

CEDAR KEY WATER AND SEWER DISTRICT NOTICE OF PUBLIC MEETING

Notice is hereby given that at 3:00 PM on November 22, 2022, the Cedar Key Water and Sewer District (“District”) will hold a public meeting at the District’s office, 510 3RD STREET, CEDAR KEY FL 32625, to which members of the public are invited to attend and participate. A copy of the draft agenda is listed below. The District may consider and take action with respect to matters not listed on the draft agenda.

1. Call to order
2. Pledge and Prayer
3. Public Comment
4. Adoption of Agenda
5. Approval of Board Meeting Minutes from October 14, 2022 Waccasassa Water & Wastewater Cooperative Meeting and October 17, 2022 Regular Board Meeting. (pages 1-8)
6. Financial Reports: Balance Sheet; Budget Report; Checkbook Activity; Past Due Accounts Report; Employee Leave. (pages 9-24)
7. Bill Adjustment Requests
8. Approval and Signature of the American Pipe and Tank Sludge Hauling Contract. (pages 25-43)
9. Approval and Signature of the North Florida Professional Services Engineering Contract. (pages 44-95)
10. Approval and Signature of the Baskerville-Donovan Engineering Contract. (pages 96-148)
11. Approval and Signature of the Sanitary Sewer Lift Stations Rehabilitation Task Order & Fee Schedule (pages 149- 153)
12. Approval and Signature of State of FL DEP Standard Grant Agreement LPA0260 (pages 154-188)
13. General Manager Report (pages 189-193)
14. Attorney Report (page 194)
15. Commissioner Comments
16. Public Input
17. Adjourn

If a person decides to appeal any decision made by the District with respect to any matter considered at the meeting, such person will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be made. In accordance with the Americans with Disabilities Act, persons needing special accommodations or an interpreter to participate in the meeting should contact the District Office at (352) 543-5285 at least three (3) business days prior to the dates of the hearing.

**CEDAR KEY WATER & SEWER DISTRICT
P.O. BOX 309/510 THIRD STREET
CEDAR KEY, FL 32625**

**Minutes of Special Meeting
Board of Commissioners
October 14, 2022**

Board Members Present: Dottie Haldeman, Leslie Sturmer, Joe Hand, and Tabitha Lauer.

Other Presents: James McCain, Greg Lang, Leroy Marshall, Audrey Marshall, Walt Nickel, Scott Knight, Mandy Offerle, and Frank Offerle.

1. Meeting called to order at 6:00 p.m. by Dottie Haldeman, Chair.
2. Pledge and Prayer.
3. Public Input.
4. Waccasassa Water & Wastewater Meeting. Joe Hand gave a presentation on the 4 topics that he thought the CKWSD Board needs to make decisions on. Joe talked about and showed slides on the different service areas would look like depending on what option the Board chose to go with, either the local alternative of Cedar Key to Otter Creek or the regional alternative Cedar Key to Bronson. Scott Knight told the Board about how different the land areas are between Cedar Key to Bronson. Joe brought up the possibility of the District having to expand its boundaries. Scott brought up the fact that the areas of Sumner and Rosewood do not currently have access to public water and wastewater services, which is why everyone in those areas are on well and septic systems, but if services were offered to them, Scott thinks that there would need to be a discussion between the District and Levy County to see who would service Sumner and Rosewood if those citizens were to be offered services since the County would have that right first. Tabitha Lauer brought up that as of right now the District does not necessarily qualify for grants since the majority of the CKWSD population has considerably more income than in previous years, if the District were to extend its current boundaries to include Sumner and Rosewood could that make the Districts chances of qualifying for grants better. Scott replied by saying that it could but as of right now the Sumner and Rosewood area is not a combined unit as far as how DEP would divide the area up to get information to do a study to see if it would be beneficial since there is not any specific information available at the moment. Joe Hand brought up that at least 3 future engineering studies needed to be done and that a Coop Agreement for the Waccasassa Water and Wastewater Coop needed to be drafted for review and approval. Scott stated that there would be drafts drawn up and distributed to each of the communities for review. James mentioned that the December 15 application will be turned in by December 15, 2022, under the name Waccasassa Water and Wastewater Cooperative even if it is not fully formed at the time. Leroy Marshall from the Suwannee River Water Management District, discussed with the Board the next steps in the Pipeline Project. Leroy let the District know that even if the Waccasassa Water and Wastewater Coop has not fully formed yet the application can still be submitted for the AWS Grant, which Leroy let the Board know was not due until December 16, 2022. Leroy let the Board know that the \$60 million grant is on the docket for this year's legislative hearing. Joe Hand ask if that was for Cedar Key and Leroy stated that it was for the pipeline project. Joe Hand ask about the follow up on the Grant and Leroy told the Board that he could keep up with it through DEP and keep everyone informed. Leslie Sturmer ask Leroy if the Board could get a copy of the grant so that the Board could look it over and so that a member of the District Board or GM could contact the Legislative Delegate to speak with him/her

about the Grant. Leroy told the Board he would get them all the information and send it to them soon. Leroy also told the Board about the few Resiliency Grants that were possibly available for the District to apply. Joe Hand ask if the District's engineers would apply for those grants and Scott Knight replied that he thought someone has already been hired to apply for those grants. The Board then discussed Alternative 2 and what it would entail to go that route if the County did not want to be involved in the Pipeline project. The Board discussed a little about what would have to be done in order to change the District's Charter if it had to extend the boundaries of the District. Greg Lang discussed with the Board a hybrid approach that might be possible for the District without having to go through the process of changing the District Charter. There was a brief discussion about who would manage and be in charge of each section of the Pipeline to which no one still really knows. Leslie Sturmer made mention that the meeting tonight was to make some decisions on four different things that was discussed at tonight's meeting that she and the other three Board members in attendance decided to discuss all four things that were discussed with Evan Rosenthal who is the Districts Legal Council on Monday October 19, 2022, at their regular board meeting along with the interlocal agreement that was drafted for the Waccasassa Water & Wastewater Cooperative.

5. Adjournment: There being no more business to conduct, the meeting was adjourned at 7.07 p.m.

Dottie Haldeman, Chairperson

Leslie Sturmer, Commissioner &
Secretary of the Board

**CEDAR KEY WATER & SEWER DISTRICT
P.O. BOX 309/510 THIRD STREET
CEDAR KEY, FL 32625**

**Minutes of Regular Meeting
Board of Commissioners
October 17, 2022**

Board Members Present: Dottie Haldeman, Leslie Sturmer, Stephen Rosenthal, Joe Hand, Tabitha Lauer.

Other Presents: Evan Rosenthal, Alicia Johns, James McCain, Jim Wortham, Mandy Offerle, Frank Offerle, Zack Conomos, George Conomos, Walt Nickel, and Heath Davis.

1. Meeting called to order at 5:00 p.m. by Dottie Haldeman, Chair.
2. Pledge and Prayer.
3. Public Comment. There was no public comments at the beginning of the meeting.
4. Adoption of the Agenda. **Motion** by Leslie Sturmer to accept tonight's agenda. **Second** by Joe Hand. Passed by vote 4-0. Tabitha Lauer was absent at the time of vote.
5. Approval of Minutes. **Motion** by Joe Hand to accept the minutes from August 23, 2022 Special Meeting, September 19, 2022 Final Budget Meeting, and September 19, 2022 Regular Meeting. **Second** by Leslie Sturmer. Passed by vote of 4-0. Tabitha Lauer was absent at time of vote.
6. Financial Reports. Balance Sheet, Budget Report, Checkbook Activity, Past Due Accounts Report, Employee Leave reports were presented for review. **Motion** by Joe Hand to accept the Financial Reports. **Second** by Leslie Sturmer. Leslie had some questions about the bottom line on the P&L sheet. Leslie spoke with Ann prior to the meeting about the Net Income Line that had an amount of \$15,050, when usually it has \$0. Leslie told the Board that Ann was going to talk with Robert Beauchamp and let the Board know why that amount was there instead of it being a zero balance. Stephen Rosenthal also thought it would be a good idea to get with Robert Beauchamp to clarify Leslie's concerns on the P&L statement. Dottie Haldeman brought up the numerous accounts past due, to which Alicia responded a good majority have paid but that most of the accounts on the Past Due Report were from the Park Place Cedar Cove. Both of those have a large number of accounts. Alicia reported that Park Place had paid, but Cedar Cove had still yet to do so. Alicia has spoken with the owner of Cedar Cove and will have their payments in by the end of the week. Alicia told the Board that she thinks the reason for the large number of accounts on this particular Past Due Report was due to the pending Hurricane that thankfully did not effect Cedar Key, but that since then customers have been getting caught up. James ask about the previously posted penalties line on the bottom of the Past Due Report. Alicia explained that penalties had been applied to the customer accounts on the list. Dottie brought up the previous suspension of the late fees that was passed during COVID and ask Evan what needed to be done to reinstate those. Evan recommended to bring the issue back up at the next meeting as an Agenda item so the public has a chance to respond to the issue. Evan told Alicia that since the late charges had been suspended that it was good that she was still keeping track of them, to which she responded that she did not know she was supposed to be suspending late charges since she was told by Chad Wisdom to start charging the late charges again. The Board remembered discussing reinstating the late charges but could not remember if it was put in the minutes

Evan advised the Board to make a motion to ratify that the late charges are in effect as of the date Alicia was told to start applying them again, which she found to be in the May 2021 billing cycle. Passed by vote of 4-0. Tabitha Lauer was absent at time of vote.

Motion by Joe Hand to reinstate Late Charges dating back to the date they were reinstated (Date to be determined). **Second** by Leslie Sturmer. Passed by vote of 4-0. Tabitha Lauer was absent at time of vote.

7. Bill Adjustment Request. Alicia and James reported to the Board about what was found due to the customer's leak. The customer had a water line break on their dock. The Board approved the adjustment. The Board also approved to allow the customer to have a payment plan since the bill was so high if the customer needed to do so. **Motion** by Leslie Sturmer to approve the Bill Adjustment Request and payment plan for Cynthia Davis. **Second** by Joe Hand. Passed by a vote of 5-0.
8. Lift Station DEP Agreement: LPA0260. James presented the Board with an agreement from the DEP for the \$2.5 million dollar grant and ask for their approval upon legal council's review. Evan did tell Board that he had not had a chance to fully review the agreement but would be doing so and that when he briefly scanned the agreement he noticed at least on change that will need to be made. **Motion** by Stephen Rosenthal for the agreement to be approved subject to review by the Districts Legal Counsel and that after such review the Chairmen be able to sign the agreement. **Second** by Leslie Sturmer. Joe Hand ask how the process of getting the money would work. James told the Board that the District would get pay request that would then be sent to DEP for payment. Motion passed by a vote of 5-0.
9. Waccasassa Water & Sewer Workshop and Conceptual Support for WC3. James asked that the Board to support the Waccasassa Water & Sewer Cooperative until the District's Legal Counsel along with Otter Creek and Bronson's Legal Counsels can get the agreement that was provided to the Board agreeable for all parties involved. Evan stated that he had been working on the agreement and had made a few notes of changes or issues that needed to be worked out and would continue to work with all legal counsels involved until agreement was ready for approval by the District, Otter Creek, and Bronson. The Board and Evan, the Districts Legal Counsel, talked about some of the things in the agreement and what their understanding of what those things would mean to the Cedar Key Water & Sewer District. **Motion** by Tabitha Lauer for the Cedar Key Water & Sewer District Board to be in support the creation of the Waccasassa Water and Wastewater Cooperative Interlocal Agreement. **Second** by Joe Hand. Passed by vote 4-1. Stephen Rosenthal opposed. Joe made mention that the Board was in favor of the Alternative #2 and wanted to know if that needed noticed by making a motion. The other Board members replied that they did not think that was necessary at this time. Stephen Rosenthal told the Board that the reason he opposed support for the Waccasassa Water & Sewer Cooperative was because he did not want to enter into something that was going to cost approximately \$100 million dollars when the District could spend approximately \$12 million dollars on a New Water Plant to take care of the citizens of Cedar Key Water and Sewer District. Stephen is also concerned that if the Pipeline gets built it will increase the population and that we will lose the rural community we all love. Tabitha told the Board that on Tuesday, September 18, 2022 at 5:00, at City Hall, Sue Colson will be giving a presentation on Cedar Key Vision Workshop that was held recently. Tabitha told the Board that the Pipeline was highly supported by all the people in attendance at the workshop. James wanted to go on record saying he has supported this project from the start and not just for the citizens of the CKWSD, I am in favor of getting the citizens of Rosewood and Sumner good water as well and if we can get something built and not have to treat it with all the chemicals we currently use to treat our water without having to borrow a lot of money and go up on Water & Sewer bills is a great thing.

10. General Manager Report.

a.) *Water Treatment Plant/Well*

James reported that there have been no operational issues and continuing to run daily process controls. James told the Board that he has begun a company search for some sandblasting work that is needed, he has tried to work with CROM, but they would have to hire out a company so James has decided to try and find a company to work with himself. It was reported that on October 4th the District hosted the Waccasassa Water & Wastewater Cooperative meeting and he thought it went really well. James told the Board that he was in need of a High Service Pump since we did not currently have a spare at this time and he has been trying to get quotes but that everything at this time is 12 to 14 weeks out for delivery. Joe ask about the big tank that was taken from town to the Water Plant and James told him that it could be used for aeration at the Water Plant but he would have to find the money in the Budget to get that done. Leslie ask about the THM samples and the results, James said that they had been taken and the District passed and the process that it took before the samples were taken. Joe ask how often the charcoal at the Water Plant would need to be changed and James told the Board that he was still doing random samples to see when the charcoal starts to lose its potency so that he would know when to change it out, but that the THM's would not have to be taken again until August. Leslie ask if James could get the Board a copy of the THM results.

b.) *Wastewater Treatment Plant/Lift Stations*

James reported that there have been no operating issues at the Wastewater Plant. The plant continues to be monitored several times daily and process controls done once a day. James is also working on getting quotes and finding someone to do some sandblasting and painting that needs to be done. James also told the Board that Chad had an Aeration System engineered but did not know how it was going to be paid for so he will continue to work on that. James told the Board that he did not know what to do about the BRIC grant. He also told the Board that he and Alicia have been trying to get the UEI number for the District so that District could even apply for the BRIC grant, which Alicia has been trying to get since April of this year. James let the Board know that he will be working on getting the UEI number reactivated for future use. It was also reported that the Board could use some of the funds from the \$2.5 million-dollar Legislative Grant to match what the District would have to pay if they got the BRIC Grant.

11. Attorney Report.

a.) *NexTower Lease Buyout.*

Evan reported to the Board that NexTower would like to acquire a 99-year easement under and around the communication tower located at 10020 SW CR 347 Cedar Key, FL 32625. Evan told the Board that he spoke with NexTowers's Attorney to let them know that whole property was leased by the City of Cedar Key and he said that was fine as long as the tower company had unobstructed access to the tower. This easement would take the place of the current lease agreement. The easement buyout amount NexTower is proposing is \$177,000. Evan discussed with the Board the split of the lease revenues with the City and even though this money is not technically lease revenues that it might cause an issue with City if the \$177,000 is not split between both. Leslie ask about the current lease agreement and what the lease payment was at right now. Alicia told the Board that the monthly lease payment right now is around \$943.00 a month and James was unsure what the current lease agreement length is at this time. Stephen wanted to know how NexTower came up with the \$177,000, plus he did not think the amount was a sufficient offer and the other Board Members agreed. After a little more discussion the Board advised Evan to reach out to the NexTower Company and ask for a better offer since the one they proposed was not in the Districts best interest.

b.) *COVID Leave Policy.*

Evan discussed with the Board its current COVID Policy and if it was appropriate. He let the Board know what the State Statutes are at this time and what other municipalities COVID Policies were. Evan let the Board know what and how the Board can ask about employees being vaccinated. Stephen ask what penalties the District would incur if they were in violation of the current State COVID Statutes. Evan responded by telling the Board the District could incur fines from the Department of Public Health. Tabitha stated that when she made the motion it was not intended to be a permanent policy. She also stated that it was made at a time when it was in the best interest of the country to get vaccinated. Tabitha then stated that since every where has went back to business as usual she would like to change our policy back to if your sick you use sick time whether you have COVID or not. Stephen somewhat disagreed with this stating that the pandemic has not completely gone away it just has many different variations now. **Motion** by Tabitha Lauer to remove all COVID Leave Policy Procedures currently in place and go back to the original District Sick Leave Policy. **Second** by Leslie Sturmer. Dottie made mention of one of the District's employees had contracted COVID and she was vaccinated and thinks she should not have lost any sick leave during that time. Alicia and James both told the Board that the employee did not lose any sick leave time and was paid straight time for the time she was out sick. Passed by vote 4-1. Stephen Rosenthal opposed.

c.) *Proposals Received in Response to ITB22-1, Sludge Hauling and Related Services.*

Evan went over each of the Bid Proposals from American Pipe and Tank and A-Able Septic with the Board. Evan's recommendation is that the Board go with American Pipe and Tank since they were the lower of the two bids and were not including any additional charges such as fuel ser charges or environmental fees. James ask Evan when the District's contract would start with American Pipe and Tank, to which Evan replied that the District would send out a notice of intent of award, which has a 72 hour protest period in which A-Able Septic could protest the bid results, then the District would need to give A-Able Septic a month's notice that the District would be discontinuing service with A-Able Septic so the contract with American Pipe and Tank would not start until December 1, 2022. **Motion** by Leslie Sturmer to accept the bid from American Pipe and Tank and to initiate a contract with them that would show a December 1, 2022 start date. **Second** by Tabitha Lauer. Passed by vote of 5-0.

d.) *Proposals Received in Response to RFQ 22-1, Continuing Engineering Services.*

The Board got two bids from engineering firms, Baskerville-Donovan, and North Florida Professional Services. Evan explained to the Board the reasons for why scoring the two engineering firms was necessary even though the Board could hire both firms. Evan also stated that before scoring the firms the Board could have them come in for interviews and then score the firms, but the Board decided to go ahead and score the firms. Joe ask that if they hire one or both of the firms could they just pick which one they would like to do the work or did they have to submit the work to all three and see which one would want to do the work, Evan stated that the District could just select which firm they wanted to do the work and submit it to that particular firm. James was concerned about having to many firms contracted through the District and them constantly calling asking if we have work for them to do and Evan said that we did not have to give either firm any work but have them under contract just in case. The Board gave Evan their scoring sheets for him to tabulate and the results came out as Baskerville-Donovan having 396 points and North Florida Professional Services having 382 points. Evan recommended that the Board hire both firms. James brought up his concern about Mittauer and Associates not being put on the same three-year renewal of contract rotation as all of the Districts engineering firms. Evan told James and the Board that the Board could ask Mittauer and Associates to resubmit bid documents when it was time to do the RFQ renewal if that was their choice. **Motion** by Joe Hand to accept the ranking of the firms BDI as number 1 and NFPS as number 2, and for Evan and James to negotiate contracts with both firms. **Second** by Tabitha Lauer. Passed by vote of 5-0.

e.) Sunshine Law, Public Records, and Public Ethics Presentation.

Evan and the Board discussed at length the Sunshine Law, Public Record Requests, Public Ethics. The Board had many questions pertaining to the Sunshine Law since some of the Board members have been going to the Waccasassa Water and Wastewater Cooperative meetings. Evan let the Board know what they could and could not discuss outside of a Board Meeting setting so they would not violate any of the Sunshine Laws and what could or would happen in the event that a Board member(s) violated said laws. Evan discussed what to do in the event the Board or GM was given a Public Records Request and how to keep track of each request. Evan also touched on a few points to make sure the District Board did not violate any Public Ethics or Conflict of Interest Laws as well. Evan was very informative on all subjects.

12. Commissioners Comments. Stephen Rosenthal told Evan what a great job he did with his Sunshine Law, Public Records, and Public Ethics Presentation.
13. Public Input. Walt Nickel let the Board know that he has been to a few of the Districts meetings and would be attending many more since he and his engineering firm is interested in seeing where the District will go with the Pipeline Project. James ask for a copy of the draft minutes so he could get it to the others in the Waccasassa Water and Wastewater Cooperative. Alicia let James know that she would have those ready for him on Tuesday, September 18, 2022.
14. Adjournment: There being no more business to conduct, the meeting was adjourned at 7:15 p.m.

Dottie Haldeman, Chairperson

Leslie Sturmer, Commissioner &
Secretary of the Board



Cedar Key Water & Sewer District
Balance Sheet
As of October 31, 2022
Oct 31, 22

ASSETS

Current Assets

Checking/Savings

Unrestricted Cash Funds

100 - Operating Account	64,612.86
102 Petty Cash	175.00
113.3 Unrestricted Savings	<u>35,024.54</u>

Total Unrestricted Cash Funds 99,812.40

Restricted Cash Funds

103.1 Security Deposit	14,201.02
114.00 RD Payment	795.00
114.02 RD RESERVE ACCOUNT	<u>44,168.00</u>

Total Restricted Cash Funds 59,164.02

Total Checking/Savings 158,976.42

Other Current Assets

134 - Accounts Receivable	100,192.36
135 - Allowance for A/R	-9,700.00
136 - Prepaid Expense	61,467.97
160 - Inventory & Materials	<u>56,809.57</u>

Total Other Current Assets 208,769.90

Total Current Assets 367,746.32

Fixed Assets

301 - Land	125,195.95
302 - Other Improvements	2,504,213.86
304 - Plant and Equipment	7,908,590.37
306 - Other Equipment	103,095.34
307 - Sewer Machinery	130,629.33
308 - Computer S/W	11,313.24
309 - Vehicles	125,128.96
311 - Less Accum Depreciation	<u>-6,083,417.26</u>

Total Fixed Assets 4,824,749.79

Other Assets

170 - Utility Deposit	141.19
311 - Construction in Progress	
312 - CIP-SRF Project	140,250.00
313 - CIP - SRF District Match	<u>26,000.00</u>

Total 311 - Construction in Progress 166,250.00

Total Other Assets 166,391.19

TOTAL ASSETS 5,358,887.30

LIABILITIES & EQUITY

Liabilities

Current Liabilities

Accounts Payable

330 - Accounts Payable	<u>444.77</u>
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Total Accounts Payable 444.77

Cedar Key Water & Sewer District
Balance Sheet
As of October 31, 2022
Oct 31, 22

Other Current Liabilities	
485 · Note Payable -RD - Current	20,000.00
403- Emplo Ret Con Payabale	-19.80
408 - Sales Tax Payable	108.80
411 - Unearned Revenues	11,100.72
450 · Fed. Income Taxes Payable	847.26
482 - Accrued Int Pay	2,307.53
483 · Accrued Compensated Absences	16,625.00
484 -Customer Deposits Payable	<u>14,201.02</u>
Total Other Current Liabilities	<u>65,170.53</u>
Total Current Liabilities	65,615.30
Long Term Liabilities	
460 · N/P-Rural Development	1,036,000.00
500 - Accrd Compen Absences-LT	<u>13,946.00</u>
Total Long Term Liabilities	<u>1,049,946.00</u>
Total Liabilities	1,115,561.30
Equity	
598 · Restricted for Debt Service	38,217.00
3900 · Retained Earnings	300,626.60
599 · Investment in Capital Assets -	3,891,295.66
Net Income	<u>13,186.74</u>
Total Equity	<u>4,243,326.00</u>
TOTAL LIABILITIES & EQUITY	<u><u>5,358,887.30</u></u>

Cedar Key Water & Sewer District Profit & Loss Budget vs. Actual October 2022

	Oct 22	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
300 - Income				
305 - Water Revenue	47,225.77	526,000.00	-478,774.23	8.98%
310 - Sewer Revenues	36,573.65	435,000.00	-398,426.35	8.41%
325 - Penalties	120.00	2,958.00	-2,838.00	4.06%
330 - Earned Interest	846.76	20.00	826.76	4,233.8%
335 - New Meter Charges	300.00	5,600.00	-5,300.00	5.36%
350 - Misc Income	0.00	12,500.00	-12,500.00	0.0%
360 - Carry Forward	0.00	0.00	0.00	0.0%
365. Meter Installation Fee	120.00	1,200.00	-1,080.00	10.0%
382 - Grant - Legislative 2016	0.00	0.00	0.00	0.0%
Total 300 - Income	85,186.18	983,278.00	-898,091.82	8.66%
Other Sources Of Income				
315 - Ad Valorem Tax				
315.100 - Ad Valorem	2.09	262,275.00	-262,272.91	0.0%
Total 315 - Ad Valorem Tax	2.09	262,275.00	-262,272.91	0.0%
331 - City Contribution	100.00			
340 - Rental Income	4,332.12	30,123.00	-25,790.88	14.38%
370 - Service Charge New Connection	3,000.00	11,300.00	-8,300.00	26.55%
333 - Other Miscellaneous	101.98	530.00	-428.02	19.24%
Total Other Sources Of Income	7,536.19	304,228.00	-296,691.81	2.48%
Total Income	92,722.37	1,287,506.00	-1,194,783.63	7.2%
Gross Profit	92,722.37	1,287,506.00	-1,194,783.63	7.2%
Expense				
500 - GENERAL AND ADMINISTRATIVE				
510 - Payroll				
510.01 - Salaries	22,900.57	304,048.00	-281,147.43	7.53%
510.02 - Social Security/Medicare	1,714.71	23,259.68	-21,544.97	7.37%
510.03 - Retirement	2,602.52	30,405.00	-27,802.48	8.56%
510.04 - Health, Dental & Life Ins	5,416.54	79,613.32	-74,196.78	6.8%
510.05 - Workers Comp.	0.00	8,400.00	-8,400.00	0.0%
Total 510 - Payroll	32,634.34	445,726.00	-413,091.66	7.32%
520 - Office				
520.01 - Supplies	1,229.15	2,000.00	-770.85	61.46%
520.02 - Postage & Shipping	805.35	6,220.00	-5,414.65	12.95%
520.03 - Copier, Computer, Billing, Etc.	976.93	3,465.00	-2,488.07	28.19%
520.04 - Printing and Copying	115.00	1,148.00	-1,033.00	10.02%
520.05 - Web Portal/E-Billing	0.00	0.00	0.00	0.0%
Total 520 - Office	3,126.43	12,833.00	-9,706.57	24.36%
530 - Utilities				
530.01 - Fuel For Equipment	0.00	13,200.00	-13,200.00	0.0%
530.02 - Solid Waste Disposal	121.30	1,130.00	-1,008.70	10.74%
530.03 - Telephone	2,309.48	10,000.00	-7,690.52	23.1%

Cedar Key Water & Sewer District Profit & Loss Budget vs. Actual October 2022

	Oct 22	Budget	\$ Over Budget	% of Budget
530 · Utilities - Other	0.00	0.00	0.00	0.0%
Total 530 · Utilities	2,430.78	24,330.00	-21,899.22	9.99%
540 · Professional Fees				
540.01 · Audit & Accounting	4,200.00	22,200.00	-18,000.00	18.92%
540.02 · Management/Legal	2,008.03	30,000.00	-27,991.97	6.69%
540.03 · Property Appraiser's Fee	0.00	7,000.00	-7,000.00	0.0%
540.05 · Tax Collector Fees	0.00	5,200.00	-5,200.00	0.0%
540.04 · Water/Wastwater Operator	0.00	0.00	0.00	0.0%
Total 540 · Professional Fees	6,208.03	64,400.00	-58,191.97	9.64%
550 - General Repair & Maint				
550.01 · Vehicle	0.00	3,606.00	-3,606.00	0.0%
550.02 · Equipment and Tools	0.00	5,830.00	-5,830.00	0.0%
550.03 · Building	0.00	600.00	-600.00	0.0%
550.04 · Supplies	0.00	948.00	-948.00	0.0%
550.05 · New Tools	0.00	0.00	0.00	0.0%
Total 550 - General Repair & Maint	0.00	10,984.00	-10,984.00	0.0%
560 · Other				
560.01 · Property/Liability Ins.	0.00	52,000.00	-52,000.00	0.0%
560.02 · Election Expenses	0.00	4,000.00	-4,000.00	0.0%
560.03 · Continuing Education	0.00	3,000.00	-3,000.00	0.0%
560.04 · Annual Fees & Dues	0.00	11,000.00	-11,000.00	0.0%
560.05 · Ads and Publications	1,613.76	500.00	1,113.76	322.75%
560.06 · Miscellaneous	340.20	1,650.00	-1,309.80	20.62%
560.07 · Contingency	0.00	43,740.00	-43,740.00	0.0%
Total 560 · Other	1,953.96	115,890.00	-113,936.04	1.69%
Total 500 · GENERAL AND ADMINISTRATIVE	46,353.54	674,163.00	-627,809.46	6.88%
600 · DIRECT WATER EXPENSES				
610 · Chemicals and Filters				
610.01 · Chemicals	1,896.96	88,330.00	-86,433.04	2.15%
610.02 · Miex Resin	0.00	30,000.00	-30,000.00	0.0%
Total 610 · Chemicals and Filters	1,896.96	118,330.00	-116,433.04	1.6%
620 - Laboratory				
620.01 · In House Lab	128.16	2,920.00	-2,791.84	4.39%
620.02 · Outside Lab	0.00	4,348.00	-4,348.00	0.0%
Total 620 - Laboratory	128.16	7,268.00	-7,139.84	1.76%
630 - Regulatory				
630.01 · Permits	0.00	0.00	0.00	0.0%
Total 630 - Regulatory	0.00	0.00	0.00	0.0%
640 · Repairs and Maintenance				
640.01 · Piping and Distribution	120.94	20,850.00	-20,729.06	0.58%
640.02 · Equipment	0.00	12,560.00	-12,560.00	0.0%
640.03 · Building & Grounds	0.00	7,690.00	-7,690.00	0.0%
640.04 · Water Tower Maintenance	4,599.43	16,000.00	-11,400.57	28.75%
640.05 · Generators Annual Mainte	0.00	1,930.00	-1,930.00	0.0%

Cedar Key Water & Sewer District Profit & Loss Budget vs. Actual October 2022

	Oct 22	Budget	\$ Over Budget	% of Budget
640.06 · Water Plant Maintenance	0.00	30,000.00	-30,000.00	0.0%
Total 640 · Repairs and Maintenance	4,720.37	89,030.00	-84,309.63	5.3%
650 · Utilities				
650.01 · Electric	2,525.94	22,000.00	-19,474.06	11.48%
650.02 · Propane	0.00	1,090.00	-1,090.00	0.0%
650.03 · Telephone	1,458.66	2,360.00	-901.34	61.81%
Total 650 · Utilities	3,984.60	25,450.00	-21,465.40	15.66%
660 · Other				
660.01 · Professional Fees	0.00	10,000.00	-10,000.00	0.0%
660.20 · Contingency	0.00	0.00	0.00	0.0%
Total 660 · Other	0.00	10,000.00	-10,000.00	0.0%
670 · Capital Expenditures				
670.02 Water Plant Construction	0.00	0.00	0.00	0.0%
670.04 · New Vehicle	0.00	50,000.00	-50,000.00	0.0%
Total 670 · Capital Expenditures	0.00	50,000.00	-50,000.00	0.0%
680 · Loans				
680-05 · RD - Water System Interest	0.00	29,040.00	-29,040.00	0.0%
680.06 · RD-Water System Principal	0.00	20,000.00	-20,000.00	0.0%
Total 680 · Loans	0.00	49,040.00	-49,040.00	0.0%
Total 600 · DIRECT WATER EXPENSES	10,730.09	349,118.00	-338,387.91	3.07%
700 · DIRECT WASTEWATER EXPENSES				
710 · Chemicals and Filters				
710.01 · Chemicals	4,808.31	23,320.00	-18,511.69	20.62%
Total 710 · Chemicals and Filters	4,808.31	23,320.00	-18,511.69	20.62%
720 · Laboratory				
720.01 · In House Lab	128.15	205.00	-76.85	62.51%
720.02 · Outside Lab	553.36	14,100.00	-13,546.64	3.93%
Total 720 · Laboratory	681.51	14,305.00	-13,623.49	4.76%
730 · Regulatory				
730.01 · Permits	0.00	1,000.00	-1,000.00	0.0%
730.02 · Biosolids Hauling	7,330.50	89,820.00	-82,489.50	8.16%
Total 730 · Regulatory	7,330.50	90,820.00	-83,489.50	8.07%
740 · Repairs Maintenance Other				
740.01 · Piping & Distribution	3,709.79	30,000.00	-26,290.21	12.37%
740.02 · Equipment	0.00	13,660.00	-13,660.00	0.0%
740.03 · Building and Grounds	2,935.17	50,000.00	-47,064.83	5.87%
740.04 · Generator-Annual Maintenance	0.00	10,000.00	-10,000.00	0.0%
Total 740 · Repairs Maintenance Other	6,644.96	103,660.00	-97,015.04	6.41%
750 · Utilities				
750.01 · Electric	2,986.72	26,880.00	-23,893.28	11.11%
750.02 · Propane	0.00	1,740.00	-1,740.00	0.0%
Total 750 · Utilities	2,986.72	28,620.00	-25,633.28	10.44%
760 · Other				
760.01 · Professional Fees -WWTP Permit	0.00	3,500.00	-3,500.00	0.0%

Cedar Key Water & Sewer District Profit & Loss Budget vs. Actual October 2022

	Oct 22	Budget	\$ Over Budget	% of Budget
760.02 · Contingency	0.00	0.00	0.00	0.0%
Total 760 · Other	0.00	3,500.00	-3,500.00	0.0%
770 · Capital Expenditures				
770.01 · Bridge 1,2,3 Drills	0.00	0.00	0.00	0.0%
Total 770 · Capital Expenditures	0.00	0.00	0.00	0.0%
Total 700 · DIRECT WASTEWATER EXPENSES	22,452.00	264,225.00	-241,773.00	8.5%
Total Expense	79,535.63	1,287,506.00	-1,207,970.37	6.18%
Net Ordinary Income	13,186.74	0.00	13,186.74	100.0%
Net Income	13,186.74	0.00	13,186.74	100.0%

Cedar Key Water & Sewer District Monthly Checkbook Activity As of October 31, 2022

