



**CITY COUNCIL
ZEPHYRHILLS, FLORIDA**

**Monday, September 8, 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 — Rodney Corriveau, Principal Planner

Pledge of Allegiance —

CITIZEN COMMENTS

MAYOR

- 1 Proclamation - Heffelfinger
 1. 2025 Heffelfinger
- 2 Proclamation - Constitution Week
 1. 2025 DAR Constitution Week

1. CONSENT ITEMS

- 1.1 Approval of City Council Meeting Minutes - August 25, 2025
 1. M08.25.2025 - Final Draft

- 1.2 Approval of Budget Workshop Minutes - August 25, 2025
 1. M08.25.2025 Budget Workshop - Final Draft
- 1.3 Approval of Agreement **24-25-05** - FAA Grant for T-Hanger Aprons Construction
 1. 24-25-05 - FAA Grant for T-Hanger Aprons Construction - unsigned
- 1.4 Approval of Agreement **25-25-07** Hubbard Construction Company
 1. Agreement 25-25-07 Hubbard Construction Company(38182703.1)
 2. Exhibit A(38185613.1)
 3. Exhibit B(38182823.1)
 4. Exhibit C(38182921.1)
 5. 2.37 Bid Tab, ZPH, Taxilane & Apron Rehab
- 1.5 Amendment 1 to **37-22-13** with Alfred Benesch & Company - 1 of 2 Three-year extensions (11-14-2025 to 11-13-2028)
 1. Amendment Contract for Alfred Benesch and Company
 2. 37-22-13 Alfred Benesch & Company Professional Services Agreement (1) (1) (1)
- 1.6 Approval of Addendum to Stellar Development Agreement **25-25-08**
 1. Addendum No.1 to Agreement 25-25-08(38181928.1)

2. PUBLIC HEARING

- 2.1 Adopt Tentative Millage

First Reading **ORDINANCE NO. 1506-25 - "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ZEPHYRHILLS, FLORIDA, LEVYING THE MILLAGE RATE FOR FISCAL YEAR 2025-2026 FOR THE CITY OF ZEPHYRHILLS."**

 - A. Council President opens Public Hearing
 - B. Council President closes Public Hearing
 - C. City Council considers Ordinance No. 1506-25 on the First Reading
 1. Ordinance 1506-25 - Adopt Millage
- 2.2 Adopt Tentative Budget

First Reading **ORDINANCE NO. 1507-25 - "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ZEPHYRHILLS, FLORIDA, ADOPTING A BUDGET FOR THE 2025-2026 FISCAL YEAR."**

 - A. Council President opens Public Hearing
 - B. Council President closes Public Hearing
 - C. City Council considers Ordinance No. 1507-25 on the First Reading
 1. Ordinance 1507-25 - Adopt Budget
 2. FY 2026 Proposed Budget

3. UTILITIES DIRECTOR'S REPORT

- 3.1 Approval of Piggyback Agreement **41-25-27** HST Utility Inc Meter Replacement
 1. 41-25-27 HST Utility_Signed
 2. Exhibit 1 - 41-25-27 Piggyback - HST Utility Inc Meter Replacement(38182365.2)
 3. Meter Pricing HST Utility Zephyrhills Fl(38181958.1)
 4. IFB NO_ 2054_ WATER METER INSTALLATION AND REPLACEMENT PROGRAM(38181957.1)

4. PUBLIC WORKS DIRECTOR'S REPORT

- 4.1 Approval of Piggyback Agreement **41-25-28** with Martin County - Raftelis' - Stormwater Utility Fee
 - 1. Agreement 41-25-28 Piggyback with Raftelis Financial Consultants(38181945.1)
 - 2. Exhibit A - Piggyback Agreement 41-25-28 with Martin County - Raftel(38181948.1)
 - 3. Zephyrhills_StormwaterScope_20250716
 - 4. RFP2021-3343_UtilityRateFinancialConsulting

5. CITY MANAGER'S REPORT

- 5.1 Parks Master Plan Phase II - GAI
 - 1. 2025-03-19 Zephyrhills PRMP Staff+CRA Workshop_draft_LR
 - 2. 2025-09-02 Zephyrhills PRMP_Phase II_FINAL lowres (1)

MAYOR ANNOUNCEMENTS

CITY MANAGER ANNOUNCEMENTS

CITY ATTORNEY ANNOUNCEMENTS

CITY COUNCIL COMMENTS

6. NOTED ITEMS

- 6.1 C.W. Roberts Change Order **[25-25-03]** Taxiway F Construction - Force main conflict
 - 1. SKM_C650i25090412070
- 6.2 Amendment No. 1 to Task Assignment JE23-02 - South 301 Sewer/Water SS Phase I **[37-21-03]**
 - 1. AMENDMENT NO. 1 Task Assignment JE 23-02
- 6.3 Amendment No. 1 to Task Assignment JE23-04 - Northside Phase 3 Force Main / Waterline Extension **[37-21-03]**
 - 1. AMENDMENT NO. 1 Task Assignment JE 23-04
- 6.4 Amendment No. 1 to Task Assignment JE23-05 - Wastewater Treatment Plant Effluent Pump Station **[37-21-03]**
 - 1. AMENDMENT NO. 1 Task Assignment JE 23-05

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.**



WHEREAS, the City of Zephyrhills takes great pride in recognizing and honoring individuals whose enduring commitment and service have profoundly enriched the fabric of our community; and

WHEREAS, Russ and Lee Heffelfinger, esteemed residents of Zephyrhills since April 12, 1968, have exemplified the highest ideals of civic engagement and community stewardship throughout their decades of residence; and

WHEREAS, Mr. Russ Heffelfinger served with distinction as President of the Zephyrhills Chamber of Commerce in both 1972 and 1973, becoming the first individual to hold consecutive terms, and together with Mrs. Lee Heffelfinger, continued to serve as Chamber Ambassadors, earning the prestigious Ambassador of the Year award and honorary membership; and

WHEREAS, Mr. Heffelfinger played a foundational role in establishing Kiwanis Club Lodge #72, serving as Vice President and subsequently as its third President in 1974, and both he and Mrs. Heffelfinger were instrumental in the formation of the Elks Lodge #2731, proudly becoming its second Exalted Ruler; and

WHEREAS, the Heffelfingers contributed to the economic vitality of Zephyrhills through their entrepreneurial endeavors, including Mr. Heffelfinger's bookkeeping and tax business and their collaborative work in the travel industry booking excursions for seniors; and

WHEREAS, Mr. Heffelfinger honorably served in the United States Army beginning in 1952, stationed in Saifelden, Austria, where he was joined by Mrs. Heffelfinger. Together, they raised four children, exemplifying a lifelong commitment to family and service; and

WHEREAS, the Heffelfingers have borne witness to and actively participated in the transformation of Zephyrhills, from pastoral landscapes to thriving neighborhoods, and have remained steadfast contributors to the city's growth and communal spirit; and

NOW, THEREFORE, I, Melonie Bahr Monson, Mayor of the City of Zephyrhills, by virtue of the authority vested in me, do hereby recognize and commend

Russ and Lee Heffelfinger

for their extraordinary legacy of community involvement, leadership, and service to the City of Zephyrhills. Their enduring contributions shall serve as a beacon of inspiration for generations to come.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Zephyrhills, Pasco County, Florida to be affixed this 8th day of September, 2025.

Melonie Bahr Monson, Mayor

Attest: _____
Ricardo Quiñones, City Clerk



PROCLAMATION

WHEREAS, Constitution Week is the commemoration of America's most important document. The United States Constitution stands as a testament to the tenacity of Americans throughout history to maintain their liberties, freedoms, and inalienable rights. The commitment of the National Society Daughters of the American Revolution (NSDAR) is to encourage study and educate the public about the Constitution, which was adopted by the American Congress of the Confederation on September 17, 1787; and

WHEREAS, the two hundred forty-ninth anniversary of the drafting of the Constitution provides a historic opportunity for all Americans to learn about and recall the achievements of our Founders, and to reflect on the rights and privileges of citizenship; and

WHEREAS, this celebration of the Constitution was started by the Daughters of the American Revolution. In 1955, the NSDAR petitioned Congress to set aside September 17-23 annually to be dedicated for the observance of Constitution Week. The resolution was later adopted by the U.S. Congress and signed into public law on August 2, 1956, by President Dwight D. Eisenhower. George W. Busch officially declared the inception of Constitution Week in 2002; and

WHEREAS, the Daughters of the American Revolution (DAR) is a lineage-based membership service organization for women who are direct descendants of individuals who contributed to the United States' struggle for independence during the Revolutionary period; and

WHEREAS, it is the greatest importance that all citizens fully understand the provisions and principles contained in the Constitution in order to support it, preserve it and defend it against encroachment; and

NOW, THEREFORE, I, Melonie Bahr Monson, by virtue of the authority vested in me as Mayor of the City of Zephyrhills in the State of Florida, do hereby proclaim the week of September 17–23, 2025 as

CONSTITUTION WEEK

and urge all citizens to reaffirm the ideals the Framers of the Constitution had in 1787 by vigilantly protecting the freedoms guaranteed to us through this guardian of our liberties.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the official seal of the City of Zephyrhills, Pasco County, Florida on this 8th day of September, 2025.

Melonie Bahr Monson, Mayor

Attest: _____
Ricardo Quiñones

CONSENT ITEMS 1.1

Approval of City Council Meeting Minutes - August 25, 2025

Issue:

The City of Zephyrhills City Council held a regular meeting on August 25, 2025.

Background:

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

Attachment(s):

1. M08.25.2025 - Final Draft

Fiscal Impact:

N/A

Staff Recommendation:

Staff Recommends Approval

REGULAR CITY COUNCIL MEETING

A Regular City Council Meeting was held on August 25, 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 6:09 PM

Roll call was taken. Present were members Lance Smith, Kenneth Burgess, Charles Proctor and Steven Spina. City Manager William Poe and City Attorney Matthew Maggard were also present. Jodi Wilkeson was not present. Mayor Melonie Bahr Monson arrived at 6:09 PM just after roll call was taken.

Staff present: Chief of Police Derek Brewer, Public Works Director Shane LeBlanc, Planning Director Todd Vande Berg, Utilities Director John Bostic III, CRA Director Gail Hamilton, HR & Risk Management Director Sandra Amerson, IT Director Mike Panak, Airport Manager Nathan Coleman, Finance Director Ted Beason, Building Official Calvin Switzer, Library Director Peggy Panak, Public Information Officer Kevin Weiss, Assistant Finance Director Jessica Carter, Principal Planner Rodney Corriveau, Historic Preservation/Community Planner Will McCaw, GIS/Community Planner Tommy-Lee Hunt, Code Enforcement Officer Stephen Page, Water Treatment Plant Operator A Eric Martin and City Clerk Ricardo Quiñones. The Invocation was led by Reverend Benjamin of St. Elizabeth Episcopal Church. The Pledge of Allegiance followed.

CITIZEN COMMENTS - NONE

MAYOR

1. City Manager Evaluation

Mayor Monson reported that City Manager William Poe received an average score of 3.56 out of 5 across ten evaluation categories. Council discussed the evaluation process and noted that the Mayor was not included in the scoring, which she confirmed and stated she was only asked to facilitate. Councilman Spina commended Mr. Poe's leadership during Hurricane Milton, and Councilman Smith noted the value of regular check-ins with the City Manager. Councilman Burgess and Council President Proctor also expressed support for Mr. Poe's performance. Mr. Poe thanked Council and credited his team for their support during the emergency response.

1. CONSENT ITEMS

- 1.1 Approval of City Council Meeting Minutes - August 11, 2025
- 1.2 Approval of Budget Workshop Minutes - August 11, 2025
- 1.3 Appointment of Board Members
- 1.4 Approval of Agreement 24-25-04 - FAA Grant for T-Hanger Aprons Design
- 1.5 Approval of Agreement 24-25-06 FDOT Grant - T-Hangar Aprons
- 1.6 Approval of Amendment 1 to FDOT Agreement 25-23-03 - FBO Removal
- 1.7 Approval of Wages and Article Review 41-24-26 for Sergeants (2025-2027) Amendment to Articles 23, 26, and 29

Steven Spina motioned to Approve consent agenda as presented. Seconded by Kenneth Burgess. Motion Passed, 4-0.

2. FINANCE DIRECTOR'S REPORT

2.1 Fund Balance and Debt Policies

Council was asked to approve a Fund Balance and Debt Policy in preparation for the upcoming bond issuance. Finance Director Ted Beason explained that the policy would set a minimum fund balance of 25% of operating expenditures for both the General Fund and Water & Sewer Fund. The debt policy would cap annual debt service payments at 10% of general fund revenues, with an absolute limit of 15%. Council discussed the implications of pledging non-ad valorem revenues and clarified that enterprise funds would also contribute to the bond repayment.

Steven Spina motioned to approve the proposed fund balance and Debt Policies. Seconded by Lance Smith. Motion Passed, 4-0.

3. PLANNING DIRECTOR'S REPORT

3.1 Planning Report - Advent Health Zoning

Council was asked to consider a rezoning request from Advent Health for approximately 23 acres east of the hospital. Community Planner Will McCaw explained the request to change zoning from PUD and R4 to C3 to allow for hospital support uses such as medical offices and parking.

Tom Scarsky, representing Advent Health, presented the proposal and confirmed that there is no immediate development plan. Council expressed concern about the broad range of uses permitted

under C3 zoning, including vehicle sales and heavy equipment repair. For the record, Council requested that the applicant consider deed restrictions to limit uses to those compatible with hospital operations. Barbara Wilhight, Attorney to applicant, agreed to work with Staff on narrowing the scope before the public hearing.

MAYOR ANNOUNCEMENTS

Mayor Monson announced a proclamation for Martha Wilson's 100th birthday and reminded Council of the Chamber Banquet on Thursday. She requested that the Youth Council meet on September 8 at 5:00 PM. City Attorney Maggard advised that both the CRA meeting and City Council meeting be noticed for 6:00 PM and held consecutively.

CITY MANAGER ANNOUNCEMENTS

City Manager William Poe reported that the August 20th Job Fair was successful, with over 100 applications submitted. He announced that the City's Water Use Permit is on the Southwest Florida Water Management District's agenda for August 26th. He also shared a thank-you note from New Port Richey for hosting the MAP meeting and provided an update on Abbott Square improvements, including mobilization of equipment for roadwork on Beverly Hills Drive.

CITY ATTORNEY ANNOUNCEMENTS

City Attorney Matthew Maggard reported that he has been involved in discussions with Lennar regarding Abbott Square and believes the developer now understands the City's expectations. He recommended continuing the current course and re-evaluating progress.

CITY COUNCIL COMMENTS

Lance Smith - discussed the Benesch agreement and clarified that it supports Todd Vande Berg's presentation at the upcoming Economic Summit. He shared concerns from the Florida League of Cities conference, particularly regarding the Florida Department of Government Efficiency (FDOGE) and a proposed ad valorem tax exemption. He warned that the exemption could result in a 28% revenue shortfall and urged Council to advocate against it.

Steven Spina – None

Kenneth Burgess - noted City Manager Poe's engagement with vendors and other city managers at the FLC conference and echoed concerns about the proposed tax exemption.

Charles Proctor - emphasized the seriousness of the ad valorem issue and thanked staff for their work.

Before closing the meeting, City Manager Poe welcomed new Code Enforcement Officer Stephen Page, who was present at the meeting.

4. NOTED ITEMS

- 4.1 Proclamation - Martha Wilson 100th Birthday
- 4.2 Task Work Order #AB25-01

ADJOURN 6:51 PM

Submitted by Ricardo Quiñones

CONSENT ITEMS 1.2

Approval of Budget Workshop Minutes - August 25, 2025

Issue:

The City of Zephyrhills City Council held a Budget Workshop on August 25, 2025.

Background:

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

Attachment(s):

1. M08.25.2025 Budget Workshop - Final Draft

Fiscal Impact:

N/A

Staff Recommendation:

Staff Recommends Approval

CITY COUNCIL BUDGET WORKSHOP

A Budget Workshop was held by City Council on August 25, 2025 at 7:00 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 7:00 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 was also present. Jodi Wilkeson and City Attorney Matthew Maggard were not present.

Staff present: Chief of Police Derek Brewer, Public Works Director Shane LeBlanc, Planning Director Todd Vande Berg, Utilities Director John Bostic III, HR & Risk Management Director Sandra Amerson, IT Director Mike Panak, Airport Manager Nathan Coleman, Finance Director Ted Beason, Building Official Calvin Switzer, Library Director Peggy Panak, Public Information Officer

Kevin Weiss, Assistant Finance Director Jessica Carter, Principal Planner Rodney Corriveau, Historic Preservation/Community Planner Will McCaw, GIS/Community Planner Tommy-Lee Hunt, Code Enforcement Officer Stephen Page, Water Treatment Plant Operator A Eric Martin and City Clerk Ricardo Quiñones.

1. BUDGET WORKSHOP ITEMS

1.1 FY 25-26 Draft Budget Presentation

Council was asked to review the updated FY 2025–2026 budget following changes made since the previous workshop. City Manager William Poe presented the revised total budget of \$135,911,380. Key updates included the removal of a proposed sergeant position, the addition of \$10,000 for youth sports, and a reduction of \$34,000 in utility administration professional services. Personnel adjustments were reflected across departments, with increases primarily due to the approved 6% salary raise.

The police department budget increased by approximately \$40,000 due to the inclusion of step plan adjustments and October 1 pay increases. The sanitation department budget decreased due to the deferral of a vehicle purchase to FY 2027, although a separate vehicle replacement was added following a recent accident. CRA capital projects such as 8th Street improvements, Clock Plaza renovations, park signage, and depot parking lot construction were rolled forward to FY 2026 due to timing and permitting delays.

Council discussed fund balance allocations and confirmed that reserve requirements would be met. Assistant Finance Director Jessica Carter clarified that bond proceeds would appear under transfers-in and that debt service payments were tentatively budgeted at approximately \$679,000. Council also confirmed that the budget includes anticipated costs for the police union agreement and that the Depot parking lot project should be completed in time for the March 2026 event.

Councilman Smith asked for clarification on the bond revenue and ad valorem tax figures. Staff confirmed that the ad valorem revenue includes CRA allocations and that the bond proceeds will be managed similarly to ARPA funds, with interest earned and drawn down as needed. Council also discussed the potential use of wireless microphones for staff responses during meetings.

Council reached consensus to proceed with the budget as presented. The first reading of the tentative millage and budget will be held on September 8, 2025, followed by the second reading and adoption on September 22, 2025.

CITIZEN COMMENTS - NONE

ADJOURN 7:15 PM

Submitted by Ricardo Quiñones

CONSENT ITEMS 1.3

Approval of Agreement **24-25-05** - FAA Grant for T-Hanger Aprons Construction

Issue:

Pavement PCN in failing condition. (Pavement Classification Number). Most of this pavement is 40 plus years old.

Background:

The purpose of this agreement is to provide for FAA participation in the rehabilitation / construction for the rehabilitation of the airfield FBO/Terminal apron, taxilane and taxiway pavement areas associated with t- hangar aprons 3,4, shade hangar and adjacent areas.

Attachment(s):

1. 24-25-05 - FAA Grant for T-Hanger Aprons Construction - unsigned

Fiscal Impact:

Budgeted in FY 2025

Staff Recommendation:

Staff and Engineer recommend City Council's consideration for approval of the award of FAA grant offer.



U.S. Department
of Transportation
Federal Aviation
Administration

Orlando Airports District Office
8427 South Park Circle, Suite 524
Orlando, FL 32819

Mr. Nathan R. Coleman
Airport Manager
Zephyrhills Municipal Airport
39450 South Avenue
Zephyrhills, FL 33542

Dear Mr. Coleman:

The Grant Offer for Infrastructure Investment and Jobs Act (IIJA) Airport Infrastructure Grant (AIG) Project No. 3-12-0089-026-2025 at Zephyrhills Municipal Airport is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the grant offer carefully.

You may not make any modification to the text, terms or conditions of the grant offer.

Steps You Must Take to Enter Into Agreement.

To properly enter into this agreement, you must do the following:

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the sponsor's attorney(s) will automatically receive an email notification.
4. On the **same day or after** the authorized representative has signed the grant, the sponsor's attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.
5. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized no later than **September 12, 2025**.
6. The fully executed grant will then be automatically sent to all parties as an email attachment.

Payment. Subject to the requirements in 2 CFR § 200.305 (Federal Payment), each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

Project Timing. The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date (1,460 days from the grant execution

date). We will be monitoring your progress to ensure proper stewardship of these Federal funds. We expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress. Your grant may be placed in “inactive” status if you do not make draws on a regular basis, which will affect your ability to receive future grant offers. Costs incurred after the Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

Reporting. Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- For all grants, you must submit by December 31st of each year this grant is open:
 1. A signed/dated SF-270 (Request for Advance or Reimbursement for non-construction projects) or SF-271 or equivalent (Outlay Report and Request for Reimbursement for Construction Programs), and
 2. An SF-425 (Federal Financial Report).
- For non-construction projects, you must submit [FAA Form 5100-140, Performance Report](#) within 30 days of the end of the Federal fiscal year.
- For construction projects, you must submit [FAA Form 5370-1, Construction Progress and Inspection Report](#), within 30 days of the end of each Federal fiscal quarter.

Audit Requirements. As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR Part 200. Subpart F requires non-Federal entities that expend \$1,000,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to ensure your organization will comply with applicable audit requirements and standards.

Closeout. Once the project(s) is completed and all costs are determined, we ask that you work with your FAA contact indicated below to close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

FAA Contact Information. Jennifer Ganley, (407) 487-7237, jennifer.ganley@faa.gov is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,

Krystal G. Ritchey, P.E.
Acting Manager



U.S. Department
of Transportation
Federal Aviation
Administration

**FY 2025 AIRPORT INFRASTRUCTURE GRANT
GRANT AGREEMENT
Part I - Offer**

Federal Award Offer Date

Airport/Planning Area Zephyrhills Municipal Airport

Airport Infrastructure Grant
Number 3-12-0089-026-2025

Unique Entity Identifier H43CDMFF9UU6

TO: City of Zephyrhills
(herein called the "Sponsor") (For Co-Sponsors, list all Co-Sponsor names. The word "Sponsor" in this Grant Agreement also applies to a Co-Sponsor.)

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated June 05, 2025, for a grant of Federal funds for a project at or associated with the Zephyrhills Municipal Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Zephyrhills Municipal Airport (herein called the "Project") consisting of the following:

Rehabilitate General Aviation Apron – Construction; Rehabilitate East T-hangar Taxilane (300 feet) and West T-hangar Taxilane (300) – Construction; Rehabilitate Taxiway E (900 feet) - Construction

which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out the Infrastructure Investment and Jobs Act (IIJA) (Public Law (P.L.) 117-58) of 2021; FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application; and in consideration of (a) the Sponsor's adoption and ratification of the attached Grant Assurances dated April 2025, interpreted and applied consistent

with the FAA Reauthorization Act of 2024; (b) the Sponsor's acceptance of this Offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurance and conditions as herein provided;

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay (95) % of the allowable costs incurred accomplishing the Project as the United States share of the Project.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$501,582.

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):

\$0 for planning

\$501,582 for airport development or noise program implementation; and,

\$0 for land acquisition.

2. **Grant Performance.** This Grant Agreement is subject to the following Federal award requirements:

- a. Period of Performance:

1. Shall start on the date the Sponsor formally accepts this Agreement and is the date signed by the last Sponsor signatory to the Agreement. The end date of the Period of Performance is 4 years (1,460 calendar days) from the date of acceptance. The Period of Performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.
2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions or budget periods (2 Code of Federal Regulations (CFR) § 200.1) except as noted in 49 U.S.C § 47142(b).

- b. Budget Period:

1. For this Grant is 4 years (1,460 calendar days) and follows the same start and end date as the Period of Performance provided in paragraph 2(a)(1). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the Budget Period and as stated in 49 U.S.C § 47142(b). Eligible project-related costs incurred on or after November 15, 2021 that comply with all Federal funding procurement requirements and FAA standards are allowable costs.
2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which Sponsors are authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to 2 CFR § 200.308.

- c. Close Out and Termination

Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the Period of Performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the Period of Performance end date with the information available at the end of 120 days (2 CFR § 200.344). The FAA may terminate this agreement and all of its obligations under this agreement if any of the following occurs:

- (a) (1) The Sponsor fails to obtain or provide any Sponsor grant contribution as required by the agreement;
 - (2) A completion date for the Project or a component of the Project is listed in the agreement and the Recipient fails to meet that milestone by six months after the date listed in the agreement;
 - (3) The Sponsor fails to comply with the terms and conditions of this agreement, including a material failure to comply with the Project Schedule even if it is beyond the reasonable control of the Sponsor;
 - (4) Circumstances cause changes to the Project that the FAA determines are inconsistent with the FAA's basis for selecting the Project to receive a grant; or
 - (5) The FAA determines that termination of this agreement is in the public interest.
- (b) In terminating this agreement under this section, the FAA may elect to consider only the interests of the FAA.
- (c) The Sponsor may request that the FAA terminate the agreement under this section.

