepare one (1) set of Construction Documents. The Construction Documents completed under this task include the following:

- Finalize the design of the stormwater management conveyance system (if needed), inclusive of grading and stormwater sewer. If treatment and attenuation is required for this Project, an amendment will be provided to the Client for approval.
- Preparation of the related construction plans, including:
 - Cover Sheet
 - General, AHJ, and Site-Specific Notes
 - Typical Sections
 - Existing Conditions (the Client provided survey)
 - Demolition Plan
 - Erosion Control / Best Management Practices (BMP) Plans and Details
 - Dimensioned Site Plan
 - Signage and Pavement Marking Plan
 - Paving, Grading, Drainage Plan
 - Plan and Profiles (if needed)
 - Cross Sections (if needed)
 - AHJ, Maintenance of Traffic, and Site-Specific Details

This set of Construction Documents will be used for one (1) submittal package in accordance with the primary AHJ Land Development Code (LDC).

No application package for this Project to the Primary AHJ is anticipated.

If the Client requests changes to the Design Development and/or Schematic Design after this task has begun, an Amendment to this Agreement will be provided.

2.5. Water Management District (WMD) Permitting

Based on the known information on the Project, BGE will apply for a Verification of Exemption with the WMD. If it is determined that the Project does not qualify for an exemption, an Amendment to this Agreement will be provided to the Client.

This task includes one (1) round of comment responses from the WMD. Additional rounds of comments or significant changes to the plans directed by the Client during the permitting will require an Amendment to this Agreement to be provided to the Client for approval.

2.6. Bidding Services

Based on the approved Construction Documents, BGE will prepare an itemized quantity list of the proposed construction improvements and a project narrative. The client is assumed to prepare and provide the contractors with the bid package. The project is assumed to be bid in one (1) phase.

BGE will attend one (1) pre-bid meeting with the contractors who respond to the Client's Request for Proposals (RFP). BGE will review and address the contractor's Request for Information (RFI) through the Client. BGE will review bids and pricing for the RFP with the Client and provide a written recommendation to the Client.

2.7. Engineering Construction Phase / Certification Services

BGE will provide the following construction phase services for the project based on an estimated construction time frame of three (3) months. Additional services will be charged under Task 2.9 Miscellaneous Services with the Client's written approval if the construction time frame is extended.

2.7.1. Construction Meetings

BGE will attend one (1) pre-construction meeting, a punch list meeting, and a final walk-through meeting with the contractor. This task assumes a total of six (6) hours. Additional meetings will be charged under Task 2.9. Miscellaneous Services with prior Client written approval.

2.7.2. Shop Drawing Review

BGE will review shop drawings prepared by the selected contractor. This service assumes only one (1) round of review. These reviews include an initial review and a second review if comments are made on the initial review. Additional reviews will be charged under Task 2.9. Miscellaneous Services with prior Client written approval if substantial revisions are required.

2.7.3. Pay Request Review

BGE will review all site-related contractor pay requests. Additionally, the service includes a field visit in order to verify the amounts for items included in the pay request. This service assumes that one (1) request will be submitted per month during the construction time frame. If the construction time frame is extended, additional time will be charged under Task 2.9. Miscellaneous Services with prior Client written approval.

2.7.4. Record Drawing Preparation

BGE will prepare record drawings for the stormwater, wastewater system, reclaim water, and potable water systems from the as-builts provided by the Client's contractor and the construction surveyor.

2.8. Client & Project Coordination Meetings

BGE project manager and design staff will prepare for and attend regularly scheduled and as-needed meetings for project coordination. BGE anticipates meeting with the Client and the other project team members as necessary to ensure that the necessary information is being provided in a timely manner. As part of this scope, we have allocated up to sixteen (16) hours.

In the event that an additional meeting time is necessary, the additional time will be charged under Task 2.9. Miscellaneous Services with prior Client written approval. All meetings are assumed to be virtual or at the Client's offices.

2.9. Miscellaneous Services

Miscellaneous service items may be performed under this task as requested and approved by the Client in writing. Items may include additional meetings with the Client or AHJ staff, the Fire Department having jurisdiction for the Project, construction meetings/inspections, and other tasks requested by the Client. The Client's written approval will be obtained before utilizing this task for services.