Date	Num	Name	Memo	Amount
Unrestricted Cash Funds				
100 - Operating Account				
10/02/22		Deposit	Deposit	53.05
10/03/22		Deposit	Deposit	70.55
10/03/22		Deposit	Deposit	433.20
10/03/22		Deposit	Deposit	936.36
10/03/22		Deposit	Outdoor grease	101.98
10/03/22		Deposit	Verizon	1,141.88
10/03/22		Deposit	1630001	3,420.00
10/04/22	31153	Margaret Ann Richb...	10/04/22 Mileage to Ocala Lab	-84.68
10/04/22		Deposit	Deposit	60.50
10/04/22		Deposit	Deposit	119.56
10/05/22		Deposit	Deposit	200.00
10/05/22	31163	A-Able Septic-Sewe...	Invoice No: 55806 10/03/22	-947.50
10/05/22	31164	Aqua Pure Water & ...	Invoice No:8827 September 30,2022	-414.00
10/06/22	31155	Quinn, William M.	Pay Check	-978.23
10/06/22	31154	Johns, Alicia M.	Pay Check	-505.66
10/06/22		Deposit	Deposit	695.15
10/07/22	31156	Doty, Gabriel T	Pay Check	-680.85
10/07/22	31157	McCain, James E.	Pay Check	-1,258.09
10/07/22	31158	Richburg, Margaret A.	Pay Check	-657.06
10/07/22		Deposit	Deposit	14,591.47
10/10/22		Deposit	Deposit	9,076.53
10/10/22		Deposit	Deposit	200.00
10/10/22		Deposit	Deposit	160.81
10/11/22	Bankdraft	EFTPS	59-1156008	-1,323.22
10/11/22	31159	Transamerica Empl...	33859	-45.10
10/11/22	31160	AFLAC	ATF27	-1,167.45
10/11/22	31161	Nabors Giblin & Nic...	Invoice No: 1108 22064 47362 HJE...	-2,008.03
10/11/22	31162	Johns, Alicia M.	Pay Check	-505.69
10/11/22		Deposit	Deposit	501.23
10/12/22	Bankdraft	Intuit Quickbooks	10/2022 thru 09/2023	-699.99
10/12/22	31165	A-Able Septic-Sewe...	Invoice No: 55789 09/127/2022 Sept.	-2,593.00
10/12/22	31166	AT&T # 1		-594.10
10/12/22	31167	AT & T # 2	352-543-6405 937 1988	-108.66
10/12/22	31168	Beauchamp & Edw...	Invoice # 20507	-4,200.00
10/12/22	31169	Central FL Electric	Electric Bills 092022	-5,512.66
10/12/22	31170	Gator Works Comp...	Invoice NO: 22-2523 9/30/2022	-181.00
10/12/22	31171	Hach Company	Invoice NO: 13261917 09/2022	-256.31
10/12/22	31172	Hawkins, Inc.d/b/a ...	Invoice NO:6299254,6299256	-4,056.65
10/12/22	31173	INDUSTRIAL CHE...	LIFT STATION DEGREASER 36095...	-751.66
10/12/22	31174	Konica Minolta Busi...	Invoice No: 282965929 10/2022	-95.94
10/12/22	31175	Marina Hardware At...	220 09//2022	-265.73
10/12/22	31176	Print Shop	Invoice No: 78342 09/2022	-115.00
10/12/22	31177	Utility Service Co., ...	Invoice No: 568162 10/2022	-4,599.43
10/12/22	31178	Verizon # 2	Invoice NoAcct.9916595420 09/2022	-109.46
10/12/22	31179	Verizon Wireless # 1	Invoice No: Acct. 9916544292 09...	-99.56
10/12/22	31180	WiFiber	Inter Net Invoice No: Oct/2022 thru S...	-1,260.00
10/12/22		Deposit	Deposit	58.19
10/12/22		Deposit	Deposit	4,373.78
10/12/22		Deposit	Deposit	701.88
10/13/22	31181	Doty, Gabriel T	VOID: Pay Check	0.00
10/13/22	31182	Doty, Gabriel T	Pay Check	-890.40
10/13/22		Deposit	Deposit	53.29
10/13/22		Deposit	Deposit	55.40
10/13/22		Deposit	Deposit	55.40
10/14/22	31183	Haldeman, Hattie B.	Pay Check	-369.40
10/14/22	31186	McCain, James E.	Pay Check	-1,142.88
10/14/22	31187	Quinn, William M.	Pay Check	-708.10
10/14/22	31188	Richburg, Margaret A.	Pay Check	-657.06
10/14/22	31184	Hand, Joseph G.	Pay Check	-369.40
10/14/22	31185	Lauer, Tabitha	Pay Check	-369.40
10/14/22	31189	Rosenthal, Stephen...	Pay Check	-369.40
10/14/22	31190	Sturmer, Leslie N.	Pay Check	-369.40
10/14/22	Bankdraft	EFTPS	59-1156008	-1,519.66
10/14/22	Draft	City Of Cedar Key	Garbage	-121.30
10/14/22	31191	Baskerville-Donova...	0097015 Project No: 123502.01	-2,935.17
10/14/22	31192	Hawkins, Inc.d/b/a ...	Invoice NO:6309038 10/11/2022	-1,866.96

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Accrual Basis

Cedar Key Water & Sewer District
Monthly Checkbook Activity
As of October 31, 2022

Date	Num	Name	Memo	Amount
10/14/22	31193	VISA	September / 2022	-582.01
10/14/22	31194	Quill Corporation	Invoice # 24548850,24737723,247385...	-1,229.15
10/14/22		Deposit	Deposit	56.67
10/16/22		Deposit	Deposit	57.99
10/18/22	31195	Margaret Ann Richb...	10/19/22 Mileage to Ocala Lab	-84.68
10/18/22		Deposit	Deposit	59.96
10/20/22	31196	Doty, Gabriel T	Pay Check	-849.89
10/21/22	31197	Johns, Alicia M.	Pay Check	-505.66
10/21/22	31198	McCain, James E.	Pay Check	-1,142.89
10/21/22	31199	Quinn, William M.	Pay Check	-805.87
10/21/22	31200	Richburg, Margaret A.	Pay Check	-657.05
10/21/22	Bankdraft	EFTPS	59-1156008	-1,250.02
10/21/22		Deposit	Deposit	58.91
10/24/22		Deposit	Deposit	53.83
10/24/22		Deposit	Deposit	2.09
10/24/22		Deposit	Deposit	14,277.41
10/25/22		Deposit	Deposit	166.47
10/25/22		Deposit	Deposit	54.08
10/26/22		Deposit	Deposit	500.00
10/26/22		Deposit	Deposit	30,430.72
10/26/22	31201	Quinn, William M.	Pay Check	-953.04
10/27/22	31203	Richburg, Margaret A.	Pay Check	-657.07
10/27/22	31204	A-Able Septic-Sewe...	Invoice No: 55999 10/20/22	-3,790.00
10/27/22	31205	AT & T MOBILITY	Invoice No: 287283253088 Tablet 1...	-246.36
10/27/22	31206	CA Florida Holdings...	September 2022	-1,613.76
10/27/22	31207	CLOUD CONTROL ...	Cell Modem October 2022	-1,350.00
10/27/22	31208	Custom Pump & Co...	Invoice No 5071 Oct 2022	-3,565.00
10/28/22	31202	Johns, Alicia M.	Pay Check	-505.68
10/28/22	31209	Doty, Gabriel T	Pay Check	-596.83
10/28/22	31210	McCain, James E.	Pay Check	-1,341.22
10/28/22	31211	US Postmaster	803 PC @ .44= 353.32	-353.32
10/28/22		Deposit	Deposit	6,867.07
10/28/22		Deposit	Deposit	79.04
10/29/22		Deposit	Deposit	266.25
10/30/22		Deposit	Deposit	250.00
10/31/22	Bankdraft	EFTPS	59-1156008	-1,309.52
10/31/22	31212	James McCain	U-Haul	-210.22
10/31/22	Bankdraft	FMP,TF Pension S...	Retirement October 2022	-3,202.52
10/31/22		Deposit	Verizon	1,141.88
10/31/22		Deposit	Charter	433.20
10/31/22		Deposit	Deposit	59.23
10/31/22		Deposit	Deposit	55.00
10/31/22		Deposit	Levy County Tac Collector	845.59
10/31/22		Deposit	Levy County Tax Collector	1.17
Total 100 - Operating Account				18,211.77
Total Unrestricted Cash Funds				18,211.77
TOTAL				18,211.77

Cedar Key Water and Sewer District

Penalty Register

Detailed

For charges due before 10/28/2022

Account Balance as of 10/28/2022

Disconnect Date 11/14/2022

Sorted by: Route + Reading Sequence

Location No	Account No	Name	Address	Meter No.	Prev. Balance	Penalty	Tax	Account Balance
9001	9001	FAITH ELLIOTT	11571 SW 154TH AVE.					
WATER	P1			14062462	27.00	20.00	0.00	47.00
SEWER					26.00	0.00	0.00	26.00
		FAITH ELLIOTT	Total		53.00	20.00	0.00	73.00
43001	43001	BENJAMIN BURNSED	12250 SR 24					
WATER	P1			2100185277	27.03	20.00	0.00	47.03
SEWER					26.02	0.00	0.00	26.02
		BENJAMIN BURNSED	Total		53.05	20.00	0.00	73.05
81001	81001	W.E. KNIGHT	12406 SR 24					
WATER	P1			14346305	113.06	20.00	0.00	133.06
SEWER					104.42	0.00	0.00	104.42
		W.E. KNIGHT	Total		217.48	20.00	0.00	237.48
1051001	1051001	WILL KNIGHT	12406 SR 24					
WATER	P1			18258673	104.15	20.00	0.00	124.15
		WILL KNIGHT	Total		104.15	20.00	0.00	124.15
85001	85001	MARION LEWIS	12416 SR 24					
WATER	P1			13379850	29.49	20.00	0.00	49.49
SEWER					28.01	0.00	0.00	28.01
		MARION LEWIS	Total		57.50	20.00	0.00	77.50
86001	86001	BIG MOON LLC	12420 STATE ROAD 24					
WATER	P1			14346430	28.92	20.00	0.00	48.92
SEWER					27.55	0.00	0.00	27.55
		BIG MOON LLC	Total		56.47	20.00	0.00	76.47
104001	104002	RICHARD MALAD	12516 SR 24					
WATER	P1			2100160599	31.55	20.00	0.00	51.55
SEWER					29.68	0.00	0.00	29.68
		RICHARD MALAD	Total <i>Paid</i>		61.23	20.00	0.00	81.23
168001	168001	DAVID MEDEIROS	1181 GULF BLVD					
WATER	P1			19125724	32.34	20.00	0.00	52.34
SEWER					30.31	0.00	0.00	30.31
		DAVID MEDEIROS	Total <i>Paid</i>		62.65	20.00	0.00	82.65
179001	179001	SCOTT SYKES	1218 WHIDDON AVE.					
WATER	P1			19125744	31.20	20.00	0.00	51.20
SEWER					29.39	0.00	0.00	29.39
		SCOTT SYKES	Total		60.59	20.00	0.00	80.59
180001	180001	NIN GARRETT	1210 WHIDDON AVE.					
WATER	P1			13943792	28.63	20.00	0.00	48.63
SEWER					27.31	0.00	0.00	27.31
		NIN GARRETT	Total		55.94	20.00	0.00	75.94
185001	185001	JAMES MOORE	1157 PALMETTO DRIVE					
WATER	P1			13943798	27.00	20.00	0.00	47.00
SEWER					26.00	0.00	0.00	26.00
		JAMES MOORE	Total <i>Paid</i>		53.00	20.00	0.00	73.00
201001	201001	BOBBY WILDER	16401 SW AIRPORT ROAD					
WATER	P1			2100035389	28.19	20.00	0.00	48.19
SEWER					26.96	0.00	0.00	26.96
		BOBBY WILDER	Total <i>Paid</i>		55.15	20.00	0.00	75.15
205001	205001	SHARON SHAW	13163 SW 164TH AVENUE					
WATER	P1			14280592	34.13	20.00	0.00	54.13

Location No	Account No	Name	Address	Meter No.	Prev. Balance	Penalty	Tax	Account Balance
205001	205001	SHARON SHAW	13163 SW 164TH AVENUE		31.76	0.00	0.00	31.76
		SEWER						
		SHARON SHAW	Total		65.89	20.00	0.00	85.89
230001	230001	BRIAN SKARUPSKI	13551 SW AIRPORT RD.		31.23	20.00	0.00	51.23
		WATER		2100035360				
		SEWER			29.42	0.00	0.00	29.42
		BRIAN SKARUPSKI	Total		60.65	20.00	0.00	80.65
249001	249001	JONATHAN KAPLAN	16741 SW 133RD ST.		32.61	20.00	0.00	52.61
		WATER		14280664				
		SEWER			30.53	0.00	0.00	30.53
		JONATHAN KAPLAN	Total		63.14	20.00	0.00	83.14
272001	272001	DENISE LUDTKE	1150 HAWTHORNE AVE.		38.64	20.00	0.00	58.64
		WATER		2100160620				
		SEWER			35.63	0.00	0.00	35.63
		DENISE LUDTKE	Total		74.27	20.00	0.00	94.27
282001	282001	JOHN BAYHA	16351 SW SHELLCREST		38.99	20.00	0.00	58.99
		WATER		14062472				
		SEWER			35.94	0.00	0.00	35.94
		JOHN BAYHA	Total		74.93	20.00	0.00	94.93
300001	300001	JENNIFER MCCAIN	1266 GULF BLVD		64.19	20.00	0.00	84.19
		WATER		14346408				
		SEWER			58.34	0.00	0.00	58.34
		JENNIFER MCCAIN	Total		122.53	20.00	0.00	142.53
994001	994001	FLORIDA'S NATURE	1157 GULF BLVD		59.46	20.00	0.00	79.46
		WATER		14346418				
		SEWER			59.46	20.00	0.00	79.46
		FLORIDA'S NATURE	Total		59.46	20.00	0.00	79.46
309001	309001	DAVID WEIBLE	16490 PARODA AVE.		62.03	20.00	0.00	82.03
		WATER		17336210				
		SEWER			58.49	0.00	0.00	58.49
		DAVID WEIBLE	Total		120.52	20.00	0.00	140.52
352001	352001	WILLIAM SCHOSSLER	16465 HODGES AVE.		42.85	20.00	0.00	62.85
		WATER		2100035377				
		SEWER			39.32	0.00	0.00	39.32
		WILLIAM SCHOSSLER	Total		82.17	20.00	0.00	102.17
1086001	1086001	TODD THOMPSON	12191 SW 165TH AVENUE		27.03	20.00	0.00	47.03
		WATER		2100185338				
		SEWER			26.02	0.00	0.00	26.02
		TODD THOMPSON	Total		53.05	20.00	0.00	73.05
400001	400001	CHRISTIE LAVOIE	12291 SW 166TH COURT		29.09	20.00	0.00	49.09
		WATER		2100185307				
		SEWER			27.69	0.00	0.00	27.69
		CHRISTIE LAVOIE	Total		56.78	20.00	0.00	76.78
408001	408001	MARY MARTIN	16790 SW 121ST LANE		35.05	20.00	0.00	55.05
		WATER		2100160637				
		SEWER			32.50	0.00	0.00	32.50
		MARY MARTIN	Total		67.55	20.00	0.00	87.55
437001	437001	NICHOLETTE ROONEY	16964 STURGIS CIRCLE		44.27	20.00	0.00	64.27
		WATER		13658424				
		SEWER			40.56	0.00	0.00	40.56
		NICHOLETTE ROONEY	Total		84.83	20.00	0.00	104.83
442001	442001	ANTHONY BATCHELOR	12630 HODGSON AVE.		38.99	20.00	0.00	58.99
		WATER		13379829				
		SEWER			35.94	0.00	0.00	35.94
		ANTHONY BATCHELOR	Total		74.93	20.00	0.00	94.93
462001	462001	TODD TAYLOR	16851 MARGERY ST.		27.22	20.00	0.00	47.22
		WATER		14062242				
		SEWER			26.18	0.00	0.00	26.18
		TODD TAYLOR	Total		53.40	20.00	0.00	73.40
474001	474001	CRAIG MCCALL	16691 ANNA ST.		48.29	20.00	0.00	68.29
		WATER		19125725				

Location No	Account No	Name	Address	Meter No.	Prev. Balance	Penalty	Tax	Account Balance
474001	474001	CRAIG MCCALL	16691 ANNA ST.		44.07	0.00	0.00	44.07
		SEWER						
		CRAIG MCCALL	Total		92.36	20.00	0.00	112.36
489001	489001	ANNE WALKER	16340 HODGES AVE.		27.00	20.00	0.00	47.00
		WATER		14280480				
		SEWER			26.00	0.00	0.00	26.00
		ANNE WALKER	Total		53.00	20.00	0.00	73.00
491001	491001	LYNN SYLVER	12390 GULF BLVD		13.91	20.00	0.00	33.91
		WATER		2100035381				
		SEWER			32.40	0.00	0.00	32.40
		LYNN SYLVER	Total		46.31	20.00	0.00	66.31
1098001	1098001	P & G HOSPITALITY #201	192 2ND STREET - CC 201		56.68	20.00	0.00	76.68
		WATER		17023637				
		SEWER			54.17	0.00	0.00	54.17
		P & G HOSPITALITY #201	Total		110.85	20.00	0.00	130.85
1099001	1099001	P & G HOSPITALITY #202	192 2ND STREET - CC 202		54.76	20.00	0.00	74.76
		WATER		17023621				
		SEWER			52.61	0.00	0.00	52.61
		P & G HOSPITALITY #202	Total		107.37	20.00	0.00	127.37
1100001	1100001	P & G HOSPITALITY #203	192 2ND STREET - CC 203		54.00	20.00	0.00	74.00
		WATER		17023620				
		SEWER			52.00	0.00	0.00	52.00
		P & G HOSPITALITY #203	Total		106.00	20.00	0.00	126.00
1110001	1110001	P & G HOSPITALITY #204	192 2ND STREET - CC 204		58.74	20.00	0.00	78.74
		WATER		2000047476				
		SEWER			55.83	0.00	0.00	55.83
		P & G HOSPITALITY #204	Total		114.57	20.00	0.00	134.57
1120001	1120001	P & G HOSPITALITY #205	192 2ND STREET - CC 205		60.61	20.00	0.00	80.61
		WATER		17023624				
		SEWER			57.35	0.00	0.00	57.35
		P & G HOSPITALITY #205	Total		117.96	20.00	0.00	137.96
1130001	1130001	P & G HOSPITALITY #206	192 2ND STREET - CC 206		56.84	20.00	0.00	76.84
		WATER		17023625				
		SEWER			54.29	0.00	0.00	54.29
		P & G HOSPITALITY #206	Total		111.13	20.00	0.00	131.13
1140001	1140001	P & G HOSPITALITY #207	192 2ND STREET - CC 207		63.68	20.00	0.00	83.68
		WATER		17023627				
		SEWER			59.82	0.00	0.00	59.82
		P & G HOSPITALITY #207	Total		123.50	20.00	0.00	143.50
1150001	1150001	P & G HOSPITALITY #208	192 2ND STREET - CC 208		60.94	20.00	0.00	80.94
		WATER		17023635				
		SEWER			57.61	0.00	0.00	57.61
		P & G HOSPITALITY #208	Total		118.55	20.00	0.00	138.55
1160001	1160001	P & G HOSPITALITY #209	192 2ND STREET - CC 209		61.64	20.00	0.00	81.64
		WATER		2100160657				
		SEWER			58.18	0.00	0.00	58.18
		P & G HOSPITALITY #209	Total		119.82	20.00	0.00	139.82
504001	504001	L&M SOL.	192 2ND ST - POOL		72.19	20.00	0.00	92.19
		WATER		13458140				
		SEWER			72.19	20.00	0.00	92.19
		L&M SOL.	Total		72.19	20.00	0.00	92.19
1170001	1170001	P & G HOSPITALITY #301	192 2ND STREET - CC 301		54.92	20.00	0.00	74.92
		WATER		17023631				
		SEWER			52.74	0.00	0.00	52.74
		P & G HOSPITALITY #301	Total		107.66	20.00	0.00	127.66
1180001	1180001	P & G HOSPITALITY #302	192 2ND STREET - CC 302		60.48	20.00	0.00	80.48
		WATER		17023630				
		SEWER			57.24	0.00	0.00	57.24
		P & G HOSPITALITY #302	Total		117.72	20.00	0.00	137.72
1190001	1190001	P & G HOSPITALITY #303	192 2ND STREET - CC 303		54.00	20.00	0.00	74.00
		WATER		17023628				

Location No	Account No	Name	Address	Meter No.	Prev. Balance	Penalty	Tax	Account Balance
1190001	1190001	P & G HOSPITALITY #303	192 2ND STREET - CC 303		52.00	0.00	0.00	52.00
		SEWER						
		P & G HOSPITALITY #303Total			106.00	20.00	0.00	126.00
1200001	1200001	P & G HOSPITALITY #304	192 2ND STREET - CC 304		55.11	20.00	0.00	75.11
		WATER		17023629	52.90	0.00	0.00	52.90
		SEWER						
		P & G HOSPITALITY #304Total			108.01	20.00	0.00	128.01
1210001	1210001	P & G HOSPITALITY #305	192 2ND STREET - CC 305		58.58	20.00	0.00	78.58
		WATER		2100160666	55.70	0.00	0.00	55.70
		SEWER						
		P & G HOSPITALITY #305Total			114.28	20.00	0.00	134.28
1220001	1220001	P & G HOSPITALITY #306	192 2ND STREET - CC 306		57.12	20.00	0.00	77.12
		WATER		22114900	54.52	0.00	0.00	54.52
		SEWER						
		P & G HOSPITALITY #306Total			111.64	20.00	0.00	131.64
1230001	1230001	P & G HOSPITALITY #307	192 2ND STREET - CC 307		60.43	20.00	0.00	80.43
		WATER		2100160622	57.19	0.00	0.00	57.19
		SEWER						
		P & G HOSPITALITY #307Total			117.62	20.00	0.00	137.62
1240001	1240001	P & G HOSPITALITY #308	192 2ND STREET - CC 308		95.38	20.00	0.00	115.38
		WATER		17023632	87.12	0.00	0.00	87.12
		SEWER						
		P & G HOSPITALITY #308Total			182.50	20.00	0.00	202.50
1250001	1250001	P & G HOSPITALITY #309	192 2ND STREET - CC 309		66.17	20.00	0.00	86.17
		WATER		17023626	61.83	0.00	0.00	61.83
		SEWER						
		P & G HOSPITALITY #309Total			128.00	20.00	0.00	148.00
506001	506001	SPA- LAUNDRY-	192 2ND STREET		88.34	20.00	0.00	108.34
		WATER		14280705	80.94	0.00	0.00	80.94
		SEWER						
		SPA- LAUNDRY- Total			169.28	20.00	0.00	189.28
507001	507001	P & G HOSPITALITY #310	192 2ND STREET CC-310		64.27	20.00	0.00	84.27
		WATER		14062479	60.30	0.00	0.00	60.30
		SEWER						
		P & G HOSPITALITY #310Total			124.57	20.00	0.00	144.57
508001	508001	WILLIAM GRONDON	82 2ND ST-CC 311		58.60	20.00	0.00	78.60
		WATER		12915222	55.72	0.00	0.00	55.72
		SEWER						
		WILLIAM GRONDON Total			114.32	20.00	0.00	134.32
509001	509001	CHRISTINA CULVER #312	192 2ND ST-CC 312		60.21	20.00	0.00	80.21
		WATER		13379998	57.01	0.00	0.00	57.01
		SEWER						
		CHRISTINA CULVER #312Total			117.22	20.00	0.00	137.22
510001	510001	STEVEN BOUCINO	82 2ND ST-CC 313		27.46	20.00	0.00	47.46
		WATER		14346383	26.37	0.00	0.00	26.37
		SEWER						
		STEVEN BOUCINO Total			53.83	20.00	0.00	73.83
511001	511001	CAROL GRAHAM #314	192 2ND ST-CC 314		61.53	20.00	0.00	81.53
		WATER		2100160630	58.08	0.00	0.00	58.08
		SEWER						
		CAROL GRAHAM #314 Total			119.61	20.00	0.00	139.61
514001	514001	M. WHITE #317	192 2ND ST-CC 317		76.45	20.00	0.00	96.45
		WATER		13658399	70.96	0.00	0.00	70.96
		SEWER						
		M. WHITE #317 Total			147.41	20.00	0.00	167.41
515001	515001	GLADYS BRAMI #210	192 2ND ST-CC 210		58.39	20.00	0.00	78.39
		WATER		14280693	55.55	0.00	0.00	55.55
		SEWER						
		GLADYS BRAMI #210 Total			113.94	20.00	0.00	133.94
516001	516001	M. WHITE #211	192 2ND ST-CC 211					

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Location No	Account No	Name	Address	Meter No.	Prev. Balance	Penalty	Tax	Account Balance
516001	516001	M. WHITE #211	192 2ND ST-CC 211		82.91	20.00	0.00	102.91
				14280475	76.20	0.00	0.00	76.20
					159.11	20.00	0.00	179.11
517001	517001	M. WHITE #212	192 2ND STREET CC-212		59.26	20.00	0.00	79.26
				2000047497	56.25	0.00	0.00	56.25
					115.51	20.00	0.00	135.51
518001	518001	B. PRESS	82 2ND ST -CC 213		28.30	20.00	0.00	48.30
				14280478	27.05	0.00	0.00	27.05
					55.35	20.00	0.00	75.35
521001	521001	P & G HOSPITALITY #216	82 2ND ST -CC 216		64.05	20.00	0.00	84.05
				14280472	60.12	0.00	0.00	60.12
					124.17	20.00	0.00	144.17
522001	522001	P & G HOSPITALITY #217	82 2ND ST-CC 217		57.85	20.00	0.00	77.85
				18258677	55.11	0.00	0.00	55.11
					112.96	20.00	0.00	132.96
523001	523001	P & G HOSPITALITY -	190 2ND ST-CC MARINA		54.00	20.00	0.00	74.00
				13379826	54.00	20.00	0.00	74.00
528001	528001	MITCHELL WILKINS	52 2ND ST-TH #5		30.58	20.00	0.00	50.58
				2100160617	28.89	0.00	0.00	28.89
					59.47	20.00	0.00	79.47
529001	529001	A. HAGAR - TH6	52 2ND ST- TH6		62.94	20.00	0.00	82.94
				12943666	59.23	0.00	0.00	59.23
					122.17	20.00	0.00	142.17
565001	565001	KALEE WADE	11 OLD MILL DRIVE 8C		29.30	20.00	0.00	49.30
				14280445	27.86	0.00	0.00	27.86
					57.16	20.00	0.00	77.16
596001	596001	PETER MCELWAN	211 2ND ST 21-224		28.31	20.00	0.00	48.31
				2100185317	27.36	0.00	0.00	27.36
					55.67	20.00	0.00	75.67
622001	622001	RICCARDO BARRANTES	7030 DEPOT STREET		16.89	20.00	0.00	36.89
				22114892	28.04	0.00	0.00	28.04
					44.93	20.00	0.00	64.93
680001	680001	BIG DECK	331 DOCK ST.		113.45	20.00	0.00	133.45
				13935878	104.60	0.00	0.00	104.60
					218.05	20.00	0.00	238.05
1048001	1048001	LIAM & MADIS	360 DOCK STREET		40.72	20.00	0.00	60.72
				14346388	37.45	0.00	0.00	37.45
					78.17	20.00	0.00	98.17
710001	710001	STEVEN LANE	550 1ST ST IP#315		36.60	20.00	0.00	56.60
				13484080	96.74	0.00	0.00	96.74
					133.34	20.00	0.00	153.34
719001	719001	GALLOGLAIGH LLC	550 1ST ST IP#206		57.96	20.00	0.00	77.96
				13484063	55.20	0.00	0.00	55.20
					113.16	20.00	0.00	133.16
730001	730001	CARMEN PROJECT LLC	497 2ND ST.					

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Location No	Account No	Name	Address	Meter No.	Prev. Balance	Penalty	Tax	Account Balance
730001	730001	CARMEN PROJECT LLC	497 2ND ST.		97.88	20.00	0.00	117.88
				13379846				
					91.64	0.00	0.00	91.64
					189.52	20.00	0.00	209.52
773001	773001	SHARON SHAW	644 1ST ST. (GENE		28.95	20.00	0.00	48.95
				2100160649				
					27.58	0.00	0.00	27.58
					56.53	20.00	0.00	76.53
792001	792001	RUSSELL RINE	779 2ND STREET		35.23	20.00	0.00	55.23
				2100185318				
					32.66	0.00	0.00	32.66
					67.89	20.00	0.00	87.89
807001	807001	THE MARKET	7031 D STREET		27.00	20.00	0.00	47.00
				19125762				
					26.00	0.00	0.00	26.00
					53.00	20.00	0.00	73.00
830001	830001	SHARON PRATT	625 6TH STREET		27.00	20.00	0.00	47.00
				12943633				
					26.00	0.00	0.00	26.00
					53.00	20.00	0.00	73.00
874001	874001	SHRADER MILLER	850 3RD STREET		32.47	20.00	0.00	52.47
				12943643				
					30.42	0.00	0.00	30.42
					62.89	20.00	0.00	82.89
884001	884001	NANCY SUTTON	809 4TH STREET		33.40	20.00	0.00	53.40
				2100023770				
					31.17	0.00	0.00	31.17
					64.57	20.00	0.00	84.57
885001	885001	KRISTIE SCIALDONE	782 4TH ST		57.96	20.00	0.00	77.96
				14280385				
					52.73	0.00	0.00	52.73
					110.69	20.00	0.00	130.69
899001	899001	ELADIO LAMBERSON	610 5TH ST.		391.76	20.00	0.00	411.76
				14346865				
					375.68	0.00	0.00	375.68
					767.44	20.00	0.00	787.44
906001	906001	JENNIFER WITWER	741 5TH STREET		34.83	20.00	0.00	54.83
				12943660				
					32.33	0.00	0.00	32.33
					67.16	20.00	0.00	87.16
920001	920001	DAMETRIA DAVIS	881 G. ST.		35.43	20.00	0.00	55.43
				2000047489				
					35.30	0.00	0.00	35.30
					70.73	20.00	0.00	90.73
921001	921001	RICHARD BAINBRIDGE	857 6TH ST.		32.69	20.00	0.00	52.69
				14062610				
					30.60	0.00	0.00	30.60
					63.29	20.00	0.00	83.29
922001	922001	KERRIE BRIDGES	882 6TH ST.		36.30	20.00	0.00	56.30
				14346441				
					33.59	0.00	0.00	33.59
					69.89	20.00	0.00	89.89
923001	923001	TRACI ARGAVES	850 6TH ST.		27.00	20.00	0.00	47.00
				14346512				
					26.00	0.00	0.00	26.00
					53.00	20.00	0.00	73.00
929001	929001	FLO (EDNA F. LEVIN	809 7TH ST.		27.87	20.00	0.00	47.87
				2000047486				
					26.70	0.00	0.00	26.70
					54.57	20.00	0.00	74.57

Location No	Account No	Name	Address	Meter No.	Prev. Balance	Penalty	Tax	Account Balance
941001	941001	BILLY HART	1025 7TH ST. APT #3	2100035391	30.17	20.00	0.00	50.17
					28.56	0.00	0.00	28.56
					58.73	20.00	0.00	78.73

961001	961001	JOEL PETERSON	951 6TH ST-WHITMAN	18258653	28.48	20.00	0.00	48.48
					25.17	0.00	0.00	25.17
					53.65	20.00	0.00	73.65

Paid
Paid

Total Customers 89
 Prev. Balance ~~\$8,771.30~~
 Penalty \$1,780.00
 Total Tax \$0.00
 Account Balance \$10,551.30

Previously Posted Penalty \$0.00

58 customers
 \$ 7,127.84

Cedar Key Water & Sewer District

Sick and Annual Leave Balances

October 31, 2022 Amount Used 2022

<u>Employee</u>	<u>Sick Available</u>	<u>Sick Used</u>	<u>Vacation Available</u>	<u>Vacation Used</u>
Doty, Gabriel T	12:00	8:00	98:31	11:00
Johns, Alicia M.	32:57	101:30	46:57	173:30
McCain, James E.	1075:48	77:30	239:45	162:30
Quinn, William M.	274:30	81:30	117:14	136:00
Richburg, Margaret A.	0:00	96:00	68:34	164:30

Cedar Key Water and Sewer District Board of Commissioners Agenda Request

Date of Meeting: November 14, 2022

Date Submitted: November 7, 2022

To: Cedar Key Water and Sewer District Board of Commissioners

From: Evan Rosenthal, District Attorney

Subject: Request Board Approval of Sludge Hauling Agreement Between the District and American Pipe and Tank, Inc. (American Pipe)

Statement of Issue:

This agenda item requests Board approval of a contract for sludge hauling and disposal and related services between the District and American Pipe.

Background and Analysis:

The District recently issued a solicitation seeking firms capable of providing sludge hauling and disposal services, as well as related services including lift station cleaning, to the District on a continuing basis. Two firms responded, those being American Pipe and the District's current provider, A-Able. At the October regular Board meeting, the Board voted to issue a notice of intent to award the contract to American Pipe.

The prices proposed by American Pipe were as follows: 15 cents per gallon for sludge hauling, \$300 per lift station cleaning, \$250/hr for emergency sewage transportation. There are no fuel surcharges or environmental fees under the bid submitted by American Pipe.

The attached contract between the District and American Pipe is consistent with the proposed contract included in the procurement materials. The agreement is for a term of two (2) years with three (3) optional one year renewals. The effective date of the contract is December 1, 2022. A-Able has been provided with a notice of termination effective December 1, 2022.

Options:

1. Approve Contract For Continuing Engineering Consultant Services Between the District and American Pipe.
2. Do Not Approve Contract For Continuing Engineering Consultant Services Between the District and American Pipe.
3. Board Direction.

Recommendation:

Option #1

Attachments:

1. Contract For Sludge Hauling and Related Services

**AGREEMENT BETWEEN CEDAR KEY WATER AND SEWER DISTRICT, FLORIDA
AND AMERICAN PIPE & TANK, INC.
FOR SLUDGE HAULING AND RELATED SERVICES**

THIS AGREEMENT (hereinafter referred to as the “Agreement”) is made this 25th day of October, 2022, by and between Cedar Key Water and Sewer District an independent special district government entity, whose principal place of business is at 510 3rd Street, Cedar Key, Florida 32625 (the “District”), and American Pipe & Tank, Inc., a Florida profit corporation authorized to do business in the State of Florida (hereinafter referred to as “Contractor”) whose Federal I.D. # is 59-3260569, and whose address is 418 Cypress Rd Ocala, FL 34472.

