



## **CITY COUNCIL MEETING ZEPHYRHILLS, FLORIDA**

**Monday, January 10, 2022  
6:00 PM**

**Zephyrhills  
City Hall**

**Council  
Chambers**

Call to Order – Council President W. Alan Knight  
Roll Call – City Clerk Lori Hillman  
Invocation – Councilman Alan Knight  
Pledge of Allegiance – Council President W. Alan Knight

### **1. UNFINISHED BUSINESS/PUBLIC HEARING**

#### **1.1 Silver Oaks PUD Amendment**

Second Reading **ORDINANCE NO. 1432-22 – “AN ORDINANCE OF THE CITY OF ZEPHYRHILLS, FLORIDA MODIFYING THE MASTER PLAN FOR SILVER OAKS PLANNED UNIT DEVELOPMENT (PUD); PROVIDING FOR CONFLICT, SEVERABILITY, AND AN EFFECTIVE DATE.”**

**A. Council President opens Public Hearing**

**B. Council President closes Public Hearing**

**C. City Council considers Ordinance No.1432-22 on the Second Reading**

1. Ordinance 1432-22 Silver Oaks PUD Modification
2. Silver Oaks Master Plan Map
3. Withdrawal of Silver Oaks PUD Modification

### **2. MAYOR**

#### **2.1 Judy Williams Proclamation**

1. Judy Williams Proclamation

#### **2.2 Arbor Day Proclamation**

1. Arbor Day Proclamation

3. CONSENT ITEMS

- 3.1 Approval of December 13, 2021 Regular Meeting Minutes

1. December 13, 2021 Minutes and Form 8B

- 3.2 Approval of November 29, 2021 Regular Meeting Minutes

1. M11-29-2021 Minutes with Form 8B Voting Conflict

- 3.3 Approval of September 13, 2021 Regular Meeting Minutes

1. September 13, 2021 Minutes with Form 8B Voting Conflict

- 3.4 Approval of Florida Department of Environmental Protection State Revolving Fund Agreement WW510531 Amendment #1 (Resolution 771-20)

1. WW51053 Clean Water SRF Federal Extension Amendment 1

2. 771-20 State Revolving Fund (SRF) Loan Program – WWTP AWT

- 3.5 Approval of Piggyback Agreement 41-22-05 with A.C. Schultes of Florida Inc. for As Needed Well Drilling Construction, Rehabilitation, and Repair Services

1. A.C. Schultes Piggyback Agreement

- 3.6 Approval of Sole Source Agreement 41-22-06 with Nieman Electric Motor Co. for Tsurimi Lift Station Pump Purchasing and Repair

1. Neiman Electric Motor Co. Agreement

2. Neiman Exhibit A

3. Neiman Exhibit B

- 3.7 Approval of Proposal from APT for Gravity Sewer Pipe Lining

1. Zephyrhills, 2022 Sanitary Sewer Rehab

- 3.8 Approval of Killebrew Agreement 41-22-04 Construction of Fort King Water Line

1. Killebrew Agreement 12-30-21

2. Killebrew EXHIBIT A Bid 11-21-07 Ft. King Water Main Extension

3. Killebrew EXHIBIT B Company Information

4. Killebrew EXHIBIT B Construction Itemized Pricing Sheet

5. Killebrew EXHIBIT B Package Response

6. Killebrew EXHIBIT B Bid Bond

- 3.9 Approval of Cost Share Funding with SWFWMD for City/County Reclaim Water Project

1. 22CF0003735\_Agreement\_OGC\_Approved

4. NEW BUSINESS/PUBLIC HEARING

4.1 Approval of Sarah Vande Berg (SVB) Housing Developers Agreement 41-22-01

1. SVB Housing DA Final
2. Exhibit B Ordinance 1428-21 FLU and Zoning

5. CITY MANAGER'S REPORT

5.1 Approval of Task Order 21-62 with Furr, Wegman & Banks for Sidewalks and Trails Construction Documents

1. Updated\_12-21-21 Zephyrhills Sidewalks & Trails Proposal (2)

5.2 Approval of Contract with D.C. Johnson and Associates for Surveying Services for Sidewalks and Trails Project

1. 2021-351A01.BG00001.122021.Rev (2)

6. CITY ATTORNEY

6.1 Resolution 788-22, Vacation of Public Right-of-Way

First Reading **RESOLUTION NO. 788-22 - "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ZEPHYRHILLS, FLORIDA VACATION OF RIGHT-OF-WAY FOR GATEWAY DOWNTOWN PROP, LLC AND PALMETTO CAPITAL GROUP, LLC. "**

1. 10548 DG Zeph DG Parcel Cross Access Easement
2. RESOLUTION (DRAFT)
3. 10548 DG Zeph Remainder Parcel Cross Alleyway
4. 10548 DG Zeph Vacate Alley
5. Approved Site Development Plan

**CITIZEN COMMENTS**

**MAYOR ANNOUNCEMENTS**

**CITY MANAGER ANNOUNCEMENTS**

**CITY ATTORNEY ANNOUNCEMENTS**

**CITY COUNCIL COMMENTS**

7. NOTED ITEMS

7.1 Piggyback (Sourcewell) Agreement for Servicing of the Utilities Department Emergency Generators by Cummins.

1. ZEPHYRHILLS WASTE WATER]
2. ZEPHYRHILLS WATER

**ADJOURN**

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



## **UNFINISHED BUSINESS/PUBLIC HEARING 1.1**

### **Silver Oaks PUD Amendment**

Second Reading **ORDINANCE NO. 1432-22 – “AN ORDINANCE OF THE CITY OF ZEPHYRHILLS, FLORIDA MODIFYING THE MASTER PLAN FOR SILVER OAKS PLANNED UNIT DEVELOPMENT (PUD); PROVIDING FOR CONFLICT, SEVERABILITY, AND AN EFFECTIVE DATE.”**

**A. Council President opens Public Hearing**

**B. Council President closes Public Hearing**

**C. City Council considers Ordinance No.1432-22 on the Second Reading**

#### **Issue:**

Proposed amendment to the Silver Oaks PUD master plan.

#### **Background:**

The Silver Oaks subdivision is a master planned development with an approved Planned Unit Development Master Plan. The Silver Oaks development is located on both sides of Eiland Boulevard and between Masse Rd on the east and Simons Rd on the west. The Master Plan provides an approved layout of: approved uses, number of units, intensity / density, setbacks and conditions.

A petition has been submitted for a text amendment to the Silver Oaks PUD Master Plan;

1. The proposed text amendments consist of:

1. Parcel K as approved on the Master Plan for multi-family with no proposed change in use / will remain multi-family. The proposed change consists of verbiage removed (two stories) whereas the buildings will not be limited to only two stories;
2. The triangular parcel at the corner of Fountain & Founder's - Notation – RV storage is proposed to be removed;
3. A notation requiring additional Right-of-Way dedication is proposed to be stricken as Fountain Road has been improved by the City of Zephyrhills.

1. The City's Site Plan review Committee has reviewed the proposed text amendments and there was a unanimous recommendation for approval;
2. The property was posted for the upcoming Planning Commission meeting;
3. Letters were sent out to property owners and an advertisement was completed.

At the Planning Commission meeting, a couple property owners attended that adjoin the areas

where future multi-family is proposed. Comments / concerns included: traffic, height of new buildings and potential sink hole probability with development. Staff / applicant's representative discussed the conceptual steps being taken:

- 1.) Site orientation of future units to maximize setbacks from adjoining neighbors;
- 2.) Placement of ponds / parks adjoining the neighbors to provide substantial separation / buffering;
- 3.) New road connection to Geiger Rd will improve traffic movement from Silver Oaks Village to adjoining roadways;
- 4.) Eiland Blvd is on the long range County MPO plan to be 4-laned and the City needs to continue efforts on prioritizing this project with all the construction occurring.

**Attachment(s):**

1. Ordinance 1432-22 Silver Oaks PUD Modification
2. Silver Oaks Master Plan Map
3. Withdrawal of Silver Oaks PUD Modification

**Fiscal Impact:**

NA

**Staff Recommendation:**

Staff and Planning Commission recommended approval.

**ORDINANCE NO. 1432-22**

**AN ORDINANCE OF THE CITY OF ZEPHYRHILLS, FLORIDA  
MODIFYING THE MASTER PLAN FOR SILVER OAKS PLANNED UNIT  
DEVELOPMENT (PUD); PROVIDING FOR CONFLICT,  
SEVERABILITY, AND AN EFFECTIVE DATE.**

**WHEREAS**, the owner of Silver Oaks PUD has requested text amendments on the PUD Master Plan as follows:

- 1.) Triangular parcel of property at the corner of Fountain & Founder's – Notation of RV storage to be removed;
- 2.) Removal of notation requiring additional Right of Way dedication to the City as Fountain Road has been constructed;
- 3.) Parcel K in Silver Oaks Village – Removal of apartment language limitation to two stories and not to exceed 3 stories;
- 4.) The Developer / Builder will align with and in general practice follow the Silver Oaks Community Design Guidelines adopted March 1997, utilized and practiced in general by the original developer, Smith Cattle & Grove, Inc.

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

**WHEREAS**, due public notice of hearing on the proposed zoning amendment was given by the City Council on December 2, 2021 as required by the Zephyrhills Land Development Code and Chapter 166, Florida Statutes; and

**WHEREAS**, the Planning Commission held a public hearing on November 1, 2021 to consider said proposed zoning amendment; and

**WHEREAS**, the City Council has determined that an amendment to the Silver Oaks Planned Unit Development would be appropriate, would promote the general welfare, and encourage proper development within the City.

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

**Section 1:** The above Whereas clauses are hereby adopted and incorporated herein.

**Section 2:** The Silver Oaks PUD Master Plan is hereby modified to add and include The Preserve and The Links Subdivisions into and subject to the existing PUD zoning on the property. The Homeowners' Association documents shall be consistent with common area maintenance. In addition, HOA documents for The Links and the Preserves Subdivisions shall be submitted to and approved by the City prior to preliminary plat approval. The HOA documents shall reflect that each new subdivision Homeowners' Association shall contribute its proportionate share towards roadway maintenance.

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

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

**Section 5:** This ordinance and PUD amendment shall take effect as provided in the City Charter and Chapter 163, Florida Statutes.

The foregoing Ordinance No. 1432-22 was read and passed on the first reading in an open and regular meeting of the City Council of the City of Zephyrhills, Florida, on this 29<sup>th</sup> day of November, 2021.

Attest: \_\_\_\_\_  
Lori L. Hillman, City Clerk

---

W. Alan Knight, Council President

The foregoing Ordinance No. 1432-22 was read and passed on the second reading, following a public hearing, in an open and regular meeting of the City Council of the City of Zephyrhills, Florida, on this 10<sup>th</sup> day of January, 2022.

Attest: \_\_\_\_\_  
Lori Hillman, City Clerk

---

W. Alan Knight, Council President

The foregoing Ordinance No. 1432-22 was approved by me this 10<sup>th</sup> day of January, 2022.

Gene Whitfield, Mayor

Approved as to legal form and legal content

Matt Maggard, City Attorney



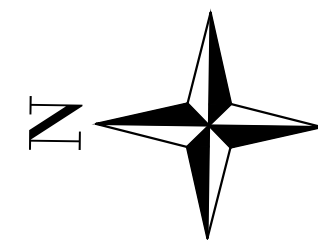
# Silver Oaks

## MASTER PLAN PUD MODIFICATION

REQUIRED PAVING  
(SEE STANDARD #9  
ON SHEET 2 OF 2)

MASSEY ROAD

ADDITIONAL R/W TO BE DEDICATED TO THE CITY OF  
ZEPHYRHILLS (100' FROM THE CENTERLINE OF MASSEY  
ROAD PER ZONING CONDITION NO. 5)



BGE, Inc.  
2203 N. Lois Ave., Suite G300,  
Tampa, FL 33607  
Tel: 813-848-0901 • www.bgeinc.com  
FL Registry No. 32116  
Copyright

SMITH CATTLE & GROVE, INC.

**SILVER OAKS**

PUD UPDATE

LAND USE MAP

10/21 REVISIONS TO PARCEL K AND R/W DEDICATION

REV DATE COMMENT

PROJECT NO. 0000-00

DESIGNED BY: AJH DRAWN BY: AJH

REVIEWED BY: AJH DATE: 10/2021

1

1 OF 2

ADDITIONAL R/W TO BE DEDICATED TO THE CITY OF  
ZEPHYRHILLS (40' FROM THE CENTERLINE OF FORT KING HWY  
PER ZONING CONDITION NO. 5) - R/W #4 0.26 AC.

30' R/W TO BE DEDICATED BY SILVER OAKS PER  
ZONING CONDITION NO. 5 - R/W #3 1.42 AC.

30' R/W DEDICATED BY SILVER OAKS PHASE  
ONE PLAT, PB. 26, PG. 46-48 RECORDED  
APRIL 4, 1988 - R/W #2 0.77 AC.

ACCESS #2

FOUNTAIN ROAD

RV STORAGE

LAURELWOOD DRIVE

C1

C2

O

A

FOXMOOR DRIVE

FOXRUN PLACE

HUNTINGTON DRIVE

SILVER DRIVE

OAKS DRIVE

BRENTWOOD DRIVE

W

U2

U1

M

L

G

F

V

N

SMITH PARCEL #1 1.00 AC.

STEPHEN'S PATH

STEPHEN'S TRAIL

NORTH LAKE DRIVE

FOXMOOR DRIVE

FOXRUN PLACE

HUNTINGTON DRIVE

SILVER DRIVE

OAKS DRIVE

BRENTWOOD DRIVE

W

U2

U1

M

L

G

F

V

N

SMITH PARCEL #1 1.00 AC.

STEPHEN'S PATH

STEPHEN'S TRAIL

NORTH LAKE DRIVE

FOXMOOR DRIVE

FOXRUN PLACE

HUNTINGTON DRIVE

SILVER DRIVE

OAKS DRIVE

BRENTWOOD DRIVE

W

U2

U1

M

L

G

F

V

N

SMITH PARCEL #1 1.00 AC.

STEPHEN'S PATH

STEPHEN'S TRAIL

NORTH LAKE DRIVE

FOXMOOR DRIVE

FOXRUN PLACE

HUNTINGTON DRIVE

SILVER DRIVE

OAKS DRIVE

BRENTWOOD DRIVE

W

U2

U1

M

L

G

F

V

N

SMITH PARCEL #1 1.00 AC.

STEPHEN'S PATH

STEPHEN'S TRAIL

NORTH LAKE DRIVE

FOXMOOR DRIVE

FOXRUN PLACE

HUNTINGTON DRIVE

SILVER DRIVE

OAKS DRIVE

BRENTWOOD DRIVE

W

U2

U1

M

L

G

F

V

N

SMITH PARCEL #1 1.00 AC.

STEPHEN'S PATH

STEPHEN'S TRAIL

NORTH LAKE DRIVE

FOXMOOR DRIVE

FOXRUN PLACE

HUNTINGTON DRIVE

SILVER DRIVE

OAKS DRIVE

BRENTWOOD DRIVE

W

U2

U1

M

L

G

F

V

N

SMITH PARCEL #1 1.00 AC.

STEPHEN'S PATH

STEPHEN'S TRAIL

NORTH LAKE DRIVE

FOXMOOR DRIVE

FOXRUN PLACE

HUNTINGTON DRIVE

SILVER DRIVE

OAKS DRIVE

BRENTWOOD DRIVE

W

U2

U1

M

L

G

F

V

N

SMITH PARCEL #1 1.00 AC.

STEPHEN'S PATH

STEPHEN'S TRAIL

NORTH LAKE DRIVE

FOXMOOR DRIVE

FOXRUN PLACE

HUNTINGTON DRIVE

SILVER DRIVE

OAKS DRIVE

BRENTWOOD DRIVE

W

U2

U1

M

L

G

F

V

N

SMITH PARCEL #1 1.00 AC.

STEPHEN'S PATH

STEPHEN'S TRAIL

NORTH LAKE DRIVE

FOXMOOR DRIVE

FOXRUN PLACE

HUNTINGTON DRIVE

SILVER DRIVE

OAKS DRIVE

BRENTWOOD DRIVE

W

U2

U1

M

L

G

F

V

N

SMITH PARCEL #1 1.00 AC.

STEPHEN'S PATH

STEPHEN'S TRAIL

NORTH LAKE DRIVE

FOXMOOR DRIVE

FOXRUN PLACE

HUNTINGTON DRIVE

SILVER DRIVE

OAKS DRIVE

BRENTWOOD DRIVE

W

U2

U1

M

L

G

F

V

N

SMITH PARCEL #1 1.00 AC.

STEPHEN'S PATH

STEPHEN'S TRAIL

NORTH LAKE DRIVE

FOXMOOR DRIVE

FOXRUN PLACE

HUNTINGTON DRIVE

SILVER DRIVE

OAKS DRIVE

BRENTWOOD DRIVE

W

U2

U1

M

L

G

F

V

N

SMITH PARCEL #1 1.00 AC.

STEPHEN'S PATH

STEPHEN'S TRAIL

NORTH LAKE DRIVE

FOXMOOR DRIVE

FOXRUN PLACE

HUNTINGTON DRIVE

SILVER DRIVE

OAKS DRIVE

BRENTWOOD DRIVE

W

U2

U1

M

L

G

F

V

N

SMITH PARCEL #1 1.00 AC.

STEPHEN'S PATH

STEPHEN'S TRAIL

NORTH LAKE DRIVE

FOXMOOR DRIVE

FOXRUN PLACE

HUNTINGTON DRIVE

SILVER DRIVE

OAKS DRIVE

BRENTWOOD DRIVE

W

U2

U1

M

L

G

F

V

N

SMITH PARCEL #1 1.00 AC.

STEPHEN'S PATH

STEPHEN'S TRAIL

NORTH LAKE DRIVE

FOXMOOR DRIVE

FOXRUN PLACE

HUNTINGTON DRIVE

SILVER DRIVE

OAKS DRIVE

BRENTWOOD DRIVE

W

U2

U1

M

L

G

F

V

N

SMITH PARCEL #1 1.00 AC.

STEPHEN'S PATH

STEPHEN'S TRAIL

NORTH LAKE DRIVE

FOXMOOR DRIVE

FOXRUN PLACE

HUNTINGTON DRIVE

SILVER DRIVE

OAKS DRIVE

BRENTWOOD DRIVE

W

U2

U1

M

L

G

F

V

N

SMITH PARCEL #1 1.00 AC.

STEPHEN'S PATH

STEPHEN'S TRAIL

NORTH LAKE DRIVE

FOXMOOR DRIVE

FOXRUN PLACE

HUNTINGTON DRIVE

SILVER DRIVE

OAKS DRIVE

BRENTWOOD DRIVE

W







## William Poe

---

**From:** Lance Smith <lancesmith080@gmail.com>  
**Sent:** Thursday, January 6, 2022 4:55 PM  
**To:** Todd Vandenberg; William Poe; Matt Maggard  
**Cc:** chadp.phs@gmail.com; Matt Hulbert (matt@matthulbertrealty.com); Clarke Hobby; Alex Hulbert  
**Subject:** Re: FW: Silver Oaks MAP

### **EXTERNAL EMAIL**

All,

This afternoon it was agreed both by Premier Housing Investments LLC, and Smith Cattle & Grove, Inc. to withdraw the Silver Oaks PUD modification application. The PUD will remain in its current state. I apologize for any inconvenience and do appreciate the work that was put forth on this issue.

Thanks,



Lance  
**Smith**  
Realty

**Lance Smith 813-997-3981**

On Thu, Jan 6, 2022 at 1:43 PM Alex Hulbert <[ahulbert@bgeinc.com](mailto:ahulbert@bgeinc.com)> wrote:

FYI

Alex Hulbert, Project Manager

BGE, Inc.

**Main:** 813-848-0901

**Direct:** 813-467-7404



## ***PROCLAMATION***

**WHEREAS**, Judy Williams is a long-time resident of Zephyrhills whose children all graduated from Zephyrhills High School as well as all her grandchildren with the exception of one who graduated from the Cambridge Program at Pasco High School; and

**WHEREAS**, Judy Williams held the position of Discipline Assistant at Zephyrhills High School for 22 years, retired for one year, and returned to Zephyrhills High School as the Parent Involvement Coordinator; and

**WHEREAS**, Judy Williams provides parent education to help break the holds of poverty by soliciting local business owners within the community to teach parents the skills to balance checkbooks, save money, complete job applications, use computers, interview for jobs, and invest money beginning with \$2 to \$3 a month; and

**WHEREAS**, Judy Williams coordinates the Weekend Backpack Program, Bulldog Boutique and the Assist, Believe and Care (ABC) Program that provided over 50 students and their families with food over the holiday breaks along with gifts for the children. She also distributed gift cards to homeless families during the holiday season; and

**WHEREAS**, it is with honor and gratitude that the Zephyrhills community recognize Judy Williams for her tireless efforts to provide for the children in need within our community.

**NOW, THEREFORE**, I, Gene Whitfield, by virtue of the authority vested in me as Mayor of the City of Zephyrhills in the State of Florida, do hereby recognize and congratulate Judy Williams for outstanding support to those in need.

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused to be affixed the official seal of the City of Zephyrhills, Pasco County, Florida on this 10<sup>th</sup> day of January, 2022.

---

Gene Whitfield, Mayor

Attest: \_\_\_\_\_

Lori L. Hillman, City Clerk





## ***PROCLAMATION***

**WHEREAS,** in 1872 J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees; and

**WHEREAS,** this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska; and

**WHEREAS,** Arbor Day is now observed throughout the nation and the world; and

**WHEREAS,** trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce oxygen and provide habitat for wildlife; and

**WHEREAS,** trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products; and

**WHEREAS,** trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community; and

**WHEREAS,** trees, wherever they are planted, are a source of joy and spiritual renewal.

**NOW, THEREFORE,** I, Gene Whitfield, by virtue of the authority vested in me as Mayor of the City of Zephyrhills, do hereby proclaim Friday, January 21, 2022

### **ARBOR DAY**

in the City of Zephyrhills and urge all citizens to celebrate Arbor Day, support efforts to protect our trees and woodlands, plant trees to gladden the heart and promote the well-being of this and future generations.

**IN WITNESS WHEREOF,** I have hereunto set my hand and caused to be affixed the official seal of the City of Zephyrhills, Pasco County, Florida on this 10<sup>th</sup> day of January, 2022.

\_\_\_\_\_  
Gene Whitfield, Mayor

Attest: \_\_\_\_\_  
Lori L. Hillman, City Clerk

## **REGULAR COUNCIL MEETING**

A Regular Council Meeting was held on December 13, 2021 at 6:00 p.m. in the Council Chambers of City Hall.

President Knight called the meeting to order. Roll call was taken. Present were members Kenneth Burgess, Jodi Wilkeson, Alan Knight, Charles Proctor, Lance Smith and Mayor Whitfield. City Manager William Poe was also present. City Attorney Matthew Maggard was absent.

Staff present: Police Chief Derek Brewer, Public Works Director Shane LeBlanc, Utilities Director John Bostic, Building Official Bill Burgess, Director of Planning Todd Vande Berg, CRA Director Gail Hamilton, IT Director Mike Panak, Airport Manager Nathan Coleman, Senior Planner Rodney Corriveau, Historic Preservation Specialist and Community Planner Audrey McGuire, GIS Technician and City Planner Kevin Kelly, Water Superintendent C.J. Funnell, Water Distribution Foreman Bruce Sellars, Water Treatment Plant Operator Eric Martin, Utility Service Worker III Dennis Farr, Utility Service Worker III Jeremy Farr and Finance Supervisor Jessica Carter.

Pastor Nick Deford gave the Invocation. Alan Knight asked everyone to bow their heads in silence for the citizens of Kentucky. The Pledge of Allegiance followed.

### **1. MAYOR**

#### **1.1 Swearing-in of New Officers**

Police Chief Derek Brewer introduced and swore in four (4) new patrol officers (Jailene Colon, Kirk Jadotte, Celeste Tojyat, and Nickolas Cherubino).

#### **1.2 Presentation to Utilities Department – Water Division**

Mayor Whitfield congratulated and recognized employees of the City's Water Department for receiving a First Place Award for Outstanding Water Distribution System, Division 3, at the Florida Section of American Water Works Association's 2021 Fall Conference.

#### **1.3 Employees of the Year**

City Manager William Poe announced the 2021 Employees of the Year; Jessica Carter and Dennis Farr who received an award with a certificate for a free day off.

### **2. CONSENT ITEMS**

#### **2.1 Zephyrhills Police Department In-Car Camera Purchase**

#### **2.2 Command Post Refurbishment**

#### **2.3 Skydive City Sublet Agreement with General Services Administration SOCOM**

#### **2.4 Request Council Approval for the Jones Edmunds – Ft. King Water Main, Amendment No. 1**

#### **2.5 Fuel Farm Bid No. 11-21-04 Change Order No. 1**

#### **2.6 Approval of Grapple Truck for Streets/Sanitation through the Florida Sheriff's Association Contract**

Charles Proctor moved to approve the Consent Items. Seconded by Lance Smith. Motion passed unanimously.

### **BUSINESS ITEMS**

### **3. PUBLIC HEARING**

**3.1 Second Reading ORDINANCE NO. 1432-21 – “AN ORDINANCE OF THE CITY OF ZEPHYRHILLS, FLORIDA MODIFYING THE MASTER PLAN FOR SILVER OAKS PLANNED UNIT DEVELOPMENT (PUD); PROVIDING FOR CONFLICT, SEVERABILITY, AND AN EFFECTIVE DATE.”**

City Manager William Poe requested Ordinance No. 1432-21 be postponed to January 10, 2022.

Councilman Smith stated a Conflict of Interest as the Applicant and recused himself from voting.

Jodi Wilkeson moved to postpone Ordinance No. 1432-21 Silver Oaks PUD Amendment to January 10, 2022. Seconded by Charles Proctor. Motion passed unanimously, 4-0.  
Councilman Smith returned to the dias.

3.2 Second Reading **ORDINANCE NO. 1430-21 - "AN ORDINANCE OF THE CITY OF ZEPHYRHILLS, FLORIDA, AN ORDINANCE ESTABLISHING THE ABBOTT SQUARE COMMUNITY DEVELOPMENT DISTRICT PURSUANT TO CHAPTER 190, FLORIDA STATUTES; PROVIDING FOR AUTHORITY AND POWER OF THE DISTRICT; PROVIDING FOR POWERS AND DUTIES OF THE DISTRICT; PROVIDING FOR THE BOARD OF SUPERVISORS OF THE DISTRICT; PROVIDING FOR THE DISTRICT BUDGET; PROVIDING FOR FUNCTIONS OF THE DISTRICT; PROVIDING FOR MISCELLANEOUS PROVISIONS; AND AN EFFECTIVE DATE."**

City Manager William Poe read Ordinance No. 1430-21 by title. A public hearing was held and there were no comments from the floor.

Kenneth Burgess moved to approve Ordinance No.1430-21 on the Second Reading. Seconded by Lance Smith. Motion passed unanimously, 5-0.

3.3 Second Reading **ORDINANCE NO. 1431-21 – “AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF ZEPHYRHILLS, FLORIDA AMENDING TABLE 2.02.01 (ALLOWABLE USES IN ZONING DISTRICTS) OF THE LAND DEVELOPMENT CODE; PROVIDING FOR REPEALER, SEVERABILITY, INCLUSION IN THE CODE, AND AN EFFECTIVE DATE.”**

City Manager William Poe read Ordinance No. 1431-21 by title. A public hearing was held and there were no comments from the floor.

Lance Smith moved to approve Ordinance No.1431-21 on the Second Reading. Seconded by Kenneth Burgess. Motion passed unanimously, 5-0.

3.4 First Reading **RESOLUTION NO. 787-21 – “A RESOLUTION RELATED TO PET CARE SERVICES (INDOOR/OUTDOOR); APPROVING A CONDITIONAL USE TO ALLOW FOR THE UPDATE OF THE DEFINITION IN TABLE 2.02.01 OF THE CITY OF ZEPHYRHILLS LAND DEVELOPMENT CODE; AND PROVIDING FOR AN EFFECTIVE DATE.”**

City Manager William Poe read Resolution No. 787-21 by title. GIS Technician and City Planner Kevin Kelly stated Hound’s Town Pet Care Services is located at 6440 Fort King Road, holds a conditional use permit to open a dog daycare, and is in compliance with C2 zoning. The Site Plan Review Committee and Planning Commission recommended approval with three (3) conditions; include a site perimeter fence, fence in outdoor play area, and upgrade existing landscaping to Type A landscaping. A public hearing was held and Michael Gould – 12 Garrity Avenue – Ronkonkoma, NY spoke from the floor stating he is the Founder of Hounds Town Pet Care Services and provided fencing sketches for Council’s review.

Jodi Wilkeson moved to approve Resolution No.787-21 on the First Reading. Seconded by Charles Proctor. Motion passed unanimously, 5-0.

#### **4. CITIZEN COMMENTS**

4.1 Eddy Knapp – 5621 Frontier Drive – Zephyrhills, FL 33540 addressed Low Flying Aircraft

Mr. Knapp spoke on behalf of Frontier Drive residents regarding low flying aircraft. He said an ordinance was enacted last year preventing low altitude flying which is happening with tow planes. He said he called the operator of the tow planes in an attempt to resolve the problem and was told by the owner that he received permission to fly the right-hand pattern from the Airport Manager. He said this is a safety concern not to mention the noise being created. He said FAA operational standards state you cannot fly over houses at 200 feet and requested Council take action. He said an FAA inspector has been assigned to his complaint and is currently awaiting Council’s decision.



City Manager William Poe assured Mr. Knapp through conversations that permission was not given by Airport Manager Nathan Coleman to fly a right-hand pattern relative to the tow planes and their altitude. Airport Manager Nathan Coleman met with the tow plane pilots informing them of the issue. He said the FAA will conduct an investigation and if they find a violation, they will issue a citation. He said as a pilot, they are in control and should take routes to avoid conflict. He said staff has informed the business owner and the FAA is investigating; the proper processes are being followed.

John Watson – 5339 Frontier Drive – Zephyrhills, FL 33540

Mr. Watson said he has flown for many years and the FAA can track a plane beginning when the pilot starts their engine, to the altitude the plane is operating, and where the plane has been. He said the tow planes are flying 200 feet over the houses on Frontier Drive which is in violation of FAA rules and there will be a visit from an FAA Inspector to observe the flight pattern.

**MAYOR ANNOUNCEMENTS** – Mayor Whitfield thanked Councilman Lance Smith and Planning Director Todd Vande Berg for their work with the Metropolitan Planning Organization (MPO) on Wire Road improvements. He recognized Police Chief Brewer for filling vacancies in his department.

**CITY MANAGER ANNOUNCEMENTS** – City Manager William Poe said the Festival of Lights Parade was a success. He reminded everyone that the December 27<sup>th</sup> meeting was canceled and wished everyone a Merry Christmas and a Happy New Year.

**CITY ATTORNEY ANNOUNCEMENTS** – N/A

**CITY COUNCIL COMMENTS** – Vice President Wilkeson congratulated the board, staff, Army of volunteers and participants of Main Street who made the Festival of Lights Parade a huge success. She thanked the organizers of the City's Christmas Party and congratulated Jessica Carter and Dennis Farr.

Councilman Proctor thanked Police Chief Brewer for his leadership as well as City staff involved in planning the Christmas Party.

Councilman Smith thanked Councilwoman Wilkeson for sharing her car for the Festival of Lights Parade. He referred to the Abbott Square CDD (Community Development District) on the agenda where the City authorized the CDD to create a governmental entity. He said a CDD is a government entity that issues bonds for the construction of infrastructure within their community. A CDD allows developers to construct amenities that could not otherwise be provided.

Councilman Burgess recognized and thanked the people involved with the Festival of Lights Parade and the City's Christmas Party. He congratulated Jessica Carter and Dennis Farr for employee of the year and acknowledged Police Chief Brewer on the new officers. He said on the heels of the disaster in Kentucky, he stressed the importance for staff to review the City's procedures for a natural disaster.

Council President Knight echoed the Festival of Lights Parade comments and congratulated Police Chief Brewer on the new officers. He asked everyone to remember the people in Kentucky.

**4. NOTED ITEMS:**

- 4.1 Sale of 5031 Airport Road (Parcel No. 12-26-21-0000-4900-0030) to Kerns Family Construction
- 4.2 United Way of Pasco 2022 Tax Season Agreement

Meeting adjourned: 6:50 p.m.

Submitted by Lori Hillman (not present at December 13, 2021 meeting).

# FORM 8B MEMORANDUM OF VOTING CONFLICT FOR COUNTY, MUNICIPAL, AND OTHER LOCAL PUBLIC OFFICERS

|                                                             |                                                                                                                                                                                                               |
|-------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| LAST NAME—FIRST NAME—MIDDLE NAME<br><b>Smith Lance Alan</b> | NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE<br><b>Zephyrhills City Council Seat 1</b>                                                                                                         |
| MAILING ADDRESS<br><b>6426 Huntington Dr.</b>               | THE BOARD, COUNCIL, COMMISSION, AUTHORITY OR COMMITTEE ON WHICH I SERVE IS A UNIT OF:<br><input checked="" type="checkbox"/> CITY <input type="checkbox"/> COUNTY <input type="checkbox"/> OTHER LOCAL AGENCY |
| CITY      COUNTY<br><b>Zephyrhills      Pasco</b>           | NAME OF POLITICAL SUBDIVISION:<br><b>Zephyrhills</b>                                                                                                                                                          |
| DATE ON WHICH VOTE OCCURRED<br><b>12/13/21</b>              | MY POSITION IS:<br><input checked="" type="checkbox"/> ELECTIVE <input type="checkbox"/> APPOINTIVE                                                                                                           |

## WHO MUST FILE FORM 8B

This form is for use by any person serving at the county, city, or other local level of government on an appointed or elected board, council, commission, authority, or committee. It applies to members of advisory and non-advisory bodies who are presented with a voting conflict of interest under Section 112.3143, Florida Statutes.

Your responsibilities under the law when faced with voting on a measure in which you have a conflict of interest will vary greatly depending on whether you hold an elective or appointive position. For this reason, please pay close attention to the instructions on this form before completing and filing the form.

## INSTRUCTIONS FOR COMPLIANCE WITH SECTION 112.3143, FLORIDA STATUTES

A person holding elective or appointive county, municipal, or other local public office **MUST ABSTAIN** from voting on a measure which would inure to his or her special private gain or loss. Each elected or appointed local officer also **MUST ABSTAIN** from knowingly voting on a measure which would inure to the special gain or loss of a principal (other than a government agency) by whom he or she is retained (including the parent, subsidiary, or sibling organization of a principal by which he or she is retained); to the special private gain or loss of a relative; or to the special private gain or loss of a business associate. Commissioners of community redevelopment agencies (CRAs) under Sec. 163.356 or 163.357, F.S., and officers of independent special tax districts elected on a one-acre, one-vote basis are not prohibited from voting in that capacity.

For purposes of this law, a "relative" includes only the officer's father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law. A "business associate" means any person or entity engaged in or carrying on a business enterprise with the officer as a partner, joint venturer, coowner of property, or corporate shareholder (where the shares of the corporation are not listed on any national or regional stock exchange).

\* \* \* \* \*

### ELECTED OFFICERS:

In addition to abstaining from voting in the situations described above, you must disclose the conflict:

PRIOR TO THE VOTE BEING TAKEN by publicly stating to the assembly the nature of your interest in the measure on which you are abstaining from voting; *and*

WITHIN 15 DAYS AFTER THE VOTE OCCURS by completing and filing this form with the person responsible for recording the minutes of the meeting, who should incorporate the form in the minutes.

\* \* \* \* \*

### APPOINTED OFFICERS:

Although you must abstain from voting in the situations described above, you are not prohibited by Section 112.3143 from otherwise participating in these matters. However, you must disclose the nature of the conflict before making any attempt to influence the decision, whether orally or in writing and whether made by you or at your direction.

IF YOU INTEND TO MAKE ANY ATTEMPT TO INFLUENCE THE DECISION PRIOR TO THE MEETING AT WHICH THE VOTE WILL BE TAKEN:

- You must complete and file this form (before making any attempt to influence the decision) with the person responsible for recording the minutes of the meeting, who will incorporate the form in the minutes. (Continued on page 2)

## APPOINTED OFFICERS (continued)

- A copy of the form must be provided immediately to the other members of the agency.
- The form must be read publicly at the next meeting after the form is filed.

IF YOU MAKE NO ATTEMPT TO INFLUENCE THE DECISION EXCEPT BY DISCUSSION AT THE MEETING:

- You must disclose orally the nature of your conflict in the measure before participating.
- You must complete the form and file it within 15 days after the vote occurs with the person responsible for recording the minutes of the meeting, who must incorporate the form in the minutes. A copy of the form must be provided immediately to the other members of the agency, and the form must be read publicly at the next meeting after the form is filed.

## DISCLOSURE OF LOCAL OFFICER'S INTEREST

I, Lance Smith, hereby disclose that on 12/13, 20 21 :

(a) A measure came or will come before my agency which (check one or more)

- ☒ inured to my special private gain or loss;
- ☐ inured to the special gain or loss of my business associate, \_\_\_\_\_ ;
- ☐ inured to the special gain or loss of my relative, \_\_\_\_\_ ;
- ☐ inured to the special gain or loss of \_\_\_\_\_ , by  
whom I am retained; or
- ☐ inured to the special gain or loss of \_\_\_\_\_ , which  
is the parent subsidiary, or sibling organization or subsidiary of a principal which has retained me.

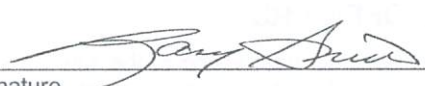
(b) The measure before my agency and the nature of my conflicting interest in the measure is as follows:

I am a shareholder and President of Smith Cattle & Groves, Inc. the applicant for the Silver Oaks PUD modification.

If disclosure of specific information would violate confidentiality or privilege pursuant to law or rules governing attorneys, a public officer, who is also an attorney, may comply with the disclosure requirements of this section by disclosing the nature of the interest in such a way as to provide the public with notice of the conflict.

12/22/21

Date Filed

Signature 

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES §112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED \$10,000.



## **REGULAR COUNCIL MEETING**

A Regular Council Meeting was held on November 29, 2021 at 6:00 p.m. in the Council Chambers of City Hall.

President Knight called the meeting to order. Roll call was taken. Present were members Kenneth Burgess, Jodi Wilkeson, Alan Knight, Charles Proctor, Lance Smith and Mayor Whitfield. City Manager William Poe and City Attorney Matthew Maggard were also present.

Staff present: Police Lieutenant Matt Hillen, Public Works Director Shane LeBlanc, Director of Planning Todd Vande Berg, HR Director Sandra Amerson, CRA Director Gail Hamilton, IT Director Mike Panak, Historic Preservation Specialist and Community Planner Audrey McGuire, and City Clerk Lori Hillman.

Alan Knight gave the Invocation. The Pledge of Allegiance followed.

### **1. MAYOR**

1.1 Greg First Proclamation

1.2 Kerry Ryman Proclamation

City Clerk Lori Hillman read aloud proclamations presented to Greg First and Kerry Ryman by Mayor Whitfield.

Jodi Wilkeson moved to add Emergency Item 1.3 per Mayor Whitfield's request. Seconded by Lance Smith. Motion passed unanimously.

1.3 Emergency Item

Councilman Smith introduced Steve Spina, President of the American Society for Public Administration, Suncoast Chapter.

Dr. Spina said each year the Suncoast Chapter of the American Society for Public Administration hosts a public service celebration to present awards to local elected and appointed officials for their service to the community. He presented a synopsis of his nomination of Community Redevelopment Agency Director Gail Hamilton for the Joan Ellen Pynes Excellence in Nonprofit Leadership & Management Award and a synopsis of his nomination of Councilman Charles Proctor for the Bill Horne Public Service Exemplar Award.

### **2. CONSENT ITEMS**

2.1 November 8, 2021 Regular Meeting Minutes

2.2 Request Council Approval on Florida Design Contractors – Change Order No. 3 – WWTP AWT Project

2.3 Approval of Airport Rescue Grant No. 24-21-09

2.4 Approval to Purchase a Chevy Silverado 2,500 HD for the Wastewater Division from Alan Jay Chevrolet

2.5 Approval to Purchase a Generator at the Tank Site for the Water Division by RCM Utilities

2.6 Approval to Purchase a Tractor/Loader/Backhoe for the Water Division from Caterpillar

2.7 Approval of First Amendment to the Zephyrhills Golf Course Lease No. 29-21-01 – Under Par, Inc.

Kenneth Burgess moved to approve the Consent Items. Seconded by Lance Smith. Motion passed unanimously.

## **BUSINESS ITEMS**

### **3. CITY MANAGER'S REPORT**

3.2 Schedule a Date for the 2022 Municipal Election Mayor's Caucus

City Manager William Poe said the qualifying period for the upcoming Municipal Election of April 12, 2022 begins Tuesday, February 8<sup>th</sup> at noon and ends Tuesday, February 15<sup>th</sup> at noon. He requested Council schedule a date and time to host a Mayor's Caucus following the qualifying period to accept candidate petitions for Council Seats 1 and 4.



Council concurred to schedule a Mayor's Caucus Tuesday, February 15<sup>th</sup> at 6:00 p.m. in Council Chambers.

#### **4. CITY ATTORNEY'S REPORT**

4.1 First Reading **ORDINANCE NO. 1430-21 - "AN ORDINANCE OF THE CITY OF ZEPHYRHILLS, FLORIDA, AN ORDINANCE ESTABLISHING THE ABBOTT SQUARE COMMUNITY DEVELOPMENT DISTRICT PURSUANT TO CHAPTER 190, FLORIDA STATUTES; PROVIDING FOR AUTHORITY AND POWER OF THE DISTRICT; PROVIDING FOR POWERS AND DUTIES OF THE DISTRICT; PROVIDING FOR THE BOARD OF SUPERVISORS OF THE DISTRICT; PROVIDING FOR THE DISTRICT BUDGET; PROVIDING FOR FUNCTIONS OF THE DISTRICT; PROVIDING FOR MISCELLANEOUS PROVISIONS; AND AN EFFECTIVE DATE."**

City Attorney Matthew Maggard read Ordinance No. 1430-21 by title. Planning Director Todd Vande Berg referred to Apfel Road on the southern boundary of the map provided as Exhibit A and stated the correct name is Althea Lane.

Charles Proctor moved to approve Ordinance No. 1430-21 on the First Reading. Seconded by Lance Smith. Motion passed unanimously.

4.2 First Reading **ORDINANCE NO. 1431-21 – "AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF ZEPHYRHILLS, FLORIDA AMENDING TABLE 2.02.01 (ALLOWABLE USES IN ZONING DISTRICTS) OF THE LAND DEVELOPMENT CODE; PROVIDING FOR REPEALER, SEVERABILITY, INCLUSION IN THE CODE, AND AN EFFECTIVE DATE."**

City Attorney Matthew Maggard read Ordinance No. 1431-21 by title. Historic Preservation Specialist and Community Planner Audrey McGuire said this is an amendment to Table 2.02.01, Allowable Uses, in the Land Development Code. The majority of changes are clarifying the overall intent of the definitions with code referenced changes and the correction of inconsistencies and typos.

Jodi Wilkeson moved to approve Ordinance No. 1431-21 on the First Reading. Seconded by Kenneth Burgess. Motion passed unanimously.

4.3 First Reading **ORDINANCE NO. 1432-21 – "AN ORDINANCE OF THE CITY OF ZEPHYRHILLS, FLORIDA MODIFYING THE MASTER PLAN FOR SILVER OAKS PLANNED UNIT DEVELOPMENT (PUD); PROVIDING FOR CONFLICT, SEVERABILITY, AND AN EFFECTIVE DATE."**

City Attorney Matthew Maggard read Ordinance No. 1432-21 by title.

Councilman Smith stated a Conflict of Interest, as the Applicant, and recused himself from voting. Council President Knight dismissed Councilman Smith at 6:21 p.m. to attend an Athletic Event.

Planning Director Todd Vande Berg said a petition was submitted by Smith Cattle and Grove for a text amendment to the Silver Oaks PUD Master Plan located on Eiland Blvd. between Massey Road on the east and Simons Road on the west. He said over the years, there have been multiple revisions to the Silver Oaks PUD Master Plan within the threshold of the originally approved intent and density. The current PUD Master Plan is two-storey multi-family apartments and the applicant is proposing to remove the two-storey limitation. Applicant is requesting a minor change to remove the verbiage for RV storage at the triangular parcel at the corner of Fountain and Founder's Roads for development potential and stricken the Fountain Road right-of-way dedication on the original plan since Fountain Road has been improved and constructed by the City of Zephyrhills.

Mr. Vande Berg said property owners adjoining areas of the proposed multi-family homes were present at the Planning Commission meeting to voice their concerns with traffic, the height of buildings and sinkhole probability. Mr. Vande Berg responded to the concerns by explaining improving Eiland Blvd. to four lanes is a priority to address with the Metropolitan Planning Organization (MPO) and County Commissioners. He said traffic improvements have

occurred in the area with a traffic light installed at Geiger Road and Eiland Blvd. and the main road within Silver Oaks will connect to Geiger Road to improve traffic circulation. Sinkhole probability is an engineering issue but staff does not anticipate any problems. He addressed increasing building heights from two- storey to three-storey by explaining the orientation of buildings and their proximity to the property boundary lines, how and where the perimeter landscape buffer would be located, and the size of the retention pond and parking.

A conversation began with Council members voicing their concerns with preserving the initial concept and intent of the original PUD's uniqueness of walkability with porches next to the sidewalk along with an opportunity to compromise for best use with three-storey townhomes verses massive three-story apartment buildings. A discussion ensued relating to the negative aesthetic impact of placing a three-storey building next to a one-storey building due to the elevation and view from Eiland Blvd. and leaving the buildings along Eiland Blvd. two-storey and placing multi-story apartments abutting the retention pond. Current and proposed density was discussed which will be less than originally approved. A possible solution was reached to remove apartment verbiage/language and add a condition that if apartment buildings were desired in the future, they would require Council's approval.

Spoke from the floor: BGE, Inc. Project Manager Alex Hulbert – 2203 N. Lois Avenue – Tampa, FL 33607

Mr. Hulbert said he represents the applicant and the potential developer who have pivoted from apartments to townhomes to match the aesthetics of the community. He said he will have to confirm apartment buildings are completely out of the question but stated townhomes are currently being viewed. A garage would be added to the rear of the townhomes on the first floor with living space on the second and third floors. The front of the building will face the main street with an alley in the back for rear loading. An alleyway would be placed between two rows of townhomes with one section of townhomes facing Eiland Blvd. and one section of townhomes facing the interior. He said the applicant and developer are concerned with being good neighbors and will adhere to the remainder of the PUD to include buffers and trails.

Planning Director Todd Vande Berg said staff is not opposed to creating design standards for the multi-family development to address the public/private realm and pedestrian element. He said staff's intent was to continue the Traditional Neighborhood Development (TND) Type Design for consistency and if the applicant's representative is committed to units facing the street, rear loaded, staff will go on record to have the language added as a condition to the PUD Master Plan and the applicant will submit plans reflecting same.

City Manager William Poe said staff and the applicant's representative understand Council's concerns and requested conversations take place to address the design and verbiage of apartments/townhomes and bring this time back for the second reading to approve, deny or continue.

Kenneth Burgess moved to approve Ordinance No. 1432-21 with changes as discussed on the First Reading. Seconded by Charles Proctor. Motion passed unanimously, 4-0.

### **CITIZEN COMMENTS**

Spoke from the Floor: Kimberly Barker – 14232 17<sup>th</sup> Street – Dade City, FL 33523

Ms. Barker said she is a life-long resident of east Pasco and lives in Dade City. She voiced strong concerns with the Hercules Park property being considered for a BMX park. She said there was a lengthy discussion tonight on high density residential on Eiland Blvd. and stated having an amenity at Hercules Park that draws bicyclists and young pedestrian traffic to cross one of the largest intersections in the City of Zephyrhills if of great concern. She asked Council to pump the brakes and reevaluate what is being done with the property and look at what will add the greatest value to the community. The second issue she addressed was transient and homeless people on the Hercules property. She would like Council to eliminate the homeless on property located next to the Elementary School.

Spoke from the Floor: Ashley Pollard – 35982 Saddle Palm Way – Zephyrhills, FL  
33542

Mr. Pollard urged Council to send a letter to FDOT to finish the intersection at Eiland Blvd. and SR-54. He asked Council to read the City’s Mission Statement that references a small town. He said Council’s decision to build, build, build, does not match the City’s Mission Statement. He referred to No. 10 of Ordinance 1247-15, an amendment to Ordinance 906-04, relating to the Silverado Community and read aloud, “Developer shall provide a connection point for an inter- neighborhood street connection between Village Five and the proposed future phase of the Cottages at Silver Oaks to the east, as well as, an inter-neighborhood connection to the proposed Chapel Creek residential development to the west.” He said has a problem with people using a road that the residents of the community pay for. He said the ordinance was approved by Council and requested they take a look at it. He ended is stating he was waiting for a response from City Attorney Matthew Maggard and a copy of the Master Plan for Silverado from Planning Director Todd Vande Berg.

**MAYOR ANNOUNCEMENTS** – Mayor Whitfield thanked Greg First and Kerry Ryman for all they do for our community and congratulated Gail Hamilton and Charles Proctor for their awards. He encouraged everyone to lobby our state representative and state senator for the completion of SR-54 and Eiland Blvd.

**CITY MANAGER ANNOUNCEMENTS** – City Manager William Poe said D.A.B. Constructors closed their doors leaving the intersection of CR-54 and Eiland Blvd. abandoned. The state of Florida are out to bid and are diligently working on a solution.

**CITY ATTORNEY ANNOUNCEMENTS** – N/A

**CITY COUNCIL COMMENTS** – Councilman Burgess congratulated Gail Hamilton and Charles Proctor for their awards. He said there is a lot that goes on behind the scenes with hosting a Friday night football game and to have volunteers available to announce and run the clock for 40 years is a great relief.

Councilman Proctor thanked Dr. Spina and everyone involved with his nomination and said it is a great honor to receive the Bill Horne Public Service Exemplar Award. He congratulated Gail Hamilton on her award.

Council Vice President Wilkeson said she can’t think of anyone more deserving than Councilman Proctor and Gail Hamilton. She said the increase in property values in the CRA District, particularly in the Historic District, have exponentially risen and has to do with the CRA Director’s efforts and the Main Street Committee’s Board that have engaged and attracted people who embrace the character of the historic homes and the fabric of the community. She said the City cannot prevent people from developing their properties to their highest and best use.

Council President Knight said he is proud of what Council and the City Manager have down for the growth of the City of Zephyrhills. He reminded everyone of the Festival of Lights Parade at 7:00 p.m. on December 4<sup>th</sup>.

**5. NOTED ITEMS:**

- 5.1 Sale of 5031 Airport Road and Parcel 12-26-21-0000-04900-0030 – Tony and Linda Kerns
- 5.2 Zephyr Lakes Phases 1A, 2A, 2B, and 4A Performance Bond Release
- 5.3 Zephyr Lakes Phase 2D Performance Bond Release

**ADJOURN**

Meeting adjourned: 7:11 p.m.  
Submitted by Lori Hillman

# FORM 8B MEMORANDUM OF VOTING CONFLICT FOR COUNTY, MUNICIPAL, AND OTHER LOCAL PUBLIC OFFICERS

|                                                      |                                                                                                                                                                                                    |
|------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| LAST NAME—FIRST NAME—MIDDLE NAME<br>Smith Lance Alan | NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE<br>Zephyrhills City Council, Seat 1                                                                                                    |
| MAILING ADDRESS<br>6426 Huntington Dr                | THE BOARD, COUNCIL, COMMISSION, AUTHORITY OR COMMITTEE ON WHICH I SERVE IS A UNIT OF:<br><input type="checkbox"/> CITY <input type="checkbox"/> COUNTY <input type="checkbox"/> OTHER LOCAL AGENCY |
| CITY COUNTY<br>Zephyrhills                           | NAME OF POLITICAL SUBDIVISION:<br>Zephyrhills                                                                                                                                                      |
| DATE ON WHICH VOTE OCCURRED<br>11/29/21              | MY POSITION IS:<br><input checked="" type="checkbox"/> ELECTIVE <input type="checkbox"/> APPOINTIVE                                                                                                |

## WHO MUST FILE FORM 8B

This form is for use by any person serving at the county, city, or other local level of government on an appointed or elected board, council, commission, authority, or committee. It applies to members of advisory and non-advisory bodies who are presented with a voting conflict of interest under Section 112.3143, Florida Statutes.

Your responsibilities under the law when faced with voting on a measure in which you have a conflict of interest will vary greatly depending on whether you hold an elective or appointive position. For this reason, please pay close attention to the instructions on this form before completing and filing the form.

## INSTRUCTIONS FOR COMPLIANCE WITH SECTION 112.3143, FLORIDA STATUTES

A person holding elective or appointive county, municipal, or other local public office **MUST ABSTAIN** from voting on a measure which would inure to his or her special private gain or loss. Each elected or appointed local officer also **MUST ABSTAIN** from knowingly voting on a measure which would inure to the special gain or loss of a principal (other than a government agency) by whom he or she is retained (including the parent, subsidiary, or sibling organization of a principal by which he or she is retained); to the special private gain or loss of a relative; or to the special private gain or loss of a business associate. Commissioners of community redevelopment agencies (CRAs) under Sec. 163.356 or 163.357, F.S., and officers of independent special tax districts elected on a one-acre, one-vote basis are not prohibited from voting in that capacity.

For purposes of this law, a "relative" includes only the officer's father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law. A "business associate" means any person or entity engaged in or carrying on a business enterprise with the officer as a partner, joint venturer, coowner of property, or corporate shareholder (where the shares of the corporation are not listed on any national or regional stock exchange).

\* \* \* \* \*

### ELECTED OFFICERS:

In addition to abstaining from voting in the situations described above, you must disclose the conflict:

PRIOR TO THE VOTE BEING TAKEN by publicly stating to the assembly the nature of your interest in the measure on which you are abstaining from voting; *and*

WITHIN 15 DAYS AFTER THE VOTE OCCURS by completing and filing this form with the person responsible for recording the minutes of the meeting, who should incorporate the form in the minutes.

\* \* \* \* \*

### APPOINTED OFFICERS:

Although you must abstain from voting in the situations described above, you are not prohibited by Section 112.3143 from otherwise participating in these matters. However, you must disclose the nature of the conflict before making any attempt to influence the decision, whether orally or in writing and whether made by you or at your direction.

IF YOU INTEND TO MAKE ANY ATTEMPT TO INFLUENCE THE DECISION PRIOR TO THE MEETING AT WHICH THE VOTE WILL BE TAKEN:

- You must complete and file this form (before making any attempt to influence the decision) with the person responsible for recording the minutes of the meeting, who will incorporate the form in the minutes. (Continued on page 2)



## APPOINTED OFFICERS (continued)

- A copy of the form must be provided immediately to the other members of the agency.
- The form must be read publicly at the next meeting after the form is filed.

IF YOU MAKE NO ATTEMPT TO INFLUENCE THE DECISION EXCEPT BY DISCUSSION AT THE MEETING:

- You must disclose orally the nature of your conflict in the measure before participating.
- You must complete the form and file it within 15 days after the vote occurs with the person responsible for recording the minutes of the meeting, who must incorporate the form in the minutes. A copy of the form must be provided immediately to the other members of the agency, and the form must be read publicly at the next meeting after the form is filed.

## DISCLOSURE OF LOCAL OFFICER'S INTEREST

I, Lance Smith, hereby disclose that on 11/29, 20 21 :

(a) A measure came or will come before my agency which (check one or more)

- ☒ inured to my special private gain or loss;
- ☐ inured to the special gain or loss of my business associate, \_\_\_\_\_ ;
- ☐ inured to the special gain or loss of my relative, \_\_\_\_\_ ;
- ☐ inured to the special gain or loss of \_\_\_\_\_, by  
whom I am retained; or
- ☐ inured to the special gain or loss of \_\_\_\_\_, which  
is the parent subsidiary, or sibling organization or subsidiary of a principal which has retained me.

(b) The measure before my agency and the nature of my conflicting interest in the measure is as follows:

I am a shareholder and President of Smith Cattle & Groves, Inc. the applicant for the Silver Oaks PUD  
modification

If disclosure of specific information would violate confidentiality or privilege pursuant to law or rules governing attorneys, a public officer, who is also an attorney, may comply with the disclosure requirements of this section by disclosing the nature of the interest in such a way as to provide the public with notice of the conflict.

12/22/21

Date Filed

Signature



NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES §112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED \$10,000.

## **REGULAR COUNCIL MEETING**

A Regular Council Meeting was held on September 13, 2021 at 6:00 p.m. in the Council Chambers of City Hall and via GoToMeeting +1 (646) 749-3122 – Access Code: 629-214-821.

President Knight called the meeting to order. Roll call was taken. Present were members Kenneth Burgess, Jodi Wilkeson, Alan Knight, Charles Proctor, Lance Smith and Mayor Whitfield. City Manager William Poe and City Attorney Matthew Maggard were also present.

Staff present: Police Chief Derek Brewer, Public Works Director Shane LeBlanc, Director of Planning Todd Vande Berg, Finance Director Ted Beason, CRA Director Gail Hamilton, IT Director Mike Panak, Airport Manager Nathan Coleman, Historic Preservation Specialist Audrey McGuire, Finance Supervisor Jessica Carter and City Clerk Lori Hillman. Library Director Lori Brightwell attended virtually.

Alan Knight gave the Invocation. The Pledge of Allegiance followed.

### **1. MAYOR**

#### **1.1 Daughters of the American Revolution Proclamation**

City Clerk Lori Hillman read aloud a proclamation honoring the Daughters of the American Revolution. Regents of the Echibucassa Chapter NSSDA; Regent Ann Swinford, Vice Regent Marie Wunderlich, and Chapter Members Karen Patterson and Jodi Wilkeson were present to accept the proclamation from Mayor Whitfield.

### **2. CONSENT ITEMS**

#### **2.1 July 26, 2021 Regular Meeting Minutes**

#### **2.2 August 09, 2021 Regular Meeting Minutes**

#### **2.3 August 23, 2021 Regular Meeting Minutes**

#### **2.4 August 26, 2021 Special Meeting Minutes**

#### **2.5 August 26, 2021 Workshop Minutes**

#### **2.6 Approval of FAA AIP Grant No. ZPH-SOG-3-12-0089-023-2021 for the Reconstruction of Taxiway A – No. 24-21-06**

#### **2.7 Approval of State of Florida, Department of Economic Opportunity – HL135 – SVB Phase II – No. 24-21-07**

#### **2.8 Approval of Revision to Employee Policy and Procedures Manual, Section 14 (Hours of Work and Overtime)**

Jodi Wilkeson moved to approve the Consent Items. Seconded by Charles Proctor. Motion passed unanimously.

### **BUSINESS ITEMS**

### **3. PUBLIC HEARING**

#### **3.1 First Reading **ORDINANCE NO. 1422-21 – “AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ZEPHYRHILLS, FLORIDA, LEVYING THE MILLAGE RATE FOR FISCAL YEAR 2021-2022 FOR THE CITY OF ZEPHYRHILLS.”****

City Attorney Matthew Maggard read Ordinance No. 1422-21 by title. Finance Director Ted Beason stated the millage rate was set at 6.35 mills, the same rate since 2016, which is 5.34% more than the rolled back rate of 6.0279 mills as computed pursuant to Florida Statute 200.065(1). A public hearing was held and there were no comments from the audience.

Lance Smith moved to approve Business Item 3.1 setting the millage rate at 6.35 mills on the First Reading. Seconded by Charles Proctor. Motion passed unanimously.

#### **3.2 First Reading **ORDINANCE NO. 1423-21 – “AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ZEPHYRHILLS, FLORIDA, ADOPTING A BUDGET FOR THE 2021-2022 FISCAL YEAR.”****

City Attorney Matthew Maggard read Ordinance No. 1423-21 by title. A public hearing was held and there were no comments from the audience.

Jodi Wilkeson moved to approve Business Item 3.2 Ordinance No. 1423-21 on the First Reading. Seconded by Kenneth Burgess. Motion passed unanimously.

**3.3 First Reading ORDINANCE NO. 1424-21 – “AN ORDINANCE OF THE CITY OF ZEPHYRHILLS, FLORIDA ANNEXING ADDITIONAL TERRITORY TO BE INCLUDED WITHIN THE BOUNDARIES OF SAID CITY DESCRIBED AS PARCEL 04-26-21-0000-00200-0000, IN ACCORDANCE WITH SECTION 171.044, FLORIDA STATUTES, AS AMENDED.”**

City Attorney Matthew Maggard read Ordinance No. 1424-21 by title.

Councilman Smith stated a Conflict of Interest and recused himself from voting.

Planning Director Todd Vande Berg said a petition was submitted by Marianne M. Simons Trust for the annexation of 12.53 acres on the west side of Simons Road. He said a companion item, Business Item 3.8, will address the future land use and zoning. Staff and the Planning Commission recommended Council’s approval. The applicant’s representative was present to answer questions. A public hearing was held and there were no comments from the audience.

Kenneth Burgess moved to approve Ordinance No. 1424-21 on the First Reading. Seconded by Charles Proctor. Motion passed unanimously, 4-0.

Councilman Smith returned to the dias.

**3.4 First Reading ORDINANCE NO. 1425-21 – “AN ORDINANCE OF THE CITY OF ZEPHYRHILLS, FLORIDA ANNEXING ADDITIONAL TERRITORY TO BE INCLUDED WITHIN THE BOUNDARIES OF THE CITY OF ZEPHYRHILLS DESCRIBED AS PARCEL 35-25-26-21-0010-06800-0010, IN ACCORDANCE WITH SECTION 171.044, FLORIDA STATUTES, AS AMENDED.”**

City Attorney Matthew Maggard read Ordinance No. 1425-21 by title. Historic Preservation Specialist and Community Planner Audrey McGuire said this is an annexation of an enclave within the City of approximately 1.75 acres completely surrounded by other properties within the boundaries of the City and is consistent with Florida Statutes for annexation. The applicant’s representative, Tom Woodruff, was present to answer questions. A public hearing was held and there were no comments from the audience.

Charles Proctor moved to approve Ordinance No. 1425-21 on the First Reading. Seconded by Lance Smith. Motion passed unanimously.

**3.5 First Reading ORDINANCE NO. 1421-21 – “AN ORDINANCE OF THE CITY OF ZEPHYRHILLS, FLORIDA PROPOSING AN AMENDMENT TO THE CITY’S COMPREHENSIVE PLAN, SPECIFICALLY ADDING A PROPERTY RIGHTS ELEMENT (CHAPTER 11) FOR TRANSMITTAL AND AN EFFECTIVE DATE.”**

City Attorney Matthew Maggard read Ordinance No. 1421-21 by title. Planning Director Todd Vande Berg said House Bill 59, which requires all local governments to prepare a Property Rights Element for inclusion in their Comprehensive Plan, became law on June 29, 2021. This is the transmittal public hearing and, if approved, this ordinance will be transmitted to the State of Florida Department of Economic Opportunity for review. A transmittal public hearing was held and there were no comments from the audience.

Lance Smith moved to approve Ordinance No. 1421-21 on the First Reading for the transmittal. Seconded by Charles Proctor. Motion passed unanimously.

**3.6 First Reading ORDINANCE NO. 1426-21 – “AN ORDINANCE OF THE CITY OF ZEPHYRHILLS, FLORIDA, PROPOSING AN AMENDMENT TO THE CITY’S COMPREHENSIVE PLAN, PROVIDING FOR A SMALL-SCALE COMPREHENSIVE PLAN AMENDMENT TO THE FUTURE LAND USE MAP CHANGING FROM COUNTY RES-6 TO CITY RU (RESIDENTIAL URBAN) AND THE ZONING DESIGNATION FROM COUNTY AR TO CITY R4 (MULTI-FAMILY RESIDENTIAL) FOR APPROXIMATELY 1.75 ACRES OF REAL PROPERTY HAVING THE PARCEL IDENTIFICATION NUMBER 35-25-21-0010-06800-0010; PROVIDING FOR TRANSMITTAL TO THE FLORIDA DEO, CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE.”**

City Attorney Matthew Maggard read Ordinance No.1426-21 by title. Historic Preservation Specialist and Community Planner Audrey McGuire said following the annexation of property, a future land use and zoning designation is assigned. This project is proposing 12.8 townhomes per acre with a future land use designation of RU (Residential Urban), a zoning designation of E4 (Multi-Family Residential), and is consistent with the surrounding properties in the area. A transmittal public hearing was held and there were no comments from the audience.

Kenneth Burgess moved to approve Ordinance No. 1426-21 on the First Reading of the transmittal with the Planning Commission's recommendation for staff to work with the applicant and surrounding property owners to address existing off-site storm water concerns and keep the Planning Commission updated as the project moves through the development phase. Seconded by Jodi Wilkeson. Motion passed unanimously.

**3.7 First Reading ORDINANCE NO. 1427-21 – “AN ORDINANCE OF THE CITY OF ZEPHYRHILLS, FLORIDA, PROPOSING AN AMENDMENT TO THE CITY’S COMPREHENSIVE PLAN, PROVIDING FOR A SMALL-SCALE COMPREHENSIVE PLAN AMENDMENT TO THE FUTURE LAND USE MAP CHANGING FROM CITY RE TO CITY RU (RESIDENTIAL URBAN) AND THE ZONING DESIGNATION FROM CITY ER TO CITY R4 (MULTI-FAMILY RESIDENTIAL) FOR APPROXIMATELY 2.06 ACRES OF REAL PROPERTY HAVING THE PARCEL IDENTIFICATION NUMBER 35-25-21-0010-06800-0000; AND AMENDING THE PROVIDING FOR TRANSMITTAL TO THE FLORIDA DEO, CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE.**

City Attorney Matthew Maggard read Ordinance No. 1427-21 by title. Historic Preservation Specialist and Community Planner Audrey McGuire said this parcel is currently located within the City of Zephyrhills with a future land use designation of RE (Residential Estate), limited to two dwelling units per acre, and a zoning designation of ER (Estate Residential), limited to two dwelling units per acre. Petitioner is requesting to amend the future land use designation to City RU (Residential Urban) and zoning designation to City R4 (Multi-Family Residential). A transmittal public hearing was held and there were no comments from the audience.

Charles Proctor moved to approve Ordinance No. 1427-21 on the First Reading of the transmittal. Seconded by Kenneth Burgess. Motion passed unanimously.

**3.8 First Reading ORDINANCE NO. 1428-21 – “AN ORDINANCE OF THE CITY OF ZEPHYRHILLS, FLORIDA, APPROVING A SMALL SCALE FUTURE LAND USE MAP AMENDMENT FROM COUNTY RES-6 TO CITY RU (RESIDENTIAL URBAN), AND AMENDING THE ZONING FROM COUNTY AC TO CITY PUD (PLANNED UNIT DEVELOPMENT), FOR PARCEL 04-26-21-0000-00200-0000 PROVIDING FOR TRANSMITTAL AND AN EFFECTIVE DATE.”**

City Attorney Matthew Maggard read Ordinance No. 1428-21 by title.

Councilman Smith stated a Conflict of Interest and recused himself from voting.

Planning Director Todd Vande Berg said this is the companion item to the Marianne M. Simons property annexation appearing on the agenda earlier as Business Item 3.3 and addresses the future land use and zoning. This item was brought before the Planning Commission with traffic and drainage concerns that will be addressed locally and regionally. The subject property is located within the basin of special concern and will be assessed carefully for adherence to compliance for additional drainage. He said 16 conditions were included in this ordinance. This is the transmittal public hearing and, if approved, this ordinance will be transmitted to the State of Florida Department of Economic Opportunity for review. A transmittal public hearing was held and there were no comments from the audience.

Jodi Wilkeson moved to approve Ordinance No. 1428-21 on the First Reading for transmittal. Seconded by Kenneth Burgess. Motion passed unanimously, 4-0.

Councilman Smith returned to the dias.



#### 4. **CITY MANAGER'S REPORT**

##### 4.1 Jeffries House and Carriage House RFP Bid Award

CRA Director Gail Hamilton said RFP Bid No. 35-21-02 was released on May 16, 2021 with a response deadline of August 16, 2021. The evaluation committee consisting of CRA Director Gail Hamilton, Building Official Bill Burgess, Senior Planner Rodney Corriveau, and Mike Bishop with the Pasco County Economic Agency met on August 23, 2021 to review and rank the responses. Additional points were given for the use of both structures since there is no parking designated to the Carriage House. Due to a 100 point difference between the first and second place rankings, the evaluation committee voted against presentations. The final ranking of the three responses were: 1). Tina and Joe's Café; 2). Flowers by Annie; and 3). Shell's Killer Bakery. Staff will begin lease negotiations with the number 1 ranked company and, if negotiations fail, will proceed to negotiations with the number 2 ranked company and number 3 ranked company, respectively. The lease agreement will be brought before Council for approval.

A conversation began around creating a lease with an improvement allowance that is amortized over the life of the lease, a lease that is creative for the City and the prospective lessee, and a sublease for the second floor apartment in the Carriage House.

Jodi Wilkeson moved to approve the final ranking of RFP No. 35-21-02 - Lease of the Historic Jeffries House and Carriage House. Seconded by Lance Smith. Motion passed unanimously.

