
CITY COUNCIL REGULAR SESSION

CITY OF LAKE CITY

February 22, 2022 at 6:00 PM

Venue: City Hall

AGENDA

REVISED

This meeting will be held in the City Council Chambers on the second floor of City Hall located at 205 North Marion Avenue, Lake City, FL 32055. Members of the public may also view the meeting on our YouTube channel. YouTube channel information is located at the end of this agenda.

Pledge of Allegiance

Invocation - Council Member Todd Sampson

Roll Call

Ladies and Gentlemen; The Lake City Council has opened its public meeting. Since 1968, the City Code has prohibited any person from making personal, impertinent, or slanderous remarks or becoming boisterous while addressing the City Council. Yelling or making audible comments from the audience constitutes boisterous conduct. Such conduct will not be tolerated. There is only one approved manner of addressing the City Council. That is, to be recognized and then speak from the podium.

Proclamations

Minutes

- [1.](#) February 7, 2022 Regular Session

Approval of Agenda

Persons Wishing to Address Council

Citizens are encouraged to participate in City of Lake City meetings. The City of Lake City encourages civility in public discourse and requests that speakers direct their comments to the Chair. Those attendees wishing to share a document and or comments in writing for inclusion into the public record must email the item to submissions@lcfla.com no later than noon on the day of the meeting. Citizens may also provide input to individual council members via office visits, phone calls, letters and e-mail that will become public record.

Approval of Consent Agenda

- [2.](#) On February 7, 2022 City Council voted to appoint Mr. James Carter to the Planning and Zoning Board. City Council Resolution 2022-020 - A resolution of the City Council of the City of Lake City, Florida, appointing James Carter to serve as a member on the Planning and Zoning Board, the Board of Adjustments, and the Historical Board; and providing an effective date.

Presentations

3. Citizens Police Academy Alumni presentation to Lake City Fire Department
- [4.](#) Dr. Christopher M. Esing - Requesting permission to erect a historic marker in Olustee Park.
- [5.](#) Annie Mattox Board President Ms. Lawanda Austin and Board Member Mr. Sylvester Warren, funding request for Annie Mattox Park.
- [6.](#) Mr. Sylvester Warren, funding request for North downtown projects.
- [7.](#) Mr. Sylvester Warren, funding request for Skateboard Park Project

Old Business

Ordinances - None

Other Items

- [8.](#) Mr. Zack Paulk, Columbia County Quarterback Club President, uniforms and equipment sponsorship request.
9. Discussion and Possible Action - City Manager Position
Renee Narloch will participate via Zoom.
10. Discussion and Possible Action - Fire Pension Board Appointee (Mayor Stephen Witt)
- [11.](#) Discussion and Possible Action - Planning and Zoning Board (Mayor Stephen Witt)
Application received on 2-11-2022 via email from Sean McMahon.
Application received on 2-15-2022 via email from Ann McKellum.
Application received on 2-17-2022 via email from Keith Hatcher.

Note: If applicants are considered for appointment, council will need to determine what office designation to fill. Listed below are the two vacancies:

Unexpired one (1) year term of Daniel Adel that is set to expire on October 31, 2022.

Three (3) year (vacant) term that is set to expire on October 31, 2024.

12. Discussion and Possible Action - Police Officers Pension Board Appointee (Mayor Stephen Witt)

[13.](#) Discussion and Possible Action - Determine if City is moving forward with the Bell Street Wastewater Improvements Project and 5A Water Main Project and if so, how to fund both task assignments. Both projects were approved by City Council on October 18, 2021 via City Council Resolution No. 2021-149 and City Council Resolution No. 2021-150. At the time of approval funding was not identified. (Interim City Manager Paul Dyal)

[14.](#) Discussion and Possible Action - Application process for Senior Housing Rehabilitation Project (Council Member Todd Sampson)

Staff is providing a copy of the Columbia County Board of County Commission Senior Citizen Emergency Home Repair Funding Application for review.

[15.](#) Update - Camera System Upgrade for City owned properties (Information Technology Director Matt Benedetti)

New Business

Ordinances - None

Resolutions

[16.](#) City Council Resolution No. 2022-021 - A resolution of the City Council of the City of Lake City, Florida, authorizing the execution of a grant agreement with the State of Florida, Department of Environmental Protection; providing for the acceptance of a grant award of up to \$1,408,566.00 in the reimbursable costs associated with the construction of utilities at the State Road 47 and Interstate 75 Interchange; and providing for an effective date.

[17.](#) City Council Resolution No. 2022-022 - A resolution of the City Council of the City of Lake City, Florida, authorizing the execution of a grant agreement with the State of Florida, Department of Environmental Protection; providing for the acceptance of a grant award of up to \$475,000.00 in reimbursable costs associated with the connection of the Casey Jones RV Park to the City's Wastewater Utility System; and providing for an effective date.

18. City Council Resolution No. 2022-023 - A resolution of the City Council of the City of Lake City, Florida, authorizing Task Assignment Number Seven to the Continuing Contract with Mittauer & Associates, Inc., a Florida corporation; providing for engineering services related to the City's 120 acre wetland and the identification of additionally potential effluent disposal sites; providing for the submission of a plan of action to the Florida Department of Environmental Protection; providing for a cost not-to-exceed \$79,500.00; and providing for an effective date.

Other Items

19. Discussion and Possible Action - Approval to move forward on eminent domain on property to be used for parking at Sallie Mae Jerry Park (Mayor Stephen Witt)

Note: The Community Redevelopment Advisory Committee met on February 8, 2022 and recommends to the City Council moving forward with eminent domain on the lot across from Sallie Mae Jerry Park.

20. Discussion - Digital sign corner of Marion and Long Street (Mayor Stephen Witt)

Departmental Administration

Comments by Council Members

Adjournment

YouTube Channel Information

Members of the public may also view the meeting on our YouTube channel at:
<https://www.youtube.com/c/CityofLakeCity>

Revisions made 2/18/2022: Item 11, additional application added and note updated. Item 14, added additional verbiage in agenda item explanation.

Pursuant to 286.0105, Florida Statutes, *the City hereby advises the public if a person decides to appeal any decision made by the City with respect to any matter considered at its meetings or hearings, 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 proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.*

SPECIAL REQUIREMENTS: *Pursuant to 286.26, Florida Statutes, persons needing special accommodations to participate in these meetings should contact the **City Manager's Office at (386) 719-5768.***

File Attachments for Item:

1. February 7, 2022 Regular Session

The City Council in and for the citizens of the City of Lake City, Florida, met in Regular Session, on February 7, 2022 beginning at 6:00 P.M., in the City Council Chambers, located at City Hall 205 North Marion Avenue, Lake City, Florida. Members of the public also viewed the meeting live on our YouTube Channel.

PLEDGE OF ALLEGIANCE – Boy Scout America Troop 85 of First Presbyterian Church

INVOCATION – Mayor Stephen Witt

ROLL CALL

Mayor/Council Member
City Council

Stephen M. Witt
Jake Hill, Jr.
Eugene Jefferson
C. Todd Sampson
Frederick Koberlein, Jr.
Paul Dyal
Interim Chief Gerald Butler
Audrey Sikes

City Attorney
Interim City Manager
Sergeant-at-Arms
City Clerk

MINTUES

1. January 8, 2022 Special Called
2. January 18, 2022 Regular Session
3. January 19, 2022 Special Called
4. January 29, 2022 Special Meeting
5. January 29, 2022 Workshop

Mr. Sampson made a motion to approve the January 8, 2022 Special Called, January 18, 2022 Regular Session, January 19, 2022 Special Called, January 29, 2022 Special Meeting, and January 29, 2022 Workshop minutes as presented. Mr. Jefferson seconded the motion and the motion carried unanimously on a voice vote.

APPROVAL OF AGENDA

Mr. Hill made a motion to approve the agenda as presented. Mr. Jefferson seconded the motion and the motion carried unanimously on a voice vote.

6. Introduction of New Human Resource Director, Hubert Collins (Interim City Manager Paul Dyal)

Mr. Dyal welcomed and introduced Hubert Collins as the new Human Resource Director.

7. Troop 85 Welcome (Mayor Stephen Witt)

Mayor Witt welcomed Scouts Boy Scout America Troop 85 of First Presbyterian Church.

Troop 85, established in 1923 and later officially chartered by the late Ed Montgomery, Sr,

has produced numerous business, government, and armed forces leaders throughout the century.

Through the boy scout model of “youth leading youth,” more than 150 young men have earned their Eagle Scout rank with Troop 85.

Tonight, the boys attended the city council meeting to satisfy one of the requirements for their Citizenship in the Community merit badge. Citizenship is prioritized in scouting as the citizenship merit badges are required for Eagle Scout rank.

The boys were required to listen to the issues being discussed tonight, pick an issue, and then debate that issue among themselves at their next troop meeting.

The scouts came forward and recited their oath.

Mayor Witt presented each scout with a City of Lake City lapel pin.

PERSONS WISHING TO ADDRESS COUNCIL

- Sylvester Warren
- Shawn Holmgren
- Stew Lilker

APPROVAL OF CONSENT AGENDA

8. Approval to move \$26,332.12 from 410.78.536.060.63 to 410.75.563.060.64 to cover the additional funds needed for the purchase and delivery of a 4 inch and 6-inch sound attenuated trailer mounted pumps. The lowest bid for ITB-003-2021 came in over budget at \$86,332.12. Funds in the amount of \$60,000.00 are budgeted in 410.75.563.060.64.
9. Approval to purchase replacement riffles from ProForce Marketing Inc. (higher bidder) utilizing Edward Byrne Memorial Justice Assistance Grant FY2021, Subgrant #2021-JAGC-COLU-1-3B-073 (JAG Grant). The grant does not allow another manufacturer of riffle to be substituted.
10. Approval to utilize budgeted funds in the amount of \$15,309.00 to cover a change order for the new Light Rescue Fire Truck not previously approved by City Council.

Mr. Jefferson made a motion to approve the consent agenda as presented. Mr. Sampson seconded the motion and the motion carried unanimously on a voice vote.

PRESENTATIONS

11. Mr. Zack Paulk, Columbia County Quarterback Club President, uniforms and equipment sponsorship request.

Mr. Paulk presented to members the opportunity to partner with the Columbia County Quarterback Club, or a sponsorship to help purchase helmets and uniforms.

12. Mr. Tim Norman, Mittauer and Associates, to outline the new Florida Department of Environmental Protection requirement for Wastewater Treatment Plants and ways the City can meet these requirements.

Mr. Norman discussed the Administrative Order that the City would need to be following by September 1, 2025. A plan of action is due by March 1st and would need to be implemented by September 1st.

Mayor Witt asked Mr. Sampson and Mr. Dyal to discuss this at the next Utility Advisory Committee meeting.

13. Susan Mears, Veteran's Memorial

Ms. Mears presented members with an idea for consideration of a Veteran's Memorial.

OLD BUSINESS

Ordinances

At this time Mayor Witt closed the regular session and opened a public hearing for the purpose of hearing comments on City Council Ordinance No. 2021-2196. City Council Ordinance No. 2021-2196 was read by title. Mayor Witt asked if anyone wanted to be heard regarding City Council Ordinance No. 2021-2196. No one asked to speak on City Council Ordinance No. 2021-2196, therefore Mayor Witt closed the public hearing.

14. City Council Ordinance No. 2021-2196 - (final reading) An ordinance of the City of Lake City, Florida, amending the text of the City of Lake City Land Development Regulations, as amended, pursuant to an application, LDR21-05, by the City Council, providing for amending section 4.14.3, entitled permitted accessory uses and structures by revising regulations pertaining to the use of public rights-of-way for outdoor seating by restaurants and other businesses within the "C-CBD" Commercial, Central Business District; providing severability; repealing all ordinances in conflict; and providing an effective date. **Mr. Jefferson made a motion to adopt City Council Ordinance No. 2021-2196, on final reading, amending the text of the City of Lake City Land Development Regulations, as amended, pursuant to an application, LDR21-05, by the City Council, providing for amending section 4.14.3, entitled permitted accessory uses and structures by revising regulations pertaining to the use of public rights-of-way for outdoor seating by restaurants and other businesses within the "C-CBD" Commercial, Central Business District. Mr. Sampson seconded the motion. A roll call vote was taken and the motion carried.**

Mr. Jefferson	Aye
Mr. Sampson	Aye
Mr. Hill	Aye
Mayor Witt	Aye

Other Items

15. Discussion and Possible Action - Fire Pension Board Appointee (Mayor Stephen Witt)

Mayor Witt reminded members an appointee is still needed for the Fire Pension Board.

16. Discussion and Possible Action - Planning and Zoning Board (Mayor Stephen Witt) Application received on 1-26-2022 via email from James Carter. **Mr. Sampson made a motion to appoint Mr. Carter to the Planning and Zoning Board. Mr. Hill seconded the motion. A roll call vote was taken and the motion carried.**

Mr. Sampson	Aye
Mr. Hill	Aye
Mr. Jefferson	Aye
Mayor Witt	Aye

17. Update on Wilson Park Community Development Block Grant (CDBG) (Interim City Manager Paul Dyal)

Ms. Melissa Fox, from Fred Fox Enterprises provided members with an update on the Wilson Park Community Development Block Grant.

18. Discussion and Possible Action - City Manager Position

Council discussed the City Manager search being conducted by Renee Narloch. Members concurred they were disappointed with Mr. Thomas dropping out of negotiations for the position and suggested having the salary requirements listed in the job advertisement.

PUBLIC COMMENT: Stew Lilker
PUBLIC COMMENT: Sylvester Warren

NEW BUSINESS

Ordinances

19. City Council Ordinance No. 2022-2215 (first reading) - An ordinance of the City of Lake City, Florida, amending the official zoning atlas of the City of Lake City Land Development Regulations, as amended; relating to the rezoning of less than ten contiguous acres of land, pursuant to an application, Z 21-08, by the property owner of said acreage; providing for rezoning from Commercial Intensive (CI) to

Commercial, Highway Interchange (CHI) of certain lands within the corporate limits of the City of Lake City, Florida; providing severability; repealing all ordinances in conflict; and providing an effective date. **Mr. Sampson made a motion to adopt City Council Ordinance No. 2022-2215, on first reading, amending the official zoning atlas of the City of Lake City Land Development Regulations, as amended; relating to the rezoning of less than ten contiguous acres of land, pursuant to an application, Z 21-08, by the property owner of said acreage, and providing for rezoning from Commercial Intensive (CI) to Commercial, Highway Interchange (CHI) of certain lands within the corporate limits of the City of Lake City, Florida. Mr. Jefferson seconded the motion. A roll call vote was taken and the motion carried.**

Mr. Sampson Aye
Mr. Jefferson Aye
Mr. Hill Aye
Mayor Witt Aye

Resolutions

- 20. City Council Resolution No. 2022-009 - A resolution of the City Council of the City of Lake City, Florida, authorizing the execution of an application to the Florida Department of Transportation; providing for the acceptance of a pre-approved grant of Highway Traffic Safety Funds in the amount of \$40,000.00 for Strategic Traffic Enforcement Program including speeding and aggressive driving; and providing for an effective date.

PUBLIC COMMENT: Sylvester Warren

Interim Chief Butler provided a summary of the grants.

Mr. Jefferson made a motion to adopt City Council Resolution No. 2022-009, authorizing the execution of an application to the Florida Department of Transportation, and providing for the acceptance of a pre-approved grant of Highway Traffic Safety Funds in the amount of \$40,000.00 for Strategic Traffic Enforcement Program including speeding and aggressive driving. Mr. Sampson seconded the motion. A roll call vote was taken and the motion carried.

Mr. Jefferson Aye
Mr. Sampson Aye
Mr. Hill Aye
Mayor Witt Aye

- 21. City Council Resolution No. 2022-010 - A resolution of the City Council of the City of Lake City, Florida, authorizing the execution of an application to the Florida Department of Transportation; providing for the acceptance of a pre-approved grant of Highway Traffic Safety Funds in the amount of \$30,000.00 for a Strategic Traffic Enforcement Program including impaired driving; and providing for an effective date. **Mr. Jefferson made a motion to adopt City Council Resolution No. 2022-010, authorizing the execution of an**

application to the Florida Department of Transportation, and providing for the acceptance of a pre-approved grant of Highway Traffic Safety Funds in the amount of \$30,000.00 for a Strategic Traffic Enforcement Program including impaired driving. Mr. Hill seconded the motion. A roll call vote was taken and the motion carried.

Mr. Jefferson Aye
Mr. Hill Aye
Mr. Sampson Aye
Mayor Witt Aye

- 22. City Council Resolution No. 2022-011 - A resolution of the City Council of the City of Lake City, Florida, authorizing the execution of the Design Build Amendment to the contract with Oelrich Construction, Inc; providing for the design and construction of a second fire station; providing for a contractual guaranteed maximum price of \$2,747,429.00, and providing for an effective date. **Mr. Jefferson made a motion to adopt City Council Resolution No. 2022-011, authorizing the execution of the Design Build Amendment to the contract with Oelrich Construction, Inc; providing for the design and construction of a second fire station, and providing for a contractual guaranteed maximum price of \$2,747,429.00. Mr. Sampson seconded the motion.**

Mr. Sampson asked if the issues of the drainage easement and maintenance on the driveway had been resolved.

Interim Fire Chief Josh Wehinger stated the City’s attorney and the County’s attorney would be addressing these topics.

Mr. Koberlein reported that Mr. Dyal and County Manager David Kraus had been in discussion regarding these issues, and stated Section 2 does not allow the document to be signed until administration provides the approval to do so.

A roll call vote was taken and the motion carried.

Mr. Jefferson Aye
Mr. Sampson Aye
Mr. Hill Aye
Mayor Witt Aye

- 23. City Council Resolution No. 2022-012 - A resolution of the City Council of the City of Lake City, Florida, authorizing the execution of an Interlocal Agreement with Columbia County, Florida; providing for the engagement of the County's Building Official to act as the City's Building Official; providing for severability; providing for conflicts; and providing for an effective date.

PUBLIC COMMENT: Sylvester Warren

Mr. Sampson made a motion to adopt City Council Resolution No. 2022-012, authorizing the execution of an Interlocal Agreement with Columbia County, Florida, and providing for the engagement of the County's Building Official to act as the City's Building Official. Mr. Jefferson seconded the motion. A roll call vote was taken and the motion carried.

Mr. Sampson	Aye
Mr. Jefferson	Aye
Mr. Hill	Aye
Mayor Witt	Aye

24. City Council Resolution No. 2022-014 - A resolution of the City Council of the City of Lake City, Florida, accepting a bid from Anderson Columbia Co., Inc., related to the pavement rehabilitation of Runway 5-23 at the Lake City Gateway Airport; providing for a contract price not to exceed \$1,237,438.72.00; providing for the execution of the contract; and providing for an effective date. **Mr. Hill made a motion to adopt City Council Resolution No. 2022-014, accepting a bid from Anderson Columbia Co., Inc., related to the pavement rehabilitation of Runway 5-23 at the Lake City Gateway Airport; providing for a contract price not to exceed \$1,237,438.72.00, and providing for the execution of the contract. Mr. Jefferson seconded the motion. A roll call vote was taken and the motion carried.**

Mr. Hill	Aye
Mr. Jefferson	Aye
Mr. Sampson	Aye
Mayor Witt	Aye

25. City Council Resolution No. 2022-015 - A resolution of the City Council of the City of Lake City, Florida, authorizing the execution of the First Amendment to Agreement Number LPR0016; providing for an extension to the contract end date; and providing for an effective date. **Mr. Jefferson made a motion to adopt City Council Resolution No. 2022-015, authorizing the execution of the First Amendment to Agreement Number LPR0016, and providing for an extension to the contract end date. Mr. Sampson seconded the motion. A roll call vote was taken and the motion carried.**

Mr. Jefferson	Aye
Mr. Sampson	Aye
Mr. Hill	Aye
Mayor Witt	Aye

26. City Council Resolution No. 2022-016 - A resolution of the City Council of the City of Lake City, Florida, authorizing the execution of an application to the Florida Department of Transportation; providing for the acceptance of a pre-approved grant of Highway Traffic Safety Funds in the amount of \$25,000.00 for

a strategic traffic enforcement program including occupant protection; and providing for an effective date. **Mr. Sampson made a motion to adopt City Council Resolution No. 2022-016, authorizing the execution of an application to the Florida Department of Transportation, and providing for the acceptance of a pre-approved grant of Highway Traffic Safety Funds in the amount of \$25,000.00 for a strategic traffic enforcement program including occupant protection. Mr. Jefferson seconded the motion. A roll call vote was taken and the motion carried.**

Mr. Sampson	Aye
Mr. Jefferson	Aye
Mr. Hill	Aye
Mayor Witt	Aye

27. City Council Resolution No. 2022-017 - A resolution of the City Council of the City of Lake City, Florida, authorizing the Lake City Police Department to enter a Memorandum of Understanding with Learning for Life, a foreign non-profit corporation, which operates and maintains the program known as "Exploring Youth Protection" Training. **Mr. Jefferson made a motion to adopt City Council Resolution No. 2022-017, authorizing the Lake City Police Department to enter a Memorandum of Understanding with Learning for Life, a foreign non-profit corporation, which operates and maintains the program known as "Exploring Youth Protection" Training. Mr. Sampson seconded the motion. A roll call vote was taken and the motion carried.**

Mr. Jefferson	Aye
Mr. Sampson	Aye
Mr. Hill	Aye
Mayor Witt	Aye

28. City Council Resolution No. 2022-018 - A resolution of the City Council of the City of Lake City, Florida, authorizing the execution of an Interlocal Agreement with Columbia County, Florida; providing for the donation of parcels of real property commonly known as "Richardson Community Center"; providing for severability; providing for conflicts; and providing for an effective date.

PUBLIC COMMENT: Sylvester Warren

Mr. Dyal reported the grant had not been awarded yet, as it is still being reviewed.

Mr. Koberlein reported there is a reversionary provision in the agreement already, and stated the deeds would not be exchanged until the Community Development Block Grant was finished.

Mr. Jefferson made a motion to adopt City Council Resolution No. 2022-018, authorizing the execution of an Interlocal Agreement with Columbia

County, Florida, and providing for the donation of parcels of real property commonly known as "Richardson Community Center." Mr. Sampson seconded the motion. A roll call vote was taken and the motion carried.

Mr. Jefferson Aye
Mr. Sampson Aye
Mr. Hill Aye
Mayor Witt Aye

- 29. City Council Resolution No. 2022-019 - A resolution of the City Council of the City of Lake City, Florida, appointing Paul Dyal as the Land Development Regulations Administrator; and providing for an effective date.

PUBLIC COMMENT: Sylvester Warren

Mr. Jefferson made a motion to adopt City Council Resolution No. 2022-019, appointing Paul Dyal as the Land Development Regulations Administrator. Mr. Sampson seconded the motion. A roll call vote was taken and the motion carried.

Mr. Jefferson Aye
Mr. Sampson Aye
Mr. Hill Aye
Mayor Witt Aye

Other Items

- 30. Discussion and Possible Action - Police Officers Pension Board Appointee (Mayor Stephen Witt)

Mayor Witt reminded members an appointee is needed for the Police Officers Pension Board.

- 31. Discussion and Possible Action - Application process for Senior Housing Rehabilitation Project (Council Member Todd Sampson)

Mr. Sampson reported he would like administration to apply for funds and other grants to get the application process started for the Senior Housing Rehabilitation Project. He recommended the upcoming Community Development Block Grant and ARPA funds, as well as applying for HUD 10-03.

Mayor Witt concurred with Mr. Sampson and asked this to be put on the next agenda.

PUBLIC COMMENT: Sylvester Warren

DEPARTMENTAL ADMINISTRATION – None

COMMENTS BY COUNCIL MEMBERS

PUBLIC COMMENT: Zack Paulk

Mr. Sampson inquired about potential games being played at Memorial Stadium once the upgrades have been made.

Mr. Koberlein inquired whether there would be a Special Called meeting with Renee Narloch to discuss the City Manager search, to which the Mayor replied, not at this time.

ADJOURNMENT

All matters having been handled, the meeting adjourned at 7:22 PM on a motion made and duly seconded.

Stephen M. Witt, Mayor/Council Member

Audrey Sikes, MMC City Clerk

File Attachments for Item:

2. On February 7, 2022 City Council voted to appoint Mr. James Carter to the Planning and Zoning Board. City Council Resolution 2022-020 - A resolution of the City Council of the City of Lake City, Florida, appointing James Carter to serve as a member on the Planning and Zoning Board, the Board of Adjustments, and the Historical Board; and providing an effective date.

CITY COUNCIL RESOLUTION 2022-020

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, APPOINTING JAMES CARTER TO SERVE AS A MEMBER ON THE PLANNING AND ZONING BOARD, THE BOARD OF ADJUSTMENTS, AND THE HISTORICAL BOARD; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Planning and Zoning Board (hereinafter the "Planning and Zoning Board") created and established by the City of Lake City, Florida (hereinafter the "City") also acts and performs the duties of the Board of Adjustments of the City (hereinafter the "Board of Adjustments") also acts and performs duties of the Historical Board of the City (hereinafter the "Historical Board"), and collectively referred to as the "Boards"; and

WHEREAS, on February 7, 2022, the City Council of the City unanimously approved the appointment of James Carter to the Planning and Zoning Board, Board of Adjustments, and the Historical Board; and

WHEREAS, section 2-82, City Code, requires an appointment to the Planning and Zoning Board to be made by resolution; and

WHEREAS, the City Council finds that appointment of James Carter to the aforementioned boards for a term that expires October 31, 2024, is in the best interests of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AS FOLLOWS:

Section 1. The above recitals are all true and accurate and are hereby incorporated herein and made a part of this resolution.

[Remainder of this page left blank intentionally.]

Section 2. That James Carter is hereby appointed to serve as a member on the Planning and Zoning Board, the Board of Adjustments, and the Historical Board for the terms as stated in the recitals above.

PASSED AND ADOPTED at a meeting of the City Council on this ____ day of February 2022.

CITY OF LAKE CITY, FLORIDA

By: _____
Stephen M. Witt, Mayor

ATTEST:

APPROVED AS TO FORM AND
LEGALITY:

By: _____
Audrey E. Sikes, City Clerk

By: _____
Frederick L. Koberlein, Jr.,
City Attorney

File Attachments for Item:

4. Dr. Christopher M. Esing - Requesting permission to erect a historic marker in Olustee Park.

Sikes, Audrey

From: Christopher Esing <christopheresing@yahoo.com>
Sent: Wednesday, February 16, 2022 3:33 PM
To: Sikes, Audrey
Subject: Re: War on Terror Memorial for Agenda for City Council Meeting for 2/22/2022

I am suggesting that the monument be to all those who fought and served recognizing the ultimate sacrifice payed by Lance Cpl. Ronald Douglas Freeman of the U.S. Marine Corp. Killed May 2011 while fighting in Afghanistan. I have spoken with the National Guard, and they agree that it should be one memorial dedicated to the Soldiers who fought in the War on Terror as part of the Wars in Iraq and Afghanistan. I will work with the National Guard, the American Legion, and the V.F.W. on the appropriate working. As far as we can tell, Lance Cpl. Ronald Douglas Freeman is the only soldier who paid the ultimate sacrifice from Lake City, so his name will be listed, but the memorial will be dedicated in the name of all who served. I will research costs, but I have already had a number of individuals and groups pledge to help pay for the cost of the memorial. It will be the same size as the other memorials that are already there to maintain the look of the existing memorial garden. There is space for two or three, so space will not be a problem. I will post a picture of Lance Cpl. Ronald Douglas Freeman. I have spoken with his widow, and should would like a memorial to be able to take their children to show them that the sacrifice that their father made is recognized by the community.

Thank You,
Chris



Chris

On Wednesday, February 16, 2022, 12:35:47 PM CST, Sikes, Audrey <sikesa@lcfla.com> wrote:

Good afternoon. You are on the agenda for the 22nd. Do you have any supporting documentation you would like to provide? Thanks and have a great day.

Audrey E. Sikes, MMC
City Clerk
City of Lake City
205 North Marion Avenue
Lake City, Florida 32055

Ph: 386-719-5756
Fax: 386-752-4896
sikesa@lcfla.com

PLEASE NOTE: Florida has a very broad public records law. Most written communications to or from City officials regarding City business are public records available to the public and media upon request. Your email communications may be subject to public disclosure.

From: Christopher Esing <christopheresing@yahoo.com>
Sent: Tuesday, February 8, 2022 1:10 AM
To: Sikes, Audrey <SikesA@lcfla.com>
Subject: War on Terror Memorial for Agenda for City Council Meeting for 2/22/2022

Greetings,

I am reaching out to ask the City Council for permission to erect a historic marker in Olustee Park dedicated to the soldiers who fought and paid the ultimate sacrifice in the war on terror from Lake City. I am planning to dedicate the marker on Memorial Day 2022. Now that the war is over, I would like to erect a monument in the war memorial circle at Olustee Park. The memorial will be placed in honor of all those who served in Iraq and Afghanistan from Columbia County. It will also pay tribute to Lance Cpt. Ronald Douglas Freeman who was killed in May 2011 while fighting in Helmand, Afghanistan. I am inviting everyone from the public to attend, and if anyone would like to honor or pay tribute to any who served, I am offering them the opportunity to honor them. My goal is to dedicate the marker on May 30th which is Memorial Day. I have not set a program, but my goal is to work with the American Legion, the National Guard, and the V.F.W. to set a proper memorial program. I am asking anyone who served from Lake City in the War on Terror to plan to attend the dedication of the historic marker. I am working with Veterans groups in town to cover the cost. The marker will be built in the same size and style as the other war memorials in the park. I appreciate your support and permission to use Olustee Park on the day of the dedication. I also request and invite all on the council to attend the dedication ceremony.

Thank You,

Dr. Christopher M. Esing

Disclaimer

The information contained in this communication from the sender is confidential. It is intended solely for use by the recipient and others authorized to receive it. If you are not the recipient, you are hereby notified that any disclosure, copying, distribution or taking action in relation of the contents of this information is strictly prohibited and may be unlawful.

This email has been scanned for viruses and malware, and may have been automatically archived. We have implemented **HAVEN™**, from **Corvid Cyberdefense** which protects our networks, data, email and endpoints with leading edge threat prevention controls and **24x7x365** threat detection and monitoring. To find out more [Click Here](#).

File Attachments for Item:

5. Annie Mattox Board President Ms. Lawanda Austin and Board Member Mr. Sylvester Warren, funding request for Annie Mattox Park.

Annie Mattox Park Project

Product/Service	Amount
Resurfacing of Basketball Court	\$20,000.00
Resurfacing of Tennis Court	\$10,000.00
Installment of LED Lights**	\$39,000.00
Approximate Total	\$69,000.00

Items listed above are for the benefit of the youth and to serve as much of a need to the public as possible.