3. **Ineligible or Unallowable Costs.** In accordance with P.L. 117-58, Division J, Title VIII, and 49 U.S.C. § 47110, the Sponsor is prohibited from including any costs in the grant funded portions of the project that the FAA has determined to be ineligible or unallowable, including costs incurred to carry out airport development implementing policies and initiatives repealed by Executive Order 14148, provided such costs are not otherwise permitted by statute.
4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, IIJA (P.L. 117-58), and the regulations, policies, and procedures of the Secretary. Per 2 CFR

§ 200.308, the Sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.

7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before September 12, 2025, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds and Mandatory Disclosure.**
 - a. The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term “Federal funds” means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
 - b. The Sponsor, a recipient, and a subrecipient under this Federal grant must promptly comply with the mandatory disclosure requirements as established under 2 CFR § 200.113, including reporting requirements related to recipient integrity and performance in accordance with Appendix XII to 2 CFR Part 200.
10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this Grant Agreement.
11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**
 - a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
 - b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/content/entity-registration>.

12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this Agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
13. **Informal Letter Amendment of IIA Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

The FAA can, subject to the availability of Federal funds, also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1, Maximum Obligation.

The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

An informal letter amendment has the same force and effect as a formal grant amendment.
14. **Environmental Standards.** The Sponsor is required to comply with all applicable environmental standards, as further defined in the Grant Assurances, for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.
15. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
16. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this Grant. The Sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this Grant.
17. **Build America, Buy American.** The Sponsor must comply with the requirements under the Build America, Buy America Act (P.L. 117-58).
18. **Maximum Obligation Increase.** In accordance with 49 U.S.C. § 47108(b)(3), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this Grant:
 - a. May not be increased for a planning project;
 - b. May be increased by not more than 15 percent for development projects, if funds are available;
 - c. May be increased by not more than the greater of the following for a land project, if funds are available:
 1. 15 percent; or
 2. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

If the Sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in IIJA (P.L. 117-58), or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same Federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the Federal share as applicable through an informal letter of amendment.

19. Audits for Sponsors.

PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than \$1,000,000 in Federal awards and are exempt from Federal audit requirements must make records available for review or audit by the appropriate Federal agency officials, State, and Government Accountability Office. The FAA and other appropriate Federal agencies may request additional information to meet all Federal audit requirements.

20. Suspension or Debarment. When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:

- a. Verify the non-Federal entity is eligible to participate in this Federal program by:
 1. Checking the System for Award Management (SAM.gov) exclusions to determine if the non-Federal entity is excluded or disqualified; or
 2. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or
 3. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.
- b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions with their contractors and sub-contractors.
- c. Immediately disclose in writing to the FAA whenever (1) the Sponsor learns it has entered into a covered transaction with an ineligible entity or (2) the Public Sponsor suspends or debars a contractor, person, or entity.

21. Ban on Texting While Driving.

- a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - i. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

- ii. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this Grant.

22. **Trafficking in Persons.**

- 1. *Posting of contact information.*
 - a. The Sponsor must post the contact information of the national human trafficking hotline (including options to reach out to the hotline such as through phone, text, or TTY) in all public airport restrooms.
- 2. *Provisions applicable to a recipient that is a private entity.*
 - a. Under this Grant, the recipient, its employees, subrecipients under this Grant, and subrecipients employees must not engage in:
 - i. Severe forms of trafficking in persons;
 - ii. The procurement of commercial sex act during the period of time that the grant or cooperative agreement is in effect;
 - iii. The use of forced labor in the performance of this grant; or any subaward; or
 - iv. Acts that directly support or advance trafficking in person, including the following acts;
 - a) Destroying, concealing, removing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents;
 - b) Failing to provide return transportation of pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless:
 - 1. Exempted from the requirement to provide or pay for such return transportation by the federal department or agency providing or entering into the grant; or
 - 2. The employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or witness in a human trafficking enforcement action;
 - c) Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment;
 - d) Charging recruited employees a placement or recruitment fee; or
 - e) Providing or arranging housing that fails to meet the host country's housing and safety standards.
 - b. The FAA, may unilaterally terminate this Grant, or take any remedial actions authorized by 22 U.S.C 7104b(c), without penalty, if any private entity under this Grant;
 - i. Is determined to have violated a prohibition in paragraph (2)(a) of this Grant;

- ii. Has an employee that is determined to have violated a prohibition in paragraph (2)(a) of this Grant through conduct that is either:
 - a) Associated with performance under this Grant; or
 - b) Imputed to the recipient or subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.
- 3. *Provision applicable to a recipient other than a private entity.*
 - a. The FAA may unilaterally terminate this award or take any remedial actions authorized by 22 U.S.C 7104b(c), without penalty, if subrecipient than is a private entity under this award;
 - i. Is determined to have violated a prohibition in paragraph (2)(a) of this Grant or
 - ii. Has an employee that is determined to have violated a prohibition in paragraph (2)(a) of this Grant through conduct that is either:
 - a) Associated with performance under this Grant; or
 - b) Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR Part 1200.
- 4. *Provisions applicable to any recipient.*
 - a. The recipient must inform the FAA and the DOT Inspector General, immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (2)(a) of this Grant.
 - b. The FAA's right to unilaterally terminate this Grant as described in paragraph (2)(b) or (3)(a) of this Grant, implements the requirements of 22 U.S.C. chapter 78 and is addition to all other remedies for noncompliance that are available to the FAA under this Grant:
 - c. The recipient must include the requirements of paragraph (2)(a) of this Grant award term in any subaward it makes to a private entity.
 - d. If applicable, the recipient must also comply with the compliance plan and certification requirements in 2 CFR 175.105(b).
- 5. *Definitions.* For purposes of this Grant award, term:
 - a. "Employee" means either:
 - i. An individual employed by the recipient or a subrecipient who is engaged in the performance of the project or program under this Grant; or
 - ii. Another person engaged in the performance of the project or program under this Grant and not compensated by the recipient including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or requirements.
 - b. "Private entity" means:

- i. Any entity, including for profit organizations, nonprofit organizations, institutions of higher education, and hospitals. The term does not include foreign public entities, Indian Tribes, local governments, or states as defined in 2 CFR 200.1.
 - ii. The terms “severe forms of trafficking in persons,” “commercial sex act,” “sex trafficking,” “Abuse or threatened abuse of law or legal process,” “coercion,” “debt bondage,” and “involuntary servitude” have the meaning given at section 103 of the TVPA, as amended (22 U.S.C. 7102).
23. **IJA Funded Work Included in a PFC Application.** Within 120 days of acceptance of this Grant Agreement, the Sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The airport sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.
24. **Exhibit “A” Property Map.** The Exhibit “A” Property Map dated September 2014, is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.
25. **Employee Protection from Reprisal.** In accordance with 2 CFR § 200.217 and 41 U.S.C. § 4701, an employee of a grantee, subgrantee contractor, recipient or subrecipient must not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in paragraph (a)(2) of 41 U.S.C. 4712 information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant. The grantee, subgrantee, contractor, recipient, or subrecipient must inform their employees in writing of employee whistleblower rights and protections under 41 U.S.C. § 4712. See statutory requirements for whistleblower protections at 10 U.S.C. § 4701, 41 U.S.C. § 4712, 41 U.S.C. § 4304, and 10 U.S.C. § 4310.
26. **Prohibited Telecommunications and Video Surveillance Services and Equipment.** The Sponsor agrees to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [P.L. 115-232 § 889(f)] and 2 CFR § 200.216.
27. **Critical Infrastructure Security and Resilience.** The Sponsor acknowledges that it has considered and addressed physical and cybersecurity and resilience in its project planning, design, and oversight, as determined by the DOT and the Department of Homeland Security (DHS). For airports that do not have specific DOT or DHS cybersecurity requirements, the FAA encourages the voluntary adoption of the cybersecurity requirements from the Transportation Security Administration and Federal Security Director identified for security risk Category X airports.
28. **Title VI of the Civil Rights Act.** As a condition of a grant award, the Sponsor shall demonstrate that it complies with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq) and implementing regulations (49 CFR part 21), the Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq.), U.S. Department of Transportation and Federal Aviation Administration (FAA) Assurances, and other relevant civil rights statutes, regulations, or authorities, including any

amendments or updates thereto. This may include, as applicable, providing a current Title VI Program Plan to the FAA for approval, in the format and according to the timeline required by the FAA, and other information about the communities that will be benefited and impacted by the project. A completed FAA Title VI Pre-Grant Award Checklist is required for every grant application, unless excused by the FAA. The Sponsor shall affirmatively ensure that when carrying out any project supported by this grant that it complies with all federal nondiscrimination and civil rights laws based on race, color, national origin, sex, creed, age, disability, genetic information, in consideration for federal financial assistance. The Department's and FAA's Office of Civil Rights may provide resources and technical assistance to recipients to ensure full and sustainable compliance with Federal civil rights requirements. Failure to comply with civil rights requirements will be considered a violation of the agreement or contract and be subject to any enforcement action as authorized by law.

29. **FAA Reauthorization Act of 2024.** This grant agreement is subject to the terms and conditions contained herein including the terms known as the Grant Assurances as they were published in the Federal Register April 2025. On May 16, 2024, the FAA Reauthorization Act of 2024 made certain amendments to 49 U.S.C. chapter 471. The Reauthorization Act will require the FAA to make certain amendments to the assurances in order to best achieve consistency with the statute. Federal law requires that the FAA publish any amendments to the assurances in the Federal Register along with an opportunity to comment. In order not to delay the offer of this grant, the existing assurances are attached herein; however, the FAA shall interpret and apply these assurances consistent with the Reauthorization Act. To the extent there is a conflict between the assurances and Federal statutes, the statutes shall apply. The full text of the FAA Reauthorization Act of 2024 is at

<https://www.congress.gov/bill/118th-congress/house-bill/3935/text>

30. **Applicable Federal Anti-Discrimination Laws.** Pursuant to Section (3)(b)(iv), Executive Order 14173, Ending Illegal Discrimination and Restoring Merit-Based Opportunity, the sponsor:

- a. Agrees that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the government's payment decisions for purposes of 31 U.S.C. 3729(b)(4); and
- b. certifies that it does not operate any programs promoting diversity, equity, and inclusion (DEI) initiatives that violate any applicable Federal anti-discrimination laws.

31. **Federal Law and Public Policy Requirements.** The Sponsor shall ensure that Federal funding is expended in full accordance with the United States Constitution, Federal law, and statutory and public policy requirements: including but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination; and the Sponsor will cooperate with Federal officials in the enforcement of Federal law, including cooperating with and not impeding U.S. Immigration and Customs Enforcement (ICE) and other Federal offices and components of the Department of Homeland Security in and the enforcement of Federal immigration law.

32. **National Airspace System Requirements**

- a. The Sponsor shall cooperate with FAA activities installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System, including waiving permitting requirements and other restrictions affecting those activities to the

maximum extent possible, and assisting the FAA in securing waivers of permitting or other restrictions from other authorities. The Sponsor shall not take actions that frustrate or prevent the FAA from installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System.

- b. If the FAA determines that the Sponsor has violated subsection (a), the FAA may impose a remedy, including:
 - (1) additional conditions on the award;
 - (2) consistent with 49 U.S.C chapter 471, any remedy permitted under 2 C.F.R. 200.339–200.340, including withholding of payments; disallowance of previously reimbursed costs, requiring refunds from the Recipient to the USDOT; suspension or termination of the award; or suspension and debarment under 2 CFR part 180; or
 - (3) any other remedy legally available.
- c. In imposing a remedy under this condition, the FAA may elect to consider the interests of only the FAA.
- d. The Sponsor acknowledges that amounts that the FAA requires the Sponsor to refund to the FAA due to a remedy under this condition constitute a debt to the Federal Government that the FAA may collect under 2 CFR 200.346 and the Federal Claims Collection Standards (31 CFR parts 900–904).

33. **Signage Costs for Construction Projects.** The airport grant recipient hereby agrees that it will require the prime contractor of a Federally- assisted airport improvement project to post signs consistent with a DOT/FAA-prescribed format, as may be requested by the DOT/FAA, and further agrees to remove any signs posted in response to requests received prior to February 1, 2025.

34. **Title 8 - U.S.C., Chapter 12, Subchapter II - Immigration.** The sponsor will follow applicable federal laws pertaining to Subchapter 12, and be subject to the penalties set forth in 8 U.S.C. § 1324, Bringing in and harboring certain aliens, and 8 U.S.C. § 1327, Aiding or assisting certain aliens to enter.

SPECIAL CONDITIONS

35. **Buy American Executive Orders.** The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.
36. **Pavement Maintenance Management Program.** The Sponsor agrees that it will implement an effective airport pavement maintenance management program as required by Airport Sponsor Grant Assurance 11, Pavement Preventive Maintenance-Management, which is codified at 49 U.S.C. § 47105(e). The Sponsor agrees that it will use the program for the useful life of any pavement constructed, reconstructed, rehabilitated, or repaired with Federal financial assistance at the airport. The Sponsor further agrees that the program will:
- a. Follow the current version of FAA Advisory Circular 150/5380-6, "Guidelines and Procedures for Maintenance of Airport Pavements," for specific guidelines and procedures for maintaining airport pavements, establishing an effective maintenance program, specific types of distress and its probable cause, inspection guidelines, and recommended methods of repair;
 - b. Detail the procedures to be followed to assure that proper pavement maintenance, both preventive and repair, is performed;
 - c. Include a Pavement Inventory, Inspection Schedule, Record Keeping, Information Retrieval, and Reference, meeting the following requirements:
 1. Pavement Inventory. The following must be depicted in an appropriate form and level of detail:
 - i. Location of all runways, taxiways, and aprons;
 - ii. Dimensions;
 - iii. Type of pavement; and,
 - iv. Year of construction or most recent major reconstruction, rehabilitation, or repair.
 2. Inspection Schedule.
 - i. Detailed Inspection. A detailed inspection must be performed at least once a year. If a history of recorded pavement deterioration is available, i.e., Pavement Condition Index (PCI) survey as set forth in the current version of Advisory Circular 150/5380-6, the frequency of inspections may be extended to three years.
 - ii. Drive-By Inspection. A drive-by inspection must be performed a minimum of once per month to detect unexpected changes in the pavement condition. For drive-by inspections, the date of inspection and any maintenance performed must be recorded.
 3. Record Keeping. Complete information on the findings of all detailed inspections and on the maintenance performed must be recorded and kept on file for a minimum of five years. The type of distress, location, and remedial action, scheduled or performed, must be documented. The minimum information is:
 - i. Inspection date;
 - ii. Location;
 - iii. Distress types; and

- iv. Maintenance scheduled or performed.
- 4. Information Retrieval System. The Sponsor must be able to retrieve the information and records produced by the pavement survey to provide a report to the FAA as may be required.

37. **Project Containing Paving Work in Excess of \$500,000.** The Sponsor agrees to:

- a. Furnish a construction management program to the FAA prior to the start of construction which details the measures and procedures to be used to comply with the quality control provisions of the construction contract, including, but not limited to, all quality control provisions and tests required by the Federal specifications. The program must include as a minimum:
 - 1. The name of the person representing the Sponsor who has overall responsibility for contract administration for the project and the authority to take necessary actions to comply with the contract;
 - 2. Names of testing laboratories and consulting engineer firms with quality control responsibilities on the project, together with a description of the services to be provided;
 - 3. Procedures for determining that the testing laboratories meet the requirements of the ASTM International standards on laboratory evaluation referenced in the contract specifications (i.e., ASTM D 3666, ASTM C 1077);
 - 4. Qualifications of engineering supervision and construction inspection personnel;
 - 5. A listing of all tests required by the contract specifications, including the type and frequency of tests to be taken, the method of sampling, the applicable test standard, and the acceptance criteria or tolerances permitted for each type of test; and
 - 6. Procedures for ensuring that the tests are taken in accordance with the program, that they are documented daily, and that the proper corrective actions, where necessary, are undertaken.
- b. Submit at completion of the project, a final test and quality assurance report documenting the summary results of all tests performed and highlighting those tests that indicated failure or that did not meet the applicable test standard. The report must include the pay reductions applied and the reasons for accepting any out-of-tolerance material. Submit interim test and quality assurance reports when requested by the FAA.
- c. Failure to provide a complete report as described above, or failure to perform such tests, will, absent any compelling justification, result in a reduction in Federal participation for costs incurred in connection with construction of the applicable pavement. Such reduction will be at the discretion of the FAA and will be based on the type or types of required tests not performed or not documented and will be commensurate with the proportion of applicable pavement with respect to the total pavement constructed under the Grant Agreement.
- d. The FAA, at its discretion, reserves the right to conduct independent tests and to reduce grant payments accordingly if such independent tests determine that Sponsor test results are inaccurate.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.¹

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**

(Signature)

(Typed Name)

(Title of FAA Official)

¹ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.²

Dated _____

City of Zephyrhills

(Name of Sponsor)

(Signature of Sponsor's Authorized Official)

By: _____

(Typed Name of Sponsor's Authorized Official)

Title: _____

(Title of Sponsor's Authorized Official)

² Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Florida. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; the Infrastructure Investment and Jobs Act (IIJA) (P.L. 117-58) of 2021; FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.³

Dated at _____

By: _____

(Signature of Sponsor's Attorney)

³ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

ASSURANCES

AIRPORT SPONSORS

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

B. Duration and Applicability.

1. **Airport Development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. **Airport Planning Undertaken by a Sponsor.**

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, 37, and 40 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements

The Sponsor will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant. Performance under this agreement shall be governed by and in compliance with the following requirements, as applicable, to the type of organization of the Sponsor and any applicable sub-recipients. The applicable provisions to this agreement include, but are not limited to, the following:

FEDERAL LEGISLATION

- a. 49 U.S.C. subtitle VII, as amended.
- b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.¹
- c. Federal Fair Labor Standards Act – 29 U.S.C. § 201, et seq.
- d. Hatch Act – 5 U.S.C. § 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. 4601, et seq.^{1, 2}
- f. National Historic Preservation Act of 1966 – Section 106 – 54 U.S.C. § 306108.¹
- g. Archeological and Historic Preservation Act of 1974 – 54 U.S.C. § 312501, et seq.¹
- h. Native Americans Grave Repatriation Act – 25 U.S.C. § 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended – 42 U.S.C. § 7401, et seq.
- j. Coastal Zone Management Act, P.L. 92-583, as amended – 16 U.S.C. § 1451, et seq.
- k. Flood Disaster Protection Act of 1973 – Section 102(a) - 42 U.S.C. § 4012a.¹
- l. 49 U.S.C. § 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 – 29 U.S.C. § 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) (prohibits discrimination on the basis of race, color, national origin).
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 – 42 U.S.C. § 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968, as amended – 42 U.S.C. § 4151, et seq.¹
- s. Powerplant and Industrial Fuel Use Act of 1978 – Section 403 – 42 U.S.C. § 8373.¹
- t. Contract Work Hours and Safety Standards Act – 40 U.S.C. § 3701, et seq.¹
- u. Copeland Anti-kickback Act – 18 U.S.C. § 874.¹
- v. National Environmental Policy Act of 1969 – 42 U.S.C. § 4321, et seq.¹

- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271, et seq.
- x. Single Audit Act of 1984 – 31 U.S.C. § 7501, et seq.²
- y. Drug-Free Workplace Act of 1988 – 41 U.S.C. §§ 8101 through 8105.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).
- aa. Civil Rights Restoration Act of 1987, P.L. 100-259.
- bb. Infrastructure Investment and Jobs Act, P.L. 117-58, Title VIII.
- cc. Build America, Buy America Act, P.L. 117-58, Title IX.
- dd. Endangered Species Act – 16 U.S.C. 1531, et seq.
- ee. Title IX of the Education Amendments of 1972, as amended – 20 U.S.C. 1681–1683 and 1685–1687.
- ff. Drug Abuse Office and Treatment Act of 1972, as amended – 21 U.S.C. 1101, et seq.
- gg. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 U.S.C. § 4541, et seq.
- hh. Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions – 31 U.S.C. § 1352.

EXECUTIVE ORDERS

- a. Executive Order 11990 – Protection of Wetlands
- b. Executive Order 11988 – Floodplain Management
- c. Executive Order 12372 – Intergovernmental Review of Federal Programs
- d. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction¹
- e. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America's Workers
- f. Executive Order 14149 – Restoring Freedom of Speech and Ending Federal Censorship
- g. Executive Order 14151 – Ending Radical and Wasteful Government DEI Programs and Preferencing
- h. Executive Order 14154 – Unleashing American Energy
- i. Executive Order 14168 – Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government
- j. Executive Order 14173 – Ending Illegal Discrimination and Restoring Merit-Based Opportunity

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 and 1201 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.^{3, 4, 5}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.

- d. 14 CFR Part 13 – Investigative and Enforcement Procedures.
- e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.
- f. 14 CFR Part 150 – Airport Noise Compatibility Planning.
- g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.
- h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.
- i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.¹
- j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.¹
- k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).¹
- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).¹
- m. 49 CFR Part 20 – New Restrictions on Lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.^{1, 2}
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.¹
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.
- t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).
- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.
- x. 49 CFR Part 41 – Seismic Safety.

FOOTNOTES TO ASSURANCE (C)(1)

¹ These laws do not apply to airport planning sponsors.

² These laws do not apply to private sponsors.

- ³ 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
- ⁴ Cost principles established in 2 CFR Part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- ⁵ Audit requirements established in 2 CFR Part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this Grant Agreement.

1. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this Grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

2. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

3. Good Title.

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

4. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere

with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

- b. Subject to 49 U.S.C. 47107(a)(16) and (x), it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

5. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

6. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

7. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

8. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

9. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

10. Pavement Preventive Maintenance-Management.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program, and it assures that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

11. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 U.S.C. 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

12. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.

- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

13. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 U.S.C. §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

14. Veteran's Preference.

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 U.S.C. 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

15. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary and incorporated into this Grant Agreement.

16. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

17. Planning Projects.

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.

- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

18. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state, and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:
 - 1. Operating the airport's aeronautical facilities whenever required;
 - 2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 - 3. Promptly notifying pilots of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

19. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

20. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

21. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:
 1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.

- f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.
- g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
- h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

22. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

23. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a Grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

24. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.
 2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
 3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95.
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
- c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 U.S.C. 47107.

25. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and

other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;

- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 - 1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 - 2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

26. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

27. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

28. Airport Layout Plan.

- a. The airport owner or operator will maintain a current airport layout plan of the airport showing:
 - 1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;

2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
 3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
 4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.
- b. Subject to subsection 49 U.S.C. 47107(x), the Secretary will review and approve or disapprove the plan and any revision or modification of the plan before the plan, revision, or modification takes effect.
 - c. The owner or operator will not make or allow any alteration in the airport or any of its facilities unless the alteration—
 1. is outside the scope of the Secretary's review and approval authority as set forth in subsection (x); or
 2. complies with the portions of the plan approved by the Secretary.
 - d. When the airport owner or operator makes a change or alteration in the airport or the facilities which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:
 1. eliminate such adverse effect in a manner approved by the Secretary; or
 2. bear all costs of relocating such property or its replacement to a site acceptable to the Secretary and of restoring the property or its replacement to the level of safety, utility, efficiency, and cost of operation that existed before the alteration was made, except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

29. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d to 2000d-4); creed and sex per 49 U.S.C. 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.

- a. Using the definitions of activity, facility, and program as found and defined in 49 CFR 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. Applicability

1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
2. So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

"The City of Zephyrhills, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, all businesses will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex, age, or disability in consideration for an award."

e. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex, age, or

disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:

- a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
- b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

30. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
 - 1. Reinvestment in an approved noise compatibility project;
 - 2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. 47117(e);
 - 3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. 47114, 47115, or 47117;
 - 4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
 - 5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;
 2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. 47117(e);
 3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. 47114, 47115, or 47117;
 4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
 5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.
- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
- d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

31. Engineering and Design Services.

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U.S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

32. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

33. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (https://www.faa.gov/sites/faa.gov/files/aip-pfc-checklist_0.pdf) for AIP projects as of June 05, 2025.

34. Relocation and Real Property Acquisition.

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.

- b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

35. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

36. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin, or sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

37. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

38. Competitive Access.

- a. If the airport owner or operator of a medium or large hub airport (as defined in 49 U.S.C. § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:
 - 1. Describes the requests;
 - 2. Provides an explanation as to why the requests could not be accommodated; and
 - 3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.

- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six-month period prior to the applicable due date.