2.10. Reimbursable Expenses

Reimbursable costs include out-of-pocket expenses, the cost of which shall be charged at actual costs plus an administrative charge of 10% and shall be itemized and included in the invoice. Typical out-of-pocket expenses shall include, but are not limited to, travel expenses (lodging, meals, etc.), job-related mileage at the prevailing Company rate, tolls, long-distance telephone calls, postage, advertising fees, courier, printing, and reproduction costs.

3.0. GENERAL CONDITIONS AND UNDERSTANDINGS

- 3.1. The Client will provide the following:
 - 3.1.1. Boundary/topographic/tree survey, including floodplain line in CAD.
 - 3.1.2. Electronic CAD or GIS files for the WMD Approved JD and SHWL elevation data and locations.
 - 3.1.3. Application review fees.
 - 3.1.4. Client's consultants to provide survey, geotechnical, landscape architecture, and legal services as needed for the project.
 - 3.1.5. Copies of all prior permits and approvals.
 - 3.1.6. Soil borings.
- 3.2. The Client's geotechnical engineer will provide existing conditions information about the soils, fill suitability analysis, pavement design recommendations, infiltration rates, seasonal high groundwater elevation (SHWL), and any special site drainage recommendations for the project, including infiltration rates.
- 3.3. The proposed project will be consistent with the AHJ Land Development Regulations, Zoning Regulations, and Comprehensive Plan. Zoning or Comprehensive Plan amendments are specifically excluded from the scope of this contract.
- 3.4. **PURSUANT TO FLORIDA STATUTES CHAPTER 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.**

(remainder of page intentionally left blank)

4.0. EXCLUDED SERVICES

The professional services BGE will provide include and are limited to, those described under Scope of Services, Section 2.0. All other services are expressly excluded. Specifically excluded items include:

- Redesign due to plan changes imposed by the Client or design team following substantial completion of plans or which may be required in the event additional laws, policies, or regulations are promulgated by Governmental Agencies subsequent to the date of this contract.
- Application Fees / Impact Fees / Connection Fees / Mitigation Fees / Recipient Site Fees
- Planning Services / Zoning or Land Use Modifications / Public Hearings
- Preparing Graphics or Renderings for Public Meetings or Marketing Purposes.
- Public Meetings and/or Presentations beyond what is listed within the Scope of Services
- Surveying / Platting Services / Subsurface Utility Location Services
- Environmental Contamination Risk Studies or Analysis, Including Phase I or II Environmental Audits or Similar Related Studies
- Environmental / Geotechnical / Archeological Services
- Arborist Related Services, such as; General Tree Surveys, Grand or Specimen Tree Surveys, Tree Protection Plan / Permitting
- Electrical / Mechanical / Structural / Plumbing / Architectural Design / Permitting Services
- Building Fire System / Fire Line Design
- Landscape Architecture / Irrigation Design
- Hardscape Plans / Signage Plans / Monument Signs / Dumpster Enclosure / Gate Design
- Site Lighting / Photometric Design Services
- Irrigation Source Design and Permitting
- Construction Administration / Observation Services related to Landscape, Irrigation, and Site Amenities.
- Potable or Reuse/Reclaim Distribution System Modeling for Sizing and Permitting
- Sanitary Sewer or Storm Sewer Collection System Modeling for Sizing and Permitting
- Sanitary Sewer or Storm Sewer Lift Station Design and Permitting
- Drainage Study and Floodplain Modeling for Permitting
- CLOMR / LOMR
- Traffic Analysis / Design / Permitting
- Permitting Services for WMD ERP/Water Use, FDOT Access/Drainage/Utilities, FDEP Domestic Water/Wastewater/Air Quality Permitting, DOH, USACE
- NPDES Permitting / SWPPP Preparation / LEED Support Services / FGBC Support Services / CPTED Review and Principles