Note(s):

1. Basketball court price includes coloring and lining of the court.
2. Tennis courts to be converted to permanent pickle ball courts
3. LED lights will include lightening for basketball court, pickle ball court, and camera system.

**Amount listed is an approximate amount

**TENNIS UNLIMITED
MAINTENANCE & SUPPLIES INC.**

15706 NW 94TH Ave
Alachua FL 32615
386-418-8161

COURT RESURFACE
Scope of Work

1. Clear court of any debris. Pressure wash surface to remove any mold or mildew.
2. Patch and repair any damaged surface or cracks. Fill in any uneven area.
3. Apply one coat of resurfacer.
4. Apply 2 coats of color. (choice of 2, see chart)
5. Stripe according to regulation.
6. Sand and repaint net posts.
7. Provide and install new net and center anchor strap.

Basket Ball courts steps 1-5 apply

ENVIRONMENTALLY RESPONSIBLE · ASBESTOS FREE · MERCURY FREE

S P O R T S U R F A C E S



#4SB STADIUM BLUE



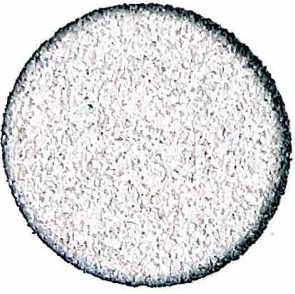
#1 GRASS GREEN



#2 RED



#12 SAND DUNE



#6 GREY



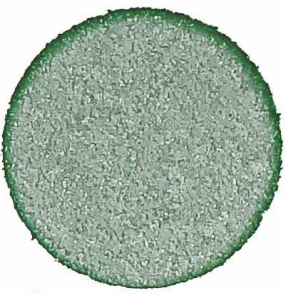
#9 NOVA GREEN



#10 BURGUNDY



#4 BLUE



#11 CLASSIC GREEN



#3 TERRA COTTA



**#7 BROWN
field mix**

The chips on this color card are actual samples of our Combination Surface®



TENNIS UNLIMITED MAINTENANCE AND SUPPLIES, INC

15706 NW 94TH AVE, ALACHUA, FL 32615

OFFICE: 386418-8161 CELL: 352-494-3740

ESTIMATE

Checklist

DATE: 2/2/22

NAME: City of Lake City

Phone: 386-628-7152

GENERAL
CONDITION :

ADDRESS: Attn: Sylvester; Annie Maddox Park & Rec

EXCELLENT

FAIR

POOR

SURFACE: Asphalt

RESURFACER

2 COATS OF PAINT

NET POST PAINT

LINE PAINT

CRACK FILLER

COLOR 1.

2.

Please Select

EQUIPMENT:

NET

CENTER STRAP

WIND SCREENS

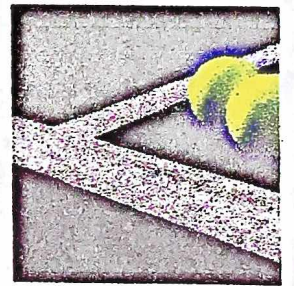
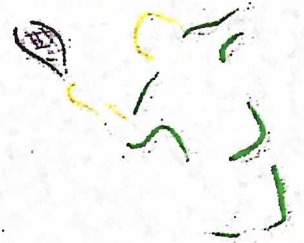
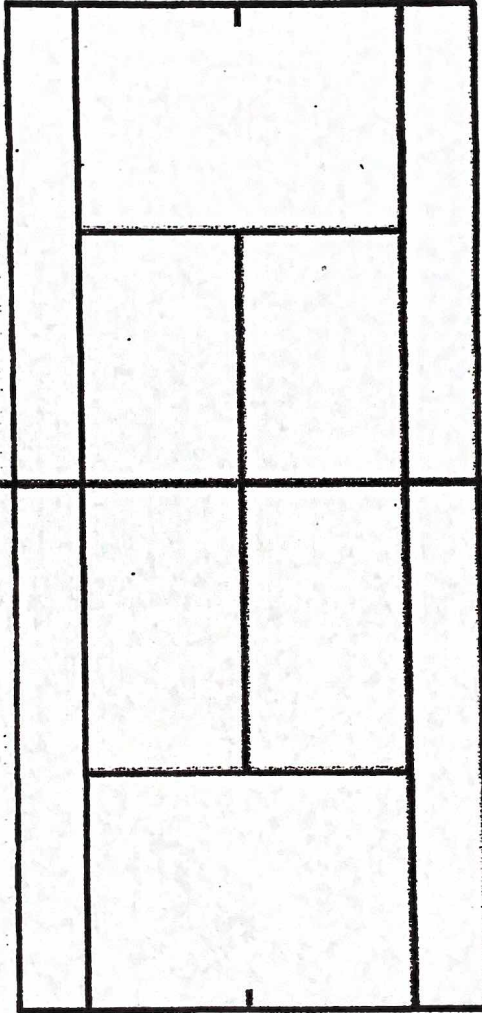
DRINK HOLDERS

ROLL DRI

NET POSTS

LIGHTING

FENCE



REMARKS:

ESTIMATE:

\$ 10,000.00

(50% Deposit required)

Projected start date:

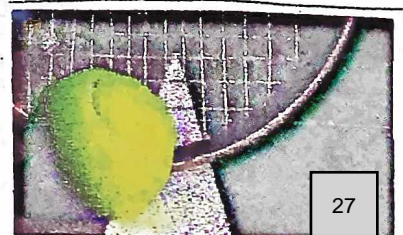
TBD

Projected completion:

ACCEPTED:

Signature

Date



**TENNIS UNLIMITED
MAINTENANCE & SUPPLIES, INC.**

Tennis Court • Basketball Court
Construction • Resurfacing

15706 NW 94th Ave. Stephen C. Toth
Alachua, FL 32615 (386) 418-8161

ESTIMATE

Name: City of Lake City Contract # 2204 Date: 2/2/22
 Address: Abnie Maddox Park & BOC Phone: 386-628-7152
Lake City FL

General Condition:

- Excellent
- Fair
- Poor

Surfaces:

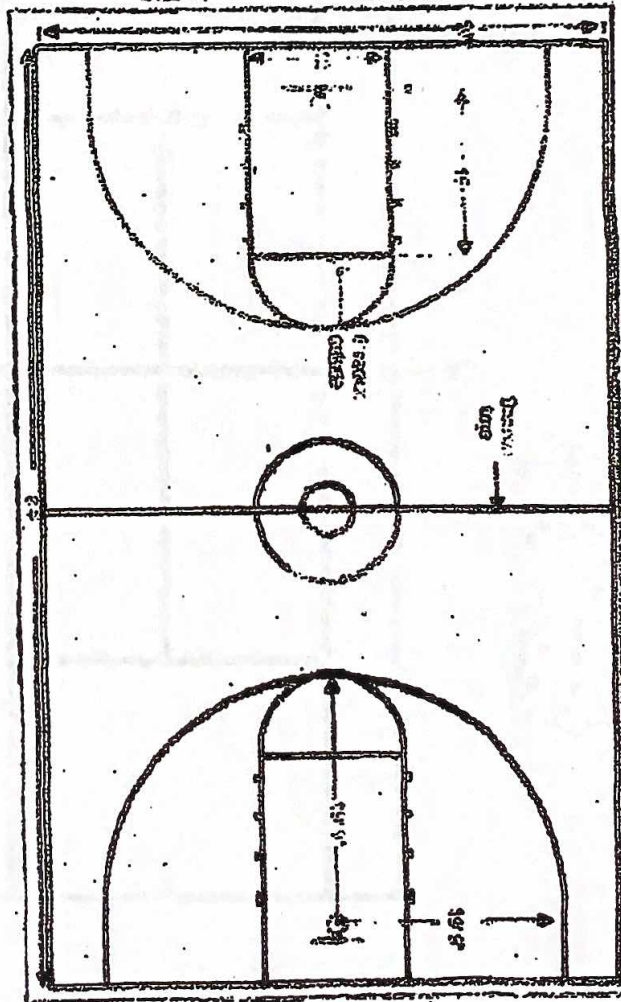
- resurfacer
- 2 coats of paint
- Net post paint
- Line paint
- Crack filler

Color: _____
 PLEASE SELECT

Equipment:

- Net, hoop, backboard
- Posts
- Fencing
- Other _____

Remarks: _____



Basketball Court Layout

Length std sz
 Width _____

Estimate \$ 10,000.00 (50% Deposit Required)
 projected start date: TBD projected completion date: _____

Accepted _____
 signature. Date

All quotes are valid for 30 days from time of issue

This agreement made this 2ND day of Feb, 2022 by and between Tennis Unlimited Maintenance & Supplies, Inc. and City of Lake City for the considerations named agrees as follows: (COLC)

I. Scope of Work : Annie Maddox Park & Rez

1. Resurfacing of 2 courts: All materials and work will be furnished by Tennis Unlimited Maintenance & Supplies, Inc as described in estimate. (1 Tennis \ 1 Basketball)
2. (COLC) will furnish access to the job site for equipment and materials.
3. (COLC) agrees to provide clean water supply and use of electricity, if needed, at their expense.
4. Tennis Unlimited Maintenance & Supplies, Inc. accepts no responsibility for acts done at job site, except for those subcontracted or employed by them.

II. Contract Price

COLC shall pay Tennis Unlimited Maintenance & Supplies, Inc. for the materials and labor performed in this contract. The sum of \$ 20,000.00 as a deposit. The remaining Sum of \$ 10,000.00 to be paid upon the completion for the job will total \$ 10,000.00.

III. Guarantee

Tennis Unlimited Maintenance & Supplies, Inc. guarantees all work against defects in workmanship or materials for a period of one (1) year. We do not guarantee against cracks that reappear through the new surface. Tennis Unlimited Maintenance and Supplies, Inc is not responsible for repairs done by anyone except Tennis Unlimited Maintenance and Supplies, Inc.

IV. Contract Provision

If (COLC) does not pay as agreed upon, Tennis Unlimited Maintenance & Supplies Inc. shall have the right to file a lien against the real estate for the amount of the work done. No further work shall be done if the deposit is not completed. In the event it is necessary to employ the services of an attorney to secure payment as per the terms of this contract, then (COLC) agrees to pay reasonable attorney fees. Interest of 1.5% per month will be charged on accounts past due.

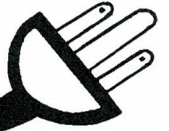
This contract is signed and accepted this _____ day of _____, 2022

**Tennis Unlimited Maintenance
& Supplies, Inc.**

Stephen C. Toth

Graham & Sons Electric, Inc.

State License E.C. # 0000683



723 S.W. Sisters Welcome Road
Lake City, Florida 32025

(386) 752-6082
Fax: (386) 755-6082

February 11, 2022

Page 1 of 4

Location of work to be performed

**Annie Mattox Recreation Center, Inc.
P.O. Box 1663
Lake City, Florida 32056-1663
Att: Sylvester Warren
Swarren3rd@icloud.com**

We hereby propose to furnish all the materials and perform all the labor necessary for the completion of **Provide and install labor, electrical equipment and lighting for (2) basketball courts and (1) tennis court at Annie Mattox Park.**

Price includes;
Electrical service from football field panel.
LED light fixtures and poles.
Electrical panel board
Power pedestal with outlets for convenience.
Time clock circuit to allow lighting to be operated and automatically shut down at designated curfew time.

Price does not include;
Permits or inspection fees
Concrete, asphalt or drywall repair or replacement.

Note: price is subject to change due to current supply problems.

All Agreements are made contingent upon delays and increases beyond our direct control; quotation is subject to change without notice unless otherwise stated, and all orders are subject to acceptance. All work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of:

Thirty Eight Thousand Five Hundred Dollars ***\$38,500.00**

With payments to be made as follows: **50% Upon acceptance/Balance upon completion.**

This proposal may be withdrawn if not accepted with **(30)** days.

Respectfully submitted Walter I. Graham

Walter I. Graham EC #0000683

By signing this proposal agreement, the parties affirm that they have read, understand and accept the attached "Terms & Conditions" set forth. Vendee approves and accepts the above prices, specifications and terms & conditions and authorizes vendor to proceed with the work immediately as specified.

Signature _____ Print Name _____

Title _____ Date _____

GRAHAM & SONS ELECTRIC, INC.

Page 2 of 4

TERMS & CONDITIONS

1. **ENTIRE CONTRACT.** This Proposal, if signed by the VENDEE on page one of this Proposal, is the entire agreement between the parties. There are no representations, promises, warranties or understandings of any kind or nature from either party to the other, except as set out herein and in the plans and addenda, specifications, shop drawings and other provisions which are a part hereof.
2. **EQUIPMENT & MATERIALS.** Graham & Sons Electric, Inc. (GSE) shall provide the construction, services, equipment and materials specified in this Proposal. (GSE) shall provide such equipment and materials in conformity with the plans, specifications and shop drawings. If anything in this Proposal is inconsistent with the plans, specifications or shop drawings, this Proposal govern and control over the plans, specifications or shop drawings.
3. **SUBMITTALS.** (GSE) shall submit shop drawings, submittal data, brochures and samples to Vendee within ten (10) days of Vendee's written request and in as many duplicate copies as Vendee requires. Vendee's Project Owner's and Architect's approval of all submitted shop drawings, submittal data, brochures and samples is required before (GSE) manufactures, orders or delivers any equipment or materials provided for under this Purchase Order.
4. **PROPOSAL SUM.** Vendee shall pay (GSE) the total sum reflected on page one of this Proposal, for the construction services, materials, equipment and installation services (GSE) is to provide under this Proposal. The parties hereby acknowledge that (GSE) relies solely and exclusively on the credit of vendee, and not OWNER, for payment for construction, materials and equipment provided under this Proposal.
5. **DELAY. The parties expressly understand and agree that time is of the essence as to this Proposal.** (GSE) agrees to timely deliver the equipment and materials described in this Proposal in strict compliance with the Project scheduling. Vendee agrees to refrain from any and all interference in the progress of (GSE) performance of the work, to include any changes to the project schedule. Should Vendee delay (GSE) work on the Project, or any portion thereof, in any way, Vendee shall be liable to (GSE) for any and all damages, expenses and losses incurred as a result of such delay, including any liquidated damages assessed against (GSE), all incidental and consequential damages, and costs for continued Project supervision, job overhead, insurance, Project facilities and other costs. Vendee represents that it has satisfied itself as to any provision in the contract between (GSE) and any other party (including the Contractor or Project Owner) concerning liquidated damages, and agrees that in the event liquidated damages are imposed upon (GSE) as the result, in whole or in part, of the performance or non-performance of Vendee, such liquidated damages shall constitute one element of the damages that (GSE) shall be entitled to recover from Vendee.

6. **ACCEPTANCE BY VENDEE.** Any payments made under this Proposal shall be construed as Vendee's acceptance of construction, equipment and materials supplied hereunder. Vendee must assert the right to reject any non-conforming equipment and materials, or to require (GSE) to comply with the plans and addenda, specifications and shop drawings, at the time of or prior to approval of payment to (GSE). (GSE) reserves the right to request Vendee issue a joint check to (GSE) and any material supplier or subcontractor of (GSE). Vendee will approve all reasonable requests from (GSE) for Vendee to issue joint checks to (GSE) and (GSE) material supplier(s) or subcontractor(s).
7. **ASSIGNMENT.** Neither this Proposal nor any interest herein may be transferred, voluntarily or involuntarily, without the written consent of (GSE).
8. **OTHER CONTRACTS.** There is no right of cross-collateral between this contract and any other contract or relationship between (GSE) and Vendee. Vendee expressly waives the right to offset monies owed (GSE) under this Proposal for any monies due and owing Vendee under any other contracts or relationships between Vendee and (GSE).
9. **WARRANTIES.** (GSE) expressly warrants that the equipment and materials provided for under this Proposal are new unless otherwise specified, conform generally to the plans and addenda, specifications, shop drawings, samples or other description furnished or adopted by Vendee, and are generally fit and sufficient for the purpose intended. This warranty will commence on the date Vendee receives the equipment and materials provided for under this Proposal and will continue for a period of 12 months.
10. **INDEMNITY.** In exchange for Ten Dollars (\$10.00), the receipt and sufficiency of which is acknowledged, Vendee hereby covenants to defend, indemnify, save harmless and exonerate (GSE), and (GSE) Bonding Company, if any, as to and from all fines, penalties, liability, claims, lawsuits, arbitrations, other claims for damages and injuries, or other losses for property damage, personal injury or economic losses, arising out of the construction, installation, equipment or materials provided by or to be provided by (GSE), its employees, agents and suppliers. Vendee further agrees to indemnify and reimburse (GSE) and (GSE)'s Bonding Company, if any, for (GSE) or (GSE)'s Bonding Company's legal expenses, including attorney fees, and for other attorney fees and costs assessed against (GSE) or (GSE) Bonding Company in any lawsuit, arbitration or other claims arising from any acts or omissions by Vendee, its employees, agents or suppliers related to this Proposal.
11. **CONDITION PRECEDENT TO FILING SUIT.** Vendee expressly agrees as an absolute condition precedent to filing any claim or filing any suit against (GSE) or (GSE)'s Bonding Company, to supply (GSE) with written notice of any alleged breach and to provide (GSE) thirty (30) days in which to investigate and correct the alleged breach.

12. **ATTORNEY FEES.** In the event that any litigation, or other dispute resolution proceeding is commenced, involving, arising out of or relating to this Proposal/Contract or the equipment and materials provided hereunder, then the prevailing party shall be entitled to an award of taxable court costs, other related but non-taxable costs and expenses, and reasonable attorney's fees, including attorney's fees incurred in litigating entitlement to or the amount of an attorney's fee award, from the time that the proceeding was commenced until all appeals, if any, are final. If Vendee, or any of its subcontractors, suppliers or manufacturers, brings a claim against (GSE)'s Bonding Company, if any, and (GSE)'s Bonding Company prevails, Vendee shall reimburse (GSE) for all taxable court costs, other related but non-taxable costs and expenses, and reasonable attorney's fees, including attorney's fees incurred in litigating entitlement to or the amount of an attorney's fee award, incurred by (GSE) or (GSE)'s Bonding Company in defense of such claim, from the time that the proceeding commenced until all appeals, if any, are final. Vendee acknowledges that (GSE)'s Bonding Company is an intended third-party beneficiary of this attorney fees provision. This provision shall apply where the proceeding seeks a declaration of rights, damages for default, damages for misrepresentation or other legal or equitable remedies.

13. **CHOICE OF LAW AND VENUE.** This Proposal shall be construed in accordance with the laws of the State of Florida, and all litigation brought under, arising out of, or related to this Proposal, or the equipment and materials provided hereunder, shall be governed by the laws of the State of Florida. Vendee expressly waives any right of venue in any action brought under, arising out of or related to this Proposal, or the equipment and materials provided hereunder, or brought against any bond(s) posted by Vendee, and further consents to personal jurisdiction in the courts of the State of Florida. Vendee agrees that the venue provisions of this Proposal shall control venue in any action brought against any bond(s) posted by Vendee or the OWNER on the Project, and that the (GSE)'s Bonding Company is an intended third-party beneficiary of this venue provision. Venue for any action brought under, arising out of or related to this Proposal, or the construction, equipment and materials provided hereunder, or brought against any bond(s) posted by Vendee or the OWNER of the Project, shall be located exclusively in State Court located in Columbia County, Florida.

14. **INSURANCE** Workmen's Compensation and Public Liability Insurance on the above work provided by Graham and Sons Electric, Inc.

15. **TITLES OF ARTICLES; FOR REFERENCE PURPOSES ONLY** The titles of the Articles of this Proposal are for reference purposes only. Titles in no way affect or modify the language within the Articles themselves and are not to be interpreted as substantive parts of the Proposal.

File Attachments for Item:

6. Mr. Sylvester Warren, funding request for North downtown projects.

North Downtown Project

Product/Service	Qty	Rate	Amount
Trash Cans	8	\$539.00	\$4,312.00
Benches	8	\$1,211.00	\$9,688.00
Pavers and Concrete Material	---	\$28,507.80	\$28,507.80
Paver Labor Cost (see note ¹)	---	\$73,000.00	\$73,000.00
Relocation of “Welcome to Downtown sign”	---	See Paul Dyal (see note ²)	---
Antique Lights	---	FPL (see note ³)	---
Easement	---	See note ⁴	---
Total (Pending Relocation of sign, antique lights, easement)			\$115, 507.80 (Does not include relocation of sign, antique lights, easement)

Note(s):

1. We could save \$73k by using force labor through public works since they are already laying pavers for the Tina Roberts project regarding the “downtown core”
2. Cost to relocate “Welcome to Downtown” sign: **See Paul Dyal**
3. Cost of antique lights: FPL has a program for these lights in which installment of poles and light are free but there is program the city would have to pay into for services. **See Paul Dyal**
4. Securing all easement rights to make antique lights, Welcome to Downtown sign, and placement of some benches possible. **See Paul Dyal (Interim City Manager) and Fred Koberlien (City Attorney)**

From: Sylvester,warren
To: Silvia,Audrey
Cc: Bruner,Joyce; Glenel,Bowden; Lajeanne,Mizell; Layell,George; Nathan,Gamble; Vanessa; Davion,Jones
Subject: North Downtown Project
Date: Thursday, February 10, 2022 2:53:31 PM

WHEN THE DEADLINE LOOMS, ORDER COMES IN, OR
INSPIRATION STRIKES, LEAN ON US. WE GOT THIS.*

[Learn More >>](#)



GLOBAL[®]
INDUSTRIAL



Account/Sign In



(0)

Global Industrial™ Outdoor Steel Slatted Trash Can With Flat Lid, 36 Gallon, Black



[26 reviews](#)

Item# T9F237726BK



Color Family

Black 

Promotion Price:

\$539.00

Ships in One Business Day


Original Price: ~~\$640.00~~

-

1

+



 globalindustrial.com



Downtown Bench with Back

Item # [543-8005](#)

\$1,211.00

[VIEW PRODUCT](#)

Sent from my iPhone



QUOTE

Store 6864 LAKE CITY
215 SW HOME DEPOT DRIVE
LAKE CITY, FL 32025

Phone: (386) 755-0761
Salesperson: RS69L7
Reviewer: RS69L7

SOLD TO	Name	WARREN SYLVESTER		Phone 1	(386) 628-7152
	Address	930 NE JOE CONEY TERRACE		Phone 2	
				Company Name	WARREN DEVELOPMENT GROUP INC
	City	LAKE CITY		Job Description	north down town
	State	FL	Zip	32055	County

QUOTE

2022-02-10 14:48

Prices Valid Thru: 02/17/2022

CUSTOMER PICKUP #1

MERCHANDISE AND SERVICE SUMMARY

We reserve the right to limit the quantities of merchandise sold to customers

REF # W04 SKU # 0000-515-664 Customer Pickup / Will Call

STOCK MERCHANDISE TO BE PICKED UP:

REF #	SKU	QTY	UM	DESCRIPTION	PI	TAX	PRICE EACH	EXTENSION
R01	0000-530-999	40000.00	EA	7.75 in. x 3.5 in. x 2.25 in. Brick Clay Solid /	A	Y	\$0.66	\$26,400.00*
R02	0000-533-829	20.00	EA	80 lb. Gray Concrete Mix /	A	Y	\$5.17	\$103.40
R03	0000-651-941	20.00	EA	80 lb. Type M Mortar Mix /	A	Y	\$6.97	\$139.40

SCHEDULED PICKUP DATE: 02/18/2022

MERCHANDISE TOTAL: \$26,642.80

END OF CUSTOMER PICKUP - REF #W04

TOTAL CHARGES OF ALL MERCHANDISE & SERVICES

Policy Id (PI):

A: 90 DAYS DEFAULT POLICY;

'The Home Depot reserves the right to limit / deny returns. Please see the return policy sign in stores for details.'

ORDER TOTAL	\$26,642.80
SALES TAX	\$1,865.00
TOTAL	\$28,507.80
BALANCE DUE	\$28,507.80

END OF ORDER No. H6864-105355

TERMS AND CONDITIONS

*** CONTINUED ON NEXT PAGE ***

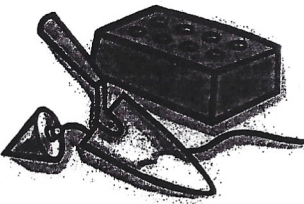
FOR WILL CALL
MERCHANDISE PICK-UP
PROCEED TO WILL CALL OR
SERVICE DESK AREA
(Pro Customers, Proceed To The Pro Desk)

* Indicates item markdown
Customer Copy

WILL CALL

Will Call items will be held in the store for 7 days. For Will Call merchandise pick up, proceed to Will Call/Service Desk area(Pro Customers, proceed to the Pro Desk).

Returns: A 15% restocking fee applies to the return of regular special orders, i.e., special orders merchandise that is not custom made. Special orders that are custom uniquely designed or fitted to accommodate the requirements of a particular space or environment (some examples are cabinetry, countertops, floor and wall coverings, and window treatments) are non-returnable. Exceptions: Cancellations made by midnight on the third business day after the date of Your purchase; merchandise incorrectly ordered by Home Depot or by Professional; or merchandise damaged beyond repair in delivery or by Professional. Unless otherwise specified in this Agreement, all returns must be made within Home Depot's posted time frame.



Mr. L. Dixon
386-288-6038

Quality Workmanship

ESTIMATE PROPOSAL

Material & Labor Estimate		INVOICE NUMBER
PROPOSAL SUBMITTED TO <i>City</i>	PHONE	DATE <i>02/11/2022</i>
STREET ADDRESS	JOB NAME	
CITY, STATE, ZIP CODE	JOB PHONE	
CONTACT PERSON <i>Mr. Sylvester Warren</i>	JOB LOCATION <i>441 - Job Project</i>	

Quantity	Units	Material Description	Unit Price	TOTAL
		Approx. 18 yds of 3,000 PSI Concrete or Bag of Sakrete High Strength Concrete Mix		
		Approx 30-gal of Concrete bonding Adhesive Quickrete	17.87 ea	
		Approx 37,000 Red brick pavers		
		Approx 7,228 sq ft		
		Rental of 1 Mini Excavator 1.5 - 2 TON		

Subtotal	
Tax 7%	
Material Total	

Quantity	Units	Material Description	Unit Price	TOTAL
		For laying Approx 37,000 Red brick Paver		73,000

Labor Total	
Job Total	

Home Owner / Client to furnish materials: _____

Company to furnish materials: 20% surcharge: _____

All material is guaranteed to be as specified above. All work will be completed in a professional manner according to standard practices. Any alteration or deviation from the above specified material will include extra costs which will be executed only upon written orders. It will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance.

Acceptance of Proposal - The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance

Home Owner's / Client Signature

Signature of Authorized Official

Note: This proposal may be withdrawn by us if not accepted within _____ days.

File Attachments for Item:

7. Mr. Sylvester Warren, funding request for Skateboard Park Project

Small Skateboard Park Project

Product/Service	Amount
Demo Old City Pool House ¹	\$5,500.00
Small Skateboard Park**	\$70,000.00 to \$80,000.00
Approximate Total	\$75,500.00 to \$85,500.00

Large Skateboard Park Project

Product/Service	Amount
Demo Old City Pool House ¹	\$5,500.00
Large Skateboard Park**	\$100,000.00 to \$200,000.00
Approximate Total	\$105,500.00 to \$205,500.00

Note(s):

1. Cost to demo old city pool house for skateboard park site.

**Amount listed is an approximate amount



Sent from my iPhone

Santa Fe Site Prep, LLC
 244 sw homestead cir
 fort white, FL 32038 US
 (386) 697-7070
 brad@santafesiteprep.com



Estimate

ADDRESS

605 NW Desoto St
 Lake City, Fl

ESTIMATE # 1503

DATE 02/02/2022

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	Demo	Demolishing Brick Building, which is the old pool house and hauling away all debris	1	4,600.00	4,600.00
	Permit	Building permit for us to file paperwork for demolition	1	900.00	900.00

Customer will need to call electric company to disconnect power	SUBTOTAL	5,500.00
	TAX	0.00
	TOTAL	\$5,500.00

Accepted By

Accepted Date

I-17 HEAVY DUTY

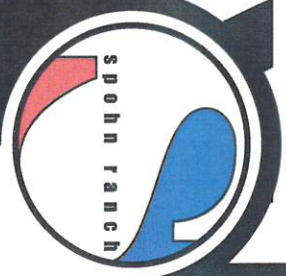


\$4,500,000

08-1785-BP-3DY
60' x 76' = 4,560 SQ. FT.
BLISS PRODUCTS
JULY 21 2008

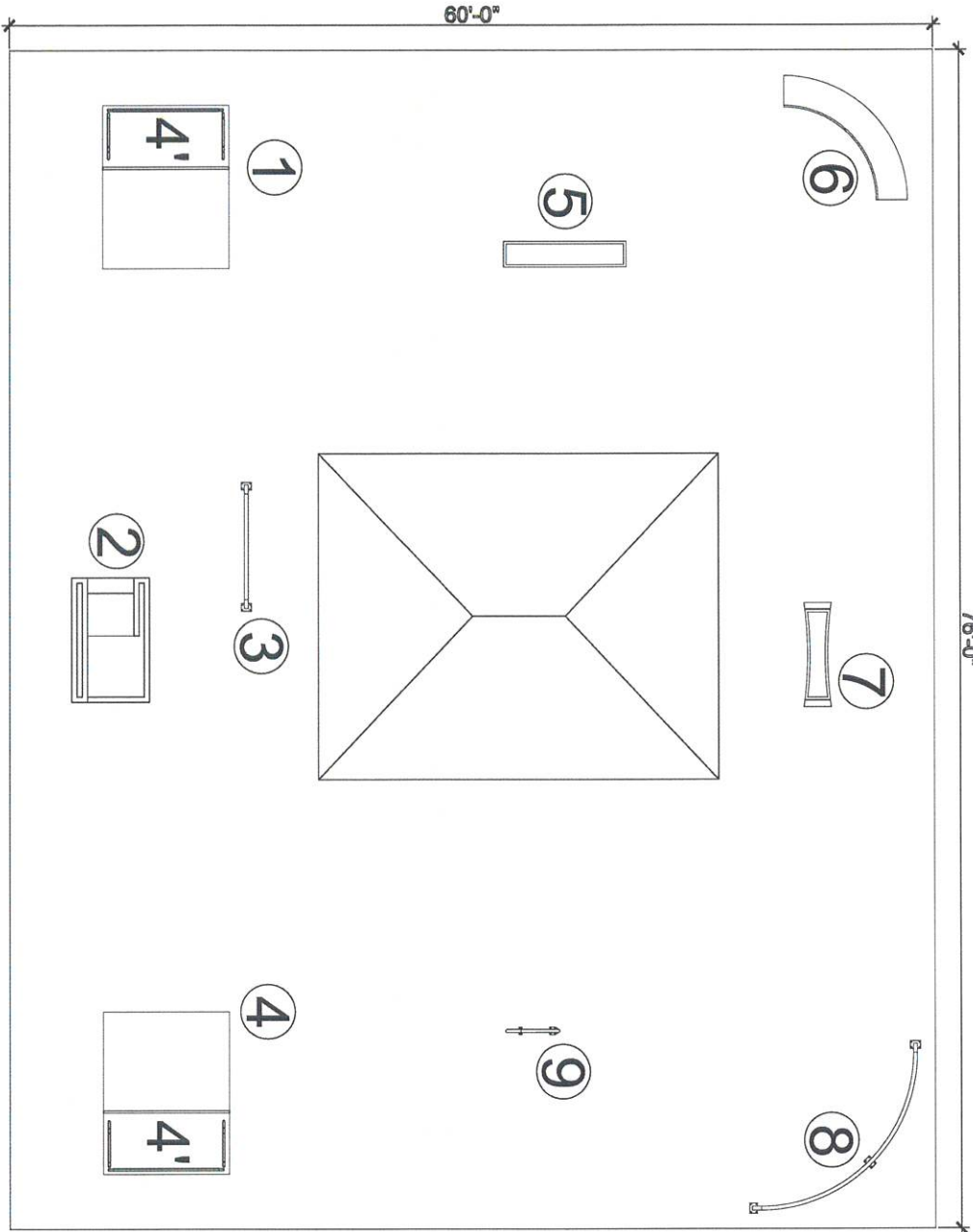
Live Oak, FL

SPOHN RANCH, INC. - P. 626-330-5803 - F. 626-330-5503 - WWW.SPOHNRANCH.COM



I-13 HEAVY DUTY

08-1785-8P-3DY
60' X 76' = 4,560 SQ. FT.
BUSS PRODUCTS
JULY 21, 2008



Live Oak, FL

SPOHN RANCH, INC. - P. 626-330-5803 - F. 626-330-5503 - SPOHNRANCH.COM



Live Oak Skate Park Inspection Checklist

Suwannee Parks & Recreation
John H. Hale Community Center Recreation Park
215 N.E. Duval Street - Live Oak, FL 32064
Phone 386-362-3004 - Fax 386-208-1580
www.suwanneeparksandrecreation.org

Date of Inspection _____ Day of Week _____
Name of Inspector _____ Time of Inspection _____

Form Instructions

1. Form must be completed by a maintenance employee.
2. Skate park equipment and general site inspection should be performed on Monday and Friday of each week in order to assess any items that can present danger to the park users or spectators.
3. Please fill out each section as completely as possible. Reference component list on site layout.
4. At the end of your inspection, you will need to indicate on this form what actions need to be taken, and the severity of damage, if any.
5. This form should be turned in to the maintenance supervisor so that any needed work can be scheduled as quickly as possible.
6. For documenting any maintenance performed, please use the Daily Work Report.