39. Access to Leaded Aviation Gasoline

- a. If 100-octane low lead aviation gasoline (100LL) was made available at an airport, at any time during calendar year 2022, an airport owner or operator may not restrict or prohibit the sale of, or self-fueling with 100-octane low lead aviation gasoline.
- b. This requirement remains until the earlier of December 31, 2030, or the date on which the airport or any retail fuel seller at the airport makes available an unleaded aviation gasoline that has been authorized for use by the FAA as a replacement for 100-octane low lead aviation gasoline for use in nearly all piston-engine aircraft and engine models; and meets either an industry consensus standard or other standard that facilitates the safe use, production, and distribution of such unleaded aviation gasoline, as determined appropriate by the FAA.
- c. An airport owner or operator understands and agrees, that any violation of this grant assurance is subject to civil penalties as provided for in 49 U.S.C. § 46301(a)(8).

CONSENT ITEMS 1.4

Approval of Agreement **25-25-07** Hubbard Construction Company

Issue:

Background:

This project is proposed to rehabilitate a total of 126,565-square-foot apron, taxilane, and taxiway pavement areas. This project will improve the safety and efficiency of the airfield operations in front of t-hangars, 2,3,4 and the FBO admin building. City staff have been working with the FAA to secure BIL funding.

Attachment(s):

1. Agreement 25-25-07 Hubbard Construction Company(38182703.1)
2. Exhibit A(38185613.1)
3. Exhibit B(38182823.1)
4. Exhibit C(38182921.1)
5. 2.37 Bid Tab, ZPH, Taxilane & Apron Rehab

Fiscal Impact:

Budgeted in FY 2025

Staff Recommendation:

Staff and Engineer recommend City Council's consideration for approval of the award of bid to Hubbard Construction Company.

CITY OF ZEPHYRHILLS AGREEMENT 25-25-07
HUBBARD CONSTRUCTION COMPANY TAXILANE & APRON REHAB
DEVELOPMENT AND CONSTRUCTION

THIS CONSTRUCTION AGREEMENT (“Agreement”) is made and entered into this 8th day of September, 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 **HUBBARD CONSTRUCTION COMPANY**, a corporation organized and authorized to do business in the State of Florida, having its principal office at 1936 Lee Road, Suite 300, Winter Park, FL 32789 (“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 ITB No. 2025-006, Airfield Pavements (Taxilane & Apron) Rehab Development and Construction attached hereto and made apart hereof as “**Exhibit A.**”

2.1.2 MDG, Inc., Approval of Bid Letter dated May 23, 2025, attached hereto and made apart hereof as **Exhibit “B.”**

2.1.3 Contractor’s response to ITB No. 2025-006, attached hereto and made apart hereof as **Exhibit “C.”**

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 labor, supervision, materials, equipment, tools, services, monitoring and expertise described in Article 2, at the contract amount not to exceed **Six Hundred, Forty-Nine, and Nine Hundred, Seventy-Five and 86/100s Dollars (\$649,975.86)** which actual bid amount is shown in Contractor’s bid.

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 accepted the Services.

ARTICLE 5 – SCOPE OF SERVICES

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

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

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

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

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

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

ARTICLE 6 – CITY’S TERMINATION RIGHTS

6.1 The City shall have the right to terminate this Agreement, in its sole discretion at any time, with or without cause, upon 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:

Hubbard Construction Company
1936 Lee Road
Suite 300
Winter Park, FL 32789

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 shall be extended by the number of days equal to the total number of days, if any, that such Party is actually delayed by such Force Majeure Event.

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

ARTICLE 15 – CHANGE ORDERS

15.1 Without invalidating the Agreement, the City may, at any time or from time to time, order additions, deletions, or revisions in the work authorized by an executed, signed Change Order. Change Orders should be submitted on an 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/Vendor shall proceed with the work involved. All such work shall be executed under the applicable conditions of the Contract Documents. If any Change Order causes an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, an equitable adjustment will be made.

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

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

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

ARTICLE 16 – MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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

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

Signed, Sealed and Delivered
In the presence of:

CITY OF ZEPHYRHILLS

Charles E. Proctor
Council President

Attest: _____
Ricardo Quinones, City Clerk

Signed, Sealed and Delivered
In the presence of:

CONTRACTOR:
HUBBARD CONSTRUCTION
COMPANY

Witness

Witness

By: _____
Name: _____
Title: _____

EXHIBIT

A



CITY OF ZEPHYRHILLS
2025-006
AIRFIELD PAVEMENTS REHAB

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 - ZPH-Airfield--BidSet-CSPP-2024-04-07

D - ZPH-Airfield--Bid-SetPlans-2025-04-07

E - ZPH-Airfield--BidSetTechSpec-2024-04-07

F - Appendix-Federal-Contract-Provisions

G - Appendix-FDOT-Contract-Provisions

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 OPENGOV 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 Monday, May 12, 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 Monday, May 12, 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, 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. Scope of Work

The City of Zephyrhills is seeking a qualified contractor, certified in the State of Florida to rehabilitate the pavement of the Zephyrhills Municipal Airport's

- Taxiway E - Rehabilitation of approximately 34,680 SF and repair of approximately 30 LF of cracking payment
- Taxiway B - Rehabilitation of approximately 72,825 SF pavement north of Taxiway B and between existing hangars; 6,000 SF of sodding between existing hangars.
- Taxiway B - Rehabilitation of approximately 23,275 SF pavement south of Taxiway B in front of Administration building.

The pavement in these areas are greater than 20 years old. Please download this solicitation package and associated documentation to review all the requirements in this project.

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.

ZPH-AIRFIELD PAVEMENTS REHABILITATION

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Spec #
1	Contractor Quality Control Program (CQCP)	1	LS			C-100-1
2	Temporary Pollution, Erosion and Siltation Control	1	LS			C-102-1
3	Mobilization	1	LS			C-105-1
4	Base Removal (0.25" to 1")	5,350	SY			P-101-1
5	Nominal Asphalt Milling (1" to 2")	14,200	SY			P-101-2

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Spec #
6	Crack Repair	260	LF			P-101-3
7	Safety, Security and Maintenance of Airfield Operations	1	LS			P-102-1
8	Survey, Stakeout and As-Built Survey	1	LS			P-103-1
9	Regrade/Compact Existing Lime Rock Base Course	5,350	SY			P-211-1
10	Asphalt Mix Pavement	1,720	TON			P-403-1
11	Emulsified Asphalt Tack Coat	1,020	GAL			P-603-1
12	Temporary Markings (30% Application Rate, Non-Reflective White or Yellow)	500	SF			P-620-1
13	Final Reflective Markings (100% Application Rate, Reflective White or Yellow, Type III Beads)	500	SF			P-620-2
14	Black Non-Reflective Marking Outlines	1,110	SF			P-620-3
15	Sodding	630	SY			T-904
TOTAL						

CONTINGENCY

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

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 download the below documents, complete, and upload.

- [Drug_Free.pdf](#)

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. E-VERIFY FORM

Please download the below documents, complete, and upload.

- [E-Verify.pdf](#)

8.8. 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

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

8.10. REFERENCES – Projects of SIMILAR Scope *

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

*Response required

8.11. REFERENCES – Current ACTIVE Projects*

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

*Response required

8.12. 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

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

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

*Response required

8.14. Business Licenses and Certifications

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

8.15. 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

8.16. 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

8.17. 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

8.18. 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

8.19. 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

8.20. 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

8.21. DBE FORMS

Please download the below documents, complete, and upload.

- [FAA-DISADVANTAGE BUSINESS E...](#)
- [FAA-DBE.pdf](#)

8.22. 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

8.23. BYRD ANTI-LOBBYING CERTIFICATION*

Please download the below documents, complete, and upload.

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

*Response required

8.24. 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

8.25. SMALL & MINORITY BUSINESS AFFIDAVIT*

Please download the below documents, complete, and upload.

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

*Response required

8.26. 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

8.27. 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

8.28. BUY AMERICAN FORM

Please download the below documents, complete, and upload.

- [FAA-BUY_AMERICAN_-_STEEL_AN...](#)

8.29. 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

8.30. 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

8.31. EQUAL OPPORTUNITY REPORT STATEMENT FORM

Please download the below documents, complete, and upload.

- [FAA-EEO.pdf](#)

8.32. 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

8.33. 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

8.34. 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

8.35. 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

8.36. 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

8.37. 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

8.38. 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

8.39. 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

8.40. 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

8.41. FAA PROJECT FORMS (9 FORMS)

Please download the below documents, complete, and upload.

- [FAA PROJECT FORMS - 9.pdf](#)

8.42. 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

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

*Response required

8.44. Authorized Signatory*

*Response required

8.45. Name and Title of Authorized Signatory*

Enter the Name and Title of the Authorized Signatory

*Response required

8.46. 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

May 23, 2025

Ms. Karen Miller
Purchasing Agent
City of Zephyrhills
5335 8th Street
Zephyrhills, FL, 33542
PH: 813-780-0000 Ext. 3536

Subject: Approval of Bid for ZPH Airfield Pavements Rehabilitation

Dear Karen,

Following our recent review of the bids submitted for the ZPH Airfield Pavement Rehabilitation project, I am pleased to inform you that MDG has completed the evaluation of the three bids received from the contractors listed below:

Hubbard Construction Company	\$649,975.86
C.W. Roberts Contracting, Inc.	\$764,710.92
Ajax Paving Industries of Florida, LLC	\$818,120.00

After careful analysis of the submitted bids, MDG has determined that Hubbard Construction Company submitted the most competitive and comprehensive proposal. Their bid demonstrates a clear understanding of the project requirements, and a competitive pricing structure.

Therefore, MDG recommends City of Zephyrhills to approve the bid from Hubbard Construction Company for the ZPH Airfield Pavement Rehabilitation project. We are confident that their experience and expertise will result in a successful and efficient completion of the project.

We appreciate your cooperation and look forward to the successful collaboration between our teams.

Sincerely,



Ziba Mohammadi, PE
Principal

Attachment: Bid Tabulation

ZPH-Airfield Pavements Rehabilitation

				Engineer's Estimate		Hubbard Construction Company		Ajax Paving Industries of Florida, LLC		C.W. Roberts Contracting, Inc.		Percent Engineer's	Average Bid	Percent Bids	Average Bid
Item	Description	Quantity	Unit	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Difference	Prices	Difference	Unit Prices
1	Contractor Quality Control Program (CQCP)	1	LS	\$15,000.00	\$15,000.00	\$5,000.00	\$5,000.00	\$5,800.00	\$5,800.00	\$38,232.24	\$38,232.24	-67%	\$16,344.08	-69%	\$16,344.08
2	Temporary Pollution, Erosion and Siltation Control	1	LS	\$10,000.00	\$10,000.00	\$8,531.27	\$8,531.27	\$1,900.00	\$1,900.00	\$2,487.12	\$2,487.12	-15%	\$4,306.13	98%	\$4,306.13
3	Mobilization	1	LS	\$70,000.00	\$70,000.00	\$14,675.64	\$14,675.64	\$99,000.00	\$99,000.00	\$60,180.68	\$60,180.68	-79%	\$57,952.11	-75%	\$57,952.11
4	Base Removal (0.25" to 1")	5350	SY	\$3.00	\$16,050.00	\$1.98	\$10,593.00	\$1.50	\$8,025.00	\$2.79	\$14,926.50	-34%	\$11,181.50	-5%	\$2.09
5	Nominal Asphalt Milling (1" to 2")	14200	SY	\$3.00	\$42,600.00	\$5.95	\$84,490.00	\$5.50	\$78,100.00	\$4.15	\$58,930.00	98%	\$73,840.00	14%	\$5.20
6	Crack Repair	260	LF	\$90.00	\$23,400.00	\$28.54	\$7,420.40	\$13.50	\$3,510.00	\$13.29	\$3,455.40	-68%	\$4,795.27	55%	\$18.44
7	Safety, Security and Maintenance of Airfield Operations	1	LS	\$20,000.00	\$20,000.00	\$54,227.38	\$54,227.38	\$69,000.00	\$69,000.00	\$108,577.80	\$108,577.80	171%	\$77,268.39	-30%	\$77,268.39
8	Survey, Stakeout and As-Built Survey	1	LS	\$15,000.00	\$15,000.00	\$24,587.87	\$24,587.87	\$32,200.00	\$32,200.00	\$28,051.08	\$28,051.08	64%	\$28,279.65	-13%	\$28,279.65
9	Regrade/Compact Existing Lime Rock Base Course	5350	SY	\$10.00	\$53,500.00	\$1.76	\$9,416.00	\$5.70	\$30,495.00	\$2.72	\$14,552.00	-82%	\$18,154.33	-48%	\$3.39
10	Asphalt Mix Pavement	1720	TON	\$245.00	\$421,400.00	\$214.64	\$369,180.80	\$252.00	\$433,440.00	\$213.29	\$366,858.80	-12%	\$389,826.53	-5%	\$226.64
11	Emulsified Asphalt Tack Coat	1020	GAL	\$10.00	\$10,200.00	\$3.78	\$3,855.60	\$3.50	\$3,570.00	\$3.78	\$3,855.60	-62%	\$3,760.40	3%	\$3.69
12	Temporary Markings (30% Application Rate, Non-Reflective White or Yellow)	500	SF	\$30.00	\$15,000.00	\$42.26	\$21,130.00	\$43.00	\$21,500.00	\$47.46	\$23,730.00	41%	\$22,120.00	-4%	\$44.24
13	Final Reflective Markings (100% Application Rate, Reflective White or Yellow, Type III Beads)	500	SF	\$15.00	\$7,500.00	\$15.63	\$7,815.00	\$16.00	\$8,000.00	\$17.56	\$8,780.00	4%	\$8,198.33	-5%	\$16.40
14	Black Non-Reflective Marking Outlines	1110	SF	\$15.00	\$16,650.00	\$14.76	\$16,383.60	\$15.00	\$16,650.00	\$16.58	\$18,403.80	-2%	\$17,145.80	-4%	\$15.45
15	Sodding	630	SY	\$15.00	\$9,450.00	\$20.11	\$12,669.30	\$11.00	\$6,930.00	\$21.73	\$13,689.90	34%	\$11,096.40	14%	\$17.61
	Total				\$745,750.00		\$649,975.86		\$818,120.00		\$764,710.92	-12.80%	\$744,268.93	-12.70%	



AIRFIELD PAVEMENTS REHAB

Bid Purchasing
 Project ID: 2025-006
 Release Date: Sunday, April 20, 2025 • Due Date: Monday, May 19, 2025 10:00am
 Posted Sunday, April 20, 2025 3:00am

Bid Unsealed Monday, May 19, 2025 10:00am by OpenGov Bot
 Pricing Unsealed Monday, May 19, 2025 10:00am by OpenGov Bot
 All dates & times in Eastern Time



Edit
 Preview

< Back to Responses

Hubbard Construction Company Response

Pricing unsealed at May 19, 2025 10:00 AM

CONTACT INFORMATION

Company	Hubbard Construction Company
Email	asphalt.estimate@hubbard.com
Contact	John McBrayer
Address	1936 Lee Road Suite 300 Winter Park, FL 32789
Phone	(407) 645-5500
Website	www.hubbard.com
Submission Date	May 16, 2025 11:34 AM (Eastern Time)

ADDENDA CONFIRMATION

- Addendum #1
 Confirmed May 8, 2025 9:34 AM by John McBrayer
- Addendum #2
 Confirmed May 8, 2025 9:34 AM by John McBrayer
- Addendum #3
 Confirmed May 8, 2025 9:34 AM by John McBrayer

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
 25-05012-Zephyrhills_(2025-006)_Bid_Bond-20250516-0928.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
 25-05012-Zephyrhills_(2025-006)_Public_Entity_Crime-20250516-0928.pdf

4. NON-COLLUSIVE AFFIDAVIT*
☒ Pass
☐ Fail

Please download the below documents, complete, and upload.
 Non_Collusive.pdf
 25-05012-Zephyrhills_(2025-006)_Non_Collusive_Aff-20250516-0928.pdf

5. DRUG FREE WORKPLACE

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.

Please download the below documents, complete, and upload.

Drug_Free.pdf

25-05012-Zephyrhills (2025-006) Drug_Free_Workplace-20250516-0928.pdf

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. E-VERIFY FORM

Pass

Fail

Please download the below documents, complete, and upload.

E-Verify.pdf

25-05012-Zephyrhills (2025-006) E-Verify-20250516-0928.pdf

8. 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

9. 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

10. REFERENCES – Projects of SIMILAR Scope *

Pass

Fail

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

Similar_Work.xlsx

11. REFERENCES – Current ACTIVE Projects*

Pass

Fail

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

Project_References-20250516-1112.pdf

12. 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

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

Pass

Fail

Please download the below documents, complete, and upload.

Federal_Debarment_Certification_Form.pdf

25-05012-Zephyrhills (2025-006) Federal_Disbarment-20250516-0928.pdf

14. Business Licenses and Certifications

Pass

Fail

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

License_&_FDOT_Cert-20250516-1030.pdf

15. 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

Page 92 of 572

☒ Confirmed

16. 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

17. 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

18. COPYRIGHT RESTRICTIONS*

☒ Pass ☐ Fail

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

☒ Confirmed

19. 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

20. 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

21. DBE FORMS

☒ Pass ☐ Fail

Please download the below documents, complete, and upload.

 [FAA-DISADVANTAGE BUSINESS ENTERPRISE ASSURANCE FORM.pdf](#)

 [FAA-DBE.pdf](#)

 [25-05012-Zephyrhills_\(2025-006\)_FAA_Disadvantage_Bus_Enterp-20250516-0928.pdf](#)

 [25-05012-Zephyrhills_\(2025-006\)_DBE-20250516-0928.pdf](#)

22. 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

23. BYRD ANTI-LOBBYING CERTIFICATION*

☒ Pass ☐ Fail

Please download the below documents, complete, and upload.

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

 [25-05012-Zephyrhills_\(2025-006\)_Byrd_Anti-Lobby-20250516-0928.pdf](#)

24. 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

25. SMALL & MINORITY BUSINESS AFFIDAVIT*

☒ Pass ☐ Fail

Please download the below documents, complete, and upload.

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

 [25-05012-Zephyrhills_\(2025-006\)_SBE_Affidavit-20250516-0928.pdf](#)

26. 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

27. 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

28. BUY AMERICAN FORM

☒ Pass ☐ Fail

Please download the below documents, complete, and upload.

 [FAA-BUY AMERICAN - STEEL AND MANUFACTURED PRODUCTS FOR CONSTRUCT \(2\).pdf](#)

 [25-05012-Zephyrhills_\(2025-006\)_Buy_American-20250516-0928.pdf](#)

29. 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

30. 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

31. EQUAL OPPORTUNITY REPORT STATEMENT FORM

☒ Pass ☐ Fail

Please download the below documents, complete, and upload.

 [FAA-EEO.pdf](#)

 [25-05012-Zephyrhills_\(2025-006\)_EEO-20250516-0928.pdf](#)

32. 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

33. 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

34. 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

35. 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

36. 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

37. 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

38. 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

39. 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

40. 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

41. FAA PROJECT FORMS (9 FORMS)

☒ Pass ☐ Fail

Please download the below documents, complete, and upload.

 [FAA PROJECT FORMS - 9.pdf](#)

 [25-05012-Zephyrhills_\(2025-006\)_FAA_Project_Forms-20250516-0928.pdf](#)

42. 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

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

☒ Pass ☐ Fail

John McBrayer-Chief Estimator asphalt@hubbard.com 407-645-5500

44. Authorized Signatory*

☒ Pass ☐ Fail

P. Frederick O'Dea, Jr.

45. Name and Title of Authorized Signatory*

☒ Pass ☐ Fail

P. Frederick O'Dea, Jr. - VP/SEC

46. 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

P. Frederick O'Dea, Jr. - VP/SEC/TRES

PRICE TABLES

ZPH-Airfield Pavements Rehabilitation

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Spec #	Columns
1	Contractor Quality Control Program (CQCP)	1	LS	\$5,000.00	\$5,000.00	C-100-1	
2	Temporary Pollution, Erosion and Siltation Control	1	LS	\$8,531.27	\$8,531.27	C-102-1	
3	Mobilization	1	LS	\$14,675.64	\$14,675.64	C-105-1	
4	Base Removal (0.25" to 1")	5350	SY	\$1.98	\$10,593.00	P-101-1	
5	Nominal Asphalt Milling (1" to 2")	14200	SY	\$5.95	\$84,490.00	P-101-2	
6	Crack Repair	260	LF	\$28.54	\$7,420.40	P-101-3	
7	Safety, Security and Maintenance of Airfield Operations	1	LS	\$54,227.38	\$54,227.38	P-102-1	
8	Survey, Stakeout and As-Built Survey	1	LS	\$24,587.87	\$24,587.87	P-103-1	
9	Regrade/Compact Existing Lime Rock Base Course	5350	SY	\$1.76	\$9,416.00	P-211-1	
10	Asphalt Mix Pavement	1720	TON	\$214.64	\$369,180.80	P-403-1	
11	Emulsified Asphalt Tack Coat	1020	GAL	\$3.78	\$3,855.60	P-603-1	
12	Temporary Markings (30% Application Rate, Non-Reflective White or Yellow)	500	SF	\$42.26	\$21,130.00	P-620-1	
13	Final Reflective Markings (100% Application Rate, Reflective White or Yellow, Type III Beads)	500	SF	\$15.63	\$7,815.00	P-620-2	
14	Black Non-Reflective Marking Outlines	1110	SF	\$14.76	\$16,383.60	P-620-3	
15	Sodding	630	SY	\$20.11	\$12,669.30	T-904	
Total					\$649,975.86		

Contingency

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Columns
1	10% Contingency	1	LS	\$64,997.58	\$64,997.58	
Total					\$64,997.58	

May 23, 2025

Ms. Karen Miller
Purchasing Agent
City of Zephyrhills
5335 8th Street
Zephyrhills, FL, 33542
PH: 813-780-0000 Ext. 3536

Subject: Approval of Bid for ZPH Airfield Pavements Rehabilitation

Dear Karen,

Following our recent review of the bids submitted for the ZPH Airfield Pavement Rehabilitation project, I am pleased to inform you that MDG has completed the evaluation of the three bids received from the contractors listed below:

Hubbard Construction Company	\$649,975.86
C.W. Roberts Contracting, Inc.	\$764,710.92
Ajax Paving Industries of Florida, LLC	\$818,120.00

After careful analysis of the submitted bids, MDG has determined that Hubbard Construction Company submitted the most competitive and comprehensive proposal. Their bid demonstrates a clear understanding of the project requirements, and a competitive pricing structure.

Therefore, MDG recommends City of Zephyrhills to approve the bid from Hubbard Construction Company for the ZPH Airfield Pavement Rehabilitation project. We are confident that their experience and expertise will result in a successful and efficient completion of the project.

We appreciate your cooperation and look forward to the successful collaboration between our teams.