##### 4.2 Change Order 023 – Sarah Vande Berg Tennis Center – J.O. DeLotto & Sons, Inc.

City Manager William Poe said during Phase I Construction of the Sarah Vande Berg Tennis Center multiple additions were made to the project which incurred an increase of \$105,709 to the overall contract and included: Water Connection Fee - \$46,650, Duke Energy Aid to Construct - \$23,819, French Drain South of Courts - \$3,800, Upgrade to Lift Station - \$5,350, Rough in for Fire Alarm - \$1,386, Monument Sign - \$6,849, Pickleball Perimeter Fence to 6' - \$7,131, Patio Ceiling Fans - \$4,640, Gym Electrical extras - \$4,634, and Gym Door Awning - \$1,450. Mr. Poe gave a brief description and explanation of each items overage and requested Council's approval of Change Order 023 in the amount of \$105,709 to be funded from the general fund contingency.

Public Works Director Shane LeBlanc said he and Mr. Poe reviewed the changes and made certain expenses incurred by the City were permanent building fixtures that benefited the City in the long run. He said the original contract amount was \$4,994,339.00 and through owner direct purchasing with a sales tax savings, the contract amount was reduced by \$1,550,056.24. He said the contract will close out under the original amount.

A lengthy conversation ensued relating to water connection fees and underground utilities not anticipated by the contractor and omitted from the Guarantee Maximum Price, the change from five feet to six feet fence around Pickleball courts, a rough in for a fire alarm system in the kitchen, dipping into the City's contingency fund and the operator and contractor bypassing City staff and making changes.

City Manager William Poe said change orders did not flow in like they should have with higher overages than anticipated. The cost of the overages were shared by the operator Tennis Pro Florida, the Contractor Delotto and Sons and the City. Staff justified \$105,709 as City costs.

Jodi Wilkeson said it is council's obligation to support staff and moved to approve Change Order 023 – Sarah Vande Berg Tennis Center with J.O. DeLotto & Sons, Inc. Seconded by Lance Smith. Motion passed unanimously.

##### 4.3 Sale of 5031 Airport Road

City Manager William Poe stated on February 11, 2019, Council approved a 30-year lease agreement for 5031 Airport Road with Kerns Family Construction. The parcels total 1.73 acres and include a 2,628 sq. ft. building. The southern parcel is owned by the City and the other parcel is owned by the Airport. The parcel that includes the building with the asphalt parking is partially owned by the Airport and partially owned by the City. The City portion of the property is 10' to the north of the building and the northern 2/3's of the property is airport owned. As part

of the agreement, the Kerns were required to provide capital improvements to the real property totaling at least \$180,000 to be complete by the start of the third year of the lease. The City also agreed to sell the City owned property at the end of the fourth year, based on the value at the time the lease was executed, plus 20%. The City also agreed to coordinate with the FAA for the sale of the airport parcel if so desired by Kerns Family Construction. Staff has not approached the FAA.

Airport Manager Nathan Coleman interjected and stated the FAA has been clear in advising staff not to approach their agency requesting airport land to be released.

Spoke from the floor: Tony and Linda Kerns – Kerns Family Construction

Mrs. Linda Kerns said they have always been interested in purchasing the airport property. She said as soon as the lease was signed, she requested the property be carved out from the FAA overlay and was told by Airport Manager Nathan Coleman that the FAA would not release airport property and it was not an option. She said they wanted everything and would have bought it originally. Had they known the purchase of FAA property was not an option initially, they would have done something completely different.

Mr. Tony Kerns said their plan was to purchase the airport parcel but waited because they anticipated the approval process through the FAA would take a while. He said they were not told FAA property was not an option during conversations with City Manager Steve Spina. Now that we are aware the airport property is not an option, we would like to purchase the City property to be able to invest back into the City.

A conversation began with a brief synopsis of the City selling property along Airport Road for the purpose of improving the area to people who wanted to develop around the airport to support airport activity and improve the gateway to the airport venue where 10,000 people were passing annually to attend the Chamber's BBQ and Blues event. It was explained that Kerns Family Construction had seen this sort of activity taking place historically and thought they had an opportunity to purchase and restore a derelict building that was partially on airport property and entered into a lease agreement with the City.

City Manager William Poe stated the conversation tonight is for the sale of City property (.6 acres and .38 acres) that includes the building. The airport controlled property is not up for discussion since it has to be cleared through the FAA. Mr. Poe referred to 2018 tax cards since the lease was signed in April 2018 and stated the .6 acres was valued at \$26,424, plus 20% (\$5,284.80) for a total of \$31,708.80. The 1.13 acres was valued at \$41,534 divided by 3 (1/3 or .38 acres City owned, 2/3 Airport owned) for \$13,845, plus 20% (\$2,769) for a total of \$16,614. The building was valued at \$19,868, plus 20% (\$3,973.60) for a total of \$23,841.60 plus extra features valued at \$9,261 divided by 3 (1/3 City owned, 2/3 Airport owned) for a total of \$3,087, plus 20% (\$617.40) for a total of \$3,704.40; for a grand total plus 20% of \$75,868.80.

Councilwoman Wilkeson requested City Clerk Lori Hillman play the MP3 audio from the original meeting to refresh everyone's memory.

City Manager William Poe clarified the MP3 audio played was from the February 11, 2019 Council Meeting (Consent Item 1) that states the sale of the property will be the value at the time of the lease plus 20%. He clarified the .6 acres is City owned and the 1.13 acres is Airport owned property which was misstated in the audio and the Kerns Family Construction Lease. The City owns the .6 acres on the southern portion and .38 acres to the north of the building.

A discussion ensued questioning the value of the property wherein Dr. Spina referred to an amount of \$30,000 (current value plus 20%) for a building with water intrusion issues that the City used for pipe storage. Council concurred the City's intent was based on the current value of the building in 2018 of \$30,000 plus 20%, leasee to invest \$180,000 in building improvements with the option to purchase within four years. A conversation continued around the current value of the building that the City will be collecting taxes on for the next 30 years versus the value of the derelict building in 2018 with little or no value. The original lease included improvements to the building and the City should honor the agreement and not increase the price due to the increased improvement value. A suggestion was made to take the value of the building out of the equation and include land only as a compromise.

Councilman Smith said there should have been a definite number in the agreement or an appraisal performed at the time. He said there is a saying for the commercial purchaser, caveat impator, it means buyer beware.

City Manager William Poe clarified the assigned value by the property appraiser on the 2018 tax card for the .6 acres was \$26,424 plus 20% is \$31,708. The 1.3 acres was \$41,534 divided by 3 (1/3 or .38 acres City owned, 2/3 Airport owned) for \$13,845, plus 20% is \$16,614 for a total of \$48,322.80, based on assigning a zero value to the building and extra features. He said he believes this was the intent of the contract and is a fair offer from the City.

City Attorney Matthew Maggard said his interpretation of the contract is that Kerns Family Construction would still be leasing the airport property and but his understanding is that they may not be interested in continuing their lease. He recommended Council agree on a purchase price.

Ms. Linda Kerns said they were on the fence and didn't really know what they wanted to do with the airport portion but they definitely wanted to move forward with the City portion. She said everything planned with their bank was based on the purchase price of \$30,000 plus 20%. She said she requested the monetary amount specifically be written into the agreement because she was not comfortable and was assured by Dr. Spina not to worry that the information is clear and would be in the meeting minutes. She requested Council honor what was originally discussed and correct the lease and the rest of items that pertain to the FAA parcel.

Lance Smith moved to approve the sale of the City owned property to the Kerns for the price of \$48,322.00. Seconded by Jodi Wilkeson. Motion passed unanimously.

## **5. CITY ATTORNEY'S REPORT**

### **5.1 First Reading RESOLUTION NO. 781-21 – “A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ZEPHYRHILLS, FLORIDA, AMENDING RESOLUTION 743-17, PROVIDING FOR A SCHEDULE OF FEES FOR THE RENTAL OF HANGARS AND OTHER FEES CONNECTED TO AVIATION AND NON AVIATION SERVICES AT THE ZEPHYRHILLS MUNICIPAL AIRPORT.”**

City Manager William Poe read Resolution 781-21 by title. Resolution No. 781-21 proposed hangar rental fees for the Zephyrhills Municipal Airport. Airport Manager Nathan Coleman said the Airport Authority Board unanimously recommended approval of the amended fees.

Kenneth Burgess moved to approve Resolution No 781-21 on the first reading. Seconded by Charles Proctor. Motion passed unanimously.

### **5.2 First Reading RESOLUTION NO. 782-21 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ZEPHYRHILLS, FLORIDA, AMENDING RESOLUTION NO. 745-17 TO PROVIDE FOR A CHANGE IN RENTAL PRICES FOR THE “Z” EVENT CENTER.”**

City Attorney Matthew Maggard read Resolution No. 782-21 by title. City Manager William Poe said in 2017, Resolution 745-17 was created to establish fees relating to “Z” Event Center. The proposed changes include the removal of fire personnel fees as the City no longer provides FIRE/EMS Services; and removal of police personnel fees as fees were established to cover the cost of off-duty officers for Special events. Per the officer's contract, officers are covered for off duty costs and the rates are specified hourly with a minimum number of hours. Removal of employee labor/cleanup fees and simplify event costs by combining fees for events with 1,000 attendees or less and/or 5,000 or more attendees. The revenue generated by “Z” Event Center will be allocated to the Zephyrhills Municipal Airport.

Jodi Wilkeson moved to approve Resolution No. 782-21 on the first reading. Seconded by Lance Smith. Motion passed unanimously.

5.3 First Reading **ORDINANCE NO. 1429-21 – “AN ACT TO BE ENTITLED AN ORDINANCE BY THE CITY OF ZEPHYRHILLS ESTABLISHING STANDARDS RELATING TO THE MANAGEMENT OF STORM SEWER SYSTEM DISCHARGES AND ENHANCING THE QUALITY OF SURFACE AND GROUND WATER RESOURCES; PROVIDING FOR A SHORT TITLE; PROVIDING FOR FINDING OF FACTS; ESTABLISHING APPLICABILITY; PROVIDING FOR DEFINITIONS; PROVIDING FOR THE CONTROL OF STORMWATER DISCHARGES TO THE MUNICIPAL SEPARATE STORM SEWER SYSTEM (MS4) AND WATERS OF THE UNITED STATES; PROVIDING FOR THE CONTROL OF DISCHARGE OF STORMWATER FROM INDUSTRIAL ACTIVITIES AND CONSTRUCTION SITES; PROVIDING FOR THE CONTROL OF POLLUTANT CONTRIBUTION FROM INTERCONNECTED MUNICIPAL SEPARATE STORM SEWER SYSTEMS; PROVIDING FOR THE CONTROL OF NON-STORMWATER DISCHARGES; PROHIBITING ILLICIT DISCHARGES AND ILLICIT CONNECTIONS; PROVIDING FOR REPORTING AND CONTROL OF ILLICIT DISCHARGES AND ILLICIT CONNECTIONS TO THE CITY’S MUNICIPAL SEPARATE STORM SEWER SYSTEM AND U.S. WATERS; PROVIDING AUTHORITY TO PERFORM INSPECTIONS AND MONITORING FOR COMPLIANCE; PROVIDING FOR MAINTENANCE OF CONTROL STRUCTURES; PROVIDING FOR EXEMPTIONS; PROVIDING FOR ENFORCEMENT, PENALTIES AND PROCEEDINGS FOR INJUNCTION; PROVIDING FOR REPEALER OF ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT, SEVERABILITY AND AN EFFECTIVE DATE.”**

City Attorney Matthew Maggard read Ordinance No. 1429-21 by title.

Lance Smith moved to approve Ordinance No. 1429-21 on the first reading. Seconded by Charles Proctor. Motion passed unanimously.

## 6. CITIZEN COMMENTS

### 6.1 Eileen Westermann - Jeffries House and Carriage House RFP Bid Award

Eileen Westermann – 12015 Formosa Street – Brooksville, Florida

Ms. Westermann said she has had the honor of owning and restoring two historic buildings; Annies at Alley’s Market and Deli in Lake Mount, Georgia and the Captain Jeffries House, the historic crown jewel of Zephyrhills. She said she was the founding president of Main Street and past president of the Pioneer Florida Museum. She believes a restaurant is too harsh of a business for the Captain Jeffries House with the weight load of commercial equipment. She added there is no sprinkler system should there be a grease fire, vents would have to be added for a grease trap, and the railing on the front porch would have to adhere to the National Trust Historical Preservation Guidelines which are very specific. She said she came in second place on the Jeffries House and Carriage House RFP Bid Award ranking responses and brought in product to give a spill to the committee. She said it was discouraging to be told there was going to be an interview and then have the interview cancelled the very next day.

CRA Director Gail Hamilton said staff is confident there will be no problem with the restaurant moving into the Jeffries House as staff will assure all equipment will meet the structural load. She said any work done to the building that would change the exterior will go through the Historical Preservation to maintain the Jeffries House as a historic structure. Building Official Bill Burgess was present to answer questions.

Spoke from the floor: Barbara Anderson – 38339 Ironwood Place – Zephyrhills, FL

Ms. Anderson said she is part of a new group in Zephyrhills called Zephyrhills Aquatic Center Supporters, a grass roots group that began six weeks ago in response to over 400 comments on the Zephyrhills Community Facebook Page from residents wanting a community pool for the children of Zephyrhills. She said the group has been doing their due diligence on this subject and spoke to several City officials in Zephyrhills.



**MAYOR ANNOUNCEMENTS** – Mayor Whitfield thanked the Daughters of the American Revolution and those who participated in the 911 ceremonies in remembrance of events that took place on this day 20 years ago; it was a somber day.

**CITY MANAGER ANNOUNCEMENTS** – N/A

**CITY ATTORNEY ANNOUNCEMENTS** – N/A

**CITY COUNCIL COMMENTS** – Council Vice President Wilkeson acknowledged Main Street board members in attendance. She said Music and Motorcycles was held this past weekend. The weather wasn't particularly cooperative but the people who were there had a great time.

Councilman Proctor – N/A

Councilman Smith said a lot of items were covered on the agenda tonight and he commended the Planning Department for their efforts. He said he attended the 911 event at the airport on Saturday where skydivers jumped out of a plane with American flags to patriotic music and said it was very moving. He reminded everyone to remember the sense of unity the nation had when 911 occurred.

Councilman Burgess thanked everyone who stuck around and listened to all the items on the agenda. He said Council is trying to find solutions and kept everyone longer than they should have.

Council President Knight commended Mayor Whitfield for his 911 presentation in Zephyr Park along with former Mayor Cliff McDuffie, and the Zephyrhills High School JROTC. He said the gun salute was very moving. He announced he would not be present at the September 27<sup>th</sup> meeting.

Meeting adjourned: 8:25 p.m.  
Submitted by Lori L. Hillman

# FORM 8B MEMORANDUM OF VOTING CONFLICT FOR COUNTY, MUNICIPAL, AND OTHER LOCAL PUBLIC OFFICERS

|                                                      |                 |                                                                                                                      |  |
|------------------------------------------------------|-----------------|----------------------------------------------------------------------------------------------------------------------|--|
| LAST NAME—FIRST NAME—MIDDLE NAME<br>Smith Lance Alan |                 | NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE<br>City Council, City of Zephyrhills                     |  |
| MAILING ADDRESS<br>6426 Huntington Dr.               |                 | THE BOARD, COUNCIL, COMMISSION, AUTHORITY OR COMMITTEE ON WHICH I SERVE IS A UNIT OF:                                |  |
| CITY<br>Zephyrhills                                  | COUNTY<br>Pasco | <input checked="" type="checkbox"/> CITY <input type="checkbox"/> COUNTY <input type="checkbox"/> OTHER LOCAL AGENCY |  |
| DATE ON WHICH VOTE OCCURRED<br>9/13/21               |                 | NAME OF POLITICAL SUBDIVISION:<br>City of Zephyrhills                                                                |  |
|                                                      |                 | MY POSITION IS:<br><input checked="" type="checkbox"/> ELECTIVE <input type="checkbox"/> APPOINTIVE                  |  |

## WHO MUST FILE FORM 8B

This form is for use by any person serving at the county, city, or other local level of government on an appointed or elected board, council, commission, authority, or committee. It applies to members of advisory and non-advisory bodies who are presented with a voting conflict of interest under Section 112.3143, Florida Statutes.

Your responsibilities under the law when faced with voting on a measure in which you have a conflict of interest will vary greatly depending on whether you hold an elective or appointive position. For this reason, please pay close attention to the instructions on this form before completing and filing the form.

## INSTRUCTIONS FOR COMPLIANCE WITH SECTION 112.3143, FLORIDA STATUTES

A person holding elective or appointive county, municipal, or other local public office **MUST ABSTAIN** from voting on a measure which would inure to his or her special private gain or loss. Each elected or appointed local officer also **MUST ABSTAIN** from knowingly voting on a measure which would inure to the special gain or loss of a principal (other than a government agency) by whom he or she is retained (including the parent, subsidiary, or sibling organization of a principal by which he or she is retained); to the special private gain or loss of a relative; or to the special private gain or loss of a business associate. Commissioners of community redevelopment agencies (CRAs) under Sec. 163.356 or 163.357, F.S., and officers of independent special tax districts elected on a one-acre, one-vote basis are not prohibited from voting in that capacity.

For purposes of this law, a "relative" includes only the officer's father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law. A "business associate" means any person or entity engaged in or carrying on a business enterprise with the officer as a partner, joint venturer, coowner of property, or corporate shareholder (where the shares of the corporation are not listed on any national or regional stock exchange).

\* \* \* \* \*

### ELECTED OFFICERS:

In addition to abstaining from voting in the situations described above, you must disclose the conflict:

PRIOR TO THE VOTE BEING TAKEN by publicly stating to the assembly the nature of your interest in the measure on which you are abstaining from voting; and

WITHIN 15 DAYS AFTER THE VOTE OCCURS by completing and filing this form with the person responsible for recording the minutes of the meeting, who should incorporate the form in the minutes.

\* \* \* \* \*

### APPOINTED OFFICERS:

Although you must abstain from voting in the situations described above, you are not prohibited by Section 112.3143 from otherwise participating in these matters. However, you must disclose the nature of the conflict before making any attempt to influence the decision, whether orally or in writing and whether made by you or at your direction.

IF YOU INTEND TO MAKE ANY ATTEMPT TO INFLUENCE THE DECISION PRIOR TO THE MEETING AT WHICH THE VOTE WILL BE TAKEN:

- You must complete and file this form (before making any attempt to influence the decision) with the person responsible for recording the minutes of the meeting, who will incorporate the form in the minutes. (Continued on page 2)

## APPOINTED OFFICERS (continued)

- A copy of the form must be provided immediately to the other members of the agency.
- The form must be read publicly at the next meeting after the form is filed.

IF YOU MAKE NO ATTEMPT TO INFLUENCE THE DECISION EXCEPT BY DISCUSSION AT THE MEETING:

- You must disclose orally the nature of your conflict in the measure before participating.
- You must complete the form and file it within 15 days after the vote occurs with the person responsible for recording the minutes of the meeting, who must incorporate the form in the minutes. A copy of the form must be provided immediately to the other members of the agency, and the form must be read publicly at the next meeting after the form is filed.

## DISCLOSURE OF LOCAL OFFICER'S INTEREST

I, Lance Alan Smith, hereby disclose that on 9/13/, 20 21 :

(a) A measure came or will come before my agency which (check one or more)

- ☒ inured to my special private gain or loss;
- ☐ inured to the special gain or loss of my business associate, \_\_\_\_\_ ;
- ☐ inured to the special gain or loss of my relative, \_\_\_\_\_ ;
- ☐ inured to the special gain or loss of \_\_\_\_\_, by  
whom I am retained; or
- ☐ inured to the special gain or loss of \_\_\_\_\_, which  
is the parent subsidiary, or sibling organization or subsidiary of a principal which has retained me.

(b) The measure before my agency and the nature of my conflicting interest in the measure is as follows:

I am the real estate agent for the Marianne Simons Trust and have a pending sale on the property being annexed and re-zoned.

If disclosure of specific information would violate confidentiality or privilege pursuant to law or rules governing attorneys, a public officer, who is also an attorney, may comply with the disclosure requirements of this section by disclosing the nature of the interest in such a way as to provide the public with notice of the conflict.

10/5/21

Date Filed

Signature



NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES §112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED \$10,000.

## **CONSENT ITEMS 3.4**

Approval of Florida Department of Environmental Protection State Revolving Fund Agreement  
WW510531 Amendment #1 (Resolution 771-20)

**Issue:**

Approval and Signature upon FDEP Agreement WW510531 Amendment #1 - AWT Upgrade to the WWTP

**Background:**

In early 2020, the City and the FDEP SRF Program entered into an agreement to fund the upgrade of the Wastewater Treatment Plant. This upgrade will allow for better treatment and removal of unwanted nutrients being sent into the environment.

The amendment for the Council's approval and for the Council President to sign is to increase the time to complete construction and change the start of the repayment schedule.

**Attachment(s):**

1. WW51053 Clean Water SRF Federal Extension Amendment 1
2. 771-20 State Revolving Fund (SRF) Loan Program – WWTP AWT

**Fiscal Impact:**

No fiscal impact

**Staff Recommendation:**

It is recommended by Staff to the City Council to approve the Amendment as presented and allow the Council President to sign the Amendment.



**STATE REVOLVING FUND  
AMENDMENT 1 TO LOAN AGREEMENT WW510531  
CITY OF ZEPHYRHILLS**

This amendment is executed by the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (Department) and the CITY OF ZEPHYRHILLS, FLORIDA, (Local Government) existing as a local governmental entity under the laws of the State of Florida. Collectively, the Department and the Local Government shall be referred to as "Parties" or individually as "Party".

The Department and the Local Government entered into a State Revolving Fund Loan Agreement, Number WW510531; and

Loan repayment activities need rescheduling to give the Local Government additional time to complete construction; and

Certain provisions of the Agreement need revision.

The Parties hereto agree as follows:

1. Unless repayment is further deferred by amendment of the Agreement, Semiannual Loan Payments as set forth in Section 10.05 shall be received by the Department beginning on September 15, 2022, and semiannually thereafter on March 15 and September 15 of each year until all amounts due under the Agreement have been fully paid.

2. The items scheduled under Section 10.07 of the Agreement are rescheduled as follows:

(2) Completion of Project construction is scheduled for March 15, 2022.

(3) Establish the Loan Debt Service Account and begin Monthly Loan Deposits no later than March 15, 2022.

(4) The first Semiannual Loan Payment in the amount of \$157,815 shall be due September 15, 2022.

3. All other terms and provisions of the Loan Agreement shall remain in effect.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

This Amendment 1 to Loan Agreement WW510531 may be executed in two or more counterparts, any of which shall be regarded as an original and all of which constitute but one and the same instrument.

IN WITNESS WHEREOF, the Department has caused this amendment to the Loan Agreement to be executed on its behalf by the Secretary or Designee and the Local Government has caused this amendment to be executed on its behalf by its Authorized Representative and by its affixed seal. The effective date of this amendment shall be as set forth below by the Department.

for  
**CITY OF ZEPHYRHILLS**

\_\_\_\_\_  
City Council President  
W. Alan Knight

Attest:

Approved as to form and legal sufficiency:

\_\_\_\_\_  
City Clerk  
SEAL      Lori L. Hillman

\_\_\_\_\_  
City Attorney  
Matthew E. Maggard

for  
**STATE OF FLORIDA**  
**DEPARTMENT OF ENVIRONMENTAL PROTECTION**

\_\_\_\_\_  
Secretary or Designee

\_\_\_\_\_  
Date

## **RESOLUTION 771-20**

**“A RESOLUTION OF CITY OF ZEPHYRHILLS, FLORIDA, RELATING TO THE STATE REVOLVING FUND LOAN PROGRAM; MAKING FINDINGS; AUTHORIZING THE LOAN APPLICATION; AUTHORIZING THE LOAN AGREEMENT; ESTABLISHING PLEDGED REVENUES; DESIGNATING AUTHORIZED REPRESENTATIVES; PROVIDING ASSURANCES; PROVIDING FOR CONFLICTS, SEVERABILITY, AND EFFECTIVE DATE.”**

**WHEREAS**, Florida Statutes provide for loans to local government agencies to finance the construction of wastewater treatment facilities; and

**WHEREAS**, Florida Administrative Code rules require authorization to apply for loans, to establish pledged revenues, to designate an authorized representative; to provide assurances of compliance with loan program requirements; and to enter into a loan agreement; and

**WHEREAS**, the State Revolving Fund loan priority list designates Project No. WW510531 and as eligible for available funding; and

**WHEREAS**; the City of Zephyrhills, Florida, intends to enter into a loan agreement with the Department of Environmental Protection under the State Revolving Fund for project financing.

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

**SECTION I.** The foregoing findings are incorporated herein by reference and made a part hereof.

**SECTION II.** The City of Zephyrhills, Florida, is authorized to apply for a loan to finance future design, construction, and facility planning associated with WW510531.

**SECTION III.** The revenues pledged for the repayment of the loan are Gross Revenues derived yearly from the operation of the Water and Sewer Systems after payment of the Operation and Maintenance Expenses and the satisfaction of all yearly payment obligations on account of any senior or parity obligations issued pursuant to Section 7.02 of the Agreement.

**SECTION IV.** The City Manager is hereby designated as the authorized representative to provide the assurances and commitments required by the loan application.

**SECTION V.** Council President, Kenneth M. Burgess, Jr. is hereby designated as the authorized representative to execute the loan agreement which will become a binding obligation in accordance with its terms when signed by both parties. Council President, Kenneth M. Burgess, Jr. is authorized to represent the City in carrying out the City's responsibilities under the loan agreement. Council President Kenneth M. Burgess, Jr. is authorized to delegate responsibility to appropriate City staff to carry out technical, financial, and administrative activities associated with the loan agreement.

**SECTION VI.** The legal authority for borrowing moneys to construct this Project is 403.1835 Florida Statutes and Chapter 62-503, Laws of Florida.

**SECTION VII.** All resolutions or part of Resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

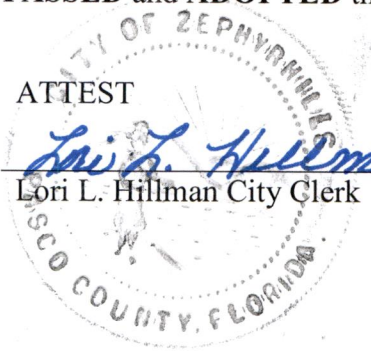
**SECTION VIII.** If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

**SECTION IX.** This Resolution shall become effective immediately upon its passage and adoption.

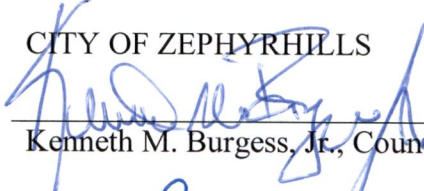
PASSED and ADOPTED this 13<sup>th</sup> day of April, 2020.

ATTEST

  
Lori L. Hillman City Clerk



CITY OF ZEPHYRHILLS

  
Kenneth M. Burgess, Jr., Council President

  
Gene Whitfield Mayor

APPROVED AS TO FORM AND LEGALITY

  
Matthew E. Maggard, City Attorney

## **CONSENT ITEMS 3.5**

Approval of Piggyback Agreement 41-22-05 with A.C. Schultes of Florida Inc. for As Needed Well Drilling Construction, Rehabilitation, and Repair Services

### **Issue:**

Approval of Piggyback Agreement with AC Schultes for As Needed Well Drilling Construction, Rehabilitation, and Repair Services

### **Background:**

The City has been using the piggyback agreement between AC Schultes and Pasco County for the past few years for the requested well services and have been more than pleased with the work they have done for us. The agreement expired in November 2021. AC Schultes and the County have renewed their agreement. We are seeking the Council's approval of the piggyback agreement so we can continue our relationship with AC Schultes.

### **Attachment(s):**

1. A.C. Schultes Piggyback Agreement

### **Fiscal Impact:**

The financial impact may be \$50,000 or more, depending upon the scope of work.

### **Staff Recommendation:**

Recommended by Staff to the City Council to approve the piggyback agreement between AC Schultes and Pasco County.



### **Agreement to Piggyback a Contract for Services Bid by Another Governmental Entity**

WHEREAS, A.C. Schultes of Florida Inc., a Florida Corporation (the "Contractor") entered into an agreement dated January 10, 2022, with the County of Pasco, a political subdivision of the State of Florida, for **As Needed Well Drilling Construction, Rehabilitation and Repair Services**, BID NO. IFB-SN-21-183, procured pursuant to F. S. §287.057 (the "Contract"),

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

WHEREAS, the City desires to "piggyback" onto the above referenced Contract for utilization of the same or similar services and the Contractor consents to the aforesaid "piggybacking".

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

1. The Contractor affirms and ratifies the terms and conditions of the above referenced Contract with Pasco County and agrees to perform the services set forth therein for the City in accordance with the terms of said Contract until the work is completed.
2. The City agrees to utilize the services of the Contractor in a manner and upon the terms and conditions as set forth in the Contract until the work is completed.
3. The City and Contractor agree to follow the current contract term with Pasco County which expires on December 8, 2024.

#### **4. PUBLIC RECORDS**

**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 CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 813-780-0000, EXT. 3543 OR CITYCLERK@CI. ZEPHYRHILLS.FL.US OR CITY CLERK, CITY OF ZEPHYRHILLS, 5335 EIGHTH STREET, ZEPHYRHILLS, FLORIDA 33542.**

5. **Indemnity.** Contractor/Vendor shall defend, indemnify and hold harmless the City of Zephyrhills and all of the City of Zephyrhills's officers, agents, and employees from and against all claims, liability, loss and expense, including reasonable costs, collection expenses, attorneys' fees, and court costs which may arise because of the negligence (whether active or passive), misconduct, or other fault, in whole or in part (whether joint, concurrent, or contributing), of Contractor/Vendor, its officers, agents or employees in performance or non-performance of its obligations under the Agreement. Contractor/Vendor recognizes the broad nature of this indemnification and hold harmless clause, as well as the provision of a legal defense to the City of Zephyrhills when necessary, and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by the City of Zephyrhills in support of these indemnification, legal defense and hold harmless contractual obligations in accordance with the laws of the State of Florida. This clause shall survive the termination of this Agreement. Compliance with any insurance requirements required elsewhere within this Agreement shall not relieve Contractor/Vendor of its liability and obligation to defend,

hold harmless and indemnify the City of Zephyrhills as set forth in this article of the Agreement.

Nothing herein shall be construed to extend the City of Zephyrhills's liability beyond that provided in section 768.28, Florida Statutes.

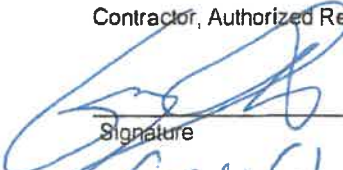
6. Insurance. Contractor/Vendor shall, at its sole cost and expense, procure and maintain throughout the term of this contract, Comprehensive General Liability and Worker's Compensation insurance, including Employer Liability insurance, with minimum policy limits of \$ 1,000,000 (this could be \$2,000,000 depending on the amount of the contract) Combined Single Limits, or to the extent and in such amounts as required and authorized by Florida law, and will provide endorsed certificates of insurance generated and executed by a licensed insurance broker, brokerage or similar licensed insurance professional evidencing such coverage, and naming the City of Zephyrhills as a named, additional insured, as well as furnishing the City of Zephyrhills with a certified copy, or copies, of said insurance policies. Certificates of insurance and certified copies of these insurance policies must accompany this signed contract. Said insurance coverages procured by Contractor/Vendor as required herein shall be considered, and Contractor/Vendor agrees that said insurance coverages it procures as required herein shall be considered, as primary insurance over and above any other insurance, or self-insurance, available to the City of Zephyrhills, and that any other insurance, or self-insurance available to the City of Zephyrhills shall be considered secondary to, or in excess of, the insurance coverage(s) procured by Contractor/Vendor as required herein.

Nothing herein shall be construed to extend the City of Zephyrhills's liability beyond that provided in section 768.28, Florida Statutes.

7. Builders' Risk — If this Contract includes: (1) construction of a new above-ground structure or structures, or (2) any addition(s), improvement(s), alteration(s), or repair(s), to an existing above-ground structure or structures, or (3) the installation of machinery or equipment into an existing structure or structures, the Contractor shall provide, in a policy acceptable to the City, "all risk" (i.e. Special Form) property insurance on any such construction, additions, machinery or equipment. The amount of the insurance shall be no less than the estimated replacement value at the time of the City's final acceptance of such new structures, addition(s), improvement(s), alteration(s), repair(s), machinery or equipment. The coverage shall not be subject to any restriction with respect to occupancy or use by the City and, subject to thirty (30) days' prior written notice to the City shall remain in full effect until final acceptance by the City. In addition, the City, the Professional, and the Contractor's subcontractors of any tier, shall be additional insureds on this policy. The insurance shall include a deductible no greater than one percent (1%) of the Contract amount, or \$25,000, whichever is smaller, for which the Contractor shall be responsible. The risk of loss whether insured or not shall remain with the Contractor until final acceptance. Upon request, Contractor shall furnish to the City complete copies of the insurance policy.

***\*\*Rest of Page Intentionally Left Blank\*\****

Contractor, Authorized Representative

  
Signature  
Date 12/20/21  
Gregory Schwab  
Print Name

City of Zephyrhills

Council President  
W. Alan Knight  
ATTEST

Lori L. Hillman  
City Clerk

Date

Witness

  
Signature  
Date 12-20-21  
JEFF DEMATTE  
Print Name

## **CONSENT ITEMS 3.6**

Approval of Sole Source Agreement 41-22-06 with Nieman Electric Motor Co. for Tsurimi Lift Station Pump Purchasing and Repair

**Issue:**

Approval of Sole Source agreement with Nieman Electric for Tsurimi Lift Station pump purchasing and repair

**Background:**

The City lift stations have two (2) manufacturers; Tsurimi and Hydromatic. We have purposely done this to make repairs and replacements more efficient. Nieman is the sole source for Tsurimi pumps in Florida.

**Attachment(s):**

1. Neiman Electric Motor Co. Agreement
2. Neiman Exhibit A
3. Neiman Exhibit B

**Fiscal Impact:**

Currently budgeted in the Wastewater Department, Infrastructure repair and maintenance line. Approximately \$30,000 annually.

**Staff Recommendation:**

It is recommended by Staff to the City Council to Approve the Sole Source agreement with Nieman Electric Motor Company as presented.

## **CITY OF ZEPHYRHILLS**

### **Tsurumi Pump Purchasing and Servicing**

**THIS PROFESSIONAL SERVICES AND PURCHASING AGREEMENT** ("Agreement") is made and entered into this 10<sup>th</sup> day of January, 2022 by and between the **CITY OF ZEPHYRHILLS**, a Florida municipal corporation, having its principal office at 5335 8<sup>th</sup> Street, Zephyrhills, FL 33542 ("City") and **NEIMAN ELECTRIC MOTIOR Co.**, a corporation organized and authorized to do business in the State of Florida, having its principal office at 3945 American Plaza Blvd., Land O Lakes, Florida 34639 ("Contractor"). The City and Contractor shall collectively be referred to as the "Parties", and each may individually be referred to as a "Party".

#### **ARTICLE 1 – RECITALS**

1.1 The recitals are true and correct and are hereby incorporated into and made a part of this Agreement.

#### **ARTICLE 2 – CONTRACT DOCUMENTS**

2.1 The following documents, collectively referred to as the "Contract Documents", are incorporated into and made part of this Agreement:

2.1.1 Single/Sole Source "Exhibit A";

#### **ARTICLE 3 – TERM OF AGREEMENT**

3.1 Subject to authorized adjustments, the Term of this Agreement shall be five (5) years from agreement execution with annual automatic renewals. This agreement can be cancelled given ninety (90) day notification by either party.

3.3 When, in the opinion of the City, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform Services or any portion thereof, the City may request that the Contractor, within a reasonable time frame set forth in the City's request, provide adequate assurances to the City in writing, of Contractor's ability to perform in accordance with terms of this Agreement. In the event that the Contractor fails to provide the City the requested assurances within the prescribed time frame, the City may treat such failure as a repudiation or breach of the Agreement, and resort to any remedy for breach provided for in this Agreement or at law.

#### **ARTICLE 4 – COMPENSATION**

4.1 Exhibit B--As the Sole Source provider of Tsurumi Pumps to the City of Zephyrhills the following provision of pricing will prevail:

- We will continue to charge the City of Zephyrhills the wholesale list price for the pumps from the manufacturer and will be able to continue to do that as well.

- Each physical year of this agreement the City will be sent a current pump price list for that year. The 2022 price list won't be available until the middle of January 2022 which we will forward to the City. Repair parts will be cost plus 20%; Labor is \$90.00 per hour. The City would prefer payment made via ACH/EFT.



4.2 The City shall pay Contractor within forty-five (45) days of receipt of invoice the total shown to be due on such invoice, provided the City has accepted the Services.

#### **ARTICLE 5 – SCOPE OF SERVICES**

5.1 Contractor shall provide all labor, supervision, materials, equipment, tools, services, monitoring and expertise necessary for the completion of Services, in accordance with the specifications, terms and conditions contained in the Contract Documents. Contractor shall perform the Services in accordance with that degree of care and skill ordinarily exercised by reputable members of its profession.

5.2 This contract has been enhanced to include other City services as required, i.e., pump replacement or other related public works projects as awarded by the City Council.

5.3 Contractor represents and warrants to the City that: (i) Contractor possesses all qualifications, licenses and expertise required for the provision of Services, with personnel fully licensed by the State of Florida; (ii) Contractor is not delinquent in the payment of any sums due the City, including payment of permit fees, local business taxes, or in the performance of any obligations to the City; (iii) All personnel assigned to perform work shall be, at all times during the term hereof, fully qualified and trained to perform the tasks assigned to each; (iv) the Services will be performed in the manner and at such times and locations as described by the City for the budgeted amount; and (v) The person executing this Agreement on behalf of the Contractor is duly authorized to execute same and fully bind Contractor as a party to this Agreement.

5.4 Contractor agrees and understands that: (i) any and all subcontractors used by Contractor shall be paid by Contractor and not paid directly by the City; and (ii) any and all liabilities regarding payment to, or use of subcontractors for any of the work related to this Agreement, shall be borne solely by Contractor.

5.5 Contractor warrants that any and all work, materials, services or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result, will be supplied by the Contractor at its own cost, whether or not specifically called for.

5.6 The Services shall be completed by the Contractor to the satisfaction of the City. The City shall make decisions on all claims regarding interpretation of the Agreement and on all other matters relating to the execution, progress and quality of the Services.

#### **ARTICIAL 6 – CITY’S TERMINATION RIGHTS**

6.1 The City shall have the right to terminate this Agreement, in its sole discretion at any time after the initial period with or without cause, upon ninety (90) days written notice to Contractor. In such event, the City shall pay Contractor compensation for Services rendered prior to the effective date of termination. The City shall not be liable to Contractor for any additional compensation, or for any consequential or incidental damages.

## **ARTICLE 7 – INDEPENDENT CONTRACTOR**

7.1 Contractor has been procured and is being engaged by the City as an independent contractor, and not as an agent or employee of the City. Accordingly, Contractor shall not attain, not be entitled to, any rights or benefits under the Ordinances of the City, nor any rights generally afforded classified or unclassified employees of the City.

Contractor further understands that Florida workers' compensation benefits available to employees of the City, are not available to Contractor. Therefore, Contractor agrees to provide workers' compensation insurance for any employee or agent of Contractor rendering services to the City under this Agreement.

## **ARTICLE 8 – CONFLICTS OF INTEREST**

8.1 The Contractor represents and warrants to the City that it has not employed or retained any person or company employed by the City to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay any person any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or in connection with, the award of this Agreement.

8.2 Contractor covenants that no person under its employ who presently exercises any functions or responsibilities on behalf of the City in connection with this Agreement has any personal financial interest, directly or indirectly with Contractor. Contractor further covenants that, in the performance of this Agreement, no person having such conflicting interest shall be employed.

## **ARTICLE 9 – DEFAULT**

9.1 If Contractor fails to comply with any term or condition of this Agreement, or fails to perform any of its obligation hereunder, then Contractor shall be in default. The City shall have the right to terminate this Agreement, in the event Contractor fails to cure a default within ten (10) business days after receiving Notice of Default. Contractor understands and agrees that termination of this Agreement under this section shall not release Contractor from any obligations accruing prior to the effective date of termination.

## **ARTICLE 10 – NOTICES**

10.1 All notices, demands, correspondence and communication between the City and Contractor shall be deemed sufficiently given under the terms of this Agreement when delivered by personal service, faxed, or dispatched by mail or certified mail, addressed as follows:

To CONTRACTOR:

Nieman Electric Motor Company  
3945 American Plaza Blvd.  
Land O Lakes, FL 34639

To CITY:

City of Zephyrhills  
ATTN: City Manager  
5335 8<sup>th</sup> Street  
Zephyrhills, Florida 33542

And,

City of Zephyrhills  
ATTN: City Attorney  
5335 8<sup>th</sup> Street  
Zephyrhills, Florida 33542

10.2 Either Party may at any time designate a different address and/or contact person by giving notice as provided above to the other Party. Such notices shall be deemed given upon receipt by the addressee.

10.3 In the event there is a change of address and the moving Party fails to provide notice to the other Party, then notice sent as provided in this Article shall constitute adequate notice.

#### **ARTICLE 11 – PUBLIC RECORDS**

11.1 IF THE CONSULTANT/CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 813-780-0000, EXT. 3543 OR CITYCLERK@CI. ZEPHYRHILLS.FL.US OR CITY CLERK, CITY OF ZEPHYRHILLS, 5335 EIGHTH STREET, ZEPHYRHILLS, FLORIDA 33542.

#### **ARTICLE 12 – INDEMNIFICATION**

12.1 Contractor/Vendor shall defend, indemnify and hold harmless the City of Zephyrhills and all of the City of Zephyrhills's officers, agents, and employees from and against all claims, liability, loss and expense, including reasonable costs, collection expenses, attorneys' fees, and court costs which may arise because of the negligence (whether active or passive), misconduct, or other fault, in whole or in part (whether joint, concurrent, or contributing), of Contractor/Vendor, its officers, agents or employees in performance or non-performance of its obligations under the Agreement. Contractor/Vendor recognizes the broad nature of this indemnification and hold harmless clause, as well as the provision of a legal defense to the City of Zephyrhills when necessary, and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by the City of Zephyrhills in support of these indemnification, legal defense and hold harmless contractual obligations in accordance with the laws of the State of Florida. This clause shall survive the termination of this Agreement. Compliance with any insurance requirements required elsewhere within this Agreement shall not

relieve Contractor/Vendor of its liability and obligation to defend, hold harmless and indemnify the City of Zephyrhills as set forth in this article of the Agreement.

Nothing herein shall be construed to extend the City of Zephyrhills's liability beyond that provided in section 768.28, Florida Statutes.

### ARTICLE 13 – INSURANCE

13.1 Contractor/Vendor shall, at its sole cost and expense, procure and maintain throughout the term of this contract, Comprehensive General Liability and Worker's Compensation insurance, including Employer Liability insurance, with minimum policy limits of \$ 1,000,000 (this could be \$2,000,000 depending on the amount of the contract) Combined Single Limits, or to the extent and in such amounts as required and authorized by Florida law, and will provide endorsed certificates of insurance generated and executed by a licensed insurance broker, brokerage or similar licensed insurance professional evidencing such coverage, and naming the City of Zephyrhills as a named, additional insured, as well as furnishing the City of Zephyrhills with a certified copy, or copies, of said insurance policies. Certificates of insurance and certified copies of these insurance policies must accompany this signed contract. Said insurance coverages procured by Contractor/Vendor as required herein shall be considered, and Contractor/Vendor agrees that said insurance coverages it procures as required herein shall be considered, as primary insurance over and above any other insurance, or self-insurance, available to the City of Zephyrhills, and that any other insurance, or self-insurance available to the City of Zephyrhills shall be considered secondary to, or in excess of, the insurance coverage(s) procured by Contractor/Vendor as required herein.

Nothing herein shall be construed to extend the City of Zephyrhills's liability beyond that provided in section 768.28, Florida Statutes.

13.2 If this Contract includes: (1) construction of a new above-ground structure or structures, or (2) any addition(s), improvement(s), alteration(s), or repair(s), to an existing above-ground structure or structures, or (3) the installation of machinery or equipment into an existing structure or structures, the Contractor shall provide, in a policy acceptable to the City, "all risk" (i.e. Special Form) property insurance on any such construction, additions, machinery or equipment. The amount of the insurance shall be no less than the estimated replacement value at the time of the City's final acceptance of such new structures, addition(s), improvement(s), alteration(s), repair(s), machinery or equipment. The coverage shall not be subject to any restriction with respect to occupancy or use by the City and, subject to thirty (30) days' prior written notice to the City shall remain in full effect until final acceptance by the City. In addition, the City, the Professional, and the Contractor's subcontractors of any tier, shall be additional insureds on this policy. The insurance shall include a deductible no greater than one percent (1%) of the Contract amount, or \$25,000, whichever is smaller, for which the Contractor shall be responsible. The risk of loss whether insured or not shall remain with the Contractor until final acceptance. Upon request, Contractor shall furnish to the City complete copies of the insurance policy.

#### **ARTICLE 14 – FORCE MAJEURE**

14.1 A “Force Majeure Event” shall mean an act of God, act of governmental body or military authority, fire, explosion, power failure, flood, storm, hurricane, sink hole, other natural disasters, epidemic, riot or civil disturbance, war or terrorism, sabotage, insurrection, blockade, or embargo. In the event that either Party is delayed in the performance of any act or obligation pursuant to or required by the Agreement by reason of a Force Majeure Event, the time for required completion of such act or obligation shall be extended by the number of days equal to the total number of days, if any, that such Party is actually delayed by such Force Majeure Event.

The Party seeking delay in performance shall give notice to the other Party specifying the anticipated duration of the delay, and if such delay shall extend beyond the duration specified in such notice, additional notice shall be repeated no less than monthly so long as such delay due to a Force Majeure Event continues. Any Party seeking delay in performance due to a Force Majeure Event shall use its best efforts to rectify any condition causing such delay and shall cooperate with the other Party to overcome any delay that has resulted.

#### **ARTICLE 15 – CHANGE ORDERS**

15.1 Without invalidating the Agreement, the City may, at any time or from time to time, order additions, deletions, or revisions in the work authorized by an executed, signed Change Order. Change Orders should be submitted on an AIA Document G701. Change Orders are a defined written instrument prepared by the Contractor and signed by both Contractor and authorized City representative.

Upon receipt of an executed authorized Change Order, the Contractor/Vendor shall proceed with the work involved. All such work shall be executed under the applicable conditions of the Contract Documents. If any Change Order causes an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, an equitable adjustment will be made.

The RPR may authorize changes or alterations in the work not involving extra cost and not inconsistent with the overall intent of the Contract Documents. These may be accomplished by a Field Order. If the Contractor/Vendor believes that any minor change or alteration authorized by the RPR entitled him to an increase in the Contract Price, he may make a claim in writing.

The Contractor/Vendor shall not start work on any alteration requiring an increase or decrease in price or extension of time until a Change Order setting forth the adjustments is executed by the City.

It is the Contractor's or Vendor's responsibility to notify his Surety of any changes affecting the general scope of the work or change in the Contract Price and the amount of the applicable Bonds shall be adjusted accordingly. The Contractor/Vendor shall furnish proof of such adjustment to the City.



## ARTICLE 16 – MISCELLANEOUS PROVISIONS

16.1 No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.

16.2 All representations, indemnifications, warranties and guarantees made in, required by, or given in accordance with this Agreement, as well as all continuing obligations indicated in the Contract Documents, shall survive final payment, completion and acceptance of the Services and termination or completion of the Agreement.

16.3 Should any provision, paragraph, sentence, word or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida, such provision, paragraph, sentence, word, or phrase shall be deemed modified to the extent necessary in order to confirm with such laws, or if not modifiable, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect or limitation of its use.

16.4 Services shall not be subcontracted, transferred, conveyed, or assigned under this Agreement in whole or in part to any other person, firm or corporation without the prior written consent of the City.

16.5 The City is exempt from Federal Excise and State taxes. The applicable tax exemption number or certificate shall be made available upon request.

16.6 This Agreement constitutes the sole and entire agreement between the Parties. No modification or amendments hereto shall be binding on either Party unless in writing and signed by both Parties.

16.7 This Agreement shall be construed and enforced according to the laws of the State of Florida. Venue in any proceedings between the Parties shall be in Pasco County, Florida.

16.8 The City reserves the right to audit the records of the Contractor covered by this Agreement at any time during the provision of Services and for a period of three (3) years after final payment is made under this Agreement.

16.9 The Contractor agrees that it shall not discriminate as to race, sex, color, creed, national origin, or disability, in connection with its performance under this Agreement.

16.10 The professional services to be provided by Contractor pursuant to this Agreement shall be non-exclusive, and nothing herein shall preclude the City from engaging other firms to perform Services.

16.11 This Agreement shall be binding upon the Parties herein, their heirs, executors, legal representatives, successors and assigns.

16.12 The Contractor agrees to comply with and observe all applicable federal, state, and local laws, rules, regulations, codes and ordinances, as they may be amended from time to time.

16.13 All other terms and conditions set forth in the Contract Documents which have not been modified by this Agreement, shall remain in full force and effect.

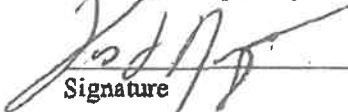
16.14 In the event of any dispute arising under or related to this Agreement, the prevailing Party shall be entitled to recover all actual attorney fees, costs and expenses incurred by it in connection with that dispute and/or the enforcement of this Agreement, including all such actual attorney fees, costs and expenses at all judicial levels, including appeal, until such dispute is resolved with finality.

16.15 This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which, when taken together, shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the parties have executed this agreement on the day written above.

Contractor Legal Representative

City of Zephyrhills

  
Signature Date 12/30/2021  
Keith F. Nigro  
Print Name

Council President  
W. Alan Knight Date

WITNESS

ATTEST:

  
Signature Date 12/30/2021

Lori L. Hillman  
City Clerk Date

# EXHIBIT A

## SOLE SOURCE PROPOSAL

The below materials is being brought to the City of Zephyrhills as a "Single Source" commodity. If your company is an authorized supplier for the State of Florida, please email the Purchasing department at [zhpurchasing1@ci.zephyrhills.fl.us](mailto:zhpurchasing1@ci.zephyrhills.fl.us).

If the City of Zephyrhills does not receive any contact before the deadline, we will consider this to be a single source commodity and proceed accordingly.

**Date Posted:** 9-17-2021

**Deadline:** 9-24-2021

**Commodity:** Tsurumi Pump which is a chopper pump in our lift station that grinds up debris. This pump is part of our lift station rehabilitation project. It has been tested in our system and has performed very well reducing breakdowns and repair. Nieman Electric is an authorized municipal distributor for Tsurumi Pump America Inc.

**Intended Source:** Nieman Electric Motor Company, authorized municipal distributor for Tsurumi Pump America Inc.

**Quantity or Term:** 2 years

**Estimated Expense:** \$30,000 + / - yearly

Please provide:

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Commodity Information: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Documents can be supplied for review. If it is determined to be a viable option for our use then we will pursue our bid procedures. Thank you.

Email: [kmiller@ci.zephyrhills.fl.us](mailto:kmiller@ci.zephyrhills.fl.us)

**From:** [William Poe](#)  
**To:** [John Bostic](#)  
**Cc:** [Karen Miller](#)  
**Subject:** RE: Sole source  
**Date:** Tuesday, October 19, 2021 1:02:10 PM  
**Attachments:** [image001.png](#)

---

I approve the sole source companies below based on purchasing policies.

Billy

**William C. Poe, Jr.**  
**City Manager**  
[wpoe@ci.zephyrhills.fl.us](mailto:wpoe@ci.zephyrhills.fl.us)  
City of Zephyrhills  
5335 8th Street, Zephyrhills, FL 33542  
PH: (813)780-0011  
FAX: (813)780-0005  
[www.ci.zephyrhills.fl.us](http://www.ci.zephyrhills.fl.us)  
**City of Pure Water**

---

**From:** John Bostic <[JBostic@ci.zephyrhills.fl.us](mailto:JBostic@ci.zephyrhills.fl.us)>  
**Sent:** Tuesday, October 19, 2021 8:03 AM  
**To:** William Poe <[WPoe@ci.zephyrhills.fl.us](mailto:WPoe@ci.zephyrhills.fl.us)>  
**Cc:** Karen Miller <[kmiller@ci.zephyrhills.fl.us](mailto:kmiller@ci.zephyrhills.fl.us)>  
**Subject:** Sole source

Billy,

Per proper purchasing policies, I am requesting your approval to accept the sole source companies below. These were advertised as required on a publicly available website, Bid Net.

| Start AD  | End AD    | Company               | Bid Net # | Annual \$\$ | Description                                  |
|-----------|-----------|-----------------------|-----------|-------------|----------------------------------------------|
| 9/17/2021 | 9/24/2021 | Parkson-Mack Co       | SS-21-09  | 15,000      | Parkson-AquaGuard/DynaSand Filters           |
| 9/17/2021 | 9/24/2021 | Nieman Electric Motor | SS-21-08  | 30,000      | Tsurumi Pump Maint./repair                   |
| 9/17/2021 | 9/24/2021 | Komline-Sanderson     | SS-21-07  | 10,000      | Parts, Materials/Maint.-Sludge Filter Press  |
| 9/17/2021 | 9/24/2021 | Hach                  | SS-21-04  | 10,000      | Sales and Support - Instrumentation Products |
| 9/17/2021 | 9/24/2021 | ICON Technologies     | SS-21-03  | 10,000      | Yaskawa IQ Pump and VFD Parts and Sales      |
| 9/17/2021 | 9/24/2021 | CUES                  | SS-21-02  | 10,000      | Cues TV Equipment-Repair and Maintenance     |
| 9/17/2021 | 9/24/2021 | Air Centers of FL     | SS-21-01  | 15,000      | Ingersoll Compressor Repairs                 |

Let me know if you have any questions.

**John Bostic III, Utilities Director**  
City of Zephyrhills  
5335 8th Street  
Zephyrhills, FL 33542-4312  
Office - 813-780-0008  
Fax - 813-780-0613  
Cell - 813-778-1018  
Email - [jbostic@ci.zephyrhills.fl.us](mailto:jbostic@ci.zephyrhills.fl.us)



**PLEASE NOTE:** Florida has a very broad public records law. Electronic communications regarding most City of Zephyrhills business are public records and available upon request. Your e-mail communications may therefore be subject to public disclosure. If you received this message in error, please do not read, forward, copy, etc. and delete immediately.

## **EXHIBIT B**

As the Sole Source provider of Tsurumi Pumps to the City of Zephyrhills the following provisions of pricing will prevail:

We have been charging City of Zephyrhills the wholesale list price for the pumps from the manufacturer and we will be able to continue to do that as well.

Each physical year of this agreement we will send you a current pump price list for that particular year. We will not have the 2022 price list until the middle of January 2022 and at such time we will furnish you a copy of same.

Repair parts will be cost plus 20%

Labor is \$90.00 per hour

## **CONSENT ITEMS 3.7**

Approval of Proposal from APT for Gravity Sewer Pipe Lining

**Issue:**

Approval of Proposal from APT for Gravity Sewer Pipe Lining

**Background:**

There are many wastewater gravity lines within the City which have Inflow & Infiltration (aka I&I) issues, causing undue stress on the collection system lines and lift stations. The I&I typically occur when there is a rain event which increases the collection system transportation quantities.

We have done a decent job over the past few years on lining many miles of pipe and we will continue to do so.

**Attachment(s):**

1. Zephyrhills, 2022 Sanitary Sewer Rehab

**Fiscal Impact:**

The proposal estimate from APT is \$391,157.50.

**Staff Recommendation:**

The Utilities Director and City Manager recommend Council's approval. Funding has been allocated in the FY 21 Utilities Department, Wastewater budget.



# Zephyrhills, 2022 Sanitary Sewer Rehab Proposal

Proposal Date: 12/16/2021  
Expiration Date: 90 Days from 12/16/2021

Prepared for Zephyrhills, City of  
Thomas Shotts  
tshotts@ci.zephyrhills.fl.us  
813-780-0028

| SERVICE                                                               | UNIT PRICE | QTY   | LINE TOTAL          |
|-----------------------------------------------------------------------|------------|-------|---------------------|
| Standard Mobilization                                                 | \$3,500.00 | 1     | \$3,500.00          |
| Pipe Cleaning (Up to 12" Pipe Sizes)                                  | \$1.50     | 14199 | \$21,298.50         |
| TV Inspection                                                         | \$1.00     | 14199 | \$14,199.00         |
| Lateral Service Reinstatement*                                        | \$150.00   | 350   | \$52,500.00         |
| *Total Quantity To Be Determined                                      |            |       |                     |
| 8" CIPP                                                               | \$20.00    | 14199 | \$283,980.00        |
| Mobilization/Demobilization for Bypass Pumping (Up to 12" Pipe Sizes) | \$200.00   | 56    | \$11,200.00         |
| Sewer Bypass Pumping (Up to 12" Pipe Sizes)                           | \$10.00    | 448   | \$4,480.00          |
| <b>Total</b>                                                          |            |       | <b>\$391,157.50</b> |

Sincerely,  
Brett Konchak  
Sales Operations Manager  
Advanced Plumbing Technology

Proposal Acceptance for Zephyrhills, City of

Acceptance Date

**General Terms & Conditions:** All of APT's General Terms & Conditions are viewable on our website at [sewerfix.com/municipal/terms-and-conditions.php](https://sewerfix.com/municipal/terms-and-conditions.php)

## **CONSENT ITEMS 3.8**

Approval of Killebrew Agreement 41-22-04 Construction of Fort King Water Line

**Issue:**

Approval of contract with Killebrew for construction of Ft King Water Line

**Background:**

The purpose of this project is to connect two (2) dead end water lines to improve water quality, level water pressures, and new fire safety along Ft King Rd. The project will connect an eight (8) inch line at the Phelps/Ft King intersection and a twelve (12) inch line near the Simons Rd./Ft King intersection.

**Attachment(s):**

1. Killebrew Agreement 12-30-21
2. Killebrew EXHIBIT A Bid 11-21-07 Ft. King Water Main Extension
3. Killebrew EXHIBIT B Company Information
4. Killebrew EXHIBIT B Construction Itemized Pricing Sheet
5. Killebrew EXHIBIT B Package Response
6. Killebrew EXHIBIT B Bid Bond

**Fiscal Impact:**

Budgeted in the FY22 budget is for \$1,500,000. The bid returned at \$1,454,222.00, which included a ten (10) percent contingency.

**Staff Recommendation:**

It is recommended by Staff to the City Council to approve the contract as presented and allow the Council President to sign the contract.

## CITY OF ZEPHYRHILLS

### Water & Wastewater Miscellaneous Construction/Maintenance Services

**THIS PROFESSIONAL SERVICES AGREEMENT** (“Agreement”) is made and entered into this 10<sup>th</sup> day of January, 2022 by and between the **CITY OF ZEPHYRHILLS**, a Florida municipal corporation, having its principal office at 5335 8<sup>th</sup> Street, Zephyrhills, FL 33542 (“City”) and **Killebrew, Inc.**, a corporation organized and authorized to do business in the State of Florida, having its principal office at 2830 Winter Lake Rd., Lakeland, FL 33803 and a mailing address at P.O. Box 6258, Lakeland, Florida 33807. (“Contractor”). The City and Contractor shall collectively be referred to as the “Parties”, and each may individually be referred to as a “Party”.

#### **ARTICLE 1 – RECITALS**

1.1 The recitals are true and correct and are hereby incorporated into and made a part of this Agreement.

#### **ARTICLE 2 – CONTRACT DOCUMENTS**

2.1 The following documents, collectively referred to as the “Contract Documents”, are incorporated into and made part of this Agreement:

2.1.1 Bid 11-21-07, Ft King Water Main Extension “Exhibit A”.

2.1.2 Contractor’s response to Item 2.1.1, attached hereto as “Exhibit B”.

2.1.3 All Addenda to 11-21-07.

#### **ARTICLE 3 – TERM OF AGREEMENT**

3.1 Subject to authorized adjustments, the Term of this Agreement shall be forty-five (45) calendar days from Notice to Proceed. During the pre-project meeting the awardee will provide the Owner the number of weeks which will take for the equipment to be delivered. Once delivered a Notice to Proceed will be issued which will start the 45 calendar days.

3.3 When, in the opinion of the City, reasonable grounds for uncertainty exist with respect to the Contractor’s ability to perform Services or any portion thereof, the City may request that the Contractor, within a reasonable time frame set forth in the City’s request, provide adequate assurances to the City in writing, of Contractor’s ability to perform in accordance with terms of this Agreement. In the event that the Contractor fails to provide the City the requested assurances within the prescribed time frame, the City may treat such failure as a repudiation or breach of the Agreement, and resort to any remedy for breach provided for in this Agreement or at law.

#### **ARTICLE 4 – COMPENSATION**

4.1 Compensation for services shall be as per outlined in Contractors response, attached as Exhibit B. The City would prefer payment made via ACH/EFT.

4.3 The City shall pay Contractor within forty-five (45) days of receipt of invoice the total shown to be due on such invoice, provided the City has accepted the Services.

#### **ARTICLE 5 – SCOPE OF SERVICES**

5.1 Contractor shall provide all labor, supervision, materials, equipment, tools, services, monitoring and expertise necessary for the completion of Services, in accordance with the specifications, terms and conditions contained in the Contract Documents. Contractor shall perform the Services in accordance with that degree of care and skill ordinarily exercised by reputable members of its profession.

5.2 This contract has been enhanced to include other City services as required, i.e., storm water or other related public works projects as awarded by the City Council.

5.3 Contractor represents and warrants to the City that: (i) Contractor possesses all qualifications, licenses and expertise required for the provision of Services, with personnel fully licensed by the State of Florida; (ii) Contractor is not delinquent in the payment of any sums due the City, including payment of permit fees, local business taxes, or in the performance of any obligations to the City; (iii) All personnel assigned to perform work shall be, at all times during the term hereof, fully qualified and trained to perform the tasks assigned to each; (iv) the Services will be performed in the manner and at such times and locations as described by the City for the budgeted amount; and (v) The person executing this Agreement on behalf of the Contractor is duly authorized to execute same and fully bind Contractor as a party to this Agreement.

5.4 Contractor agrees and understands that: (i) any and all subcontractors used by Contractor shall be paid by Contractor and not paid directly by the City; and (ii) any and all liabilities regarding payment to, or use of subcontractors for any of the work related to this Agreement, shall be borne solely by Contractor.

5.5 Contractor warrants that any and all work, materials, services or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result, will be supplied by the Contractor at its own cost, whether or not specifically called for.

5.6 The Services shall be completed by the Contractor to the satisfaction of the City. The City shall make decisions on all claims regarding interpretation of the Agreement and on all other matters relating to the execution, progress and quality of the Services.

#### **ARTICLE 6 – CITY’S TERMINATION RIGHTS**

6.1 The City shall have the right to terminate this Agreement, in its sole discretion at any time, with or without cause, upon fifteen (15) days written notice to Contractor. In such event, the City shall pay Contractor compensation for Services rendered prior to the effective date of termination. The City shall not be liable to Contractor for any additional compensation, or for any consequential or incidental damages.

## **ARTICLE 7 – INDEPENDENT CONTRACTOR**

7.1 Contractor has been procured and is being engaged by the City as an independent contractor, and not as an agent or employee of the City. Accordingly, Contractor shall not attain, not be entitled to, any rights or benefits under the Ordinances of the City, nor any rights generally afforded classified or unclassified employees of the City.

Contractor further understands that Florida workers' compensation benefits available to employees of the City, are not available to Contractor. Therefore, Contractor agrees to provide workers' compensation insurance for any employee or agent of Contractor rendering services to the City under this Agreement.

## **ARTICLE 8 – CONFLICTS OF INTEREST**

8.1 The Contractor represents and warrants to the City that it has not employed or retained any person or company employed by the City to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay any person any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or in connection with, the award of this Agreement.

8.2 Contractor covenants that no person under its employ who presently exercises any functions or responsibilities on behalf of the City in connection with this Agreement has any personal financial interest, directly or indirectly with Contractor. Contractor further covenants that, in the performance of this Agreement, no person having such conflicting interest shall be employed.

## **ARTICLE 9 – DEFAULT**

9.1 If Contractor fails to comply with any term or condition of this Agreement, or fails to perform any of its obligation hereunder, then Contractor shall be in default. The City shall have the right to terminate this Agreement, in the event Contractor fails to cure a default within ten (10) business days after receiving Notice of Default. Contractor understands and agrees that termination of this Agreement under this section shall not release Contractor from any obligations accruing prior to the effective date of termination.

## **ARTICLE 10 – NOTICES**

10.1 All notices, demands, correspondence and communication between the City and Contractor shall be deemed sufficiently given under the terms of this Agreement when delivered by personal service, faxed, or dispatched by mail or certified mail, addressed as follows:

To CONTRACTOR:

Mr. Rich Bushart, Vice President  
Killebrew, Inc.  
P.O. Box 6258  
Lakeland, Florida 33807

To CITY:

City of Zephyrhills  
ATTN: City Manager  
5335 8<sup>th</sup> Street  
Zephyrhills, Florida 33542

And,

City of Zephyrhills  
ATTN: City Attorney  
5335 8<sup>th</sup> Street  
Zephyrhills, Florida 33542

10.2 Either Party may at any time designate a different address and/or contact person by giving notice as provided above to the other Party. Such notices shall be deemed given upon receipt by the addressee.

10.3 In the event there is a change of address and the moving Party fails to provide notice to the other Party, then notice sent as provided in this Article shall constitute adequate notice.

#### **ARTICLE 11 – PUBLIC RECORDS**

**11.1 IF THE CONSULTANT/CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 813-780-0000, EXT. 3543 OR CITYCLERK@CI.ZEPHYRHILLS.FL.US OR CITY CLERK, CITY OF ZEPHYRHILLS, 5335 EIGHTH STREET, ZEPHYRHILLS, FLORIDA 33542.**

#### **ARTICLE 12 – INDEMNIFICATION**

12.1 Contractor/Vendor shall defend, indemnify and hold harmless the City of Zephyrhills and all of the City of Zephyrhills’s officers, agents, and employees from and against all claims, liability, loss and expense, including reasonable costs, collection expenses, attorneys’ fees, and court costs which may arise because of the negligence (whether active or passive), misconduct, or other fault, in whole or in part (whether joint, concurrent, or contributing), of Contractor/Vendor, its officers, agents or employees in performance or non-performance of its obligations under the Agreement. *Contractor/Vendor* recognizes the broad nature of this indemnification and hold harmless clause, as well as the provision of a legal defense to the City of Zephyrhills when necessary, and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by the City of Zephyrhills in support of these indemnification, legal defense and hold harmless contractual obligations in accordance with the laws of the State of Florida. This clause shall survive the termination of this Agreement. Compliance with any insurance requirements required elsewhere within this Agreement shall not



relieve Contractor/Vendor of its liability and obligation to defend, hold harmless and indemnify the City of Zephyrhills as set forth in this article of the Agreement.

Nothing herein shall be construed to extend the City of Zephyrhills's liability beyond that provided in section 768.28, Florida Statutes.

### **ARTICLE 13 – INSURANCE**

13.1 Contractor/Vendor shall, at its sole cost and expense, procure and maintain throughout the term of this contract, Comprehensive General Liability and Worker's Compensation insurance, including Employer Liability insurance, with minimum policy limits of \$ 1,000,000 (this could be \$2,000,000 depending on the amount of the contract) Combined Single Limits, or to the extent and in such amounts as required and authorized by Florida law, and will provide endorsed certificates of insurance generated and executed by a licensed insurance broker, brokerage or similar licensed insurance professional evidencing such coverage, and naming the City of Zephyrhills as a named, additional insured, as well as furnishing the City of Zephyrhills with a certified copy, or copies, of said insurance policies. Certificates of insurance and certified copies of these insurance policies must accompany this signed contract. Said insurance coverages procured by Contractor/Vendor as required herein shall be considered, and Contractor/Vendor agrees that said insurance coverages it procures as required herein shall be considered, as primary insurance over and above any other insurance, or self-insurance, available to the City of Zephyrhills, and that any other insurance, or self-insurance available to the City of Zephyrhills shall be considered secondary to, or in excess of, the insurance coverage(s) procured by Contractor/Vendor as required herein.

Nothing herein shall be construed to extend the City of Zephyrhills's liability beyond that provided in section 768.28, Florida Statutes.

13.2 If this Contract includes: (1) construction of a new above-ground structure or structures, or (2) any addition(s), improvement(s), alteration(s), or repair(s), to an existing above-ground structure or structures, or (3) the installation of machinery or equipment into an existing structure or structures, the Contractor shall provide, in a policy acceptable to the City, "all risk" (i.e. Special Form) property insurance on any such construction, additions, machinery or equipment. The amount of the insurance shall be no less than the estimated replacement value at the time of the City's final acceptance of such new structures, addition(s), improvement(s), alteration(s), repair(s), machinery or equipment. The coverage shall not be subject to any restriction with respect to occupancy or use by the City and, subject to thirty (30) days' prior written notice to the City shall remain in full effect until final acceptance by the City. In addition, the City, the Professional, and the Contractor's subcontractors of any tier, shall be additional insureds on this policy. The insurance shall include a deductible no greater than one percent (1%) of the Contract amount, or \$25,000, whichever is smaller, for which the Contractor shall be responsible. The risk of loss whether insured or not shall remain with the Contractor until final acceptance. Upon request, Contractor shall furnish to the City complete copies of the insurance policy.