Concrete Slab, Flatwork, and Skating Elements

Note any cracks, holes, malformations, settling, anything to cause falls. Also mark them on the site layout. Minor cracking is normal; gaps wider than 1/8" should be addressed promptly. _____

Note condition and security of safety hand rails on skating elements. _____

Steel Grind Edges: Note heavy build-up of wax, broken coping welds, etc. _____

Slab Fasteners on Free-Standing Grind Rails: Note any loose red-heads. _____

Note any standing water, pools from rain or other sources. Also mark on site layout. _____

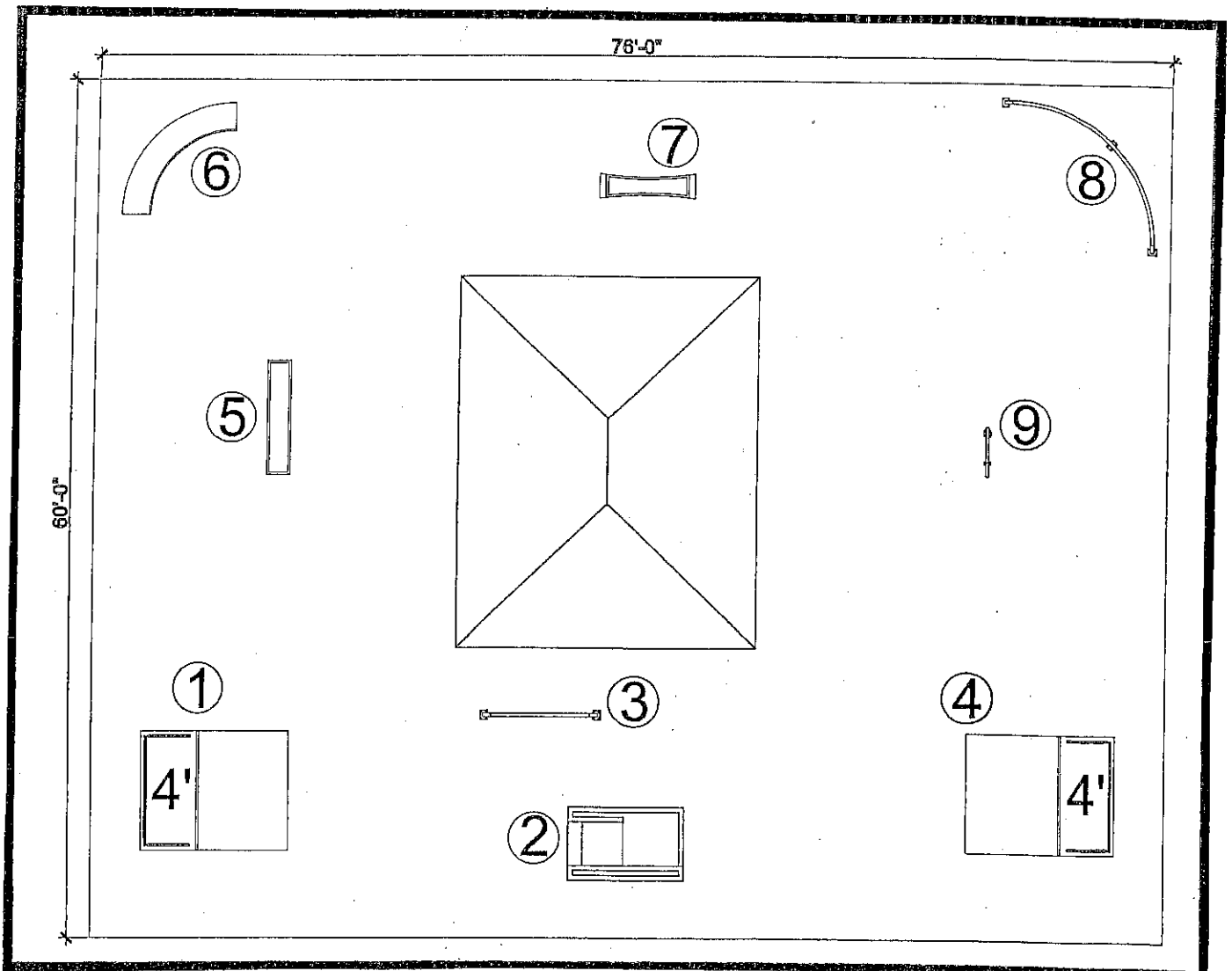
Note any debris in skate park, including leaves, dirt, rocks, or other foreign objects. _____

Miscellaneous

Is the Rules Signage intact or damaged? _____
Note any problems with drainage. _____
Note any damage to pavilion or post pads. _____
Note any other damage due to vandalism, storms, etc. Are any graffiti or stickers on ramps?

Recommendations and Actions Required

No repairs needed _____
Debris Found and Cleaned Up _____
Minor or Semi-Critical Repairs Needed Within the Week _____
Immediate Repairs Needed (Close Park Until Fixed) _____
Signature of Inspector _____
Date Signed _____



SKATEPARK INSPECTIONS

Performing regularly scheduled maintenance is critical to the success of your skatepark, and necessary to keep your equipment safe and the warranty valid (please refer to the warranty on page 12). Inspections should be performed weekly by park personnel, documented on the form provided by Spohn Ranch, Inc., and kept on file. If your town doesn't have the manpower to perform regular inspections, please contact Spohn Ranch to discuss options.

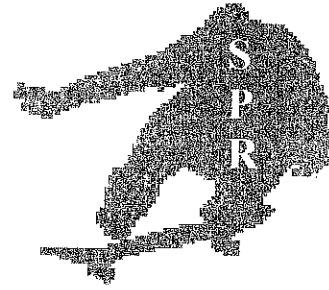
What to Look For:

- Inspect grout lines between modules for cracking, shifting, or breaking. Minor cracking in the grout is normal, gaps wider than 1/8" should be addressed promptly.
- Inspect the skatepark equipment, hand railings (if applicable), grind rail anchor bolts, and coping welds.
- Inspect the slab for any cracks, holes, settling or malformations. Minor cracking of poured in place concrete is normal and will happen over time. Cracks wider than 1/8" should be addressed promptly. If not, they may grow, especially where winter climates are experienced.
- Inspect the overall site for safety concerns such as standing water, debris, leaves, dirt, etc. Trip hazards should be addressed immediately.
- Inspect the fencing (if applicable) for any damage to the posts, chain link, locks, or security devices.
- Inspect the lighting for any burned out, malfunctioning, or misdirected bulbs.
- Inspect miscellaneous site items, such as the rules signage, overall drainage, and whether the pay phone is working, if applicable.
- Minor sticker and graffiti removal. If left too long, graffiti cannot be removed without industrial strength alternatives.
- Complete an inspection report, documenting the findings and repair items that need to be addressed.

To assist with this process, Spohn Ranch, Inc. offers a regular inspection service, where factory-certified skatepark installers inspect the equipment on a quarterly basis and provide the client with a follow-up report identifying any issues that need to be addressed. At that time, the client can request a repair quote from Spohn Ranch to perform the necessary work. Please call Spohn Ranch, Inc. to discuss pricing and scheduling options.

SUWANNEE

Parks & Recreation



Live Oak Skate Park at John Hale Park

PARENTAL CONSENT FORM

Decal No. _____

Minor's Name: _____	Date of Birth: _____	
<small>(Anyone under 17 at time of registration)</small>		
Address: _____	Phone: _____	
City: _____	State: _____	Zip: _____
Emergency Contact: _____	Phone: _____	Cell: _____
Medical Alert (if applicable): _____		

PARENTAL CONSENT - Read Before Signing !

PURSUANT TO FLORIDA STATUTE § 316.0085(5)(c), AND IN CONSIDERATION of being allowed to participate in any way at Live Oak Skate Park, I _____, the parent of _____, a minor under 17, acknowledge, appreciate, and agree that:

1. The risk of injury from the activities involved in this program is significant, including the potential for permanent paralysis and death, and while particular rules, equipment, and personal discipline may reduce the risk, the risk of serious injury does exist even when these activities are conducted in accordance with all such rules. These activities are inherently dangerous; and,
2. I knowingly and freely assume all such risks that naturally arise from the inherently dangerous activities of skateboarding, scootering, or in-line skating, both known and unknown, and assume full responsibility for my participation; and,
3. I willingly agree to comply with the stated and customary terms and conditions for participation. If, however, I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and bring such to the immediate attention of Suwannee Parks and Recreation at 386-362-3004.

Upon registering to participate at Live Oak Skate Park, participant will be issued a decal that must be affixed to user's helmet, and helmet must be worn at all times.

I have read this Parental Consent Form. I fully understand its terms. I sign freely and voluntarily. I understand that unless written parental consent is provided to Suwannee Parks and Recreation, my child should NOT skate in the park.

SPOHNCRETE

SPOHNCRETE PRECISION CAST SKATEPARK SYSTEM

MAINTENANCE PROCEDURES

It is not anticipated that SpohnCrete components should require repair at any time but if repairs become necessary for any reason there are only a few simple steps to follow.

1. **Cleaning** – If cleaning becomes necessary, washing with water and a mild detergent is recommended.
 - a. Remove graffiti by gently brushing the surface with a soft bristled brush and a combination of water and solvent until clean. Be careful not to score the polyurethane coating with the brush during this procedure.
 - b. Graffiti and tagging should be removed as soon as possible as delaying this procedure will increase the difficulty of its removal.
 - c. Avoid using abrasive cleaners unless absolutely necessary. If surface dulls due to cleaning, recoat using Spohn Ranch supplied polyurethane coating.

2. **Patching** – Mechanical chipping and gouges may occur, especially if BMX bikes are also using the ramps.
 - a. Thoroughly clean all surfaces to be patched. Use a solvent if necessary to remove wax.
 - b. Moisten the surface to be patched with water and or a bonding agent.
 - c. Be sure that surface to be patched is left rough to ensure proper bond between surface and new material.
 - d. Surface should be patched with materials found locally at a construction materials supply outlet or from the manufacturer. Be sure they are of a fine material to facilitate feathering of the patch to a smooth finish. (Specifications and technical information are available from Spohn Ranch upon request).
 - e. Sand patch to a smooth finish.
 - f. Recoat as necessary with polyurethane coating as supplied by Spohn Ranch.

3. **Re-Coating** – As an option, surfaces may be coated with a two-part polyurethane coating. Occasional touch-up of the surface coating may be required. This material is available from Spohn Ranch.
 - a. Surface must be cleaned thoroughly. It is especially important to remove any wax.
 - b. Surfaces to be recoated should be lightly sanded.
 - c. Larger areas should be primed with the recommended two-part primer if coating a bare concrete surface.

- d. Smaller areas may be coated directly with the two-part coating. Mixing instructions will be located on the container. The coating may be applied by a brush or a roller.
- e. Additional coating information can be obtained from Spohn Ranch upon request.

4. Footing Repair/ Replacement – The footings of SpohnCrete components should not require repair under normal circumstances. If required, the procedures are as follows.

- a. Clean the surface where grouting material is to be placed making sure to remove any oil or other foreign substances that may be left on the surface.
- b. Mix a reasonable amount of the grouting mixture (enough to fill the damaged area) and proceed to pack and fill the area using a trowel or similar apparatus.
- c. Continue this process until area is satisfactorily filled and smooth over with trowel.

5. Removal Procedures for Component Relocation – If your SpohnCrete components require relocation/ reinstallation, please contact Spohn Ranch, Inc. to discuss the procedures. There are a few additional details to keep in mind if components are to be relocated.

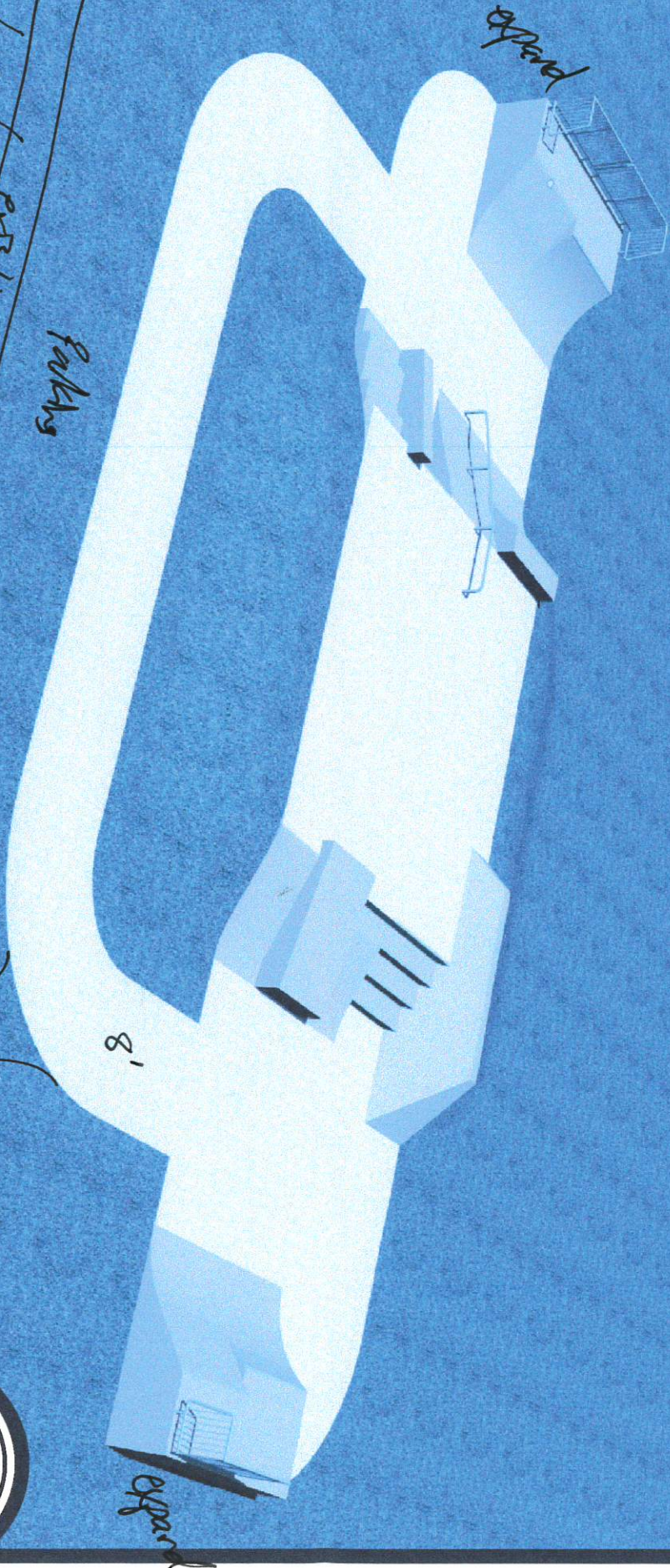
- a. The lifting anchors required during the original installation were filled, smoothed and painted. The first procedure requires that these areas be chiseled out thereby freeing the anchor for lifting.
- b. This will require a set of 'Swift Lift' Lifting Eyes for the relocation procedure. These lifting eyes can be obtained by either loan or purchase through Spohn Ranch.
- c. Depending on site conditions, a 40-90 ton crane should be utilized for these operations.
- d. The components have been placed on a grout bed that has bonded to both the underside of the components and the surface of the footing foundation. This bond must be broken before components are lifted. Using a crowbar, chisels etc. break out this bond. It is not necessary to break out the entire area around the perimeter of the ramp but enough to release the component.
- e. Remove any residual grouting material from underside of component to ensure a proper reinstallation.
- f. Saw cut all grouted joints and welded copings.
- g. Using the crane lift the components at a slight angle to avoid damage to adjacent components. Note that if the components do not release under the tension produced by the crane the bond has not yet been broken. Repeat the prior step.
- h. Proceed with relocation/ reinstallation using the General Installation Procedures found in the first section of these documents.

6. Maintenance Schedule – SpohnCrete components are essentially maintenance free. There are some procedures that can be done depending on the amount of use the ramps receive.

- a. The optional surface coating may be recoated 3-4 years after installation depending upon the aesthetic condition, though this is not required. The surface is designed to stand up to climatic conditions whether the surface is coated or not.
- b. The guardrails may require periodic touchups with Galvicon paint if the galvanized coating is vandalized.
- c. Inspect concrete surface for signs of chipping, gouging or holes as may occur in the case of abuse or vandalism. Repair as per above patching instructions.
- d. Check for weld breaks or damage to steel – dents, holes, cuts etc. and repair.
- e. Depending on the type and amount of use the park receives (i.e. BMX), the frequency of inspections may need to be increased.

7. **Fastening Specifications for Safety Rails** – Safety rails are normally casted directly into the surface of the ramps while at the factory and therefore will not require refastening or tightening after a ramp has been installed. In some cases safety rails will be grouted in place on site during the initial installation, these rails will also not require tightening/ refastening under normal circumstances.

SPOHN SUCRETE



08-22233-BP-1SC
 3448 SF
 BLISS PRODUCTS
 APRIL 27, 2009

Live Oak, FL

SPOHN RANCH - 15131 CLARK AVE., CITY OF INDUSTRY, CA 91745 - P: 626-330-5803 - F: 626-330-5103 - WWW.SPOHNRANCH.COM



IN
existing sidewalk
Falks
SHAS DRIVE



LIVE OAK, FL
SKATEPARK PROPOSAL – 09-2233-BP-3SCTK

SPOHNCRETE

SPOHNCRETE SKATEPARK CONSTRUCTION AND INSTALLATION

\$ 101,978.80

INCLUDES:

- o Precision-cast concrete skate elements, as shown
- o Stainless steel edge protection
- o Shipping and Handling
- o Factory-Certified Installation
 - Obstacle Placement
 - Welding, grouting, and finishing
- o Concrete flatwork (4-6" thick) ~3448 SF total
 - Concrete footer slabs
 - Finished concrete floor slab
 - Finished concrete deck slabs

~~57,000~~
~~158,978.80~~

CLIENT PROVIDES / PROVIDED BY OTHERS:

- Site Security
- Site map, with roads and access routes marked in detail for crane
- Protection of underground utilities in the area of the slab
- All earthwork including grading, compaction, backfill, and berming

EXCLUDES:

- Price does not include taxes, prevailing wage, or bonding of any kind
- Price does not include any purchasing contract fees
- Price does not include any engineering, permitting, surveying, or testing services
- Price does not include optional surface treatments (granite, brick, tint, etc.)
- Price does not include grubbing, fill, landscaping, or drainage

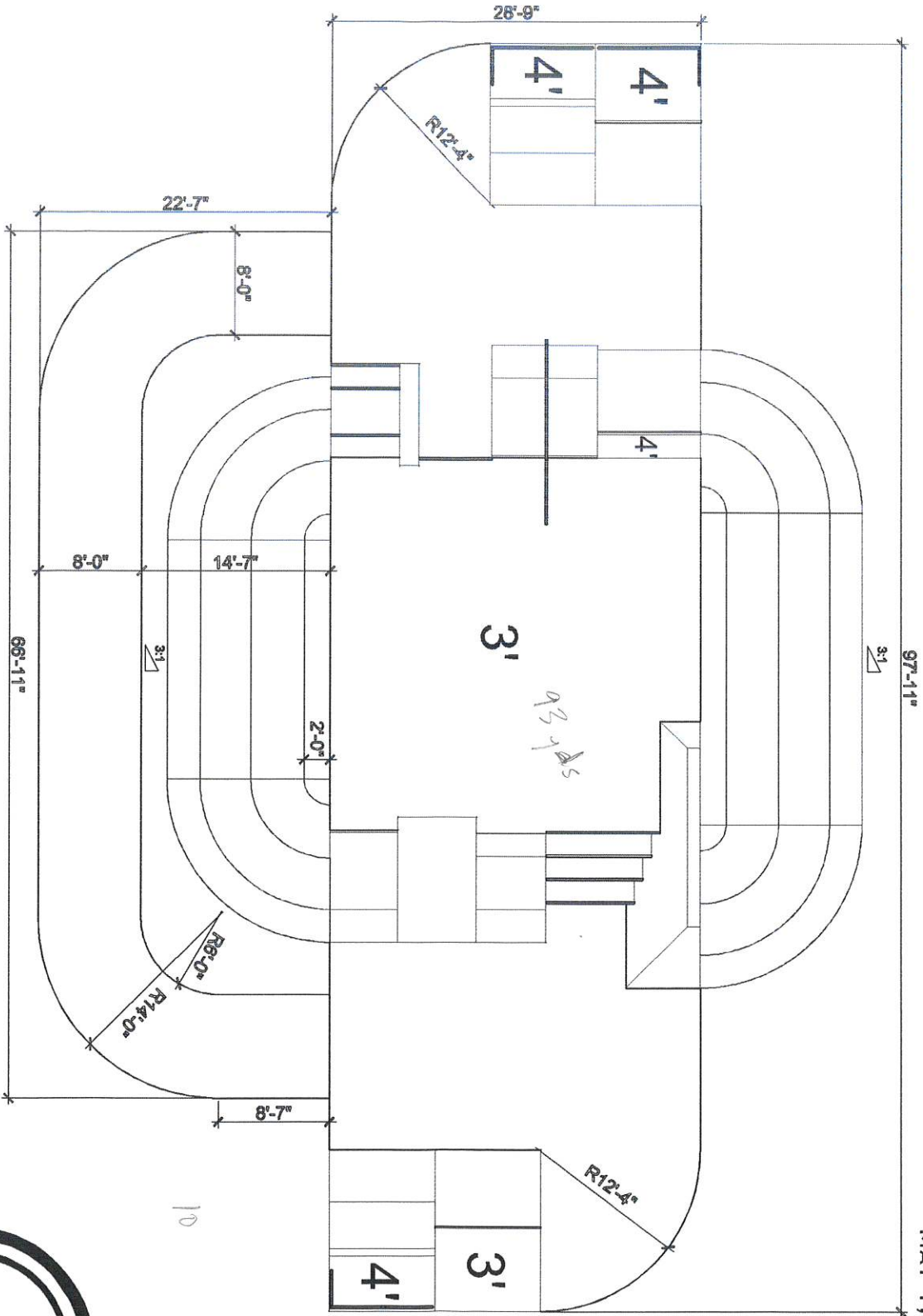
TERMS:

- Initial delivery date from time of order—approximately 10-12 weeks
- Payment Schedule: 40% upon order, 60% within 10 days of completion

PROPOSAL VALID FOR 10 DAYS FROM 4.27.09

PROPOSAL SUBJECT TO ATTACHED TERMS AND CONDITIONS

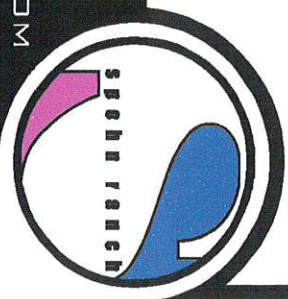
SPOHN RANCH



08-2233-BP-1SD
3,448 SF
BLISS PRODUCTS
MAY 1, 2009

Live Oak, FL

SPOHN RANCH, INC. - P. 626-330-5803 - F. 626-330-5503 - SPOHNRANCH.COM



File Attachments for Item:

8. Mr. Zack Paulk, Columbia County Quarterback Club President, uniforms and equipment sponsorship request.



Columbia County Quarterback Club
Columbiatigers.com
tigerprideads@yahoo.com
Post Office Box 147
LAKE CITY, FL 32056

Dear Club Member,

The Fighting Tigers are back, preparation for the 2022 Tiger football season is in full swing. We are very proud of our boys and their accomplishments. 2021 was a challenging year on and off the field. We had a Head Coaching change right before the season started along with several assistant coaches and our kids did a phenomenal job of adjusting to the new leadership and extending the season into the playoffs. Coach Jackson has really set the bar high this year for our players and they are responding in a positive way. Therefore, we are trying to implement new ideas and projects into the program to keep our players motivated and engaged. Therefore, we need help from our community partners to help us achieve these goals and objectives. The first project that we feel that will get the most excitement from our players is to implement new uniforms and helmets. We are trying to purchase 60 helmets that will help keep our kids safe and improve concussion protocols. These uniforms will be utilized in BIG games to give our kids a boost in morale and in some playoff games. We are expecting to have more than 100 kids this year playing football between Varsity and JV but when entering the playoffs, we are only allowed to dress out 60 on the roster. The estimated cost for the new outfits will be \$30k. We would like for someone in the community to become the Tiger Corporate Uniform Sponsor (payment options) for this initiative and receive all the accolades and incentives that will come with it. We also have the option to split the cost between various companies within the community.

It's the club's goal to provide the necessary tools, supplies, and funds it takes to support our young athletes.

Thank You again for your continued support of Tiger Football. GO TIGERS!!!

2022 Business Memberships

Tiger Corporate Uniform Sponsor: \$30,000.00

- Exclusive Scoreboard signage
- 2 customized football helmets (Purple and Gold) signed by coaching staff
- Includes a full-page advertisement in Football Program ad dimension 8.5 X 11 with .25 bleed
- Stadium Banner
- Advertising plug at home games over PA system (Game will be dedicated each time uniforms utilized)
- 10 Reserved season tickets (5 years)
- Marked and Reserved parking place (5 years)
- Advertising on our website columbiatigers.com

Purple & Gold Uniform Sponsor: \$5000.00

- Customized football helmet signed by coaching staff
- Includes a full-page advertisement in Football Program ad dimension 8.5 X 11 with .25 bleed
- Stadium Banner
- Advertising plug at home games over PA system
- 4 Reserved season tickets (2 years)

- Marked and Reserved parking place(2 years)
- Advertising on our website columbiatigers.com

Contact Kim Stephens tigerprideads@yahoo.com for further details.

All ads go to attention: Kim Stephens - tigerprideads@yahoo.com

ALL ADS MUST BE IN DIGITAL PRINT READY FORMAT OR THERE WILL BE A DESIGN CHARGE OF \$45

President- Zack Paulk Secretary- Beth Harris Treasurer-Kim Stephens

PRINT READY AD MUST BE IN BEFORE 07/01/2022 OR YOU WILL NOT BE IN THE FIRST EDITION PRINT

Corporate Sponsorship

Tiger Corporate Uniform Sponsor _____

Purple & Gold Sponsor _____

Business name _____

Contact name _____

Email _____

Phone number _____

Amount paid _____

Special instructions _____

File Attachments for Item:

11. Discussion and Possible Action - Planning and Zoning Board (Mayor Stephen Witt)

Application received on 2-11-2022 via email from Sean McMahon.

Application received on 2-15-2022 via email from Ann McKellum.

Application received on 2-17-2022 via email from Keith Hatcher.

Note: If applicants are considered for appointment, council will need to determine what office designation to fill. Listed below are the two vacancies:

Unexpired one (1) year term of Daniel Adel that is set to expire on October 31, 2022.

Three (3) year (vacant) term that is set to expire on October 31, 2024.

**CITY OF LAKE CITY, FLORIDA
CITY BOARD/COMMITTEE APPLICATION**

Dear Applicant:

Thank you for your interest in serving the City of Lake City as a member of a "Citizen" board or committee. We appreciate your willingness to help our elected and appointed officials shape the future of Lake City.

Please note, the City of Lake City is subject to FS 119, therefore this application is subject to disclosure absent any applicable exemptions.

Sean	McMahon	H
487 SE Melrose Way		
Lake City	FL	32025
(386) 719-0436		sean.howard.mcmahon@gmail.com

The following list compiles the active Boards and Committees of the City. Membership is limited to only one board. Please indicate your preference by marking which Board(s) or Committee(s) you would like to serve:

- Beautification Advisory Committee _____
- Community Redevelopment Advisory Committee _____
- Utility Advisory Committee _____

- Planning and Zoning Board XXX_____
- Board of Trustees – Municipal Firefighters Pension Trust Fund _____
- Board of Trustees – General City Employees Retirement Plan _____
- Board of Trustees – Lake City Municipal Police Officers Retirement Trust Fund _____

- Charter Review _____

- Other: _____

Please indicate any certifications, skills, or experience that you feel will benefit the City through your service on a Board or Committee.