RECITALS

WHEREAS, the District is in need of a contractor to provide sludge/biosolid hauling and disposal, lift station cleaning, and emergency sewage transportation. (“Services”); and

WHEREAS, the District issued Invitation to Bid 2022-1 to competitively procure the Services and received responses to perform these Services. A copy of the procurement and Contractor’s responsive to the procurement is included as Attachment “A”; and

WHEREAS, Contractor is a certified and insured entity with the necessary experience to provide the desired Services; and

WHEREAS, the District wishes to enter into this Agreement with Contractor to provide the Services to the District pursuant to the terms and conditions described herein.

NOW THEREFORE, in consideration of the promises and the mutual covenants herein, the parties agree as follows:

1. Recitals and Attachments. The Recitals set forth above are hereby incorporated into this Agreement and made part hereof for reference. The following documents are attached to this Agreement and are incorporated herein.

- Attachment “A” – Procurement ITB 2022-1 and Contractor’s Response;
- Attachment “B” – Insurance Requirements;
- Attachment “C” – Title VI list of pertinent nondiscrimination acts and authorities;
- Attachment “D” – Scrutinized Companies Certification.

2. Services.

a. Contractor agrees to perform the following Services: sludge/biosolid hauling and disposal; lift station cleaning; and emergency sewage transportation. The Services to be provided are more fully described in ITB 2022-1 and Contractor’s proposal attached as Attachment “A” and incorporated herein by reference. The Services shall be performed by Contractor to the full satisfaction of the District. Contractor agrees to have a qualified representative to audit and

inspect the Services provided on a regular basis to ensure all Services are being performed in accordance with the District's needs and pursuant to the terms of this Agreement and shall report to the District accordingly. Contractor agrees to immediately inform the District via telephone and in writing of any problems that could cause damage to the District. Contractor will require its employees to perform their work in a manner befitting the type and scope of work to be performed.

b. Pursuant to Rule 62-640, F.A.C., the District and Contractor agree as follows:

i. The Contractor shall accept biosolids of the following quality and quantity generated by the District: Approximately 30,000 gallons per month of pretreatment unstabilized biosolids. Actual quantities will depend on actual flows and may vary.

ii. Contractor shall be solely responsible for proper treatment, management, use, land application (if applicable), and disposal of the biosolids it accepts from the District.

iii. Any biosolids applied to land or distributed and marketed shall meet the pathogen reduction and vector attraction reduction requirements of Rule 62-640.600, F.A.C.

iv. The biosolids treatment facility shall meet the monitoring, record keeping, reporting and notification requirements of Rule 62-640.650 and 62-640.880, F.A.C.

v. For any biosolids applied to land or distributed and marketed, Contractor shall comply with the applicable requirements of Rules 62-640.880, 62-640.700, 62-640.800, 62-640.850, F.A.C.

vi. The District shall not be held responsible for treatment, management, use, land application, or disposal violations that occur after its biosolids have been accepted by Contractor. For purposes of this Agreement, the Contractor shall be deemed to have accepted the biosolids upon their loading or conveyance into or on to any equipment or vehicle under the control of the Contractor or Contractor's subcontractors or agents.

vii. By execution of this Agreement, Contractor acknowledges and agrees that it has sufficiently available capacity to receive the biosolids from the District. The biosolids treatment facility which will receive the biosolids generated by the District under this Agreement will continue to operate in compliance with the requirements of its permit.

viii. The Contractor will be solely and fully responsible for the transportation, treatment and final disposal of all materials in compliance with all applicable laws and regulations. The Contractor shall ensure compliance with all regulatory requirements related to transportation of the biosolids, including but not limited to vehicle traffic regulations promulgated by the Florida Department of Transportation and OSHA. Clean up of any material spilled or discarded shall be the sole responsibility of the Contractor and shall be conducted at the Contractor's expense, in accordance with all applicable laws and regulations. Should the Contractor fail to clean any spill in a satisfactory or timely fashion, District reserves the right to arrange for proper clean up and shall charge all costs back to the Contractor. Any penalties associated with such a spill shall also be charged to the Contractor. Should a mechanical breakdown occur in route to the disposal site, Contractor shall immediately dispatch a tow truck or repair crew to the disabled vehicle. If the disabled vehicle cannot be repaired where it sits, it shall first be towed to the disposal site for the proper removal of biosolids. This shall be the sole responsibility of the Contractor and carried out at their expense.

Contractor agrees that it shall furnish to the District and the Florida Department of Environmental Protection (FDEP) such additional agreements and certifications as may be necessary to ensure compliance with Rule 62-640, F.A.C., and the District's operating permit.

3. Term and Renewal. The term of this Agreement shall begin on December 1, 2022, and shall continue for a period of two (2) years from such date, subject to the District's ability to terminate in accordance with Section 7 of this Agreement. The terms of Section 19 entitled "Indemnification and Waiver of Liability" shall survive termination of this Agreement.

This agreement may be renewed upon mutual written agreement of the parties for a period of up to three (3) additional one (1) year terms.

4. Compensation. The Contractor agrees to provide the Services to the District, including all materials and labor, for the following fees/prices:

Sludge/Biosolid Hauling:

\$0.15/ gallon

Lift Station Cleaning:

\$300.00/ lift station

Emergency Sewage Transportation:

\$250.00/ hr

- a. Contractor shall submit invoices to the District on a monthly basis. The invoice shall indicate that all services have been completed for that invoice period. In addition, Contractor agrees to provide the District with any additional documentation requested to process the invoices.
- b. Payment Schedule. Invoices received from the Contractor pursuant to this Agreement will be reviewed by the District. Payment will be disbursed as set forth above. If services have been rendered in conformity with the Agreement, the invoice will be processed for payment. Invoices will be paid in accordance with the State of Florida Local Government Prompt Payment Act.
- c. Availability of Funds. The District's performance and obligation to pay under this Agreement is contingent upon annual appropriation for its purpose by the District Commission.

Contractor shall make no other charges to the District for supplies, labor, taxes, licenses, permits, overhead or any other expenses or costs unless any such expenses or cost is incurred by Contractor with the prior written approval of the District. If the District disputes any charges on the invoices, it may make payment of the uncontested amounts and withhold payment on the contested amounts



until they are resolved by agreement with the Contractor. Contractor shall not pledge the District's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The Contractor further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

5. Ownership of Documents and Equipment. All documents prepared by the Contractor pursuant to this Agreement and related Services to this Agreement are intended and represented for the ownership of the District only. Any other use by Contractor or other parties shall be approved in writing by the District. If requested, Contractor shall deliver the documents to the District within fifteen (15) calendar days.

6. Insurance. Contractor shall, at its sole cost and expense, during the period of any work being performed under this Agreement, procure and maintain the minimum insurance coverage required as set forth in Attachment "B" attached hereto and incorporated herein, to protect the District and Contractor against all loss, claims, damages and liabilities caused by Contractor, its agents, or employees.

7. Termination and Remedies for Breach.

- a. If, through any cause within its reasonable control, the Contractor shall fail to fulfill in a timely manner or otherwise violate any of the covenants, agreements or stipulations material to this Agreement, the District shall have the right to terminate the Services then remaining to be performed. Prior to the exercise of its option to terminate for cause, the District shall notify the Contractor of its violation of the particular terms of the Agreement and grant Contractor five (5) days to cure such default. If the default remains uncured after five (5) days the District may terminate this Agreement, and the District shall receive a refund from the Contractor in an amount equal to the actual cost of a third party to cure such failure. If Contractor fails, refuses or is unable to perform any term of this Agreement, District shall pay for services rendered as of the date of termination.
 - i. In the event of termination, all finished and unfinished documents, data and other work product prepared by Contractor (and sub-Contractor (s)) shall be delivered to the District and the District shall compensate the Contractor for all Services satisfactorily performed prior to the date of termination, as provided in Section 4 herein.
 - ii. Notwithstanding the foregoing, the Contractor shall not be relieved of liability to the District for damages sustained by it by virtue of a breach of the Agreement by Contractor and the District may reasonably withhold payment to Contractor for the purposes of set-off until such time as the exact amount of damages due the District from the Contractor is determined.
- b. Termination for Convenience of District. The District may, for its convenience and without cause, immediately terminate the Services then remaining to be performed at any time by giving written notice. The terms of Section 7 Paragraphs a(i) and a(ii) above shall be applicable hereunder.

- c. Termination for Insolvency. The District also reserves the right to terminate the remaining Services to be performed in the event the Contractor is placed either in voluntary or involuntary bankruptcy or makes any assignment for the benefit of creditors.
- d. Termination for failure to adhere to the Public Records Law. Failure of the Contractor to adhere to the requirements of Chapter 119 of the Florida Statutes and Section 9 below, may result in immediate termination of this Agreement.

8. Governing Law, Venue and Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. All parties agree and accept that jurisdiction of any dispute or controversy arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder shall be brought exclusively in the Eighth Judicial Circuit in and for Levy County, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. In the event it becomes necessary for the District to file a lawsuit to enforce any term or provision under this Agreement, then the District shall be entitled to its costs and attorney's fees at the pretrial, trial and appellate levels. BY ENTERING INTO THIS AGREEMENT, CONTRACTOR AND DISTRICT HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. Nothing in this Agreement is intended to serve as a waiver of sovereign immunity, or of any other immunity, defense, or privilege enjoyed by the District pursuant to Section 768.28, Florida Statutes.

9. Public Records. Any record created by either party in accordance with this Contract shall be retained and maintained in accordance with the public records law, Florida Statutes, Chapter 119. Contractor must comply with the public records laws, Florida Statute chapter 119, specifically Contractor must:

- a. Keep and maintain public records required by the District to perform the service.
- b. Upon request from the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119 Florida Statutes or as otherwise provided by law.
- c. 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 records to the District.
- d. Upon completion of the contract, transfer, at no cost, to the District all public records in possession of the contractor or keep and maintain public records required by the District to perform the service. If the contractor transfers all public records to the public

agency 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 the public records. All records stored electronically must be provided to the public agency, upon the request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT ALICIA M. JOHNS AT ALICIA@CKWATER.ORG, (352)543-5285, 510 3RD STREET, CEDAR KEY, FLORIDA 32625.

10. Audit. The District and/or its designee shall have the right from time to time at its sole expense to audit the compliance by the Contractor with the terms, conditions, obligations, limitations, restrictions, and requirements of this Contract and such right shall extend for a period of three (3) years after termination of this Contract.

Notices. All notices and written communication between the Parties shall be sent by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered two (2) days after transmission by electronic mail (or when receipt is otherwise acknowledged), on the date specified in a courier service delivery receipt or other mail service delivery receipt, or when receipt is acknowledged by recipient. Any and all notices required by this Agreement shall be delivered to the Parties at the addresses identified under paragraph 17. This Section shall not preclude routine communication by the Parties by other means.

All notices required or permitted under this Agreement shall be directed to the following contact persons:

If to the District:	Cedar Key Water and Sewer District Attn: General Manager 510 3RD STREET, CEDAR KEY, FLORIDA 32625 James@ckwater.org	With a copy to: Nabors, Giblin & Nickerson, P.A. Attn: Evan Rosenthal 1500 Mahan Dr, STE 200 Tallahassee, FL 32303 erosenthal@ngnlaw.com
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If to the Contractor:	American Pipe & Tank, Inc. Attn: Zachary Conomos 418 Cypress Rd Ocala, FL 34472 zach@americanpipeandtankinc.com	
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11. Assignment. Contractor shall not assign this Agreement or any part thereof, without the prior consent in writing of the District. If Contractor does, with approval, assign this Agreement or any part thereof, it shall require that its assignee be bound to it and to assume toward Contractor all of the obligations and responsibilities that Contractor has assumed toward the District.

12. Subcontracting. Contractor shall not subcontract any services or work to be provided to District without the prior written approval of the District's Representative. The District reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Agreement. The District's acceptance of a subcontractor shall not be unreasonably withheld. The Contractor is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities. Additionally, any subcontract entered into between the Contractor and subcontractor will need to be approved by the District prior to it being entered into and said agreement shall incorporate in all required terms in accordance with local, state and Federal regulations.

13. Civil Rights. The Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

14. Compliance with Nondiscrimination Requirements. During the performance of this Agreement, the Contractor, for itself, its assignees, and successors in interest, agrees as follows:

- a. **Compliance with Regulations:** The Contractor will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated and attached hereto as Attachment "C".
- b. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

c. Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

d. Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the District or other governmental entity to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the District or the other governmental entity, as appropriate, and will set forth what efforts it has made to obtain the information.

e. Sanctions for Noncompliance: In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the District will impose such contract sanctions as it or another applicable state or federal governmental entity may determine to be appropriate, including, but not limited to:

a. Withholding payments to the Contractor under the Agreement until the Contractor complies; and/or

b. Cancelling, terminating, or suspending the Agreement, in whole or in part.

f. Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the District may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the District to enter into any litigation to protect the interests of the District. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

15. Compliance with Laws. Contractor shall secure any and all permits, licenses and approvals that may be required in order to perform the Services, shall exercise full and complete authority over Contractor's personnel, shall comply with all workers' compensation, employer's liability and all other federal, state, District, and municipal laws, ordinances, rules and regulations required of an employer performing services such as the Services, and shall make all reports and remit all withholdings or other deductions from the compensation paid to Contractor's personnel as may be required by any federal, state, District, or municipal law, ordinance, rule, or regulation.

16. Conflict of Interest. The Contractor covenants that it presently has no interest and shall not acquire any interest, directly or indirectly which could conflict in any manner or degree with the performance of the Services. The Contractor further covenants that in the performance of this Agreement, no person having any such interest shall knowingly be employed by the Contractor. The Contractor guarantees that he/she has not offered or given to any member of, delegate to the Congress of the United States, any or part of this contract or to any benefit arising therefrom.

17. Independent Contractor. Contractor enters into this Agreement as, and shall continue to be, an independent contractor. All services shall be performed only by Contractor and Contractor's employees. Under no circumstances shall Contractor or any of Contractor's employees look to the District as his/her employer, or as partner, agent or principal. Neither Contractor, nor any of Contractor's employees, shall be entitled to any benefits accorded to the District's employees, including without limitation worker's compensation, disability insurance, vacation or sick pay. Contractor shall be responsible for providing, at Contractor's expense, and in Contractor's name, unemployment, disability, worker's compensation and other insurance as well as licenses and permits usual and necessary for conducting the services to be provided under this Agreement.

18. Third Party Beneficiaries. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

19. Indemnification and Waiver of Liability. The Contractor agrees, to the fullest extent permitted by law, to defend (by counsel reasonably acceptable to the District), indemnify and hold harmless the District, its agents, representatives, officers, directors, officials and employees from and against claims, damages, losses and expenses (including but not limited to attorney's fees, court costs and costs of appellate proceedings) relating to, arising out of or resulting from the Contractor's negligent or intentionally wrongful acts, errors, mistakes or omissions relating to Services performed under this Agreement. The Contractor's duty to defend, hold harmless and indemnify the District its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury; sickness; disease; death; or injury to impairment, or destruction of tangible property including loss of use resulting therefrom, caused by any negligent or intentionally wrongful acts, errors, mistakes or omissions related to Services in the performance of this Agreement including any person for whose acts, errors, mistakes or omissions the Contractor may be legally liable. This provision is intended to apply even if the injury or damage is caused in whole or in part by any act, omission or default of the District or its consultants, agents, officers and employees. The parties agree that TEN DOLLARS (\$10.00) represents specific consideration to the Contractor for the indemnification set forth herein.

The waiver by a party of any breach or default in performance shall not be deemed to constitute a waiver of any other or succeeding breach or default. The failure of the District to enforce any of the provisions hereof shall not be construed to be a waiver of the right of the District thereafter to enforce such provisions.

20. Taxes and Assessments. Contractor agrees to pay all sales, use, or other taxes, assessments and other similar charges when due now or in the future, required by any local, state or federal law, including but not limited to such taxes and assessments as may from time to time be imposed by the District in accordance with this Agreement. Contractor further agrees that it shall protect, reimburse and indemnify District from and assume all liability for its tax and assessment obligations under the terms of the Agreement.

The District is exempt from payment of Florida state sales and use taxes. The Contractor shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the District, nor is the Contractor authorized to use the District's tax exemption number in securing such materials.

The Contractor shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Agreement.

21. Prohibition Against Contracting with Scrutinized Companies. Pursuant to Florida Statutes Section 215.4725, contracting with any entity that is listed on the Scrutinized Companies that Boycott Israel List or that is engaged in the boycott of Israel is prohibited. Contractors must certify that the company is not participating in a boycott of Israel. Any contract for goods or services of One Million Dollars (\$1,000,000) or more shall be terminated at the District's option if it is discovered that the entity submitted false documents of certification, is listed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria after July 1, 2018.

Any contract entered into or renewed after July 1, 2018 shall be terminated at the District's option if the company is listed on the Scrutinized Companies that Boycott Israel List or engaged in the boycott of Israel. Contractors must submit the certification that is attached to this agreement as Attachment "D". Submitting a false certification shall be deemed a material breach of contract. The District shall provide notice, in writing, to the Contractor of the District's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination was in error. If the Contractor does not demonstrate that the District's determination of false certification was made in error, then the District shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute Section 215.4725.

22. Inconsistencies and Entire Agreement. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any attachment attached hereto, any document or events referred to herein, or any document incorporated into this Agreement, the term, statement, requirement, or provision contained in this Agreement shall prevail and be given superior effect and priority over any conflicting or inconsistent term, statement, requirement or provision contained in any other document or attachment, including but not limited to Attachments listed in Section 1.

23. Severability. If any term or condition of this Contract shall be deemed, by a court having appropriate jurisdiction, invalid or unenforceable, the remainder of the terms and conditions of this

Contract shall remain in full force and effect. This Contract shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all the terms and provisions hereof.

24. **Entire Agreement.** This Agreement contains the entire agreement of the parties, and may be amended, waived, changed, modified, extended, or rescinded only by in writing signed by the party against whom any such amendment, waiver, change, modification, extension and/or rescission is sought.

25. **Representation of Authority to Contractor/Signatory.** The individual signing this Agreement on behalf of Contractor represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. The signatory represents and warrants to the District that the execution and delivery of this Agreement and the performance of the Services and obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on the Contractor and enforceable in accordance with its terms.

(Remainder of Page Intentionally Left Blank)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate on the day and year first written above.

**CONTRACTOR
AMERICAN PIPE & TANK, INC.**

WITNESS:

Cindy E. Notaro
Signature

Cindy E Notaro
Print Name

BY: ZK

DATE: 10/25/22

ATTEST:

**CEDAR KEY WATER AND SEWER
DISTRICT, FLORIDA**

BY: _____

DATE: _____

Attachment "A"

Attachment "B"
Insurance Requirements

Insurance Requirements

The insurance required shall be written for not less than the following, or greater if required by law and shall include Employer's liability with limits as prescribed in this contract:

- | | | |
|----|------------------------------|--|
| 1. | Worker's Compensation | |
| | 1.) State | Statutory |
| | 2.) Employer's Liability | \$100,000 each accident
\$500,000 policy aggregate |
| 2. | Business Automobile | \$1,000,000 each occurrence
(A combined single limit) |
| 3. | Commercial General Liability | \$1,000,000 each occurrence
(A combined single limit) |

All policies required by this Section shall be underwritten by insurers having a Best's Rating of A and Financial Size Category of VIII or higher, or by such other insurers as shall be acceptable to the District in its sole discretion. In addition, a certificate of the issuance of each such insurance policy shall be delivered to the District prior to the commencement of performance of any Work. Such certificate shall contain an agreement by the insurance company issuing the policy that the policy will not be canceled, terminated or modified without thirty (30) days' prior written notice to the District. At least two weeks prior to the expiration of the original policy or any renewal thereof, a new certificate of the renewal of such insurance shall be delivered to the District.

Contractor shall include the District, the District's agents, officers and employees in the Contractor's General Liability and Automobile Liability policies as additional insureds.

Contractor's insurance policies shall provide a waiver of subrogation in favor of the District.

Attachment "C"

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this Agreement, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor"), as applicable, agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 *et seq.*).

Attachment "D"
Scrutinized Contractors Certificate


SCRUTINIZED COMPANY CERTIFICATION PURSUANT TO FLORIDA STATUTE §
287.135.

I, Zachary Conomos, on behalf of American Pipe & Tank, Inc., certify that American Pipe & Tank, Inc.:

1. Does not participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel list; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Syria. Submitting a false certification shall be deemed a material breach of contract.

Section 287.135, Florida Statutes, prohibits The District from: 1) Contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and 2) Contracting with companies, for goods or services over \$1,000,000.00 that are on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector list, created pursuant to section 215.473, or are engaged in business operations in Syria.

As the person authorized to sign on behalf of the Contractor, I hereby certify that the company identified above in the section entitled "Contractor Name" does not participate in any boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, is not listed on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, and is not engaged in business operations in Syria. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs. I further understand that any contract with the District for goods or services may be terminated at the option of the District if the company is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.



Signature

Zachary Conomos
Print Name

Vice President
Title

**Cedar Key Water and Sewer District Board of
Commissioners
Agenda Request**

Date of Meeting: November 14, 2022

Date Submitted: November 7, 2022

To: Cedar Key Water and Sewer District Board of Commissioners

From: Evan Rosenthal, District Attorney

Subject: Request Board Approval of Continuing Service Agreement with North Florida Professional Services (NFPS) for Engineering Services

Statement of Issue:

This agenda item requests Board approval of a continuing services agreement between the District and NFPS.

Background and Analysis:

The District recently issued a solicitation seeking firms capable of providing engineering consultant services to the District on a continuing basis. Two firms responded, those being NFPS and North Florida Professional Services. At the October regular Board meeting, the Board ranked the two responsive firms as follows: 1. BDI; 2. NFPS. The Board directed the District General Counsel and General Manager to negotiate a proposed contract with both responsive firms.

The attached contract between the District and NFPS is consistent with the proposed contract included in the procurement materials. The agreement is for a term of three (3) years with two (2) optional one year renewals.

NFPS provided proposed rates to the District. District staff reviewed the rates and believe them to be reasonable and consistent with current market rates for engineering services. The hourly rates contained in the rate schedule are used to develop lump sum compensation amounts for many of the tasks to be performed by the engineering firms, as further described in the attached contract.

Options:

1. Approve Contract For Continuing Engineering Consultant Services Between the District and NFPS.
2. Do Not Approve Contract For Continuing Engineering Consultant Services Between the District and NFPS.
3. Board Direction.

Recommendation:

Option #1

Attachments:

1. Contract For Continuing Engineering Consultant Services Between the District and NFPS.

**CONTRACT FOR PROFESSIONAL
CONSULTING SERVICES**

This Contract is made and entered into this _____ day of _____, 2022, by and between the CEDAR KEY WATER AND SEWER DISTRICT, an independent special district government entity, whose principal place of business is at 510 3rd Street, Cedar Key, Florida 32625 (the "District"), and NORTH FLORIDA PROFESSIONAL SERVICES, INC., whose principal place of business is at 1450 SW SR 47 Lake City, FL 32025 (the "Consultant"), whose Federal I.D. number is 27-1868423, in connection with Request for Qualifications No. 22-1 and the professional consulting services set forth therein.

W I T N E S S E T H

WHEREAS, the District has pursued the professional services selection process contemplated under section 287.055, Florida Statutes; and

WHEREAS, after due review of the proposals, the District selected at least three (3) firms for continuing professional consulting services agreements; and

WHEREAS, Consultant was one of those firms selected; and

WHEREAS, the District desires to obtain the continuing professional consulting services of the Consultant for a term of three (3) years with two (2) optional one (1) year renewal periods, concerning certain design, construction, permitting and engineering study services, said services being more fully described in Work Authorizations issued under this Contract for the projects.

NOW, THEREFORE, in consideration of the mutual promises herein, the District and the Consultant agree as follows:

**ARTICLE ONE
CONSULTANT'S RESPONSIBILITY**

1.1. Consultant shall provide to the District continuing professional engineering consulting services for the duration of the Contract.

1.2. The Basic Services required under this Contract to be performed by Consultant shall be those set forth in Article Two and shall be issued periodically as Work Authorizations for identified the District projects ("Project"). Such Projects and scopes of work will be outlined in a Work Authorization and all provisions of this Contract apply to the Work Authorization with full force and effect as if appearing in full within each Work Authorization. Each Work Authorization will set forth a specific Project, the Scope of Services, maximum limit of compensation, schedule, liquidated damages and completion date, and shall become effective upon the due execution after approval by the District. The Work Authorization form is attached hereto as Exhibit B, which is incorporated herein by reference.

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1.3. The basis of compensation to be paid Consultant by the District for Basic Services is set forth in Article Five and Exhibit A, "Basis of Compensation" attached to each Work Authorization, which is attached hereto and incorporated herein. Work Authorization requests will be made to Consultant as may be warranted, including but not limited to updates of plans, designs of improvements, field and construction services, acquisition analysis, and permitting activities as may be reasonably contemplated hereunder.

1.4. The Consultant agrees to obtain and maintain throughout the period of this Contract all such licenses as are required to do business in the State of Florida, including, but not limited to, all licenses required by the respective state boards, and other governmental agencies responsible for regulating and licensing the professional services to be provided and performed by the Consultant pursuant to this Contract.

1.5. The Consultant agrees that, when the services to be provided hereunder relate to a professional service which, under Florida Statutes, requires a license, certificate of authorization or other form of legal entitlement to practice such services, it shall employ and/or retain only qualified personnel to provide such services.

1.6. Consultant agrees that the Project Manager for the term of this Contract shall be:

Terry "Bob" White, P.E.

The Consultant agrees that the Project Manager shall devote whatever time is required to satisfactorily manage the services to be provided and performed by the Consultant hereunder. The person selected by the Consultant to serve as the Project Manager shall be subject to the prior approval and acceptance of the District, such approval or acceptance shall not be unreasonably withheld.

1.7. Consultant shall notify the District in the event of key personnel changes, which might affect this Contract. To the extent possible, notification shall be made within ten (10) days prior to changes. Consultant, at the District's request, shall remove without consequence to the District any subcontractor or employee of the Consultant and replace him/her with another employee having the required skill and experience. The District has the right to reject proposed changes in key personnel. The following personnel shall be considered key personnel:

Name: Terry White, P.E.

Name: Ricky Hendrix, P.E.

1.8. Consultant agrees, within fourteen (14) calendar days of receipt of a written request from the District, to promptly remove and replace from the project team the Project Manager, or any other personnel employed or retained by the Consultant, or any subconsultants or subcontractors or any personnel of any such subconsultants or subcontractors engaged by the Consultant to provide and perform services or work pursuant to the requirements of this Contract, whom the

District shall request in writing to be removed, which request may be made by the District with or without cause.

1.9. The Consultant has represented to the District that it has expertise in the type of professional services that will be required for the Project. The Consultant agrees that all services to be provided by Consultant pursuant to this Contract shall be subject to the District's review and approval and shall be in accordance with the generally accepted standards of professional practice in the State of Florida, as well as in accordance with all published laws, statutes, ordinances, codes, rules, regulations and requirements of any governmental agencies which regulate or have jurisdiction over the Project or the services to be provided and performed by Consultant hereunder. In the event of any conflicts in these requirements, the Consultant shall notify the District of such conflict and utilize its best professional judgment to advise the District regarding resolution of the conflict. At the District's request, Consultant shall, at no additional cost to the District, re-perform services which fail to satisfy the foregoing standard of care or otherwise fail to meet the requirement of this Contract.

1.10. Consultant agrees not to divulge, furnish or make available to any third person, firm or organization, without the District's prior written consent, or unless incident to the proper performance of the Consultant's obligations hereunder, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed, any non-public information concerning the services to be rendered by Consultant hereunder, and Consultant shall require all of its employees, agents, subconsultants and subcontractors to comply with the provisions of this paragraph.

1.11. Evaluations of the District's adopted capital improvement budget, preliminary estimates of construction cost and detailed estimates of construction cost prepared by the Consultant represent the Consultant's best judgment as a design professional familiar with the construction industry. The Consultant cannot and does not guarantee that bids or negotiated prices will not vary from any estimate of construction cost or evaluation prepared or agreed to by the Consultant. Notwithstanding anything above to the contrary, Consultant shall revise and modify Construction Documents and assist in the rebidding of the work at no additional cost to the District, if all responsive and responsible bids exceed the estimates of construction costs prepared by Consultant.

1.12. Consultant shall not be responsible for means, methods, techniques, sequences or procedures of construction selected by contractors or the safety precautions and programs incident to the work of contractors.

**ARTICLE TWO
BASIC AND ADDITIONAL SERVICES OF CONSULTANT**

As authorized or required by the District in a Work Authorization, Consultant shall furnish or obtain from others Basic Services of the types listed in this Article Two. These services will be paid for by the District as indicated in Article Five and Exhibit A and as confirmed in each Work

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Authorization. The following Sections 2.1, 2.2, 2.3, 2.4, 2.5, 2.6, and 2.7 are considered Basic Services and Section 2.8 is considered Additional Services:

2.1. Design Studies and Reports.

Consultant shall:

- a. Consult with the District to define and clarify the District's requirements for the Project and available data.
- b. Advise the District as to the necessity of the District obtaining from Consultant Additional Services described in Article Two of this Contract, including, but not limited to probing's, subsurface explorations, special permits, or other similar investigations.
- c. Identify, consult with, and analyze requirements of the District to approve the portions of the Project designed or specified by Consultant, including but not limited to mitigating measures identified in the environmental assessment.
- d. Identify and evaluate all reasonable alternate solutions available to the District and, after consultation with the District, recommend to the District those solutions which in Consultant's judgment meet the District's requirements for the Project.
- e. Prepare a preliminary Consulting Report (the "Report") which will, as appropriate, contain schematic layouts, sketches, operation and maintenance costs, and conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and those alternate solutions available to the District which Consultant recommends. For each recommended solution Consultant will provide the following, which will be separately itemized: opinion of probable Construction Cost; proposed allowances for contingencies; the estimated total costs of design, professional, and related services to be provided by Consultant and its Consultants; and, on the basis of information furnished by the District, a summary of allowances for other items and services included within the definition of Total Project Costs.
- f. Furnish three (3) review copies of the Report and any other deliverables to the District within the timeframe established in the Work Authorization and review it with the District.
- g. Revise the Report and any other deliverables in response to the District's comments, as appropriate, and furnish three (3) copies of the revised Report and any other deliverables to the District within the timeframe established in the Work Authorization.

Consultant's services under the Study and Report Phase will be considered complete on the date when the revised Report and any other deliverables have been delivered to and accepted by the District, as appropriate.

2.2. Preliminary Design.

After acceptance by the District of the Report and any other deliverables, selection by the District of a recommended solution and indication of any specific modifications or changes in the scope, extent, character, or design requirements of the Project desired by the District, as applicable, and upon written authorization from the District, Consultant shall:

- a. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Project.
- b. Provide necessary field surveys and topographic and utility mapping for design purposes. Utility mapping will be based upon information obtained from utility owners.
- c. Provide to the District three (3) copies of maps showing the general location of required construction easements and permanent easements and the land to be acquired.
- d. Advise the District as to the necessity of the District obtaining from Consultant, Additional Services described in Article Three of this Contract, such as, but not limited to probing's, subsurface explorations, special permits, or other similar investigations. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and assist the District in collating the various cost categories which comprise Total Project Costs.
- e. Keep the District informed as to the status of the project design through no less than monthly meetings at the District's offices.
- f. Furnish three (3) review copies of the Preliminary Design Phase documents and any other deliverables to the District within the timeframe established in the Work Authorization, and review them with the District.
- g. Revise the Preliminary Design Phase documents and any other deliverables in response to comments from the District, as appropriate, and furnish to the District three (3) copies of the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables within the timeframe established in the Work Authorization.

Consultant's services under the Preliminary Design Phase will be considered complete on the date when the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables have been delivered to the District.

2.3. Final Design.

After acceptance by the District of the Preliminary Design Phase documents, revised opinion of probable Construction Cost as determined in the Preliminary Design Phase, and any other deliverables subject to any the District-directed modifications or changes in the scope, extent,

character, or design requirements of or for the Project, and upon written authorization from the District, Consultant shall:

- a. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor. If appropriate, Specifications shall conform to the 16-division format of the Construction Specifications Institute.
- b. Provide technical criteria, written descriptions, and design data for the District's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design of the Project; assist the District in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities.
- c. Advise the District of any adjustments to the opinion of probable Construction Cost and any adjustments to Total Project Costs known to Consultant.
- d. Prepare and furnish Bidding Documents for review by the District, its legal counsel, its other advisors, and regulatory agencies, within the timeframe established in the Work Authorization, and assist the District in the preparation of other related documents. Review to ensure conformity with the technical specifications and incorporate into the Bidding Documents, the District's standard specifications.
- e. Revise the Bidding Documents in accordance with comments and instructions from the District, as appropriate, and submit three (3) final copies of the Bidding Documents, a revised opinion of probable Construction Cost, and any other deliverables to the District within the timeframe established in the Work Authorization. Consultant shall also provide an electronic copy of the Bidding Documents to the District.

Consultant's services under the Final Design Phase will be considered complete on the date when the submittals required by paragraph A.3.1 have been delivered to and accepted by the District.

2.4. Construction Bid Services.

After acceptance by the District of the Bidding Documents and the most recent opinion of probable Construction Cost as determined in the Final Design Phase Consultant shall:

- a. Assist the District in advertising for and obtaining bids or proposals for the Work and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, organize and conduct pre-Bid conferences, if any.
- b. Issue Addenda as appropriate to clarify, correct, or change the Bidding Documents.
- c. Provide information or assistance needed by the District in the course of any negotiations with prospective contractors.

- d. Consult with the District as to the acceptability of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors for those portions of the Work as to which such acceptability is required by the Bidding Documents.
- e. Determine the acceptability of substitute materials and equipment proposed when substitution is necessary because the specified item is incompatible with the Project or fails to comply with applicable codes.
- f. Attend the Bid opening, prepare Bid tabulation sheets, and assist the District in evaluating Bids or proposals and in assembling and awarding contracts for the Work.
- g. Provide the District with a recommendation of contract award.

The Bidding or Negotiating Phase will be considered complete upon contract award by the District to the successful bidder.