## **ARTICLE 14 – FORCE MAJEURE**

14.1 A “Force Majeure Event” shall mean an act of God, act of governmental body or military authority, fire, explosion, power failure, flood, storm, hurricane, sink hole, other natural disasters, epidemic, riot or civil disturbance, war or terrorism, sabotage, insurrection, blockade, or embargo. In the event that either Party is delayed in the performance of any act or obligation pursuant to or required by the Agreement by reason of a Force Majeure Even, the time for required completion of such act or obligation shall be extended by the number of days equal to the total number of days, if any, that such Party is actually delayed by such Force Majeure Event.

The Party seeking delay in performance shall give notice to the other Party specifying the anticipated duration of the delay, and if such delay shall extend beyond the duration specified in such notice, additional notice shall be repeated no less than monthly so long as such delay due to a Force Majeure Event continues. Any Party seeking delay in performance due to a Force Majeure Event shall use its best efforts to rectify any condition causing such delay and shall cooperate with the other Party to overcome any delay that has resulted.

## **ARTICLE 15 – CHANGE ORDERS**

15.1 Without invalidating the Agreement, the City may, at any time or from time to time, order additions, deletions, or revisions in the work authorized by an executed, signed Change Order. Change Orders should be submitted on an **AIA Document G701**. Change Orders are a defined written instrument prepared by the Contractor and signed by both Contractor and authorized City representative.

Upon receipt of an executed authorized Change Order, the Contractor/Vendor shall proceed with the work involved. All such work shall be executed under the applicable conditions of the Contract Documents. If any Change Order causes an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, an equitable adjustment will be made.

The RPR may authorize changes or alterations in the work not involving extra cost and not inconsistent with the overall intent of the Contract Documents. These may be accomplished by a Field Order. If the Contractor/Vendor believes that any minor change or alteration authorized by the RPR entitled him to an increase in the Contract Price, he may make a claim in writing.

The Contractor/Vendor shall not start work on any alteration requiring an increase or decrease in price or extension of time until a Change Order setting forth the adjustments is executed by the City.

It is the Contractor’s or Vendor’s responsibility to notify his Surety of any changes affecting the general scope of the work or change in the Contract Price and the amount of the

applicable Bonds shall be adjusted accordingly. The Contractor/Vendor shall furnish proof of such adjustment to the City.

## **ARTICLE 16 – MISCELLANEOUS PROVISIONS**

16.1 No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.

16.2 All representations, indemnifications, warranties and guarantees made in, required by, or given in accordance with this Agreement, as well as all continuing obligations indicated in the Contract Documents, shall survive final payment, completion and acceptance of the Services and termination or completion of the Agreement.

16.3 Should any provision, paragraph, sentence, word or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida, such provision, paragraph, sentence, word, or phrase shall be deemed modified to the extent necessary in order to confirm with such laws, or if not modifiable, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect or limitation of its use.

16.4 Services shall not be subcontracted, transferred, conveyed, or assigned under this Agreement in whole or in part to any other person, firm or corporation without the prior written consent of the City.

16.5 The City is exempt from Federal Excise and State taxes. The applicable tax exemption number or certificate shall be made available upon request.

16.6 This Agreement constitutes the sole and entire agreement between the Parties. No modification or amendments hereto shall be binding on either Party unless in writing and signed by both Parties.

16.7 This Agreement shall be construed and enforced according to the laws of the State of Florida. Venue in any proceedings between the Parties shall be in Pasco County, Florida.

16.8 The City reserves the right to audit the records of the Contractor covered by this Agreement at any time during the provision of Services and for a period of three (3) years after final payment is made under this Agreement.

16.9 The Contractor agrees that it shall not discriminate as to race, sex, color, creed, national origin, or disability, in connection with its performance under this Agreement.

16.10 The professional services to be provided by Contractor pursuant to this Agreement shall be non-exclusive, and nothing herein shall preclude the City from engaging other firms to perform Services.

16.11 This Agreement shall be binding upon the Parties herein, their heirs, executors, legal representatives, successors and assigns.

16.12 The Contractor agrees to comply with and observe all applicable federal, state, and local laws, rules, regulations, codes and ordinances, as they may be amended from time to time.

16.13 All other terms and conditions set forth in the Contract Documents which have not been modified by this Agreement, shall remain in full force and effect.

16.14 In the event of any dispute arising under or related to this Agreement, the prevailing Party shall be entitled to recover all actual attorney fees, costs and expenses incurred by it in connection with that dispute and/or the enforcement of this Agreement, including all such actual attorney fees, costs and expenses at all judicial levels, including appeal, until such dispute is resolved with finality.

16.15 This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which, when taken together, shall constitute one and the same Agreement.

**IN WITNESS WHEREOF**, the parties have executed this agreement on the day written above.

Signed, Sealed and Delivered  
In the presence of:

**CITY OF ZEPHYRHILLS**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
W. Alan Knight, Council President

\_\_\_\_\_  
Witness

Attest: \_\_\_\_\_  
Lori L. Hillman, City Clerk

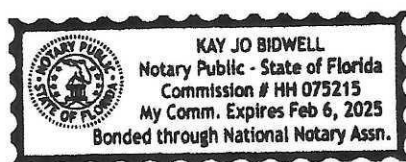
Signed, Sealed and Delivered  
In the presence of:

**CONTRACTOR-KILLEBREW INC**

Kay Jo Bidwell  
\_\_\_\_\_  
Witness

By: Richard Bush  
Name: Richard Bush  
Title: VP / Gen Mgr

Denise Henderson  
\_\_\_\_\_  
Witness



|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                          |                                                                                                                           |  |                                                                                                       |  |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|---------------------------------------------------------------------------------------------------------------------------|--|-------------------------------------------------------------------------------------------------------|--|
| <b>AGENCY:</b><br>CITY OF ZEPHYRHILLS<br>ATTN: PURCHASING DEPT<br>5335 8TH STREET<br>ZEPHYRHILLS, FL 33542                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                          |                                           |  | <b>INVITATION TO BID</b><br>Response Acknowledgement                                                  |  |
| <b>PURCHASING AGENT:</b> Karen Miller<br>Phone: 813-780-0000 x3536<br>Email: kmiller@ci.zephyrhills.fl.us                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                          | <b>AN EQUAL OPPORTUNITY EMPLOYER</b><br>FLORIDA TAX EXEMPT #85-8012740166C-4<br>FEDERAL IDENTIFICATION NUMBER #59-6000455 |  |                                                                                                       |  |
| Obtained ALL Bid Documents and Submit Q&A and Responses electronically on: BidNet Direct, <a href="https://www.bidnetdirect.com/">https://www.bidnetdirect.com/</a>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                          |                                                                                                                           |  |                                                                                                       |  |
| <b>BID/PROPOSAL NUMBER</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | <b>DISTRIBUTION DATE</b> | <b>BID/PROPOSAL TITLE</b>                                                                                                 |  | <b>BID/PROPOSAL RESPONSES OPENING DATE/TIME</b>                                                       |  |
| 11-21-07                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | 10-22-2021               | Ft. King Water Main Extension                                                                                             |  | BidNet Online-December 3, 2021<br>before 10 AM                                                        |  |
| <b>TELE CONFERENCE DATE GoTo Meetng</b> <input checked="" type="checkbox"/> Strongly Recommended <input type="checkbox"/> None<br><b>DATE:</b> Friday, October 29, 2021 <b>TIME:</b> 10:00 AM<br><b>GoTo LINK:</b> <a href="https://global.gotomeeting.com/join/228379965">https://global.gotomeeting.com/join/228379965</a><br><b>Call:</b> 1-571-317-3122 <b>ACCESS CODE:</b> 228379965                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                          |                                                                                                                           |  | RESPONSES RECEIVED AFTER ABOVE<br>DATE AND TIME<br>WILL NOT BE ACCEPTED<br>Bid Bonds must be received |  |
| <b>SITE VISIT:</b> None                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                          |                                                                                                                           |  |                                                                                                       |  |
| <b>VENDOR MUST COMPLETE THE BELOW AREAS AND RETURN FORM, NOTARIZED. FORM IS REQUIRED.</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                          |                                                                                                                           |  |                                                                                                       |  |
| RESPONDER'S NAME/ADDRESS:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                          |                                                                                                                           |  | If returning as a "NO" state reason:                                                                  |  |
| TELPHONE NUMBER:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                          |                                                                                                                           |  |                                                                                                       |  |
| EMAIL ADDRESS:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                          |                                                                                                                           |  |                                                                                                       |  |
| I certify this Response is made without prior understanding, agreement, or connections with any corporation, firm or person submitting a Response for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to all conditions of this Bid/Proposal and certify that I am authorized to sign this Response for the company. In submitting a Response to the City of Zephyrhills the Responder offers and agrees that if this Response is accepted, the Company will convey, sell, assign or transfer to the City of Zephyrhills all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Zephyrhills. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the Company. |                          |                                                                                                                           |  | <b>FEDERAL EMPLOYER ID NUMBER OR SS NUMBER:</b>                                                       |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                          |                                                                                                                           |  | <b>AUTHORIZED SIGNATURE</b>                                                                           |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                          |                                                                                                                           |  | <b>PRINTED NAME/TITLE</b>                                                                             |  |
| <b>THIS FORM MUST BE NOTARIZED BELOW</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                          |                                                                                                                           |  |                                                                                                       |  |
| Sworn to and subscribed to me this ____ day of _____, 2021<br>Personally known: <input type="checkbox"/> Or produced identification: <input type="checkbox"/><br>Type of ID: _____<br>_____<br>Notary Signature State<br>My commission expires: _____                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                          |                                                                                                                           |  | <b>AFFIX NOTARY STAMP BELOW</b>                                                                       |  |
| <b>BONDS</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                          |                                                                                                                           |  |                                                                                                       |  |
| An EBond shall be included in your uploaded response or a certified check delivered to City Hall before the deadline for an amount not less than five (5%) of the total bid price and shall be made payable to the City as a guarantee that the Bidder will not withdraw his bid for a period of forty-five (45) days after bid closing time. Bid, Payment and Performance Bond and all Insurance shall be secured from or countersigned by an Agency or Surety Company recognized in good standing and authorized to do business in the State of Florida.                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                          |                                                                                                                           |  |                                                                                                       |  |
| <b>THE CITY OF ZEPHYRHILLS RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS, TO WAIVE INFORMALITIES, AND TO ACCEPT ALL OR ANY PART OF ANY RESPONSE/PROPOSAL AS MAY BE DEEMED TO BE IN THE BEST INTEREST OF THE CITY UNLESS OTHERWISE NOTED, PAYMENT OF GOODS OR SERVICES PROVIDED AS A RESULT OF THIS SOLICITATION WILL BE MADE PER FLORIDA STATUTE. ALL VENDORS MUST SUBMIT A COMPLETED W-9 FORM.</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                          |                                                                                                                           |  |                                                                                                       |  |

F

## Table of Contents

|                                                                                            |    |
|--------------------------------------------------------------------------------------------|----|
| Bid Response Form (Part 1 and Part 2)                                                      | 3  |
| Bid Requirements                                                                           | 5  |
| Instructions to Bidders                                                                    | 7  |
| Preliminary Matters                                                                        | 13 |
| Contractor's or Vendor's Responsibility                                                    | 15 |
| Scope of Work                                                                              | 25 |
| Bid Time Table                                                                             | 26 |
| Bid Bond Form                                                                              | 27 |
| Sworn Statement – Public Entity Crimes                                                     | 28 |
| E-Verify Certification Form                                                                | 30 |
| Addenda Receipt Acknowledgement                                                            | 31 |
| Drug Free Workplace Form                                                                   | 32 |
| Non-Collusive Affidavit                                                                    | 33 |
| Errors or Omissions                                                                        | 34 |
| References -Projects of Similar Scope                                                      | 35 |
| References -For Currently Active Projects                                                  | 36 |
| Certification regarding Debarment, Suspension,<br>Ineligibility & Voluntary Exclusion Form | 37 |
| Statement of No Bid/Response                                                               | 38 |
| Trench Safety Certification                                                                | 39 |
| A1A – Change Order Sample – G701                                                           | 40 |



**BID RESPONSE FORM - Part 1**

**In accordance with the Specifications contained herein,** I certify that any and all information contained in this bid response is true; and I further certify that this bid is made without prior understanding, agreement, or connections with any corporation, firm or person submitting a bid for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. I agree to abide by all terms and conditions of the bid, and certify that I am authorized to sign for the applicant firm. *Please print the following and sign your name.*

**Amount of Base Bid** \$ \_\_\_\_\_

**10% Contingency** \$ \_\_\_\_\_  
*Contingency is not guaranteed.*

**Total Contract Sum (Amount of Bid + Contingency)** \$ \_\_\_\_\_

*Any contingency items shall be communicated by written change order and shall be approved by both the Owner and Contractor.*

**Total Contract Sum of Bid in Words:** \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

The **BIDDER** must submit a bid on all items contained in specification or the bid shall be considered irregular. The **OWNER** reserves the right to accept or reject the bid. The **OWNER**, or his representative, further reserves the unqualified right to determine whether any particular item or items or materials, equipment, or whatsoever is an approved equal, and reserves the unqualified right to a final decision regarding the approval or rejection of the same. The bid selection shall be based on the apparent low bidder for the "**TOTAL CONTRACT SUM**".

**Add'l Documents Included:**

|                                                                                                       |                                            |                                              |
|-------------------------------------------------------------------------------------------------------|--------------------------------------------|----------------------------------------------|
| <input type="checkbox"/> Bid Form 1 and 2                                                             | <input type="checkbox"/> Bid Bond/Check    | <input type="checkbox"/> References          |
| <input type="checkbox"/> Public Entity Crimes                                                         | <input type="checkbox"/> License(s) copies | <input type="checkbox"/> Drug Free Workplace |
| <input type="checkbox"/> Page 24, Signature/Seal                                                      | <input type="checkbox"/> Addenda Affidavit | <input type="checkbox"/> No-Bid              |
| <input type="checkbox"/> Trench Safety Cert.                                                          | <input type="checkbox"/> E-Verify          | <input type="checkbox"/> Non Collusive       |
| <input type="checkbox"/> Certification re: Debarment, Suspension, Ineligibility & Voluntary Exclusion |                                            |                                              |

**NAME, ADDRESS, AND SIGNATURE OF BIDDER:**

**NAME:** \_\_\_\_\_ **TITLE:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**PHONE:** \_\_\_\_\_ **FAX:** \_\_\_\_\_

**E-MAIL ADDRESS:** \_\_\_\_\_

**BIDDER SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

*Corporate Seal or Notarization below date*

**CITY OF ZEPHYRHILLS  
FORT KING WATER MAIN EXTENSION  
CONSTRUCTION ITEMIZED PRICING SHEET**

| Item No.               | Spec. No. | Item Description                                                                                   | Qty.  | Unit | Unit Price | Amount      |
|------------------------|-----------|----------------------------------------------------------------------------------------------------|-------|------|------------|-------------|
| <b>BASE BID</b>        |           |                                                                                                    |       |      |            |             |
| 1                      | 01200     | Mobilization, Demobilization, Performance and Payment Bonds, Health and Safety, General Conditions | 1     | LS   |            | \$0.00      |
| 2                      | 01200     | Traffic Control                                                                                    | 1     | LS   |            | \$0.00      |
| 3                      | 01200     | Environmental Protection                                                                           | 1     | LS   |            | \$0.00      |
| 4                      | 01200     | Construction Survey and Layout                                                                     | 1     | LS   |            | \$0.00      |
| 5                      | 01200     | PVC Water Main                                                                                     | 7,360 | LF   |            | \$0.00      |
| 6                      | 01200     | Directional Drilling 12-Inch HDPE Water Main Adjacent to Wetland                                   | 1     | LS   |            | \$0.00      |
| 7                      | 01200     | Pressure Control Valve Assembly                                                                    | 1     | LS   |            | \$0.00      |
| 8                      | 01200     | Concrete Restoration                                                                               | 295   | SY   |            | \$0.00      |
| 9                      | 01200     | Limerock Restoration                                                                               | 238   | SY   |            | \$0.00      |
| 10                     | 01200     | Asphalt Concrete Restoration                                                                       | 619   | SY   |            | \$0.00      |
| 11                     | 01200     | Testing Allowance                                                                                  | 1     | AL   |            | \$0.00      |
| 12                     | 01200     | Record Drawings Allowance                                                                          | 1     | AL   |            | \$0.00      |
| <b>TOTAL BID PRICE</b> |           |                                                                                                    |       |      |            | <b>\$ -</b> |

Excel Spreadsheet included Online

**BID REQUIREMENTS**

Bid documents, plans, addendums can be viewed and downloaded from BidNet Direct at <https://www.bidnetdirect.com/florida/cityofzephyrhills>. A link to Bidnet Direct can be found on the City's Website, [www.ci.zephyrhills.fl.us](http://www.ci.zephyrhills.fl.us), Government, Purchasing, Vendor Information, click on the link for BidNet. It is your responsibility to ensure you have downloaded all addendums published before the bid opening. You must be a registered vendor for the City of Zephyrhills. Registration is FREE. Your response and all required documentation are to be **submitted through BidNet Direct electronically before the date and time listed for responses**.

**Bid Bond:** There are two methods of providing your solicitation bid bond. The **first** and preferred method is by an EBond which can be electronically uploaded with your solicitation response. The **second** method is to provide a certified check and deliver it to City Hall, 5335 8<sup>th</sup> Street, Zephyrhills, Florida 33542 **before** the deadline. Shall be for an amount not less than five percent (5%) of the total bid price and shall be made payable to the City as a guarantee that the Bidder will not withdraw his bid for a period of forty-five (45) days after bid closing time.

The Bid Bond (EBond or Certified Check) provides as a guarantee that if the bid proposal is accepted, the bidder will execute and execute the contract and furnish a Payment and Performance Bond at least equal to one hundred percent (100%) of the contract price within ten (10) days after Notice of Award of the contract.

The bid package language accommodates for all types of services and/or purchases.

**TELE-CONFERENCE:** A non-mandatory but strongly recommended tele-conference has been scheduled to discuss the requirements of this solicitation. This has been scheduled for **Friday, October 29, 2021 at 10:00 AM**. This meeting will assure all bidders share the same information and have a fair opportunity to bid this project. It is recommended all vendors visit the locations to look at the requirements listed in this solicitation.

**GoTo Link:** <https://global.gotomeeting.com/join/228379965>

**Phone:** +1(571) 317-3122

**Access Code:** 228-379-965

*You may need to type the link as cutting/pasting may not work.*

Payment and Performance Bond and All Insurance Shall be Secured from or Countersigned by an Agency or Surety Company Recognized in Good Standing and Authorized to do Business in the State of Florida. If at any time the Owner for justifiable cause shall be or become dissatisfied with any Surety, then upon the Performance of Payment Bonds, the Contractor/Vendor shall within ten (10) days after notice from the Owner, substitute an acceptable bond (or Bonds) in such form and sum and signed by such other Surety or Sureties as may be satisfactory to the Owner. The premiums on such bond shall be paid by the Contractor/Vendor. No further payments shall be deemed due and shall not be made until new Surety or Sureties shall have furnished such an acceptable bond to the Owner.

**Insurance:** The Contractor/Vendor shall, prior to commencement of work, take out and maintain in full force and effect minimum insurance coverage as specified.

The policy's expiration date shall exceed the length of the named project/contract. It shall be the responsibility of the Contractor/Vendor to insure that all subcontractors comply with the following insurance requirements:

**Insurance Requirements for Subcontractors:** Due to the recent difficulties in the insurance market which often makes it impossible for smaller subcontractors to meet the requirements accepted by the general contractor/vendor, the following program is now in effect:

1. The general contractor/vendor will continue to provide insurance coverage as required by the City.
2. The general contractor/vendor will continue to sign a standard Hold Harmless / Indemnification clause.
3. The contract/bid document will simply state that the contractor/vendor is responsible for insuring that his/her subcontractors are adequately insured and that any action taken against the City would be covered under the contractor's or vendor's signed Hold Harmless/Indemnification clause.
4. An exception to #3 would be in the case of any subcontractor whose work has a value of 50% of the total project cost, the subcontractor will be required to meet the same insurance requirements imposed upon the general contractor/vendor.
5. The City retains the right to require any subcontractor to provide proof of insurance coverage and to request modifications when deemed necessary.

The insurance certificate shall be endorsed by the Contractor's or Vendor's insurance carrier. All certificates of insurance must be approved by the City of Zephyrhills, Florida and name the City as an additional insured.

**Indemnity:** Contractor/vendor shall defend, indemnify and hold harmless the City of Zephyrhills and all of the City of Zephyrhills's officers, agents, and employees from and against all claims, liability, loss and expense, including reasonable costs, collection expenses, attorneys' fees, and court costs which may arise because of the negligence (whether active or passive), misconduct, or other fault, in whole or in part (whether joint, concurrent, or contributing), of contractor/vendor, its officers, agents or employees in performance or non-performance of its obligations under the Agreement generated from this solicitation. Contractor/vendor recognizes the broad nature of this indemnification and hold harmless cause, as well as the provision of a legal defense to the City of Zephyrhills when necessary, and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by the City of Zephyrhills in support of these indemnification, legal defense and hold harmless contractual obligations in accordance with the laws of the State of Florida. This clause shall survive the termination of the Agreement from this solicitation. Compliance with any insurance requirements required elsewhere within the Agreement shall not relieve the contractor/vendor of its liability and obligation to defend, hold harmless and indemnify the City of Zephyrhills as set forth in this article of the Agreement.

It is further agreed that liability and exposure for indemnification (including, but not limited to the amounts of any indemnification owed by a governmental entity) will be limited to and governed by the provisions of Section 768.28(5), Florida Statutes.

**Exparte Communication:** Please note that to insure the proper and fair evaluation of a bid proposal, the City of Zephyrhills prohibits exparte communication (i.e., unsolicited) initiated by a bidder to the City official or employee evaluating or considering the bids prior to the time a bid decision has been made. Any communication between bidder and the City will be initiated by the appropriate City official or employee in order to obtain information or clarification needed to develop a proper and accurate

evaluation of the bid. Any exparte communication may be grounds for disqualifying the offending bidder from consideration or award of the proposal then in evaluation or any future proposal.

#### INSTRUCTIONS TO BIDDERS

1. **Proposals:** Responses/Proposals will be submitted through BidNet Direct meeting all requirements listed for furnishing all transportation, labor, material and equipment, and performing all operations required for the construction and completion of the work herein specified and shown on the drawings.
2. **Additional Information or Clarification:** Request for additional information or clarifications must be made in writing and can be e-mailed to [kmiller@ci.zephyrhills.fl.us](mailto:kmiller@ci.zephyrhills.fl.us) or through BidNet Direct (preferred). Any request for additional information or clarification must be received in writing **no later than Friday, November 19, 2021 by 3:00 P.M.**
3. **Equivalent Brand Names:** When the City does not wish to rule out other competitor's brands or makes, the phrase "OR EQUIVALENT" is specified. Whenever a material, article or piece of equipment is identified on the plans or in the specifications by reference to manufactures' or vendors' names, trade names, catalogue numbers, etc, it is intended merely to establish a standard; and, any material, article or equipment of other manufacturers and vendors that will perform adequately the duties imposed by the general design and will be considered equally acceptable provided the material, article or equipment so proposed, is, in the opinion of the Architect/Engineer, of equal substance and function. It shall not be purchased or installed by the Contractor/Vendor without the Architect/Engineer's written approval. However, if a product other than the specified bid, it is the bidder's responsibility to identify such product in its bid, and prove to the City that said product is equal to or better than the product specified. The City shall have the sole and absolute discretion to determine whether the product identified by the bidder is equal to or better than the product specified by the City. Manufacturers' certificates of specifications conformance of materials may be required by the City; these certificates shall be furnished at no cost to the City. Unless otherwise specified, evidence in the form of samples may be requested if the proposed brand is other than specified by the City. If samples should be requested, such samples must be received by the City within the time specified after a formal request is made. Any items which fall into this category are to be submitted to the City for review and approval **no later than Friday, November 19, 2021 by 3:00 PM.**
4. **Bidder:** A bidder is an individual, firm, or corporation submitting a Proposal to the City for the work contemplated.
5. **Proposal Forms:** The bidder shall submit his Proposal on the forms furnished herewith. The blank spaces shall be filled in correctly for each lump sum item and for every item for which a quantity is given. The bidder shall state the price, typewritten or printed in ink, for which he proposes to do each item of work called for.
6. **Signature on Proposal:** The bidder must sign his Proposal correctly. If the proposal is made by an individual, he shall sign and his name and his post office address shall be shown. If made by a firm or partnership, signature shall be by a general partner and the name and post office address of each member of the firm or partnership shall be shown. If made by a corporation, the person signing the Proposal shall show the name of the state under the laws of which the corporation was chartered, also the name and business address of its president, secretary and treasurer. The Proposal shall bear the seal of the corporation attested by the secretary. Anyone signing the Proposal as agent shall file with the Proposal legal evidence of his authority to do so.



7. **Familiarity with Laws:** The bidder is assumed to be familiar with all Federal, State and local laws, ordinances, rules and regulations that in any manner affect the work. Ignorance on the part of the bidder will in no way relieve him from responsibility.
8. **Examination of Drawings, Specifications and Site of Work:** The bidder shall visit the site of the proposed work and familiarize himself with the nature and extent of the work and all local conditions that may in any manner affect the work to be done and the equipment, materials and labor required. By submitting his bid, the bidder acknowledges that he has visited the site and that he is otherwise familiar with the nature and extent of the work and all local conditions that may in any manner affect the work to be done and the equipment, material and labor required. He is required to examine carefully the drawings and specifications and Form of Agreement and Bond and to inform himself accurately and completely regarding any and all conditions and requirements contained herein that may in any manner affect the work to be performed.
9. **Qualifications of Bidders:** The contract(s), if awarded, will be awarded only to a responsible contractor/vendor who is qualified by experience to do/supply the work specified herein. The bidder shall submit with his Proposal evidence satisfactory to the City, of his experience in like work and when requested he shall show that he has prepared the necessary organization, capital, equipment and machinery to complete the work to the satisfaction of the City within the time limit stated in the Contract Documents.
10. **Disqualification of Bidders:** No bidder shall submit more than one proposal, and reasonable grounds for believing that a bidder interested in more than one Proposal for the same work will cause rejection of all Proposals in which such bidder, or bidders, are believed to be interested. Any or all Proposals will be rejected if there is reason to believe that Collusion exists among the bidders and no participants in such collusion will be considered in future Proposals for the same work.
11. **Right to Reject Proposal:** Right is reserved to reject any or all Proposals and to disregard technical errors.
12. **Return of Proposal Guaranty:** As soon as the bids have been compared, the City may, at its discretion, return the guaranty deposit accompanying such Proposals as in its judgment would not likely be considered in making the award. All other proposal guaranties will be held until the Agreement and Bond have been executed, after which they will be returned to the respective bidders.
13. **Execution of the Agreement:** The individual, firm or corporation to which the contract has been awarded shall sign the necessary Agreement with the City, and return it to the City within **ten (10)** days. No contract shall be considered binding upon the City until it has been properly executed.
14. **Failure to Execute the Agreement:** Failure on the part of the successful bidder to execute the Agreement as required will be just cause for the annulment of the award, and in the event of the annulment of the award, the Bidder shall forfeit his bid bond. This forfeiture shall not be construed as a penalty, but as reasonable, fixed and liquidated damages because of the Bidder's failure to enter into Agreement with the City. The award may then be made to the next lowest acceptable bidder, or the work re-advertised as the City may elect.
15. **Withdrawal of Proposal:** A bidder may withdraw his Proposal without prejudice to himself, not later than the day and hour set for opening of bids, by communicating his purpose in writing to the City and his Proposal will be returned to him unopened.



16. **Interest of Member of or Delegate to Congress.** No member of or Delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this contract or any benefit that may arise therefrom, but this provision shall be construed to extend to this contract if made with a corporation for its general benefit.
17. **Basis of Award:** Considerations will be given to price, experience of the bidder in this type of work, and their conformity with the specifications. Except where the City exercises the right reserved herein to reject any or all bids and subject to the restrictions stated hereinabove, the Contract shall be awarded by the City to the responsible Bidder who has submitted either the lowest responsive bid, or the lowest responsive bid on the base bid including such alternates/optional items as the City determines to be in its own best interests, and application of any preferences, as applicable. The quality of the material to be supplied, their suitability to requirements, and guarantee clauses shall be taken into consideration. No significant deviation for the term of this specification is acceptable. The City of Zephyrhills reserves the right to reject any or all bids as authorized by law, to accept in whole or in part any such bid, and to award the contract to other than the lowest bidder at its discretion, if the best interest of the City of Zephyrhills is thereby served.
18. **Award of Contract:** The City reserves the right to reject any or all bids, or any part of any bid, to waive any informality in any bid, or to re-advertise for all or part of the work contemplated. The City reserves the right, prior to award of Contract, to add to the scope of the project any item or any combination of items which may exceed the total bid price for the project.

Considerations will be given to price, experience of the bidder in this type of work, and their conformity with the specifications. Awards will be made to the lowest responsible bidder. The quality of the material to be supplied, their suitability to requirements, and guarantee clauses shall be taken into consideration. No significant deviation for the term of this specification is acceptable. The City of Zephyrhills reserves the right to reject any or all bids as authorized by law, to accept in whole or in part any such bid, and to award the contract to other than the lowest bidder at its discretion, if the best interest of the City of Zephyrhills is thereby served.

A pre-construction meeting shall take place after the award of the contract. This meeting is mandatory pre-construction meeting. The attendees of this meeting shall be the Contractor and City Staff.

In the event the contract is awarded to this Bidder, he will enter into a formal written agreement with the City in accordance with the accepted bid within ten (10) calendar days after said contract is submitted to him. The Bidder further agrees that in the event of the Bidder's default or breach of any of the agreements of this proposal, the said bid deposit shall be forfeited as liquidated damages.

If awarded this contract, It is hereby understood and mutually agreed, by and between the Contractor/Vendor and the Owner, that the date of beginning and the time for completion as specified in the contract of the work to be done hereunder are ESSENTIAL CONDITIONS of this contract; and it is further mutually understood and agreed that the work embraced in this contract shall be commenced on a date to be specified in the "Notice to Proceed."

It is further agreed where under the contract an additional time is allowed for the completion of any work, the time limit fixed by such extension shall be of the essence of this contract. Provided, that the Contractor/Vendor shall not be charged with liquidated damages or any excess cost when the Owner determines that the Contractor/Vendor is without fault and the Contractor's or Vendor's reason for the time extension is acceptable to the Owner: Provided, further, that the Contractor/Vendor shall

not be charged with liquidated damages or any excess cost when the delay in completion of the work is due:

- (a) To any preference, priority or allocation order duly issued by the Government.
- (b) To any delays of Subcontractors or suppliers occasioned by any of the causes specified in subsection (a).

Provided, further, that the Contractor/Vendor shall, within ten (10) days from the beginning of such delay, unless the Owner shall grant a further period of time prior to the date of final settlement of the contract, notify the Owner, in writing, of the causes of the delay, who shall ascertain the facts and extent of the delay and notify the Contractor/Vendor within a reasonable time of its decision in the matter.

The Contractor/Vendor agrees that said work shall be prosecuted regularly, diligently, and uninterrupted at such rate of progress as will insure full completion thereof within the time specified. It is expressly understood and agreed, by and between the Contractor/Vendor and the Owner, that the time for the completion of the work described herein is a reasonable time for the completion of the same, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality. The Bidder agrees to supply all materials within thirty (30) days after successful agreement has been signed by both parties and after contract has been submitted to them and receipt of Notice to Proceed.

If the said Contractor/Vendor shall neglect, fail or refuse to complete the work within the time herein specified, or any proper extension thereof granted by the Owner, then the Contractor/Vendor does hereby agree, as a part consideration for the awarding of this contract, to pay to the Owner the amount specified in the contract, not as a penalty but as liquidated damages for such breach of contract as hereinafter set forth, for each and every calendar day that the Contractor/Vendor shall be in default after the time stipulated in the contract for completing the work

Should the contractor/vendor fail to substantially complete and supply the materials listed under this contract and make it available for beneficial use on or before the date stipulated for completion (or such later date as may result from extension of time granted by City), he shall pay the City, as liquidated damages, the sum of \$1000.00 for each consecutive calendar day that terms of the contract remain unfulfilled beyond date allowed by the contract, which sum is agreed upon as a reasonable and proper measure of damages which City will sustain per diem by failure of Contractor/vendor to supply the materials within the time stipulated; it being recognized by City and Contractor/vendor that the injury to City which could result from a failure of Contractor/vendor to complete on schedule is uncertain and cannot be computed exactly. In no way shall costs for liquidated damages be construed as a penalty.

Any notice to any Contractor/Vendor from the Owner relative to any part of this contract shall be in writing and considered delivered and the service thereof completed, when said notice is posted, by certified or registered mail, to the said Contractor/Vendor at his last given address or delivered in person to the said Contractor/Vendor or his authorized representative on the work.

19. **Conditions:** The bidder shall list on a separate sheet of paper any variations from, or exceptions to, the conditions and specifications of this bid. This sheet shall be labeled "Exceptions to Bid Conditions and Specifications", and shall be attached to the bid. Any variations or exceptions shall meet or exceed the plans and specifications.

20. **Quantities:** An estimate of the quantities of work to be done and/or materials to be furnished is given in the specifications. It is the result of the City's calculations and is believed to be correct. It is given only as a basis of comparison of bids and the City does not expressly or by implication agree that the actual quantities involved will correspond exactly therewith; nor shall the bidder plead misunderstanding or deception because of such estimates of quantities, or of the character, location, or other conditions pertaining to the work performed or materials furnished in accordance with the plans and specifications. It is understood that the quantities may be increased or decreased without in any way invalidating the unit bid prices.

21. **Public Records:** In accordance with 119.0701 F.S. Contractor shall:

**IF CONSULTANT OR CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S OR CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT OR CONTRACT, THEY SHALL CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**LORI HILLMAN, CITY CLERK  
CITY OF ZEPHYRHILLS  
5335 8<sup>TH</sup> STREET  
ZEPHYRHILLS, FLORIDA 33542  
[LHILLMAN@CI.ZEPHYRHILLS.FL.US](mailto:LHILLMAN@CI.ZEPHYRHILLS.FL.US)  
813-780-0000**

22. **Correction of Work.** All work, all materials, whether incorporated in the work or not, all processes of manufacture, and all methods of construction shall be at all times and places subject to the inspection of the Architect/Engineer who shall be the final judge of the quality and suitability of the work, materials, processes of manufacture, and methods of construction for the purposes for which they are used. Should they fail to meet his approval they shall be forthwith reconstructed, made good replaced and/or corrected, as the case may be by the Contractor/Vendor at his own expense. Rejected materials shall immediately be removed from the site. If, in the opinion of the Architect/Engineer, it is undesirable to replace any defective or damaged materials or to reconstruct or correct any portion of the work injured or not performed in accordance with the Contract Documents, the compensation to be paid to the Contractor/Vendor hereunder shall be reduced by such amount as in the judgment of the Architect/Engineer shall be equitable.

23. **Subsurface Conditions Found Different.** Should the Contractor/Vendor encounter sub-surface and/or latent conditions at the site materially differing from those shown on the Plans or indicated in the Specifications, the Contractor/Vendor shall immediately give notice to the Architect/Engineer of such conditions before they are disturbed. The Architect/Engineer will thereupon promptly investigate the conditions, and if he finds that they materially differ from those shown on the Plans or indicated in the specifications he will at once make such changes in the Plans and/or Specification, as the Contractor/Vendor may find necessary, any increase or decrease of cost resulting from such changes to be adjusted in the manner provided in Paragraph 17 of the General Conditions.

24. **Claims for Extra Cost.** No claim for extra work or cost shall be allowed unless the same was done in pursuance of a written order of the Architect/Engineer approved by the Owner, as aforesaid, and the claim presented with the first estimate after the changed or extra work is done. When work is performed under the terms of subparagraph 17 of the General Conditions, the Contractor/Vendor shall furnish satisfactory bills, payrolls, and vouchers covering all items of cost and when requested by the Owner, give the Owner access to accounts relating thereto.

25. **Termination (Cause and/or Convenience).**

- a. This contract may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this contract through no fault of the terminating party, provided that no termination may be effected unless the other party is given (1) not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate and (2) an opportunity for consultation with the terminating party prior to termination.
- b. This contract may be terminated in whole or in part in writing by the local government for its convenience, provided that the other party is afforded the same notice and consultation opportunity specified in 1(a) above.
- c. If termination for default is effected by the local government, an equitable adjustment in the price for this contract shall be made, but (1) no amount shall be allowed for anticipated profit on unperformed services or other work, and (2) any payment due to the contractor/vendor at the time of termination may be adjusted to cover any additional costs to the local government because of the contractor's or vendor's default.

If termination for convenience is effected by the local government, the equitable adjustment shall include a reasonable profit for services or other work performed for which profit has not already been included in an invoice.

For any termination, the equitable adjustment shall provide for payment to the contractor/vendor for services rendered and expenses incurred prior to receipt of the notice of intent to terminate, by the contractor/vendor relating to commitments (e.g., suppliers, subcontractors) which had become firm prior to receipt of the notice of intent to terminate.

- d. Upon receipt of a termination action under paragraphs (a) or (b) above, the contractor/vendor shall (1) promptly discontinue all affected work (unless the notice directs otherwise) and (2) deliver or otherwise make available to the local government all data, drawings, reports specifications, summaries and other such information, as may have been accumulated by the contractor/vendor in performing this contract, whether completed or in process.
- e. Upon termination, the local government may take over the work and may award another party a contract to complete the work described in this contract.
- f. If, after termination for failure of the contractor/vendor to fulfill contractual obligations, it is determined that the contractor/vendor had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of the local government. In such event, adjustment of the contract price shall be made as provided in paragraph (c) above.



## PRELIMINARY MATTERS

**Delivery of Bonds:** Simultaneously with the execution and delivery of the Agreement, the Contractor/Vendor shall deliver to the City the required executed Bonds. Additional copies will be furnished, upon request, at the cost of reproduction.

**Before Starting Work:** Before starting the work at the site, the Contractor/Vendor shall furnish the City with certificates of insurance and schedules as required by the City and a conference will be held to review the above schedules, to establish procedures for handling Applications for Payment and to establish a working understanding between the parties as to the Project. Present at the conference will be the City and its representative, the Contractor/Vendor and his Superintendent.

The Contractor/Vendor shall furnish a list of key personnel within **fifteen (15)** calendar days of starting construction. This list should include the superintendent, all personnel at the site and their assignments, name, title, telephone numbers (work and cellular) along with email addresses.

Before undertaking the Work, the Contractor/Vendor shall carefully study and compare the Contract Documents and check and verify all figures shown thereon and all field measurements. He shall at once report in writing to the City any conflict, error or discrepancy which he may discover. The Contractor/Vendor assumes full responsibility for having familiarized himself with the nature and extent of the Contract Documents, Work, locality and local conditions that may in any manner affect the Work to be done and represents that he has visited the site.

The City shall give the Contractor/Vendor a written Notice to Proceed, stating a date on which it is expected that the Contractor/Vendor will start the work. No work shall be done prior to the date on which the Work is to start.

The Contractor/Vendor Time shall commence to run on the date of the Notice to Proceed.

## **CORRELATION, INTERPRETATION, AND INTENT OF CONTRACT DOCUMENTS**

**For Construction:** It is the intent of the Specifications and Drawings to describe a complete Project to be constructed in accordance with the Contract Documents. The Contract Documents comprise the entire Agreement between the City and the Contractor/Vendor. They may be altered only by a Modification. The Contract Documents cover, with explicit provisions, all matters relating to the work which the Contractor/Vendor undertakes to construct or perform in full compliance with such provisions. It is understood that the Contractor/Vendor has, by personal examination and inquiry, if necessary, satisfied himself as to all local conditions and as to the meaning, requirements and reservations of the Contract Documents. No deviation will be allowed from the City's interpretation thereof. The intent of the Contract Documents is to include all labor, materials, equipment, and transportation necessary for the proper execution of the work. The Contractor/Vendor shall make plural and complete all work which, to avoid needless repetition or for the sake of brevity, has been shown singly or partially indicated. The Contractor/Vendor shall follow the Drawings and execute all work in strict accordance therewith and with the kind and quality of materials indicated and specified. Materials or work described in words which, when so applied, have a well-known technical or trade meaning shall be held to refer to such recognized standards. Any deviation from Specifications, which may be required by the exigencies of construction, shall in all cases conform to written instructions of the City. The applicable provisions of the Contract

Documents shall apply with equal force to all work, including extra work, performed under this Contract, whether performed either directly by the Contractor/Vendor or by any Subcontractor.

The Contract Documents are complementary; what is called for by one is as binding as if called for by all. If the Contractor/Vendor finds a conflict, error or discrepancy in the Contract Documents, he shall call it to the City's attention in writing before proceeding with the Work affected thereby. In resolving such conflicts, errors and discrepancies, the documents shall be given precedence in the following order: Agreement, Special Conditions, General Conditions, Specifications, including any Addenda, Drawings, Invitation to Bid and Contractors/Vendors Bid. Any work that may reasonably be inferred from the Specifications or Drawings as being required to produce the intended result shall be supplied whether or not it is specifically called for. Work, materials or equipment described in words which so applied have a well-known technical or trade meaning shall be deemed to refer to such recognized standards.

**Insurance:** Prior to beginning any work hereunder or allowing any Subcontractor to begin any work, the Contractor/Vendor shall procure, at its sole cost and expense, procure and maintain throughout the term of the contract, Comprehensive General Liability and Worker's Compensation insurance, including Employer Liability insurance, with minimum policy limits of \$1,000,000 (this could be \$2,000,000 depending on the amount of the contract) combined Single Limits, or to the extent and in such amounts as required and authorized by Florida law, and will provide endorsed certificates of insurance generated and executed by a licensed insurance broker, brokerage or similar licensed insurance professional evidencing such coverage, and naming the City of Zephyrhills as a named, additional insured, as well as furnishing the City of Zephyrhills with a certified copy, or copies, of said insurance policies. Certificates of insurance and certified copies of these insurance policies must accompany the signed contract. Said insurance coverages procured by the contractor/vendor as required herein shall be considered, and the contractor/vendor agrees that said insurance coverages it procures as required herein shall be considered, as primary insurance over and above any other insurance, or self-insurance, available to the City of Zephyrhills, and that any other insurance, or self-insurance available to the City of Zephyrhills shall be considered secondary to, or in excess of, the insurance coverage(s) procured by the contractor/vendor as required.

Nothing shall be construed to extend the City of Zephyrhills's liability beyond that provided in section 768.28, Florida Statutes.

**Builders' Risk Coverage:** *For any contracts that may apply to the following in the first sentence should also include statement below.* If this solicitation includes: (1) construction of a new above-ground structure or structures, or (2) any addition(s), improvement(s), alteration(s), or repair(s), to an existing above-ground structure or structures, or (3) the installation of machinery or equipment into an existing structure or structures, the Contractor shall provide, in a policy acceptable to the City, "all risk" (i.e., Special Form) property insurance on any such construction, additions, machinery or equipment. The amount of the insurance shall be no less than the estimated replacement value at the time of the City's final acceptance of such new structures, addition(s), improvement(s), alternation(s), repair(s), machinery or equipment. The coverage shall not be subject to any restriction with respect to occupancy or use by the City and, subject to thirty (30) days' prior written notice to the City shall remain in full effect until final acceptance by the City. In addition, the City, the Professional, and the Contractor's subcontractors of any tier, shall be additional insureds on this policy. The insurance shall include a deductible no greater than one percent (1%) of the Contract amount, or \$25,000, whichever is smaller, for which the Contractor shall be responsible. The risk of loss whether insured or not shall remain with the Contractor until final acceptance. Upon request, Contractor shall furnish to the City complete copies of the insurance policy.



**Liens:** The Contractor/vendor shall indemnify and save harmless the City from all claims, demands, causes of action, suits of whatever nature arising out of the services, labor, and materials furnished by the Contractor/Vendor or its Subcontractors under this Contract, and from all laborers', materialmen's and mechanics' liens upon the property which the work is located arising out of the services, labor, and materials furnished by the Contractor/Vendor or any of its Subcontractors under this Contract; and shall keep said property free and clear of all liens, claims, and encumbrances arising from the performance of this Contract by the Contractor/Vendor or its Subcontractors; the Contractor/Vendor hereby waiving all rights to claim such lien on the City's properties.

If required, the Contractor/Vendor shall furnish at the City's option either (a) a good and sufficient release or waiver of lien from itself, every subcontractor, materialman, laborer, and other person furnishing services, labor, or materials in connection with the work or (b) receipts in full, together with an affidavit that the receipts cover all the services, labor, and materials furnished by the Contractor/Vendor or its Subcontractors for which a lien might be filed except as covered by the releases and waivers of liens; but if any Subcontractor, laborer, materialman, or other person refuses to furnish a waiver or release a receipt in full, the Contractor/Vendor may furnish a Bond satisfactory to the City to indemnify the City against any claim or lien or otherwise. (c) Surety Bond may be furnished by the Contractor/Vendor or his Surety as a guarantee that he will execute the work in accordance with the terms of the Contract, and that he shall make all payments for all labor, materials and supplies directly or indirectly for the work. If Surety Bond is required by the City, Contract price will be increased by an amount equal to the cost of securing said Bond.

**Definitions:** The following terms are respectively defined as follows:

- **Contractor/Vendor:** A person, firm or corporation with whom the contract is made by the Owner/City.
- **Subcontractor:** A person, firm or corporation supplying labor and materials or only labor for at the site of the project for, and under separate contract or agreement with the Contractor/Vendor.
- **Work on (at) the Project:** Work to be performed at the location of the project, including the transportation of materials and supplies to or from the location of the project by employees of the Contractor and any subcontractor.
- **Owner:** Can represent the City of Zephyrhills and/or property/business owners.

#### **CONTRACTOR'S or VENDOR'S RESPONSIBILITIES**

**Supervision and Superintendence:** The Contractor/Vendor shall supervise and direct the Work efficiently and with his best skill and attention. He shall be solely responsible for the means, methods, techniques, sequences and procedures of construction. The Contractor/Vendor shall be responsible to see that the finished Work complies accurately with the Contract Documents. The Contractor/Vendor shall accept full responsibility for the work until final acceptance. He shall protect the work against all loss or damage sustained during the progress of the work and promptly repair any damage done from any cause whatsoever. After acceptance of the work, Contractor's or Vendor's responsibility shall extend to defective or faulty work as later defined in these specifications.

The Contractor/Vendor shall keep on the Work site at all times during its progress, a competent resident superintendent who shall not be replaced without written consent of the City, under extraordinary circumstances. The Superintendent will be the Contractor's or Vendor's representative at the Site and shall have the authority to act on behalf of the Contractor/Vendor. He shall be present at the pre-

construction conference. All communications given to the Superintendent shall be as binding as if given to the Contractor/Vendor.

**Labor, Materials, Equipment, and Manufactured Articles:** The Contractor/Vendor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. He shall at all times maintain good discipline and order at the site.

The Contractor/Vendor shall furnish all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water and sanitary facilities, and all other facilities and incidentals necessary for the execution, testing, and initial operation and completion of the Work. Any work necessary to be performed after regular working hours, on Sunday or legal holiday, shall be performed without additional expense to the City.

All materials and equipment shall be new, except as otherwise provided in the Contract Documents. If required by the City, the Contractor/Vendor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. All material and workmanship shall in every respect, be in accordance with what, in the opinion of the City, is in conformity with approved modern practice.

**Contractor's or Vendor's Title to Materials:** No materials or supplies for the work shall be purchased by the Contractor/Vendor or by any Subcontractor subject to any chattel mortgage or under a conditional sale contractor/vendor or other agreement by which an interest is retained by the seller. The Contractor/Vendor warrants that he has good title to all materials and supplies used by him in the work, free from all liens, claims or encumbrances.

**Request for Information (RFI):** Immediately on discovery of the need for additional information the Contractor/Vendor shall submit a RFI to the Owner's representative, Project Manager.

**Use of Premises:** The Contractor/Vendor shall confine his equipment, the storage of materials and equipment and the operations of his workmen to areas permitted by law, ordinances, or permits and shall not unreasonably encumber the premises with materials or equipment. Materials stored without proper permits shall be promptly relocated upon request by the City at the Contractor's or Vendor's expense.

**Record Drawings:** The Contractor/Vendor shall keep one record copy of all Specifications, As-built Drawings, Addenda, Modifications and Shop Drawings at the site in good order and annotated to show all changes made during the construction process. These shall be available to the RPR and the Engineer. As-builts shall be delivered to them for the City and Engineer upon completion of the Project. Release of retainage shall be contingent upon delivery of red-lined "as-builts".

**Supplementary Drawings:** When, in the opinion of the City, it becomes necessary to explain more fully the work to be done, or to illustrate the work further, or to show any changes which may be required, drawings, known as supplementary drawings, with specifications pertaining thereto, will be prepared by the Engineer.

The additional drawings and instructions supplied to the Contractor/Vendor will coordinate with the Contract Documents and will be prepared that they can be reasonably interpreted. The Contractor/Vendor shall carry out the work in accordance with the additional detail drawings and instructions. The Contractor/Vendor and the Architect/Engineer will prepare jointly: (a) a schedule, fixing the dates at which special detail drawings will be required, such drawings, if any, to be furnished by the Architect/Engineer in accordance with said schedule, and (b) a schedule fixing the respective dates for the submission of shop drawings; the beginning of manufacture, testing and installation of materials, supplies

and equipment; and the completion of the various parts of the work; each such schedule to be subject to change from time to time in accordance with the progress of the work

The supplementary drawings shall be binding upon the Contractor/Vendor with the same force as the drawings. Where such supplementary drawings require either less or more than the estimated quantities of work, credit to the City or compensations therefore to the Contractor/Vendor shall be subject to the terms of the agreement.

**Shop or Setting Drawings:** The Contractor/Vendor shall submit promptly to the Architect/Engineer four (4) copies of each shop or setting drawing prepared in accordance with the schedule predetermined as aforesaid. After examination of such drawings by the Architect/Engineer and the return thereof, the Contractor/Vendor shall make such corrections to the drawings as have been indicated and shall furnish the Architect/Engineer with four (4) corrected copies. If requested by the Architect/Engineer the Contractor/Vendor must furnish additional copies. Regardless of corrections made in or approval given to such drawings by the Architect/Engineer, the Contractor/Vendor will nevertheless be responsible for the accuracy of such drawings and for their conformity to the Plans and Specifications, unless he notifies the Architect/Engineer in writing of any deviations at the time he furnishes such drawings.

**Architect/Engineer's Authority:** The Architect/Engineer shall give all orders and direction contemplated under the contract and specifications, relative to the execution of the work. The Architect/Engineer shall determine the amount, quality, acceptability, and fitness of the several kinds of work and materials that are to be paid for under this contract and shall decide all questions which may arise in relation to said work and the construction thereof. The Architect/Engineer's estimates and decisions shall be final and conclusive, except as herein otherwise expressly provided. In case any question shall arise between the parties hereto relative to said contract or specifications; the determination or decision of the Architect/Engineer shall be a condition precedent to the Contractors/Vendors to receive any money or payment for work under this contract affected in any manner or to any extent by such question.

The Architect/Engineer shall decide the meaning and intent of any portion of the specifications and of any plans or drawings where the same may be found obscure or be in dispute. Any differences or conflicts in regard to their work that may arise between the contractor/vendor under this contract and other Contractors/Vendors performing work for the City shall be adjusted and determined by the Architect/Engineer.

**Safety and Protection:** The Contractor/Vendor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. He shall take all necessary precautions for the safety of and shall provide the necessary protection to prevent damage, injury or loss to:

All employees on the Work and other persons who may be affected thereby.

All the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site.

Other property, including City property, at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction. The Contractor/Vendor shall replace or make good any such damage, loss or injury unless such be caused directly by errors contained in the contract or by the City, or his duly authorized representatives. He shall notify the Architect/Engineer immediately. Any claim for

compensation by the Contractor/Vendor shall be promptly submitted to the Architect/Engineer for approval.

The Contractor/Vendor shall designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's Superintendent unless otherwise designated in writing by the Contractor/Vendor to the City.

#### **SAFETY PLAN**

- A. It is the contractor's or vendor's responsibility to comply with OSHA standards and all regulations pertaining to the work including confined space entry.
- B. Precaution shall be exercised at all times for the protection of persons and property. The safety provisions of applicable laws, and existing building and construction codes shall be guarded in accordance with the safety provisions of the Manual of Accident Prevention in Construction, published by the Associated General Contractor of America, and OSHA's Safety and Health Standards (29 CFR 1926/1910) U.S. Department of Labor, to the extent that such provisions are not in contravention of applicable law.
- C. **Safety Requirements:**
  - 1. The Contractor/Vendor shall provide documentation on Means of Egress, Emergency Evacuation, Confined Space Entry, Lock Out – Tag Out, Hot Work Permit, Hurricane Preparedness, Right-to-Know / MSDS Sheets to the satisfaction of the City prior to commencement of any single job.
  - 2. A Contractor/Vendor Process Safety Management Briefing will be held at the Pre-Construction Conference. The Contractor/Vendor will be required to attend this briefing and sign a form so stating that he has been briefed. A copy of this form is included in the Forms section of this package.

**Trench Safety Act:** Each contractor must submit with his bid an executed sworn certification that he will comply with the Trench Safety Act, Chapter 90-96, Florida Statutes, on trench safety.

**Emergencies:** In emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto, the Contractor/Vendor, without special instruction or authorization from the City, is obligated to act, at his discretion, to prevent threatened damage, injury or loss.

**Assignability.** The Contractor/Vendor shall not assign the whole or any part of this contract or any monies due or to become due hereunder without written consent of the Owner. In case the Contractor/Vendor assigns all of any part of any monies due or to become due under this contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that right of the assignee in and to any monies due or to become due to the Contractor/Vendor shall be subject to prior claims of all persons, firms and corporations of services rendered or materials supplied for the performance of the work called for in this contract.

**Mutual Responsibility of Contractors/Vendors.** If, through acts of neglect on the part of the Contractor/Vendor, any other Contractor/Vendor or any subcontractor shall suffer loss or damage on the work, the Contractor/Vendor agrees to settle with such other Contractor/Vendor or subcontractor by agreement or arbitration if such other Contractor/Vendor or subcontractor will so settle. If such other Contractor/Vendor or subcontractor shall assert any claim against the Owner or account of any damage



alleged to have been sustained, the Owner shall notify the contractor/vendor, who shall indemnify and save harmless the Owner against any such claim.

**Subcontractors:** The Contractor/Vendor shall not employ any Subcontractor against whom the City may have reasonable objection, nor will the Contractor/Vendor be required to employ any Subcontractor against whom he has reasonable objection. Within 30 calendar days after the date of the Award of Contract and before the City shall make any partial payments to the Contractor/Vendor, the Contractor/Vendor shall furnish to the City in writing for acceptance by the City a list of the names of the Subcontractors proposed for the principal portions of the work. The Contractor/Vendor shall not make any substitution for any Subcontractor who has been accepted by the City, unless the City determines that there is good cause for doing so.

The Contractor/Vendor shall be fully responsible for all acts and omissions of his Subcontractors and of persons directly or indirectly employed by them and of persons for whose acts any of them may be liable to the same extent that he is responsible for the acts and omissions of persons directly employed by him. Nothing in the Contract Documents shall create any contractual relationship between any Subcontractor and the City or any obligation on the part of the City to pay or to see to the obligation on the part of the City to pay or to see to the payment of any moneys due any Subcontractor, except as may otherwise be required by law. The City may furnish to any Subcontractor, to the extent practicable, evidence of amounts paid to the Contractor/Vendor on account of specific work done in accordance with schedule of values.

The divisions and sections of the Specifications and the identifications of any Drawings shall not control the Contractor/Vendor in dividing the work among Subcontractors or delineating the work to be performed by any specific trade.

The Contractor/Vendor agrees to bind specifically every Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of the City. The terms of the Contract Documents shall control over any discrepancy in any other document.

**Laws and Regulations:** The Contractor/Vendor shall give all notices and comply with all laws, ordinances, rules and regulations applicable to the work. If the Contractor/Vendor observes that the Specifications or drawings are at variance therewith, he shall give the City prompt written notice thereof, and any necessary changes shall be adjusted by an appropriate Modification. If the Contractor/Vendor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations and without such notice to the Engineer, he shall bear all costs arising therefrom; however, it will not be his primary responsibility to make certain that the drawings and Specifications are in accordance with such laws, ordinances, rules and regulations.

**Permits and Protection of Public:** The Contractor/Vendor shall be required to observe all the ordinances in relation to obtaining permits for occupying, excavating or in anywise obstructing the streets and alleys. He shall erect and maintain barricades and sufficient safeguards around all excavations, embankments or obstructions.

Where there are telephone, telegraph, light or power poles; water mains, conduits, pipe, or drains; or other construction either public or private; in or on the streets or alleys; the work shall be so conducted that no interruption or delay will be caused in the operation or use of the same. Proper written notice shall be given and all the facilities afforded the owners of such construction encountered or likely to be encountered, as will enable them to preserve the same from injury.

Unless otherwise expressly provided for in the Specifications, the City will furnish to the Contractor/vendor all surveys necessary for the execution of the work.

The Contractor/Vendor shall procure and pay all other permits, licenses and approvals necessary for the execution of this contract and shall comply with all Florida Department of Environmental Protection requirements. Cost of building permits will be paid by the contractor. ***The selected Contractor/Vendor must be registered with the City of Zephyrhills Building Department before starting the project.***

**Use of Premises:** The Contractor/Vendor shall confine his equipment, the storage of materials and equipment and the operations of his workmen to areas permitted by law, ordinances, or permits and shall not unreasonably encumber the premises with materials or equipment. Materials stored without proper permits shall be promptly relocated upon request by the City at the Contractor's or Vendor's expense.

**Quality Control:** The Contractor/Vendor shall maintain quality control over suppliers, manufacturers, products, services, site-conditions, and workmanship to assure they meet or exceed requirements of Standard and local building codes.

**Cleaning:** The Contractor/Vendor shall keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the work. The Contractor shall clean up work site, interior and exterior of building, any and all equipment or fixtures must operate properly and not show any signs of damage or any defects. At the completion of the work he shall remove all waste materials, rubbish, and debris from and about the premises as well as all tools, construction equipment and machinery, and surplus materials, and shall leave the site clean and ready for occupancy by the City. The Contractor/Vendor shall restore to their original condition those portions of the site for alteration by the Contract Documents.

**Protection of Work and Materials:** Facilities for handling of material and inspecting the work shall at all times be furnished by the Contractor/Vendor, and all costs due to delays in handling of materials or equipment, and loss or damage, shall be at the expense of the Contractor/Vendor. The Contractor/Vendor shall be responsible for all materials, equipment and supplies sold and delivered to the City until final inspection of the work and acceptance thereof by the City. In the event any such materials, equipment and supplies are lost, stolen, damaged or destroyed prior to receipt of delivery, Contractor/Vendor shall replace same without cost to the City.

**Lands and Right-of-Way:** Prior to the start of construction, the City shall obtain all lands and right-of-way necessary for the carrying out and completion of work to be performed under this contract.

**Other Prohibited Interests:** No official of the City who is authorized in such capacity and on behalf of the City to negotiate; make, accept or approve or to take part in negotiating, making, accepting or approving any architectural, engineering, inspection, construction or material supply contract or any subcontracting connection with the construction of the project, shall become directly or indirectly interested personally in this contract or in any part hereof. No official who is authorized in such capacity and on behalf of the City to exercise any legislative, executive, supervisory or other similar functions in connection with the construction of the project, shall become directly or indirectly interested personally in this contract or in any part thereof, any material supply contract, insurance contract, or any other contract pertaining to the project.

**Construction Schedule and Periodic Estimates:** Immediately after execution and delivery of the contract, and before the first partial payment is made, the Contractor/Vendor shall deliver to the City an estimated construction progress schedule in a form satisfactory to the City, showing the proposed dates of



commencement and completion of each of the various subdivision of work required under the Contract Documents and the anticipated amount of each monthly payment that will become due to the Contractor/Vendor in accordance with the progress schedule. The Contractor/Vendor shall also furnish on forms mutually agreeable to the Engineer, Contractor/Vendor and the City: (a) a detailed estimate giving a complete breakdown of the contract price, and (b) periodic itemized estimates of work done for the purpose of making partial payments therefore. The costs employed in making up any of these schedules will be used only for determining the basis of partial payments and will not be considered as fixing a basis for additions to or deductions from the contract price.

**Payments to Contractor/Vendor.** (a) At the end of each calendar month during the life of the contract, the engineer will prepare an estimate of the quantities of the work completed and of the total amount due. The amount will be due on or before the 15th day of the second month following the completion of said work. (b) In preparation of monthly partial pay, estimated accounts may be taken if specifically approved by the owner of materials delivered to the site of work but not yet incorporated into the work. (c) When the work provided for by the contract has been completely performed on the part of the contractor/vendor and all parts of the work have been approved by the engineer and accepted by the owner, a final estimate will be prepared which shows the total cost of the work performed under the contract, including extra work as authorized by change orders, the total amount retained, and the total amount paid on previous partial estimates. All prior estimates upon which payments have been made are subject to necessary corrections or revisions in the final payment. All pay estimates will be reviewed for correctness by the engineer and approved by the owner before payment. **NOTE: All payments will be processed by ACH/EFT processing and the contractor will need to be enrolled.**

**Payments by Contractor/Vendor.** The Contractor/Vendor shall pay: (a) for all transportation and utility services not later than the 20th day of the calendar month following that in which services are rendered; and (b) for all materials, tools, and other expendable equipment to the extent of ninety percent (90%) of the cost thereof, not later than the 20th day of the calendar month following that in which such materials, tools, and equipment are delivered at the site of the project, and the balance of the cost thereof, not later than the 30th day following the completion of that part of the work in or on which such materials, tools and equipment are incorporated or used; (c) to each of his subcontractors, not later than the 5th day following each payment to the Contractor/Vendor, the respective amounts allowed the Contractor/Vendor on account of the work performed by his subcontractors to the extent of each subcontractor's interest.

**Acceptance of Final Payment Constitutes Release:** The acceptance by the Contractor/Vendor of final payment shall be and shall operate as a release to the City of all claims and all liability to the Contractor/Vendor for all things done or furnished in connection with this work and for every act and neglect of the City and others relating to or arising out of this work. No payment, however, final or otherwise, shall operate to release the Contractor/Vendor or his sureties from any obligations under this contract or the Performance and Payment Bond.

**Decisions in Disagreements:** The Engineer will be the interpreter of the terms and conditions of the Contract Documents and the judge of the performance thereunder. In his capacity as interpreter and judge, he will exercise his best efforts to ensure faithful performance by both the City and the Contractor/Vendor. He will not show partiality to either and shall not be liable for the result of any interpretation or decision rendered in good faith. Claims, disputes and other matters relating to the execution and progress of the work or the interpretation of or performance under the Contract Documents shall be referred to the Engineer for decision; which he will render in writing within a reasonable time.

**Change Orders:** Without invalidating the Agreement, the City may, at any time or from time to time, order additions, deletions, or revisions in the work authorized by an executed, signed Change Order. Change Orders should be submitted on an **AIA Document G701** (*exampled attached in the Forms section of this package*). Change Orders is a defined written instrument prepared by the Contractor and signed by both Contractor and authorized City representative.

Upon receipt of an executed authorized Change Order, the Contractor/Vendor shall proceed with the work involved. All such work shall be executed under the applicable conditions of the Contract Documents. If any Change Order causes an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, an equitable adjustment will be made.

The RPR may authorize changes or alterations in the work not involving extra cost and not inconsistent with the overall intent of the Contract Documents. These may be accomplished by a Field Order. If the Contractor/Vendor believes that any minor change or alteration authorized by the RPR entitled him to an increase in the Contract Price, he may make a claim in writing.

The Contractor/Vendor shall not start work on any alteration requiring an increase or decrease in price or extension of time until a Change Order setting forth the adjustments is executed by the City.

It is the Contractor's or Vendor's responsibility to notify his Surety of any changes affecting the general scope of the work or change in the Contract Price and the amount of the applicable Bonds shall be adjusted accordingly. The Contractor/Vendor shall furnish proof of such adjustment to the City.

**Change of Contract Time:** The Contract Time may only be changed by a Change Order. Any claim for an extension in the Contract Time, shall be in writing delivered to the City within five days of the occurrence of the event giving rise to the claim. All claims for adjustment in the Contract Time shall be determined by the Engineer if the City and the Contractor/Vendor cannot otherwise agree. Any change in the Contract Time resulting from any such claim shall be incorporated in a Change Order.

The Contract Time will be extended in an amount equal to time lost due to delays beyond the control of the Contractor if he makes a claim therefore as provided for. Such delays shall include, but not be restricted to, acts or neglect by any separate Contractor/Vendor employed by the City, fires, floods, labor disputes, epidemics, abnormal weather conditions, or acts of God.

All time limits stated in the Contract Documents are of the essence of the Agreement.

Whenever changes in the work are ordered by written Modification, the extension to the Contract Time, if an extension is to be allowed, shall be noted in the same written Modification.

Claims for extension of Contract Time will be approved only if the work or the event which causes the delay, affects the path of critical events of the project. In such case an extension of time will then be allowed only to equal the number of days by which this path of events is lengthened. If required by the Engineer, Contractor/Vendor shall indicate this path of critical events, by diagram or narrative, in such detail as may be necessary to justify his claim and establish the number of days' delay. The path of critical events mentioned herein is defined as that series of interdependent construction events which must be sequentially performed and which require a longer total time to perform than any other such series. Said extension shall be, as determined by the Engineer, sufficient to compensate for the detention, provided it shall have immediate notice from the Contractor/Vendor, in writing, of the cause and the probable length of the detention; however, neither an extension of any time for any reason beyond the date set

herein, nor the acceptance of any work subsequent to said date, shall be deemed a waiver by the City of the right to abrogate the Contract for delay.

**Weather Conditions:** In the event of temporary suspension of work, or during inclement weather or whenever the Architect/Engineer shall direct, the Contractor/Vendor will and will cause his subcontractors to carefully protect his and their work and materials against damage or injury from the weather. If, in the opinion of the Architect/Engineer, any work or materials shall have been damaged or injured by reason of failure on the part of the Contractor/Vendor or any of his Subcontractors to protect this work, such materials shall be removed and replaced at the expense of the Contractor/Vendor.

**Photographs of the Project.** *If required by the Owner, the Contractor/Vendor shall furnish photographs of the project, in the quantities as requested.*

**Tests and Inspections:** All materials and equipment used in the construction of the project shall be subject to adequate inspection and testing in accordance with accepted standards. The laboratory or inspection agency shall be selected by the Owner. The offer or payment of any compensation, whatever may be its character or form, the offer or giving of any gratuity, or the offer or granting of any valuable favor by the Contractor/Vendor to any Inspection, directly or indirectly, is strictly prohibited, and any such act on the part of the Contractor/Vendor will constitute a violation of this Contract.

If the Contract Documents, laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction require any work to specifically be inspected, tested, or approved by someone other than the Contractor/Vendor, the Contractor/Vendor shall give the City notice of readiness therefore. The Contractor/Vendor shall furnish the City the required certificates of inspection, testing or approval. All such tests shall be in accordance with the methods prescribed by the American Society for Testing and Materials or such other applicable organization as may be required by law or the Contract Documents. If any such work required so to be inspected, tested or approved is covered without approval of the City, it shall be requested by the City, be uncovered for observation at the Contractor's or Vendor's expense. The cost of such inspections, tests, and approvals shall be borne by the Contractor/Vendor unless otherwise provided.

The City of Zephyrhills shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records.

**Use and Occupancy Prior to Acceptance by City:** The Contractor/Vendor agrees to the use and occupancy of a portion or unit of the project before formal acceptance by the City, provided the City:

- A. Secures written consent of the Contractor/Vendor except in the event, in the opinion of the Architect/Engineer, the Contractor/Vendor is chargeable with unwarranted delay in final cleanup or punch list items or other contract requirements.
- B. Secures endorsement from the insurance-carrier and consent of the Surety permitting occupancy of the building or use of the project during the remaining period of construction.

**Acceptance:** Upon completion, the project manager shall inspect the project to assure all quality control standards are in compliance with the plans and specifications contained herein. The contract retainage ten (10%) will be released for final payment upon completion of all punch list items.

**Guarantee and Warranties:** Neither the final certificate of payment nor any provision in the Contract Documents, nor partial or entire occupancy of the premises by the City, shall constitute an acceptance of work not done in accordance with the Contract Documents or relieve the Contractor/Vendor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor/Vendor shall remedy any defect in the work and pay for any damage to other work resulting there from, which shall appear within a period of one (1) year from the date of final acceptance of the work unless a longer period is specified. The City will give notice of observed defects with reasonable promptness.

All guarantees and warranties shall commence on the date of substantial completion or on acceptance by the owner of re-work items. The Contractor shall furnish a one (1) year unconditional warranty. The warranty shall include all manufacturers' warranties on equipment and material installed by the Contractor or any subcontractors. These items shall be transferred to the City and in the City's name. All warranty items shall be secured in an organized 3-ring binder.

**City May Stop the Work:** If the work is defective, or the Contractor/Vendor fails to supply sufficient skilled workmen or suitable materials or equipment or if the Contractor/Vendor fails to make prompt payments to Subcontractors for labor, materials, or equipment, the City may order the Contractor/Vendor to stop the work, or any portion thereof, until the cause for such order has been eliminated; however, this right of the City to stop the work shall not give rise to any duty on the part of the City to exercise this right for the benefit of the Contractor/Vendor or any other party.

For each consecutive calendar day that the work remains incomplete after the date established for final completion, the Contractor/Vendor shall pay City and the City is authorized to retain from the compensation otherwise to be paid to the Contractor/Vendor the sum of the phase schedule, **\$1000.00**. This amount is the minimum measure of damages the City will sustain by failure of the Contractor to complete all remedial work, correct deficient work, clean up the project and other miscellaneous tasks as required to complete all work specified. This amount is in addition to the liquidated damages prescribed above, and likewise shall not be construed as a penalty.