5.0. FEES

ITEM	SERVICE	FEE BASIS	FEE AMOUNT
2.1	Schematic Design (30% Plans)	Lump Sum	\$3,000
2.2	Pre-Application Meetings	Lump Sum	\$800
2.3	Design Development (60% Plans)	Lump Sum	\$18,100
2.4	Construction Documents (90% Plans)	Lump Sum	\$9,000
2.5	Water Management District (WMD) Permitting	Lump Sum	\$4,500
2.6	Bidding Services	Hourly NTE	\$5,000
2.7	Engineering Construction Phase / Certification Services	Hourly NTE	\$5,500
2.8	Client & Project Coordination Meetings	Hourly NTE	\$2,800
2.9	Miscellaneous Services	Hourly	TBD
2.10	Reimbursable Expenses	As Incurred	\$1,200
	Total:		\$49,900

This proposal is valid for 60 days from the date of this letter. The performance of the work associated with this project will be in accordance with the approved Standard Terms and Conditions Agreement. Hourly fees for labor will be billed on an hourly basis per our standard current rates.

If this outlined proposal meets your acceptance, please approve by signing below and returning a copy for our files. We appreciate the opportunity to provide these services and look forward to working with you on this project.

Sincerely,

BGE, Inc.


 Alexander Hulbert
 Director, Land/Site – Tampa

3/3/25
 Date

ACCEPTED

City of Zephyrhills


 Signature

William C. Be, Sr.
 Printed Name and Title

3/4/2025
 Date

Enclosures: BGE Hourly Rate Table, Standard Terms and Conditions



BGE Southeast Hourly Rate Schedule
(Through December 31, 2022)

<u>Staff Level</u>	<u>Hourly Billing Rate</u>
Production/Technical	\$85 - \$100
Graduate Engineer	\$120 - \$140
Project Manager/Senior PM	\$150 - \$210
Director/Practice Leader	\$225 - \$260
Vice President/Principal	\$280 - \$325
Administrative Support	\$80 - \$90

NOTED ITEMS 3.2

Tom Fisher Proclamation

Issue:

A proclamation in memory of Tom Fisher was read at his memorial service.

Background:

Tom Fisher passed away on February 9, 2025. A memorial was held at Bulldog Stadium on March 7, 2025.

Attachment(s):

1. 2025 Tom Fisher

Fiscal Impact:

N/A

Staff Recommendation:

N/A



WHEREAS, Thomas Christopher Fisher was born on March 7, 1952, in Salem, Ohio, and dedicated his life to mentoring and coaching young athletes; and

WHEREAS, Coach Fisher earned his bachelor's degree from Bowling Green State University in 1974 and began his teaching and coaching career in his hometown of Salem, Ohio, before fulfilling his dream of moving to Florida, where he coached at Manatee High School, Pasco High School, and later Zephyrhills High School; and

WHEREAS, during his 20-year tenure as head football coach at Zephyrhills High School, Coach Fisher led his teams to 124 wins, four conference titles, three district championships, and eight playoff appearances, earning the title of Conference Coach of the Year four times; and

WHEREAS, in recognition of his impact on the community and his dedication to Zephyrhills High School, the football field at Bulldog Stadium was renamed and dedicated in his honor in 2017; and

WHEREAS, Coach Fisher was known not only for his achievements on the field but also for his quiet strength, mentorship, and unwavering commitment to shaping the lives of his players and students; and

WHEREAS, he cherished his time with family and friends, enjoying boating, skimboarding, basketball, and exploring Florida's coastal waters with his loved ones; and

WHEREAS, despite battling Progressive Supranuclear Palsy (PSP), a debilitating neurological disorder, Coach Fisher faced his illness with resilience and courage, inspiring others through the establishment of the Tom Fisher Foundation, which provides essential support to PSP patients; and

WHEREAS, Coach Fisher passed away on February 9, 2025, leaving behind a profound legacy of leadership, community service, and devotion to his family, including his wife Gail, daughters Amanda, Kelsey, and Hali, six grandchildren, and numerous siblings, nieces, and nephews; and

NOW, THEREFORE, I, Melonie Bahr Monson, Mayor of the City of Zephyrhills, by virtue of the authority vested in me, do hereby proclaim March 7, 2025, as a day of recognition for the accomplishments Tom Fisher made to the city and community.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the official seal of the City of Zephyrhills, Pasco County, Florida, to be affixed this 7th day of March 2025.