Sincerely,



Ziba Mohammadi, PE
Principal

Attachment: Bid Tabulation

ZPH-Airfield Pavements Rehabilitation

				Engineer's Estimate		Hubbard Construction Company		Ajax Paving Industries of Florida, LLC		C.W. Roberts Contracting, Inc.		Percent Engineer's	Average Bid	Percent Bids	Average Bid
Item	Description	Quantity	Unit	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Difference	Prices	Difference	Unit Prices
1	Contractor Quality Control Program (CQCP)	1	LS	\$15,000.00	\$15,000.00	\$5,000.00	\$5,000.00	\$5,800.00	\$5,800.00	\$38,232.24	\$38,232.24	-67%	\$16,344.08	-69%	\$16,344.08
2	Temporary Pollution, Erosion and Siltation Control	1	LS	\$10,000.00	\$10,000.00	\$8,531.27	\$8,531.27	\$1,900.00	\$1,900.00	\$2,487.12	\$2,487.12	-15%	\$4,306.13	98%	\$4,306.13
3	Mobilization	1	LS	\$70,000.00	\$70,000.00	\$14,675.64	\$14,675.64	\$99,000.00	\$99,000.00	\$60,180.68	\$60,180.68	-79%	\$57,952.11	-75%	\$57,952.11
4	Base Removal (0.25" to 1")	5350	SY	\$3.00	\$16,050.00	\$1.98	\$10,593.00	\$1.50	\$8,025.00	\$2.79	\$14,926.50	-34%	\$11,181.50	-5%	\$2.09
5	Nominal Asphalt Milling (1" to 2")	14200	SY	\$3.00	\$42,600.00	\$5.95	\$84,490.00	\$5.50	\$78,100.00	\$4.15	\$58,930.00	98%	\$73,840.00	14%	\$5.20
6	Crack Repair	260	LF	\$90.00	\$23,400.00	\$28.54	\$7,420.40	\$13.50	\$3,510.00	\$13.29	\$3,455.40	-68%	\$4,795.27	55%	\$18.44
7	Safety, Security and Maintenance of Airfield Operations	1	LS	\$20,000.00	\$20,000.00	\$54,227.38	\$54,227.38	\$69,000.00	\$69,000.00	\$108,577.80	\$108,577.80	171%	\$77,268.39	-30%	\$77,268.39
8	Survey, Stakeout and As-Built Survey	1	LS	\$15,000.00	\$15,000.00	\$24,587.87	\$24,587.87	\$32,200.00	\$32,200.00	\$28,051.08	\$28,051.08	64%	\$28,279.65	-13%	\$28,279.65
9	Regrade/Compact Existing Lime Rock Base Course	5350	SY	\$10.00	\$53,500.00	\$1.76	\$9,416.00	\$5.70	\$30,495.00	\$2.72	\$14,552.00	-82%	\$18,154.33	-48%	\$3.39
10	Asphalt Mix Pavement	1720	TON	\$245.00	\$421,400.00	\$214.64	\$369,180.80	\$252.00	\$433,440.00	\$213.29	\$366,858.80	-12%	\$389,826.53	-5%	\$226.64
11	Emulsified Asphalt Tack Coat	1020	GAL	\$10.00	\$10,200.00	\$3.78	\$3,855.60	\$3.50	\$3,570.00	\$3.78	\$3,855.60	-62%	\$3,760.40	3%	\$3.69
12	Temporary Markings (30% Application Rate, Non-Reflective White or Yellow)	500	SF	\$30.00	\$15,000.00	\$42.26	\$21,130.00	\$43.00	\$21,500.00	\$47.46	\$23,730.00	41%	\$22,120.00	-4%	\$44.24
13	Final Reflective Markings (100% Application Rate, Reflective White or Yellow, Type III Beads)	500	SF	\$15.00	\$7,500.00	\$15.63	\$7,815.00	\$16.00	\$8,000.00	\$17.56	\$8,780.00	4%	\$8,198.33	-5%	\$16.40
14	Black Non-Reflective Marking Outlines	1110	SF	\$15.00	\$16,650.00	\$14.76	\$16,383.60	\$15.00	\$16,650.00	\$16.58	\$18,403.80	-2%	\$17,145.80	-4%	\$15.45
15	Sodding	630	SY	\$15.00	\$9,450.00	\$20.11	\$12,669.30	\$11.00	\$6,930.00	\$21.73	\$13,689.90	34%	\$11,096.40	14%	\$17.61
Total					\$745,750.00		\$649,975.86		\$818,120.00		\$764,710.92	-12.80%	\$744,268.93	-12.70%	

CONSENT ITEMS 1.5

Amendment 1 to **37-22-13** with Alfred Benesch & Company - 1 of 2 Three-year extensions (11-14-2025 to 11-13-2028)

Issue:

Professional Services Contract extension with Alfred Benesch & Company.

Background:

The City entered into a contract with Alfred Benesch & Company on November 14, 2022, for planning / engineering services. The City has had a good working relationship with the firm, including Tammy Vrana, who has assisted the City in the update to the City's Comprehensive Plan. The firm also assisted the City with a grant obtained to develop the City's transportation mobility plan. Staff is interested in a first amendment to the original contract by exercising the first of two options to renew this Contract for an additional 3 years, extending the term of the contract to November 14, 2028. A copy of the original contract and first amendment are attached along with the company's hourly rates.

Attachment(s):

1. Amendment Contract for Alfred Benesch and Company
2. 37-22-13 Alfred Benesch & Company Professional Services Agreement (1) (1) (1)

Fiscal Impact:

Company rates are included / attached.

Staff Recommendation:

Staff recommendation - Approval

**FIRST AMENDMENT TO THE
PROFESSIONAL SERVICES CONTRACT
CITY WIDE FOR CRA, PLANNING AND PUBLIC WORKS**

THIS FIRST AMENDMENT TO THE AGREEMENT BETWEEN ENGINEER AND SUBCONSULTANT FOR PROFESSIONAL SERVICES ("First Amendment") is dated this 13th day of August, 2025, by and between Alfred Benesch & Company, an Illinois Corporation authorized to do business in the State of Florida, having its principal office at 1000 North Ashley Drive, Suite 400, Tampa, FL 33602 (Consultant) and the City of Zephyrhills, a Florida municipal corporation with a principal office located at 5335 8th Street, Zephyrhills, FL 33542 (City). Collectively, Consultant and City shall be referred to as the "Parties".

WHEREAS, the Parties entered into that certain Agreement Professional Services Contract dated November 14, 2022, for Consultant to furnish City Wide Continuing Services Projects (the "Contract"); and

WHEREAS, the City desires to exercise the first of two options to renew this Contract for an additional term of three (3) years, extending the term of the Contract to November 14, 2028; and

WHEREAS, the Parties agree to replace the original Exhibit B - Hourly Labor Rate Schedule with the attached Exhibit B – Hourly Labor Rate Schedule; and

NOW THEREFORE, all other terms and conditions of the above referenced Contract shall remain in full force and effect, except as specifically modified by this First Amendment.

IN WITNESS WHEREOF, the Parties execute this First Amendment to the Professional Services Contract on the date first set forth above:

The City of Zephyrhills

Alfred Benesch & Company

BY: _____

BY: Elisabeth Schuck

AUTHORIZED REPRESENTATIVE

AUTHORIZED REPRESENTATIVE

PRINT NAME: _____

PRINT NAME: Elisabeth Schuck

TITLE: _____

TITLE: Vice President

DATE: _____, 2025

DATE: August 21, 2025

Exhibit B

CITY OF ZEPHYRHILLS - PROFESSIONAL SERVICES FOR CRA, PLANNING & PUBLIC WORKS



BENESCH HOURLY RATES

Catherine Hartley, AICP, CNU-A	\$207
Demian Miller, AICP	\$270
Logan Shanley	\$70
Bo Galloway, AICP	\$123
Molly Darby	\$108
Rich Wilson, PE, AICP	\$205
Chris Keller, AICP	\$199
Robert Modys, AICP, CNU-A	\$164
Steve Infanti, AICP	\$164
Rob Cursey, AICP	\$295
Ryan Thady, PE, PMP, VMA	\$265
W. T. Bowman, PE, RSP1	\$265



vranaconsulting

VRANA CONSULTING HOURLY RATES

Project Manager	\$130
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SB FRIEDMAN HOURLY RATES

Senior Vice President	\$300
Vice President	\$255
Project Manager	\$245
Associate Project Manager	\$215
Associate	\$180
Research Associate	\$165
Graduate Intern	\$125



**PROFESSIONAL SERVICES CONTRACT
CITY WIDE FOR CRA, PLANNING AND PUBLIC WORKS**

THIS PROFESSIONAL SERVICES CONTRACT – CITY WIDE FOR CRA, PLANNING AND PUBLIC WORKS (the “Contract”), made this 14th day of November 2022, between CITY OF ZEPHYRHILLS a Florida municipal corporation, having its principal office at 5335 8th Street, Zephyrhills, FL 33542 (hereinafter referred to as “CITY” or “Owner”), and ALFRED BENESCH & COMPANY, an Illinois corporation authorized to do business in the State of Florida, having its principal office at 1000 North Ashley Drive, Suite 400, Tampa, Florida 33602 (hereinafter referred to as “Consultant”).

WHEREAS, CITY desires to obtain services as stated in the Request for Qualifications #35-22-05 incorporated herein by reference from Consultant for assigned projects within the City of Zephyrhills, Florida (hereinafter referred to as "Professional Services-City Wide Continuing Service Projects") and issued RFQ# 35-22-05 to find qualified professionals to fulfill the need for these services. Pursuant to Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act (CCNA), the total construction cost of each individual project shall not exceed \$2,000,000.00; and the cost for studies shall not exceed \$200,000.00. Although the primary professional service sought by the contract is for engineering services, this Contract may cover other professional services if Consultant possesses the professional licensing and registration to legally perform these services. Further, Consultant may hire others who are properly licensed to perform professional services; and

WHEREAS, the Term of Contract is three (3) years after CITY approves the Contract, and CITY may, at its option, at a regular or special City Council meeting; renew this Contract at the end of the Term for an additional renewal term of two (2) three (3) year terms for a maximum term of nine years; and

WHEREAS, CITY retains Consultant, to perform the services described herein, and other required professional services on an "as needed" basis, as designated, authorized, and assigned by CITY, and CITY agrees to compensate Consultant for such services in accordance with this Contract; and

WHEREAS, it is the primary intent of this Contract to ensure that Consultant is available to provide professional services, in accordance with prior, mutually agreed upon conditions, and CITY has complied with all requirements of the Consultants Competitive Negotiations Act, in the selection of Consultant and negotiations for this Contract; and

NOW, THEREFORE, CITY and Consultant, for and in consideration of the provisions, mutual promises, covenants and conditions hereinafter set forth or recited, agree as follows:

1. **Recitals.** The recitals in the WHEREAS clauses are incorporated by reference and made a part of this Contract.
2. **Incorporation of Request for Qualification and Response.** Request for Qualifications (RFQ) 35-22-05 is incorporated into this Contract by reference. Consultant's response to the RFQ is attached hereto and incorporated herein as Exhibit A. In the event of any conflict between the relevant documents, any such

conflict shall be resolved by first looking to this Contract, second looking to the Consultants response and third looking to the RFQ.

3. **Scope of Services.**

- (a) Consultant agrees to furnish and perform professional services during design and construction phases of a Continuing Service Project ("Project" or "Task Assignment") in accordance with the terms and conditions set forth herein in accordance with generally accepted professional standards to achieve a total consultant cost to CITY which does not exceed the Project Budget. The scope of services (hereinafter referred to as "Basic Services") to be performed by Consultant under this Contract, to the satisfaction of CITY, shall be identified in Task Assignment. Consultant agrees to furnish and perform Basic Services and construction phase services as may be required in the specific scope of work and enumerated and described in the Task Assignment, in connection with Continuing Service Projects. Consultant further agrees to furnish and perform professional services not included as Basic Services (hereinafter referred to as "Additional Services"), when and if such Additional services are requested and authorized by CITY, in writing. The Hourly Labor Rates for Basic and Additional Services is found in Exhibit B – Hourly Rate Schedule. No Additional Services shall be furnished by Consultant unless specifically requested and authorized by CITY.
- (b) Continuing Service Projects shall be designed in accordance with all applicable Florida Statutes and the current City of Zephyrhills Ordinances in effect at the time this Contract is approved, or the work is performed.

4. **Project Construction Budget.** Consultant shall be provided with an individual Project Construction Budget for each Continuing Services Contract (Task Assignment). By accepting a Task Assignment, Consultant acknowledges that the Project Construction Budget is of the essence of this Contract and Consultant agrees to perform, in accordance with generally accepted professional standards. Notwithstanding the foregoing, Consultant has no control over the cost of labor, materials, equipment, or services furnished by others or over the contractor(s); methods of determining prices, or over competitive bidding or market conditions. Consultant makes no warranty that CITY's actual Total Project or Construction Costs will not vary from the Consultant's opinions.

- (a) Although CITY looks to Consultant for the responsibility of design meeting CITY's Project Construction Budget, CITY may hire a cost consultant to verify costs on specific projects. Consultant shall cooperate with the CITY's cost consultant by providing all necessary information for the preparation and updating of all estimates of construction costs throughout all phases of Continuing Service Projects.
- (b) The Construction Budget shall be defined as the total budget identified for the construction of Continuing Service Projects. The total Project Construction Budget consists of site development, building shell and

interiors, site improvements, and any items of furniture and equipment that are included in construction of Continuing Service Projects.

5. **Time of Completion.** Consultant shall commence Basic Services upon receipt of the Notice to Proceed and a purchase order issued by CITY. Consultant shall include in its proposal a schedule for the successful and timely completion of the project. Project schedule shall include the proposed start date, substantial completion date, and final completion date. The schedule will be agreed upon on a project by project basis. Consultant shall complete work in accordance with the schedule, it being understood that time is of the utmost importance in this Contract. Consultant shall accelerate performance of Basic Services and Additional Services in the manner reasonably directed by CITY, in the event CITY, in its sole discretion, determines that such acceleration is necessary to maintain the Schedule. If acceleration is required because of delays caused solely by Consultant, acceleration shall be at no cost to CITY. If acceleration is required because of delays partially caused by Consultant, the CITY will not compensate Consultant for the delay caused by Consultant; however, the cost associated with that portion of any such delay not caused by Consultant shall be compensated as an Additional Service.
6. **Fees.** CITY agrees to pay to Consultant for Basic Services, based upon Exhibit B – Hourly Rate Schedule, Consultant will give CITY a detailed written proposal for the work, and shall identify the number of hours of work by category of workers performing the service. The categories must accurately reflect the type of service to be performed, not merely the job description of the employee performing the service. No additional fee or compensation shall be payable to Consultant under this Contract for said services if the actual cost of construction or work to be designed by Consultant exceeds the proposal or budget.
 - (a) Initiation of services shall be upon receipt of the Notice to Proceed and a purchase order basis, referencing a written proposal for services related to this Contract.
 - (b) Invoices received by the CITY on or before the 20th of any month will be submitted for check release on or before the 25th of the following month.
 - (c) The responsibility of Consultant for performing its obligation under this Contract and under the construction contract(s) is not relieved or affected in any respect by the presence of or inspection by employees or agents of CITY. Consultant agrees that the responsibility assumed by it for approving and certifying work for payment is not shared by an employee of CITY.
 - (d) Consultant's fee for Additional Services will be computed in accordance with hourly rates as described in Exhibit B – Hourly Rate Schedule. If any additional services are rendered or furnished by professional consultants engaged by Consultant, and such additional services consist

of normal services for which Consultant would be entitled to an additional fee if it had furnished the services, then CITY shall reimburse Consultant for such actual reasonable amounts paid by Consultant to such consultants for such additional services, and Consultant shall not be entitled to any additional fee or compensation.

- (e) Additional services which require no work on the part of Consultant, other than administering the work of a consultant, that is, securing the services, approving the work, and invoicing on behalf of the consultant, the Consultant may request five percent (5%) markup on the consultant's fee to cover its administrative costs.
 - (f) Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Contract, and that Consultant has not paid or agreed to pay any person, company, corporation, individual, or firm other than bona fide employees working solely for Consultant, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Contract. For the breach or violation of this provision, CITY shall have the right to terminate this Contract without liability and, at its discretion, deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or other consideration.
 - (g) The fee structure and hourly rates may be revised only by written Task Assignment, agreed to by both parties to this agreement.
7. **Ownership of Documents.** Consultant shall make available to CITY all reproducible copies of plans, drawings, specifications, ideas, concepts, designs, sketches, models, artwork, programs, software, reports, or other tangible work product produced, originally developed, or submitted to CITY by Consultant pursuant to this Contract (hereinafter referred to as the "Original Work Product").
- (a) Consultant shall deliver reproduced copies of all Original Work Product to CITY upon completion, unless it is necessary for Consultant, in CITY's sole discretion, to retain possession for a longer period of time. Upon early termination of Consultant's services, Consultant shall deliver all Original Work Product, whether complete or not. CITY shall have the right to use any and all work product at its own risk. Neither Consultant, nor its subconsultants shall be responsible for errors or omissions in documents which are incomplete as the result of an early termination under this Agreement. Consultant shall retain copies for its permanent records; however, the same cannot be used without CITY's prior express written consent. Consultant agrees not to recreate any designs, or any other tangible work product contemplated by or originally developed under this Contract, or portions thereof, which if constructions or otherwise materialized, would be reasonably identifiable with the tangible work product originally developed by Consultant.

- (b) Upon Consultant's receipt of all amounts due and owing under this Agreement, CITY exclusively shall be granted ownership and manufacturing rights to all materials or designs developed under this Agreement. To the extent the Services performed under this Agreement produce or include copyrightable or patentable materials or designs, such materials or designs are work made for hire for CITY as the author, creator, or inventor thereof upon creation, and CITY shall have all rights therein including, without limitation, the right of reproduction, with respect to such work. Consultant shall assign to City, all rights without limitation, including the copyright with respect to such work. The Consultant acknowledges that Owner is the motivating factor for, and for the purpose of copyright or patent, has the right to direct and supervise the preparation of such copyrightable or patentable materials or designs. Notwithstanding the foregoing, such documents are not intended or represented to be suitable for reuse by CITY or others on extensions of the Project or on any other project. Moreover, Consultant's pre-existing materials, including pre-existing details, specifications, software, inventions, copyrights, patents, trade secrets, trademarks and other proprietary rights, including ideas, concepts and knowhow of Consultant, that existed before the commencement of the Services and which are included in the documents generated by Consultant under this Agreement (collectively, the Pre-Existing Materials), shall remain the property of Consultant. Consultant grants to CITY (as an exception to the transfer and assignment provided in this Agreement) a non-exclusive, world-wide, royalty-free right and license to use the Pre-Existing Materials for completion of the Project.

8. **Reuse/Repeated Design.**

- (a) A specific project, as designed by Consultant under this Contract, may be reused or repeated by CITY, at CITY's option or discretion at any time or times at its own risk, and in connection therewith Consultant agrees to make available to CITY all plans, specifications, designs, drawings, notes, and other documents prepared by Consultant under this Contract.
- (b) Future Services. Upon any reuse, it is anticipated that additional Consulting services will be required, which will include, but not be limited to, site adaptation, redesign necessitated by changes in applicable codes or laws, and services required during the construction document, bidding, and construction phases of such project. CITY agrees that it will attempt, in good faith, to negotiate with Consultant (assuming that Consultant remains in existence as the same entity that has entered into this Contract) for a contract to perform such services. There shall be no obligation on either CITY or Consultant to enter such an agreement for future work in the event of a reuse or repeat, and CITY shall be free, in its sole discretion, to enter an agreement for such work with another party.

9. **Insurance.**

- (a) Consultant shall, through the performance of its services pursuant to this Contract, maintain and provide to CITY within 10 days after the date of this Contract a certificate of insurance proving it has the following described insurance coverage's:
1. Professional liability insurance (including coverage for the Schedule of Fees and Services to be performed under this Agreement), for protection from negligent acts, errors, and omissions of Consultant caused by the performance of Consultants services. Consultant must maintain a comprehensive liability policy, including errors and omissions coverage, issued to Consultant as the insured. Said policy shall be issued and underwritten by a licensed insurer, licensed as such in the State of Florida. Said policy shall provide coverage for the acts or omissions of Consultant in a minimum amount of \$2,000,000.00 per claim. Said comprehensive professional liability policy shall be underwritten by an insurer who, in the most current edition of Best's Key Rating Guide, has (1) a rating classification of "A-" or higher and (2) a financial size category rating of Class IV or higher. If Consultant maintains "claims-made" policies, Consultant shall obtain and pay for a reporting endorsement or "tail" coverage that shall extend coverage for a period of four (4) years after the termination of this Agreement or any extension thereof.
 2. Commercial general liability insurance (including broad form contractual coverage), with minimum limits of \$2,000,000.00 per occurrence and \$2,000,000.00 per annual aggregate (per policy year) liability for protection from claims for bodily injury (including death) and property damage to the extent caused by negligent acts or omissions during with the performance of Consultant's services hereunder by Consultant, its sub consultants, and their officers, directors, agents, and employees.
 3. Automobile liability insurance with minimum limits of \$2,000,000.00 per accident bodily injury and property damage.
 4. Workers' compensation insurance as required by applicable Florida law, or employer's liability insurance with respect to any employee not covered by workers' compensation with minimum limits of \$2,000,000.00 per accident.
- (b) All such insurance required in paragraph (a) shall be with companies and on forms reasonably acceptable to CITY, except for the Workers' Compensation and Professional Liability policies, shall include CITY, and its, employees, and assigns as additional insured, except the policies shall provide that the coverage may not be reduced or canceled unless 30 days' prior written notice is furnished to CITY. Certificates of insurance and copies of

all policies shall be furnished to CITY within 10 days of the date of this Contract. In the event of any cancellation or reduction of coverage, Consultant shall obtain substitute coverage as required hereunder, without any lapse of coverage to CITY whatsoever.

- (c) Consultant shall indemnify and hold CITY, its employees, and assigns each harmless for and against any and all claims, demands, suits, judgments, damages to persons or property, injuries, losses, or expenses (including reasonable attorneys' fees) to the extent caused by any negligent act or omission of Consultant, its sub consultants, and their officers, directors, agents, or employees, any failure of Consultant to perform its services hereunder in accordance with generally accepted professional standards, any material breach of Consultant's representations as set forth in this Contract. The provisions of this paragraph shall survive the expiration or termination of this Contract.
- (d) Consultant will provide to CITY, within 10 days after the date of this Contract, a certificate of the insurer addressed to CITY evidencing the existence of such insurance coverage. Consultant will promptly renew, will keep and maintain in full force and effect, and will pay all premiums becoming due on said policy of insurance, and without request or demand Consultant will promptly provide proof thereof to CITY. If any such policy of insurance is a "claims made" policy, and not an "occurrence" policy, Consultant agrees to keep and maintain same in full force and effect for a period expiring not earlier than 12 months after construction of Continuing Service Projects is completed, and each such policy, or renewal or replacement policy, shall provide coverage for the acts and omissions of Consultant for all times subsequent to the date of this Contract.

10. **Representations.** Consultant hereby represents to CITY that:

- (a) It has the experience and skill to perform the services required to be performed by this Contract.
- (b) It shall provide and employ, in connection with the performance of such services, personnel qualified and experienced in their profession; it being understood that CITY may at any time require Consultant to remove, and Consultant shall immediately remove, any person employed in connection with the performance of the services who in the sole opinion of CITY is unfit for the proper performance of his/her duties.
- (c) It shall design to and comply with applicable non-conflicting federal, state, and local laws, and codes, including without limitation, professional registration and licensing requirements (both corporate and individual for all required basic disciplines) in effect during the term of this Contract, and shall, if requested by CITY, provide certification of compliance with all registration and licensing requirements. If any discrepancy or inconsistency should be discovered between the specifications established for the Services

and any law, regulation, ordinance, order or decree applicable to the Services, Consultant will immediately report such discrepancy or inconsistency to CITY and will conform its work to any orders or instructions issued by CITY.

- (d) It shall perform said services in accordance with generally accepted professional standards for the same services under similar circumstances and in the same location in an expeditious and economical manner.
 - (e) It is adequately financed to meet any financial obligations it may be required to incur under this Contract.
 - (f) The designs, plans, drawings, specifications, or other work product of Consultant shall not call for the use of nor infringe any patent, trademark, service mark, copyright, or other proprietary interest claimed or held by any person or business entity absent prior written consent from CITY and such other person.
11. **Documents and Copies.** Consultant agrees to furnish and provide to CITY, for each project, a minimum three (3) copies of all plans, specifications, drawings, project manuals, and other documents (except correspondence) prepared by Consultant under this Contract, at its own expense. The copies shall be furnished as they are prepared and completed by Consultant, and if CITY requires additional copies, Consultant shall promptly furnish the copies to CITY at a reasonable cost for the reproduction.
12. **Expense Records.** Consultant agrees to keep and maintain all of its direct personnel expense records, consultant expense records and other expense records, pertaining to Continuing Service Projects, and its record of accounts between Consultant and CITY pertaining to Continuing Service Projects, on a general recognized and acceptable accounting basis, and the same shall be available to CITY or its authorized representatives at all reasonable times for inspection and copying. The records and documentation shall be retained by Consultant for a minimum of three (3) years from the date of termination of this Agreement or the date the Task Authorization is completed, or such longer period of time as may be required by this Agreement or law, whichever is later. Consultant agrees to keep and maintain accurate time records to within the nearest one tenth of an hour for each time entry, of all work performed by employees of Consultant, and same shall be available to CITY or its authorized representatives at all reasonable times for inspection and copying.
13. **Termination, Suspension, Disputes, or Abandonment.** Either party may terminate this Contract for failure of the other party to substantially perform this Contract. CITY shall have the absolute right and option to suspend or terminate this Contract without cause provided that 30 days written notice is provided to Consultant. Notwithstanding the foregoing, in the event of termination for cause this Agreement will not terminate if Consultant cures its failure within seven (7) days of receipt of the notice of termination. Neither Consultant, nor its subconsultants shall be responsible for errors or omissions in documents which are incomplete as the result of an early termination under this Agreement.