The Bidder hereby agrees that the City reserves the right to waive any bid and to reject any or all bids, or to accept any bid that in its judgment will be in the best interest of the City. The bidder's signature understands and acknowledges the requirements set forth in this bid package.

\_\_\_\_\_  
Signature/Print Name/Company

\_\_\_\_\_  
Date

In witness whereof, the Bidder has hereunto set his signature and affixed his seal this \_\_\_\_\_ day of \_\_\_\_\_ A.D. 2021.

\_\_\_\_\_ (Seal)

By: \_\_\_\_\_

Title: \_\_\_\_\_

## 11-21-07 FORT KING WATER MAIN EXTENSION

**Scope of Work:** The City of Zephyrhills is soliciting a licensed State of Florida contractor to extend their existing water system from its current terminus at the intersection of Simons Road and Fort King further North to connect into another portion of the City's system at the West End of Phelps Road. This will allow the City to accrue additional customers and specifically provide higher level of service for both customers and fire flow.

- Will be installing approximately 8,500 linear feet (LF) of 12-inch polyvinylchloride (PVC) potable water piping starting at the existing terminus of the City's existing system at or near the corner of Daughtery Road and Fort King along the East County right-of-way (ROW) of Fort King continuing North to Phelps Road where it will connect into the City's existing lines. All pipelines shall be placed within existing ROW.
- This pipeline will connect the "high pressure zone" with the "low pressure zone" within the City. This design will also incorporate a pressure control valve assembly to allow the two systems to act concurrently without causing adverse pressure issues.
- Provisions will be made in the pipeline for future connections at specific locations approved by the City.
- 

All design constraints will comply with the City's standard design requirements. Please download the package, plans and specifications for complete details.

**Estimated Cost:** \$1.9 million

**Hours of Operation:** 7:00 AM – 6:00 PM, Monday – Friday

**Completion Time:** Substantial Completion--(9) months from Notice to Proceed.  
Final Completion—(10) months from Notice to Proceed.

## TIME TABLE

| Bid Time Table               | Date       | Day    | Time     |
|------------------------------|------------|--------|----------|
| Bid Distribution             | 10-22-2021 | Friday |          |
| Teleconference Pre-Bid*      | 10-29-2021 | Friday | 10:00 AM |
| Equivalent/Question Deadline | 11-19-2021 | Friday | 3:00 PM  |
| Response Deadline            | 12-03-2021 | Friday | 10:00 PM |
| Presented to City Council    | 12-06-2021 | Mon    | 6:00 PM  |

\*Teleconference: You may need to type the link in manually in order for it to connect.

**GoTo Link:** <https://global.gotomeeting.com/join/228379965>

**Phone:** +1(571)317-3122

**Access Code:** 228-379-965

*You may need to type the link into explorer rather than copy/paste.*



# THE AMERICAN INSTITUTE OF ARCHITECTS

Executed in Counterpart(s)

AIA Document A310

## Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we

(Here insert full name and address or legal title of Contractor/Vendor)

as Principal, hereinafter called the Principal, and

(Here insert full name and address or legal title of Surety)

a corporation duly organized under the laws of the State of

as Surety, hereinafter called the Surety, are held and firmly bound unto

(Here insert full name and address or legal title of Owner)

***Bonds and All Insurance shall be secured from or countersigned by an Agency or Surety Company recognized in good standing and authorized to do business in the State of Florida.***

as Oblige, hereinafter called the Oblige, in the sum of \_\_\_\_\_  
 \_\_\_\_\_ Dollars (\$      ),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, The Principal has submitted a bid for

(Here insert full name, address and description of project)

NOW, THEREFORE, if the Oblige shall accept the bid of the Principal and the Principal shall enter into a Contract with the Oblige in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Oblige the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Oblige may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this

day of

2021

\_\_\_\_\_

(Principal)

(Seal)

\_\_\_\_\_  
(Witness)

(Title)

\_\_\_\_\_  
(Witness)

(Surety)

(Seal)

\_\_\_\_\_  
 (Title) **Attorney-in-Fact &  
 Florida Licensed Resident Agent**

**\*\*Must be spelled out in the fields provided. It is not allowed to put in 5% on this form.**

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),  
FLORIDA STATUTES ON PUBLIC ENTITY CRIMES**

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC  
OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.**

A. This sworn statement is submitted to \_\_\_\_\_  
(print name of the public entity)

by \_\_\_\_\_  
(print individual's name and title)

for \_\_\_\_\_  
(print name of entity submitting sworn statement)

whose business address is

\_\_\_\_\_  
\_\_\_\_\_

and (if applicable) its Federal Employer Identification Number (FEIN) is \_\_\_\_\_  
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_.)

- B. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
- C. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
- D. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes means:
- A predecessor or successor of a person convicted of a public entity crime; or
  - An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

11-21-07 FORT KING WATER MAIN EXTENSION

- E. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
- F. Based on information and belief, the statement which I have marked below is true in relation to the  
entity submitting this sworn statement. (Indicate which statement applies.)

\_\_\_\_\_ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

\_\_\_\_\_  
(Signature)

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 2020. Personally or known \_\_\_\_\_  
Or Produced identification \_\_\_\_\_ Notary Public – State of \_\_\_\_\_

\_\_\_\_\_  
My commission expires \_\_\_\_\_  
(Type of Identification)

\_\_\_\_\_  
(Printed, Typed or stamped commissioned name of notary public)

**E-VERIFY CERTIFICATION FORM**

All vendors, contractors and subcontractors doing business with the City of Zephyrhills must certify that they have implemented the federal E-Verify program.

E-Verify is a federal system established by the Department of Homeland Security to determine the immigration and work-eligibility status of prospective employees. Detailed E-Verify program information for employers can be found at <http://www.dhs.gov/e-verify>.

Prior to providing goods or services to the City of Zephyrhills, vendors must certify compliance with the federal E-Verify program. In the case of contractors, this includes obtaining written certification from all subcontractors who will participate in the performance of the contract. The certification below has been prepared for all vendors and contractors to use for this purpose. All subcontractor certifications must be kept on file with the contract vendor and made available to the state and/or City upon request.

**CERTIFICATION**

(In accordance with Executive Order No. 11-02)

I certify that the company shown below is in compliance with the above statement and that I am authorized to sign on its behalf.

Name of Company: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Printed Name/Title: \_\_\_\_\_

Address: \_\_\_\_\_

Date: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

The City of Zephyrhills reserves the right to determine how it will respond to any instances of non-compliance or false certification of compliance. Potential City actions include, but are not limited to, cancellation of the contract and/or suspending or debarring the contract vendor from performing services in any aspect to the City.

Please send the completed form with your submittal.

Addenda Receipt Acknowledgment

Addendum # \_\_\_\_\_ Date \_\_\_\_\_ Initials \_\_\_\_\_

Addendum # \_\_\_\_\_ Date \_\_\_\_\_ Initials \_\_\_\_\_

Addendum # \_\_\_\_\_ Date \_\_\_\_\_ Initials \_\_\_\_\_

Addendum # \_\_\_\_\_ Date \_\_\_\_\_ Initials \_\_\_\_\_

***Firm Representative:***

\_\_\_\_\_  
Signature/Date (Executed by Corporate Authority)

**DRUG-FREE WORKPLACE FORM**

The undersigned vendor, in accordance with Florida Statute 287.087, hereby

certifies that \_\_\_\_\_ does:

(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or pleas of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm fully complies with the above requirements.

\_\_\_\_\_  
Bidder's Signature

\_\_\_\_\_  
Date

PUR062.036  
re. 10/97



11-21-07 FORT KING WATER MAIN EXTENSION

**NON-COLLUSIVE AFFIDAVIT**

State of Florida

County of \_\_\_\_\_

\_\_\_\_\_, being first duly sworn, deposes and says that he/she is

\_\_\_\_\_, the party making the fore-going submittal of qualifications or bid that

such submittal

(partner or officer of the Firm, etc)

Or bid is genuine and not collusive or sham; that said Firm has not colluded, conspired, connived or agreed, directly or indirectly, with any Firm or person, to put in a sham response or to refrain from responding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to secure any advantage against the City of Zephyrhills of any person interested in the proposed contract; and that all statements in said response are true.

\_\_\_\_\_  
*Officer*

\_\_\_\_\_ *(Company Name)*

State of Florida

County of \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_

by

\_\_\_\_\_ *(name and title of corporate officer)*

of \_\_\_\_\_ *(Name of Corporation),*

a \_\_\_\_\_ *(state or place of incorporation)* corporation, on behalf of the corporation. He/she is personally known to me or has produced \_\_\_\_\_ *(Identification type)*

as identification.

\_\_\_\_\_ *(Signature line for notary public)*

\_\_\_\_\_ *(Name of notary type, printed or stamped)*

\_\_\_\_\_ *(Title or rank)*

My commission expires: \_\_\_\_\_

Serial number, if any \_\_\_\_\_

**Errors or Omissions**

Upon review of this project's plans and construction documents are you aware of any apparent errors or omissions?

☐ **YES**

☐ **No**

If YES, please provide a detailed explanation of any apparent errors or omissions on this sheet.

## 11-21-07 FORT KING WATER MAIN EXTENSION

### REFERENCES –PROJECTS OF SIMILAR SCOPE

Within the last five (5) years-Minimum 5 references

**Reference 1:** Company Name: \_\_\_\_\_  
Project Name: \_\_\_\_\_ Project Amount: \$ \_\_\_\_\_  
Start Date: \_\_\_\_\_ Finished Date: \_\_\_\_\_  
Description: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Contact Name: \_\_\_\_\_ Phone: \_\_\_\_\_  
Email: \_\_\_\_\_ Within Budget: YES ☐ NO ☐ \*Explain  
\_\_\_\_\_

**Reference 2:** Company Name: \_\_\_\_\_  
Project Name: \_\_\_\_\_ Project Amount: \$ \_\_\_\_\_  
Start Date: \_\_\_\_\_ Finished Date: \_\_\_\_\_  
Description: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Contact Name: \_\_\_\_\_ Phone: \_\_\_\_\_  
Email: \_\_\_\_\_ Within Budget: YES ☐ NO ☐ \*Explain  
\_\_\_\_\_

**Reference 3:** Company Name: \_\_\_\_\_  
Project Name: \_\_\_\_\_ Project Amount: \$ \_\_\_\_\_  
Start Date: \_\_\_\_\_ Finished Date: \_\_\_\_\_  
Description: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Contact Name: \_\_\_\_\_ Phone: \_\_\_\_\_  
Email: \_\_\_\_\_ Within Budget: YES ☐ NO ☐ \*Explain  
\_\_\_\_\_

**Reference 4:** Company Name: \_\_\_\_\_  
Project Name: \_\_\_\_\_ Project Amount: \$ \_\_\_\_\_  
Start Date: \_\_\_\_\_ Finished Date: \_\_\_\_\_  
Description: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Contact Name: \_\_\_\_\_ Phone: \_\_\_\_\_  
Email: \_\_\_\_\_ Within Budget: YES ☐ NO ☐ \*Explain  
\_\_\_\_\_

**Reference 5:** Company Name: \_\_\_\_\_  
Project Name: \_\_\_\_\_ Project Amount: \$ \_\_\_\_\_  
Start Date: \_\_\_\_\_ Finished Date: \_\_\_\_\_  
Description: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Contact Name: \_\_\_\_\_ Phone: \_\_\_\_\_  
Email: \_\_\_\_\_ Within Budget: YES ☐ NO ☐ \*Explain  
\_\_\_\_\_

## 11-21-07 FORT KING WATER MAIN EXTENSION

### REFERENCES –FOR CURRENTLY ACTIVE PROJECTS

Within the last five (5) years-Minimum 5 references

**Reference 1:** Company Name: \_\_\_\_\_  
Project Name: \_\_\_\_\_ Project Amount: \$ \_\_\_\_\_  
Start Date: \_\_\_\_\_ Finished Date: \_\_\_\_\_  
Description: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Contact Name: \_\_\_\_\_ Phone: \_\_\_\_\_  
Email: \_\_\_\_\_ Within Budget: YES ☐ NO ☐ \*Explain \_\_\_\_\_  
\_\_\_\_\_

**Reference 2:** Company Name: \_\_\_\_\_  
Project Name: \_\_\_\_\_ Project Amount: \$ \_\_\_\_\_  
Start Date: \_\_\_\_\_ Finished Date: \_\_\_\_\_  
Description: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Contact Name: \_\_\_\_\_ Phone: \_\_\_\_\_  
Email: \_\_\_\_\_ Within Budget: YES ☐ NO ☐ \*Explain \_\_\_\_\_  
\_\_\_\_\_

**Reference 3:** Company Name: \_\_\_\_\_  
Project Name: \_\_\_\_\_ Project Amount: \$ \_\_\_\_\_  
Start Date: \_\_\_\_\_ Finished Date: \_\_\_\_\_  
Description: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Contact Name: \_\_\_\_\_ Phone: \_\_\_\_\_  
Email: \_\_\_\_\_ Within Budget: YES ☐ NO ☐ \*Explain \_\_\_\_\_  
\_\_\_\_\_

**Reference 4:** Company Name: \_\_\_\_\_  
Project Name: \_\_\_\_\_ Project Amount: \$ \_\_\_\_\_  
Start Date: \_\_\_\_\_ Finished Date: \_\_\_\_\_  
Description: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Contact Name: \_\_\_\_\_ Phone: \_\_\_\_\_  
Email: \_\_\_\_\_ Within Budget: YES ☐ NO ☐ \*Explain \_\_\_\_\_  
\_\_\_\_\_

**Reference 5:** Company Name: \_\_\_\_\_  
Project Name: \_\_\_\_\_ Project Amount: \$ \_\_\_\_\_  
Start Date: \_\_\_\_\_ Finished Date: \_\_\_\_\_  
Description: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Contact Name: \_\_\_\_\_ Phone: \_\_\_\_\_  
Email: \_\_\_\_\_ Within Budget: YES ☐ NO ☐ \*Explain \_\_\_\_\_  
\_\_\_\_\_

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary  
Exclusion Form**

1. The prospective Vendor, \_\_\_\_\_, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal Department or Agency.
2. Where the Vendor is unable to certify to the above statement, the prospective Vendor shall attach an explanation to this form.

Vendor: \_\_\_\_\_  
Name of Company – Please Print

Signature: \_\_\_\_\_  
Authorized Company Representative

Name/Title: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_

**CITY OF ZEPHYRHILLS**

**STATEMENT OF NO BID**

If you do not intend to bid, please complete the information below and return this form with the bid title and number clearly marked on the front of the envelope. Please send the STATEMENT OF NO BID FORM no later than the opening date indicated on the INVITATION TO BID FORM.

Please be advised that if the NO BID STATEMENT is not executed and returned your name may be deleted from the list of qualified bidders for the City of Zephyrhills.

We decline to submit a bid for the following reasons:

- ☐ Unable to meet Bond or Insurance requirements.
- ☐ Unable to meet specifications; we do not offer this product or an equivalent.
- ☐ Specifications are unclear, specialty items or too intricate.
- ☐ Insufficient time to respond; our schedule will not permit us to perform.
- ☐ Reason for declining on attached sheet.

Company Name: \_\_\_\_\_ Date: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Signature: \_\_\_\_\_

Return completed form to: **City of Zephyrhills, Purchasing Office**  
**5335 8<sup>th</sup> Street**  
**Zephyrhills, FL 33542**



**CERTIFICATION OF CONTRACTOR REGARDING TRENCH SAFETY**

This certification is required pursuant to the Trench Safety Act, Chapter 90-98, Florida Statutes regarding Trench Safety. The Act specifically incorporates the Occupational Safety and Health Administration's excavation safety standards, 29 CFR S. 1928.650 Subpart P as the State standard. Any revision to OSHA's safety standards that are consistent with the Florida Statutes shall also be complied with upon its effective date. The act requires that any bidder or prospective contractor, or any of their proposed subcontractors, shall provide written assurance that the contractor will comply with the applicable trench safety standards.

---

Name of Contractor: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

---

1. Contractor agrees that he is aware of the Trench Safety Act and the requirements of the Act.
  2. Contractors agrees to comply with all applicable trench safety standards as set forth in the Act and as referenced in the Act.
- 

Name of Signer: \_\_\_\_\_  
PLEASE PRINT

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_


**AIA® Document G701™ – 2017**
**Change Order**PROJECT: *(name and address)*

CONTRACT INFORMATION:

Contract For:

Date:

CHANGE ORDER INFORMATION:

Change Order Number:

Date:

OWNER: *(name and address)*ARCHITECT: *(name and address)*CONTRACTOR: *(name and address)***THE CONTRACT IS CHANGED AS FOLLOWS:**

*(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)*

The original (Contract Sum) (Guaranteed Maximum Price) was \$ \_\_\_\_\_

The net change by previously authorized Change Orders \$ \_\_\_\_\_

The (Contract Sum) (Guaranteed Maximum Price) prior to this Change Order was \$ \_\_\_\_\_

The (Contract Sum) (Guaranteed Maximum Price) will be (increased) (decreased) (unchanged) by this Change Order in the amount of \$ \_\_\_\_\_

The new (Contract Sum) (Guaranteed Maximum Price), including this Change Order, will be \$ \_\_\_\_\_

The Contract Time will be (increased) (decreased) (unchanged) by ( ) days.

The new date of Substantial Completion will be \_\_\_\_\_

**NOTE:** This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

**NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.**ARCHITECT *(Firm name)*CONTRACTOR *(Firm name)*OWNER *(Firm name)*

SIGNATURE

SIGNATURE

SIGNATURE

PRINTED NAME AND TITLE

PRINTED NAME AND TITLE

PRINTED NAME AND TITLE

DATE

DATE

DATE

AIA Document G701™ – 2017. Copyright © 1979, 1987, 2000, 2001 and 2017 by The American Institute of Architects. All rights reserved. **WARNING:** This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, [copyright@aia.org](mailto:copyright@aia.org).

▼ [Killebrew, Inc](#)

1587939

Electronic

1,322,020.00

No

1

#### Organization Attributes

**Main Contact** Dusty Stephens

**Phone** 8637010273

**Address** P.O Box 6258  
Lakeland, Florida, 33807  
United States

**Email** [dusty@killebrewinc.net](mailto:dusty@killebrewinc.net)

**Document Download** Partial (5/11)

#### Bid Submission Information

**Submission date** 12/02/2021 03:53 PM EST

**Submitted By** Killebrewinc

**Confirmation No** 0000115791

 [Download Bid](#)

#### Bonding

**E-Bonding** [Killebrew Bid Bond for Client 12.3.21.pdf](#)

#### Bid Documents List

| File Name                                                                                                         | Size | Upload Time |
|-------------------------------------------------------------------------------------------------------------------|------|-------------|
| ►  Bid Documents - Bid Documents |      |             |

#### Pricing

**Bid Amount** 1,322,020.00

**CITY OF ZEPHYRHILLS  
FORT KING WATER MAIN EXTENSION  
CONSTRUCTION ITEMIZED PRICING SHEET**

| Item No.        | Spec. No. | Item Description                                                                                   | Qty.      | Unit | Unit Price  | Amount              |
|-----------------|-----------|----------------------------------------------------------------------------------------------------|-----------|------|-------------|---------------------|
| <b>BASE BID</b> |           |                                                                                                    |           |      |             |                     |
| 1               | 01200     | Mobilization, Demobilization, Performance and Payment Bonds, Health and Safety, General Conditions | 1         | LS   | \$58,000.00 | \$58,000.00         |
| 2               | 01200     | Traffic Control                                                                                    | 1         | LS   | \$60,000.00 | \$60,000.00         |
| 3               | 01200     | Environmental Protection                                                                           | 1         | LS   | \$15,500.00 | \$15,500.00         |
| 4               | 01200     | Construction Survey and Layout                                                                     | 1         | LS   | \$15,000.00 | \$15,000.00         |
| 5               | 01200     | PVC Water Main                                                                                     | 7,360     | LF   | \$125.00    | \$920,000.00        |
| 6               | 01200     | Directional Drilling 12-Inch HDPE Water Main Adjacent to Wetland                                   | 1         | LS   | \$90,000.00 | \$90,000.00         |
| 7               | 01200     | Pressure Control Valve Assembly                                                                    | 1         | LS   | \$56,000.00 | \$56,000.00         |
| 8               | 01200     | Concrete Restoration                                                                               | 295       | SY   | \$138.00    | \$40,710.00         |
| 9               | 01200     | Limerock Restoration                                                                               | 260       | SY   | \$62.00     | \$16,120.00         |
| 10              | 01200     | Asphalt Concrete Restoration                                                                       | 1,173     | SY   | \$30.00     | \$35,190.00         |
| 11              | 01200     | Testing Allowance                                                                                  | 1         | AL   | \$13,000.00 | \$13,000.00         |
| 12              | 01200     | Record Drawings Allowance                                                                          | 1         | AL   | \$2,500.00  | \$2,500.00          |
|                 |           | <b>TOTAL BID PRICE</b>                                                                             | <b>\$</b> |      |             | <b>1,322,020.00</b> |

# 11-21-07 FORT KING WATER MAIN EXTENSION

## BID RESPONSE FORM - Part 1

In accordance with the Specifications contained herein, I certify that any and all information contained in this bid response is true; and I further certify that this bid is made without prior understanding, agreement, or connections with any corporation, firm or person submitting a bid for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. I agree to abide by all terms and conditions of the bid, and certify that I am authorized to sign for the applicant firm. Please print the following and sign your name.

Amount of Base Bid \$ 1,322,020.00  
 10% Contingency \$ 132,202.00  
 Contingency is not guaranteed.  
 Total Contract Sum (Amount of Bid + Contingency) \$ 1,454,222.00

Any contingency items shall be communicated by written change order and shall be approved by both the Owner and Contractor.

Total Contract Sum of Bid in Words: One Million Four Hundred Fifty Four Thousand Two Hundred Twenty Two dollars

The BIDDER must submit a bid on all items contained in specification or the bid shall be considered irregular. The OWNER reserves the right to accept or reject the bid. The OWNER, or his representative, further reserves the unqualified right to determine whether any particular item or items or materials, equipment, or whatsoever is an approved equal, and reserves the unqualified right to a final decision regarding the approval or rejection of the same. The bid selection shall be based on the apparent low bidder for the "TOTAL CONTRACT SUM".

Add'l Documents Included: ☐ Bid Form 1 and 2 ☐ Bid Bond/Check ☐ References  
☐ Public Entity Crimes ☐ License(s) copies ☐ Drug Free Workplace ☐ No-Bid  
☐ Page 24, Signature/Seal ☐ Addenda Affidavit ☐ E-Verify ☐ Non Collusive  
☐ Trench Safety Cert. ☐ Certification re: Debarment, Suspension, Ineligibility & Voluntary Exclusion

### NAME, ADDRESS, AND SIGNATURE OF BIDDER:

NAME: Rich Bushart TITLE: Vice President

ADDRESS: P.O. Box 6258 Lakeland, FL, 33807

PHONE: 863-701-0273 FAX: 863-701-9204

E-MAIL ADDRESS: Rich@Killebrewinc.net

BIDDER SIGNATURE:  DATE: 12/3/2021

Corporate Seal or Notarization below date

**CITY OF ZEPHYRHILLS**  
**FORT KING WATER MAIN EXTENSION**  
**CONSTRUCTION ITEMIZED PRICING SHEET**

| Item No.                  | Spec. No. | Item Description                                                                                   | Qty.  | Unit | Unit Price  | Amount              |
|---------------------------|-----------|----------------------------------------------------------------------------------------------------|-------|------|-------------|---------------------|
| <b>BASE BID</b>           |           |                                                                                                    |       |      |             |                     |
| 1                         | 01200     | Mobilization, Demobilization, Performance and Payment Bonds, Health and Safety, General Conditions | 1     | LS   | \$58,000.00 | \$58,000.00         |
| 2                         | 01200     | Traffic Control                                                                                    | 1     | LS   | \$60,000.00 | \$60,000.00         |
| 3                         | 01200     | Environmental Protection                                                                           | 1     | LS   | \$15,500.00 | \$15,500.00         |
| 4                         | 01200     | Construction Survey and Layout                                                                     | 1     | LS   | \$15,000.00 | \$15,000.00         |
| 5                         | 01200     | PVC Water Main                                                                                     | 7,360 | LF   | \$125.00    | \$920,000.00        |
| 6                         | 01200     | Directional Drilling 12-Inch HDPE Water Main Adjacent to Wetland                                   | 1     | LS   | \$90,000.00 | \$90,000.00         |
| 7                         | 01200     | Pressure Control Valve Assembly                                                                    | 1     | LS   | \$56,000.00 | \$56,000.00         |
| 8                         | 01200     | Concrete Restoration                                                                               | 295   | SY   | \$138.00    | \$40,710.00         |
| 9                         | 01200     | Limerock Restoration                                                                               | 260   | SY   | \$62.00     | \$16,120.00         |
| 10                        | 01200     | Asphalt Concrete Restoration                                                                       | 1,173 | SY   | \$30.00     | \$35,190.00         |
| 11                        | 01200     | Testing Allowance                                                                                  | 1     | AL   | \$13,000.00 | \$13,000.00         |
| 12                        | 01200     | Record Drawings Allowance                                                                          | 1     | AL   | \$2,500.00  | \$2,500.00          |
| <b>TOTAL BID PRICE \$</b> |           |                                                                                                    |       |      |             | <b>1,322,020.00</b> |



## 11-21-07 FORT KING WATER MAIN EXTENSION

**Guarantee and Warranties:** Neither the final certificate of payment nor any provision in the Contract Documents, nor partial or entire occupancy of the premises by the City, shall constitute an acceptance of work not done in accordance with the Contract Documents or relieve the Contractor/Vendor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor/Vendor shall remedy any defect in the work and pay for any damage to other work resulting there from, which shall appear within a period of one (1) year from the date of final acceptance of the work unless a longer period is specified. The City will give notice of observed defects with reasonable promptness.

All guarantees and warranties shall commence on the date of substantial completion or on acceptance by the owner of re-work items. The Contractor shall furnish a one (1) year unconditional warranty. The warranty shall include all manufacturers' warranties on equipment and material installed by the Contractor or any subcontractors. These items shall be transferred to the City and in the City's name. All warranty items shall be secured in an organized 3-ring binder.

**City May Stop the Work:** If the work is defective, or the Contractor/Vendor fails to supply sufficient skilled workmen or suitable materials or equipment or if the Contractor/Vendor fails to make prompt payments to Subcontractors for labor, materials, or equipment, the City may order the Contractor/Vendor to stop the work, or any portion thereof, until the cause for such order has been eliminated; however, this right of the City to stop the work shall not give rise to any duty on the part of the City to exercise this right for the benefit of the Contractor/Vendor or any other party.

For each consecutive calendar day that the work remains incomplete after the date established for final completion, the Contractor/Vendor shall pay City and the City is authorized to retain from the compensation otherwise to be paid to the Contractor/Vendor the sum of the phase schedule, \$1000.00. This amount is the minimum measure of damages the City will sustain by failure of the Contractor to complete all remedial work, correct deficient work, clean up the project and other miscellaneous tasks as required to complete all work specified. This amount is in addition to the liquidated damages prescribed above, and likewise shall not be construed as a penalty.

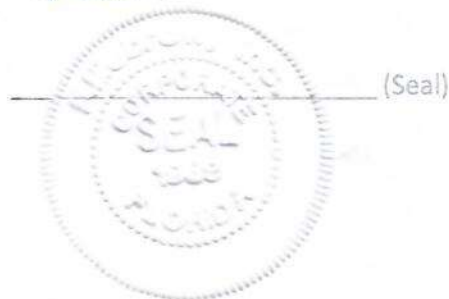
The Bidder hereby agrees that the City reserves the right to waive any bid and to reject any or all bids, or to accept any bid that in its judgment will be in the best interest of the City. The bidder's signature understands and acknowledges the requirements set forth in this bid package.

  
\_\_\_\_\_  
Signature/Print Name/Company  
Rich Bushart/ Killebrew Inc

12/3/2021

\_\_\_\_\_  
Date

In witness whereof, the Bidder has hereunto set his signature and affixed his seal this 3 day of December A.D. 2021.



(Seal)

By:



Title:

Rich Bushart/ Vice President

## THE AMERICAN INSTITUTE OF ARCHITECTS

Executed in 2 Counterpart(s)

AIA Document A310

## Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we

(Here insert full name and address or legal title of Contractor/Vendor)

Killebrew, Inc., 2830 Winter Lake Road, Lakeland, FL 33803

as Principal, hereinafter called the Principal, and

(Here insert full name and address or legal title of Surety)

United Fire &amp; Casualty Company, PO Box 73909, Cedar Rapids, IA 52407-3909

a corporation duly organized under the laws of the State of Iowa

as Surety, hereinafter called the Surety, are held and firmly bound unto

(Here insert full name and address or legal title of Owner)

City of Zephyrhills, 730 NE Waldo Rd., Gainesville, FL 32641

**Bonds and All Insurance shall be secured from or countersigned by an Agency or Surety Company recognized in good standing and authorized to do business in the State of Florida.**

as Obligee, hereinafter called the Obligee, in the sum of 1322020  
Dollars (\$ ),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, The Principal has submitted a bid for

(Here insert full name, address and description of project)

Bid No. 11-21-07, Fort King Water Main Extension, Zephyrhills, Florida

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this

3rd

day of

December

2021

Killebrew, Inc.

Carolyn Josely  
(Witness)  
Carolyn Josely

Coralise Medal  
(Witness)

Coralise Medal

Rich Bushart (Principal) (Seal)  
(Title)  
V. President  
United Fire & Casualty Company  
(Surety) (Seal)

Teresa L. Durham  
(Title) Attorney-in-Fact &  
Florida Licensed Resident Agent  
Inquiries: 407-786-7770

**\*\*Must be spelled out in the fields provided. It is not allowed to put in \$% on this form.**





KNOW ALL PERSONS BY THESE PRESENTS, That United Fire & Casualty Company, a corporation duly organized and existing under the laws of the State of Iowa; United Fire & Indemnity Company, a corporation duly organized and existing under the laws of the State of Texas; and Financial Pacific Insurance Company, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint

KIM E. NIV, JEFFREY W. REICH, SUSAN L. REICH, TERESA L. DURHAM, GLORIA A. RICHARDS, LISA A. ROSELAND, SONJA AMANDA FLOREE HARRIS, CHERYL A. FOLEY, ROBERT P. O'LINN, SARAH K. O'LINN, EMILY J. GOLECKI, JENNA R. DELGADO, CORALISE M. MEDAL, HIENKA C. HARRINGTON, BRIANNA T. STEPHENSON, EACH INDIVIDUALLY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$100,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted is continuous and shall remain in full force and effect until revoked by United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted on May 15, 2013, by the Boards of Directors of United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

**"Article VI – Surety Bonds and Undertakings"**

Section 2, Appointment of Attorney-in-Fact. "The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 11th day of October, 2013



UNITED FIRE & CASUALTY COMPANY  
UNITED FIRE & INDEMNITY COMPANY  
FINANCIAL PACIFIC INSURANCE COMPANY

By: *Dennis J. Richmann*  
Vice President

State of Iowa, County of Linn, ss:

On 11th day of October, 2013, before me personally came Dennis J. Richmann to me known, who being by me duly sworn, did depose and say; that he resides in Cedar Rapids, State of Iowa; that he is a Vice President of United Fire & Casualty Company, a Vice President of United Fire & Indemnity Company, and a Vice President of Financial Pacific Insurance Company the corporations described in and which executed the above instrument; that he knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



*Patti Waddell*  
Notary Public  
My commission expires: 10/26/2022

I, Mary A. Bertsch, Assistant Secretary of United Fire & Casualty Company and Assistant Secretary of United Fire & Indemnity Company, and Assistant Secretary of Financial Pacific Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations this 3rd day of December, 2021.



By: *Mary A. Bertsch*  
Assistant Secretary,  
UF&C & UF&I & FPIC





**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),  
FLORIDA STATUTES ON PUBLIC ENTITY CRIMES**

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC  
OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.**

A. This sworn statement is submitted to City Of Zephyrhills  
(print name of the public entity)

by Rich Bushart/ Vice President  
(print individual's name and title)

for Killebrew Inc  
(print name of entity submitting sworn statement)

whose business address is

P.O. Box 6258 Lakeland, FL, 33807

and (if applicable) its Federal Employer Identification Number (FEIN) is 59-2952542  
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_.)

- B. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
- C. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
- D. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes means:
- A predecessor or successor of a person convicted of a public entity crime; or
  - An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.



11-21-07 FORT KING WATER MAIN EXTENSION

- E. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
- F. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

X Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order)

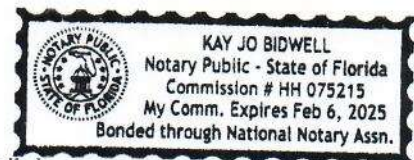
I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

[Signature]  
(Signature) Rich Bushart/ Vice President

Sworn to and subscribed before me this 3 day of December, 2020, Personally or known  
Or Produced identification \_\_\_\_\_ Notary Public – State of \_\_\_\_\_

Florida  
My commission expires 2-6-2025  
(Type of Identification)

Kay Jo Bidwell  
(Printed, Typed or stamped commissioned name of notary public)





**E-VERIFY CERTIFICATION FORM**

All vendors, contractors and subcontractors doing business with the City of Zephyrhills must certify that they have implemented the federal E-Verify program.

E-Verify is a federal system established by the Department of Homeland Security to determine the immigration and work-eligibility status of prospective employees. Detailed E-Verify program information for employers can be found at <http://www.dhs.gov/e-verify>.

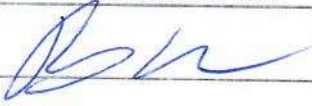
Prior to providing goods or services to the City of Zephyrhills, vendors must certify compliance with the federal E-Verify program. In the case of contractors, this includes obtaining written certification from all subcontractors who will participate in the performance of the contract. The certification below has been prepared for all vendors and contractors to use for this purpose. All subcontractor certifications must be kept on file with the contract vendor and made available to the state and/or City upon request.

**CERTIFICATION**

(In accordance with Executive Order No. 11-02)

I certify that the company shown below is in compliance with the above statement and that I am authorized to sign on its behalf.

Name of Company: Killebrew Inc

Authorized Signature: 

Printed Name/Title: Rich Bushart/ Vice President

Address: P.o. Box 6258 Lakeland, FL, 33807

Date: 12/3/2021

Phone: 863-701-0273

Email: Rich@Killebrewinc.net

The City of Zephyrhills reserves the right to determine how it will respond to any instances of non-compliance or false certification of compliance. Potential City actions include, but are not limited to, cancellation of the contract and/or suspending or debarring the contract vendor from performing services in any aspect to the City.

Please send the completed form with your submittal.

11-21-07 FORT KING WATER MAIN EXTENSION

Addenda Receipt Acknowledgment

|                     |                        |                    |
|---------------------|------------------------|--------------------|
| Addendum # <u>1</u> | Date <u>11/5/2021</u>  | Initials <u>RB</u> |
| Addendum # <u>2</u> | Date <u>11/5/2021</u>  | Initials <u>RB</u> |
| Addendum # <u>3</u> | Date <u>11/16/2021</u> | Initials <u>RB</u> |
| Addendum # <u>4</u> | Date <u>11/23/2021</u> | Initials <u>RB</u> |

**Firm Representative:**

  
\_\_\_\_\_  
Signature/Date (Executed by Corporate Authority)

Rich Bushart/ Vice President

11-21-07 FORT KING WATER MAIN EXTENSION

DRUG-FREE WORKPLACE FORM

The undersigned vendor, in accordance with Florida Statute 287.087, hereby

certifies that Killebrew Inc does:  
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or pleas of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm fully complies with the above requirements.

  
Bidder's Signature

Rich Bushart/ Vice President

12/3/2021  
Date

PUR062.036  
re. 10/97



# 11-21-07 FORT KING WATER MAIN EXTENSION

## NON-COLLUSIVE AFFIDAVIT

State of Florida  
County of Polk

Rich Bushart, being first duly sworn, deposes and says that he/she is  
Killebrew Inc, the party making the fore-going submittal of qualifications or bid that  
such submittal  
(partner or officer of the Firm, etc)

Or bid is genuine and not collusive or sham; that said Firm has not colluded, conspired, connived or agreed, directly or indirectly, with any Firm or person, to put in a sham response or to refrain from responding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to secure any advantage against the City of Zephyrhills of any person interested in the proposed contract; and that all statements in said response are true.

[Signature]  
Officer Rich Bushart/ Vice President

Killebrew Inc (Company Name)

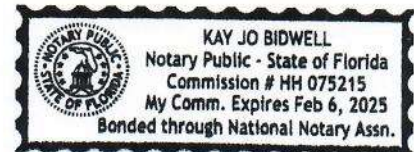
State of Florida  
County of Polk

The foregoing instrument was acknowledged before me this 3 day of December 2021

by Rich Bushart Vice Pres (name and title of corporate officer)  
of Killebrew Inc (Name of Corporation),  
a Florida (state or place of incorporation) corporation, on behalf of the  
corporation. He/she is personally known to me or has produced \_\_\_\_\_ (Identification  
type)  
as identification.

[Signature] (Signature line for notary public)  
Kay Jo Bidwell (Name of notary type, printed or stamped)  
\_\_\_\_\_  
(Title or rank)

My commission expires: 2-6-2025  
Serial number, if any HH 075215



**Errors or Omissions**

Upon review of this project's plans and construction documents are you aware of any apparent errors or omissions?

☐ YES

☒ No

If YES, please provide a detailed explanation of any apparent errors or omissions on this sheet.



# 11-21-07 FORT KING WATER MAIN EXTENSION

## REFERENCES -PROJECTS OF SIMILAR SCOPE

Within the last five (5) years-Minimum 5 references

**Reference 1:** Company Name: Please see attached  
Project Name: \_\_\_\_\_ Project Amount: \$ \_\_\_\_\_  
Start Date: \_\_\_\_\_ Finished Date: \_\_\_\_\_  
Description: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Contact Name: \_\_\_\_\_ Phone: \_\_\_\_\_  
Email: \_\_\_\_\_ Within Budget: YES ☐ NO ☐\*Explain

**Reference 2:** Company Name: \_\_\_\_\_  
Project Name: \_\_\_\_\_ Project Amount: \$ \_\_\_\_\_  
Start Date: \_\_\_\_\_ Finished Date: \_\_\_\_\_  
Description: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Contact Name: \_\_\_\_\_ Phone: \_\_\_\_\_  
Email: \_\_\_\_\_ Within Budget: YES ☐ NO ☐\*Explain

**Reference 3:** Company Name: \_\_\_\_\_  
Project Name: \_\_\_\_\_ Project Amount: \$ \_\_\_\_\_  
Start Date: \_\_\_\_\_ Finished Date: \_\_\_\_\_  
Description: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Contact Name: \_\_\_\_\_ Phone: \_\_\_\_\_  
Email: \_\_\_\_\_ Within Budget: YES ☐ NO ☐\*Explain

**Reference 4:** Company Name: \_\_\_\_\_  
Project Name: \_\_\_\_\_ Project Amount: \$ \_\_\_\_\_  
Start Date: \_\_\_\_\_ Finished Date: \_\_\_\_\_  
Description: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Contact Name: \_\_\_\_\_ Phone: \_\_\_\_\_  
Email: \_\_\_\_\_ Within Budget: YES ☐ NO ☐\*Explain

**Reference 5:** Company Name: \_\_\_\_\_  
Project Name: \_\_\_\_\_ Project Amount: \$ \_\_\_\_\_  
Start Date: \_\_\_\_\_ Finished Date: \_\_\_\_\_  
Description: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Contact Name: \_\_\_\_\_ Phone: \_\_\_\_\_  
Email: \_\_\_\_\_ Within Budget: YES ☐ NO ☐\*Explain

## 11-21-07 FORT KING WATER MAIN EXTENSION

### REFERENCES -FOR CURRENTLY ACTIVE PROJECTS

Within the last five (5) years-Minimum 5 references

**Reference 1:** Company Name: \_\_\_\_\_

Project Name: \_\_\_\_\_ Project Amount: \$ \_\_\_\_\_

Start Date: \_\_\_\_\_ Finished Date: \_\_\_\_\_

Description: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Contact Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Email: \_\_\_\_\_ Within Budget: YES ☐ NO ☐ \*Explain

\_\_\_\_\_

**Reference 2:** Company Name: \_\_\_\_\_

Project Name: \_\_\_\_\_ Project Amount: \$ \_\_\_\_\_

Start Date: \_\_\_\_\_ Finished Date: \_\_\_\_\_

Description: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Contact Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Email: \_\_\_\_\_ Within Budget: YES ☐ NO ☐ \*Explain

\_\_\_\_\_

**Reference 3:** Company Name: \_\_\_\_\_

Project Name: \_\_\_\_\_ Project Amount: \$ \_\_\_\_\_

Start Date: \_\_\_\_\_ Finished Date: \_\_\_\_\_

Description: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Contact Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Email: \_\_\_\_\_ Within Budget: YES ☐ NO ☐ \*Explain

\_\_\_\_\_

**Reference 4:** Company Name: \_\_\_\_\_

Project Name: \_\_\_\_\_ Project Amount: \$ \_\_\_\_\_

Start Date: \_\_\_\_\_ Finished Date: \_\_\_\_\_

Description: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Contact Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Email: \_\_\_\_\_ Within Budget: YES ☐ NO ☐ \*Explain

\_\_\_\_\_

**Reference 5:** Company Name: \_\_\_\_\_

Project Name: \_\_\_\_\_ Project Amount: \$ \_\_\_\_\_

Start Date: \_\_\_\_\_ Finished Date: \_\_\_\_\_

Description: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Contact Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Email: \_\_\_\_\_ Within Budget: YES ☐ NO ☐ \*Explain

\_\_\_\_\_

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary  
Exclusion Form**

1. The prospective Vendor, Killebrew Inc, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal Department or Agency.
2. Where the Vendor is unable to certify to the above statement, the prospective Vendor shall attach an explanation to this form.

Vendor: Killebrew Inc  
Name of Company – Please Print

Signature:   
Authorized Company Representative

Name/Title: Rich Bushart/ Vice President

Address: P.O. Box 6258 Lakeland, FL, 33807

Date: 12/3/2021



**CERTIFICATION OF CONTRACTOR REGARDING TRENCH SAFETY**

This certification is required pursuant to the Trench Safety Act, Chapter 90-98, Florida Statutes regarding Trench Safety. The Act specifically incorporates the Occupational Safety and Health Administration's excavation safety standards, 29 CFR S. 1928.650 Subpart P as the State standard. Any revision to OSHA's safety standards that are consistent with the Florida Statutes shall also be complied with upon its effective date. The act requires that any bidder or prospective contractor, or any of their proposed subcontractors, shall provide written assurance that the contractor will comply with the applicable trench safety standards.

Name of Contractor: Killebrew Inc

Address: P.O. Box 6258 Lakeland, FL, 33807

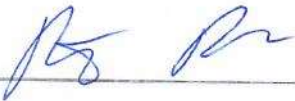
Phone: 863-701-0273

1. Contractor agrees that he is aware of the Trench Safety Act and the requirements of the Act.
2. Contractors agrees to comply with all applicable trench safety standards as set forth in the Act and as referenced in the Act.

Name of Signer: Rich Bushart

PLEASE PRINT

Title: Vice President

Signature: 

Rich Bushart/ Vice President

Date: 12/3/2021



Ron DeSantis, Governor

Halsey Beshears, Secretary



# STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

## CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE  
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

**THOMAS, WILLIAM CLIFFORD IV**

KILLEBREW, INC.  
2830 WINTER LAKE ROAD  
LAKELAND FL 33803

LICENSE NUMBER: CGC1515807

EXPIRATION DATE: AUGUST 31, 2022

Always verify licenses online at [MyFloridaLicense.com](http://MyFloridaLicense.com)

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.







Ron DeSantis, Governor

Halsey Beshears, Secretary



**STATE OF FLORIDA**  
**DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**CONSTRUCTION INDUSTRY LICENSING BOARD**

THE UNDERGROUND UTILITY & EXCAVATION CO HEREIN IS CERTIFIED UNDER THE  
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

**THOMAS, WILLIAM CLIFFORD IV**

KILLEBREW, INC.  
2830 WINTER LAKE ROAD  
LAKELAND FL 33803

**LICENSE NUMBER: CUC1224160**

**EXPIRATION DATE: AUGUST 31, 2022**

Always verify licenses online at [MyFloridaLicense.com](http://MyFloridaLicense.com)

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.







Ron DeSantis, Governor

Halsey Beshears, Secretary



**STATE OF FLORIDA**  
**DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**CONSTRUCTION INDUSTRY LICENSING BOARD**

THE PLUMBING CONTRACTOR HEREIN IS CERTIFIED UNDER THE  
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

**THOMAS, WILLIAM CLIFFORD IV**

KILLEBREW, INC.  
2830 WINTER LAKE ROAD  
LAKE LAND FL 33803

**LICENSE NUMBER: CFC1428425**

**EXPIRATION DATE: AUGUST 31, 2022**

Always verify licenses online at [MyFloridaLicense.com](http://MyFloridaLicense.com)

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.





Ron DeSantis, Governor

## STATE OF FLORIDA



### BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE  
PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

**THOMAS, WILLIAM CLIFFORD IV**

10401 SALISBURY STREET  
RIVERVIEW FL 335690000

**LICENSE NUMBER: PE50664**

**EXPIRATION DATE: FEBRUARY 28, 2023**

Always verify licenses online at [MyFloridaLicense.com](http://MyFloridaLicense.com)

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.







Registry #8720

**License Menu**

Select the function you wish to perform.  
Press "Back" to return to the main menu.

[Home](#) | [My Profile](#) | [Logout](#) | [Contact Us](#)
Logged in as **Henderson, Denise**

|                         |                                |
|-------------------------|--------------------------------|
| License Issued To:      | <b>KILLEBREW, INC.</b>         |
| License Status:         | <b>Current</b>                 |
| Originally Licensed On: | <b>11/09/2000</b> (mm/dd/yyyy) |
| Expires On:             |                                |
| Modifiers:              | <b>Corporation</b>             |
|                         | <b>11/09/2000</b> (mm/dd/yyyy) |

**Functions**[Address Change](#)[Remove This License From My Account](#)[Back](#)

The State of Florida is an AA/EEO employer. Copyright 2007-2013 State of Florida. [Privacy Statement](#)

Under Florida law, email addresses are public records. If you do not want your e-mail address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact the office by phone or by traditional mail. If you have any questions, please contact 850.487.1395. \*Pursuant to Section 455.275(1), Florida Statutes, effective October 1, 2012, licensees licensed under Chapter 455, F.S. must provide the Department with an email address if they have one. The emails provided may be used for official communication with the licensees. However email addresses are public record. If you do not wish to supply a personal address, please provide the Department with an email address which can be made available to the public. Please see our [Chapter 455](#) page to determine if you are affected by this change.

## Drug Free Workplace Policy Statement

Killebrew, Inc. (Killebrew) strives to maintain a safe, productive drug-free work environment. Killebrew considers the use of alcohol or drugs on the job to be an unsafe and counterproductive work practice. The abuse of drugs and alcohol is seen as a serious threat not only to Killebrew staff and customers but to the entire community.

Killebrew, Inc. has written and implemented a Drug Free Workplace program in compliance with Florida Workers Compensation Rule 38-F9, Florida Statutes 440.101 and 440.102, and the Federal Drug Free Workplace act of 1988. Employee drug testing and referral for counseling procedures have been implemented along with provisions for supervisory and employee substance abuse education.

Killebrew has established the following policy with regard to the use, possession, or sale of illegal drugs or the abuse of alcohol. Substance abuse includes possession, use, purchase or sale of illegal drugs on Killebrew premises (including parking lots). It is against Killebrew policy to report to work or to undertake work under the influence of drugs or alcohol. This includes prescriptions drugs which induce an unsafe mental or physical state. The use, sale, purchase, possession, manufacture, distribution or dispensation of controlled substances (illegal drugs) on Killebrew property or work sites is against the law and Killebrew policy and is cause for immediate discharge.

An employee reporting for work visible impaired and/or unable to properly perform required duties will not be allowed to work. If possible, the supervisor noticing the impairment will first seek another supervisor's opinion of the employee's condition. The supervisor will then consult privately with the employee to determine the cause of the observation. Including whether substance abuse has occurred. If, in the opinion of the supervisor(s), the employee is considered impaired but not under the influence of illegal drugs or alcohol, the employee will be sent home or to a medical facility by taxi or other safe transportation alternative, depending on the determination of the observed impairment, accompanied by the supervisor or another employee, if possible or necessary. If, however, in the opinion of the supervisor(s) reasonable suspicion exists to indicate the impairment is a result of the use of illegal drugs or alcohol, the employee will be asked to submit to a drug and/or alcohol test, transported to the designated drug screen collection site/medical facility, and then transported home if necessary. An impaired employee will not be allowed to drive.

Killebrew, Inc. maintains a Drug Free Workplace for the protection of all employees, customers, clients, and the business as an entity. Florida law provides for a denial of Workers' Compensation medical and indemnity benefits for employees, who are injured while working and subsequently have a positive drug test result. [Florida Statute 400.102 and W.C. Rule 38F-9]. Additionally, an employee who refuses to undergo post-accident drug testing will be denied Workers' Compensation medical and indemnity benefits [W.C. 38F-9]. An employee having a positive drug test result will also seriously jeopardize his/hers eligibility for Unemployment Compensation benefits.

Supervisors will counsel an employee whenever they see changes in performance that suggest an employee has a problem. The supervisor will suggest that the employee seek help with the problem through Killebrew Employee Assistance Program. - ASAP - Alcohol & Substance Abuse Prevention Programs - 800-329-6334



**ACTION BY UNANIMOUS WRITTEN CONSENT OF SHAREHOLDER  
AND DIRECTOR OF KILLEBREW, INC.**

The undersigned, being the Shareholder and Director of Killebrew, Inc., a Florida corporation, does hereby consent in writing to the adoption of the following Resolution, taking said action in lieu of an annual meeting as provided by Florida Statutes:

**RESOLVED AS FOLLOWS:**

That the person(s) hereinafter named shall serve in the following described offices, to serve in such capacities until their successors are elected at the next annual meeting and qualify:

|                 |                       |
|-----------------|-----------------------|
| President       | William C. Thomas, IV |
| Vice- President | Rich Bushart          |
| Vice-President  | Denise Henderson      |
| Vice-President  | Ian Lund              |
| Secretary       | Denise Henderson      |
| Treasurer       | Denise Henderson      |

DATED: January 1, 2020

  
\_\_\_\_\_  
William C. Thomas, IV  
Shareholder and Director



Employment Eligibility Verification



Welcome  
Cindy Adamson

User ID  
CADA1602

Last Login  
01:08 PM - 02/04/2016

Log Out

Click any for help  
Home

## Company Information

Company Name: Killebrew, Inc.  
Company ID Number: 368030  
Doing Business As (DBA) Name:  
DUNS Number: 087511572

[View / Edit](#)

### Physical Location:

Address 1: 2830 Winter Lake Road  
Address 2:  
City: Lakeland  
State: FL  
Zip Code: 33803  
County: POLK

### Mailing Address:

Address 1: P O Box 6258  
Address 2:  
City: Lakeland  
State: FL  
Zip Code: 33807-6258

### Additional Information:

Employer Identification Number: 592952542  
Total Number of Employees: 20 to 99  
Parent Organization:  
Administrator:

### Organization Designation:

Employer Category: None of these categories apply

NAICS Code: 237 - HEAVY AND CIVIL ENGINEERING CONSTRUCTION

[View / Edit](#)

Total Hiring Sites: 1

[View / Edit](#)

Total Points of Contact: 1

[View / Edit](#)

[View All](#)

# *State of Florida*

## *Department of State*

I certify from the records of this office that KILLEBREW, INC. is a corporation organized under the laws of the State of Florida, filed on May 22, 1989.

The document number of this corporation is K90178.

I further certify that said corporation has paid all fees due this office through December 31, 2019, that its most recent annual report/uniform business report was filed on February 5, 2019, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capital, this  
the Fifth day of February, 2019*



*Randy Be*  
**Secretary of State**

Tracking Number: 1893953810CC

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>



**2020 FLORIDA PROFIT CORPORATION ANNUAL REPORT**

DOCUMENT# K90178

Entity Name: KILLEBREW, INC.

Current Principal Place of Business:

2830 WINTER LAKE RD.  
LAKELAND, FL 33803

Current Mailing Address:

P O BOX 6258  
LAKELAND, FL 33807-6258 US

FEI Number: 59-2952542

Name and Address of Current Registered Agent:

HENDERSON, DENISE  
2830 WINTER LAKE RD.  
LAKELAND, FL 33803 US

Certificate of Status Desired: Yes

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent

Date

**Officer/Director Detail :**

Title P  
Name THOMAS, WILLIAM C IV  
Address 10401 SALISBURY ST  
City-State-Zip: RIVERVIEW FL 33569

Title V  
Name BUSHART, RICHARD S  
Address 10810 PATHFINDER TRL  
City-State-Zip: LAKELAND FL 33809

Title V  
Name LUND, IAN A  
Address 1166 COLONY ARMS DR  
City-State-Zip: LAKELAND FL 33813

Title VTS  
Name HENDERSON, DENISE M  
Address 207 ROGERS TERR  
City-State-Zip: LAKELAND FL 33803

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: DENISE HENDERSON

VP

01/27/2020

Electronic Signature of Signing Officer/Director Detail

Date

Jimmy Patronis  
CHIEF FINANCIAL OFFICER

Julius Halas  
DIVISION DIRECTOR



Casia Sinco  
BUREAU CHIEF

Keith McCarthy  
SAFETY PROGRAM MANAGER

**FLORIDA DEPARTMENT OF FINANCIAL SERVICES**  
**DIVISION OF STATE FIRE MARSHAL**  
200 East Gaines Street - Tallahassee, Florida 32399-0342  
Tel. 850-413-3644 Fax. 850-410-2467

**CERTIFICATE OF COMPETENCY**  
**OFFICIAL COPY**

THIS CERTIFIES THAT: William C Thomas, IV  
2830 Winter Lake Rd  
Lakeland FL 33803

BUSINESS ORGANIZATION: Killebrew Inc.

Contractor V means a contractor whose business is limited to the execution of contracts requiring the ability to fabricate, install, inspect, alter, repair and service the underground piping for a fire protection system using water as the extinguishing agent beginning at the point of service as defined in the act and ending no more than 1 foot above the finished floor.

Issue Date: 07/01/2020  
Type: 09  
Class: 14  
County: Polk  
License/Permit #: 197414-0001-2010  
Expiration Date: 06/30/2022



*Jimmy Patronis*

Chief Financial Officer



**POLK COUNTY LOCAL BUSINESS TAX RECEIPT**  
**ACCOUNT NO. 170537**

**CLASS: B+**

**EXPIRES:**

**09/30/2022**

**OWNER NAME**

**WILLIAM C IV THOMAS**

**LOCATION**

**2830 WINTER LAKE RD  
 LAKELAND**

**BUSINESS NAME AND MAILING ADDRESS**

**KILLEBREW INC**  
 KILLEBREW, INC  
 PO BOX 6258  
 LAKELAND, FL 338076258

**CODE ACTIVITY TYPE**

**540190 PROFESSIONAL ENGINEER  
 230290 CONTRACTOR UNDERGROUND UTILEXC  
 230160 CONTRACTOR GENERAL  
 230190 CONTRACTOR PLUMBING**

**PROFESSIONAL LICENSE (IF APPLICABLE)**

**OFFICE OF JOE G. TEDDER, CFC \* TAX COLLECTOR**

THIS POLK COUNTY LOCAL BUSINESS TAX RECEIPT MUST BE CONSPICUOUSLY  
 DISPLAYED AT THE BUSINESS LOCATION

**PAID - 68110 08/20/2021 OPY**

**OLP 57.75**

**KILLEBREW INC**

**RECEIVED AUG 26 2021**



10301F-21

# Project Experience

---

**Project Name:** Central Regional Waste Water and Water Transmission

**Owner's Information:**

**Name:** Mario Chavez

**Phone #:** (863) 298-4100

**E-Mail:** Mariochavez@polk-county.net

**Engineer's Information:**

**Name:** Civil Surv, Chris Murphy

**Phone #:** (772) 233-3178

**E-Mail:** Cmurphy@civilsurv.com

**Superintendent:** Rich Bushart

**Brief/Physical Description:** Included on this project was over 4 miles of 12 inch through 24 inch of potable water mains and waste water force mains through residential and industrial areas.

The construction techniques utilized for this project included open cut and directional drill.

**Total Contract Value:** \$1,864,308.00

**Completion Date:** September 2015

**Road and/or lane closures required in project (Yes/No):** YES

**Public meetings and/or public notifications required in project (Yes/No):** Yes

# Project Experience

---

Project Name: MLK Water Main

Owner's Information: Halfacre Construction Company

Name: Greg Witt

Phone #: (941)907-9099

E-Mail: [gwitt@halfacreco.com](mailto:gwitt@halfacreco.com)

Engineer's Information: Chastain Skillman

Name: Douglas E. Jones

Phone #: (863)646-1402

E-Mail:

Superintendent: Rich Bushart

Brief/Physical Description: Supply and install all new water main piping and making all final connections along MLK & Will Duke Rd.

Total Contract Value: \$739,026.73

Completion Date: July, 20 2018

Road and/or lane closures required in project (Yes/No): yes

Public meetings and/or public notifications required in project (Yes/No): yes

# Project Experience

---

**Project Name:** FDC Grove Road Reclaimed Water Main Improvements

**Owner's Information:** Polk County Procurement

**Name:** Terry Marvin

**Phone #:** (863)298-4123

**E-Mail:** TerryMarvin@polk-county.net

**Engineer's Information:** Amec Foster Wheeler

**Name:** Mark J Frederick

**Phone #:** (863)667-2345

**E-Mail:**

**Superintendent:** Rich Bushart

**Brief/Physical Description:** Installation of reclaimed water mains and connecting to existing reclaimed water main with in public utility easements and right of ways.

**Total Contract Value:** \$658,873.65

**Completion Date:** 12/30/2018

**Road and/or lane closures required in project (Yes/No):** yes

**Public meetings and/or public notifications required in project (Yes/No):** yes



# Project Experience

---

**Project Name:** Force Main Improvements to Lift Station 20 Force Main (Killebrew Design)

**Owner's Information:**

**Name:** Tim Todd

**Phone #:** (863) 298-4100

**E-Mail:** TimTodd@polk-county.net

**Engineer's Information:**

**Name:** Killebrew, Inc.

**Phone #:** (863) 701-0273

**E-Mail:** rich@killebrewinc.net

**Superintendent:** Rich Bushart

**Brief/Physical Description:**

5,000 LF of 20" Force Main. Complete asphalt restoration.

Rehabilitation of existing Lift Station 20.

**Total Contract Value:** \$1,334,768.00

**Completion Date:** Dec 2016

**Road and/or lane closures required in project (Yes/No):** Yes

**Public meetings and/or public notifications required in project (Yes/No):** Yes

# Project Experience

---

**Project Name:** Lift Stations 35 & 99. SR 37 Gravity Sewers and Force Main Replacement

**Owner's Information:**

**Name:** Mark Addison

**Phone #:** (863) 298-4100

**E-Mail:** Markaddison@polk-county.net

**Engineer's Information:**

**Name:** Jacobs, Jeremy and Jorden

**Phone #:** (407) 903-5376

**E-Mail:** Jeremyjardell@jacobs.com

**Superintendent:** Rich Bushart

**Brief/Physical Description:** This project includes 1 and half miles of 30 inch gravity sewer line, Manholes, force main and 2 quadplex pump stations. Method used was open cut and also road construction of county roads.

**Total Contract Value:** \$8,009,858.00

**Completion Date:** This project is ongoing

**Road and/or lane closures required in project (Yes/No):** Yes

**Public meetings and/or public notifications required in project (Yes/No):** Yes

## THE AMERICAN INSTITUTE OF ARCHITECTS

Executed in 2 Counterpart(s)

AIA Document A310

## Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we

(Here insert full name and address or legal title of Contractor/Vendor)

Killebrew, Inc., 2830 Winter Lake Road, Lakeland, FL 33803

as Principal, hereinafter called the Principal, and

(Here insert full name and address or legal title of Surety)

United Fire &amp; Casualty Company, PO Box 73909, Cedar Rapids, IA 52407-3909

a corporation duly organized under the laws of the State of Iowa

as Surety, hereinafter called the Surety, are held and firmly bound unto

(Here Insert full name and address or legal title of Owner)

City of Zephyrhills, 730 NE Waldo Rd., Gainesville, FL 32641

**Bonds and All Insurance shall be secured from or countersigned by an Agency or Surety Company recognized in good standing and authorized to do business in the State of Florida.**

as Oblige, hereinafter called the Oblige, in the sum of \_\_\_\_\_ Dollars (\$ ),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, The Principal has submitted a bid for

(Here insert full name, address and description of project)

Bid No. 11-21-07, Fort King Water Main Extension, Zephyrhills, Florida

NOW, THEREFORE, if the Oblige shall accept the bid of the Principal and the Principal shall enter into a Contract with the Oblige in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Oblige the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Oblige may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 3rd day of December 2021

Killebrew, Inc.

(Principal)

(Seal)

(Witness)

(Title)

United Fire &amp; Casualty Company

(Surety)

(Seal)

Teresa L. Durham

Teresa L. Durham, (Title) Attorney-in-Fact &amp; Florida Licensed Resident Agent

Inquiries: 407-786-7770

\*\*Must be spelled out in the fields provided. It is not allowed to put in 5% on this form.





UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA  
UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX  
FINANCIAL PACIFIC INSURANCE COMPANY, ROCKLIN, CA  
CERTIFIED COPY OF POWER OF ATTORNEY

Inquiries: Surety Department  
118 Second Ave SE  
Cedar Rapids, IA 52401

(original on file at Home Office of Company – See Certification)

KNOW ALL PERSONS BY THESE PRESENTS, That United Fire & Casualty Company, a corporation duly organized and existing under the laws of the State of Iowa; United Fire & Indemnity Company, a corporation duly organized and existing under the laws of the State of Texas; and Financial Pacific Insurance Company, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint

KIM E. NIV, JEFFREY W. REICH, SUSAN L. REICH, TERESA L. DURHAM, GLORIA A. RICHARDS, LISA A. ROSELAND, SONJA AMANDA FLOREE HARRIS, CHERYL A. FOLEY, ROBERT P. O'LINN, SARAH K. O'LINN, EMILY J. GOLECKI, JENNA R. DELGADO, CORALISE M. MEDAL, HIENEKA C. HARRINGTON, BRIANNA T. STEPHENSON, EACH INDIVIDUALLY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$100,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted is continuous and shall remain in full force and effect until revoked by United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted on May 15, 2013, by the Boards of Directors of United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

**"Article VI – Surety Bonds and Undertakings"**

Section 2, Appointment of Attorney-in-Fact. "The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 11th day of October, 2013



UNITED FIRE & CASUALTY COMPANY  
UNITED FIRE & INDEMNITY COMPANY  
FINANCIAL PACIFIC INSURANCE COMPANY

By: *Dennis J. Richmann*  
Vice President

State of Iowa, County of Linn, ss:

On 11th day of October, 2013, before me personally came Dennis J. Richmann to me known, who being by me duly sworn, did depose and say; that he resides in Cedar Rapids, State of Iowa; that he is a Vice President of United Fire & Casualty Company, a Vice President of United Fire & Indemnity Company, and a Vice President of Financial Pacific Insurance Company the corporations described in and which executed the above instrument; that he knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



*Patti Waddell*  
Notary Public  
My commission expires: 10/26/2022

I, Mary A. Bertsch, Assistant Secretary of United Fire & Casualty Company and Assistant Secretary of United Fire & Indemnity Company, and Assistant Secretary of Financial Pacific Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations this 3rd day of December, 20 11.



By: *Mary A. Bertsch*  
Assistant Secretary,  
UF&C & UF&I & FPIC



## **CONSENT ITEMS 3.9**

Approval of Cost Share Funding with SWFWMD for City/County Reclaim Water Project

**Issue:**

Approval of Cost Share Funding with SWFWMD for City/County Reclaim Water Project

**Background:**

The City will be renewing it's WWTP Operating Permit with the FDEP later this year. We are currently upgrading the facility to AWT to meet a more stringent nutrient level and gain the use of all the designed flow through the plant. Our effluent design capacity is 4.5 MGD but our effluent is limited to 3.85 due to the size of the RIB's and the reclaimed system.

This project will allow us to send our excess reclaimed water to Pasco County via an interconnect located at Simons Rd. and Eiland Blvd.

Another benefit, this will serve the new Abbott Square subdivision located on the west side of Simons Rd.

**Attachment(s):**

1. 22CF0003735\_Agreement\_OGC\_Approved

**Fiscal Impact:**

Budgeted in the FY22 budget year under the Wastewater-Infrastructure line item for \$1,000,000

**Staff Recommendation:**

The Staff recommends the City Council approve the Cost Share Funding with the SWFWMD for the project as presented.

AGREEMENT NO. 22CF0003735

## Southwest Florida Water Management District Cooperative Funding Initiative (CFI) Project Agreement (Type 1-3)

This Agreement, including any exhibits referenced, attached, or incorporated herein (Agreement) is entered into by and between the Southwest Florida Water Management District (District), 2379 Broad Street, Brooksville, Florida 34604, and the Cooperator named below.

### Project Information

|                       |                                                                                                                                                                                                                                                                                                                                                            |
|-----------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Cooperator Name:      | <u>City of Zephyrhills</u>                                                                                                                                                                                                                                                                                                                                 |
| Cooperator Address:   | <u>5335 8th Street</u><br><u>Zephyrhills, Florida 33542</u>                                                                                                                                                                                                                                                                                                |
| Project Number:       | <u>Q274</u>                                                                                                                                                                                                                                                                                                                                                |
| Project Name:         | <u>Zephyrhills to Pasco County Reclaimed Water Interconnect</u>                                                                                                                                                                                                                                                                                            |
| Entity Type:          | <u>Public</u>                                                                                                                                                                                                                                                                                                                                              |
| Project Description:  | <u>The Project includes design, permitting and construction of approximately 10,000 feet of reclaimed water transmission, a 1 mgd booster pump station and other necessary appurtenances to interconnect the Cooperator's reclaimed water system to Pasco County's reclaimed water system to meet diurnal and seasonal County reclaimed water demands.</u> |
| Electronic Signature: | <u>Yes</u>                                                                                                                                                                                                                                                                                                                                                 |

### Funding/Agreement Information

|                                 |                    |                            |                                                                |
|---------------------------------|--------------------|----------------------------|----------------------------------------------------------------|
| Effective Date:                 | <u>10/1/2021</u>   | Expiration Date:           | <u>12/31/2025</u>                                              |
| Type/Risk Level (1-3):          | <u>Type 2</u>      | O&M Expiration Date:       | <u>12/31/2045</u>                                              |
| Anticipated Total Project Cost: | <u>\$1,760,000</u> | Multi-Year Funded Project: | <u>No</u>                                                      |
| District's Maximum Share:       | <u>\$880,000</u>   | Funding Approved:          | <u>FY: 2022 \$880,000</u>                                      |
|                                 |                    | District Funding:          | <u>50%</u>                                                     |
| State Funding:                  | <u>No</u>          | CSFA #:                    | <u>                    </u> Title: <u>                    </u> |
| Federal Funding:                | <u>No</u>          | CFDA #:                    | <u>                    </u> Title: <u>                    </u> |
| Cooperator's Total Share:       | <u>\$880,000</u>   | Land Acquisition Cost:     | <u>No</u>                                                      |
| Third Party Review:             | <u>No</u>          | Conservation Easement:     | <u>No</u>                                                      |

### Party Contacts

#### District Contract Manager

|          |                                                               |
|----------|---------------------------------------------------------------|
| Name:    | <u>Joe Quinn, Water Supply Project Manager</u>                |
| Address: | <u>2379 Broad Street</u><br><u>Brooksville, Florida 34604</u> |
| Phone:   | <u>1-800-423-1476 x4421</u>                                   |
| Email:   | <u>joe.quinn@swfwmd.state.fl.us</u>                           |

#### Cooperator Project Manager

|          |                                                             |
|----------|-------------------------------------------------------------|
| Name:    | <u>John Bostic</u>                                          |
| Address: | <u>5335 8th Street</u><br><u>Zephyrhills, Florida 33542</u> |
| Phone:   | <u>813-780-0008</u>                                         |
| Email:   | <u>jbostic@ci.zephyrhills.fl.us</u>                         |

The Parties agree to comply with the terms and conditions of the following checked exhibits and attachments, which are incorporated herein by reference:

|   |                                                                                                                                                       |
|---|-------------------------------------------------------------------------------------------------------------------------------------------------------|
| X | Exhibit A - CFI Standard Terms and Conditions (Public Cooperator)                                                                                     |
|   | Exhibit A - CFI Standard Terms and Conditions (Private Cooperator)                                                                                    |
|   | Exhibit B - CFI Special Terms and Conditions – Standard Construction, Restoration, or Conservation with Construction                                  |
|   | Exhibit B - CFI Special Terms and Conditions – Construction (Water Quality/Flood Protection)                                                          |
| X | Exhibit B - CFI Special Terms and Conditions – Construction (Reclaimed Water)                                                                         |
|   | Exhibit B - CFI Special Terms and Conditions – Construction (Aquifer Storage & Recovery and Recharge)                                                 |
|   | Exhibit B - CFI Special Terms and Conditions – Non-Construction (Study, Conservation, Watershed Management Plan, or Third-Party Review {design only}) |
|   | Exhibit B - CFI Special Terms and Conditions – Construction/Non-Construction (Septic to Sewer)                                                        |
| X | Exhibit C - Project Plan                                                                                                                              |
|   | Exhibit D - State Funding Terms and Conditions                                                                                                        |
|   | Exhibit E - Federal Funding Terms and Conditions                                                                                                      |
|   | Exhibit F - Special Audit Requirements                                                                                                                |
|   | Exhibit G - Miscellaneous                                                                                                                             |
|   | Additional Exhibits (if necessary)                                                                                                                    |
| X | Attachment 1 - Contingency Funds Justification Form                                                                                                   |
| X | Attachment 2 - Minority/Women Owned and Small Business Utilization Report Form                                                                        |
|   | Attachment 3 - Sample Conservation Easement                                                                                                           |
| X | Attachment 4 - Cooperative Funding Agreement Checklist                                                                                                |

IN WITNESS WHEREOF, the parties hereto, or their lawful representatives, have executed this Agreement on the day and year set forth next to their signatures below.