Melonie Bahr Monson, Mayor

Attest: _____
Ricardo Quiñones, City Clerk

NOTED ITEMS 3.3

Limb Beaver Quotes - signed

Issue:

Public Works is going with Solaris for Limb Beaver at \$28,500.00, which includes freight.

Background:

Public Works had surplus capital from the "Sanitation Truck Arm Assembly".

Re: 43003400-564000 -

Budgeted Amount: \$65,000

Actual Cost: (\$34,500)

Balance / Surplus: \$30,500

Attachment(s):

1. Limb Beaver Quotes signed

Fiscal Impact:

N/A

Staff Recommendation:

N/A



SOLARIS

QUALITY ATTACHMENTS

2950 Newmarket St., Suite 316
Bellingham, WA 98226
Phone (206) 290-0843
www.solarisattachments.com

Customer Quote

DATE: 2/14/2025

Quote #: RM021425DS

Quote valid for 30 days from date above

Customer:

Ordered By Randy Murphy
Company Name City of Zephyrhills
Shipping Address 5335 8th St.
City, State, ZIP Zephyrhills, FL 33542
Phone (813) 780-0022
Email rmurphy@ci.zephyrhills.fl.us

P.O. NUMBER	SALES PERSON	PLEASE READ TERMS
	DAR	Note: By purchasing our product(s) you agree to the Solaris Terms & Conditions Statement attached in the email. We accept checks, bank wire transfers & all major credit cards. <u>Credit cards are charged an additional 3.5% fee!</u> Freight cost is calculated based on delivery to a commercial business name & location in the lower 48 States without a liftgate truck. Home-based businesses are considered residential freight. Residential deliveries + \$130 additional flat rate freight charge. Freight to Alaska & Canada require a custom freight quote. If liftgates are required anywhere - additional \$75 charge. All prices in USD.

QUANTITY	DESCRIPTION	PART NUMBER	UNIT PRICE	AMOUNT
1	LIMB BEAVER FOR THE CAT 289 SKID STEER, HI-FLOW, 72" CUT, gpm range 30 - 45, CASE DRAIN REQUIRED . FULL HYDRAULIC OPERATION FROM CAB, HOSES ARE NOT INCLUDED! WILL CUT 6" LIMBS AND OTHER MATERIAL WITH EASE	LB 6SS	\$ 28,500.00	\$ 28,500.00
	SPARE/REPLACEMENT HAMMER		\$ 69.50	\$ -
	FREIGHT IS INCLUDED IN THE PRICE!			

Comments or Special Instructions:

SUBTOTAL	\$ 28,500.00
TAX RATE*	0.00%
TAX	-
FREIGHT	INCLUDED
TOTAL	\$ 28,500.00

THANK YOU FOR YOUR BUSINESS!

Approved: Re: 43003400-564000

ESTIMATE

US Equipment Sales
5782 Gorrn RD
Brainerd, MN 56401

craig@usequipmentsalesmn.com
+1 (218) 259-3615
<http://www.usequipmentsalesmn.com>

Bill to
City Of Zephyrhills
5335 8th ST, Zephyrhills, FL 33542

Ship to
City Of Zephyrhills
5335 8th ST, Zephyrhills, FL 33542

Estimate details
Estimate no.: 1086
Estimate date: 02/25/2025

#	Product or service	Description	Qty	Rate	Amount
1.	LB6SS	Limb Beaver LB6SS Skid Loader Mount	1	\$28,500.00	\$28,500.00
2.	Subtotal	Subtotal			\$28,500.00
3.	Freight		1	\$1,100.00	\$1,100.00
Total					\$29,600.00

Accepted date

Accepted by

ESTIMATE

Limb Beaver LLC

3566 Robbins Nest Rd
Thompsons Station, TN 37179

wdv@limbbeaver.com

+1 (615) 707-2278



Bill to

City of Zephyrhills
5335 8th Street
Zephyrhills, FL 33542

Ship to

City of Zephyrhills
5335 8th Street
Zephyrhills, FL 33542

Estimate details

Estimate no.: 1049

Estimate date: 02/25/2025

#	Date	Product or service	Description	Qty	Rate	Amount
1.	02/25/2025	LB 6SS	6' limb Beaver Skid Steer. Cat 289D 30 GPM	1	\$28,500.00	\$28,500.00
Subtotal						\$28,500.00
Shipping						\$1,075.00
Total						\$29,575.00