- (a) If Continuing Service Projects are abandoned or suspended by CITY, CITY shall pay Consultant all fees which have become due and payable to Consultant for that portion of the work of Consultant completed prior to such abandonment or suspension, and CITY shall have no further obligation to Consultant for payment to Consultant of the remainder of its fees, unless and until Continuing Service Projects are resumed by CITY. Consultant, at the option of CITY, shall complete the services of Consultant under this Contract upon resumption by CITY of Continuing Service Projects, and Consultant shall in that event be entitled to payment of the remaining unpaid fees which become payable to it under this Contract, same to be payable at the times and in the manner specified in this Contract. In no event will any fee or part thereof become due or payable to Consultant under this Contract unless and until Consultant has attained and completed that stage of work where the same would be due and payable. If Continuing Service Projects are resumed by CITY within 365 days after it was abandoned or suspended, the fees and compensation payable by CITY to Consultant for the work of Consultant hereunder subsequent to such resumption shall be the amounts provided in Exhibit B – Hourly Rate Schedule, not previously paid by CITY to Consultant. If Continuing Services Projects are resumed by CITY subsequent to 365 days after its abandonment or suspension, the unpaid balance of the fees and compensation payable by CITY to Consultant pursuant to the provisions of Exhibit B – Hourly Rate Schedule shall be adjusted upward or downward in direct ratio to any increase or decrease in the cost of living in the United States of America, between the date of such abandonment or suspension of Continuing Service Projects and the date of such resumption thereof, as reflected by the Consumer Price Index for all items prepared and kept by the U.S. Department of Labor.
- (b) In the event of any such suspension or termination without cause, CITY shall pay to Consultant only that portion of the fee and compensation hereunder for the Basic Services of Consultant which has become due and payable to Consultant under the provisions of this Contract, and the remainder of Consultant's fees under this Contract shall be cancelled. Additionally, CITY shall pay other necessary, unavoidable, and reasonable expenses incurred by CONSULTANT as a result of such suspension or termination (such as canceling orders for equipment, material, or services). Unless CITY authorizes Consultant to the contrary, Consultant shall not perform any services and shall not be entitled to receive payment from CITY on account of any such services performed during the period of suspension or after termination. Upon receipt of notice from CITY that the suspension has been canceled, Consultant shall perform its remaining services in accordance with the terms of this Contract and Consultant shall be entitled to time extension equal to the period of suspension.
14. **Assignability.** This Contract is for the personal services of Consultant and may not be assigned by Consultant in any fashion, whether by operation of law, or by conveyance of any type, including without limitation, transfer of stock in Consultant, without the prior written consent of CITY, which consent CITY may withhold in its sole discretion.

15. **Errors and/or Omissions.** Consultant shall be obligated and responsible to CITY for, reasonable damages and additional costs and/or expenses in connection with construction of or delay in construction of Continuing Service Projects or otherwise incurred, sustained, and/or paid by CITY to the extent caused by (1) ~~any and all~~ negligent errors and/or omissions made by Consultant in the preparation of any plans, specifications, drawings and/or other documents pursuant to this Contract and the project's Scope of Services for Consultant, and/or (2) negligent acts or omissions on the part of Consultant in preparing any plans, specifications, drawings, or other documents or in the performance of any other services under this Contract and the project's Scope of Services for Consultant. It is the intent of the parties hereto that Consultant be held to and accountable for a degree of professionalism that is customary in the industry and commercially reasonable and for technical accuracy in the performance of the services of Consultant under this Agreement. CITY will hold Consultant harmless for any loss or claim related to an error or omission caused by the negligence of the CITY.

16. **Subconsultants/Separate Consultants.**

- (a) Any proposed sub consultants shall be submitted to CITY for approval prior to Consultant entering into a subconsultant agreement. Such approval by CITY shall not be unreasonably withheld. CITY shall not be liable to Consultant in any manner whatsoever arising out of the CITY's objection to a proposed subconsultant.
- (b) Consultant shall coordinate the services and work product of any subconsultants and remain fully responsible for the professional quality, technical accuracy and the coordination of all designs, drawings, specifications, and other services furnished by Consultant or its subconsultants, and Consultant shall review and approve any designs, drawings, specifications, shop drawings, submittals, or other services produced or furnished by any subconsultants prior to submittal to CITY. Consultant shall correct or revise services produced pursuant to this Contract which do not meet accepted industry standards and shall provide CITY with such corrected or revised designs, drawings, or specifications incorporating such corrections or revisions at its sole cost and expense.
- (c) Any subconsultant agreement shall reflect the terms of this Contract and require the subconsultant, to the extent of the services to be performed by the subconsultant, to assume toward Consultant all the obligations which Consultant by this Contract assumes toward CITY, it being understood that nothing herein shall in any way relieve Consultant from any of its duties under this Contract.
- (d) Consultant shall cooperate at all times with CITY, and cooperate and coordinate with, and incorporate the work product of, any separate consultant, in any fashion appropriate or necessary to facilitate the design and construction of Continuing Service Projects within the project's budget

and schedule. In the event CITY so elects and upon written mutual consent (which consent shall not be unreasonably withheld), as evidenced by a Task Assignment to this Contract, Consultant shall accept any assignment of any agreement or contract CITY may have with any separate consultant.

17. **Key Employees.** CITY has relied upon and hired Consultant because of the involvement of certain individuals employed by Consultant identified in Exhibit A, and Consultant agrees that the persons (Key Employees) listed in Exhibit A shall be assigned to Continuing Service Projects. Consultant shall not remove any Key Employee from Continuing Service Projects absent prior written consent of CITY for any reason other than termination of employment.
18. **Governing Law.** This Contract shall be construed in accordance with, and be governed by, the laws of the State of Florida, and any dispute, difference, claim or counterclaim between CITY and Consultant arising out of or in connection with this Contract which cannot be amicably resolved by the parties shall be submitted to the Circuit Court in and for Pasco County, Florida (or if the Circuit Court does not have jurisdiction over the subject matter, then to the court sitting in Pasco County which has subject matter jurisdiction) for trial and determination by the court sitting without jury. The parties agree and are encouraged to submit such disputes to non-binding mediation by a mediator who is certified in Florida in an effort to resolve issues in an expedient manner. The parties consent to the jurisdiction of such court and to the service of process outside the State of Florida pursuant to the requirements of such court, and they expressly waive the right to a jury trial.
19. **Consultant's Competitive Negotiation Act.**
 - (a) If the total fee paid to Consultant exceeds the threshold amount provided in Section 287.017, for CATEGORY FOUR, the following provisions of the Consultant's Competitive Negotiation Act, Section 287.055(5)(a), Florida Statutes, shall apply:
 1. Consultant shall execute and furnish to CITY a "Truth-in-Negotiation Certificate" (Exhibit F, Attachment 5) stating the wage rates and other factual unit costs supporting compensation are accurate, complete, and current at the time of executing each Task Assignment.
 2. The original contract amount and any additions thereto shall be adjusted to exclude any significant sums when CITY determines the contract amount was increased due to inaccurate, incomplete, or non-current wage rates and other factual costs.
20. **Entire Agreement.** This Contract, its attachments and the RFQ documents incorporated by reference represents the entire and integrated agreement between CITY and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may be amended only by written instrument signed by both CITY and Consultant.

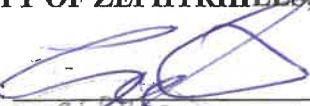
21. **Evaluation.** Consultant will be evaluated by CITY during the Contract period, at intervals established by CITY, and at the end of the construction of Continuing Service Projects. The results of each evaluation will be considered as tools for the measurement of Consultant's past performance and may be included in the review process for future solicitations for consultant services. A copy of the evaluation(s) will be provided to Consultant upon request.
22. **PUBLIC RECORDS. 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.**

[The remainder of this page is intentionally left blank.]

IN WITNESS THEREOF, the above parties have executed this instrument, the name of each party being affixed and these present duly signed by its undersigned representative, pursuant to authority of its governing body.

OWNER

CITY OF ZEPHYRHILLS, FLORIDA

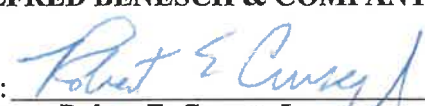
By: 
Lance A. Smith
City Council President

ATTEST:

By: 
Lori L. Hillman, City Clerk

CONSULTANT

ALFRED BENESCH & COMPANY

By: 
Name: Robert E. Cursey, Jr.
Its: Multimodal Group Manager, Principal Associate
(authorized signatory)

ATTEST:

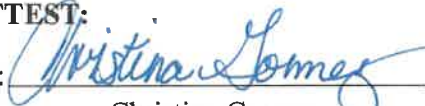
By: 
Christina Gomez
Print Name:
Title: Division Administrative Assistant

Exhibit A

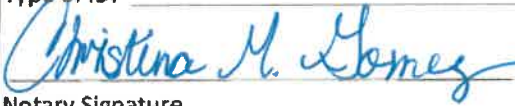
SUBMIT RESPONSE TO: CITY OF ZEPHYRHILLS VIA: BIDNETDIRECT.COM CUST NUMBER: 800-835-4603 BETWEEN 8 A.M-8 P.M.				REQUEST FOR QUALIFICATIONS Response Acknowledgement	
PURCHASING AGENT: Karen Miller Phone: 813-780-0000 x3536 Email: kmiller@ci.zephyrhills.fl.us		AN EQUAL OPPORTUNITY EMPLOYER FLORIDA TAX EXEMPT #85-8012740166C-4 FEDERAL IDENTIFICATION NUMBER #59-6000455			
PROPOSAL DOCUMENTS MAY BE OBTAINED AT: BIDNETDIRECT.COM 5335 8th Street, Zephyrhills, Florida 33542 at the Purchase Department					
PROPOSAL NUMBER	DISTRIBUTION DATE	PROPOSAL TITLE		PROPOSAL RESPONSES OPENING DATE/TIME	
35-22-05	7-Sep-22	PROF SERV-CITY WIDE For CRA, Planning & Public Works		SEPT 30 2022 - FRIDAY - BEFORE 11:00 A.M.	
PRE CONFERENCE DATE/TIME/LOCATION ☐ Strongly Recommended ☒ None DATE: NONE SCHEDULED TIME:				RESPONSES RECEIVED AFTER ABOVE DATE AND TIME WILL NOT BE ACCEPTED	
VENDOR MUST COMPLETE THE BELOW AREAS AND RETURN FORM, NOTARIZED. FORM IS REQUIRED.					
RESPONDER'S NAME/ADDRESS: Alfred Benesch & Company 1000 N Ashley Drive, Suite 400 Tampa, FL 33602				If returning as a "NO" state reason:	
TELEPHONE NUMBER: 813-224-8862 EMAIL ADDRESS: bball@benesch.com				FEDERAL EMPLOYER ID NUMBER OR SS NUMBER: 36-2407363	
I certify this Response is made without prior understanding, agreement, or connections with any corporation, firm or person submitting a Response for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to all conditions of this Bid/Proposal and certify that I am authorized to sign this Response for the company. In submitting a Response to the City of Zephyrhills the Responder offers and agrees that if this Response is accepted, the Company will convey, sell, assign or transfer to the City of Zephyrhills all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Zephyrhills. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the Company.					
				AUTHORIZED SIGNATURE	
				William L. Ball, AICP	
				PRINTED NAME/TITLE	
THIS FORM MUST BE NOTARIZED BELOW					
Sworn to and subscribed to me this <u>26th</u> day of <u>September</u> , 2022 Personally known: ☒ Or produced identification: ☐ Type of ID: _____  Florida Notary Signature _____ State _____ My commission expires: <u>3/31/2026</u>				AFFIX NOTARY STAMP BELOW  CHRISTINA M. GOMEZ Notary Public State of Florida Comm# HH247864 Expires 3/31/2026	
BONDS					
THE CITY OF ZEPHYRHILLS RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS, TO WAIVE INFORMALITIES, AND TO ACCEPT ALL OR ANY PART OF ANY RESPONSE/PROPOSAL AS MAY BE DEEMED TO BE IN THE BEST INTEREST OF THE CITY UNLESS OTHERWISE NOTED, PAYMENT OF GOODS OR SERVICES PROVIDED AS A RESULT OF THIS SOLICITATION WILL BE MADE PER FLORIDA STATUTE. ALL VENDORS MUST SUBMIT A COMPLETED W-9 FORM.					

Exhibit A

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FOR 35-22-05

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**City of Zephyrhills
RFQ Response Form**

PROJECT IDENTIFICATION NUMBER: 35-22-05

PROJECT NAME: Professional Services-CRA, Planning and Public Works

RFQ DEADLINE: September 30, 2022 before 11:00 am

The undersigned, hereby declares that no person or other persons other than the undersigned are interested in this RFQ, as Principal, and this response to request for qualification is made without collusion with others; and that we have carefully read and examined the specifications, and with full knowledge of all conditions under which the services herein is contemplated must be furnished, hereby proposed and agree to furnish this service according to the requirements set out in the specifications for said purchase and service.

Federal Employer Identification Number: 36-2407363

Required Documents:

- | | |
|---|---|
| ☐ Cover Page, Pg 1 | ☐ RFQ Response Form, Pg 3 |
| ☐ Applicant Firm Sheet, Pg 27 | ☐ RFQ Table of Contents, Pg 28 |
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| ☐ E-Verify, Pg 37 | ☐ RFQ Acceptance, Pg 40 |
| ☐ References-Pg 30 | ☐ Business Tax Receipt and Licenses, etc |
| ☐ Non Collusive, Pg 36 | ☐ Drug Free Workplace, Pg 31 |
| ☐ Resumes & Organization Chart, Pg 23 | |

FIRM NAME: Alfred Benesch & Company

SUBMITTER'S NAME/TITLE: William L. Ball, AIC P

ADDRESS: 1000 N Ashley Drive, Suite 400, Tampa, FL 33602

TELEPHONE NUMBER 813-224-8862 **FAX** 866-410-8678

EMAIL ADDRESS bball@benesch.com

Firm Representative Signature:

William L. Ball

Date September 30, 2022



Exhibit A

4.3: RFQ RESPONSE FORMS

PROFESSIONAL SERVICES-CITY WIDE for CRA, PLANNING AND PUBLIC WORKS – 35-22-05

APPLICANT FIRM

Project Title: PROFESSIONAL SERVICES-CITY WIDE for CRA, PLANNING AND PUBLIC WORKS

APPLICANT FIRM NAME: Alfred Benesch & Company

ADDRESS: 1000 North Ashley Drive, Suite 400

Tampa, FL 33602

TELEPHONE NUMBER: 813-224-8862

FAX NUMBER: 312-819-8299

CONTACT PERSON/TITLE: Catherine Hartley, AICP, CNU-A

EMAIL ADDRESS: chartley@benesch.com

ALT CONTACT PERSON/TITLE: Demian Miller, AICP

EMAIL ADDRESS: dmiller@benesch.com

FEDERAL TAX ID NUMBER: 36-2407363

Type Ownership: C Corporation

Submittal for ☒ Parent Company

☐ Branch or Subsidiary

Parent Company, if any:

Former Parent Company/Companies:

Tindale Oliver & Associates

Name/Title/Phone Number of two Principals in the firm:

William L. Ball, AICP, Senior Vice President & Florida Division Manager, 813-825-1105

Ryan Thady, PE, PMP, VMA, Major Projects Lead, 312-890-3677

Present Offices: City/State/Number of personnel for each:

Tampa, Florida - 46 employees

Benesch has 45 additional offices with 850+ additional employees.

Tampa will be the local office performing the work.

SUBCONSULTANT/CONSTRUCTION FIRM DATA SHEET-35-22-05

SUBCONSULTANT/CONSTRUCTION FIRMS:

Firm Name and Address	Services to be Provided
1. Vrana Consulting 260 Tucker Street Safety Harbor, FL 34695	1. Public Engagement
2. SB Friedman 221 N La Salle Street, #820 Chicago, IL 60601	2. Economic Analysis



8750 W. Bryn Mawr Ave.
Suite 1300
Chicago IL 60631

July 20, 2022

To Whom it May Concern:

This letter is to confirm that Alfred Benesch & Company, is a valid client of Old National Bank.

Bank Name: OLD NATIONAL BANK
Bank Address: 8750 W. Bryn Mawr Ave., Suite 1300
Chicago IL 60631
ABA/Routing #: 086300012
SWIFT CODE: OLNAUS44

Customer Name: Alfred Benesch & Company
Account #: 8100536997

Remit to Address: Alfred Benesch & Company
35 W. Wacker Dr. Suite 3300
Chicago IL 60601

If you have any further questions, please contact me at 773-765-7478.

Thank you,

Sincerely,

A handwritten signature in black ink that reads "Lori Keeney".

Lori Keeney
Commercial Banking Specialist
Lori.keeney@oldnational.com

FINANCIAL RESPONSIBILITY STATEMENT

a. Benesch has not ever failed to complete any work awarded, nor have we been removed from any project awarded.

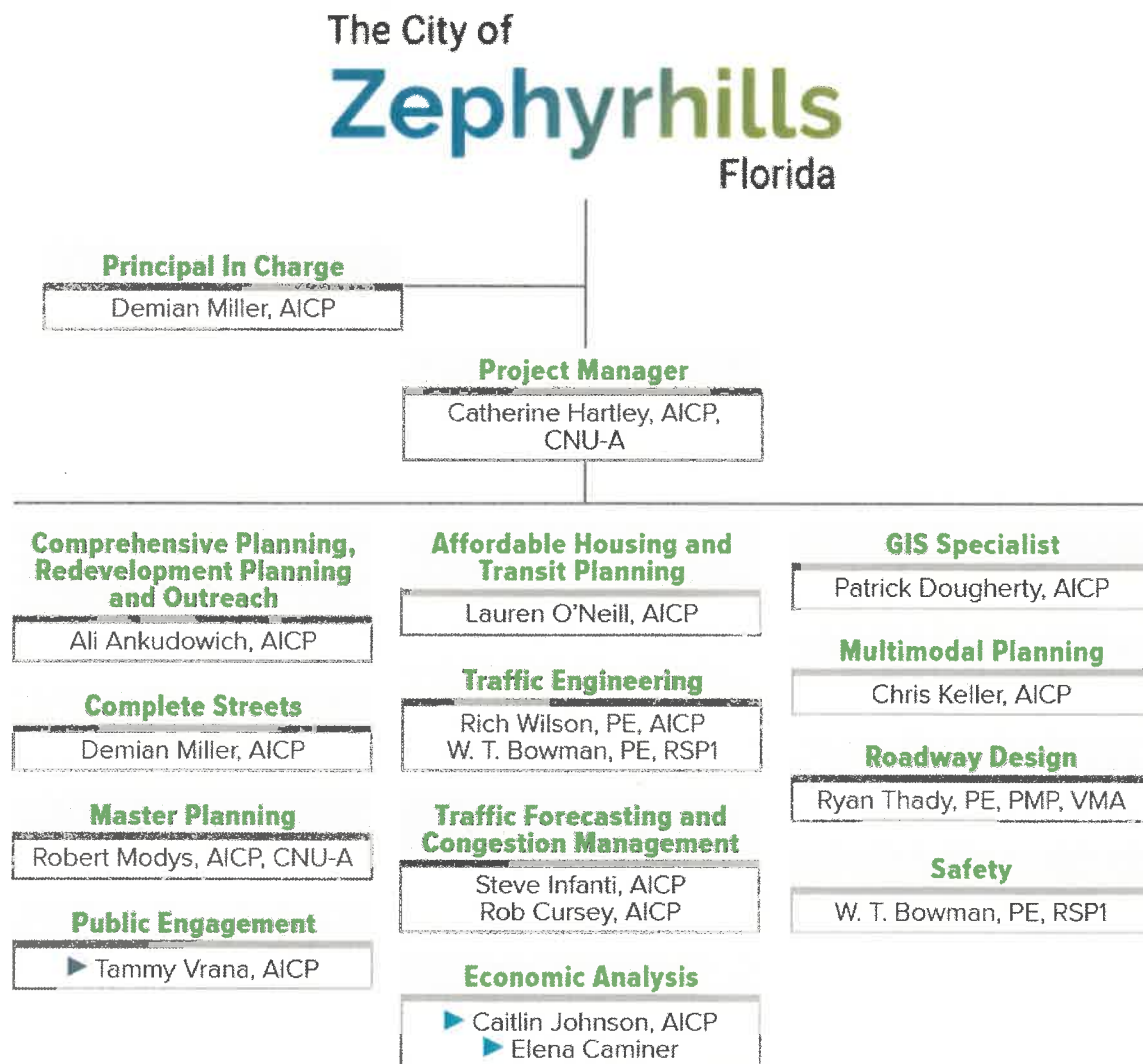
Benesch is a financially secure and stable firm. At the end of each fiscal year we have an auditor perform an independent review of all company financials. This audit is in accordance with standards generally accepted in the United States and requires the auditor to plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement. For our FY22 fiscal year, FGMK, LLC performed the independent audit and offered opinion that states "In our opinion, the financial statements present fairly, in all material respects, the financial position of Alfred Benesch & Company as of May 29, 2022 and May 30, 2021, and the results of its operations and its cash flows for the years then ended in conformity with accounting principles generally accepted in the United States of America". A copy of our audited financials is available upon request. Further attestation to the firm's health is Benesch's compliance with all banking covenants and agreements. A statement from the bank is available upon request.

BONDING INFORMATION

b. Benesch does not currently have a bonding agent or company, as it is not required for our services.

5.1.1: TEAM QUALIFICATIONS & EXPERIENCE

Benesch has assembled a team to assist the City with Categories **2.4 Community Redevelopment Agency (CRA)** and **2.5 Planning and Building**.

**Subconsultant Legend**

- ▶ Vrana Consulting
- ▶ SB Friedman

Exhibit A

4.3.7: RESPONSES TO EVALUATION CRITERIA



Catherine Hartley, AICP, CNU-A

Project Manager

Ms. Hartley is an award-winning planner with an uncommon depth and breadth of experience. She has written numerous comprehensive plan and land development code amendments (both Euclidean and form-based) and conducted the overhaul of two land development codes.

- City of Bradenton and Community Development Director - Future Land Use, Conservation/Coastal Management, and Transportation Comprehensive Plan Policies - Bradenton, FL
- Hillsborough County City - County Planning Commission - Community Planning & Redevelopment - Affordable Housing Density Bonus Update
- Coastal Area Action Plan - City of Tampa, FL

Percentage of time committed to this project: 35%

Education

MS, Planning, Florida
State University

Years of Experience: 18

Registrations and Certifications

AICP #20874

CNU-A

Form Based Code
Institute Certificate



Demian Miller, AICP

Principal In Charge, Complete Streets

Demian has served as a planner, project manager and Principal-in-Charge on a wide range of transportation planning and engineering projects for city and county governments, MPOs, FDOT and FHWA.

- Town Conversion Concept - Collier County, FL
- Citywide Mobility Plan - City of Sarasota, FL
- Fletcher Avenue Complete Street Design - Tampa, FL
- Bayshore Gateway Triangle Community Redevelopment Plan Update - Collier County, FL
- East Naples Community Development Plan - Collier County, FL
- Coastal Area Action Plan - City of Tampa, FL

Percentage of time committed to this project: 20%

Education

MA, Urban & Regional
Planning, University of
Florida

Years of Experience: 22

Registrations and Certifications

AICP #021871



Ali Ankudowich, AICP

Senior Planner - Comprehensive Planning,
Redevelopment Planning and Outreach

Ali is a Senior Planner who specializes in public outreach, policy, case study and interview-based research to determine best practices and actionable, vetted solutions.

- Community Planning & Redevelopment - Affordable Housing Density Bonus Update - Hillsborough County, FL
- Bayshore Gateway Triangle Community Redevelopment Plan Update- Collier County, FL
- Pinellas Park Comprehensive Plan and Land Development Code Update – Pinellas Park, FL
- East Naples Community Development Plan - Collier County, FL

Percentage of time committed to this project: 50%

Education

MA, Urban & Regional
Planning, UCLA

Years of Experience: 6

Registrations and Certifications

AICP #31838

Planetizen Form-Based
Code



Lauren O'Neill, AICP

Affordable Housing and Transit Planner

Lauren specializes in community development policy, affordable housing pro forma, GIS modeling and community research and engagement.

- Coastal Action Plan - City of Tampa, FL
- Comprehensive Plan Update - City of Tarpon Springs, FL
- Affordable Housing Density Bonus Update - Hillsborough County, FL
- Ocala/Marion TPO Commitment to Zero
- North Florida TPO Corridor Studies

Percentage of time committed to this project: 50%

Education

MA, Urban & Regional
Planning, University of
South Florida

Years of Experience: 2

Registrations and Certifications

AICP #34340

Exhibit A

4.3.7: RESPONSES TO EVALUATION CRITERIA



Patrick Dougherty, AICP

Senior Planner, GIS Specialist

Patrick has a background in human geography, geographic information systems, spatial analysis and data management, providing expertise in visualizing and analyzing data.

- **Hallandale Beach Financial Study - Hallandale Beach, FL**
- **Hillsborough County Mobility Fee Indexing - Hillsborough County, FL**
- **Collier County - East Naples Community Development Plan - Collier County, FL**
- **Uptown Urban Village Land Use Amendment and Form Based Code Master Plan - Ft. Lauderdale, FL**

Percentage of time committed to this project: 40%

Education

MA, Urban & Regional Planning, University of South Florida

Years of Experience: 9

Registrations and Certifications

AICP #31949



Rich Wilson, PE, AICP

Traffic Engineering

Mr. Wilson is passionate about enriching communities through his work. He seeks transportation solutions that support economic vitality, preserve the environment and enhance quality of life.