Southwest Florida Water Management District

By: \_\_\_\_\_  
 Name: \_\_\_\_\_ Date: \_\_\_\_\_  
 Title: \_\_\_\_\_

City of Zephyrhills

By: \_\_\_\_\_  
 Name: \_\_\_\_\_ Date: \_\_\_\_\_  
 Title: \_\_\_\_\_

Attest:

By: \_\_\_\_\_  
 Deputy Clerk

Approved as to Form and Content:

By: \_\_\_\_\_  
 County Attorney (Designee)

Exhibit A  
Southwest Florida Water Management District  
Standard Terms and Conditions  
Public Cooperator

1. Project Contacts and Notices.  
The individuals identified in the CFI Project Agreement are the prime contacts for matters relating to this Agreement. Each party shall provide notice to the other party of any changes to the prime contact information. All notices under this Agreement shall be in writing to the other party's prime contact and shall be sent by email or overnight mail, except for cure and default notices which shall be sent by certified mail. Unless otherwise indicated in this Agreement, reports may be provided by email. Notices and reports are effective upon receipt. Any notice or report delivered by email shall request a receipt thereof confirmed by email or in writing by the recipient and the effective date shall be the date of receipt, provided such receipt has been confirmed by the recipient.
2. Contact Authority.  
The Cooperator's Project Manager is authorized to affirm the invoice certification required by this Agreement. The District's Contract Manager is authorized to approve requests to extend a Project task deadline or to adjust a line item amount of the Project Budget. The District's Contract Manager is not authorized to approve any time extension that will extend a Project task beyond the expiration date of this Agreement or which will result in a change to the total Project cost or the parties' funding shares as identified in the CFI Project Agreement. Changes authorized by this Paragraph do not require a formal written amendment but must be in writing and signed in accordance with each party's signature authority.
3. Agreement Term.  
The effective date of this Agreement is identified in the CFI Project Agreement. The expiration date is the date identified in the CFI Project Agreement, or upon the satisfactory completion of the Project and subsequent final reimbursement to the Cooperator, whichever occurs first. If Exhibit B requires the Cooperator to operate and maintain the Project after its completion, the operation and maintenance obligation shall survive the above-referenced expiration date for 20 years, beginning on the date provided in Exhibit B. The Cooperator is not eligible for reimbursement for any Project work conducted or costs incurred prior to the effective date of this Agreement.
4. Scope of Work.  
The Cooperator shall perform the services necessary to complete the Project in accordance with Exhibit C, the Project Plan. The Cooperator shall commence and complete Project tasks in accordance with the Project Schedule, including any properly authorized extensions of time. Time is of the essence in the performance of each obligation under this Agreement. The Cooperator shall promptly advise the District of issues that arise that may impact the successful and timely completion of the Project. The Cooperator shall be solely responsible for managing and controlling the Project and its operation and maintenance, including the engagement and supervision of any consultants or contractors.
5. Funding.
  - 5.1. The anticipated total cost of the Project is identified in the CFI Project Agreement. The District's maximum funding share is identified in the CFI Project Agreement, subject to Paragraph 6 below. The Cooperator shall provide all remaining funds necessary for the satisfactory completion of the Project.



- 5.2. Any state or federal appropriations or grant funds received by the Cooperator for the Project will be applied to reduce each party's share in accordance with their respective funding percentages as described in the CFI Project Agreement. If the District is a recipient of state or federal appropriations or grant funds for the Project, the District's reimbursement obligation of such funding amounts is contingent upon the District's receipt of such funds.
- 5.3. Reimbursement for expenditures of contingency funds is contingent upon the District's approval and determination, in its sole discretion, that the expenditures were necessary to achieve the resource benefit of the Project and were not in excess of what was reasonably necessary to complete the Project. The term "contingency funds" shall include funds that are allocated for unanticipated or extra work needed to complete the Project. Items not considered for reimbursement include those unrelated to the resource benefit or resulting from design errors and defects in the work. The Cooperator may submit up to 5% of the anticipated total cost of the Project for contingency reimbursement. The District's total reimbursement obligation of contingency expenses is limited to its funding percentage identified in CFI Project Agreement. If an invoice includes expenditures of contingency funds, the Cooperator shall complete and submit the Contingency Funds Justification Form exhibit to explain the basis of each line item expenditure.
- 5.4. The Cooperator shall evaluate the cost benefit of utilizing owner direct purchases for the Project and shall advise the District as to the reason the Cooperator did or did not choose to utilize owner direct purchase for major Project components.
- 5.5. Costs associated with in-kind services provided by the Cooperator are not reimbursable by the District and may not be included in the Cooperator's share of Project funding.
- 5.6. Unless otherwise indicated in this Agreement, the District shall withhold a retainage of 10% of its funding share until all submittals and deliverables required by this Agreement have been provided and the District's Contract Manager verifies their compliance with this Agreement.
- 5.7. If the Project Plan requires the District to contract with a consultant to perform a third-party review of the 30% design package:
  - 5.7.1. The District shall withhold reimbursement of the costs associated with the 30% design package in an amount equivalent to half the cost of the third-party review.
  - 5.7.2. The District has the right to terminate this Agreement without further payment obligation at the option of the District Governing Board, in its sole discretion, after being presented with the third-party review. If the Board decides to terminate this Agreement, the District shall not be obligated to reimburse the Cooperator for any post-30% design work.
6. Funding Contingency.  
 The District's performance and payment pursuant to this Agreement are contingent upon the District's Governing Board appropriating funds in its approved budget for the Project in each fiscal year of this Agreement. The District's funding percentage is subject to change due to subsequent Governing Board approvals. However, once funds are appropriated for the Project in a given fiscal year and the Cooperator has expended allowable Project costs, the appropriated amount will not be reduced. If the District does not approve additional funds needed for the Project in a future fiscal year, the District is obligated to reimburse its share of Cooperator expenses incurred in the amount of funds the District appropriated as of the date of the District's non-appropriation. In this event, the District and the Cooperator, by mutual agreement, may reduce the Project scope. The Cooperator's performance and

payment pursuant to this Agreement are contingent on the Cooperator's governing body or the Florida Legislature, as applicable, lawfully appropriating legally available funds.

7. Invoice and Payment.

7.1. The District shall reimburse the Cooperator for its share of allowable Project costs in accordance with the Project Budget, subject to its right to withhold funds as provided in this Agreement; however, at no point in time will the District's expenditure amounts under this Agreement exceed the District's funding percentage identified in the CFI Project Agreement.

7.2. Each invoice must include the following certification:

"I certify that the costs requested for reimbursement and the Cooperator's matching funds are directly related to the performance under the Agreement between the Southwest Florida Water Management District and the Cooperator (Agreement No. \_\_\_\_\_), are allowable, allocable, properly documented, and are in accordance with the approved Project Budget. This invoice includes \$\_\_ of contingency funds expenditures."

If the invoice includes the use of federal or state appropriations or grant funds, the certification must also include the following sentence:

"The Cooperator received a total of \$\_\_ in federal and state appropriations or grant monies for the Project and \$\_\_ has been allocated to this invoice, reducing the District's and Cooperator's share of this invoice to \$\_\_ / \$\_\_ respectively."

7.3. With the exception of the payment of contingency funds, the District shall reimburse the Cooperator within 45 days of receipt of an invoice with adequate supporting documentation to satisfy auditing purposes and submitted in the manner prescribed by this Agreement. The District shall reimburse the Cooperator for expenditures of contingency funds within a reasonable time to accommodate the process provided for in Subparagraph 5.3. The Cooperator shall submit original invoices to the District every 3 months electronically at [invoices@WaterMatters.org](mailto:invoices@WaterMatters.org). If the Cooperator does not have the capability to submit invoices electronically, the invoices may be mailed to the Accounts Payable Section, Southwest Florida Water Management District, Post Office Box 15436, Brooksville, Florida 34604-5436. Copies of invoices may also be submitted to the District's Contract Manager to expedite the review process.

7.4. Any travel expenses authorized under this Agreement will be reimbursed in accordance with Section 112.061, Florida Statutes (F.S.), as may be amended from time to time.

7.5. Surcharges added to third party invoices are not considered an allowable cost under this Agreement.

7.6. The Cooperator shall comply with applicable procurement laws when procuring consultants and contractors to accomplish the Project. The District shall only be obligated to reimburse the Cooperator for costs incurred under contracts for Project work that is included in the Project Plan and is necessary to achieve the resource benefits of the Project, to be determined by the District in its sole discretion. Additionally, the District shall only be obligated to reimburse the Cooperator for costs that are reasonable, to be determined by the District in its sole discretion. In order for the District to make the above determinations, the Cooperator shall provide all solicitations to the District prior to posting, and contracts prior to execution, unless the solicitation has been posted or contract has been executed before the parties' execution of this Agreement, in which case, the documents must be provided within 30 days of execution of this Agreement. The District shall provide a response to the Cooperator within 21 days of receipt of the solicitation or contract. Upon written District approval, the budget amounts for the Project work set forth in a contract will refine the Project Budget and be incorporated herein by reference. The District shall not

reimburse the Cooperator for costs incurred under consultant and contractor contracts until the requirements of this Subparagraph are satisfied.

8. Dispute Resolution.

If an issue or dispute arises during the course of the Project, including whether expenses are reimbursable under this Agreement, the Cooperator shall continue to perform the Project work in accordance with the Project Plan. The Cooperator shall seek clarification and resolution of any issue or dispute by providing the details and basis of the issue or dispute to the District's Contract Manager no later than 10 days after the issue or dispute arises. If not resolved by the District's Contract Manager, in consultation with his or her Bureau Chief, within 10 days of receipt of notice, the dispute will be forwarded to the District's Assistant Executive Director. The District's Assistant Executive Director in consultation with the District's Office of General Counsel will issue the District's final determination. The Cooperator's continuation of the Project work as required under this Paragraph will not constitute a waiver of any legal remedy available to the Cooperator concerning the dispute.

9. Force Majeure.

In the event of hurricanes, tornados, floods, acts of God, acts of war, or other such catastrophes, or other man-made emergencies such as labor strikes or riots which are beyond the control of the party obligated to perform the work, the party's obligation to meet the timeframes provided in this Agreement shall be suspended for the period of time the condition continues to exist. When the party is able to resume performance of its obligations under this Agreement, in whole or in part, it shall immediately give the other party written notice to that effect and shall resume performance no later than 2 days after the notice is delivered. The suspension of the party's obligations provided for in this Paragraph shall be the party's sole remedy for the delays set forth herein.

10. Project Records and Audit.

The Cooperator, upon request, shall permit the District to examine or audit all Project related records and documents during or following Project completion at no cost to the District. These records shall be available at all reasonable times for inspection, review, or audit. "Reasonable" shall be construed according to circumstances, but ordinarily shall mean normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday. The Cooperator shall similarly require its consultants and contractors to maintain and allow access to such records for inspection, review, or audit purposes. Payments made to the Cooperator under this Agreement shall be reduced for amounts found to be not allowable under this Agreement by an audit. If an audit is undertaken by the District, all required records shall be maintained until the audit has been completed and all questions arising from it are resolved. The Cooperator shall maintain all such records and documents for at least 5 years following completion of the Project. If an audit has been initiated and audit findings have not been resolved at the end of the 5 years, the records shall be retained until resolution of the audit findings, which would include an audit follow-up by the inspector general if the findings result from an external auditor, or any litigation. The Cooperator understands and will comply with 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 Cooperator shall similarly require its consultants and contractors to comply with their duty, pursuant to Section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review or hearing. This Paragraph shall survive the expiration or termination of this Agreement.

11. Reports.

11.1. The Cooperator shall provide the District with a quarterly report describing the progress of the Project tasks, adherence to the Project Schedule and any developments affecting the Project. Quarterly means the calendar quarters ending

March 31, June 30, September 30 and December 31. The Cooperator shall submit quarterly reports to the District's Contract Manager no later than 30 days following the completion of the applicable quarter.

- 11.2. Upon request by the District, the Cooperator shall provide the District with copies of data, reports, models, studies, maps and other documents resulting from the Project. This Subparagraph shall survive the expiration or termination of this Agreement.
- 11.3. If required in the Project Plan, the Cooperator shall submit all water resource data collected under this Agreement to the District for upload to District databases, and to the Florida Department of Environmental Protection's (FDEP) database for water quality data in accordance with Rule 62-40.540, Florida Administrative Code. This Subparagraph shall survive the expiration or termination of this Agreement.
- 11.4. The Cooperator shall provide the documents referenced in this Paragraph at no cost to the District.
12. Risk, Liability, and Indemnity.
  - 12.1. To the extent permitted by Florida law, the Cooperator assumes all risks relating to the Project and shall be solely liable for, and to indemnify and hold the District harmless from all claims, loss, damage and other expenses, including attorneys' fees and costs and attorneys' fees and costs on appeal, arising from the design, construction, operation, maintenance or implementation of the Project; provided, however, that the Cooperator shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the District's officers, employees, contractors and agents. The acceptance of the District's funding by the Cooperator does not in any way constitute an agency relationship between the District and the Cooperator.
  - 12.2. The Cooperator shall indemnify and hold the District harmless, to the extent allowed under Section 768.28, F.S., from all claims, loss, damage and other expenses, including attorneys' fees and costs and attorneys' fees and costs on appeal, arising from the negligent acts or omissions of the Cooperator's officers, employees, contractors and agents related to its performance under this Agreement.
  - 12.3. This Paragraph, including all subparagraphs, shall not be construed as a waiver of the Cooperator's sovereign immunity or an extension of the Cooperator's liability beyond the limits established in Section 768.28, F.S. Additionally, this Paragraph, including all subparagraphs, will not be construed to impose contractual liability on the Cooperator for underlying tort claims as described above beyond the limits specified in Section 768.28, F.S., nor be construed as consent by the Cooperator to be sued by third parties in any manner arising out of this Agreement.
  - 12.4. Nothing in this Agreement shall be interpreted as a waiver of the District's sovereign immunity or an extension of its liability beyond the limits established in Section 768.28, F.S., nor be construed as consent by the District to be sued by third parties in any manner arising out of this Agreement.
  - 12.5. This Paragraph, including all subparagraphs, shall survive the expiration or termination of this Agreement.
13. Default.

A party may terminate this Agreement upon another party's failure to comply with any term or condition of this Agreement, provided the terminating party is not in default of this Agreement at the time of termination. The terminating party shall provide the defaulting party with a written notice stating its intent to terminate and describing all terms and conditions with which the defaulting party has failed to comply (Notice of Termination). If the defaulting party has not remedied its default within 30 days after receiving the Notice of Termination, this Agreement shall automatically terminate. If a default cannot reasonably be cured within 30 days, then the cure time may be extended at the terminating party's discretion if the



defaulting party is pursuing a cure of the default with reasonable diligence. The rights and remedies in this Paragraph are in addition to any other rights and remedies provided by law or this Agreement.

14. Release of Information.

The parties will not initiate any oral or written media interviews or issue press releases on or about the Project without providing notices or copies to the other party no later than 3 business days prior to the interview or press release. This Paragraph shall not be construed as preventing the parties from complying with the public records disclosure laws set forth in Chapter 119, F.S.

15. District Recognition.

The Cooperator shall recognize District funding in any reports, models, studies, maps or other documents resulting from this Agreement, and the form of said recognition shall be subject to District approval.

16. Permits and Real Property Rights.

The Cooperator shall obtain all permits, local government approvals and all real property rights necessary to complete and operate the Project prior to commencing any construction of the Project. The District shall not reimburse the Cooperator for allowable costs under this Agreement until the Cooperator has obtained all permits, approvals, and property rights necessary to complete the Project. This Paragraph shall survive the expiration or termination of this Agreement.

17. Law Compliance.

The Cooperator shall comply with all applicable federal, state and local laws, rules, regulations and guidelines related to performance under this Agreement.

18. Diversity in Contracting and Subcontracting.

The District is committed to supplier diversity in the performance of all contracts associated with District cooperative funding projects. The Cooperator shall encourage Project participation of minority owned and woman owned and small business enterprises, as prime contractors and subcontractors, in accordance with applicable laws.

18.1. If requested, the District shall assist the Cooperator by sharing information to help the Cooperator ensure that minority owned and woman owned and small businesses are afforded an opportunity to participate in the performance of this Agreement.

18.2. If the District's share of Project costs is greater than or equal to \$100,000, the Cooperator shall provide the District with the Minority/Women Owned and Small Business Utilization Report attached as an exhibit, indicating all contractors and subcontractors who performed Project work, the amount paid to each contractor or subcontractor, and to the extent such information is known, whether each contractor or subcontractor was a minority owned or woman owned or small business enterprise. The report is required upon Project completion prior to final payment, or within 30 days of the execution of any amendment that increases the total Project cost, for information up to the date of the amendment and prior to the disbursement of any additional funds by the District.

19. Assignment.

No party may assign any of its rights or obligations under this Agreement, including any operation or maintenance obligations, without the prior written consent of the other party. Any attempted assignment in violation of this Paragraph is void. This Paragraph shall survive the expiration or termination of this Agreement.

20. Miscellaneous.

Nothing in this Agreement shall be construed or implied to create any relationship between the District and any consultant or contractor of the Cooperator. Nothing in this Agreement shall be construed to benefit any person or entity not a party to this Agreement. This

Agreement is governed by Florida law and venue for resolving disputes under this Agreement shall be exclusively in Hillsborough County, Florida. Unless otherwise stated in this Agreement, if a court of competent jurisdiction deems any term or condition of this Agreement to be invalid, illegal, or unenforceable, the remaining terms and conditions are severable and shall remain in full force and effect. This Paragraph shall survive the expiration or termination of this Agreement.

21. Lobbying Prohibition.

Pursuant to Section 216.347, F.S., the Cooperator is prohibited from using funds provided by this Agreement for the purpose of lobbying the Legislature, the judicial branch or a state agency.

22. Counterparts and Authority to Sign.

The signatures of all parties need not appear on the same counterpart. Unless otherwise indicated in the CFI Project Agreement, 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 this Agreement.

23. Entire Agreement.

This Agreement, including the attached, referenced, and incorporated exhibit(s), constitutes the entire agreement between the parties and, unless otherwise provided herein, may only be amended through a formal amendment, signed by all parties to this Agreement. In the event of a conflict of contract terminology, priority shall be given first to the CFI Project Agreement; the exhibits, in the order presented in the CFI Project Agreement, except that Exhibit B shall take precedence over Exhibit A, and then the attachments in the order presented in the CFI Project Agreement.

The remainder of this page intentionally left blank.

Exhibit B  
Southwest Florida Water Management District  
Special Terms and Conditions  
Construction – Reclaimed Water

1. Project Funding.

- 1.1. The District Governing Board approved the funding of the Project based upon the expectation that the Measurable Benefit as provided in the Project Plan would be achieved. The Cooperator is solely responsible for implementing the Project in such a manner that the Measurable Benefit is achieved. If at any point during the progression of the Project, the District determines that it is likely that the Measurable Benefit will not be achieved, the District shall provide the Cooperator with 15 days advance written notice that the District will withhold payments to the Cooperator until such time as the Cooperator demonstrates that the Project will achieve the Measurable Benefit.
- 1.2. The District shall not reimburse the Cooperator for any costs under this Agreement until
  - a) the notice to proceed with construction has been issued to the Cooperator's contractor; unless the Project Plan requires the District to perform a third-party review, in which case the District shall reimburse the Cooperator for the 30% design package costs subject to Subparagraph 5.7 in Exhibit A, and shall not reimburse the Cooperator for any post-30% design work until the notice to proceed with construction has been issued; and
  - b) the related wastewater treatment facility is constructed and operational and, if the proposed user of the reclaimed water is a newly proposed development, until the development is fully permitted and under construction.

2. Repayment.

- 2.1. The Cooperator shall repay the District all funds the District paid to the Cooperator under this Agreement, except for the 30% design package costs if a third-party review was performed by the District, if:
  - a) the Cooperator fails to complete the Project in accordance with the terms and conditions of this Agreement;
  - b) the District determines, in its sole discretion, that the Cooperator has failed to maintain scheduled progress of the Project thereby endangering the timely completion of the Project;
  - c) if the Cooperator is a public entity, the Cooperator fails to appropriate sufficient funds to meet the Project task deadlines;
  - d) the District determines, in its sole discretion, that a permit, approval, or property right legal challenge has caused an unreasonable delay or cancellation of the Project;
  - e) the Project is used for compensatory water quality treatment or mitigation or water use permitting withdrawal credits in violation of this Agreement; or
  - f) any contractual requirement or expectation of the resource benefits resulting from the Project, including any requirement applicable to reclaimed water projects, is held to be invalid, illegal or unenforceable during the term of this Agreement, including the O&M Period.Should any of the above conditions exist that require the Cooperator to repay the District, this Agreement shall terminate in accordance with the procedure set forth in the Default Paragraph.
- 2.2. Notwithstanding the above, if the Project fails to achieve the Measurable Benefit, the Cooperator may request the District Governing Board waive the repayment obligation, in whole or in part.
- 2.3. If the Cooperator is obligated to repay the District, the Cooperator shall repay the District within a reasonable time, as determined by the District in its sole discretion.
- 2.4. The Cooperator shall pay attorneys' fees and costs incurred by the District, including appeals, resulting from the Cooperator's failure to repay the District as required by this Agreement.

2.5. This Paragraph, including all subparagraphs, shall survive the expiration or termination of this Agreement.

3. Operation and Maintenance.

The Cooperator shall operate and maintain the reclaimed water infrastructure related to the Project for at least 20 consecutive years (O&M Period) beginning 5 years after Project completion in such a manner that the Project's resource benefits are achieved, except for adverse short-term conditions beyond the control of the Cooperator, as determined by the District in its sole discretion. The Cooperator shall provide written notice to the District of the existence of adverse short-term conditions and the Cooperator's plan of action to overcome the conditions. The District's Contract Manager will evaluate and determine the Cooperator's compliance with this Paragraph as part of the District required "Annual Reclaimed Water Supplier Report" evaluation. If the Project is not operated and maintained in such a manner that the Project's resource benefits are achieved, the Cooperator shall repay the District the percentage of District monies contributed to the Project equivalent to the percentage of the Project benefits not utilized, as determined by the District in its sole discretion. If the Cooperator ceases to operate and maintain the Project, the Cooperator shall repay the District, a pro-rated payment equivalent to the percentage of the total District monies contributed to the Project for the Project benefits not achieved. The rights and remedies in this Paragraph are in addition to any other rights and remedies provided by law or this Agreement.

3.1. Within 30 days of Project completion, or as extended by the District in writing, the Cooperator shall provide the District with construction record drawings, signed and sealed by a professional engineer, certifying the Measurable Benefit is capable of being achieved within the timeframe required by this Agreement. The Cooperator shall provide the District with an operation and maintenance plan that provides reasonable assurance that the Project will be operated and maintained as required by this Agreement. Every 2 years during the O&M Period, the Cooperator shall generate a report describing the operation and maintenance activities that took place during the reporting period and certifying that the required resource benefits have been achieved. The Cooperator's obligation to generate and maintain such reports throughout the O&M Period.

3.2. The District retains the right to audit any certification and, if requested by the District, the Cooperator shall provide documentation to support its certification that the required resource benefits have been achieved.

3.3. This Paragraph, including all subparagraphs, shall survive the expiration or termination of this Agreement.

4. Design Submittal.

The Cooperator shall provide the District with the final design drawings, signed and sealed by a professional engineer, including supporting documentation. The District shall provide written notice to the Cooperator within 30 days of receipt of the design submittal advising if it appears to meet the requirements of this Agreement. The District's acceptance of the design submittal shall not be construed as an approval of the design, or the architectural, engineering, mechanical, electrical, or other components of the construction bid documents, or that such documents are in compliance with applicable rules, regulations or law, including the District's.

5. Supplier Report.

5.1. The Cooperator shall provide the District with an "Annual Reclaimed Water Supplier Report" showing the reuse flow and customer information for the Cooperator's entire reclaimed water system. The reporting period will be October 1st through September 30th and the report shall be submitted by April 1st of the calendar year following the fiscal year period. The Annual Reclaimed Water Supplier Report form is available from the District's Contract Manager. The Cooperator shall obtain the District's approval of the report before the report is finalized. The District will not unreasonably withhold its



approval. This Subparagraph shall survive the expiration or termination of this Agreement.

- 5.2. Reclaimed water infrastructure and facility location information shall be delivered to the District as one ESRI Geodatabase that contains the three feature classes and characteristics identified in the District's Reclaimed Water GIS Standards, which is available from the District's Contract Manager. The Cooperator shall obtain the District's approval of the GIS submission before the submission is finalized, and the District will not unreasonably withhold its approval.

6. Compensatory Treatment Mitigation.

The Project shall not be used by the Cooperator or any other entity as compensatory water quality treatment or wetland mitigation, or any other required mitigation due to impacts for any projects. The Project shall not be used for water use permitting withdrawal credits. The Project can be used for self-mitigation due to impacts specifically associated with the construction of the Project. This Paragraph shall survive the expiration or termination of this Agreement.

7. Additional Clauses. *Checked paragraphs apply.*

☒ Signage.

The Cooperator shall provide signage at the Project site that recognizes the District's funding for the Project. All signage must receive the District's written approval as to form, content and location, and must be in accordance with local sign ordinances.

☒ Water Rate Structures.

The Cooperator shall adopt rate structures for water customers in the Cooperator's service area that will promote the conservation of water and the use of alternative water supplies. The Cooperator shall provide a copy of such rate structures to the District prior to the submission of the Cooperator's first invoice. The Cooperator shall implement the rate structures within 1 year of Project completion. This Paragraph shall survive the expiration or termination of this Agreement.

☐ Single-Family Residential Requirements.

Prior to the submission of the Cooperator's first invoice, the Cooperator shall provide written documentation that evidences the following:

- a. Adoption of an ordinance requiring dual distribution (potable and reclaimed) lines in new developments within its reclaimed water service area, and provide for the necessary enforcement.
- b. Adoption of an ordinance requiring residential reclaimed water customers to meter their reclaimed water use and to take measures to promote the efficient use of reclaimed water for aesthetic landscape irrigation, and provide for the necessary enforcement. A minimum of a subdivision level master meter is required. The ordinance must result in at least a 50% offset efficiency of groundwater, surface water, and/or potable water supplies used for irrigation.
- c. Adoption of a policy guaranteeing full connection of the customer accounts in the Project's service area to the reclaimed water system within 5 years of Project completion. Additionally, the policy must guarantee a rate of connection of at least 50% of the customer accounts in the Project's service area to the reclaimed water system within 1 year of Project completion for existing homes or within 3 years for developments under construction.
- d. The initiation of installation of reclaimed water meters for customers within the Project's service area. A minimum of 1 master meter per subdivision is required. The Cooperator shall maintain the meter(s) and record reclaimed water usage through the meter(s) throughout the O&M Period.
- e. This Paragraph, including all subparagraphs, shall survive the expiration or termination of this Agreement.

☐ Non-Residential/Commercial Requirements.

Prior to the submission of the Cooperator's first invoice, the Cooperator shall provide written documentation that evidences the initiation of installation of reclaimed water meters for the non-residential/commercial customers identified in the Project Plan. The Cooperator shall maintain the meters and record reclaimed water usage through the meters throughout the O&M Period. This Paragraph shall survive the expiration or termination of this Agreement.

8. Education Program. *Checked paragraph applies.*

- ☒ The Cooperator shall continue its previously approved customer education program promoting the efficient use and conservation of reclaimed water. The Cooperator must obtain the District's approval of any modifications to the education program material prior to implementing the modified program. The District will not unreasonably withhold its approval.
- ☐ The Cooperator shall implement its customer education program promoting the efficient use and conservation of reclaimed water. The Cooperator must obtain the District's approval of the education program material prior to program implementation. The District will not unreasonably withhold its approval. The District shall not reimburse the Cooperator until the Cooperator's education program is implemented.

9. 20-Year Customer Commitment Agreement. *Checked paragraphs apply.*

- ☐ The Cooperator shall obtain written agreements with the single-family residential reclaimed water customers in the Project's service area that results in at least 50% of the Project benefits, under normal operating conditions, being achieved within 1 year of Project completion for existing homes or within 3 years for developments under construction. The Cooperator shall not initiate construction of the Project until it provides written notice to the District that the agreements have been secured. The agreements must include, at a minimum, the term of agreement, quantities to be supplied, rates, fees and seasonal availability. For developments under construction such agreements may be with the development owner. This Paragraph shall survive the expiration or termination of this Agreement.
- ☐ The Cooperator shall secure written agreements with non-residential/commercial customers in the Project's service area that ensures the Project benefits are achieved throughout the O&M Period. The Cooperator shall ensure said customers will provide the Project's proposed benefits to existing or planned, potable, groundwater or surface water withdrawals, under normal operating conditions. The Cooperator shall not initiate construction of the Project until it provides written notice to the District that the agreements have been secured and shall be provided to the District's Contract Manager prior to initiating construction of the Project. This Paragraph shall survive the expiration or termination of this Agreement.

☒ Project Deliverables.

The Cooperator shall provide the District with each deliverable set forth under the Deliverables for District Comments section in the Project Plan, including any supporting documentation. The District shall provide a written response to the Cooperator within:

- ☐ 15 days of receipt.
- ☒ 30 days of receipt.

The Cooperator shall provide a written response to the District's questions and concerns within:

- ☐ 10 days of receipt.
- ☒ 20 days of receipt.

☐ Florida Single Audit Act.

Funding for this Agreement includes state financial assistance and is therefore subject to the Florida Single Audit Act (FSAA), Section 215.97, F.S. The Cooperator is a subrecipient of state financial assistance under this Agreement and therefore may be subject to audits and monitoring as described in the Special Audit Requirements exhibit. The Cooperator must also use the attached Florida Single Audit Act Checklist for Non-State Organizations – Recipient/Subrecipient vs. Vendor Determination to evaluate the applicability of the FSAA to non-state organizations to which the Cooperator provides State resources to assist in carrying out activities related to this Agreement. If the Cooperator has a question related to the grant or subgrant of State funding, contact the individual identified below:

Grants Compliance Accountant  
Southwest Florida Water Management District  
2379 Broad Street, Brooksville, Florida 34604  
Phone: (352) 796-7211, Ext. 4104  
GrantsAccounting@watermatters.org

The Cooperator shall provide the District with its grant contact information within 30 days of execution of this Agreement.

The remainder of this page intentionally left blank.

**EXHIBIT C  
PROJECT PLAN**

**PROJECT DESCRIPTION**

The Project is for the design, permitting, and construction of approximately 10,000 feet of reclaimed water transmission, a 1.0 mgd booster pump station and other necessary appurtenances to interconnect the Cooperator's reclaimed water system to Pasco County's reclaimed water system to meet diurnal and seasonal County reclaimed water demands. The Project will enable the supply of reclaimed water to future customers in the Northern Tampa Bay Water Use Caution Area (NTBWUCA). The general location of the Project is shown on the attached map Figure 1.

**MEASURABLE BENEFIT**

Design, permitting, and construction of a reclaimed water interconnect and booster pump station that will enable the Cooperator to supply reclaimed water to Pasco County for future customers that will enable future water savings in the Northern Tampa Bay Water Use Caution Area (NTBWUCA). Construction will be done in accordance with the permitted plans.

**PROJECT TASKS**

Key tasks to be performed by the Cooperator:

1. **DESIGN** – The Cooperator shall provide the necessary services such as survey, geotechnical services, and engineering services to develop design drawings and technical specifications for construction.
2. **PERMITTING** – The Cooperator shall prepare and submit all necessary permit applications and obtain necessary approvals to complete interconnection between Cooperator and Pasco County (including all interlocal agreements).
3. **BIDDING AND CONTRACT AWARD** – The Cooperator shall procure a contractor to implement the Project based on the final design drawings and approved permits. The Cooperator shall identify those bid items for which reimbursement will be requested from the District.
4. **CONSTRUCTION** – The Cooperator shall construct the Project in conformance with the final design drawings, specifications and approved permits.
5. **CONSTRUCTION ENGINEERING AND INSPECTION (CEI)** – The Cooperator shall review all shop drawings, complete engineering inspections and monitor all phases of construction by means of survey, observations, and materials testing to give reasonable assurance that the construction work conforms to the permitted drawings and design specifications. The Cooperator shall provide the District with inspection documents and photographs.
6. **GIS DATA, AS-BUILT SURVEY, RECORD DRAWINGS AND CERTIFICATE OF SUBSTANTIAL COMPLETION** – The Cooperator shall obtain and provide to the District GIS shapefiles, an As-Built Survey signed and sealed and certified by a licensed Florida professional surveyor and mapper, the Record Drawings signed and sealed by a professional engineer, and a Certificate of Substantial Completion, signed by the Cooperator, contractor, and professional engineer.
7. **OPERATION AND MAINTENANCE** – The Cooperator shall provide for the operation and maintenance of the completed Project to ensure the Project functions fully to its proposed flow and benefit, as described in this Agreement, in accordance with the Operation and



Maintenance Paragraph of this Agreement. The Cooperator shall prepare an Operation and Maintenance Plan detailing the inspection and maintenance activities to ensure optimum performance of the Project components.

8. EDUCATION PROGRAM – The Cooperator shall comply with the Education Program Paragraph of this Agreement. The Cooperator’s program will, at a minimum, provide education on the Cooperator’s website with a link to the District’s reclaimed water web site. The Cooperator will also provide education to the public through brochures and educational materials that will be disseminated at locations heavily frequented by the general public.

#### **DELIVERABLES**

All deliverables to be submitted in electronic format unless otherwise indicated:

- Final design drawings
- Dated color (digital) photographs of the construction site prior to, during, and immediately following completion of the construction task
- Construction inspection reports upon request
- Certificate of Substantial Completion
- Executed Interlocal Agreement
- Reclaimed water GIS Data, As-Built Survey, Record Drawings
- Annual Reclaimed Water Supplier Report
- Operation and Maintenance Plan
- Certification of installation of meters

#### **DELIVERABLES FOR DISTRICT COMMENT**

- Final design drawings
- Construction inspection reports
- Annual Reclaimed Water Supplier Report
- Operation and Maintenance Plan

#### **PROJECT SCHEDULE**

| DESCRIPTION                                                                   | COMMENCE   | COMPLETE   |
|-------------------------------------------------------------------------------|------------|------------|
| Design and Permitting                                                         | 10/01/2021 | 12/01/2022 |
| Construction                                                                  | 12/01/2022 | 06/01/2024 |
| Construction Engineering & Inspection (CEI)                                   | 09/01/2022 | 06/01/2024 |
| GIS, As-Built Survey, Record Drawings & Certificate of Substantial Completion | 06/01/2024 | 12/01/2024 |

Additional task deadlines contained in the performance schedules of the consultant and contractor contracts will be incorporated herein by reference.

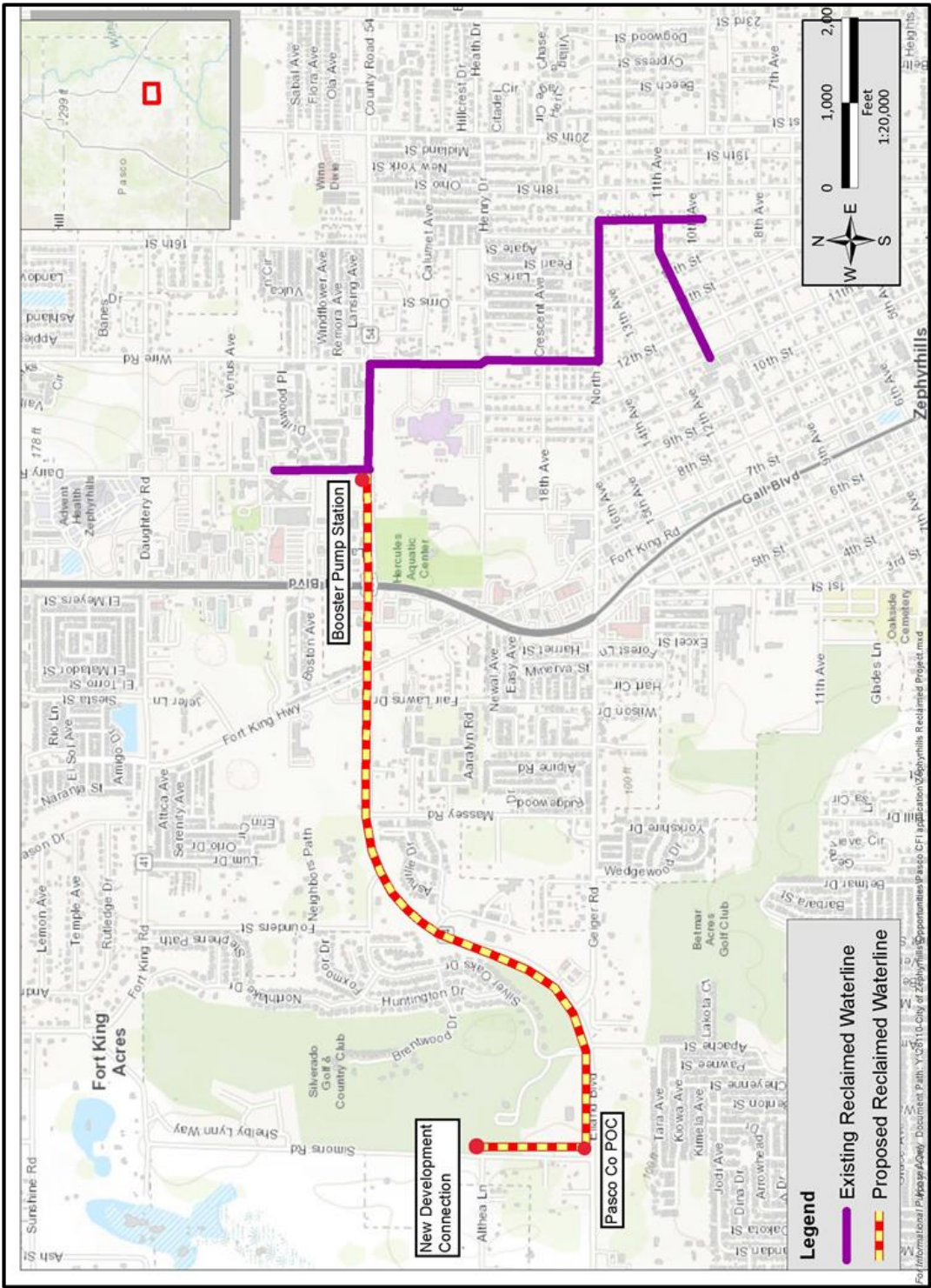
#### **PROJECT BUDGET**

| DESCRIPTION                                                                   | DISTRICT         | COOPERATOR       | TOTAL              |
|-------------------------------------------------------------------------------|------------------|------------------|--------------------|
| Design and Permitting                                                         | \$132,000        | \$132,000        | \$264,000          |
| Construction                                                                  | \$704,000        | \$704,000        | \$1,408,000        |
| Construction Engineering & Inspection (CEI)                                   | \$17,600         | \$17,600         | \$35,200           |
| GIS, As-Built Survey, Record Drawings & Certificate of Substantial Completion | \$26,400         | \$26,400         | \$52,800           |
| <b>TOTAL</b>                                                                  | <b>\$880,000</b> | <b>\$880,000</b> | <b>\$1,760,000</b> |

Reimbursement for expenditures of contingency funds is contingent upon District approval in

accordance with the Funding Paragraph in the Agreement. The Cooperator must complete one Cooperative Funding Construction Contingency Justification form, attached to this Agreement, per contingency line item requested for District reimbursement.

FIGURE 1



Cooperative Funding Construction Contingency Justification  
Submit ONE form per contingency line item requested for  
District reimbursement

Project Name:  
District Project Number:  
Cooperator:  
Contract Number:  
Contingency Request Number:

Awarded Construction Contract Total (\$):  
Contingency Amount Requested (\$):

Cumulative Contingency Amount Authorized to date  
(\$): Total Cumulative Contract Price Including this  
Request (\$): Maximum contingency eligible for  
reimbursement (\$):

up to 5% (2.5% District portion)

Contingency Request Description:

Contingency Line Item Justification<sup>1</sup>:

Cooperative Funding Resource Benefit<sup>2</sup>:

Cost/Negotiation Description<sup>3</sup>:

I hereby certify that this contingency request is necessary for the resource benefit required under the cooperative agreement and scope and costs were negotiated in good faith.

Contract Manager or Engineer of Record

Date

<sup>1</sup> Justification must document the need for the contingency line item, the circumstances under which the need was discovered, and why the item was not included within the original project scope. The District may deny reimbursement for additional costs due to design errors, rework and defects in the work. ALTERNATE LANGUAGE: The District may deny reimbursement for additional costs resulting from delays, inefficiencies, rework or extra work.

<sup>2</sup> Describe why the contingency line item is needed to fulfill the resource benefit required under the cooperative agreement.

<sup>3</sup> Costs need to be justified and demonstrated to be reasonable. Provide unit price comparison, or recent competitive cost proposals, RS Means or FDOT cost data. Attach backup documentation. If no price comparisons or competitive quotes can be provided, a certification from the Engineer of Record or appropriate Professional Engineer stating that the cost is reasonable may be considered. The certification method is not preferred and will require justification that other methods were not available.

## ATTACHMENT 2

### MINORITY/WOMEN OWNED AND SMALL BUSINESS UTILIZATION REPORT

Projects receiving \$100,000 or more in cooperative funding from the Southwest Florida Water Management District require the submission of the following information within 30 days of any amendment increasing project funding and with the final invoice. Questions regarding use of this form should be directed to Contracts Administration, Phone (352) 796-7211 ext. 4154.

|                                                                                                           |                   |                                                                         |                                           |                  |                   |                            |                 |                |                   |                   |                            |                 |                |
|-----------------------------------------------------------------------------------------------------------|-------------------|-------------------------------------------------------------------------|-------------------------------------------|------------------|-------------------|----------------------------|-----------------|----------------|-------------------|-------------------|----------------------------|-----------------|----------------|
| COOPERATOR: _____<br><br>AGREEMENT NO.: _____<br><br>PROJECT NAME: _____<br><br>TOTAL PROJECT COST: _____ |                   | INDICATE THE ONE CATEGORY THAT BEST DESCRIBES EACH ORGANIZATION LISTED* |                                           |                  |                   |                            |                 |                |                   |                   |                            |                 |                |
|                                                                                                           |                   | BUSINESS<br>CLASSIFICATION                                              |                                           | CERTIFIED MBE    |                   |                            |                 |                | NON-CERTIFIED MBE |                   |                            |                 | UNKNOWN        |
|                                                                                                           |                   | NON-MINORITY                                                            | SMALL BUSINESS<br>Section 288.703(1) F.S. | AFRICAN AMERICAN | HISPANIC AMERICAN | ASIAN/HAWAIIAN<br>AMERICAN | NATIVE AMERICAN | AMERICAN WOMAN | AFRICAN AMERICAN  | HISPANIC AMERICAN | ASIAN/HAWAIIAN<br>AMERICAN | NATIVE AMERICAN | AMERICAN WOMAN |
| NAMES OF CONTRACTORS AND<br>SUBCONTRACTORS UTILIZED                                                       | TOTAL AMOUNT PAID |                                                                         |                                           |                  |                   |                            |                 |                |                   |                   |                            |                 |                |
|                                                                                                           |                   |                                                                         |                                           |                  |                   |                            |                 |                |                   |                   |                            |                 |                |
|                                                                                                           |                   |                                                                         |                                           |                  |                   |                            |                 |                |                   |                   |                            |                 |                |
|                                                                                                           |                   |                                                                         |                                           |                  |                   |                            |                 |                |                   |                   |                            |                 |                |
|                                                                                                           |                   |                                                                         |                                           |                  |                   |                            |                 |                |                   |                   |                            |                 |                |
|                                                                                                           |                   |                                                                         |                                           |                  |                   |                            |                 |                |                   |                   |                            |                 |                |
|                                                                                                           |                   |                                                                         |                                           |                  |                   |                            |                 |                |                   |                   |                            |                 |                |
|                                                                                                           |                   |                                                                         |                                           |                  |                   |                            |                 |                |                   |                   |                            |                 |                |
|                                                                                                           |                   |                                                                         |                                           |                  |                   |                            |                 |                |                   |                   |                            |                 |                |

\* ☐ Our organization does not collect minority status data.

Signature

Date

Print Name and Title



## Attachment 4: Cooperative Funding Agreement Checklist

This checklist is to be used as a tool by the Cooperator and District Contract Manager to monitor and track Agreement terms throughout Project implementation.

**Cooperator****District****For Studies and Design:**

- ☐ ☐ Copy of contract with consultant. If contract is not provided to the District prior to execution, the Cooperator may be executing a contract with consultant that includes items that are not reimbursable
- ☐ ☐ All Draft and Final Reports and/or design drawings per the Exhibit C Project Plan

**For Construction Reimbursement:**

- ☐ ☐ Copy of bid documents and bid form. If bid documents and bid form are not provided to the District prior to bidding, the Cooperator may be advertising for items that are not reimbursable
- ☐ ☐ Copy of contract with contractor. If contract is not provided to the District prior to execution, the Cooperator may be executing a contract with contractor that includes items that are not reimbursable
- ☐ ☐ Copy of Notice to Proceed to contractor
- ☐ ☐ Owner Direct Purchase Statement
- ☐ ☐ Copy of construction permits
- ☐ ☐ If land acquisition included, review and comment from District's Real Estate Services on appropriate land value
- ☐ ☐ Any state or federal appropriations or grant funds received by the Cooperator for the Project will be applied to reduce each party's share in accordance with their respective funding percentages as described in the CFI Project Agreement
- ☐ ☐ Copy of all required federal, state, and local environmental permit approvals and permitted drawings

**During Project Work:**

- ☐ ☐ Monthly (see Exhibit A paragraph 11) status reports
- ☐ ☐ Invoices for reimbursement (per Exhibit A paragraph 7)
- ☐ ☐ Contingency Form for each contingency item
- ☐ ☐ Request(s) for changes to prime contacts
- ☐ ☐ Request(s) to extend project task deadline and/or adjustments to line item budget
- ☐ ☐ Request(s) for changes to scope, budget, and/or schedule requiring an amendment to the agreement
- ☐ ☐ M/W/SME Form must be submitted to the District if an amendment is executed that increases the total Project cost. This will apply to amendments when authorizing post-TPR work

**Close Out:**

Prior to Final Payment Reimbursement the Cooperator will provide to the District:

- ☐ ☐ Minority/Women Owned and Small Business Utilization Report (If District's share is \$100,000 or greater)
- ☐ ☐ All Deliverables listed in Exhibit C Project Plan as described in the tasks

**Survival of the Agreement:**

Per Exhibit B, the DISTRICT upon request may review the biennial Operation and Maintenance Report

## **NEW BUSINESS/PUBLIC HEARING 4.1**

Approval of Sarah Vande Berg (SVB) Housing Developers Agreement 41-22-01

### **Issue:**

SVB Housing, Inc., - Development Agreement

### **Background:**

A Development Agreement (DA) has been prepared that is associated with the Healthier Stay PUD development project (approved October 11, 2021) between the City of Zephyrhills, SVB Housing, Inc., and SVB Residential, Inc. The Florida Statutes and the City's Land Development Code authorize local governments to enter into a development agreement that is in the City's best interest. The purpose for the DA is to ensure that the developer, upon receipt of all development permits, that the Healthier Stay development may proceed in accordance with the PUD Master Plan, Construction Plans and the subject DA. The DA (pages 3-4) sets forth specific obligations of the parties including but not limited to:

1. Payments and credits of certain fees/impact fees;
2. Developer will design, engineer, permit, and construct all roadway improvements within and servicing the project;
3. Developer shall dedicate 1.62 acres of land to the City for an indoor facility and Simons Road right-of-way;
4. Developer and City will enter into a cross parking agreement;
5. Water and sewer utilities will remain private, with 3 master meters being installed;
6. Developer will take ownership and ongoing maintenance of lift station #69;
7. Developer will be responsible for the design, engineering and construction of all stormwater infrastructure for SVB Housing and Residential properties;
8. City will be responsible for stormwater infrastructure for the indoor facility;
9. Developer shall be responsible for the replacement or payment of tree removal as required by the Zephyrhills LDC;
10. City will design the exterior of the indoor facility to be consistent with the SVB Tennis Center and SVB Housing.

Two public meetings are required for the subject DA. The affected property owners have been noticed and the DA has been advertised.

### **Attachment(s):**

1. SVB Housing DA Final

2. Exhibit B Ordinance 1428-21 FLU and Zoning

**Fiscal Impact:**

The City will provide impact fee credits as provided in the Developers Agreement.

**Staff Recommendation:**

Staff recommends approval of the Development Agreement with SVB Housing, Inc. The DA is in compliance with the City's Land Development Code and Florida Statutes.

**DEVELOPMENT AGREEMENT**  
**BETWEEN THE CITY OF ZEPHYRHILLS AND**  
**SVB HOUSING, LLC AND SVB RESIDENTIAL, LLC**

**THIS AGREEMENT** made and entered into this       day of       , 2022, by and between the City of Zephyrhills, a political subdivision of the State of Florida, by and through its City Council, hereinafter referred to as (“CITY”) and SVB HOUSING, LLC and SVB Residential LLC.       hereinafter referred to as (“DEVELOPER.”)

**WITNESSETH:**

**WHEREAS**, the CITY is authorized by the Florida Local Government Development Act, sections 163.3220-163.3243, Florida Statutes, to enter into a development agreement with any person(s) having a legal or equitable interest in real property located within its jurisdiction; and

**WHEREAS**, the Florida Local Government Development Act, as set forth in section 163.3220, Florida Statutes, the City of Zephyrhills Land Development Code (hereinafter “Zephyrhills LDC”), and the City of Zephyrhills Code of Ordinances authorizes the use of development agreements in order to eliminate uncertainty in approval of a development, encourage sound capital improvement planning and financing, and encourage a commitment to the comprehensive planning process. Both the Act and the Zephyrhills LDC attempt to insure developers, upon receipt of all development permits, that the development may proceed in accordance with a development agreement; and

**WHEREAS**, the DEVELOPER is the owner of that certain property located in the City of Zephyrhills, Pasco County, Florida described and depicted on Exhibit “A” (SVB HOUSING & SVB Residential) attached hereto, collectively referred to as the “SVB Housing Project”; and

**WHEREAS**, City of Zephyrhills Ordinance No. 1428-21 (recorded in OR Book 10464, Page 616, Official Records of Pasco County, Florida) which established the PUD zoning designation of the SVB Housing Project (Exhibit “B”) is hereby incorporated by reference, and all conditions and design guidelines contained therein are also incorporated into this Agreement; and

**WHEREAS**, the DEVELOPER and the CITY desire to entire into this Agreement to state the obligations of the parties with respect to such improvements;

**NOW, THEREFORE**, in consideration of the mutual covenants and provisions contained, and other good and valuable consideration, receipt, and sufficiency of which is hereby acknowledged, the CITY and the DEVELOPER hereby agree as follows:

**A. Recitals and Exhibitions**

The foregoing recitals and all exhibits attached hereto are incorporated herein by reference and made a part of this Agreement.

**B. Purpose and Intent**

It is the purpose and intent of this Agreement to set forth terms and conditions of the development approval of the SVB Housing Project as same relate to the design, right-of-way and stormwater dedication, and construction of certain dedications and site related improvements. Agreement is

intended to further define the terms and conditions of the CITY's and the DEVELOPER's participation in and respective to obligations provided herein. All terms and conditions of this Agreement shall be interpreted in a manner consistent with, and in furtherance of, the purpose as set forth herein.

### **C. General Requirements**

1. **Legal Description(s):** The land subject to this Agreement is identified on Exhibit "A" attached hereto and made a part hereof. Pursuant to section 163.3239, Florida Statutes, the obligations, burdens, restrictions and conditions of this Agreement shall be binding upon and the benefits shall inure all such legal owners and their successors in interest of any of the land subject to this Agreement.
2. **Duration and Effective Date:** This Agreement shall become effective on the date (the "Effective Date") the last of the following occurs: 1) this Agreement is fully executed by the DEVELOPER and the CITY; and 2) this Agreement is approved by City Council. The obligations set forth in this Agreement shall be completed or satisfied within ten (10) years from the Effective Date and the rights bestowed by this Agreement shall be perpetual, subject to the conditions precedent or termination provisions set forth herein or mutual agreement.
3. **Development Uses of Land:** Ordinance No. 1428-21 and the approved PUD Master plan relating to Exhibit "A" shall set forth the permitted uses for the respective property;
4. **Zoning and Comprehensive Plan Issues:** The land use designations for the Gateway Project under the Future Land Use Element of the City of Zephyrhills Comprehensive Plan is RU (Residential Urban) The CITY has found the zoning of the SVB Housing Project as PUD (assigned by Ordinance No. 1428-21) to be consistent with the land use designations for the SVB Housing Project established in the Future Land Use Element of the City of Zephyrhills Comprehensive Plan.
5. **Findings:** The CITY has found the SVB Housing Project, as conditioned, permitted and approved to be consistent with the provisions of the City of Zephyrhills Comprehensive Plan and the Zephyrhills LDC.
6. **Reservations or Dedications for Public Purpose:** All reservations and dedications for Public purposes shall be provided in accordance with this Agreement.
7. **Public Health, Safety and Welfare:** The conditions, terms, restrictions and other requirements determined to be necessary by the CITY for public health, safety or welfare of its citizens are identified and included with the Preliminary Plat/Construction plans for the SVB Housing Project, and this Agreement.
8. **Local Development Permits:** Prior to commencement of construction of any improvements, the DEVELOPER shall obtain all necessary development approvals in accordance with the Zephyrhills LDC. This provision does not exempt any developer from obtaining all other permits required by agencies with jurisdiction over its respective project.
9. **Compliance with Legal Requirements and Permitting:** The failure of this Agreement to address a particular permit, condition, term or restriction shall not relieve any developer of the necessity of complying with the law governing said permitting requirement, condition, term or restriction.



#### **D. Additional Requirements**

1. **Impact Fees:** The DEVELOPER shall be responsible for payment of all required impact fees; except that set forth below;

- **Phase 1 - Credits**

|                                                     |             |
|-----------------------------------------------------|-------------|
| • Transportation Impact Fee Credit for Right-of-way | \$27,020.00 |
| • Sewer Connection Fees for liftstation ownership   | \$62,930.00 |
| • Park Impact fee credits for land                  | \$19,228.74 |

- **Phase 2 or 3 – Credits**

|                                                     |             |
|-----------------------------------------------------|-------------|
| • Park Impact fee credits for land                  | \$48,423.90 |
| • Transportation Impact Fee Credit for Right-of-way | \$18,397.36 |

|               |           |
|---------------|-----------|
| TOTAL CREDITS | \$176,000 |
|---------------|-----------|

- a. DEVELOPER shall move the dorm five (5) feet to the west and construct a two (2) foot retaining wall on the dormitory property to help with elevation constraints on the City property;
- b. Pending receipt of an appraisal from DEVELOPER, CITY will provide a letter to DEVELOPER that notes the market value of the land donated.

2. **Roadway Improvements and Dedications:** The DEVELOPER shall be responsible for the design, engineering and construction of all roadways improvements within and servicing the project as identified on Exhibit “C” attached hereto and made a part hereof.

- a. The DEVELOPER shall be required to obtain and provide to the CITY a minimum of three (3) bids/quotes for proposed roadway improvements and construct the drive aisle and drive connection from “SVB Tennis Center” to “SVB Housing” as such areas are identified on Exhibit “C”.
- b. The DEVELOPER shall dedicate to the CITY that certain land necessary for:
  - i. 1.083 acres for the construction of the SVB indoor facility as shown on Exhibit “D” attached hereto and made a part hereof.
  - ii. Additional .542 acres of right-of-way along Simons Road as shown on Exhibit “E” attached hereto and made a part hereof.
- c. Each right-of-way dedication shall be made by deed and/or plat prior to commencement of construction of infrastructure improvements.
- d. DEVELOPER and the City shall enter into a cross parking agreement for the SVB indoor facility, the commercial phase of SVB Housing and the existing Tennis Center. If there is a change in use of the SVB Housing, as that area is identified on Exhibit “C”, to apartments for

rent or fee owned condominiums the building will have met the parking requirement regardless of the then current applicable local laws, rules, regulations, standards and guidelines. If there is a change in use of the SVB Housing, as that area is identified on Exhibit “C”, from Dormitory to Multi-Family/Apartment Housing, the DEVELOPER shall be required to pay the difference in impact fee credits.

- e. The DEVELOPER shall provide a maintenance bond for initial one-year period. If the cost of the Maintenance Bond is greater than \$1,000.00; then the City of Zephyrhills has the option to pay the amount exceeding the \$1,000.00 or waive the maintenance bond requirement.

**3. Utility Infrastructure and Dedications:** The DEVELOPER shall be responsible for the design and installation of all water and sewer infrastructure, including reclaimed water, serving the SVB Housing Project. Water and Sewer utilities shall remain private in perpetuity. Three (3) potable water master meters shall be installed, one (1) each for the dormitory, mixed-use building, and residential subdivision. One (1) reclaimed water master meter shall be installed for the residential subdivision if needed. DEVELOPER is required by City ordinance to connect to and use reclaimed water for irrigation.

- DEVELOPER will take over ownership and ongoing maintenance of liftstation #69 located at the SVB Tennis Center. The station must be upgraded to handle all flow of the SVB Tennis Center, SVB indoor facility SVB Housing Project and all proposed phases of such development;
- City will remove SCADA controls, panel, and tower. SVB Housing will add appropriate controls after the City removes it's system.

**Stormwater Facilities:** The DEVELOPER shall be responsible for the design, engineering and construction of all stormwater infrastructure and facility improvements within and serving the SVB Housing Project including its parking areas, drive aisles, and SVB Housing structures. The City shall be responsible to provide stormwater infrastructure for the indoor facility.

**4. Tree Removal and Mitigation:** A tree removal permit shall be required for the SVB Housing Project, and, specifically, only for land to be owned and managed by SVB Housing, LLC. DEVELOPER is not responsible for trees on land owned by the City. The DEVELOPER shall be responsible for the replacement and/or payment of mitigation fees for all protected and grand trees six (6) inches DBH (diameter at breast height) or greater, in accordance with the requirements Part 7.06.00 of the Zephyrhills LDC.

- a. Replacement trees shall be in the form of lot trees, street trees, retention pond plantings, and other landscaped areas.
- b. The DEVELOPER shall not be responsible for the replacement or payment of mitigation fees for trees that are less than six (6) inches DBH in size; trees that are dead, dying, diseased, or otherwise in a poor condition; trees that are hazardous to persons or property; invasive or exotic species; or trees that are otherwise exempt, as determined by a Florida-licensed arborist and in accordance with the Zephyrhills LDC.

c. The DEVELOPER shall be entitled to tree preservation credits for protected and grand trees preserved on site.

5. **Design Standards:** City agrees to design the exterior of the indoor facility to be consistent with the SVB Tennis Center and SVB Housing development. **City will provide an Exterior conceptual rendering once received from City's design professional.**

#### **E. General Provisions**

1. **Termination:** The CITY shall provide the DEVELOPER with a written Notice of Termination stating the CITY's intent to terminate and describe those terms and conditions with which the DEVELOPER has failed to comply. If the DEVELOPER has not remedied the failure or initiated good faith efforts to remedy the failure within thirty (30) days after receiving the Notice of Termination, the CITY may terminate this Agreement without further notice and the DEVELOPER shall not thereafter be entitled to any impact fee credits, reimbursement or compensation as provided herein. This paragraph is not intended to replace any other legal or equitable remedies available to the CITY under Florida law, but is an addition hereto.
2. **Notices:** All notices, demands, requests and other communications required or permitted hereunder shall be in writing and shall be deemed to be delivered when actually received, or, if earlier and regardless of whether actually received, one (1) day after deposit with Federal Express or comparable one-day express delivery system or transmission by facsimile, addressed to the addressee at its address as set forth below or at such other address as such party may have specified theretofore by notice delivered in accordance with this section and actually received by the addressee.

***If to the City:***

Attn: City Manager  
City of Zephyrhills  
5335 8<sup>th</sup> Street  
Zephyrhills, FL 33542

***If to the Developer:***

Attn: Todd Lovinger  
SVB Housing/SVB Residential  
2310 W Bristol Ave  
Tampa FL 33609

3. **Entire Agreement:** This Agreement embodies and constitutes the entire understanding and agreement between the parties with respect to the transactions contemplated herein and this Agreement supersedes all prior and contemporaneous agreements, understandings, representations, communications, and statements, either oral or written, provided however, that nothing shall relieve the DEVELOPER of any development approval requirements or conditions previously imposed, or authorized to be imposed under the Zephyrhills LDC or Comprehensive Plan for future permits required, except as specifically waived herein.
4. **Modification:** Neither this Agreement, nor any portion thereof, may be waived, modified, amended, discharged nor terminated except as authorized by law pursuant to an instrument in writing signed by the party against which the enforcement of such waiver, modification,

amendment, discharge or termination is sought, and then only to the extent set forth in such instrument.

5. **Waiver:** The failure of any party to this Agreement to object to or take affirmative action with respect to any conduct of the other which is a violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach of any future violation, breach or wrongful conduct.
6. **Contract Execution:** This Agreement may be executed in several counterparts, each constituting a duplicate original, but all such counterparts shall constitute one and the same agreement.
7. **Headings:** All article and descriptive headings of paragraphs in this Agreement are inserted for convenience only and shall not affect the construction or interpretation thereof.
8. **Severability:** In case any one (1) or more of the provisions contained in this Agreement is found to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision herein and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein unless such unenforceable provision results in a frustration of the purpose of this Agreement or the failure of consideration.
9. **Preparation of Agreement:** The parties hereto agree that each played an equal part in the negotiation and drafting of this Agreement and in the event any ambiguity should be realized in the construction or interpretation of this Agreement, the result of such ambiguity shall be equally assumed and realized by each of the parties of this Agreement. In the event of a conflict between this Agreement and the zoning conditions of approval relating to matters set forth in the Agreement, this Agreement shall govern.
10. **Strict Compliance with Laws:** The DEVELOPER agrees that the acts to be performed by it in connection with this Agreement shall be performed in strict conformity with all applicable federal, state and local laws, rules, regulations, standards and guidelines.
11. **Signatories Authority:** By execution hereof the parties covenant that the provisions of this Agreement have been duly approved and signatories hereto are duly authorized to execute this Agreement.
12. **Governing Law and Venue:** This Agreement shall be governed by and construed in accordance with laws of the State of Florida. Venue for any litigation arises from this Agreement shall be in Pasco County, Florida.
13. **Successors and Assigns:** The terms of this Agreement shall run with the land and be binding upon the DEVELOPER and owners and their successors and assigns. The DEVELOPER and owners may assign this Agreement and all its rights and obligations hereunder to any person, firm, corporation, or other entity with the consent of the parties to this Agreement, which consent should not be unreasonably withheld or delayed, and any assignee shall be entitled to the rights and powers of such participation hereunder. No such consent shall be required for an assignment, in whole or in part, to any of the DEVELOPER's affiliates. Upon any such assignment, such assignee shall succeed to all the rights and obligations of assignor hereof, and shall, for purposes of specific rights and/or obligations assigned, or otherwise, all purposes hereof, be substituted for such participant. The CITY, at its option, may assume any of the rights and obligations set forth in this Agreement.

**IN WITNESS WHERE OF**, the parties hereunto set their hands and seals the day and year first above written.

(DEVELOPER)

By: \_\_\_\_\_

Name: \_\_\_\_\_

CITY OF ZEPHYRHILLS

By: \_\_\_\_\_

W. Alan Knight, Council President

ATTEST:

\_\_\_\_\_  
Lori L. Hillman, City Clerk

Approved as to form and content

\_\_\_\_\_  
Matthew E. Maggard, City Attorney



**LEGAL DESCRIPTION**

Commercial Parcel Descriptions:

ALL THAT TRACT OR PARCEL OF LAND LYING IN SECTION 04, TOWNSHIP 26 SOUTH, RANGE 21 EAST, PASCO COUNTY, FLORIDA, BEING A PORTION OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 7896, PAGE 1672 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SECTION 04, TOWNSHIP 26 SOUTH, RANGE 21 EAST, PASCO COUNTY, FLORIDA, SAID POINT BEING A FOUND 4"X4" CONCRETE MONUMENT WITH DISK STAMPED "PASCO CO. SEC. COR."; THENCE SOUTH 01°55'09" WEST ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 04, A DISTANCE OF 2623.15 FEET TO THE EAST 1/4 CORNER OF SAID SECTION 04, SAID POINT BEING A FOUND 5/8" IRON ROD, NO IDENTIFICATION; THENCE SOUTH 89°56'18" WEST ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 04, A DISTANCE OF 1333.53 FEET TO THE POINT OF INTERSECTION OF SAID SOUTH LINE AND THE EAST LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 7896, PAGE 1672 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE SOUTH 02°07'06" WEST ALONG SAID EAST LINE, A DISTANCE OF 347.47 FEET TO A POINT; THENCE NORTH 88°26'52" WEST, A DISTANCE OF 259.10 FEET TO A POINT; THENCE NORTH 02°07'06" EAST ALONG A LINE 440.44 FEET EAST OF AND PARALLEL TO THE WEST LINE OF SAID LANDS, A DISTANCE OF 229.33 FEET TO A POINT; THENCE SOUTH 90°00'00" WEST ALONG A LINE 230 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF SAID LANDS, A DISTANCE OF 131.54 FEET TO A POINT; THENCE NORTH 02°07'06" EAST ALONG A LINE 309 FEET EAST OF AND PARALLEL TO SAID WEST LINE, A DISTANCE OF 230.16 FEET TO A POINT ON THE NORTH LINE OF SAID LANDS; THENCE NORTH 90°00'00" EAST ALONG SAID NORTH LINE, A DISTANCE OF 390.80 FEET TO THE NORTHEAST CORNER OF SAID LANDS; THENCE SOUTH 02°07'06" WEST ALONG THE EAST LINE OF SAID LANDS, A DISTANCE OF 119.04 FEET TO THE POINT OF BEGINNING.

CONTAINING 3.448 ACRES, MORE OR LESS.