_____As a longtime board member with the historical museum I am passionate about preserving the heritage of the city. At the same time I am interested in smart, sustainable growth for the future. I have a strong background in research and data analysis. I can quickly get

acquainted with the City's Land Development Regulations. I am a diligent solo worker but I also work well in cooperative groups.

While not required, please feel free to attach a resume to this application.

CITY OF LAKE CITY, FLORIDA
CITY BOARD/COMMITTEE APPLICATION

Dear Applicant:

Thank you for your interest in serving the City of Lake City as a member of a "Citizen" board or committee. We appreciate your willingness to help our elected and appointed officials shape the future of Lake City.

Please note, the City of Lake City is subject to FS 119, therefore this application is subject to disclosure absent any applicable exemptions.

Mary	McKellum	M.
First Name	Last Name	Middle Initial

480 NW Gibson Lane

Home Address

Lake City	Florida	32055
City	State	Zip

386 7529785 work	904 635 2021	marymckellum@yahoo.com
Phone Number	Cell#	Email

The following list compiles the active Boards and Committees of the City. Membership is limited to only one board. Please indicate your preference by marking which Board(s) or Committee(s) you would like to serve:

Beautification Advisory Committee _____
Community Redevelopment Advisory Committee _____
Utility Advisory Committee _____

Planning and Zoning Board **X**
Board of Trustees – Municipal Firefighters Pension Trust Fund _____
Board of Trustees – General City Employees Retirement Plan _____
Board of Trustees – Lake City Municipal Police Officers Retirement Trust Fund _____

Charter Review _____

Other: _____

Please indicate any certifications, skills, or experience that you feel will benefit the City through your service on a Board or Committee.

 I am the Co-Founder of the Grater Lake City CDC serving as the Administrative Assistant also, I am the Coordinator of the Young Women of Excellence Mentorship Program, I am the owner of the

Uniquely "U" Beauty Salon. I am a member of the Souls' Harbor Church of God in Christ. I live in the city limits of Lake City, FL. My husband is Lester McKellum together we have nine children, 13 grand 10 great grand's. I was born in Nassau County FL. Graduated from Fernandina Beach High school class of 1971, attended Gulf Coast and Tom P. Haney County Collage in Panama City, FL I attend the City Council meetings regularly and I care about what goes on in our community.

If you need any more information, please reach out to me.

Thank you, Mary M. McKellum

While not required, please feel free to attach a resume to this application.

February 17, 2022

Honorable Stephen M. Witt, Mayor
Office of the Mayor
205 N. Marion Avenue
Lake City FL 32055
(386) 719-5756

VIA EMAIL: sikesa@lcfla.com
sovam@lcfla.com

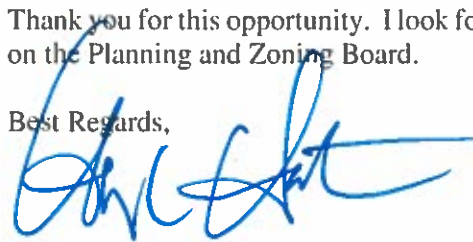
Dear Mayor Witt,

It is with great humility that I submit this application to serve on the Planning and Zoning Board for the City of Lake City. When David Young was still serving as the city's growth manager, he mentioned needing a representative of the school district on this board late last year. I attended last Tuesday's meeting and learned that the Planning and Zoning Board is presently running with 3 of its 7 seats unfilled. As an employee of the School Board for the past 36 years, I believe that it is in the spirit of our community's comprehensive plan to allow for the highest degree of intergovernmental coordination so that we can avoid unwanted conditions. I bring with me an understanding of the intricacies of local government, and a proven ability to work within those intricacies.

I am aware that in Chapter 2, Article III, Section 2-82, membership on this board requires that a member be the resident of the city. In preparing this letter, I researched the definition of "residency" and found that employment with the city in most executive positions requires only that a person be the resident of Columbia County (Chapter 70, Article I, Section 70-2). While I do not reside within the city limits, I do have a Lake City address which would seem to satisfy this requirement absent any other language that would stipulate residing within the confines of the city limits. If such a strict interpretation is taken in considering my application, it is also within the full prevue of the City Council in Chapter 2, Article III, Section 2-89 to "amend, supplement, change, or repeal any portion of this article".

Thank you for this opportunity. I look forward to the possibility of working with you and other city officials on the Planning and Zoning Board.

Best Regards,



Keith L. Hatcher

**CITY OF LAKE CITY, FLORIDA
CITY BOARD/COMMITTEE APPLICATION**

Dear Applicant:

Thank you for your interest in serving the City of Lake City as a member of a "Citizen" board or committee. We appreciate your willingness to help our elected and appointed officials shape the future of Lake City.

Please note, the City of Lake City is subject to FS 119, therefore this application is subject to disclosure absent any applicable exemptions.

<u>Keith</u> First Name	<u>Hatcher</u> Last Name	<u>L.</u> Middle Initial
<u>724 SW Sherlock Terrace</u> Home Address		
<u>Lake City</u> City	<u>Florida</u> State	<u>32024</u> Zip
<u>386-365-8742</u> Phone Number	<u>SAME</u> Cell#	<u>hatcherk@columbiak12.com</u> Email

The following list compiles the active Boards and Committees of the City. Membership is limited to only one board. Please indicate your preference by marking which Board(s) or Committee(s) you would like to serve:

- Beautification Advisory Committee _____
- Community Redevelopment Advisory Committee _____
- Utility Advisory Committee _____
- Planning and Zoning Board X
- Board of Trustees – Municipal Firefighters Pension Trust Fund _____
- Board of Trustees – General City Employees Retirement Plan _____
- Board of Trustees – Lake City Municipal Police Officers Retirement Trust Fund _____
- Charter Review _____

Other: _____

Please indicate any certifications, skills, or experience that you feel will benefit the City through your service on a Board or Committee.

I have been a resident of Columbia County and have been employed by the Columbia County School Board for the past 36 years, fifteen of those within the city limits of Lake City. During that time, I have served the community as a teacher, assistant principal, principal, and as a director at the county level. I have served on boards and associations on the local, regional and state levels, and have a deep passion for serving the public and for our community. I have attached a resume' and a cover letter to this application and I appreciate the consideration of the City Council for this appointment.

While not required, please feel free to attach a resume to this application.

Keith L. Hatcher

724 SW Sherlock Terrace
Lake City, FL 32024
CELL: (386) 365-8742
hatcher1982@gmail.com

OBJECTIVE

My desire is to utilize my experience and expertise in risk management, human resources, and public education to be a catalyst for change and growth in and for educational, governmental, and/or corporate organizations.

EXPERIENCE

My multi-faceted career has given me a myriad tasks that will be beneficial in the commercial, industrial, governmental or educational fields. During all of my administrative appointments, I have performed within the parameters of two (2) collective bargaining agreements (instructional, and non-instructional) and have never had a successful grievance filed against me. I have, furthermore, conducted dozens of internal investigations, none of which have ever been successfully litigated.

Founder and CEO of KALM Grove Enterprises, LLC, (dba Gatekeeper Consulting and Pecan Pond Publications)

- √ Educational consultation
- √ Educational publications.

Director of Purchasing and Risk Management (2016-Present)

- √ Represent the School District during mediations regarding lawsuits;
- √ Thoroughly conducted over 40 internal investigations involving students, faculty and staff members, none of which have been successfully litigated;
- √ Participate in the bidding and selection process of the District's health insurance program;
- √ Review worker, student, and visitor injury claims and recommended mitigation to prevent similar injuries;
- √ Work with other risk managers, insurance companies, and attorneys to manage lawsuits and promote safety;
- √ Work as one of the chief advisors to the Superintendent and Assistant Superintendents regarding both collective bargaining agreements;
- √ Work closely with the School Board Attorney in resolving conflicts and issues in the hiring, discipline, and termination of personnel;
- √ Write and assist in the administration of hundreds of construction and service contracts;
- √ Field dozens of daily calls from administrators, faculty, and staff asking for advice on policy, contract, and legal issues;

- √ Fulfill the purchasing responsibilities for a budget of \$93 million and a 1400 member workforce serving over 10,000 students.
- √ Attend all school board meetings and serve, along with the administrative secretary, as monitor of Board activities for the meeting minutes.
- √ Serve as the custodian of public records for the School District.

Director of Adult Education, Truancy and Charter Schools (2013-2016)

- √ Assisted adult students in reaching their academic and career goals using techniques that work best for adult learners, which is critical in any employee training program;
- √ Stayed informed of changing trends in charter school legislation and applied them appropriately with the charter schools in our district;
- √ Became well-versed in truancy law and represented the District in Circuit Court.
- √ Was the representative of the District in student expulsion cases.

Principal, Fort White High School, Fort White, Florida (1999-2013)

- √ Oversaw the opening of the new Fort White High School including the assembling of the faculty, setting of the curriculum, and the ordering of materials, supplies and fixtures.
- √ Directly supervised over 110 employees.
- √ Hired, discipline, and terminated employees in the best interest of the 1200 students served. During my tenure, I never had a disciplinary action or termination overturned;
- √ Led the school to its only two "B" designations;
- √ Led the opening of the adjacent middle school facility;
- √ Supervised the operation of athletic teams on the Middle School, Junior Varsity, and Varsity levels.

Assistant Principal, Columbia High School, Lake City, Florida (1994-1999).

- √ Serviced as quasi- co-principal at a separate campus with another assistant principal;
- √ Managed facilities and boy's discipline;
- √ Started and supervised the District's first Alternative School, New Directions Alternative School;
- √ Revised the District's disciplinary grid and reworked the disciplinary referral form;
- √ Digitized the master student schedule;
- √ Diligently worked to beautify and organize the campus;
- √ Compiled legislative reports for the District while the legislature was in session;
- √ Served on School Advisory Council.

Teacher, Lake City Junior High School, Columbia High School (1986-1994)

- √ During eight years of teaching, taught grades 7-12 social studies including history, civics, economics, government, and geography;

- √ Selected District Social Studies Teacher of the year, 1990;
- √ Sponsored Fellowship of Christian Athletes;
- √ Served as Junior High School Baseball Coach in the program's inaugural year;
- √ Served as Freshman Class Sponsor;
- √ Started the baseball card club;
- √ Served on Curriculum Improvement Committee

EDUCATION

Master of Education Degree, Educational Leadership, University of Florida, Gainesville, Florida (1993).

Bachelor of Science in Education Degree, Social Studies Education, Valdosta State University. Valdosta, Georgia (1986)

AFFILIATIONS

State

- Florida Association of School Administrators (1994- Present)
 - Legislative Committee (2017-Present)
- Florida Education Risk Management Association (2016-Present)
- Florida Emergency Preparedness Association (2019-Present)
- Florida Association of School Resource Officers Board of Directors (2016-2018)
- Florida Association of Charter School Authorizers (2013-2016)
- Florida Sheriff's Association (Honorary)

Regional

- North East Florida Education Consortium Risk Management Advisory Committee (2016-Present)
 - Vice Chairman (2019-Present)
- Third Judicial Circuit Juvenile Justice Advisory Board (2013-2016)
- Suwannee Valley Transportation Disadvantaged Advisory Board (2013-2016)

Local

- Columbia County Emergency Management Advisory Committee (2016- Present)
- Columbia County Tobacco Free Partnership (2013-2016)
- Columbia County School Health Advisory Council (2013-2016)

CERTIFICATIONS/TRAINING

Florida Educator Certification: School Principal, Educational Leadership, Social Studies (grades 6-12)

Georgia Educator Certificate of Eligibility, Educational Leadership

Certified School Risk Manager, The National Alliance for Insurance Education & Research (Anticipated)

Reid Technique of Interviewing and Interrogation

Logged over 120 hours of training with the Florida Association of School Resource Officers.

SKILLS

- Conducted nearly 40 internal investigations since 2016
- Expert at data acquisition and analysis
- Fantastic Communicator both written and oral
- Accomplished in organizing, planning, and prioritizing
- Promoter of Teamwork
- Critical Thinker
- Skilled Writer
- Flexible
- Proven Leader
- Effective Manager
- Excellent Computer Skills
- Problem Solver

REFERENCES

Terry L. Huddleston
Principal, Branford High
405 N. Reynolds Street
Branford, FL 32008
386-365-8298

Guy W. Norris
Norris & Norris Attorneys
253 NW Main Blvd.
Lake City, FL 32055
386-984-7713

Mike Null
Dir. of Purchasing (Ret.)
1249 Ridge Street
Lake City, FL 32025
386-344-0305

Edward Carter
775 SW Jim Ward St.
Lake City, FL 32024
386-538-6826

Nancy A. Blastic
Broussard, Cullen & Blastic, Attys.
800 N. Magnolia Ave., Suite 1301
Orlando, FL 32803
407-649-8717

Hon. Fredrick Koberlein, Sr.
Circuit 3 Judge (Ret.)
Koberlein Law Offices
855 SW Baya Drive
Lake City, FL 32025
386-269-9802

File Attachments for Item:

13. Discussion and Possible Action - Determine if City is moving forward with the Bell Street Wastewater Improvements Project and 5A Water Main Project and if so, how to fund both task assignments. Both projects were approved by City Council on October 18, 2021 via City Council Resolution No. 2021-149 and City Council Resolution No. 2021-150. At the time of approval funding was not identified. (Interim City Manager Paul Dyal)

MEETING DATE
February 22, 2022

CITY OF LAKE CITY

Report to Council

COUNCIL AGENDA	
SECTION	
ITEM NO.	

SUBJECT: Bell Road Wastewater Improvements Project Funding Source/Scope and Fee

DEPT / OFFICE: Utility Administration

Originator: Paul Dyal		
Interim City Manager Paul Dyal	Department Director Paul Dyal	Date 02-06-2022
Recommended Action: City Council consideration to move forward with the Bell Road Projects and to approve the funding for the scope and fee submitted by Jones Edmunds for \$403,000.00.		
Summary Explanation & Background:		
<p>During the July 21, 2021 Utility Advisory Committee Meeting, Jamie Bell, an Engineer for Jones Edmunds, gave a project presentation to the committee. The presentation was for a six (6)-stage approach to enhance and fix wastewater capacity and piping safety issues from Bell Road to the St. Margarets Wastewater Treatment Facility (WWTF). The City hired Jones Edmunds to conduct a wastewater capacity analysis of the wastewater collection system from Bell Road to the St. Margaret’s WWTF. The wastewater capacity analysis included the preliminary development of a Citywide wastewater model, field data collection for model development and calibration, flow monitoring of the gravity collection system, and wastewater demand projections for the Bell Road-St. Margaret’s corridor over a 20-year planning horizon. Modeling efforts identified 6 potential improvement projects needed to meet the full 20-year demand.</p> <p>The Bell Road Wastewater Improvements Project is the design and permitting of 4/6 identified projects that fall predominantly within City limits; Columbia County has agreed to pursue the two northern projects that fall primarily outside of City limits and the County Commission has committed \$1.5 million to those projects. The four Lake City projects include the Washington Street Force Main, Youngs Park Lift Station, Youngs Park Lift Station Force Main, and the Kicklighter WRF/St. Margarets WWTF Flow Optimization. Jones Edmunds reached out to subcontractors for survey and geotechnical investigation for quotes, and prepared a scope and fee for professional services through construction.</p> <p>Grants can be applied for that could potentially cover funding for the engineering. However, it would be advantageous to have the engineering done and paid for before applying for grant funding to cover the actual construction. Grant awards are more favorably approved if a project is already shovel ready and permitted.</p>		
Alternatives: Not to move forward with the project.		
Source of Funds: To Be Determined		
Financial Impact: \$403,000.00		
Exhibits Attached: 1) Jones Edmunds Scope and Fee		

CITY COUNCIL RESOLUTION NO. 2021-149

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AUTHORIZING THE EXECUTION OF TASK ASSIGNMENT NUMBER EIGHT TO THE CONTINUING CONTRACT WITH JONES EDMUNDS & ASSOCIATES, INC., FOR PROFESSIONAL SERVICES AND ASSISTANCE WITH FOUR (4) WASTEWATER IMPROVEMENT PROJECTS; PROVIDING FOR THE PAYMENT FOR THE PROFESSIONAL SERVICES AND ASSISTANCE AT A NOT TO EXCEED COST OF \$403,000.00; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Lake City, Florida (hereinafter the "City") entered into a Continuing Contract for Professional Services (hereinafter the "Continuing Contract"), with Jones Edmunds & Associates, Inc. (hereinafter "Jones Edmunds") as authorized by City Council Resolution No. 2019-024 with respect to certain studies, planning, design and construction of improvements to the City water system, wastewater system, reuse water, stormwater systems, gas system, Lake City Gateway Airport, City recreational facilities, City Hall, City safety facilities and streets (herein collectively the "City Projects"); and

WHEREAS, the Continuing Contract provides that Jones Edmunds shall perform services to the City only when requested and authorized in writing by the City and that each request for services shall be for a specific project, with the scope of the work to be performed by and compensation to be paid to Jones Edmunds for each separate project and be defined by and embodied in a separate Task Assignment; and

WHEREAS, the City desires to enter into Task Assignment Number Eight with Jones Edmunds and receive assistance with four (4) wastewater improvement projects pursuant to the terms and conditions of Task Assignment Number Eight, a copy of which is attached hereto as "Exhibit A" and made a part of this resolution ("Task Assignment Number Eight"), and in compliance with the Continuing Contract; and

WHEREAS, the four (4) wastewater improvement projects are identified as, (i) the NW Washington Street Force Main, (ii) the Youngs Park Lift Station, (iii) the Youngs Park Force Main, and (iv) the Kicklighter and St. Margarets Flow Optimization, each of which are more particularly described within the Task Assignment Number Eight.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AS FOLLOWS:

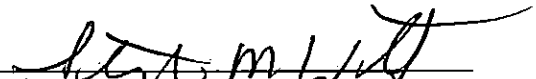
Section 1. The above recitals are all true and accurate and are incorporated herein and made a part of this resolution.

Section 2. The City is hereby authorized to execute Task Assignment Number Eight with Jones Edmunds for the Additional Services.

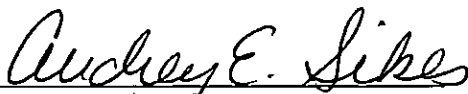
Section 3. The City Manager and City Attorney are authorized to make such reasonable changes and modifications to Task Assignment Number Eight as may be deemed necessary to be in the best interest of the City and its citizens. The Mayor is authorized and directed to execute and deliver Task Assignment Number Eight in the name and on behalf of the City, with such changes, amendments, modifications, omissions, and additions made by the City Manager and City Attorney, if any. Execution by the Mayor and Jones Edmunds shall be deemed to be conclusive evidence of approval of such changes, amendments, modifications, omissions, and additions if any.

PASSED AND ADOPTED at a meeting of the City Council this 18th day of October 2021.

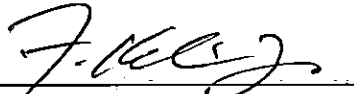
CITY OF LAKE CITY, FLORIDA

By: 
Stephen M. Witt, Mayor

ATTEST:

By: 
Audrey E. Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

By: 
Frederick L. Koberlein, Jr.,
City Attorney

TASK ASSIGNMENT EIGHT TO THE CONTINUING CONTRACT BETWEEN THE CITY OF LAKE CITY, FLORIDA, AND JONES, EDMUNDS & ASSOCIATES, INC., FOR PROFESSIONAL SERVICES ASSISTING THE CITY WITH FOUR (4) WASTEWATER IMPROVEMENT PROJECTS.

THIS TASK ASSIGNMENT NUMBER EIGHT is made and entered into this 18th day of October, 2021, by and between the CITY OF LAKE CITY, FLORIDA, a municipal corporation, located at 205 North Marion Avenue, Lake City, Florida 32055 (herein referred to as "City") and JONES, EDMUNDS & ASSOCIATES, INC., a Florida limited liability company, having a mailing address of 730 NE Waldo Road, Gainesville, Florida 32641 (herein referred to as "Consultant" and "Contractor")

RECITALS

A. City and Consultant have heretofore entered into a Continuing Contract during March 2019, for professional consulting services as authorized by City Council Resolution No. 2019-024 (the "Continuing Contract").

B. The Continuing Contract provides that Consultant shall perform services to the City only when requested and authorized in writing by City and that each request for services shall be for a specific project, with the scope of the work to be performed by and compensation to be paid to Consultant for each separate project and be defined by and embodied

in a separate Task Assignment.

C. The City is in need of additional assistance to complete four (4) wastewater improvement projects that are identified as the NW Washington Street Force Main, the Youngs Park Lift Station, the Youngs Park Force Main, and the Kicklighter and St. Margarets Flow Optimization (hereinafter the "Wastewater Improvement Project"); and

D. The City desires to enter into Task Assignment Eight with Consultant for its assistance in the Wastewater Improvement Project pursuant to the terms and conditions contained in Consultant's proposed Scope of Services (hereinafter "Consultant's Scope"), a copy of which is attached hereto as "Exhibit A".

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. **RECITALS**: The above recitals are all true and accurate and are incorporated herein and made a part of Task Assignment Eight.

2. **PROJECT**: The City hereby engages Consultant and Consultant agrees to furnish to the City the services and work as set forth in the Consultant's Scope, attached hereto, within the scheduled timeframe shown in

the section titled "Schedule" of the Consultant's Scope. A Notice to Proceed shall be required for each of the seven (7) tasks identified in the Consultant's Scope. City shall be under no obligation to proceed with any of the tasks.

3. **COMPENSATION TO CONSULTANT:** City shall pay Consultant a fee for each of the seven (7) tasks identified in the Consultant's Scope as each task is completed for a total projected cost not to exceed \$403,000.00.

4. **PROVISIONS OF CONTINUING CONTRACT:** The terms, provisions, conditions, obligations, and requirements of the Continuing Contract are incorporated in to, and made a part of, this Task Assignment and shall be binding on, and complied with by, Consultant.

5. **ATTORNEYS' FEES AND COSTS.** In the event of breach by either party of the Continuing Contract or Task Assignment, the breaching party shall be liable for and agrees to pay, all costs and expenses incurred in the enforcement of this Continuing Contract or Task Assignment Eight, including reasonable attorneys' fees.

6. **ENTIRE AGREEMENT.** This Task Assignment Eight and the Continuing Contract constitute the entire agreement (or "Contract") between the City and Consultant and supersedes all prior written or oral understandings with respect to the project. Should any of the provisions of this Task Assignment and the Continuing Contract conflict with the

provisions of the attachments hereto, the provisions of this Task Assignment and the Continuing Contract shall control. This Task Assignment Eight may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

7. **PARTIES BOUND**. This Task Assignment Number Eight shall be binding upon and shall inure to the benefit of the City and Consultant, their successors and assigns.

8. **E-VERIFY**. As a condition precedent to entering into this Contract, and in compliance with Section 448.095, Fla. Stat., Contractor and its subcontractors shall, register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021.

a. Contractor shall require each of its subcontractors to provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this Contract.

b. The City, Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions

of this section shall terminate the contract with the person or entity.

c. The City, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but Contractor otherwise complied, shall promptly notify Contractor and Contractor shall immediately terminate the contract with the subcontractor.

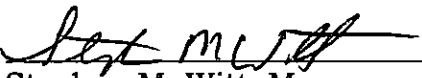
d. A termination of this Contract under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. Contractor acknowledges that upon termination of this Contract by the City for a violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year. Contractor further acknowledges that Contractor is liable for any additional costs incurred by the City as a result of termination of any contract for a violation of this section.

e. Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the subcontractors to include these clauses in any lower


tier subcontracts. Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

IN WITNESS WHEREOF, the parties hereto have made and executed this Task Assignment Number Eight as of the day and year first above written.


CITY OF LAKE CITY, FLORIDA

By: 
Stephen M. Witt, Mayor

ATTEST:

By: 
Audrey E. Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

By: 
Frederick L. Koberlein, Jr.,
City Attorney

ATTEST:

By: _____
Angela Witt,
Contracts Administrator

**JONES, EDMUNDS & ASSOCIATES,
INC.**

By: _____
Stanley F. Ferreira, Jr.,
Vice President

SCOPE OF SERVICES**City of Lake City Bell Road Wastewater Improvements**

TO: Paul Dyal
Executive Director of Utilities
692 SW Saint Margarets Street
Lake City, Florida 32025

DATE: August 30, 2021

SUBJECT: City of Lake City Bell Road Wastewater Improvements
Jones Edmunds Proposal/Opportunity No. 95110-262-21

PROJECT BACKGROUND

Columbia County is promoting economic development north of the City of Lake City in an area currently served by the City's utility system. The City has wastewater treatment capacity for the planned and proposed projects but must convey the wastewater flows through an older network of force mains (FMs) and gravity mains (GMs). The City hired Jones Edmunds to conduct the Bell Road Wastewater Capacity Analysis Study (Study) to review the existing collection system's capacity and provides recommendations for infrastructure improvements to allow wastewater flows to be conveyed from the development area to the City's wastewater treatment plants. The Study identified six potential wastewater improvement projects that would increase capacity and reduce the risk of sanitary sewer overflows, high water alarms, and/or lag pump-on conditions.

Jones Edmunds is pleased to provide the following scope of services for four of the proposed projects: NW Washington Street FM, Youngs Park Lift Station (LS), Youngs Park LS FM, and Kicklighter/St. Margarets Flow Optimization. The proposed services include surveying, engineering, permitting, and limited construction phase services.

SCOPE OF SERVICES**TASK 1 – PROJECT MANAGEMENT AND KICKOFF MEETING****PROJECT INITIATION AND MANAGEMENT**

Jones Edmunds will set up project financial files and prepare a Project Management Plan (PMP) that will be used throughout the project. The PMP will summarize the City's goals and critical success factors, project schedule, project budgets, communication plan, accounting/invoicing procedures, and project contacts list. Jones Edmunds will monitor project progress (percent complete and schedule) and manage the project in conformance with the PMP to the extent possible throughout the contract.

KICKOFF MEETING WITH CITY PERSONNEL

Jones Edmunds will conduct a virtual kickoff meeting with the City. During the kickoff meeting, the following will be discussed:

- Key issues and confirmation of the City's objectives and expectations related to the project.
- Availability of information to be used in the preliminary engineering services.
- Refine overall project objectives and project schedule.

TASK 2 – PRELIMINARY DESIGN

Jones Edmunds will provide the following preliminary design and engineering services before obtaining the topographic survey and developing the detailed design drawings and specifications. The purpose of this task will be to evaluate the proposed force main route and lift station location based on a site visit and walk-through of the route and to assess the available geographic information system (GIS) data.

This task will include the following:

- **Wetland Delineation and Listed Species Assessment.** Jones Edmunds will delineate jurisdictional wetlands and surface waters along the proposed route and locate key flags using a handheld global positioning system (GPS) unit prior to mobilization of the survey subcontractor. A preliminary wetland and surface water delineation map will be generated and provided to a registered surveyor to locate as part of the topographic survey. This effort will include a listed species assessment.
- **Existing Data Collection and Review.** Review available GIS data such as existing infrastructure geodatabases, County parcel data, recent high-resolution aerial imagery, National Wetland Inventory data, and LIDAR elevation data as available.
- **Site Visit.** Perform a walking site visit of the proposed route to identify potential utility conflicts, assess general site conditions such as traffic and special considerations, visualize potential constructability challenges, and develop recommendations for the side of the road for the pipe and the locations of the proposed lift station and valve vault(s).
- **Develop Preliminary Layout.** Develop 10% preliminary design-level GIS figures of the proposed force main route, indicating the recommended side of the road for the pipeline, and locations of the proposed lift station, valve assemblies, and trenchless installations (either by horizontal directional drill (HDD) or jack and bore). Preliminary design figures will also note any potential easements the City may need to acquire.
- **Model Scenarios and Develop Preliminary Pump Selection.** Gather and evaluate data to develop design wastewater flow rates for hydraulic modeling and pump station sizing. Build upon existing hydraulic models, perform model simulations in Bentley SewerGems to evaluate the pump station and force main sizes, select pumps, and develop a design calculation package summarizing the design criteria, model results, and selected system components.

Once the preliminary figures are developed, Jones Edmunds will host a design review workshop with the City to discuss the model results and proposed improvements before providing the surveyor and geotechnical subconsultant their Notice to Proceed (NTP). Items

discussed and agreed to during the design review workshop will be incorporated into the Final Design.

Deliverables

One electronic PDF copy of the preliminary design figures and the design calculation package, a GIS shapefile of any delineated wetland boundaries, and design review meeting minutes will be provided to the City.

TASK 3 – SURVEYING

Jones Edmunds will authorize a professional land surveyor (PLS) subconsultant to perform a topographic/location survey within the limits of the proposed wastewater improvements in support of the design. The topographic survey will meet the Standards of Practice as prescribed by the Florida Board of Professional Land Surveyors in Chapter 5J-17 of the Florida Administrative Code (FAC), Section 472.027 of the Florida Statutes. The survey will include the following:

- Task I – See the attached Bell Road Wastewater Improvements Project map. The PLS will survey the full roadway right-of-way (ROW) along this route which will be developed into the base map for the construction plans/documents. This task will include:
 - Based on Task 2 Preliminary Design, provide design-level survey services for the full ROW from NW Railroad Street to each of the wastewater treatment plants, based on the provided map, including a 50-foot by 50-foot section where the lift station is proposed and a 25-foot by 25-foot section where each valve assembly is proposed.
 - Determine the right-of-way for the primary roadways and intersecting roadways to the return radius.
 - Locate aboveground improvements and utilities.
 - Locate underground drainage and sewer facilities with pipe size, material, and elevation.
 - Locate wetland delineation flags placed by Jones Edmunds staff.
 - Create a survey baseline for all primary roads.
 - Set control points with x, y, and z at 500-foot intervals.
 - Locate utility designations and test holes data performed as part of Task II.
- Task II – Provide Subsurface Utility Designation and Verification (Test Holes):
 - Perform Quality Level B survey at each major utility crossing along the proposed route. Horizontally locate and field mark (paint and/or flags) public subsurface utility mains found excluding service lines and irrigation along the selected project route.
 - Coordinate obtaining Sunshine 811 and utility locates to include supplemental calls to each locator to expedite the field marking of each subsurface utility as required by law.
 - Expose the subject utilities by using non-destructive vacuum excavation methods at up to fifteen (15) specific locations.
 - Confirm/determine the vertical and horizontal position of the subject utilities and record the information, using the locate marks provided by the utility owners, their representatives, and/or by Quality Level B survey.
 - Reference each test-hole location to a minimum of three visible physical features to enable these data to be added to the base map and enable future recovery.