- **Vision Zero Action Plan - City of Orlando, FL**
- **FDOT District 1 - SR 776 Corridor Planning Study - Charlotte County, FL**
- **Tampa Bay Premium Transit Feasibility Study - Tampa, FL**
- **Downtown Mobility and Connectivity Study - City of Naples, FL**
- **Coastal Area Action Plan - City of Tampa, FL**

Percentage of time committed to this project: 30%

Education

MS, Civil Engineering, Georgia Institute of Technology

Years of Experience: 10

Registrations and Certifications

Professional Engineer: FL #84377

AICP: #029190



Chris Keller, AICP

Multimodal Planning

Mr. Keller has experience in a wide range of urban and transportation planning issues, including multimodal transportation planning, complete streets, corridor planning and traffic safety.

- **Vision Zero Corridor Studies - Hillsborough County, FL**
- **Bicycle and Pedestrian Plan Update/Complete Streets Implementation Plan/Vision Zero - Sarasota County, FL**
- **Complete Streets Policy and Implementation Guidance - Hernando and Citrus Counties, FL**
- **Sarasota/Manatee MPO - US 41 Multi-Modal Emphasis Corridor Gap and Safety Analysis - Sarasota and Manatee Counties, FL**

Percentage of time committed to this project: 30%

Education

BA, Geography, University of South Florida

Years of Experience: 14

Registrations and Certifications

AICP #025559



Robert Modys, AICP, CNU-A

Master Planning

Mr. Modys brings refined expertise in the transportation planning process, including public policy, micromobility management, master planning, site planning and public engagement.

- **Sarasota-Manatee MPO - 2045 Long Range Transportation Plan - Sarasota and Manatee Counties, FL**
- **Hillsborough County MPO - Vision Zero Corridor Studies - Hillsborough County, FL**
- **Polk County TPO - Transit Studies - Polk County, FL**
- **Broward County Planning Council - Broward County, FL**
- **Mobility Planning - City of Fort Lauderdale, FL**

Percentage of time committed to this project: 30%

Education

BA, Urban & Regional Planning, Florida Atlantic University

Years of Experience: 7

Registrations and Certifications

AICP #31918

CPTED

GIS Certificate

Exhibit A

4.3.7: RESPONSES TO EVALUATION CRITERIA



Steve Infanti, AICP

Traffic Forecasting and Congestion Management

Steve is a certified planning professional with experience in transportation planning and GIS applications, including travel demand modeling, geodatabase design and geospatial analysis.

- Pasco County MPO - Congestion Management Process (CMP) 2020 Update - Pasco County, FL
- FDOT District 7 - Intermodal Center Studies for University Area and Wesley Chapel - Tampa, FL
- Pasco County MPO - 2045 Long Range Transportation Plan - New Port Richey, FL

Percentage of time committed to this project: 20%

Education

Graduate Certificate,
GIS Applications, Sault
College

Years of Experience: 20

Registrations and

Certifications
AICP #022648



Rob Cursey, AICP

Traffic Forecasting and Congestion Management

Throughout his professional consulting career, Mr. Cursey has managed and provided technical support for transportation planning projects, including all modes of travel.

- FDOT District 7 - Intermodal Center Studies for University Area and Wesley Chapel - Tampa, FL
- Pasco County MPO - Congestion Management Process (CMP) 2020 Update - Pasco County, FL
- FDOT District 4 – City of Sunrise Area-Wide Transportation Needs Assessment – Broward County, FL

Percentage of time committed to this project: 15%

Education

MA, Geography, Georgia
State University

Years of Experience: 32

Registrations and

Certifications
AICP #011328



Ryan Thady, PE, PMP, VMA

Roadway Design

Mr. Thady specializes in major transportation projects and brings extensive experience in various DOT designs and procedures, as well as local agency relationships and expertise.

- Metro Development Group - S.R. 228 and Diamond Timber Trail Intersection Design - City of Jacksonville, FL
- Chicago DOT - West Grand Avenue, Damen Avenue to Ogden Avenue, Design - Chicago, IL
- Chicago DOT - Damen, Elston, Fullerton Intersection, Planning and Design - Chicago, IL

Percentage of time committed to this project: 15%

Education

MPM, Project
Management, DeVry
University

Years of Experience: 25

Registrations and

Certifications
Professional Engineer:
FL #91981
PMP, VMA



W. T. Bowman, PE, RSP1

Safety, Traffic Engineering

W.T. has served on various safety-focused projects. His experience includes review of high crash segments, conducting Road Safety Audits and developing methodologies for safety improvement.

- FDOT District 7 - Safety Studies and Minor Design - Tampa Bay, FL
- FDOT District 4 - Districtwide Safety Studies/Road Safety Audits
- Broward MPO - Commitment 2045 Metropolitan Transportation Plan and Transit Systems Plan - Broward County, FL
- 4th Street Rezone Traffic Study - City of Sarasota, FL
- FDOT District 7 - Bayshore Boulevard Analysis - Tampa, FL

Percentage of time committed to this project: 15%

Education

BS, Industrial and
Systems Engineering,
Virginia Tech

Years of Experience: 19

Registrations and

Certifications
Professional Engineer:
FL #69132
RSP #237

Exhibit A

4.3.7: RESPONSES TO EVALUATION CRITERIA



Tammy Vrana, AICP

Public Engagement



vranaconsulting

Tammy brings extensive local knowledge and history of working with Zephyrhills, which will be invaluable on this contract.

- **General Planning Support - City of Zephyrhills, FL**
- **Five-Year Strategic Plan - City of Zephyrhills, FL**
- **Sustainability and Resiliency Action Plan - Pinellas County, FL**
- **Multi-Use Trail Master Plan - City of Zephyrhills, FL**
- **Pasco 2050 Comprehensive Plan - Pasco County, FL**
- **Pasco County MPO, US 301 Transportation and Land Use Vision and Model Land Development Code - Pasco County, FL**

Percentage of time committed to this project: 25%

Education

BA, Economic Geography, University of Florida

Years of Experience: 35

Registrations and

Certifications
AICP #10477



Caitlin Johnson, AICP

Economic Analysis



Caitlin has a background in community and economic development and urban planning. She specializes in redevelopment strategy, focusing on the interplay between transportation and land use.

- **Zephyrhills Industrial Corridor Master Plan - City of Zephyrhills, FL**
- **Comprehensive Plan Update - Pasco County, FL**
- **City Center Master Plan - Pinellas Park, FL**
- **CRA Policy Revision - Pinellas County, FL**
- **TEILS Update - Pinellas County, FL**
- **Gateway Master Plan - Pinellas County, FL**

Percentage of time committed to this project: 25%

Education

MS, City Design & Social Science, London School of Economics

Years of Experience: 8

Registrations and

Certifications
AICP #30320



Elena Caminer

Economic Analysis



SBFRIEDMAN

Elena specializes in market feasibility, real estate economics and economic development. She brings expertise in the local area from her role supporting the Pasco County Comprehensive Plan Update.

- **Comprehensive Plan - Pasco County, FL**
- **Target Employment and Industrial Land Study - Pinellas County, FL**
- **Sixty90 Deal Review - Pinellas County, FL**
- **Comprehensive Plan Update - Clearwater, FL**
- **Lowcountry Rapid Transit TOD Plan - Charleston Region, SC**
- **Central VA Training Center Redevelopment Plan - Lynchburg, VA**

Percentage of time committed to this project: 25%

Education

BA, Urban Studies, Barnard College at Columbia University

Years of Experience: 5

Registrations and

Certifications
N/A

5.5: WHY SELECT BENESCH?

Benesch is a multi-disciplined engineering and professional services firm. Roads, bridges, schools, parks, communities, land use and multimodal and transit planning are just a few examples of our areas of expertise. We enhance infrastructure and communities across the country – creating spaces and providing connections in ways that make a difference.



As a mid-sized firm, we are nimble enough to remain responsive to client needs, yet large enough to offer exceptional bench strength. As a matter of practice, we look for ways to exercise innovation and resist relying on how things have been done before.

Since 1946, Benesch has successfully completed thousands of planning, design and engineering projects throughout the United States and is currently ranked #100 among the Top 500 Design Firms in the country by Engineering News Record.

We offer the following benefits to the City of Zephyrhills:



Decades of Experience with Pasco County and the City of Zephyrhills: Several of our proposed team members have worked closely with City and County staff on planning projects. Our experience with both agencies spans several decades, giving us an intimate familiarity with your community's needs and challenges. We will be able to incorporate these into community development and redevelopment plans, ensuring that your City has a strong framework to grow within for decades to come.



We Know How to Handle Growth Pressure: We are local to central Florida and we understand how much this area has changed in the last few years alone. We understand that some cities experience difficulty with navigating growth pressure. At Benesch, we have the skills and experience to guide the City of Zephyrhills towards sustainable and equitable growth while still preserving local and cultural integrity.



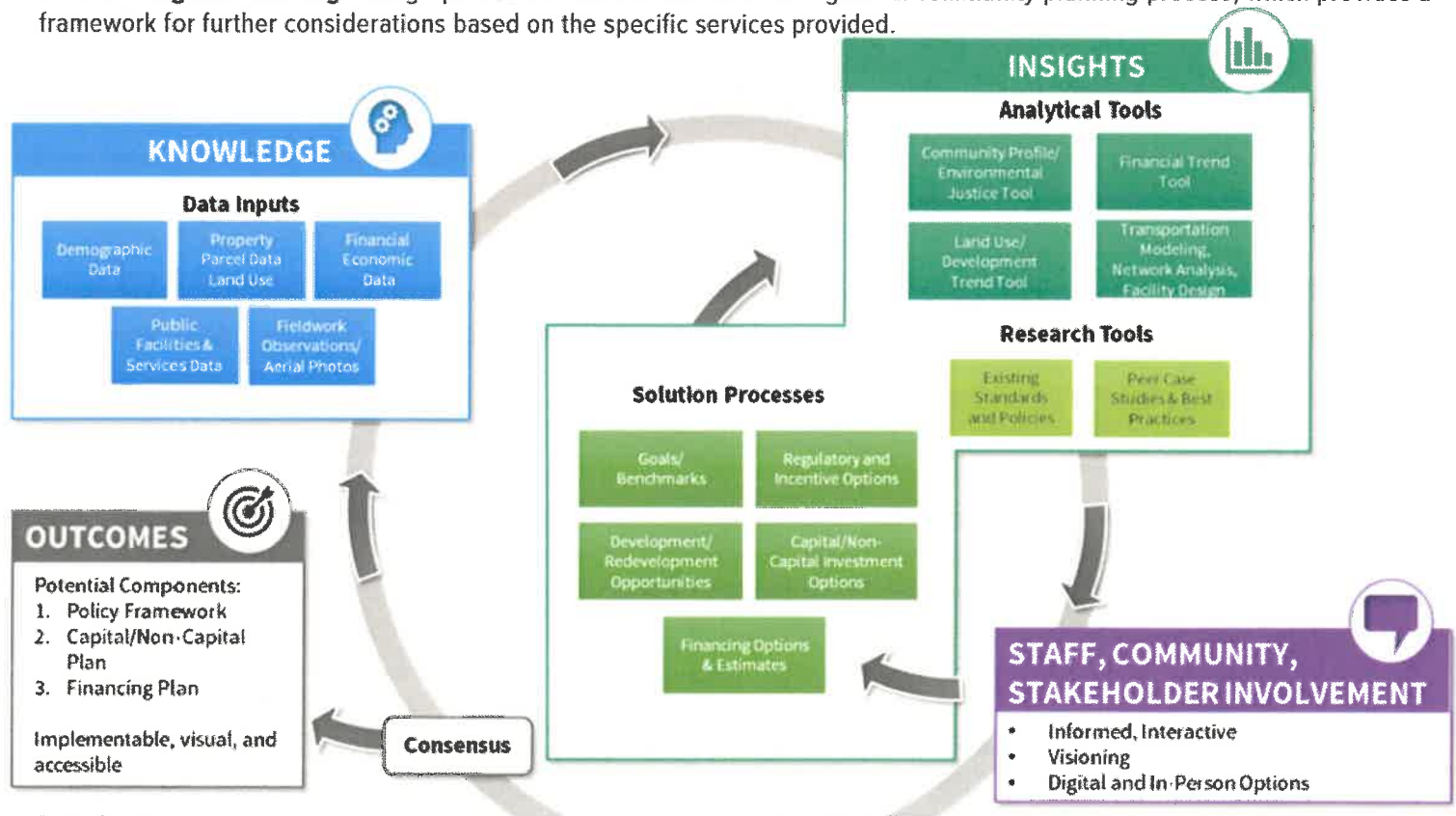
Form-Based Code and Neighborhood Planning Expertise: Our proposed Project Manager, **Catherine Hartley, AICP, CNU-A** served in a previous role as Planning Director for the City of Bradenton. During her tenure, she administered the City's form-based code. Her expertise in this subject matter will be a crucial element to future plans and development.



5.6: PROJECT APPROACH & ABILITY TO FURNISH SERVICES

General Project Approach

The following approach is based on assisting the City with Categories **2.4 Community Redevelopment Agency (CRA)** and **2.5 Planning and Building**. The graphic below summarizes Benesch's general community planning process, which provides a framework for further considerations based on the specific services provided.



Data Inputs

The data we use for projects is comprehensive and has been collected and organized over several decades for many local jurisdictions throughout Florida. Our primary inputs include demographic data on population growth and community and labor characteristics, property parcel data for fine-grained land use and development analysis and financial data to understand a jurisdiction's funding tools and financial landscape.

Analytical & Research Tools

Specialized research tools use our collected data to analyze trends over time, showing historical and projected community growth. We collect standardized data for multiple local jurisdictions to identify and compare similar jurisdictions and establish realistic benchmarks. Data is then categorized by sub-area to show conditions and potential needs for certain areas and populations and account for variability.

Additionally, we review established standards and policies to understand previous and existing goals and the strategies used to achieve them. Further case study research shows

what strategies were implemented by similar jurisdictions and which strategies were effective. We have compiled a list of best practices in key areas, such as local affordable housing funding tools and approaches and impact and mobility fees.

This work is compared to state and federal legislation and program requirements, and changes are monitored as they occur. Examples include legislation such as HB 9 (2019) affecting Community Redevelopment Agencies and HBs 7103 (2019) and 1339 (2020) affecting affordable housing.

Staff, Community & Stakeholder Involvement

Our process directly integrates staff, community and stakeholder involvement, as it is a critical component of the planning process. It raises project awareness and provides opportunities for the community to interact and engage with it, whether in-person or digitally. Preliminary analytical findings are provided as a basis for discussion and informed decision-making. Staff, community members and other stakeholders can respond with concerns, suggestions for improvements or goals and priorities to help refine research and analysis as it is completed by the project team. This is also an opportunity to gather further technical and

political input from staff and stakeholders, especially those who are typically underrepresented in public engagement.



Our process directly integrates input from your community.

Solution Processes

Our analytical processes generate data and research findings, bridging them with the goals and priorities of the staff, community and stakeholders. This helps address major considerations of the project, which include the following:

- A unique community vision with attainable benchmarks
- Demographic and workforce trends in population, income/wages, age and other measures that inform housing, economic development and commuter analysis
- Housing trends, such as home values compared to household income, housing types and household size
- Targeted new development opportunities for different uses based on historic development, vacant land characteristics and desirable locations
- Targeted redevelopment opportunities for different uses based on current regulations, age, value and size of existing developments and locations
- Regulatory and incentive options to guide growth, uses and mix of uses, density and specific urban design needs
- Analysis of location and service levels of public facilities and services, such as transportation infrastructure, schools, parks and fire and emergency medical services facilities to determine funding needs
- Options for non-capital programs and investments
- Development and tax base diversity combined with existing and viable funding tools to support options for effective, fair, sustainable and politically feasible funding

Findings are reported to staff, the community and stakeholders to develop options for moving forward. This ensures that the project is oriented towards community values with an attainable vision that accounts for practical considerations.

Outcomes & Quality Control

This process results in implementable policies, capital and non-capital investment options and funding options that are tailored to the City's needs and communicated in graphic-driven products that are accessible for all users. We merge knowledge and insights for valuable outcomes that have dramatic impacts on the future of our clients.

These outcomes are vetted by internal quality assurance/quality control teams. Benesch requires a **Project Quality Management Plan (PQMP)** for all projects, with the intent of identifying the appropriate quality control processes based on a project's needs and providing documentation that those processes have been executed. The PQMP will be developed after the detailed contract scope of services is executed. On a provisional basis, the PQMP will include a technical review of data and each of the project's three major deliverables by a principal associate. The purpose of this review process is to ensure that deliverables are accurate, complete and meet the purpose of the project.

PQMP 3WH Tracker

Division: Project:

What to Check	Who Will Check	Milestone	How to Check	QC Checker	QC Status	QA Review
Environmental Document Components Done By Subconsultant	PM	100%	Electronic check - document with written comments			
Preliminary Drainage Design	PM	90%	Review with project engineer during development		QC Complete	QA Review Approve
Preliminary E&S Plan	PM	90%	R/Y Check		QC Complete	QA Review Approve
Safety Review Submission	PM	90%	In person review meeting		QC Complete	QA Review Approve

Each PQMP includes the plan to identifying what will be checked on the project, at what milestone it will be checked, and how it will be checked (electronic, red/yellow highlights, calculation checks, etc). The PQMP creator automatically creates a tracking database called the 3WH Tracker (who-what-when-how). (Screenshot, shown left)

Our PQMP process tailors deliverables to your project's needs.

Specific Services Provided

Community Redevelopment Area Services

Benesch: When it comes to Community Redevelopment Area (CRA) Planning, Benesch provides services in urban planning and design, economic development and redevelopment strategies. Our team has experience with formal CRA planning that adheres to the Finding of Necessity and Community Redevelopment Plan requirements in Chapter 163 of the Florida Statutes. The Bayshore/Gateway Triangle Redevelopment Plan in Collier County and the Fort Walton Beach CRA Plan are two examples of our experience with CRA planning. Additionally, team members Ali Ankudowich, AICP and Patrick Dougherty, AICP received CRA Board Certification Training through the Florida Redevelopment Association's Redevelopment Academy in 2019, earning additional knowledge about CRA planning. The Doral

Adaptive Reuse Plan, completed by Benesch team members in 2019, is an example of our approach to the redevelopment of heavy commercial and industrial areas.

SB Friedman: SB Friedman will provide expertise in economic development and redevelopment strategies, market research and market analysis. This work is reflected in the firm's work on the Industrial Corridor Master Plan for the City of Zephyrhills, and others listed in the Project Experience section.

Planning and Building Services

Community Planning: The Benesch Community Planning Team helps develop framework for the social and built environment by bringing together the residents, employees, elected officials and community stakeholders of the places where we work and live. Our community planning experience includes a blend of policy, design, infrastructure, public finance, and public involvement expertise, including:

- Vision development
- Demographic and socioeconomic analysis
- Scenario planning and analysis
- Activity center and corridor studies
- Neighborhood plans and other small-area plans
- Strategic planning
- Development feasibility studies
- Public facilities and services planning, including schools and parks
- Impact Fees
- Affordable Housing Studies

The East Naples Community Development Plan is an example of an area-specific plan that integrates demographic, land use and parcel data considerations to increase desired commercial uses along US 41 in the community.



Sustainability: We integrate sustainability and resiliency efforts into the majority of our planning processes. Sustainability objectives are a key consideration in the

Tarpon Springs Comprehensive Plan Update. Resiliency is also a central part of the Tampa Coastal Area Action Plan, which is currently underway for five different neighborhoods in the City of Tampa.



Sustainability is a core component of our planning work.

Comprehensive Planning: Benesch is intimately familiar with the evolution of Comprehensive Plan requirements in Florida Statutes. Since growth management and planning legislation began in the 1970s, we have followed trends in policy-writing and the increasingly public-facing and user-friendly formats of these plans. Recent examples of our work in this area include Comprehensive Plan updates for the City of Pinellas Park and the City of Tarpon Springs. Proposed Project Manager Catherine Hartley, AICP, CNU-A contributed to Comprehensive Plan amendments during her tenure in public sector planning.

Benesch provided edits to the Collier County Comprehensive Plan and Land Development Code to further promote compact, mixed-use and connected development Smart Growth Town Concept Study for the County's Rural Land Stewardship Area. Proposed Project Manager Catherine Hartley, AICP, CNU-A drafted multiple Comprehensive Plan amendments for various local governments over her career, including two complete updates.

Permitting and Fees: Benesch provides development reviews and procedural amendments, including concurrency provisions and alternatives in conjunction with our Public Finance team. We provided concurrency and transportation development fee options to Martin and Manatee Counties recently, and reviewed in-depth mobility fee practices for Pasco County. The extensive public sector experience of proposed Project Manager Catherine Hartley lends our team the in-depth knowledge of development review, implementation and administrative processes that are necessary for this contract.

Code Review and Regulation Preparation: Benesch provides land development code reviews and amendments, including form-based codes. Recent projects that provided development code edits included the City of Concord Development Ordinance update, the City of Doral Décor District Action Plan and the Hillsborough County City-County Planning Commission Affordable Housing Density Bonus Update. Project Manager Catherine Hartley also administered the City of Bradenton's form-based code in her previous role as Planning Director for the City.

Public Outreach: Benesch has extensive experience in developing and managing public involvement plans for a variety of projects. Meaningful and effective public engagement is essential to the success of any project, and we understand the importance of integrity, approachability and transparency when working with the public. Incorporating specific programs to focus on engaging a diversity of stakeholders, including under-represented and low-income communities, must always be considered.

We are committed to communicating with the public in a format that makes sense and engages stakeholders in providing meaningful input. This includes a variety of approaches, such as:

- Utility bill mailers and flyers
- Email listservs
- Social media
- Promotional videos
- On-site outreach
- Event-based outreach
- Targeted outreach calls
- Project websites
- Focus groups
- Stakeholder interviews
- Interactive workshops and presentations (virtual, in-person, and hybrid)
- Telephone town halls
- Surveys and polling
- Interactive online mapping
- Education or training programs and materials

Our engagement activities combine education and information to create a shared community knowledge base. Further study and potential solutions are adjusted to incorporate needs, aspirations and additional input from the community and ensure that plans and improvements reflect them.

Examples of our public involvement include a context-sensitive middle housing and commercial development vision development exercise for the City of Tarpon Springs

Comprehensive Plan Update.

Transportation & Traffic: We have significant experience with multimodal planning projects throughout Florida, including Pasco County. Our expertise includes:

- Complete streets and streetscape design and implementation
- Greenway and trail planning
- Corridor plans and studies
- Bicycle/pedestrian plans and safety studies
- Travel demand modeling
- Context-sensitive classification
- Traffic counts and roadway service level analysis
- Inventories of bus stops, bicycle facilities, sidewalks, roadway and other infrastructure
- Spatial database development and analysis
- Socioeconomic data analysis and forecasting via the Census, American Community Survey and other sources
- Roadway safety studies and design

We employ innovative concepts in our transportation practice, including the use of technology to perform more accurate and efficient safety analyses.

- We developed a web-based crash data management system that identifies and assesses safety issues and mitigation solutions for FDOT and communities throughout Florida.
- We regularly use mobile devices to collect infrastructure, transit onboard survey and other data with greater accuracy and direct portals to web-based GIS.
- We use mobile device data to assess travel patterns. We previously worked with AirSage, a wireless information and data provider, on the I-75/US-41 Premium Transit Corridor Study for Cobb County, Georgia and the SR-7 Congestion Management and Livability Corridor Study for Broward County MPO to understand travel patterns for better transportation analysis. We recently worked with Replica, a cell-based data analysis service, on similar projects.



We employ innovative concepts in our transportation practice.

Other innovative projects and outcomes from Benesch's transportation work include:

- A challenging plan for a significant service reduction and increased level of service on core routes for the Hillsborough Area Regional Transit (HART) Transit Development Plan (TDP) and Comprehensive Operational Analysis, dubbed Mission Max; measuring job access to major hubs in Hillsborough County was a key element of the analysis.
- Award-winning bicycle and pedestrian mobility projects such as Tampa's Walk-Bike Plan, the Green ARtery Trail Plan, and the Fletcher Avenue Complete Streets Design
- Innovative and award-winning multimodal funding solutions for the Pasco County MPO (Mobility Fee, Penny for Pasco, Tax Increment Financing)
- Bus route and network recommendations from a recent TDP for Concord, North Carolina, in December 2014 that resulted in the system nearly doubling its on-time performance (from <50% to 91%).
- A transit plan for Clayton County, Georgia, and subsequent support that led to the passage of a one-penny sales tax referendum in 2014.
- Resolution of metropolitan planning compliance issues that the Oahu MPO in Hawaii had with the Federal Highway Administration (FHWA).

Grant Writing Support: In 2022 alone, Benesch has found immense success by playing major supporting roles in developing successful grant applications for our clients. In 2022, the U.S. DOT awarded more than \$2.2 billion in federal funding as part of the Rebuilding American Infrastructure with Sustainability and Equity—or RAISE—Discretionary Grant Program. Of the 166 projects which received federal funding, three included major support from Benesch staff.

