



**CITY COUNCIL
ZEPHYRHILLS, FLORIDA**

**Monday, June 23, 2025
6:00 PM**

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

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

or dial in using your phone:

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

(Please mute your phone unless you wish to speak on a specific item)

**Zephyrhills
City Hall**

**Council
Chambers**

Call to Order — Council President Charles E. Proctor

Roll Call — City Clerk Ricardo Quiñones

Invocation —

Pledge of Allegiance —

CITIZEN COMMENTS

- 1 Chad Pettinato- Cultivation Discussion - item 3.3

MAYOR

- 1 Swearing in of Officers Adina Burke and Noah Yanzer

1. CONSENT ITEMS

- 1.1 Approval of City Council Meeting Minutes - June 09, 2025
 1. M06.09.2025
- 1.2 ESRI Enterprise Agreement Amendment - **41-23-19**

1. City of Zephyrhills New SGEA Quote 5-22-25
- 1.3 Approval of Midsouth Inc Agreement **25-25-06** - Pasco County RCW Interconnect Project
 1. Agreement No. _ 25-25-06 - Pasco County RCW Interconnect Project - Mi(36454339.1)
 2. Exhibit A - ITB 2025-005 PKG-pasco_county_rcw_interconnect_project(36454342.1)
 3. Exhibit B - Response Summary(36454343.1)
 4. TABULATIONS--Pasco County RCW Interconnect-Simons and Eiland Blvd ((36297928.1)
 5. je recommendation(36297927.1)
- 1.4 Approval of agreement **37-25-08** with Odyssey Manufacturing to furnish and deliver liquid sodium hypochlorite
 1. 37-25-08 Odyssey- 4th Amendment to 11-21-05(36454377.2)
- 1.5 Approval of Utility Service Agreement **45-25-19** for 6720 20th Street Zephyrhills Fl 3354
 1. 45-25-19 for 6720 20th Street Zephyrhills Fl 3354

2. BUSINESS ITEMS

- 2.1 **Rezone Butterfield Properties -**
SECOND READING ORDINANCE NO. 1500-25 " AN ORDINANCE OF THE CITY OF ZEPHYRHILLS, FLORIDA, AMENDING THE OFFICIAL ZONING MAP BY REZONING TWO PARCELS TOTALING APPROXIMATELY 14,545.8 SQUARE FEET (0.33 ACRES), MORE OR LESS, FROM OP (OFFICE PROFESSIONAL) TO R3 (MEDIUM DENSITY RESIDENTIAL), LOCATED AT THE INTERSECTION OF NORTH AVENUE AND 12TH STREET, BEING PARCEL NUMBERS 02-26-21-0050-00000-0010 AND THE SOUTH 44.70 FEET OF PARCEL 02-26-21-0050-00000-0020, IN ZEPHYRHILLS, FLORIDA; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE. "
 - A. Council President opens Public Hearing
 - B. Council President closes Public Hearing
 - C. City Council considers Ordinance No. 1500-25 on the Second Reading
 1. RZ 17-25 Butterfield Properties Staff Report June 23 2025
 2. Ordinance 1500-15 Butterfield Rezoning(36332557.1)
- 2.2 Renewal of Residential Moratorium Twelve (12) Month Extension (July 14, 2025 - July 13, 2026)
First Reading ORDINANCE NO. 1501-25 "AN ORDINANCE OF THE CITY OF ZEPHYRHILLS, FLORIDA ESTABLISHING A NEW TEMPORARY MORATORIUM ON THE CONSIDERATION OF NEW RESIDENTIAL APPLICATIONS FOR ANNEXATIONS, LAND USE MODIFICATIONS, REZONING, MAJOR PLANNED UNIT DEVELOPMENT AMENDMENTS, CONDITIONAL USES, OR VARIANCES FOR PROPERTY OVER ONE ACRE, NOT TO EXCEED TWELVE (12) MONTHS, PROVIDING FOR CONFLICTS, EXEMPTIONS, SEVERABILITY, EXPIRATION AND AN EFFECTIVE DATE."
 - A. City Council considers Ordinance No. 1501-25 on the First Reading

1. Ordinance 1501-25 - Residential Moratorium 12 Month Extension
- 2.3 Renewal of MMTC Moratorium - (July 23, 2025 - July 22, 2026)
First Reading **ORDINANCE NO. 1502-25 "AN ORDINANCE OF THE CITY OF ZEPHYRHILLS, FLORIDA ESTABLISHING A NEW TEMPORARY MORATORIUM ON THE OPENING OF ANY NEW MEDICAL MARIJUANA TREATMENT CENTERS NOT TO EXCEED TWELVE (12) MONTHS; ADOPTING FINDINGS OF FACT; PROVIDING DEFINITIONS; IMPOSING A MEDICAL MARIJUANA TREATMENT CENTERS; SEVERABILITY, REPEALER, AND AN EFFECTIVE DATE. "**
 - A. City Council considers Ordinance No. 1502-25 on the First Reading
 1. Ordinance 1502-25 Medical Marijuana Treatment Centers Moratorium Ex(36454429.1)

3. FINANCE DIRECTOR'S REPORT

- 3.1 Travel Per Diem Policy
 1. SKM_C650i25061711480
- 3.2 Budget Adjustment and Increase Carlisle Thompson Authority from \$100,000 to \$175,000
 1. Carlisle Thompson FEMA Grant Management Services Additional Funding Request 6-6-25
 2. Agreement to Piggyback - Carlisle Thompson_ LLC - FEMA Reimbursement Consultant(31687151.1)
- 3.3 Appointment of the Audit Selection Committee

4. CITY MANAGER'S REPORT

MAYOR ANNOUNCEMENTS

CITY MANAGER ANNOUNCEMENTS

CITY ATTORNEY ANNOUNCEMENTS

CITY COUNCIL COMMENTS

5. NOTED ITEMS

ADJOURN

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

CITIZEN COMMENTS 1

Chad Pettinato- Cultivation Discussion - item 3.3

Issue:

Background:

Attachment(s):

None

Fiscal Impact:

Staff Recommendation:

CONSENT ITEMS 1.1

Approval of City Council Meeting Minutes - June 09, 2025

Issue:

The City of Zephyrhills City Council held a regular meeting on June 09, 2025.

Background:

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

Attachment(s):

1. M06.09.2025

Fiscal Impact:

N/A

Staff Recommendation:

Staff Recommends approval.

REGULAR CITY COUNCIL MEETING

A Regular City Council Meeting was held on June 9, 2025 at 6:00 PM in the Council Chambers of City Hall and Via GoToMeeting (646) 749-3122 - Access Code: 855-960-693. Council President Charles E. Proctor called the meeting to order at 6:00 PM

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

Staff present: Chief of Police Derek Brewer, Public Works Director Shane LeBlanc, Planning Director Todd Vande Berg, Utilities Director John Bostic III, CRA Director Gail Hamilton, IT Director Mike Panak, Airport Manager Nathan Coleman, Building Official Calvin Switzer, Principal Planner Rodney Corriveau, GIS/Community Planner Tommy-Lee Hunt, Water Treatment Plant Operator A Eric Martin, Assistance City Clerk Eileen Mercado and City Clerk Ricardo Quiñones. Public Information Officer Keivn Weiss attended virtually.

The Invocation was led by Pastor Fran Stubbs, Oasis Church
The Pledge of Allegiance followed.

CITIZEN COMMENTS

Francesca Stubbs - 6440 12th Street - spoke from the floor.

Ms. Stubbs spoke on behalf of Oasis Community Outreach and Cafe asked Council for financial assistance. Oasis has seen a surge of families in need with small children. The current donations they receive are insufficient and Oasis was not selected for a Pasco Community Development Grant due to limited funds.

Council asked if Oasis was working with CHIPZ organization as the idea was to bring different groups together. Ms. Stubbs confirmed that they have partnered together but CHIPZ does not provide assistance for children.

Council President Proctor asked City Manager Poe to look at the budget and see if there is any way the City can help Oasis.

MAYOR

Mayor Monson asked Council to add an emergency item to the agenda.

Lance Smith motioned to approve adding the Mayor's emergency item. Seconded by Steven Spina. Motion Passed, 4-0.

*** *Mayor's Emergency Item ***

CRA Director Gail Hamilton asked Council to approve the purchase of property on 4th Street and 5th Avenue without appraisal. Per City policy, if the purchase price is below \$80,000 Council may vote to waive the appraisal.

Discussion followed, noting the CRA has \$300,000 approved for the purchase of land. At this time there are no plans for this property, but the purchase would be for future use. The price of the land was negotiated from \$89,500 to \$79,999.99 to meet this threshold.

Steven Spina motioned to purchase this property for \$79,999.99 and bypass the appraisal process. Seconded by Kenneth Burgess. Motion Passed, 4-0.

1. City Manager Review

Mayor Monson informed Council of the annual City Manager evaluation. She asked Council to return a filled-out evaluation form to her by July so she can review and bring the results back in an August meeting.

1. CONSENT ITEMS

*****Councilman Spina pulled items for discussion - 1.10, 1.12, 1.13***

*****Councilman Smith pulled item for discussion - 1.5***

- 1.1 Approval of City Council Meeting Minutes - May 12, 2025
- 1.2 Request approval to purchase a Chevy 3500 Utility Vehicle
- 1.3 Request Council's Approval and Signature Upon the Close Out Document for the Advanced WW Treatment Upgrade FDEP SRF Loan WW510531 - 64-20-01
- 1.4 Approval of Agreement 37-25-07 - R&M Services - Hydrant Maintenance
- 1.6 Approval of Utility Service Agreement No. 45-25-15 - 9011 Fairway Loop Dade City FL 33525
- 1.7 Approval of Utility Service Agreement No. 45-25-16 for 4356 6th Street, Zephyrhills FL 33542
- 1.8 Approval of Utility Service Agreement No. 45-25-17 for 38310 Jendral Avenue Zephyrhills FL 33542
- 1.9 Approval of Task Assignment JE 25-07, CityWorks and Tyler Enterprise ERP Integration
- 1.11 Award of Bid to Hubbard Construction Company

Lance Smith motioned to approve the remaining consent items - 1.1, 1.2, 1.3, 1.4, 1.6, 1.7, 1.8, 1.9. Seconded by Steven Spina. Motion Passed, 4-0.

- 1.5 Approval of Utility Services Agreement No. 45-25-14 - Gagne Property

Council asked if the City is guaranteeing to provide water to this developer. City Manager Poe said the water was already promised through a previous agreement. Upon inspection, it was determined that three of the five sections had properly sized lines. The agreement is being modified to remove the upsizing requirement for those lines and reduce the credit number.

Lance Smith motioned to approve Utility Services Agreement No. 45-25-14. Seconded by Steven Spina. Motion Passed, 4-0.

- 1.10 Award of bid No. 26110-052-01 Pasco County RCW Interconnect Project

Council asked Staff where and how the reclaimed water line will tie into the County.

Staff responded, the County runs a line from their plant to the Silverado Golf course. The City will extend the line, run it west along Eiland Blvd, then north on Simmons Rd. This will be tied into Silver Oaks Cottages and Abbot Square, adding 800-900 units. Pasco County can still pump to Silverado golf course if needed.

Council asked the reason for connecting to Pasco County.

Staff responded, the City can send reclaimed water to Pasco if necessary, based on our needs, but the City is not obligated. This will typically be done during wet weather events.

It was noted that this is solely referring to reclaimed water and not potable water.

Steven Spina motioned to approve item 1.10. Seconded by Lance Smith. Motion Passed, 4-0.

- 1.12 Award of RFP #2025-004, General Construction, to Four (4) Contractors

Council asked for clarity on this item. City Manager Poe explained that items 1.12 and 1.13 were constructed in an effort to speed up the process of completing projects. By pre-qualifying the contractors Staff hope to pull bids and move forward more quickly when projects arise.

Council asked what projects staff had in mind to use this new process on and would they still come before Council. Staff said there were no projects at this time. The City Manager has the authority to approve projects up to \$50,000 and would bring them to the next meeting as noted items.

Councilman Spina stated that complex items like this should not be on the consent agenda as they should be discussed, so Council is aware.

Steven Spina motioned to approve item 1.12. Seconded by Kenneth Burgess. Motion Passed, 4-0.

1.13 Award of RFP #2025-004, Construction Manager at Risk (CMAR), to Four (4) Contractors

City Manager Poe explained this item is to pre-qualify a pool of Construction Managers at Risk for projects with an estimated \$2M design and \$7M estimated cost. This pre-qualification is not project specific, but an example would be work needed for the Clock Plaza. City Attorney Manager clarified that Staff would decide which CMAR would be best suited for the project.

Discussion followed.

CRA Director Gail Hamilton stated that this process will help move projects along faster.

Steven Spina motioned to approve item 1.13. Seconded by Kenneth Burgess. Motion Passed, 4-0.

2. PLANNING DIRECTOR'S REPORT

2.1 CCC Property Holdings LLC. Chancey Road - Annex, FLU, Rezone

GIS/Community Planner Tommy-Lee Hunt presented the Annex, Future Land Use and Rezone proposal of the applicant. The applicant is seeking a change to Industrial and Light Industrial by City standards. The applicant is anticipating an office and 54,000 sq ft warehouse facility potentially creating jobs for the City. Site Plan Review and Planning Commission recommend approval.

Ryan Manasse of Johnson Pope - 400 Ashley Drive - The applicant's representative said they are early in the process and at this time, they are unable to comment on the number of jobs this warehouse could bring.

Lance Smith motioned to approve item 2.1. Seconded by Steven Spina. Motion Passed, 4-0.

2.2 Tree Ordinance - Planning Report

Planning Director Todd Vande Berg provided an update on the City's Tree Ordinance revisions. He noted that staff opted to conduct research internally, avoiding consultant fees, and requested Council feedback before drafting the ordinance with the City Attorney. Mr. Vande Berg presented planning items modeled after Safety Harbor's Tree Ordinance:

****Tree Removal Permit:** Council supported the creation of a permit and emphasized the importance of public education on tree care and removal. City Manager Poe reminded Council of Florida Statute 163.045, which permits the removal of dangerous, diseased, or dying trees.

***Regulating Tree Removal in Development:** Council agreed on the need for clearer guidelines limiting how many trees developers can remove and encouraged preservation of native species. *

***Enforcement:** Council favored using Safety Harbor's enforcement language as a model. Mayor Monson proposed extending the landscape maintenance requirement for developers to two years.

Council also suggested collaborating with the CRA arborist for prequalification assessments. It was noted that the proposed tree removal permit would apply only to trees with a Diameter at Breast Height (DBH) greater than six inches. Additionally

3. BUSINESS ITEMS

3.1 Rezone Butterfield Properties - FIRST READING

ORDINANCE NO. 1500-25 " AN ORDINANCE OF THE CITY OF ZEPHYRHILLS, FLORIDA, AMENDING THE OFFICIAL ZONING MAP BY REZONING TWO PARCELS TOTALING APPROXIMATELY 14,545.8 SQUARE FEET (0.33 ACRES), MORE OR LESS, FROM OP (OFFICE PROFESSIONAL) TO R3 (MEDIUM DENSITY RESIDENTIAL), LOCATED AT THE INTERSECTION OF NORTH AVENUE AND 12TH STREET, BEING PARCEL NUMBERS 02-26-21-0050-00000-0010 AND THE SOUTH 44.70 FEET OF PARCEL 02-26-21-0050-00000-0020, IN ZEPHYRHILLS, FLORIDA; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE. "

A. Council President opens Public Hearing

B. Council President closes Public Hearing

C. City Council considers Ordinance No. 1500-25 on the First Reading

City Attorney Matthew Maggard read Ordinance No. 1500-25 by title, and the Council President opened the public hearing.

Principal Planner Rodney Corriveau explained the property was previously zoned R4, then rezoned to OP, and the owner now plans to develop single-family homes. Though located in a high traffic area, residential use is expected to reduce traffic impact, and the entrance will be set back for safety.

City Manager Poe read Councilwoman Wilkerson's statement opposing the rezoning.

Matt Holbert - 39140 11th Avenue - representing the property owner, stated the owner controls five surrounding parcels and referenced Ordinance 597-92, confirming the property is zoned OP. Homes would be set back at least 35 feet from the stop line.

The Council President then closed the public hearing.

Lance Smith motioned to approve Ordinance No. 1500-25 on the First Reading. Seconded by Kenneth Burgess. Motion Passed, 4-0.

4. CITY MANAGER'S REPORT

4.1 Utility Services Agreement 45-25-18 Evans/Orsi

City Manager Poe reported that to support future residential and commercial growth, the City has reached an agreement with Evans/Orsi landowners and associated developers to obtain additional water capacity. In exchange for providing utility services to a nearly 900-acre development, the City will receive access to the excess permitted water capacity from four on-site wells. The agreement outlines mutual responsibilities regarding water use, utility connections, system integration, and regulatory compliance, ensuring long-term water supply and infrastructure coordination. The landowner has permitted water capacity of 790K gal. per day, the City will allocate 650K gal per day for their use and have access to the remaining 140K gal. per day.

Discussion followed, noting that the landowner considers this a long-term development plan. There is no mandatory annexation included in the agreement, but the City has the right to ask the developer and the additional capacity will aid the City in its desired Water Use Permit capacity with SWFWMD.

City Attorney Matthew Maggard explained that the City's Water Use Permit with SWFWNID will require proof of demand on January 1st every five years. Lack of demand could lower the permitted capacity. Mr. Maggard continued that the developer does not have plans for much of the land at this time. If the City annexed the land sooner, Council would have a say in the development.

Steven Spina motioned to approve Utility Service Agreement 45-25-18. Seconded by Lance Smith. Motion Passed, 4-0.

4.2 Chicken Ordinance

City Manager Poe read the language for the proposed Ordinance to allow City Resident so maintain chickens on their property. The Ordinance would require the City residents to obtain a permit at no cost, attesting that the resident has read and understood the rules. Council asked for the penalty schedule to be moved up. The proposed schedule gives three strikes, then a fine and removal of chickens. Council proposed a warning, then a fine, then removal of chickens.

Discussion followed regarding Staffs ability to check behind fences and on properties to ensure compliance.

Building Official Calvin Switzer explained that Code Enforcement does not legally have the right to enter properties without permission from the owner. Staff would need to be able to see issues from public property.

Mr. Poe read Councilwoman Wilkeson's comments stating that she was in favor of a chicken ordinance but asked if Staff had sought public input on the proposed rules. Mr. Poe responded that public input was not sought in the proposed rules but the first and second readings of a future ordinance will be advertised and the public will be able to comment during the meetings.

Discussion followed regarding how to get the word out to the public if the Ordinance passes.
Council gave consensus for Staff to create an Ordinance.

4.3 City Entrance Signage

CRA Director Gail Hamilton presented before Council two options for the entrance signs to the North and South of the City.

Ms. Hamilton asked for consensus on the preferred text for the signs:

A) Welcome to Zephyrhills or B) Welcome to the City of Zephyrhills.

Discussion followed. Council asked if the signs could read "City of Zephyrhills"
Staff will come back with a final image for Council to review.

MAYOR ANNOUNCEMENTS

Mayor Monson thanked Public Works Director Shane LeBlanc for assisting a group of young people to find a project to work on in the City. The youth researched names on headstones in the Oakside Cemetery and posted videos on social media sharing what they learned.

CITY MANAGER ANNOUNCEMENTS

City Manager Poe reported that a P.O. was signed for Zephyr Lake torpedo grass removal. Additionally he met with financial advisor Jeff Larson to discuss loan or bond options for City Yard

and Zephyr Park projects; item will return to Council in July. City Manager will be at PRM conference June 11—13.

CITY ATTORNEY ANNOUNCEMENTS -NONE.

CITY COUNCIL COMMENTS

Kenneth Burgess Expressed appreciation that the City waited to complete the signage project until after the logo update.

Steven Spina Inquired about the budget process timeline. Staff confirmed department budgets are due by June 20 for the City Manager's review, with a possible workshop on July 14. Noted that county property values increased by about 11%.

Lance Smith — Complimented the new Council dais and acknowledged the lengthy process on the water agreement and thanked Amber from SWFWMD for her contributions. Announced the passing of Otis Barrentine at age of 99 years and 6 months.

Charles Proctor — Thanked Todd Vande Berg for his work on the Tree Ordinance and Gail Hamilton for her efforts on the City signage project.

5. NOTED ITEMS

- 5.1 Jones Edmunds TA JE 25-08 Generator Grant Design Assistance
- 5.2 Task Assignment 25-05 for Jones Edmunds GIS Data Update Support
- 5.3 Task Assignment JE 25-06 CityWorks and ArcGIS Enterprise Support
- 5.4 Memorandum of Agreement - 287(g) Task Force Model Between United States Immigration and Customs Enforcement (ICE) and the Zephyrhills Police Department (ZPD)
- 5.5 Data Sharing Authorization - Peregrine Technologies Zephyrhills Police Department (ZPD)
- 5.6 ClearGov - 37-22-18 - 3 Year Renewal

ADJOURN 8:30 PM

Submitted by Ricardo Quiñones

CONSENT ITEMS 1.2

ESRI Enterprise Agreement Amendment - 41-23-19

Issue:

This is a proposal from ESRI that City of Zephyrhills upgrade to the new Small Government Enterprise Agreement to take advantage of the new features included in ArcGIS Online User Types. This includes ArcGIS Urban which will be included in the Professional Plus User Type after June's ArcGIS Online Update. This upgrade would not come at any extra cost and could create savings on your current ArcGIS Urban that is currently licensed separately. Last year, the city purchased (2) ArcGIS Urban seats for a total of \$3,300/year. Now that Urban will be included with the Professional Plus, and Professional Plus will be included in the new EA, it can be included when you upgrade either this year or next. Here is a breakdown:

Current SGEA (Renewed in 2023)

Year 1	10/4/2023-10/3/2024	\$28,400	Processed
Year 2	10/4/2024-10/3/2025	\$28,400	Processed
Year 3	10/4/2025-10/3/2026	\$28,400	Due Oct 2025

Upcoming Renewal in 2026 (Scheduled 2026 pricing)

Year 1	10/4/2026-10/3/2027	\$31,200	Due Oct 2026
Year 2	10/4/2027-10/3/2028	\$31,200	Due Oct 2027
Year 3	10/4/2028-10/3/2029	\$31,200	Due Oct 2028

Upgrade to the new SGEA Early (2025 pricing applied to new Years 2 & 3)

Year 1	10/4/2025-10/3/2026	\$28,400	Due Oct 2025
Year 2	10/4/2026-10/3/2027	\$30,200	Due Oct 2026
Year 3	10/4/2027-10/3/2028	\$30,200	Due Oct 2027

Please see the attached quotation from ESRI. A signed quote is needed to initiate this change. As noted above, there would be no additional cost this year as our current contract pricing would be honored with the early upgrade. The subsequent years' annual fee would be invoice prior to the renewal dates of each year.

Background:

Attachment(s):

1. City of Zephyrhills New SGEA Quote 5-22-25

Fiscal Impact:

Annual cost will be \$30,200.

Staff Recommendation:

Staff recommends approval of the amendment to agreement 41-23-19.



Quotation # Q-549155

Date: May 22, 2025

Customer # 14620 Contract #

City of Zephyrhills
City Hall Offices
5335 8th St
Zephyrhills, FL 33542-4312

ATTENTION: Michael Panak
PHONE: (813) 780-0046
EMAIL: mpanak@ci.zephyrhills.fl.us

Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 5/22/2025 To: 8/20/2025

Material	Qty	Term	Unit Price	Total
193204	1	Year 1	\$28,400.00	\$28,400.00
Populations of 0 to 25,000 Small Government Enterprise Agreement Annual Subscription				
193204	1	Year 2	\$30,200.00	\$30,200.00
Populations of 0 to 25,000 Small Government Enterprise Agreement Annual Subscription				
193204	1	Year 3	\$30,200.00	\$30,200.00
Populations of 0 to 25,000 Small Government Enterprise Agreement Annual Subscription				
Subtotal:				\$88,800.00
Sales Tax:				\$0.00
Estimated Shipping and Handling (2 Day Delivery):				\$0.00
Contract Price Adjust:				\$0.00
Total:				\$88,800.00

Upon acceptance of the offer, City of Zephyrhills agrees to commit to the three-year term. Esri will invoice City of Zephyrhills for the annual fee in advance of each renewal year. Invoices are to be paid within thirty (30) days of receipt of the invoice.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact: Zach Hernandez	Email: zhernandez@esri.com	Phone: 909-369-4654 x4654
The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf , and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at https://go.esri.com/MAPS apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, Esri may invoice at least 30 days in advance of each anniversary date without the issuance of a Purchase Order, and Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at https://www.esri.com/en-us/legal/terms/state-supplemental apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.		

Esri Use Only:

Cust. Name _____
 Cust. # _____
 PO # _____
 Esri Agreement # _____



SMALL ENTERPRISE AGREEMENT COUNTY AND MUNICIPALITY GOVERNMENT (E214-1)

This Agreement is by and between the organization identified in the Quotation (“**Customer**”) and **Environmental Systems Research Institute, Inc. (“Esri”)**.

This Agreement sets forth the terms for Customer’s use of Products and incorporates by reference (i) the Quotation and (ii) the Master Agreement. Should there be any conflict between the terms and conditions of the documents that comprise this Agreement, the order of precedence for the documents shall be as follows: (i) the Quotation, (ii) this Agreement, and (iii) the Master Agreement. This Agreement shall be governed by and construed in accordance with the laws of the state in which Customer is located without reference to conflict of laws principles, and the United States of America federal law shall govern in matters of intellectual property. The modifications and additional rights granted in this Agreement apply only to the Products listed in Table A.

Table A
List of Products

Uncapped Quantities (annual subscription)

ArcGIS Enterprise Software and Extensions ArcGIS Enterprise (Advanced and Standard) ArcGIS Monitor ArcGIS Enterprise Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Data Reviewer	ArcGIS Enterprise Additional Capability Servers ArcGIS Image Server ArcGIS Online User Types ArcGIS Online Viewer User Type ArcGIS Enterprise User Types ArcGIS Enterprise Viewer User Type
---	---

Capped Quantities (annual subscription)

ArcGIS Online User Types		ArcGIS Enterprise User Types	
ArcGIS Online Contributor User Type	5	ArcGIS Enterprise Contributor User Type	5
ArcGIS Online Mobile Worker User Type	25	ArcGIS Enterprise Mobile Worker User Type	25
ArcGIS Online Creator User Type	25	ArcGIS Enterprise Creator User Type	25
ArcGIS Online Professional User Type	5	ArcGIS Enterprise Professional User Type	5
ArcGIS Online Professional Plus User Type	5	ArcGIS Enterprise Professional Plus User Type	5
ArcGIS Pro (Add-on Apps) for ArcGIS Online Creator or Professional User Type		ArcGIS Pro (Add-on Apps) for ArcGIS Enterprise Creator or Professional User Type	
ArcGIS 3D Analyst, ArcGIS Data Reviewer, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Publisher, ArcGIS Spatial Analyst, ArcGIS Workflow Manager, ArcGIS Image Analyst	5 each	ArcGIS 3D Analyst, ArcGIS Data Reviewer, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Publisher, ArcGIS Spatial Analyst, ArcGIS Workflow Manager, ArcGIS Image Analyst	5 each
ArcGIS Online Apps and Other		ArcGIS Enterprise Apps and Other	
ArcGIS Location Sharing for ArcGIS Online	5	ArcGIS Location Sharing for ArcGIS Enterprise	5
ArcGIS Online Service Credits	15,000	ArcGIS Advanced Editing User Type Extension for ArcGIS Enterprise	5

Other Benefits

Number of Esri User Conference registrations provided annually	2
Number of Tier 1 Help Desk individuals authorized to call Esri	2
Five percent (5%) discount on all individual commercially available instructor-led training classes at Esri facilities purchased outside this Agreement	

Customer may accept this Agreement by signing and returning the whole Agreement with (i) the Quotation attached, (ii) a purchase order, or (iii) another document that matches the Quotation and references this Agreement (“**Ordering Document**”). **ADDITIONAL OR CONFLICTING TERMS IN CUSTOMER’S PURCHASE ORDER OR OTHER DOCUMENT WILL NOT APPLY, AND THE TERMS OF THIS AGREEMENT WILL GOVERN.** This Agreement is effective as of the date of Esri’s receipt of an Ordering Document, unless otherwise agreed to by the parties (“**Effective Date**”).

Term of Agreement: Three (3) years

This Agreement supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to the licensing of the Products. Except as provided in Article 4—Product Updates, no modifications can be made to this Agreement.

Accepted and Agreed:

(Customer)

By: _____
Authorized Signature

Printed Name: _____

Title: _____

Date: _____

CUSTOMER CONTACT INFORMATION

Contact: _____

Telephone: _____

Address: _____

Fax: _____

City, State, Postal Code: _____

E-mail: _____

Country: _____

Quotation Number (if applicable): _____

1.0—ADDITIONAL DEFINITIONS

In addition to the definitions provided in the Master Agreement, the following definitions apply to this Agreement:

“Case” means a failure of the Software or Online Services to operate according to the Documentation where such failure substantially impacts operational or functional performance.

“Deploy”, “Deployed” and “Deployment” mean to redistribute and install the Products and related Authorization Codes within Customer’s organization(s).

“Fee” means the fee set forth in the Quotation.

“Maintenance” means Tier 2 Support, Product updates, and Product patches provided to Customer during the Term of Agreement.