Deliverables

One paper copy and one electronic PDF copy of the final survey signed and sealed by the PLS will be provided to the City.

TASK 4 – GEOTECHNICAL SERVICES

Jones Edmunds will authorize a professional geotechnical engineering subconsultant for this project. The geotechnical investigation is expected to include the following:

- Up to 12, 10-foot-deep hand auger borings spaced at approximately 1000-foot intervals along the proposed force main route.
- Four, 25-foot-deep standard penetration test (SPT) borings to be used for horizontal directional drill (HDD) layout and design (two SPTs at each HDD location).
- One, 50-foot-deep (SPT) boring at the proposed lift station location.

The subsurface investigation will occur when the approved preliminary design is in place, and borings will be conducted at the selected locations along the proposed route.

A geotechnical report summarizing the following will be provided:

- Classifying representative soil samples including percent soil fines (sieve determinations), organic content, natural moisture determination, and Atterberg limit tests.
- Water-table levels found during exploration and the seasonal high-water level for each boring.
- Recommendations for suitability of soils for trenchless installations.
- Recommended subgrade preparation for the proposed force main and lift station.

Deliverables

One paper copy and one electronic PDF copy of the final geotechnical report will be provided to the City.

TASK 5 – FINAL DESIGN

Task 5 will consist of three submittals – 60% Design, 90% Design, and Final Design. The 60% submittal will include design Drawings and a Technical Specification table of contents. The 90% and Final submittals will include design Drawings and full Technical Specifications. Each submittal will include an Engineer's Opinion of Probable Construction Cost (EOPCC).

The Drawings will use Jones Edmunds' presentation standards. The City-provided standard details will be used to the extent practical. A preliminary list of Drawings is outlined below as a basis of design for our fee estimate. The Bell Road Wastewater Improvements Project plan and profile sheets will be prepared at the following scale:

- Horizontal: 1 inch = 20 feet (full-size sheets, 22-x-34-inch); and 1 inch = 40 feet (half-size sheets, 11-x-17-inch).
- Vertical: 1 inch = 5 feet (full-size sheets, 22-x-34-inch).

Drawing No.	Title
G-1	Cover Sheet
G-2	Drawing Index and Key Map
G-3	General Notes
G-4	Legends and Pipe Schedule
C-1 to C-22	Force Main Plan and Profile Sheets
C-23 to C-26	Civil and Utility Details
C-27 to C-31	Erosion and Sedimentation Control Plan, Notes, and Details
M-1	Lift Station Mechanical Site Plan
M-2	Lift Station Mechanical Sections
M-3	Force Main Valve Assembly Plan, Section, and Details
M-4	Mechanical Details
E-1	Electrical Legend
E-2	Lift Station Electrical Site Plan
E-3	Lift Station Electrical Schedule, Diagram, and Details
E-4	Lift Station Generator Details

The Specifications will be prepared using Jones Edmunds' standard Construction Standards Institute 16-division format using 2018 EJCDC Front-End Documents and Technical Specifications. Jones Edmunds will customize the Technical Specifications based on comments from the City.

60% DESIGN SUBMITTAL

The 60% Design Submittal Package will be submitted to the City for review and comment and will include the following:

- Design Drawings – design drawings including General, Civil, and Electrical.
- Technical Specifications – table of contents (TOC) identifying selected specification sections for major project components.
- EOPCC.

The EOPCC accuracy range will be Class 3 according to the Association for the Advancement of Cost Engineering (AACE) International's Cost Estimate Classification System (Recommended Practice No. 18R-97). The classifications depend on the level of project definition, with Class 1 being the highest level of definition and Class 5 being the lowest level of definition.

We assume that the City will need 2 weeks to review the submittal package. Jones Edmunds will participate in a review meeting at the City's Utility Annex office to discuss and obtain comments from the City on the 60% Submittal. Changes agreed to at the meeting will be incorporated into the 90% documents.

Deliverables

- 60% Design Drawings in PDF format.
- Draft Technical Specifications TOC in PDF format.
- EOPCC in PDF format.
- Meeting minutes from the 60% Review Meeting.
- Updated raw SewerGEMS, ArcGIS, and AutoCAD data collected and developed.

90% DESIGN SUBMITTAL

The 90% Design Submittal package will be submitted to the City for review and comment and will include the following:

- Design Drawings – Updated drawings including General, Civil, Electrical, and Details.
- Technical Specifications – draft specification sections for major project components showing most major edits with selections of materials for the project.
- EOPCC.
- Draft permit application packages (FDEP, FDOT, and County) for City signature and submittal to the appropriate agencies.

The EOPCC accuracy range will be Class 2 according to the Association for the Advancement of Cost Engineering (AACE) International's Cost Estimate Classification System (Recommended Practice No. 18R-97). The classifications depend on the level of project definition, with Class 1 being the highest level of definition and Class 5 being the lowest level of definition.

We assume that the City will need 2 weeks to review the submittal package. Jones Edmunds will participate in a review meeting at the City's Utility Annex office to discuss and obtain comments from the City on the 90% Submittal. Changes agreed to at the meeting will be incorporated into the Final Design Submittal documents.

Deliverables

- 90% Design Drawings in PDF format.
- Draft Technical Specifications in PDF format.
- Draft permit application packages in PDF format.
- EOPCC in PDF format.
- Meeting minutes from the 90% Review Meeting.
- Updated raw SewerGEMS, ArcGIS, and AutoCAD data collected and developed.

FINAL DESIGN SUBMITTAL

After the 90% design review meeting, Jones Edmunds will incorporate the City's review comments into the Final Design Package and issue the Final Design Submittal. The Final Design will be completed after obtaining all approved permits described in Task 6. The Final Design Submittal will include the Drawings, Front-End Documents, Technical Specifications, a final Class 1 EOPCC, and approved permit application package(s).

Deliverables

- Final Design Drawings – two signed-and-sealed hard copies (one 22-x-34-inch and one 11-x-17-inch) and an electronic copy (PDF format).
- Final Technical Specifications – two signed-and-sealed hard copies and an electronic copy in PDF format.
- Final EOPCC in PDF format.
- Signed permit application packages and copies of issued permits.
- Final raw SewerGEMS, ArcGIS, and AutoCAD data collected and developed.

TASK 6 – PERMITTING ASSISTANCE

Jones Edmunds will provide the permitting services described below. All permit applications will be submitted based on the 90% Design Submittal.

FDEP PERMITTING

- Prepare an FDEP Domestic Wastewater Collection/Transmission System permit application package, including forms, calculations, exhibits, maps, and drawings for the new lift station and new force mains.
- Prepare a General Environmental Resource Permit (ERP) application package, including forms, calculations, exhibits, maps, and drawings for the proposed construction.
- If wetlands will be impacted by project construction, a Section 404 permit application may be required. If so, a General 404 permit application package will be prepared, including forms, calculations, exhibits, maps, and drawings for the proposed construction.
- Each application package will be provided to the City for review, approval, and signatures before being submitted to FDEP.
- Respond to one FDEP Request for Additional Information (RAI) per application.
- Following construction, prepare a Request for Approval to Place a Domestic Wastewater Collection/Transmission System into Operation.

FDOT PERMITTING

Jones Edmunds will prepare two FDOT Utility Permit applications, one for the crossing of US-90 (Duval Street) and one for the crossing of State Road 10A (Baya Road). Jones Edmunds will respond to one RAI per application. The City will pay any review/application fee. Comments from FDOT will be incorporated by Jones Edmunds into the Final Submittal.

COLUMBIA COUNTY PUBLIC WORKS RIGHT-OF-WAY PERMIT

Jones Edmunds will apply to Columbia County Public Works Department for a Right-of-Way Utilization permit and respond to up to one RAI. The City will pay any review/application fee. Comments from Columbia County will be incorporated by Jones Edmunds into the Final Submittal.

Deliverables

Jones Edmunds will provide one hard copy and one electronic PDF copy of each draft permit application to the City for review. The final permit applications will require City signatures. Jones Edmunds will collect the signed permit applications from the City and submit to the

regulatory agencies. Electronic and hardcopies of all fully executed permits will be provided to the City.

TASK 7 – BIDDING AND LIMITED PROFESSIONAL SERVICES DURING CONSTRUCTION

BIDDING SERVICES

Jones Edmunds will assist the City during a proposed 45-day bidding and award process for the project as follows:

- Provide electronic Bid Documents in PDF format to the City. The City will advertise the project through ProcureNow; the City will distribute and maintain distribution records of Bid Documents to the prospective bidders and correspond with prospective bidders.
- Assist the City with one addendum to the Contract Documents. Verbal and written questions from prospective bidders will be first directed to the City. The City and Jones Edmunds will decide if issuing an addendum is required. Jones Edmunds will prepare responses to the bidders' questions to the City, prepare the addenda, and provide the addenda to the City for distribution. Contractor questions received less than 7 calendar days prior to bid opening will not be received by Jones Edmunds.
- Conduct one non-mandatory pre-bid meeting with prospective bidders, direct the meeting, and develop/issue any subsequent minutes or addenda associated with the pre-bid meeting.
- Review the bidders' cost proposals, prepare proposal tabulation, conduct reference and bond checks of the apparent low bidder, and develop a contract award recommendation letter.

CONSTRUCTION-ADMINISTRATION ASSISTANCE AND LIMITED OBSERVATION SERVICES

A 12-month construction schedule is proposed for this project, consisting of a 2-month submittal and material acquisition period and 10 months on site. Jones Edmunds' Limited Professional Services During Construction services are based on this 10-month construction schedule. The limited construction-phase services provided will consist of the following:

Submittal Review

Jones Edmunds will receive, log, review, and issue comments on project submittals, including administrative submittals (i.e., construction schedules and work plans), shop drawings, and product data for the materials to be incorporated into the project, warranties, samples, and O&M manuals. Jones Edmunds estimates approximately 24 submittals for this project. This Scope of Work includes an initial review and one resubmittal review for each submittal. Submittals will be returned to the Contractor within 14 calendar days if all deviations are not listed as requested on the project forms.

Site Visits

During construction, Jones Edmunds will visit the site to observe construction progress and review that the project work is progressing in general conformance with the Contract Documents. It is assumed that one of the site visits each month will be a progress meeting led by the Contractor. For this Task, we have planned up to 40 site visits to perform these services. If additional site visits are required, they can be performed on an as-needed,

time/materials basis. It is assumed that the City will provide daily construction inspection services including completing daily logs and photographs of work completed.

Construction Project Closeout and FDEP Certification

Jones Edmunds will conduct one substantial completion site review with the City and the Contractor when the Contractor submits their request for substantial completion. We will prepare a punch list of items that need correction and completion. Final Completion will be certified once the punch list items are completed.

Jones Edmunds will prepare the Certification of Completion (COC) documentation and prepare and submit the FDEP Request for Approval to Place a Domestic Wastewater Collection/Transmission System into Operation (Form 62-604.300(8)(b)) for the connection. For the preparation of the COCs, we have assumed that the Contractor shall provide surveyor signed/sealed as-built drawings of the completed lift station and force main.

SCHEDULE

Jones Edmunds will begin work on this project within two weeks of receipt of a signed contract and Notice to Proceed (NTP) from the City. The schedule for this project will be based on the negotiated agreement between the City and Jones Edmunds. Preliminarily, the project tasks are estimated to be completed as follows:

Task	Calendar Days	Calendar Days from NTP
Task 1 – Project Management and Kickoff Meeting	14	14
Task 2 – Preliminary Design	45	60
Task 3 – Surveying	60	120
Task 4 – Geotechnical Services	30	120
Task 5 – Final Design		
60% Design Submittal	60	240
90% Design Submittal	30	
Final Design Submittal	30	
Task 6 – Permitting Assistance	45	254
Task 7 – Bidding and Limited Professional Services during Construction	12 months	-

Note: The above schedule assumes 14-day client review times and that the permits will be received within 60 days from submittal of the permit applications.

PROPOSAL CLARIFICATIONS

The following clarifications are assumptions, exclusions, or conditions to this Scope of Services. Excluded items may be provided by Jones Edmunds with written authorization via a contract amendment.

- The force main pipe size will be based on the Study dated October 30, 2020.
- No residential and/or commercial service connections will be added to the new force mains.

- This project will not require design or permitting of stormwater systems.
- The project will not require modifications to existing roads.
- Survey of the wastewater treatment facilities is excluded; Jones Edmunds will rely on City-provided drawings and as-builts.
- It is assumed that up to 25-percent of the survey will be Quality Level B; the remaining survey will be Quality Level C.
- The proposed scope assumes that wetland impacts will be avoided by following existing ROW. If the design requires alternate construction methods which will result in wetland impacts, Jones Edmunds can provide additional design services under separate scope and fee.
- Wetland mitigation and associated permitting is excluded from this Scope of Services.
- Individual ERP permitting is excluded from this Scope of Services. If the design requires an individual ERP, Jones Edmunds can provide additional permitting services under separate scope and fee.
- Environmental site assessments and threatened or endangered species, archaeological, or historical investigations are not expected to be necessary and are excluded from this Scope of Services.
- Permitting services other than those described herein are excluded from this Scope of Services.
- RAIs from permitting agencies will not result in changes to the pipeline route/alignment or construction methods.
- All permit application fees will be paid by the City.
- If Section 404 permitting is required permit issuance may take longer than 60 days; construction will not be allowed to begin until all appropriate permits are received.
- Gopher tortoise survey and Temporary Exclusion Permits are excluded from this Scope of Services. Jones Edmunds can provide these services under separate scope and fee if necessary.
- The City will coordinate with the County and other necessary parties on any activities related to zoning, comprehensive planning, fire-department approvals, building-permitting approvals, and easement acquisition.
- The City will acquire all required easements/properties, legal descriptions, and official boundary surveys. Professional services related to these activities are excluded from this Scope of Services.
- The City will provide full-time resident observation for the project and will review and approve all pay requests. These services are not included in this Scope of Services.

COMPENSATION


In accordance with our Contract for Consulting Engineering Services, Jones Edmunds proposes to perform the Scope of Services as described herein on a not-to-exceed, time and materials basis for Task 3 and Task 7 and on a lump-sum fee, percent-complete basis for the remaining Tasks:

Task	Cost
Task 1 – Project Management and Kickoff Meeting	\$14,000
Task 2 – Preliminary Design	\$27,300
Task 3 – Surveying	\$136,800*
Task 4 – Geotechnical Services	\$14,300
Task 5 – Final Design	\$72,500
Task 6 – Permitting Assistance	\$17,200
Task 7 – Bidding and Limited Professional Services During Construction	\$120,900*
Total	\$403,000

*Not-to-exceed cost.

Jones Edmunds appreciates this opportunity to offer our continuing professional engineering services to the City of Lake City and looks forward to working with the City on this important project. If you have any questions or wish to discuss any aspect of the proposed Scope of Services, please contact me at 352-377-5821 or jsbell@jonesedmunds.com.

Sincerely,



Jamie Sortevik Bell, PE, CFM
Engineer

Y:\08504 Lake City\Opportunities\2021_Proposals\95110-262-21 Bell Road Wastewater Improvements\BellRoadWastewaterImprovements_ScopeandFee_jsb.docx

MEETING DATE
February 22, 2022

CITY OF LAKE CITY

Report to Council

COUNCIL AGENDA	
SECTION	
ITEM NO.	

SUBJECT: 5A Water Main Project Scope and Fee/Funding Source

DEPT / OFFICE: Utility Administration

Originator: Paul Dyal		
Interim City Manager Paul Dyal	Department Director Paul Dyal	Date 02-06-2022
Recommended Action: City Council consideration to move forward with the 5A Water Main Project and to approve the funding for the scope and fee submitted by Jones Edmunds for \$268,000.00.		
Summary Explanation & Background: <p>During the July 21, 2021 Utility Advisory Committee Meeting, Jamie Bell, an Engineer for Jones Edmunds, gave a project presentation to the committee. The presentation was for a potable water route to supply water to the North Florida Mega Industrial Park (NFMIP) for future development of the Park. The City hired Jones Edmunds to conduct a water main routing study to develop and evaluate alternatives to send water from the Price Creek Water Treatment Plant (WTP) to the NFMIP. The study included the identification of six alternatives, development of a scoring matrix to objectively compare the benefits of each, building a small-scale water model to further evaluate the top two alternatives, and cost estimating services; Alternative 5 was the recommended route, split into 5A (from the WTP to the NFMIP boundary) and 5B (within the NFMIP to Tyre Road and US 90). The report was presented to the Utility Advisory Committee and City Council and the recommendation was given to pursue Alternative 5A.</p> <p>The 5A Water Main Project is the design and permitting of a 24-inch water main from the WTP to the NFMIP boundary. The proposed route connects the new water main at the WTP’s high service pump station, goes around the south side of the plant and through the western parking lot, up to Timberwolf and along a Suwannee River Water Management District (SRWMD) timber road to terminate at the NFMIP boundary. The project includes environmental assessment, public outreach, water main design and permitting, and construction phase services.</p> <p>Grants can be applied for that could potentially cover funding for the engineering. However, it would be advantageous to have the engineering done and paid for before applying for grant funding to cover the actual construction. Grant awards are more favorably approved if a project is already shovel ready and permitted.</p>		
Alternatives: Not to move forward with the project.		
Source of Funds: To Be Determined		
Financial Impact: \$268,000.00		
Exhibits Attached: 1) Jones Edmunds Scope and Fee		

CITY COUNCIL RESOLUTION NO. 2021-150

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AUTHORIZING THE EXECUTION OF TASK ASSIGNMENT NUMBER NINE TO THE CONTINUING CONTRACT WITH JONES EDMUNDS & ASSOCIATES, INC., FOR PROFESSIONAL SERVICES AND ASSISTANCE WITH THE INSTALLATION OF A TWENTY-FOUR (24) INCH WATER MAIN FROM THE PRICE CREEK WATER TREATMENT PLANT TO THE NORTH FLORIDA MEGA INDUSTRIAL PARK; PROVIDING FOR THE PAYMENT FOR THE PROFESSIONAL SERVICES AND ASSISTANCE AT A NOT TO EXCEED COST OF \$268,000.00; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Lake City, Florida (hereinafter the "City") entered into a Continuing Contract for Professional Services (hereinafter the "Continuing Contract"), with Jones Edmunds & Associates, Inc. (hereinafter "Jones Edmunds") as authorized by City Council Resolution No. 2019-024 with respect to certain studies, planning, design and construction of improvements to the City water system, wastewater system, reuse water, stormwater systems, gas system, Lake City Gateway Airport, City recreational facilities, City Hall, and City safety facilities and streets (herein collectively the "City Projects"); and

WHEREAS, the Continuing Contract provides that Jones Edmunds shall perform services to the City only when requested and authorized in writing by the City and that each request for services shall be for a specific project, with the scope of the work to be performed by and compensation to be paid to Jones Edmunds for each separate project and be defined by and embodied in a separate Task Assignment; and

WHEREAS, the City desires to enter into Task Assignment Number Nine with Jones Edmunds and receive assistance towards the installation of a twenty-four (24) inch water main from the Price Creek Water Treatment Plant to the North Florida Mega Industrial Park, pursuant to the terms and conditions of Task Assignment Number Nine, a copy of which is attached hereto as "Exhibit

A” and made a part of this resolution (“Task Assignment Number Nine”), and in compliance with the Continuing Contract.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AS FOLLOWS:

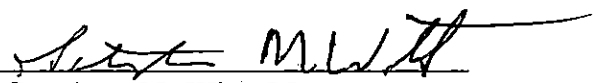
Section 1. The above recitals are all true and accurate and are incorporated herein and made a part of this resolution.

Section 2. The City is hereby authorized to execute Task Assignment Number Nine with Jones Edmunds for the Additional Services.

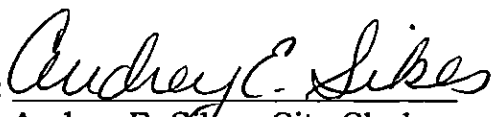
Section 3. The City Manager and City Attorney are authorized to make such reasonable changes and modifications to Task Assignment Number Nine as may be deemed necessary to be in the best interest of the City and its citizens. The Mayor is authorized and directed to execute and deliver Task Assignment Number Nine in the name and on behalf of the City, with such changes, amendments, modifications, omissions, and additions made by the City Manager and City Attorney, if any. Execution by the Mayor and Jones Edmunds shall be deemed to be conclusive evidence of approval of such changes, amendments, modifications, omissions, and additions if any.

PASSED AND ADOPTED at a meeting of the City Council this 18th day of October 2021.


CITY OF LAKE CITY, FLORIDA

By: 
Stephen M. Witt, Mayor

ATTEST:

By: 
Audrey E. Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

By: 
Frederick L. Koberlein, Jr.,
City Attorney

TASK ASSIGNMENT NINE TO THE CONTINUING CONTRACT BETWEEN THE CITY OF LAKE CITY, FLORIDA, AND JONES, EDMUNDS & ASSOCIATES, INC., FOR PROFESSIONAL SERVICES ASSISTING THE CITY WITH THE INSTALLATION OF A TWENTY-FOUR (24) INCH WATER MAIN FROM THE PRICE CREEK WATER TREATMENT PLANT TO THE NORTH FLORIDA MEGA INDUSTRIAL PARK.

THIS TASK ASSIGNMENT NUMBER NINE is made and entered into this 18th day of October, 2021, by and between the CITY OF LAKE CITY, FLORIDA, a municipal corporation, located at 205 North Marion Avenue, Lake City, Florida 32055 (herein referred to as "City") and JONES, EDMUNDS & ASSOCIATES, INC., a Florida limited liability company, having a mailing address of 730 NE Waldo Road, Gainesville, Florida 32641 (herein referred to as "Consultant" or "Contractor")

RECITALS

A. City and Consultant have heretofore entered into a Continuing Contract during March 2019, for professional consulting services as authorized by City Council Resolution No. 2019-024 (the "Continuing Contract").

B. The Continuing Contract provides that Consultant shall perform services to the City only when requested and authorized in writing by City and that each request for services shall be for a specific project, with the scope of the work to be performed by and compensation to be paid to Consultant for each separate project and be defined by and embodied in a separate Task Assignment.

C. The City is in need of additional assistance towards the installation

of a twenty-four (24) inch water main from the Price Creek Water Treatment Plant to the North Florida Mega Industrial Park (hereinafter the "5A Water Main Project") and intends to seek financial assistance from grant sources.

D. The City desires to enter into Task Assignment Nine with Consultant for its assistance with the 5A Water Main Project pursuant to the terms and conditions contained herein and contained in Consultant's proposed Scope of Services (hereinafter the "Consultant's Scope"), a copy of which is attached hereto as "Exhibit A".

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. **RECITALS**: The above recitals are all true and accurate and are incorporated herein and made a part of Task Assignment Nine.
2. **PROJECT**: The City hereby engages Consultant and Consultant agrees to furnish to the City the services and work as set forth in the Consultants Scope, attached hereto, within the scheduled timeframe shown in the section titled "Schedule" of the Consultant's Scope. A Notice to Proceed shall be required for each of the eight (8) tasks identified in the Consultant's Scope. City shall be under no obligation to proceed with any of the tasks.
3. **COMPENSATION TO CONSULTANT**: City shall pay Consultant a fee for each of the eight (8) tasks identified in the Consultant's Scope as each task is completed for a total projected cost not to exceed \$268,000.00.

4. **PROVISIONS OF CONTINUING CONTRACT:** The terms, provisions, conditions, obligations, and requirements of the Continuing Contract are incorporated in to, and made a part of, this Task Assignment and shall be binding on, and complied with by, Consultant.

5. **ATTORNEYS' FEES AND COSTS.** In the event of breach by either party of the Continuing Contract or Task Assignment, the breaching party shall be liable for and agrees to pay, all costs and expenses incurred in the enforcement of this Continuing Contract or Task Assignment Nine, including reasonable attorneys' fees.

6. **ENTIRE AGREEMENT.** This Task Assignment Nine and the Continuing Contract constitute the entire agreement (or "Contract") between the City and Consultant and supersedes all prior written or oral understandings with respect to the project. Should any of the provisions of this Task Assignment and the Continuing Contract conflict with the provisions of the attachments hereto, the provisions of this Task Assignment and the Continuing Contract shall control. This Task Assignment Nine may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

7. **PARTIES BOUND.** This Task Assignment Number Nine shall be binding upon and shall inure to the benefit of the City and Consultant, their successors and assigns.

8. **E-VERIFY.** As a condition precedent to entering into this Contract, and in compliance with Section 448.095, Fla. Stat., Contractor and its subcontractors shall, register with and use the E-Verify system to verify work authorization status

of all employees hired after January 1, 2021.

a. Contractor shall require each of its subcontractors to provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this Contract.

b. The City, Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity.

c. The City, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but Contractor otherwise complied, shall promptly notify Contractor and Contractor shall immediately terminate the contract with the subcontractor.

d. A termination of this Contract under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. Contractor acknowledges that upon termination of this Contract by the City for a violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year. Contractor further acknowledges that Contractor is liable for any additional costs incurred

by the City as a result of termination of any contract for a violation of this section.

e. Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the subcontractors to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

IN WITNESS WHEREOF, the parties hereto have made and executed this Task Assignment Number Nine as of the day and year first above written.

CITY OF LAKE CITY, FLORIDA

By: Stephen M. Witt
Stephen M. Witt, Mayor

ATTEST:

By: Audrey E. Sikes
Audrey E. Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

By: Frederick L. Koberlein, Jr.
Frederick L. Koberlein, Jr.,
City Attorney

ATTEST:

JONES, EDMUNDS & ASSOCIATES, INC.

By: _____
Angela Witt,
Contracts Administrator

By: _____
Stanley F. Ferreira, Jr.,
Vice President

SCOPE OF SERVICES**City of Lake City NFMIP 5A Water Main Project**

TO: Paul Dyal
 Executive Director of Utilities
 692 SW Saint Margarets Street
 Lake City, Florida 32025

DATE: August 30, 2021

SUBJECT: City of Lake City NFMIP 5A Water Main Project
 Jones Edmunds Proposal/Opportunity No. 95110-205-21

PROJECT BACKGROUND

Columbia County is developing the North Florida Mega Industrial Park (NFMIP) in conjunction with the private landowner, Weyerhaeuser, on the lands east of the Lake City Gateway Airport along the south side of US 90. It is currently anticipated that new businesses will begin construction in late 2022 or early 2023. To support this development, the City contracted with Jones Edmunds to evaluate various alternative routes to supply the NFMIP with potable water for the near future demand (See Water Main Routing Study Technical Memorandum (TM), dated May 7, 2021). Based on the findings presented in the TM, the City has decided to proceed with Alternative 5A. Alternative 5A consists of roughly 5,800 linear feet of 24-inch water main to be constructed from the Price Creek Water Treatment Plant to the approximate property line of the proposed NFMIP (see attached Route Alternative 5 Map).

Jones Edmunds is pleased to provide the following scope for this project, which includes surveying, engineering, permitting, and limited construction phase services.

SCOPE OF SERVICES**TASK 1 – PROJECT MANAGEMENT AND KICKOFF MEETING****PROJECT INITIATION AND MANAGEMENT**

Jones Edmunds will set up project financial files and prepare a Project Management Plan (PMP) that will be used throughout the project. The PMP will summarize the City's goals and critical success factors, project schedule, project budgets, communication plan, accounting/invoicing procedures, and project contacts list. Jones Edmunds will monitor project progress (percent complete and schedule) and manage the project in conformance with the PMP to the extent possible throughout the contract.

KICKOFF MEETING WITH CITY PERSONNEL

Jones Edmunds will conduct a virtual kickoff meeting with the City. During the kickoff meeting, the following will be discussed:

- Key issues and confirmation of the City's objectives and expectations related to the project.
- Availability of information to be used in the preliminary engineering services.
- Refine overall project objectives and project schedule.

TASK 2 – PRELIMINARY DESIGN

Jones Edmunds will provide the following preliminary design and engineering services before obtaining the topographic survey and developing the detailed design drawings and specifications. The purpose of this task will be to evaluate the proposed water main route based on a site visit and walk-through of the route and to assess the available geographic information system (GIS) data.

This task will include the following:

- **Wetland Delineation and Listed Species Assessment.** Jones Edmunds will delineate jurisdictional wetlands and surface waters along the proposed route and locate key flags using a handheld global positioning system (GPS) unit prior to mobilization of the survey subcontractor. A preliminary wetland and surface water delineation map will be generated and provided to a registered surveyor to locate as part of the topographic survey. This effort will include a listed species assessment.
- **Existing Data Collection and Review.** Review available GIS data such as existing infrastructure geodatabases, County parcel data, recent high-resolution aerial imagery, National Wetland Inventory data, and LIDAR elevation data as available.
- **Site Visit.** Perform a walking site visit of the proposed route to identify potential utility conflicts, assess general site conditions such as traffic and special considerations, visualize potential constructability challenges, and develop recommendations for the side of the road for the pipe.
- **Develop Preliminary Layout.** Develop 10% preliminary design-level GIS figures of the proposed water main route, indicating the recommended side of the road for the pipeline and location of potential trenchless installations (either by horizontal directional drill (HDD) or jack and bore). Preliminary design figures will also note any potential easements the City may need to acquire.

Once the preliminary figures are developed, Jones Edmunds will host a design review workshop with the City to discuss the proposed route before providing the surveyor and geotechnical subconsultants their Notice to Proceed (NTP). Items discussed and agreed to during the design review workshop will be incorporated into the Final Design.

Deliverables: One electronic PDF copy of the preliminary design figures, a GIS shapefile of any delineated wetland boundaries, and the design review meeting minutes will be provided to the City.

TASK 3 – PUBLIC OUTREACH

Jones Edmunds will assist the City with conducting one public meeting focused on the proposed project route. The purpose of the meeting will be to inform and engage the public regarding the new water main and to discuss projects at the airport and the college that may impact the final design. Jones Edmunds will coordinate with City staff and assist with public presentations and discussions. This task will include the following:

- Prepare exhibits and drawings to show the general layout of the work proposed.
- Furnish additional information about the project design required for public education.

Jones Edmunds will also prepare one presentation to give before Council when the 90% design submittal is complete.

Deliverables: Exhibits and drawings of general layout (submitted in PDF format to City, poster-size printouts provided for meetings); informational handouts and attendance sheets for meetings; PowerPoint presentation for Council meeting.