Accepted date

Accepted by

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the
requester. Do not
send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) SOLARIS MARKETING NW, LLC
	2 Business name/disregarded entity name, if different from above. SOLARIS ATTACHMENTS
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☒ Partnership ☐ Trust/estate ☒ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. ☐ Other (see instructions)
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions. ☐
	5 Address (number, street, and apt. or suite no.). See instructions. 39 Marigold Dr.
	6 City, state, and ZIP code Bellingham, WA 98229
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

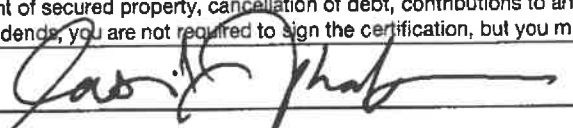
Social security number
- -
or
Employer identification number
82-5429424

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person 	Date 01/01/2025
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

Locations

Bellingham, WA - 002

Vendor Number: F825429424002

Order From:

Orders: EMAIL

Email: dar@solarisattachments.com

Contact: Dariush Shafagh

Address: 39 Marigold Dr
Bellingham , WA 98229, US

Remit To:

Remit: CARD

Email: dar@solarisattachments.com

Contact: Dariush Shafagh

Address: 39 Marigold Dr
Bellingham , WA 98229, US

Bill To:

Bill: EMAIL

Email: dar@solarisattachments.com

Contact: Dariush Shafagh

Address: 39 Marigold Dr
Bellingham , WA 98229, US

Certified Business Enterprise Info (CBE)

Minority-Owned Business

Designation: Non-Minority Owned

Woman-Owned Designation: Non-

Woman Owned

Veteran-Owned Designation: Non-

Veteran Owned

Certification Date:

Expiration Date:

Solicitation Selection

Registered to receive electronic solicitations: Yes

Florida Terms of Use

Accepted: 05/26/2023 by Dariush Shafagh



Commodity Codes

Commodity Codes

Code	Description
22102000	Building demolition machinery and equipment
22101600	Paving equipment
22101700	Heavy equipment components
22101500	Earth moving machinery
22101900	Building construction machinery and accessories

Copyright © 2020 State of FloridaMFMP Help Desk: [866-FLA-EPRO \(866-352-3776\)](#)[Privacy Statement](#)





Registration Summary

General Vendor Information

Vendor 1099 Name: **Solaris Marketing NW, LLC** Ariba Network ID: **--**
(NOT CONTESTED)

Vendor Name: **Solaris Marketing NW, LLC dba Solaris Attachments**

Short Name (Doing business as):

Dun and Bradstreet Number (DUNS):

Website:

Tax ID: **F825429424**

W9 Status: **Valid W-9 on file**

DFS W9 Last Update Date: **May 25, 2023**

Business Designation **Partnership/Joint Venture**

Primary Place of Business **NF**

Contacts

Contact Information

Name	Email	Phone	
Dariush Shafagh	dar@solarisattachments.com	(206) 290-0843	☒ Main

Contact Responsibilities

Name	PO	Remit	Billing	Solicitations
Dariush Shafagh	✓	✓	✓	✓





ANNOUNCING THE NEW BABY BEAVER MODEL (BB 4)

LIMB BEAVER IS PROUD TO ANNOUNCE THE INTRODUCTION OF ITS NEWEST MODEL – THE 'BABY BEAVER'.

Based on customer feedback, the Baby Beaver BB 4 model is a lightweight limb cutter for compact tractors and compact skid steers with an amazing amount of reach capability. As indicated on the Baby Beaver's product specifications datasheet, many customer requests have been carefully addressed with this new addition to the Limb Beaver product line.

For those customers needing to cut limbs vertically and horizontally, including 45 degrees below horizontal, they will be very pleased with the new Baby Beaver model. This little guy has a huge appetite with a 3-inch and down diameter specification. That being said, it can even cut limbs that are slightly larger.

With an average cutting height from a 9-foot dump pin, Baby Beaver can reach up really high and cut 198 inches high. It has a transport folded position of 59 inches high by 19 inches long by 64-inches wide, and only weighs 265 pounds. This small footprint makes it very easy to move around for a variety of tasks including commercial projects, farmland, hunting tracts, and residential estates.