“Master Agreement” means the applicable master agreement for Esri Products incorporated by this reference that is (i) found at <https://www.esri.com/en-us/legal/terms/full-master-agreement> and available in the installation process requiring acceptance by electronic acknowledgment or (ii) a signed Esri master agreement or license agreement that supersedes such electronically acknowledged master agreement.

“Product(s)” means the products identified in Table A—List of Products and any updates to the list Esri provides in writing.

“Quotation” means the offer letter and quotation provided separately to Customer.

“Technical Support” means the technical assistance for attempting resolution of a reported Case through error correction, patches, hot fixes, workarounds, replacement deliveries, or any other type of Product corrections or modifications.

“Tier 1 Help Desk” means Customer’s point of contact(s) to provide all Tier 1 Support within Customer’s organization(s).

“Tier 1 Support” means the Technical Support provided by the Tier 1 Help Desk.

“Tier 2 Support” means the Esri Technical Support provided to the Tier 1 Help Desk when a Case cannot be resolved through Tier 1 Support.

2.0—ADDITIONAL GRANT OF LICENSE

2.1 Grant of License. Subject to the terms and conditions of this Agreement, Esri grants to Customer a personal, nonexclusive, nontransferable license solely to use, copy, and Deploy quantities of the Products listed in Table A—List of Products for the Term of Agreement (i) for the applicable Fee and (ii) in accordance with the Master Agreement.

2.2 Consultant Access. Esri grants Customer the right to permit Customer’s consultants or contractors to use the Products exclusively for Customer’s benefit. Customer will be solely responsible for compliance by consultants and contractors with this Agreement and will ensure that the consultant or contractor discontinues use of Products upon completion of work for Customer. Access to or use of Products by consultants or contractors not exclusively for Customer’s benefit is prohibited. Customer may not permit its consultants or contractors to install Software or Data on consultant, contractor, or third-party computers or remove Software or Data from Customer locations, except for the purpose of hosting the Software or Data on Contractor servers for the benefit of Customer.

3.0—TERM, TERMINATION, AND EXPIRATION

3.1 Term. This Agreement and all licenses hereunder will commence on the Effective Date and continue for the duration identified in the Term of Agreement, unless this Agreement is terminated earlier as provided herein. Customer is only authorized to use Products during the Term of Agreement. For an Agreement with a limited term, Esri does not grant Customer an indefinite or a perpetual license to Products.

3.2 No Use upon Agreement Expiration or Termination. All Product licenses, all Maintenance, and Esri User Conference registrations terminate upon expiration or termination of this Agreement.

3.3 Termination for a Material Breach. Either party may terminate this Agreement for a material breach by the other party. The breaching party will have thirty (30) days from the date of written notice to cure any material breach.

3.4 Termination for Lack of Funds. For an Agreement with government or government-

owned entities, either party may terminate this Agreement before any subsequent year if Customer is unable to secure funding through the legislative or governing body's approval process.

3.5 Follow-on Term. If the parties enter into another agreement substantially similar to this Agreement for an additional term, the effective date of the follow-on agreement will be the day after the expiration date of this Agreement.

4.0—PRODUCT UPDATES

4.1 Future Updates. Esri reserves the right to update the list of Products in Table A—List of Products by providing written notice to Customer. Customer may continue to use all Products that have been Deployed, but support and upgrades for deleted items may not be available. As new Products are incorporated into the standard program, they will be offered to Customer via written notice for incorporation into the Products schedule at no additional charge. Customer's use of new or updated Products requires Customer to adhere to applicable additional or revised terms and conditions in the Master Agreement.

4.2 Product Life Cycle. During the Term of Agreement, some Products may be retired or may no longer be available to Deploy in the identified quantities. Maintenance will be subject to the individual Product Life Cycle Support Status and Product Life Cycle Support Policy, which can be found at <https://support.esri.com/en/other-resources/product-life-cycle>. Updates for Products in the mature and retired phases may not be available. Customer may continue to use Products already Deployed, but Customer will not be able to Deploy retired Products.

5.0—MAINTENANCE

The Fee includes standard maintenance benefits during the Term of Agreement as specified in the most current applicable Esri Maintenance and Support Program document (found at <https://www.esri.com/en-us/legal/terms/maintenance>). At Esri's sole discretion, Esri may make patches, hot fixes, or updates available for download. No Software other

than the defined Products will receive Maintenance. Customer may acquire maintenance for other Software outside this Agreement.

a. Tier 1 Support

1. Customer will provide Tier 1 Support through the Tier 1 Help Desk to all Customer's authorized users.
2. The Tier 1 Help Desk will be fully trained in the Products.
3. At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.
4. The Tier 1 Help Desk will be the initial point of contact for all questions and reporting of a Case. The Tier 1 Help Desk will obtain a full description of each reported Case and the system configuration from the user. This may include obtaining any customizations, code samples, or data involved in the Case.
5. If the Tier 1 Help Desk cannot resolve the Case, an authorized Tier 1 Help Desk individual may contact Tier 2 Support. The Tier 1 Help Desk will provide support in such a way as to minimize repeat calls and make solutions to problems available to Customer's organization.
6. Tier 1 Help Desk individuals are the only individuals authorized to contact Tier 2 Support. Customer may change the Tier 1 Help Desk individuals by written notice to Esri.

b. Tier 2 Support

1. Tier 2 Support will log the calls received from Tier 1 Help Desk.
2. Tier 2 Support will review all information collected by and received from the Tier 1 Help Desk including preliminary documented troubleshooting provided by the Tier 1 Help Desk when Tier 2 Support is required.
3. Tier 2 Support may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to

supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.

4. Tier 2 Support will attempt to resolve the Case submitted by Tier 1 Help Desk.
5. When the Case is resolved, Tier 2 Support will communicate the information to Tier 1 Help Desk, and Tier 1 Help Desk will disseminate the resolution to the user(s).

6.0—ENDORSEMENT AND PUBLICITY

This Agreement will not be construed or interpreted as an exclusive dealings agreement or Customer's endorsement of Products. Either party may publicize the existence of this Agreement.

7.0—ADMINISTRATIVE REQUIREMENTS

7.1 OEM Licenses. Under Esri's OEM or Solution OEM programs, OEM partners are authorized to embed or bundle portions of Esri products and services with their application or service. OEM partners' business model, licensing terms and conditions, and pricing are independent of this Agreement. Customer will not seek any discount from the OEM partner or Esri based on the availability of Products under this Agreement. Customer will not decouple Esri products or services from the OEM partners' application or service.

7.2 Annual Report of Deployments. At each anniversary date and ninety (90) calendar days prior to the expiration of this Agreement, Customer will provide Esri with a written report detailing all Deployments. Upon request, Customer will provide records sufficient to verify the accuracy of the annual report.

8.0—ORDERING, ADMINISTRATIVE PROCEDURES, DELIVERY, AND DEPLOYMENT

8.1 Orders, Delivery, and Deployment

- a. Upon the Effective Date, Esri will invoice Customer and provide Authorization Codes to activate the nondestructive copy protection program that enables Customer to download,

operate, or allow access to the Products. If this is a multi-year Agreement, Esri may invoice the Fee up to thirty (30) calendar days before the annual anniversary date for each year.

- b. Undisputed invoices will be due and payable within thirty (30) calendar days from the date of invoice. Esri reserves the right to suspend Customer's access to and use of Products if Customer fails to pay any undisputed amount owed on or before its due date. Esri may charge Customer interest at a monthly rate equal to the lesser of one percent (1.0%) per month or the maximum rate permitted by applicable law on any overdue fees plus all expenses of collection for any overdue balance that remains unpaid ten (10) days after Esri has notified Customer of the past-due balance.

- c. Esri's federal ID number is 95-2775-732.

- d. If requested, Esri will ship backup media to the ship-to address identified on the Ordering Document, FOB Destination, with shipping charges prepaid. Customer acknowledges that should sales or use taxes become due as a result of any shipments of tangible media, Esri has a right to invoice and Customer will pay any such sales or use tax associated with the receipt of tangible media.

8.2 Order Requirements. Esri does not require Customer to issue a purchase order. Customer may submit a purchase order in accordance with its own process requirements, provided that if Customer issues a purchase order, Customer will submit its initial purchase order on the Effective Date. If this is a multi-year Agreement, Customer will submit subsequent purchase orders to Esri at least thirty (30) calendar days before the annual anniversary date for each year.

- a. All orders pertaining to this Agreement will be processed through Customer's centralized point of contact.
- b. The following information will be included in each Ordering Document:
 - (1) Customer name; Esri customer number, if known; and bill-to and ship-to addresses
 - (2) Order number
 - (3) Applicable annual payment due

9.0—MERGERS, ACQUISITIONS, OR DIVESTITURES

If Customer is a commercial entity, Customer will notify Esri in writing in the event of (i) a consolidation, merger, or reorganization of Customer with or into another corporation or entity; (ii) Customer's acquisition of another entity; or (iii) a transfer or sale of all or part of Customer's organization (subsections i, ii, and iii, collectively referred to as "**Ownership Change**"). There will be no decrease in Fee as a result of any Ownership Change.

- 9.1 If an Ownership Change increases the cumulative program count beyond the maximum level for this Agreement, Esri reserves the right to increase the Fee or terminate this Agreement and the parties will negotiate a new agreement.
- 9.2 If an Ownership Change results in transfer or sale of a portion of Customer's organization, that portion of Customer's organization will transfer the Products to Customer or uninstall, remove, and destroy all copies of the Products.
- 9.3 This Agreement may not be assigned to a successor entity as a result of an Ownership Change unless approved by Esri in writing in advance. If the assignment to the new entity is not approved, Customer will require any successor entity to uninstall, remove, and destroy the Products. This Agreement will terminate upon such Ownership Change.

CONSENT ITEMS 1.3

Approval of Midsouth Inc Agreement **25-25-06** - Pasco County RCW Interconnect Project

Issue:

Award of agreement #25-25-06 to Midsouth Inc. for the Pasco County RCW Interconnect Project

Background:

The city went out to competitive bid for a reclaimed water project which will connect our RCW system, beginning at the intersection of CR54 and Dairy Rd. and heading west along Eiland Blvd to Simons Rd and connecting to Pasco County.

In addition, this project will continue up Simons Rd to connect to the southern and northern entrances of Abbott Square so they can be provided reclaim water.

Attachment(s):

1. Agreement No._ 25-25-06 - Pasco County RCW Interconnect Project - Mi(36454339.1)
2. Exhibit A - ITB 2025-005 PKG-pasco_county_rcw_interconnect_project(36454342.1)
3. Exhibit B - Response Summary(36454343.1)
4. TABULATIONS--Pasco County RCW Interconnect-Simons and Eiland Blvd ((36297928.1)
5. je recommendation(36297927.1)

Fiscal Impact:

The project is currently in the budget for \$3.65M. Midsouth bid \$2,340,931.23, which includes a contingency of \$212,811.93.

Also, SWFWMD is contributing up to \$880,000.00 as a cost-sharing grant.

Staff Recommendation:

It is the staff's recommendation for City Council to approve the agreement with Midsouth Inc., as presented.

CITY OF ZEPHYRHILLS AGREEMENT NO.: 25-25-06
PASCO COUNTY RCW INTERCONNECT PROJECT NO.: 26110-052-01
CONSTRUCTION AGREEMENT

THIS CONSTRUCTION AGREEMENT (“Agreement”) is made and entered into this _____ day of June, 2025 by and between the **CITY OF ZEPHYRHILLS**, a Florida municipal corporation, having its principal office at 5335 8th Street, Zephyrhills, FL 33542 (“City”) and **MIDSOUTH, INC.**, a corporation organized and authorized to do business in the State of Florida, having its principal office at 132 Bushnell Plaza, Bushnell, FL 333513 (“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 Documents for Pasco County RCW Interconnect Project – Bid no.: 26110-052-01/Project ID: 2025-005 “**Exhibit A**”.

2.1.2 Contractor’s response to bid for Pasco County RCW Interconnect Project – Bid no. 26110-052-01/ Project ID: 2025-005 “**Exhibit B**”.

ARTICLE 3 – TERM OF AGREEMENT

3.1 The scope and compensation for the services that the Contractor will provide under this agreement shall be as follows:

3.1.1 Contractor shall furnish all materials described in Article 2, at the contract amount not to exceed **Two Million One Hundred Twenty-Eight Thousand One Hundred Nineteen Dollars and 30/100 Cents (\$2,128,119.30)** which actual bid amount is shown in Contractor’s bid, subject to additions and deductions as provided in the Agreement and the Contract Documents.

3.1.2 The Contractor shall commence the work to be performed under this Agreement on a date to be specified in a written order of the City and shall fully complete all work hereunder within the time which shall be set by the parties via written task order after the first pre-construction meeting.

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 approved and 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.

5.7 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 City and/or 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 the work fail to meet approval of the City and/or Architect/Engineer they shall be forthwith reconstructed, made good replaced and/or corrected, as the case may be by the Contractor at his own expense. Rejected materials shall immediately be removed from the site. If, in the opinion of the City and/or 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 hereunder shall be reduced by such amount as in the judgment of the City and/or Architect/Engineer shall be equitable.

5.8 Should the Contractor 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 shall immediately give notice to the City and/or Architect/Engineer of such conditions before they are disturbed. The City and/or Architect/Engineer will thereupon promptly investigate the conditions, and if they find that the conditions materially differ from those shown on the Plans or indicated in the specifications they will at once make such changes in the Plans and/or Specification, as the Contractor may find necessary, any increase or decrease of cost resulting from such changes to be adjusted in the manner provided in this Agreement.

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 thirty (30) 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:

Midsouth, Inc.
c/o Scott Smith
132 Bushnell Plaza
Bushnell, FL 333513
Estimating@midsouth.info

To CITY:

City of Zephyrhills
ATTN: City Manager
5335 8th Street
Zephyrhills, Florida 33542
wpoe@ci.zephyrhills.fl.us

With copy to:

Matthew E. Maggard, Esq.
Shumaker, Loop & Kendrick, LLP
13134 US Highway 301
Dade City, Florida 33525
mmaggard@shumaker.com

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 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, its officers, agents or employees in performance or non-performance of its obligations under the Agreement. Contractor 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 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 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 may 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 the Change Order form provided by City. 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 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 Contractor 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. No claim for extra work or cost shall be allowed unless the same was done in pursuance of a written order approved by the City.

It is the Contractor'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 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, together with any other documents incorporated herein by reference, and all related exhibits and schedules, constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein and therein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements in the body of this Agreement, and the related exhibits, proposals, and schedules (other than an exception expressly set forth as such in the schedules), the statements in the body of this Agreement shall control. 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, Dade City, 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.

16.16 The City may withhold any payment in an amount that is sufficient to pay the direct costs and expenses the City reasonably expects to incur to protect Owner from liabilities for which Contractor is responsible

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

Attest:

CITY OF ZEPHYRHILLS

Ricardo Quinones, City Clerk

Charles E. Proctor
Council President

Signed, Sealed and Delivered
In the presence of:

**CONTRACTOR:
MIDSOUTH, INC.**

Witness

By: _____

Name: _____

Title: _____

Witness

DOCID: DOCPROPERTY DOCXDOCID DMS=IManage Format=<<NUM>>v<<VER>>

EXHIBIT
A



CITY OF ZEPHYRHILLS
2025-005
PASCO COUNTY RCW INTERCONNECT - PROJECT NO. 26110-052-01

AN EQUAL OPPORTUNITY EMPLOYER

FLORIDA TAX EXEMPT #85-8012740166C-4

FEDERAL IDENTIFICATION NUMBER #59-6000455

I.	BID REQUIREMENTS
II.	INSTRUCTIONS TO BIDDERS.....
III.	PRELIMINARY MATTERS
IV.	CORRELATION, INTERPRETATION, AND INTENT OF CONTRACT DOCUMENTS
V.	CONTRACTOR'S RESPONSIBILITIES
VI.	SCOPE OF WORK
VII.	PRICING PROPOSALS
VIII.	VENDOR RESPONSE

Attachments:

A - ZEPH SAMPLE CHANGE ORDER

B - _Pasco_County_RCW-Interconnect_Specs_REBID-DOCS_022525

C - 2025-02-28_26110-052-01 Pasco County RCW Interconnect

1. BID REQUIREMENTS

Bid documents, plans, and addendums can be viewed and downloaded from the [eProcurement Portal](#). A link to the eProcurement Portal can be found on the City's Website, www.ci.zephyrhills.fl.us, Government, Purchasing, Vendor Information, click on the link for OpenGov. It is your responsibility to ensure you have downloaded all addendums published before the bid opening. Click on "Follow" on the [Public Project Page](#) to receive notifications regarding addenda, notices, and questions and answers. You must be a registered vendor for the City of Zephyrhills. Registration is FREE. Should you have questions concerning this site, please contact OpenGov customer service. Your response and all required documentation are to be submitted via the eProcurement Portal (*before the deadline listed in the Time Table*) to the City of Zephyrhills.

Each bid must be submitted through the eProcurement Portal and must be accompanied by a certified check on a solvent bank or trust company in accordance with Section 255.051, Florida Statutes, made payable to the City of Zephyrhills, Florida in an amount not less than 5% (percent) of the total bid or a bid bond of like amount, on a form set forth in the contract documents, as a guarantee that if the bid proposal is accepted, the bidder will execute and fill in the proposed 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. ***Please note, the bid bond amount needs to be spelled out and in numeric amounts. It is not allowed to put in 5% on the bid bond form.***

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

Bid Bond: A bid bond shall accompany each bid response. The bid bond 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 sixty (60) days after bid closing time. The Bid Bond is to be included in their eProcurement response (electronically). 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 shall within five (5) 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. 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 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 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, the following program is now in effect:

- A. The general contractor will continue to provide insurance coverage as required by the City.

- B. The general contractor will continue to sign a standard Hold Harmless / Indemnification clause.
- C. The contract/bid document will simply state that the contractor 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 signed Hold Harmless/Indemnification clause.
- D. An exception to #C 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.
- E. 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 insurance carrier. All certificates of insurance must be approved by the City of Zephyrhills, Florida and name the City as an additional insured.

Hold Harmless Clause: Contractor/vendor shall pay, indemnify and save harmless the City of Zephyrhills, its agents, guests, invitees and employees, from all suits, actions, claims, demands, damages, losses, expenses, including attorney's fees, costs and judgments of every kind and description to which the City, its agents, guests, invitees, or employees may be subjected to by reason of injury to persons or death or property damage, resulting from or growing out of any act of commission, omission, negligence or fault of the contractor, its agents or employees, committed in connection with this contract, contractor's performance hereof, or any work performed hereunder notwithstanding the negligence of the City. Contractor shall indemnify and save harmless the City of Zephyrhills, its agents or employees, from and against all claims, demands, actions, suits, damages, losses, expenses, costs, including attorney's fees, and judgments of every kind and description arising from, based upon, or growing out of the violation of any federal, state or county law, by-law, ordinance or regulation by the contractor, its agents, trainees, invitees, servants or employees.

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.

2. INSTRUCTIONS TO BIDDERS

2.1. Proposals

Sealed Proposals should be uploaded through OPENGGOV before the time designated in "Invitation to Bid" for furnishing all transportation, labor, material, and equipment, and performing all operations required for the purchase, construction and completion of the work herein specified and shown on the drawings.

2.2. Additional Information or Clarification

Requests for additional information or clarifications must be submitted through the

eProcurement Portal. Requests for additional information or clarification must be received in writing **no later than Friday, April 25, 2025, 10:00 am.**

2.3. 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 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 10:00 am, on Friday, April 25, 2025.**

2.4. Bidder

A bidder is an individual, firm, or corporation submitting a Proposal to the City for the work contemplated.

2.5. Bid Bond

The Bid Bond shall be submitted with the electronic response through the eProcurement Portal. Should you have questions on the eProcurement Portal, contact the OpenGov Support Team via the Support Bubble on the bottom right or email at procurement-support@opengov.com. Bidder will not withdraw his bid for a period of (60) sixty days after bids are received unless a different period is stated in the Bidding Requirements or Contract Conditions.

2.6. 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.

2.7. 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.

2.8. Qualifications of Bidder

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 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.

2.9. Disqualification of Bidders

No bidder shall submit more than one proposal. Should the City have reasonable grounds for believing a bidder has interests/input 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 involved. Any or all Proposals will be rejected if there is reason to believe Collusion exists among the bidders and no participants in such collusion will be considered in future Proposals for the same work.

2.10. Right to Reject Proposal

Right is reserved to reject any or all Proposals and to disregard technical errors.

2.11. 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.

2.12. 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.

2.13. 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

2.14. 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 clicking on "Unsubmit Proposal" via eProcurement Portal.

2.15. 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.

2.16. Basis of Award

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.

2.17. Award of Contract

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.

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 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 shall not be charged with liquidated damages or any excess cost when the Owner determines that the Contractor is without fault and the Contractor's reason for the time extension is acceptable to the Owner: Provided, further, that the Contractor 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 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 within a reasonable time of its decision in the matter.

The Contractor agrees that said work shall be prosecuted regularly, diligently, and uninterrupted at such rate of progress as will ensure full completion thereof within the time specified. It is expressly understood and agreed, by and between the Contractor 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 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 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 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 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 at his last given address or delivered in person to the said Contractor or his authorized representative on the work.

2.18. 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.

2.19. 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.

2.20. 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:

RICARDO QUINONES, DEPUTY CITY CLERK

CITY OF ZEPHYRHILLS

5335 8TH STREET

ZEPHYRHILLS, FLORIDA 33542

RQUINONES@CI.ZEPHYRHILLS.FL.US

813-780-0000

2.21. 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 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 hereunder shall be reduced by such amount as in the judgment of the Architect/Engineer shall be equitable.

2.22. Subsurface Conditions Found Different

Should the Contractor 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 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 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.

2.23. 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 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.

2.24. 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 affected 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 at the time of termination may be adjusted to cover any additional costs to the local government because of the contractor's default.
If termination for convenience is affected 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 for services rendered and expenses incurred prior to receipt of the notice of intent to terminate, by the contractor 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 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 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 to fulfill contractual obligations, it is determined that the contractor 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.

3. PRELIMINARY MATTERS

Delivery of Bonds: Simultaneously with the execution and delivery of the Agreement, the Contractor 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 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 and his Superintendent.

Before undertaking the Work, the Contractor 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 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 a written Notice to Proceed, stating a date on which it is expected that the Contractor will start the work. No work shall be done prior to the date on which the Work is to start.

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

4. CORRELATION, INTERPRETATION, AND INTENT OF CONTRACT DOCUMENTS

4.1. 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.

4.2. 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.

4.3. Builders' Risk Coverage

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 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 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 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 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: 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.
- 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

5. CONTRACTOR'S RESPONSIBILITIES

Supervision and Superintendence: The Contractor 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 shall be responsible to see that the finished Work complies accurately with the Contract Documents. The Contractor 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 responsibility shall extend to defective or faulty work as later defined in these specifications.

The Contractor 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 representative at the Site and shall have the authority to act on behalf of the Contractor. 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.

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

Use of Premises: The Contractor 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 expense.

Record Drawings: The Contractor 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 will coordinate with the Contract Documents and will be prepared that they can be reasonably interpreted. The Contractor shall carry out the work in accordance with the additional detail drawings and instructions. The Contractor 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 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 shall be subject to the terms of the agreement.

Shop or Setting Drawings: The Contractor 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 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 must furnish additional copies. Regardless of corrections made in or approval given to such drawings by the Architect/Engineer, the Contractor 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 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 under this contract and other Contractors performing work for the City shall be adjusted and determined by the Architect/Engineer.

Safety and Protection: The Contractor 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 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 shall be promptly submitted to the Architect/Engineer for approval.

The Contractor 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 to the City.

SAFETY PLAN

- A. It is the contractor'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:

- A. The Contractor 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.
- B. A Contractor Process Safety Management Briefing will be held at the Pre-Construction Conference. The Contractor 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.

Emergencies: In emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto, the Contractor, 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 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 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 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. If, through acts of neglect on the part of the Contractor, any other Contractor or any subcontractor shall suffer loss or damage on the work, the Contractor agrees to settle with such other Contractor or subcontractor by agreement or arbitration if such other Contractor or subcontractor will so settle. If such other Contractor 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, who shall indemnify and save harmless the Owner against any such claim.

Subcontractors: The Contractor shall not employ any Subcontractor against whom the City may have reasonable objection, nor will the Contractor 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, the Contractor 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 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 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 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 in dividing the work among Subcontractors or delineating the work to be performed by any specific trade.

The Contractor 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 shall give all notices and comply with all laws, ordinances, rules and regulations applicable to the work. If the Contractor 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 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 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 is 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 all surveys necessary for the execution of the work.

The Contractor 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 waived by the City of Zephyrhills. The Contractor must be registered with the City of Zephyrhills Building Department.

Use of Premises: The Contractor 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 expense.

Cleaning: The Contractor shall keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the work. 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 shall restore to their original condition those portions of the site for alteration by the Contract Documents.

Indemnification: The Contractor assumes entire responsibility and liability and agrees to indemnify and hold harmless the City and its representatives from loss or damage sustained, or allegedly sustained, by any person or property arising out of, or claimed to have been caused by

or arisen out of, the sole, joint, or concurrent negligence of the Contractor and/or the City, connected with the performance of the work hereunder and agrees to pay all damages, losses, costs and expenses, including attorney's fees allegedly arising in any way out of the performance of the work hereunder by the Contractor and its agents and employees or its Subcontractors, their agents and employees, including but not limited to the following:

- All injuries to persons (including fatal injuries);
- All damages to or by livestock and claims and demands with respect thereto including all damages caused as a result of fences, gates, and gaps left open or insecurely closed.

Protection of Work and Materials: Facilities for handling of material and inspecting the work shall at all times be furnished by the Contractor, and all costs due to delays in handling of materials or equipment, and loss or damage, shall be at the expense of the Contractor. The Contractor 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 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 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 in accordance with the progress schedule. The Contractor shall also furnish on forms mutually agreeable to the Engineer, Contractor 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. (a) At the end of each calendar month during the life of the contract, the contractor 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 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.

Payments by Contractor. The Contractor 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, the respective amounts allowed the Contractor 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 of final payment shall be and shall operate as a release to the City of all claims and all liability to the Contractor 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 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. 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.

Changes in the Work: 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 Change Orders. Upon receipt of a Change Order, the Contractor 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 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 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 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 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 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 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 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, 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 will and will cause his subcontractors to carefully protect his and their work and materials against damage or inquiry 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 or any of his Subcontractors to protect this work, such materials shall be removed and replaced at the expense of the Contractor.

Photographs of the Project. If required by the Owner, the Contractor shall furnish photographs of the project, in the quantities and as described in the Section 5 of the Supplemental General Conditions.

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 to any Inspection, directly or indirectly, is strictly prohibited, and any such act on the part of the Contractor 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, the Contractor shall give the City notice of readiness therefore. The Contractor 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 expense. The cost of such inspections, tests, and approvals shall be borne by the Contractor 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 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 except in the event, in the opinion of the Architect/Engineer, the Contractor 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 five (5%) will be released for final payment upon completion of all punch list items.

General Guarantee: 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 of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor 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.

City May Stop the Work: If the work is defective, or the Contractor fails to supply sufficient skilled workmen or suitable materials or equipment or if the Contractor fails to make prompt payments to Subcontractors for labor, materials, or equipment, the City may order the Contractor 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 or any other party.

For each consecutive calendar day that the work remains incomplete after the date established for final completion, the Contractor shall pay City and the City is authorized to retain from the compensation otherwise to be paid to the Contractor the sum of **\$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.

6. SCOPE OF WORK

6.1. Pasco County RCW Interconnect

The City of Zephyrhills is seeking a contractor to install a reclaim water line connecting Pasco County and Simons and Eiland Blvd.

1.01 SCOPE OF WORK

A. Unless otherwise expressly provided in the Contract Documents, the Work must be performed in accordance with best modern practice, with materials and workmanship of the highest quality to the satisfaction of the Owner.

1.02 THE PROJECT TITLE IS PASCO COUNTY RCW INTERCONNECT

City of Zephyrhills, Pasco County, Florida
Jones Edmunds Project No. 26110-052-01

A. **Eiland Boulevard/CR54 Reclaimed Water Main:** The Work of this Project includes installing approximately 9,550 linear feet (LF) of 12-inch polyvinyl chloride (PVC) reclaimed water (RCW) force main along Eiland Boulevard from Simons Road to Dairy Road. Horizontal directional drilling (HDD) of approximately 3,300 LF of 12-inch high-density polyethylene (HDPE) will be used to cross Simons Road, Silver Oaks Drive, Eiland Boulevard, Fair Lawns Drive, Fort King Road, US 301 (Gall Boulevard), and various driveways and sidewalks as shown in the Contract Documents. The remaining 6,200 LF of 12-inch pipe will be installed using open-cut installation methods. This will include the installation of 600 LF of 6-inch HDPE lateral mains via HDD at Sta. 37+25 and Sta. 46+66 Eiland Boulevard. The 6-inch lateral mains will include open-cut pipe and fittings as noted on the Drawings. Project restoration will include repairing pavement, resodding of affected areas, and replacing the concrete curb/gutter and sidewalk.

and

B. **Simons Road Reclaimed Water Main:** The Work includes approximately 3,460 LF of 12-inch PVC RCW force main along Simons Road from Eiland Boulevard to Bar S Bar Trail. Installation methods include open cut and HDD as shown in the Drawings. Approximately 360 LF will be installed by HDD and approximately 3,100 LF will be installed by open cut. Project restoration will include repairing pavement, resodding affected areas, and replacing concrete curb/gutter and sidewalk.