2.5. Construction Contract Administration.

Upon successful completion of the Bidding and Negotiating Phase Consultant shall:

- a. Consult with the District and Contractors as reasonably required and necessary with regard to the construction of the project and act as the District's representative. All of the District's instructions to Contractor will be issued through Consultant.
- b. Coordinate and conduct a Pre-Construction Conference prior to commencement of Work at the Site.
- c. Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Consultant, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
- d. As appropriate, establish baselines and benchmarks for locating the Work which in Consultant's judgment are necessary to enable Contractor to proceed.
- e. In connection with observations of a contractor's Work while it is in progress:
 - i. Make visits to the Site at intervals appropriate to the various stages of construction, as Consultant or the District deems necessary, but at least monthly, to observe as an experienced and qualified design professional the progress and quality of contractor's executed Work. Such visits and observations by Consultant are not intended to be exhaustive or to extend to every aspect of contractor's Work in progress or to involve detailed inspections of contractor's Work in progress beyond the responsibilities specifically assigned to Consultant in this Contract and the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on

Consultant's exercise of professional judgment. Based on information obtained during such visits and observations, Consultant will determine in general if the Work is proceeding in accordance with the Contract Documents, and Consultant shall keep the District informed of the progress of the Work.

ii. The purpose of Consultant's visits to the Site will be to enable Consultant to better carry out the duties and responsibilities assigned to and undertaken by Consultant during the Construction Phase, and, in addition, by the exercise of Consultant's efforts as an experienced and qualified design professional, to provide for the District a greater degree of confidence that the completed Work will conform in general to the Contract Documents and that contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Consultant shall not, during such visits or as a result of such observations of contractor's Work in progress, supervise, direct, or have control over contractor's Work, nor shall Consultant have responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by contractor, for security or safety on the Site, for safety precautions and programs incident to contractor's Work, nor for any failure of contractor to comply with Laws and Regulations applicable to contractor's furnishing and performing the Work.

iii. The Consultant shall consult with the District's inspector and review all observations and inspection reports performed by the District's inspector to ensure the Work conforms in general to the Contract Documents. Consultant shall promptly notify the District as to any deviations from the Contract Documents.

f. Recommend to the District that contractor's Work be rejected while it is in progress if, on the basis of Consultant's observations, Consultant believes that such Work will not produce a completed Project that conforms generally to the Contract Documents or that it will threaten the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.

g. Review materials and workmanship of the Project and report to the District any deviations from the Contract Documents which may come to the Consultant's attention; determine the acceptability of work and materials and make recommendation to the District to reject items not meeting the requirements of the Contract Documents.

h. Recommend to the District in writing that the work, or designated portions thereof, be stopped if, in Consultant's judgment, such action is necessary to allow proper inspection, avoid irreparable damage to the work, or avoid subsequent rejection of work which could not be readily replaced or restored to an acceptable condition, such stoppage to be only for a period reasonably necessary for the determination of whether or not the work will in fact comply with the requirements of the Contract Documents.

- i. Require that any work which is covered up without being properly observed be uncovered for examination and restored at contractor's expense if deemed appropriate by the Consultant.
- j. Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of contractor's work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Consultant may issue Field Orders authorizing minor variations in the Work from the requirements of the Contract Documents.
- k. Negotiate with the contractor the scope and cost of any contract Change Order or Work Change Directive and provide a recommendation to the District. Prepare and issue Change Orders and Work Change Directives as required or directed by the District.
- l. Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Consultant shall meet any Contractor's submittal schedule that Consultant has accepted.
- m. Evaluate and determine the acceptability of substitute or "or equal" materials and equipment proposed by contractor.
- n. Require special inspections or tests of contractor's work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by applicable laws and regulations of any governmental agency or the Contract Documents. Consultant's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. Consultant shall be entitled to rely on the results of such tests.
- o. Assist and coordinate with the District, contractor and, if applicable, their Operations Contractor, with regard to start-up and testing requirements of the Project. Review and approve all required start-up procedures required by the Contract. Observe all start-up activities to ensure conformity with the requirements of the Contract Documents. Review and approve any performance testing required by the Contract Documents.
- p. Assist the District with the coordination of any training of the District's Operations contractor or other such persons as designated by the District.
- q. Render formal written decisions on all duly submitted issues relating to the acceptability of contractor's work or the interpretation of the requirements of the Contract

Documents pertaining to the execution, performance, or progress of Contractor's Work; review each duly submitted claim by the District or Contractor, and in writing either deny such claim in whole or in part, approve such claim, or decline to resolve such claim if Consultant in its discretion concludes that to do so would be inappropriate. In rendering such decisions, Consultant shall be fair and not show partiality to the District or contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.

r. Monitor all required Project records, including but not limited to delivery schedules, inventories and construction reports. Based upon the Project records, as well as Consultant's observations at the site and evaluations of the data reflected in contractor's application for payment, Consultant shall render a recommendation to the District concerning the amount owed to the contractor and shall forward the contractor's application for such amount to the District. Such approval of the application for payment shall constitute a representation by Consultant to the District, based on observations and evaluations, that:

- i. The work has progressed to the point indicated.
- ii. The work is in substantial accordance with the Contract Documents.
- iii. The contractor is entitled to payment in the recommended amount.

s. Receive, review, and transmit to the District maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Contract Documents, certificates of inspection, tests and approvals, shop drawings, samples and other data, and all required record documents which are to be assembled by contractor in accordance with the Contract Documents to obtain final payment.

t. Promptly after notice from contractor that contractor considers the entire Work ready for its intended use, in company with the District and contractor, conduct a pre-final inspection to determine if the Work is substantially complete. If, after considering any objections of the District, Consultant considers the Work substantially complete Consultant shall deliver a certificate of Substantial Completion to the District and contractor. If not, Consultant shall develop a list of items needing completion or correction, forward said list to the Contractor and provide written recommendations to the District concerning the acceptability of Work done and the use of the Project.

u. Prepare and furnish to the District two (2) sets of project record drawings showing appropriate record information based on Record Drawing information from contractor and Project documentation received from the District's inspector. Consultant shall also provide the District with an electronic copy of the project record documents.

v. In company with the District, conduct a final inspection and assist the District in closing out the construction contract, including but not limited to, providing recommendations concerning acceptance of the Project and preparing all necessary documents, including but not limited to, lien waivers, contractor's final affidavit, close-out change orders, certificate of final completion, and final payment application.

w. The construction phase will terminate upon written recommendation by Consultant for final payment to Contractors.

2.6. Detailed Observation of Construction.

Construction work shall be done under the full-time observation of at least one representative of Consultant; or by such additional representatives of the Consultant as may be necessary for observing the construction of the Project, as may be authorized and approved by the District. During detailed observation of construction Consultant shall act to protect the District's interests in Project and:

a. Take digital 3 x 5 color photographs of important aspects of the Project process and submit same on a regular basis to the District; such pictures to be properly categorized and identified as to date, time, location, direction and photographer, with subsequent notations on drawings.

b. Maintain appropriate field notes from which record drawings can be generated.

c. Maintain appropriate field records to document any and all disputes or claims, whether actual or potential with respect to construction of the Project.

d. Observe operation or performance testing and report findings to the District and contractor, including copies of bacteriological and pressure tests when potable water lines are involved upon completion of operable units.

2.7. Post-Construction Phase.

Upon written authorization from the District, Consultant, during the post-construction phase, shall:

a. Provide assistance in connection with the adjusting of Project equipment and systems.

b. Assist the District in training the District staff to operate and maintain Project equipment and systems.

c. Assist the District in developing procedures for control of the operation and maintenance of, and record keeping for Project equipment and systems.

d. Together with the District, visit the Project to observe any apparent defects in the Work, assist the District in consultations and discussions with Contractor concerning

correction of any such defects, and make recommendations as to replacement or correction of defective work, if present.

- e. In company with the District or the District's Representative, provide an inspection of the Project within one month before the end of the correction period for Contractor's Work to ascertain whether any portion of the Work is subject to correction.

The post-construction phase services may commence during the construction phase and will terminate at the end of the Construction Contract's correction period.

2.8. Additional Services.

If not otherwise included in the Basic Services outlined in Sections 2.1 through 2.7 above and if authorized in an approved Work Authorization, Consultant shall furnish the following additional services:

- a. Preparation of applications and supporting documents (except those already to be furnished under this Contract) for private or governmental grants, loans, bond issues or advances in connection with the Project.
- b. Services resulting from significant changes in the general scope, extent or character of the Project or its design including, but not limited to, changes in size, complexity, the District's schedule or character of construction; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to and not reasonably anticipated prior to the preparation of such studies, reports or documents, or are due to any other causes beyond Consultant's control.
- c. Preparation and submission of information to and necessary consultations with the local Transportation Department, Florida Department of Environmental Protection, Florida Department of Transportation, regional water management districts, U.S. Army Corps of Engineers or other appropriate regulatory agencies, in order to obtain necessary permits or approvals for construction of the Project, unless such permits are expressly included in Basic Services to be performed by Consultant hereunder as set forth in the Work Authorization issued hereunder.
- d. Providing renderings or models for the District's use.
- e. Investigations and studies involving detailed consideration of operations, maintenance and overhead expenses; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules and appraisals; and evaluating processes available for licensing and assisting the District in obtaining process licensing.
- f. Furnishing services of independent professional associates and consultants for other than the contract services to be provided by Consultant hereunder.

- g. Services during out-of-town travel required of Consultant and directed by the District, other than visits to the Project site or the District's office.
- h. Assistance in connection with bid protests, rebidding or renegotiating contracts for construction, materials, equipment or services, except as otherwise provided for herein.
- i. Providing any type of property surveys, aerial photography or related engineering services needed for the transfer of interests in real property and field surveys for design purposes and engineering surveys and staking to enable contractors to proceed with their work and providing other special field surveys.
- j. Preparation of operating, maintenance and staffing manuals, except as otherwise provided for herein.
- k. Preparing to serve or serving as a consultant or witness for the District in any litigation, or other legal or administrative proceeding, involving the Project (except for assistance in consultations which are included as part of the Basic Services to be provided herein).
- l. Assist in the review of private development activities requiring review and approval by the District, including but not limited to comprehensive plan reviews, land development code amendments, and Development of Regional Impact studies.
- m. Represent the District on engineering topics before local governments and other governmental entities.
- p. Additional services rendered by Consultants in connection with a Project, not otherwise provided for in this Contract or not customarily furnished in accordance with generally accepted engineering practice.

**ARTICLE THREE
THE DISTRICT'S RESPONSIBILITIES**

3.1. The District shall designate in writing a representative to act as the District's representative with respect to the services to be rendered under this Contract (hereinafter referred to as the "the District's Representative"). The District's Representative shall have the District to transmit instructions, receive information, interpret and define the District's policies and decisions with respect to Consultant's services for the Project. However, the District's Representative is not authorized to issue any verbal or written orders or instructions to the Consultant that would have the effect, or be interpreted to have the effect, of modifying or changing in any way whatever:

- a. The scope of services to be provided and performed by the Consultant hereunder or in any approved Work Authorization;

b. The time the Consultant is obligated to commence and complete all such services;
or

c. The amount of compensation the District is obligated or committed to pay the
Consultant.

3.2. The District's Representative shall:

a. Review and make appropriate recommendations on all requests submitted by the
Consultant for payment for services and work provided and performed in accordance with
this Contract;

b. Provide all criteria and information requested by Consultant as to the District's
requirements, for the Project, including design objectives and constraints, space, capacity
and performance requirements, flexibility and expandability, and any budgetary
limitations;

c. Upon request from Consultant, assist Consultant by placing at Consultant's
disposal all available information in the District's possession pertinent to the Project,
including existing drawings, specifications, shop drawings, product literature, previous
reports and any other data relative to design or construction of the Project;

d. Arrange for access to and make all provisions for Consultant to enter the Project
site to perform the services to be provided by Consultant under this Contract; and

e. Provide notice to Consultant of any deficiencies or defects discovered by the
District with respect to the services to be rendered by Consultant hereunder.

3.3. Consultant acknowledges that access to the Project Site, to be arranged by the District for
Consultant, may be provided during times that are not the normal business hours of the Consultant.

3.4. The District shall be responsible for the acquisition of all easements, property sites, rights-
of-way, or other property rights required for the Project and for the costs thereof, including the
costs of any required land surveys in connection with such acquisition.

3.5. For the purposes of this Contract, the District's Representative shall be:

James McCain or current District Manager
510 3rd St
Cedar Key, FL 32625

**ARTICLE FOUR
TERM AND TIME**

4.1 The term of this Contract shall commence on the date signed by the last party to sign the Contract and continue for three (3) years from such date, unless otherwise terminated as provided herein. At the District's sole discretion, the term of this Contract may be extended for two (2) additional one (1) year terms under the same terms and conditions as provided herein.

4.2 Services to be rendered by Consultant shall be commenced subsequent to the execution of any Work Authorizations issued pursuant to this Contract, after receiving written Notice to Proceed from the District for all or any designated portion of the Project and shall be performed and completed in accordance with the Project Schedule attached to the Work Authorization for the Project.

4.3 Should Consultant be obstructed or delayed in the prosecution or completion of its services as a result of unforeseeable causes beyond the control of Consultant, and not due to its own fault or neglect, including but not restricted to acts of God or of public enemy, acts of government or of the District, fires, floods, epidemics, quarantine regulations, strikes or lock-outs, then Consultant shall notify the District in writing within five (5) working days after commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which Consultant may have had to request a time extension.

4.4 No interruption, interference, inefficiency, suspension or delay in the commencement or progress of Consultant's services from any cause whatsoever, including those for which the District may be responsible in whole or in part, shall relieve Consultant of its duty to perform or give rise to any right to damages or additional compensation from the District. Consultant's sole remedy against the District will be the right to seek an extension of time to its schedule. This paragraph shall expressly apply to claims for early completion, as well as claims based on late completion. Provided, however, if through no fault or neglect of the Consultant, the services to be provided hereunder have not been completed within the schedule identified in the Work Authorization, the Consultant's compensation shall be equitably adjusted, with respect to those services that have not yet been performed, to reflect the incremental increase in costs experienced by Consultant.

4.5 Should the Consultant fail to commence, provide, perform or complete any of the services to be provided hereunder in a timely and reasonable manner, in addition to any other rights or remedies available to the District hereunder, the District at its sole discretion and option may withhold any and all payments due and owing to the Consultant until such time as the Consultant resumes performance of its obligations hereunder in such a manner so as to reasonably establish to the District's satisfaction that the Consultant's performance is or will shortly be back on schedule.

4.6 When the Consultant and the District enter into a Work Authorization where the term of the Work Authorization expires on a date that is later than the date that this Contract expires, the Consultant and the District agree that the terms of this Contract and any amendments, attachments or provisions thereof are automatically extended until the expiration or full completion of the requirements of the Work Authorization have been performed. Cancellation by the District of any remaining work prior to the full completion of the requirements of the Work Authorization shall cause the terms of this Contract to terminate at the same time. This provision only applies when the expiration of the Work Authorization extends beyond the expiration of this Contract. It does

not apply when a Work Authorization expires or is cancelled prior to the expiration of this Contract.

ARTICLE FIVE COMPENSATION

5.1. Compensation and the manner of payment of such compensation by the District for services rendered hereunder by Consultant shall be as prescribed in Exhibit A, entitled "Basis of Compensation," which is attached hereto and made a part hereof.

5.2. The total amount to be paid by the District under this Contract for all services and materials, including "out of pocket" expenses and any approved subcontracts, shall not exceed the amount set forth in the approved Work Authorizations without prior approval of the District. The Consultant shall notify the District's Representative in writing when 90% of an approved "not to exceed amount" has been reached.

5.3. Invoices received by the District from the Consultant pursuant to this Contract will be reviewed and approved in writing by the District's Representative, who shall indicate whether services have been rendered in conformity with the Contract, and then sent to the District clerk for processing payment. All invoices shall contain a detailed breakdown of the services provided for which payment is being requested. Invoices shall be paid in accordance with the Florida Prompt Payment Act. In addition to detailed invoices, upon request of the District's Representative, Consultant will provide the District with detailed periodic Status Reports on the project.

5.4. "Out-of-pocket" expenses shall be reimbursed in accordance with Florida law and any approved Work Authorization. All requests for payment of "out-of-pocket" expenses eligible for reimbursement under the terms of this Contract shall include copies of paid receipts, invoices, or other documentation acceptable to the District's Representative. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the Scope of Work described in this Contract.

5.5. In order for both parties herein to close their books and records, the Consultant will clearly state "final invoice" on the Consultant's final/last billing to the District for each Work Authorization. This final invoice shall also certify that all services provided by Consultant have been performed in accordance with the applicable Work Authorization and all charges and costs have been invoiced to the District. Because this account will thereupon be closed, any and other further charges not included on this final invoice are waived by the Consultant. Acceptance of final payment by Consultant shall constitute a waiver of all claims and liens against the District for additional payment.

5.6. Consultant acknowledges that the District, during any fiscal year, shall not expend money, incur any liability, or enter into any agreement which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any agreement, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such agreement. Nothing herein contained shall prevent the making of

agreements for a period exceeding one year, but any agreement so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Accordingly, the District's performance and obligation to pay under this agreement is contingent upon annual appropriation.

**ARTICLE SIX
WAIVER OF CLAIMS**

6.1. Consultant's acceptance of final payment shall constitute a full waiver of any and all claims related to the obligation of payment by it against the District arising out of this Contract or otherwise related to the Project, except those previously made in writing and identified by Consultant as unsettled at the time of the final payment. Neither the acceptance of Consultant's services nor payment by the District shall be deemed to be a waiver of any of the District's rights against Consultant.

**ARTICLE SEVEN
TRUTH IN NEGOTIATION REPRESENTATIONS**

7.1. Consultant warrants that Consultant has not employed or retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Contract and that Consultant has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Contract.

7.2. In accordance with provisions of Section 287.055(5)(a), Florida Statutes, the signature of this Contract by the Consultant shall also act as the execution of a truth in negotiation certificate certifying that the wage rates, overhead charges, and other costs used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged the Consultant's most favored customer for the same or substantially similar service. Should the District determine that said rates and costs were significantly increased due to incomplete, noncurrent or inaccurate representation, then said rates and compensation provided for in this Contract shall be adjusted accordingly.

**ARTICLE EIGHT
TERMINATION OR SUSPENSION**

8.1. Consultant shall be considered in material default of this Contract and such default will be considered cause for the District to terminate this Contract, in whole or in part, as further set forth in this section, for any of the following reasons: (a) failure to begin work under the Contract within a reasonable time after issuance of the Notice(s) to Proceed of a Work Authorization, or (b) failure to properly and timely perform the services to be provided hereunder or as directed by the District pursuant to this Contract, or (c) the bankruptcy or insolvency or a general assignment for the benefit of creditors by Consultant or by any of Consultant's principals, officers or directors, or (d) failure to obey laws, ordinances, regulations or other codes of conduct, or (e) failure to perform or



abide by the terms of this Contract, or (f) for any other just cause. The District may so terminate this Contract, in whole or in part, by giving the Consultant seven (7) calendar days' written notice.

8.2. If, after notice of termination of this Contract as provided for in paragraph 8.1 above, it is determined for any reason that Consultant was not, in default, or that its default was excusable, or that the District otherwise was not entitled to the remedy against Consultant provided for in paragraph 8.1, then the notice of termination given pursuant to paragraph 8.1 shall be deemed to be the notice of termination provided for in paragraph 8.3 below and Consultant's remedies against the District shall be the same as and limited to those afforded Consultant under paragraph 8.3 below.

8.3. The District shall have the right to terminate this Contract, in whole or in part, without cause upon seven (7) calendar days' written notice to Consultant. In the event of such termination for convenience, Consultant's recovery against the District shall be limited to that portion of the fee earned through the date of termination, together with any retainage withheld and any costs reasonably incurred by Consultant that are directly attributable to the termination, but Consultant shall not be entitled to any other or further recovery against the District, including, but not limited to, anticipated fees or profits on work not required to be performed.

8.4. Upon termination, the Consultant shall deliver to the District all original papers, records, documents, drawings, models, and other material set forth and described in this Contract.

8.5. The District shall have the power to suspend all or any portions of the services to be provided by Consultant hereunder upon giving Consultant two (2) calendar days' prior written notice of such suspension. If all or any portion of the services to be rendered hereunder are so suspended, the Consultant's sole and exclusive remedy shall be to seek an extension of time to its schedule in accordance with the procedures set forth in Article Four herein.

ARTICLE NINE PERSONNEL

9.1. The Consultant is, and shall be, in the performance of all work services and activities under this Contract, an Independent Contractor, and not an employee, agent, or servant of the District. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the Consultant's sole direction, supervision, and control. The Consultant shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Consultant's relationship and the relationship of its employees to the District shall be that of an Independent Contractor and not as employees or agents of the District.

9.2. The Consultant represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the District, nor shall such personnel be entitled to any benefits of the District including, but not limited to, pension, health and workers' compensation benefits.

9.3. All of the services required hereunder shall be performed by the Consultant or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

9.4. The Consultant warrants that all services shall be performed by skilled and competent personnel to professional standards applicable to firms of similar local and national reputation.

ARTICLE TEN SUBCONTRACTING

10.1. Consultant shall not subcontract any services or work to be provided to the District without the prior written approval of the District's Representative. The District reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Contract. The District's acceptance of a subcontractor shall not be unreasonably withheld. The Consultant is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities.

ARTICLE ELEVEN FEDERAL AND STATE TAX

11.1. The District is exempt from payment of Florida state sales and use taxes. Upon request, the District will provide an exemption certificate to Consultant. The Consultant shall not be exempted from paying sales tax to its suppliers for materials used to fulfill its obligations pursuant to this Contract, nor is the Consultant authorized to use the District's tax exemption number in securing such materials.

11.2. The Consultant shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Contract.

ARTICLE TWELVE OWNERSHIP OF DOCUMENTS

12.1. Upon completion or termination of this Contract, all records, documents, tracings, plans, specifications, maps, evaluations, reports, computer assisted design or drafting disks and other technical data, other than working papers, prepared or developed by Consultant under this Contract shall be delivered to and become the property of the District. Consultant, at its own expense, may retain copies for its files and internal use. Consultant assumes no liability for the use of such documents by the District or others for purposes not intended under this Contract.

12.2 In addition to other requirements provided herein, Consultant shall comply with public records laws embodied in chapter 119, Florida Statutes, and specifically shall:

a. Keep and maintain public records required by the District in order to perform the Scope of Services identified herein.

b. Upon request from the District provide the District with any requested public records or allow the requested records to be inspected or copied within a reasonable time by the District.

c. 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 thereafter if the Consultant does not transfer all records to the District.

d. Transfer, at no cost, to the District all public records in possession of the Consultant upon termination of this Contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District, upon request from the District, in a format that is compatible with the information technology systems of the District. If the Consultant keeps and maintains public records upon the conclusion of this Contract, the Consultant shall meet all applicable requirements for retaining public records that would apply to the District.

e. If Consultant does not comply with a public records request, the District shall treat that omission as breach of this Contract and enforce the contract provisions accordingly. Additionally, if the Consultant fails to provide records when requested, the Consultant may be subject to penalties under section 119.10, Florida Statutes and reasonable costs of enforcement, including attorney fees.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT ALICIA JOHNS, 510 3rd St Cedar Key, FL 32625, 352-543-5285, ALICIA@CKWATER.ORG

**ARTICLE THIRTEEN
MAINTENANCE OF RECORDS**

13.1. Consultant will keep adequate records and supporting documentation which concern or reflect its services hereunder. The records and documentation will be retained by Consultant for a minimum of five (5) years from the date of termination of this Contract or the date the Project is completed, whichever is later. The District, or any duly authorized agents or representatives of the District, shall have the right to audit, inspect and copy all such records and documentation as often as they deem necessary during the period of this Contract and during the five (5) year period noted above; provided, however, such activity shall be conducted only during normal business hours.

ARTICLE FOURTEEN



INSURANCE

14.1. During the life of the Contract the Consultant shall provide, pay for, and maintain, with companies satisfactory to the District, the types of insurance described herein. All insurance shall be from responsible companies duly authorized to do business in the State of Florida and/or responsible risk retention group insurance companies registered with the State of Florida. Prior to execution of this Contract by the District, the insurance coverages and limits required must be evidenced by properly executed Certificates of Insurance on forms which are acceptable to the District. The Certificates must be personally, manually signed by the Authorized Representatives of the insurance company/companies shown on the Certificates with proof that he/she is an authorized representative thereof. In addition, certified, true and exact copies of all insurance policies required shall be provided to the District, on a timely basis, if required by the District. These Certificates and policies shall contain provisions that thirty (30) days' written notice by registered or certified mail shall be given the District of any cancellation, intent not to renew, or reduction in the policies' coverages, except in the application of the Aggregate Limits Provisions. In the event of a reduction in the Aggregate Limit of any policy, the Consultant shall immediately take steps to have the Aggregate Limit reinstated to the full extent permitted under such policy. All insurance coverages of the Consultant shall be primary to any insurance or self-insurance program carried by the District applicable to this Project.

14.2. The acceptance by the District of any Certificate of Insurance for this Project evidencing the insurance coverages and limits required in this Contract does not constitute approval or agreement by the District that the insurance requirements have been met or that the insurance policies shown on the Certificates of Insurance are in compliance with the requirements of this Contract.

14.3. Before starting and until acceptance of the work by the District, Consultant shall maintain insurance of the types and to the limits specified in paragraph 14.7 entitled "Required Insurance." Consultant shall require each of its subconsultants and subcontractors to procure and maintain, until the completion of that subconsultant's or subcontractor's work, insurance of the types and to the limits specified in paragraph 14.7, unless such insurance requirement for the subconsultant or subcontractor is expressly waived in writing by the District. Said waiver shall not be unreasonably withheld upon Consultant representing in writing to the District that Consultant's existing coverage includes and covers the subconsultants and subcontractors for which a waiver is sought, and that such coverage is in conformance with the types and limits of insurance specified in paragraph 14.7. All liability insurance policies, other than the Professional Liability, Worker's, Compensation and Employers' Liability policies, obtained by Consultant to meet the requirements of this Contract shall name the District as an additional insured as to the operations of the Consultant under this Contract and the Contract Documents and shall contain severability of interests provisions.

14.4. If any insurance provided pursuant to this Contract expires prior to the completion of the work, renewal Certificates of Insurance and, if requested by the District, certified, true copies of the renewal policies shall be furnished by Consultant thirty (30) days prior to the date of expiration. Should at any time the Consultant not maintain the insurance coverages required in this Contract, the District may cancel this Contract or at its sole discretion shall be authorized to purchase such coverages and charge the Consultant for such coverages purchased. The District shall be under no

obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the District to purchase such insurance coverages shall in no way be construed to be a waiver of its rights under this Contract.

14.5. Certificates of insurance, reflecting evidence of the required insurance, shall be filed with the District's Representative prior to the commencement of the work. The Consultant shall not commence work under this Contract until it has obtained all insurance required under this paragraph and such insurance has been approved by the District's Representative, nor shall the Consultant allow any subcontractor to commence work on its sub-contract until all similar such insurance required of the subcontractor has been obtained and approved.

14.6. Policies shall be issued by companies authorized to do business under the laws of the State of Florida and shall have adequate Policyholders and Financial ratings in the latest ratings of A.M. Best rating of A- or better.

14.7. Required Insurance

- a. Workers' Compensation insurance as required by the State of Florida.
- b. Employers Liability Insurance with limits of \$1,000,000 per Accident, \$1,000,000.00 Disease, policy limits, \$1,000,000 Disease each employee.
- c. Comprehensive business automobile and vehicle liability insurance covering claims for injuries to members of the public and/or damages to property of others arising from use of motor vehicles, including onsite and offsite operations, and owned, hired or non-owned vehicles, with minimum limits of \$1,000,000 Combined Single Limit, and if split limits are provided, the minimum acceptable limits shall be \$250,000 per person, \$500,000 per occurrence, \$250,000 property damage.
- d. Commercial general liability covering claims for injuries to members of the public or damage to property of others arising out of any covered act or omission of Consultant or any of its employees, agents or subcontractors or sub consultants, including Premises and/or Operations, Independent Contractors; Broad Form Property Damage and a Contractual Liability Endorsement with \$1,000,000 Combined Single Limit, and if split limits are provided, the minimum acceptable limits shall be \$250,000 per person, \$500,000 per occurrence, \$500,000 property damage.
- e. Professional liability insurance of at least \$1,000,000.00 for design errors and omissions, exclusive of defense costs. Consultant shall be required to provide continuing Professional Liability Insurance to cover each project for a period of two (2) years after the project is completed. Insurance requirements may vary depending on projects as determined by the District. The District may require the Consultant to provide a higher level of coverage for a specific project and time frame.
- f. Consultant shall require its subcontractors to be adequately insured at least to the limits prescribed above, and to any increased limits of Consultant if so required by the

District during the term of this Contract. The District will not pay for increased limits of insurance for subcontractors.

The District reserves the right to require any other insurance coverage it deems necessary depending upon the exposures.

14.8. The Consultant, and its insurance carrier, waives all subrogation rights against the District, their officials, employees, agents, and volunteers for all losses or damages which occur during the contract and for any events occurring during the contract period, whether the suit is brought during the contract period or not. The District requires all policies to be endorsed with a Waiver of our Right to Recover from Others or equivalent.

ARTICLE FIFTEEN INDEMNIFICATION

15.1. The Consultant shall indemnify and hold harmless the District, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant and other persons employed or utilized by the Consultant in the performance of the Contract.

15.2 The first ten dollars (\$10.00) of remuneration paid to Consultant under this Contract shall be in consideration for the indemnification provided for in this article.

ARTICLE SIXTEEN SUCCESSORS AND ASSIGNS

16.1. The District and the Consultant each binds itself and its successors, executors, administrators and assigns to the other party of this Contract and to the successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the District which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the District and the Consultant.

ARTICLE SEVENTEEN REMEDIES

17.1. This Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Contract shall be held in the Levy County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.



**ARTICLE EIGHTEEN
CONFLICT OF INTEREST**

18.1. The Consultant represents that it has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in the Code of Ethics for Public Officers and Employees (Chapter 112, Part III, Florida Statutes). The Consultant further represents that no person having any interest shall be employed for said performance.

18.2. The Consultant shall promptly notify the District Administrator, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the Consultant's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Consultant may undertake and request an informed determination from the District Administrator as to whether the association, interest or circumstance would be reviewed by the District Administrator as constituting a conflict of interest if entered into by the Consultant. The District Administrator agrees to notify the Consultant of its opinion by certified mail within thirty (30) days of receipt of notice by the Consultant. Such determination may be appealed to the District of Directors by the Consultant within thirty (30) days of the District Administrator's notice to the Consultant. If, in the opinion of the District Administrator or the District, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Consultant, the District Administrator or the District shall so state in the notice and the Consultant shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the District by the Consultant under the terms of this Contract.

**ARTICLE NINETEEN
DEBT**

19.1. The Consultant shall not pledge the District's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien or any form of indebtedness. The Consultant further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

**ARTICLE TWENTY
NONDISCRIMINATION**

20.1. The Consultant warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

**ARTICLE TWENTY-ONE
ENFORCEMENT COSTS**

21.1. If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any

provisions of this Contract, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses (including taxes) even if not taxable as court costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

**ARTICLE TWENTY-TWO
NOTICE**

22.1. All notices required in this Contract shall be sent by certified mail, return receipt requested to the Consultant's Representative and the District Representative at the addresses shown in Articles One and Three hereof. Service of process shall further be effected upon such Representatives.

**ARTICLE TWENTY-THREE
MODIFICATION OF SCOPE OF WORK**

23.1. It is the intent of this Contract that the District shall from time to time issue Work Authorizations for Consultant to perform work. Work Authorizations shall be duly approved by the District prior to issuance. Consultant shall expediently perform such work within the schedule indicated in the work order in accordance with Article Four above. Consultant shall timely cooperate with the District Representative in negotiating the cost and schedule of said work orders prior to submission for approval. The District reserves the right to make changes in the Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the Consultant of the District's notification of a contemplated change, the Consultant shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the District of any estimated change in the completion date, and (3) advise the District if the contemplated change shall effect the Consultant's ability to meet the completion dates or schedules of this Contract.

23.2. If the District so instructs in writing, the Consultant shall suspend work on that portion of the Scope of Work or work order affected by a contemplated change, pending the District's decision to proceed with the change. Consultant shall be entitled to invoice the District for that portion of the work completed prior to receipt of the written notice.

23.3. If the District elects to make the change, the District shall initiate an amendment and the Consultant shall not commence work on any such change until such written amendment is signed by the Consultant and the District.

**ARTICLE TWENTY-FOUR
MODIFICATION**

24.1. The District and the Consultant agree that this Contract together with the Exhibits hereto, sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by

written instrument executed by the parties hereto in accordance with Article Twenty Four - Modification of Scope of Work. In the event of any conflict or inconsistency between this Contract and the provisions in the incorporated Exhibits, the terms of this Contract shall supersede and prevail over the terms in the Exhibits.

**ARTICLE TWENTY FIVE
MISCELLANEOUS**

25.1. Consultant, in representing the District, shall promote the best interest of the District and assume towards the District a duty of the highest trust, confidence and fair dealing.

25.2. No modification, waiver, suspension or termination of the Contract or of any terms thereof shall impair the rights or liabilities of either party.

25.3. This Contract is not assignable, in whole or in part, by Consultant without the prior written consent of the District.

25.4. Waiver by either party of a breach of any provision of this Contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Contract.

25.5. The headings of the Articles, Exhibits, Parts and Attachments as contained in this Contract are for the purpose of convenience only and shall not be deemed to expand, limit or change the provisions in such Articles, Exhibits, Parts and Attachments.

25.6. This Contract, including the referenced Exhibits and Attachments hereto, constitutes the entire agreement between the parties hereto and shall supersede, replace and nullify any and all prior agreements or understandings, written or oral, relating to the matter set forth herein, and any such prior agreements or understanding shall have no force or effect whatever on this Contract.

25.7. The Consultant understands and acknowledges that this Contract will be void, in the event the conditions under Section 287.133, Florida Statutes applies to the Consultant, relating to conviction for a public entity crime.

25.8. This Contract shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. All parties agree and accept that jurisdiction of any dispute or controversy arising out of this Contract, and any action involving the enforcement or interpretation of any rights hereunder shall be brought exclusively in Levy County, Florida, and venue for litigation arising out of this Contract shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device.

25.9. BY ENTERING INTO THIS AGREEMENT, CONSULTANT AND DISTRICT HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.

ARTICLE TWENTY-SEVEN

PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES

26.1 Pursuant to Section 215.4725, Florida Statutes, contracting with any entity that is listed on the Scrutinized Companies that Boycott Israel List or that is engaged in the boycott of Israel is prohibited. Consultants must certify that the company is not participating in a boycott of Israel. Any contract for goods or services of One Million Dollars (\$1,000,000) or more shall be terminated at County's option if it is discovered that the entity submitted false documents of certification, is listed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria after July 1, 2018.