Baby Beaver Model (BB 4)

[Click image above to watch the BB 4 in action](#)

very impressive when you see it working in action.

Call Limb Beaver at (629) 265-0879 and get in line to order your Limb Beaver or Baby Beaver model.

Visit Our Booth

UPCOMING TRADE SHOWS

The Farm Show

Louisville, KY

February 12-15, 2025

Mid South Farm and Gin Show

Memphis, TN

February 28 – March 1, 2025

World Deer Expo

Birmingham, AL

July 11-13, 2025

MS AG and Outdoors

Jackson, MS

August 25-27, 2025

Farm Progress Show

Decatur, IA

August 26-28, 2025

The Utility Expo

Louisville, KY

October 7-9, 2025

Sunbelt AG Expo

Moultrie, GA

October 14-16, 2025



Accreditations

USFCR VERIFIED VENDOR



Limb Beaver has registered through USFCR for SAM (System for Award Management) verification and is now a 'Verified Vendor'. This means we are now eligible to bid on and receive federal contracts.

Take A Look



THE NEW BABY BEAVER 4 HP IN ACTION



LB 4TR MT JULIET, TN



LB 6SS TN



TIMBER LINE & FENCE ROW TRIMMING



LB 4TR IN ACTION

The LB 4TR can reach up to 18' and adjusts easily



LB 4TR HAS MANY APPLICATIONS

Clear paths, trails, fence lines and more



EASILY CUTS UP TO 6" IN DIAMETER

The LB 4TR makes quick work of this overgrowth



BABY BEAVER IN ACTION – 4

Baby Beaver BB 4 has minimal debris ejection



BABY BEAVER IN ACTION – 3

Baby Beaver BB 4 cuts limbs up to 3" diameter



BABY BEAVER IN ACTION – 2

Baby Beaver BB 4 makes the job look easy



BABY BEAVER IN ACTION – 1

Baby Beaver BB 4 is small but powerful



HORIZONTAL BRUSHING

Limb Beaver LB 6SS Horizontal Brushing



LOWER TRIMMING

Limb Beaver LB 6SS Lower trimming



TRIMMING AT 20 FEET

Limb Beaver LB 6SS Trimming at 20'



MORE VERTICAL TRIMMING IN MS

Limb Beaver LB 6SS More vertical trimming MS



6" HIGH FLOW VERTICAL TRIMMING IN MS

Limb Beaver LB 6SS 6' high flow vertical trimming MS ASV 120



LIMB BEAVER LB 6 TRACTOR MODEL

The Limb Beaver 3-Point Hitch Tractor Model



ROAD-SIDE TREE TRIMMING

Road-side/tree trimming and mowing with Limb Beaver skid steer attachment



LIMB BEAVER – VERTICAL TRIMMING

Forestry tree trimming and mowing with Limb Beaver skid steer attachment



LIMB BEAVER – HORIZONTAL TRIMMING

Forestry mowing, tree trimming with Limb Beaver skid steer attachment



4 FOOT LIMB BEAVER

Video demonstration of the 4 foot Limb Beaver being used in Kansas

CUT THROUGH LIMBS UP TO 6" IN DIAMETER WITH MINIMAL DEBRIS EJECTION.

Some Great
BENEFITS

VERSATILE

Designed for farm tractors (loader & 3 point), skid steers (standard & high flow), excavators and boom mowers with ease-of-use and minimal maintenance. Go where bushhogs could never go!

**SAFE**

Minimizes debris ejection and no more climbing up trees or ladders with chainsaws. Added safety over standard bushhog mowers.

THREE SIZES - BB 4, LB 4, LB 6

Available in 45-inch, 48-inch and 72-inch cutting path models. One of the largest brush cutter attachments/implements for tractors, skid steers and excavators on the market ... and made in the USA!

**ADAPTIVE**

Rotates easily to cut vertically, horizontally or at a 45-degree angle to clear ditch banks. Attaches easily and turns most tractors into brush cutters.