Number of Days for substantial and final completion: 15 months from Notice to Proceed to Substantial Completion consisting of three months of equipment procurement and 12 months for construction. An additional 30 days from Substantial Completion to final Completion will be allotted.

Engineer's Estimate: \$3.1 +/-

Landscaping/Irrigation Drawings: There are not any landscaping/irrigation drawings for this project. Per the general note 19 on sheet G2--sod shall be restored by and at the expense of the Contractor to the satisfaction of the Owner. Sod restoration shall be incidental to pipe installation

and can vary depending on inadvertent collateral damage. Bidders shall become familiar with the project base on the Contract Documents and/or a site visit at their own determination. There is no "planting date" specified, however restorations shall be made in a timely manner throughout the progression of the project.

Allowances: Testing is estimated at \$30,000; Record Drawing estimated at \$20,000.

C-153 Compact Fittings on specification 15155 indicates C-110, and C-153 fittings are acceptable. However, they may not be used in combination with each other on any UG or above ground assembly and must be recorded on the As-Built drawings.

Temporary / Field Office: Specification 01500 Temporary Facilities and Controls does not require a Field Office and therefore it is at the discretion of the Contractor.

DI Fittings-Cement lined / P-401 Lined: Specification 15155-5, 2.04 indicates either Protector 401 or Cement Lined is acceptable.

Flow Meter-Power Source-Specified Flow Meter has a self-contained battery therefore, no electrical service will be required for this device.

Domestic Materials-The City's preference is that products are manufactured within the United States. However, this project does not include funding that requires Domestic Products only.

Coating System: Above grade piping and vales for the Flow Meter Assembly require coating systems as specified by Specification 09900.

Above Grade Flange Piping: Specification 15055-8,2.10 identifies they shall be EPDM, Viton or approved equal.

Golf Course Turf: Silverado Golf Course has been contacted and the greens keeper has identified the type of turf in the "rough" areas is No. 419 Bermuda and Bahia (50/50). The Contractor will be required to restore in-kind (with similar type) and expedite immediately after pipe installation and testing is completed.

Gopher Tortoises: During the design phase and recent site visits, no evidence of Gopher Tortoises or burrows were present.

Please download all documents to this project for complete details and requirements.

7. PRICING PROPOSALS

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.*

Bidder shall include 10% contingency of total contract sum for any additional materials or labor (if needed) within the scope of the project. Any contingency items shall be approved by written change order (no exceptions). NOTE: To be paid in full upon substantial completion in writing by both parties.

PASCO COUNTY RCW INTERCONNECT-SIMONS AND EILAND BLVD

Construction Itemized Pricing Sheet

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Mobilization, Demobilization, Health and Safety Requirements and General Conditions (Not to Exceed 5% of the Base Bid)	1	LS		
2	Traffic Control	1	LS		
3	Environmental Protection	1	LS		
4	Construction Survey and Layout	1	LS		
5	12-Inch Polyvinyl Chloride (PVC) Reclaimed Water (RCW) Main-Eiland Blvd	6,253	LF		
6	Horizontal Directional Drilling (HDD) 12-Inch High-Density Polyethylene (HDPE) RCW Main-Eiland Blvd	3,293	LF		
7	Horizontal Directional Drilling (HDD) 6-Inch High-Density Polyethylene (HDPE) RCW Main Sta. 37+25 and Sta. 46+66 Eiland Boulevard	604	LF		
7	Flow Meter Assembly	1	LS		
8	12-Inch PVC RCW Main-Simons Road	3,090	LF		
9	HDD 12-Inch HDPE RCW Main-Simons Road	360	LF		
10	Combination Air/Vacuum Valves and Vaults	15	EA		
11	Concrete Restoration Along Eiland Blvd	299	SY		

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
12	Lime Rock Restoration Along Eiland Blvd	60	SY		
13	Asphalt Concrete Restoration Along Eiland Blvd	166	SY		
14	Yard Restoration/Seeding and Sodding Entire Project	1	LS		
15	Permit Allowance	1	AL		
16	Concrete Restoration Along Simons Road	380	SY		
17	Testing Allowance - \$30,000	1	AL		
18	Record Drawings Allowance - \$20,000	1	AL		
TOTAL					

CONTINGENCY

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Contingency - 10%	1	EA		
TOTAL					

PAYMENT & PERFORMANCE BOND

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Payment & Performance Bond	1	LS		
TOTAL					

8. VENDOR RESPONSE

8.1. AIA DOCUMENT A310 - BID BOND*

A certified, signed bid bond is REQUIRED.

Please download the below documents, complete, and upload.

- [Bid_Bond.pdf](#)

*Response required

8.2. Right to Waive*

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.

☐ Please confirm

*Response required

8.3. PUBLIC ENTITY CRIMES*

Please download the below documents, complete, and upload.

- [ZEPH PUBLIC ENTITY CRIME.pdf](#)

*Response required

8.4. NON-COLLUSIVE AFFIDAVIT*

Please download the below documents, complete, and upload.

- [Non_Collusive.pdf](#)

*Response required

8.5. DRUG-FREE WORKPLACE *

The undersigned vendor, in accordance with Florida Statute 287.087, hereby certifies that it does:

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.

☐ Please confirm

*Response required

8.6. 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.

☐ Please confirm

*Response required

8.7. Upon review of this project's plans and construction documents are you aware of any apparent errors or omissions?*

If YES, please provide a detailed explanation of any apparent errors or omissions within next question.

☐ Yes

☐ No

*Response required

8.8. If YES answered on Errors and Omissions, please provide a detailed explanation of any apparent errors or omissions within next question.

8.9. REFERENCES – Projects of SIMILAR Scope *

Provide References within the last five (5) years - minimum 5 references

*Response required

8.10. REFERENCES – Current ACTIVE Projects*

Provide References within the last five (5) years - minimum 5 references

*Response required

8.11. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

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.

If Vendor is unable to certify - attach explanation on next question.

☐ Please confirm

8.12. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion *
Please download the below documents, complete, and upload.

- [Federal Debarment Certifica...](#)

*Response required

8.13. Business Licenses and Certifications

Upload all business licenses and certifications applicable to the bid response.

8.14. AMERICANS WITH DISABILITIES ACT OF 1990 (ADA)*

The Contractor will comply with all the requirements imposed by the ADA (42 USC 12012. Et. Seq.) the regulations of the Federal government issued thereunder, and the assurance by the Contractor pursuant thereto

☐ Please confirm

*Response required

8.15. AUDITS AND INSPECTIONS*

Vendors shall permit State and Federal authorized representative(s) to inspect all work, materials, payrolls, records; and to audit the books, records and accounts pertaining to the Project. Notification to the City's Project Manager will be made by the Vendor if such requests and access is provided.

☐ Please confirm

*Response required

8.16. CLEAN AIR ACT & FEDERAL WATER POLLUTION CONTROL ACT*

The Contractor will comply with all requirements imposed by the CLEAN AIR ACT, codified as 42 U.S.C. 7401 et seq and the Federal Water Pollution Control Act (Clean Water Act) 33 U.S.C. 1251-1387, the regulations of the Federal government issued thereunder, and the assurance by the Contractor pursuant thereto.

☐ Please confirm

*Response required

8.17. COPYRIGHT RESTRICTIONS*

No material prepared under this agreement shall be subject to copyright in the United States or any other country.

☐ Please confirm

*Response required

8.18. DEPT NOT OBLIGATED TO THIRD PARTIES*

The City, State and/or Federal agency shall not be obligated or liable hereunder to any party other than the agency in regards to this Project.

☐ Please confirm

*Response required

8.19. DISADVANTAGED BUSINESS ENTERPRISE (DBE) POLICY*

DBE Policy: It is the policy of the Department that Disadvantaged Business Enterprises (DBE) as defined in 49 CFR Part 2, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with State and/or Federal funds under this Project.

☐ Please confirm

*Response required

8.20. BYRD ANTI LOBBYING AMENDMENT*

Prohibits the use of appropriated funds by recipients of a "Federal Contract" for purposes of influencing or attempting to influence federal officials in connection with a "Federal action," such as the awarding of a "Federal contract".

☐ Please confirm

*Response required

8.21. BYRD ANTI-LOBBYING CERTIFICATION*

Please download the below documents, complete, and upload.

- [BYRD ANTI-LOBBYING CERTIFIC...](#)

*Response required

8.22. COPELAND ANTI-KICKBACK ACT*

This provision prohibits contractors & subcontractors performing work on covered contracts for construction, prosecution, repair, or completion of public buildings, public works or works financed in whole or in part by loans or grants from the United States from in any way inducing an employee to give up any part of the compensation to which he or she is entitled. This also requires contracts to pay their employees on a weekly basis and in cash or a negotiable instrument payable on demand and to submit weekly payroll reports of the wages paid to their laborers and mechanics during the preceding payroll period.

☐ Please confirm

*Response required

8.23. SMALL & MINORITY BUSINESS AFFIDAVIT*

Please download the below documents, complete, and upload.

- [Small & Minority Business A...](#)

*Response required

8.24. WORK HOURS & SAFETY STANDARDS ACT 40 USC 327*

You are aware and will comply with the Work Hours and Safety Standards Act (CWHSSA) which provides laborers or mechanics shall be paid wages at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in a workweek.

☐ Please confirm

*Response required

8.25. DOMESTIC PREFERENCES*

As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase order for work or products under this award.

☐ Please confirm

*Response required

8.26. ENVIRONMENTAL REGULATIONS*

The Vendor certifies that the Project will be carried out in conformance with all applicable environmental regulations included in the securing of any applicable permits. The Vendor will be solely responsible for any liability in the event of non-compliance with the applicable environmental regulations, including the securing of any applicable permits, and will reimburse the State and/or Federal agency for any loss incurred in connection therewith.

☐ Please confirm

*Response required

8.27. EQUAL EMPLOYMENT OPPORTUNITY*

Vendor shall not discriminate against any employee or applicant for employment because of race, age, creed, color, sex, or national origin. The Vendor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, age, creed, color, sex, or national origin. Such action shall include, but not be limited to, the following: Employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

☐ Please confirm

*Response required

8.28. DELEGATES, CONGRESS OR LEGISLATURE MEMBERS*

The Vendor shall not permit a member or delegate to the Congress of the United States or the State of Florida Legislature, to any share or part of the Contract or any benefit arising therefrom.

☐ Please confirm

*Response required

8.29. INSPECTOR GENERAL COOPERATION*

The Vendor agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes for the compliance to conduct reviews and evaluations on financial; compliance, electronic data processing and performance audits of and preparation of audit reports of the findings.

☐ Please confirm

*Response required

8.30. RECOVERED MATERIALS PROCUREMENT*

40 CFR part 247, Section 6002 for Procurement of Recovered Materials states a non-federal entity that is a State agency or agency of a political subdivision of a State and its contractors must comply with section 6002 of the Solid Waste Disposal act, as amended by the Resource Conversation and Recovery Act.

☐ Please confirm

*Response required

8.31. PROHIBITED INTERESTS*

“Material interest” means direct or indirect ownership of more than five (5) percent of the total assets of capital stock of any business entity.

The Vendor shall not enter into any subcontract or arrangement in connection with the Project or any property included or planned to be included in the project, with any person or entity who was represented before the Vendor by any person who at the time during the immediately preceding two (2) years was an officer, director or employee of the Vendor.

☐ Please confirm

*Response required

8.32. TELECOMMUNICATION EQUIPMENT OR SERVICES*

The Contractor will comply with all requirements imposed by FAR 85 FR 53126 Defense Department for the use of covered telecommunications equipment or services, or any equipment, system or service that uses covered telecommunications equipment or services. By confirmation of this regulation issued thereunder, and the assurance by the Contractor pursuant thereto

☐ Please confirm

*Response required

8.33. RIGHTS AND REMEDIES NOT WAIVED*

In no event shall the making any payment to the Vendor via the City constitute or be construed as a waiver by the State and/or Federal agency of any breach of covenant or any default which may then exist, on the part of the Vendor, and the making of such payment by the City while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the State and/or Federal agency with respect to such breach or default.

☐ Please confirm

*Response required

8.34. SEVERABILITY*

If any provision of this agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance the remainder would then continue to conform to the terms and requirements of applicable law.

☐ Please confirm

*Response required

8.35. CIVIL RIGHTS ACT OF 1964*

The Vendor will comply with all requirements imposed by Title VI of the Civil Rights Act of

1964 (42 USC 2000d, et. Seq), the Regulations of the Federal Department of Transportation issued thereunder, and the assurance by the Vendor pursuant thereto

☐ Please confirm

*Response required

8.36. CIVIL RIGHTS ACT OF 1968*

The Vendor will comply with all the requirements imposed by Title VIII of the Civil Rights Act of 1968, (42 USC 3601, et seq.,) which among other things, prohibits discrimination in employment on the basis of race, color, national origin, creed, sex and age.

☐ Please confirm

*Response required

8.37. Addenda / Questions & Responses*

By clicking on confirm you acknowledge you have downloaded all addendums published and read all questions and responses to this solicitation.

☐ Please confirm

*Response required

8.38. Point of Contact for Solicitation (Name/Email/Phone)*

*Response required

8.39. Authorized Signatory*

*Response required

8.40. Name and Title of Authorized Signatory*

Enter the Name and Title of the Authorized Signatory

*Response required

8.41. By clicking confirm, the authorized signatory is confirming that they are authorized to bind the entity to the contract*

By clicking confirm the Authorized Signatory is certifying that this Response is made without prior understanding, agreement, 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 the Response is accepted, the Company will convey, sell, assign or transfer to the City of Zephyrhills all rights, title and interest in and 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.

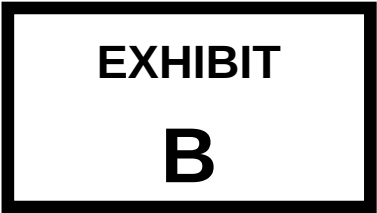
*Response required



Pasco County RCW Interconnect - Project No. 26110-052-01

📅 Bid 🏢 Purchasing
Project ID: 2025-005
Release Date: Sunday, March 30, 2025 · Due Date: Friday, May 9, 2025 10:00am
🚩 Posted 📅 Sunday, March 30, 2025 3:00am

🔒 Bid Unsealed Friday, May 9, 2025 10:00am by OpenGov Bot 🗂 Pricing Unsealed Friday, May 9, 2025 10:00am by OpenGov Bot
All dates & times in Eastern Time



< Back to Responses

Midsouth Inc. Response

Pricing unsealed at May 9, 2025 10:00 AM

CONTACT INFORMATION

Company	Midsouth Inc.
Email	estimating@midsouth.info
Contact	Scott Smith
Address	132 Bushnell Plaza Bushnell, FL 33513
Phone	(352) 446-7272
Website	N/A
Submission Date	May 9, 2025 8:37 AM (Eastern Time)

ADDENDA CONFIRMATION

- ✔ Addendum #1
Confirmed May 7, 2025 12:56 PM by Scott Smith
- ✔ Addendum #2
Confirmed May 7, 2025 12:56 PM by Scott Smith
- ✔ Addendum #3
Confirmed May 7, 2025 12:56 PM by Scott Smith
- ✔ Addendum #4
Confirmed May 7, 2025 12:56 PM by Scott Smith
- ✔ Addendum #5
Confirmed May 7, 2025 12:56 PM by Scott Smith

QUESTIONNAIRE

1. AIA DOCUMENT A310 - BID BOND*

☒ Pass ☐ Fail

A certified, signed bid bond is REQUIRED.

Please download the below documents, complete, and upload.

[📄 Bid_Bond.pdf](#)

[📄 Bid_Bond_Pasco_County_RCW_Interconnect.pdf](#)

2. Right to Waive*

☒ Pass ☐ Fail

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.

☒ Confirmed

3. PUBLIC ENTITY CRIMES*

☒ Pass ☐ Fail

Please download the below documents, complete, and upload.

[📄 ZEPH_PUBLIC_ENTITY_CRIME.pdf](#)

[📄 Public_Entity_Crimes_Pasco_County_RCW_Interconnect.pdf](#)

4. NON-COLLUSIVE AFFIDAVIT*

☒ Pass ☐ Fail

Please download the below documents, complete, and upload.

[📄 Non_Collusive.pdf](#)

5. DRUG-FREE WORKPLACE *

☒ Pass ☐ Fail

The undersigned vendor, in accordance with Florida Statute 287.087, hereby certifies that it does:

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.

☒ Confirmed

6. E-VERIFY CERTIFICATION FORM *

☒ Pass ☐ Fail

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.

☒ Confirmed

7. Upon review of this project's plans and construction documents are you aware of any apparent errors or omissions?*

☒ Pass ☐ Fail

If YES, please provide a detailed explanation of any apparent errors or omissions within next question.

No

8. If YES answered on Errors and Omissions, please provide a detailed explanation of any apparent errors or omissions within next question.

☒ Pass ☐ Fail

N/A

9. REFERENCES – Projects of SIMILAR Scope *

☒ Pass ☐ Fail

Provide References within the last five (5) years - minimum 5 references

[Reference - Experience Completed Jobs.pdf](#)

10. REFERENCES – Current ACTIVE Projects*

☒ Pass ☐ Fail

Provide References within the last five (5) years - minimum 5 references

[Current Project References.pdf](#)

11. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

☒ Pass ☐ Fail

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.

If Vendor is unable to certify - attach explanation on next question.

☒ Confirmed

12. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion *

☒ Pass ☐ Fail

Please download the below documents, complete, and upload.

[Federal Debarment Certification Form.pdf](#)

[Federal Debarment.pdf](#)

13. Business Licenses and Certifications

☒ Pass ☐ Fail

Upload all business licenses and certifications applicable to the bid response.

[CGC_License_260831.pdf](#)

[CUC_License_260831.pdf](#)

14. AMERICANS WITH DISABILITIES ACT OF 1990 (ADA)*

☒ Pass ☐ Fail

The Contractor will comply with all the requirements imposed by the ADA (42 USC 12012, Et. Seq.) the regulations of the Federal government issued thereunder, and the assurance by the Contractor pursuant thereto

☒ Confirmed

15. AUDITS AND INSPECTIONS*

☒ Pass ☐ Fail

Vendors shall permit State and Federal authorized representative(s) to inspect all work, materials, payrolls, records; and to audit the books, records and accounts pertaining to the Project. Notification to the City's Project Manager will be made by the Vendor if such requests and access is provided.

☒ Confirmed

16. CLEAN AIR ACT & FEDERAL WATER POLLUTION CONTROL ACT*
☒ Pass
☐ Fail

The Contractor will comply with all requirements imposed by the CLEAN AIR ACT, codified as 42 U.S.C. 7401 et seq and the Federal Water Pollution Control Act (Clean Water Act) 33 U.S.C. 1251-1387, the regulations of the Federal government issued thereunder, and the assurance by the Contractor pursuant thereto.

☒ Confirmed

17. COPYRIGHT RESTRICTIONS*
☒ Pass
☐ Fail

No material prepared under this agreement shall be subject to copyright in the United States or any other country.

☒ Confirmed

18. DEPT NOT OBLIGATED TO THIRD PARTIES*
☒ Pass
☐ Fail

The City, State and/or Federal agency shall not be obligated or liable hereunder to any party other than the agency in regards to this Project.

☒ Confirmed

19. DISADVANTAGED BUSINESS ENTERPRISE (DBE) POLICY*
☒ Pass
☐ Fail

DBE Policy: It is the policy of the Department that Disadvantaged Business Enterprises (DBE) as defined in 49 CFR Part 2, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with State and/or Federal funds under this Project.

☒ Confirmed

20. BYRD ANTI LOBBYING AMENDMENT*
☒ Pass
☐ Fail

Prohibits the use of appropriated funds by recipients of a "Federal Contract" for purposes of influencing or attempting to influence federal officials in connection with a "Federal action," such as the awarding of a "Federal contract".

☒ Confirmed

21. BYRD ANTI-LOBBYING CERTIFICATION*
☒ Pass
☐ Fail

Please download the below documents, complete, and upload.


[BYRD ANTI-LOBBYING CERTIFICATION - Copy \(1\).pdf](#)


[Byrd_Anti_Lobbying.pdf](#)

22. COPELAND ANTI-KICKBACK ACT*
☒ Pass
☐ Fail

This provision prohibits contractors & subcontractors performing work on covered contracts for construction, prosecution, repair, or completion of public buildings, public works or works financed in whole or in part by loans or grants from the United States from in any way inducing an employee to give up any part of the compensation to which he or she is entitled. This also requires contracts to pay their employees on a weekly basis and in cash or a negotiable instrument payable on demand and to submit weekly payroll reports of the wages paid to their laborers and mechanics during the preceding payroll period.

☒ Confirmed

23. SMALL & MINORITY BUSINESS AFFIDAVIT*
☒ Pass
☐ Fail

Please download the below documents, complete, and upload.


[Small & Minority Business Affidavit.pdf](#)


[Minority Affidavit of Compliance.pdf](#)

24. WORK HOURS & SAFETY STANDARDS ACT 40 USC 327*
☒ Pass
☐ Fail

You are aware and will comply with the Work Hours and Safety Standards Act (CWHSSA) which provides laborers or mechanics shall be paid wages at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in a workweek.

☒ Confirmed

25. DOMESTIC PREFERENCES*
☒ Pass
☐ Fail

As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase order for work or products under this award.

☒ Confirmed

26. ENVIRONMENTAL REGULATIONS*
☒ Pass
☐ Fail

The Vendor certifies that the Project will be carried out in conformance with all applicable environmental regulations included in the securing of any applicable permits. The Vendor will be solely responsible for any liability in the event of non-compliance with the applicable environmental regulations, including the securing of any applicable permits, and will reimburse the State and/or Federal agency for any loss incurred in connection therewith.

☒ Confirmed

27. EQUAL EMPLOYMENT OPPORTUNITY*
☒ Pass
☐ Fail

Vendor shall not discriminate against any employee or applicant for employment because of race, age, creed, color, sex, or national origin. The Vendor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, age, creed, color, sex, or national origin. Such action shall include, but not be limited to, the following: Employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

☒ Confirmed

28. DELEGATES, CONGRESS OR LEGISLATURE MEMBERS*
☒ Pass
☐ Fail

The Vendor shall not permit a member or delegate to the Congress of the United States or the State of Florida Legislature, to any share or part of the Contract or any benefit arising therefrom.

☒ Confirmed

29. INSPECTOR GENERAL COOPERATION*
☒ Pass
☐ Fail

The Vendor agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes for the compliance to conduct reviews and evaluations on financial; compliance, electronic data processing and performance audits of and preparation of audit reports of the findings.

☒ Confirmed

30. RECOVERED MATERIALS PROCUREMENT*
☒ Pass
☐ Fail

40 CFR part 247, Section 6002 for Procurement of Recovered Materials states a non-federal entity that is a State agency or agency of a political subdivision of a State and its contractors must comply with section 6002 of the Solid Waste Disposal act, as amended by the Resource Conversation and Recovery Act.

☒ Confirmed

31. PROHIBITED INTERESTS*

☒ Pass ☐ Fail

"Material interest" means direct or indirect ownership of more than five (5) percent of the total assets of capital stock of any business entity.

The Vendor shall not enter into any subcontract or arrangement in connection with the Project or any property included or planned to be included in the project, with any person or entity who was represented before the Vendor by any person who at the time during the immediately preceding two (2) years was an officer, director or employee of the Vendor.

☒ Confirmed

32. TELECOMMUNICATION EQUIPMENT OR SERVICES*

☒ Pass ☐ Fail

The Contractor will comply with all requirements imposed by FAR 85 FR 53126 Defense Department for the use of covered telecommunications equipment or services, or any equipment, system or service that uses covered telecommunications equipment or services. By confirmation of this regulation issued thereunder, and the assurance by the Contractor pursuant thereto

☒ Confirmed

33. RIGHTS AND REMEDIES NOT WAIVED*

☒ Pass ☐ Fail

In no event shall the making any payment to the Vendor via the City constitute or be construed as a waiver by the State and/or Federal agency of any breach of covenant or any default which may then exist, on the part of the Vendor, and the making of such payment by the City while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the State and/or Federal agency with respect to such breach or default.

☒ Confirmed

34. SEVERABILITY*

☒ Pass ☐ Fail

If any provision of this agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance the remainder would then continue to conform to the terms and requirements of applicable law.

☒ Confirmed

35. CIVIL RIGHTS ACT OF 1964*

☒ Pass ☐ Fail

The Vendor will comply with all requirements imposed by Title VI of the Civil Rights Act of 1964 (42 USC 2000d, et. Seq), the Regulations of the Federal Department of Transportation issued thereunder, and the assurance by the Vendor pursuant thereto

☒ Confirmed

36. CIVIL RIGHTS ACT OF 1968*

☒ Pass ☐ Fail

The Vendor will comply with all the requirements imposed by Title VIII of the Civil Rights Act of 1968, (42 USC 3601, et seq.,) which among other things, prohibits discrimination in employment on the basis of race, color, national origin, creed, sex and age.

☒ Confirmed

37. Addenda / Questions & Responses*

☒ Pass ☐ Fail

By clicking on confirm you acknowledge you have downloaded all addendums published and read all questions and responses to this solicitation.

☒ Confirmed

38. Point of Contact for Solicitation (Name/Email/Phone)*

☒ Pass ☐ Fail

WM Scott Smith / 863-640-1923 / scott@midsouth.info

39. Authorized Signatory*

☒ Pass ☐ Fail

WM Scott Smith

40. Name and Title of Authorized Signatory*

☒ Pass ☐ Fail

Enter the Name and Title of the Authorized Signatory

WM Scott Smith, President

41. By clicking confirm, the authorized signatory is confirming that they are authorized to bind the entity to the contract*

☒ Pass ☐ Fail

By clicking confirm the Authorized Signatory is certifying that this Response is made without prior understanding, agreement, 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 the Response is accepted, the Company will convey, sell, assign or transfer to the City of Zephyrhills all rights, title and interest in and 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.