26.2 Any contract entered into or renewed after July 1, 2018 shall be terminated at County's option if the company is listed on the Scrutinized Companies that Boycott Israel List or engaged in the boycott of Israel. Consultant hereby certifies that it is not listed on the Scrutinized Companies that Boycott Israel List nor do they engage in any such boycotts. By execution of this Contract, Consultant certifies that it is not listed on the Sudan, Iran, Syrian or Cuban lists mentioned above. Submitting a false certification shall be deemed a material breach of contract. County shall provide notice, in writing, to the Consultant of County's determination concerning the false certification. The Consultant shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination was in error. If the Consultant does not demonstrate that County's determination of false certification was made in error, then County shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute Section 215.4725.

ARTICLE TWENTY-SEVEN E-VERIFY REQUIREMENTS

27.1. As a mandatory condition precedent to entering into this Contract and in compliance with Section 448.095, Florida Statutes, Consultant and its subconsultants shall register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021.

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

27.3. County, Consultant, or any subconsultant who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Florida Statutes, or the provisions of this section shall terminate the contract with the person or entity.

27.4. County, upon good faith belief that a subconsultant knowingly violated the provisions of this section, but Consultant otherwise complied, shall promptly notify Consultant and Consultant shall immediately terminate the contract with the subcontractor.

27.5. A contract terminated 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), Florida Statute, Consultant acknowledges that upon termination of this Contract by County for a violation of this section by Consultant, Consultant may not be awarded a public contract for at least one (1) year. Consultant further acknowledges that Consultant is liable for any costs incurred by County as a result of termination of any contract for a violation of this section.

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

**ARTICLE TWENTY-EIGHT
FEDERAL PROVISIONS**

28.1. Federal grants may be used to fund services performed pursuant to a Work Authorization issued under this Contract in whole or in part. When such funds will be used to cover any portion of the work performed pursuant to a Work Authorization, the Work Authorization will so specify, and the contractual provisions set forth in Exhibit C, Federal Provisions and Certifications, will apply and the Consultant will make the certifications therein. Further, the Consultant acknowledges that the Federal government is not a party to this agreement and is not subject to any obligations or liabilities to the non-Federal entity, Consultant, or any other party pertaining to any matter resulting from this Contract.

**ARTICLE TWENTY-NINE
SEVERABILITY**

26.1. If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such term or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

IN WITNESS WHEREOF, the parties hereto have set their hands and official seals the day and year first above written.

CEDAR KEY WATER AND SEWER DISTRICT

(printed name and title)

Attest:

NORTH FLORIDA PROFESSIONAL SERVICES, INC.
a Florida Profit Corporation

By: Megan Carter
Corporate Secretary

Megan Carter
[Print Name]

DATE: 11/7/2022

SEAL

By: Gregory G. Bailey

Gregory G. Bailey
[Print Name]

President
[Title]

DATE: 11/7/2022

ACKNOWLEDGEMENT OF FIRM, IF A CORPORATION

STATE OF Florida COUNTY OF Columbia

The foregoing instruments was acknowledged before me this

11-7-2022 By Gregory G Bailey
(Date) (Name of officer or agent, title of officer or agent)

on behalf of the corporation, pursuant to the powers conferred upon said officer or agent by the corporation. He/she personally appeared before me at the time of notarization, and is personally known to me or has produced

_____ as identification and did certify to have knowledge of the matters
(Type of Identification)

stated in the foregoing instrument and certified the same to be true in all respects.

Subscribed and sworn to (or affirmed) before me this 11-07-2022
(Date)

Debbie A. Motes Commission Number 14H256698
(Official Notary Signature and Notary Seal)

Debbie A. Motes Commission Expiration Date 05-19-2026
(Name of Notary typed, printed or stamped)

ACKNOWLEDGEMENT OF FIRM, IF A PARTNERSHIP

STATE OF _____ COUNTY OF _____

The foregoing instrument was acknowledged before me this

_____ By _____
(Date) (Name of acknowledging partner or agent)

on behalf of _____ a partnership. He/She personally appeared before me at the time of notarization, and is personally known to me or has produced

_____ as identification and did certify to have knowledge of the
(Type of Identification)

matters in the foregoing instrument and certified the same to be true in all respects.

Subscribed and sworn to (or affirmed) before me this _____
(Date)

_____ Commission Number _____
(Official Notary Signature and Notary Seal)

_____ Commission Expiration Date _____
(Name of Notary typed, printed or stamped)



EXHIBIT A

BASIS OF COMPENSATION

A.1. Basic Services Outlined In Sections 2.1, 2.2, 2.3, 2.4, and 2.5 of this Contract:

A.1.1. As consideration for providing Basic Services as set forth in Article Two, Sections 2.1, 2.2, 2.3, 2.4, and 2.5, the District agrees to pay, and Consultant agrees to accept, the lump sum fees to be negotiated and included within each applicable Work Authorization. The lump sum fees shall be based upon the Consultant's estimated work effort to complete the work described in the Work Authorization, utilizing the Consultant's Employee Hourly Rate Schedule, which is attached hereto.

A.1.2. Payment for Basic Services under Sections 2.1, 2.2, 2.3, 2.4, and 2.5 of this Contract shall be paid on a lump sum basis in accordance with set milestones or in equal monthly installments based upon the estimated time for completion of the services, as determined in an approved Work Authorization:

A.2. Basic Services Outlined in Section 2.6 and 2.7 and Additional Services Outlined in Section 2.8 of this Contract:

A.2.1. As consideration for providing Basic Services under Section 2.6 entitled "Detailed Observation of Construction", Section 2.7 entitled Post Construction Services, and for properly approved Additional Services set forth in Section 2.8 of this Contract, the District agrees to pay and Consultant agrees to accept payment on a time and reimbursable cost basis, subject to a not-to-exceed amount. Payments for services provided under Sections 2.6, 2.7, and 2.8 of this Contract shall be made monthly on a time and reimbursable cost basis computed in accordance with Consultant's Employee Hourly Rate Schedule for employees working under this Contract, which is attached hereto. Alternatively, if the scope of the work to be performed and the work effort associated with same can be determined with reasonable certainty, a lump sum fee may be negotiated by the Parties pursuant to Section A.1 above. Payment shall be made monthly on an as needed basis, not to exceed 40 hours per person per week. Payment for services performed by individuals beyond 40 hours per week or Saturdays, Sundays or holidays shall be increased by a factor of 1.5 applied to "Consultant's Employee Hourly Rate Schedule," provided such overtime work is approved by the District in advance and not due to Consultant's own fault or neglect.

A.2.2. Reimbursable costs shall mean the actual expenditures made by the Consultant while providing Basic Services under Section 2.6 and 2.7 of Additional Services under Section 2.8, in the interest of a Project, listed in the following sub-paragraphs:

- (a) expenses for transportation and subsistence incidental to out-of-town travel required by Consultant and directed by the District, other than visits to the Project Site or the District's main office in Cedar Key, FL;

- (b) expenses for preparation, reproduction, photographic production techniques, postage and handling of drawings, specifications, bidding documents and similar Project-related items in addition to those otherwise required in Sections 2.1, 2.2, 2.3, 2.4, and 2.5 of Basic Services;
 - (c) when authorized in advance by the District, except as specifically otherwise provided herein, the expense of overtime work requiring higher than regular rates; and
 - (d) expenses for renderings, models and mock-ups requested by the District.
- A.2.3. By way of example and not limitation, reimbursable costs shall specifically not include expenditures, except as otherwise described in paragraph A.2.2, such as:
- (a) expenses for transportation and subsistence;
 - (b) overhead, including field office facilities;
 - (c) overtime not authorized by the District; or
 - (d) expenses for copies, reproductions, postage, handling, express delivery, and long distance communications.

A.3. Payments

- A.3.1. Payments will be made for services rendered, no more than on a monthly basis, in accordance with the Florida Prompt Payment Act. The number of the purchase order by which the District the services have been made, shall appear on all invoices. All invoices shall be reasonably substantiated, identify the services rendered and must be submitted in triplicate in a form and manner required by the District.
- A.3.2. Consultant acknowledges that Consultant's Employee Hourly Rate Schedule attached to this Exhibit are incorporated herein and, will be the basis for the District's budgeting, authorizing and monitoring of expenditures under this Contract.
- A.3.3. As compensation for coordinating subconsultant activities for the District, Consultant shall be allowed an administrative fee not to exceed ten percent (10%) of the actual cost of services rendered pursuant to Sections 2.6, 2.7, and 2.8 of this Contract. For the purposes of this provision the actual cost of services rendered shall not include any mark-up between the vendor who actually performed the services and any sub-consultant. No administrative fee or mark-up shall be paid in conjunction with the provision of Basic Services as set forth in Sections 2.1, 2.2, 2.3, 2.4, and 2.5.
- A.3.4. Consultant acknowledges and understands that payments for all services will be contingent on the release and receipt of grant funds from the Florida Department of Transportation and the Florida Department of Economic Opportunity.

CONSULTANT'S EMPLOYEE HOURLY RATE SCHEDULE



NFPS



PO BOX 3823
LAKE CITY, FL 32056



PHONE (386) 752-4675
FAX (386) 752-4674



www.nfps.net

NFPS Hourly Rate Schedule

DESIGN TEAM	RATE	SURVEY TEAM	RATE
Principal Engineer (PE)	\$300.00	Professional Surveyor (PSM/PLS)	\$150.00
Sr. Professional Engineer (PE)	\$250.00	Survey Project Manager	\$115.00
Project Engineer (PE)	\$190.00	Survey Technician	\$85.00
Jr. Project Engineer (EI)	\$175.00	3-Man Survey Crew	\$230.00
Project Manager	\$145.00	2-Man Survey Crew	\$185.00
Sr. Designer	\$95.00	1-Man Survey Crew	\$150.00
Engineering Technician	\$85.00	Maintenance of Traffic	\$275.00
Sr. CAD/GIS Technician	\$75.00		
CAD/GIS Technician	\$65.00	BUILDING SERVICES TEAM	RATE
Sr. GIS Analyst	\$125.00	Certified Building Official	\$125.00
GIS Analyst	\$90.00	Building Inspector	\$100.00
Sr. GIS Technician	\$75.00	Plans Reviewer	\$125.00
		Permitting Specialist	\$70.00
CONSTRUCTION TEAM	RATE	SUPPORT STAFF & MISC.	RATE
Sr. Prof. Construction Engineer (PE)	\$275.00	Sr. Land Use Planner	\$140.00
Project Administrator	\$125.00	Land Use Planner	\$115.00
Sr. Construction Inspector	\$95.00	Grant Administrator	\$110.00
Construction Inspector	\$85.00	Contract Support Specialist	\$95.00
Sr. Bridge Inspector	\$110.00	RCS/EEO Specialist	\$90.00
Bridge Inspector	\$95.00	Clerical	\$60.00
Material Engineer (PE)	\$190.00	Water/Wastewater Plant Operator	\$90.00
Materials Testing/Sampling Tech	\$95.00	Expert Witness	\$300.00
Field Technician	\$70.00		
Asphalt Plant Inspector	\$90.00		

7/15/2022



EXHIBIT B
WORK AUTHORIZATION FORM

Work Authorization No. ENG 22-01

to

Professional Services Contract Between the

Cedar Key Water and Sewer District

and

North Florida Professional Services, Inc.

A. SUMMARY OF SERVICES TO BE RENDERED

This work authorization addresses the necessary engineering and design services for (*Project Name/Description and Number*). The project includes...

The project is required...

Tasks associated with this project include [MUST Reference Sections 2.1 through 2.8, as applicable]...

B. PROJECT COST:

PROJECT: XX XXX

	Billed At	Number of Hours	Cost Extended
Principal	\$\$	2	\$\$
Associate	\$\$	4	\$\$
Project Engineer	\$\$	6	\$\$

LUMP SUM FEE: \$

or

NOT-TO-EXCEED FEE: \$

The work to be provided hereunder is funded by _____ grant. All payments pursuant to this work authorization are contingent on the release and receipt of these grant funds.

C. PROJECT SCHEDULE:

Preliminary Design (30%) - complete XX days from notice to proceed

Preliminary Design (60%) - complete XX days from notice to proceed

Preliminary Design (90%) - complete XX days from notice to proceed

Final Design - complete XX days from notice to proceed

Bid Services - complete XX days from notice to proceed
Construction - Contract Admin complete XX months after construction notice to proceed

D. NOTICE/PROJECT MANAGER OF CONSULTANT

APPROVED BY

Engineering Firm

For Cedar Key Water and Sewer
District
Print Name: _____

Name, Title of Signer:
Address:
City, State ZIP:
Phone:

Dated this ____ day of _____, 20____.



EXHIBIT C-1

FEDERAL PROVISIONS APPLICABLE TO CONSULTANT

The Consultant acknowledges and agrees that certain work to be performed under this Agreement may be fully or partially funded by Federal grants and therefore, the Consultant shall comply with the following provisions in performance of such Federally grant funded work, as applicable:

1. Affirmative Action. The District supports diversity in its procurement program and requires that all subcontracting opportunities afforded by this Agreement embrace and encourage diversity. The Consultant's award of subcontracts should reflect the diversity of the citizens of the State of Florida. In accordance with 2 C.F.R. § 200.321, the Consultant and its subcontractors must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. The Consultant agrees to use affirmative steps, and to require its subcontractors and sub-Consultants to utilize affirmative steps, to ensure that minority businesses and women's business enterprises are used when possible. Such affirmative steps shall at a minimum include:

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

2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;

4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, or women's business enterprises;

5. Utilizing services and assistance, as appropriate, of such organizations as the Small Business Administration, the Minority Business Development Agency of the Department of the Commerce, the Florida Department of Management Services (Office of Supplier Diversity), the Florida Department of Transportation, Minority Business Development Center, and Local Government M/DBE programs; and

6. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed above in (1) through (5).

7. As used herein, the term "minority and women business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. Prior to award of any subcontract under this Agreement, Consultant shall document its efforts made to comply with the requirements of this paragraph. The Consultant shall state that it

is an Equal Opportunity or Affirmative-Action employer in all solicitations or advertisements for subcontractors or employees who shall perform work under this Agreement.

2. Equal Employment Opportunity (As per 2 CFR Part 200, Appendix II(C); 41 CFR § 61-1.4; 41 CFR § 61-4.3; Executive Order 11246 as amended by Executive Order 11375): During the performance of this Agreement, the Consultant agrees as follows:

1. The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

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

3. The Consultant 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 Consultant's legal duty to furnish information.

4. The Consultant will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Consultant's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. The Consultant 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.

6. The Consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of

the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

7. In the event of the Consultant's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the Consultant may be declared ineligible for further Government 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.

8. The Consultant shall include 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 sub-Consultant or vendor. The Consultant will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the Consultant becomes involved in, or is threatened with, litigation with a sub-Consultant or vendor as a result of such direction, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

3. **Drug Free Workplace Requirements:** All Consultants and contractors entering into Federal funded contracts over the simplified acquisition threshold (as defined at 41 U.S.C. § 134) must comply with the Drug Free Workplace Act of 1988 (41 U.S.C. 8102), which requires the Consultant to take certain actions to provide a drug-free workplace.

4. **Davis-Bacon Act:** If applicable, the Consultant agrees to comply with all provisions of the Davis Bacon Act as amended (40 U.S.C. §§ 3141-3144 and 3136-3148), and to require all of its subcontractors performing work under this Agreement to adhere to same. The Consultant and its subcontractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, the Consultant and its subcontractors are required to pay wages not less than once a week. If the grant award contains Davis Bacon provisions, the Consultant shall place a copy of the current prevailing wage determination issued by the Department of Labor in the solicitation documents. The decision to award a contract shall be conditioned upon the acceptance of the wage determination. The Consultant shall must report all suspected or reported violations of the Davis-Bacon Act to the District.

5. **Copeland Anti Kick Back Act:** Consultant and its subcontractors shall comply with all the requirements of the Copeland Anti-Kickback Act (18 U.S.C. § 874 and 40 U.S.C. § 3145, as supplemented by Department of Labor regulations at 29 CFR Part 3), which are incorporated by reference to this Agreement. Consultant and its subcontractors are 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.

6. **Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701–3708):** Where applicable, all contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers must be in compliance 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 contractor is 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.

7. **Debarment and Suspension (Executive Orders 12549 and 12689):** A contract award (see 2 CFR 180.220) must not be made under this Agreement to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR part 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), Debarment and Suspension. SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The contractor shall certify compliance. The Consultant further agrees to include a provision requiring such compliance in its lower tier covered transactions and subcontracts, which shall read as follows:

Applicants or bidders for a lower tier covered transaction (except procurement contracts for goods and services under \$25,000 not requiring the consent of a Council official) are subject to 2 C.F.R. Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)." In addition, applicants or bidders for a lower tier covered transaction for a subaward, contract, or subcontract greater than \$100,000 of Federal funds at any tier are subject to relevant statutes, including among others, the provisions of 31 U.S.C. 1352, as well as the common rule, "New Restrictions on Lobbying," published at 55 FR 6736 (February 26, 1990), including definitions, and the Office of Management and Budget "Governmentwide Guidance for New Restrictions on Lobbying," and notices published at 54 FR 52306 (December 20, 1989), 55 FR 24540 (June 15, 1990), 57 FR 1772 (January 15, 1992), and 61 FR 1412 (January 19, 1996)

8. **Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352):** Consultants that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress



in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. The contractor shall certify compliance.

9. **501(c)(4) Entities.** 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 that engages in lobbying activities, from receiving federal funds, including through an award, grant, and/or subgrant. Consultant shall ensure that its subcontractors and comply with this requirement.

10. **Federal Changes:** Consultant shall comply with all applicable Federal agency regulations, policies, procedures and directives, including without limitation those listed directly or by reference, as they may be amended or promulgated from time to time during the term of the contract.

11. **Safeguarding Personal Identifiable Information:** Consultant and its subcontractors will take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive by the awarding agency or is considered sensitive consistent with applicable Federal, state and/or local laws regarding privacy and obligations of confidentiality.

12. **Energy Policy and Conservation Act (43 U.S.C. §6201):** Contracts shall comply with mandatory standards and policies relating to energy efficiency, stating in the state energy conservation plan issued in compliance with the Energy Policy and Conservation act. (Pub. L. 94-163, 89 Stat. 871) [53 FR 8078, 8087, Mar. 11, 1988, as amended at 60 FR 19639, 19645, Apr. 19, 1995].

13. **Right to Inventions Under Federal Grants.** If applicable, Consultant shall comply with the requirements of 37 C.F.R. part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

14. **Mandatory Disclosures (2 CFR 200.113).** The non-Federal entity or applicant for a Federal award must disclose, in a timely manner, in writing to the Federal awarding agency or pass-through entity all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Non-Federal entities that have received a Federal award including the term and condition outlined in appendix XII to this part are required to report certain civil, criminal, or administrative proceedings to SAM (currently FAPIIS). Failure to make required disclosures can result in any of the remedies described in § 200.339.

15. **Domestic preferences for procurements (2 CFR 200.322).**

(a) As appropriate and to the extent consistent with law, the Consultant should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but

not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

16. **Trafficking Victims Protection Act (2 CFR Part 175)**

The Consultant shall include adhere to the the following and shall include the following language in all subawards if funding could be provided to a private entity under such subaward, as defined below:

I. Trafficking in persons.

a. Provisions applicable to a recipient that is a private entity.

1. You as the recipient, your employees, Consultants under this award, and Consultants' employees may not -

i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;

ii. Procure a commercial sex act during the period of time that the award is in effect; or

iii. Use forced labor in the performance of the award or subawards under the award.

2. We as the awarding/subawarding agency may unilaterally terminate this award, without penalty, if you or a Consultant that is a private entity -

i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or

ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either -



A. Associated with performance under this award; or

B. Imputed to you or the Consultant using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at [agency must insert reference here to its regulatory implementation of the OMB guidelines in 2 CFR part 180 (e.g., "2 CFR part XX")].

b. Provision applicable to a recipient other than a private entity. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a Consultant that is a private entity -

1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or

2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either -

i. Associated with performance under this award; or

ii. Imputed to the Consultant using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at [agency must insert reference here to its regulatory implementation of the OMB guidelines in 2 CFR part 180 (e.g., "2 CFR part XX")].

c. Provisions applicable to any recipient.

1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.

2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:

i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and

ii. Is in addition to all other remedies for noncompliance that are available to us under this award.

3. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.

d. Definitions. For purposes of this award term:

1. "Employee" means either:

i. An individual employed by you or a Consultant who is engaged in the performance of the project or program under this award; or

ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

2. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subsection to involuntary servitude, peonage, debt bondage, or slavery.

3. "Private entity":

i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.

ii. Includes:

A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).

B. A for-profit organization.

4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

17. **No Obligation By Federal Government.** The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the District, Consultant, or any other party pertaining to any matter resulting from this Agreement.

18. **Federal Agency Seals, Logos and Flags.** The Consultant shall not use any Federal Agency seal(s), logos, crests, or reproductions of flags or likenesses of any federal agency officials without specific federal agency pre-approval.

19. **Prohibition On Certain Telecommunications And Video Surveillance Services Or Equipment (2 CFR § 200.216):** Consultant and any subcontractors are prohibited to obligate or spend grant funds to: (1) procure or obtain, (2) extend or renew a contract to procure or obtain; or (3) enter into a contract to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system,

or as critical technology as part of any system. As described in Pub. L. 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). i. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). ii. Telecommunications or video surveillance services provided by such entities or using such equipment. iii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise, connected to the government of a covered foreign country.

20. **Never Contract With The Enemy (2 CFR Part 183).** Consultant must exercise due diligence to ensure that none of the funds, including supplies and services, received are provided directly or indirectly (including through subawards or contracts) to a person or entity who is actively opposing the United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities, which must be completed through 2 CFR 180.300 prior to issuing a subcontract.

21. **Access to Records and Reports:** Applicability: All Contracts that received or may receive federal grant funding. Requirement: Consultant's will make available to the District's granting agency, the granting agency's Office of Inspector General, the Government Accountability Office, the Comptroller General of the United States, the District or any of their duly authorized representatives any books, documents, papers or other records, including electronic records, of the contractor that are pertinent to the District's grant award, in order to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents. The right also includes timely and reasonable access to the contractor's personnel during normal business hours for the purpose of interview and discussion related to such documents. This right of access shall continue as long as records are retained.

EXHIBIT C-2

FEDERAL NON-DISCRIMINATION PROVISIONS

The Consultant acknowledges and agrees that certain work to be performed under this Agreement may be fully or partially funded by Federal grants and therefore, in performing such federally funded work, the Consultant shall comply with the following federally mandated non-discrimination requirements, as applicable:

1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.)
2. Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.)
3. Americans with Disabilities Act of 1990 (ADA) (42 U.S.C. §§ 12101 et seq.)
4. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794)
5. Revised ADA Standards for Accessible Design for Construction Awards
 - a. Title II of the Americans with Disabilities Act (ADA) (28 C.F.R. part 35; 75 FR 56164, as amended by 76 FR 13285)
 - b. Title III of the ADA (28 C.F.R. part 36; 75 FR 56164, as amended by 76 FR 13286)
6. Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.)
7. Parts II and III of EO 11246, "Equal Employment Opportunity," (30 FR 12319, 1965), as amended by EO 11375 (32 FR 14303, 1967)
8. EO 12086 "Consolidation of contract compliance functions for equal employment opportunity" (43 FR 46501, 1978), requiring federally assisted construction contracts to include the non-discrimination provisions of §§ 202 and 203 of EO 11246 "Equal Employment Opportunity" (41 C.F.R. § 60-1.4(b), 1991)
9. EO 13166 (August 11, 2000), "Improving Access to Services for Persons With Limited English Proficiency"
10. Pilot Program for Enhancement of Employee Whistleblower Protections. The National Defense Authorization Act (NDAA) for Fiscal Year (FY) 2013 (Pub. L. No. 112-239, enacted January 2, 2013 and codified at 41 U.S.C. § 4712)

EXHIBIT D-3

ENVIRONMENTAL COMPLIANCE

The Consultant acknowledges and agrees that certain work to be performed under this Agreement may be fully or partially funded by Federal grants and therefore, in performing such federally funded work Consultant shall comply with all of the federal environmental statutes, regulations, and executive orders listed below, as applicable:

1. The National Environmental Policy Act (42 U.S.C. § 4321 et. seq.)
2. The Endangered Species Act (16 U.S.C. § 1531 et seq.)
3. Magnuson-Stevens Fishery Conservation and Management Act (16 U.S.C. § 1801 et seq.)
4. Clean Water Act Section 404 (33 U.S.C. § 1344 et seq.)
5. The Migratory Bird Treaty Act (16 U.S.C. §§ 703-712); Bald and Golden Eagle Protection Act (16 U.S.C. § 668 et seq.), and Executive Order No. 13186, Responsibilities of Federal Agencies to Protect Migratory Birds
6. National Historic Preservation Act (54 U.S.C. § 300101 et seq.) and the Advisory Council on Historic Preservation Guidelines (36 CFR part 800)
7. Clean Air Act (42 U.S.C. § 7401 et seq.), Federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.) (Clean Water Act), and Executive Order 11738 (“Providing for administration of the Clean Air Act and the Federal Water Pollution Control Act with respect to Federal contracts, grants or loans”)
8. The Flood Disaster Protection Act (42 U.S.C. § 4002 et seq.)
9. Executive Order 11988 (“Floodplain Management”) and Executive Order 11990 (“Protection of Wetlands”)
10. Executive Order 13112 (“Invasive Species”)
11. The Coastal Zone Management Act (16 U.S.C. § 1451 et seq.)
12. The Coastal Barriers Resources Act (16 U.S.C. § 3501 et seq.)
13. The Wild and Scenic Rivers Act (16 U.S.C. § 1271 et seq.)
14. The Safe Drinking Water Act (42 U.S.C. § 300 et seq.)
15. The Resource Conservation and Recovery Act (42 U.S.C. § 6901 et seq.)

16. The Comprehensive Environmental Response, Compensation, and Liability Act (Superfund) (42 U.S.C. § 9601 et seq.)

17. Executive Order 12898 ("Environmental Justice in Minority Populations and Low Income Populations")

18. Rivers and Harbors Act (33 U.S.C. § 407)

19. Marine Protection, Research and Sanctuaries Act (Pub. L. 92-532, as amended), National Marine Sanctuaries Act (16 U.S.C. § 1431 et seq.), and Executive Order 13089 ("Coral Reef Protection")

20. Farmland Protection Policy Act (7 U.S.C. 4201 et seq.)

21. Fish and Wildlife Coordination Act (16 U.S.C. 661 et seq.)

22. Pursuant to 2 CFR §200.322, Consultant and its subcontractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$1 0,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

EXHIBIT D-4
BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION

On behalf of the Consultant, the undersigned certifies, to the best of his or her knowledge, that:

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Consultant certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Consultant understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.



Signature of Consultant's Authorized Official

Megan Carter, Sec/Treas.

Name and Title of Consultant's Authorized Official

11/7/2022

Date

Cedar Key Water and Sewer District Board of Commissioners Agenda Request

Date of Meeting: November 14, 2022

Date Submitted: November 7, 2022

To: Cedar Key Water and Sewer District Board of Commissioners

From: Evan Rosenthal, District Attorney

Subject: Request Board Approval of Continuing Service Agreement with Baskerville-Donovan, Inc. for Engineering Services

Statement of Issue:

This agenda item requests Board approval of a continuing services agreement between the District and Baskerville-Donovan, Inc. (BDI).

Background and Analysis:

The District recently issued a solicitation seeking firms capable of providing engineering consultant services to the District on a continuing basis. Two firms responded, those being BDI and North Florida Professional Services. At the October regular Board meeting, the Board ranked the two responsive firms as follows: 1. BDI; 2. North Florida Professional Services. The Board directed the District General Counsel and General Manager to negotiate a proposed contract with both responsive firms.

The attached contract between the District and BDI is consistent with the proposed contract included in the procurement materials. The agreement is for a term of three (3) years with two (2) optional one year renewals.

BDI provided proposed rates to the District. District staff reviewed the rates and believe them to be reasonable and consistent with current market rates for engineering services. The hourly rates contained in the rate schedule are used to develop lump sum compensation amounts for many of the tasks to be performed by the engineering firms, as further described in the attached contract.

Options:

1. Approve Contract For Continuing Engineering Consultant Services Between the District and BDI.
2. Do Not Approve Contract For Continuing Engineering Consultant Services Between the District and BDI.



3. Board Direction.

Recommendation:

Option #1

Attachments:

1. Contract For Continuing Engineering Consultant Services Between the District and BDI.

**CONTRACT FOR PROFESSIONAL
CONSULTING SERVICES**

This Contract is made and entered into this _____ day of _____, 2022, by and between the CEDAR KEY WATER AND SEWER DISTRICT, an independent special district government entity, whose principal place of business is at 510 3rd Street, Cedar Key, Florida 32625 (the "District"), and BASKERVILLE-DONOVAN, INC., whose principal place of business is at 2851 Remington Green Circle, Suite C, Tallahassee, FL 32308 (the "Consultant"), whose Federal I.D. number is 59-0857184, in connection with Request for Qualifications No. 22-1 and the professional consulting services set forth therein.

W I T N E S S E T H

WHEREAS, the District has pursued the professional services selection process contemplated under section 287.055, Florida Statutes; and

WHEREAS, after due review of the proposals, the District selected at least three (3) firms for continuing professional consulting services agreements; and

WHEREAS, Consultant was one of those firms selected; and

WHEREAS, the District desires to obtain the continuing professional consulting services of the Consultant for a term of three (3) years with two (2) optional one (1) year renewal periods, concerning certain design, construction, permitting and engineering study services, said services being more fully described in Work Authorizations issued under this Contract for the projects.

NOW, THEREFORE, in consideration of the mutual promises herein, the District and the Consultant agree as follows:

**ARTICLE ONE
CONSULTANT'S RESPONSIBILITY**

1.1. Consultant shall provide to the District continuing professional engineering consulting services for the duration of the Contract.

1.2. The Basic Services required under this Contract to be performed by Consultant shall be those set forth in Article Two and shall be issued periodically as Work Authorizations for identified the District projects ("Project"). Such Projects and scopes of work will be outlined in a Work Authorization and all provisions of this Contract apply to the Work Authorization with full force and effect as if appearing in full within each Work Authorization. Each Work Authorization will set forth a specific Project, the Scope of Services, maximum limit of compensation, schedule, liquidated damages and completion date, and shall become effective upon the due execution after approval by the District. The Work Authorization form is attached hereto as Exhibit B, which is incorporated herein by reference.

1.3. The basis of compensation to be paid Consultant by the District for Basic Services is set forth in Article Five and Exhibit A, "Basis of Compensation" attached to each Work Authorization, which is attached hereto and incorporated herein. Work Authorization requests will be made to Consultant as may be warranted, including but not limited to updates of plans, designs of improvements, field and construction services, acquisition analysis, and permitting activities as may be reasonably contemplated hereunder.

1.4. The Consultant agrees to obtain and maintain throughout the period of this Contract all such licenses as are required to do business in the State of Florida, including, but not limited to, all licenses required by the respective state boards, and other governmental agencies responsible for regulating and licensing the professional services to be provided and performed by the Consultant pursuant to this Contract.

1.5. The Consultant agrees that, when the services to be provided hereunder relate to a professional service which, under Florida Statutes, requires a license, certificate of authorization or other form of legal entitlement to practice such services, it shall employ and/or retain only qualified personnel to provide such services.

1.6. Consultant agrees that the Project Manager for the term of this Contract shall be:

Alan Hart

The Consultant agrees that the Project Manager shall devote whatever time is required to satisfactorily manage the services to be provided and performed by the Consultant hereunder. The person selected by the Consultant to serve as the Project Manager shall be subject to the prior approval and acceptance of the District, such approval or acceptance shall not be unreasonably withheld.

1.7. Consultant shall notify the District in the event of key personnel changes, which might affect this Contract. To the extent possible, notification shall be made within ten (10) days prior to changes. Consultant, at the District's request, shall remove without consequence to the District any subcontractor or employee of the Consultant and replace him/her with another employee having the required skill and experience. The District has the right to reject proposed changes in key personnel. The following personnel shall be considered key personnel:

Name: Alan Hart
Name: Tyler Lee

1.8. Consultant agrees, within fourteen (14) calendar days of receipt of a written request from the District, to promptly remove and replace from the project team the Project Manager, or any other personnel employed or retained by the Consultant, or any subconsultants or subcontractors or any personnel of any such subconsultants or subcontractors engaged by the Consultant to provide and perform services or work pursuant to the requirements of this Contract, whom the



District shall request in writing to be removed, which request may be made by the District with or without cause.

1.9. The Consultant has represented to the District that it has expertise in the type of professional services that will be required for the Project. The Consultant agrees that all services to be provided by Consultant pursuant to this Contract shall be subject to the District's review and approval and shall be in accordance with the generally accepted standards of professional practice in the State of Florida, as well as in accordance with all published laws, statutes, ordinances, codes, rules, regulations and requirements of any governmental agencies which regulate or have jurisdiction over the Project or the services to be provided and performed by Consultant hereunder. In the event of any conflicts in these requirements, the Consultant shall notify the District of such conflict and utilize its best professional judgment to advise the District regarding resolution of the conflict. At the District's request, Consultant shall, at no additional cost to the District, re-perform services which fail to satisfy the foregoing standard of care or otherwise fail to meet the requirement of this Contract.

1.10. Consultant agrees not to divulge, furnish or make available to any third person, firm or organization, without the District's prior written consent, or unless incident to the proper performance of the Consultant's obligations hereunder, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed, any non-public information concerning the services to be rendered by Consultant hereunder, and Consultant shall require all of its employees, agents, subconsultants and subcontractors to comply with the provisions of this paragraph.

1.11. Evaluations of the District's adopted capital improvement budget, preliminary estimates of construction cost and detailed estimates of construction cost prepared by the Consultant represent the Consultant's best judgment as a design professional familiar with the construction industry. The Consultant cannot and does not guarantee that bids or negotiated prices will not vary from any estimate of construction cost or evaluation prepared or agreed to by the Consultant. Notwithstanding anything above to the contrary, Consultant shall revise and modify Construction Documents and assist in the rebidding of the work at no additional cost to the District, if all responsive and responsible bids exceed the estimates of construction costs prepared by Consultant.

1.12. Consultant shall not be responsible for means, methods, techniques, sequences or procedures of construction selected by contractors or the safety precautions and programs incident to the work of contractors.