TASK 4 – SURVEYING

Jones Edmunds will authorize a professional land surveyor (PLS) subconsultant to perform a topographic/location survey within the limits of the proposed water main route in support of the design. The topographic survey will meet the Standards of Practice as prescribed by the Florida Board of Professional Land Surveyors in Chapter 5J-17 of the Florida Administrative Code (FAC), Section 472.027 of the Florida Statutes. The survey will include the following:

- Task I – See the attached Route Alternative 5A map. The PLS will survey a 50-foot-wide corridor along this route which will be developed into the base map for the construction plans/documents. This task will include:
 - Based on Task 2 Preliminary Design, provide design-level survey services for a 50-foot corridor along one side of the road and through a portion of Suwannee River Water Management District (SRWMD) property, from the Price Creek Water Treatment Plant to the approximate property boundary of the proposed NFMIP site.
 - Determine the right-of-way for the primary roadways and intersecting roadways to the return radius.
 - Locate aboveground improvements and utilities.
 - Locate underground drainage and sewer facilities with pipe size, material, and elevation.
 - Locate wetland delineation flags placed by Jones Edmunds staff.
 - Create a survey baseline for both primary roads.
 - Set control points with x, y, and z at 500-foot intervals.
 - Locate utility designations and test holes data performed as part of Task II.
- Task II – Provide Subsurface Utility Designation and Verification (Test Holes):
 - Horizontally locate and field mark (paint and/or flags) public subsurface utility mains found excluding service lines, gravity sewer lines, and irrigation along the selected project route.

- Coordinate obtaining Sunshine 811 and utility locates to include supplemental calls to each locator to expedite the field marking of each subsurface utility as required by law.
- Expose the subject utilities by using non-destructive vacuum excavation methods at up to six (6) specific locations.
- Confirm/determine the vertical and horizontal position of the subject utilities and record the information, using the locate marks provided by the utility owners and/or their representatives.
- Reference each test-hole location to a minimum of three visible physical features to enable these data to be added to the base map and enable future recovery.

Deliverables: One paper copy and one electronic PDF copy of the final survey signed and sealed by the PLS will be provided to the City.

TASK 5 – GEOTECHNICAL SERVICES

Jones Edmunds will authorize a professional geotechnical engineering subconsultant for this project. The geotechnical investigation is expected to include the following:

- Four, 10-foot-deep hand auger borings spaced at approximately 1,200-foot intervals along the proposed water main route.
- In addition, based upon the Preliminary Design route, one boring adjacent to wetlands may be performed utilizing Standard Penetration Test (SPT) methods to a depth of 25 feet to be used for horizontal directional drill layout and design.

The subsurface investigation will occur when the approved preliminary design is in place, and borings will be conducted at the selected locations along the proposed route.

A geotechnical report summarizing the following will be provided:

- Classifying representative soil samples including percent soil fines (sieve determinations), organic content, natural moisture determination, and Atterberg limit tests.
- Water-table levels found during exploration and the seasonal high-water level for each boring.
- Recommendations for suitability of soils for trenchless pipe installations.
- Recommended subgrade preparation for the proposed water main.

Deliverables: One paper copy and one electronic PDF copy of the final geotechnical report will be provided to the City.

TASK 6 – CONSTRUCTION DOCUMENTS

Task 6 will consist of two submittals – 90% Design and Final Design. Each design submittal will include design Drawings, Technical Specifications, and an Engineer’s Opinion of Probable Construction Cost (EOPCC).

The Drawings will use Jones Edmunds’ presentation standards. The City-provided standard details will be used to the extent practical. A preliminary list of Drawings is outlined below as a basis of design for our fee estimate.

The Water Main Plan and Profile sheets will be prepared at the following scales:

- Horizontal: 1 inch = 20 feet (full-size sheets, 22-x-34-inch); and 1 inch = 40 feet (half-size sheets, 11-x-17-inch).
- Vertical: 1 inch = 4 feet (full-size sheets, 22-x-34-inch);

Drawing No.	Title
G-1	Cover Sheet
G-2	Drawing Index and Key Map
G-3	General Notes
G-4	Legends and Pipe Schedule
C-1 to C-11	Water Main Plan and Profile
C-12 to C-15	Civil and Utility Details
C-16 to C-20	Erosion and Sedimentation Control Plan, Notes, and Details

The Specifications will be prepared using Jones Edmunds' standard Construction Standards Institute 16-division format using 2018 EJCDC Front-End Documents and Technical Specifications. Jones Edmunds will customize the Technical Specifications based on comments from the City.

90% DESIGN SUBMITTAL

Jones Edmunds will prepare a 90% Design Submittal to the City for review and comment. The 90% Design Submittal will present the proposed complete design pending the City's comments and will include Drawings, Front-End Documents, Technical Specifications, an EOPCC, and permit application packages.

The EOPCC accuracy range will be Class 1 according to the Association for the Advancement of Cost Engineering (AACE) International's Cost Estimate Classification System (Recommended Practice No. 18R-97). The classifications depend on the level of project definition, with Class 1 being the highest level of definition and Class 5 being the lowest level of definition.

We assume that the City will need 2 weeks to review the submittal package. Jones Edmunds will participate in a review meeting with the City to discuss and obtain the City's comments. Changes agreed to at the meeting will be incorporated into the Final Design Submittal documents.

90% Deliverables: Jones Edmunds will provide electronic PDF copies of the 90% Drawings, Technical Specifications, and EOPCC to the City. Jones Edmunds will also provide hardcopies of the permit application packages for signature by the City, after which Jones Edmunds will coordinate submittal to the appropriate permitting agency. Jones Edmunds will distribute electronic copies of the design review meeting minutes to meeting attendees by email. The meeting minutes will include key decisions made and action items discussed during the meeting.

FINAL DESIGN SUBMITTAL

After the 90% design review meeting, Jones Edmunds will incorporate the City's review comments into the Final Design Submittal and issue the Final Design Submittal. The Final

Design will be completed after obtaining all approved permits described in Task 6. The Final Design Submittal will include the Drawings, Front-End Documents, Technical Specifications, a final EOPCC, and approved permit application package(s).

Final-Deliverables: Jones Edmunds will provide two paper copies and one electronic copy (PDF and/or CAD format) of the Final Design Submittal to the City. Jones Edmunds will also provide final copies of raw ArcGIS and AutoCAD data collected and developed.

TASK 7 – PERMITTING ASSISTANCE

Jones Edmunds will provide the permitting services described below. All permit applications will be submitted based on the 90% Design Submittal.

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) NOTICE OF INTENT TO USE THE GENERAL PERMIT FOR CONSTRUCTION OF WATER MAIN EXTENSIONS FOR PWSs

Jones Edmunds will prepare and submit FDEP Form 62-555.900(7) Alternate, Notice of Intent to use the General Permit for Construction of Water Main Extension for PWSs and respond to up to one Request for Additional Information (RAI). We assume that the City will not have to pay the permit application fee of \$650.00 per City's Reduction or waiver of permit processing fee agreement with the State.

As part of this FDEP permit application, we assume that the City will provide flow data to Jones Edmunds for our review as necessary to complete the permit application. Hydraulic modeling of the water system is not included in this Scope of Services.

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) GENERAL ENVIRONMENTAL RESOURCE PERMIT

Jones Edmunds will prepare and submit FDEP Form 62-330.060(1), F.A.C. (June 1, 2018) for a General Environmental Resource Permit and, if necessary, a Section 404 General Permit. We assume that the City will pay the permit application fee of \$100.00 per City's Reduction or waiver of permit processing fee agreement with the State. Jones Edmunds will coordinate and attend on on-site field meeting with FDEP to review the flagged wetland lines, if required, and will respond up to one RAI per application.

COLUMBIA COUNTY PUBLIC WORKS RIGHT-OF-WAY PERMIT

Jones Edmunds will apply to Columbia County Public Works Department for a Right-of-Way Utilization permit and respond to up to one RAI. The City will pay any review/application fee. Comments from Columbia County will be incorporated by Jones Edmunds into the Final Submittal.

Deliverables: Jones Edmunds will provide one hard copy and one electronic PDF copy of each draft permit application to the City for review. The final permit applications will require City signatures. Jones Edmunds will collect the signed permit applications from the City and submit to the regulatory agencies. Electronic and hardcopies of all fully executed permits will be provided to the City.

TASK 8 – BIDDING AND LIMITED PROFESSIONAL SERVICES DURING CONSTRUCTION

BIDDING SERVICES

Jones Edmunds will assist the City during a proposed 45-day bidding and award process for the project as follows:

- Provide electronic Bid Documents in PDF format to the City. The City will advertise the project through ProcureNow; the City will distribute and maintain distribution records of Bid Documents to the prospective bidders and correspond with prospective bidders.
- Assist the City with one addendum to the Contract Documents. Verbal and written questions from prospective bidders will be first directed to the City. The City and Jones Edmunds will decide if issuing an addendum is required. Jones Edmunds will prepare responses to the bidders' questions to the City, prepare the addenda, and provide the addenda to the City for distribution. Contractor questions received less than 7 calendar days prior to bid opening will not be received by Jones Edmunds.
- Conduct one non-mandatory pre-bid meeting with prospective bidders, direct the meeting, and develop/issue any subsequent minutes or addenda associated with the pre-bid meeting.
- Review the bidders' cost proposals, prepare proposal tabulation, conduct reference and bond checks of the apparent low bidder, and develop a contract award recommendation letter.

CONSTRUCTION-ADMINISTRATION ASSISTANCE AND LIMITED OBSERVATION SERVICES

A 10-month construction schedule is proposed for this project, consisting of a 2-month submittal and material acquisition period and 8 months on site. Jones Edmunds' Limited Professional Services During Construction services are based on this 10-month construction schedule. The limited construction-phase services provided will consist of the following:

Submittal Review

Jones Edmunds will receive, log, review, and issue comments on project submittals, including administrative submittals (i.e., construction schedules and work plans), shop drawings, and product data for the materials to be incorporated into the project, warranties, samples, and O&M manuals. Jones Edmunds estimates approximately 20 submittals for this project. This Scope of Work includes an initial review and one resubmittal review for each submittal. Submittals will be returned to the Contractor within 14 calendar days if all deviations are not listed as requested on the project forms.

Site Visits

During construction, Jones Edmunds will visit the site to observe construction progress and review that the project work is progressing in general conformance with the Contract Documents. It is assumed that one of the site visits each month will be a progress meeting led by the Contractor. For this Task, we have planned up to 36 site visits to perform these services. If additional site visits are required, they can be performed on an as-needed, time/materials basis. It is assumed that the City will provide daily construction inspection services including completing daily logs and photographs of work completed.

Construction Project Closeout and FDEP Certification

Jones Edmunds will conduct one substantial completion site review with the City and the Contractor when the Contractor submits their request for substantial completion. We will prepare a punch list of items that need correction and completion. Final completion will be certified once the punch list items are completed.

Jones Edmunds will prepare the Certification of Completion (COC) documentation and submit to FDEP for clearance of the new water main. For the preparation of the COCs, we have assumed that the Contractor shall provide surveyor signed/sealed as-built drawings of the completed water main along with passing pressure testing and bacteriological testing results.

SCHEDULE

Jones Edmunds will begin work on this project upon receipt of a signed contract and NTP from the City. The schedule for this project will be based on the negotiated agreement between the City and Jones Edmunds. Preliminarily, the project tasks are estimated to be completed as follows:

Task	Calendar Days	Calendar Days from NTP
Task 1 – Project Management and Kickoff Meeting	14	14
Task 2 – Preliminary Design	45	60
Task 3 – Public Outreach	30	-
Task 4 – Survey	60	120
Task 5 – Geotechnical Services	30	120
Task 6-1 – Construction Documents – 90%	60	180
Task 6-2 – Construction Documents – Final	45	225
Task 7 – Permitting Assistance & Wetland Delineation	60	240
Task 8 – Limited Professional Services during Construction	10 months	-

Note: The above schedule assumes 14-day client review times and that the permits will be received within 60 days from submittal of the permit applications.

PROPOSAL CLARIFICATIONS

The following clarifications are assumptions, exclusions, or conditions to this Scope of Services. Excluded items may be provided by Jones Edmunds with written authorization via a contract amendment.

- The water main pipe size will be based on the noted Technical Memorandum dated May 7, 2021.
- No residential and/or commercial service connections will be added to the new water main.
- This project will not require design or permitting of stormwater systems.

- The project will not require modifications to existing roads other than minor replacement in kind for limited roadway sections impacted by the pipeline installation.
- The project will not require modifications to the water treatment plant other than the water main connection point.
- Delineated wetland boundaries, if available, will be provided by the City or adjacent landowner(s).
- The proposed scope assumes that wetland impacts will be avoided by following existing trail/timber roads, and therefore an Individual ERP will not be required. If the design requires alternate construction methods which will result in wetlands impacts, Jones Edmunds can provide additional design services under separate scope and fee.
- Wetland mitigation and associated permitting is excluded from this Scope of Services.
- Environmental site assessments and threatened or endangered species, archaeological, or historical investigations are not expected to be necessary and are excluded from this Scope of Services.
- The project includes no known areas that are contaminated by low-molecular-weight petroleum products or organic solvents.
- Permitting services other than those described herein are excluded from this Scope of Services.
- RAIs from permitting agencies will not result in changes to the pipeline route/alignment or construction methods.
- All permit application fees will be paid by the City.
- If Section 404 permitting is required permit issuance may take longer than 60 days; construction will not be allowed to begin until all appropriate permits are received.
- The City will coordinate with the County and other necessary parties on any activities related to zoning, comprehensive planning, fire-department approvals, building-permitting approvals, and easement acquisition.
- Gopher tortoise survey and Temporary Exclusion Permits are excluded from this Scope of Services. Jones Edmunds can provide these services under separate scope and fee if necessary.
- The City will acquire all required easements/properties, legal descriptions, and official boundary surveys. Professional services related to these activities are excluded from this Scope of Services.
- The City will provide full-time resident observation for the project and will review and approve all pay requests. These services are not included in this Scope of Services.

COMPENSATION

In accordance with our Contract for Consulting Engineering Services, Jones Edmunds proposes to perform the Scope of Services as described herein on a lump-sum fee, percent-complete basis as follows:

Task	Cost
Task 1 – Project Management and Kickoff Meeting	\$17,500
Task 2 – Preliminary Design	\$21,800
Task 3 – Public Outreach	\$7,200
Task 4 - Surveying	\$38,700
Task 5 – Geotechnical Services	\$9,900
Task 6 – Construction Documents (90% and Final Design)	\$65,800
Task 7 – Permitting Assistance	\$13,300
Task 8 – Bidding and Limited Professional Services During Construction	\$93,800
Total	\$268,000

Jones Edmunds appreciates this opportunity to offer our continuing professional engineering services to the City of Lake City and looks forward to working with the City on this important project. If you have any questions or wish to discuss any aspect of the proposed Scope of Services, please contact me at 352-377-5821 or jsbell@jonesedmunds.com.

Sincerely,



Jamie Sortevik Bell, PE, CFM
Engineer

Y:\08504 Lake City\Opportunities\2021_Proposals\95110-205-21-NFMIP-24-Inch Water Main\ScopeFee-design_jsb.docx

Figure 1 Route Alternative 5A and 5B



File Attachments for Item:

14. Discussion and Possible Action - Application process for Senior Housing Rehabilitation Project (Council Member Todd Sampson)

Staff is providing a copy of the Columbia County Board of County Commission Senior Citizen Emergency Home Repair Funding Application for review.

Business Assistance

Closed for new applications

Columbia County is no longer taking applications for business assistance. Existing applications can still be completed throughout the review process.

✍ Click here to access your applications.

Individual Assistance

Open for new applications

In response to the Coronavirus Pandemic, Columbia County Commission approved additional funds through Columbia CARES in partnership with the United Way of Suwannee Valley. We are pleased to announce the additional funding for rental, mortgage and utility payments.

✍ Click here to apply.

Senior Citizens

Open for new applications.

This application addresses emergency repairs that, if unaddressed, hinder a senior citizen's (age 65 and older) ability to live safely in their home.

✍ Click here to apply.

Corona/COVID19 Virus If you have questions about COVID-19 testing call the local Health Department at (386) 758-1068, Monday – Friday 8:00 am – 5:00 pm. The State Department of Health has a 24/7 COVID-19 Information Line at (866) 779-6121. Please follow CDC guidelines to help prevent the spread of COVID-19 at www.cdc.gov.



County Highlights



There is a Board of County Commissioners - Regular Meeting today at 9:30 AM

There is a Board of County Commissioners - Regular Meeting meeting today. Click here for more information and agenda



Columbia County is preparing to take applications for Senior Citizen Emergency Home Repair Funding.

Instructions for Senior Citizen Emergency Home Repair Funding

-  [Apply Online Here](#)
-  Or you can print the application and submit it to County Office

This application addresses emergency repairs that, if unaddressed, hinder a senior citizen's (age 65 and older) ability to live safely in their home.

An example of these free repairs would be:


- Roof replacement or repair
- Septic system repair or replacement
- Well repair or replacement
- Public utility system connection
- Electrical issues
- Plumbing issues
- Accessibility modifications necessary for safety/quality of life (ramps, shower/ toilet modifications, etc.)
- HVAC (Heating and Air) system installation, repair or replacement.
- Structural issues
- Others not listed...specify in application


To qualify, applicants must:

- Be 65 years of age or older
- Be a citizen living in Columbia County, FL. including within the City of Lake City and Town of Ft. White
- Own and live in the home with property taxes current
- Plan to remain in home for at least 5 years
- Meet the household Income guidelines in the table below (generally HUD 50%and FED 150%)
- Provide a copy of Drivers License or State Identification
- Provide a copy of Property Deed - obtainable from Columbia County Property Appraiser (floridapa.com). After locating the property, click on "Book/Page" to get a copy.
- Provide a copy of Social Security Cards for all household member(s)
- Provide Proof of Property Taxes Paid from Home – Columbia County Tax Collector (columbiataxcollector.com)
- Provide Proof of income. Examples of income proof are:
 - Tax Statements
 - Pay stubbs
 - Retirement statements
 - SNAP documentation
 - Bank statements
 - Social Security statements
- Notorized Copy of Application Affidavit

* This program is funded through the American Rescue Plan Act of 2021 (ARPA) and elibility is dependent on US Treasury regulations.

Household Size	Very Low Income (30% to 50% of AMI)	Low Income (51% to 80% AMI)
1	*Up to - \$20,600	Up to - \$32,900
2	*Up to - \$23,550	Up to - \$37,600
3	*Up to - \$26,500	Up to - \$42,300
4	*Up to - \$29,400	Up to - \$47,000
5	*Up to - \$31,800	Up to - \$50,800
6	*Up to - \$34,150	Up to - \$54,550
7	*Up to - \$36,500	Up to - \$58,300
8 or more	*Up to - \$38,850	Up to - \$62,050

 [Apply Online Here](#)

 Or you can print the application and submit it to County Office

Application for Senior Citizen Emergency Home Repair Funding

Questions?
 Call (386) 758-3340
 or Email
cares@columbiacountyfla.com

Instructions

This application addresses emergency repairs that, if unaddressed, hinder a senior citizen's (age 65 and older) ability to live safely in their home.

An example of these free repairs would be:

- Roof replacement or repair
- Septic system repair or replacement
- Well repair or replacement
- Public utility system connection
- Electrical issues
- Plumbing issues
- Accessibility modifications necessary for safety/quality of life (ramps, shower/ toilet modifications, etc.)
- HVAC (Heating and Air) system installation, repair or replacement.
- Structural issues
- Others not listed...specify in application

To qualify, applicants must:

- Be 65 years of age or older
- Be a citizen living in Columbia County, FL. including within the City of Lake City and Town of Ft. White
- Own and live in the home with property taxes current
- Plan to remain in home for at least 5 years
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- Provide a copy of Drivers License or State Identification
- Provide a copy of Property Deed - obtainable from Columbia County Property Appraiser (floridapa.com). After locating the property, click on "Book/Page" to get a copy.
- Provide a copy of Social Security Cards for all household member(s)
- Provide Proof of Property Taxes Paid from Home – Columbia County Tax Collector (columbiataxcollector.com)
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 - SNAP documentation
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 - Social Security statements
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6	*Up to - \$34,150	Up to - \$54,550
7	*Up to - \$36,500	Up to - \$58,300
8 or more	*Up to - \$38,850	Up to - \$62,050

Applicant

Applicant Name (First Mid.Last) *

Applicant Phone *

What is the address of the home that is in need of repair? *

Applicant Questions

Date of Birth *	Sex *	Race *	Ethnicity *	Marital Status *
		▼	▼	▼
Do you own your home? *			Are there any liens on the property? *	
			▼	▼
Are property taxes paid? *			Do you live in a mobile home? *	
			▼	▼
Are you or any persons in your household disabled? If so, list any changes needed to the housing unit (such as wheelchair ramp, etc.) *				
▼				

Monthly Income

What is the total number of people in the household? *

What is the total annual household income amount? *



Please enter the dollar amount of monthly income from the sources listed below. Leave the amount as zero if you do not receive income from that source.

Rental Property:



Temporary Assistance to Needy Families (TANF):



Child Support:



Supplemental Social Security:



Social Security:



Unemployment Compensation:



Self Employment:



Veterans Benefits:



Pensions:



Unemployment Insurance:



Other income source not listed

Alimony:



Other Income:



Other Assistance:



Employment

What is the name of the primary income recipient/earner? *

Please enter the current employment information of household members who contribute to the household finances including parents and children.

Family Member Name 1	Employer/Address	Hired on(mm/yy)	Hourly Wage	Hrs/Week
			◇	◇
Family Member Name 2	Employer/Address	Hired on(mm/yy)	Hourly Wage	Hrs/Week
			◇	◇
Family Member Name 3	Employer/Address	Hired on(mm/yy)	Hourly Wage	Hrs/Week
			◇	◇
Family Member Name 4	Employer/Address	Hired on(mm/yy)	Hourly Wage	Hrs/Week
			◇	◇
Family Member Name 5	Employer/Address	Hired on(mm/yy)	Hourly Wage	Hrs/Week
			◇	◇

Requested Home Repairs

Please check off the home repairs in need: *

- Roof
- Electrical
- Plumbing
- Septic, Well or Utilities
- Public Utilities Connection
- Air Conditioning (HVAC)
- Accessibility modifications (ie.wheelchair ramp, shower, etc)
- Structural issues
- Others not listing

Please provide a detailed explanation of the repairs needed and any known cause of the damage: *

Has a contractor provided a quote for the needed repairs? * If yes, please provide the quoted amount:

If yes, please provide the name of the contractor and phone number

Required Documents

This type of application has documents that are required prior to submission.
You may continue to fill out the application but it cannot be submitted until the required documents are uploaded.

Please print, sign and notarize this affidavit and attach to your application below.

Drivers license or State Identification

Required before application can be submitted.

Proof of income

Required before application can be submitted.

Examples of proof of income are tax statements, pay stubs, retirement statements, bank statements, social security statements, and SNAP documentation.

Proof of Property Taxes Current

Required before application can be submitted.

Proof of Current Property Taxes can be found on the Tax Collector's website here: <https://www.columbiataxcollector.com/>

Property deed

Required before application can be submitted.

Property deeds may be found on the property appraisers website here: <http://columbia.floridapa.com/gis/> After finding the parcel, click on the "Book/Page" link to get a copy the deed.

Signed Affidavit

Required before application can be submitted.

Social Security Card for all household member(s)

Required before application can be submitted.

Submit Application

The submitted Application, including attachments, is subject to disclosure under Florida's public records law subject to limited applicable exemptions. Applicant acknowledges, understands, and agrees that, except as noted below, all information in its application and attachments will be disclosed, without any notice to Applicant, if a public records request is made for such information, and the County will not be liable to Applicant for such disclosure.

Social Security numbers are collected, maintained and reported by the County to be in compliance with IRS 1099 reporting requirements and are exempt from public records pursuant to Florida Statutes §119.071.

If Applicant believes that information in its application, including attachments, contains information that is confidential and exempt from disclosure, Applicant must include a general description of the information and provide reference to the Florida statute or other law which exempts such designated information from disclosure in the event of a public records request. The County does not warrant or guarantee that information designated by Applicant as exempt from disclosure is in fact exempt, and if the County disagrees, it will make such disclosures in accordance with its sole determination as to the applicable law.

I certify that, I am authorized to submit this application on behalf of the individual, the information provided in this application is true and accurate to the best of my ability, and no false or misleading statements have been made in order to secure approval of this application. You are authorized to make all the inquiries you deem necessary to verify the accuracy of the information contained herein. Additionally, applicant agrees that in the event that money is provided pursuant to this application, the County or its agent shall be entitled to access and audit such records as may be necessary to prevent fraud in this process or ensure compliance with federal requirements. Under penalties of perjury, I declare that I have read the foregoing application and that the facts stated in it are true. I understand that knowingly making a false written declaration may be charged as a felony of the third degree.

I hereby give permission for County's representative to enter said property for the purpose of inspection and developing a scope of work.

Once confirmed, our team will begin the review process and may notify you for further information or instructions. You must check the box labelled "Under penalty of perjury, I declare that all the information contained in this building permit application is true and correct." in order to submit.

OWNER'S ELECTRONIC SUBMISSION STATEMENT:

Under penalty of perjury, I declare that all the information contained in this funding request application is true and correct.

**AFFIDAVIT IN SUPPORT OF AMERICAN RESCUE PLAN ACT (ARPA)
APPLICATION**

**STATE OF FLORIDA
COUNTY OF COLUMBIA**

BEFORE ME this day personally appeared _____,
who, after being duly sworn, and under penalty of perjury deposes and says:

1. My name is _____, I am over the age of 18 and sui juris.
I make this affidavit in my capacity as reflected on my application to Columbia County, Florida
for participation in the county's ARPA Program for the allocation of funds provided to the County
pursuant to the act.

2. On _____, ____ 2022, I completed for the County's consideration an application
to participate in the Columbia County's ARPA Program.

3. Each of my responses and the information I provided in support of the application are true,
complete, and correct to the best of my knowledge. I have made no misrepresentations or
purposeful omissions of any information requested of me in support of the application.

4. I understand that if my application is determined to have been made falsely or through the
provision of incomplete or misleading information, any funds awarded in connection with the
ARPA Program may be rescinded and repayment of all such amounts already received required. I
further understand that I may be held criminally responsible for making a false statement to a
public servant in violation of Florida Statutes chapter 837.

Further affiant sayeth naught.

Sign: _____

Print: _____

The foregoing instrument was sworn to and subscribed before me this ___ day of
_____ 2022 by _____, who is personally
known to me or who provided _____ as identification.

(SEAL)

Notary Public, State of Florida

File Attachments for Item:

15. Update - Camera System Upgrade for City owned properties (Information Technology Director Matt Benedetti)

Option 1

Airport	\$44,054.89
City Hall	\$29,988.03
Darby	\$13,359.59
IT	\$9,511.53
Kicklighter	\$21,064.25
Natural Gas	\$15,122.00
Customer Service	\$20,954.52
Public Safety	\$34,053.06
Public Works	\$35,332.07
Spray Field	\$8,007.46
Utility Annex	\$24,247.42
Water Treat	\$24,198.25
Total	\$279,893.07

Option 2

Airport	\$67,855.06
City Hall	\$33,906.39
Darby	\$36,638.88
IT	\$37,033.45
Kicklighter	\$26,543.94
Natural Gas	\$16,820.70
Customer Service	\$27,989.18
Public Safety	\$51,468.93
Public Works	\$51,257.64
Spray Field	\$9,278.69
Utility Annex	\$29,332.92
Water Treat	\$29,775.56
Total	\$417,901.30

File Attachments for Item:

16. City Council Resolution No. 2022-021 - A resolution of the City Council of the City of Lake City, Florida, authorizing the execution of a grant agreement with the State of Florida, Department of Environmental Protection; providing for the acceptance of a grant award of up to \$1,408,566.00 in the reimbursable costs associated with the construction of utilities at the State Road 47 and Interstate 75 Interchange; and providing for an effective date.

MEETING DATE
February 22, 2022

CITY OF LAKE CITY

Report to Council

COUNCIL AGENDA	
SECTION	
ITEM NO.	

SUBJECT: FDEP SR 47 I-75 Wastewater Improvements Project Phase 1 WG044

DEPT / OFFICE: Utility Administration

Originator: Paul Dyal		
Interim City Manager: Paul Dyal	Department Director: Paul Dyal	Date: 02-06-2022
Recommended Action: City Council consideration to approve and accept State of Florida Department of Environmental Protection (FDEP) grant in the amount of \$1,408,566.00 for wastewater improvements at the SR 47/I-75 interchange.		
Summary Explanation & Background: The SR 47/I-75 interchange is within 100 feet of Cannon Creek. Cannon Creek Sink has a direct connection to Ichetucknee Springs and what overflows the sink travels to Rose Creek Sink, which has been dye trace studied to reach Ichetucknee Springs in 2-3 days. The Ichetucknee Spring is identified in the Santa Fe River Basin Management Action Plan (BMAP) as impaired for the nitrate form of nitrogen. The SR 47/I-75 Wastewater Improvements Project Phase 1 will provide nearby central sewer connectivity for residences and businesses near the SR 47/I-75 interchange. This project will allow for the decommissioning of existing septic systems in the area and conversion to centralized sewer, which will reduce nitrogen loading to the environment and benefit the BMAP. This grant will continue to help expand this project, which will include the construction of sanitary sewer and gravity mains, two lift stations, two wastewater horizontal directional drills, new natural gas lines, two natural gas horizontal directional drills, and restoration of existing infrastructure.		
Alternatives: None		
Source of Funds: FDEP Grant - \$1,408,566.00		
Financial Impact: None, Grant Funded, With No Match		
Exhibits Attached: 1) WG044 FDEP Grant Agreement		

CITY COUNCIL RESOLUTION NO. 2022-021

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AUTHORIZING THE EXECUTION OF A GRANT AGREEMENT WITH THE STATE OF FLORIDA, DEPARTMENT OF ENVIRONMENTAL PROTECTION; PROVIDING FOR THE ACCEPTANCE OF A GRANT AWARD OF UP TO \$1,408,566.00 IN REIMBURSABLE COSTS ASSOCIATED WITH THE CONSTRUCTION OF UTILITIES AT THE STATE ROAD 47 AND INTERSTATE 75 INTERCHANGE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Lake City, Florida (hereinafter the “City”) submitted to the State of Florida, Department of Environmental Protection (hereinafter “DEP”), an application for grant funding to be used towards the construction of certain utilities at the Interstate 75 and State Road 47 interchange and referred to as the SR 47/I-75 Wastewater Improvements Project Phase I (hereinafter the “Project”); and

WHEREAS, DEP has awarded a grant towards reimbursable costs associated with the Project in an amount not to exceed one million four hundred eight thousand five hundred sixty-six dollars and zero cents (\$1,408,566.00); and

WHEREAS, the City Council finds that accepting the terms and conditions of Grant Agreement Number WG044 with DEP, a copy of which is attached hereto and made a part of this resolution (hereinafter the “Agreement”) is in the best interests of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AS FOLLOWS:

Section 1. The above recitals are all true and accurate and are incorporated herein and made a part of this resolution.