Confirm

PRICE TABLES

Pasco County RCW Interconnect-Simons and Eiland Blvd

Construction Itemized Pricing Sheet

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Mobilization, Demobilization, Performance and Payment Bonds, Health and Safety Requirements and General Conditions (Not to Exceed 5% of the Base Bid)	1	LS	\$59,760.00	\$59,760.00
2	Traffic Control	1	LS	\$37,270.00	\$37,270.00
3	Environmental Protection	1	LS	\$10,510.00	\$10,510.00
4	Construction Survey and Layout	1	LS	\$13,500.00	\$13,500.00
5	12-Inch Polyvinyl Chloride (PVC) Reclaimed Water (RCW) Main- Eiland Blvd	6253	LF	\$119.50	\$747,233.50
6	Horizontal Directional Drilling (HDD) 12-Inch High-Density Polyethylene (HDPE) RCW Main- Eiland Blvd	3293	LF	\$97.00	\$319,421.00

7	Horizontal Directional Drilling (HDD) 6-Inch High Density Polyethylene (HDPE) RCW Main Sta 37+25 and Sta 46+66 Eiland Boulevard	604	LF	\$105.70	\$63,842.80
8	Flow Meter Assembly	1	LS	\$123,630.00	\$123,630.00
9	12-Inch PVC RCW Main-Simons Road	3090	LF	\$99.10	\$306,219.00
10	HDD 12-Inch HDPE RCW Main-Simons Road	360	LF	\$123.20	\$44,352.00
11	Combination Air/Vacuum Valves and Vaults	16	EA	\$6,760.00	\$108,160.00
12	Concrete Restoration Along Eiland Blvd	299	SY	\$135.40	\$40,484.60
13	Lime Rock Restoration Along Eiland Blvd	60	SY	\$72.90	\$4,374.00
14	Asphalt Concrete Restoration Along Eiland Blvd	166	SY	\$93.40	\$15,504.40
15	Yard Restoration/Seeding and Sodding Entire Project	1	LS	\$131,510.00	\$131,510.00
16	Permit Allowance	1	AL	\$5,000.00	\$5,000.00
17	Concrete Restoration Along Simons Road	380	SY	\$124.60	\$47,348.00
18	Testing Allowance - \$30,000	1	AL	\$30,000.00	\$30,000.00
19	Record Drawings Allowance - \$20,000	1	AL	\$20,000.00	\$20,000.00
Total				\$2,128,119.30	

Contingency

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Contingency - 10% (Based on Bid Items 1-19)	1	EA	\$212,811.93	\$212,811.93
Total				\$212,811.93	

Pasco County RCW Interconnect-Simons and Eiland Blvd

Line Item	Description
	Mobilization, Demobilization, Performance and Payment Bonds, Health and Safety Requirements and General
1	Conditions (Not to Exceed 5% of the Base Bid)
2	Traffic Control
3	Environmental Protection
4	Construction Survey and Layout
	12-Inch Polyvinyl Chloride (PVC) Reclaimed Water (RCW)
5	Main-Eiland Blvd
	Horizontal Directional Drilling (HDD) 12-Inch High-Density
6	Polyethylene (HDPE) RCW Main-Eiland Blvd
	Horizontal Directional Drilling (HDD) 6-Inch High Density
	Polyethylene (HDPE) RCW Main Sta 37+25 and Sta 46+66
7	Eiland Boulevard
8	Flow Meter Assembly
9	12-Inch PVC RCW Main-Simons Road
10	HDD 12-Inch HDPE RCW Main-Simons Road
11	Combination Air/Vacuum Valves and Vaults
12	Concrete Restoration Along Eiland Blvd
13	Lime Rock Restoration Along Eiland Blvd
14	Asphalt Concrete Restoration Along Eiland Blvd
15	Yard Restoration/Seeding and Sodding Entire Project
16	Permit Allowance
17	Concrete Restoration Along Simons Road
18	Testing Allowance - \$30,000
19	Record Drawings Allowance - \$20,000
Total	

		Accurate Drilling Systems
Quantity	Unit of Measure	Unit Cost
1	LS	\$128,750.00
1	LS	\$68,000.00
1	LS	\$52,000.00
1	LS	\$17,000.00
6253	LF	\$125.00
3293	LF	\$135.00
604	LF	\$135.00
1	LS	\$152,000.00
3090	LF	\$120.00
360	LF	\$170.00
16	EA	\$7,800.00
299	SY	\$145.00
60	SY	\$70.00
166	SY	\$105.00
1	LS	\$121,445.00
1	AL	\$5,000.00
380	SY	\$135.00
1	AL	\$30,000.00
1	AL	\$20,000.00

	Amici Engineering Contractors,
Total	Unit Cost

\$128,750.00	\$127,000.00
\$68,000.00	\$115,000.00
\$52,000.00	\$35,000.00
\$17,000.00	\$40,000.00

\$781,625.00	\$129.00
--------------	----------

\$444,555.00	\$112.00
--------------	----------

\$81,540.00	\$98.00
\$152,000.00	\$60,000.00
\$370,800.00	\$119.00
\$61,200.00	\$169.00
\$124,800.00	\$4,900.00
\$43,355.00	\$150.00
\$4,200.00	\$65.00
\$17,430.00	\$130.00
\$121,445.00	\$244,822.00
\$5,000.00	\$5,000.00
\$51,300.00	\$150.00
\$30,000.00	\$30,000.00
\$20,000.00	\$20,000.00

\$2,575,000.00

LLC	B.R.W. Contracting, INC
Total	Unit Cost

\$127,000.00	\$135,000.00
\$115,000.00	\$65,000.00
\$35,000.00	\$25,000.00
\$40,000.00	\$30,000.00

\$806,637.00	\$110.00
--------------	----------

\$368,816.00	\$215.00
--------------	----------

\$59,192.00	\$135.00
\$60,000.00	\$131,350.00
\$367,710.00	\$110.00
\$60,840.00	\$475.00
\$78,400.00	\$5,350.00
\$44,850.00	\$100.00
\$3,900.00	\$50.00
\$21,580.00	\$65.00
\$244,822.00	\$250,000.00
\$5,000.00	\$5,000.00
\$57,000.00	\$75.00
\$30,000.00	\$30,000.00
\$20,000.00	\$20,000.00

\$2,545,747.00

	Cacique Utilities LLC
Total	Unit Cost

\$135,000.00	\$120,000.00
\$65,000.00	\$120,000.00
\$25,000.00	\$20,000.00
\$30,000.00	\$120,000.00

\$687,830.00	\$104.00
--------------	----------

\$707,995.00	\$190.00
--------------	----------

\$81,540.00	\$100.00
\$131,350.00	\$80,000.00
\$339,900.00	\$104.00
\$171,000.00	\$200.00
\$85,600.00	\$5,000.00
\$29,900.00	\$100.00
\$3,000.00	\$82.00
\$10,790.00	\$91.00
\$250,000.00	\$58,000.00
\$5,000.00	\$5,000.00
\$28,500.00	\$100.00
\$30,000.00	\$30,000.00
\$20,000.00	\$20,000.00

\$2,837,405.00

	Cathcart Construction Company
Total	Unit Cost

\$120,000.00	\$115,000.00
\$120,000.00	\$35,000.00
\$20,000.00	\$45,000.00
\$120,000.00	\$40,000.00

\$650,312.00	\$125.00
--------------	----------

\$625,670.00	\$150.00
--------------	----------

\$60,400.00	\$115.00
\$80,000.00	\$86,500.00
\$321,360.00	\$125.00
\$72,000.00	\$215.00
\$80,000.00	\$7,500.00
\$29,900.00	\$230.00
\$4,920.00	\$110.00
\$15,106.00	\$310.00
\$58,000.00	\$88,000.00
\$5,000.00	\$5,000.00
\$38,000.00	\$230.00
\$30,000.00	\$30,000.00
\$20,000.00	\$20,000.00

\$2,470,668.00

y - Florida, LLC	Dallas 1 Corporation dba Dallas
Total	Unit Cost

\$115,000.00	\$129,310.00
\$35,000.00	\$179,190.00
\$45,000.00	\$68,050.00
\$40,000.00	\$66,440.00

\$781,625.00	\$160.00
--------------	----------

\$493,950.00	\$160.00
--------------	----------

\$69,460.00	\$150.00
\$86,500.00	\$100,520.00
\$386,250.00	\$150.00
\$77,400.00	\$250.00
\$120,000.00	\$9,080.00
\$68,770.00	\$160.00
\$6,600.00	\$130.00
\$51,460.00	\$260.00
\$88,000.00	\$91,630.00
\$5,000.00	\$17,690.00
\$87,400.00	\$150.00
\$30,000.00	\$30,000.00
\$20,000.00	\$20,000.00

\$2,607,415.00

1 Construction & Development	DB Civil Construction
Total	Unit Cost

\$129,310.00	\$130,000.00
\$179,190.00	\$40,000.00
\$68,050.00	\$18,849.00
\$66,440.00	\$20,000.00

\$1,000,480.00	\$122.00
----------------	----------

\$526,880.00	\$145.00
--------------	----------

\$90,600.00	\$90.00
\$100,520.00	\$110,000.00
\$463,500.00	\$122.00
\$90,000.00	\$145.00
\$145,280.00	\$6,600.00
\$47,840.00	\$100.00
\$7,800.00	\$170.00
\$43,160.00	\$60.00
\$91,630.00	\$65,000.00
\$17,690.00	\$5,000.00
\$57,000.00	\$100.00
\$30,000.00	\$30,000.00
\$20,000.00	\$20,000.00

\$3,175,370.00

	General Underground
Total	Unit Cost

\$130,000.00	\$102,000.00
\$40,000.00	\$29,000.00
\$18,849.00	\$20,000.00
\$20,000.00	\$20,000.00

\$762,866.00	\$125.00
--------------	----------

\$477,485.00	\$120.00
--------------	----------

\$54,360.00	\$70.00
\$110,000.00	\$55,000.00
\$376,980.00	\$125.00
\$52,200.00	\$120.00
\$105,600.00	\$5,600.00
\$29,900.00	\$120.00
\$10,200.00	\$140.00
\$9,960.00	\$125.00
\$65,000.00	\$50,000.00
\$5,000.00	\$5,000.00
\$38,000.00	\$125.00
\$30,000.00	\$30,000.00
\$20,000.00	\$20,000.00

\$2,356,400.00

	Harris-McBurney Company
Total	Unit Cost

\$102,000.00	\$150,000.00
\$29,000.00	\$26,505.36
\$20,000.00	\$40,361.76
\$20,000.00	\$63,648.00

\$781,625.00	\$170.18
--------------	----------

\$395,160.00	\$184.36
--------------	----------

\$42,280.00	\$197.05
\$55,000.00	\$123,377.75
\$386,250.00	\$189.90
\$43,200.00	\$283.04
\$89,600.00	\$21,087.28
\$35,880.00	\$147.52
\$8,400.00	\$141.44
\$20,750.00	\$112.77
\$50,000.00	\$45,888.90
\$5,000.00	\$7,200.00
\$47,500.00	\$147.52
\$30,000.00	\$30,000.00
\$20,000.00	\$20,000.00

\$2,181,645.00

	Insituform Technologies, LLC
Total	Unit Cost

\$150,000.00	\$137,500.00
\$26,505.36	\$90,000.00
\$40,361.76	\$39,000.00
\$63,648.00	\$10,000.00

\$1,064,135.54	\$150.50
----------------	----------

\$607,097.48	\$156.35
--------------	----------

\$119,018.20	\$127.00
\$123,377.75	\$162,000.00
\$586,791.00	\$138.00
\$101,894.40	\$156.50
\$337,396.48	\$14,100.00
\$44,108.48	\$162.35
\$8,486.40	\$85.90
\$18,719.82	\$162.35
\$45,888.90	\$221,182.00
\$7,200.00	\$9,500.00
\$56,057.60	\$162.00
\$30,000.00	\$30,000.00
\$20,000.00	\$20,000.00

\$3,450,687.17

	Kamminga & Roodvoets, Inc.
Total	Unit Cost

\$137,500.00	\$150,000.00
\$90,000.00	\$120,000.00
\$39,000.00	\$80,000.00
\$10,000.00	\$20,000.00

\$941,076.50	\$130.00
--------------	----------

\$514,860.55	\$185.00
--------------	----------

\$76,708.00	\$150.00
\$162,000.00	\$125,000.00
\$426,420.00	\$140.00
\$56,340.00	\$220.00
\$225,600.00	\$5,000.00
\$48,542.65	\$177.00
\$5,154.00	\$95.00
\$26,950.10	\$70.00
\$221,182.00	\$255,900.00
\$9,500.00	\$5,000.00
\$61,560.00	\$177.00
\$30,000.00	\$30,000.00
\$20,000.00	\$20,000.00

\$3,102,393.80

	Killebrew, Inc
Total	Unit Cost

\$150,000.00	\$160,000.00
\$120,000.00	\$155,000.00
\$80,000.00	\$100,000.00
\$20,000.00	\$55,000.00

\$812,890.00	\$140.00
--------------	----------

\$609,205.00	\$180.00
--------------	----------

\$90,600.00	\$90.00
\$125,000.00	\$140,000.00
\$432,600.00	\$150.00
\$79,200.00	\$185.00
\$80,000.00	\$7,800.00
\$52,923.00	\$242.00
\$5,700.00	\$242.00
\$11,620.00	\$125.00
\$255,900.00	\$250,000.00
\$5,000.00	\$5,000.00
\$67,260.00	\$235.00
\$30,000.00	\$30,000.00
\$20,000.00	\$20,000.00

\$3,047,898.00

	Midsouth Inc.
Total	Unit Cost

\$160,000.00	\$59,760.00
\$155,000.00	\$37,270.00
\$100,000.00	\$10,510.00
\$55,000.00	\$13,500.00

\$875,420.00	\$119.50
--------------	----------

\$592,740.00	\$97.00
--------------	---------

\$54,360.00	\$105.70
\$140,000.00	\$123,630.00
\$463,500.00	\$99.10
\$66,600.00	\$123.20
\$124,800.00	\$6,760.00
\$72,358.00	\$135.40
\$14,520.00	\$72.90
\$20,750.00	\$93.40
\$250,000.00	\$131,510.00
\$5,000.00	\$5,000.00
\$89,300.00	\$124.60
\$30,000.00	\$30,000.00
\$20,000.00	\$20,000.00

\$3,289,348.00

	Peak Power Services, Inc.
Total	Unit Cost

\$59,760.00	\$123,762.80
\$37,270.00	\$40,096.38
\$10,510.00	\$49,071.20
\$13,500.00	\$36,000.00

\$747,233.50	\$107.77
--------------	----------

\$319,421.00	\$211.57
--------------	----------

\$63,842.80	\$124.45
\$123,630.00	\$161,008.74
\$306,219.00	\$108.33
\$44,352.00	\$257.17
\$108,160.00	\$8,354.22
\$40,484.60	\$159.63
\$4,374.00	\$171.68
\$15,504.40	\$91.52
\$131,510.00	\$62,724.00
\$5,000.00	\$5,000.00
\$47,348.00	\$138.16
\$30,000.00	\$30,000.00
\$20,000.00	\$20,000.00

\$2,128,119.30

	Timm Group
Total	Unit Cost

\$123,762.80	\$150,000.00
\$40,096.38	\$85,000.00
\$49,071.20	\$75,000.00
\$36,000.00	\$35,000.00

\$673,885.81	\$180.00
--------------	----------

\$696,700.01	\$150.00
--------------	----------

\$75,167.80	\$100.00
\$161,008.74	\$135,000.00
\$334,739.70	\$150.00
\$92,581.20	\$150.00
\$133,667.52	\$5,000.00
\$47,729.37	\$130.00
\$10,300.80	\$60.00
\$15,192.32	\$200.00
\$62,724.00	\$100,000.00
\$5,000.00	\$5,000.00
\$52,500.80	\$130.00
\$30,000.00	\$30,000.00
\$20,000.00	\$20,000.00

\$2,660,128.45

	US Water Services Corporation
Total	Unit Cost

\$150,000.00	\$115,000.00
\$85,000.00	\$68,000.00
\$75,000.00	\$72,000.00
\$35,000.00	\$55,500.00

\$1,125,540.00	\$121.00
----------------	----------

\$493,950.00	\$163.00
--------------	----------

\$60,400.00	\$60.00
\$135,000.00	\$140,000.00
\$463,500.00	\$121.00
\$54,000.00	\$163.00
\$80,000.00	\$8,800.00
\$38,870.00	\$179.00
\$3,600.00	\$45.00
\$33,200.00	\$75.00
\$100,000.00	\$86,250.00
\$5,000.00	\$3,076.00
\$49,400.00	\$179.00
\$30,000.00	\$30,000.00
\$20,000.00	\$20,000.00

\$3,037,460.00

Total

\$115,000.00

\$68,000.00

\$72,000.00

\$55,500.00

\$756,613.00

\$536,759.00

\$36,240.00

\$140,000.00

\$373,890.00

\$58,680.00

\$140,800.00

\$53,521.00

\$2,700.00

\$12,450.00

\$86,250.00

\$3,076.00

\$68,020.00

\$30,000.00

\$20,000.00

\$2,629,499.00

May 23, 2025

Karen Miller
Purchasing Agent
City of Zephyrhills
5335 8th Street
Zephyrhills, Florida 33542

RE: City of Zephyrhills
Pasco County RCW Interconnect
City of Zephyrhills: ITB 2025-005
Jones Edmunds Project No.: 26110-052-01
Bid Review & Evaluation of Findings

Dear Ms. Miller,

This letter summarizes the construction contract bids received for the Pasco County RCW Interconnect project. The City of Zephyrhills received 16 bids for the project on Monday, May 5, 2025 at 10:00 am.

Bid Summary

The project was advertised, and sixteen (16) contractors submitted a bid for this project. The Total Base Bids for Pasco RCW ranged from **\$2,128,119.30** to **\$3,450,687.17**. The two lowest bids received were evaluated for conformance with the criteria set forth in the bidding documents.

Midsouth, Inc. submitted the lowest total base bid for the Pasco County RCW Interconnect Project for **\$2,128,119.30**.

Jones Edmunds reviewed the submitted bid package provided by Midsouth, Inc., and found the bid responsive. All items were acknowledged on the Bid Form. A 5% Bid Bond was provided, and the Bid Bond surety is licensed in Florida.

Project references were provided to investigate the Contractors' experience, reputation, and performance on past projects. Jones Edmunds contacted the references and would consider the contractor capable of performing the work required for this project.

In addition, Jones Edmunds conducted a D&B report review on Midsouth, Inc., and their report showed the Contractor is at a low to moderate risk for late payments.

Although the final determination regarding awarding a contractor for this project will be made by the City, Jones Edmunds believes Midsouth, Inc.'s bid to be responsive and, based on the findings above, does not take exception to awarding the project to Midsouth, Inc., for the bid price of:

Total Base Bid Price for Pasco County RCW Interconnect:

\$2,128,119.30

We appreciate the opportunity to provide services to the City of Zephyrhills and look forward to the successful construction of this project.

If you have any questions, please contact me at your convenience by phone at (813) 258-0703 or by email at gfruecht@jonesedmunds.com.

Sincerely,



Gregg S. Fruecht
Senior Construction Administrator
Jones Edmunds & Associates, Inc.
324 S. Hyde Park Avenue, Suite 250
Tampa, FL 33606
727-432-1326

CC: Mike Clark – Jones Edmunds
Chris Seufert-Jones Edmunds
Ken Fraser-Jones Edmunds

CONSENT ITEMS 1.4

Approval of agreement **37-25-08** with Odyssey Manufacturing to furnish and deliver liquid sodium hypochlorite

Issue:

Approval of agreement with Odyssey Manufacturing to furnish and delivery of liquid sodium hypochlorite

Background:

The City uses sodium hypochlorite for disinfection purposes at the WWTP, and the seven (7) drinking water wells. We have used Odyssey as a supplier for many years as their pricing has always been very reasonable, and their product is of the highest quality.

Attachment(s):

1. 37-25-08 Odyssey- 4th Amendment to 11-21-05(36454377.2)

Fiscal Impact:

The City uses approximately 70,000 gallons annually. This cost increase request will impact the city for the next year in the amount of \$114,800.00. An increase from last year of \$8,400.00.

Staff Recommendation:

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

**FOURTH AMENDMENT TO THE AGREEMENT FOR PURCHASE OF
LIQUID SODIUM HYPOCHLORITE - PURCHASE & SERVICE**

This Fourth Amendment, made and entered into this ____ of June, 2025, effective August 12, 2025, by and between the City of Zephyrhills, a Florida municipal corporation whose mailing address is 5335 8th Street, Zephyrhills, Florida 33542, hereinafter referred to as "City", and Odyssey Manufacturing Co., a Florida Corporation whose mailing address is 1484 Massaro, Blvd., Tampa, Florida 33619, hereinafter referred to as "Contractor" (and collectively the "Parties"), both of whom agree that the current Agreement for Liquid Sodium Hypochlorite — Purchase & Service, pursuant to Bid No. 11-21-05 (hereinafter referred to as the "Agreement"), made and entered into by the City and Contractor on the 26th day of April, 2021, is hereby amended in the following manner:

1. Section 4.1 is hereby amended to increase the sodium hypochlorite pricing from \$1.52 per gallon to \$1.64 per gallon on the anniversary date of the Agreement which shall be August 12, 2025. This price increase is made based on Contractor's request dated May 22, 2025, attached hereto as Exhibit "A" and made apart hereof by reference.
2. which outlined the unprecedented and extraordinary inflationary situation in the world chemical market where prices have increased significantly over the past year.
3. All other Sections and recitals of the above-referenced Agreement shall remain in full force and effect.

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

Attest:

CITY OF ZEPHYRHILLS

Ricardo Quinones, City Clerk

Charles E. Proctor
Council President

Signed, Sealed and Delivered
In the presence of:

CONTRACTOR:
ODYSSEY MANUFACTURING, CO.

Witness

By: _____
Name: _____
Title: _____

Witness

EXHIBIT

A



May 22, 2025

Ms. Karen Miller
Purchasing Agent
City of Zephyrhills
City Hall
5335 8th Street
Zephyrhills, FL 33542

Re: **CITY OF ZEPHYRHILLS ITB 11-21-05: FURNISH AND DELIVERY OF LIQUID SODIUM HYPOCHLORITE TO WATER AND WASTEWATER PLANTS**

Dear Ms. Miller,

As you know, the anniversary date of the subject contract is August 12, 2025. The initial term of this contract was for five years, and it has automatic renewals thereafter with mutual agreement. We are nearing the end of the fourth year of service under this contract. The purpose of this letter is to request a price increase for the fourth year of the contract effective August 12, 2025, through August 11, 2026, with a change in pricing from \$1.52 per gallon to \$1.64 per gallon which represents an increase of 7.9%.

Over the past year, our production and delivery costs have continued to go up. Our salt contract escalates at 3% per year. Our electricity costs went up over 15%. Our wages have increased 4.5%, which in this tight labor market, is necessary to keep blue collar employees. Unfortunately, our insurance premiums for liability insurance and for property insurance each increased over \$1,100,000 with the recent renewals. This alone represents the equivalent of just over a \$.018 per gallon cost increase.

Lastly, the cost to serve the City of Zephyrhills is significantly higher than any of our other Florida customers because there are eight plants and only 70,000 gallons per year of consumption. Thus, delivery costs are extremely significant and spread among far fewer gallons than most other utilities. As a result, our delivery cost for the City of Zephyrhills is between \$0.45 to \$0.50 per gallon compared to less than \$0.25 per gallon for our other customers.

In addition to the cost increases we have experienced, a second barometer to look at is hypochlorite bids in the marketplace. The table below represents all of the bids in the State of Florida for sodium hypochlorite for this year. As you can see, the proposed increase is very reasonable in light of these recent bids, factoring in the City of Zephyrhills annual usage of 70,000 gallons per year and its higher delivery costs.

MANUFACTURERS OF **ULTRA-CHLOR** (800) ODYSSEY
THE CLEAR SOLUTION www.odysseymanufacturing.com

1484 MASSARO BLVD • TAMPA, FL 33619 • (813) 635-0339 • FAX (813) 630-2589

Bid Date	Utility	Annual Gallons	Allied	Odyssey
8/25/2023	City of Port St. Joe	62,000	No Bid	\$1.69
9/11/2023	City of Lake Wales	109,000	\$1.95	\$1.70
9/27/2023	City of Lakeland	105,000	\$1.69	\$1.76
10/4/2023	Seminole County	1,794,000	\$1.68	\$1.95
11/9/2023	Central Florida Tourism Oversight Dist.	641,648	\$2.10	\$1.53
12/18/2023	Hillsborough County	10,724,040	\$1.43	\$1.89
12/18/2023	City of Tampa	1,700,000	\$1.49	\$1.42
3/12/2024	Peace River Manasota	750,000	\$1.56	\$1.65
4/17/2024	Lee County	1,445,000	\$1.49	\$1.76
6/24/2024	Fort Pierce Utility Authority (FPUA)	425,000	\$1.49	\$1.70
6/25/2024	Town of Jupiter WTP	310,000	\$3.25	\$1.74
6/25/2024	Town of Jupiter Pump Station	4,000	\$3.25	\$2.95
7/10/2024	City of Lake Worth Beach–Full Truck	265,000	\$1.59	\$1.70
7/10/2024	City of Lake Worth Beach–Partial Truck	30,000	\$1.69	\$1.95
7/11/2024	City of Oviedo WTP/WWTP	527,000	\$1.61	\$1.70
7/11/2024	City of Oviedo Pools	17,000	\$1.74	\$2.55
7/11/2024	City of St. Petersburg	2,000,000	\$1.70	\$1.45
7/17/2024	The Villages	600,000	\$2.18(*)	\$2.40(*)
7/22/2024	Pasco County – Bulk Deliveries	2,314,800	\$1.58	\$1.85
8/5/2024	Hernando County – Bulk Deliveries	354,500	\$1.89	\$1.75
8/7/2024	Seacoast Utilities	250,000	\$1.68	No Bid
8/13/2024	City of St. Augustine	260,000	\$1.84	\$1.60
8/14/2024	Charlotte County	586,000	\$1.67	No Bid
8/28/2024	New Smyrna Beach WTP/WWTP	425,000	\$1.89	\$1.55
10/17/2024	Tampa Bay Water	10,760,868	\$1.85	\$1.45
11/20/2024	City of Tallahassee	906,000	\$1.94	\$1.73
2/21/2025	Volusia County	270,000	\$1.67	No Bid
3/11/2025	Peace River Manasota	750,000	\$1.64	\$1.82
4/1/2025	City of Tarpon Springs	150,000	\$1.97	\$1.63
4/22/2025	City of Cape Coral	1,372,000	\$1.96	\$1.58

Thanks for your consideration. Please do not hesitate to contact me at (813) ODYSSEY or cellular (813) 335-3444 if I can be of further assistance.

Sincerely,

Patrick H. Allman
General Manager

CONSENT ITEMS 1.5

Approval of Utility Service Agreement **45-25-19** for 6720 20th Street Zephyrhills Fl 3354

Issue:

Background:

Attachment(s):

1. 45-25-19 for 6720 20th Street Zephyrhills Fl 3354

Fiscal Impact:

Staff Recommendation:

AGREEMENT ARISING OUT OF REQUEST FOR CITY SERVICES
OUTSIDE CORPORATE LIMITS

THIS AGREEMENT, entered into this 12th day of June, 2025, between
CAROLE E ROWE hereinafter referred to as parties of the first
part, and the City of Zephyrhills, a municipal corporation, hereinafter referred to as the City.

WITNESSETH

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

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

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

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

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

Physical Address: 6720 20TH STREET ZEPHYRHILLS FL 33542

Parcel Identification Number: 01 26 21 0010 04000 0000

Legal Description: SOUTH 178 FT OF ZEPHYRHILLS COLONY COMPANY LANDS PB 1 PG 55
TR 40 EXC WEST 10 FT THEREOF PER PER 3362 PG 270

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF ZEPHYRHILLS

ATTEST _____
CITY CLERK

BY: _____
PRESIDENT OF CITY COUNCIL

BY: _____
MAYOR

STATE OF FLORIDA
COUNTY OF PASCO

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

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

(SEAL)

Wendy Heimes
Witness Signature
Wendy Heimes
Witness Printed Name
Jacqueline Boges
Witness Signature
Jacqueline Boges
Witness Printed Name

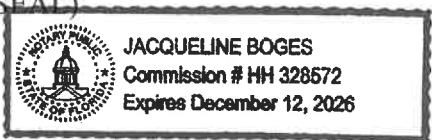
Witness Signature
Witness Printer Name
Witness Signature
Witness Printed Name

STATE OF FLORIDA
COUNTY OF PASCO

I HEREBY CERTIFY that on this date before me a Notary Public duly authorized in the State and County above named to take acknowledgements, personally appeared Carole Elane Rowe known by me to be the person(s) described in or who produced Florida Driver License as identification and who executed the foregoing agreement on behalf of the party of the first part.

WITNESS my hand and official seal in the State and County aforesaid this 12th day of June, 2025.

(SEAL)



NOTARY PUBLIC
My Commission Expires:
Carole E. Rowe
Applicant Signature
Carole E. Rowe
Applicant Printed Name

Applicant Signature
Applicant Printed Name

NOTARY PUBLIC
My Commission Expires: December 12, 2026

BUSINESS ITEMS 2.1

Rezone Butterfield Properties -

SECOND READING ORDINANCE NO. 1500-25 " AN ORDINANCE OF THE CITY OF ZEPHYRHILLS, FLORIDA, AMENDING THE OFFICIAL ZONING MAP BY REZONING TWO PARCELS TOTALING APPROXIMATELY 14,545.8 SQUARE FEET (0.33 ACRES), MORE OR LESS, FROM OP (OFFICE PROFESSIONAL) TO R3 (MEDIUM DENSITY RESIDENTIAL), LOCATED AT THE INTERSECTION OF NORTH AVENUE AND 12TH STREET, BEING PARCEL NUMBERS 02-26-21-0050-00000-0010 AND THE SOUTH 44.70 FEET OF PARCEL 02-26-21-0050-00000-0020, IN ZEPHYRHILLS, FLORIDA; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE. "

- A. Council President opens Public Hearing
- B. Council President closes Public Hearing
- C. City Council considers Ordinance No. 1500-25 on the Second Reading

Issue:

Rezone from Office Professional (OP) to R-3 (Medium Density Residential) 02-26-21-0050-00000-0010 & 02-26-21-0050-00000-0020 (portion thereof)

Background:

This staff report evaluates a rezoning application submitted by Butterfield Investments Inc. for two parcels at the intersection of North Avenue and 12th Street, totaling about 14,545.8 square feet. The applicant seeks to rezone the property from OP (Office Professional) to R3 (Medium Density Residential) to allow for the development of multi-family residential housing.

The property was previously zoned R-3 before being rezoned to OP in 1992 via Ordinance 567-1992. This current rezoning proposal seeks to restore the original R-3 zoning designation. Staff finds the proposed R-3 zoning to be more appropriate for the area, as residential development will have a lower traffic and intensity impact than office and/or commercial uses—particularly important given the site's proximity to the identified Hot Spots intersection of 12th Street and North Avenue.

Access to the site will be provided through a rear access drive located along the eastern property boundary, which will help minimize traffic impacts along 12th Street. The change supports compatibility with the surrounding mix of residential and light commercial uses and aligns with the City's long-term planning goals.

- Location: Intersection of North Avenue and 12th Street, City of Zephyrhills, FL

- Parcel IDs: 02-26-21-0050-00000-0010 (lot 1) & 02-26-21-0050-00000-0020 (lot 2, south 44.70 ft.)
- Current Zoning: OP (Office Professional)
- Proposed Zoning: R3 (Medium Density Residential)
- Total Acreage: Approximately 0.33 acres (14,545.8 square feet)
- Existing Use: Vacant
- Surrounding Uses: A mix of single-family residential, mobile home units, and nearby commercial uses including a convenience store.
-

Current Zoning (OP):

The OP zoning district is intended for office and professional uses such as medical, financial, and administrative services. Limited residential uses may be permitted but are typically secondary to commercial intent.

Proposed Zoning (R3):

The R3 zoning district accommodates medium-density residential development, including single-family, duplex, and multi-family dwellings. This district is appropriate for areas supported by adequate infrastructure and services. .

Consistency with Comprehensive Plan:

The proposed rezoning aligns with the City's Future Land Use Map and Comprehensive Plan, which support medium-density residential development in this area. The shift from OP to R3 reflects current land use trends and enhances opportunities for needed housing options.

Development Standards:

Minimum Lot Area: 6,000 square feet

Minimum Lot Width: 60 feet

Maximum Density: 7.0 dwelling units (DU) per acre (detached)/10.5 DU (attached) per acre

Front Yard Setback: 20 feet (detached) 30 feet (attached)

Side Yard Setback: 10 feet

Rear Yard Setback: 10 feet

Maximum Height: 30 feet

*These standards ensure compatibility with surrounding land uses while supporting appropriately scaled development.