ARTICLE TWO BASIC AND ADDITIONAL SERVICES OF CONSULTANT

As authorized or required by the District in a Work Authorization, Consultant shall furnish or obtain from others Basic Services of the types listed in this Article Two. These services will be paid for by the District as indicated in Article Five and Exhibit A and as confirmed in each Work

Authorization. The following Sections 2.1, 2.2, 2.3, 2.4, 2.5, 2.6, and 2.7 are considered Basic Services and Section 2.8 is considered Additional Services:

2.1. Design Studies and Reports.

Consultant shall:

- a. Consult with the District to define and clarify the District's requirements for the Project and available data.
- b. Advise the District as to the necessity of the District obtaining from Consultant Additional Services described in Article Two of this Contract, including, but not limited to probing's, subsurface explorations, special permits, or other similar investigations.
- c. Identify, consult with, and analyze requirements of the District to approve the portions of the Project designed or specified by Consultant, including but not limited to mitigating measures identified in the environmental assessment.
- d. Identify and evaluate all reasonable alternate solutions available to the District and, after consultation with the District, recommend to the District those solutions which in Consultant's judgment meet the District's requirements for the Project.
- e. Prepare a preliminary Consulting Report (the "Report") which will, as appropriate, contain schematic layouts, sketches, operation and maintenance costs, and conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and those alternate solutions available to the District which Consultant recommends. For each recommended solution Consultant will provide the following, which will be separately itemized: opinion of probable Construction Cost; proposed allowances for contingencies; the estimated total costs of design, professional, and related services to be provided by Consultant and its Consultants; and, on the basis of information furnished by the District, a summary of allowances for other items and services included within the definition of Total Project Costs.
- f. Furnish three (3) review copies of the Report and any other deliverables to the District within the timeframe established in the Work Authorization and review it with the District.
- g. Revise the Report and any other deliverables in response to the District's comments, as appropriate, and furnish three (3) copies of the revised Report and any other deliverables to the District within the timeframe established in the Work Authorization.

Consultant's services under the Study and Report Phase will be considered complete on the date when the revised Report and any other deliverables have been delivered to and accepted by the District, as appropriate.

2.2. Preliminary Design.

After acceptance by the District of the Report and any other deliverables, selection by the District of a recommended solution and indication of any specific modifications or changes in the scope, extent, character, or design requirements of the Project desired by the District, as applicable, and upon written authorization from the District, Consultant shall:

- a. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Project.
- b. Provide necessary field surveys and topographic and utility mapping for design purposes. Utility mapping will be based upon information obtained from utility owners.
- c. Provide to the District three (3) copies of maps showing the general location of required construction easements and permanent easements and the land to be acquired.
- d. Advise the District as to the necessity of the District obtaining from Consultant, Additional Services described in Article Three of this Contract, such as, but not limited to probing's, subsurface explorations, special permits, or other similar investigations. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and assist the District in collating the various cost categories which comprise Total Project Costs.
- e. Keep the District informed as to the status of the project design through no less than monthly meetings at the District's offices.
- f. Furnish three (3) review copies of the Preliminary Design Phase documents and any other deliverables to the District within the timeframe established in the Work Authorization, and review them with the District.
- g. Revise the Preliminary Design Phase documents and any other deliverables in response to comments from the District, as appropriate, and furnish to the District three (3) copies of the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables within the timeframe established in the Work Authorization.

Consultant's services under the Preliminary Design Phase will be considered complete on the date when the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables have been delivered to the District.

2.3. Final Design.

After acceptance by the District of the Preliminary Design Phase documents, revised opinion of probable Construction Cost as determined in the Preliminary Design Phase, and any other deliverables subject to any the District-directed modifications or changes in the scope, extent,

character, or design requirements of or for the Project, and upon written authorization from the District, Consultant shall:

- a. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor. If appropriate, Specifications shall conform to the 16-division format of the Construction Specifications Institute.
- b. Provide technical criteria, written descriptions, and design data for the District's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design of the Project; assist the District in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities.
- c. Advise the District of any adjustments to the opinion of probable Construction Cost and any adjustments to Total Project Costs known to Consultant.
- d. Prepare and furnish Bidding Documents for review by the District, its legal counsel, its other advisors, and regulatory agencies, within the timeframe established in the Work Authorization, and assist the District in the preparation of other related documents. Review to ensure conformity with the technical specifications and incorporate into the Bidding Documents, the District's standard specifications.
- e. Revise the Bidding Documents in accordance with comments and instructions from the District, as appropriate, and submit three (3) final copies of the Bidding Documents, a revised opinion of probable Construction Cost, and any other deliverables to the District within the timeframe established in the Work Authorization. Consultant shall also provide an electronic copy of the Bidding Documents to the District.

Consultant's services under the Final Design Phase will be considered complete on the date when the submittals required by paragraph A.3.1 have been delivered to and accepted by the District.

2.4. Construction Bid Services.

After acceptance by the District of the Bidding Documents and the most recent opinion of probable Construction Cost as determined in the Final Design Phase Consultant shall:

- a. Assist the District in advertising for and obtaining bids or proposals for the Work and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, organize and conduct pre-Bid conferences, if any.
- b. Issue Addenda as appropriate to clarify, correct, or change the Bidding Documents.
- c. Provide information or assistance needed by the District in the course of any negotiations with prospective contractors.

- d. Consult with the District as to the acceptability of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors for those portions of the Work as to which such acceptability is required by the Bidding Documents.
- e. Determine the acceptability of substitute materials and equipment proposed when substitution is necessary because the specified item is incompatible with the Project or fails to comply with applicable codes.
- f. Attend the Bid opening, prepare Bid tabulation sheets, and assist the District in evaluating Bids or proposals and in assembling and awarding contracts for the Work.
- g. Provide the District with a recommendation of contract award.

The Bidding or Negotiating Phase will be considered complete upon contract award by the District to the successful bidder.

2.5. Construction Contract Administration.

Upon successful completion of the Bidding and Negotiating Phase Consultant shall:

- a. Consult with the District and Contractors as reasonably required and necessary with regard to the construction of the project and act as the District's representative. All of the District's instructions to Contractor will be issued through Consultant.
- b. Coordinate and conduct a Pre-Construction Conference prior to commencement of Work at the Site.
- c. Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Consultant, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
- d. As appropriate, establish baselines and benchmarks for locating the Work which in Consultant's judgment are necessary to enable Contractor to proceed.
- e. In connection with observations of a contractor's Work while it is in progress:
 - i. Make visits to the Site at intervals appropriate to the various stages of construction, as Consultant or the District deems necessary, but at least monthly, to observe as an experienced and qualified design professional the progress and quality of contractor's executed Work. Such visits and observations by Consultant are not intended to be exhaustive or to extend to every aspect of contractor's Work in progress or to involve detailed inspections of contractor's Work in progress beyond the responsibilities specifically assigned to Consultant in this Contract and the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on

Consultant's exercise of professional judgment. Based on information obtained during such visits and observations, Consultant will determine in general if the Work is proceeding in accordance with the Contract Documents, and Consultant shall keep the District informed of the progress of the Work.

ii. The purpose of Consultant's visits to the Site will be to enable Consultant to better carry out the duties and responsibilities assigned to and undertaken by Consultant during the Construction Phase, and, in addition, by the exercise of Consultant's efforts as an experienced and qualified design professional, to provide for the District a greater degree of confidence that the completed Work will conform in general to the Contract Documents and that contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Consultant shall not, during such visits or as a result of such observations of contractor's Work in progress, supervise, direct, or have control over contractor's Work, nor shall Consultant have responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by contractor, for security or safety on the Site, for safety precautions and programs incident to contractor's Work, nor for any failure of contractor to comply with Laws and Regulations applicable to contractor's furnishing and performing the Work.

iii. The Consultant shall consult with the District's inspector and review all observations and inspection reports performed by the District's inspector to ensure the Work conforms in general to the Contract Documents. Consultant shall promptly notify the District as to any deviations from the Contract Documents.

f. Recommend to the District that contractor's Work be rejected while it is in progress if, on the basis of Consultant's observations, Consultant believes that such Work will not produce a completed Project that conforms generally to the Contract Documents or that it will threaten the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.

g. Review materials and workmanship of the Project and report to the District any deviations from the Contract Documents which may come to the Consultant's attention; determine the acceptability of work and materials and make recommendation to the District to reject items not meeting the requirements of the Contract Documents.

h. Recommend to the District in writing that the work, or designated portions thereof, be stopped if, in Consultant's judgment, such action is necessary to allow proper inspection, avoid irreparable damage to the work, or avoid subsequent rejection of work which could not be readily replaced or restored to an acceptable condition, such stoppage to be only for a period reasonably necessary for the determination of whether or not the work will in fact comply with the requirements of the Contract Documents.

- i. Require that any work which is covered up without being properly observed be uncovered for examination and restored at contractor's expense if deemed appropriate by the Consultant.
- j. Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of contractor's work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Consultant may issue Field Orders authorizing minor variations in the Work from the requirements of the Contract Documents.
- k. Negotiate with the contractor the scope and cost of any contract Change Order or Work Change Directive and provide a recommendation to the District. Prepare and issue Change Orders and Work Change Directives as required or directed by the District.
- l. Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Consultant shall meet any Contractor's submittal schedule that Consultant has accepted.
- m. Evaluate and determine the acceptability of substitute or "or equal" materials and equipment proposed by contractor.
- n. Require special inspections or tests of contractor's work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by applicable laws and regulations of any governmental agency or the Contract Documents. Consultant's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. Consultant shall be entitled to rely on the results of such tests.
- o. Assist and coordinate with the District, contractor and, if applicable, their Operations Contractor, with regard to start-up and testing requirements of the Project. Review and approve all required start-up procedures required by the Contract. Observe all start-up activities to ensure conformity with the requirements of the Contract Documents. Review and approve any performance testing required by the Contract Documents.
- p. Assist the District with the coordination of any training of the District's Operations contractor or other such persons as designated by the District.
- q. Render formal written decisions on all duly submitted issues relating to the acceptability of contractor's work or the interpretation of the requirements of the Contract

Documents pertaining to the execution, performance, or progress of Contractor's Work; review each duly submitted claim by the District or Contractor, and in writing either deny such claim in whole or in part, approve such claim, or decline to resolve such claim if Consultant in its discretion concludes that to do so would be inappropriate. In rendering such decisions, Consultant shall be fair and not show partiality to the District or contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.

r. Monitor all required Project records, including but not limited to delivery schedules, inventories and construction reports. Based upon the Project records, as well as Consultant's observations at the site and evaluations of the data reflected in contractor's application for payment, Consultant shall render a recommendation to the District concerning the amount owed to the contractor and shall forward the contractor's application for such amount to the District. Such approval of the application for payment shall constitute a representation by Consultant to the District, based on observations and evaluations, that:

- i. The work has progressed to the point indicated.
- ii. The work is in substantial accordance with the Contract Documents.
- iii. The contractor is entitled to payment in the recommended amount.

s. Receive, review, and transmit to the District maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Contract Documents, certificates of inspection, tests and approvals, shop drawings, samples and other data, and all required record documents which are to be assembled by contractor in accordance with the Contract Documents to obtain final payment.

t. Promptly after notice from contractor that contractor considers the entire Work ready for its intended use, in company with the District and contractor, conduct a pre-final inspection to determine if the Work is substantially complete. If, after considering any objections of the District, Consultant considers the Work substantially complete Consultant shall deliver a certificate of Substantial Completion to the District and contractor. If not, Consultant shall develop a list of items needing completion or correction, forward said list to the Contractor and provide written recommendations to the District concerning the acceptability of Work done and the use of the Project.

u. Prepare and furnish to the District two (2) sets of project record drawings showing appropriate record information based on Record Drawing information from contractor and Project documentation received from the District's inspector. Consultant shall also provide the District with an electronic copy of the project record documents.

v. In company with the District, conduct a final inspection and assist the District in closing out the construction contract, including but not limited to, providing recommendations concerning acceptance of the Project and preparing all necessary documents, including but not limited to, lien waivers, contractor's final affidavit, close-out change orders, certificate of final completion, and final payment application.

w. The construction phase will terminate upon written recommendation by Consultant for final payment to Contractors.

2.6. Detailed Observation of Construction.

Construction work shall be done under the full-time observation of at least one representative of Consultant; or by such additional representatives of the Consultant as may be necessary for observing the construction of the Project, as may be authorized and approved by the District. During detailed observation of construction Consultant shall act to protect the District's interests in Project and:

a. Take digital 3 x 5 color photographs of important aspects of the Project process and submit same on a regular basis to the District; such pictures to be properly categorized and identified as to date, time, location, direction and photographer, with subsequent notations on drawings.

b. Maintain appropriate field notes from which record drawings can be generated.

c. Maintain appropriate field records to document any and all disputes or claims, whether actual or potential with respect to construction of the Project.

d. Observe operation or performance testing and report findings to the District and contractor, including copies of bacteriological and pressure tests when potable water lines are involved upon completion of operable units.

2.7. Post-Construction Phase.

Upon written authorization from the District, Consultant, during the post-construction phase, shall:

a. Provide assistance in connection with the adjusting of Project equipment and systems.

b. Assist the District in training the District staff to operate and maintain Project equipment and systems.

c. Assist the District in developing procedures for control of the operation and maintenance of, and record keeping for Project equipment and systems.

d. Together with the District, visit the Project to observe any apparent defects in the Work, assist the District in consultations and discussions with Contractor concerning

correction of any such defects, and make recommendations as to replacement or correction of defective work, if present.

- e. In company with the District or the District's Representative, provide an inspection of the Project within one month before the end of the correction period for Contractor's Work to ascertain whether any portion of the Work is subject to correction.

The post-construction phase services may commence during the construction phase and will terminate at the end of the Construction Contract's correction period.

2.8. Additional Services.

If not otherwise included in the Basic Services outlined in Sections 2.1 through 2.7 above and if authorized in an approved Work Authorization, Consultant shall furnish the following additional services:

- a. Preparation of applications and supporting documents (except those already to be furnished under this Contract) for private or governmental grants, loans, bond issues or advances in connection with the Project.
- b. Services resulting from significant changes in the general scope, extent or character of the Project or its design including, but not limited to, changes in size, complexity, the District's schedule or character of construction; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to and not reasonably anticipated prior to the preparation of such studies, reports or documents, or are due to any other causes beyond Consultant's control.
- c. Preparation and submission of information to and necessary consultations with the local Transportation Department, Florida Department of Environmental Protection, Florida Department of Transportation, regional water management districts, U.S. Army Corps of Engineers or other appropriate regulatory agencies, in order to obtain necessary permits or approvals for construction of the Project, unless such permits are expressly included in Basic Services to be performed by Consultant hereunder as set forth in the Work Authorization issued hereunder.
- d. Providing renderings or models for the District's use.
- e. Investigations and studies involving detailed consideration of operations, maintenance and overhead expenses; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules and appraisals; and evaluating processes available for licensing and assisting the District in obtaining process licensing.
- f. Furnishing services of independent professional associates and consultants for other than the contract services to be provided by Consultant hereunder.

- g. Services during out-of-town travel required of Consultant and directed by the District, other than visits to the Project site or the District's office.
- h. Assistance in connection with bid protests, rebidding or renegotiating contracts for construction, materials, equipment or services, except as otherwise provided for herein.
- i. Providing any type of property surveys, aerial photography or related engineering services needed for the transfer of interests in real property and field surveys for design purposes and engineering surveys and staking to enable contractors to proceed with their work and providing other special field surveys.
- j. Preparation of operating, maintenance and staffing manuals, except as otherwise provided for herein.
- k. Preparing to serve or serving as a consultant or witness for the District in any litigation, or other legal or administrative proceeding, involving the Project (except for assistance in consultations which are included as part of the Basic Services to be provided herein).
- l. Assist in the review of private development activities requiring review and approval by the District, including but not limited to comprehensive plan reviews, land development code amendments, and Development of Regional Impact studies.
- m. Represent the District on engineering topics before local governments and other governmental entities.
- p. Additional services rendered by Consultants in connection with a Project, not otherwise provided for in this Contract or not customarily furnished in accordance with generally accepted engineering practice.

**ARTICLE THREE
THE DISTRICT'S RESPONSIBILITIES**

3.1. The District shall designate in writing a representative to act as the District's representative with respect to the services to be rendered under this Contract (hereinafter referred to as the "the District's Representative"). The District's Representative shall have the District to transmit instructions, receive information, interpret and define the District's policies and decisions with respect to Consultant's services for the Project. However, the District's Representative is not authorized to issue any verbal or written orders or instructions to the Consultant that would have the effect, or be interpreted to have the effect, of modifying or changing in any way whatever:

- a. The scope of services to be provided and performed by the Consultant hereunder or in any approved Work Authorization;

b. The time the Consultant is obligated to commence and complete all such services;
or

c. The amount of compensation the District is obligated or committed to pay the Consultant.

3.2. The District's Representative shall:

a. Review and make appropriate recommendations on all requests submitted by the Consultant for payment for services and work provided and performed in accordance with this Contract;

b. Provide all criteria and information requested by Consultant as to the District's requirements, for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations;

c. Upon request from Consultant, assist Consultant by placing at Consultant's disposal all available information in the District's possession pertinent to the Project, including existing drawings, specifications, shop drawings, product literature, previous reports and any other data relative to design or construction of the Project;

d. Arrange for access to and make all provisions for Consultant to enter the Project site to perform the services to be provided by Consultant under this Contract; and

e. Provide notice to Consultant of any deficiencies or defects discovered by the District with respect to the services to be rendered by Consultant hereunder.

3.3. Consultant acknowledges that access to the Project Site, to be arranged by the District for Consultant, may be provided during times that are not the normal business hours of the Consultant.

3.4. The District shall be responsible for the acquisition of all easements, property sites, rights-of-way, or other property rights required for the Project and for the costs thereof, including the costs of any required land surveys in connection with such acquisition.

3.5. For the purposes of this Contract, the District's Representative shall be:

James McCain or current District Manager
510 3rd St
Cedar Key, FL 32625

ARTICLE FOUR TERM AND TIME

4.1 The term of this Contract shall commence on the date signed by the last party to sign the Contract and continue for three (3) years from such date, unless otherwise terminated as provided herein. At the District's sole discretion, the term of this Contract may be extended for two (2) additional one (1) year terms under the same terms and conditions as provided herein.

4.2 Services to be rendered by Consultant shall be commenced subsequent to the execution of any Work Authorizations issued pursuant to this Contract, after receiving written Notice to Proceed from the District for all or any designated portion of the Project and shall be performed and completed in accordance with the Project Schedule attached to the Work Authorization for the Project.

4.3 Should Consultant be obstructed or delayed in the prosecution or completion of its services as a result of unforeseeable causes beyond the control of Consultant, and not due to its own fault or neglect, including but not restricted to acts of God or of public enemy, acts of government or of the District, fires, floods, epidemics, quarantine regulations, strikes or lock-outs, then Consultant shall notify the District in writing within five (5) working days after commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which Consultant may have had to request a time extension.

4.4 No interruption, interference, inefficiency, suspension or delay in the commencement or progress of Consultant's services from any cause whatsoever, including those for which the District may be responsible in whole or in part, shall relieve Consultant of its duty to perform or give rise to any right to damages or additional compensation from the District. Consultant's sole remedy against the District will be the right to seek an extension of time to its schedule. This paragraph shall expressly apply to claims for early completion, as well as claims based on late completion. Provided, however, if through no fault or neglect of the Consultant, the services to be provided hereunder have not been completed within the schedule identified in the Work Authorization, the Consultant's compensation shall be equitably adjusted, with respect to those services that have not yet been performed, to reflect the incremental increase in costs experienced by Consultant.

4.5 Should the Consultant fail to commence, provide, perform or complete any of the services to be provided hereunder in a timely and reasonable manner, in addition to any other rights or remedies available to the District hereunder, the District at its sole discretion and option may withhold any and all payments due and owing to the Consultant until such time as the Consultant resumes performance of its obligations hereunder in such a manner so as to reasonably establish to the District's satisfaction that the Consultant's performance is or will shortly be back on schedule.

4.6 When the Consultant and the District enter into a Work Authorization where the term of the Work Authorization expires on a date that is later than the date that this Contract expires, the Consultant and the District agree that the terms of this Contract and any amendments, attachments or provisions thereof are automatically extended until the expiration or full completion of the requirements of the Work Authorization have been performed. Cancellation by the District of any remaining work prior to the full completion of the requirements of the Work Authorization shall cause the terms of this Contract to terminate at the same time. This provision only applies when the expiration of the Work Authorization extends beyond the expiration of this Contract. It does

not apply when a Work Authorization expires or is cancelled prior to the expiration of this Contract.

ARTICLE FIVE COMPENSATION

5.1. Compensation and the manner of payment of such compensation by the District for services rendered hereunder by Consultant shall be as prescribed in Exhibit A, entitled "Basis of Compensation," which is attached hereto and made a part hereof.

5.2. The total amount to be paid by the District under this Contract for all services and materials, including "out of pocket" expenses and any approved subcontracts, shall not exceed the amount set forth in the approved Work Authorizations without prior approval of the District. The Consultant shall notify the District's Representative in writing when 90% of an approved "not to exceed amount" has been reached.

5.3. Invoices received by the District from the Consultant pursuant to this Contract will be reviewed and approved in writing by the District's Representative, who shall indicate whether services have been rendered in conformity with the Contract, and then sent to the District clerk for processing payment. All invoices shall contain a detailed breakdown of the services provided for which payment is being requested. Invoices shall be paid in accordance with the Florida Prompt Payment Act. In addition to detailed invoices, upon request of the District's Representative, Consultant will provide the District with detailed periodic Status Reports on the project.

5.4. "Out-of-pocket" expenses shall be reimbursed in accordance with Florida law and any approved Work Authorization. All requests for payment of "out-of-pocket" expenses eligible for reimbursement under the terms of this Contract shall include copies of paid receipts, invoices, or other documentation acceptable to the District's Representative. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the Scope of Work described in this Contract.

5.5. In order for both parties herein to close their books and records, the Consultant will clearly state "final invoice" on the Consultant's final/last billing to the District for each Work Authorization. This final invoice shall also certify that all services provided by Consultant have been performed in accordance with the applicable Work Authorization and all charges and costs have been invoiced to the District. Because this account will thereupon be closed, any and other further charges not included on this final invoice are waived by the Consultant. Acceptance of final payment by Consultant shall constitute a waiver of all claims and liens against the District for additional payment.

5.6. Consultant acknowledges that the District, during any fiscal year, shall not expend money, incur any liability, or enter into any agreement which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any agreement, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such agreement. Nothing herein contained shall prevent the making of

agreements for a period exceeding one year, but any agreement so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Accordingly, the District's performance and obligation to pay under this agreement is contingent upon annual appropriation.

**ARTICLE SIX
WAIVER OF CLAIMS**

6.1. Consultant's acceptance of final payment shall constitute a full waiver of any and all claims related to the obligation of payment by it against the District arising out of this Contract or otherwise related to the Project, except those previously made in writing and identified by Consultant as unsettled at the time of the final payment. Neither the acceptance of Consultant's services nor payment by the District shall be deemed to be a waiver of any of the District's rights against Consultant.

**ARTICLE SEVEN
TRUTH IN NEGOTIATION REPRESENTATIONS**

7.1. Consultant warrants that Consultant has not employed or retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Contract and that Consultant has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Contract.

7.2. In accordance with provisions of Section 287.055(5)(a), Florida Statutes, the signature of this Contract by the Consultant shall also act as the execution of a truth in negotiation certificate certifying that the wage rates, overhead charges, and other costs used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged the Consultant's most favored customer for the same or substantially similar service. Should the District determine that said rates and costs were significantly increased due to incomplete, noncurrent or inaccurate representation, then said rates and compensation provided for in this Contract shall be adjusted accordingly.

**ARTICLE EIGHT
TERMINATION OR SUSPENSION**

8.1. Consultant shall be considered in material default of this Contract and such default will be considered cause for the District to terminate this Contract, in whole or in part, as further set forth in this section, for any of the following reasons: (a) failure to begin work under the Contract within a reasonable time after issuance of the Notice(s) to Proceed of a Work Authorization, or (b) failure to properly and timely perform the services to be provided hereunder or as directed by the District pursuant to this Contract, or (c) the bankruptcy or insolvency or a general assignment for the benefit of creditors by Consultant or by any of Consultant's principals, officers or directors, or (d) failure to obey laws, ordinances, regulations or other codes of conduct, or (e) failure to perform or

abide by the terms of this Contract, or (f) for any other just cause. The District may so terminate this Contract, in whole or in part, by giving the Consultant seven (7) calendar days' written notice.

8.2. If, after notice of termination of this Contract as provided for in paragraph 8.1 above, it is determined for any reason that Consultant was not, in default, or that its default was excusable, or that the District otherwise was not entitled to the remedy against Consultant provided for in paragraph 8.1, then the notice of termination given pursuant to paragraph 8.1 shall be deemed to be the notice of termination provided for in paragraph 8.3 below and Consultant's remedies against the District shall be the same as and limited to those afforded Consultant under paragraph 8.3 below.

8.3. The District shall have the right to terminate this Contract, in whole or in part, without cause upon seven (7) calendar days' written notice to Consultant. In the event of such termination for convenience, Consultant's recovery against the District shall be limited to that portion of the fee earned through the date of termination, together with any retainage withheld and any costs reasonably incurred by Consultant that are directly attributable to the termination, but Consultant shall not be entitled to any other or further recovery against the District, including, but not limited to, anticipated fees or profits on work not required to be performed.

8.4. Upon termination, the Consultant shall deliver to the District all original papers, records, documents, drawings, models, and other material set forth and described in this Contract.

8.5. The District shall have the power to suspend all or any portions of the services to be provided by Consultant hereunder upon giving Consultant two (2) calendar days' prior written notice of such suspension. If all or any portion of the services to be rendered hereunder are so suspended, the Consultant's sole and exclusive remedy shall be to seek an extension of time to its schedule in accordance with the procedures set forth in Article Four herein.

ARTICLE NINE PERSONNEL

9.1. The Consultant is, and shall be, in the performance of all work services and activities under this Contract, an Independent Contractor, and not an employee, agent, or servant of the District. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the Consultant's sole direction, supervision, and control. The Consultant shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Consultant's relationship and the relationship of its employees to the District shall be that of an Independent Contractor and not as employees or agents of the District.

9.2. The Consultant represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the District, nor shall such personnel be entitled to any benefits of the District including, but not limited to, pension, health and workers' compensation benefits.

9.3. All of the services required hereunder shall be performed by the Consultant or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

9.4. The Consultant warrants that all services shall be performed by skilled and competent personnel to professional standards applicable to firms of similar local and national reputation.

ARTICLE TEN SUBCONTRACTING

10.1. Consultant shall not subcontract any services or work to be provided to the District without the prior written approval of the District's Representative. The District reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Contract. The District's acceptance of a subcontractor shall not be unreasonably withheld. The Consultant is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities.

ARTICLE ELEVEN FEDERAL AND STATE TAX

11.1. The District is exempt from payment of Florida state sales and use taxes. Upon request, the District will provide an exemption certificate to Consultant. The Consultant shall not be exempted from paying sales tax to its suppliers for materials used to fulfill its obligations pursuant to this Contract, nor is the Consultant authorized to use the District's tax exemption number in securing such materials.

11.2. The Consultant shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Contract.

ARTICLE TWELVE OWNERSHIP OF DOCUMENTS

12.1. Upon completion or termination of this Contract, all records, documents, tracings, plans, specifications, maps, evaluations, reports, computer assisted design or drafting disks and other technical data, other than working papers, prepared or developed by Consultant under this Contract shall be delivered to and become the property of the District. Consultant, at its own expense, may retain copies for its files and internal use. Consultant assumes no liability for the use of such documents by the District or others for purposes not intended under this Contract.

12.2 In addition to other requirements provided herein, Consultant shall comply with public records laws embodied in chapter 119, Florida Statutes, and specifically shall:

a. Keep and maintain public records required by the District in order to perform the Scope of Services identified herein.

b. Upon request from the District provide the District with any requested public records or allow the requested records to be inspected or copied within a reasonable time by the District.

c. 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 thereafter if the Consultant does not transfer all records to the District.

d. Transfer, at no cost, to the District all public records in possession of the Consultant upon termination of this Contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District, upon request from the District, in a format that is compatible with the information technology systems of the District. If the Consultant keeps and maintains public records upon the conclusion of this Contract, the Consultant shall meet all applicable requirements for retaining public records that would apply to the District.

e. If Consultant does not comply with a public records request, the District shall treat that omission as breach of this Contract and enforce the contract provisions accordingly. Additionally, if the Consultant fails to provide records when requested, the Consultant may be subject to penalties under section 119.10, Florida Statutes and reasonable costs of enforcement, including attorney fees.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT ALICIA JOHNS, 510 3rd St Cedar Key, FL 32625, 352-543-5285, ALICIA@CKWATER.ORG

ARTICLE THIRTEEN MAINTENANCE OF RECORDS

13.1. Consultant will keep adequate records and supporting documentation which concern or reflect its services hereunder. The records and documentation will be retained by Consultant for a minimum of five (5) years from the date of termination of this Contract or the date the Project is completed, whichever is later. The District, or any duly authorized agents or representatives of the District, shall have the right to audit, inspect and copy all such records and documentation as often as they deem necessary during the period of this Contract and during the five (5) year period noted above; provided, however, such activity shall be conducted only during normal business hours.

ARTICLE FOURTEEN

INSURANCE

14.1. During the life of the Contract the Consultant shall provide, pay for, and maintain, with companies satisfactory to the District, the types of insurance described herein. All insurance shall be from responsible companies duly authorized to do business in the State of Florida and/or responsible risk retention group insurance companies registered with the State of Florida. Prior to execution of this Contract by the District, the insurance coverages and limits required must be evidenced by properly executed Certificates of Insurance on forms which are acceptable to the District. The Certificates must be personally, manually signed by the Authorized Representatives of the insurance company/companies shown on the Certificates with proof that he/she is an authorized representative thereof. In addition, certified, true and exact copies of all insurance policies required shall be provided to the District, on a timely basis, if required by the District. These Certificates and policies shall contain provisions that thirty (30) days' written notice by registered or certified mail shall be given the District of any cancellation, intent not to renew, or reduction in the policies' coverages, except in the application of the Aggregate Limits Provisions. In the event of a reduction in the Aggregate Limit of any policy, the Consultant shall immediately take steps to have the Aggregate Limit reinstated to the full extent permitted under such policy. All insurance coverages of the Consultant shall be primary to any insurance or self-insurance program carried by the District applicable to this Project.

14.2. The acceptance by the District of any Certificate of Insurance for this Project evidencing the insurance coverages and limits required in this Contract does not constitute approval or agreement by the District that the insurance requirements have been met or that the insurance policies shown on the Certificates of Insurance are in compliance with the requirements of this Contract.

14.3. Before starting and until acceptance of the work by the District, Consultant shall maintain insurance of the types and to the limits specified in paragraph 14.7 entitled "Required Insurance." Consultant shall require each of its subconsultants and subcontractors to procure and maintain, until the completion of that subconsultant's or subcontractor's work, insurance of the types and to the limits specified in paragraph 14.7, unless such insurance requirement for the subconsultant or subcontractor is expressly waived in writing by the District. Said waiver shall not be unreasonably withheld upon Consultant representing in writing to the District that Consultant's existing coverage includes and covers the subconsultants and subcontractors for which a waiver is sought, and that such coverage is in conformance with the types and limits of insurance specified in paragraph 14.7. All liability insurance policies, other than the Professional Liability, Worker's, Compensation and Employers' Liability policies, obtained by Consultant to meet the requirements of this Contract shall name the District as an additional insured as to the operations of the Consultant under this Contract and the Contract Documents and shall contain severability of interests provisions.

14.4. If any insurance provided pursuant to this Contract expires prior to the completion of the work, renewal Certificates of Insurance and, if requested by the District, certified, true copies of the renewal policies shall be furnished by Consultant thirty (30) days prior to the date of expiration. Should at any time the Consultant not maintain the insurance coverages required in this Contract, the District may cancel this Contract or at its sole discretion shall be authorized to purchase such coverages and charge the Consultant for such coverages purchased. The District shall be under no

obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the District to purchase such insurance coverages shall in no way be construed to be a waiver of its rights under this Contract.

14.5. Certificates of insurance, reflecting evidence of the required insurance, shall be filed with the District's Representative prior to the commencement of the work. The Consultant shall not commence work under this Contract until it has obtained all insurance required under this paragraph and such insurance has been approved by the District's Representative, nor shall the Consultant allow any subcontractor to commence work on its sub-contract until all similar such insurance required of the subcontractor has been obtained and approved.

14.6. Policies shall be issued by companies authorized to do business under the laws of the State of Florida and shall have adequate Policyholders and Financial ratings in the latest ratings of A.M. Best rating of A- or better.

14.7. Required Insurance

- a. Workers' Compensation insurance as required by the State of Florida.
- b. Employers Liability Insurance with limits of \$1,000,000 per Accident, \$1,000,000.00 Disease, policy limits, \$1,000,000 Disease each employee.
- c. Comprehensive business automobile and vehicle liability insurance covering claims for injuries to members of the public and/or damages to property of others arising from use of motor vehicles, including onsite and offsite operations, and owned, hired or non-owned vehicles, with minimum limits of \$1,000,000 Combined Single Limit, and if split limits are provided, the minimum acceptable limits shall be \$250,000 per person, \$500,000 per occurrence, \$250,000 property damage.
- d. Commercial general liability covering claims for injuries to members of the public or damage to property of others arising out of any covered act or omission of Consultant or any of its employees, agents or subcontractors or sub consultants, including Premises and/or Operations, Independent Contractors; Broad Form Property Damage and a Contractual Liability Endorsement with \$1,000,000 Combined Single Limit, and if split limits are provided, the minimum acceptable limits shall be \$250,000 per person, \$500,000 per occurrence, \$500,000 property damage.
- e. Professional liability insurance of at least \$1,000,000.00 for design errors and omissions, exclusive of defense costs. Consultant shall be required to provide continuing Professional Liability Insurance to cover each project for a period of two (2) years after the project is completed. Insurance requirements may vary depending on projects as determined by the District. The District may require the Consultant to provide a higher level of coverage for a specific project and time frame.
- f. Consultant shall require its subcontractors to be adequately insured at least to the limits prescribed above, and to any increased limits of Consultant if so required by the

District during the term of this Contract. The District will not pay for increased limits of insurance for subcontractors.