RUGGED

Easily cuts limbs and branches up to 6-inches in diameter. The LB 4 and LB 6 models are especially made for heavy use across many agricultural, commercial and municipal applications. Bushhogs just can't compete!

**FAST**

Decreases your cutting and trimming time and manpower hours due to speed and efficiency. Innovative design with power in mind.

A BETTER WAY

If you ask around, the old way of using chainsaws and ladders to clear limbs and brush are a thing of the past. Bushhog mowers and brush cutters simply cannot reach very high. Limb Beaver gets the job done better, faster, and safer.

COST EFFECTIVE

When considering the risk, time, and manpower involved, Limb Beaver is a very cost-effective solution when compared to other approaches. After all, time is money. Call us at (629) 265-0879 to discuss pricing for our entire product line of BB 4, LB 4 and LB 6 models.

All of our Limb Beaver models feature our patented multi-position design which is perfect for brush, limb, branch, small tree and vegetation cutting in a wide variety of applications. Interchangeable cutting blades spin up to a blindingly fast 3,000 rpm to quickly cut through limbs up to 6 inches in diameter with minimal debris ejection. Our one of a kind rugged design and 100% American made construction comes from a careful balance of versatility, quality materials, safety, and speed. All Limb Beaver models are built by hand right here in America at our Malvern, AR and Nettleton, MS plants by skilled craftsmen to ensure each one is made to last.

Whether you need to cut along roads, easements, trails, around a lake, farmland or even larger brush covered areas, this all-in-one attachment will save you time and manpower over bushhog mowers and typical brush cutters for tractors while giving the most consistent results time after time. Highway maintenance crews, county road maintenance crews, hunting clubs, wildlife and recreation parks, farmers, golf courses, and ground keepers are just a few of our clients. They have found our attachments to be the one tool they need to clear back unwanted limb overhang and vegetative overgrowth quickly, efficiently and, most of all, safely.

Compact track loaders, farm tractors and skid steers have become some of the most commonly used variety of heavy machinery due to their versatility, hydraulic capabilities, compact power and small footprint. We've designed the Limb Beaver to be fully compatible with all standard farm tractors and skid steers on the market today. If you have an older model, let us know and we can customize the Limb Beaver's connections to fit your application. The LB 4 and LB 6 make a great attachment change for excavators and boom mowers of almost any size. The light weight and still very durable heads give operators huge advantages while limbing and mowing. The entire Limb Beaver product line is designed to be easily attached, detached, stored and maintained. We believe that nearly every skid steer loader or farm tractor owner can benefit from pairing it with a Limb Beaver for converting their existing equipment into the best brush cutter available.

plane to help ensure more precise and efficient cutting, along with a positive visualization of the cutting target. Limb Beaver models are also outfitted with a quick attach plate for easy hookup and separation.

We designed the Limb Beaver to be easily operated by a single person. Limb Beaver's cutting assembly is actuated by a hydraulic swing and also tilts via a special made hydraulic valve. This allows the operator to position the cutting arm in almost any position without moving from the operator's seat while the Limb Beaver blade is actively rotating at speeds of 3,000 rpm, which has far more power than bushhog mowers! Speed means faster and cleaner cutting.

The manual use of chainsaws and their inherent liabilities are quickly becoming a thing of the past. The evident danger involved in climbing trees, the large amounts of time invested and hard manual labor required with chainsaws are also problems that Limb Beaver models solve. There are other attachments that cut one limb at a time, smaller material or sling debris dangerously, but none are as fast or safe as the Limb Beaver.

These days, even more than ever, time is money. Save both and get a better result with the Limb Beaver. One only needs to see the Limb Beaver at work for just a few minutes to quickly see what makes it the best and most versatile limb, tree and brush cutting tool available today!

SKID STEER BRUSH CUTTER ATTACHMENTS FOR TREE LIMBS

Limb Beaver is your go-to source for top-quality Skid Steer Brush Cutter Attachments for Tree Limbs. Our advanced cutter attachments are manufactured to deliver unmatched performance, durability, and reliability, making them the ideal solution for all your brush cutting needs.