Residential Parcel Description:

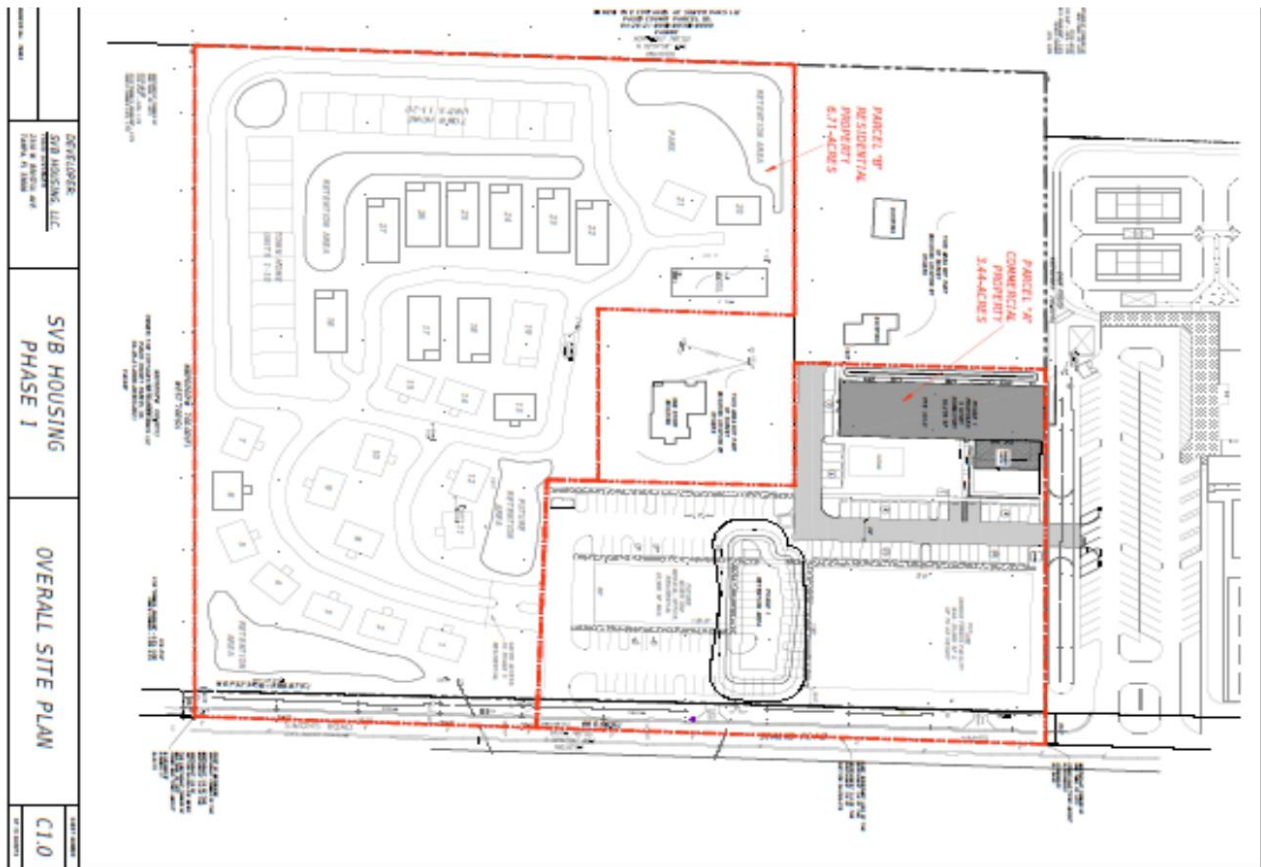
ALL THAT TRACT OR PARCEL OF LAND LYING IN SECTION 04, TOWNSHIP 26 SOUTH, RANGE 21 EAST, PASCO COUNTY, FLORIDA, BEING A PORTION OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 7896, PAGE 1672 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SECTION 04, TOWNSHIP 26 SOUTH, RANGE 21 EAST, PASCO COUNTY, FLORIDA, SAID POINT BEING A FOUND 4"X4" CONCRETE MONUMENT WITH DISK STAMPED "PASCO CO. SEC. COR."; THENCE SOUTH 01°55'09" WEST ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 04, A DISTANCE OF 2623.15 FEET TO THE EAST 1/4 CORNER OF SAID SECTION 04, SAID POINT BEING A FOUND 5/8" IRON ROD, NO IDENTIFICATION; THENCE SOUTH 89°56'18" WEST ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 04, A DISTANCE OF 1333.53 FEET TO THE POINT OF INTERSECTION OF SAID SOUTH LINE AND THE EAST LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 7896, PAGE 1672 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA; THENCE SOUTH 02°07'06" WEST ALONG SAID EAST LINE, A DISTANCE OF 347.47 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 02°07'06" WEST ALONG SAID EAST LINE, A DISTANCE OF 313.49 FEET TO THE SOUTHEAST CORNER OF SAID LANDS; THENCE SOUTH 90°00'00" WEST ALONG THE SOUTH LINE OF SAID LANDS, A DISTANCE OF 700.00 FEET TO THE SOUTHWEST CORNER OF SAID LANDS; THENCE NORTH 02°07'06" EAST ALONG THE WEST LINE OF SAID LANDS, A DISTANCE OF 549.84 FEET TO A POINT; THENCE NORTH 90°00'00" EAST ALONG A LINE 230 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF SAID LANDS, A DISTANCE OF 261.17 FEET TO A POINT; THENCE SOUTH 02°07'06" WEST ALONG A LINE 260.99 FEET EAST OF AND PARALLEL TO SAID WEST LINE, A DISTANCE OF 179.98 FEET TO A POINT; THENCE SOUTH 89°58'29" EAST, A DISTANCE OF 179.57 FEET TO A POINT; THENCE SOUTH 02°07'06" WEST ALONG A LINE 440.44 FEET EAST OF AND PARALLEL TO SAID WEST LINE, A DISTANCE OF 49.27 FEET TO A POINT; THENCE SOUTH 88°26'52" EAST, A DISTANCE OF 259.10 FEET TO THE POINT OF BEGINNING; CONTAINING 6.703 ACRES, MORE OR LESS.

Exhibit “B”  
Ordinance 1428-21

DRAFT

Exhibit "C"



Developer is responsible for design, engineering and construction of the drive aisle running from the connector from the SVB Tennis Center Parking lot south through the parking area in between the Apartment Building and the future Indoor Sports Facility and then west to the south side of the Apartment building. Developer will pave ADA parking spots and parking spots south of the Apartment building. Other parking spots will remain grass.

The City of Zephyrhills will be responsible for design, engineering and construction of the remaining paving required to complete the Parking Area when the City of Zephyrhills begins construction on the future Indoor Sports Facility and will be responsible for all future maintenance.

## Exhibit "D"

### Parcel for Indoor Facility and parking area to the west of the Indoor Facility

#### LEGAL DESCRIPTION:

ALL THAT TRACT OR PARCEL OF LAND LYING IN SECTION 04, TOWNSHIP 26 SOUTH, RANGE 21 EAST, PASCO COUNTY, FLORIDA, BEING A PORTION OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 7896, PAGE 1672 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SECTION 04, TOWNSHIP 26 SOUTH, RANGE 21 EAST, PASCO COUNTY, FLORIDA, SAID POINT BEING A FOUND 4"x4" CONCRETE MONUMENT WITH DISK STAMPED "PASCO CO. SEC. COR."; THENCE SOUTH 01°55'09" WEST ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 04, A DISTANCE OF 2623.15 FEET TO THE EAST 1/4 CORNER OF SAID SECTION 04, SAID POINT BEING A FOUND 5/8" IRON ROD, NO IDENTIFICATION; THENCE SOUTH 89°56'18" WEST ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 04, A DISTANCE OF 1333.53 FEET TO THE POINT OF INTERSECTION OF SAID SOUTH LINE AND THE EAST LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 7896, PAGE 1672 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA; THENCE NORTH 02°07'06" EAST ALONG SAID EAST LINE, A DISTANCE OF 119.04 FEET TO THE NORTHEAST CORNER OF SAID LANDS; THENCE SOUTH 90°00'00" WEST ALONG THE NORTH LINE OF SAID LANDS, A DISTANCE OF 33.13 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 01°44'54" WEST, A DISTANCE OF 222.59 FEET TO A POINT; THENCE NORTH 88°26'43" WEST, A DISTANCE OF 173.05 FEET TO A POINT; THENCE NORTH 02°04'00" EAST, A DISTANCE OF 10.36 FEET TO A POINT; THENCE NORTH 88°14'51" WEST, A DISTANCE OF 44.04 FEET TO A POINT; THENCE NORTH 01°51'20" EAST, A DISTANCE OF 206.20 FEET TO A POINT ON THE NORTH LINE OF SAID LANDS; THENCE NORTH 90°00'00" EAST ALONG SAID NORTH LINE, A DISTANCE OF 216.74 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.083 ACRES, MORE OR LESS.

SHEET 1 OF 3

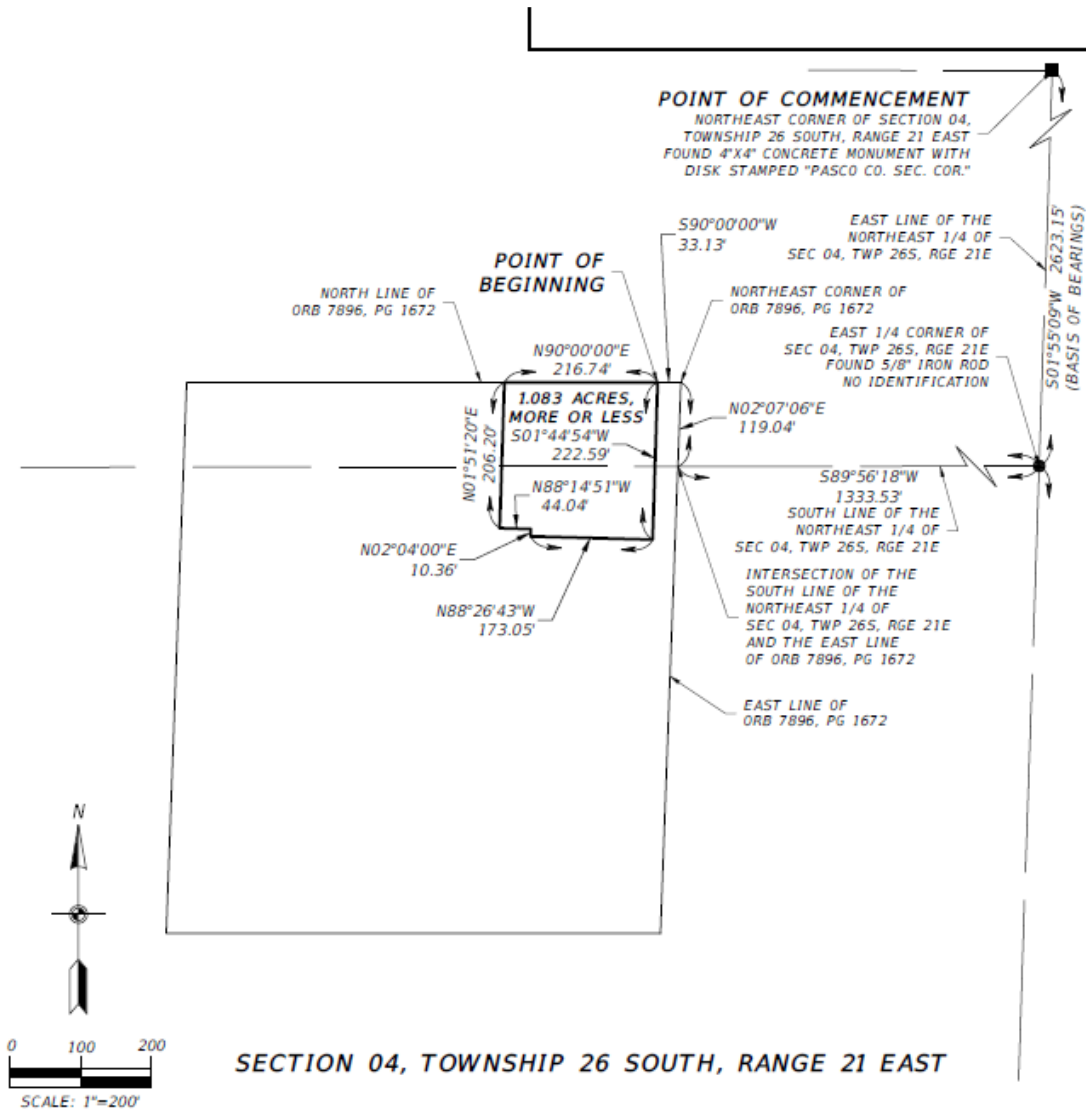
DATE: 10/05/2021  
PROJECT NUMBER: 2021610.00  
DRAWN: E. WHITTENBARGER  
CHECKED: J. SCHWARTZ

HEALTHIER STAY  
PASCO COUNTY

**GPI**

GPI GEOSPATIAL, INC. (GPI)  
3051 E. LIVINGSTON STREET, SUITE 300,  
ORLANDO, FL 32803, PHONE: (407) 851-7880  
PROFESSIONAL SURVEYOR & MAPPER  
BUSINESS LICENSE NUMBER: LB6748





SHEET 2 OF 3

DATE: 10/05/2021

PROJECT NUMBER: 2021610.00

DRAWN: E. WHITTENBARGER

CHECKED: J. SCHWARTZ

**HEALTHIER STAY  
PASCO COUNTY**

**GPI**

GPI GEOSPATIAL, INC. (GPI)  
3051 E. LIVINGSTON STREET, SUITE 300,  
ORLANDO, FL 32803. PHONE: (407) 851-7880  
PROFESSIONAL SURVEYOR & MAPPER  
BUSINESS LICENSE NUMBER: LB6748

**GENERAL NOTES:**

1. THE PURPOSE OF THIS SKETCH IS TO DELINEATE THE DESCRIPTION ATTACHED HERETO. THIS SKETCH OF DESCRIPTION WAS PREPARED UNDER THE SUPERVISION OF A FLORIDA PROFESSIONAL SURVEYOR AND MAPPER. THIS DOES NOT REPRESENT A BOUNDARY SURVEY.
2. THE BEARINGS SHOWN HEREON ARE RELATIVE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983/2011 ADJUSTMENT (NAD83/11), WEST ZONE (0902), WITH THE EAST LINE OF THE NORTHEAST 1/4 OF SECTION 04, TOWNSHIP 26 SOUTH, RANGE 21 EAST, PASCO COUNTY, FLORIDA, HAVING A BEARING OF SOUTH 01°55'09" WEST.
3. UNLESS IT BEARS THE ORIGINAL SIGNATURE AND ORIGINAL RAISED SEAL OR ELECTRONIC SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS SKETCH IS FOR INFORMATIONAL PURPOSES ONLY.
4. THIS SKETCH MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.
5. THIS SKETCH IS BASED ON AN EXISTING BOUNDARY SURVEY PREPARED BY CRIBB PHILBECK WEAVER GROUP, INC. (CPWG), PROFESSIONAL SURVEYOR & MAPPER BUSINESS LICENSE NUMBER: LB8232, PROJECT NUMBER 210002, DATED 02/18/2021, AS PROVIDED BY THE CLIENT.
6. ALL RECORDING REFERENCES SHOWN ON THIS SKETCH REFER TO THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA, UNLESS OTHERWISE NOTED.
7. THIS SKETCH IS NOT A SURVEY.

**ABBREVIATIONS:**

COR. = CORNER  
CO. = COUNTY  
ORB = OFFICIAL RECORDS BOOK  
PG = PAGE  
RGE = RANGE  
SEC = SECTION  
TWP = TOWNSHIP

**SHEET 3 OF 3**

|                            |    |                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                 |
|----------------------------|----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------|
|                            |    | I HEREBY CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5A-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472 OF THE FLORIDA STATUTES. SUBJECT TO NOTES AND NOTATIONS SHOWN HEREON. |                                                                                 |
| REVISION                   | BY | DATE                                                                                                                                                                                                                                                                                                                                                                                                                     | JEFFREY M. SCHWARTZ, PROFESSIONAL SURVEYOR & MAPPER LICENSE NUMBER: L56618 DATE |
| DATE: 10/05/2021           |    | <b>HEALTHIER STAY<br/>PASCO COUNTY</b>                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                 |
| PROJECT NUMBER: 2021610.00 |    |                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                 |
| DRAWN: E. WHITTENBARGER    |    |                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                 |
| CHECKED: J. SCHWARTZ       |    |                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                 |
|                            |    | <b>GPI</b><br>GPI GEOSPATIAL INC. (GPI)<br>3051 E. LIVINGSTON STREET, SUITE 300,<br>ORLANDO, FL 32803, PHONE: (407) 851-7880<br>PROFESSIONAL SURVEYOR & MAPPER<br>BUSINESS LICENSE NUMBER: LB6748                                                                                                                                                                                                                        |                                                                                 |

Exhibit "E "  
Right of Way

**LEGAL DESCRIPTION:**

ALL THAT TRACT OR PARCEL OF LAND LYING IN SECTION 04, TOWNSHIP 26 SOUTH, RANGE 21 EAST, PASCO COUNTY, FLORIDA, BEING A PORTION OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 7896, PAGE 1672 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SECTION 04, TOWNSHIP 26 SOUTH, RANGE 21 EAST, PASCO COUNTY, FLORIDA, SAID POINT BEING A FOUND 4"x4" CONCRETE MONUMENT WITH DISK STAMPED "PASCO CO. SEC. COR."; THENCE SOUTH 01°55'09" WEST ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 04, A DISTANCE OF 2623.15 FEET TO THE EAST 1/4 CORNER OF SAID SECTION 04, SAID POINT BEING A FOUND 5/8" IRON ROD, NO IDENTIFICATION; THENCE SOUTH 89°56'18" WEST ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 04, A DISTANCE OF 1333.53 FEET TO THE POINT OF INTERSECTION OF SAID SOUTH LINE AND THE EAST LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 7896, PAGE 1672 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA, SAID POINT BEING THE POINT OF BEGINNING; THENCE SOUTH 02°07'06" WEST ALONG SAID EAST LINE, A DISTANCE OF 660.96 FEET TO THE SOUTHEAST CORNER OF SAID LANDS; THENCE SOUTH 90°00'00" WEST ALONG THE SOUTH LINE OF SAID LANDS, A DISTANCE OF 26.70 FEET TO A POINT ON THE PASCO COUNTY MAINTAINED RIGHT OF WAY LINE PER SPECIFIC PURPOSE SURVEY FOR MAINTAINED RIGHT OF WAY OF A PORTION OF SIMONS ROAD (STATION 10+00.00 TO STATION 68+51.20), PROJECT NUMBER X-9089.00 AS PREPARED BY PASCO COUNTY, FLORIDA; THENCE NORTH 01°32'34" EAST ALONG SAID PASCO COUNTY MAINTAINED RIGHT OF WAY LINE, A DISTANCE OF 388.81 FEET TO A POINT; THENCE NORTH 01°44'54" EAST ALONG SAID PASCO COUNTY MAINTAINED RIGHT OF WAY LINE, A DISTANCE OF 390.98 FEET TO A POINT ON THE NORTH LINE OF SAID LANDS; THENCE NORTH 90°00'00" EAST ALONG SAID NORTH LINE, A DISTANCE OF 33.13 FEET TO THE NORTHEAST CORNER OF SAID LANDS; THENCE SOUTH 02°07'06" WEST ALONG THE EAST LINE OF SAID LANDS, A DISTANCE OF 119.04 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.542 ACRES, MORE OR LESS.

SHEET 1 OF 3

DATE: 08/18/2021

PROJECT NUMBER: 2021610.00

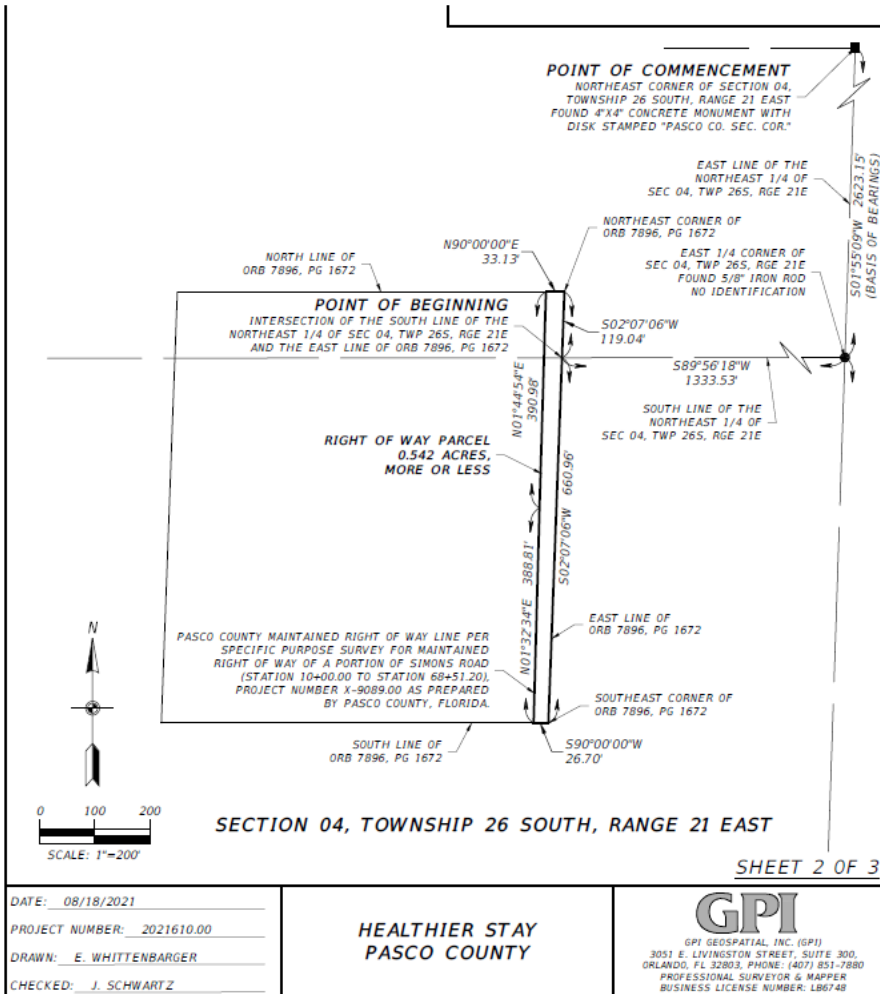
DRAWN: E. WHITTENBARGER

CHECKED: J. SCHWARTZ

HEALTHIER STAY  
PASCO COUNTY

**GPI**

GPI GEOSPATIAL, INC. (GPI)  
3051 E. LIVINGSTON STREET, SUITE 300,  
ORLANDO, FL 32803, PHONE: (407) 851-7880  
PROFESSIONAL SURVEYOR & MAPPER  
BUSINESS LICENSE NUMBER: LB6748



**GENERAL NOTES:**

1. THE PURPOSE OF THIS SKETCH IS TO DELINEATE THE DESCRIPTION ATTACHED HERETO. THIS SKETCH OF DESCRIPTION WAS PREPARED UNDER THE SUPERVISION OF A FLORIDA PROFESSIONAL SURVEYOR AND MAPPER. THIS DOES NOT REPRESENT A BOUNDARY SURVEY.
2. THE BEARINGS SHOWN HEREON ARE RELATIVE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983/2011 ADJUSTMENT (NAD83/11), WEST ZONE (0902), WITH THE EAST LINE OF THE NORTHEAST 1/4 OF SECTION 04, TOWNSHIP 26 SOUTH, RANGE 21 EAST, PASCO COUNTY, FLORIDA, HAVING A BEARING OF SOUTH 01°55'09" WEST.
3. UNLESS IT BEARS THE ORIGINAL SIGNATURE AND ORIGINAL RAISED SEAL OR ELECTRONIC SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS SKETCH IS FOR INFORMATIONAL PURPOSES ONLY.
4. THIS SKETCH MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.
5. THIS SKETCH IS BASED ON AN EXISTING BOUNDARY SURVEY PREPARED BY CRIBB PHILBECK WEAVER GROUP, INC. (CPWG), PROFESSIONAL SURVEYOR & MAPPER BUSINESS LICENSE NUMBER: LB8232, PROJECT NUMBER 210002, DATED 02/18/2021, AS PROVIDED BY THE CLIENT.
6. ALL RECORDING REFERENCES SHOWN ON THIS SKETCH REFER TO THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA, UNLESS OTHERWISE NOTED.
7. THIS SKETCH IS NOT A SURVEY.

**ABBREVIATIONS:**

COR. = CORNER  
CO. = COUNTY  
ORB = OFFICIAL RECORDS BOOK  
PG = PAGE  
RGE = RANGE  
SEC = SECTION  
TWP = TOWNSHIP

SHEET 3 OF 3

|                            |                                        |                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                                    |
|----------------------------|----------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                            |                                        | I HEREBY CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 54-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472 OF THE FLORIDA STATUTES. SUBJECT TO NOTES AND NOTATIONS SHOWN HEREON. |                                                                                                                                                                                                    |
| REVISION                   | BY                                     | DATE                                                                                                                                                                                                                                                                                                                                                                                                                     | JEFFREY M. SCHWARTZ, PROFESSIONAL SURVEYOR & MAPPER LICENSE NUMBER: LS6618 DATE                                                                                                                    |
| DATE: 08/18/2021           |                                        |                                                                                                                                                                                                                                                                                                                                                                                                                          | <b>GPI</b><br>GPI GEOSPATIAL, INC. (GPI)<br>3051 E. LIVINGSTON STREET, SUITE 300,<br>ORLANDO, FL 32803; PHONE: (407) 851-7880<br>PROFESSIONAL SURVEYOR & MAPPER<br>BUSINESS LICENSE NUMBER: LB6748 |
| PROJECT NUMBER: 2021610.00 | <b>HEALTHIER STAY<br/>PASCO COUNTY</b> |                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                                    |
| DRAWN: E. WHITTENBARGER    |                                        |                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                                    |
| CHECKED: J. SCHWARTZ       |                                        |                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                                    |



**ORDINANCE NO.1428-21**

**AN ORDINANCE OF THE CITY OF ZEPHYRHILLS, FLORIDA, APPROVING A SMALL SCALE FUTURE LAND USE MAP AMENDMENT FROM COUNTY RES-6 TO CITY RU (RESIDENTIAL URBAN), AND AMENDING THE ZONING FROM COUNTY AC TO CITY PUD (PLANNED UNIT DEVELOPMENT), FOR PARCEL 04-26-21-0000-00200-0000 PROVIDING FOR TRANSMITTAL AND AN EFFECTIVE DATE.**

**WHEREAS**, the City Council has been given authority by the State of Florida pursuant to Chapter 163, Florida Statutes, to amend the Future Land Use Map of the City's territorial boundaries upon receipt of written consent of the land owners, together with the approval of the City Council of said Future Land Use Map amendment duly expressed by Ordinance; and

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

**WHEREAS**, the Planning Commission, sitting as the Local Planning Agency, did hold a public hearings on August 17, 2021 to consider the proposed amendment to the Comprehensive Plan and rezoning, with due public notice, pursuant to Section 125.55(2), Florida Statutes, and recommended approval to the City Council; and

**WHEREAS**, based on the recommendation of the Planning Commission to the City Council, said Council has prepared the amendment to the City's Comprehensive Plan and is hereby transmitting to the Florida Department of Economic Opportunity, Division of Community Development and such other agencies as required by Section 163.3184, Florida Statutes and recommended by the Florida Department of Economic Opportunity.

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

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

**WHEREAS**, the City Council has determined that the PUD zoning designation would be appropriate, would promote the general welfare, and encourage proper development within the City; and

**WHEREAS**, the City Council desires to hereby formally adopt the amendment to the City's Comprehensive Plan.

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

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

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

**Section 3.** The following lands, lying and being situated in the City of Zephyrhills, Pasco County, Florida, to wit:

Physical Address: 6419 Simons Rd, Zephyrhills, FL 33541

Parcel/Tax ID No.: 04-26-21-0000-00200-0000

**Legal Description:**

Commence AT SE Corner OF NE 1/4 OF NW 1/4 OF SE 1/4 TH W 700 FT TH N PARALLEL TO E BDY 780 FT TH E 700 FT TH S TO POB OR 122 PG 175 OR 760 PG 1227 OR 7896 PG 1672.

12.53 acres MOL

The Future Land Use classification is hereby amended from County RES-6 to City RU (Residential Urban) and the zoning designation is hereby rezoned from County AR to City R4 (Multi-Family Residential) and included within the boundaries of the City of Zephyrhills, Florida.

**Section 4.** The following conditions are provided and included as part of subject ordinance:

- 1.) Future development on subject property shall require an updated traffic study that assesses the operational impacts of the proposed development / uses to determine if turn lanes are required;
- 2.) Future development on subject property shall require a City tree removal permit / tree replanting / mitigation prior to the removal of trees on subject property;
- 3.) The owner / developer shall convey at no cost to the City Of Zephyrhills ROW along Simons Rd and to be reflected on future site plan / plat(s). In addition, the owner/developer and its successors and assigns, shall design, construct, permit and obtain at no cost to the City, any and all permits required by other agencies for appropriate drainage/retention facilities on the owner's/developer property or another site acceptable to the City Of Zephyrhills. Plans should include: initial and future travel lanes, sidewalks, bike lanes, trails, medians and other roadway appurtenances as required;
- 4.) ROW may be transferred by perpetual ROW easement, fee simple deed, or dedicated as determined by City Staff. All conveyances shall occur prior to approval of the future engineered site plan or final plat. All conveyances shall be clear of all liens and encumbrances, including exemption from all covenants and deed restrictions;
- 5.) The future engineered site plan / subdivision plat shall reflect road /access / turn lanes improvements as indicated in the future final traffic study;
- 6.) The owner /applicant acknowledges that any provisions of Zephyrhills ordinances not specifically waived shall be in full force and effect;
- 7.) A pre-application meeting shall be conducted with the future engineer / City Planning Department prior to submittal of a preliminary site plan (all phases);
- 8.) The owner/applicant shall submit a preliminary site plan for review and approval in accordance with all requirements of Articles 6 and 7 of the City's Land Development Code;
- 9.) All future construction / stormwater management shall comply with the City's basins of special concern ordinance and obtain required permit(s) from SWFWMD;
- 10.) A City ROW use permit and required utility permits shall be obtained and provided to the City of Zephyrhills Planning Department;
- 11.) The two existing home sites / parcels shall be allowed to remain. Future redevelopment of subject homes / parcels shall constitute a PUD master plan modification and review / approval from the City of Zephyrhills (PUD Master Plan for subject property - Exhibit A).
- 12.) Future final plans for non-residential development shall be reviewed to ensure parking requirements are satisfied;
- 13.) Applicant / property owner shall dedicate to the City of Zephyrhills a pad ready site (clearing & grubbing) as defined on the Master plan as "Indoor Tennis center" / adjoining parking with no financial compensation;
- 14.) Secondary access is required / recommended to connect to the SVB Tennis parking lot;
- 15.) Cross parking and access agreements are required to provide access between SVB Tennis Center and Simons property and access easements to the two outparcels;
- 16.) A Development Agreement shall be developed between the applicant and the City of Zephyrhills formalizing agreements.

**Section 5.** All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

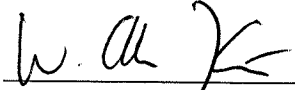
**Section 6.** That if any section, sentence, clause or phrase of this ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this ordinance.

**Section 7.** This ordinance shall take effect thirty-one (31) days after adoption if no challenge is filed, and as provided in the City Charter and Chapter 163, Florida Statutes.

The foregoing Ordinance No. 1428-21 was read and passed on the first reading, following a transmittal public hearing, in an open and regular meeting of the City Council of the City of Zephyrhills, Florida, on this 13th day of September, 2021.

Attest:

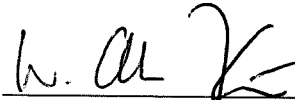
  
Lori L. Hillman, City Clerk

  
W. Alan Knight, Council President

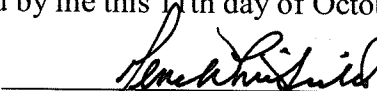
The foregoing Ordinance No. 1428-21 was read and passed on the second reading, following a public hearing, in an open and regular meeting of the City Council of the City of Zephyrhills, Florida, on this 11th day of October, 2021.

Attest:

  
Lori L. Hillman, City Clerk

  
W. Alan Knight, Council President

The foregoing Ordinance No. 1428-21 was approved by me this 11th day of October, 2021.

  
Gene Whitfield, Mayor

Approved as to legal form and legal content

  
Matthew E. Maggard, City Attorney

1

## **CITY MANAGER'S REPORT 5.1**

Approval of Task Order 21-62 with Furr, Wegman & Banks for Sidewalks and Trails  
Construction Documents

### **Issue:**

FWB will administer the work of consultant, BGE Inc., to provide professional services for the proposed construction of sidewalks and trails located within the City of Zephyrhills. A total fixed fee cost of \$205,443.00, BGE has absorbed the pass-through administration cost from Furr Wegman & Banks.

### **Background:**

BGE, Inc. (BGE), to provide professional consulting services associated with the proposed construction of sidewalks within a quarter-mile of Raymond B Steward Middle School, West Elementary, Woodland Elementary School, and Zephyrhills High School (schools) within the City's maintained right-of-way. BGE will also provide professional consulting services associated with the proposed construction of trails along one side of 20th Street from 5th Avenue to 12th Avenue and along one side of 16th Street from C Avenue to 5th Avenue. The project scope is based on the CRA's Sidewalk Master Plan, the City's Trail Plan, and guidance from City Manager Poe and City staff. The focus of this project is to provide sidewalks and trails within residential neighborhoods within specific areas in the City of Zephyrhills. The specific locations are outlined in the attached scope. Approximately 52,500 linear feet of sidewalks and trails.

### **Attachment(s):**

1. Updated\_12-21-21 Zephyrhills Sidewalks & Trails Proposal (2)

### **Fiscal Impact:**

Funding for the project is included in the City's FY 2021/2022 approved budget.

### **Staff Recommendation:**

Staff recommends approval and authorization for City Manager's execution.



December 21, 2021

TASK ORDER: 21-62

Mr. William Poe, City Manager  
City of Zephyrhills  
5335 8<sup>th</sup> Street  
Zephyrhills, FL 33542

Re: Sidewalks & Trails – Zephyrhills, FL  
Sidewalks & Trails Construction Plans

Dear Mr. Poe,

Furr, Wegman & Banks Architects P.A. (FWB) is pleased to submit this proposal to provide professional services for the proposed construction of sidewalks & trails to be located in residential neighborhoods within a quarter mile from the schools (Raymond B. Steward Middle, West Elementary, Woodland Elementary, and Zephyrhills High).

FWB will administer the work of our consultant, BGE, Inc. to provide the Scope of Services outlined in their letter of proposal dated October 13, 2021/Revised December 21, 2021 (attached). Services to be provided per fee schedule as outlined on page 9 of BGE proposal; and in accordance with our Professional Services-City Wide Services Contract. FWB requests a five percent (5%) markup on the consultant's fee to cover our firm's administrative costs. A breakdown of the fee with markup is outlined below.

|                                                   |                    |
|---------------------------------------------------|--------------------|
| BGE, Inc. Lump Sum Fixed Fee =                    | \$194,410.00       |
| FWB 5% Administrative Markup Lump Sum Fixed Fee = | <u>\$ 9,720.00</u> |
| TOTAL LUMP SUM FIXED FEE =                        | \$ 204,130.00      |

Mutually agreed upon changes to the above identified Scope of Services will be performed for an additional service fixed fee upon prior written approval from City of Zephyrhills. All printing to be invoiced as a reimbursable expense.

Thank you for considering Furr, Wegman & Banks Architects, P.A. Once approved, please sign below, and return a copy for our records. If you have any questions, please contact our office.

Very truly yours,

FURR, WEGMAN & BANKS ARCHITECTS, P. A.



M. Aaron Banks, AIA  
Principal

ACCEPTED BY:

\_\_\_\_\_  
William Poe, City Manager  
City of Zephyrhills

\_\_\_\_\_  
Date



**Delivered via email to [pwegman@fwbarchitects.com](mailto:pwegman@fwbarchitects.com)**

December 6, 2021

**Revised December 21, 2021**

Philip D. Wegman, AIA, Principal  
Furr, Wegman & Banks Architects, P.A.  
625 East Orange Street  
Lakeland, Florida, 33801

**RE: Sidewalks & Trails – Zephyrhills, FL  
Sidewalks & Trails Construction Plans**

Dear Mr. Banks:

Per your request, BGE, Inc. (BGE) is pleased to provide this proposal for the subject project.

## **1.0 OVERVIEW**

- 1.1. Furr, Wegman & Banks Architects, P.A. (Client) desires to retain BGE, Inc. (BGE), to provide professional consulting services associated with the proposed construction of sidewalks within a quarter-mile of Raymond B Steward Middle School, West Elementary, Woodland Elementary School, and Zephyrhills High School (schools) within City maintained right-of-way. BGE will also provide professional consulting services associated with the proposed construction of sidewalks along one side of 20<sup>th</sup> Street from 5<sup>th</sup> Avenue to 12<sup>th</sup> Avenue and along one side of 16<sup>th</sup> Street from C Avenue to 5<sup>th</sup> Avenue.
- 1.2. The project scope is based on the CRA's Sidewalk Master Plan, the City's trail plan, and guidance from City staff. The focus of this project is to provide sidewalks and trails within residential neighborhoods within specific areas in the City. Sidewalks within Zephyrhills will be a minimum of 5' wide. Where sidewalks are also within the CRA they will be a minimum of 6' wide. Trails will be a minimum of 8' wide and preferably 10' wide.
- 1.3. The project will review City maintained right-of-ways where sidewalks are essential and identify existing substandard sidewalks that need repair or replacement to be provided for safe accessible connectivity to the schools. Substandard sidewalks are those sidewalks less than five (5) feet wide, or less than six (6) feet wide in the CRA, and those sidewalks that are damaged. In addition, the project will identify improvements to other infrastructures required to provide space for the sidewalks to encourage safe pedestrian traffic.
- 1.4. The project will evaluate crosswalks, curb ramps, and intersection geometry to identify safety concerns regarding pedestrian traffic.
- 1.5. The majority of this project will be within a quarter mile of each school and within Zephyrhills maintained right-of-way. No part of this project will extend into the Florida Department of Transportation (FDOT) maintained right-of-way. A portion of this project will be designed

**Serving. Leading. Solving™**

BGE, Inc. • 2203 N. Lois Ave, Suite G300 • Tampa, FL 33607 • 813-848-0901 • [www.bgeinc.com](http://www.bgeinc.com)

within Pasco County right-of-way. This portion will need additional coordination and permitting with Pasco County.

- 1.6. All construction documents will meet Zephyrhills Land Development Code (ZLDC) and FDOT standards.

## **2.0 SCOPE OF SERVICES**

### **2.1. Survey Coordination**

BGE will coordinate with the City’s surveyor. This will include phone calls, MS Teams calls, and meetings in the field with the surveyor as needed. BGE will review the survey(s) as they are delivered.

Coordination for a subsurface utility engineering (SUE) survey is not included in this task. If a SUE survey or additional land surveying services are requested by the Client or an AHJ an amendment to this agreement will be required.

### **2.2. Site Review and Evaluation**

BGE will use the latest publicly available GIS data and aerial photography to provide an initial desktop evaluation of the project area. BGE will perform limited site visits to evaluate existing sidewalks that appeared to require repair or replacement in our initial desktop evaluation. BGE will also identify improvements to other infrastructures required to provide space for the sidewalks. This may include regrading of ditches, piping stormwater through certain areas, relocating utilities including water valves, power poles, guy wires, pull boxes, etc. BGE will also note areas that may require additional right-of-ways to be provided

### **2.3. Findings Report and Overall Conceptual Plan**

BGE will provide the Client a findings report, along with an overall conceptual plan showing the right-of-ways requiring new sidewalks. In addition, BGE will provide a limited overview of potential repairs to existing sidewalks, or sidewalks needing to be replaced within the limits of the project.

This task includes up to two 2-hour in-person or MS Teams meetings with the Client and/or City staff. These meetings will focus on design challenges discovered in Task 2.2. and highlighted in the findings report.

If additional meetings are requested by the Client and/or City staff, an amendment to this contract will be required.

### **2.4. Pre-Application Meetings**

BGE will also solicit feedback via phone and/or email from the Water Management District, FDOT, and Pasco County on the conceptual site plan prepared in Task 2.2. It is not anticipated that a formal Pre-Application Meeting will be warranted for this type of project. The primary goal of this task is to coordinate with other agencies that may have an interest in the activities. If it is discovered that additional permitting is necessary beyond what is provided in this

agreement, an amendment to this contract will be required.

## 2.5. Construction Documents for West Elementary School Sidewalks

BGE will provide Construction Documents for proposed sidewalks along one side of the road within Zephyrhills maintained right-of-ways currently without sidewalks (within ¼ mile from the school). These right-of-ways include:

- 9<sup>th</sup> Avenue from 1<sup>st</sup> Street to 6<sup>th</sup> Street
- 10<sup>th</sup> Avenue from 1<sup>st</sup> Street to 6<sup>th</sup> Street
- 11<sup>th</sup> Avenue from 1<sup>st</sup> Street to 6<sup>th</sup> Street
- 13<sup>th</sup> Avenue from 1<sup>st</sup> Street to 6<sup>th</sup> Street
- 14<sup>th</sup> Avenue from 37733 14<sup>th</sup> Avenue to 6<sup>th</sup> Street
- 15<sup>th</sup> Avenue from 37742 15<sup>th</sup> Avenue to 14<sup>th</sup> Avenue
- 3<sup>rd</sup> Street from 9<sup>th</sup> Avenue to 10<sup>th</sup> Avenue
- 5<sup>th</sup> Street from 9<sup>th</sup> Avenue to 14<sup>th</sup> Avenue
- 6<sup>th</sup> Street from 9<sup>th</sup> Avenue to 16<sup>th</sup> Street

There are approximately 10,500 linear feet of sidewalk.

Construction Documents will include:

- Existing Conditions
- Demolition Plan
- Geometry Plan
- Grading Plan
- Intersection Signage and Striping Plan
- Detail Sheet

There are existing sidewalks on 1<sup>st</sup> Street, 4<sup>th</sup> Street, and 12<sup>th</sup> Avenue. These sidewalks may be evaluated as part of Task 2.2., but no Construction Documents will be provided within these right-of-ways with this task. If the City would like these right-of-ways included in the set of the Construction Documents in order to bring these sidewalks up to current standards, an amendment to this contract will be required.

## 2.6. Construction Documents for Raymond B Stewart Middle School Sidewalks

BGE will provide Construction Documents for proposed sidewalks along one side of the road within Zephyrhills maintained right-of-ways currently without sidewalks (within ¼ mile from the school). These right-of-ways include:

- 7<sup>th</sup> Avenue from Alleyway east of 8<sup>th</sup> Street and 17<sup>th</sup> Street
- 8<sup>th</sup> Avenue from 7<sup>th</sup> Street to 17<sup>th</sup> Street
- 9<sup>th</sup> Avenue from 12<sup>th</sup> Street to 17<sup>th</sup> Street
- 10<sup>th</sup> Avenue from 12<sup>th</sup> Street to 17<sup>th</sup> Street
- 11<sup>th</sup> Avenue from 12<sup>th</sup> Street to 17<sup>th</sup> Street
- 13<sup>th</sup> Avenue from 8<sup>th</sup> Street to 14<sup>th</sup> Street
- 14<sup>th</sup> Avenue from 8<sup>th</sup> Street to 12<sup>th</sup> Street
- 15<sup>th</sup> Avenue from 7<sup>th</sup> Street to 11<sup>th</sup> Street
- 16<sup>th</sup> Avenue from 8<sup>th</sup> Street to 9<sup>th</sup> Street
- 9<sup>th</sup> Street from the Alleyway north of 5<sup>th</sup> Avenue to 10<sup>th</sup> Avenue
- 9<sup>th</sup> Street from 11<sup>th</sup> Avenue to North Avenue

- 10<sup>th</sup> Street from 11<sup>th</sup> Avenue to North Avenue
- 13<sup>th</sup> Street from 7<sup>th</sup> Avenue to North Avenue
- 14<sup>th</sup> Street from 9<sup>th</sup> Avenue to North Avenue
- 15<sup>th</sup> Street from 12<sup>th</sup> Avenue to North Avenue
- 16<sup>th</sup> Street from 5<sup>th</sup> Avenue to North Avenue
- 17<sup>th</sup> Street from 5<sup>th</sup> Avenue to North Avenue

There are approximately 30,000 linear feet of sidewalk.

Construction Documents will include:

- Existing Conditions
- Demolition Plan
- Geometry Plan
- Grading Plan
- Intersection Signage and Striping Plan
- Detail Sheet

There are existing sidewalks on 7<sup>th</sup> Street, 8<sup>th</sup> Street, 10<sup>th</sup> Street, 11<sup>th</sup> Street, 12<sup>th</sup> Street, 5<sup>th</sup> Avenue, 6<sup>th</sup> Avenue, 9<sup>th</sup> Avenue, 10<sup>th</sup> Avenue, 12<sup>th</sup> Avenue, and North Avenue. These sidewalks may be evaluated as part of Task 2.2., but no Construction Documents will be provided within these right-of-ways with this task. If the City would like these right-of-ways included in the set of the Construction Documents in order to bring these sidewalks up to current standards, an amendment to this contract will be required.

## 2.7. Construction Documents for Woodland Elementary School and Zephyrhills High School Sidewalks

BGE will provide Construction Documents for proposed sidewalks along one side of the road within Zephyrhills maintained right-of-ways currently without sidewalks (within ¼ mile from the school). These right-of-ways include:

- 9<sup>th</sup> Street from North Avenue to Henry Drive
- 10<sup>th</sup> Street from North Avenue to Henry Drive
- 18<sup>th</sup> Avenue from 9<sup>th</sup> Street to 12<sup>th</sup> Street

There are approximately 3,550 linear feet of sidewalk.

Construction Documents will include:

- Existing Conditions
- Demolition Plan
- Geometry Plan
- Grading Plan
- Intersection Signage and Striping Plan
- Detail Sheet

The remainder of the right-of-ways within ¼ mile of the schools have sidewalks or are maintained by other jurisdictions. These sidewalks may be evaluated as part of Task 2.2, but no Construction Documents will be provided within these right-of-ways in this task. If the City would like these right-of-ways included in the set of the Construction Documents to bring these sidewalks up to current standards, an amendment to this contract will be required.



## 2.8. Construction Documents for 16<sup>th</sup> Street Sidewalks

BGE will provide Construction Documents for proposed sidewalks along one side of the road within Zephyrhills maintained right-of-way for 16<sup>th</sup> Street from C Avenue to 5<sup>th</sup> Avenue. There are approximately 3,450 linear feet of sidewalk.

Construction Documents will include:

- Existing Conditions
- Demolition Plan
- Geometry Plan
- Grading Plan
- Intersection Signage and Striping Plan
- Detail Sheet

No other Construction Documents will be provided within these right-of-ways in this task. If the City would like other right-of-ways included in the set of the Construction Documents, an amendment to this contract will be required.

## 2.9. Construction Documents for 20<sup>th</sup> Street Trail

BGE will provide Construction Documents for proposed sidewalks and/or trail sections along one side of the road within Zephyrhills maintained right-of-way for 20<sup>th</sup> Street from 5<sup>th</sup> Avenue to 12<sup>th</sup> Avenue. There are approximately 2,800 linear feet of trail. The trail is planned to be 10 feet wide. In areas of constraint, the width of the trail shall not be less than 8 feet.

Construction Documents will include:

- Existing Conditions
- Demolition Plan
- Geometry Plan
- Grading Plan
- Intersection Signage and Striping Plan
- Detail Sheet

No other Construction Documents will be provided within these right-of-ways in this task. If the City would like other right-of-ways included in the set of the Construction Documents, an amendment to this contract will be required.

## 2.10. Construction Documents for Geiger Road and Eiland Blvd. Trail

BGE will provide Construction Documents for the proposed trail section along the north side of Eiland Blvd from Silver Oaks Drive to Geiger Road and along the north side of Geiger Road from Eiland Blvd to the west of 37229 Geiger Road. There are approximately 1,800 linear feet of trail. The trail is planned to be 10 feet wide. In areas of constraint the width of the trail shall not be less than 8 feet.

Construction Documents will include:

- Existing Conditions
- Demolition Plan
- Geometry Plan
- Grading Plan

- Intersection Signage and Striping Plan
- Detail Sheet

No other Construction Documents will be provided within these right-of-ways in this task. If the City would like other right-of-ways included in the set of the Construction Documents, an amendment to this contract will be required.

#### 2.11. Eiland Blvd at Geiger Road Signal Modifications

BGE will prepare updated design plans in accordance with the applicable requirements of the County's and FDOT's Specifications and Manuals (latest revision) as provided by the County and available on the County's website. The following plan sheets will be prepared for the intersection of Eiland Boulevard at Geiger Road:

- Tabulation of Quantities
- Signalization Plan (Modification)
- Signalization Plan Misc Details
- Traffic Signal Installation Notes

BGE will perform revisions to the plans due to preliminary comments received from the County, prepare 95% design plans, and submit to the County for final review. Final revisions to the plans will be made per County comments. Final plans will be provided to be included in the final construction documents produced as part of Task 2.10. and revised during City review.

#### 2.12. SWFWMD Exemption

BGE will submit and provide one (1) round of comments for a SWFWMD exemption for each of the construction plans produced in Tasks 2.5. to 2.10. It is assumed that an exemption would be granted for this type of project. If it is discovered during Task 2.4. or SWFWMD's review that an ERP permit is needed, an amendment to this contract will be required.

#### 2.13. Pasco County Right-of-Way Use Permit

BGE will provide assistance with permitting the Construction Documents created as part of Task 2.10. through Pasco County. As part of this task, BGE will prepare and submit a Right-of-Way Use application to Pasco County. The Client and/or the City are responsible for the application fee. BGE will respond to one (1) round of comments from Pasco County. If the Client or the City requests changes to the Construction Documents created as a part of Task 2.10. after the Right-of-Way Use permit has been submitted an amendment to this contract will be required. If there are more than one (1) round of comments from the County an amendment to this contract will be required.

#### 2.14. Reimbursable Expenses

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

telephone calls, postage, advertising fees, courier, printing, and reproduction costs.

### **3.0 GENERAL CONDITIONS AND UNDERSTANDINGS**

3.1. The following will be provided by the Client:

3.1.1. Application review fees.

3.1.2. Client's consultants to provide legal services as needed for the project.

3.1.3. Copies of all prior permits and approvals.

3.1.4. Topographic survey of right-of-ways including all sidewalks, valves, hydrants, poles, guywires, ditches, etc.

3.2. The proposed project will be consistent with the Zephyrhills and Pasco County Land Development Regulations, Zoning Regulations, and Comprehensive Plan. Zoning or Comprehensive Plan amendments are specifically excluded from the scope of this contract.

3.3. **PURSUANT TO FLORIDA STATUTES CHAPTER 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.**

#### **4.0 EXCLUDED SERVICES**

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

- Permitting through FDEP, Pasco County, and FDOT
- Surveying / Platting services / Tree surveys or arborist related services
- Subsurface utility location services
- Geotechnical / Environmental services
- Hardscape plans / signage plans / monument signs / dumpster enclosure gate design
- Electrical / Mechanical / Structural / Plumbing / Architectural / Archeological services / Landscape Architecture
- Planning Services / Zoning or Land Use Modifications / Public Hearings
- Reclaimed / Irrigation source design and permitting / water use / well permitting
- Traffic analysis / design / permitting
- Application fees / impact fees / connection fees
- Bidding services / preparation of a schedule of values / cut/fill estimates
- Site lighting / photometric design services
- Building permitting services
- NPDES permitting / SWPPP preparation
- Preparation of graphics or renderings for use in public meetings or for marketing purposes
- Construction phase services

## 5.0 FEES

| ITEM  | SERVICE                                                                                     | FEE BASIS   | FEE AMOUNT    |
|-------|---------------------------------------------------------------------------------------------|-------------|---------------|
| 2.1.  | Survey Coordination                                                                         | Lump Sum    | \$7,010       |
| 2.2.  | Site Review and Evaluation                                                                  | Lump Sum    | \$4,000       |
| 2.3.  | Findings Report and Overall Conceptual Plan                                                 | Lump Sum    | \$3,000       |
| 2.4.  | Pre-Application Meetings                                                                    | Lump Sum    | \$1,400       |
| 2.5.  | Construction Documents for West Elementary School Sidewalks                                 | Lump Sum    | \$29,000      |
| 2.6.  | Construction Documents for Raymond B Stewart Middle School Sidewalks                        | Lump Sum    | \$72,000      |
| 2.7.  | Construction Documents for Woodland Elementary School and Zephyrhills High School Sidewalks | Lump Sum    | \$10,750      |
| 2.8.  | Construction Documents for 16 <sup>th</sup> Street Sidewalks                                | Lump Sum    | \$10,000      |
| 2.9.  | Construction Documents for 20 <sup>th</sup> Street Trail                                    | Lump Sum    | \$10,000      |
| 2.10. | Construction Documents for Geiger Road and Eiland Blvd. Trail                               | Lump Sum    | \$14,500      |
| 2.11. | Eiland Blvd at Geiger Road Signal Modifications                                             | Lump Sum    | \$12,250      |
| 2.12. | SWFWMD Exemption                                                                            | Lump Sum    | \$7,500       |
| 2.13. | Pasco County Right-of-Way Use Permit                                                        | Lump Sum    | \$7,500       |
| 2.14. | Reimbursable Expenses                                                                       | As Incurred | (max) \$5,500 |
|       |                                                                                             | Total:      | \$194,410     |

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

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

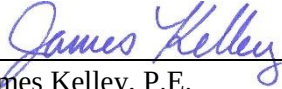


Sincerely,

**BGE, Inc.**



Alexander Hulbert  
Project Manager, Land/Site - Tampa



James Kelley, P.E.  
Director, Land/Site - Tampa

12/21/21

Date

ACCEPTED

**Furr, Wegman & Banks Architects, P.A.**

\_\_\_\_\_  
Signature/Title

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Date

Enclosures: BGE Hourly Rate Table, Standard Terms and Conditions



## Attachment A Standard Terms and Conditions

Sidewalks & Trails – Zephyrhills, FL  
**Project/Proposal:** Sidewalks & Trails Construction Plans

**Client:** Furr, Wegman & Banks Architects, P.A.

**Date:** 12-06-2021

1. **STANDARD OF CARE:** Professional Services shall be performed in accordance with and limited to the standard of professional practice ordinarily exercised by the applicable profession at the time and within the locality where the Professional Services are performed.
2. **NO WARRANTY:** Professional Services are not subject to, nor can or will BGE, Inc. (BGE) provide any warranty or guarantee, express or implied, regarding the Professional Services to be supplied by BGE. Any such warranties or guarantees contained in any purchase orders, requisitions, or notices to proceed issued by Client are specifically objected to and shall not be a part of the agreement. BGE DISCLAIMS ANY AND ALL EXPRESS, STATUTORY, COMMON LAW AND/OR IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF FITNESS FOR PARTICULAR PURPOSE, MERCHANTABILITY, AND GOOD AND WORKMANLIKE MANNER.
3. **COMPENSATION:** Direct personnel expense shall be defined as: the cost of salaries and fringe benefit costs related to vacation, holiday, and sick leave pay; contributions for Social Security, Worker's Compensation Insurance, retirement benefits, and medical and insurance benefits; unemployment and payroll taxes; and other allowed benefits of those employees directly engaged in the performance of the requested service.

Reimbursable costs include: fees of Professional Services and out-of-pocket expenses, the cost of which shall be charged at actual costs plus an administrative charge of 10% and shall be itemized and included in the invoice. Typical out-of-pocket expenses shall include, but not limited to, travel expenses (lodging, meals, etc.); job-related mileage at the prevailing IRS rate; courier, printing and reproduction costs; and survey supplies and materials. In the event the requested service involves the use of electronic measuring equipment, computers, plotters, and other special equipment such as boats, swamp buggies, etc., an additional direct charge shall be made for the use of this equipment.

It is understood and agreed that BGE's services under this Agreement are limited to those described in the Scope of Services and do not include participation in or control over the operation of any aspect of the project. Compensation under this Agreement does not include any amount for participating in or controlling of any such operation.

4. **INVOICE PROCEDURES AND PAYMENT:** BGE shall submit invoices to the Client for work accomplished during each calendar month. For services provided on a Lump Sum basis, the amount of each monthly invoice shall be determined on the "percentage of completion method," whereby BGE will estimate the percentage of the total work (provided on a Lump Sum basis) accomplished during the invoicing period. Monthly invoices shall include, separately listed, any charges for services for which time charges and/or unit costs shall apply. Such invoices shall also include, separately listed, any charges for Professional Services and reimbursable costs. Such invoices shall be submitted by BGE as soon as possible after the end of the month in which the work was accomplished and shall be due and payable by the Client upon receipt.

The Client, as Owner or authorized agent for the Owner, hereby agrees that payment as provided herein will be made for said work within 30 days from the date the invoice for the same is mailed to the Client at the address set out herein or is otherwise delivered, and, in default of such payment, hereby agrees to pay all costs of collection, including reasonable attorney's fees, regardless of whether legal action is initiated. The Client hereby acknowledges that unpaid invoices shall accrue interest at the maximum rate allowed by law after they have been outstanding for over 30 days. BGE reserves the right to suspend all services on the Client's project without notice if an invoice remains unpaid 45 days after date of invoice. The suspension shall remain in effect until all unpaid invoices are paid in full.

5. **COST ESTIMATES:** Any cost estimates provided by BGE are opinions based on the experience and judgment of BGE. Client hereby acknowledges that BGE cannot warrant that any cost estimates provided by BGE will not vary from actual costs incurred by Client.
6. **CLIENT SUPPLIED DOCUMENTS AND INFORMATION:** Client warrants that all documentation and information provided by Client to BGE for use in performing the services hereunder is accurate and may be relied upon by BGE in all respects, and that Client has the right to provide such documentation and information to BGE. BGE shall have no liability to Client for any damages or claims arising out of any errors contained in such documents and information and BGE's use and reliance upon the same. Client hereby agrees to indemnify and hold BGE harmless from any and all liabilities, claims and lawsuits arising out of BGE's Use and reliance upon such documentation and information and for any claims of infringement or ownership disputes involving such documentation and information.
7. **PERMITS:** Client is responsible for obtaining and complying with all required permits or other approvals of, and for giving any required notices to, all governmental and quasi-governmental authorities having jurisdiction over the Services or the Property. Client will provide to BGE copies of any such permits or any such notices, together with any other relevant information that will alert BGE to the requirements of such permits, approvals, or notifications.



## Attachment A

### Standard Terms and Conditions

8. **REPORTING OBLIGATIONS:** Client has responsibility for complying with all legal reporting obligations. Nothing in the Agreement precludes BGE from providing any notices or reports that it may be required by law to give to governmental entities.
9. **OTHER INFORMATION:** BGE will rely upon commonly used sources of data, including database searches and agency contacts. BGE does not warrant the accuracy of the information obtained from those sources and has not been requested to independently verify such information.
10. **LABORATORY SERVICES:** In performing services, BGE may request that Client provide independent testing laboratory services. BGE will rely on the accuracy of the testing laboratory services. BGE will not, and Client shall not rely upon BGE to, check the quality or accuracy of the testing laboratory's services.
11. **SITE VISIT:** All conclusions, opinions and recommendations relating to site issues will be based upon site conditions at the Property as they existed at the time of BGE's site visit, if any. Any report should not be relied upon to represent conditions at a later date. This paragraph does not obligate BGE to visit the site.
12. **ACCESS:** Client will provide BGE with access to the Property or to any other site as required by BGE for performance of the Services.
13. **OWNERSHIP OF DOCUMENTS:**
  - a. All designs, drawings, specifications, documents, and other work products of the BGE (collectively, the "Documents"), whether in hard copy or electronic form, are instruments of service for the services and are owned by BGE regardless of whether or not services are completed. Reuse, change or alteration of the Documents by the Client or by others acting through or on behalf of the Client is not permitted without the written consent of BGE. BGE grants to Client a nonexclusive license to reproduce the Documents solely for the purpose of constructing and maintaining the Project. Any termination of the Agreement prior to final completion of construction of the Project shall terminate this license. Upon such termination, and unless otherwise agreed by BGE in writing, the Client (and any third party who received copies of the Documents from Client) shall refrain from making further reproductions of the Documents and shall return to BGE within seven days of termination all originals and reproductions in the Client's possession, custody and control.
  - b. ANY REUSE, CHANGE OR ALTERATION BY THE CLIENT OR THIRD PARTIES IS AT THEIR OWN RISK AND TO THE FULLEST EXTENT OF THE LAW CLIENT AGREES TO HOLD HARMLESS AND INDEMNIFY BGE, ITS OFFICERS, PARTNERS, EMPLOYEES, AND SUBCONTRACTORS FROM ALL CLAIMS, DAMAGES, LOSSES, EXPENSES AND COSTS (INCLUDING ATTORNEYS' FEES), INCLUDING, BUT NOT LIMITED TO, CLAIMS FOR BGE'S ALLEGED NEGLIGENCE, ARISING OUT OF OR RELATED TO SUCH AUTHORIZED OR UNAUTHORIZED REUSE, CHANGE OR ALTERATION.
14. **CONSTRUCTION SERVICES:** If, under this Agreement, Professional Services are provided during the construction phase of the project, BGE shall not supervise, be responsible for or have control over any contractor's means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with any contractor's work; nor shall BGE be responsible for the contractor's failure to carry out the Work in accordance with the Contract Documents or for the Contractor's failure to comply with applicable laws, ordinances, rules or regulations. The Client agrees that any contractors shall be solely responsible for jobsite and worker safety and warrants that this intent shall be carried out in the Client's contract with the contractors. Client understands that construction phase services are not intended to be a detailed check or an inspection of any contractor's work. BGE shall not be required to sign any document that requires BGE to certify conditions that BGE has not specifically observed during construction. CLIENT AGREES TO INDEMNIFY AND HOLD HARMLESS BGE FROM ALL CLAIMS, LOSSES, DAMAGES, ATTORNEY FEES, INJURIES, JUDGMENTS, CAUSES OF ACTIONS, AND SUITS OF ANY AND ALL KIND, FOR BODILY INJURY, DEATH, OR PROPERTY DAMAGES CAUSED BY ANY CONTRACTOR ARISING OUT OF THE PROJECT AND THE WORK.
15. **SUBMITTAL REVIEW:** In the event BGE's Professional Services include the review of contractor submittals of shop drawings, product data, samples or other data that the contractor is required to submit (collectively, "Contractor Submittals"), BGE's review is for the limited purpose of checking Contractor Submittals for general conformance with the design concept and the information shown in the drawings and/or specifications prepared by BGE. This review shall not include review of the accuracy or completeness of details, quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, interpretation of welds, or safety precautions. BGE shall be provided sufficient time (in BGE's sole opinion) to permit adequate review by BGE. Review of a specific item shall not indicate that BGE has reviewed the entire assembly of which the item is a component. The Contractor is solely responsible for identifying any deviations in the Contractor Submittals from the drawings, specifications or other Construction Documents.
16. **ASBESTOS OR HAZARDOUS MATERIALS:** It is acknowledged by both parties that BGE's Scope of Services does not include any services related to asbestos or hazardous or toxic materials. In the event BGE or any other party encounters asbestos or hazardous or toxic materials at the Property, or should it become known in any way that such materials may be present at the Property or any adjacent areas that may affect the performance of BGE's Services, BGE may, at its option and without liability for consequential or other damages, suspend performance of Services on the Project until the Client retains appropriate specialist to identify, abate, and/or remove the asbestos or hazardous or toxic materials and warrant that the Property is in full compliance with applicable laws and regulations.
17. **CHANGED CONDITIONS:** The Client and BGE acknowledge the possibility of occurrences or discoveries that were not originally contemplated by or known to the BGE. Should Client or BGE call for contract renegotiation, they shall identify the changed conditions necessitating renegotiation, and BGE and the Client shall promptly and in good faith enter into renegotiation of this Agreement. If the terms cannot be agreed to, the parties agree that either party has the right to terminate the Agreement.



## Attachment A

### Standard Terms and Conditions

18. **NO CERTIFICATION:** BGE shall not be required to sign any documents that would result in BGE having to certify, guarantee, or warrant the existence of conditions whose existence BGE cannot ascertain. The Client also agrees not to make resolution of any dispute with BGE or payments of any amount due to BGE in any way contingent upon BGE's signing any such certification.
19. **PROJECT ENHANCEMENT:** If, due to BGE's error or omission, any required item or component of the Project is omitted from BGE's documents, BGE shall not be responsible for paying the cost to add such item or component to the extent that such item or component would have been otherwise necessary to the Project or otherwise adds value or betterment to the Project. In no event will BGE be responsible for any cost or expense that provides betterment, upgrade, or enhancement of the Project.
20. **DELAYS:** Although BGE may specify completion date of the work, that date is subject to and shall be extended by delays caused by conditions beyond the control of BGE, including but not limited to, the availability of required materials; acts of or disputes with Client; change orders that expand the scope of the work or cause delay in acquisition of materials; riots, civil commotions, war, insurrections, strikes, lockouts, fire, or other casualty; acts of God; inclement weather which interferes with normal scheduling of the work; failure of Client to make decisions; judicial restraint or delays in securing governmental approvals; permits or other authorizations. In the event of such delay, BGE shall be entitled to an extension of time for performance and additional compensation.
21. **LIMIT OF LIABILITY:** TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL LIABILITY OF BGE AND ITS EMPLOYEES, OFFICERS, DIRECTORS, SUBCONSULTANTS AND SUBCONTRACTORS, TO CLIENT OR ANY PARTY CLAIMING BY, THROUGH OR UNDER CLIENT, FOR ANY AND ALL INJURIES, CLAIMS, LOSSES, EXPENSES, OR DAMAGES WHATSOEVER FROM ANY CAUSE OR CAUSES, INCLUDING, BUT NOT LIMITED TO, STRICT LIABILITY, BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, OR ERRORS OR OMISSIONS SHALL BE LIMITED TO THE TOTAL COMPENSATION RECEIVED BY BGE UNDER THE TERMS OF THIS AGREEMENT.
22. **INSURANCE:** BGE shall at all times carry Worker's Compensation Insurance as required by statute; commercial general liability insurance including bodily injury and property damage; automobile liability coverage; and professional liability coverage. Insurance certificates will be provided to the Client upon request. Client agrees to require that BGE be named as an additional insured on insurance coverages provided by contractors on the project.
23. **CONSEQUENTIAL DAMAGES: NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, AND TO THE FULLEST EXTENT PERMITTED BY LAW, NEITHER THE CLIENT NOR BGE, THEIR RESPECTIVE OFFICERS, DIRECTORS, PARTNERS, EMPLOYEES, CONTRACTORS OR SUBCONSULTANTS SHALL BE LIABLE TO THE OTHER OR SHALL MAKE ANY CLAIM FOR ANY INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR CONNECTED IN ANY WAY TO THE PROJECT OR TO THIS AGREEMENT. THIS MUTUAL WAIVER OF INCIDENTAL, INDIRECT AND CONSEQUENTIAL DAMAGES SHALL INCLUDE, BUT IS NOT LIMITED TO, LOSS OF USE, LOSS OF PROFIT, LOSS OF BUSINESS, LOSS OF INCOME, LOSS OF REPUTATION, LOSS OF OPPORTUNITY AND ANY OTHER CONSEQUENTIAL DAMAGES THAT EITHER PARTY MAY HAVE INCURRED FROM ANY CAUSE OF ACTION INCLUDING NEGLIGENCE, STRICT LIABILITY, BREACH OF CONTRACT AND BREACH OF STRICT OR IMPLIED WARRANTY. BOTH THE CLIENT AND BGE SHALL REQUIRE SIMILAR WAIVERS OF CONSEQUENTIAL DAMAGES PROTECTING ALL ENTITIES OR PERSONS NAMED HEREIN IN ALL CONTRACTS AND SUBCONTRACTS WITH OTHERS INVOLVED IN THIS PROJECT.**
24. **ASSIGNMENT AND NO THIRD PARTY BENEFICIARIES:** Neither Client nor BGE shall assign, sublet, or transfer his interest in this Agreement without the written consent of the other. Nothing herein shall be construed as giving any rights or benefits hereunder to anyone other than Client and BGE. Client and BGE agree that there are no third party beneficiaries to this Agreement. Client's representative signing below warrants that he or she has full authority to bind Client to this Agreement.
25. **SUSPENSION, TERMINATION, CANCELLATION OR ABANDONMENT:** In the event the project described in the Scope of Services, or the services of BGE called for under this Agreement, is/are suspended, cancelled, terminated or abandoned by the Client for the Client's convenience, BGE shall be given seven (7) days prior written notice of such action and shall be compensated for the Professional Services and reimbursable expenses provided up to the date of suspension, termination, cancellation or abandonment plus anticipated profit on those Professional Services not performed by BGE. In the event either Client or BGE seeks to terminate the Agreement based on the material breach of this Agreement, the party seeking to terminate the Agreement shall give written notice of the alleged breach and that party shall have ten (10) days after receipt of the written notice to cure the alleged breach. If the alleged breach has not been cured within that ten (10) day cure period, then the party claiming breach may terminate the Agreement for cause. If the Client terminates the Agreement for cause, then BGE shall be compensated for all Professional Services performed prior to termination plus reimbursable expenses. In the event BGE terminates this Agreement for cause, Client waives any and all claims or causes of action against BGE relating to BGE's services under this Agreement.
26. **ENTIRETY OF AGREEMENT:** The Agreement embodies the entire agreement and understanding between the parties hereto, and there are no other agreements and understandings, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby. No alteration, change or modification of the terms of this Agreement shall be valid unless made in writing and signed by both parties and attached hereto.
27. **WAIVER:** Any failure by BGE to require strict compliance with any provision of this Agreement shall not be construed as a waiver of such provision, and BGE may subsequently require strict compliance at any time, notwithstanding any prior failure to do so.



## Attachment A Standard Terms and Conditions

### 28. DISPUTE RESOLUTION:

- a. Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to; First, direct negotiations between the appropriate representatives of each party; Second, non-binding mediation as a condition precedent to the commencement of litigation by either party. If such matter relates to or is the subject of a lien arising out of BGE's services, then BGE may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or other legal proceedings. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the county where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. Any agreed upon settlement shall remain confidential.
- b. If any claim or dispute cannot be resolved by non-binding mediation, either or both parties may elect to pursue resolution through litigation. In the event of any litigation between the parties, it is agreed and stipulated that the case shall be heard and decided by the court, WITHOUT A JURY.

### 29. GOVERNING LAW: This Agreement shall be governed by and construed according to the laws of the State where the site of the work is located.

### 30. CORPORATE LIABILITY: Client understands and agrees that BGE is a business entity that has contracted to perform services, and any services provided by BGE's employees, agents or officers are not provided in their individual capacity. Client will not make any claim or demand against any of BGE's employees, agents or officers in their individual capacity.

### 31. REGULATORY CHANGES: In the event that there are modifications or additions to regulatory requirements relating to the services to be performed under this Agreement after the date of execution of this Agreement, the increased or decreased cost of performance of the services provided for in this Agreement shall be reflected in an appropriate Additional Services amendment.

### 32. ATTORNEY'S FEES: In the event BGE's invoices for Services are given to any attorney for collection, or if suit is brought for collection, or if they are collected through probate, bankruptcy, or other judicial proceeding, or if BGE is the prevailing party in any litigation or arbitration with Client, then Client shall pay BGE all reasonable and necessary attorneys' fees, expenses, expert fees, deposition fees and costs, court costs and other costs incurred by BGE, in addition to other amounts due.

### 33. FIDUCIARY RESPONSIBILITY: BGE makes no warranty, either expressed or implied, as to BGE's findings, recommendations, Documents, or professional advice. Any warranties or guarantees contained in any purchase orders, contracts, certifications, requisitions, or notices to proceed issued by the Client are specifically objected to and excluded. Client recognizes that neither BGE nor any of BGE's subconsultants or subcontractors owes any fiduciary responsibility or duty to Client.