The District reserves the right to require any other insurance coverage it deems necessary depending upon the exposures.

14.8. The Consultant, and its insurance carrier, waives all subrogation rights against the District, their officials, employees, agents, and volunteers for all losses or damages which occur during the contract and for any events occurring during the contract period, whether the suit is brought during the contract period or not. The District requires all policies to be endorsed with a Waiver of our Right to Recover from Others or equivalent.

ARTICLE FIFTEEN INDEMNIFICATION

15.1. The Consultant shall indemnify and hold harmless the District, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant and other persons employed or utilized by the Consultant in the performance of the Contract.

15.2 The first ten dollars (\$10.00) of remuneration paid to Consultant under this Contract shall be in consideration for the indemnification provided for in this article.

ARTICLE SIXTEEN SUCCESSORS AND ASSIGNS

16.1. The District and the Consultant each binds itself and its successors, executors, administrators and assigns to the other party of this Contract and to the successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the District which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the District and the Consultant.

ARTICLE SEVENTEEN REMEDIES

17.1. This Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Contract shall be held in the Levy County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

**ARTICLE EIGHTEEN
CONFLICT OF INTEREST**

18.1. The Consultant represents that it has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in the Code of Ethics for Public Officers and Employees (Chapter 112, Part III, Florida Statutes). The Consultant further represents that no person having any interest shall be employed for said performance.

18.2. The Consultant shall promptly notify the District Administrator, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the Consultant's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Consultant may undertake and request an informed determination from the District Administrator as to whether the association, interest or circumstance would be reviewed by the District Administrator as constituting a conflict of interest if entered into by the Consultant. The District Administrator agrees to notify the Consultant of its opinion by certified mail within thirty (30) days of receipt of notice by the Consultant. Such determination may be appealed to the District of Directors by the Consultant within thirty (30) days of the District Administrator's notice to the Consultant. If, in the opinion of the District Administrator or the District, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Consultant, the District Administrator or the District shall so state in the notice and the Consultant shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the District by the Consultant under the terms of this Contract.

**ARTICLE NINETEEN
DEBT**

19.1. The Consultant shall not pledge the District's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien or any form of indebtedness. The Consultant further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

**ARTICLE TWENTY
NONDISCRIMINATION**

20.1. The Consultant warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

**ARTICLE TWENTY-ONE
ENFORCEMENT COSTS**

21.1. If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any

provisions of this Contract, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses (including taxes) even if not taxable as court costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

ARTICLE TWENTY-TWO NOTICE

22.1. All notices required in this Contract shall be sent by certified mail, return receipt requested to the Consultant's Representative and the District Representative at the addresses shown in Articles One and Three hereof. Service of process shall further be effected upon such Representatives.

ARTICLE TWENTY-THREE MODIFICATION OF SCOPE OF WORK

23.1. It is the intent of this Contract that the District shall from time to time issue Work Authorizations for Consultant to perform work. Work Authorizations shall be duly approved by the District prior to issuance. Consultant shall expediently perform such work within the schedule indicated in the work order in accordance with Article Four above. Consultant shall timely cooperate with the District Representative in negotiating the cost and schedule of said work orders prior to submission for approval. The District reserves the right to make changes in the Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the Consultant of the District's notification of a contemplated change, the Consultant shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the District of any estimated change in the completion date, and (3) advise the District if the contemplated change shall effect the Consultant's ability to meet the completion dates or schedules of this Contract.

23.2. If the District so instructs in writing, the Consultant shall suspend work on that portion of the Scope of Work or work order affected by a contemplated change, pending the District's decision to proceed with the change. Consultant shall be entitled to invoice the District for that portion of the work completed prior to receipt of the written notice.

23.3. If the District elects to make the change, the District shall initiate an amendment and the Consultant shall not commence work on any such change until such written amendment is signed by the Consultant and the District.

ARTICLE TWENTY-FOUR MODIFICATION

24.1. The District and the Consultant agree that this Contract together with the Exhibits hereto, sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by

written instrument executed by the parties hereto in accordance with Article Twenty Four - Modification of Scope of Work. In the event of any conflict or inconsistency between this Contract and the provisions in the incorporated Exhibits, the terms of this Contract shall supersede and prevail over the terms in the Exhibits.

**ARTICLE TWENTY FIVE
MISCELLANEOUS**

25.1. Consultant, in representing the District, shall promote the best interest of the District and assume towards the District a duty of the highest trust, confidence and fair dealing.

25.2. No modification, waiver, suspension or termination of the Contract or of any terms thereof shall impair the rights or liabilities of either party.

25.3. This Contract is not assignable, in whole or in part, by Consultant without the prior written consent of the District.

25.4. Waiver by either party of a breach of any provision of this Contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Contract.

25.5. The headings of the Articles, Exhibits, Parts and Attachments as contained in this Contract are for the purpose of convenience only and shall not be deemed to expand, limit or change the provisions in such Articles, Exhibits, Parts and Attachments.

25.6. This Contract, including the referenced Exhibits and Attachments hereto, constitutes the entire agreement between the parties hereto and shall supersede, replace and nullify any and all prior agreements or understandings, written or oral, relating to the matter set forth herein, and any such prior agreements or understanding shall have no force or effect whatever on this Contract.

25.7. The Consultant understands and acknowledges that this Contract will be void, in the event the conditions under Section 287.133, Florida Statutes applies to the Consultant, relating to conviction for a public entity crime.

25.8. This Contract shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. All parties agree and accept that jurisdiction of any dispute or controversy arising out of this Contract, and any action involving the enforcement or interpretation of any rights hereunder shall be brought exclusively in Levy County, Florida, and venue for litigation arising out of this Contract shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device.

25.9. BY ENTERING INTO THIS AGREEMENT, CONSULTANT AND DISTRICT HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.

ARTICLE TWENTY-SEVEN

PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES

26.1 Pursuant to Section 215.4725, Florida Statutes, contracting with any entity that is listed on the Scrutinized Companies that Boycott Israel List or that is engaged in the boycott of Israel is prohibited. Consultants must certify that the company is not participating in a boycott of Israel. Any contract for goods or services of One Million Dollars (\$1,000,000) or more shall be terminated at County's option if it is discovered that the entity submitted false documents of certification, is listed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria after July 1, 2018.

26.2 Any contract entered into or renewed after July 1, 2018 shall be terminated at County's option if the company is listed on the Scrutinized Companies that Boycott Israel List or engaged in the boycott of Israel. Consultant hereby certifies that it is not listed on the Scrutinized Companies that Boycott Israel List nor do they engage in any such boycotts. By execution of this Contract, Consultant certifies that it is not listed on the Sudan, Iran, Syrian or Cuban lists mentioned above. Submitting a false certification shall be deemed a material breach of contract. County shall provide notice, in writing, to the Consultant of County's determination concerning the false certification. The Consultant shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination was in error. If the Consultant does not demonstrate that County's determination of false certification was made in error, then County shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute Section 215.4725.

ARTICLE TWENTY-SEVEN E-VERIFY REQUIREMENTS

27.1. As a mandatory condition precedent to entering into this Contract and in compliance with Section 448.095, Florida Statutes, Consultant and its subconsultants shall register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021.

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

27.3. County, Consultant, or any subconsultant who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Florida Statutes, or the provisions of this section shall terminate the contract with the person or entity.

27.4. County, upon good faith belief that a subconsultant knowingly violated the provisions of this section, but Consultant otherwise complied, shall promptly notify Consultant and Consultant shall immediately terminate the contract with the subcontractor.

27.5. A contract terminated 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), Florida Statute, Consultant acknowledges that upon termination of this Contract by County for a violation of this section by Consultant, Consultant may not be awarded a public contract for at least one (1) year. Consultant further acknowledges that Consultant is liable for any costs incurred by County as a result of termination of any contract for a violation of this section.

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

**ARTICLE TWENTY-EIGHT
FEDERAL PROVISIONS**

28.1. Federal grants may be used to fund services performed pursuant to a Work Authorization issued under this Contract in whole or in part. When such funds will be used to cover any portion of the work performed pursuant to a Work Authorization, the Work Authorization will so specify, and the contractual provisions set forth in Exhibit C, Federal Provisions and Certifications, will apply and the Consultant will make the certifications therein. Further, the Consultant acknowledges that the Federal government is not a party to this agreement and is not subject to any obligations or liabilities to the non-Federal entity, Consultant, or any other party pertaining to any matter resulting from this Contract.

**ARTICLE TWENTY-NINE
SEVERABILITY**

26.1. If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such term or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

IN WITNESS WHEREOF, the parties hereto have set their hands and official seals the day and year first above written.

CEDAR KEY WATER AND SEWER DISTRICT

(printed name and title)

Attest: _____

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BASKERVILLE-DONOVAN, INC.
a Florida Profit Corporation

By: Cynthia Zelius
Corporate Secretary

Cynthia Zelius
[Print Name]

DATE: November 1, 2022

By: J. Keith Hill

T. Keith Hill
[Print Name]

President/CEO
[Title]

DATE: Nov. 1, 2022



ACKNOWLEDGEMENT OF FIRM, IF A CORPORATION
STATE OF Florida COUNTY OF Escombia

The foregoing instruments was acknowledged before me this Nov. 1, 2022 By T. Keith Hill, President/CEO
(Date) (Name of officer or agent, title of officer or agent)

on behalf of the corporation, pursuant to the powers conferred upon said officer or agent by the corporation. He/she personally appeared before me at the time of notarization, and is personally known to me or has produced

N/A as identification and did certify to have knowledge of the matters
(Type of Identification)

stated in the foregoing instrument and certified the same to be true in all respects.
Subscribed and sworn to (or affirmed) before me this November 1, 2022
(Date)

Cynthia M. Zelius Commission Number _____
(Official Notary Signature and Notary Seal)

Cynthia M. Zelius Commission Expiration Date _____
(Name of Notary typed, printed or stamped)



EXHIBIT A

BASIS OF COMPENSATION

- A.1.** Basic Services Outlined In Sections 2.1, 2.2, 2.3, 2.4, and 2.5 of this Contract:
- A.1.1. As consideration for providing Basic Services as set forth in Article Two, Sections 2.1, 2.2, 2.3, 2.4, and 2.5, the District agrees to pay, and Consultant agrees to accept, the lump sum fees to be negotiated and included within each applicable Work Authorization. The lump sum fees shall be based upon the Consultant's estimated work effort to complete the work described in the Work Authorization, utilizing the Consultant's Employee Hourly Rate Schedule, which is attached hereto.
- A.1.2. Payment for Basic Services under Sections 2.1, 2.2, 2.3, 2.4, and 2.5 of this Contract shall be paid on a lump sum basis in accordance with set milestones or in equal monthly installments based upon the estimated time for completion of the services, as determined in an approved Work Authorization:
- A.2.** Basic Services Outlined in Section 2.6 and 2.7 and Additional Services Outlined in Section 2.8 of this Contract:
- A.2.1. As consideration for providing Basic Services under Section 2.6 entitled "Detailed Observation of Construction", Section 2.7 entitled Post Construction Services, and for properly approved Additional Services set forth in Section 2.8 of this Contract, the District agrees to pay and Consultant agrees to accept payment on a time and reimbursable cost basis, subject to a not-to-exceed amount. Payments for services provided under Sections 2.6, 2.7, and 2.8 of this Contract shall be made monthly on a time and reimbursable cost basis computed in accordance with Consultant's Employee Hourly Rate Schedule for employees working under this Contract, which is attached hereto. Alternatively, if the scope of the work to be performed and the work effort associated with same can be determined with reasonable certainty, a lump sum fee may be negotiated by the Parties pursuant to Section A.1 above. Payment shall be made monthly on an as needed basis, not to exceed 40 hours per person per week. Payment for services performed by individuals beyond 40 hours per week or Saturdays, Sundays or holidays shall be increased by a factor of 1.5 applied to "Consultant's Employee Hourly Rate Schedule," provided such overtime work is approved by the District in advance and not due to Consultant's own fault or neglect.
- A.2.2. Reimbursable costs shall mean the actual expenditures made by the Consultant while providing Basic Services under Section 2.6 and 2.7 of Additional Services under Section 2.8, in the interest of a Project, listed in the following sub-paragraphs:
- (a) expenses for transportation and subsistence incidental to out-of-town travel required by Consultant and directed by the District, other than visits to the Project Site or the District's main office in Cedar Key, FL;

- (b) expenses for preparation, reproduction, photographic production techniques, postage and handling of drawings, specifications, bidding documents and similar Project-related items in addition to those otherwise required in Sections 2.1, 2.2, 2.3, 2.4, and 2.5 of Basic Services;
- (c) when authorized in advance by the District, except as specifically otherwise provided herein, the expense of overtime work requiring higher than regular rates; and
- (d) expenses for renderings, models and mock-ups requested by the District.

A.2.3. By way of example and not limitation, reimbursable costs shall specifically not include expenditures, except as otherwise described in paragraph A.2.2, such as:

- (a) expenses for transportation and subsistence;
- (b) overhead, including field office facilities;
- (c) overtime not authorized by the District; or
- (d) expenses for copies, reproductions, postage, handling, express delivery, and long distance communications.

A.3. Payments

A.3.1. Payments will be made for services rendered, no more than on a monthly basis, in accordance with the Florida Prompt Payment Act. The number of the purchase order by which the District the services have been made, shall appear on all invoices. All invoices shall be reasonably substantiated, identify the services rendered and must be submitted in triplicate in a form and manner required by the District.

A.3.2. Consultant acknowledges that Consultant's Employee Hourly Rate Schedule attached to this Exhibit are incorporated herein and, will be the basis for the District's budgeting, authorizing and monitoring of expenditures under this Contract.

A.3.3. As compensation for coordinating subconsultant activities for the District, Consultant shall be allowed an administrative fee not to exceed ten percent (10%) of the actual cost of services rendered pursuant to Sections 2.6, 2.7, and 2.8 of this Contract. For the purposes of this provision the actual cost of services rendered shall not include any mark-up between the vendor who actually performed the services and any sub-consultant. No administrative fee or mark-up shall be paid in conjunction with the provision of Basic Services as set forth in Sections 2.1, 2.2, 2.3, 2.4, and 2.5.

A.3.4. Consultant acknowledges and understands that payments for all services will be contingent on the release and receipt of grant funds from the Florida Department of Transportation and the Florida Department of Economic Opportunity.

CONSULTANT'S EMPLOYEE HOURLY RATE SCHEDULE



BASKERVILLE-DONOVAN, INC.
ENGINEERING THE SOUTH SINCE 1927

2022 STANDARD HOURLY BILLING RATES

CATEGORY	RATE
Intern/Co-Op	\$ 60.00
Office Administrator	\$ 80.00
Human Resources Director	\$ 100.00
Accounting Assistant	\$ 70.00
Chief Financial Officer	\$ 180.00
Systems Administrator	\$ 70.00
Information Technology Director	\$ 190.00
Graphic Designer	\$ 70.00
Marketing Support	\$ 70.00
Rodman/Chainman	\$ 60.00
Instrument Man	\$ 60.00
Party Chief	\$ 85.00
Survey Market Director	\$ 175.00
Project Representative	\$ 90.00
Draftsman/Technician I	\$ 70.00
Draftsman/Technician II	\$ 80.00
Draftsman/Technician III	\$ 90.00
Engineer Intern I	\$ 115.00
Engineer Intern II	\$ 130.00
Engineer I	\$ 135.00
Engineer II	\$ 140.00
Engineer III	\$ 150.00
Engineer III/PM	\$ 170.00
Senior Landscape Architect	\$ 180.00
Senior Engineer /PM	\$ 200.00
Senior Advisor /BOD	\$ 200.00
VP/Market Director	\$ 220.00
Senior Executive	\$ 250.00

EXHIBIT B
WORK AUTHORIZATION FORM

Work Authorization No. ENG 22-01

to

Professional Services Contract Between the

Cedar Key Water and Sewer District

and

Baskerville-Donovan, Inc.

A. SUMMARY OF SERVICES TO BE RENDERED

This work authorization addresses the necessary engineering and design services for (*Project Name/Description and Number*). The project includes...

The project is required...

Tasks associated with this project include [MUST Reference Sections 2.1 through 2.8, as applicable]...

B. PROJECT COST:

PROJECT: XX XXX

	Billed At	Number of Hours	Cost Extended
Principal	\$\$	2	\$\$
Associate	\$\$	4	\$\$
Project Engineer	\$\$	6	\$\$

LUMP SUM FEE: \$

or

NOT-TO-EXCEED FEE: \$

The work to be provided hereunder is funded by _____ grant. All payments pursuant to this work authorization are contingent on the release and receipt of these grant funds.

C. PROJECT SCHEDULE:

Preliminary Design (30%) - complete XX days from notice to proceed
Preliminary Design (60%) - complete XX days from notice to proceed
Preliminary Design (90%) - complete XX days from notice to proceed
Final Design - complete XX days from notice to proceed

Bid Services - complete XX days from notice to proceed
Construction - Contract Admin complete XX months after construction notice to proceed

D. NOTICE/PROJECT MANAGER OF CONSULTANT

APPROVED BY

Engineering Firm

For Cedar Key Water and Sewer
District
Print Name: _____

Name, Title of Signer:
Address:
City, State ZIP:
Phone:

Dated this ____ day of _____, 20__.

EXHIBIT C-1

FEDERAL PROVISIONS APPLICABLE TO CONSULTANT

The Consultant acknowledges and agrees that certain work to be performed under this Agreement may be fully or partially funded by Federal grants and therefore, the Consultant shall comply with the following provisions in performance of such Federally grant funded work, as applicable:

1. Affirmative Action. The District supports diversity in its procurement program and requires that all subcontracting opportunities afforded by this Agreement embrace and encourage diversity. The Consultant's award of subcontracts should reflect the diversity of the citizens of the State of Florida. In accordance with 2 C.F.R. § 200.321, the Consultant and its subcontractors must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. The Consultant agrees to use affirmative steps, and to require its subcontractors and sub-Consultants to utilize affirmative steps, to ensure that minority businesses and women's business enterprises are used when possible. Such affirmative steps shall at a minimum include:

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

2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;

4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, or women's business enterprises;

5. Utilizing services and assistance, as appropriate, of such organizations as the Small Business Administration, the Minority Business Development Agency of the Department of the Commerce, the Florida Department of Management Services (Office of Supplier Diversity), the Florida Department of Transportation, Minority Business Development Center, and Local Government M/DBE programs; and

6. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed above in (1) through (5).

7. As used herein, the term "minority and women business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. Prior to award of any subcontract under this Agreement, Consultant shall document its efforts made to comply with the requirements of this paragraph. The Consultant shall state that it

is an Equal Opportunity or Affirmative-Action employer in all solicitations or advertisements for subcontractors or employees who shall perform work under this Agreement.

2. Equal Employment Opportunity (As per 2 CFR Part 200, Appendix II(C); 41 CFR § 61-1.4; 41 CFR § 61-4.3; Executive Order 11246 as amended by Executive Order 11375): During the performance of this Agreement, the Consultant agrees as follows:

1. The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

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

3. The Consultant 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 Consultant's legal duty to furnish information.

4. The Consultant will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Consultant's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. The Consultant 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.

6. The Consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of

the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

7. In the event of the Consultant's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the Consultant may be declared ineligible for further Government 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.

8. The Consultant shall include 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 sub-Consultant or vendor. The Consultant will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the Consultant becomes involved in, or is threatened with, litigation with a sub-Consultant or vendor as a result of such direction, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

3. **Drug Free Workplace Requirements:** All Consultants and contractors entering into Federal funded contracts over the simplified acquisition threshold (as defined at 41 U.S.C. § 134) must comply with the Drug Free Workplace Act of 1988 (41 U.S.C. 8102), which requires the Consultant to take certain actions to provide a drug-free workplace.

4. **Davis-Bacon Act:** If applicable, the Consultant agrees to comply with all provisions of the Davis Bacon Act as amended (40 U.S.C. §§ 3141-3144 and 3136-3148), and to require all of its subcontractors performing work under this Agreement to adhere to same. The Consultant and its subcontractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, the Consultant and its subcontractors are required to pay wages not less than once a week. If the grant award contains Davis Bacon provisions, the Consultant shall place a copy of the current prevailing wage determination issued by the Department of Labor in the solicitation documents. The decision to award a contract shall be conditioned upon the acceptance of the wage determination. The Consultant shall must report all suspected or reported violations of the Davis-Bacon Act to the District.

5. **Copeland Anti Kick Back Act:** Consultant and its subcontractors shall comply with all the requirements of the Copeland Anti-Kickback Act (18 U.S.C. § 874 and 40 U.S.C. § 3145, as supplemented by Department of Labor regulations at 29 CFR Part 3), which are incorporated by reference to this Agreement. Consultant and its subcontractors are 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.

6. **Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701–3708):** Where applicable, all contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers must be in compliance 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 contractor is 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.

7. **Debarment and Suspension (Executive Orders 12549 and 12689):** A contract award (see 2 CFR 180.220) must not be made under this Agreement to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR part 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), Debarment and Suspension. SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The contractor shall certify compliance. The Consultant further agrees to include a provision requiring such compliance in its lower tier covered transactions and subcontracts, which shall read as follows:

Applicants or bidders for a lower tier covered transaction (except procurement contracts for goods and services under \$25,000 not requiring the consent of a Council official) are subject to 2 C.F.R. Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)." In addition, applicants or bidders for a lower tier covered transaction for a subaward, contract, or subcontract greater than \$100,000 of Federal funds at any tier are subject to relevant statutes, including among others, the provisions of 31 U.S.C. 1352, as well as the common rule, "New Restrictions on Lobbying," published at 55 FR 6736 (February 26, 1990), including definitions, and the Office of Management and Budget "Governmentwide Guidance for New Restrictions on Lobbying," and notices published at 54 FR 52306 (December 20, 1989), 55 FR 24540 (June 15, 1990), 57 FR 1772 (January 15, 1992), and 61 FR 1412 (January 19, 1996)

8. **Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352):** Consultants that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress

in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. The contractor shall certify compliance.

9. **501(c)(4) Entities.** 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 that engages in lobbying activities, from receiving federal funds, including through an award, grant, and/or subgrant. Consultant shall ensure that its subcontractors and comply with this requirement.

10. **Federal Changes:** Consultant shall comply with all applicable Federal agency regulations, policies, procedures and directives, including without limitation those listed directly or by reference, as they may be amended or promulgated from time to time during the term of the contract.

11. **Safeguarding Personal Identifiable Information:** Consultant and its subcontractors will take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive by the awarding agency or is considered sensitive consistent with applicable Federal, state and/or local laws regarding privacy and obligations of confidentiality.

12. **Energy Policy and Conservation Act (43 U.S.C. §6201):** Contracts shall comply with mandatory standards and policies relating to energy efficiency, stating in the state energy conservation plan issued in compliance with the Energy Policy and Conservation act. (Pub. L. 94-163, 89 Stat. 871) [53 FR 8078, 8087, Mar. 11, 1988, as amended at 60 FR 19639, 19645, Apr. 19, 1995].

13. **Right to Inventions Under Federal Grants.** If applicable, Consultant shall comply with the requirements of 37 C.F.R. part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

14. **Mandatory Disclosures (2 CFR 200.113).** The non-Federal entity or applicant for a Federal award must disclose, in a timely manner, in writing to the Federal awarding agency or pass-through entity all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Non-Federal entities that have received a Federal award including the term and condition outlined in appendix XII to this part are required to report certain civil, criminal, or administrative proceedings to SAM (currently FAPIIS). Failure to make required disclosures can result in any of the remedies described in § 200.339.

15. **Domestic preferences for procurements (2 CFR 200.322).**

(a) As appropriate and to the extent consistent with law, the Consultant should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but

not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

16. Trafficking Victims Protection Act (2 CFR Part 175)

The Consultant shall include adhere to the the following and shall include the following language in all subawards if funding could be provided to a private entity under such subaward, as defined below:

I. Trafficking in persons.

a. Provisions applicable to a recipient that is a private entity.

1. You as the recipient, your employees, Consultants under this award, and Consultants' employees may not -

i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;

ii. Procure a commercial sex act during the period of time that the award is in effect; or

iii. Use forced labor in the performance of the award or subawards under the award.

2. We as the awarding/subawarding agency may unilaterally terminate this award, without penalty, if you or a Consultant that is a private entity -

i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or

ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either -

A. Associated with performance under this award; or

B. Imputed to you or the Consultant using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at [agency must insert reference here to its regulatory implementation of the OMB guidelines in 2 CFR part 180 (e.g., "2 CFR part XX")].

b. Provision applicable to a recipient other than a private entity. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a Consultant that is a private entity -

1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or

2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either -

i. Associated with performance under this award; or

ii. Imputed to the Consultant using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at [agency must insert reference here to its regulatory implementation of the OMB guidelines in 2 CFR part 180 (e.g., "2 CFR part XX")].

c. Provisions applicable to any recipient.

1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.

2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:

i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and

ii. Is in addition to all other remedies for noncompliance that are available to us under this award.

3. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.

d. Definitions. For purposes of this award term:

1. "Employee" means either:

i. An individual employed by you or a Consultant who is engaged in the performance of the project or program under this award; or

ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

2. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

3. "Private entity":

i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.

ii. Includes:

A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).

B. A for-profit organization.

4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

17. **No Obligation By Federal Government.** The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the District, Consultant, or any other party pertaining to any matter resulting from this Agreement.

18. **Federal Agency Seals, Logos and Flags.** The Consultant shall not use any Federal Agency seal(s), logos, crests, or reproductions of flags or likenesses of any federal agency officials without specific federal agency pre-approval.

19. **Prohibition On Certain Telecommunications And Video Surveillance Services Or Equipment (2 CFR § 200.216):** Consultant and any subcontractors are prohibited to obligate or spend grant funds to: (1) procure or obtain, (2) extend or renew a contract to procure or obtain; or (3) enter into a contract to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system,

or as critical technology as part of any system. As described in Pub. L. 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). i. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). ii. Telecommunications or video surveillance services provided by such entities or using such equipment. iii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise, connected to the government of a covered foreign country.

20. **Never Contract With The Enemy (2 CFR Part 183).** Consultant must exercise due diligence to ensure that none of the funds, including supplies and services, received are provided directly or indirectly (including through subawards or contracts) to a person or entity who is actively opposing the United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities, which must be completed through 2 CFR 180.300 prior to issuing a subcontract.

21. **Access to Records and Reports:** Applicability: All Contracts that received or may receive federal grant funding. Requirement: Consultant's will make available to the District's granting agency, the granting agency's Office of Inspector General, the Government Accountability Office, the Comptroller General of the United States, the District or any of their duly authorized representatives any books, documents, papers or other records, including electronic records, of the contractor that are pertinent to the District's grant award, in order to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents. The right also includes timely and reasonable access to the contractor's personnel during normal business hours for the purpose of interview and discussion related to such documents. This right of access shall continue as long as records are retained.

EXHIBIT C-2

FEDERAL NON-DISCRIMINATION PROVISIONS

The Consultant acknowledges and agrees that certain work to be performed under this Agreement may be fully or partially funded by Federal grants and therefore, in performing such federally funded work, the Consultant shall comply with the following federally mandated non-discrimination requirements, as applicable:

1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.)
2. Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681 et seq.)
3. Americans with Disabilities Act of 1990 (ADA) (42 U.S.C. §§ 12101 et seq.)
4. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794)
5. Revised ADA Standards for Accessible Design for Construction Awards
 - a. Title II of the Americans with Disabilities Act (ADA) (28 C.F.R. part 35; 75 FR 56164, as amended by 76 FR 13285)
 - b. Title III of the ADA (28 C.F.R. part 36; 75 FR 56164, as amended by 76 FR 13286)
6. Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.)
7. Parts II and III of EO 11246, "Equal Employment Opportunity," (30 FR 12319, 1965), as amended by EO 11375 (32 FR 14303, 1967)
8. EO 12086 "Consolidation of contract compliance functions for equal employment opportunity" (43 FR 46501, 1978), requiring federally assisted construction contracts to include the non-discrimination provisions of §§ 202 and 203 of EO 11246 "Equal Employment Opportunity" (41 C.F.R. § 60-1.4(b), 1991)
9. EO 13166 (August 11, 2000), "Improving Access to Services for Persons With Limited English Proficiency"
10. Pilot Program for Enhancement of Employee Whistleblower Protections. The National Defense Authorization Act (NDAA) for Fiscal Year (FY) 2013 (Pub. L. No. 112-239, enacted January 2, 2013 and codified at 41 U.S.C. § 4712)

EXHIBIT D-3

ENVIRONMENTAL COMPLIANCE

The Consultant acknowledges and agrees that certain work to be performed under this Agreement may be fully or partially funded by Federal grants and therefore, in performing such federally funded work Consultant shall comply with all of the federal environmental statutes, regulations, and executive orders listed below, as applicable:

1. The National Environmental Policy Act (42 U.S.C. § 4321 et. seq.)
2. The Endangered Species Act (16 U.S.C. § 1531 et seq.)
3. Magnuson-Stevens Fishery Conservation and Management Act (16 U.S.C. § 1801 et seq.)
4. Clean Water Act Section 404 (33 U.S.C. § 1344 et seq.)
5. The Migratory Bird Treaty Act (16 U.S.C. §§ 703-712); Bald and Golden Eagle Protection Act (16 U.S.C. § 668 et seq.), and Executive Order No. 13186, Responsibilities of Federal Agencies to Protect Migratory Birds
6. National Historic Preservation Act (54 U.S.C. § 300101 et seq.) and the Advisory Council on Historic Preservation Guidelines (36 CFR part 800)
7. Clean Air Act (42 U.S.C. § 7401 et seq.), Federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.) (Clean Water Act), and Executive Order 11738 (“Providing for administration of the Clean Air Act and the Federal Water Pollution Control Act with respect to Federal contracts, grants or loans”)
8. The Flood Disaster Protection Act (42 U.S.C. § 4002 et seq.)
9. Executive Order 11988 (“Floodplain Management”) and Executive Order 11990 (“Protection of Wetlands”)
10. Executive Order 13112 (“Invasive Species”)
11. The Coastal Zone Management Act (16 U.S.C. § 1451 et seq.)
12. The Coastal Barriers Resources Act (16 U.S.C. § 3501 et seq.)
13. The Wild and Scenic Rivers Act (16 U.S.C. § 1271 et seq.)
14. The Safe Drinking Water Act (42 U.S.C. § 300 et seq.)
15. The Resource Conservation and Recovery Act (42 U.S.C. § 6901 et seq.)

16. The Comprehensive Environmental Response, Compensation, and Liability Act (Superfund) (42 U.S.C. § 9601 et seq.)

17. Executive Order 12898 (“Environmental Justice in Minority Populations and Low Income Populations”)

18. Rivers and Harbors Act (33 U.S.C. § 407)

19. Marine Protection, Research and Sanctuaries Act (Pub. L. 92-532, as amended), National Marine Sanctuaries Act (16 U.S.C. § 1431 et seq.), and Executive Order 13089 (“Coral Reef Protection”)

20. Farmland Protection Policy Act (7 U.S.C. 4201 et seq.)

21. Fish and Wildlife Coordination Act (16 U.S.C. 661 et seq.)

22. Pursuant to 2 CFR §200.322, Consultant and its subcontractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$1 0,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

EXHIBIT D-4
BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION

On behalf of the Consultant, the undersigned certifies, to the best of his or her knowledge, that:


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

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

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Consultants shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

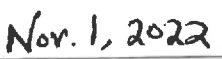
The Consultant certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Consultant understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.



Signature of Consultant's Authorized Official



Name and Title of Consultant's Authorized Official



Date

Cedar Key Water and Sewer District

Sanitary Sewer Lift Stations Rehabilitation Task Order

To: Cedar Key Water and Sewer District 510 3rd Street Cedar Key, Fl 32625	Date: November 11, 2022
	Contract: Engineering
	Prepared By: Alan Hart
	Prepared For: Cedar Key Water and Sewer District

Background:

The Cedar Key Water and Sewer District has identified 5 sanitary sewer lift stations that have been in use since 1987 and are in locations where stormwater has, at times, overtopped the lift stations. The purpose of this project is to review the existing conditions of these 5 lift stations via site visits, develop appropriate remedies to rehabilitate the lift stations and all appurtenances that are in unsatisfactory condition, determine elevations to set all instrumentation panels based on established floodplain elevations and to construct platforms so that the instrumentation panels may be safely accessed during and after storm events. A Legislative Budget Request has been approved to fund the project with the FDEP acting as the Grant Funding Agency. A component of the grant application is the inclusion of a complete set of contract documents (plans and specifications) ready for bidding along with any regulatory permits that may be required.

BDI has been asked to submit a proposal to provide the necessary contract documents that address each of the areas of improvement that are further identified in the following Scope of Work. BDI offers the following proposal.

Scope of Work:

TASK 1 – DATA COLLECTION, SITE INVESTIGATION, AND COORDINATION

1.1 The CONSULTANT will complete a topographic survey of the project areas. The CONSULTANT will review the survey and identify any additional data collection necessary for the design and preparation of construction documents. The CONSULTANT's Surveyor will perform additional survey data collection as necessary.

1.2 The CONSULTANT will collect and review available information pertinent to the project. This includes facility "as built" drawings and other data relevant to the project area, as provided by the DISTRICT.

1.3 The CONSULTANT will conduct engineering site investigations to develop a thorough understanding of project conditions.

TASK 2 – LIFT STATION REHABILITATION DESIGN

BDI will open and inspect each of the lift stations shown on the Lift Station Project Map. Upon determining the necessary corrective actions. BDI will prepare plans and/or specifications ready for bidding. The plans will consist of a general location map and pictures of the existing conditions of the manholes. Technical specifications will be developed that address the required repairs and shall include:

- Replacement of all pumps (in like kind) along with all hardware.
- Lining of all wet wells.
- Replacement of all wet well tops with watertight tops and hatches.
- Raise all Instrumentation panels to a height above the established floodplain elevation.
- Design Instrumentation Panel raised platforms so that District Staff will be able to access new panel locations.
- Wet Well appurtenances such as critical piping and valves that have deteriorated due to age and in situ conditions.

Phase submittals shall consist of digital copies of the plans and design documentation, as required per submittal. If requested, CONSULTANT will provide digital drawing files and calculations for use by the DISTRICT.

All sheets with spatial graphics will contain a Graphic Scale Bar (not a text scale) and a North Arrow oriented between zero degrees [vertical up] and 90 degrees clockwise [horizontal right] when viewed from the normal plan set position. “Facility North” or “Plan North” may be added if requested by the DISTRICT, in order to provide conformance with other facility drawing orientation.