Stormwater Management: Benesch routinely designs stormwater management plans as part of our overall site design services. In addition to stormwater quantity, stormwater quality has become an increasingly more important issue and in many jurisdictions it is now a requirement. We have extensive knowledge of the design and integration of numerous stormwater quality devices. Our experience in this area has given us familiarity with a variety of regulatory entities from the state level to the municipal level. This experience has taught us that an innovative approach is often required, including engineered structural filtration devices.

Vrana Consulting

Tammy Vrana, AICP has 35 years of planning experience spanning land use planning, transportation, and more, including work in various capacities for the City of Zephyrhills over the past two decades. She is adept at working with diverse stakeholders across disciplines to identify community issues and develop practical, consensus-driven solutions. She specializes in community outreach and engagement techniques to inform decision making and build local support for projects. Tammy will provide expertise for the following service areas:

- Comprehensive Planning
- General Planning
- Transportation
- Intergovernmental, Intragovernmental, and Private Sector Coordination
- Public Outreach

6.2 CM/GC: Benesch is familiar with and has been involved in several CM/GC delivery method projects. CM/GC projects face a unique set of challenges in that they require meticulous scheduling, permitting and coordination on an accelerated schedule and our firm has experience leading projects with this delivery method. From environmental/NEPA and permitting to utility coordination as well as H&H and geotechnical elements, Benesch can provide experts in every area to proactively address conflicts before they burden the schedule. Should this delivery method be utilized by the City, Benesch has the individuals needed to help navigate the process with ease.

5.8: SUCCESSFUL EXPERIENCE WITH SIMILAR PROJECTS

Adaptive Reuse Area Plan - City of Doral, FL**Owner Address:**

8401 NW 53rd Terrace
Doral, FL 33166

The City of Doral has experienced significant population and economic growth since incorporating in 2003 (increased 50% between 2010 and 2018), with major residential and mixed-use development taking place in its downtown. Benesch worked with the City to create a plan for the light industrial/heavy commercial area north of downtown to promote adaptive reuse of the area for more commercial establishments and options for long-term, comprehensive redevelopment.

Public investments in infrastructure and adjusting regulations helped set the stage for a successful transition of the Adaptive Reuse Area from primarily industrial to mixed-use and commercial establishments. Outcomes include expanded uses to allow for more retail and services, adjustments to parking standards to accommodate new uses and activities in limited space, allowance and standards for creative signage and public art.



Benesch assisted with planning for the reuse of existing establishments in the area.

Dates of Service

2018 - 2019

Project Cost

\$50,000

Client Reference

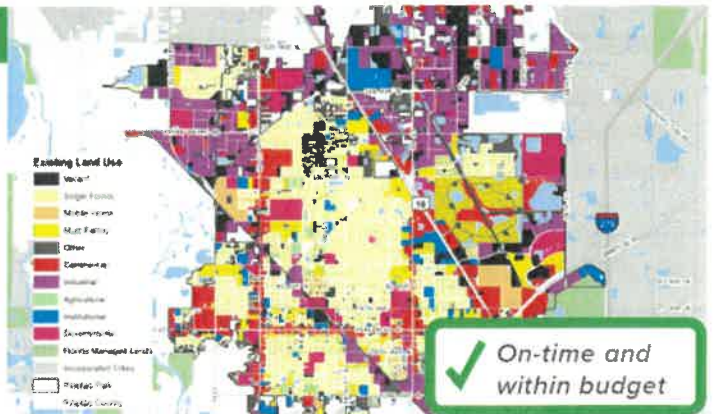
Javier Gonzalez, AICP,
CFM
P: 305-593-6630
E: javier.gonzalez@cityofdoral.com

Comprehensive Plan Update - City of Pinellas Park, FL**Owner Address:**

5141 78th Avenue North
Pinellas Park, FL 33781

The City of Pinellas Park contracted with Benesch to update its Comprehensive Plan, including a first phase of amendments for consistency with countywide rules. The second phase focuses on extensive public and stakeholder outreach to develop a vision that will guide updates to the policy framework, preliminary themes identified to address through the update include support for the City's Community Redevelopment Area planning efforts, improving local transportation connectivity in view of the strong presence of regional roadways in the City and promotion of economic development with consideration of the City's sizable industrial base.

Benesch identified policies to support implementation of community redevelopment area plan, consistent with countywide rules, evaluated opportunities to support regional attractions and development, such as industrial base, to promote the City as a destination and not simply passthrough area. Opportunities to support Complete Streets planning and improvements to local transportation were also reported by Benesch.



Benesch was contracted to update the Comprehensive Plan for Pinellas Park, which included amendments and public outreach.

Dates of Service

2018 - 2022

Project Cost

\$200,000

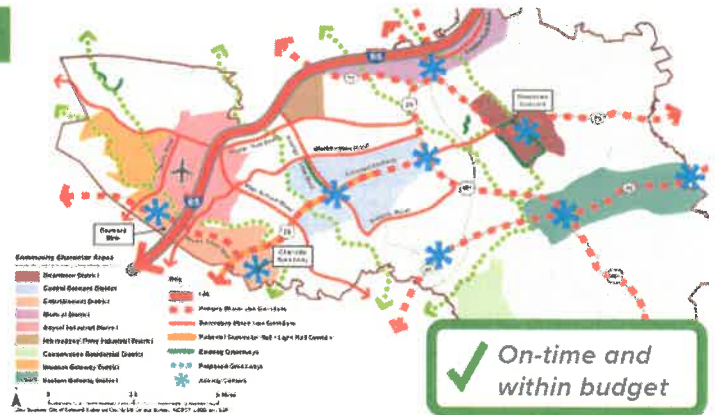
Client Reference

Nick Colonna
P: 727-369-5620
E: NColonna@Pinellas-Park.com

Development Ordinance Update - City of Concord, NC**Owner Address:**

35 W Cabarrus Avenue West
Concord, NC 28025

Benesch was engaged in 2017 to update and reimagine the Land Use Plan (LUP) for the second largest city in the Charlotte Metropolitan Area. Goals included engaging the community in the planning process in a variety of ways, refocusing the LUP to address future growth challenges and simplifying the plan structure to make it more accessible. Amendments to the City's Land Development Code (Concord Development Ordinance) followed and were initiated in 2018.



Benesch was hired to update the Land Use Plan for the City of Concord.

Dates of Service

2018 - 2021

Project Cost

\$110,781

Client Reference

Kevin Ashley, AICP
P: 704-920-5149
E: ashleyk@concordnc.gov

East Naples Community Development Plan - Collier County, FL**Owner Address:**

3299 Tamiami Trail East
Naples, FL 34112

Benesch, in collaboration with Quest Corporation of America and PlusUrbia, helped the community refine its vision for the area and provided additional guidance for future land uses and development, particularly to increase desired commercial uses. Other aims of the plan included providing an inventory of community assets and services and options to promote multi-modal transportation.



Opportunities for commercial development and redevelopment are concentrated along US-41 in the project area.

Dates of Service

February 2020 -
December 2020

Project Cost

\$173,563

Client Reference

Michele Mosca, AICP
P: 239-252-2466
E: Michele.Mosca@colliercountyfl.gov

Affordable Housing Density Bonus - Hillsborough County, FL**Owner Address:**

601 East Kennedy Blvd
Doral, FL 33602

Hillsborough County experienced 42% population growth from 2000 to 2019. Unincorporated Hillsborough County in particular has grown the most, with over 22% growth in population from 2000 to 2019. There is a shortage of affordable units for those making 80% or less of the Area Median Income (AMI) with a current gap of 11,270 units needed, which is projected to triple over the next 20 years.

Recommendations included increased income eligibility thresholds for affordable units, relaxed rent limits, increased density bonus allowances, the use of an administrative approval process and the use of new Florida Statute changes (HB 7103, 2019) to waive up to 100% of impact fees for affordable developments. Better utilization of the density bonus program was recommended as an incentive to increase the development of affordable housing.

Renter Households

118,067

Affordable Units

106,797

Absolute Difference Between Renters and Units**On-time and within budget**

Hillsborough County is one of the fastest growing counties in the state.

Dates of Service

2021 - 2022

Client Reference

Jennifer Malone

P: 813-582-7324

E: malonej@plancom.org

Project Cost

\$75,000

Sustainability & Resiliency Action Plan - Pinellas County, FL**Owner Address:**

400 S Ft. Harrison Ave
Clearwater, FL 33756

Pinellas County developed its first comprehensive Sustainability and Resiliency Action Plan, which will set the foundation for all County sustainability and resiliency policies and initiatives. Along with environmental considerations, the action plan will prioritize the economic and social case for environmental stewardship, community resiliency, hazard mitigation and climate change adaptation, including cost savings and economic opportunity.

Vrana Consulting led the external stakeholder engagement tasks including preparation of the engagement strategy and community opinion survey, performing community outreach to diverse populations and geographic communities and establishing a Sustainability and Resiliency Advisory Committee for plan development and implementation.



vranaconsulting

**On-time and within budget**

Vrana Consulting assisted with the strategic plan, which received the FAPA award in 2012.

Dates of Service

September 2020 - August 2022

Client Reference

Hank Hodde, CFM, ENV SP

P: 727-464-3485

E: hhodde@co.pinellas.fl.us

Project Cost

\$19,000

Pinellas Gateway Master Plan - Pinellas County MPO**Owner Address:**

310 Court Street
Clearwater, FL 33756

The \$1 million multi-jurisdictional partnership sought to create a vibrant, livable sector of mid county that will be highly attractive for employment and offers a range of safe, convenient travel options for residents, workers and visitors. The 30-square mile planning area is Pinellas County's primary economic engine and has a broad mix of land uses and potential redevelopment sites.

Vrana Consulting performed two roles in the 18-month project: facilitating community engagement and serving as local liaison to the project team. A 30+ member Study Management Team was convened quarterly to explore issues, including regional transportation connections, multi-modal mobility, TOD, industrial redevelopment, affordable housing and resiliency and inform project decision making. Public engagement was performed through workshops, focus groups, one-on-one interviews, presentation meetings and a project website.



Vrana Consulting facilitated community engagement meetings for this Master Planning project.

Dates of Service

April 2018 - November 2019

Project Cost

\$30,000

Client Reference

Chelsea Favero, AICP
P: 727-464-5644
E: cfavero@co.pinellas.fl.us

2050 Comprehensive Plan Update - Pasco County, FL**Owner Address:**

8731 Citizens Drive
New Port Richey, FL 34654

SB Friedman provided support to the Pasco County 2050 Comprehensive Plan by evaluating the market conditions and dynamics that influence investment for retail, office, industrial, and hotel uses. The study provided a better understanding of countywide development potential and how Pasco County compares to other counties within the region.

SB Friedman worked with Pasco County to provide analyses that informed the County's 2050 Comprehensive Plan. Their analysis examined trends in demographics, employment and real estate within a broader scope of regional population growth, job growth and commuting patterns. The briefing book breaks down spatial and historical patterns of investment and broader market trends. The analysis informs a set of key findings on development potential within the county that can help set priorities and strategies for the county. The graphics-oriented deliverable provides detailed data visuals, including maps, charts, and property profiles.



SB Friedman supported the 2050 Comprehensive Plan Update for Pasco County, FL.

Dates of Service

February 2021 - October 2021

Project Cost

\$134,000

Client Reference

Valerie Brookens
P: 727-847-8140
E: vbrookens@pascocountyfl.net

Industrial Corridor Master Plan - City of Zephyrhills, FL**Owner Address:**

5335 8th Street
Zephyrhills, FL 33542

SB Friedman conducted a market assessment as part of an industrial corridor master planning process for the City of Zephyrhills in Pasco County, Florida. Their assessment informed planning for industrial and other commercial land uses with the goal of expanding industrial businesses and creating high-quality jobs in southeast Pasco County.

The City of Zephyrhills received a community planning technical assistance grant from the State of Florida to help foster a vibrant community and grow the City's employment base. With the grant, the City engaged the SB Friedman team to assess market potential for industrial, office and retail land uses within a primarily industrial corridor adjacent to the City's municipal airport. They analyzed historical and recent spatial patterns of development in the region, reviewed market data and assessed the corridor's position in the market.



SB Friedman conducted market research for this Master Plan, which was completed in 2019.

Dates of Service

December 2018 - March 2019

Project Cost

\$31,000

Client Reference

Todd Vande Berg
P: 813-780-0006
E: tvandeberg@ci.zephyrhills.fl.us

5.9: EFFECT OF TEAM LOCATION ON PROJECT RESPONSES

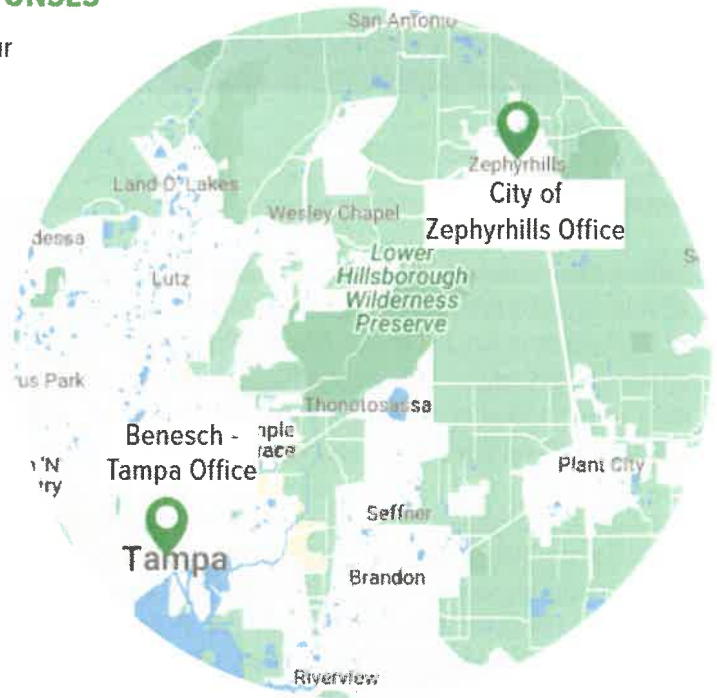
Our proposed project team is based in Tampa, just under an hour away from the City of Zephyrhills. This allows us to have a rapid response time to project demands.

Benesch - Tampa Office

1000 North Ashley Drive
Suite 400
Tampa, FL 33602

Our Tampa office will be the local office performing work for the City of Zephyrhills, with additional support from subconsultants who are local to the area.

Below is a table featuring each team member and their respective locations:



Team Member	Role	Location
Catherine Hartley, AICP, CNU-A	Project Manager	Tampa, FL
Demian Miller, AICP	Principal In Charge, Complete Streets	Tampa, FL
Ali Ankudowich, AICP	Senior Planner - Comprehensive Planning, Redevelopment Planning and Outreach	Tampa, FL
Lauren O'Neill, AICP	Affordable Housing and Transit Planner	Tampa, FL
Patrick Dougherty, AICP	Senior Planner, GIS Specialist	Tampa, FL
Rich Wilson, PE, AICP	Traffic Engineering	Tampa, FL
Chris Keller, AICP	Multimodal Planning	Tampa, FL
Robert Modys, AICP, CNU-A	Master Planning	Tampa, FL
Steve Infanti, AICP	Traffic Forecasting and Congestion Management	Tampa, FL
Rob Cursey, AICP	Traffic Forecasting and Congestion Management	Tampa, FL
Ryan Thady, PE, PMP, VMA	Roadway Design	Tampa, FL
W. T. Bowman, PE, RSP1	Safety, Traffic Engineering	Tampa, FL
Tammy Vrana, AICP	Public Engagement	Tampa, FL
Caitlin Johnson, AICP	Economic Analysis	Tampa, FL
Elena Caminer	Economic Analysis	Tampa FL

RFQ 35-22-05

PROFESSIONAL SERVICES-CITY WIDE for CRA, PLANNING AND PUBLIC WORKS**Business References** (For Similar Program/Projects)

(Max 10 references and 3 pages)

SAMPLE COPY

Company Name **Benesch**Project Title **Adaptive Reuse Area Plan**Project Location **Doral, FL**Project Description **Planning**Project Start: **2018**Project Completion Date **2019**Owner Name **City of Doral, FL**Owner Address **8401 NW 53rd Terrace, Doral, FL 33166**Phone Number and Email **Javier Gonzalez, AICP, CFM - 305-593-6630, E: javier.gonzalez@cityofdoral.com**Project Amount **\$50,000**Services completed in Budget? Yes ☒ No ☐ Why? _____Services completed on time? Yes ☒ No ☐ Why? _____Company Name **Benesch**Project Title **Comprehensive Plan Update**Project Location **Pinellas Park, FL**Project Description **Comprehensive Planning**Project Start: **2018**Project Completion Date **2022**Owner Name **City of Pinellas Park, FL**Owner Address **5141 78th Avenue North, Pinellas Park, FL 33781**Phone Number and Email **Nick Colonna - 727-369-5620, ncolonna@pinellas-park.com**Project Amount **\$200,000**Services completed in Budget? Yes ☒ No ☐ Why? _____Services completed on time? Yes ☒ No ☐ Why? _____Company Name **Benesch**Project Title **Development Ordinance Update**Project Location **Concord, NC**Project Description **Legislation Update**Project Start: **2018**Project Completion Date **2021**Owner Name **City of Concord, NC**Owner Address **35 W Cabarrus Avenue West, Concord, NC 28025**Phone Number and Email **Kevin Ashley, AICP - 704-920-5149, ashleyk@concordnc.gov**Project Amount **\$110,781**Services completed in Budget? Yes ☒ No ☐ Why? _____Services completed on time? Yes ☒ No ☐ Why? _____Company Name **Benesch**Project Title **Community Development Plan**Project Location **Collier County, FL**Project Description **Community Planning**Project Start: **February 2020**Project Completion Date **December 2020**Owner Name **Collier County, FL**Owner Address **3299 Tamiami Trail East, Naples, FL 34112**Phone Number and Email **Michele Mosca, AICP - 239-252-2466, michele.mosca@colliercountyfl.gov**Project Amount **\$173,563**Services completed in Budget? Yes ☒ No ☐ Why? _____Services completed on time? Yes ☒ No ☐ Why? _____

RFQ 35-22-05

PROFESSIONAL SERVICES-CITY WIDE for CRA, PLANNING AND PUBLIC WORKS**Business References** (For Similar Program/Projects)

(Max 10 references and 3 pages)

SAMPLE COPY

Company Name **Benesch**Project Title **Affordable Housing Density Bonus**Project Location **Hillsborough County, FL**Project Description **Community Study**Project Start: **2021**Project Completion Date **2022**Owner Name **Hillsborough County**Owner Address **601 East Kennedy Boulevard, Tampa, FL 33602**Phone Number and Email **Jennifer Malone - 813-582-7324**Project Amount **\$75,000**Services completed in Budget? Yes ☒ No ☐ Why? _____Services completed on time? Yes ☒ No ☐ Why? _____Company Name **Vrana Consulting, Inc**Project Title **Pinellas Gateway Master Plan**Project Location **Pinellas County, FL**Project Description **Community Engagement**Project Start: **April 2018**Project Completion Date **November 2019**Owner Name **Pinellas County MPO**Owner Address **310 Court Street, Clearwater, FL 33756**Phone Number and Email **Chelsea Favero, AICP - 727-464-5644, cfavero@co.pinellas.fl.us**Project Amount **\$30,000**Services completed in Budget? Yes ☒ No ☐ Why? _____Services completed on time? Yes ☒ No ☐ Why? _____Company Name **Vrana Consulting, Inc**Project Title **Sustainability & Resiliency Action Plan**Project Location **Pinellas County, FL**Project Description **Community Engagement**Project Start: **September 2020**Project Completion Date **August 2022**Owner Name **Pinellas County**Owner Address **400 S. Ft. Harrison Avenue, Clearwater, FL 33756**Phone Number and Email **Hank Hodde, CFM, ENV SP - 727-464-3485, hhodde@co.pinellas.fl.us**Project Amount **\$19,000**Services completed in Budget? Yes ☒ No ☐ Why? _____Services completed on time? Yes ☒ No ☐ Why? _____Company Name **SB Friedman**Project Title **Industrial Corridor Master Plan**Project Location **Zephyrhills, FL**Project Description **Market Assessment**Project Start: **December 2018**Project Completion Date **March 2019**Owner Name **City of Zephyrhills**Owner Address **5335 8th Street, Zephyrhills, FL 33542**Phone Number and Email **Todd Vande Berg - 813-780-0006, tvandeberg@ci.zephyrhills.fl.us**Project Amount **\$31,000**Services completed in Budget? Yes ☒ No ☐ Why? _____Services completed on time? Yes ☒ No ☐ Why? _____

RFQ 35-22-05

PROFESSIONAL SERVICES-CITY WIDE for CRA, PLANNING AND PUBLIC WORKS

Business References (For Similar Program/Projects)

(Max 10 references and 3 pages)

SAMPLE COPY

Company Name **SB Friedman**Project Title **2050 Comprehensive Plan Update**Project Location **Pasco County, FL**Project Description **Market Assessment**Project Start: **February 2021**Project Completion Date **October 2021**Owner Name **Pasco County**Owner Address **8731 Citizens Drive, New Port Richey, FL 34654**Phone Number and Email **Valerie Brookens - 727-847-8140, vbrookens@pascocountyfl.net**Project Amount **\$134,000**Services completed in Budget? Yes ☒ No ☐ Why? _____Services completed on time? Yes ☒ No ☐ Why? _____

4.3.10: LICENSES

Benesch's engineering license is held through **Vice President Ryan Thady, PE, PMP, VMA** - below is his certificate.

State of Florida

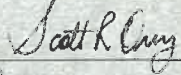
Board of Professional Engineers

Whereas, **Ryan Matthew Thady** has shown competency and fitness to practice Professional Engineering and has complied with all requirements of the Board of Professional Engineers; therefore by virtue of the powers vested in said Board by the State of Florida, the Florida Board of Professional Engineers hereby issues this certificate of licensure numbered **91981** to practice Professional Engineering in the State of Florida as provided by the laws of the state and subject to the powers as vested in said Board.



In Testimony Whereof, Witness the signature of the Chair and Vice Chair under the seal of the Board this 28th day of July, 2021.


 Kevin Fleming
 Chair


 Scott R. Long
 Vice Chair



State of Florida

Department of State

I certify from the records of this office that ALFRED BENESCH & COMPANY is an Illinois corporation authorized to transact business in the State of Florida, qualified on February 19, 2013.

The document number of this corporation is F13000000785.

I further certify that said corporation has paid all fees due this office through December 31, 2021, that its most recent annual report/uniform business report was filed on January 21, 2021, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Seventeenth day of February,
2021*



Randy R. Lee
Secretary of State

Tracking Number: 6609096140CU

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

DRUG-FREE WORKPLACE FORM
35-22-05 – PROFESSIONAL SERVICES-CITY WIDE
For CRA, PLANNING AND PUBLIC WORKS

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

certifies that Alfred Benesch & Company does:
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or pleas of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.



Bidder's Signature

September 30, 2022

Date

PUR062.036
re. 10/97

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),
FLORIDA STATUTES ON PUBLIC ENTITY CRIMES
35-22-05**

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

1 This sworn statement is submitted to the City of Zephyrhills
(print name of the public entity)

by William L. Ball, AICP, Senior Vice President, Florida Division Manager
(print individual's name and title)

for Alfred Benesch & Company
(print name of entity submitting sworn statement)

whose business address is
1000 N Ashley Drive, Suite 400

Tampa, FL 33602

and (if applicable) its Federal Employer Identification Number (FEIN) is 36-2407363

(If the entity has no FEIN, include the Social Security Number of the individual
signing this sworn statement: _____)

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

provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

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

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

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

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

William J. Ball

(Signature)

Sworn to and subscribed before me this 26th day of September, 20 .

Personally known X

Or Produced identification _____

Notary Public – State of Florida

Christina M. Gomez

My commission expires 3/31/2026

(Type of Identification)



CHRISTINA M. GOMEZ
Notary Public
State of Florida
Comm# HH247864
Expires 3/31/2026

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

Addenda Receipt Acknowledgment
35-22-05

Addendum # <u>1</u>	Date <u>September 16, 2022</u>	Initials <u>JB</u>
Addendum # <u>2</u>	Date <u>September 27, 2022</u>	Initials <u>JB</u>
Addendum # _____	Date _____	Initials _____
Addendum # _____	Date _____	Initials _____

Firm Representative:

William J. Ball September 26, 2022
Signature/Date (Executed by Corporate Authority)

NON-COLLUSIVE AFFIDAVIT**35-22-05**State of Florida
County of HillsboroughWilliam L. Ball, AICP

, being first duly sworn, deposes and says that he/she is

Alfred Benesch & Company

, the party making the fore-going submittal of qualifications or bid that such

submittal

(partner or officer of the Firm, etc)

Or bid is genuine and not collusive or sham; that said Firm has not colluded, conspired, connived or agreed, directly or indirectly, with any Firm or person, to put in a sham response or to refrain from responding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to secure any advantage against the City of Zephyrhills of any person interested in the proposed contract; and that all statements in said response are true.