Section 2. The grant award is hereby accepted and the Mayor is authorized to executed the Agreement.

Section 3. Effective Date. This resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED at a meeting of the City Council this ____ day of February 2022.

CITY OF LAKE CITY, FLORIDA

By: _____
Stephen M. Witt,
Mayor

ATTEST:

APPROVED AS TO FORM AND
LEGALITY:

By: _____
Audrey E. Sikes, City Clerk

By: _____
Frederick L. Koberlein, Jr.,
City Attorney

**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): **SR 47/ I-75 Wastewater Improvements Project Phase 1** Agreement Number: **WG044**

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

Grantee Name: **City of Lake City** Entity Type: **Local Government**
Grantee Address: **205 N Marion Ave. Lake City, FL 32055** FEID: **59-6000352** (Grantee)

3. Agreement Begin Date: **Upon Execution** Date of Expiration: **October 31, 2023**

4. Project Number: _____ Project Location(s): **City of Lake City, Columbia County**
(If different from Agreement Number)

Project Description: **This project includes the construction of sanitary sewer and gravity mains, two lift stations, two wastewater horizontal directional drills, new natural gas lines, two natural gas horizontal directional drills, and restoration of existing infrastructure.**

5. Total Amount of Funding:	Funding Source?	Award #s or Line Item Appropriations:	Amount per Source(s):
1408566	<input type="checkbox"/> State <input checked="" type="checkbox"/> Federal	Fed WWG, Section 152, FY21-22, WPSPTF	1408566
	<input type="checkbox"/> State <input type="checkbox"/> Federal		
	<input type="checkbox"/> Grantee Match		

Total Amount of Funding + Grantee Match, if any: **1408566**

6. Department's Grant Manager Name: Kamri Colvin-Reece _____ or successor	Grantee's Grant Manager Name: Paul Dyal _____ or successor
Address: 3900 Commonwealth Blvd MS#3602 Tallahassee, Florida 32399 _____	Address: 692 SW St. Margarets Street Lake City, Florida 32025 _____
Phone: _____	Phone: 386-719-5815 _____
Email: kamri.colvinreece@floridadep.gov _____	Email: dyalp@lcfla.com _____

7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

<input checked="" type="checkbox"/> Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
<input checked="" type="checkbox"/> Attachment 2: Special Terms and Conditions
<input checked="" type="checkbox"/> Attachment 3: Grant Work Plan
<input checked="" type="checkbox"/> Attachment 4: Public Records Requirements
<input checked="" type="checkbox"/> Attachment 5: Special Audit Requirements
<input type="checkbox"/> Attachment 6: Program-Specific Requirements
<input type="checkbox"/> Attachment 7: _____ Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com , in accordance with §215.985, F.S.
<input checked="" type="checkbox"/> Attachment 8: Federal Regulations and Terms (Federal)
<input type="checkbox"/> Additional Attachments (if necessary):
<input checked="" type="checkbox"/> Exhibit A: Progress Report Form
<input type="checkbox"/> Exhibit B: Property Reporting Form
<input checked="" type="checkbox"/> Exhibit C: Payment Request Summary Form
<input type="checkbox"/> Exhibit D: Quality Assurance Requirements for Grants
<input type="checkbox"/> Exhibit E: Advance Payment Terms and Interest Earned Memo
<input type="checkbox"/> 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):	SLFRP0125
Federal Award Date to Department:	
Total Federal Funds Obligated by this Agreement:	1408566
Federal Awarding Agency:	Department of the Treasury
Award R&D?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> N/A

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date above or the last date signed below, whichever is later.

City of Lake City

GRANTEE

Grantee Name

By _____
(Authorized Signature) Date Signed

Stephen M. Witt, Mayor

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection

DEPARTMENT

By _____
Secretary or Designee Date Signed

Angela Knecht, Director of Water Restoration Assistance

Print Name and Title of Person Signing

Additional signatures attached on separate page.

DWRA Additional Signatures

Kamri Colvin-Reece, DEP Grant Manager

Michael Barr, DEP QC Reviewer

**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.

4. Deliverables.

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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. 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 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/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.
- e. 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.
- f. 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.
- g. 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.
- h. 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.
- i. 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:
www.myfloridacfo.com/Division/AA/Vendors/default.htm.
- j. 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. 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-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 the purposes of this Agreement, Equipment is defined as capital outlay costing \$5,000 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

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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 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.

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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.

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 Diversity, 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. 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.

25. 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.

26. 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/>).

27. 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 §200.330 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, 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.

28. 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.

29. Independent Contractor.

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

30. 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.

Attachment 1

- 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 Diversity 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.

31. 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 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.

32. 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.

33. 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.

34. 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.

35. 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.

36. 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.

37. 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.

38. 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. WG044**

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 SR 47/ I-75 Wastewater Improvements Project Phase 1. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.

- a. Reimbursement Period. The reimbursement period for this Agreement begins on July 1, 2021 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>
<input type="checkbox"/>	<input type="checkbox"/>	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
<input type="checkbox"/>	<input type="checkbox"/>	a. Fringe Benefits, N/A.
<input type="checkbox"/>	<input type="checkbox"/>	b. Indirect Costs, N/A.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Contractual (Subcontractors)
<input type="checkbox"/>	<input type="checkbox"/>	Travel, in accordance with Section 112, F.S.
<input type="checkbox"/>	<input type="checkbox"/>	Equipment
<input type="checkbox"/>	<input type="checkbox"/>	Rental/Lease of Equipment
<input type="checkbox"/>	<input type="checkbox"/>	Miscellaneous/Other Expenses
<input type="checkbox"/>	<input type="checkbox"/>	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. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may 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. Commercial General Liability Insurance.
The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be \$250,000 for each occurrence and \$500,000 policy aggregate.
- 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 Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. 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 and Employer's Liability Coverage.
The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.
- d. Other Insurance. None.

9. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

10. Retainage.

Retainage is permitted under this Agreement. Retainage may be up to a maximum of 10% of the total amount of the Agreement.

11. Subcontracting.

The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. 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. Additional Terms.

None.

**ATTACHMENT 3
GRANT WORK PLAN**

PROJECT TITLE: SR 47/ I-75 Wastewater Improvements Project Phase 1

PROJECT LOCATION: The Project will be located in the City of Lake City within Columbia County; Lat/Long (30.126403, -82.661513).

PROJECT BACKGROUND: The SR 47/I-75 interchange is within 100 feet of Cannon Creek. Cannon Creek Sink has a direct connection to Ichetucknee Springs and what overflows the sink travels to Rose Creek Sink, which has been dye trace studied to reach Ichetucknee Springs in 2-3 days. The Ichetucknee Spring is identified in the Santa Fe River Basin Management Action Plan (BMAP) as impaired for the nitrate form of nitrogen. The SR 47/I-75 Wastewater Improvements Project Phase 1 will provide nearby central sewer connectivity for residences and businesses near the SR 47/I-75 interchange. This project will allow for the decommissioning of existing septic systems in the area and conversion to centralized sewer, which will reduce nitrogen loading to the environment and benefit the BMAP.

PROJECT DESCRIPTION: The City of Lake City will construct sanitary sewer and gravity mains, two lift stations, two wastewater horizontal directional drills, new natural gas lines and two natural gas horizontal directional drills to fuel the backup generators for the lift stations, and restoration of existing roadways, driveways, sidewalks and landscaping.

TASKS: All documentation should be submitted electronically unless otherwise indicated.

Task 1: Construction

Deliverables: The Grantee will construct the new wastewater collection and transmission system and the natural gas distribution lines to the lift station backup generators in accordance with the construction contract documents.

Documentation: The Grantee will submit 1) a copy of the final design; 2) a signed acceptance of the completed work to date, as provided in the Grantee’s Certification of Payment Request; and 3) a signed Engineer’s Certification of Payment Request.

Performance Standard: The Department’s Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department’s Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

PROJECT TIMELINE & BUDGET DETAIL: The tasks must be completed by, and all documentation received by, the corresponding task end date. Cost reimbursable grant funding must not exceed the budget amounts as indicated below.

Task No.	Task Title	Budget Category	Grant Amount	Task Start Date	Task End Date
1	Construction	Contractual Services	\$1,408,566	07/01/2021	04/30/2023
Total:			\$1,408,566		

**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 or 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 \$750,000 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 \$750,000 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 \$750,000 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 other federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at www.cfda.gov

PART II: STATE FUNDED

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

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

PART III: OTHER AUDIT REQUIREMENTS

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

PART IV: REPORT SUBMISSION

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

By Mail:

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

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

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

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

By Mail:

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

Electronically:

FDEPSingleAudit@dep.state.fl.us

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

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

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

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

By Mail:

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

Electronically:

FDEPSingleAudit@dep.state.fl.us

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

Attachment 5

3 of 6

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 the reporting package was delivered to the recipient 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
Original Agreement	Department of the Treasury	21.027	Coronavirus State and Local Fiscal Recovery Funds	\$1,408,566	145110
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
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	\$1,408,566	
-------------	-------------	--

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) [www.cfda.gov] 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 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.

¹ Subject to change by Change Order.

² Subject to change by Change Order.

ATTACHMENT 8
Contract Provisions for Coronavirus State and Local Fiscal Recovery Funds
(SLFRF) Agreements

The Department, as a Non-Federal Entity as defined by 2 CFR §200.69, shall comply with the following provisions, where applicable. For purposes of this Grant Agreement between the Department and the Grantee, the term “Recipient” shall mean “Grantee.”

Further, the Department, as a pass-through entity, also requires the Grantee to pass on these requirements to all lower tier subrecipients, and to comply with the provisions of the award, the SLFRF implementing regulation, including applicable provisions of the OMB Uniform Guidance (2 CFR Part 200), and all associated terms and conditions. Therefore, Grantees must include these requirements in all related subcontracts and/or sub-awards. Grantees can include these requirements by incorporating this Attachment in the related subcontract and/or sub-awards, however for all such subcontracts and sub-awards, the Grantee shall assume the role of the Non-Federal Entity and the subrecipients shall assume the role of the Recipient.

2 CFR PART 200 APPENDIX 2 REQUIREMENTS

1. Administrative, Contractual, and Legal Remedies

The following provision is required if the Agreement is for more than \$150,000. In addition to any of the remedies described elsewhere in the Agreement, if the Recipient materially fails to comply with the terms and conditions of this Contract, including any Federal or State statutes, rules or regulations, applicable to this Contract, the Non-Federal Entity may take one or more of the following actions.

- A. Temporarily withhold payments pending correction of the deficiency by the Recipient.
- B. Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.
- C. Wholly or partly suspend or terminate this Contract.
- D. Take other remedies that may be legally available.

The remedies identified above, do not preclude the Recipient from being subject to debarment and suspension under Presidential Executive Orders 12549 and 12689. The Non-Federal entity shall have the right to demand a refund, either in whole or part, of the funds provided to the Recipient for noncompliance with the terms of this Agreement.

2. Termination for Cause and Convenience

Termination for Cause and Convenience are addressed elsewhere in the Agreement.

3. Equal Opportunity Clause

The following provision applies if the agreement meets the definition of “federally assisted construction contract” as defined by 41 CFR Part 60-1.3:

During the performance of this Agreement, the Recipient agrees as follows:

- i. The Recipient will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Recipient will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
 - a. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Recipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- ii. The Recipient will, in all solicitations or advertisements for employees placed by or on behalf of the Recipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- iii. The Recipient will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or

another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Recipient's legal duty to furnish information.

- iv. The Recipient will send to each labor union or representative of workers with which he has a collective bargaining agreement or other Agreement or understanding, a notice to be provided advising the said labor union or workers' representatives of the Recipient's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- v. The Recipient will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- vi. The Recipient will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- vii. In the event of the Recipient's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Recipient may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- viii. The Recipient will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Recipient will take such action with respect to any subcontractor purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

4. Davis Bacon Act

If the Agreement is a prime construction contract in excess of \$2,000 awarded by the Recipient, and if required by the Federal Legislation, the Recipient must comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must pay wages not less than once a week. The Recipient must comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each Recipient or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

5. Contract Work Hours and Safety Standards Act

Where applicable, if the Agreement is in excess of \$100,000 and involves the employment of mechanics or laborers, the Recipient must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each Recipient must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The

requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

6. Rights to Inventions Made Under Agreement

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

7. Clean Air Act (42 U.S.C. 7401-7671q.), the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), and EPA Regulations

If the Agreement is in excess of \$100,000, the Recipient shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and by the EPA (40 CFR Part 15). Violations must be reported to the Federal Awarding Agency and the Regional Office of the Environmental Protection Agency (EPA).

8. Debarment and Suspension (Executive Orders 12549 and 12689)

The Recipient certifies that it is not listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 and 2 CF 1200 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.”

9. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

The Recipient certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. If applicable, the Recipient shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award, using form SF-LLL, available at: https://apply07.grants.gov/apply/forms/sample/SFLLL_1_2_P-V1.2.pdf.

10. Procurement of Recovered Materials

The Recipient must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act as described in 2 CFR part 200.322.

11. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

The Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. See Section 889 of Public Law 115-232 (National Defense Authorization Act 2019). Also, see 2 CFR 200.216 and 200.471.

12. Domestic Preferences for Procurement

The Recipients and subrecipients must to the greatest extent practical give preference to the purchase, acquisition, or use of goods, products, or materials produced in the United States in accordance with 2 CFR 200.322.

ADMINISTRATIVE

1. General Federal Regulations

Recipients shall comply with the regulations listed in 2 CFR 200, 48 CFR 31, and 40 U.S.C. 1101 *et sequence*.

2. Rights to Patents and Inventions Made Under a Contract or Agreement

Rights to inventions made under this assistance agreement are subject to federal patent and licensing regulations, which are codified at Title 37 CFR Part 401 and Title 35 U.S.C. 200 through 212.

3. Compliance with the Trafficking Victims Protection Act of 2000 (2 CFR Part 175)

Recipients, their employees, subrecipients under this award, and subrecipients' employees may not:

- A. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
- B. Procure a commercial sex act during the period of time that the award is in effect; or
- C. Use forced labor in the performance of the award or subawards under the award.

4. Whistleblower Protection

Recipients shall comply with U.S.C. §4712, Enhancement of Recipient and Subrecipient Employee Whistleblower Protection. This requirement applies to all awards issued after July 1, 2013 and effective December 14, 2016 has been permanently extended (Public Law (P.L.) 114-261).

- A. This award, related subawards, and related contracts over the simplified acquisition threshold and all employees working on this award, related subawards, and related contracts over the simplified acquisition threshold are subject to the whistleblower rights and remedies in the pilot program on award recipient employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (P.L. 112-239).
- B. Recipients, their subrecipients, and their contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 U.S.C. 4712.
- C. The Recipient shall insert this clause, including this paragraph C, in all subawards and in contracts over the simplified acquisition threshold related to this award; best efforts should be made to include this clause, including this paragraph C in any subawards and contracts awarded prior to the effective date of this provision.

5. Notification of Termination (2 CFR § 200.340)

In accordance with 2 CFR § 200.340, in the event that the Agreement is terminated prior to the end of the period of performance due to the Recipient’s or subcontractor’s material failure to comply with Federal statutes, regulations or the terms and conditions of this Agreement or the Federal award, the termination shall be reported to the Office of Management and Budget (OMB)-designated integrity and performance system, accessible through System for Award Management (SAM) currently the Federal Awardee Performance and Integrity Information System (FAPIIS). The Non-Federal Entity will notify the Recipient of the termination and the Federal requirement to report the termination in FAPIIS. See 2 CFR § 200.340 for the requirements of the notice and the Recipient’s rights upon termination and following termination.

6. Additional Lobbying Requirements

- A. The Recipient certifies that no funds provided under this Agreement have been used or will be used to engage in the lobbying of the Federal Government or in litigation against the United States unless authorized under existing law.
- B. The Lobbying Disclosure Act of 1995, as amended (2 U.S.C. §1601 *et seq.*), prohibits any organization described in Section 501(c)(4) of the Internal Revenue Code, from receiving federal funds through an award, grant (and/or subgrant) or loan unless such organization warrants that it does not, and will not engage in lobbying activities prohibited by the Act as a special condition of such an award, grant (and/or subgrant), or loan. This restriction does not apply to loans made pursuant to approved revolving loan programs or to contracts awarded using proper procurement procedures.
- C. Pursuant to 2 CFR §200.450 and 2 CFR §200.454(e), the Recipient is hereby prohibited from using funds provided by this Agreement for membership dues to any entity or organization engaged in lobbying activities.

COMPLIANCE WITH ASSURANCES

1. Assurances

Recipients shall comply with any and all applicable assurances made by the Department or the Recipient to the Federal Government during the Grant application process.

FEDERAL REPORTING REQUIREMENTS

1. FFATA

Grant Recipients awarded a new Federal grant greater than or equal to \$30,000 awarded on or after October 1, 2015, are subject to the FFATA the Federal Funding Accountability and Transparency Act (“FFATA”) of 2006. The FFATA legislation requires that information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website, which is

www.USASpending.gov. The Grantee agrees to provide the information necessary, within one (1) month of execution, for the Department to comply with this requirement.

DEPARTMENT OF TREASURY-SPECIFIC

1. Civil Rights Compliance

Recipients of Federal financial assistance from the Treasury are required to meet legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds. Those requirements include ensuring that entities receiving Federal financial assistance from the Treasury do not deny benefits or services or otherwise discriminate on the basis of race, color, national origin, (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following: Title VI of Civil Rights Acts of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department’s implementing regulations, 31 CFR 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Department of Treasury implementing regulations at 31 CFR part 23. The Department of Treasury may request that recipients submit data for post-award compliance reviews, including information such as a narrative describing their compliance status.

SLFRF-SPECIFIC

1. Davis-Bacon Certification

For projects over \$10 million dollars, Recipients must certify that all laborers and mechanics employed by subcontractors in the performance of such project are paid wages at the rates not less than those prevailing, as determined by the U.S. Secretary of Labor in accordance with the Davis-Bacon Act, for the corresponding classes of laborers and mechanics employed projected of a character similar to the contract work in the civil subdivision of Florida in which the work is to be performed.

2. Project Labor Agreements

For projects over \$10 million dollars, Recipients may provide a certification that the project includes a project labor agreement, meaning a pre-hire collective bargaining agreement consistent with the section 8(f) of the National Labor Relations Act (29 U.S.C. 158(f)). If the Recipient does not provide such certification, the recipient must provide a project workforce continuity plan, detailing:

- How the Recipient will ensure the project has ready access to a sufficient supply of appropriately skilled and unskilled labor to ensure high-quality construction throughout the life of the project;
- How the Recipient will minimize risks of labor disputes and disruptions that would jeopardize timeliness and cost-effectiveness of the project; and
- How the Recipient will provide a safe and healthy workplace that avoids delays and costs associated with workplace illnesses, injuries, and fatalities;
- Whether workers on the project will receive wages and benefits that will secure and appropriately skilled workforce in the context of the local or regional labor market; and
- Whether the project has completed a labor agreement.

3. Other Reporting Requirements

For projects over \$10 million dollars, Recipients must report whether the project prioritizes local hires and whether the project has Community Benefit Agreement, with a description of any such agreement.

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**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**Exhibit A
Progress Report Form**

DEP Agreement No.:	WG044
Project Title:	SR 47/ I-75 Wastewater Improvements Project Phase 1
Grantee Name:	City of Lake City
Grantee's Grant Manager:	
Reporting Period:	Select reporting period. Select year.

Provide the following information for all tasks identified in the Grant Work Plan:

Summarize the work completed within each task for the reporting period. Provide an update on the estimated completion date for each task and an explanation for any anticipated delays or problems encountered. Add or remove task sections and use as many pages as necessary to cover all tasks. Use the format provided below.

Task 1: Construction

- **Progress for this reporting period:** Add Text
- **Identify delays or problems encountered:** Add Text

Indicate the completion status for the following tasks (if included in the Grant Work Plan):

Design (Plans/Submittal): 30% , 60% , 90% , 100%

Permitting (Completed): Yes , No

Construction (Estimated): _____ %

This report is submitted in accordance with the reporting requirements of the above DEP Agreement number and accurately reflects the activities associated with the project.

Signature of Grantee's Grant Manager (Original Ink)

Date

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**Exhibit C
Payment Request Summary Form**

The **Payment Request Summary Form** for this grant can be found on our website at this link:

<https://floridadep.gov/wra/wra/documents/payment-request-summary-form>

Please use the most current form found on the website, linked above, for each payment request.

File Attachments for Item:

17. City Council Resolution No. 2022-022 - A resolution of the City Council of the City of Lake City, Florida, authorizing the execution of a grant agreement with the State of Florida, Department of Environmental Protection; providing for the acceptance of a grant award of up to \$475,000.00 in reimbursable costs associated with the connection of the Casey Jones RV Park to the City's Wastewater Utility System; and providing for an effective date.

MEETING DATE
February 22, 2022

CITY OF LAKE CITY

Report to Council

COUNCIL AGENDA	
SECTION	
ITEM NO.	

SUBJECT: SR 47/ I-75 Wastewater Improvements Projects RV Park Extension WG057

DEPT / OFFICE: Utility Administration

Originator: Paul Dyal		
Interim City Manager: Paul Dyal	Department Director: Paul Dyal	Date: 02-06-2022
Recommended Action: City Council consideration to approve and accept State of Florida Department of Environmental Protection (FDEP) grant in the amount of \$475,000.00 for wastewater improvements at the SR 47/ I-75 interchange.		
Summary Explanation & Background: The SR 47/I-75 interchange is within 100 feet of Cannon Creek. Cannon Creek Sink has a direct connection to Ichetucknee Springs and what overflows the sink travels to Rose Creek Sink, which has been dye trace studied to reach Ichetucknee Springs in 2-3 days. The Ichetucknee Spring is identified in the Santa Fe River Basin Management Action Plan (BMAP) as impaired for the nitrate form of nitrogen. The SR 47/I-75 Wastewater Improvements Project Phase 1 will provide nearby central sewer connectivity for residences and businesses near the SR 47/I-75 interchange. This project will allow for the decommissioning of existing septic systems in the area and conversion to centralized sewer, which will reduce nitrogen loading to the environment and benefit the BMAP. This grant will allow the City of Lake City to complete the SR 47/I-75 Wastewater Improvements Project RV Park Extension to connect the Casey Jones RV Park to the City’s centralized wastewater collection system. This project will abandon existing septic tanks in the area, install low-pressure and gravity sewer mains, manholes, and approximately six grinder pump stations with associated piping.		
Alternatives: None		
Source of Funds: FDEP Grant - \$475,000.00		
Financial Impact: None, Grant Funded, With No Match		
Exhibits Attached: 1) WG057 FDEP Grant Agreement		

CITY COUNCIL RESOLUTION NO. 2022-022

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AUTHORIZING THE EXECUTION OF A GRANT AGREEMENT WITH THE STATE OF FLORIDA, DEPARTMENT OF ENVIRONMENTAL PROTECTION; PROVIDING FOR THE ACCEPTANCE OF A GRANT AWARD OF UP TO \$475,000.00 IN REIMBURSABLE COSTS ASSOCIATED WITH THE CONNECTION OF THE CASEY JONES RV PARK TO THE CITY'S WASTEWATER UTILITY SYSTEM; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Lake City, Florida (hereinafter the "City") submitted to the State of Florida, Department of Environmental Protection (hereinafter "DEP") an application for grant funding to be used towards the connection of the Casey Jones RV Park to the City's wastewater system and referred to as the SR 47/I-75 Wastewater Improvements Project RV Park Extension (hereinafter the "Project"); and

WHEREAS, DEP has awarded a grant towards reimbursable costs associated with the Project in an amount not to exceed four hundred seventy-five thousand dollars and zero cents (\$475,000.00) towards the Project; and

WHEREAS, the City Council finds that accepting the terms and conditions of Grant Agreement Number WG057 with DEP, a copy of which is attached hereto and made a part of this resolution (hereinafter the "Agreement") is in the best interests of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AS FOLLOWS:

Section 1. The above recitals are all true and accurate and are incorporated herein and made a part of this resolution.

Section 2. The grant award is hereby accepted and the Mayor is authorized to executed the Agreement.

Section 3. Effective Date. This resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED at a meeting of the City Council this ____ day of February 2022.

CITY OF LAKE CITY, FLORIDA

By: _____
Stephen M. Witt,
Mayor

ATTEST:

APPROVED AS TO FORM AND
LEGALITY:

By: _____
Audrey E. Sikes, City Clerk

By: _____
Frederick L. Koberlein, Jr.,
City Attorney

**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): **SR 47/ I-75 Wastewater Improvements Projects RV Park Extension** Agreement Number: **WG057**

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

Grantee Name: **City of Lake City** Entity Type: **Local Government**
Grantee Address: **205 N Marion Ave. Lake City, FL 32055** FEID: **59-6000352** (Grantee)

3. Agreement Begin Date: **Upon Execution** Date of Expiration: **April 30, 2024**

4. Project Number: _____ Project Location(s): **City of Lake City**
(If different from Agreement Number)

Project Description: **This project will abandon existing septic tanks in the area, install low-pressure and gravity sewer mains, manholes, and approximately grinder pump stations with associated piping.**

5. Total Amount of Funding:	Funding Source?	Award #s or Line Item Appropriations:	Amount per Source(s):
475000	<input type="checkbox"/> State <input checked="" type="checkbox"/> Federal	Fed WWG, Section 152, FY21-22, WPSPTF	475000
	<input type="checkbox"/> State <input type="checkbox"/> Federal		
	<input type="checkbox"/> Grantee Match		

Total Amount of Funding + Grantee Match, if any: **475000**

<p>6. Department's Grant Manager Name: Kamri Colvin-Reece _____ or successor Address: 3900 Commonwealth Blvd MS#3570 Tallahassee, Florida 32399 _____ Phone: _____ Email: kamri.colvinreece@floridadep.gov</p>	<p>Grantee's Grant Manager Name: Paul Dyal _____ or successor Address: 692 SW St. Margarets Street Lake City, Florida 32025 _____ Phone: 386-719-5815 Email: dyalp@lcfla.com</p>
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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:

<input checked="" type="checkbox"/> Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
<input checked="" type="checkbox"/> Attachment 2: Special Terms and Conditions
<input checked="" type="checkbox"/> Attachment 3: Grant Work Plan
<input checked="" type="checkbox"/> Attachment 4: Public Records Requirements
<input checked="" type="checkbox"/> Attachment 5: Special Audit Requirements
<input type="checkbox"/> Attachment 6: Program-Specific Requirements
<input type="checkbox"/> Attachment 7: _____ Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com , in accordance with §215.985, F.S.
<input checked="" type="checkbox"/> Attachment 8: Federal Regulations and Terms (Federal)
<input type="checkbox"/> Additional Attachments (if necessary):
<input checked="" type="checkbox"/> Exhibit A: Progress Report Form
<input type="checkbox"/> Exhibit B: Property Reporting Form
<input checked="" type="checkbox"/> Exhibit C: Payment Request Summary Form
<input type="checkbox"/> Exhibit D: Quality Assurance Requirements for Grants
<input type="checkbox"/> Exhibit E: Advance Payment Terms and Interest Earned Memo
<input type="checkbox"/> 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):	SLFRP0125
Federal Award Date to Department:	
Total Federal Funds Obligated by this Agreement:	475000
Federal Awarding Agency:	Department of the Treasury
Award R&D?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> N/A

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date above or the last date signed below, whichever is later.

City of Lake City

GRANTEE

Grantee Name

By _____ Date Signed
(Authorized Signature)

Stephen M. Witt, Mayor

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection

DEPARTMENT

By _____ Date Signed
Secretary or Designee

Angela Knecht, Acting Director of Water Restoration Assistance

Print Name and Title of Person Signing

Additional signatures attached on separate page.

DWRA Additional Signatures

Kamri Colvin-Reece, DEP Grant Manager

Michael Barr, DEP QC Reviewer

**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.

4. Deliverables.

Attachment 1

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. 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 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/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.
- e. 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.
- f. 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.
- g. 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.
- h. 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.
- i. 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:
www.myfloridacfo.com/Division/AA/Vendors/default.htm.
- j. 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. 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-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 the purposes of this Agreement, Equipment is defined as capital outlay costing \$5,000 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

Attachment 1

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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 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.

Attachment 1

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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.

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 Diversity, 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. 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.

25. 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.

26. 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/>).

27. 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 §200.330 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, 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.

28. 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.

29. Independent Contractor.

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

30. 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.

Attachment 1

- 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 Diversity 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.

31. 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 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.

32. 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.

33. 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.

34. 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.

35. 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.

36. 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.

37. 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.

38. 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. WG057**

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 SR 47/ I-75 Wastewater Improvements Project RV Park Extension. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.

- a. Reimbursement Period. The reimbursement period for this Agreement begins on July 1, 2021 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>
<input type="checkbox"/>	<input type="checkbox"/>	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
<input type="checkbox"/>	<input type="checkbox"/>	a. Fringe Benefits, N/A.
<input type="checkbox"/>	<input type="checkbox"/>	b. Indirect Costs, N/A.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Contractual (Subcontractors)
<input type="checkbox"/>	<input type="checkbox"/>	Travel, in accordance with Section 112, F.S.
<input type="checkbox"/>	<input type="checkbox"/>	Equipment
<input type="checkbox"/>	<input type="checkbox"/>	Rental/Lease of Equipment
<input type="checkbox"/>	<input type="checkbox"/>	Miscellaneous/Other Expenses
<input type="checkbox"/>	<input type="checkbox"/>	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. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may 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. Commercial General Liability Insurance.

The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be \$250,000 for each occurrence and \$500,000 policy aggregate.

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 Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. 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 and Employer's Liability Coverage.

The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.

d. Other Insurance. None.

9. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

10. Retainage.

Retainage is permitted under this Agreement. Retainage may be up to a maximum of 10% of the total amount of the Agreement.

11. Subcontracting.

The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. 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. Additional Terms.

None.

ATTACHMENT 3 GRANT WORK PLAN

PROJECT TITLE: SR47/I-75 Wastewater Improvements Project RV Park Extension

PROJECT LOCATION: The Project will be located in the City of Lake City within Columbia County; Lat/Long (30.11678, -82.6601).