MAXIMIZE YOUR UPTIME

At Limb Beaver, we understand that time is money, and that's why our skid steer brush cutter attachments are designed to help you maximize your uptime. With our cutter attachments, you can get the job done quickly and efficiently, thanks to their powerful cutting ability and superior maneuverability. Whether you need to clear large areas of brush or cut through dense vegetation, our cutter attachments are up to the task.

HANDLE UNEVEN TERRAIN AND DENSE SPACES

Our skid steer brush cutter attachments are designed to handle even the toughest terrain and densest spaces. Equipped with heavy-duty blades and a sturdy frame, our attachments can easily cut through thick brush and vegetation, leaving you with a clean and tidy job site. And with their exceptional maneuverability, our cutter attachments can navigate tight spaces and uneven terrain with ease, making them the ideal solution for a wide range of applications.

YOU'RE NOT LIMITING YOUR ABILITY TO OPERATE YOUR SKID STEER

When you choose our Skid Steer Brush Cutter Attachments for Tree Limbs, you're not limiting your ability to operate your skid steer. Our cutter attachments are designed to work seamlessly with your existing skid steer, allowing you to tackle even the toughest brush cutting jobs without having to invest in additional equipment. And with their easy-to-use design, our cutter attachments make it easy for operators of all skill levels to get the job done right.

MINIMAL MAINTENANCE

At Limb Beaver, we understand that your time is valuable. Thus, we have designed our skid steer brush cutter attachments to require minimal maintenance. With their durable components and high-quality materials, our brush cutter attachments are built

**Designed For
Skid Steers &
Farm Tractors.**



**For A Quote
Call Us At:
(615) 707-2278**

The ULTIMATE tree and brush clearing implement

Limb Beaver is designed for both skid steers and farm tractors. It will cut through limbs up to 6-inches in diameter with minimal debris ejection. Limb Beaver can also rotate to a 45-degree angle to cut ditch banks. Requires minimal maintenance. Made in the USA.

LB 6

LB 6SS Skid Steer

- **72 inch cut path**
- 3000 RPM
- 1500 pounds
- Tilt up to 45 degrees below horizontal position
- Offset vertical reach 74 inches from center
- Offset to horizontal reach 146 inches
- Swing is 90 degrees from center to right
- All functions operated hydraulically from the cab
- 52 double edge fixed teeth
- Cutting height up to 22 feet
- Hydraulic flow of 15 to 45 GPM



LB 6EX Excavator

- **72 inch cut path**
- 3000 RPM rotation
- Hydraulic flow of 15 to 45 GPM
- Also attaches to Boom Mowers
- DO NOT PLACE EXCAVATOR WEIGHT ON HEAD
- 52 double edge fixed teeth
- 550 pounds



LB 6 3PT PP 3 pt hitch Boom with Power Pack*

- **72 inch cut path**
- 18' cutting height
- 2600 pounds
- Self-contained filtered reservoir
- Requires 1000 PTO tractor
- 52 double edge fixed teeth
- 15' horizontal reach from center of tractor
- 40 GPM



*** LB TR PP Power Pack for 3pt**

- Great for LB 4TR
- Filtered
- 20 GPM PTO pump
- 2500 PSI
- Head power is totally self contained
- 540 PTO

Limb Beaver
Thompson Station, TN 37179 | Toll Free (844) 697-5505 • Sales@LimbBeaver.com

Applications

- ▲ Encroaching or Overhanging Limb and Brush
- ▲ Farm Fields
- ▲ Trails
 - Snowmobile
 - Side by Side
 - Walking
- ▲ Right of Ways
 - Pipeline
 - Electric
 - Roads
 - Railroads
 - City Streets
- ▲ Line of Sight
- ▲ Easements
- ▲ Lake Side
- ▲ Creeks and Rivers
- ▲ Golf Courses
- ▲ Hunt Clubs
- ▲ Fence Lines
- ▲ Parks
- ▲ Recreational Areas
- ▲ Forestry Service



LB 6 Model



Attachments For

- ▲ Skid Steers
 - High Flow
 - Standard Flow
- ▲ Ag Tractors
 - Loader
 - 3 pt
- ▲ Excavators
- ▲ Boom Mowers

For **Video** - www.youtube.com/LimbBeaver

For **More Info** - www.LimbBeaver.com

For a **Quote** - Call Us At: (615) 707-2278

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