Attachment(s):

1. RZ 17-25 Butterfield Properties Staff Report June 23 2025
2. Ordinance 1500-15 Butterfield Rezoning(36332557.1)

Fiscal Impact:

Minimal

Staff Recommendation:

Staff recommends approval of the rezoning request from OP to R3 for Parcel IDs 02-26-21-0050-00000-0010 and 02-26-21-0050-00000-0020 (south 44.70 feet, the remaining portion of this lot is already assigned a zoning designation of R-3). The proposed zoning is consistent with the City's goals of promoting infill development, expanding housing availability, and aligning zoning with the area's existing residential character. Additionally, the proposed change will have a reduced impact on the surrounding transportation network, particularly the Hot Spots intersection of 12th Street and North Avenue, compared to office and/or commercial uses.

Staff Report

Memorandum

To: Honorable Mayor and City Council

From: Rodney V. Corriveau, AICP – Principal Planner

RE: RZ 17-25 Rezone from Office Professional (OP) to R-3 (Medium Density Residential)
Butterfield Properties

RE: 02-26-21-0050-00000-0010 & 02-26-21-0050-00000-0020 (portion thereof) ¹

Date: June 9, 2025

I. Executive Summary

This staff report evaluates a rezoning application submitted by Butterfield Investments Inc. for two parcels at the intersection of North Avenue and 12th Street, totaling about 14,545.8 square feet. The applicant seeks to rezone the property from **OP (Office Professional)** to **R3 (Medium Density Residential)** to allow for the development of multi-family residential housing.

The property was previously zoned **R-3** before being rezoned to **OP** in **1992** via **Ordinance 567-1992**. This current rezoning proposal seeks to restore the original **R-3** zoning designation. Staff finds the proposed R-3 zoning to be more appropriate for the area, as residential development will have a lower traffic and intensity impact than office and/or commercial uses—particularly important given the site's proximity to the identified **Hot Spots intersection of 12th Street and North Avenue**.

Access to the site will be provided through a rear access drive located along the eastern property boundary, which will help minimize traffic impacts along **12th Street**. The change supports compatibility with the surrounding mix of residential and light commercial uses and aligns with the City's long-term planning goals.

¹ Note: RE # 02-26-21-0050-00000-0020 (lot 2) rezoning is for the southerly 44.70 feet only, the remaining portion of this lot is already assigned a zoning designation of R-3.

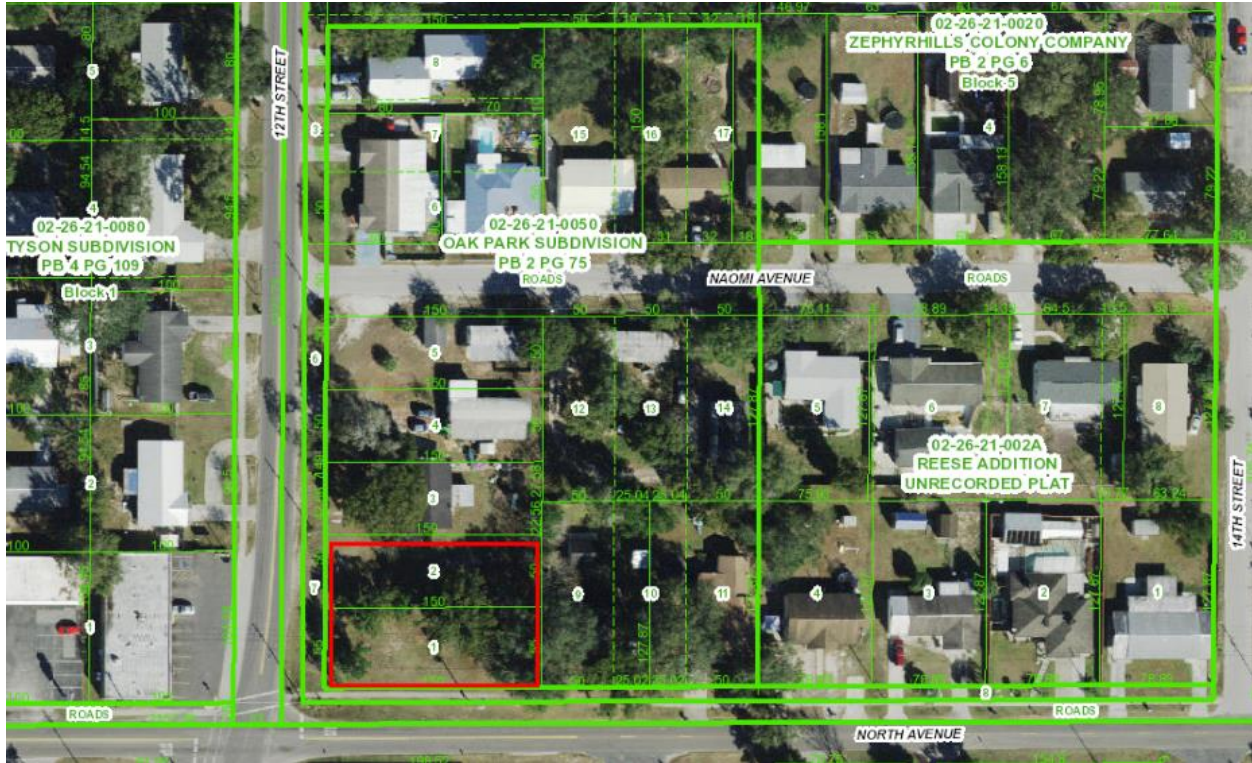


Image 1 – Property Overview @ North Ave. And 12th St.

II. Property Overview

- **Location:** Intersection of North Avenue and 12th Street, City of Zephyrhills, FL
- **Parcel IDs:** 02-26-21-0050-00000-0010 (lot 1) & 02-26-21-0050-00000-0020 (lot 2, south 44.70 ft.)
- **Current Zoning:** OP (Office Professional)
- **Proposed Zoning:** R3 (Medium Density Residential)
- **Total Acreage:** Approximately 0.33 acres (14,545.8 square feet)
- **Existing Use:** Vacant
- **Surrounding Uses:** A mix of single-family residential, mobile home units, and nearby commercial uses including a convenience store.

III. Zoning & Comp Plan Analysis

Current Zoning (OP):

The OP zoning district is intended for office and professional uses such as medical, financial, and administrative services. Limited residential uses may be permitted but are typically secondary to commercial intent.

Proposed Zoning (R3):

The R3 zoning district accommodates medium-density residential development, including single-family, duplex, and multi-family dwellings. This district is appropriate for areas supported by adequate infrastructure and services. Please see Map 1, Proposed Zoning on the next page.

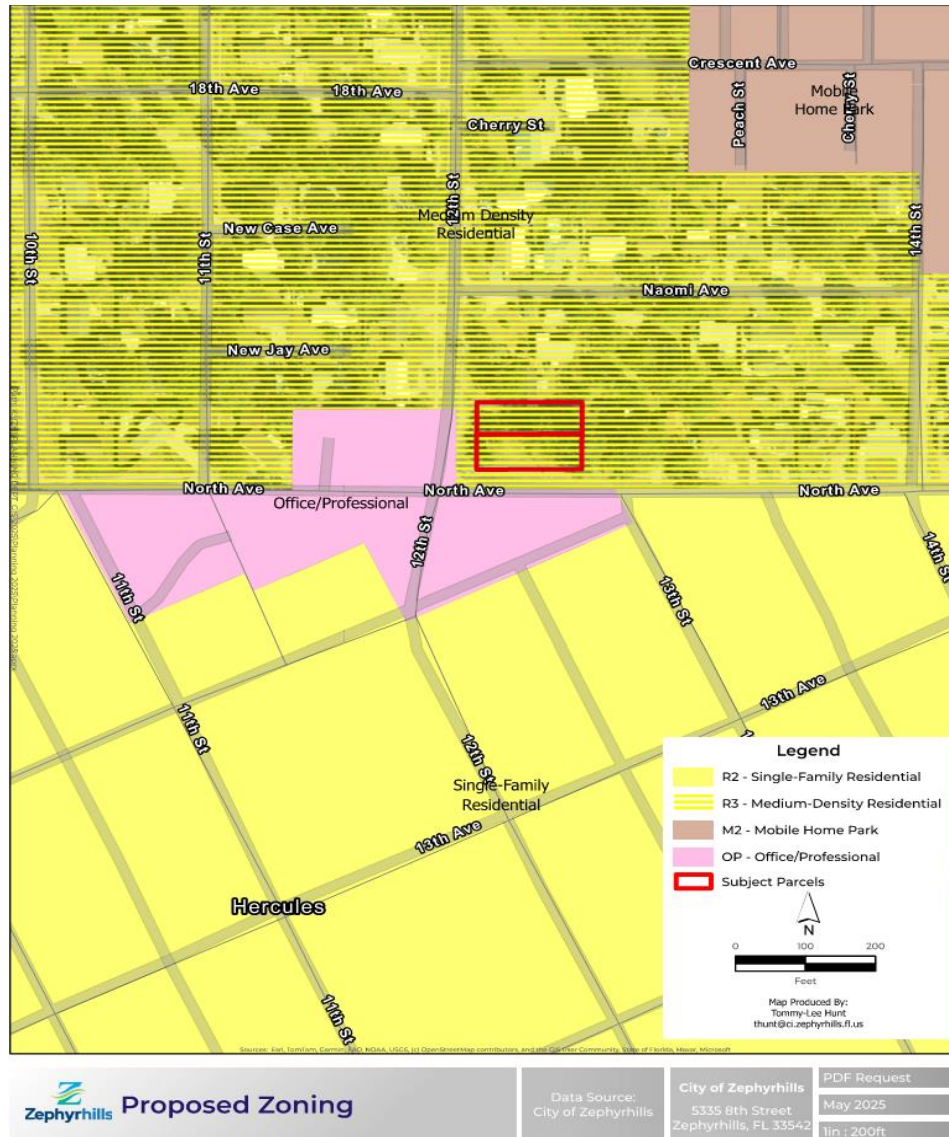
Consistency with Comprehensive Plan:

The proposed rezoning aligns with the City's Future Land Use Map and Comprehensive Plan, which support medium-density residential development in this area. The shift from OP to R3 reflects current land use trends and enhances opportunities for needed housing options.

IV. Development Standards (R3)

- **Minimum Lot Area:** 6,000 square feet
- **Minimum Lot Width:** 60 feet
- **Maximum Density:** 7.0 dwelling units (DU) per acre (detached)/10.5 DU (attached) per acre
- **Front Yard Setback:** 20 feet (detached) 30 feet (attached)
- **Side Yard Setback:** 10 feet
- **Rear Yard Setback:** 10 feet
- **Maximum Height:** 30 feet

These standards ensure compatibility with surrounding land uses while supporting appropriately scaled development.



Map 1 – Proposed Zoning

V. Staff Recommendation

Staff recommends **approval** of the rezoning request from **OP to R3** for Parcel IDs 02-26-21-0050-00000-0010 and 02-26-21-0050-00000-0020 (south 44.70 feet, the remaining portion of this lot is already assigned a zoning designation of R-3). The proposed zoning is consistent with the City's goals of promoting infill development, expanding housing availability, and aligning zoning with the area's existing residential character. Additionally, the proposed change will have a reduced impact on the surrounding transportation network, particularly the **Hot Spots intersection of 12th Street and North Avenue**, compared to office and/or commercial uses.

ORDINANCE NO.: 1500-25

AN ORDINANCE OF THE CITY OF ZEPHYRHILLS, FLORIDA, AMENDING THE OFFICIAL ZONING MAP BY REZONING TWO PARCELS TOTALING APPROXIMATELY 14,545.8 SQUARE FEET (0.33 ACRES), MORE OR LESS, FROM OP (OFFICE PROFESSIONAL) TO R3 (MEDIUM DENSITY RESIDENTIAL), LOCATED AT THE INTERSECTION OF NORTH AVENUE AND 12TH STREET, BEING PARCEL NUMBERS 02-26-21-0050-00000-0010 AND THE SOUTH 44.70 FEET OF PARCEL 02-26-21-0050-00000-0020, IN ZEPHYRHILLS, FLORIDA; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

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

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

WHEREAS, Butterfield Investments Inc., owner of the subject parcels located at the intersection of North Avenue and 12th Street, has requested a rezoning from OP (Office Professional) to R3 (Medium Density Residential) to allow for the development of multi-family residential units; and

WHEREAS, the subject parcels were originally zoned R-3 prior to being rezoned to OP in 1992 via Ordinance 567-1992, and this rezoning restores the original designation; and

WHEREAS, the City Council of the City of Zephyrhills finds that the proposed zoning change is consistent with the City's Comprehensive Plan and Land Development Code, and that R3 zoning is more appropriate for the area due to the proximity to the "Hot Spots" intersection of North Avenue and 12th Street and the anticipated lower intensity of residential use compared to office and/or commercial uses; and

WHEREAS, the Planning Department has reviewed the application and determined the proposed rezoning supports the City's goals for infill development and compatibility with surrounding land uses, which include a mix of single-family homes, mobile homes, and commercial uses; and

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

WHEREAS, the City Council desires to hereby formally adopt the amendment to the City's Zoning Map.

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

Section 1. Recitals.

The Whereas Clauses above are true and accurate and are incorporated by reference and made a part of this Ordinance.

Section 2. Authority.

This Ordinance is enacted pursuant to Chapter 163, Florida Statutes, and under the home rule powers of the City.

Section 3. Amendment.

The official Zoning Map of the City of Zephyrhills is hereby amended to rezone the following described property from OP (Office Professional) to R-3, (Medium Density Residential):

Parcel/Tax ID Numbers:

- 02-26-21-0050-00000-0010
- 02-26-21-0050-00000-0020 (the south 44.70 feet of said lot)

Location: Intersection of North Avenue and 12th Street, Zephyrhills, FL 33542.

Size: Approximately 14,545.8 square feet (0.33 acres), more or less.

Zoning Change: From OP (Office Professional) to R3 (Medium Density Residential).

Legal Description: Lot 1 and the south 44.70 feet of Lot 2 in OAK PARK SUBDIVISION, as recorded in Plat Book 2, Page 75, Public Records of Pasco County, Florida.

Acreage: 0.33 acre, m.o.l.

Section 4. Conflicts.

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

Section 5. Severability.

If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be unconstitutional or invalid, such decision shall not affect the remaining portions of this Ordinance.

Section 6. Effective Date.

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

The foregoing Ordinance No. 1500-25 was read and passed on the first reading in an open and regular meeting of the City Council of the City of Zephyrhills, Florida, on this 9th day of June 2025.

Attest: _____
Ricardo Quinones, City Clerk

Charles E. Proctor, Council President

The foregoing Ordinance No. 1500-25 was read and passed on the first reading in an open and regular meeting of the City Council of the City of Zephyrhills, Florida, on this 23rd day of June 2025.

Attest: _____
Ricardo Quinones, City Clerk

Charles E. Proctor, Council President

The foregoing Ordinance No. 1500-25 was approved by me this 23rd day of June 2025.

Melonie Bahr Monson, Mayor

Approved as to legal form and content

Matthew E. Maggard, City Attorney

BUSINESS ITEMS 2.2

Renewal of Residential Moratorium Twelve (12) Month Extension (July 14, 2025 - July 13, 2026)

First Reading **ORDINANCE NO. 1501-25 "AN ORDINANCE OF THE CITY OF ZEPHYRHILLS, FLORIDA ESTABLISHING A NEW TEMPORARY MORATORIUM ON THE CONSIDERATION OF NEW RESIDENTIAL APPLICATIONS FOR ANNEXATIONS, LAND USE MODIFICATIONS, REZONING, MAJOR PLANNED UNIT DEVELOPMENT AMENDMENTS, CONDITIONAL USES, OR VARIANCES FOR PROPERTY OVER ONE ACRE, NOT TO EXCEED TWELVE (12) MONTHS, PROVIDING FOR CONFLICTS, EXEMPTIONS, SEVERABILITY, EXPIRATION AND AN EFFECTIVE DATE."**

A. City Council considers Ordinance No. 1501-25 on the First Reading

Issue:

At the May 15, 2023, City Council/Planning Commission Workshop, staff was directed to bring back information for Council to consider a temporary suspension of accepting applications for rezoning, major amendments to master development agreements, site plan approvals, plat approvals, or variances for residential development over one acre to allow time to study the City's water use permit and impact fees. Council approved the 12-month moratorium on June 26, 2023. At that time, staff began working on the water use permit and impact fees. The impact fees study was completed and workshops have been scheduled. Staff continues to work with SWFWMD to resolve the additional pumping capacity needed to provide water to meet future demands.

On June 10, 2024 City Council approved Ordinance 1479-24 to extend the residential moratorium for 12 months. Staff is still working with SWFWMD to modify our WUP, therefore, it is requested to extend the moratorium an additional 12 months.

Background:

In order for a moratorium on development to be valid, it must be adopted in good faith, for a limited duration, and for the purpose of developing a plan to address a specific issue.

Furthermore, the local government must act expeditiously to address the issue.

Attachment(s):

1. Ordinance 1501-25 - Residential Moratorium 12 Month Extension

Fiscal Impact:

N/A

Staff Recommendation:

Staff recommends Council's approval of Ordinance No. 1501-25 Residential Development Moratorium.

ORDINANCE NO. 1501-25

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ZEPHYRHILLS, FLORIDA ESTABLISHING A NEW 12 MONTH MORATORIUM ON THE CONSIDERATION OF NEW RESIDENTIAL APPLICATIONS FOR ANNEXATIONS, LAND USE MODIFICATIONS, REZONINGS, MAJOR PLANNED UNIT DEVELOPMENT AMENDMENTS, CONDITIONAL USES, OR VARIANCES FOR PROPERTY OVER ONE ACRE; PROVIDING FOR CONFLICTS, EXEMPTIONS, SEVERABILITY, EXPIRATION AND AN EFFECTIVE DATE.

WHEREAS, as provided in section 2(b), Article VIII of the Constitution of the State of Florida, and section 166.021(1), Florida Statutes, the City of Zephyrhills, Florida (the “City”), a municipal corporation, enjoys all governmental, corporate, and proprietary powers necessary to conduct municipal government, perform municipal functions, and render municipal services, and may exercise any power for municipal purposes, except as expressly prohibited by law; and

WHEREAS, as provided in section 166.021(3), Florida Statutes, the governing body of each municipality in the state has the power to enact legislation concerning any subject matter upon which the state legislature may act, except when expressly prohibited by law; and

WHEREAS, the Southwest Florida Water Management District (“SWFWMD”) regulates, through the issuance of a Water Use Permit, the amount of water the City of Zephyrhills is permitted to provide to users of the City’s potable water supply; and

WHEREAS, the City of Zephyrhills has experienced substantial growth in a short time causing the addition of new residential annexations, land use modifications, rezonings, Major Planned Unit Development Amendments, conditional uses, and variances for property over one acre resulting in significant increased demand for City provided potable water; and

WHEREAS, the City of Zephyrhills has approved or is in the process of approving the maximum number of new residential annexations, land use modifications, rezonings, Major Planned Unit Development Amendments, conditional uses, and variances for property over one acre that the City’s current Water Use Permit will allow; and

WHEREAS, the City of Zephyrhills has applied for an expansion of its Water Use Permit and that application is under review by SWFWMD; and

WHEREAS, due to the historically high number of proposed and/or approved new residential projects within the boundaries of the City, the City of Zephyrhills is nearing its maximum daily usage allowed under the current Water Use Permit; and

WHEREAS, the City of Zephyrhills, through the adoption of Ordinance No.: 1461-23, implemented a 12-month temporary moratorium on accepting applications for new residential annexations, land use modifications, rezonings, Major Planned Unit Development Amendments, conditional uses, and variances for property over one acre within the City limits of the City of Zephyrhills; and

WHEREAS, the City of Zephyrhills has been working consistently and diligently with the help of its consultant, to answer all of the questions presented to it by SWFMWD during the Water Use Permit Expansion Application process;

WHEREAS, the City of Zephyrhills Moratorium as establish by Ordinance No.: 1461-23 expires on June 25, 2024;

WHEREAS, the City of Zephyrhills is still actively pursuing a Waster Use Permit expansion. As of the date of this ordinance, changes to the current Water Use Permit has not yet been approved by SWFWMD. The City of Zephyrhills needs additional time to complete the Water Use Permit Expansion process;

WHEREAS, the purpose of this ordinance is to place a new temporary moratorium on accepting applications for new residential annexations, land use modifications, rezonings, Major Planned Unit Development Amendments, conditional uses, and variances for property over one acre within the City limits of the City of Zephyrhills; and

WHEREAS, the City Council of the City of Zephyrhills, Florida hereby finds that the new temporary moratorium imposed by this ordinance is being imposed for a reasonable duration intended to give the City the time reasonably necessary to obtain the proper and necessary increases to the City's Water Use Permit; and

WHEREAS, the City Council of the City of Zephyrhills, Florida hereby finds that this ordinance advances an important government purpose by preventing the demand for City potable water service to exceed the current Water Use Permit limits; and

WHEREAS, the City Council of the City of Zephyrhills, Florida hereby finds that this ordinance is in the best interest of the public's health, safety, and welfare; and

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Zephyrhills, Florida, as follows:

Section 1. Authority.

This Ordinance is enacted pursuant to Chapter 163, Florida Statutes, and under the home rule powers of the City.

Section 2. Legislative Findings of Fact.

The foregoing **WHEREAS** clauses are hereby adopted as legislative findings of the City Council of the City of Zephyrhills and are ratified and confirmed as being true and correct and are hereby made a specific part of this Ordinance upon adoption hereof.

Section 3. Temporary Moratorium

Beginning on June 26, 2025 and continuing for twelve (12) consecutive months or sooner, if provided pursuant to section 5 of this ordinance, a moratorium is hereby imposed on the consideration of applications for new residential annexations, rezoning, land use modification, conditional uses, variances, and Major Planned Unit Development Amendments.

During the moratorium, the City of Zephyrhills will not accept, review, or consider applications for new residential annexations, rezoning, land use modification, conditional uses, variances, and Major Planned Unit Development Amendments.

Section 4. Exemptions.

The new temporary moratorium imposed by Section 3 of this ordinance shall not apply to any property and/or project that filed an application for residential annexations, land use modifications, rezonings, Major Planned Unit Development Amendments, conditional uses, and variances for property over one acre prior to the effective date Ordinance 1461-23. Additionally, this new moratorium shall not apply to utility service agreements or other utility-related agreements, which may be sought from the City (the mere submittal of which shall not obligate the City to approve the same).

Additionally, the new temporary moratorium imposed by Section 3 of this ordinance shall not apply to any residential project that is on one acre or less.

Any property and/or project that is exempt under this section may continue to apply for and receive any approvals, plats, permits or consents from the City allowed by the Land Development Code.

Section 5. Expiration of the Temporary Moratorium.

The temporary moratorium imposed by Section 3 of this ordinance expires as of the earliest of the follow occurrences:

- A. At the end of June 25, 2026; or
- B. A date before June 25, 2026, if provided by Ordinance of the City Council of the City of Zephyrhills, Florida.

Section 6. Repealer.

Any and all ordinances in conflict herewith are hereby repealed to the extent of any conflict.

Section 7. Severability.

It is declared to be the intent of the City Council of the City of Zephyrhills, Florida, that if any section, subsection, sentence, clause, or provision of this ordinance is held invalid, the remainder of the ordinance shall be construed as not having continued the said section, subsection, sentence, clause, or provision and shall not be affected by such holding.

Section 8. Inclusion into the Code.

It is the intent of the City Council that the provisions of this Ordinance shall become and be made a part of the City of Zephyrhills code, and that the sections of this Ordinance may be renumbered or re-lettered and the word “ordinance” may be changed to “section,” “article,” “regulation,” or such other appropriate word or phrase in order to accomplish such intentions.

Section 9. Effective Date.

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

The foregoing Ordinance No. 1501-25 was read and passed on the first reading in an open and regular meeting of the City Council of the City of Zephyrhills, Florida, on this 23rd day of June, 2025.

Attest: _____
Ricardo Quiñones, City Clerk Charles E. Proctor, Council President

The foregoing Ordinance No. 1501-25 was read and passed on the second reading, following a public hearing, in an open and regular meeting of the City Council of the City of Zephyrhills, Florida, on this 14th day of July, 2025.

Attest: _____
Eileen Mercado, Charles E. Proctor, Council President
Assistant City Clerk

The foregoing Ordinance No. 1501-25 was approved by me this 14th day of July, 2025.

Melonie Bahr Monson, Mayor

Approved as to legal form and legal content

Matthew E. Maggard, City Attorney

BUSINESS ITEMS 2.3

Renewal of MMTC Moratorium - (July 23, 2025 - July 22, 2026)

First Reading **ORDINANCE NO. 1502-25 "AN ORDINANCE OF THE CITY OF ZEPHYRHILLS, FLORIDA ESTABLISHING A NEW TEMPORARY MORATORIUM ON THE OPENING OF ANY NEW MEDICAL MARIJUANA TREATMENT CENTERS NOT TO EXCEED TWELVE (12) MONTHS; ADOPTING FINDINGS OF FACT; PROVIDING DEFINITIONS; IMPOSING A MEDICAL MARIJUANA TREATMENT CENTERS; SEVERABILITY, REPEALER, AND AN EFFECTIVE DATE. "**

A. City Council considers Ordinance No. 1502-25 on the First Reading

Issue:

The City Staff believes that an adequate number of medical marijuana treatment centers exist within the boundaries of the City of Zephyrhills and the moratorium will allow Staff time to review possible regulations permitted under Section 381.986, Florida Statutes.

Background:

The City Staff is requesting City Council pass a continuance of a temporary moratorium on the opening of any new medical marijuana treatment centers not to exceed twelve (12) months from the effective date of this ordinance. The ordinance would apply to all requests for said use that are not complete / approved by the City.

Attachment(s):

1. Ordinance 1502-25 Medical Marijuana Treatment Centers Moratorium Ex(36454429.1)

Fiscal Impact:

N/A

Staff Recommendation:

Staff recommends approval of Ordinance No. 1502-25 on the first reading.

ORDINANCE NO. 1502-25

AN ORDINANCE OF THE CITY OF ZEPHYRHILLS, FLORIDA ESTABLISHING A NEW TEMPORARY MORATORIUM ON THE OPENING OF ANY NEW MEDICAL MARIJUANA TREATMENT CENTERS NOT TO EXCEED TWELVE (12) MONTHS; ADOPTING FINDINGS OF FACT; PROVIDING DEFINITIONS; IMPOSING A MEDICAL MARIJUANA TREATMENT CENTERS; SEVERABILITY, REPEALER, AND AN EFFECTIVE DATE.

WHEREAS, as provided in section 2(b), Article VIII of the Constitution of the State of Florida, and section 166.021(1), Florida Statutes, the City of Zephyrhills, Florida (the “City”), a municipal corporation, enjoys all governmental, corporate, and proprietary powers necessary to conduct municipal government, perform municipal functions, and render municipal services, and may exercise any power for municipal purposes, except as expressly prohibited by law; and

WHEREAS, as provided in section 166.021(3), Florida Statutes, the governing body of each municipality in the state has the power to enact legislation concerning any subject matter upon which the state legislature may act, except when expressly prohibited by law; and

WHEREAS, on November 8, 2016, Florida voters approved an amendment to the Florida Constitution to legalize the cultivation, production, and dispensing of medical marijuana for a broad population of eligible patients; and

WHEREAS, the Florida Legislature enacted SB-8A during Special Session A in July of 2017 to implement Section 29, Article X in the State of Florida Constitution and to create a unified regulatory structure for the use of marijuana for medical purposes by persons with debilitating diseases in the State of Florida which has been codified as Section 381.986, Florida Statutes; and

WHEREAS, SB-8A pre-empted local governments from regulation regarding cultivation, processing and delivery of marijuana by medical marijuana treatment centers, except as otherwise provided in SB-8A;

WHEREAS, the preemption has prevented the City from appropriately restricting the zoning districts where medical marijuana treatment centers can be located;

WHEREAS, on July 22, 2024 the City passed Ordinance 1484-24 implementing a twelve (12) month moratorium on the opening of new Medical Marijuana Treatment Centers within the boundaries of the City of Zephyrhills which is set to expire on July 22, 2025;

WHEREAS, City staff believes that an adequate amount of medical marijuana treatment centers exist within the boundaries of the City of Zephyrhills and would prepare appropriate Land Development Code modifications to address how the City wants to regulate medical marijuana treatment centers going forward including cultivation operations;

WHEREAS, City staff requests City Council extend the temporary moratorium on the opening of new medical marijuana treatment centers within the boundaries of the City of Zephyrhills, not to exceed twelve (12) months from the effective date of this Ordinance.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF ZEPHYRHILLS, FLORIDA, AS FOLLOWS:

Section 1. Authority.

This Ordinance is enacted pursuant to Chapter 163, Florida Statutes, and under the home rule powers of the City.

Section 2. Legislative Findings of Fact.

The foregoing **WHEREAS** clauses are hereby adopted as legislative findings of the City Council of the City of Zephyrhills and are ratified and confirmed as being true and correct and are hereby made a specific part of this Ordinance upon adoption hereof.

Section 3. Definitions.