### 34. CONTRACTUAL LIEN TO SECURE PAYMENT: Client grants to BGE a contractual lien in addition to all constitutional, statutory and equitable liens that may exist on the Property described in the Agreement and all improvements thereon to secure payment for all debts owed, now or in the future, to BGE by Client including those arising as a result of BGE's services provided under this Agreement. Client grants BGE the authority and right to file a copy of this Agreement in the public records of the county or counties where the Project is located. Client's representative signing below warrants that s/he has full authority to bind Client to this Agreement and further warrants that Client has an ownership interest in the Property that is part of the Project or has a direct contract or agency relationship with the Property owner. Client agrees to indemnify, save, and hold BGE harmless for any and all claims, causes of action, and damages that may arise against BGE if the representations contained in this paragraph are not correct.

### 35. SEVERABILITY: If any provision of the Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable and the Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision is not a party hereof, and the remaining provisions shall remain in full force and effect. In lieu of any illegal, invalid or unenforceable provision, there shall be added automatically as a part of the Agreement, a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

### 36. CONSTRUCTION OF AGREEMENTS: Paragraph titles in this Agreement are for convenience only and are not intended to detract from or limit the effect of any language in this Agreement. The parties acknowledge that each party and, if it so chooses, its counsel have reviewed and revised the Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of the Agreement or any amendments or exhibits.

### 37. SURVIVAL OF PROVISIONS: Termination of the Services for any reason whatsoever shall not affect (a) any right or obligation of any party that is accrued or vested prior to such termination, and any provision of the Agreement relating to any such right or obligation shall be deemed to survive the termination of the Services; (b) any continuing obligation or responsibility of BGE and of Client which would otherwise survive termination of the Services; or (c) the survival of any indemnity of BGE by Client; or (d) the survival of paragraphs 1, 2, 6, 13, 16, 19, 21, and 23 - 37.





***BGE, Inc.***  
***Billing Rates Effective December 1, 2019***

| <b><u>Employee Title Category</u></b>               | <b><u>Billing Rate Range</u></b> |
|-----------------------------------------------------|----------------------------------|
| Engineer VII / Vice President / Director            | \$250 - \$330                    |
| Engineer VI / Senior Project Manager / Director     | \$190 - \$260                    |
| Engineer V / Project Manager                        | \$145 - \$195                    |
| Engineer IV / Professional Engineer                 | \$120 - \$150                    |
| Engineer I, II, III / Engineer Intern               | \$85 - \$145                     |
| Planner I, II, III                                  | \$80 - \$150                     |
| Designer II, III                                    | \$120 - \$160                    |
| CAD Technician III / Designer I                     | \$110 - \$140                    |
| CAD Technician I, II                                | \$50 - \$120                     |
| GIS Services                                        | \$75 - \$200                     |
| Environmental Services                              | \$60 - \$195                     |
| Construction Representative / Technician I, II, III | \$85 - \$200                     |
| Admin Assistant / Office Administrator              | \$50 - \$90                      |

## **CITY MANAGER'S REPORT 5.2**

Approval of Contract with D.C. Johnson and Associates for Surveying Services for Sidewalks and Trails Project

### **Issue:**

DC Johnson and Associates will provide surveying services for the Sidewalks and Trails Project located within the City of Zephyrhills. DC Johnson and Associates will provide surveying services for the properties highlighted in the attached agreement for a total fixed fee of \$113,400.

### **Background:**

The project scope is based on the CRA's Sidewalk Master Plan, the City's Trail Plan and guidance from City Manager Poe and City staff.

### **Attachment(s):**

1. 2021-351A01.BG00001.122021.Rev (2)

### **Fiscal Impact:**

Funding for the Sidewalks and Trails Project is included in the approved FY 2021/2022 Budget.

### **Staff Recommendation:**

Staff recommends approval

City of Zephyrhills  
5335 8<sup>th</sup> St.  
Zephyrhills, FL 33542

January 6, 2022  
File No. 2021-351A01  
BG00001

Re: **City of Zephyrhills Sidewalk Project**  
**Revised Agreement for Surveying Services**  
**Specific Purpose Survey**

Dear Gail:

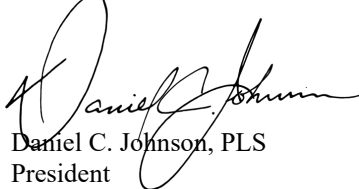
Pursuant to the request of Alex Hulbert of BGE, we have prepared this *revised* agreement for surveying services to be performed on your project properties lying within the city limits of Zephyrhills and depicted as shown (See Exhibit 'A'). The services that we have agreed to perform are as follows:

- **Field locate horizontal control for right-of-way mapping. This does not constitute a Boundary Survey;**
- **Preparation of a Topographic Survey for the full right-of-way of each area as shown (See Exhibit 'A') plus a 10-foot overlap per engineer provided specifications as detailed and provided (See Exhibit 'B') and by use of LiDAR technology shall be incorporated as performed by subconsultant and per subconsultant scope as provided (See Exhibit 'C');**
- **Fee, including subconsultant, and timing per section as requested by engineer is shown in Exhibit 'D';**
- **You will be provided with a digital PDF and up to four (4) signed and sealed hard copies of the survey (upon request). Additional copies or modifications, including but not limited to adding or modifying certifications, after final survey has been published may result in additional fees. Expedited delivery of the signed and sealed surveys via overnight delivery (FedEx/UPS) or courier service shall be at the expense of the client or shall be billed as a reimbursable expense.**

The lump sum fee for this service for all areas is **\$113,400.00** (one hundred thirteen thousand four hundred and 00/100 dollars). You will be invoiced upon completion of our service. Any unpaid balance beyond 30 days of invoice date will be considered delinquent and may accrue interest at the rate of 1.5% (one and one-half percent) monthly. **Client shall be responsible for providing surveyor with any access information, required advance notification or information on occupants (human or animal) on the project property.**

We appreciate the opportunity to be of service. If you choose to accept this agreement, please sign and return one copy. If this agreement is not executed within thirty (30) days, this fee may be subject to renegotiation. Our receipt of this signed copy will serve as notice to proceed and coordination of work shall be scheduled based on survey crew availability.

For D.C. JOHNSON & ASSOCIATES, INC.

  
Daniel C. Johnson, PLS  
President

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

DCJ/jm

Attachment: General Conditions, Exhibit 'A', Exhibit 'B', Exhibit 'C', Exhibit 'D'

## GENERAL TERMS & CONDITIONS

These GENERAL CONDITIONS are attached to & made a part of the PROPOSAL for professional services between D.C. Johnson & Associates, Inc. (hereinafter called "DCJ") & the CLIENT.

### ENTIRE PROPOSAL:

This Proposal & all other Proposals, exhibits, & schedules referenced in this Proposal constitute(s) the final, complete, & exclusive statement of terms of the Proposal between the parties pertaining to the subject matter of this Proposal & supersedes all prior & contemporaneous understandings or Proposals of the parties. This Proposal may not be contradicted by evidence of any prior or contemporaneous statements or Proposals. No party has been induced to enter into this Proposal by, nor is any party relying on, any representation, understanding, agreement, commitment, or warranty outside those expressly set forth in this written Proposal.

### MODIFICATION OF PROPOSAL:

This Proposal may be supplemented, amended, or modified only by the mutual agreement of the parties. No supplement, amendment, or modification of this Proposal shall be binding unless it is in writing & signed by all parties.

### ASSIGNMENT/ SUCCESSORS IN INTEREST:

This Proposal is not assignable or transferable by Client without the written consent of DCJ. Each party hereto binds itself, its successors, & assigns to the other party, its successors & assigns in respect of all covenants of this Proposal.

### EXECUTION: REPRESENTATION ON AUTHORITY OF SIGNATORIES:

This Proposal may be executed (by original or tele-copied signature) in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute but one & the same instrument. Each person signing this Proposal represents & warrants that he or she is duly authorized & has legal capacity to execute & deliver this Proposal. Each party represents & warrants to the other that the execution & delivery of the Proposal & the performance of such party's obligations hereunder have been duly authorized, & that the Proposal is a valid & legal agreement binding on such party & enforceable in accordance with its terms.

### COMPLETION OF WORK:

All services shall be scheduled based on the date of receipt by DCJ corporate office of a signed agreement &/or written notice to proceed & provided as expeditiously as is consistent with the professional skill & care & orderly progress of the project. Unless contractually written, projects shall be completed on a first come first served basis. Verbal timelines are not a valid contractual timeline for completion.

### SCOPE OF SERVICES:

Unless specifically included under the scope of services described in any portion of this Proposal, neither DCJ nor its subconsultants (if any) shall assume any liability for the following: 1) Construction means & methods (including monitoring or inspections of any kind); 2) Project scheduling & sequencing; 3) Budgeting, quantity opinions, or cost estimates; 4) Construction management; 5) Permitting; 6) Geotechnical engineering or any other analysis or testing of subsurface conditions (including soils & the location of any utilities or structures not visible on the surface); 7) Identification or advice pertaining to any hazardous conditions, including but not limited to asbestos, petroleum, radioactive materials, hazardous waste, wetland delineation or other environmentally sensitive areas; 8) Environmental Site Assessments; 9) Job site safety or OSHA compliance; 10) Compliance with the Americans with Disabilities Act of 1990 (ADA); 11) Submission of any survey, plat or legal description to any governmental agency for purposes of recording or any fees associated with such submission; 12) Obtaining Title Commitment or O&E Report.

### ADDITIONAL SERVICES:

Client may request DCJ to perform additional services not specifically included within the terms & conditions of this Proposal. Any such additional services & associated fees required must be requested & specifically authorized by the Client & agreed to by DCJ in writing. At DCJ's option, such additional services will either 1) be performed under the terms of this Proposal & authorized by Change Order or Addendum hereto, or 2) performed under separate Proposal.

### REIMBURSABLE EXPENSES:

Client shall reimburse DCJ costs incurred in connection with services rendered that extend beyond those services specifically stated in the Proposal. Reimbursable costs include, but are not limited to, express delivery or courier, incoming wire fees, Client incurred third party billing/payment software services, meetings with Client's legal representation or title company, etc.

### TAXES:

Unless exempt, Client agrees to pay DCJ any & all sales & use taxes imposed by any governmental authority on the services performed pursuant to this Proposal. Such taxes, if any, are in addition to any fee or rates quoted in this Proposal, or any supplement, amendment, or modification hereto.

### STANDARD OF CARE:

All land surveying services performed by DCJ shall be conducted with the same level & skill ordinarily exercised by members of its profession practicing in the same location at the same date & under similar conditions. Under no circumstances shall any other representation (express or implied) or any type of warranty or guarantee be included or intended by DCJ during the completion of its services under this Agreement.

### FORCE MAJEURE/EXCUSABLE DELAYS:

DCJ shall not be liable for any failure to perform its obligations in connection with any action described in this Proposal, if such failure results from any act of God, riot, war, civil unrest, flood, earthquake, or other cause beyond DCJ's reasonable control (including any mechanical, electronic, or communications failure, but excluding failure caused by negligence). Additionally, DCJ shall not be liable to Client or its contractors, agents, representatives, or consultants for consequential damages associated with delays or work stoppages caused by Excusable Delays.

### PAYMENT OF INVOICES:

Payment is due upon receipt & deemed past due after thirty (30) days from invoice date. Payment terms specifically stated elsewhere in this Proposal, if any, shall supersede those terms stated here. Client shall not hold DCJ responsible for delays due to terms requiring payment prior to release of

any product. Client acknowledges such terms upon signing agreement. Any balance remaining unpaid after thirty (30) days of invoice date may be subject to finance charge of 1.5% (one & one-half percent) per month. Any attorney's fees, court costs, or other costs incurred in the collection of delinquent accounts shall be paid by the Client. If payment is not current, DCJ may, at its own discretion, suspend services & withhold release of any & all instruments of professional service, including electronic files, prepared under this Proposal. Furthermore, the Client acknowledges that DCJ may be entitled to a lien against the property for non-payment of invoices in a timely manner. The client agrees to not unilaterally withhold payment for services in the event of a suspected breach of contract or defect in the DCJ services without a) immediate notification in writing of the suspected defect; b) full disclosure in writing of details relating to suspected defect; c) adequate opportunity given to DCJ to warranty or correct any defect or d) open discussion with DCJ regarding options to remedy any defect actually attributable to an error in DCJ provided services.

### CLAIMS/CERTIFICATE OF MERIT:

In the matter of interpretation, enforcement, & performance of this agreement, the laws of the State of Florida shall apply. Should the Client become aware of a suspected survey error, Client agrees a) to immediately suspend design or construction activities based on suspected erroneous survey data; b) to notify DCJ in writing of all pertinent details; c) that any remediation costs incurred by the Client prior to notification to DCJ of suspected error with opportunity for DCJ to participate in review of corrective options will not be DCJ's financial responsibility. Client further agrees it will assert no claim for professional negligence, either directly or in a third-party claim, against DCJ, unless Client as a strict condition precedent, first provides DCJ with a written certification executed by an independent design professional currently practicing in the same state & discipline as DCJ. This written "Certificate of Merit" shall (a) contain the name & license number of the certifier; (b) specify the acts or omissions that the certifier contends are not in conformance with the standard of care of a professional performing professional services under similar circumstances, in a similar locality, & at a similar point in time; & (c) state in detail the basis for the certifier's opinion that such acts or omissions do not conform to this professional standard of care.

### MEDIATION:

In the event a dispute arises between the parties to this agreement, the parties agree to participate in mediation in accordance with the mediation procedures under Florida Rules of Civil Procedure & Chapters 44 & 682 of the Florida Statutes. The parties agree to share equally in the costs of the mediation. The mediation shall be administered by an independent mediation office within Pasco County, Florida. This mediation shall involve each side of a dispute sitting down with an impartial person, the mediator, & any physical proof of wrongdoing, to attempt to reach a voluntary settlement. Mediation involves no formal court procedures or rules of evidence, & the mediator does not have the power to render a binding decision or force an agreement on the parties. If mediation procedures are successful any & all court proceedings, including future lawsuits shall be stopped immediately. Any future cases brought by either party related to this [contract, agreement] shall be considered defamation, harassment, or a SLAPP suit as an attempt to tarnish the reputation of the other party.

### LIABILITY/ RISK ALLOCATION/CONSEQUENTIAL DAMAGES:

There are no warranties or guarantees expressed or implied for services outside of the limits of the scope of this proposal. Statute of repose for errors & omissions shall begin on the date of signing of the survey by a licensed surveyor & shall not exceed a period of four (4) years as described in §95.11(3)(c), Florida Statute. The venue for any legal or jurisdictional proceedings in connection with any & all claims, disputes or other matters or questions arising out of or relating to this Proposal or the breach thereof, or in connection with any services provided by DCJ shall vest in Pasco County, Florida. In the event remediation costs are incurred by Client as a result of DCJ's breach of contract or negligence, DCJ's liability shall be limited to: costs associated with remediation of design or construction activities accomplished prior to the date a survey defect is discovered and communicated to DCJ; a just and equitable proportion of the loss having regard to the extent of the responsibility of any other party. DCJ's liability shall not increase by reason of shortfall in recovery from any other party. In addition, no employee or agent of DCJ shall have any individual liability to the Client in addition to, or in excess of, DCJ's liability. Client & DCJ waive consequential damages (as described below) for claims, disputes or other matters arising out of or related to this Agreement.

### INDEMNIFICATION(MUTUAL):

DCJ & Client each agree to indemnify the other (including their respective owners, officers & employees) from all claims, including reasonable attorney's fees, arising out of & only to the extent caused by the other party's negligence. In addition, Client agrees to indemnify DCJ, including reasonable attorney's fees, for any & all claims arising from work performed by any third party hired by the Client or resulting from any outside information provided by Client to DCJ which was incorporated into DCJ's services.

### TERMINATION:

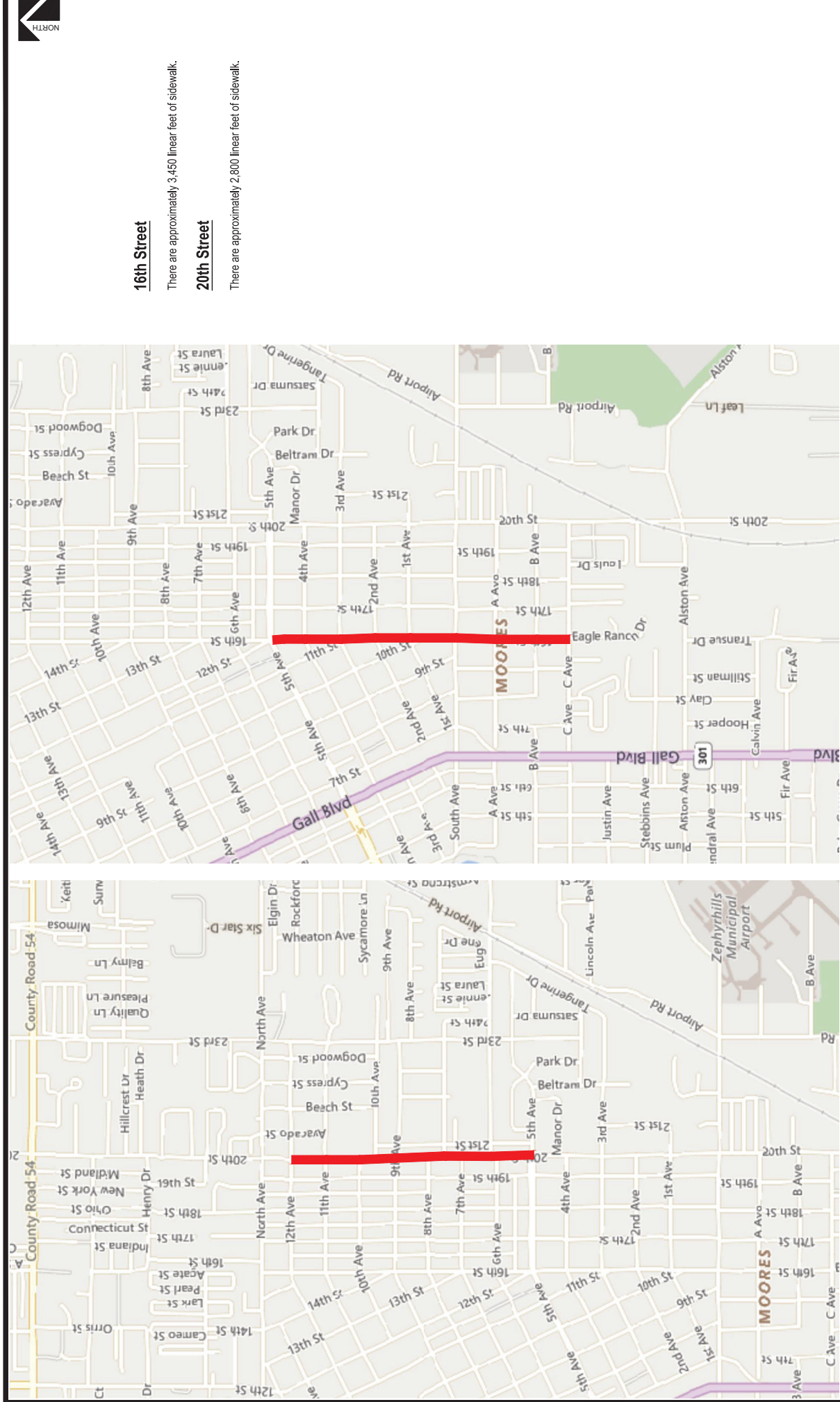
The obligation to provide services under this Proposal may be terminated by either party by written notice. In the event this Proposal is terminated prior to completion, DCJ shall be entitled to payment for services performed & expenses incurred through the date of receipt of written notice of termination. Both Client & DCJ waive consequential damages due to either party's termination in accordance with termination provisions herein. Consequential damages include but are not limited to loss of use, profit, business, or reputation.

### OWNERSHIP:

All documents prepared or furnished by DCJ pursuant to this Proposal are instruments of DCJ's professional service. DCJ shall retain an ownership & property interest therein. DCJ grants Client a license to use instruments of DCJ's professional service for the purpose of constructing, occupying & maintaining the Project. Reuse or modification of any such documents by Client, shall be at Client's sole risk, & Client agrees to indemnify & hold DCJ harmless from all claims, damages & expenses, including attorneys' fees, arising out of such reuse by Client or by others acting through Client.



# Exhibit 'A'



## 16th Street

There are approximately 3,450 linear feet of sidewalk.

## 20th Street

There are approximately 2,800 linear feet of sidewalk.

DATE: 10/11/2021

0 1000' 2000' 3000'

SCALE: 1" = 1000'

ZEPHYRHILLS SIDEWALK PROPOSAL

2203 N Lois Ave, SUITE G300  
Tampa, FL 33607  
Tel: 813-848-0901 www.bgeinc.com  
FL Registry No. 32716

THIS DOCUMENT, TOGETHER WITH THE CONCEPT'S AND DESIGNS PRESENTED HEREIN, AS AN INSTRUMENT OF SERVICE, IS INTENDED ONLY FOR THE SPECIFIC PURPOSE AND CLIENT FOR WHICH IT WAS PREPARED. REUSE OF AND IMPROPER RELIANCE ON THIS DOCUMENT WITHOUT WRITTEN AUTHORIZATION AND ADAPTATION BY BGE INC. SHALL BE WITHOUT LIABILITY TO BGE INC.



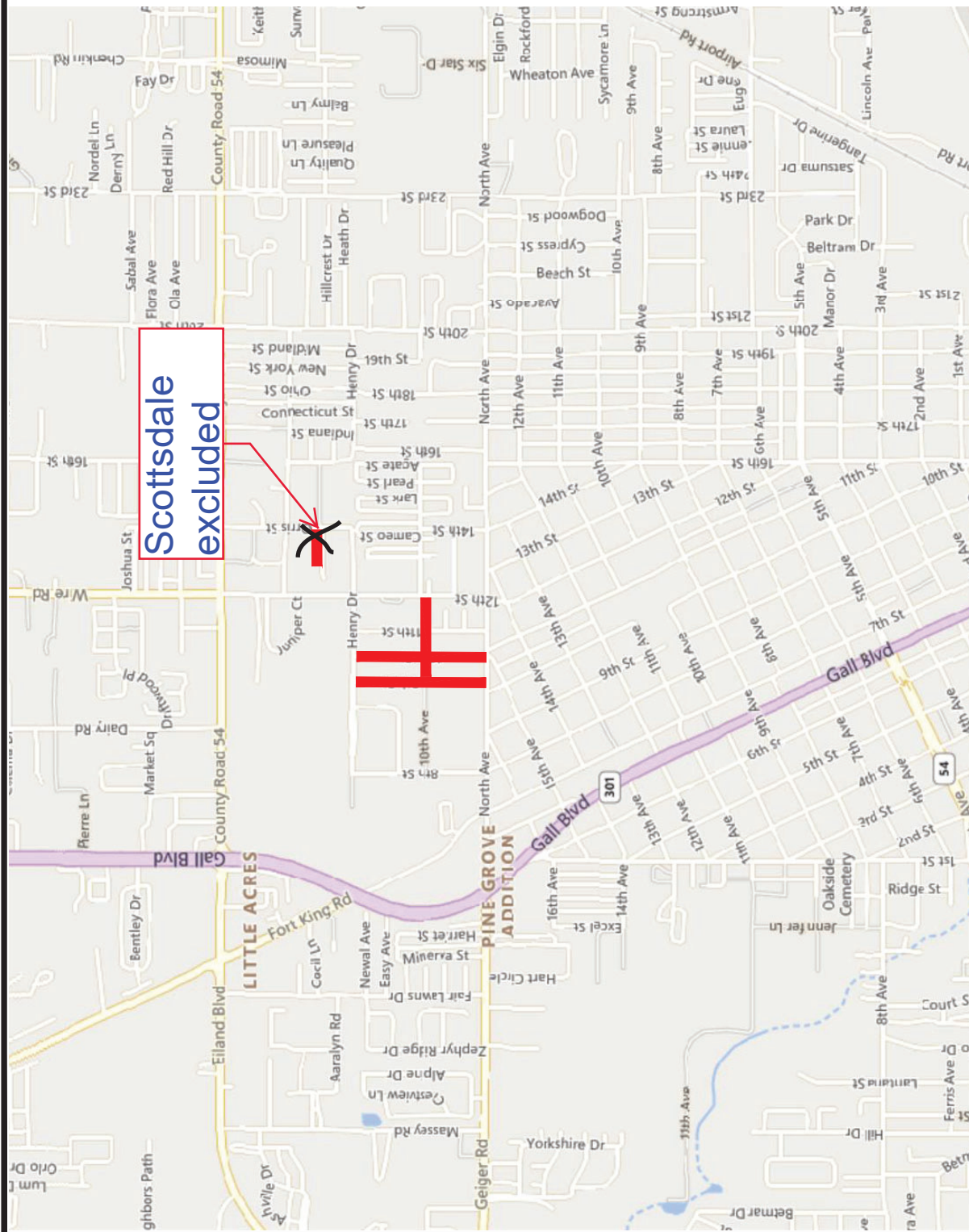




- 9th/ Street from North Avenue to Henry Drive
  - 10th/ Street from North Avenue to Henry Drive
  - 18th/ Avenue from 9th/ Street to 12th/ Street
- Scottsdale Court

There are approximately 4,000 linear feet of sidewalk.

**Note:** These are the right-of-ways that are city maintained without sidewalk on either side of the roadway within a quarter mile of the school.



3 N. Lois Ave., SUITE G300  
Tampa, FL 33607  
3-848-0901 [www.bgeinc.com](http://www.bgeinc.com)  
FL Registry No. 32116

DATE: 10/11/2021

# ZEPHYRHILLS SIDEWALK PROPOSAL

000' 2000' 3000'

SCALE: 1" = 1000'



## Raymond B. Steward Middle School

- 7th Avenue from Alleyway east of 8th Street and 17th Street
- 8th Avenue from 7th Street to 17th Street
- 9th Avenue from 12th Street to 17th Street
- 10th Avenue from 12th Street to 17th Street
- 11th Avenue from 12th Street to 17th Street
- 13th Avenue from 8th Street to 14th Street
- 14th Avenue from 8th Street to 12th Street
- 15th Avenue from 7th Street to 11th Street
- 16th Avenue from 8th Street to 9th Street
- 9th Street from the Alleyway north of 5th Avenue to 10th Avenue
- 10th Street from 11th Avenue to North Avenue
- 13th Street from 11th Avenue to North Avenue
- 14th Street from 9th Avenue to North Avenue
- 15th Street from 12th Avenue to North Avenue
- 16th Street from 3th Avenue to North Avenue
- 17th Street from 5th Avenue to North Avenue

There are approximately 30,000 linear feet of sidewalk.

Note: These are the right-of-ways that are city maintained without sidewalk on either side of the roadway within a quarter mile of the school.

DATE: 10/11/2021

## ZEPHYRHILLS SIDEWALK PROPOSAL

2203 N. Lois Ave., SUITE G300  
Tampa, FL 33607  
Tel: 813-848-0901 www.bgeinc.com  
FL Registry No. 32716







### West Elementary School

- 8th Avenue from 1st Street to 6th Street
- 10th Avenue from 1st Street to 6th Street
- 11th Avenue from 1st Street to 6th Street
- 13th Avenue from 1st Street to 6th Street
- 14th Avenue from 37733 14th Avenue to 6th Street
- 15th Avenue from 37742 15th Avenue to 14th Avenue
- 3rd Street from 9th Avenue to 10th Avenue
- 5th Street from 9th Avenue to 14th Avenue
- 6th Street from 9th Avenue to 16th Street

There are approximately 10,500 linear feet of sidewalk.

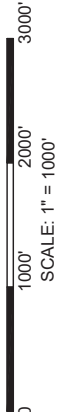
**Note:** These are the right-of-ways that are city maintained without sidewalk on either side of the roadway within a quarter mile of the school.

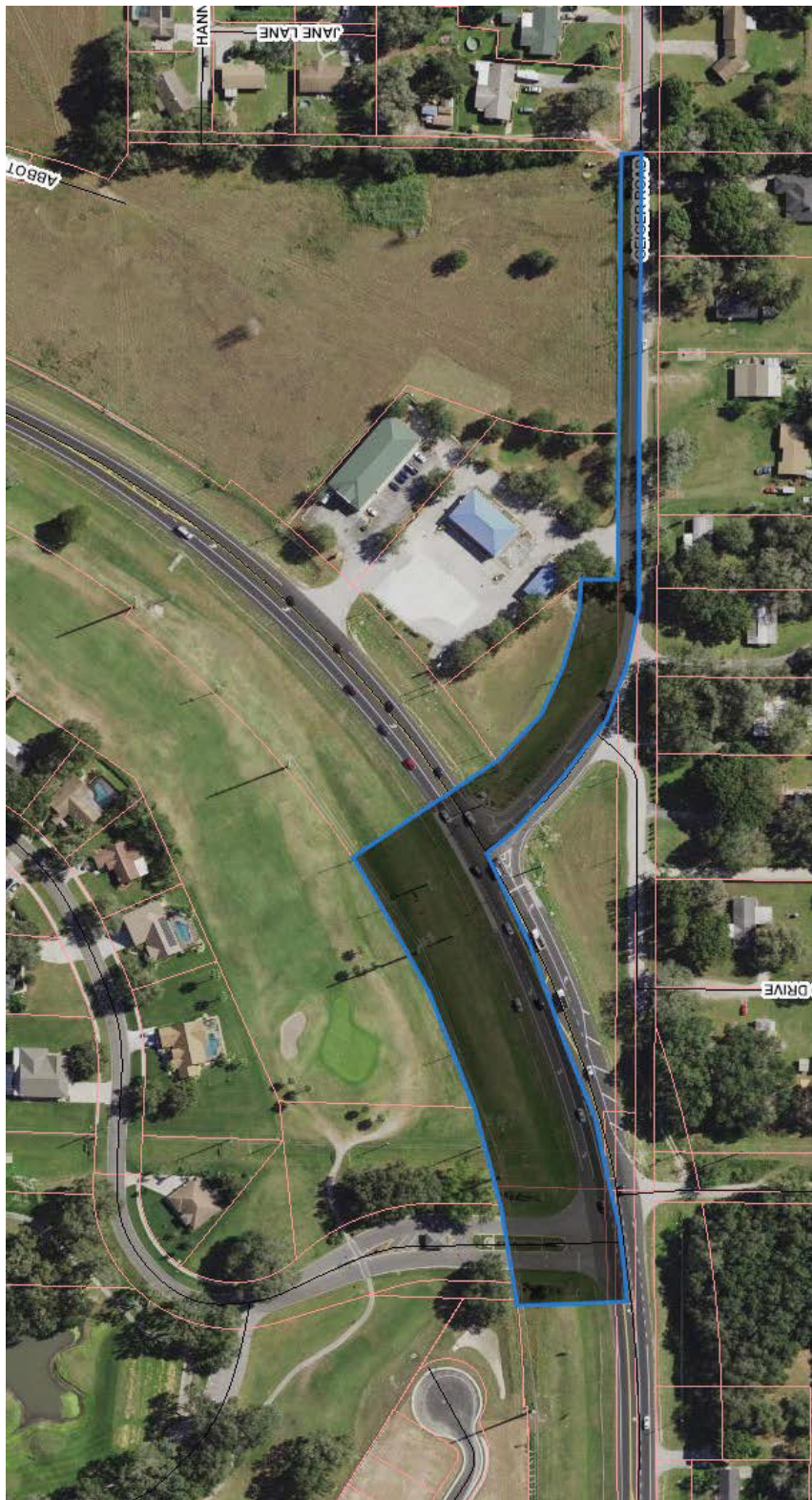


DATE: 10/11/2021

## ZEPHYRHILLS SIDEWALK PROPOSAL

2203 N. Lois Ave., SUITE G300  
Tampa, FL 33607  
Tel: 813-848-0901 www.bgeinc.com  
FL Registry No. 32716





## Geiger/Eiland



# **Exhibit 'B'**

## **Topographic Specifications as provided by BGE**

- Limits of Zephyrhills platted, deeded or as maintained right-of-way
- Property lines abutting right-of-way
- Ownership of properties abutting right-of-way
- Locations of:
  - o Edge of pavement with type
  - o Curbs
  - o Sidewalks
  - o Mailboxes
  - o Fences
  - o Trees with DBH
  - o Above ground evidence of utilities including 811 flags
  - o Other obstacles that may be present within the right-of-way and 5 feet beyond
- The topography within the right-of-way and extending 10 feet beyond
- Intersection detail at each end and along each section



11/3/2021

Via E-mail: Jennifer@dcjohnson.com

Jennifer Moser | Contracting and Office Manager  
DC Johnson & Associates  
11911 South Curley Street  
San Antonio, FL 33576

**RE: Zephyrhills Sidewalks, Terrestrial Mobile Lidar Survey** (the "Project")  
Pasco County, Florida  
Proposal to provide Professional Surveying and Mapping Services (the "Proposal")

We are pleased to submit this Proposal to provide Surveying services for the above referenced Project. Upon verbal or written direction to proceed with performance of the services described herein, this Proposal, along with all attachments thereto, will constitute a binding agreement (the "Agreement") between Bowman Consulting Group, Ltd. ("Bowman") and DC Johnson & Associates. (the "Client").

#### **Proposal Assumptions and Project Understanding**

It is our understanding that the work refers to select roadways surrounding the West Elementary School, Raymond B. Steward Middle School, Zephyrhills High School and Woodland Elementary School in Zephyrhills, Pasco County Florida.

The proposed roads for data collections and extraction are as follows:

|   | <b>West Elementary School</b>                     |
|---|---------------------------------------------------|
| 1 | 9th Avenue from 1st Street to 6th Street          |
| 2 | 10th Avenue from 1st Street to 6th Street         |
| 3 | 11th Avenue from 1st Street to 6th Street         |
| 4 | 13th Avenue from 1st Street to 6th Street         |
| 5 | 14th Avenue from 37733 14th Avenue to 6th Street  |
| 6 | 15th Avenue from 37742 15th Avenue to 14th Avenue |
| 7 | 3rd Street from 9th Avenue to 10th Avenue         |
| 8 | 5th Street from 9th Avenue to 14th Avenue         |
| 9 | 6th Street from 9th Avenue to 16th Street         |

|    | <b>Raymond B. Steward Middle School</b>                         |
|----|-----------------------------------------------------------------|
| 1  | 7th Avenue from Alleyway east of 8th Street and 17th Street     |
| 2  | 8th Avenue from 7th Street to 17th Street                       |
| 3  | 9th Avenue from 12th Street to 17th Street                      |
| 4  | 10th Avenue from 12th Street to 17th Street                     |
| 5  | 11th Avenue from 12th Street to 17th Street                     |
| 6  | 13th Avenue from 8th Street to 14th Street                      |
| 7  | 14th Avenue from 8th Street to 12th Street                      |
| 8  | 15th Avenue from 7th Street to 11th Street                      |
| 9  | 16th Avenue from 8th Street to 9th Street                       |
| 10 | 9th Street from the Alleyway north of 5th Avenue to 10th Avenue |
| 11 | 9th Street from 11th Avenue to North Avenue                     |
| 12 | 10th Street from 11th Avenue to North Avenue                    |
| 13 | 13th Street from 7th Avenue to North Avenue                     |
| 14 | 14th Street from 9th Avenue to North Avenue                     |
| 15 | 15th Street from 12th Avenue to North Avenue                    |
| 16 | 16th Street from 5th Avenue to North Avenue                     |
| 17 | 17th Street from 5th Avenue to North Avenue                     |

|   | <b>Zephyrhills High School / Woodland Elementary School</b> |
|---|-------------------------------------------------------------|
| 1 | 9th Street from North Avenue to Henry Drive                 |
| 2 | 10th Street from North Avenue to Henry Drive                |
| 3 | 18th Avenue from 9th Street to 12th Street                  |
| 4 | Scottsdale Court                                            |

|   | <b>Additional Right-of-Ways</b>            |
|---|--------------------------------------------|
| 1 | 16th Street from C Avenue to 5th Avenue    |
| 2 | 20th Street from 5th Avenue to 12th Avenue |

The project corridors cover approximately 51,600 linear feet or 9.77 miles of roadway. The width of the corridor will be constrained to by the existing right-of-way. A graphic exhibit has been included below, which more specifically depicts the streets included in the project limits.

The Consultant shall utilize a high accuracy mobile Lidar sensor mounted on a motor vehicle to collect topographic data for the Client. The consultant will also collect 360-degree imagery of the driven routes to aid in data extraction. This data will be utilized to supplement traditional survey data collection techniques. The data will be processed by the Consultant and go through strict QA/QC before the final deliverable is handed over to the Client for use on their survey.

**The Client will mark, locate and provide coordinates for approximately 85 Ground Control Points (GCP) along or near the project corridor.** All control points will either be photo-identifiable points (corners of stopbars, edge or driveways, center of manholes, etc.) or marks on the ground made of material provided by Bowman to the client. The GCP locations will be utilized by Bowman to adjust the Lidar data to local state plane coordinates.

Under this proposal, Bowman will provide surveying services as specifically described below. Any service that are not specifically described herein will be considered outside of the scope of service offered, and therefore are excluded.

Standard of Care – Services provided by Bowman under this proposal will be performed in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession practicing under similar circumstances, including standard of care at the time the services were provided.

Quality Control – A portion of the stated compensation is set-aside for Quality Control/Quality Assurance, which is part of the Bowman Quality Control Policy.

All surveying services shall be prepared under the supervision of a Professional Surveyor and Mapper, licensed in the State of Florida in accordance with Chapter 472, Florida Statutes and shall also meet or exceed the Standards of Practice for surveys as defined within Chapter 5J17-05 (F.A.C.), formerly known as the “Minimum Technical Standards”

## **SCOPE OF SERVICES AND FEES**

The scope of services (the “Scope”) and associated fees shall be as follows:

### **Task 01 – Mobile LiDAR Data Acquisition & Mapping**

The Consultant Shall:

- Perform Terrestrial Mobile LiDAR Data collection covering all client areas of interest (approximately 51,600 linear feet). The LiDAR data will be captured from a vehicular platform and will not impede the traveling public. Multiple passes of data will be collected to ensure appropriate redundancy in the measurement quality and point density on topographic features. Parked vehicles and other obstructions will be present in this corridor which may produce obscured areas within the LiDAR data set. We have not included a scope or fee estimate to “fill-in” these obscured areas with survey or LiDAR data, in this proposal.
- Post process the vehicle trajectory and mobile LiDAR data to produce a single LiDAR point cloud. The LiDAR data will be registered and adjusted to the mobile control points. The LiDAR point cloud will be combined and tiled into organized, manageable file sizes.

- Bowman will generate topographic mapping utilizing the mobile LiDAR data that has been collected and processed. The mapping will include all visible above ground features that are not obscured by vehicles or other obstructions. The following items will be included in the topographic mapping: Curbing, Pavements, Traffic Striping, Sidewalks, Trees, Fences, above utility features, Manholes, Walls, Storm Sewer Inlets, Handicap Ramps, Permanent Street Furniture, Breaklines and Ground Shots for DTM Purposes, and other permanent physical features which may be visible and within the project limits.

**Project Deliverables:**

- 1) Civil3D 2021 CAD File (.DWG)
- 2) Surface file in LandXML format (.XML)
- 3) Surveyor's Report

**Project Schedule:**

Bowman will mobilize as quickly as possible once confirmation is received from the client that all requested control has been set. The project schedule will be subject to, and could be affected by, site access coordination and approvals, inclement weather delays, street shutdowns or closures, active construction, or other unforeseen field work impacts. We will submit the items listed in the deliverables section above, according to the following schedule:

Mobile LiDAR Deliverables – 10 weeks from Client Confirmation

**ASSUMPTIONS**

The fees below are based on utilizing ground control points set by the Client prior to the Consultant performing LiDAR Data acquisition. The Consultant will provide the Client approximate locations based off of aerials for all control points along with basic instructions in order to ensure all control is in the best possible location for planning and accuracy.

The Schedule from Notice to Proceed listed above is dependent upon appropriate weather conditions. Conditions such as high winds, rain showers and thunderstorms can delay Bowman mobilizing field crews due to the sensitivity of the technology being used. In such case, Bowman will make it known to the client and make all attempts to meet the requested deadlines.

The fees quoted above are based on work being performed in a systematic, orderly and progressive manner. If this is impossible because of circumstances peculiar to the particular

operations, lump sum fees listed shall not apply, and instead work will be billed in accordance with our prevailing hourly rate schedule. The following circumstance, among others will necessitate charges being based on hourly rates:

- Additional services and/or work areas not specifically covered in the above scope of work.

## **EXCLUSIONS**

- Services other than described herein
- ALTA/NSPS Land Title Survey
- Boundary Survey
- As-built Survey
- Drainage Survey
- Volume Survey
- Aerial Data Collection
- Invert elevations or mapping of below ground utilities
- Individual tree survey within wooded areas
- Wetland delineation/location
- Engineering Services
- Construction Staking
- Construction Management

## **REIMBURSABLE EXPENSES**

Reimbursable expenses shall include actual expenditures made by Bowman in the interest of the Project and will be invoiced at the actual cost to Bowman plus fifteen percent (15%) for handling and indirect costs. Reimbursable expenses shall include but not be limited to costs of the following:

- Mailing, shipping, and out-source delivery (i.e. DHL, FedEx) costs

## **REPROGRAPHIC, COURIER AND OTHER CHARGES**

Reprographic, plotting, in-house courier, and archive retrieval services will be invoiced in accordance with Schedule A attached hereto.

## **CLIENT RESPONSIBILITIES**

The Client shall be responsible for obtaining permission for Bowman, its employees, agents, and subcontractors to enter onto the subject property and any properties in the vicinity as reasonably necessary for Bowman to perform the services described herein. By either countersigning this Proposal or verbally authorizing Bowman to proceed, the Client warrants and represents that it has obtained such permission. The Client shall provide the following items upon request of Bowman in a timely manner and at no expense to Bowman:

- Official NTP
- Layout and location of Ground Control
- Gate codes/permission for accessing the site with survey vehicles.



# Bowman

Sincerely,  
Bowman CONSULTING GROUP, LTD.

A handwritten signature in blue ink, appearing to read "Seth Gulich".

Seth Gulich, SIT  
LiDAR and UAS Manager

## **Exhibit A – Sidewalk Proposed Locations**

**(See following 4 pages)**



2203 N. Lois Ave, SUITE G300  
Tampa, FL 33607  
Tel: 813-848-0901 www.bgeinc.com  
FL Regs#17, No. 32716

# ZEPHYRHILLS SIDEWALK PROPOSAL

DATE: 10/11/2021

0

SCALE: 1" = 1000'

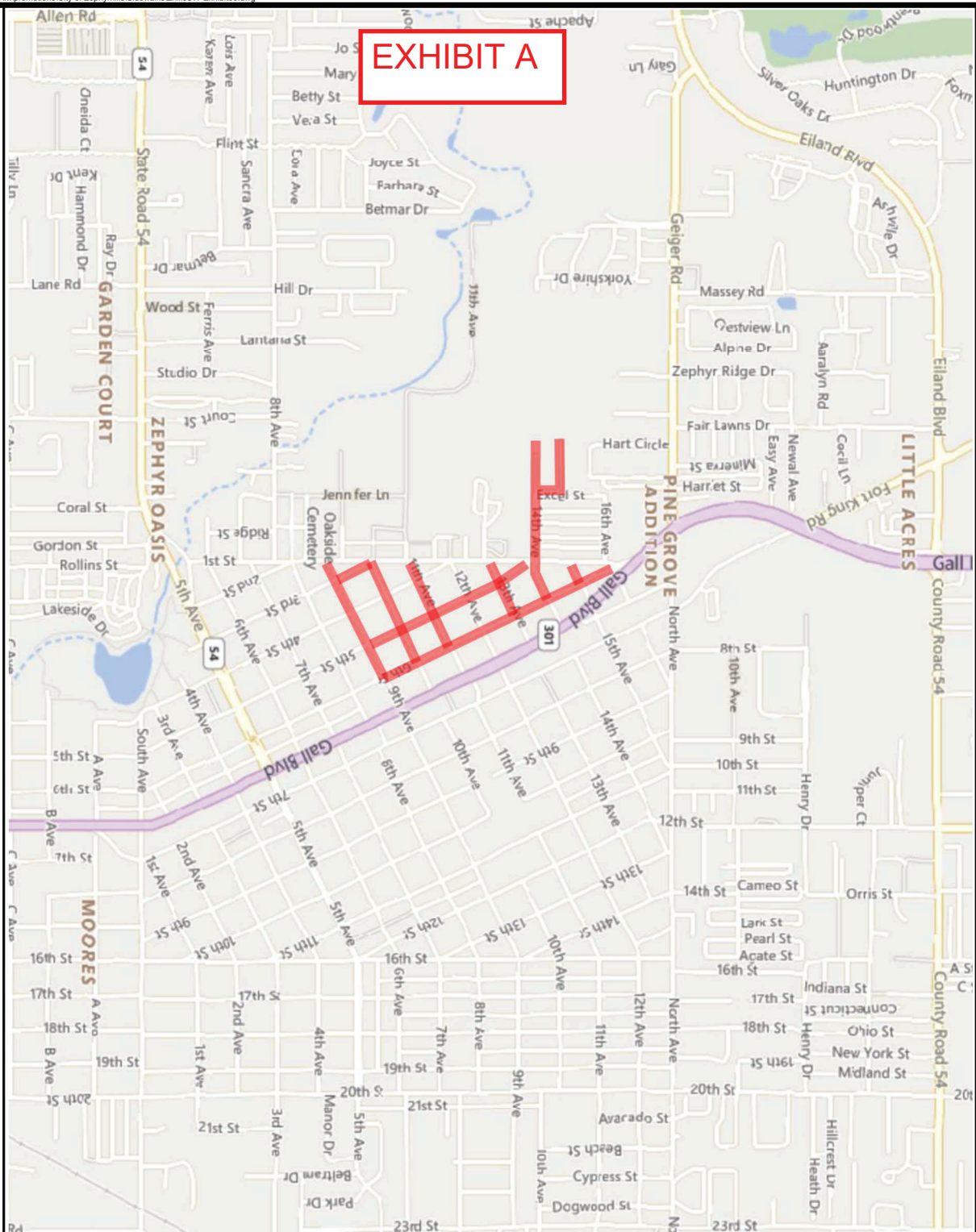


EXHIBIT A

**Note:** These are the right-of-ways that are city maintained without sidewalk on either side of the roadway within a quarter mile of the school.

## West Elementary School

- 9th Avenue from 1st Street to 6th Street
- 10th Avenue from 1st Street to 8th Street
- 11th Avenue from 1st Street to 8th Street
- 13th Avenue from 1st Street to 8th Street
- 14th Avenue from 37733 14th Avenue to 6th Street
- 15th Avenue from 37742 15th Avenue to 14th Avenue
- 3rd Street from 9th Avenue to 10th Avenue
- 5th Street from 9th Avenue to 14th Avenue
- 6th Street from 9th Avenue to 10th Street

There are approximately 10,500 linear feet of sidewalk.





2203 N. Los Ave., SUITE G300  
Tampa, FL 33607  
Tel: 813-848-0901 www.bgeinc.com  
FL Registry No. 32716

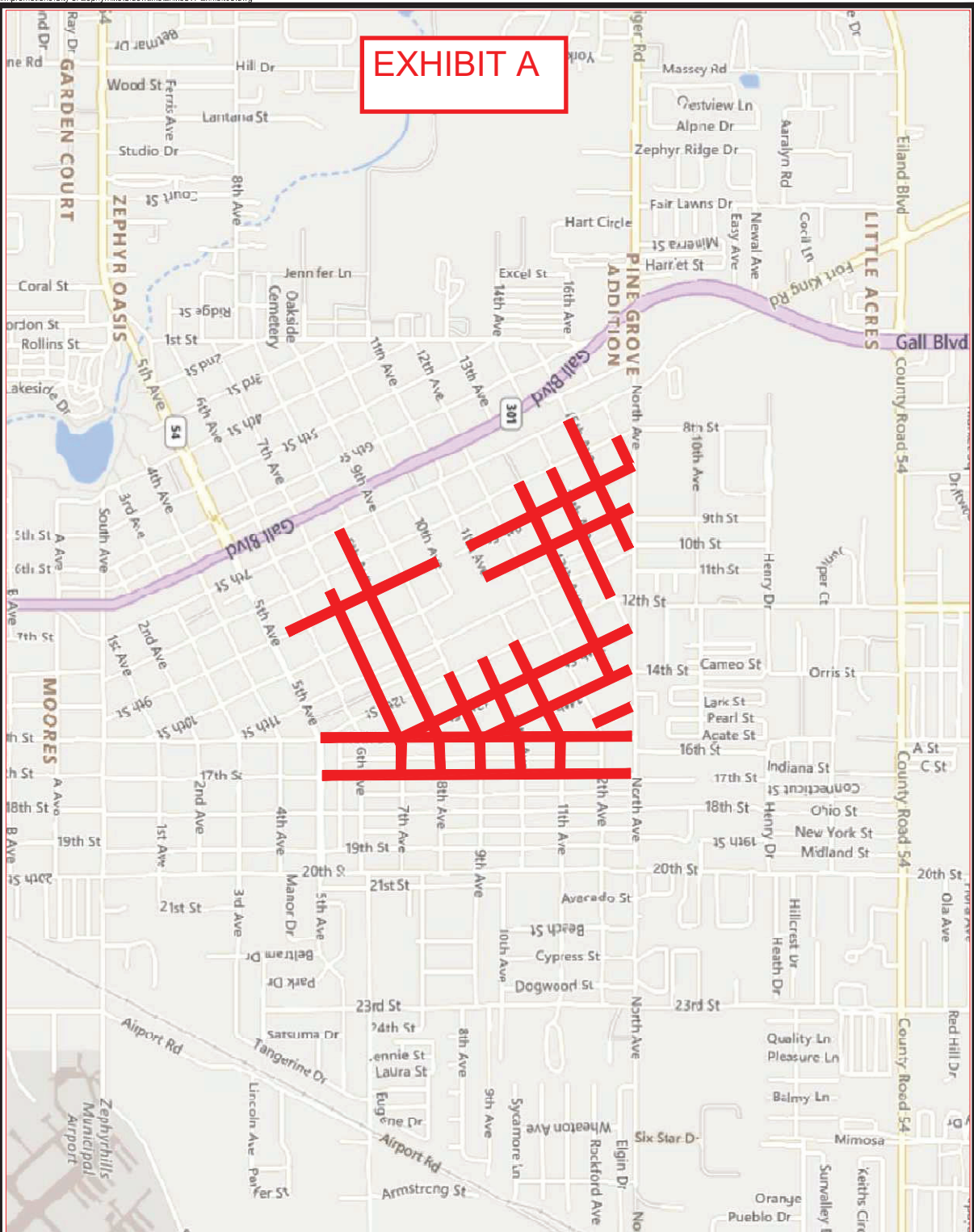
## ZEPHYRHILLS SIDEWALK PROPOSAL

DATE: 10/11/2021

0

1000' 2000' 3000'

SCALE: 1" = 1000'



### Raymond B. Steward Middle School

- 7th Avenue from Alleyway east of 8th Street and 17th Street
- 8th Avenue from 7th Street to 17th Street
- 9th Avenue from 12th Street to 17th Street
- 10th Avenue from 12th Street to 17th Street
- 11th Avenue from 12th Street to 17th Street
- 13th Avenue from 8th Street to 14th Street
- 14th Avenue from 8th Street to 12th Street
- 15th Avenue from 7th Street to 11th Street
- 16th Avenue from 8th Street to 9th Street
- 9th Street from the Alleyway north of 5th Avenue to 10th Avenue
- 10th Street from 11th Avenue to North Avenue
- 13th Street from 7th Avenue to North Avenue
- 14th Street from 9th Avenue to North Avenue
- 15th Street from 12th Avenue to North Avenue
- 16th Street from 5th Avenue to North Avenue
- 17th Street from 5th Avenue to North Avenue

There are approximately 30,000 linear feet of sidewalk.

Note: These are the right-of-ways that are city maintained without sidewalk on either side of the roadway within a quarter mile of the school.





**BGE**  
2203 N. Los Ave., SUITE G300  
Tampa, FL 33607  
Tel: 813-848-0901 www.bgeinc.com  
FL Registry No. 32716

## ZEPHYRHILLS SIDEWALK PROPOSAL

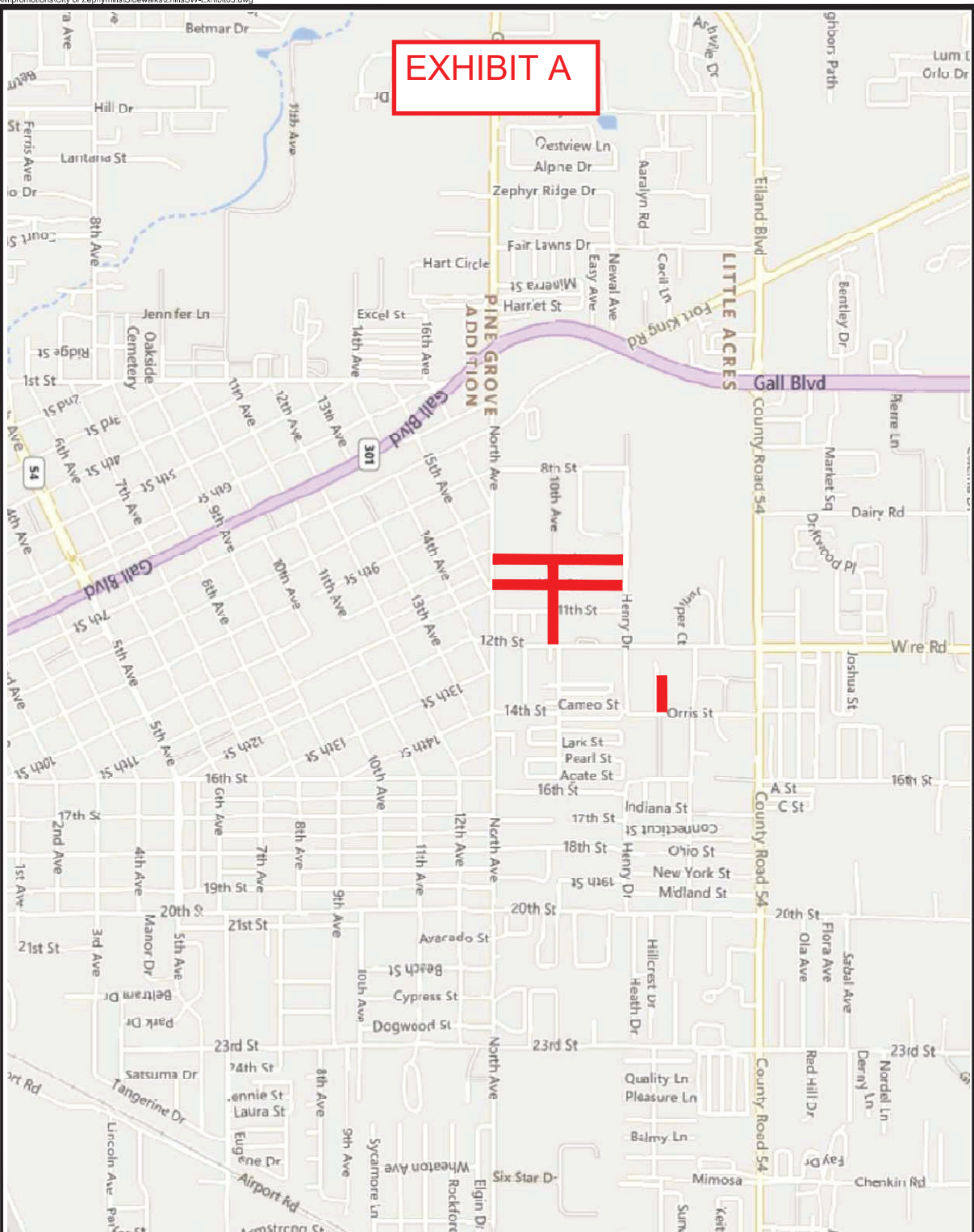
DATE: 10/11/2021

0

1000' 2000' 3000'  
SCALE: 1" = 1000'

**Note:** These are the right-of-ways that are city maintained without sidewalk on either side of the roadway within a quarter mile of the school.

**EXHIBIT A**



### Woodland Elementary & Zephyrhills High School

- 9th Street from North Avenue to Henry Drive
- 10th Street from North Avenue to Henry Drive
- 18th Avenue from 9th Street to 12th Street
- Scottsdale Court

There are approximately 4,000 linear feet of sidewalk.







2203 N. Los Ave., SUITE G300  
Tampa, FL 33607  
Tel: 813.848.0901 www.bgeinc.com  
FL Registry No. 32716

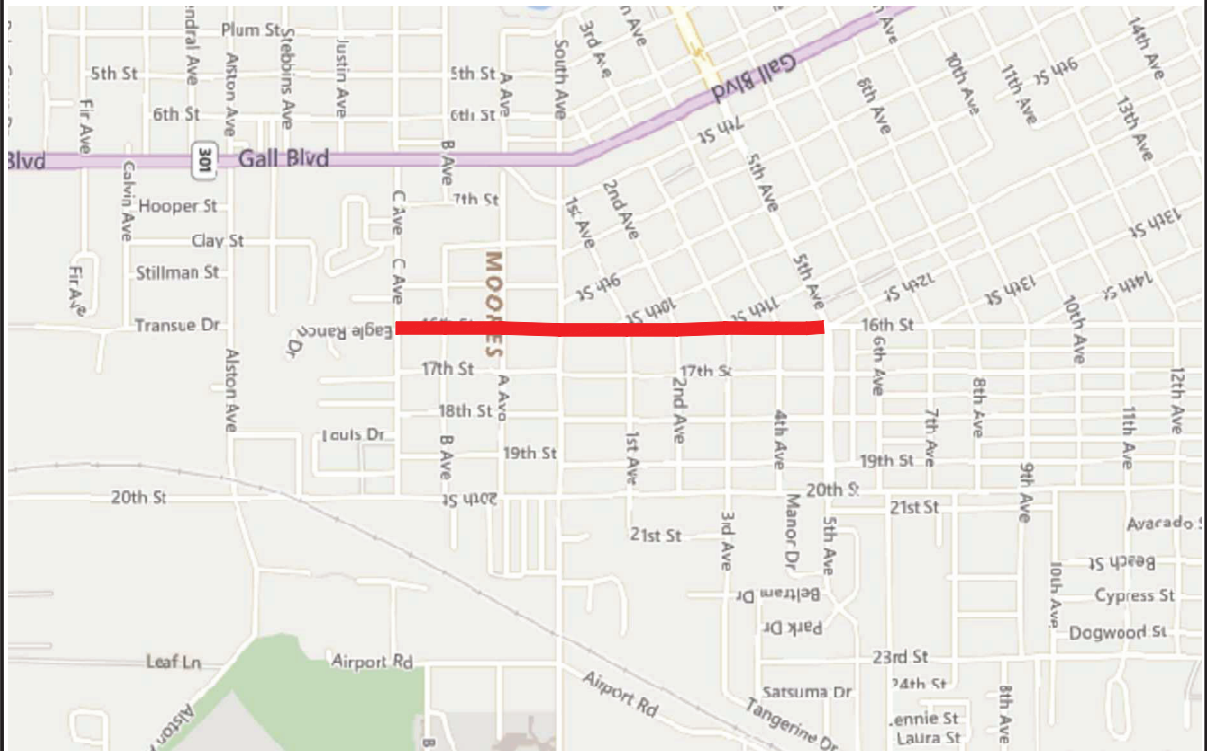
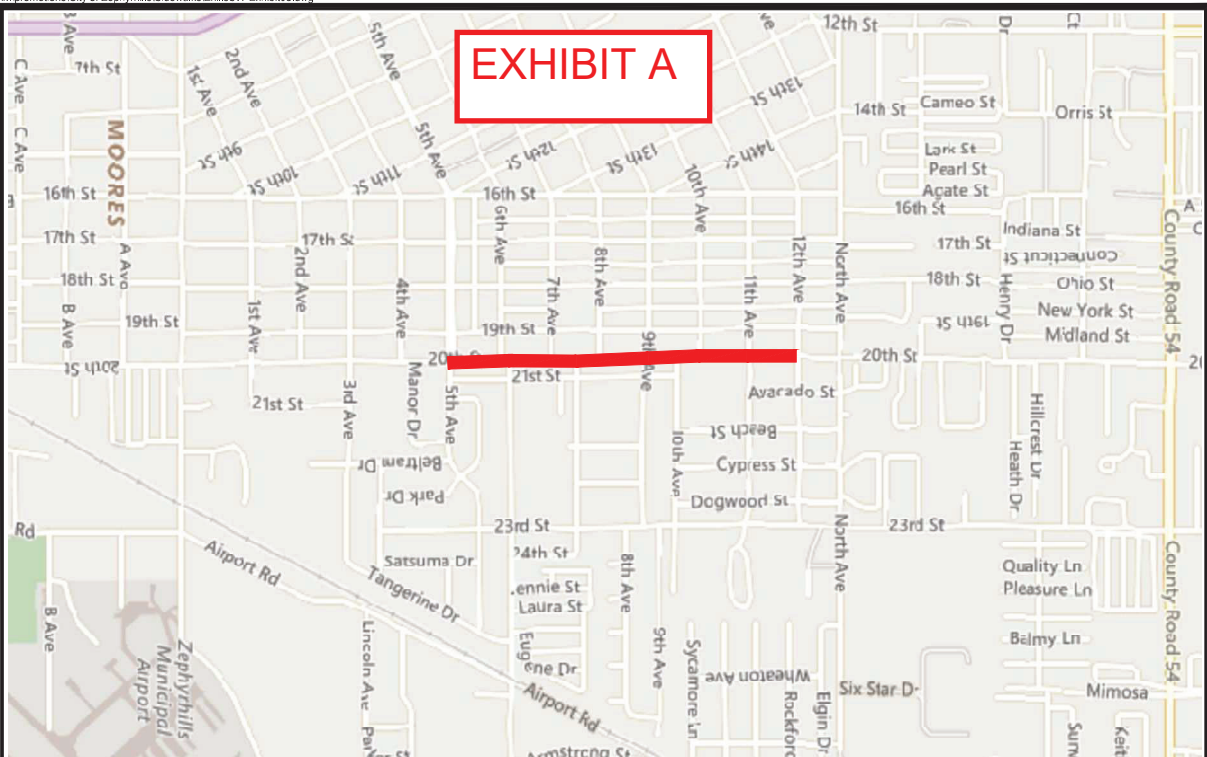
## ZEPHYRHILLS SIDEWALK PROPOSAL

DATE: 10/11/2021

0

1000' 2000' 3000'  
SCALE: 1" = 1000'

EXHIBIT A



### 16th Street

There are approximately 3,450 linear feet of sidewalk.

### 20th Street

There are approximately 2,800 linear feet of sidewalk.



# Exhibit 'D'

| Area/School                                                 | Linear Feet | Timing from PO | Fee (inc. sub) |
|-------------------------------------------------------------|-------------|----------------|----------------|
| 16th Street                                                 | 3,530       | 9 weeks        | \$ 8,300.00    |
| 20th Street                                                 | 2,860       | 9 weeks        | \$ 7,200.00    |
| Woodland Elementary/Zephyrhills High (excluding Scottsdale) | 3,560       | 9 weeks        | \$ 8,300.00    |
| Raymond B Stewart North & South                             | 29,900      | 14 weeks       | \$ 61,500.00   |
| West Elementary School                                      | 11,300      | 12 weeks       | \$ 23,800.00   |
| Geiger/Eiland                                               | 1,700       | 12 weeks       | \$ 4,300.00    |

## CITY ATTORNEY 6.1

Resolution 788-22, Vacation of Public Right-of-Way

First Reading **RESOLUTION NO. 788-22 - "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ZEPHYRHILLS, FLORIDA VACATION OF RIGHT-OF-WAY FOR GATEWAY DOWNTOWN PROP, LLC AND PALMETTO CAPITAL GROUP, LLC. "**

### Issue:

Application submitted by Palmetto Capital Group and Gateway Downtown Prop, LLC to vacate/abandon a 16' platted alleyway running north/south from unimproved B Avenue to C Avenue, between US Highway 301 and unimproved 7th Street.

### Background:

A lot split and development order has been issued by the Site Plan Review Committee for a retail store at the northeast corner of US Highway 301 and C Avenue. The Subject Property (4766 Gall Boulevard, Parcel/Tax ID No. 14-26-21-0010-03200-0010) is currently vacant/undeveloped and contains a 16' platted unimproved alleyway right-of-way running north/south through the parcel. The applicants have requested that the city vacate/abandon the right-of-way.

Per the Land Development Code, Subsection 7.03.02.03, *Vacation of Rights-of-Way*, applications to vacate a right-of-way may be approved subject to the following requirements:

1. **The requested vacation is consistent with the traffic element of the city's Comprehensive Plan.** Staff has found the requested vacation to be consistent with the transportation element of the city's Comprehensive Plan.
2. **The right-of-way does not provide the sole access to any property (remaining access shall not be by easement).** Access is available to the development site from C Avenue. Future northern parcels created by a lot split of the Subject Property will have access from B Avenue - The improvement of B Avenue between US 301 and unimproved 7th Street right-of-way has been approved with the site development plans for the subject site and will be constructed simultaneously.
3. **The vacation will not jeopardize the current or future location of any utility.** The vacation will not jeopardize the current or future location of any utility. Utility easements will be provided to the city as a condition of the development order.
4. **The proposed vacation is not detrimental to public interest and will not have a negative impact on the city.** Staff has found that the vacation is not detrimental to public interest and is not expected to have a negative impact on the city.

Palmetto Capital Group has agreed to provide cross-access easements for emergency and sanitation vehicles. Utility easements will also be provided.

**Attachment(s):**

1. 10548 DG Zeph DG Parcel Cross Access Easement
2. RESOLUTION (DRAFT)
3. 10548 DG Zeph Remainder Parcel Cross Alleyway
4. 10548 DG Zeph Vacate Alley
5. Approved Site Development Plan

**Fiscal Impact:**

N/A

**Staff Recommendation:**

Staff and the Planning Commission recommend approval.





**RESOLUTION NO. 788-22**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ZEPHYRHILLS,  
FLORIDA VACATION OF RIGHT-OF-WAY FOR GATEWAY DOWNTOWN  
PROP, LLC AND PALMETTO CAPITAL GROUP, LLC.**

**WHEREAS**, applications to vacate public right-of-way may be approved pursuant to Section 7.03.02.03 of the City of Zephyrhills Land Development Code, Vacation of Rights-of-Ways; and

**WHEREAS**, the City Council finds that the requested vacation is consistent with the Traffic Circulation Element of the City of Zephyrhills Comprehensive Plan; and

**WHEREAS**, the City Council finds that the right-of-way does not provide sole access to any property; and

**WHEREAS**, the City Council finds that vacation would not jeopardize the current or future location of any utility; and

**WHEREAS**, the City Council finds that the vacation is not detrimental to public interest and provides a positive benefit to the City of Zephyrhills.

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

**Section 1:** That the City Council of the City of Zephyrhills hereby vacates the following right-of-way:

**LEGAL DESCRIPTION:**

ALL OF THE 16 FOOT WIDE ALLEY IN BLOCK 32 OF MOORE'S FIRST ADDITION  
TO THE TOWN OF ZEPHYRHILLS, ACCORDING TO THE MAP OR PLAT  
THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 57, PUBLIC RECORDS OF  
PASCO COUNTY, FLORIDA.