2.2 BDI Staff will meet with DISTRICT Staff and determine the layout for the basis of design for lift stations. BDI will produce concept design plans which will include a preliminary design for the lift stations. The CONSULTANT will attend a meeting with DISTRICT staff to review the concept design.

2.3 Phase II Plans (60%). The CONSULTANT will prepare and submit Phase II design plans depicting existing topography, and utilities throughout the project site. The Phase II plan submittal will also include the preliminary layout (horizontal and vertical) of the proposed improvements. The CONSULTANT will conduct a walk-through of the project area with DISTRICT staff to review the Phase II plans.

- A. Concurrent with the Phase II submittal, the CONSULTANT will prepare a detailed quantity take-off and cost estimate for each pay item required for the construction

of the project. The DISTRICT will provide recent construction unit prices for the CONSULTANT'S use in preparing construction cost estimates.

2.4 Phase III Plans (90%). The CONSULTANT will prepare and submit Phase III plans. The Phase III submittal shall address all comments from the DISTRICT from the Phase II submittal.

- A. Concurrent with the Phase III submittal, the CONSULTANT will update the detailed quantity take-off and cost estimate for each pay item required for the construction of the project.

2.5 100% Plan Set. The CONSULTANT will prepare and submit 100% plans. The 100% Plan submittal shall address all comments from the DISTRICT from the Phase III submittal, and comments from utility agencies.

- A. Concurrent with the 100% submittal, the CONSULTANT will update the detailed quantity take-off and cost estimate for each pay item required for the construction of the project.

TASK 3 – SPECIFICATIONS

BDI will develop all Specifications for this project.

TASK 4 – PERMITTING

BDI will prepare an FDEP Form 62-604.300(3)(a), APPLICATION FOR CONSTRUCTING A DOMESTIC WASTEWATER COLLECTION/TRANSMISSION SYSTEM and submit to the DISTRICT. All Permitting fees will be paid by the DISTRICT.

TASK 5 - CONSTRUCTION DOCUMENTS

Following the 100% submittal, final utility coordination, and permitting, the CONSULTANT will prepare Final Construction Documents. The Final Documents will include:

Construction Plans

- One printed set of Final Plans, signed and sealed (22" x 34"),
- One digitally signed and sealed PDF of the Final Plans
- One electronic copy of quantity and cost estimate

Permits

- One printed set of 60% (Phase II) plans for the DISTRICT environmental Management Permit
- BDI will respond to one (1) set of comments from the FDEP corresponding to the CONSULTANT's plan set

Quantity and Cost Estimates

- One digitally signed and sealed PDF of the cost estimate
- One electronic copy of the quantity and cost estimate spreadsheet(s)

Drawings

- Electronic copy of all AutoCAD drawings comprising the construction plans and the associated pen tables for plotting the drawings.

TASK 6 - BIDDING

The CONSULTANT will be responsible for bidding services prior to the Award of Construction Bid to the CONTRACTOR. CONSULTANT will either develop or assist the DISTRICT with bid documents, attend pre-bid meetings, answer CONTRACTOR questions related to the bid documents and will assist the DISTRICT with the CONTRACTOR selection process.

Excluded Services:

The scope of work will only provide those services specifically identified above. At this point, Subsurface Utility Engineering (SUE) is not required. Should there be a need for SUE, this will be an additional service not included in this task order.

Schedule:

The completed contract documents will be delivered to the DISTRICT by June 15th, 2023. Time is of the essence and a Notice to Proceed must be received no later than November 22nd in order to complete the scope of work by the deadline.

Method of Compensation:

The CONSULTANT's fee for this scope of work is based upon the fee set forth in the Legislative Budget Request for Engineering Design and the Engineer's Opinion of Probable Construction Cost. The engineer shall be compensated a lump sum fee of \$270,000.00. Compensation will be billed monthly based on the percentage of the work completed the previous month.

Acceptance:

If the above scope and fees meet your approval, please indicate by your signature in the space provided below and return one (1) signed copy which will constitute an agreement and a "Notice to Proceed" for the above-referenced tasks to accomplish this work:

BASKERVILLE-DONOVAN, INC.

CEDAR KEY WATER AND SEWER DISTRICT

T. Keith Hill, P.E.
President, CEO

James McCain, Director
Cedar Key Water and Sewer District

Date: _____

Date: _____

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Cedar Key Water and Sewer District - Lift Station Rehabilitation

Task	Project Manager	Engineer III	Engineer II	Office Administrator	Draftsman III	Market Director QA/QC	TOTALS
Task 1.0 - Data Collection, Site Investigation, and Coordination							
1.1 - Review Survey Data provided by District	4	40	40				84
1.2 - Review as built data provided by City	4	40	40				84
1.3 - Conduct Site Visit	16	16	16				48
Sub-Total Hours	24	96	96	0	0	0	216
Sub-Total Costs	\$4,800.00	\$13,440.00	\$10,560.00	\$0.00	\$0.00	\$0.00	\$28,800.00
2.0 Plans Development							
2.1 - Meet with City Staff to review site conditions and to review deliverable	10	9	8		0		27
2.2 - Develop 60% Plans and OPC	45	60	120	10	200	8	8
2.3 - Develop 90% Plans and OPC	20	60	140	16	220	8	8
2.4 - Develop 100% Plans and OPC	10	40	40	8	120	8	8
Sub-Total Hours	85	169	308	34	540	24	1160
Sub-Total Costs	\$17,000.00	\$23,660.00	\$33,880.00	\$2,720.00	\$48,600.00	\$5,280.00	\$131,140.00
Task 3.0 - Specifications							
3.1 - Develop 60% Specifications	4	8	40	20	0	2	74
3.1 - Develop 90% Specifications	4	8	40	20	0	2	2
3.1 - Develop 100% Specifications	2	4	8	4	0	2	2
Sub-Total Hours	10	20	88	44	0	6	168
Sub-Total Costs	\$2,000.00	\$2,800.00	\$9,680.00	\$3,520.00	\$0.00	\$1,320.00	\$19,320.00
Task 4.0 - Permitting							
4.1 - Develop and submit Permit Package to FDEP	8	20	20	30	0	2	80
Sub-Total Hours	8	20	20	30	0	2	80
Sub-Total Costs	\$1,600.00	\$2,800.00	\$2,200.00	\$2,400.00	\$0.00	\$440.00	\$9,440.00
Task 5.0 - Construction Documents							
5.1 - Finalize and submit Construction Documents	12	12	20	0	0	4	48
Sub-Total Hours	12	12	20	0	0	4	48
Sub-Total Costs	\$2,400.00	\$1,680.00	\$2,200.00	\$0.00	\$0.00	\$880.00	\$7,160.00
Task 6.0 - Bidding							
6.1 - Assist the District with Bidding Documents and bid meetings	14	60	60			10	144
Sub-Total Hours	14	60	60	0	0	10	144
Sub-Total Costs	\$2,800.00	\$8,400.00	\$6,600.00	\$0.00	\$0.00	\$2,200.00	\$20,000.00
Reimbursables							
Reimbursables							\$500.00
Survey							\$18,640.00
Structural Sub							\$10,000.00
Electrical Sub							\$25,000.00
Total Reimbursable Costs	153	377	592	108	540	46	\$54,140.00
TOTAL HOURS	\$200.00	\$140.00	\$110.00	\$80.00	\$90.00	\$220.00	1,816
HOURLY RATE	\$30,600.00	\$52,780.00	\$65,120.00	\$8,640.00	\$48,600.00	\$10,120.00	\$215,860.00
TOTAL LABOR	14%	24%	30%	4%	23%	5%	100%
Percentage Breakdown (fee)	8%	21%	33%	6%	30%	3%	
Percentage Breakdown (hours)	Total Project Costs						
							\$270,000.00

**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): **Cedar Key Lift Station Rehabilitation** Agreement Number: **LPA0260**

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

Grantee Name: **Cedar Key Water and Sewer District** Entity Type: **Local Government**
Grantee Address: **P.O. Box 319, Cedar Key, FL 32625** FEID: **59-1156008** (Grantee)

3. Agreement Begin Date: **Upon Execution** Date of Expiration: **March 31, 2025**

4. Project Number: _____ Project Location(s): **Lat/Long (29.1386, -83.0351)** 
(If different from Agreement Number)

Project Description: **This project rehabilitates lift stations located in Cedar Key to provide protection to the surrounding coastal waterways.**

5. Total Amount of Funding:	Funding Source?	Award #s or Line Item Appropriations:	Amount per Source(s):
\$2,500,000.00	<input checked="" type="checkbox"/> State <input type="checkbox"/> Federal	LP, GAA LI 1665A, FY 22-23, GR	\$2,500,000.00
	<input type="checkbox"/> State <input type="checkbox"/> Federal		
	<input type="checkbox"/> Grantee Match		
Total Amount of Funding + Grantee Match, if any:			\$2,500,000.00

<p>6. Department's Grant Manager Name: Brittany Plyler or successor Address: Florida Dept. of Environmental Protection 3900 Commonwealth Blvd. Tallahassee, FL 32399-3000 Phone: 850-245-2942 Email: Brittany.Plyler@FloridaDEP.gov</p>	<p>Grantee's Grant Manager Name: James McCain or successor Address: P.O. Box 309 Cedar Key, FL 32625 Phone: 352-949-0603 Email: James@ckwater.org</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.fldis.com , in accordance with §215.985, F.S.
<input 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 checked="" 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):	
Federal Award Date to Department:	
Total Federal Funds Obligated by this Agreement:	
Federal Awarding Agency:	
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.

Cedar Key Water and Sewer District

GRANTEE

Grantee Name

By

(Authorized Signature)

Date Signed

James McCain, District Director, Cedar Key Water and Sewer District

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection

DEPARTMENT

By

Secretary or Designee

Date Signed

Angela Knecht, Director, Division of Water Restoration Assistance

Print Name and Title of Person Signing

Additional signatures attached on separate page.

DWRA Additional Signatures

Brittany Plyler, DEP Grant Manager

Mitch Holmes, 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.

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

5. Performance Measures.

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

6. Acceptance of Deliverables.

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

7. Financial Consequences for Nonperformance.

- a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.
- b. Invoice reduction
If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.
- c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.
 - i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.
 - ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department 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 691-72, Florida Administrative Code (F.A.C.) and/or Chapter 691-73, 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 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.

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

14. Notice of Default.

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

15. Events of Default.

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

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



- iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

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

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

- a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
 - i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
 - ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.
- b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.
- c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.

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- 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. Build America, Buy America Act (BABA).

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

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

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

25. 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.

26. 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.

27. Record Keeping.

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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/>).

28. Audits.

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

29. 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.

30. Independent Contractor.

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

31. Subcontracting.

- a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.
- b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.
- c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.
- d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.
- e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
- f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier 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.

32. 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.

33. 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.

34. 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.

35. 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.

36. 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.

37. 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.

38. 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.

39. 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. LPA0260**

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 Cedar Key Lift Station Rehabilitation . 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, 2022 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 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.

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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.

No retainage is required under this Agreement.

11. Subcontracting.

The Grantee may subcontract work under this Agreement without the prior written consent of the Department’s Grant Manager 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.

The Grantee will identify the expected return on investment for this project and provide this information to the Governor’s Office of Policy and Budget (OPB) within three months of execution of this Agreement. For each full calendar quarter thereafter, the Grantee will provide quarterly update reports directly to OPB, no later than 20 days after the end of each quarter, documenting the positive return on investment to the state that results from the Grantee’s project and its use of funds provided under this Agreement. Quarterly reports will continue until the Grantee is instructed by OPB that no further reports are needed, or until the end of this Agreement, whichever occurs first. All reports shall be submitted electronically to OPB at env.roi@laspbs.state.fl.us, and a copy shall also be submitted to the Department at legislativeaffairs@floridaDEP.gov.

14. Common Carrier.

- a. Applicable to contracts with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable. Contractor must also fill out and

return PUR 1808 before contract execution] If Contractor is a common carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

- b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of transporting a person into this state knowing that the person unlawfully present in the United States according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808

15. Additional Terms.

None.

ATTACHMENT 3 GRANT WORK PLAN

PROJECT TITLE: Cedar Key Lift Station Rehabilitation

PROJECT LOCATION: The Project will be located in the City of Cedar Key within Levy County; Lat/Long (29.1386, -83.0351).

PROJECT BACKGROUND:

The City of Cedar Key (Grantee) has 17 Lift Stations that were put into service in 1984, but 5 of these lift stations are considered in a critical state due to their locations and elevations. During heavy rainfall, these lift stations become submerged and are at risk for direct discharge into surrounding coastal waterways. The surrounding waters that could be impacted are critical due to the shellfish habitat.

PROJECT DESCRIPTION:

The purpose of this project is to rehabilitate approximately 5 lift stations by replacing the pumps, providing water tight seals, raising the control panels to an elevation that will not be flooded during heavy rainfall or storm surge and performing any other work deemed necessary to rehabilitate the 5 lift stations. The rehabilitation of the 5 lift stations will provide protection to the surrounding coastal waterways.

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

Task 1: Preconstruction Activities

Deliverables: The Grantee will complete preconstruction activities, such as survey and design of the lift stations, and obtain all necessary permits for construction of the project.

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

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 the lift stations 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: Project Management

Deliverables: The Grantee will perform project management, to include field engineering services, construction observation, site meetings with construction contractor(s) and design professionals, and overall project coordination and supervision.

Documentation: The Grantee will submit interim progress status summaries including summary of inspection(s), meeting minutes and field notes, as applicable.

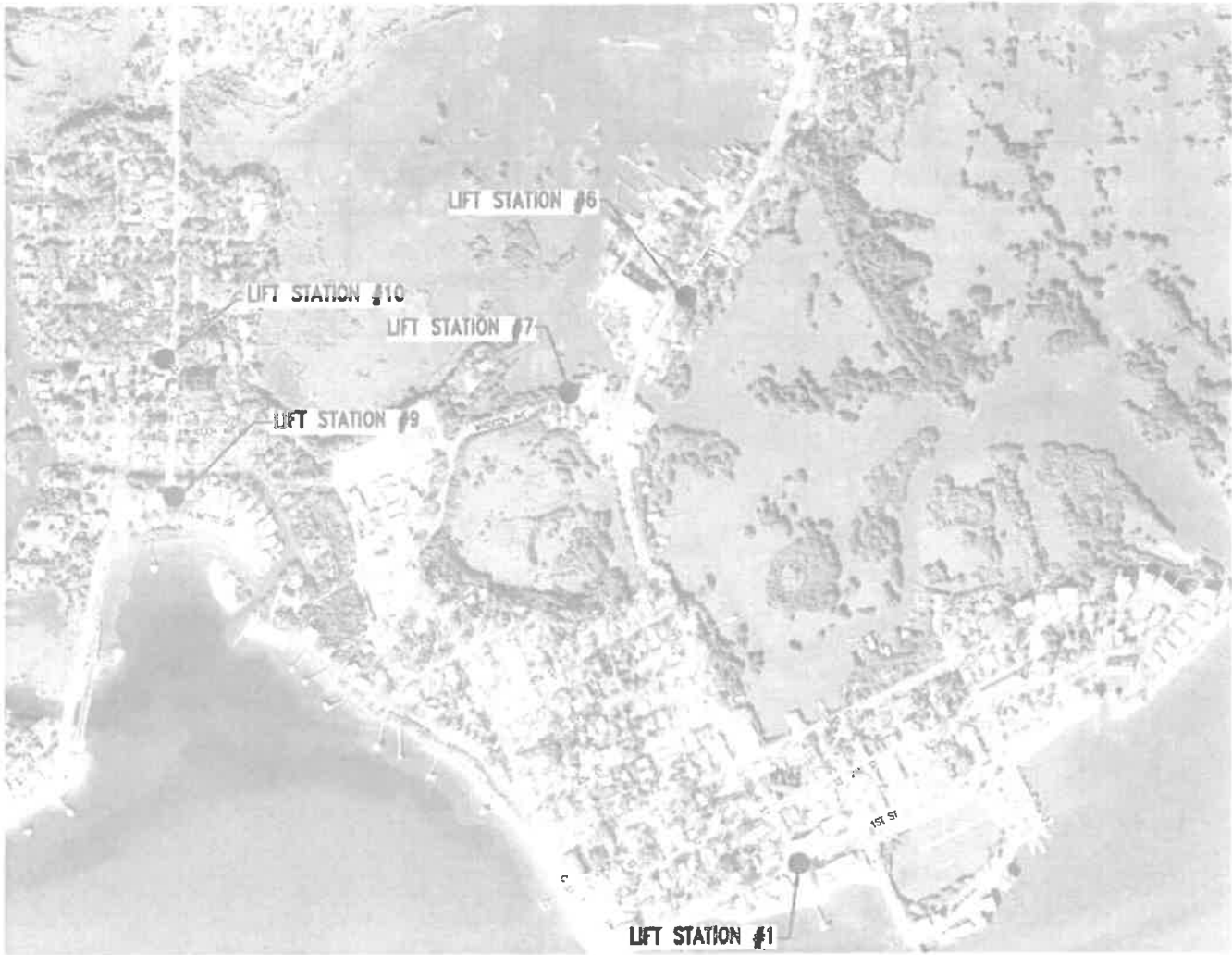
Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

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. Match funding shall be provided at minimum in the categories indicated below.

Task No.	Task Title	Budget Category	Grant Amount	Task Start Date	Task End Date
1	Preconstruction Activities	Contractual Services	\$250,000	07/01/2022	01/31/2024
2	Bidding and Contractor Selection	Contractual Services	\$25,000	07/01/2022	03/31/2024
3	Construction	Contractual Services	\$1,975,000	07/01/2022	12/31/2024
4	Project Management	Contractual Services	\$250,000	07/01/2022	12/31/2024
Total:			\$2,500,000		



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CEDAR KEY - LIFT STATION REHABILITATION MAP

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**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

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**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

Attachment 5

1 of 6



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

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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
Original Agreement	Department of Environmental Protection	FY22-23	37.039	Statewide Surface Water Restoration and Wastewater Projects	2,500,000.00	140047
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					\$2,500,000.00	

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.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**Exhibit A
Progress Report Form**

DEP Agreement No.:	LPA0260
Project Title:	Cedar Key Lift Station Rehabilitation
Grantee Name:	Cedar Key Special Water and Sewer District
Grantee's Grant Manager:	James McCain
Reporting Period:	Select Quarter - 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 identify any anticipated delays or problems encountered. Use the format provided below and use as many pages as necessary to cover all tasks. Each quarterly progress report is due no later than twenty (20) days following the completion of the quarterly reporting period.

Task 1: Select Task Title

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

Task 2: Select Task Title

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

Task 3: Select Task Title

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

Task 4: Select Task Title

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

Task 5: Select Task Title

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

Completion Status for Tasks

Indicate the completion status for the following tasks, if included in the Grant Work Plan. For construction, the estimated completion percentage should represent the work being funded under this Agreement.

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 or Digital Timestamp)

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.

DEPARTMENT OF ENVIRONMENTAL PROTECTION

Advance Payment Terms

Exhibit E

1. Advance Payments.

- a. The Grantee shall use the **Advance Payment Justification Form**, available upon request from the Department, to request advance payment. Advance payment is subject to written approval from the State's Chief Financial Officer (CFO) and the Department.
- b. The CFO may identify additional requirements that must be met in order for advance payment to be authorized. If additional requirements are imposed by the CFO, the Grantee shall be notified, in writing, by the Department's Grant Manager regarding the additional requirements. Prior to releasing any advanced funds, the Grantee shall be required to provide a written acknowledgement to the Department's Grant Manager of the Grantee's acceptance of the additional requirements imposed by the CFO for release of the funds.
- c. If advance payment is authorized, the Grantee shall report, on a quarterly basis in conjunction with the Progress Report as required under in this Agreement, the amount of funds expended during the reporting period, the Agreement expenditures to date, and interest earned during the quarter, and clearly indicate the method for repayment of the interest to the Department. Expenditures shall be documented in accordance with the requirements for reimbursement identified below. Interest earned and method of repayment shall be reported on the **Advance Payment – Interest Earned Memorandum, Exhibit E1** below.
- d. The Grantee must temporarily invest the advanced funds, and return any interest income to the Department, within thirty (30) days of each calendar quarter or apply said interest income against the Department's obligation to pay, if applicable, under this Agreement. Interest earned must be returned to the Department within the timeframe identified above or invoices must be received within the same timeframe that shows the offset of the interest earned.
- e. Unused funds, and interest accrued on any unused portion of advanced funds that has not been remitted to the Department, shall be returned to the Department within sixty (60) days of Agreement completion.
- f. If an advance payment is not approved by the CFO, the Grantee shall make its reimbursement requests in accordance with the reimbursement process described in Attachment 1, Standard Terms and Conditions.

Memorandum

EXHIBIT E1
Advanced Funds Expended and Interest Earned Memo

WHEN REPORTING OR REMITTING, PLEASE RETURN A COPY OF THIS REQUEST

TO: Contract Manager Name
FROM: Lydia L. Griffin, Bureau Chief
Bureau of Finance and Accounting
DATE: MM/DD/YYYY
SUBJECT: Advanced Funds for:
Agreement No.
Begin Date:

In accordance with Section 216.181(14)(b), Florida Statutes, the Department requires that advanced funds be deposited into an interest bearing account until all funds have been depleted. In order to update the status on the unused portion of the advanced funds and/or interest due, the following information is needed no later than MM/DD/YYYY.

Interest Due to DEP: Yes [] No []
(If No, Advanced Funds Recipient is required to report only the amount of Advanced Funds Expended or Returned to DEP.)

Project % of Completion as of MM/DD/YY: _____ Final Report: [] Yes or [] No
Project % of Completion as of MM/DD/YY: _____ Estimated Project Completion Date: _____
Initial advanced funds disbursed MM/DD/YY _____ Cumulative amount of advanced funds \$ _____
1 Advanced funds principal expended by contractor covering period of MM/DD/YY to MM/DD/YY \$ _____
2 Advanced funds principal returned by contractor covering period of MM/DD/YY to MM/DD/YY \$ _____
3 Advanced funds principal balance available on hand \$ _____
4 Interest earned on advanced funds covering period of MM/DD/YY to MM/DD/YY \$ _____
5 Amount of interest paid to DEP as of MM/DD/YY \$ _____
6 Interest balance due to DEP as of MM/DD/YY \$ _____

Project Management Certification:
By evidence of my signature below, the above information is true and correct. I have knowledge of the work performed and the advanced funds principal on hand is needed to complete the project(s) by the Estimated Project Completion Date.

DEP Grant Manager Printed Name _____ Advanced Funds Recipient Printed Name _____
DEP Grant Manager Signature _____ Date _____ Advanced Funds Recipient Signature _____ Date _____

DEP USE ONLY
Project Management Verification (please explain): _____

Thank you for your cooperation in providing the above information. If you have any questions, please contact the Contract Disbursements Section at (850) 245-2465, in the Bureau of Finance & Accounting.



Memorandum

INSTRUCTIONS TO COMPLETE THE ADVANCED FUNDS EXPENDED & INTEREST EARNED MEMO:

This form should be completed by the Advanced Funds Recipient in its entirety, signed and dated by the appropriate personnel and submitted each reporting period. Please ensure each field on the form is completed according to the guidance provided.

Percentage of Project Completion must be completed, indicating the percentage of progress for the current reporting period.

Estimated Project Completion Date must be completed, indicating the anticipated project completion date in the MM/DD/YYYY format.

The Final Report indicator (Yes or No) must be completed.

If the contract states that no interest is due, quarterly reporting of the expended advanced funds is still required. Lines 1, 2, and 3 must be completed.

In all cases the lines 1, 2, and 3 reported amounts are on a cash basis for the advanced funds principal. Do not include receivables, payables, or interest previously paid to DEP.

If the grant/contract requires quarterly accrued interest payments to DEP, the advanced funds recipient must complete lines 1 through 6 for each quarterly report. Payments of interest due to DEP shall be paid within the specifications of the grant/contract. Project Management Certification: This section is to be completed by the DEP Grant Manager and the Advanced Funds Recipient to certify that the information provided on this form is true and accurately reflects the status of the advanced funds received from the Department.

Project Management Verification: This section is to be completed by the DEP Grant Manager in providing the method used to verify that the information received from the Advanced Funds Recipient is true and accurately reflects the status of the advanced funds received from the Department.

After reading the minutes from October 17, 2022 I wanted to touch base with everyone and answer some of the questions that were asked.

Under Financial Reports

- Ms. Leslie had a question about the line on P&L sheet. She asked why it was \$15,050 when it is usually 0. I don't know if Ann has an answer for her.
- Ms. Dottie brought up the numerous accounts that were past due. I am trying to get a list of everyone that owes and figure out how to get those accounts paid. Some accounts have been let go for so long that is going to be hard to get them paid in full all at once. We may need to come up with a payment plan for those who are so far behind.
- Late fees have been reinstated.

Under Lift Station DEP Agreement LPA0260

- I am working on getting this finalized.

Nextower lease buyout

- After going over the lease agreement and talking with Evan and Robert Beauchamp; I would recommend not agreeing to the buyout. See attached emails.

New:

- Wastewater aeration system on hold.
- BRIC grant on hold until we get UEI number reactivated.
- DEP agreement LP38091 Pilot test for new water plant; pay request #13 for \$65,378.19 has been received. I would like to see it put in 640.06 which is water plant maintenance to help with repairs at water plant and install a tank for aeration which help with THMs.

James@ckwater.org

From: Rosenthal, Evan <erosenthal@ngn-tally.com>
Sent: Thursday, October 20, 2022 10:32 AM
To: james@ckwater.org
Cc: Alicia@ckwater.org
Subject: FW: Nextower Letter of Intent

James, see below. You may want to get with the District's accountant/financial advisor to come up with a number that would make sense that we could bring to the Board/Nextower for consideration.

Thanks,

Evan

From: Kara Bizick <kbizick@peppertreecapital.com>
Sent: Thursday, October 20, 2022 10:08 AM
To: Rosenthal, Evan <erosenthal@ngn-tally.com>
Cc: James@ckwater.org; Alicia@ckwater.org
Subject: RE: Nextower Letter of Intent

Hi Evan- The highest amount that I am able to go is \$198,000. If you have a number in mind that I can take to the investment team for consideration, please let me know.

Thank you,

Kara Bizick
NexTower Development Group, LLC
57 E. Washington Street
Chagrin Falls, Ohio 44022
412-980-7805 mobile
440-528-0334 fax

From: Rosenthal, Evan <erosenthal@ngn-tally.com>
Sent: Thursday, October 20, 2022 9:47 AM
To: Scott Ruebensaal <sruebensaal@peppertreecapital.com>
Cc: Kara Bizick <kbizick@peppertreecapital.com>; James@ckwater.org; Alicia@ckwater.org
Subject: RE: Nextower Letter of Intent

Thanks Scott. We discussed this with the District Board at their meeting this week and the Board felt that the lump sum offer was too low when looked at in relation to the rent that will be generated over the life of the lease. If you would like to come back with a higher offer we would be happy to consider it.

Thanks,

Evan



James@ckwater.org

From: Rosenthal, Evan <erosenthal@ngn-tally.com>
Sent: Wednesday, November 02, 2022 3:32 PM
To: James@ckwater.org
Subject: Re: NexTower rent payment

Thanks James, based on this:

4/2020 – 3/2021 - \$900
4/2021 – 3/2022 - \$918
4/2022 – 3/2023 - \$936.36

So the \$936.36 amount looks to me like it's correct. The rent will go up another 2% in March 2023. Let me know if you see it differently.

Thanks,

Evan

From: <James@ckwater.org> on behalf of "James@ckwater.org" <James@ckwater.org>
Date: Wednesday, November 2, 2022 at 3:06 PM
To: "Rosenthal, Evan" <erosenthal@ngn-tally.com>
Subject: RE: NexTower rent payment

Ok Evan the first check from NexTower 06/24/2020 it was for 04/2020,05/2020 for \$2700.00

James McCain

From: Rosenthal, Evan [mailto:erosenthal@ngn-tally.com]
Sent: Monday, October 31, 2022 4:00 PM
To: James@ckwater.org
Cc: Alicia@ckwater.org
Subject: RE: NexTower rent payment

Thanks, what is the date on which NexTower made their first rental payment to the District?

From: James@ckwater.org <James@ckwater.org>
Sent: Monday, October 31, 2022 3:48 PM
To: Rosenthal, Evan <erosenthal@ngn-tally.com>
Subject: NexTower rent payment

Evan NexTower's payment to District \$936.36 for 9/01/22.

James McCain



Premises including but not limited to land use and zoning applications.

10. **Successors and Assigns.** This Option shall run with the Parent Tract described on Exhibit "A" and shall be binding upon and inure to the benefit of the parties, their respective heirs, successors, personal representatives and assigns.

II. GROUND LEASE AGREEMENT

11. **Exercise of Option.** Upon the tender of written notice of Optionee's intent to exercise the Option, the terms of this ground lease agreement ("Lease") shall govern the relationship of the parties, and Optionor shall thereafter be referred to as Lessor, and Optionee shall hereafter be referred to as Lessee. The date of the written notice to exercise the Option shall constitute the commencement date of the Lease ("Commencement Date").

12. **Use.** The Leased Premises may be used by Lessee for the explicit purpose of the transmission and receipt of wireless communication signals in any and all frequencies and the construction and maintenance of a 300 ft. self-support communications tower (with 25' lightning rod totaling 325 ft. AGL), antennas, buildings, and related facilities and activities, and all other uses permitted under applicable zoning regulations (providing it is related to the cell tower and its tenants). Lessor agrees to cooperate with Lessee in obtaining, at Lessee's expense, all licenses and permits required for Lessee's use of the Leased Premises (the "Governmental Approval"). Lessee may construct additional improvements, demolish and reconstruct improvements, or restore, replace and reconfigure improvements at any time during the Initial Term or any Renewal Term of this Lease.

13. **Initial Term.** The term of this Lease shall be five (5) years commencing on the Commencement Date, as that term is defined in Paragraph 10 herein, and terminating on the fifth (5th) anniversary of the Commencement Date ("Initial Term"). The parties agree that a memorandum of lease in the form attached hereto as Exhibit "E", evidencing the Commencement Date and other matters, shall be executed and recorded.

14. **Renewal Terms.** Lessee shall have the right to extend this Lease for seven (7) additional five (5) year terms ("Renewal Terms"). Each Renewal Term shall be on the same terms and conditions as set forth in this Lease. This Lease shall automatically be renewed for each successive Renewal Term unless Lessee notifies Lessor of Lessee's intention not to renew the Lease at least thirty (30) days prior to the expiration of the Initial Term or the Renewal Term which is then in effect.

15. **Rent.** Commencing on the first day of the calendar month following the Commencement Date, during the Initial Term and each Renewal Term of this Lease, Lessee shall pay to Lessor an annual rental amount of Ten Thousand Eight Hundred and 00/100 dollars (\$10,800.00), to be paid in equal monthly installments of Nine Hundred and 00/100 dollars (\$900.00) ("Rent"), which shall be deemed to include any applicable State, County or local sales or use tax. Rent shall be payable in advance on or before the fifteenth (15th) day of each calendar month and shall be remitted to the address shown for Lessor in this Lease, or such other address as Lessor may direct by notice of writing to Lessee. It shall be the sole responsibility of the Lessor to remit payment of any applicable State, County or local sales, rent or use tax to the appropriate taxing authority. If the Commencement Date, or the date of

termination (the "Termination Date"), of this Lease is other than the first (1st) day of a calendar month, rent shall be prorated. In the event of termination for any reason, other than nonpayment of Rent, all Rent paid in advance of Termination Date for that period, after the Termination Date shall be refunded to Lessee.

There shall be a Revenue Sharing Provision, whereby Lessee pays Lessor Two Hundred Fifty and 00/100 Dollars (\$250.00) per month per cell carrier provider that collocates and leases space on the tower. Lessee shall pay Lessor Two Hundred Fifty and/100 Dollars (\$250.00) per month per any non-cell carrier provider tenant that collocates and leases space on the tower, providing tenant pays equivalent rent as a cell carrier provider tenant. The Revenue Sharing Provision does not include the anchor tenant on the tower.

The Rent shall increase by 2% annually on the anniversary of the Commencement Date.

16. Lessor's Representation and Warranties. Lessor, to the best of its knowledge, represents and warrants that Lessee's intended use of the Leased Premises as a site for the transmission and receipt of wireless communication signals; for the construction and maintenance of towers, antennas or buildings; and related facilities ("Intended Use") is not prohibited by any covenants, restrictions, reciprocal easements, servitudes, subdivision rules or regulations. Lessor further represents and warrants that there are no easements, licenses, rights of use or other encumbrances on the Leased Premises or the Easement(s) which will interfere with or constructively prohibit Lessee's Intended Use of the Leased Premises. Lessor further represents and warrants that the execution of this Lease by Lessor will not cause a breach or an event of default of any other agreement to which Lessor is a party.

17. Conditions Subsequent. In the event that Lessee's Intended Use of the Leased Premises is actually or constructively prohibited through no fault of Lessee or the Leased Premises or the Easement(s) are, in Lessee's opinion, unacceptable to Lessee, then upon notice from Lessee, this Lease shall terminate and be of no further force or effect and Lessee shall be entitled to a refund from Lessor of any deposits or Rent paid in advance to Lessor which sums were paid prior to the date upon which Lessee gives Lessor notice of its intent to terminate this Lease pursuant to this paragraph.

18. Interference. Lessor shall not use, nor shall Lessor permit its lessees, licensees, invitees or agents to use, any portion of adjacent real property owned by Lessor in any way which interferes with the wireless communications operation of Lessee, with the exception of the specified uses listed on Exhibit "F" which include the use, equipment and frequencies utilized by Lessor in its operation of a water and sewer plant facility. All Lessee's tenants or sublessees shall conduct a frequency compatibility study by a Florida certified RF engineer prior to the new tenant's or sublessee's installation confirming there is no interference with Lessor's documented use.

19. Improvements Utilities: Access.

(a) Lessee shall have the right at Lessee's sole cost and expense, to erect and maintain on the Leased Premises improvements, personal property and facilities, including

Attorney Report

November 14, 2022

1. Waccasassa Water Cooperative Agreement.

General Counsel provided the City of Bronson Attorney with comments and suggested edits to the draft Interlocal Agreement creating the Waccasassa Water Cooperative. The Town of Bronson Manager responded that "the interlocal agreement will be discussed at the [Levy] county commission meeting on Tuesday, November 22nd. At that point, the various stakeholders will convene again to finalize the interlocal agreement."