For the purposes of this ordinance, the following words, terms, and phrases, including their respective derivatives, have the following meanings:

a. *Marijuana* means all parts of any plant of the genus *Cannabis*, whether growing or not; the seeds thereof; the resin extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant or its seeds or resin, including low-THC cannabis, which are dispensed from a medical marijuana treatment center for medical use by a qualified patient.

b. *Medical Marijuana Treatment Centers (MMTC's)* means a vertically integrated licensed medical marijuana cultivator, processor, and dispenser. MMTC's are the only businesses in Florida authorized to dispense medical marijuana and low-THC cannabis to qualified patients and caregivers. Each MMTC must receive authorization at three stages, (1) cultivation authorization, (2) processing authorization, and (3) dispensing authorization, prior to dispensing low-THC cannabis or medical marijuana. MMTC's are commonly referred to as Cannabis Dispensaries or Medical Marijuana Dispensaries.

Section 4. Temporary Moratorium

a. Beginning on July 23, 2025, the moratorium on the opening of new Medical Marijuana Treatment Centers within the boundaries of the City of Zephyrhills is hereby extended for twelve (12) months.

b. During the moratorium, it is unlawful and a violation of this ordinance for any person, firm, group, corporation, partnership or other company to open or cause to be opened any Medical Marijuana Treatment Centers within the boundaries of the City of Zephyrhills.

Section 5. Expiration of the Temporary Moratorium.

The temporary moratorium imposed by section 4 of this ordinance expires as of the earliest of the follow occurrences:

a. Twelve (12) months from July 23, 2025; or

b. A date before the expiration in paragraph 5.a. above, if provided by Ordinance of the City Council of the City of Zephyrhills, Florida.

Section 6. Repealer.

Any and all ordinances in conflict herewith are hereby repealed to the extent of any conflict.

Section 7. Penalties.

Any and all violation of the Ordinance shall constitute a separate Class VI offense as set forth in the Uniform Fine and Citation Schedule as adopted by the Sixth Judicial Circuit of Florida for Pasco County, and shall be prosecuted as provided in Section 162.21, Florida Statutes. Each violation and each day constituting a violation shall be fined and prosecuted as a separate offense.

Section 8. Severability.

It is declared to be the intent of the City Council of the City of Zephyrhills, Florida, that if any section, subsection, sentence, clause, or provision of this ordinance is held invalid, the remainder of the ordinance shall be construed as not having continued the said section, subsection, sentence, clause, or provision and shall not be affected by such holding.

Section 10. Effective Date.

This Ordinance shall become effective on the later of July 23, 2025, or upon passage on the second reading and signing by the Mayor.

The foregoing Ordinance No. 1502-25 was read and passed on the first reading in an open and regular meeting of the City Council of the City of Zephyrhills, Florida, on this 23rd day of June 2025.

Attest: _____	_____
Ricardo Quinones, City Clerk	Charles E. Proctor Council President

The foregoing Ordinance No. 1502-25 was read and passed on the second reading, following a public hearing, in an open and regular meeting of the City Council of the City of Zephyrhills, Florida, on this 14th day of July 2025.

Attest: _____	_____
Ricardo Quinones, City Clerk	Charles E. Proctor Council President

The foregoing Ordinance No: 1502-25 was approved by me this 14th day of July 2025.

Melonie Bahr Monson, Mayor

Approved as to legal form and content:

Matthew E. Maggard, Esq.
City Attorney

FINANCE DIRECTOR'S REPORT 3.1

Travel Per Diem Policy

Issue:

Currently, the City advances and reimburses employees for meals incurred while traveling, attending conferences, and conducting City business. Rather than limiting reimbursement for specific meal limits breakfast, lunch and dinner to GSA individual meal limits, the limit will be a daily limit. Instead of issuing checks for meal advancement, employees will use their City-issued P-Cards.

Background:

For example, for an employee or council person traveling to Tallahassee, under the new policy, the daily limit would be \$80 for meals and incidentals. First and last day of travel would be \$60 for meals and incidentals. The old policy would limit the individual meals to \$20 for breakfast, \$22 for lunch, and \$33 for dinner and even less if it was a travel day.

GSA

U.S. General Services Administration

Per diem lookup

Buy through us

Sell to government

Real estate

Policy and regulations

Small business

Travel

Technology

Home

Travel resources

Per diem rates

Results

entries

Primary destination	County	M&IE total	Breakfast	Lunch	Dinner	Incidental expenses
Tallahassee	Leon	\$80	\$20	\$22	\$33	\$5

The new policy does not provide for per diem advances, employees and the Council will use their city-issued P-Cards.

.

Attachment(s):

1. SKM_C650i25061711480

Fiscal Impact:

None. Less reconciliation and time spent on individual meal totals.

Staff Recommendation:

The staff recommends approval.

SECTION 26
RECORDS AND REPORTS/TRAVEL

Approved XX/XX/XXXX
Replaces 05/08/2017

26.1 RESPONSIBILITY

The department of Human Resources is responsible for establishing and maintaining personnel records for all employees of the City's office.

26.2 RECORDS

- A. All personnel records and all other records and materials relating to the administration of the Personnel Management System shall be considered the property of the City. Use, maintenance and disposition of such records and material, and whether or not any information contained therein may be disclosed, shall be the responsibility of the City Manager.
- B. Employees should be aware of the importance of keeping their personnel records current. This means notifying the department of Human Resources of any change of telephone number, change of beneficiary, number of dependents, marriage or any change not previously reported. This is the responsibility of the employee and failure to comply may result in loss of employee benefits.
- C. The department of Human Resources should be informed of any special training courses completed by an employee. Copies of diplomas or certificates should be forwarded to the Human Resource Office to become a permanent addition to the employee's personnel file.

26.3 RECORDS RETENTION AND DISPOSITION

The City will determine the time limit that any personnel records shall be kept on file and the final disposition of such records, in accordance with applicable State Statutes and archives.

26.4 POLICY – TRAVEL EXPENSES

The City is governed by certain regulations for the authorization and reimbursement of travel expenses incurred by City employees and officials.

- A. All travel must be authorized and approved by the Department Manager when travel is to be paid from City funds. Prior to traveling an "Authorization for Travel Form" must be completed and signed by the Department Manager. Travel over \$500.00 will need the City Manager's signed approval.
- B. Travel expenses are limited to those expenses necessarily incurred in the performance of a public purpose.

- C. Travel by common carrier shall be travel by train, bus, taxi or ride share service and commercial airline operating scheduled flights, as approved in advance by the City Manager.
- D. A travel day shall consist of twenty-four (24) hours.
- E. When applicable, the established Federal per diem rates for meals (both travel and attendance days) will be used to determine your City of Zephyrhills purchase card allowances. Those rates are available from the U.S. General Services Administration website at: www.gsa.gov. Follow the link, **TRAVEL RESOURCES**, to per diem rates. As identified on the GSA website, if a city is not listed, check to ensure that the county in which it is located is listed. If a city or county is not specifically listed on the GSA website then that area receives the standard Continental United States location rate.
- F. All personnel will need to have a City of Zephyrhills purchase card in their name before traveling. A request to obtain a City of Zephyrhills purchase card for an employee will need to be made with the Purchase Card Administrator at least three (3) weeks prior to the employee's travel.
- G. Advance travel per diem will not be permitted.

26.5 TRANSPORTATION

Transportation shall normally be at the means deemed most efficient, taking into account lost work time. Air travel should be booked as far in advance as practical to avail the City of the lowest rate available. Substantially lower air fares are frequently available if the traveler stays at the destination either the weekend before or after the scheduled meeting or conference. The City Manager may authorize reimbursement for the additional weekend expense when the savings in air fare more than offsets the additional lodging and meal expense.

Travel shall be in a City vehicle. If there are no City vehicles available, prior approval will be required by Department Manager for the use of your private vehicle. Failure to obtain prior approval will result in no reimbursement. Travel by private vehicle will be reimbursed at the mileage rate allowed by the IRS www.irs.gov as deductible for business expense in effect at the time of travel. Travel mileage distance shall be determined prior to travel and mileage limits set by the appropriate Department Manager. Tolls and parking will also be reimbursed when documented.

26.6 LODGING

Lodging shall be obtained in advance and the lowest rate available should be obtained. Tax exemption should be requested at the time the reservation is made. When traveling, take two (2) tax exempt certificates with you. The certificate can be obtained from your department administrator or the Finance Department. At the time of check-in, one certificate should be presented and tax exemption again requested, if necessary, and the rate confirmed. At check-out, these items need to be checked again, and the second tax-exempt certificate presented, if necessary.

26.7 MEAL EXPENSES

Two distinct methods of funding are available for meal expenses incurred during City-related travel: City of Zephyrhills purchase card and actual cost. Only one method can be used for the duration of a trip.

The use of your City of Zephyrhills purchase card for daily meal costs is preferred. **Itemized receipts** are required for all City of Zephyrhills purchase card purchases. When actual daily meal costs are used in lieu of a City of Zephyrhills purchase card, **itemized receipts** are required.

Meal cost allowances will be based on figures obtained from the U.S. General Services Administration website at: www.gsa.gov. The M&IE rate for the location to which a person is traveling is the full daily amount received for a single calendar day of travel when that day is neither the first nor the last day of travel. Seventy-five percent of the total M&IE rate for the location to which a person is traveling can be charged for the first and last day of travel. **The GSA provides separate amounts for breakfast, lunch, dinner should you need to deduct any of those meals from your full daily amount. Any meals included in the conference registration will need to be deducted from your GSA daily amount. Traveler is responsible for noting such meals.** Refer to GSA §301-11.17 & 18. When an employee travels for a work related trip for their entire shift they are entitled to a meal expense. No allowance for meals shall be authorized when travelling is confined to the City limits.

The M&IE rate does include taxes and tips. Gratuities up to twenty percent (20%) of the meal cost may be charged. Gratuities above this amount will be reimbursed by the traveler to the City.

No alcohol or tobacco products may be purchased with a City of Zephyrhills purchase card or reimbursed by actual cost. Any alcohol or tobacco purchases will be reimbursed by the traveler to the City.

A. City of Zephyrhills Purchase Card

1. The City of Zephyrhills purchase card allowances will be based on figures obtained from the U.S. General Services Administration website at: www.gsa.gov.
2. Travel must be approved by the Department Manager and City Manager as far in advance as possible. This approval will be obtained by submitting a completed "Authorization to Travel" form. Refer to 26.4 A.
3. Upon return, the travel voucher with **itemized receipts** showing the place, date, purpose of travel, GSA daily allowances and costs shall be completed and attached with each City of Zephyrhills Purchase Card transaction. Refer to 26.9.

B. Actual Cost

1. When a traveler is paying with cash or personal credit card, **itemized receipts** will be required for reimbursement of actual meal costs. Meal cost allowances can be obtained from the U.S General Services Administration website at: www.gsa.gov.
2. Travel must be approved by the Department Manager and City Manager as far in advance as possible. This approval will be obtained by submitting a completed "Authorization to Travel" form. Refer to 26.4 A.
3. Upon return, a travel voucher for travel expense reimbursement with itemized receipts showing the place, date, purpose of travel, GSA daily allowances costs shall be completed in order to be reimbursed for expenses incurred. The travel voucher will need to be included with the requisition within one week of return. Refer to 26.9.

26.8 DOCUMENTED EXPENSE

No expenses will be paid or reimbursed for non-employees without the permission of the City Council. Meals charged to hotel rooms are considered documented and require an **itemized receipt**. Gratuities up to twenty percent (20%) of the meal cost may be charged. Gratuities above this amount will be reimbursed by the traveler to the City.

26.9 TRAVEL VOUCHER

All travelers using either their City of Zephyrhills Purchase Card or Actual Cost method will file a "Travel Voucher" within one week of their return. This is required for all trips made at City of Zephyrhills expense, even if no additional amounts are due to either the City or the traveler. The "Travel Voucher" and "Authorization to Travel" packet will need to be attached to every receipt or requisition.

26.11 ENTERTAINMENT EXPENSE

From time-to-time various City employees are in situations where the prevailing business ethic presumes that the employee assume the role of "host/hostess." However, employee will not expend City funds for the entertainment without the express permission of the City Manager.

FINANCE DIRECTOR'S REPORT 3.2

Budget Adjustment and Increase Carlisle Thompson Authority from \$100,000 to \$175,000

Issue:

The City staff and Carlisle & Thompson are seeking to increase the limit of their agreement from \$100,000 to \$175,000.

Background:

On April 28, 2025, the City Council agreed to increase this agreement from \$60,000 to \$100,000. After submitting a number of projects for reimbursement in the FEMA grants portal, it has become evident that there will need to be extensive follow-up in responding to FEMA's questions. We want to respond professionally and authoritatively, which is what Carlisle & Thompson has accomplished for us.

A partial list of projects that are being actively worked on is shown below.

Project #	Category	Title	Total Project
949044	B - Emergency Protective Measures	CAT B SPA Pump and Haul (Downed Lift Station)	2,012,579
949046	B - Emergency Protective Measures	CAT B SPA Culvert Repair at WWTP - CMP	812,000
804792	A - Debris Removal	Debris Removal from City Properties	750,808
804779	B - Emergency Protective Measures	Citywide Emergency Protective Measures	266,559

Carlisle & Thompson performed well and provided excellent documentation.

Attachment(s):

1. Carlisle Thompson FEMA Grant Management Services Additional Funding Request 6-6-25
2. Agreement to Piggyback - Carlisle Thompson_ LLC - FEMA Reimbursement Consultant(31687151.1)

Fiscal Impact:

This additional work by Carlisle Thompson requires an additional budget adjustment, raising their purchase order to \$175,000.

Line Item	Org	Object	Revised Budget	Adjustment	Final Revised Budget
Administration Contingency	01001200	599100	262,300	(75,000)	187,300
Finance Professional Fees	01001350	531500	137,750	75,000	212,750

Staff Recommendation:

The staff recommends approval.

June 6, 2025

Ted Beason
Zephyrhills, Florida

RE: Additional Funding Request for FEMA Public Assistance (PA) Grant Management Support Services

Mr. Beason:

Carlisle Thompson continues to provide FEMA Public Assistance disaster grant development and management services related to Hurricane Milton. We have a better understanding of the requirements to support the City's FEMA grant management needs. To date we have submitted \$3.8M of Hurricane Milton costs to FEMA. We propose to continue the disaster grant management services to the City as detailed below:

Scope of Services:

- Assist the City in identifying opportunities to maximize public assistance and post disaster federal and state grant funding.
- Prepare and process required documentation for disaster reimbursement claims.
- Coordinate with City departments to develop and submit documentation to FEMA and other related grants.
- Provide and perform services necessary to secure appropriate disaster funding reimbursement.
- Provide training and evaluate disaster response and recovery process and provide recommendations.
- Additional federal and state grant related tasks assigned by the City.

Carlisle Thompson request additional funding of \$75,000.00 to continue our service through the City's fiscal year ending September 30, 2025 related to Hurricane Milton.

Please contact me at 407-399-8848 if you have any questions or need additional information.

Best Regards,



Stephen Brice
Co-Founder, Vice President



Second Page



405 West Sequoia Spur
Georgetown, TX 78628



407.399.8848
512.677.4079



carlislethompson.com
sdbrice@carlislethompson.com

AGREEMENT TO PIGGYBACK A CONTRACT FOR GOODS
OR SERVICES BID BY ANOTHER GOVERNMENTAL ENTITY

WHEREAS, **Carlisle Thompson, LLC**, a Florida limited liability company, having its principal office at 405 W Sequoia Spur, Georgetown, TX 78628 (“Consultant”) entered into an agreement dated November 16, 2023, with **Seminole County, Florida**, a political subdivision of the State of Florida, for Disaster Recovery Consultant Services for FEMA Reimbursement (RFP-604605-23/LAS), attached as Exhibit “A,” services procured pursuant to F.S. §287.057, (the “Agreement”).

WHEREAS, the **City of Zephyrhills, Florida**, a Florida municipal corporation having a principal office at 5335 8th St. Zephyrhills, FL 33542, a Florida municipal corporation (“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

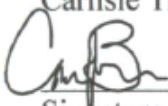
WHEREAS, the City desires to “piggyback” onto the referenced Agreement between the Contractor and the Seminole County, Florida for utilization of the same or similar services and the Contractor consents to the aforesaid “piggybacking”.

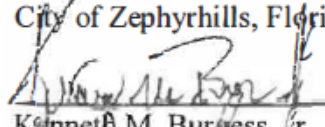
NOW THEREFORE, having found it to be in the public interest,

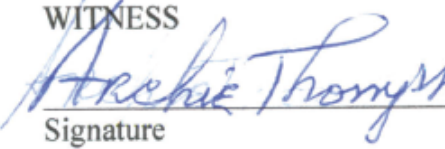
1. The Contractor affirms and ratifies the terms and conditions of the above referenced Agreement and agrees to perform the services set forth therein for the City in accordance with the terms of said Agreement until the work is completed.
2. The City agrees to utilize the goods services of the Contractor in a manner and upon the terms and conditions as set forth in the Agreement until the work is completed.
3. The purpose of this Agreement is for the Consultant to provide disaster recovery consultant services on an as needed basis to assist with FEMA reimbursement requests and submission to the City as more particularly described in Scope of Services attached as Exhibit B. The terms and conditions of the Agreement between Seminole County, Florida and Carlisle Thompson, LLC dated November 16, 2023 (“Seminole County Agreement”) shall be incorporated herein by this reference and, except as otherwise provided herein, shall apply to this Contract. Company’s fees and charges shall be as provided in the Seminole County Agreement. References to Seminole County in said documents shall mean the City of Zephyrhills. All work shall be subject to separate Task Order(s) agreed upon between the parties. All Task Orders shall be signed by the City Manager.
4. The parties agree that venue for any litigation arising from this piggyback agreement shall be in Dade City, Pasco County, Florida.

5. The parties agree that the City shall have forty-five (45) days from the date of invoice to provided payment pursuant to Florida Statute section 218.74.
6. Notwithstanding any provision herein to the contrary, the City may terminate this Agreement at any time without regard to cause at City's convenience with thirty (30) days' notice to Company. In such event, the Company shall only be entitled to payment for services actually performed hereunder prior to such termination.
7. The City reserves the right to delete any portion of this contract at any time without cause. If such right is exercised, the total fee shall be reduced by the amount established for that service. If work has already been accomplished on the portion of the contract to be deleted, the Company shall be paid for the work performed through the notification effective date of the deleted services.
8. City expressly retains all rights, benefits, and immunities of sovereign immunity. Notwithstanding anything in this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of the City's sovereign immunity or limits of liability contained in Section 768.28, Florida Statutes.
9. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 813-780-0000, EXT. 3543 OR CITYCLERK@CI.ZEPHYRHILLS.FL.US OR CITY CLERK – CITY OF ZEPHYRHILLS - 5335 EIGHTH STREET – ZEPHYRHILLS, FLORIDA 33542.**
10. 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 work resulting of sole Contractor's work performed, 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.

11. 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 must accompany this signed contract. Consultant will provide certified copies in insurance policy provided upon request. 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.

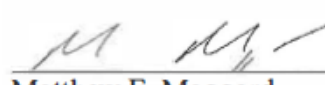
Carlisle Thompson, LLC

Signature
11-21-2024
Date
Connie Brice, President
Print Name
Title

City of Zephyrhills, Florida

Kenneth M. Burgess, Jr.
Council President
11/12/24
Date

WITNESS

Signature
11-21-2024
Date

ATTEST

Ricardo Quinones
Acting City Clerk
11/12/24
Date


Matthew E. Maggard
City Attorney
11/12/24
Date

**EXHIBIT
A**

**DISASTER RECOVERY CONSULTANT SERVICES - FEMA
(RFP-604605-23/LAS)**

THIS AGREEMENT is dated as of the 16th day of November 20 23, by and between **CARLISLE THOMPSON LLC**, duly authorized to conduct business in the State of Florida, whose address is 405 W. Sequoia Spur, Georgetown, TX, 78628, in this Agreement referred to as "CONSULTANT", and **SEMINOLE COUNTY**, a charter county and political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 E. 1st Street, Sanford, Florida 32771, in this Agreement referred to as "COUNTY".

W I T N E S S E T H:

WHEREAS, COUNTY desires to retain the services of a competent and qualified consultant to provide disaster recovery consultant services to Seminole County; and

WHEREAS, COUNTY has requested and received expressions of interest for the retention of services of consultants; and

WHEREAS, CONSULTANT is competent, qualified, and desires to provide those services according to the terms and conditions stated in this Agreement,

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth in this Agreement, COUNTY and CONSULTANT agree as follows:

Section 1. Services.

(a) COUNTY hereby retains CONSULTANT to provide professional services and perform those tasks as further described in the Scope of Services attached as Exhibit A and made a part of this Agreement. Required services will be specifically enumerated, described, and depicted in the Purchase Orders authorizing performance of the specific project, task, or study. CONSULTANT is also bound by all requirements as contained in the solicitation package, all

Disaster Recovery Consultant Services – FEMA
(RFP-604605-23/LAS)
Page 1 of 24



addenda to this package, CONSULTANT's submission in response to this solicitation (collectively, the "contract documents"). This Agreement standing alone does not authorize the performance of any work or require COUNTY to place any orders for work.

Section 2. Term. This Agreement takes effect on the date of its execution by COUNTY and continues for a period of three (3) years and, at the sole option of COUNTY, may be renewed for two (2) successive periods not to exceed one (1) year each. Expiration of the term of this Agreement will have no effect upon Purchase Orders issued pursuant to this Agreement and prior to the expiration date. Obligations of both parties under such Purchase Orders will remain in effect until completion of the work authorized by the respective Purchase Order.

Section 3. Authorization for Services. Authorization for performance of services by CONSULTANT under this Agreement must be in the form of written Purchase Orders issued and executed by COUNTY and signed by CONSULTANT. A sample Purchase Order is attached as Exhibit B. Each Purchase Order must describe the services required, state the dates for commencement and completion of work, and establish the amount and method of payment. The Purchase Orders will be issued under and will incorporate the terms of this Agreement. COUNTY makes no covenant or promise as to the number of available projects or that CONSULTANT will perform any project for COUNTY during the term of this Agreement. COUNTY reserves the right to contract with other parties for the services contemplated by this Agreement when it is determined by COUNTY to be in the best interest of COUNTY to do so.

Section 4. Time for Completion. The services to be rendered by CONSULTANT must be commenced as specified in such Purchase Orders as may be issued under this Agreement and must be completed within the time specified in the respective Purchase Order.

Disaster Recovery Consultant Services – FEMA
(RFP-604605-23/LAS)
Page 2 of 24



Section 5. Compensation. COUNTY shall compensate CONSULTANT for the professional services provided for under this Agreement on either a “Fixed Fee” basis or on a “Time Basis Method”. CONSULTANT will be compensated at the rates as outlined in Exhibit C, Contract Pricing.

Section 6. Reimbursable Expenses.

(a) If a Purchase Order is issued on a Fixed Fee or Time Basis Method, then reimbursable expenses are in addition to the hourly rates. Reimbursable expenses are subject to the applicable “Fixed Fee” or “Not-to-Exceed” amount set forth in the Purchase Order. Reimbursable expenses may include actual expenditures made by CONSULTANT, its employees, or its professional associates in the interest of the Project for the expenses listed in the following paragraphs:

(1) COUNTY shall reimburse CONSULTANT for the following costs: travel expenses in connection with the Project based on Sections 112.061(7) and (8), Florida Statutes, or its successor and subject to the limitation listed below; long distance calls and telegrams; and fees paid for securing approval of authorities having jurisdiction over the Project. COUNTY is not obligated to reimburse CONSULTANT for the costs of meals, travel, vehicle mileage, tolls, and parking for the local employees of CONSULTANT, that is, employees located within fifty (50) miles of the job site.

A. Reimbursement for mileage must be at the rate allowable by the federal Internal Revenue Service. Reimbursement for local mileage, defined as within a fifty (50) mile radius of the job site, is not allowed.

B. Car rental reimbursement is limited to compact cars for up to two (2) occupants and intermediate cars for more than two (2) occupants.

Disaster Recovery Consultant Services – FEMA
(RFP-604605-23/LAS)
Page 3 of 24



C. Reimbursement for lodging must be at \$100.00 or the actual expenses for lodging at a "non-resort"-type hotel located in Seminole County, Florida.

D. Meals must not exceed:

1. Breakfast:
\$6.00 without receipts
\$10.00 with receipts;
2. Lunch:
\$11.00 without receipts
\$13.00 with receipts;
3. Dinner:
\$19.00 without receipts
\$27.00 with receipts.

E. Reimbursement for airfare must be based on coach rates.

(2) Reimbursement for the expense of reproduction, postage, and handling of drawings and specifications are authorized at actual cost only.

(3) If authorized in writing in advance by COUNTY, COUNTY shall reimburse the cost of other expenditures made by CONSULTANT in the interest of the Project.

(b) Any reimbursable expenses under this Agreement must be supported by a source document such as a receipt or invoice with the employee's name, project name, and brief explanation of the expense. All reimbursable expenses must be itemized on the invoices.

(c) All reimbursable expenses must be allowable, allocable to the contract, and reasonable, all as solely determined by COUNTY.

Section 7. Payment and Billing.

(a) If the Scope of Services required to be performed by a Purchase Order is clearly defined, the Purchase Order will be issued on a Fixed Fee Basis. CONSULTANT shall perform all work required by the Purchase Order, but in no event may CONSULTANT be paid more than the negotiated Fixed Fee amount stated in the Purchase Order.

Disaster Recovery Consultant Services – FEMA
(RFP-604605-23/LAS)
Page 4 of 24



(b) If the Scope of Services is not clearly defined, the Purchase Order may be issued on a Time Basis Method and contain a Not-to-Exceed amount. If a Not-to-Exceed amount is provided, CONSULTANT shall perform all work required by the Purchase Order, but in no event may CONSULTANT be paid more than the Not-to-Exceed amount specified in the applicable Purchase Order.

(c) For Purchase Orders issued on a Fixed Fee Basis, CONSULTANT may invoice the amount due based on the percentage of total Purchase Order services actually performed and completed, but in no event may an invoice amount exceed a percentage of the Fixed Fee amount equal to the percentage of the total services actually completed.

(d) For Purchase Orders issued on a Time Basis Method with a Not-to-Exceed amount, CONSULTANT may invoice the amount due for actual work hours performed, but in no event may an invoice amount exceed a percentage of the Not-to-Exceed amount.

(e) Submittal instructions for invoices are as follows:

(1) The original invoice must be emailed to:

AP@SeminoleClerk.org

(2) The original invoice may also be mailed or delivered to:

Director of County Comptroller's Office
Seminole County Board of County Commissioners
P.O. Box 8080
Sanford, FL 32772-8080

(3) A copy of the invoice must be sent to:

Seminole County Resource Management Department
1101 E. 1st Street
Sanford, FL 32771

(f) Upon review and approval of CONSULTANT's invoice, COUNTY shall pay CONSULTANT the approved amount in accordance with the terms as set forth in Chapter 218, Part VII, Florida Statutes.

Disaster Recovery Consultant Services – FEMA
(RFP-604605-23/LAS)
Page 5 of 24



Section 8. General Terms of Payment and Billing.

(a) Upon satisfactory completion of work required under this Agreement and upon acceptance of the work by COUNTY, CONSULTANT may invoice COUNTY for the full amount of compensation provided for under the terms of this Agreement and less any amount already paid by COUNTY.

(b) COUNTY may perform or have performed an audit of the records of CONSULTANT at any time during the term of this Agreement and after final payment to support final payment under this Agreement. Audits may be performed at a time mutually agreeable to CONSULTANT and COUNTY. Total compensation to CONSULTANT may be determined subsequent to an audit as provided for in this Section and the total compensation so determined will be used to calculate final payment to CONSULTANT. Performance of this audit will not delay final payment as provided by subsection (a) of this Section.

(c) In addition to the above, if federal funds are used for any work under the Agreement, the Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives must have access to any books, documents, papers, and records of CONSULTANT that are directly pertinent to work performed under this Agreement for purposes of making audit, examination, excerpts, and transcriptions.

(d) CONSULTANT shall maintain all books, documents, papers, accounting records, and other evidence pertaining to work performed under this Agreement in such a manner as will readily conform to the terms of this Agreement. CONSULTANT shall make such materials available at CONSULTANT's office at all reasonable times during the term of this Agreement and for five (5) years from the date of final payment under this Agreement for audit or inspection as provided for in subsections (b) and (c) of this Section.

Disaster Recovery Consultant Services – FEMA
(RFP-604605-23/LAS)
Page 6 of 24



(e) In the event any audit or inspection conducted after final payment, but within the period provided in paragraph (d) of this Section, reveals any overpayment by COUNTY under the terms of the Agreement, CONSULTANT shall refund such overpayment to COUNTY within thirty (30) days of notice by COUNTY.

Section 9. Responsibilities of CONSULTANT.

(a) CONSULTANT is responsible for the professional quality, technical accuracy, competence, methodology, accuracy, and the coordination of all of the following, which are listed for illustration purposes and not as a limitation: documents, analysis, reports, data, plans, plats, maps, surveys, specifications, and any and all other services of whatever type or nature provided by CONSULTANT under this Agreement. CONSULTANT shall correct or revise, without additional compensation, any errors or deficiencies in CONSULTANT's plans, analysis, data, reports, designs, drawings, specifications and any and all other services of whatever type or nature.

(b) COUNTY's review of, approval and acceptance of, or payment for the materials or services required under this Agreement does not operate as a waiver of any rights under this Agreement, or of any cause of action arising out of the performance of this Agreement. CONSULTANT is and will remain liable to COUNTY, in accordance with applicable law, for all damages to COUNTY caused by CONSULTANT's performance of any services or provision of any materials under this Agreement.