**Section 2:** This Resolution shall take effect immediately upon its adoption.

**NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Zephyrhills, Florida, sitting in regular session this 10<sup>th</sup> day of January, 2022.**

Attest: \_\_\_\_\_  
Lori L. Hillman, City Clerk

\_\_\_\_\_  
W. Alan Knight, Council President

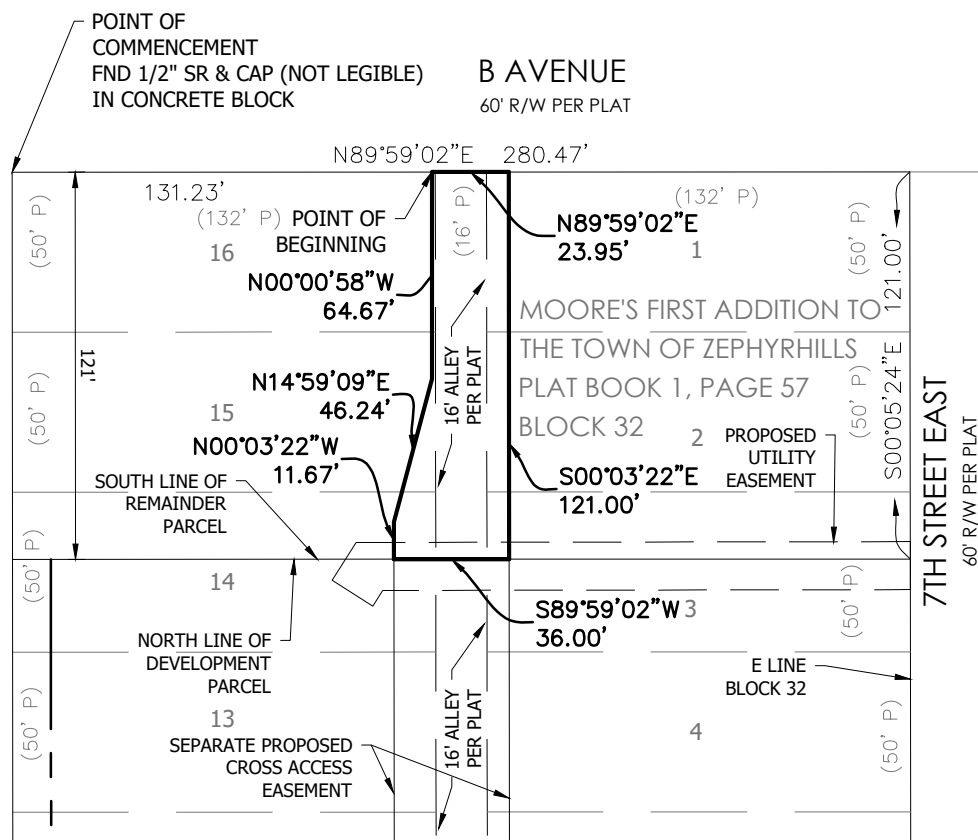
\_\_\_\_\_  
Gene Whitfield, Mayor

Approved as to legal form and legal content

\_\_\_\_\_  
Matthew E. Maggard, City Attorney

GALL BOULEVARD (U.S. 301)

60' R/W PER PLAT & AS SHOWN  
ON MAP SECTION 14050-XXXX



**NORTH**

Scale: 1" = 60'

## Legend:

|       |                   |
|-------|-------------------|
| FND   | FOUND             |
| SR    | STEEL ROD         |
| CM    | CONCRETE MONUMENT |
| R/W   | RIGHT OF WAY      |
| ID.   | IDENTIFICATION    |
| (# P) | PLAT DIMENSION    |

## Legal Description:

A portion of Lots 1, 2, 3, 14, 15 and 16 and the alley lying between said lots, Block 32, Moore's First Addition to the Town of Zephyrhills, according to the map or plat thereof as recorded in Plat Book 1, page 57, Public Records of Pasco County, Florida, described as follows;

Commence at the northwest corner of said Lot 16; thence N 89°59'02" E along the north line of said Lot 16 a distance of 131.23 feet to the Point of Beginning; thence continue N 89°59'02" E along the north line of said Lot 16, said alley and said Lot 1 a distance of 23.95 feet; thence S 00°03'22" E a distance of 121.00 feet; thence S 89°59'02" W a distance of 36.00 feet; thence N 00°03'22" W a distance of 11.67 feet; thence N 14°59'09" E a distance of 46.24 feet; thence N 00°00'58" W a distance of 64.67 feet to the Point of Beginning.

## Surveyor's Notes:

1.) North and the bearings shown hereon are referenced to the West Zone of the Florida State Plane Coordinate System (NAD 83, 2011 adjustment). The bearing of N 89°59'02" E along the north line of Block 32 of Moore's First Addition to the Town of Zephyrhills is held as reference.

2.) The boundaries shown hereon are taken from a prior Boundary & Topographic Survey prepared by Basepoint Surveying, Inc., field dated 3/09/21 and easement geometry provided by Sloan Engineering Group. THIS IS NOT A BOUNDARY SURVEY.

NOT VALID WITHOUT A DIGITAL  
SIGNATURE OR A ORIGINAL SIGNATURE  
& SEAL OF A FLORIDA LICENSED  
SURVEYOR AND MAPPER

Eric M  
Presnell

Digitally signed by  
Eric M Presnell  
Date: 2021.10.15  
12:21:48 -04'00'

ERIC M. PRESNELL, PSM #5568  
Prepared Date: 10/15/21



**BASEPOINT**  
SURVEYING, INC.

MAILING: P.O. BOX 253, BARTOW, FL 33831  
OFFICE: 150 SOUTH WOODLAWN AVENUE, BARTOW, FL 33830  
PHONE: (863) 537-7413  
FLORIDA CERTIFICATE OF AUTHORIZATION # LB 8112

DG ZEPHYRHILLS

Section 14, Township 26 S, Range 21 E

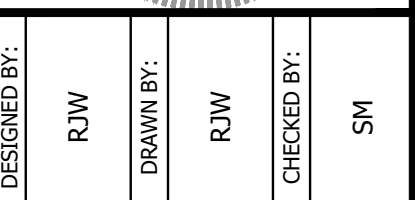
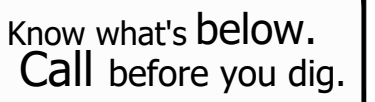
DESCRIPTION SKETCH  
REMAINDER PARCEL  
CROSS ACCESS EASEMENT

DRAWING: 10548esmt

JOB #10548







|                                    |           |
|------------------------------------|-----------|
| REQUIRED PARKING:                  |           |
| 1 SPACE PER 200 SF GFA = 53 SPACES |           |
| PROVIDED PARKING:                  |           |
| STANDARD SPACES                    | 31 SPACES |
| HANDICAP SPACES                    | 2 SPACES  |
| <hr/>                              |           |
| TOTAL PARKING PROVIDED =           | 33 SPACES |

4766 GALL BLVD, ZEPHYRHILLS, FL 33542

SHEET

C400

## **NOTED ITEMS 7.1**

Piggyback (Sourcewell) Agreement for Servicing of the Utilities Department Emergency Generators by Cummins.

### **Issue:**

The Utilities Department has multiple generators which need to be serviced on an annual basis.

### **Background:**

Over the past many years, the City's Utility Department has been purchasing generators and standardizing them for efficiency purposes. The choice of generators has been Cummin's. Since Cummin's is a proprietary product, Cummin's will be the provider of the generator service. Water has 6 on site, 1 in City Yard, and 1 portable. Wastewater has 11 stand alone and 2 portable.

This agreement with Cummin's is a piggyback utilizing the Sourcewell agreement. Formerly known as NJPA.

### **Attachment(s):**

1. ZEPHYRHILLS WASTE WATER]
2. ZEPHYRHILLS WATER

### **Fiscal Impact:**

Currently budgeted. Water Division - \$23,936.25, Wastewater - \$46,281.51. Both costs are for 3 years.

### **Staff Recommendation:**

Informational Only





11/4/2021

CITY OF ZEPHYRHILLS  
39421 SOUTH AVE  
(WASTE WATER)  
ZEPHYRHILLS, FL 33542  
RE: Planned Maintenance Proposal

Dear Thomas Shotts,

Cummins Sales and Service is a premier engine and power generation systems provider committed to delivering fast and proven solutions to our customers. We are pleased to offer you a Planned Maintenance Proposal for your review and approval. Due to the critical nature of your standby power system, this Agreement was developed based on your specific needs and equipment to ensure maximum performance and reliability.

#### Benefits of Planned Maintenance

- Improves system reliability.
- Maintenance performed by certified technicians specifically trained in power generation.
- PM customers receive preferred service for unscheduled emergency repairs.
- Creation of a service record for customer equipment.
- Additional maintenance recommendations documented at that time.
- Scheduling managed by Cummins Sales and Service to ensure timely maintenance intervals.
- Eliminates administrative burden, covers equipment from multiple vendors.

Please sign, date and return the enclosed Agreement to our office along with any purchase documentation necessary so we can tend to your servicing needs. Planned Maintenance Agreements are "auto-renewed" annually prior to the end of your agreement. Should you have any questions or require additional information on this or any other subject relating to your equipment, please feel free to contact me. We look forward to the opportunity to earn your trust and business.

Sincerely,

*John Foster*

John Foster  
Planned Maintenance Sales  
Office: (813)664-5845  
Cell: (813) 477-7038  
Email: john.d.foster@cummins.com



Cummins Inc. dba Cummins Sales and Service  
5910 E Hillsborough Avenue  
Tampa, FL 33610  
Phone: (813)626-1101  
Fax: (404) 763-0711

## PLANNED EQUIPMENT MAINTENANCE AGREEMENT

| Customer Address            | Customer Contact                     | Quote Information |             |
|-----------------------------|--------------------------------------|-------------------|-------------|
| CITY OF ZEPHYRHILLS         | Name: Thomas Shotts                  | Quote Date:       | 11/4/2021   |
| 39421 SOUTH AVE             | Phone: (813) 7887093                 | Quote Expires:    | 1/3/2022    |
| (WASTE WATER)               | Cell: 813-714-5477                   | Quote ID:         | QT-13486    |
| ZEPHYRHILLS, FL 33542       | Fax: (813) 7883293                   | Quoted By:        | John Foster |
| Customer #: 358596          | E-mail: tshotts@ci.zephyrhills.fl.us | Quote Term:       | 3 Year      |
| Payment Type: Pay As You Go |                                      |                   |             |

### Site Name:LIFT STATION #1

("A" Avenue (Between 17th & 18th) Zephyrhills FL 33542)

|                    |                         |                      |              |     |            |                |
|--------------------|-------------------------|----------------------|--------------|-----|------------|----------------|
| Unit Name: ONAN200 | Year                    | Month of 1st Service | Service Type | Qty | Sell Price | Extended Price |
| Make: Onan         | 1                       | July                 | Inspection   | 1   | \$320.00   | \$320.00       |
| Model: C200D6D     | 1                       | January              | Full Service | 1   | \$881.56   | \$881.56       |
| S/N: D190540938    | Year 1 Total:\$1,201.56 |                      |              |     |            |                |
| Size: 200kW        | 2                       | July                 | Inspection   | 1   | \$320.00   | \$320.00       |
| ATS Qty: 1         | 2                       | January              | Full Service | 1   | \$881.56   | \$881.56       |
| Notes:             | Year 2 Total:\$1,201.56 |                      |              |     |            |                |
|                    | 3                       | July                 | Inspection   | 1   | \$320.00   | \$320.00       |
|                    | 3                       | January              | Full Service | 1   | \$881.56   | \$881.56       |
|                    | Year 3 Total:\$1,201.56 |                      |              |     |            |                |

### Site Name:LIFT STATION #13

(North Avenue (Between 18th & 19th) Zephyrhills FL 33542)

|                       |                       |                      |              |     |            |                |
|-----------------------|-----------------------|----------------------|--------------|-----|------------|----------------|
| Unit Name: DETROIT100 | Year                  | Month of 1st Service | Service Type | Qty | Sell Price | Extended Price |
| Make: Detroit         | 1                     | July                 | Inspection   | 1   | \$320.00   | \$320.00       |
| Model: 100D8Ejb       | 1                     | January              | Full Service | 1   | \$648.17   | \$648.17       |
| S/N: 2078483          | Year 1 Total:\$968.17 |                      |              |     |            |                |
| Size: 100kW           | 2                     | July                 | Inspection   | 1   | \$320.00   | \$320.00       |
| ATS Qty: 1            | 2                     | January              | Full Service | 1   | \$648.17   | \$648.17       |
| Notes:                | Year 2 Total:\$968.17 |                      |              |     |            |                |
|                       | 3                     | July                 | Inspection   | 1   | \$320.00   | \$320.00       |
|                       | 3                     | January              | Full Service | 1   | \$648.17   | \$648.17       |
|                       | Year 3 Total:\$968.17 |                      |              |     |            |                |

### Site Name:LIFT STATION #16

(7010 Green Slope Drive Zephyrhills FL 33541)

|                    |                       |                      |              |     |            |                |
|--------------------|-----------------------|----------------------|--------------|-----|------------|----------------|
| Unit Name: ONAN100 | Year                  | Month of 1st Service | Service Type | Qty | Sell Price | Extended Price |
| Make: Onan         | 1                     | July                 | Inspection   | 1   | \$320.00   | \$320.00       |
| Model: C100D6C     | 1                     | January              | Full Service | 1   | \$648.17   | \$648.17       |
| S/N: TBD           | Year 1 Total:\$968.17 |                      |              |     |            |                |
| Size: 100kW        | 2                     | July                 | Inspection   | 1   | \$320.00   | \$320.00       |
| ATS Qty: 1         |                       |                      |              |     |            |                |
| Notes:             |                       |                      |              |     |            |                |

|                       |         |              |   |          |          |
|-----------------------|---------|--------------|---|----------|----------|
| 2                     | January | Full Service | 1 | \$648.17 | \$648.17 |
| Year 2 Total:\$968.17 |         |              |   |          |          |
| 3                     | July    | Inspection   | 1 | \$320.00 | \$320.00 |
| 3                     | January | Full Service | 1 | \$648.17 | \$648.17 |
| Year 3 Total:\$968.17 |         |              |   |          |          |

### Site Name:LIFT STATION #28

(6408 Brentwood Drive Zephyrhills FL 33542)

|            |         |      |                      |              |     |            |                       |
|------------|---------|------|----------------------|--------------|-----|------------|-----------------------|
| Unit Name: | ONAN100 | Year | Month of 1st Service | Service Type | Qty | Sell Price | Extended Price        |
| Make:      | Onan    | 1    | July                 | Inspection   | 1   | \$320.00   | \$320.00              |
| Model:     | C100D6C | 1    | January              | Full Service | 1   | \$648.17   | \$648.17              |
| S/N:       | TBD     |      |                      |              |     |            | Year 1 Total:\$968.17 |
| Size:      | 100kW   | 2    | July                 | Inspection   | 1   | \$320.00   | \$320.00              |
| ATS Qty:   | 1       | 2    | January              | Full Service | 1   | \$648.17   | \$648.17              |
| Notes:     |         |      |                      |              |     |            | Year 2 Total:\$968.17 |
|            |         | 3    | July                 | Inspection   | 1   | \$320.00   | \$320.00              |
|            |         | 3    | January              | Full Service | 1   | \$648.17   | \$648.17              |
|            |         |      |                      |              |     |            | Year 3 Total:\$968.17 |

### Site Name:LIFT STATION #6

(North Avenue (Between 9th & 10th) Zephyrhills FL 33542)

|            |            |      |                      |              |     |            |                       |
|------------|------------|------|----------------------|--------------|-----|------------|-----------------------|
| Unit Name: | ONAN60     | Year | Month of 1st Service | Service Type | Qty | Sell Price | Extended Price        |
| Make:      | Onan       | 1    | July                 | Inspection   | 1   | \$320.00   | \$320.00              |
| Model:     | 60DSFAD    | 1    | January              | Full Service | 1   | \$648.17   | \$648.17              |
| S/N:       | D160941014 |      |                      |              |     |            | Year 1 Total:\$968.17 |
| Size:      | 60kW       | 2    | July                 | Inspection   | 1   | \$320.00   | \$320.00              |
| ATS Qty:   | 1          | 2    | January              | Full Service | 1   | \$648.17   | \$648.17              |
| Notes:     |            |      |                      |              |     |            | Year 2 Total:\$968.17 |
|            |            | 3    | July                 | Inspection   | 1   | \$320.00   | \$320.00              |
|            |            | 3    | January              | Full Service | 1   | \$648.17   | \$648.17              |
|            |            |      |                      |              |     |            | Year 3 Total:\$968.17 |

### Site Name:LIFT STATION #62

(Gull Blvd. (Publix Plaza) Zephyrhills FL 33542)

|            |             |      |                      |              |     |            |                         |
|------------|-------------|------|----------------------|--------------|-----|------------|-------------------------|
| Unit Name: | ONAN150     | Year | Month of 1st Service | Service Type | Qty | Sell Price | Extended Price          |
| Make:      | Onan        | 1    | July                 | Inspection   | 1   | \$320.00   | \$320.00                |
| Model:     | 150DSGAC    | 1    | January              | Full Service | 1   | \$684.84   | \$684.84                |
| S/N:       | H1702390258 |      |                      |              |     |            | Year 1 Total:\$1,004.84 |
| Size:      | 150kW       | 2    | July                 | Inspection   | 1   | \$320.00   | \$320.00                |
| ATS Qty:   | 1           | 2    | January              | Full Service | 1   | \$684.84   | \$684.84                |
| Notes:     |             |      |                      |              |     |            | Year 2 Total:\$1,004.84 |
|            |             | 3    | July                 | Inspection   | 1   | \$320.00   | \$320.00                |
|            |             | 3    | January              | Full Service | 1   | \$684.84   | \$684.84                |
|            |             |      |                      |              |     |            | Year 3 Total:\$1,004.84 |

### Site Name:LIFT STATION #64

(South Avenue (Corner of 6th Avenue) Zephyrhills FL 33542)

Unit Name: ONAN150  
 Make: Onan  
 Model: C150D6D  
 S/N: G190608766  
 Size: 150kW  
 ATS Qty: 1  
 Notes:

| Year                    | Month of 1st Service | Service Type | Qty | Sell Price | Extended Price |
|-------------------------|----------------------|--------------|-----|------------|----------------|
| 1                       | July                 | Inspection   | 1   | \$320.00   | \$320.00       |
| 1                       | January              | Full Service | 1   | \$684.84   | \$684.84       |
| Year 1 Total:\$1,004.84 |                      |              |     |            |                |
| 2                       | July                 | Inspection   | 1   | \$320.00   | \$320.00       |
| 2                       | January              | Full Service | 1   | \$684.84   | \$684.84       |
| Year 2 Total:\$1,004.84 |                      |              |     |            |                |
| 3                       | July                 | Inspection   | 1   | \$320.00   | \$320.00       |
| 3                       | January              | Full Service | 1   | \$684.84   | \$684.84       |
| Year 3 Total:\$1,004.84 |                      |              |     |            |                |

### Site Name:LIFT STATION #66

(County Road 54 East (Forest Lakes) Zephyrhills FL 33542)

Unit Name: ONAN200  
 Make: Onan  
 Model: OC200D6D  
 S/N: G190606335  
 Size: 200kW  
 ATS Qty: 1  
 Notes:

| Year                    | Month of 1st Service | Service Type | Qty | Sell Price | Extended Price |
|-------------------------|----------------------|--------------|-----|------------|----------------|
| 1                       | July                 | Inspection   | 1   | \$320.00   | \$320.00       |
| 1                       | January              | Full Service | 1   | \$881.56   | \$881.56       |
| Year 1 Total:\$1,201.56 |                      |              |     |            |                |
| 2                       | July                 | Inspection   | 1   | \$320.00   | \$320.00       |
| 2                       | January              | Full Service | 1   | \$881.56   | \$881.56       |
| Year 2 Total:\$1,201.56 |                      |              |     |            |                |
| 3                       | July                 | Inspection   | 1   | \$320.00   | \$320.00       |
| 3                       | January              | Full Service | 1   | \$881.56   | \$881.56       |
| Year 3 Total:\$1,201.56 |                      |              |     |            |                |

### Site Name:LIFT STATION #7

(County Road 54 (Clarks Plaza) Zephyrhills FL 33542)

Unit Name: ONAN80  
 Make: Onan  
 Model: C80D6D  
 S/N: D180345134  
 Size: 80kW  
 ATS Qty: 1  
 Notes:

| Year                  | Month of 1st Service | Service Type | Qty | Sell Price | Extended Price |
|-----------------------|----------------------|--------------|-----|------------|----------------|
| 1                     | July                 | Inspection   | 1   | \$320.00   | \$320.00       |
| 1                     | January              | Full Service | 1   | \$648.17   | \$648.17       |
| Year 1 Total:\$968.17 |                      |              |     |            |                |
| 2                     | July                 | Inspection   | 1   | \$320.00   | \$320.00       |
| 2                     | January              | Full Service | 1   | \$648.17   | \$648.17       |
| Year 2 Total:\$968.17 |                      |              |     |            |                |
| 3                     | July                 | Inspection   | 1   | \$320.00   | \$320.00       |
| 3                     | January              | Full Service | 1   | \$648.17   | \$648.17       |
| Year 3 Total:\$968.17 |                      |              |     |            |                |

### Site Name:WWTP

(39825 Alston Avenue WWTP Zephyrhills FL 33542)

Unit Name: CAT750  
 Make: Caterpillar  
 Model: 3412  
 S/N: 81Z08260  
 Size: 750kW  
 ATS Qty: 750  
 Notes:

| Year                    | Month of 1st Service | Service Type | Qty | Sell Price | Extended Price |
|-------------------------|----------------------|--------------|-----|------------|----------------|
| 1                       | July                 | Inspection   | 1   | \$450.00   | \$450.00       |
| 1                       | January              | Full Service | 1   | \$1,668.59 | \$1,668.59     |
| Year 1 Total:\$2,118.59 |                      |              |     |            |                |
| 2                       | July                 | Inspection   | 1   | \$450.00   | \$450.00       |
| 2                       | January              | Full Service | 1   | \$1,668.59 | \$1,668.59     |
| Year 2 Total:\$2,118.59 |                      |              |     |            |                |
| 3                       | July                 | Inspection   | 1   | \$450.00   | \$450.00       |

|                         |         |              |   |            |            |
|-------------------------|---------|--------------|---|------------|------------|
| 3                       | January | Full Service | 1 | \$1,668.59 | \$1,668.59 |
| Year 3 Total:\$2,118.59 |         |              |   |            |            |

Unit Name: CUMMINS750  
 Make: Cummins  
 Model: 750DQFAA  
 S/N: I070111139  
 Size: 750kW  
 ATS Qty: 1  
 Notes:

| Year                    | Month of 1st Service | Service Type | Qty | Sell Price | Extended Price |
|-------------------------|----------------------|--------------|-----|------------|----------------|
| 1                       | July                 | Inspection   | 1   | \$450.00   | \$450.00       |
| 1                       | January              | Full Service | 1   | \$1,668.59 | \$1,668.59     |
| Year 1 Total:\$2,118.59 |                      |              |     |            |                |
| 2                       | July                 | Inspection   | 1   | \$450.00   | \$450.00       |
| 2                       | January              | Full Service | 1   | \$1,668.59 | \$1,668.59     |
| Year 2 Total:\$2,118.59 |                      |              |     |            |                |
| 3                       | July                 | Inspection   | 1   | \$450.00   | \$450.00       |
| 3                       | January              | Full Service | 1   | \$1,668.59 | \$1,668.59     |
| Year 3 Total:\$2,118.59 |                      |              |     |            |                |

### Site Name:WWTP PORTABLE

(39825 Alston Avenue WWTP Zephyrhills FL 33542)

Unit Name: INGERSOLL RAND60  
 Make: Other  
 Model: G60  
 S/N: 389587UGRB55  
 Size: 60kW  
 ATS Qty: 0  
 Notes:

| Year                  | Month of 1st Service | Service Type | Qty | Sell Price | Extended Price |
|-----------------------|----------------------|--------------|-----|------------|----------------|
| 1                     | July                 | Inspection   | 1   | \$320.00   | \$320.00       |
| 1                     | January              | Full Service | 1   | \$648.17   | \$648.17       |
| Year 1 Total:\$968.17 |                      |              |     |            |                |
| 2                     | July                 | Inspection   | 1   | \$320.00   | \$320.00       |
| 2                     | January              | Full Service | 1   | \$648.17   | \$648.17       |
| Year 2 Total:\$968.17 |                      |              |     |            |                |
| 3                     | July                 | Inspection   | 1   | \$320.00   | \$320.00       |
| 3                     | January              | Full Service | 1   | \$648.17   | \$648.17       |
| Year 3 Total:\$968.17 |                      |              |     |            |                |

Unit Name:WACKER NEUSON120  
 Make: Other  
 Model: G120  
 S/N: 20093958  
 Size: 120kW  
 ATS Qty: 0  
 Notes:

| Year                  | Month of 1st Service | Service Type | Qty | Sell Price | Extended Price |
|-----------------------|----------------------|--------------|-----|------------|----------------|
| 1                     | July                 | Inspection   | 1   | \$320.00   | \$320.00       |
| 1                     | January              | Full Service | 1   | \$648.17   | \$648.17       |
| Year 1 Total:\$968.17 |                      |              |     |            |                |
| 2                     | July                 | Inspection   | 1   | \$320.00   | \$320.00       |
| 2                     | January              | Full Service | 1   | \$648.17   | \$648.17       |
| Year 2 Total:\$968.17 |                      |              |     |            |                |
| 3                     | July                 | Inspection   | 1   | \$320.00   | \$320.00       |
| 3                     | January              | Full Service | 1   | \$648.17   | \$648.17       |
| Year 3 Total:\$968.17 |                      |              |     |            |                |

|                |             |
|----------------|-------------|
| Year 1 Total:* | \$15,427.17 |
| Year 2 Total:* | \$15,427.17 |
| Year 3 Total:* | \$15,427.17 |

**Total Agreement Amount:\*** **\$46,281.51**

*\*Quote does not include applicable taxes*





Cummins Inc. dba Cummins Sales and Service  
5910 E Hillsborough Avenue  
Tampa, FL 33610  
Phone: (813)626-1101

### PLANNED EQUIPMENT MAINTENANCE AGREEMENT

| Customer Address                                                                                                                      | Customer Contact                                                                                                                | Quote Information                                                                                                      |
|---------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------|
| CITY OF ZEPHYRHILLS<br>39421 SOUTH AVE<br>(WASTE WATER)<br>ZEPHYRHILLS, FL 33542<br>Customer #: 358596<br>Payment Type: Pay As You Go | Name: Thomas Shotts<br>Phone: (813) 7887093<br>Cell: 813-714-5477<br>Fax: (813) 7883293<br>E-mail: tshotts@ci.zephyrhills.fl.us | Quote Date: 11/4/2021<br>Quote Expires: 1/3/2022<br>Quote ID: QT-13486<br>Quoted By: John Foster<br>Quote Term: 3 Year |

**Total Agreement Amount:\***

**\$46,281.51**

***\*Quote does not include applicable taxes***

#### Comment:

This proposal covers two (2) service visits annually: one (1) Full Maintenance Service and one (1) Maintenance Inspection. This proposal does not include replacing the Battery, Air Filter or Coolant over 1 gallon. All services are to be performed during normal business hours, unless otherwise specified.

Services to be scheduled as follows: Full Service - January of each year starting in 2022; Inspection - July of each year starting in 2022.

This is a three (3) year proposal which will be automatically renewed unless cancelled by either party. Preventive maintenance customers receive a guaranteed four hour response time 24 hours a day.

**Total Agreement Amount Does Not Include Applicable Taxes. Please call 404-763-0151 or Email Southern.PEM@cummins.com for invoice total prior to sending payment.**

Planned Equipment Maintenance Agreements are designed with an automatic renewal provision. Details of this provision are listed in the "Planned Equipment Maintenance Agreement Terms and Conditions". If you do not wish to participate in the auto renew option, please check the box below to opt out.

☐ Opt out of Automatic Renewal.

**Please return signed agreement to:**  
Cummins Inc. d/b/a Cummins Power South  
5125 Hwy 85  
Atlanta, Ga 30349  
Tel #: 404-763-0151

Email: Southern.PEM@cummins.com

Seller hereby agrees to sell to Buyer, and Buyer hereby agrees to buy from Seller, the foregoing products/services upon the terms and conditions set forth in the "Planned Equipment Maintenance Agreement Terms and Conditions" attached hereto, which are hereby incorporated herein by reference.

**Customer Approval (Quote ID QT-13486)**

**Cummins Inc. dba Cummins Sales and Service Approval**

Signature: \_\_\_\_\_ Signature: \_\_\_\_\_

Date: \_\_\_\_\_ Date: \_\_\_\_\_

## PLANNED MAINTENANCE AGREEMENT TERMS AND CONDITIONS

These Planned Maintenance Agreement Terms and Conditions, together with the Quote on the front side and the Scope of Services, are hereinafter referred to as this "Agreement" and shall constitute the entire agreement between the customer identified in the Quote ("Customer") and Cummins Inc. ("Cummins") and supersede any previous agreement or understanding (oral or written) between the parties with respect to the subject matter of this Agreement. No prior inconsistent course of dealing, course of performance, or usage of trade, if any, constitutes a waiver of or serves to explain or interpret this Agreement. Electronic transactions between Customer and Cummins will be solely governed by this Agreement, and any terms and conditions on Customer's website or other internet site will be null and void and of no legal effect on Cummins. In the event Customer delivers, references, incorporates by reference, or produces any purchase order or document, any terms and conditions related thereto shall be null and void and of no legal effect on Cummins.

**1. SCOPE OF SERVICES; PERFORMANCE OF SERVICES.** Cummins shall perform the maintenance ("Services") on the equipment identified in the Quote ("Equipment") in accordance with the schedule specified in the Quote. The Services include those services defined in the "Service Event" section of the Quote. No additional services or materials are included in this Agreement unless agreed upon by the parties in writing. Unless otherwise indicated in the Quote, Cummins will provide the labor and tools necessary to perform the Services and shall keep Customer's property free from accumulation of waste materials caused by Cummins' operations. Either party may terminate this Agreement with or without cause by providing thirty (30) days written notice to the other.

**2. CUSTOMER OBLIGATIONS.** Customer shall provide Cummins safe access to Customer's site and arrange for all related services and utilities necessary for Cummins to perform the Services. During the performance of the Services, Customer shall fully and completely secure all or any part of any facility where the Equipment is located to remove and mitigate any and all safety issues and risks, including but not limited to facility occupants, customers, invitees, or any third party and or property damage or work interruption arising out of the Services. Customer shall make all necessary arrangement to address and mitigate the consequences of any electrical service interruption which might occur during the Services. **CUSTOMER IS RESPONSIBLE FOR OPERATING AND MAINTAINING THE EQUIPMENT IN ACCORDANCE WITH THE OWNER'S MANUAL FOR THE EQUIPMENT.**

**3. PAYMENT TERMS.** Unless otherwise agreed to by the parties in writing and subject to credit approval by Cummins, payments are due thirty (30) days from the date of the invoice. If Customer does not have approved credit with Cummins, as solely determined by Cummins, payments are due in advance or at the time of supply of the Services. If payment is not received when due, in addition to any rights Cummins may have at law, Cummins may charge Customer eighteen percent (18%) interest annually on late payments, or the maximum amount allowed by law. Customer agrees to pay all Cummins' costs and expenses (including all reasonable attorneys' fees) related to Cummins' enforcement and collection of unpaid invoices, or any other enforcement of this Agreement by Cummins. Unless otherwise stated, the Quote excludes all applicable local, state, or federal sales and/or use or similar taxes which Cummins is required by applicable laws to collect from Customer and shall be stated on the invoice.

**4. DELAYS.** Any performance dates indicated in this Agreement are estimated and not guaranteed. Cummins shall not be liable for any delays in performance however occasioned, including any that result directly or indirectly from acts of Customer or causes beyond Cummins' control, including but not limited to acts of God, accidents, fire, explosions, flood, unusual weather conditions, acts of government authority, or labor disputes. *AS A RESULT OF THE OUTBREAK OF THE DISEASE COVID-19 ARISING FROM THE NOVEL CORONAVIRUS, TEMPORARY DELAYS IN DELIVERY, LABOUR OR SERVICES FROM CUMMINS AND ITS SUB-SUPPLIERS OR SUBCONTRACTORS MAY OCCUR. AMONG OTHER FACTORS, CUMMINS' DELIVERY OBLIGATIONS ARE SUBJECT TO CORRECT AND PUNCTUAL SUPPLY FROM OUR SUB-SUPPLIERS OR SUBCONTRACTORS, AND CUMMINS RESERVES THE RIGHT TO MAKE PARTIAL DELIVERIES OR MODIFY ITS LABOUR OR SERVICE. WHILE CUMMINS SHALL MAKE EVERY COMMERCIAL REASONABLE EFFORT TO MEET THE DELIVERY, SERVICE OR COMPLETION OBLIGATIONS SET FORTH HEREIN, SUCH DATES ARE SUBJECT TO CHANGE.*

**5. WARRANTY.** Cummins shall perform the Services in a reasonable and workmanlike manner. Parts and components supplied under this Agreement are governed by the express written manufacturer's limited warranty. No other warranty for parts or components is provided under this Agreement. All Services shall be free from defects in workmanship for a period of ninety (90) days after completion of Services. In the event of a warrantable defect in workmanship of Services supplied under this Agreement ("Warrantable Defect"), Cummins' obligation shall be solely limited to correcting the Warrantable Defect. Cummins shall correct the Warrantable Defect where (i) such Warrantable Defect becomes apparent to Customer during the warranty period; (ii) Cummins receives written notice of any Warrantable Defect within thirty (30) days following discovery by Customer; and (iii) Cummins has determined that there is a Warrantable Defect. Warrantable Defects remedied under this provision shall be subject to the remaining warranty period of the original warranty of the Services. New parts supplied during the remedy of Warrantable Defects are warranted for the balance of the warranty period still available from the original warranty of such parts. The remedies set forth in this Section 5 shall not be deemed to have failed of their essential purpose so long as Cummins is willing to correct defective Services or refund the purchase price therefor.

**6. LIMITATIONS OF WARRANTIES AND LIABILITY. THE REMEDIES PROVIDED IN THE LIMITED WARRANTY AND THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES AND REMEDIES PROVIDED BY CUMMINS TO THE CUSTOMER UNDER THIS AGREEMENT. EXCEPT AS SET OUT IN THE WARRANTY AND THIS AGREEMENT, AND TO THE EXTENT PERMITTED BY LAW, CUMMINS EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY STATUTORY OR COMMON LAW IMPLIED REPRESENTATIONS, WARRANTIES AND CONDITIONS OF FITNESS FOR A PURPOSE OR MERCHANTABILITY.**

**NOTWITHSTANDING ANY OTHER TERM OF THIS AGREEMENT, IN NO EVENT SHALL CUMMINS, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION DOWNTIME, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, LOSS OF OPPORTUNITY, DAMAGE TO GOODWILL, AND DAMAGES CAUSED BY DELAYS) IN ANY WAY RELATED TO OR ARISING FROM CUMMINS' SUPPLY OF PARTS OR SERVICES UNDER THIS AGREEMENT. IN NO EVENT SHALL CUMMINS' LIABILITY TO CUSTOMER OR ANY THIRD PARTY CLAIMING DIRECTLY THROUGH CUSTOMER OR ON CUSTOMER'S BEHALF UNDER THIS AGREEMENT EXCEED THE TOTAL COST OF PARTS AND SERVICES SUPPLIED BY CUMMINS UNDER THIS AGREEMENT. BY ACCEPTANCE OF THIS AGREEMENT, CUSTOMER ACKNOWLEDGES CUSTOMER'S SOLE REMEDY AGAINST CUMMINS FOR ANY LOSS SHALL BE THE REMEDY PROVIDED HEREIN.**

**7. INDEMNITY.** Customer shall indemnify, defend and hold harmless Cummins from and against any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, brought against or incurred by Cummins related to or arising out of this Agreement or the Services supplied under this Agreement (collectively, the "Claims"), where such Claims were caused or contributed to by, in whole or in part, the acts, omissions, fault or negligence of the Customer. Customer shall present any Claims covered by this indemnity to its insurance carrier unless Cummins directs that the defense will be handled by Cummins' legal counsel at Customer's expense.

**8. CONFIDENTIALITY.** Each party shall keep confidential any information received from the other that is not generally known to the public and at the time of disclosure, would reasonably be understood by the receiving party to be proprietary or confidential, whether disclosed in oral, written, visual, electronic or other form, and which the receiving party (or agents) learns in connection with this Agreement including, but not limited to: (a) business plans, strategies, sales, projects and analyses; (b) financial information, pricing, and fee structures; (c) business processes, methods and models; (d) employee and supplier information; (e) specifications; and (f) the terms and conditions of this Agreement. Each party shall take necessary steps to ensure compliance with this provision by its employees and agents.

**9. GOVERNING LAW.** This Agreement and all matters arising hereunder shall be governed by and construed in accordance with the laws of the State of Indiana without giving effect to any choice or conflict of law provision. The parties agree that the courts of the State of Indiana shall have exclusive jurisdiction to settle any dispute or claim arising in connection with this Agreement.

**10. INSURANCE.** Upon Customer's request, Cummins will provide to Customer a Certificate of Insurance evidencing Cummins' relevant insurance coverage.

**11. ASSIGNMENT.** This Agreement shall be binding on the parties and their successors and assigns. Customer shall not assign this Agreement without the prior written consent of Cummins.

**12. INTELLECTUAL PROPERTY.** Any intellectual property rights created by either party, whether independently or jointly, in the course of the performance of this Agreement or otherwise related to Cummins pre-existing intellectual property or subject matter related thereto, shall be Cummins' property. Customer agrees to assign, and does hereby assign, all right, title, and interest to such intellectual property to Cummins. Any Cummins pre-existing intellectual property shall remain Cummins' property. Nothing in this Agreement shall be deemed to have given Customer a licence or any other rights to use any of the intellectual property rights of Cummins.

**13. MISCELLANEOUS.** Cummins shall be an independent contractor with respect to the Services performed under this Agreement. All notices under this Agreement shall be in writing and be delivered personally, mailed via first class certified or registered mail, or sent by a nationally recognized express courier service to the addresses set forth in the Quote. No amendment of this Agreement shall be valid unless it is in writing and signed by the parties hereto. Failure of either party to require performance by the other party of any provision hereof shall in no way affect the right to require such performance at any time thereafter, nor shall the waiver by a party of a breach of any of the provisions hereof constitute a waiver of any succeeding breach. Any provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms hereof.

**14. ON-CALL SERVICES.** Upon Customer's request, Cummins shall provide on-call services (repair, emergency work or other) on the Equipment ("On-call Services"). Any On-call Services shall be invoiced to the Customer at the Cummins current hour rate (including traveling) and shall be governed by the terms and conditions of this Agreement.

**15. To the extent applicable, this contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The employee notice requirements set forth in 29 CFR Part 471, Appendix A to Subpart A, are hereby incorporated by reference into this contract.**

# Generator

## Planned Equipment Maintenance

### INSPECTION



INTERVALS AVAILABLE: WEEKLY, MONTHLY, QUARTERLY, SEMI-ANNUALLY OR ANNUALLY

#### BATTERIES AND BATTERY CHARGER

- Visually inspect battery terminal connections
- Verify electrolyte level, vent caps of all cells in the starting battery system
- Visually inspect wiring, connections and insulation
- Record battery charging functions
- Record battery information
- Record battery condition test

#### FUEL SYSTEM

- Visually inspect ignition system (Natural Gas and Propane Only)
- Record primary tank fuel level
- Inspect engine fuel system for leaks
- Visually inspect all engine fuel hoses, clamps, pipes, components and fittings
- Visually inspect rupture/ containment basin
- Inspect day tank and controls (if applicable)
- Optional - fuel sample for laboratory analysis\*

#### COOLING SYSTEM

- Record coolant level
- Visually inspect for coolant leaks
- Visually inspect drive belts condition
- Verify for proper coolant heater operation
- Record jacket water temperature
- Visually inspect fan, water pump, drives and pulleys
- Visually inspect all coolant hoses, clamps and connections
- Visually inspect radiator condition
- Visually inspect louver for damage
- Visually inspect fan hub and drive pulley for mechanical damage
- Record freeze point of antifreeze protection
- Record DCA level prior to changing coolant filter
- Optional - Coolant sample for laboratory analysis\*

#### LUBRICATION SYSTEM

- Visually inspect engine oil leaks
- Visually inspect engine oil lines and connections
- Record oil level
- Optional - Oil sample for laboratory analysis\*

#### GENSET CONTROLS AND ACCESSORIES

- Visually inspect all engine mounted wiring, senders and devices
- Visually inspect all control mounted components and wiring
- Verify all connecting plugs are tightened and in a good condition
- Visually inspect all accessory components and wiring
- Visually inspect and test lighting indicators

#### INTAKE AND EXHAUST SYSTEMS

- Visually inspect air filter and housing
- Visually inspect all engine piping and connections
- Record air cleaner restriction
- Visually inspect engine exhaust system for leaks
- Visually inspect rain cap
- Optional – Air filter replacement\*
- Optional - Clean crankcase breather or replace filters\*

#### GENERAL CONDITIONS

- Visually inspect governor linkage and oil level
- Visually inspect guards
- Visually inspect enclosure
- Visually inspect engine and generator mounts
- Verify emergency stop operation

#### TRANSFER SWITCH

- Visually inspect controls and time delay settings
- Verify function of exercise clock and record settings from controller
- Verify remote start control operation
- Record utility / source one voltage

#### AFTERTREATMENT (Upon request)

- Verify DEF level
- Record DPF restriction
- Visually inspect aftertreatment and controls

#### SWITCHGEAR (Upon Request)

- Inspection and Full Service quote available upon request.

## FULL SERVICE

INCLUDES INSPECTION

#### OPERATIONAL & FUNCTIONAL REVIEW OF GENERATOR CRITICAL COMPONENTS

- Inspect engine cooling fan & fan drives for excessive wear or shaft wobble
- Check all pulleys, belt tensioners, slack adjusters & idler pulleys for travel, wear & overall condition
- Inspect / lubricate drive bearings, gear or belt drives, and other shaft connecting hardware

#### LUBRICATION OIL & FILTRATION SERVICE

- Change engine oil
- Change oil, fuel and water filters
- Post lube services operations of genset (unloaded) at rated temperature

\* Additional Charge

Any additional repairs, parts, or service which are required will be brought to the attention of the owner. Repairs will only be made after proper authorization from the owner is given to Cummins. Any additional repairs, maintenance or service performed by Cummins or a Planned Equipment Maintenance Agreement holder will be at current Cummins labor rates.

Arc flash boundary and available incident energy shall be identified and marked on equipment being serviced or maintained.



11/4/2021

CITY OF ZEPHYRHILLS  
39421 SOUTH AVE  
(WATER)  
ZEPHYRHILLS, FL 33542  
RE: Planned Maintenance Proposal

Dear Thomas Shotts,

Cummins Sales and Service is a premier engine and power generation systems provider committed to delivering fast and proven solutions to our customers. We are pleased to offer you a Planned Maintenance Proposal for your review and approval. Due to the critical nature of your standby power system, this Agreement was developed based on your specific needs and equipment to ensure maximum performance and reliability.

#### Benefits of Planned Maintenance

- Improves system reliability.
- Maintenance performed by certified technicians specifically trained in power generation.
- PM customers receive preferred service for unscheduled emergency repairs.
- Creation of a service record for customer equipment.
- Additional maintenance recommendations documented at that time.
- Scheduling managed by Cummins Sales and Service to ensure timely maintenance intervals.
- Eliminates administrative burden, covers equipment from multiple vendors.

Please sign, date and return the enclosed Agreement to our office along with any purchase documentation necessary so we can tend to your servicing needs. Planned Maintenance Agreements are "auto-renewed" annually prior to the end of your agreement. Should you have any questions or require additional information on this or any other subject relating to your equipment, please feel free to contact me. We look forward to the opportunity to earn your trust and business.

Sincerely,

*John Foster*

John Foster  
Planned Maintenance Sales  
Office: (813)664-5845  
Cell: (813) 477-7038  
Email: john.d.foster@cummins.com



Cummins Inc. dba Cummins Sales and Service  
5910 E Hillsborough Avenue  
Tampa, FL 33610  
Phone: (813)626-1101  
Fax: (404) 763-0711

## PLANNED EQUIPMENT MAINTENANCE AGREEMENT

| Customer Address            | Customer Contact                     | Quote Information |             |
|-----------------------------|--------------------------------------|-------------------|-------------|
| CITY OF ZEPHYRHILLS         | Name: Thomas Shotts                  | Quote Date:       | 11/4/2021   |
| 39421 SOUTH AVE             | Phone: (813) 7887093                 | Quote Expires:    | 1/3/2022    |
| (WATER)                     | Cell: 813-714-5470                   | Quote ID:         | QT-13485    |
| ZEPHYRHILLS, FL 33542       | Fax: (813) 7883293                   | Quoted By:        | John Foster |
| Customer #: 358596          | E-mail: tshotts@ci.zephyrhills.fl.us | Quote Term:       | 3 Year      |
| Payment Type: Pay As You Go |                                      |                   |             |

### Site Name:CITY YARD #330207

(39421 South Avenue Zephyrhills FL 33542)

|                      |                       |                      |              |     |            |                |
|----------------------|-----------------------|----------------------|--------------|-----|------------|----------------|
| Unit Name: KOHLER125 | Year                  | Month of 1st Service | Service Type | Qty | Sell Price | Extended Price |
| Make: Kohler         | 1                     | July                 | Inspection   | 1   | \$320.00   | \$320.00       |
| Model: 125REOZJB     | 1                     | January              | Full Service | 1   | \$648.17   | \$648.17       |
| S/N: 2010504         | Year 1 Total:\$968.17 |                      |              |     |            |                |
| Size: 125kW          | 2                     | July                 | Inspection   | 1   | \$320.00   | \$320.00       |
| ATS Qty: 1           | 2                     | January              | Full Service | 1   | \$648.17   | \$648.17       |
| Notes:               | Year 2 Total:\$968.17 |                      |              |     |            |                |
|                      | 3                     | July                 | Inspection   | 1   | \$320.00   | \$320.00       |
|                      | 3                     | January              | Full Service | 1   | \$648.17   | \$648.17       |
|                      | Year 3 Total:\$968.17 |                      |              |     |            |                |

### Site Name:CITY YARD PORTABLE

(39421 South Avenue Zephyrhills FL 33542)

|                             |                         |                      |              |     |            |                |
|-----------------------------|-------------------------|----------------------|--------------|-----|------------|----------------|
| Unit Name:TRADEWINDS280     | Year                    | Month of 1st Service | Service Type | Qty | Sell Price | Extended Price |
| Make: Tradewinds Power Corp | 1                       | July                 | Inspection   | 1   | \$320.00   | \$320.00       |
| Model: 432PSL6210           | 1                       | January              | Full Service | 1   | \$881.56   | \$881.56       |
| S/N: MX202225 1213          | Year 1 Total:\$1,201.56 |                      |              |     |            |                |
| Size: 280kW                 | 2                       | July                 | Inspection   | 1   | \$320.00   | \$320.00       |
| ATS Qty: 0                  | 2                       | January              | Full Service | 1   | \$881.56   | \$881.56       |
| Notes:                      | Year 2 Total:\$1,201.56 |                      |              |     |            |                |
|                             | 3                       | July                 | Inspection   | 1   | \$320.00   | \$320.00       |
|                             | 3                       | January              | Full Service | 1   | \$881.56   | \$881.56       |
|                             | Year 3 Total:\$1,201.56 |                      |              |     |            |                |

### Site Name:TANK SITE #330206

(7291 Dairy Road Zephyrhills FL 33542)

|                   |                       |                      |              |     |            |                |
|-------------------|-----------------------|----------------------|--------------|-----|------------|----------------|
| Unit Name: CAT100 | Year                  | Month of 1st Service | Service Type | Qty | Sell Price | Extended Price |
| Make: Caterpillar | 1                     | July                 | Inspection   | 1   | \$320.00   | \$320.00       |
| Model: SR4        | 1                     | January              | Full Service | 1   | \$648.17   | \$648.17       |
| S/N: 5LF01162     | Year 1 Total:\$968.17 |                      |              |     |            |                |
| Size: 100kW       | 2                     | July                 | Inspection   | 1   | \$320.00   | \$320.00       |
| ATS Qty: 1        |                       |                      |              |     |            |                |
| Notes:            |                       |                      |              |     |            |                |



|                       |         |              |   |          |          |
|-----------------------|---------|--------------|---|----------|----------|
| 2                     | January | Full Service | 1 | \$648.17 | \$648.17 |
| Year 2 Total:\$968.17 |         |              |   |          |          |
| 3                     | July    | Inspection   | 1 | \$320.00 | \$320.00 |
| 3                     | January | Full Service | 1 | \$648.17 | \$648.17 |
| Year 3 Total:\$968.17 |         |              |   |          |          |

#### Site Name:WELL 10 #330204

(8515 23rd Street Zephyrhills FL 33540)

Unit Name: KOHLER125  
 Make: Kohler  
 Model: 362PLS1606-1  
 S/N: MX196642 0713  
 Size: 105kW  
 ATS Qty: 1  
 Notes:

| Year                  | Month of 1st Service | Service Type | Qty | Sell Price | Extended Price |
|-----------------------|----------------------|--------------|-----|------------|----------------|
| 1                     | July                 | Inspection   | 1   | \$320.00   | \$320.00       |
| 1                     | January              | Full Service | 1   | \$648.17   | \$648.17       |
| Year 1 Total:\$968.17 |                      |              |     |            |                |
| 2                     | July                 | Inspection   | 1   | \$320.00   | \$320.00       |
| 2                     | January              | Full Service | 1   | \$648.17   | \$648.17       |
| Year 2 Total:\$968.17 |                      |              |     |            |                |
| 3                     | July                 | Inspection   | 1   | \$320.00   | \$320.00       |
| 3                     | January              | Full Service | 1   | \$648.17   | \$648.17       |
| Year 3 Total:\$968.17 |                      |              |     |            |                |

#### Site Name:WELL 11 (FROM LS #1)

(39311 Richland Road Zephyrhills FL 33542)

Unit Name: GENERAC180  
 Make: Generac  
 Model: 1778890100  
 S/N: 2065093  
 Size: 180kW  
 ATS Qty: 1  
 Notes:

| Year                  | Month of 1st Service | Service Type | Qty | Sell Price | Extended Price |
|-----------------------|----------------------|--------------|-----|------------|----------------|
| 1                     | July                 | Inspection   | 1   | \$320.00   | \$320.00       |
| 1                     | January              | Full Service | 1   | \$648.17   | \$648.17       |
| Year 1 Total:\$968.17 |                      |              |     |            |                |
| 2                     | July                 | Inspection   | 1   | \$320.00   | \$320.00       |
| 2                     | January              | Full Service | 1   | \$648.17   | \$648.17       |
| Year 2 Total:\$968.17 |                      |              |     |            |                |
| 3                     | July                 | Inspection   | 1   | \$320.00   | \$320.00       |
| 3                     | January              | Full Service | 1   | \$648.17   | \$648.17       |
| Year 3 Total:\$968.17 |                      |              |     |            |                |

#### Site Name:WELL 12

(39923 Richland Road Zephyrhills FL 33540)

Unit Name: ONAN150  
 Make: Onan  
 Model: C150D6D  
 S/N: TBD  
 Size: 150kW  
 ATS Qty: 1  
 Notes:

| Year                  | Month of 1st Service | Service Type | Qty | Sell Price | Extended Price |
|-----------------------|----------------------|--------------|-----|------------|----------------|
| 1                     | July                 | Inspection   | 1   | \$320.00   | \$320.00       |
| 1                     | January              | Full Service | 1   | \$648.17   | \$648.17       |
| Year 1 Total:\$968.17 |                      |              |     |            |                |
| 2                     | July                 | Inspection   | 1   | \$320.00   | \$320.00       |
| 2                     | January              | Full Service | 1   | \$648.17   | \$648.17       |
| Year 2 Total:\$968.17 |                      |              |     |            |                |
| 3                     | July                 | Inspection   | 1   | \$320.00   | \$320.00       |
| 3                     | January              | Full Service | 1   | \$648.17   | \$648.17       |
| Year 3 Total:\$968.17 |                      |              |     |            |                |

#### Site Name:WELL 3 #330203

(39106 3rd Avenue Zephyrhills FL 33542)

Unit Name: KOHLER150  
 Make: Kohler  
 Model: 150ROZJ71  
 S/N: 300685  
 Size: 150kW  
 ATS Qty: 1  
 Notes:

| Year                  | Month of 1st Service | Service Type | Qty | Sell Price | Extended Price |
|-----------------------|----------------------|--------------|-----|------------|----------------|
| 1                     | July                 | Inspection   | 1   | \$320.00   | \$320.00       |
| 1                     | January              | Full Service | 1   | \$648.17   | \$648.17       |
| Year 1 Total:\$968.17 |                      |              |     |            |                |
| 2                     | July                 | Inspection   | 1   | \$320.00   | \$320.00       |
| 2                     | January              | Full Service | 1   | \$648.17   | \$648.17       |
| Year 2 Total:\$968.17 |                      |              |     |            |                |
| 3                     | July                 | Inspection   | 1   | \$320.00   | \$320.00       |
| 3                     | January              | Full Service | 1   | \$648.17   | \$648.17       |
| Year 3 Total:\$968.17 |                      |              |     |            |                |

**Site Name:WELL 5 #330205**  
 (31822 Henry Drive Zephyrhills FL 33542)

Unit Name: CAT155  
 Make: Caterpillar  
 Model: SR5  
 S/N: 5DA03342  
 Size: 155kW  
 ATS Qty: 1  
 Notes:

| Year                  | Month of 1st Service | Service Type | Qty | Sell Price | Extended Price |
|-----------------------|----------------------|--------------|-----|------------|----------------|
| 1                     | July                 | Inspection   | 1   | \$320.00   | \$320.00       |
| 1                     | January              | Full Service | 1   | \$648.17   | \$648.17       |
| Year 1 Total:\$968.17 |                      |              |     |            |                |
| 2                     | July                 | Inspection   | 1   | \$320.00   | \$320.00       |
| 2                     | January              | Full Service | 1   | \$648.17   | \$648.17       |
| Year 2 Total:\$968.17 |                      |              |     |            |                |
| 3                     | July                 | Inspection   | 1   | \$320.00   | \$320.00       |
| 3                     | January              | Full Service | 1   | \$648.17   | \$648.17       |
| Year 3 Total:\$968.17 |                      |              |     |            |                |

Year 1 Total:\* \$7,978.75  
 Year 2 Total:\* \$7,978.75  
 Year 3 Total:\* \$7,978.75

**Total Agreement Amount:\*** **\$23,936.25**  
*\*Quote does not include applicable taxes*



Cummins Inc. dba Cummins Sales and Service  
5910 E Hillsborough Avenue  
Tampa, FL 33610  
Phone: (813)626-1101

### PLANNED EQUIPMENT MAINTENANCE AGREEMENT

| Customer Address            | Customer Contact                     | Quote Information |             |
|-----------------------------|--------------------------------------|-------------------|-------------|
| CITY OF ZEPHYRHILLS         | Name: Thomas Shotts                  | Quote Date:       | 11/4/2021   |
| 39421 SOUTH AVE             | Phone: (813) 7887093                 | Quote Expires:    | 1/3/2022    |
| (WATER)                     | Cell: 813-714-5470                   | Quote ID:         | QT-13485    |
| ZEPHYRHILLS, FL 33542       | Fax: (813) 7883293                   | Quoted By:        | John Foster |
| Customer #: 358596          | E-mail: tshotts@ci.zephyrhills.fl.us | Quote Term:       | 3 Year      |
| Payment Type: Pay As You Go |                                      |                   |             |

**Total Agreement Amount:\***

**\$23,936.25**

***\*Quote does not include applicable taxes***

#### Comment:

This proposal covers two (2) service visits annually: one (1) Full Maintenance Service and one (1) Maintenance Inspection. This proposal does not include replacing the Battery, Air Filter or Coolant over 1 gallon. All services are to be performed during normal business hours, unless otherwise specified.

Services to be scheduled as follows: Full Service - January of each year starting in 2022; Inspection - July of each year starting in 2022.

This is a three (3) year proposal which will be automatically renewed unless cancelled by either party. Preventive maintenance customers receive a guaranteed four hour response time 24 hours a day.

**Total Agreement Amount Does Not Include Applicable Taxes. Please call 404-763-0151 or Email Southern.PEM@cummins.com for invoice total prior to sending payment.**

Planned Equipment Maintenance Agreements are designed with an automatic renewal provision. Details of this provision are listed in the "Planned Equipment Maintenance Agreement Terms and Conditions". If you do not wish to participate in the auto renew option, please check the box below to opt out.

☐ Opt out of Automatic Renewal.

**Please return signed agreement to:**  
Cummins Inc. d/b/a Cummins Power South  
5125 Hwy 85  
Atlanta, Ga 30349  
Tel #: 404-763-0151

Email: Southern.PEM@cummins.com

Seller hereby agrees to sell to Buyer, and Buyer hereby agrees to buy from Seller, the foregoing products/services upon the terms and conditions set forth in the "Planned Equipment Maintenance Agreement Terms and Conditions" attached hereto, which are hereby incorporated herein by reference.

**Customer Approval (Quote ID QT-13485)**

**Cummins Inc. dba Cummins Sales and Service Approval**

Signature: \_\_\_\_\_ Signature: \_\_\_\_\_

Date: \_\_\_\_\_ Date: \_\_\_\_\_

## PLANNED MAINTENANCE AGREEMENT TERMS AND CONDITIONS

These Planned Maintenance Agreement Terms and Conditions, together with the Quote on the front side and the Scope of Services, are hereinafter referred to as this "Agreement" and shall constitute the entire agreement between the customer identified in the Quote ("Customer") and Cummins Inc. ("Cummins") and supersede any previous agreement or understanding (oral or written) between the parties with respect to the subject matter of this Agreement. No prior inconsistent course of dealing, course of performance, or usage of trade, if any, constitutes a waiver of or serves to explain or interpret this Agreement. Electronic transactions between Customer and Cummins will be solely governed by this Agreement, and any terms and conditions on Customer's website or other internet site will be null and void and of no legal effect on Cummins. In the event Customer delivers, references, incorporates by reference, or produces any purchase order or document, any terms and conditions related thereto shall be null and void and of no legal effect on Cummins.

**1. SCOPE OF SERVICES; PERFORMANCE OF SERVICES.** Cummins shall perform the maintenance ("Services") on the equipment identified in the Quote ("Equipment") in accordance with the schedule specified in the Quote. The Services include those services defined in the "Service Event" section of the Quote. No additional services or materials are included in this Agreement unless agreed upon by the parties in writing. Unless otherwise indicated in the Quote, Cummins will provide the labor and tools necessary to perform the Services and shall keep Customer's property free from accumulation of waste materials caused by Cummins' operations. Either party may terminate this Agreement with or without cause by providing thirty (30) days written notice to the other.

**2. CUSTOMER OBLIGATIONS.** Customer shall provide Cummins safe access to Customer's site and arrange for all related services and utilities necessary for Cummins to perform the Services. During the performance of the Services, Customer shall fully and completely secure all or any part of any facility where the Equipment is located to remove and mitigate any and all safety issues and risks, including but not limited to facility occupants, customers, invitees, or any third party and or property damage or work interruption arising out of the Services. Customer shall make all necessary arrangement to address and mitigate the consequences of any electrical service interruption which might occur during the Services. **CUSTOMER IS RESPONSIBLE FOR OPERATING AND MAINTAINING THE EQUIPMENT IN ACCORDANCE WITH THE OWNER'S MANUAL FOR THE EQUIPMENT.**

**3. PAYMENT TERMS.** Unless otherwise agreed to by the parties in writing and subject to credit approval by Cummins, payments are due thirty (30) days from the date of the invoice. If Customer does not have approved credit with Cummins, as solely determined by Cummins, payments are due in advance or at the time of supply of the Services. If payment is not received when due, in addition to any rights Cummins may have at law, Cummins may charge Customer eighteen percent (18%) interest annually on late payments, or the maximum amount allowed by law. Customer agrees to pay all Cummins' costs and expenses (including all reasonable attorneys' fees) related to Cummins' enforcement and collection of unpaid invoices, or any other enforcement of this Agreement by Cummins. Unless otherwise stated, the Quote excludes all applicable local, state, or federal sales and/or use or similar taxes which Cummins is required by applicable laws to collect from Customer and shall be stated on the invoice.

**4. DELAYS.** Any performance dates indicated in this Agreement are estimated and not guaranteed. Cummins shall not be liable for any delays in performance however occasioned, including any that result directly or indirectly from acts of Customer or causes beyond Cummins' control, including but not limited to acts of God, accidents, fire, explosions, flood, unusual weather conditions, acts of government authority, or labor disputes. *AS A RESULT OF THE OUTBREAK OF THE DISEASE COVID-19 ARISING FROM THE NOVEL CORONAVIRUS, TEMPORARY DELAYS IN DELIVERY, LABOUR OR SERVICES FROM CUMMINS AND ITS SUB-SUPPLIERS OR SUBCONTRACTORS MAY OCCUR. AMONG OTHER FACTORS, CUMMINS' DELIVERY OBLIGATIONS ARE SUBJECT TO CORRECT AND PUNCTUAL SUPPLY FROM OUR SUB-SUPPLIERS OR SUBCONTRACTORS, AND CUMMINS RESERVES THE RIGHT TO MAKE PARTIAL DELIVERIES OR MODIFY ITS LABOUR OR SERVICE. WHILE CUMMINS SHALL MAKE EVERY COMMERCIAL REASONABLE EFFORT TO MEET THE DELIVERY, SERVICE OR COMPLETION OBLIGATIONS SET FORTH HEREIN, SUCH DATES ARE SUBJECT TO CHANGE.*

**5. WARRANTY.** Cummins shall perform the Services in a reasonable and workmanlike manner. Parts and components supplied under this Agreement are governed by the express written manufacturer's limited warranty. No other warranty for parts or components is provided under this Agreement. All Services shall be free from defects in workmanship for a period of ninety (90) days after completion of Services. In the event of a warrantable defect in workmanship of Services supplied under this Agreement ("Warrantable Defect"), Cummins' obligation shall be solely limited to correcting the Warrantable Defect. Cummins shall correct the Warrantable Defect where (i) such Warrantable Defect becomes apparent to Customer during the warranty period; (ii) Cummins receives written notice of any Warrantable Defect within thirty (30) days following discovery by Customer; and (iii) Cummins has determined that there is a Warrantable Defect. Warrantable Defects remedied under this provision shall be subject to the remaining warranty period of the original warranty of the Services. New parts supplied during the remedy of Warrantable Defects are warranted for the balance of the warranty period still available from the original warranty of such parts. The remedies set forth in this Section 5 shall not be deemed to have failed of their essential purpose so long as Cummins is willing to correct defective Services or refund the purchase price therefor.

**6. LIMITATIONS OF WARRANTIES AND LIABILITY. THE REMEDIES PROVIDED IN THE LIMITED WARRANTY AND THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES AND REMEDIES PROVIDED BY CUMMINS TO THE CUSTOMER UNDER THIS AGREEMENT. EXCEPT AS SET OUT IN THE WARRANTY AND THIS AGREEMENT, AND TO THE EXTENT PERMITTED BY LAW, CUMMINS EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY STATUTORY OR COMMON LAW IMPLIED REPRESENTATIONS, WARRANTIES AND CONDITIONS OF FITNESS FOR A PURPOSE OR MERCHANTABILITY. NOTWITHSTANDING ANY OTHER TERM OF THIS AGREEMENT, IN NO EVENT SHALL CUMMINS, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION DOWNTIME, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, LOSS OF OPPORTUNITY, DAMAGE TO GOODWILL, AND DAMAGES CAUSED BY DELAYS) IN ANY WAY RELATED TO OR ARISING FROM CUMMINS' SUPPLY OF PARTS OR SERVICES UNDER THIS AGREEMENT. IN NO EVENT SHALL CUMMINS' LIABILITY TO CUSTOMER OR ANY THIRD PARTY CLAIMING DIRECTLY THROUGH CUSTOMER OR ON CUSTOMER'S BEHALF UNDER THIS AGREEMENT EXCEED THE TOTAL COST OF PARTS AND SERVICES SUPPLIED BY CUMMINS UNDER THIS AGREEMENT. BY ACCEPTANCE OF THIS AGREEMENT, CUSTOMER ACKNOWLEDGES CUSTOMER'S SOLE REMEDY AGAINST CUMMINS FOR ANY LOSS SHALL BE THE REMEDY PROVIDED HEREIN.**

**7. INDEMNITY.** Customer shall indemnify, defend and hold harmless Cummins from and against any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, brought against or incurred by Cummins related to or arising out of this Agreement or the Services supplied under this Agreement (collectively, the "Claims"), where such Claims were caused or contributed to by, in whole or in part, the acts, omissions, fault or negligence of the Customer. Customer shall present any Claims covered by this indemnity to its insurance carrier unless Cummins directs that the defense will be handled by Cummins' legal counsel at Customer's expense.

**8. CONFIDENTIALITY.** Each party shall keep confidential any information received from the other that is not generally known to the public and at the time of disclosure, would reasonably be understood by the receiving party to be proprietary or confidential, whether disclosed in oral, written, visual, electronic or other form, and which the receiving party (or agents) learns in connection with this Agreement including, but not limited to: (a) business plans, strategies, sales, projects and analyses; (b) financial information, pricing, and fee structures; (c) business processes, methods and models; (d) employee and supplier information; (e) specifications; and (f) the terms and conditions of this Agreement. Each party shall take necessary steps to ensure compliance with this provision by its employees and agents.

**9. GOVERNING LAW.** This Agreement and all matters arising hereunder shall be governed by and construed in accordance with the laws of the State of Indiana without giving effect to any choice or conflict of law provision. The parties agree that the courts of the State of Indiana shall have exclusive jurisdiction to settle any dispute or claim arising in connection with this Agreement.

**10. INSURANCE.** Upon Customer's request, Cummins will provide to Customer a Certificate of Insurance evidencing Cummins' relevant insurance coverage.

**11. ASSIGNMENT.** This Agreement shall be binding on the parties and their successors and assigns. Customer shall not assign this Agreement without the prior written consent of Cummins.

**12. INTELLECTUAL PROPERTY.** Any intellectual property rights created by either party, whether independently or jointly, in the course of the performance of this Agreement or otherwise related to Cummins pre-existing intellectual property or subject matter related thereto, shall be Cummins' property. Customer agrees to assign, and does hereby assign, all right, title, and interest to such intellectual property to Cummins. Any Cummins pre-existing intellectual property shall remain Cummins' property. Nothing in this Agreement shall be deemed to have given Customer a licence or any other rights to use any of the intellectual property rights of Cummins.

**13. MISCELLANEOUS.** Cummins shall be an independent contractor with respect to the Services performed under this Agreement. All notices under this Agreement shall be in writing and be delivered personally, mailed via first class certified or registered mail, or sent by a nationally recognized express courier service to the addresses set forth in the Quote. No amendment of this Agreement shall be valid unless it is in writing and signed by the parties hereto. Failure of either party to require performance by the other party of any provision hereof shall in no way affect the right to require such performance at any time thereafter, nor shall the waiver by a party of a breach of any of the provisions hereof constitute a waiver of any succeeding breach. Any provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms hereof.

**14. ON-CALL SERVICES.** Upon Customer's request, Cummins shall provide on-call services (repair, emergency work or other) on the Equipment ("On-call Services"). Any On-call Services shall be invoiced to the Customer at the Cummins current hour rate (including traveling) and shall be governed by the terms and conditions of this Agreement.

**15. To the extent applicable, this contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The employee notice requirements set forth in 29 CFR Part 471, Appendix A to Subpart A, are hereby incorporated by reference into this contract.**

# Generator

## Planned Equipment Maintenance

### INSPECTION



INTERVALS AVAILABLE: WEEKLY, MONTHLY, QUARTERLY, SEMI-ANNUALLY OR ANNUALLY

#### BATTERIES AND BATTERY CHARGER

- Visually inspect battery terminal connections
- Verify electrolyte level, vent caps of all cells in the starting battery system
- Visually inspect wiring, connections and insulation
- Record battery charging functions
- Record battery information
- Record battery condition test

#### FUEL SYSTEM

- Visually inspect ignition system (Natural Gas and Propane Only)
- Record primary tank fuel level
- Inspect engine fuel system for leaks
- Visually inspect all engine fuel hoses, clamps, pipes, components and fittings
- Visually inspect rupture/ containment basin
- Inspect day tank and controls (if applicable)
- Optional - fuel sample for laboratory analysis\*

#### COOLING SYSTEM

- Record coolant level
- Visually inspect for coolant leaks
- Visually inspect drive belts condition
- Verify for proper coolant heater operation
- Record jacket water temperature
- Visually inspect fan, water pump, drives and pulleys
- Visually inspect all coolant hoses, clamps and connections
- Visually inspect radiator condition
- Visually inspect louver for damage
- Visually inspect fan hub and drive pulley for mechanical damage
- Record freeze point of antifreeze protection
- Record DCA level prior to changing coolant filter
- Optional - Coolant sample for laboratory analysis\*

#### LUBRICATION SYSTEM

- Visually inspect engine oil leaks
- Visually inspect engine oil lines and connections
- Record oil level
- Optional - Oil sample for laboratory analysis\*

#### GENSET CONTROLS AND ACCESSORIES

- Visually inspect all engine mounted wiring, senders and devices
- Visually inspect all control mounted components and wiring
- Verify all connecting plugs are tightened and in a good condition
- Visually inspect all accessory components and wiring
- Visually inspect and test lighting indicators

#### INTAKE AND EXHAUST SYSTEMS

- Visually inspect air filter and housing
- Visually inspect all engine piping and connections
- Record air cleaner restriction
- Visually inspect engine exhaust system for leaks
- Visually inspect rain cap
- Optional – Air filter replacement\*
- Optional - Clean crankcase breather or replace filters\*

#### GENERAL CONDITIONS

- Visually inspect governor linkage and oil level
- Visually inspect guards
- Visually inspect enclosure
- Visually inspect engine and generator mounts
- Verify emergency stop operation

#### TRANSFER SWITCH

- Visually inspect controls and time delay settings
- Verify function of exercise clock and record settings from controller
- Verify remote start control operation
- Record utility / source one voltage

#### AFTERTREATMENT (Upon request)

- Verify DEF level
- Record DPF restriction
- Visually inspect aftertreatment and controls

#### SWITCHGEAR (Upon Request)

- Inspection and Full Service quote available upon request.

## FULL SERVICE

INCLUDES INSPECTION

#### OPERATIONAL & FUNCTIONAL REVIEW OF GENERATOR CRITICAL COMPONENTS

- Inspect engine cooling fan & fan drives for excessive wear or shaft wobble
- Check all pulleys, belt tensioners, slack adjusters & idler pulleys for travel, wear & overall condition
- Inspect / lubricate drive bearings, gear or belt drives, and other shaft connecting hardware

#### LUBRICATION OIL & FILTRATION SERVICE

- Change engine oil
- Change oil, fuel and water filters
- Post lube services operations of genset (unloaded) at rated temperature

\* Additional Charge

Any additional repairs, parts, or service which are required will be brought to the attention of the owner. Repairs will only be made after proper authorization from the owner is given to Cummins. Any additional repairs, maintenance or service performed by Cummins or a Planned Equipment Maintenance Agreement holder will be at current Cummins labor rates.

Arc flash boundary and available incident energy shall be identified and marked on equipment being serviced or maintained.