PROJECT BACKGROUND: The SR 47/I-75 interchange is within 100 feet of Cannon Creek. Cannon Creek Sink has a direct connection to Ichetucknee Springs and what overflows the sink travels to Rose Creek Sink, which has been dye trace studied to reach Ichetucknee Springs in 2-3 days. The Ichetucknee Spring is identified in the Santa Fe River Basin Management Action Plan (BMAP) as impaired for the nitrate form of nitrogen. This project will decommission the existing septic systems in the area and convert the RV Park to central sewer, which will reduce nitrogen loading to the environment and benefit the BMAP.

PROJECT DESCRIPTION: The City of Lake City (Grantee) will complete the SR 47/I-75 Wastewater Improvements Project RV Park Extension to connect the Casey Jones RV Park to the City's centralized wastewater collection system. This project will abandon existing septic tanks in the area, install low-pressure and gravity sewer mains, manholes, and approximately six grinder pump stations with associated piping.

TASKS: All documentation should be submitted electronically unless otherwise indicated.

Task 1: Design and Permitting

Deliverables: The Grantee will complete the design of a combined low-pressure and gravity wastewater collection system at the Casey Jones RV Park and obtain all necessary permits for construction of the project.

Documentation: The Grantee will submit: 1) a signed acceptance of the completed work to date, as provided in the Grantee's Certification of Payment Request; and 2) a summary of design activities to date, indicating the percentage of design completion for the time period covered in the payment request. For the final documentation, the Grantee will also submit a copy of the design completed with the funding provided for this task and a list of all required permits identifying issue dates and issuing authorities.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

Task 2: Bidding and Contractor Selection

Deliverables: The Grantee will prepare a bid package, publish a public notice, solicit bids, conduct pre-bid meetings, and respond to bid questions in accordance with the Grantee's procurement process, to select one or more qualified and licensed contractors to complete construction of the combined low-pressure and gravity wastewater collection system at the Casey Jones RV Park and to complete abandonment of the existing septic tanks.

Documentation: The Grantee will submit: 1) the public notice of advertisement for the bid; 2) the bid package; and 3) a written notice of selected contractor(s).

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement following the conclusion of the task.

Task 3: Construction

Deliverables: The Grantee will construct a combined low-pressure and gravity wastewater collection system, manholes, and grinder pump stations with associated piping at the Casey Jones RV Park in accordance with the construction contract documents.

Documentation: The Grantee will submit 1) a copy of the final design; 2) a signed acceptance of the completed work to date, as provided in the Grantee's Certification of Payment Request; and 3) a signed Engineer's Certification of Payment Request.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

Task 4: Connection to Central Sewer

Deliverables: The Grantee will properly abandon approximately 18 septic systems and connect the Casey Jones RV Park to a central sanitary sewer system for wastewater treatment by the City of Lake City's Kicklighter Water Reclamation Facility.

Documentation: The Grantee will submit: 1) a signed acceptance of the completed work to date, as provided in the Grantee's Certification of Payment Request; 2) a list of addresses and types of the properties connected; and 3) proof of connection for each property, as evidenced by copies of invoices for the connections by a licensed plumber, utility contractor, or building contractor.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

PROJECT TIMELINE & BUDGET DETAIL:

The tasks must be completed by, and all documentation received by, the corresponding task end date. Cost reimbursable grant funding must not exceed the budget amounts as indicated below.

Task No.	Task Title	Budget Category	Grant Amount	Task Start Date	Task End Date
1	Design and Permitting	Contractual Services	\$54,000	07/01/2021	09/01/2022
2	Bidding and Contractor Selection	Contractual Services	\$10,000	07/01/2021	05/31/2023
3	Construction	Contractual Services	\$375,000	07/01/2021	09/01/2023
4	Connection to Central Sewer	Contractual Services	\$36,000	07/01/2021	09/01/2023
Total:			\$475,000		

**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 or 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 \$750,000 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 \$750,000 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 \$750,000 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 other federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at www.cfda.gov

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 the reporting package was delivered to the recipient 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
Original Agreement	Department of the Treasury	21.027	Coronavirus State and Local Fiscal Recovery Funds	\$475,000	145110
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
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	\$475,000	
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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) [www.cfda.gov] 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 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.

¹ Subject to change by Change Order.

² Subject to change by Change Order.

ATTACHMENT 8
Contract Provisions for Coronavirus State and Local Fiscal Recovery Funds
(SLFRF) Agreements

The Department, as a Non-Federal Entity as defined by 2 CFR §200.69, shall comply with the following provisions, where applicable. For purposes of this Grant Agreement between the Department and the Grantee, the term “Recipient” shall mean “Grantee.”

Further, the Department, as a pass-through entity, also requires the Grantee to pass on these requirements to all lower tier subrecipients, and to comply with the provisions of the award, the SLFRF implementing regulation, including applicable provisions of the OMB Uniform Guidance (2 CFR Part 200), and all associated terms and conditions. Therefore, Grantees must include these requirements in all related subcontracts and/or sub-awards. Grantees can include these requirements by incorporating this Attachment in the related subcontract and/or sub-awards, however for all such subcontracts and sub-awards, the Grantee shall assume the role of the Non-Federal Entity and the subrecipients shall assume the role of the Recipient.

2 CFR PART 200 APPENDIX 2 REQUIREMENTS

1. Administrative, Contractual, and Legal Remedies

The following provision is required if the Agreement is for more than \$150,000. In addition to any of the remedies described elsewhere in the Agreement, if the Recipient materially fails to comply with the terms and conditions of this Contract, including any Federal or State statutes, rules or regulations, applicable to this Contract, the Non-Federal Entity may take one or more of the following actions.

- A. Temporarily withhold payments pending correction of the deficiency by the Recipient.
- B. Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.
- C. Wholly or partly suspend or terminate this Contract.
- D. Take other remedies that may be legally available.

The remedies identified above, do not preclude the Recipient from being subject to debarment and suspension under Presidential Executive Orders 12549 and 12689. The Non-Federal entity shall have the right to demand a refund, either in whole or part, of the funds provided to the Recipient for noncompliance with the terms of this Agreement.

2. Termination for Cause and Convenience

Termination for Cause and Convenience are addressed elsewhere in the Agreement.

3. Equal Opportunity Clause

The following provision applies if the agreement meets the definition of “federally assisted construction contract” as defined by 41 CFR Part 60-1.3:

During the performance of this Agreement, the Recipient agrees as follows:

- i. The Recipient will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Recipient will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
 - a. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Recipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- ii. The Recipient will, in all solicitations or advertisements for employees placed by or on behalf of the Recipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- iii. The Recipient will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or

another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Recipient's legal duty to furnish information.

- iv. The Recipient will send to each labor union or representative of workers with which he has a collective bargaining agreement or other Agreement or understanding, a notice to be provided advising the said labor union or workers' representatives of the Recipient's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- v. The Recipient will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- vi. The Recipient will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- vii. In the event of the Recipient's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Recipient may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- viii. The Recipient will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Recipient will take such action with respect to any subcontractor purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

4. Davis Bacon Act

If the Agreement is a prime construction contract in excess of \$2,000 awarded by the Recipient, and if required by the Federal Legislation, the Recipient must comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must pay wages not less than once a week. The Recipient must comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each Recipient or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

5. Contract Work Hours and Safety Standards Act

Where applicable, if the Agreement is in excess of \$100,000 and involves the employment of mechanics or laborers, the Recipient must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each Recipient must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The

requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

6. Rights to Inventions Made Under Agreement

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

7. Clean Air Act (42 U.S.C. 7401-7671q.), the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), and EPA Regulations

If the Agreement is in excess of \$100,000, the Recipient shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and by the EPA (40 CFR Part 15). Violations must be reported to the Federal Awarding Agency and the Regional Office of the Environmental Protection Agency (EPA).

8. Debarment and Suspension (Executive Orders 12549 and 12689)

The Recipient certifies that it is not listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 and 2 CF 1200 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.”

9. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

The Recipient certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. If applicable, the Recipient shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award, using form SF-LLL, available at: https://apply07.grants.gov/apply/forms/sample/SFLLL_1_2_P-V1.2.pdf.

10. Procurement of Recovered Materials

The Recipient must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act as described in 2 CFR part 200.322.

11. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

The Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. See Section 889 of Public Law 115-232 (National Defense Authorization Act 2019). Also, see 2 CFR 200.216 and 200.471.

12. Domestic Preferences for Procurement

The Recipients and subrecipients must to the greatest extent practical give preference to the purchase, acquisition, or use of goods, products, or materials produced in the United States in accordance with 2 CFR 200.322.

ADMINISTRATIVE

1. General Federal Regulations

Recipients shall comply with the regulations listed in 2 CFR 200, 48 CFR 31, and 40 U.S.C. 1101 *et sequence*.

2. Rights to Patents and Inventions Made Under a Contract or Agreement

Rights to inventions made under this assistance agreement are subject to federal patent and licensing regulations, which are codified at Title 37 CFR Part 401 and Title 35 U.S.C. 200 through 212.

3. Compliance with the Trafficking Victims Protection Act of 2000 (2 CFR Part 175)

Recipients, their employees, subrecipients under this award, and subrecipients' employees may not:

- A. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
- B. Procure a commercial sex act during the period of time that the award is in effect; or
- C. Use forced labor in the performance of the award or subawards under the award.

4. Whistleblower Protection

Recipients shall comply with U.S.C. §4712, Enhancement of Recipient and Subrecipient Employee Whistleblower Protection. This requirement applies to all awards issued after July 1, 2013 and effective December 14, 2016 has been permanently extended (Public Law (P.L.) 114-261).

- A. This award, related subawards, and related contracts over the simplified acquisition threshold and all employees working on this award, related subawards, and related contracts over the simplified acquisition threshold are subject to the whistleblower rights and remedies in the pilot program on award recipient employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (P.L. 112-239).
- B. Recipients, their subrecipients, and their contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 U.S.C. 4712.
- C. The Recipient shall insert this clause, including this paragraph C, in all subawards and in contracts over the simplified acquisition threshold related to this award; best efforts should be made to include this clause, including this paragraph C in any subawards and contracts awarded prior to the effective date of this provision.

5. Notification of Termination (2 CFR § 200.340)

In accordance with 2 CFR § 200.340, in the event that the Agreement is terminated prior to the end of the period of performance due to the Recipient’s or subcontractor’s material failure to comply with Federal statutes, regulations or the terms and conditions of this Agreement or the Federal award, the termination shall be reported to the Office of Management and Budget (OMB)-designated integrity and performance system, accessible through System for Award Management (SAM) currently the Federal Awardee Performance and Integrity Information System (FAPIIS). The Non-Federal Entity will notify the Recipient of the termination and the Federal requirement to report the termination in FAPIIS. See 2 CFR § 200.340 for the requirements of the notice and the Recipient’s rights upon termination and following termination.

6. Additional Lobbying Requirements

- A. The Recipient certifies that no funds provided under this Agreement have been used or will be used to engage in the lobbying of the Federal Government or in litigation against the United States unless authorized under existing law.
- B. The Lobbying Disclosure Act of 1995, as amended (2 U.S.C. §1601 *et seq.*), prohibits any organization described in Section 501(c)(4) of the Internal Revenue Code, from receiving federal funds through an award, grant (and/or subgrant) or loan unless such organization warrants that it does not, and will not engage in lobbying activities prohibited by the Act as a special condition of such an award, grant (and/or subgrant), or loan. This restriction does not apply to loans made pursuant to approved revolving loan programs or to contracts awarded using proper procurement procedures.
- C. Pursuant to 2 CFR §200.450 and 2 CFR §200.454(e), the Recipient is hereby prohibited from using funds provided by this Agreement for membership dues to any entity or organization engaged in lobbying activities.

COMPLIANCE WITH ASSURANCES

1. Assurances

Recipients shall comply with any and all applicable assurances made by the Department or the Recipient to the Federal Government during the Grant application process.

FEDERAL REPORTING REQUIREMENTS

1. FFATA

Grant Recipients awarded a new Federal grant greater than or equal to \$30,000 awarded on or after October 1, 2015, are subject to the FFATA the Federal Funding Accountability and Transparency Act (“FFATA”) of 2006. The FFATA legislation requires that information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website, which is

www.USASpending.gov. The Grantee agrees to provide the information necessary, within one (1) month of execution, for the Department to comply with this requirement.

DEPARTMENT OF TREASURY-SPECIFIC

1. Civil Rights Compliance

Recipients of Federal financial assistance from the Treasury are required to meet legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds. Those requirements include ensuring that entities receiving Federal financial assistance from the Treasury do not deny benefits or services or otherwise discriminate on the basis of race, color, national origin, (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following: Title VI of Civil Rights Acts of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's implementing regulations, 31 CFR 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Department of Treasury implementing regulations at 31 CFR part 23. The Department of Treasury may request that recipients submit data for post-award compliance reviews, including information such as a narrative describing their compliance status.

SLFRF-SPECIFIC

1. Davis-Bacon Certification

For projects over \$10 million dollars, Recipients must certify that all laborers and mechanics employed by subcontractors in the performance of such project are paid wages at the rates not less than those prevailing, as determined by the U.S. Secretary of Labor in accordance with the Davis-Bacon Act, for the corresponding classes of laborers and mechanics employed projected of a character similar to the contract work in the civil subdivision of Florida in which the work is to be performed.

2. Project Labor Agreements

For projects over \$10 million dollars, Recipients may provide a certification that the project includes a project labor agreement, meaning a pre-hire collective bargaining agreement consistent with the section 8(f) of the National Labor Relations Act (29 U.S.C. 158(f)). If the Recipient does not provide such certification, the recipient must provide a project workforce continuity plan, detailing:

- How the Recipient will ensure the project has ready access to a sufficient supply of appropriately skilled and unskilled labor to ensure high-quality construction throughout the life of the project;
- How the Recipient will minimize risks of labor disputes and disruptions that would jeopardize timeliness and cost-effectiveness of the project; and
- How the Recipient will provide a safe and healthy workplace that avoids delays and costs associated with workplace illnesses, injuries, and fatalities;
- Whether workers on the project will receive wages and benefits that will secure and appropriately skilled workforce in the context of the local or regional labor market; and
- Whether the project has completed a labor agreement.

3. Other Reporting Requirements

For projects over \$10 million dollars, Recipients must report whether the project prioritizes local hires and whether the project has Community Benefit Agreement, with a description of any such agreement.

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**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**Exhibit A
Progress Report Form**

DEP Agreement No.:	WG057
Project Title:	SR47/I-75 Wastewater Improvements Project RV Park Extension
Grantee Name:	City of Lake City
Grantee's Grant Manager:	Paul Dyal
Reporting Period:	Select reporting period. Select year.

Provide the following information for all tasks identified in the Grant Work Plan:

Summarize the work completed within each task for the reporting period. Provide an update on the estimated completion date for each task and an explanation for any anticipated delays or problems encountered. Add or remove task sections and use as many pages as necessary to cover all tasks. Use the format provided below.

Task 1: Design and Permitting

- **Progress for this reporting period:** Add Text
- **Identify delays or problems encountered:** Add Text

Task 2: Bidding and Contractor Selection

- **Progress for this reporting period:** Add Text
- **Identify delays or problems encountered:** Add Text

Task 3: Construction

- **Progress for this reporting period:** Add Text
- **Identify delays or problems encountered:** Add Text

Task 4: Connection to Central Sewer

- **Progress for this reporting period:** Add Text
- **Identify delays or problems encountered:** Add Text

Indicate the completion status for the following tasks (if included in the Grant Work Plan):

Design (Plans/Submittal): 30% , 60% , 90% , 100%

Permitting (Completed): Yes , No

Construction (Estimated): _____ %

This report is submitted in accordance with the reporting requirements of the above DEP Agreement number and accurately reflects the activities associated with the project.

Signature of Grantee's Grant Manager (Original Ink)

Date

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**Exhibit C
Payment Request Summary Form**

The **Payment Request Summary Form** for this grant can be found on our website at this link:

<https://floridadep.gov/wra/wra/documents/payment-request-summary-form>

Please use the most current form found on the website, linked above, for each payment request.

File Attachments for Item:

18. City Council Resolution No. 2022-023 - A resolution of the City Council of the City of Lake City, Florida, authorizing Task Assignment Number Seven to the Continuing Contract with Mittauer & Associates, Inc., a Florida corporation; providing for engineering services related to the City's 120 acre wetland and the identification of additionally potential effluent disposal sites; providing for the submission of a plan of action to the Florida Department of Environmental Protection; providing for a cost not-to-exceed \$79,500.00; and providing for an effective date.

MEETING DATE
?

CITY OF LAKE CITY

Report to Council

COUNCIL AGENDA	
SECTION	
ITEM NO.	

SUBJECT: Advanced Waste Treatment and Effluent Disposal Study

DEPT / OFFICE: Utilities – Wastewater

Originator: Cody Pridgeon, Wastewater Director		
City Manager Paul Dyal	Department Director	Date 2/10/2022
Recommended Action: Accept the terms of the Proposal		
Summary Explanation & Background: <p>The Wastewater Treatment Facilities have new FDEP requirement to meet. Both facilities will have to achieve a Total Nitrogen limit of 3.0 mg/l by the year 2025. A plan of action has to be submitted by March 1st 2022. We are also approaching our permitted capacity for Effluent disposal. Mittauer has submitted the attached proposal to do a study showing the most feasible means of meeting the nutrient requirement as well as gaining additional effluent disposal. The total cost of the study will be \$79,500.</p>		
Alternatives: Not Approve		
Source of Funds: 410.74.536-030.31		
Financial Impact: \$79,500		
Exhibits Attached: 1) Proposal		

CITY COUNCIL RESOLUTION NO. 2022-023

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AUTHORIZING TASK ASSIGNMENT NUMBER SEVEN TO THE CONTINUING CONTRACT WITH MITTAUER & ASSOCIATES, INC., A FLORIDA CORPORATION; PROVIDING FOR ENGINEERING SERVICES RELATED TO THE CITY'S 120 ACRE WETLAND AND THE IDENTIFICATION OF ADDITIONALLY POTENTIAL EFFLUENT DISPOSAL SITES; PROVIDING FOR THE SUBMISSION OF A PLAN OF ACTION TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION; PROVIDING FOR A COST NOT-TO-EXCEED \$79,500.00; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Lake City, Florida (hereinafter the "City") entered into a Continuing Contract for Professional Services with Mittauer & Associates, Inc. (hereinafter "Mittauer & Associates"), as authorized by City Council Resolution No. 2019-022 with respect to certain studies, planning, design, and construction of improvements to the City water system, wastewater system, reuse water, stormwater systems, gas system, Lake City Gateway Airport, City recreational facilities, City Hall, City safety facilities and streets (herein collectively the "City Projects"); and

WHEREAS, the Continuing Contract provides that Mittauer & Associates shall perform services to the City only when requested and authorized in writing by the City and that each request for services shall be for a specific project with the scope of the work to be defined by and embodied in a separate Task Assignment; and

WHEREAS, the City Council desires to enter into Task Assignment Number Seven to its Continuing Contract with Mittauer & Associates for engineering services including, but not limited to, an evaluation of using the City's existing one hundred twenty (120) acre wetland for achieving advanced waste treatment, identifying additional potential effluent disposal sites, and the preparation of a Plan of Action to be submitted to the Florida Department of Environmental Protection, all in accordance with the terms and conditions of

Task Assignment Number Seven, a copy of which is attached hereto and made a part of this resolution and the Continuing Contract.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AS FOLLOWS:

Section 1. The above recitals are all true and accurate and are made a part of this resolution.

Section 2. The City Council hereby authorizes Task Assignment Number Seven with Mittauer & Associates for the professional services.

Section 3. The City Manager and City Attorney are authorized to make such reasonable changes and modifications to Task Assignment Number Seven as may be deemed necessary to be in the best interest of the City and its citizens. The Mayor is authorized and directed to execute and deliver Task Assignment Number Seven in the name and on behalf of the City, with such changes, amendments, modifications, omissions, and additions made by the City Manager and City Attorney, if any. Execution by the Mayor and Mittauer & Associates shall be deemed to be conclusive evidence of approval of such changes, amendments, modifications, omissions, and additions if any.

[Remainder of this page left blank intentionally.]

Section 4. This resolution shall be effective as of the date of its adoption.

PASSED AND ADOPTED at a meeting of the City Council on this ____ day of February 2022.

CITY OF LAKE CITY, FLORIDA

By: _____
Stephen M. Witt, Mayor

ATTEST:

APPROVED AS TO FORM AND
LEGALITY:

By: _____
Audrey E. Sikes, City Clerk

By: _____
Frederick L. Koberlein, Jr.,
City Attorney

**TASK ASSIGNMENT NUMBER SEVEN TO THE CONTINUING CONTRACT
BETWEEN THE CITY OF LAKE CITY, FLORIDA, AND MITTAUER &
ASSOCIATES, INC., A FLORIDA CORPORATION, FOR PROFESSIONAL
ENGINEERING SERVICES**

THIS TASK ASSIGNMENT NUMBER SEVEN made and entered into this ____ day of February 2022, by and between the CITY OF LAKE CITY, FLORIDA, a municipal corporation, located at 205 North Marion Avenue, Lake City, Florida 32055 (hereinafter the "City"), and Mittauer & Associates, Inc., a Florida corporation (hereinafter the "Consultant").

RECITALS

A. City and Consultant have heretofore entered into a Continuing Contract for professional consulting services as authorized by City Council Resolution No. 2019-022.

B. The Continuing Contract provides that Consultant shall perform services to the City only when requested to and authorized in writing by City and that each request for services shall be for a specific project, with the scope of the work to be performed by and compensation to be paid to Consultant for each separate project and be defined by and embodied in a separate Task Assignment.

C. The City is in need of professional engineering services including, but not limited to, an evaluation of using the city's existing one hundred twenty (120) acre wetland for achieving advanced waste treatment, identifying additional potential effluent disposal sites, and the preparation of a Plan of Action to be submitted to the Florida Department of Environmental Protection. The City desires to enter into this Task Assignment Number Seven with the Consultant

for the aforementioned services pursuant to the terms and conditions contained herein and the attachment hereto (proposal dated February 7, 2022 from Consultant).

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. **RECITALS**: The above recitals are all true and accurate and are incorporated herein and made a part of this Task Assignment Number Seven.

2. **PROJECT**: The City hereby engages Consultant and Consultant agrees to furnish to City the services and work as set forth in the correspondence dated February 7, 2022, received by the City from the Consultant consisting of a total of three (3) pages and attached hereto as “Exhibit A” and made a part of this Task Assignment.

3. **COMPENSATION TO CONSULTANT**: City shall pay Consultant a fee for each of the six (6) tasks identified in Exhibit A. Consultant shall provide monthly invoices to the City as work is completed. The total compensation shall not exceed seventy-nine thousand five hundred dollars and zero cents (\$79,500.00).

4. **PROVISIONS OF CONTINUING CONTRACT**: The terms, provisions, conditions, and requirements of the Continuing Contract are incorporated herein and made a part of this agreement and shall be complied with by Consultant. Should any conflict arise between the terms and conditions set forth herein and the Continuing Contract, the terms and conditions of the Continuing Contract

shall be controlling. Should any conflict arise between the terms and conditions set forth in the attached exhibit with either the Continuing Contract or this Task Assignment, the conflicts shall be construed in favor of the Continuing Contract first and then, if applicable, this Task Assignment.

5. **ATTORNEYS' FEES AND COSTS.** In the event of breach by either party of the Continuing Contract or any Task Assignment, the breaching party shall be liable for, and agrees to pay, all costs and expenses incurred in the enforcement of this Continuing Contract or any Task Assignment, including reasonable attorneys' fees and legal costs and fees incurred in seeking reasonable attorneys' fees.

6. **ENTIRE AGREEMENT.** This Task Assignment and the Continuing Contract constitute the entire agreement between City and Consultant and supersedes all prior written or oral understandings with respect to the project. This Task Assignment may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

7. **PARTIES BOUND.** This Task Assignment Number Seven shall be binding upon and shall inure to the benefit of City and Consultant, their successors and assigns.

[Remainder of the page left blank intentionally. Signature page to follow.]

IN WITNESS WHEREOF, the parties hereto have made and executed this Task Assignment Number Seven as of the day and year first above written.

CITY OF LAKE CITY, FLORIDA

By: _____
Stephen M. Witt, Mayor

ATTEST:

Approved as to form and legality:

By: _____
Audrey E. Sikes, City Clerk

By: _____
Frederick L. Koberlein, Jr.,
City Attorney

MITTAUER & ASSOCIATES, INC.

By: _____
Joseph A. Mittauer,
President & Secretary



MITTAUER
& ASSOCIATES, INC.
 CONSULTING ENGINEERS &
 PROJECT FUNDING SPECIALISTS

580-1 WELLS ROAD
 ORANGE PARK, FL 32073
 PHONE: (904) 278-0030
 FAX: (904) 278-0840
 WWW.MITTAUER.COM

February 7, 2022

Mayor and City Council
 City of Lake City
 205 N. Marion Ave.
 Lake City, FL 32055-3918

RE: Engineering Services Agreement
 Wetlands Evaluation for AWT and Identification of New Potential Effluent Disposal Sites
 City of Lake City, Florida
 Mittauer & Associates, Inc. Project No. 8904-22-1

Dear Mayor and City Council:

We are pleased to present the following proposal for Engineering Services in conjunction with the evaluation of using the City's existing 120 acre wetland for achieving advanced waste treatment (AWT), as well as identifying other potential effluent disposal sites located in Lake City, Florida. Mittauer & Associates, Inc., hereinafter referred to as the Engineer, proposes to provide services as described in the Scope of Services to the City of Lake City, the Client, for the fees stipulated hereafter.

SCOPE OF SERVICES

The Engineer shall conduct a site visit of the City's existing effluent disposal sites and facilities which shall include the holding pond, sprayfield pump station, wetlands, sprayfields, filter, public access reuse storage tank, and reuse high service pumps.

The Engineer and its subconsultant, along with City staff, shall meet with the Florida Department of Environmental Protection (FDEP) and the Suwannee River Water Management District (SRWMD) to discuss the project in general and receive input from the various regulatory agencies on how best to achieve AWT and increased effluent disposal capability from a regulatory standpoint.

The Engineer shall evaluate the City's existing 120 acre recharge wetland to see how much combined effluent from the St. Margarets Water Reclamation Facility (SMWRF) and the Kicklighter Water Reclamation Facility (KLWRF) that the wetland can treat to a 3.0 mg/l total nitrogen (TN) limit. The wetland is hydraulically limited to approximately 1.5 MGD; however, it is believed that this wetland can treat anywhere from 3.0 MGD to 6.0 MGD of effluent to the 3.0 mg/l TN limit. Our subconsultant, Wetland Solutions Inc. (WSI), will evaluate the existing wetland by collecting water quality data for various nitrogen species from each of the various wetland cells for use in developing a wetland performance model. The wetland performance model will determine how much effluent the existing wetland can effectively treat to the 3.0 mg/l TN limit and how much additional wetland area (if any) will be needed to handle the combined 6.0 MGD of effluent from both the SMWRF and

KLWRF. Any required additional wetland areas would be assumed to be located at the Steedley Field, South Sprayfield, and/or the existing biosolids application sites. Conceptual layouts of any required additional wetland area(s) will be provided, as well as an opinion of probable project cost.

The Engineer shall also identify new potential effluent disposal sites so that the City's total effluent disposal capability matches the City's total wastewater treatment capacity of 6.0 MGD. These additional effluent disposal sites may include restricted public access sites (i.e., recharge wetlands, sprayfields, and/or agricultural sites) or public access reuse (PAR) sites (i.e., golf courses and/or new residential developments). Questionnaires would be sent to various property owners in the area, who appear to have the potential to use significant (i.e., > 100,000 gpd) of reclaimed water, to gauge their willingness and interest in receiving reclaimed water. An exhibit identifying the location of each of the potential reclaimed water users would be prepared, as well as an opinion of probable project cost to serve each entity.

The Engineer shall prepare a report summarizing the findings, recommendations, and opinions of cost for achieving AWT using recharge wetlands, as well as for identifying additional potential effluent disposal sites. Ten (10) copies of the report will be furnished to the City.

The Engineer shall prepare a Plan of Action to achieve the TN limit of 3.0 mg/l for all effluent to be land applied in accordance with Paragraph III. 2. c. I. of Administrative Order AO 227 NE on or before March 1, 2022.

ITEMS FURNISHED BY CLIENT AT NO EXPENSE TO THE ENGINEER

The Client shall provide the Engineer with the following information from the SMWRF, KLWRF, and the various effluent disposal sites and facilities prior to the Engineer being issued Notice to Proceed: all available record drawings, any relevant reports or studies, and all related sampling results.

The Engineer's scope of services does not include topographic surveying, design, the preparation of plans and specifications, permitting, bidding and award services, construction administration services, resident observation, zoning related tasks, wetlands surveys, flood plain permitting and/or flood plain mitigation, tree surveys, and boundary or easement related surveys.

TIME OF PERFORMANCE

The Engineer shall submit the Plan of Action to FDEP on or before March 1, 2022. The final report will be prepared and presented to the Client on or before July 1, 2022.

SCHEDULE OF FEES

Client shall pay the Engineer for services rendered as follows:

Site Visit: The Engineer shall be paid a lump sum fee of \$2,600.

Meeting with Regulatory Agencies: The Engineer shall be paid a lump sum fee of \$6,700.

Evaluation and Modeling of Wetland: The Engineer shall be paid a lump sum fee of \$36,000

Identify New Effluent Disposal Sites: The Engineer shall be paid a lump sum fee of \$14,800.

Prepare Final Report: The Engineer shall be paid a lump sum fee of \$17,000.

Prepare Plan of Action: The Engineer shall be paid a lump sum fee of \$2,400.

Total Engineering Fee = \$79,500

The Engineer shall make himself available to the Client at the Engineer's standard hourly rates for changes in the project scope of work.

Invoices for services in progress are prepared monthly and are due in accordance with Florida Statute 218, The Local Government Prompt Payment Act. Payments which are not received in accordance herewith are subject to late fees as outlined in the Act as well as collection fees and may cause the Engineer to stop work on the Client's projects. The fees listed above do not include state sales tax, should it be required by law.

ACCEPTANCE

Acceptance of this proposal may be indicated by the signature of a duly authorized official of the Client in the space provided below. One signed copy of the proposal returned to the Engineer shall serve as Notice to Proceed. Should this proposal not be accepted within a period of thirty (30) days, it shall become null and void.

Sincerely,
Mittauer & Associates, Inc.

Accepted by
City of Lake City, Florida

Joseph A. Mittauer, P.E.
President

By: _____
Stephen M. Witt, Mayor

JAM/TPN/pj

Date: _____