Section 10. Ownership of Documents. All deliverable analysis, reference data, survey data, plans, reports, and any other form of written instrument or document that may result from CONSULTANT's services or have been created during the course of CONSULTANT's performance under this Agreement will become the property of COUNTY after final payment is made to CONSULTANT.

Disaster Recovery Consultant Services – FEMA
(RFP-604605-23/I.AS)
Page 7 of 24



Section 11. Termination.

(a) By written notice to CONSULTANT, COUNTY may terminate this Agreement or any Purchase Order issued under this Agreement, in whole or in part, at any time, either for COUNTY's convenience or because of the failure of CONSULTANT to fulfill its obligations under this Agreement. Upon receipt of such notice:

(1) CONSULTANT shall immediately discontinue all services affected unless the notice directs otherwise; and

(2) CONSULTANT shall deliver to COUNTY all data, drawings, specifications, reports, estimates, summaries, and any and all such other information and materials of whatever type or nature as may have been accumulated by CONSULTANT in performing this Agreement, whether completed or in process.

(b) If the termination is for the convenience of COUNTY, CONSULTANT will be paid compensation for services performed to the date of termination. If this Agreement calls for the payment based on a Fixed Fee amount, CONSULTANT will be paid no more than a percentage of the Fixed Fee amount equivalent to the percentage of the completion of work contemplated by this Agreement, as determined solely and conclusively by COUNTY.

(c) If the termination is due to the failure of CONSULTANT to fulfill its obligations under this Agreement, COUNTY may take over the work and carry it to completion by other agreements or otherwise. In such case, CONSULTANT will be liable to COUNTY for all reasonable additional costs associated with CONSULTANT's failure to fulfill its obligations under this Agreement.

(d) CONSULTANT will not be liable for such additional costs if the failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of

Disaster Recovery Consultant Services – FEMA
(RFP-604605-23/LAS)
Page 8 of 24



CONSULTANT. CONSULTANT will be responsible and liable for the actions of its subcontractors, agents, employees, persons, and entities of a similar type or nature. Matters beyond the fault or negligence of CONSULTANT include, but are not limited to, acts of God or of the public enemy, acts of COUNTY in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but, in every case, the failure to perform must be beyond the control and without the fault or negligence of CONSULTANT.

(e) If after notice of termination for CONSULTANT's failure to fulfill its obligations under this Agreement, it is determined that CONSULTANT did not so fail, the termination will be conclusively deemed to have been effected for the convenience of COUNTY. In such event, adjustment in the Agreement price will be made as provided in subsection (b) of this Section.

(f) The rights and remedies of COUNTY provided for in this Section are in addition and supplemental to any and all other rights and remedies provided by law or under this Agreement.

Section 12. Conflict with Contract Documents. Wherever the terms of this Agreement conflict with any Purchase Order issued pursuant to it or any other contract documents, including proposals submitted by CONSULTANT, this Agreement will prevail.

Section 13. Equal Opportunity Employment. CONSULTANT shall not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, national origin, or disability. CONSULTANT shall take steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, national origin, or disability. This provision includes, but is not limited to the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or

Disaster Recovery Consultant Services – FEMA
(RFP-604605-23/LAS)
Page 9 of 24



termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

Section 14. No Contingent Fees. CONSULTANT warrants that it has not employed or retained any company or persons, other than a bona fide employee working solely for CONSULTANT, to solicit or secure this Agreement and that CONSULTANT has not paid or agreed to pay any persons, company, corporation, individual, or firm, other than a bona fide employee working solely for CONSULTANT, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, COUNTY has the right to terminate this Agreement, at its sole discretion and without liability, and to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

Section 15. Conflict of Interest.

(a) CONSULTANT shall not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with COUNTY or violate or cause others to violate the provisions of Chapter 112, Part III, Florida Statutes, relating to ethics in government.

(b) CONSULTANT hereby certifies that no officer, agent, or employee of COUNTY has any material interest (as defined in Section 112.312(15), Florida Statutes, as over 5%), either directly or indirectly, in the business of CONSULTANT to be conducted under this Agreement and that no such person will have any such interest at any time during the term of this Agreement.

Section 16. Assignment. Neither this Agreement nor any interest in it may be assigned, transferred, or otherwise encumbered under any circumstances by either party without prior written consent of the other party and only by a document of equal dignity with this Agreement.

Disaster Recovery Consultant Services – FEMA
(RFP-604605-23/LAS)
Page 10 of 24



Section 17. Subcontractors. CONSULTANT shall first secure the prior written approval of COUNTY before engaging or contracting for the services of any subcontractors under this Agreement. CONSULTANT will remain fully responsible to COUNTY for the services of any subcontractors under this Agreement.

Section 18. Indemnification of COUNTY. To the fullest extent permitted by law, CONSULTANT shall hold harmless, release, and indemnify COUNTY, its commissioners, officers, employees, and agents from any and all claims, losses, damages, costs, attorney fees, and lawsuits for damages arising from, allegedly arising from, or related to CONSULTANT's provision of materials or services under this Agreement caused by CONSULTANT's act or omission in the performance of this Agreement.

Section 19. Insurance.

(a) General. CONSULTANT shall procure and maintain insurance required under this Section at CONSULTANT's own cost.

(1) CONSULTANT shall provide COUNTY with a Certificate of Insurance on a current ACORD Form signed by an authorized representative of the insurer evidencing the insurance required by this Section (Professional Liability, Workers' Compensation/Employer's Liability, Commercial General Liability, and Business Auto). **The Certificate must have the Agreement number for this Agreement clearly marked on its face.** COUNTY, its officials, officers, and employees must be named additional insureds under the Commercial General Liability, Umbrella Liability and Business Auto policies. If the policy provides for a blanket additional insured coverage, CONSULTANT shall provide a copy of the section of the policy along with the Certificate of Insurance. If the coverage does not exist, the policy must be endorsed to include the named additional insureds as described in this subsection. The Certificate of

Disaster Recovery Consultant Services – FEMA
(RFP-604605-23/LAS)
Page 11 of 24



Insurance must provide that COUNTY will be provided, by policy endorsement, not less than thirty (30) days written notice prior to the cancellation or non-renewal, or by a method acceptable to COUNTY. Until such time as the insurance is no longer required to be maintained by CONSULTANT, CONSULTANT shall provide COUNTY with a renewal or replacement Certificate of Insurance before expiration or replacement of the insurance for which a previous Certificate of Insurance has been provided.

(2) In addition to providing the Certificate of Insurance on a current ACORD Form, upon request as required by COUNTY, CONSULTANT shall provide COUNTY with a certified copy of each of the policies of insurance providing the coverage required by this Section within thirty (30) days after receipt of the request. Certified copies of policies may only be provided by the insurer, not the agent or broker.

(3) Neither approval by COUNTY nor failure to disapprove the insurance provided by CONSULTANT will relieve CONSULTANT of its full responsibility for performance of any obligation, including its indemnification of COUNTY, under this Agreement.

(b) Insurance Company Requirements. Insurance companies providing the insurance under this Agreement must meet the following requirements:

(1) Companies issuing policies must be authorized to conduct business in the State of Florida and prove such authorization by maintaining Certificates of Authority or Letters of Eligibility issued to the companies by the Florida Office of Insurance Regulation. Alternatively, policies required by this Agreement for Workers' Compensation/Employer's Liability, may be those authorized as a group self-insurer by Section 624.4621, Florida Statutes.

(2) In addition, such companies must have and maintain, at a minimum, a Best's Rating of "A-" and a minimum Financial Size Category of "VII" according to A.M. Best Company.

Disaster Recovery Consultant Services – FEMA
(RFP-604605-23/LAS)
Page 12 of 24



(3) If, during the period that an insurance company is providing the insurance coverage required by this Agreement, an insurance company (i) loses its Certificate of Authority, or (ii) fails to maintain the requisite Best's Rating and Financial Size Category, the CONSULTANT shall immediately notify COUNTY as soon as CONSULTANT has knowledge of any such circumstance and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as CONSULTANT has replaced the unacceptable insurer with an insurer acceptable to COUNTY, CONSULTANT will be deemed to be in default of this Agreement.

(c) Specifications. Without limiting any of the other obligations or liability of CONSULTANT, CONSULTANT shall procure, maintain, and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this subsection, at CONSULTANT's sole expense. Except as otherwise specified in this Agreement, the insurance will become effective upon execution of this Agreement by CONSULTANT and must be maintained in force until the expiration of this Agreement's term or the expiration of all Orders issued under this Agreement, whichever comes last. Failure by CONSULTANT to maintain this required insurance coverage within the stated period will constitute a material breach of this Agreement, for which COUNTY may immediately terminate this Agreement. The amounts and types of insurance must conform to the following minimum requirements:

(1) Workers' Compensation/Employer's Liability.

(A) CONSULTANT's insurance must cover it for liability that would be covered by the latest edition of the standard Workers' Compensation policy as filed for use in Florida by the National Council on Compensation Insurance without restrictive endorsements.

Disaster Recovery Consultant Services – FEMA
(RFP-604605-23/LAS)
Page 13 of 24



CONSULTANT is also responsible for procuring proper proof of coverage from its subcontractors of every tier for liability that is a result of a Workers' Compensation injury to the subcontractor's employees. The minimum required limits to be provided by both CONSULTANT and its subcontractors are outlined in subsection (C) below. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage must be included for the United States Longshoremen and Harbor Worker's Compensation Act, Federal Employee's Liability Act, and any other applicable Federal or State law.

(B) Subject to the restrictions of coverage found in the standard Workers' Compensation policy, there will be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, the United States Longshoremen's and Harbor Worker's Compensation Act, or any other coverage customarily insured under Part One of the standard Workers' Compensation policy.

(C) The minimum amount of coverage under Part Two of the standard Workers' Compensation policy is required to be the following:

\$500,000.00 (Each Accident)
\$500,000.00 (Disease-Policy Limit)
\$500,000.00 (Disease-Each Employee)

(2) Commercial General Liability.

(A) CONSULTANT's insurance must cover it for those sources of liability that would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office. Coverage must not contain any endorsements excluding or limiting Products/Completed Operations, Contractual Liability, or Separation of Insureds.

(B) CONSULTANT shall maintain these minimum insurance limits:

Disaster Recovery Consultant Services – FEMA
(RFP-604605-23/LAS)
Page 14 of 24



General Aggregate	Two Times (2x) the Each Occurrence Limit
Personal & Advertising	\$1,000,000.00
Injury Limit	
Each Occurrence Limit	\$1,000,000.00

(3) Professional Liability Insurance. CONSULTANT shall carry Professional Liability Insurance with limits of not less than One Million and No/100 Dollars (\$1,000,000.00).

(4) Business Auto Policy.

(A) CONSULTANT's insurance must cover CONSULTANT for those sources of liability which would be covered by Section II of the latest edition of the standard Business Auto Policy (ISO Form CA 00 01), as filed for use in the State of Florida by the Insurance Services Office. Coverage must include owned, non-owned, and hired autos or any auto used by CONSULTANT. In the event CONSULTANT does not own automobiles, CONSULTANT shall maintain coverage for hired and non-owned auto liability for autos used by CONSULTANT, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy. If the contract involves operations governed by Sections 29 or 30 of the Motor Carrier Act of 1980, endorsement MCS-90 is required.

(B) The minimum limits to be maintained by CONSULTANT must be per-accident combined single limit for bodily injury liability and property damage liability.

(C) The minimum amount of coverage under the Business Auto Policy is required to be the following:

Combined Single Limit	\$1,000,000.00
-----------------------	----------------

(d) Coverage. The insurance provided by CONSULTANT pursuant to this Agreement must apply on a primary and non-contributory basis, and any other insurance or self-insurance maintained by COUNTY or COUNTY's officials, officers, or employees must be in excess of and not contributing to the insurance provided by or on behalf of CONSULTANT.

Disaster Recovery Consultant Services – FEMA
(RFP-604605-23/LAS)
Page 15 of 24



(e) Occurrence Basis. The Workers' Compensation policy, the Commercial General Liability, and the Umbrella policy required by this Agreement must be provided on an occurrence rather than a claims-made basis. The Professional Liability insurance policy may be on an occurrence basis or claims-made basis. In the event that the Professional Liability insurance required by this Agreement is written on a claims-made basis, CONSULTANT warrants that any retroactive date under the policy will precede the effective date of this Agreement and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning at the time work under this Agreement is completed.

(f) Obligations. Compliance with the foregoing insurance requirements will not relieve CONSULTANT, its employees, or its agents of liability from any obligation under this Section or any other Section of this Agreement.

Section 20. Dispute Resolution.

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties shall exhaust COUNTY administrative dispute resolution procedures prior to filing a lawsuit or otherwise pursuing legal remedies. COUNTY administrative dispute resolution procedures for proper invoice and payment disputes are set forth in Section 22.15, "Prompt Payment Procedures" Seminole County Administrative Code. COUNTY administrative dispute resolution procedures for contract claims related to this Agreement, other than for proper invoice and payment disputes, are set forth in Section 3.5541, "Contract Claims" Seminole County Administrative Code.

(b) In any lawsuit or legal proceeding arising under this Agreement, CONSULTANT hereby waives any claim or defense based on facts or evidentiary materials that were not presented for consideration in COUNTY administrative dispute resolution procedures set forth in subsection

Disaster Recovery Consultant Services – FEMA
(RFP-604605-23/LAS)
Page 16 of 24



(a) above of which CONSULTANT had knowledge and failed to present during COUNTY administrative dispute resolution procedures.

(c) In the event that COUNTY administrative dispute resolution procedures are exhausted and a lawsuit or legal proceeding is filed, the parties shall exercise best efforts to resolve disputes through voluntary mediation and to select a mutually acceptable mediator. The parties participating in the voluntary mediation shall share the costs of mediation equally.

Section 21. Representatives of COUNTY and CONSULTANT.

(a) It is recognized that questions in the day to day conduct of performance pursuant to this Agreement may arise. Upon request by CONSULTANT, COUNTY shall designate and advise CONSULTANT in writing of one or more COUNTY employees to whom to address all communications pertaining to the day to day conduct of this Agreement. The designated representative will have the authority to transmit instructions, receive information, and interpret and define COUNTY's policy and decisions pertinent to the work covered by this Agreement.

(b) At all times during the normal work week, CONSULTANT shall designate or appoint one or more representatives of CONSULTANT who are authorized to act on behalf of CONSULTANT and bind CONSULTANT regarding all matters involving the conduct of the performance pursuant to this Agreement, and who will keep COUNTY continually advised of such designation.

Section 22. All Prior Agreements Superseded. This Agreement supersedes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained in this Agreement, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained or referred to in this Agreement. Accordingly, it is agreed that no deviation from the

Disaster Recovery Consultant Services – FEMA
(RFP-604605-23/LAS)
Page 17 of 24



terms of this Agreement will be predicated upon any prior representations or agreements, whether oral or written.

Section 23. Modifications, Amendments, or Alterations. No modification, amendment, or alteration in the terms or conditions contained in this Agreement will be effective unless contained in a written amendment executed with the same formality and of equal dignity with this Agreement.

Section 24. Independent Contractor. Nothing in this Agreement is intended or may be construed as, in any manner, creating, or establishing a relationship of co-partners between the parties or as constituting CONSULTANT, including its officers, employees, and agents as an agent, representative, or employee of COUNTY for any purpose or in any manner whatsoever. CONSULTANT is and will remain an independent contractor with respect to all services performed under this Agreement.

Section 25. Employee Status. Persons employed by CONSULTANT in the performance of services and functions pursuant to this Agreement will have no claim to pension, workers' compensation, unemployment compensation, civil service, or other employee rights or privileges granted to COUNTY's officers and employees either by operation of law or by COUNTY.

Section 26. Services Not Provided For. No claim for services provided by CONSULTANT not specifically provided for in this Agreement will be honored by COUNTY.

Section 27. Public Records Law.

(a) CONSULTANT acknowledges COUNTY's obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, to release public records to members of the public upon request. CONSULTANT acknowledges that COUNTY is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, in the handling

Disaster Recovery Consultant Services – FEMA
(RFP-604605-23/LAS)
Page 18 of 24



of the materials created under this Agreement and this statute controls over the terms of this Agreement. Upon COUNTY's request, CONSULTANT shall provide COUNTY with all requested public records in CONSULTANT's possession, or shall allow COUNTY to inspect or copy the requested records within a reasonable time and at a cost that does not exceed costs as provided under Chapter 119, Florida Statutes.

(b) CONSULTANT specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records and shall perform the following:

(1) CONSULTANT shall keep and maintain public records that ordinarily and necessarily would be required by COUNTY in order to perform the services required under this Agreement.

(2) CONSULTANT shall provide COUNTY with access to public records on the same terms and conditions that COUNTY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

(3) CONSULTANT shall ensure public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law.

(c) Upon termination of this Agreement, CONSULTANT shall transfer, at no cost to COUNTY, all public records in possession of CONSULTANT, or keep and maintain public records required by COUNTY under this Agreement. If CONSULTANT transfers all public records to COUNTY upon completion of this Agreement, CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONSULTANT keeps and maintains the public records upon completion of this Agreement, CONSULTANT must meet all applicable requirements for retaining public records.

Disaster Recovery Consultant Services – FEMA
(RFP-604605-23/LAS)
Page 19 of 24



All records stored electronically must be provided to COUNTY, upon request of COUNTY, in a format that is compatible with the information technology systems of COUNTY.

(d) Failure to comply with this Section will be deemed a material breach of this Agreement for which COUNTY may terminate this Agreement immediately upon written notice to CONSULTANT. CONSULTANT may also be subject to statutory penalties as set forth in Section 119.10, Florida Statutes.

(e) **IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONSULTANT MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS, THE SEMINOLE COUNTY PURCHASING AND CONTRACTS MANAGER, AT 407-665-7116, PURCH@SEMINOLECOUNTYFL.GOV, PURCHASING AND CONTRACTS DIVISION, 1301 EAST 2ND, SANFORD, FL 32771.**

Section 28. Governing Law, Jurisdiction, and Venue. The laws of the State of Florida govern the validity, enforcement, and interpretation of this Agreement. The sole jurisdiction and venue for any legal action in connection with this Agreement will be in the courts of Seminole County, Florida.

Section 29. Compliance with Laws and Regulations. In providing all services pursuant to this Agreement, CONSULTANT shall abide by all statutes, ordinances, rules, and regulations pertaining to or regulating the provision of such services, including those now in effect and subsequently adopted. Any violation of these statutes, ordinances, rules, or regulations will

Disaster Recovery Consultant Services – FEMA
(RFP-604605-23/LAS)
Page 20 of 24



constitute a material breach of this Agreement and will entitle COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to CONSULTANT.

Section 30. Patents and Royalties. Unless otherwise provided, CONSULTANT is solely responsible for obtaining the right to use any patented or copyrighted materials in the performance of this Agreement. CONSULTANT, without exception, shall indemnify and save harmless COUNTY and its employees from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or supplied by CONSULTANT. In the event of any claim against COUNTY of copyright or patent infringement, COUNTY shall promptly provide written notification to CONSULTANT. If such a claim is made CONSULTANT shall use its best efforts to promptly purchase for COUNTY the legitimate version of any infringing products or services or procure a license from the patent or copyright holder at no cost to COUNTY that will allow continued use of the service or product. If none of these alternatives are reasonably available, COUNTY shall return the article on request to CONSULTANT and receive reimbursement, if any, as may be determined by a court of competent jurisdiction.

Section 31. Notices. Whenever either party desires to give notice to the other, it must be given by written notice sent by certified United States mail, return receipt requested addressed to the party for whom it is intended at the place last specified and the place for giving of notice will remain such until it has been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice:

Disaster Recovery Consultant Services – FEMA
(RFP-604605-23/LAS)
Page 21 of 24



For COUNTY:

Seminole County Resource Management Department
1101 E. 1st Street
Sanford, FL 32771

With a copy to:

Seminole County Purchasing & Contracts Division
1301 E. Second Street
Sanford, FL 32771

For CONSULTANT:

Carlisle Thompson LLC
405 W. Sequoia Spur
Georgetown, TX 78628

Section 32. Rights At Law Retained. The rights and remedies of COUNTY provided under this Agreement are in addition to any other rights and remedies provided by law.

Section 33. Headings and Captions. All headings and captions contained in this Agreement are provided for convenience only, do not constitute a part of this Agreement, and may not be used to define, describe, interpret or construe any provision of this Agreement.

Section 32. E-Verify System Registration.

(a) CONSULTANT must register with and use the E-Verify system to verify the work authorization status of all new employees prior to entering into this Agreement with COUNTY. If COUNTY provides written approval to CONSULTANT for engaging with or contracting for the services of any subcontractors under this Agreement, CONSULTANT must require certification from the subcontractor that at the time of certification, the subcontractor does not employ, contract, or subcontract with an unauthorized alien. CONSULTANT must maintain a copy of the foregoing certification from the subcontractor for the duration of the agreement with the subcontractor.

Disaster Recovery Consultant Services – FEMA
(RFP-604605-23/LAS)
Page 22 of 24



(b) If COUNTY has a good faith belief that CONSULTANT has knowingly violated this Section, COUNTY shall terminate this Agreement. If COUNTY terminates this Agreement with CONSULTANT, CONSULTANT may not be awarded a public contract for at least one (1) year after the date on which this Agreement is terminated. If COUNTY has a good faith belief that a subcontractor knowingly violated this Section, but CONSULTANT otherwise complied with this Section, COUNTY must promptly notify CONSULTANT and order CONSULTANT to immediately terminate its agreement with the subcontractor.

(c) CONSULTANT shall execute and return the Affidavit of E-Verify Requirements Compliance, attached to this Agreement as Exhibit D, to COUNTY.

Section 33. Addendum. COUNTY and CONSULTANT shall comply with the terms of Addendum A - Federal Emergency Management Agency (FEMA) Additional Terms for Seminole County Contracts, which is attached to and incorporated in this Agreement as Exhibit E. Addendum A controls over any contrary provision elsewhere in this Agreement, but only applies to work performed or services provided by CONSULTANT as a result of a disaster.

IN WITNESS WHEREOF, the parties have made and executed this Agreement for the purposes stated above.

ATTEST:

Witness

Print Name

Witness

Print Name

CARLISLE THOMPSON LLC

By:

CONNIE S. BRICE, Manager

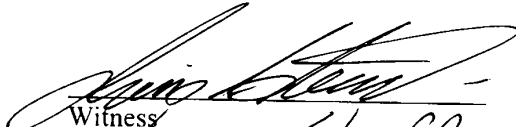
Date:

11-15-2023

Disaster Recovery Consultant Services – FEMA
(RFP-604605-23/LAS)
Page 23 of 24



SEMINOLE COUNTY, FLORIDA


Witness
Louis Straffi

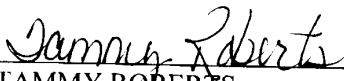
Print Name

G. Marrozos

Witness

Gladys Marrozos

Print Name

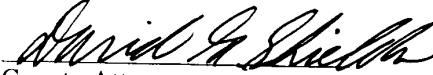
By: 
TAMMY ROBERTS,
Procurement Administrator

Date: 11/16/2023

For the use and reliance of
Seminole County only.

As authorized for execution by the Board of
County Commissioners at its November 14,
2023 regular meeting.

Approved as to form and
legal sufficiency.



County Attorney

GLK\DGSLsfa

10/18/2023

T:\Users\Legal Secretary CSB\Purchasing 2023\RFP-604605 (Carlisle Thompson LLC).docx

Attachments:

- Exhibit A - Scope of Services
- Exhibit B - Sample Purchase Order
- Exhibit C - Contract Pricing
- Exhibit D - Affidavit of E-Verify Requirements Compliance
- Exhibit E - Federal Emergency Management Agency (FEMA) Additional Terms for Seminole County Contracts

Disaster Recovery Consultant Services – FEMA
(RFP-604605-23/LAS)
Page 24 of 24



Exhibit A

SCOPE OF SERVICES

Purpose: Seeking to retain services of a competent and qualified Consultant(s) for Disaster Recovery Services. Consultants will be required to fulfill including, but not limited to, the following tasks and obligations:

1. Financial recovery in support of the Fiscal/Budgetary operations of the County, primarily related to federal and state disaster reimbursement. The consultant will prepare required documentation for any disaster claims, coordination of appeals processes of these claims and other duties necessary to secure appropriate funding reimbursement from federal and state agencies during and after disaster events. This task may also include personnel to represent the County and provide project management of complex and long-term disaster driven projects.
2. Staffing of the Documentation Unit within the Emergency Operations Center during local activation. This includes sheltering in place while conditions prevent the save travel during an event. Primary tasks performed under this unit include maintaining work records, daily reports, verifying County policy is adhered to, and management of other activation related documentation. Operational periods are typically twelve-hour shifts.
3. Provide upon request debris specialist for contract and operations monitoring of County debris operation.
4. Provide upon request damage assessment of County facilities, including technical assistance to deliver a detailed report that include descriptions, dimensions, and other elements of information required to support reimbursement of repair expenses.
5. Policy review and development pertaining to policies used during disasters including but not limited to labor, union, insurance policies, and obtain and maintain requirements. Provide training assistance as needed relating to disaster response and recovery requirements and procedures.

The consultant must have in depth knowledge of government financial operations and accounting, Federal Emergency Management Agency (FEMA) regulations and requirements related to the Stafford Act and the Public Assistance Program, including Title 2 and Title 44 of the Code of Federal Regulations.

The consultant must have current experience in Florida with Federal Emergency Management Agency (FEMA) funding through the Public Assistance Program, including section 406 mitigation projects. The experience must encompass the initial request for public assistance through project closeout and final reconciliation. In addition, the consultant should have knowledge of Federal Highway Administration (FHWA), as well as Natural Resources Conservation Service (NRCS) funding opportunities.

It is preferable that the consultant have local resources available.

Task assignments/Release Orders will be issued via purchase order on an as needed basis.

Please indicate how you would manage the response and financial recovery process for Seminole County, including the use of onsite personnel, personnel working remotely, and the use of technology.



FLORIDA SALES: 85-8013708974C-0
FEDERAL SALES/USE: 59-6000856

Board of County Commissioners
PURCHASE ORDER

ORDER NUMBER: 48148

ALL PACKING SLIPS INVOICES AND CORRESPONDENCE
MUST REFER TO THIS ORDER NUMBER

S
H
I
P

ORDER DATE	01/14/2021
REQUISITION	63930 - OR
REQUESTOR	
VENDOR #	409286
ANALYST	

V
E
N
D
O
R

SUBMIT ALL INVOICES TO:
AP@seminoleclerk.org
Seminole Count Clerk & Comptroller
POST OFFICE BOX 8080
SANFORD, FL 32772
Accts. Payable Inquiries - Phone (407) 665
7656

**ORDER
INQUIRIES**

ITEM #	QTY	UNIT	ITEM DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1.00		EA		0.00	

**THIS ORDER IS SUBJECT TO THE TERMS & CONDITIONS
ON THE REVERSE SIDE OF THIS ORDER.**

TOTAL AMOUNT 0.00

PURCHASING AND CONTRACT DIVISION
1301 EAST SECOND STREET
SANFORD FLORIDA 32771
PHONE (407) 665-7116 / FAX (407) 665-7956

AUTHORIZED SIGNATURE FOR THE SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

Page 1 of 1

Certified Copy - Grant Maloy
Clerk of the Circuit Court and Comptroller
Seminole County, Florida



Seminole County Clerk of the Circuit Court and Comptroller
eCertified at 11/17/2023 14:09:33 -05:00
eCertified Id: 14C7-C7KE-167Q
Page 26 of 45

Terms and Conditions

1. Acceptance/Entire Agreement. This Purchase Order ("PO") is entered into between Seminole County, Florida ("County") and the Supplier referenced herein (individually, referred to as "Party," and collectively, "Parties"). By accepting this PO, Supplier accepts all Terms and Conditions contained herein. This PO, including specifications and drawings, if any, and referenced documents, such as solicitations and responses constitutes the entire agreement between the Parties. Whenever terms and conditions of Main Agreement, if any, conflict with any PO issued pursuant to Main Agreement, Main Agreement will control.

2. Inspection. Notwithstanding any prior payment or inspection, all goods/services are subject to inspection/rejection by County at any time, including during manufacture, construction or preparation. To the extent a PO requires a series of performances by Supplier, County reserves right to cancel remainder of PO if goods/services provided during the term of PO are non-conforming or otherwise rejected. Without limiting any rights County may have, County, at its sole option, may require Supplier, at Supplier's expense to: (a) promptly repair or replace any or all rejected goods, or to cure or re-perform any or all rejected services; or (b) refund price of any or all rejected goods or services. All rejected goods will be held for Supplier's prompt inspection at Supplier's risk. Nothing contained in PO will relieve Supplier's obligation of testing, inspection and quality control.

3. Packing & Shipping. Unless otherwise specified, all goods must be packed, packaged, marked and prepared for shipment in a manner that is: (a) in accordance with good commercial practice; (b) acceptable to common carriers for shipment at the lowest rate for the particular good; (c) in accordance with local, state, and federal regulations; and (d) protected against weather. Supplier must mark all containers with necessary lifting, handling, shipping information, PO number, date of shipment and the name of the consignee and consignor. An itemized packing sheet must accompany each shipment.

4. Delivery; Risk of Loss. All goods are FOB destination, and risk of loss will remain with Supplier until delivery by Supplier and acceptance by County. Goods delivered by Supplier that are damaged, defective, or otherwise fail to conform to PO may be rejected by County or held by County at Supplier's risk and expense. County may charge Supplier for cost(s) to inspect, unpack, repack, store and re-ship rejected goods.

5. Delivery of Excess Quantities. If Supplier delivers excess quantities of goods without prior written authorization from County, excess quantities of goods may be returned to Supplier at Supplier's expense.

6. Time Is of the Essence. Time is of the essence for delivery of goods/services under PO. Failure to meet delivery schedules or deliver within a reasonable time, as determined by County, entitles County to seek all remedies available at law or in equity. County reserves right to cancel any PO and procure goods/services elsewhere if delivery is not timely. Supplier agrees to reimburse County for all costs incurred in enforcing its rights. Failure of County to cancel PO, acceptance, or payment will not be deemed a waiver of County's right to cancel remainder of PO. Delivery date or time in PO may be extended if Supplier provides a written request in advance of originally scheduled delivery date and time and County agrees to delayed delivery in writing prior to originally scheduled delivery date and time.

7. Warranties. Supplier warrants to County that all goods/services covered by PO conform strictly to specifications, drawings or samples specified or furnished by County, and are free from: (a) defects in title; and (b) latent or patent defects in material or workmanship. If no quality is specified by County, Supplier warrants to County that goods/services are of the best grade of their respective kinds, meet or exceed applicable standards for industry represented, are merchantable (as to goods) and are fit for County's particular purpose. Supplier warrants that at the time County accepts the goods/services, the goods/services will have been produced, sold, delivered and furnished in strict compliance with all applicable federal and state laws, regulations, ordinances, rules, labor agreements and working conditions to which goods/services are subject. Supplier warrants the title to goods furnished under PO is valid, transfer of such title to County is rightful and goods are free of any claims or liens of any nature whatsoever, whether rightful or otherwise, of any person, corporation, partnership or association. All applicable manufacturers' warranties must be furnished to County at time of delivery of goods or completion of service. All warranties are cumulative and are in addition to any other express or implied warranties provided by law.

8. Indemnification. To the fullest extent permitted by law, Supplier assumes any and all liability for damages, breach of PO, loss or injury of any kind or nature whatsoever to persons or property caused by, resulting from or related to the goods/services provided under PO. To the fullest extent permitted by law, Supplier shall indemnify and hold harmless County, its commissioners, officers, employees and agents from and against any and all claims, damages, demands, lawsuits, losses, costs and expenses, including attorneys' fees, patent, copyright or trademark infringement, judgments, decrees of whatsoever nature which County may incur as a result of claims, demands, lawsuits or causes of action of any kind or nature arising from, caused by or related to goods/services furnished by Supplier, its officers, employees, agents, partners, principals or subcontractors. Remedies afforded to County by this section are cumulative with and in no way affect any other legal remedy County may have under PO or at law. Supplier's

obligations under PO must not be limited by any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

9. Insurance. Supplier, at its sole expense, shall maintain insurance coverage acceptable to County. All policies must name County as an additional insured. All Insurance Certificates must be provided to the Purchasing and Contracts Division within ten (10) days of request. Supplier shall notify County, in writing, of any cancellation, material change, or alteration to Supplier's Certificate of Insurance.

10. Modifications. PO may be modified or rescinded in writing by County.

11. Material Safety Data Sheets. At time of delivery, Supplier agrees to provide County with a current Material Safety Data Sheet for any hazardous chemicals or toxic substances, as required by law.

12. Pricing. Supplier agrees that pricing included on PO shall remain firm through and until delivery of goods and/or completion of services, unless otherwise agreed to by the Parties in writing.

13. Invoicing & Payment. After delivery of goods/services by Supplier and acceptance by the County, the Supplier must electronically submit an original invoice via email to AccountsPayable@fl.gov or may mail the invoice, if electronic invoice is not available, to: Seminole County Clerk of the Circuit Court and Comptroller, P.O. Box 8080, Sanford, Florida 32772. Invoices must be billed at pricing stipulated on PO and must include the County's Purchase Order Number. Thereafter, all payments and interest on any late payments will be paid in compliance with Florida Prompt Payment Act, §218.70, Florida Statutes.

14. Taxes. County is exempt from Florida sales tax, federal taxes on transportation charges and any federal excise tax. County will not reimburse Supplier for taxes paid.

15. Termination. County may terminate PO, in whole or in part, at any time, either for County's convenience or because of Supplier's failure to fulfill its obligations under PO, by written notice to Supplier. Upon receipt of written notice, Supplier must discontinue all deliveries affected unless written notice directs otherwise. In the event of termination, County will be liable only for materials procured, work completed or services rendered or supplies partially fabricated, within the authorization of PO. In no event will County be liable for incidental or consequential damages by reason of such termination.

16. Equal Opportunity Employer. County is an Equal Employment Opportunity ("EEO") employer, and as such, requires all Suppliers to comply with EEO regulations with regards to race, color, religion, sex, national origin, age, disability or genetic information, as may be applicable to Supplier. Any subcontracts entered into, as authorized by County, must make reference to this clause with the same degree of application being encouraged.

17. Assignment. Supplier may not assign, transfer, or subcontract PO or any right or obligation under it without County's written consent. Any purported assignment, transfer, or subcontract will be null and void.

18. Venue & Applicable Law. The laws of the State of Florida govern validity, enforcement, and interpretation of PO. The sole jurisdiction and venue for any legal action in connection with PO will be in the courts of Seminole County, Florida.

19. Fiscal Non-Funding. In the event sufficient budgeted funds are not available for payment to Supplier for a new fiscal period, County shall notify Supplier of such occurrence and PO will terminate on the last day of the current fiscal period without penalty or expense to County.

20. Public Records. Supplier acknowledges that PO and any related financial records, audits, reports, plans, correspondence and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. Supplier shall maintain all public records and, upon request, provide a copy of requested records or allow records to be inspected within a reasonable time. Supplier shall also ensure that any public records that are exempt or confidential from disclosure are not disclosed except as authorized by law. In event Supplier fails to abide by provisions of Chapter 119, Florida Statutes, County may, without prejudice to any other right or remedy and after giving Supplier seven (7) days written notice, during which period Supplier still fails to allow access to such documents, terminate PO. **IF SUPPLIER HAS QUESTIONS REGARDING APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO SUPPLIER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO PO, CONTACT CUSTODIAN OF PUBLIC RECORDS AT: 407-665-7116, PURCHASING AND CONTRACTS DIVISION, 1301 E. SECOND STREET, SANFORD, FL 32771.**

21. Right to Audit Records. County will be entitled to audit the books and records of Supplier to the extent that the books and records relate to this PO. Supplier must maintain books and records relating to this PO for a period of three (3) years from the date of final payment under the PO, unless the County authorizes otherwise in writing.

22. Severability. If any section, sentence, clause, phrase or portion of PO are, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion will be deemed separate, distinct, and independent and such holding will not affect validity of remaining portion of PO.

23. Headings & Captions. All headings and captions contained in PO are provided for convenience only, do not constitute a part of PO, and may not be used to define, describe, interpret or construe any provision of PO.
Rev 10/2021



**Exhibit C
Price Proposal**

RFP-604605-23/LAS – DISASTER RECOVERY CONSULTANT SERVICES - FEMA

Name of Proposer: Carlisle Thompson LLC

Mailing Address: 405 Sequoia Spur

City/State/Zip: Georgetown, TX 78628

Phone Number: (407) 353-2787

FAX Number: ()

E-Mail Address: connie@carlislethompson.com

Pursuant to and in compliance with the Request for Proposals, the undersigned Proposer agrees to perform the Work in strict conformity with Contract Documents, including Addenda Nos. 1 through 3, on file for the rates hereinafter set forth. The undersigned Proposer declares that the only persons/parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any person, firm or corporation, and proposes and agrees that, if the proposal is accepted, Proposer will execute an Agreement with the COUNTY and will furnish Insurance Certificates.

The hourly rate shall include all costs associated with providing the required services including, but not limited to:

- General Administrative Overhead
- Fringe and benefits, Profit
- Equipment and related items
- Any Cost associated with work

Position Description - Minimum Experience	Hourly Rate
Disaster Recovery Program Manager/ Policy Advisor (Minimum 10 years Federal Disaster Recovery experience)	\$215.00
Disaster Recovery Project Manager (Minimum 5 years FEMA Public Assistance experience)	\$180.00
FEMA Public Assistance Specialist (Minimum 3 years FEMA Public Assistance experience)	\$150.00
FEMA Public Assistance Analyst (Minimum 1 year FEMA Public Assistance experience)	\$120.00
PA Grant Admin	\$80.00

REIMBURSABLE EXPENSES POLICIES AND ALLOWANCES:

1. Reimbursement for mileage will be at the IRS rate. Local mileage not allowed within a 50 mile radius of the job site.
2. Car rental reimbursement shall be for compact cars, up to two occupants, and intermediate cars for over two occupants.
3. Reimbursement for lodging shall be at \$100.00 or the actual expenses for lodging at a "non-resort" type hotel located in Seminole County. Meals shall not exceed:



Without Receipts

A. Breakfast \$6.00
B. Lunch \$11.00
C. Dinner \$19.00

With Receipts:

\$10.00
\$13.00
\$27.00

Reimbursement for meals, travel, vehicle mileage, tolls and parking shall not apply to local employees of the Contractor.

4. Reimbursement for air fare shall be based on coach rates.
5. Reimbursement for reproductions, drawings and postage is authorized at actual cost.

Note: Any expenses under the above reimbursement policies must be supported by documents such as a receipt or invoice, identify the employee/contractor's name, date of services and explanation of the expense. Travel expenses must be submitted or invoiced to the County within 90 days.



DISASTER RECOVERY CONSULTANT SERVICES- FEMA

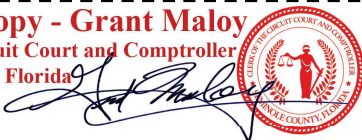
Please provide the hourly rate for each line item in the table. The hourly rate shall include all costs associated with providing the required services including, but not limited to: General Administrative Overhead. Fringe and benefits, profit. Equipment and Related items. Any cost associated with work. Seminole County will accept ADDITIONAL position proposals as a SEPERATE attachment. ADDITIONAL positions will not be factored into the scoring of the Pricing Structure criteria.

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Disaster Recovery Program Manager/ Policy Advisor (Minimum 10 Years Federal Disaster Recovery Experience)	1	Hr	\$215.00	\$215.00
2	Disaster Recover Project Manager (Minimum 5 years FEMA Public Assistance experience)	1	Hr	\$180.00	\$180.00
3	FEMA Public Assistance Specialist (Minimum 3 years FEMA Public Assistance experience)	1	Hr	\$150.00	\$150.00
4	FEMA Public Assistance Analyst (Minimum 1 year FEMA Public Experience)	1	Hr	\$120.00	\$120.00
5	PA Grant Admin	1	Hr	\$80.00	\$80.00
TOTAL					

DISASTER RECOVERY CONSULTANT SERVICES- FEMA

Please provide the Estimated percentage of Project hours for EACH Position. The 'Percentage' column total should be 100%. Seminole County will accept ADDITIONAL position proposals as a SEPERATE attachment. ADDITIONAL positions will not be factored into the scoring of the Pricing Structure criteria.

Line Item	Description	Unit of Measure	Percentage
1	Disaster Recovery Program Manager/ Policy Advisor (Minimum 10 Years Federal Disaster Recovery Experience)	Percent of Total Project Hours	5%



Line Item	Description	Unit of Measure	Percentage
2	Disaster Recover Project Manager (Minimum 5 years FEMA Public Assistance experience)	Percent of Total Project Hours	15%
3	FEMA Public Assistance Specialist (Minimum 3 years FEMA Public Assistance experience)	Percent of Total Project Hours	35%
4	FEMA Public Assistance Analyst (Minimum 1 year FEMA Public Experience)	Percent of Total Project Hours	25%
5	PA Grant Admin	Percent of Total Project Hours	20%



Additional Positions				
Description	Quantity	Unit of Measure	Estimated % of Project Hours	Unit Cost
Junior Consultant	1	Hr	As Needed	\$ 105.00
Insurance Specialist	1	Hr	As Needed	\$ 165.00
Cost Estimator	1	Hr	As Needed	\$ 165.00
Project Manager, Owner Representative	1	Hr	As Needed	\$ 200.00
Project Coordinator	1	Hr	As Needed	\$ 150.00
Engineer (PE)	1	Hr	As Needed	\$ 225.00
Engineer (EIT)	1	Hr	As Needed	\$ 180.00
FEMA Appeals Specialist	1	Hr	As Needed	\$ 245.00
Emergency Operations Liaison	1	Hr	New Activation	\$ 245.00
Damage Assessment/ NFIP SDA Team				
Lead Inspector (Travel Expenses Included)	1	Hr	New Declaration	\$ 185.00
Inspector (Travel Expenses Included)	1	Hr	New Declaration	\$ 155.00
Documentation Unit				
Documentation Unit Lead	1	Hr	New Activation	\$ 190.00
EOC Document Unit Specialist	1	Hr	New Activation	\$ 165.00
EOC Documentation Unit Admin	1	Hr	New Activation	\$ 100.00

Seminole County Clerk of the Circuit Court and Comptroller
 Carlisle Thompson, LLC



Agreement Name: _____

Agreement Number: RFP-604605-23/CAS

AFFIDAVIT OF E-VERIFY REQUIREMENTS COMPLIANCE

The CONSULTANT/CONTRACTOR agrees to comply with section 448.095, Florida Statutes, and to incorporate in all subcontracts the obligation to comply with section 448.095, Florida Statutes.

1. The CONSULTANT/CONTRACTOR shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the CONSULTANT during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Agreement term.
2. The CONSULTANT/CONTRACTOR understands and agrees that its failure to comply with the verification requirements as set forth herein or its failure to ensure that all employees and subcontractors performing work under Agreement Number _____ are legally authorized to work in the United States and the State of Florida constitute a breach of Agreement Number _____ for which Seminole County may immediately terminate the Agreement without notice and without penalty. The CONSULTANT/CONTRACTOR further understands and agrees that in the event of such termination, the CONSULTANT/CONTRACTOR shall be liable to the county for any costs incurred by the County as a result of the CONSULTANT'S/CONTRACTOR'S breach.

[Balance of this page intentionally blank; signatory page follows]

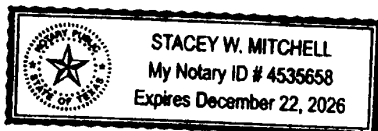


DATED this 15th day of November, 2023.

Carlisle Thompson, LLC
Consultant Name
By: [Signature]
Print Name: CONNIE BRICE
Title: President

STATE OF FLORIDA)
COUNTY OF SEMINOLE)

I HEREBY CERTIFY that, on this 15th day of November, 2023, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Connie Brice, ☐ who is personally known to me or ☒ who has produced TX DL as identification.



Stacey Mitchell
Print Name Stacey Mitchell
Notary Public in and for the County Seminole
and State Aforementioned Stacey Mitchell
My commission expires: 12/22/24

E-Verify Affidavit
Revised 11/2020



Exhibit E

FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) ADDITIONAL TERMS FOR SEMINOLE COUNTY CONTRACTS

These FEMA Contract Terms are made a part of the Agreement between Seminole County and the Contractor or Consultant named in the Contract or Agreement to which this Addendum is attached and incorporated by reference.

Definitions

The term "Contractor", as used throughout this Addendum, means the Contractor, Provider, Consultant, or similar such term, as named in the Contract or Agreement.

The term "Contract", as used throughout this Addendum, means the underlying Agreement or Contract to which this Addendum is attached and incorporated by reference.

General Provisions

- A. Contractor provides services that the County may require in the event of a hurricane or other disaster. Contractor acknowledges and agrees that, in such event, the County may apply to the State of Florida or the federal government for funds that will be used to pay Contractor or reimburse the County for payments made to Contractor. FEMA will only consider reimbursing contracts that contain the requisite FEMA provisions. Contractor desires to be eligible to be awarded disaster work and be compensated through federal funds. The County and Contractor agree that with respect to any services or work performed or provided by Contractor or its subcontractors under the Contract arising or related to a disaster event, the provisions set forth in this Addendum and the most recent version of the United States Department of Transportation Federal Highway Administration's Form FHWA-1273, which is incorporated into this Addendum by reference, (collectively, the "FEMA Requirements") apply. The FEMA Requirements will only modify the Contract upon the provision by Contractor of work or services required as a result of a disaster. The terms and conditions of the Contract and the FEMA Requirements should be read to operate in concert, except where directly in conflict.

In the event of a conflict between the FEMA Requirements listed in this Addendum and other provisions of the Contract, the FEMA Requirements will govern and prevail.

Addendum A - Federal Emergency Management Agency (FEMA)
Additional Terms for Seminole County Contracts
Page 1 of 11



- B Contracts that receive funding derived from federal grants must comply with federal guidelines. The federal funds appropriated by the Federal Emergency Management Agency (FEMA) will be administered through the State of Florida.
- C. Payment. Payment will be based on the unit rates/prices pursuant to the Contract Fee Schedule. Contractor shall submit invoices covering no more than a 30 day period.

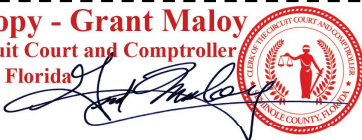
2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses

- 1 Remedies. In the event of a breach or violation of the Contract by Contractor, in addition to any other remedies provided for in the Contract or to which the County may be entitled at law or in equity, Contractor will be subject to debarment or suspension from consideration for the award of additional contracts from the County, including, but not limited to, contracts related to disaster relief or recovery, pursuant to the terms and procedures set forth in all applicable County codes.
- 2. Termination for Convenience. The County may terminate this Contract at its convenience with or without cause upon written notice of termination to Contractor. In the event of such a termination by the County, the County will be liable for the payment of all Work properly performed prior to the effective date of termination and for all portions of materials, supplies, services, and facility orders that cannot be cancelled and were placed prior to the effective date of termination and other reasonable costs associated with the termination. Notwithstanding the preceding, under no circumstances will the County be liable to Contractor for lost profits or overhead for work, materials, or services not performed by Contractor or delivered by Contractor to the County.
- 3. Equal Employment Opportunity (Applicable to All FEMA Construction Contracts and required by 41 C.F.R. Part 60-61-1.4(b))

During the performance of this Contract, the Contractor agrees as follows:

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive

Addendum A - Federal Emergency Management Agency (FEMA)
Additional Terms for Seminole County Contracts
Page 2 of 11



considerations for employment without regard to race, color, religion, sex, or national origin.

- (3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - (4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
 - (5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
 - (6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
 - (7) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.
- 4 Davis Bacon Act and Copeland Anti-Kickback Act (Applicable to Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program construction contracts in excess of \$2,000.00. Not applicable to other FEMA grant and cooperative agreement programs,

Addendum A - Federal Emergency Management Agency (FEMA)
Additional Terms for Seminole County Contracts
Page 3 of 11



including the Public Assistance Program; Davis Bacon Act--40 USC s. 3141-3144 and 3146-3148, 2 CFR Part 200, Appendix II; Copeland Anti-Kickback Act--40 USC s. 3145) In situations where the Davis Bacon Act does not apply, neither does the Copeland Anti-Kickback Act.

Compliance with Davis Bacon Act

- (1) The Contractor agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis Bacon Act as amended, and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Contract. The Contractor shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation must be made available to the County for review upon request. Current applicable wage rates will be attached to the Contract if applicable.
- (2) The Contractor agrees that all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this Contract, shall comply with Federal requirements adopted by the County pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing under this Addendum is intended to relieve the Contractor of its obligation, if any, to require payment of the higher wage. The Contractor shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

Compliance with Copeland Anti-Kickback Act

- (1) Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- (2) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- (3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

Addendum A - Federal Emergency Management Agency (FEMA)
Additional Terms for Seminole County Contracts
Page 4 of 11



5. Contract Work Hours and Safety Standards Act (Applicable to all FEMA contracts in excess of \$100,000 that involve the employment of mechanics or laborers; 29 CFR Part 5; 2 CFR Part 22, Appendix II, E)
- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
 - (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
 - (3) Withholding for unpaid wages and liquidated damages. The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
 - (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section."
6. Rights to Inventions Made Under a Contract or Agreement (Applicable if FEMA award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit

Addendum A - Federal Emergency Management Agency (FEMA)
Additional Terms for Seminole County Contracts
Page 5 of 11



organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement". Does not apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program. 37 CFR Part 401; 2 CFR Part 200, Appendix II, F).

The Contractor acknowledges that it must comply with the requirements of 37 CFR Part 401 and any implementing regulations issued by FEMA.

7 Clean Air Act and the Federal Water Pollution Control Act (Applicable to Contracts in Excess of \$150,000)

Clean Air Act

- (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (2) The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the State, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The Contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

- (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (2) The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the State, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The Contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

8. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion (Applicable to All FEMA Contracts and Subcontracts; Executive Order 12549, Executive Order 12689, 2 CFR Part 180; 2 CFR Part 3000)

(1)

Addendum A - Federal Emergency Management Agency (FEMA)
Additional Terms for Seminole County Contracts
Page 6 of 11



- a. By signing this Addendum, the Contractor is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The Contractor shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the Contractor to furnish a certification or an explanation will disqualify such a person from participation in this transaction.
- c. The Contractor shall provide immediate written notice to the department or agency to whom this proposal is submitted if any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- d. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2

C.F.R. pt. 3000. As such the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

- (2) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
 - (3) This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State, and the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
 - (4) The Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of the Contract. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions."
9. Certification Regarding Use of Contract Funds for Lobbying (Byrd Anti-Lobbying (31 USC s. 1352) Applicable to contracts in excess of \$100,000. 2 CFR Part 200, Appendix II)
- (1) The Contractor certifies, by signing this Addendum, to the best of Contractor's knowledge and belief, that:

Addendum A - Federal Emergency Management Agency (FEMA)
Additional Terms for Seminole County Contracts
Page 7 of 11



- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-L.L.L., "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - (2) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification will be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
 - (3) The Contractor also agrees that Contractor shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.
10. Procurement of Recovered Materials (Applicable to all FEMA contracts, 42 USC s. 6962; 2 CFR Part 200, Appendix II, K; 2 CFR s. 200.322)
- (1) In the performance of this Contract, the Contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired:
 - (a) Competitively within a timeframe providing for compliance with the contract performance schedule;
 - (b) Meeting contract performance requirements; or
 - (c) At a reasonable price.

Addendum A - Federal Emergency Management Agency (FEMA)
 Additional Terms for Seminole County Contracts
 Page 8 of 11



- (2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/>. The list of EPA designate items is available at <http://www.epa.gov/cpg/products.htm>.

11. Additional FEMA Requirements

a. Access to Records (Applicable to all FEMA contracts; DHS Standard Terms and Conditions, v. 3.0 XXV)

- (1) The Contractor agrees to provide the County, State, FEMA, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the contract for the purposes of making audits, examinations, excerpts and transcriptions.
- (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract.
- (4) The Contractor agrees to maintain all books, records, accounts and reports required under the Contract for a period of not less than three (3) years after the date of termination or expiration of the Contract, except in the event of litigation or settlement of claims arising from the performance of the Contract, in which case Contractor agrees to maintain same until the County, the State, FEMA, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

12. DHS Seal, Logo and Flags (Applicable to all FEMA contracts; DHS Standard Terms and Conditions, v. 3.0 XXV)

The Contractor shall not use the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials without specific FEMA approval.

13. Compliance with State and Federal Reporting Requirements Contractor and its subcontractors shall comply with and the Contract is subject to the requirements and regulations of the Federal Emergency Management Agency and the State of Florida Division of Emergency Management pertaining to reporting.

14. No Obligation by the Federal Government - Applicable to all FEMA contracts)

- (1) Absent the express written consent by the Federal Government, the Federal Government or FEMA is not a party to the Contract and shall not be subject to any

Addendum A - Federal Emergency Management Agency (FEMA)
Additional Terms for Seminole County Contracts
Page 9 of 11



obligations or liabilities to the County, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

- (2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

15. Fraud and False or Fraudulent or Related Acts - (Applicable to all FEMA contracts)

The Contractor acknowledges that 31 USC Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Contract.

Additional FEMA Provisions

16. Civil Rights (Applicable to All FEMA Contracts) - The following requirements will apply to the Contract and any subcontracts:

- (1) Age. In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §623, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age.
- (2) Disabilities. In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. §12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission. "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities, and which prohibits discrimination in the areas of employment, public accommodations, transportation, telecommunications and government services.

17. Compliance with Federal Law, Regulations, and Executive Orders - (Applicable to all FEMA contracts)

This is an acknowledgement that FEMA financial assistance will be used to fund the Contract only. The Contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives as applicable, including but not limited to:

- 1 The Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended, 42 USC Sec. 5121, et. seq.
- 2 Resource Conservation and Recovery Act
- 3 National Historic Preservation Act

Addendum A - Federal Emergency Management Agency (FEMA)
Additional Terms for Seminole County Contracts
Page 10 of 11



4 Mandatory Standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act

18. Immigration and Naturalization Act. - (Applicable to all FEMA contracts)

Contractor shall not knowingly employ unauthorized alien workers in violation of 8 USC §1324a (c) [§74A (c) of the Immigration and Nationality Act] and such employment of unauthorized aliens shall be grounds for unilateral termination of the Contract/Agreement.

19. Indemnity of Funding Entities. - (Applicable to all FEMA contracts)

Contractor hereby agrees to indemnify and hold harmless the State of Florida, the Government of the United States of America (including but not limited to the Federal Emergency Management Agency and the Federal Highway Administration) and the County and their officers, agents, employees and elected officials from and against any and all liability, claims, damages, demands, expenses, fees, fines, penalties, suits, proceedings, actions and cost of actions, including attorneys' fees for trial and appeal, and for the preparation of same arising out of Contractor's, its officers, agents, employees and subcontractors' acts or omissions associated with this Contract.

20. Performance and Payment Bonds. (Applicable to all FEMA contracts)

If not already required under the Contract, and if requested by the County, the Contractor shall, prior to the commencement of operations, furnish a Performance and Payment Bond, executed by a surety company authorized to do business in the State of Florida, in the amount of the estimated contract value, which bond must be conditioned upon the successful completion of all work, labor, services and materials to be provided and furnished under the contract and the payment of all subcontractors, materials and laborers. Such bonds must be subject to the approval by the County.

21. Materials and Supplies. (Applicable to all FEMA contracts)

All manufactured and unmanufactured articles, materials and supplies which are acquired for public use under this Contract have been produced in the United States as required by 41 USC §10a, unless it would not be in the public interest or unreasonable in cost.

22. Subcontracts. (Applicable to all FEMA contracts)

To the extent applicable, the Contractor shall cause the inclusion of the provisions of this Addendum in all subcontracts.

DGS/dre

8/29/19

F:\Users\dshiehl\Cases\Resource Management\Purchasing Agreements\Specific Negotiated Agreements\2019\FEMA Addendum\FEMA Addendum.docx

Addendum A - Federal Emergency Management Agency (FEMA)
Additional Terms for Seminole County Contracts
Page 11 of 11



Ted Beason
Karen Miller
Zephyrhills, Florida

RE: Quote for FEMA Public Assistance (PA) Grant Management Support Services

Ms. Miller & Mr. Beason:

Carlisle Thompson proposes the following services to meet the grant management needs for the City of Zephyrhills, Florida, primarily related to FEMA Public Assistance disaster grants. We anticipate our staff will perform the services detailed below:

Scope of Services:

- Assist the City in identifying opportunities to maximize public assistance and post disaster federal and state grant funding.
- Prepare and process required documentation for disaster reimbursement claims.
- Coordinate with City departments to develop and submit documentation to FEMA and other related grants.
- Provide and perform services necessary to secure appropriate disaster funding reimbursement.
- Additional federal and state grant related tasks assigned by the City.

Carlisle Thompson is currently contracted with Seminole County, Florida, through a proper procurement that meets the County's and Federal procurement requirements. Carlisle Thompson will extend and agree to the Seminole County contract provisions and rates to meet the immediate disaster recovery needs for the City of Zephyrhills, FL.

We recommend starting with a task order/purchase order of \$60,000.00 and evaluate the project requirements in 90 days.

Please contact me at 407-399-8848 if you have any questions or need additional information.

Best Regards,



Stephen Brice
Co-Founder, Vice President



Second Page



405 West Sequoia Spur
Georgetown, TX 78628



407.399.8848
512.677.4079



carlislethompson.com
sdbrice@carlislethompson.com

FINANCE DIRECTOR'S REPORT 3.3

Appointment of the Audit Selection Committee

Issue:

To comply with State Law, an audit selection committee must be appointed by the City Council. The committee must have at least 3 members, including one councilperson, and no city employees.

Background:

It has been a number of years since the City has requested proposals for auditing services. There are no complaints or dissatisfaction with Bodine Perry, the current firm auditing the City. It is recommended as a best practice to solicit proposals periodically. The state urges local governments to consider qualifications, experience, project approach, and references from other local governments that have been audited by the proposing firms. Price can be a consideration, but not the primary or sole focus.

Three individuals have agreed to serve on the audit selection committee: Kenneth Burgess, Amy Chappell, and Mike Ward.

Ted Beason, Finance Director, and Jessica Carter, Assistant Finance Director, can provide technical assistance to the committee but may not vote.

Attachment(s):

None

Fiscal Impact:

The City spent \$49,250 on its 2024 audit and \$5,900 for the CRA audit.

Staff Recommendation:

The staff recommends the appointment of Kenneth Burgess, Amy Chappell, and Mark Ward.