Officer

Alfred Benesch & Company (Company Name)
State of Florida
County of HillsboroughThe foregoing instrument was acknowledged before me this 26th day of September
 by
William L. Ball, AICP
Senior Vice President, Florida Division Manager (name and title of corporate officer)
of Alfred Benesch & Company (Name of Corporation),
 a Chicago, Illinois (state or place of incorporation) corporation, on behalf of the
 corporation. He/she is personally known to me or has produced _____ (Identification type)
 as identification.



(Signature line for notary public)

Christina M. Gomez

(Name of notary type, printed or stamped)

(Title or rank)

My commission expires: 3/31/2026

Serial number, if any _____


CHRISTINA M. GOMEZ
 Notary Public
 State of Florida
 Comm# HH247864
 Expires 3/31/2026

E-VERIFY

RFQ No: 35-22-05
Project Description: PROFESSIONAL SERVICES-CITY WIDE
For CRA, PLANNING AND PUBLIC WORKS

Vendor/Consultant acknowledges and agrees to the following:

Vendor/Consultant shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of;

1. all persons employed by the Vendor/Consultant during the term of the Contract to perform employment duties within Florida; and
2. all persons, including subcontractors, assigned by the Vendor/Consultant to perform work pursuant to the contract with the City of Zephyrhills.

Company/Firm: Alfred Benesch & Company

Authorized Signature: 

Title: Senior Vice President, Florida Division Manager

Date: September 30, 2022

Exhibit A

4.3.11: RFQ FORMS

Errors or Omissions
RFQ 35-22-05
PROFESSIONAL SERVICES-CITY WIDE
For CRA, PLANNING AND PUBLIC WORKS

Upon review of this Request for Qualification documents are you aware of any apparent errors or omissions?

☒ YES

☐ NO

If YES, please provide a detailed explanation of any apparent errors or omissions on this sheet.

Company/Firm: Alfred Benesch & Company
Authorized Signature: 
Title: Senior Vice President, Florida Division Manager
Date: September 30, 2022

Benesch proposes the following changes be made to the contract, but is open to negotiating with the City on these terms:

RFQ – PG.1 - CERTIFICATION

- **2nd sentence:** ~~"I agree to all conditions of this Bid/Proposal and~~ certify that I am ..."

Explanation: Benesch can agree to the certification as modified due to taking exceptions to provisions therein.

RFQ – SECTION 1

- **1.12 Compliance with Applicable Law:** *"The laws of the State of Florida shall govern the agreement. Comply with all applicable and non-conflicting federal, state, ... performed there under. Conduct no activity ... that is unlawful or offensive. If any discrepancy or inconsistency should be discovered between the specifications established for the Services and any law, regulation, ordinance, order, or decree applicable to the Services, the Firm will immediately report such discrepancy or inconsistency to the City and will conform the Services to any orders or instructions issued by the City."*

Explanation: Benesch can agree to comply with all applicable and non-conflicting laws and can notify the City in the event a discrepancy or inconsistency is discovered.

- **1.14 Indemnity:** *"The firm shall defend, indemnify ... the City of Zephyrhills's officers, ~~agents,~~ and ... from and against ~~all~~ claims, ... and court costs to the extent caused by 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),~~ ... obligation to defend, hold harmless and indemnify the City of Zephyrhills as set forth in this article of the Agreement. In regard to claims and causes of action arising out of the firm's performance of professional services, it is expressly agreed by the City of Zephyrhills and the firm, that the firm's duty to defend shall mean only the reimbursement of the City's attorneys' fees and costs once it has been determined to the extent that such were caused by the negligent acts or omissions of the firm."*

Explanation: Revision is requested via the use of "to the extent caused by" so that the firm is only liable for its proportionate fault. Further, Florida Statutes prohibits intermediate indemnity. Lastly, the firm's duty to defend should only be applicable post-adjudication.

- **1.14 Insurance:** “... Comprehensive General Liability insurance with minimum policy limits of \$1,000,000 per occurrence and in the aggregate; ~~and~~ Worker’s Compensation insurance per statutory requirement; and, ~~including~~ Employer Liability insurance (1) \$1,000,000 bodily injury by accident – each accident, (2) \$1,000,000 bodily injury by disease – each employee, and (3) \$1,000,000 bodily injury by disease – policy limit, ~~with minimum policy limit of \$1,000,000 (this could be \$2,000,000 depending on the amount of the contract) combined Single Limits~~, ... and will provide ~~endorsed~~ certificates of insurance ... evidencing such coverage, and ~~shall include naming the City of Zephyrhills as an 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 ... or self-insurance, available to the City of Zephyrhills with respect to the City of Zephyrhills as an additional insured, and that ...”

Explanation: The revisions shown reflect appropriate underwriting for the Comprehensive General Liability, Worker’s Compensation, and Employer’s Liability insurance policies. Further, certificates of insurance are not endorsed. In addition, the City can be included as an additional insured on the firm’s insurance policies where additional insured status is allowable. Lastly, certificates of insurance evidencing insurance coverages and amounts are provided in lieu or certified copies of the insurance policies themselves.

- **1.15 Termination (Cause and/or Convenience) / letter a.:** “... and (2) an opportunity for consultation with the terminating party prior to termination. In the event of termination for cause, the defaulting party shall have an opportunity to cure any specified deficiencies within a reasonable time (no less than seven (7) days) of receipt of the termination notice.”

Explanation: The defaulting party should have an opportunity to cure any deficiencies prior to termination of the agreement.

- **1.15 Termination (Cause and/or Convenience) / add new letter g.:** “Neither the firm nor the firm’s subconsultants shall be responsible for errors or omissions in documents which are incomplete as the result of an early termination under this Agreement.”

Explanation: The firm and its subconsultants should not be held liable for errors or omissions in incomplete documents if the firm and its subconsultants are deprived of completing the documents in whole due to termination for cause or convenience.

RFQ – SECTION 2

- **2.6 ADDITIONAL REQUIREMENTS / 2.6.3:** “The City places significant value on ~~high~~-quality work and performance in accordance with the firm’s respective industry standard of care, ...”

Explanation: The use of “high quality” elevates the firm’s respective industry recognized standard of care which the firm’s respective industry standard of care is the measurement for performance of professional services.

RFQ – ATTACHMENT D: Use and Disclosure of Proposal Information

- **Paragraph 6 (pgs. 17 & 18):** “City ~~shall have~~ will notify the applicant promptly of ...”

Explanation: It’s assumed this is a typo. If the intent, however, is for two different statements, please advise on how the statements should read.

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary
Exclusion Form**

35-22-05

**PROFESSIONAL SERVICES-CITY WIDE
For CRA, PLANNING AND PUBLIC WORKS**

1. The prospective Vendor, Alfred Benesch & Company, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal Department or Agency.
2. Where the Vendor is unable to certify to the above statement, the prospective Vendor shall attach an explanation to this form.

Firm: Alfred Benesch & Company
Name of Company – Please Print

Signature: William L. Ball
Authorized Company Representative

Name/Title: William L. Ball, AICP, Senior Vice President, Florida Division Manager

Address: 1000 N Ashley Drive, Suite 400
Tampa, FL 33602

Date: September 30, 2022

RFQ ACCEPTANCE

I acknowledge and understand the requirements set forth in **RFQ 35-22-05 PROFESSIONAL SERVICES-CITY WIDE for CRA, PLANNING AND PUBLIC WORKS.**



Authorized Signature

September 30, 2022

Date

William L. Ball, AICP

Printed Name

Alfred Benesch & Company

Company Name

In witness whereof, the above submitted has hereunto set his signature and affixed his seal this
7th day of October A.D. 2022

(Seal) By: Scott Smith, ESQ

Title: General Counsel, Senior Vice President



Exhibit B

CITY OF ZEPHYRHILLS - PROFESSIONAL SERVICES FOR CRA, PLANNING & PUBLIC WORKS



BENESCH HOURLY RATES

Catherine Hartley, AICP, CNU-A	\$183
Demian Miller, AICP	\$237
Ali Ankudowich, AICP	\$119
Lauren O'Neill, AICP	\$88
Patrick Dougherty, AICP	\$108
Rich Wilson, PE, AICP	\$166
Chris Keller, AICP	\$152
Robert Modys, AICP, CNU-A	\$120
Steve Infanti, AICP	\$136
Rob Cursey, AICP	\$261
Ryan Thady, PE, PMP, VMA	\$237
W. T. Bowman, PE, RSP1	\$232



VRANA CONSULTING HOURLY RATES

Project Manager	\$130
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SB FRIEDMAN HOURLY RATES

Senior Vice President	\$300
Vice President	\$255
Project Manager	\$245
Associate Project Manager	\$215
Associate	\$180
Research Associate	\$165
Graduate Intern	\$125



CONSENT ITEMS 1.6

Approval of Addendum to Stellar Development Agreement **25-25-08**

Issue:

The City would like to incorporate the alternate bid, Additive 1, into agreement 25-25-08. The alternate bid is for the construction of Hanger 21 in the amount of \$1,237,420.00.

Background:

The City exercises our option to accept the alternate bid. This was discussed with Council several meetings ago.

Attachment(s):

1. Addendum No.1 to Agreement 25-25-08(38181928.1)

Fiscal Impact:

The anticipated impact on the budget is \$1,237,420.00.

Staff Recommendation:

Staff recommends approval of Addendum 1 with Stellar Development, Inc.

ADDENDUM NO. 1
CITY OF ZEPHYRHILLS AGREEMENT 25-25-08
2025-008 - FDOT FM#441915-2-94-01
BOX HANGARS-SITE DEVELOPMENT AND CONSTRUCTION

THIS ADDENDUM NO. 1 TO CONSTRUCTION AGREEMENT (“Addendum”) is made and entered into this 8th day of September, 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 **Stellar Development Inc.**, a corporation organized and authorized to do business in the State of Florida, having its principal office at 59 Sarasota Center Blvd., Sarasota, FL 34240 (“Contractor”).

RECITALS:

WHEREAS, the City and Contractor entered into that certain Construction Agreement 25-25-08 dated August 11, 2025 (the "Agreement"), for the Box Hangars-Site Development and Construction project which is attached hereto as ***Exhibit “1”*** and made apart hereof by reference; and

WHEREAS, the Contractor's bid response to ITB No. 2025-008 included "ADDITIVE 1" for the construction of a second box hangar ("Hangar 21"), hereinafter referred to as the "Alternate Bid"; and

WHEREAS, the City has elected to accept the Alternate Bid and desires to incorporate the scope of work and associated costs into the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Incorporation of Alternate Bid.** The City hereby exercises its option to accept the Alternate Bid. The scope of work under the Agreement is hereby expanded to include all labor, supervision, materials, and equipment necessary for the construction of the second box hangar ("Hangar 21") as detailed in the Contract Documents.
2. **Increase in Contract Price.** In accordance with the Contractor's Alternate Bid, the contract price shall be increased by **One Million, Two Hundred Thirty-Seven Thousand, Four Hundred Twenty and 00/100s Dollars (\$1,237,420.00)**.
3. **Revised Total Compensation.** Article 3, Section 3.1.1 of the Agreement is hereby amended. The total contract amount, not to exceed, is revised from \$2,946,838.35 to **Four Million, One Hundred Eighty-Four Thousand, Two Hundred Fifty-Eight and 35/100s Dollars (\$4,184,258.35)**.
4. **Ratification.** Except as expressly modified by this Addendum, all other terms, conditions, and provisions of the Agreement shall remain in full force and effect.

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

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

Signed, Sealed and Delivered
In the presence of:

CITY OF ZEPHYRHILLS

Charles E. Proctor
Council President

Attest: _____
Ricardo Quinones, City Clerk

Signed, Sealed and Delivered
In the presence of:

CONTRACTOR:
Stellar Development Inc.

Witness

By: _____
Name: _____
Title: _____

Witness

CITY OF ZEPHYRHILLS AGREEMENT 25-25-08
2025-008 - FDOT FM#441915-2-94-01
BOX HANGARS-SITE DEVELOPMENT AND CONSTRUCTION

THIS CONSTRUCTION AGREEMENT (“Agreement”) is made and entered into this 11th day of August, 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 **Stellar Development Inc.**, a corporation organized and authorized to do business in the State of Florida, having its principal office at 59 Sarasota Center Blvd., Sarasota, FL 34240 (“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 ITB No. 2025-008, FDOT FM #441915-2-94-01 Box Hangers-Site Development and Construction attached hereto and made apart hereof as “**Exhibit A.**”

2.1.2 Jacobs Engineering Group, Inc. Approval of Bid Letter dated July 24, 2025, attached hereto and made apart hereof as **Exhibit “B.”**

2.1.3 Contractor’s response to ITB No. 2025-008, on file and made apart hereof by reference.

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, Nine Hundred Forty-Six Thousand, Eight Hundred Thirty-Eight and 35/100s Dollars (\$2,946,838.35)** which actual bid amount is shown in Contractor’s bid.

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 accepted the Services.

ARTICLE 5 – SCOPE OF SERVICES

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

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

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

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

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

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

ARTICLE 6 – CITY’S TERMINATION RIGHTS

6.1 The City shall have the right to terminate this Agreement, in its sole discretion at any time, with or without cause, upon 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:

Stellar Development Inc.
59 Sarasota Center Blvd.
Sarasota, FL 34240

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 shall be extended by the number of days equal to the total number of days, if any, that such Party is actually delayed by such Force Majeure Event.

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

ARTICLE 15 – CHANGE ORDERS

15.1 Without invalidating the Agreement, the City may, at any time or from time to time, order additions, deletions, or revisions in the work authorized by an executed, signed Change Order. Change Orders should be submitted on an 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/Vendor shall proceed with the work involved. All such work shall be executed under the applicable conditions of the Contract Documents. If any Change Order causes an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, an equitable adjustment will be made.

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

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

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

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

ARTICLE 16 – MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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

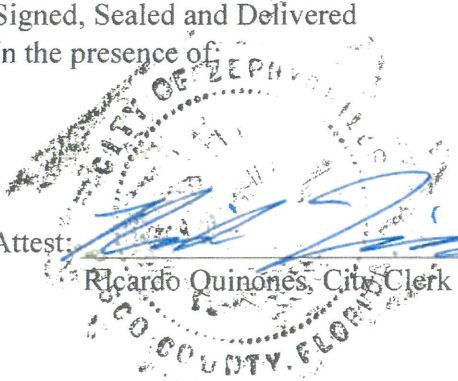
16.14 In the event of any dispute arising under or related to this Agreement, the prevailing Party shall be entitled to recover all actual attorney fees, costs and expenses incurred by it in connection with that dispute and/or the enforcement of this Agreement, including all such actual attorney fees,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

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

Signed, Sealed and Delivered

In the presence of:

Attest: 
Ricardo Quinones, City Clerk


CITY OF ZEPHYRHILLS


Charles E. Proctor
Council President

Signed, Sealed and Delivered

In the presence of:


Witness

Witness

CONTRACTOR:
Stellar Development Inc.

By: 
Name: MAURICE ORSINI
Title: PRESIDENT

EXHIBIT

A



CITY OF ZEPHYRHILLS
2025-008 - FDOT FM#441915-2-94-01
BOX HANGARS-SITE DEVELOPMENT AND CONSTRUCTION

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 - 2025 Box Hangars-Aerial Location

C - ZAH_PLANS_Comb_BIDSET_250505

D - ZPH Hangars_SPECS_BID SET - May 2025

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 OPENGOV 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 Monday, June 23, 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 Monday, June 23, 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 **\$2700.00** 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, 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 **\$2700.00**. 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. Scope of Work

The City of Zephyrhills Municipal Airport is seeking certified State of Florida contractors with preferred experience in constructing Pre-engineered metal building (PEMB) Hangars. The Airport is wanting to construct one (1) Hangar with a possible second PEMB hangar. Each hangar will be approximately 6300 square feet with concrete floors. Please download the plans and specifications of this project for details. A map on the location of the hangars is also provided.

Grant: FDOT FM#441915-2-94-01

Pre Conference: **June 6, 2025 at 10 a.m. City Hall, 5335 8th St, Zephyrhills**

A site tour will be conducted after the pre conference located at:
39450 South Avenue, Zephyrhills - Airport Office

Completion Day: 210 calendar days from the Notice to Proceed

Budget: \$2,500,000 + / -

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.

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Spec #
1	CONTRACTOR QUALITY CONTROL PROGRAM (CQCP)	1	LS			C-100-1
2	TEMPORARY STORMWATER POLLUTION, PREVENTION, EROSION AND SILTATION CONTROL	1	LS			C-102-1

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Spec #
3	MOBILIZATION	1	LS			C-105-1
4	PAVEMENT DEMOLITION (ASPHALT AND GRAVEL)	2,400	SY			P-101-1
5	SAFETY, SECURITY AND MAINTENANCE OF AIRFIELD OPERATIONS	1	LS			P-102-1
6	SURVEY, STAKEOUT AND AS-BUILT SURVEY	1	LS			P-103-1
7	EMBANKMENT (ON-SITE)	7,000	CY			P-152-1
8	8" LIME ROCK BASE COURSE	2,300	SY			P-211-1
9	ASPHALT MIX PAVEMENT	510	TON			P-403-1
10	EMULSIFIED ASPHALT PRIME COAT	750	GAL			P-602-1
11	EMULSIFIED ASPHALT TACK COAT	210	GAL			P-603-1
12	WHITE OR YELLOW NON-REFLECTIVE APRON MARKING (TEMPORARY 30%)	400	SF			P-620-1
13	WHITE OR YELLOW REFLECTIVE APRON MARKING (FINAL 100%)	400	SF			P-620-2
14	BLACK NON-REFLECTIVE MARKING	690	SF			P-620-3
15	18-INCH REINFORCED CONCRETE PIPE (CLASS V)	350	LF			D-701-1
16	2" PVC PIPE (STORM)	80	LF			D-751-1

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Spec #
17	PVC TEE FITTINGS (STORM)	28	EA			D-751-2
18	AIRFIELD INLET	2	EA			D-751-3
19	24" NYLOPLAST H-10	5	EA			D-751-4
20	SODDING	13,000	SY			T-904-1
21	TOPSOIL (OBTAINED ON-SITE)	100	CY			T-905-1
22	CHAIN LINK FENCE REMOVAL AND RE-INSTALL	20	LF			F-162
23	MILLING OF EXISTING ASPHALT PAVEMENT	16	SY			F-327
24	SUBGRADE	700	SY			F-120
25	SUPERPAVE ASPHALT CONCRETE	200	TON			F-334
26	CEMENT CONCRETE PAVEMENT (CONCRETE PADS)	70	SY			F-350
27	REMOVED	0	EA			F-425
28	2" BLOWOFF (WATER)	1	EA			F-425
29	1" BACKFLOW ASSEMBLY	1	EA			F-425
30	1 1/2" BACKFLOW ASSEMBLY	2	EA			F-425
31	1" GATE VALVE (WATER)	1	EA			F-425
32	2" GATE VALVE (WATER)	1	EA			F-425
33	8" GATE VALVE (WATER)	3	EA			F-425

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Spec #
34	CONTROL STRUCTURE (TYPE C)	2	EA			F-425
35	SANITARY SEWER MANHOLE	1	EA			F-425
36	4" PVC PIPE (SEWER)	50	LF			F-430
37	6" PVC PIPE (SEWER)	210	LF			F-430
38	6" DIP	5	LF			F-430
39	18" MITERED END SECTION	3	EA			F-430
40	12 X 18-INCH REINFORCED CONCRETE PIPE (CLASS III)	100	LF			F-430
41	12 X 18-INCH MITERED END SECTION	1	EA			F-430
42	4" PVC PIPE (STORM)	228	LF			F-430
43	8" PVC PIPE (STORM)	415	LF			F-430
44	10" PVC PIPE (STORM)	249	LF			F-430
45	1 1/2" PVC PIPE (WATER)	50	LF			F-430
46	2" PVC PIPE (WATER)	145	LF			F-430
47	1" PVC PIPE (WATER)	35	LF			F-430
48	6" PVC PIPE (WATER)	6	LF			F-430
49	8" PVC PIPE (WATER)	1,500	LF			F-430
50	PVC TEE FITTING (WATER)	7	EA			F-430
51	4" CLEANOUT (SEWER)	2	EA			F-440

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Spec #
52	6" CLEANOUT (SEWER)	2	EA			F-440
53	8" CLEANOUT (STORM)	4	EA			F-440
54	TYPE D CURB	415	LF			F-520
55	DETECTABLE WARNINGS	10	SF			F-522
56	REVETMENT SYSTEM-RIPRAP (RUBBLE)	26	SY			F-530
57	2" HDPE SDR 11 FORCE MAIN	120	LF			F-630
58	SIGN	2	EA			F-700
59	BOLLARDS	8	EA			F-705
60	PAINTED PAVEMENT MARKINGS	30	SY			F-710
61	BASE AND STABILIZED BASE LIME ROCK MATERIAL	700	SY			F-911
62	SIDEWALK	135	SY			
63	DUMPSTER DRIVEWAY CONCRETE	40	SY			
64	FIRE HYDRANT	1	EA			
65	DUMPSTER PAD AND ENCLOSURE	1	LS			
66	LIFT STATION	1	LS			
67	STORMCEPTOR-OIL/WATER SEPARATOR	1	LS			
68	BOX HANGAR ("HANGAR 20")	1	LS			
TOTAL						

ADDITIVE 1
Second Box Hangar

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Spec
1	Box Hangar (Hangar 21")	1	LS			
TOTAL						

CONTINGENCY
10% of Items 1-68

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	10% of Items 1-68	1	LS		
2	10% of Items 1-68 plus Additive 1	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. BUY AMERICAN - STEEL AND MANUFACTURED PRODUCTS*

Please download the below documents, complete, and upload.

- [BUY AMERICAN – STEEL AND MA...](#)

*Response required

8.27. 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

8.28. 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

8.29. 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

8.30. 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

8.31. 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

8.32. 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

8.33. 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

8.34. 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

8.35. 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

8.36. 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

8.37. 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

8.38. 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

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

*Response required

8.40. Authorized Signatory*

*Response required

8.41. Name and Title of Authorized Signatory*

Enter the Name and Title of the Authorized Signatory

*Response required

8.42. 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



Challenging today.
Reinventing tomorrow.

EXHIBIT

B

July 24, 2025

Attn: Ms. Karen Miller
Purchasing Agent

City of Zephyrhills

5335 8th Street
Zephyrhills, FL 33542
Ph: 813.780.0000 Ext: 3536

Project name: Zephyrhills Airport (Box) Hangars
Project no: D3779504

Subject: Approval of Bid

Dear Karen,

Following our recent review of the bids submitted for the Zephyrhills Airport (Box) Hangars, we are pleased to inform you that Jacobs has completed the evaluation of the four (4) bids received from the contractors listed below:

Stellar Development, Inc. Base Bid: \$2,946,838; Add Alt: \$1,237,420.

Qualis General Contractors Base Bid: \$3,234,520; Add Alt: Not provided.

Trias Construction, LLC Base Bid: \$3,326,748; Add Alt: \$1,229,984.

SEMCO Construction, Inc. Base Bid: \$4,295,704; Add Alt: \$1,905,267. After careful analysis of the submitted bids, Jacobs has determined that Stellar Development, Inc., submitted the most competitive and comprehensive proposal. Their bid demonstrates a clear understanding of the project requirements, and a competitive pricing structure.

Therefore, Jacobs recommends the City of Zephyrhills approve the bid from Stellar Development, Inc. for the Zephyrhills Airport (Box) Hangars project, to include the Additive Alternate, pending availability of funding.

We appreciate your cooperation and look forward to the successful collaboration between our teams.

Sincerely,

Joe Sawmiller, PE
Project Manager

joe.sawmiller@jacobs.com

Copies to: file, MDG Inc.

Attachment: Bid Tabulation

Jacobs

5401 West Kennedy Boulevard
Suite 300
Tampa, FL 33609
United States

T +1 813 676 2300
www.jacobs.com

ZPH- Box Hangars											
				Engineer's Estimate		Stellar Development Inc.		Qualis General Contractors		Trias Construction LLC	
Line Item	Description	Quantity	Unit	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
BASE BID											
1	CONTRACTOR QUALITY CONTROL PROGRAM (CQCP)	1	LS	\$15,000.00	\$15,000.00	\$25,560.72	\$25,560.72	\$15,000.00	\$15,000.00	\$41,327.78	\$41,327.78
2	TEMPORARY STORMWATER POLLUTION, PREVENTION, EROSION CONTROL	1	LS	\$15,000.00	\$15,000.00	\$44,141.90	\$44,141.90	\$14,500.00	\$14,500.00	\$26,627.68	\$26,627.68
3	MOBILIZATION	1	LS	\$100,000.00	\$100,000.00	\$190,899.91	\$190,899.91	\$150,000.00	\$150,000.00	\$208,098.51	\$208,098.51
4	PAVEMENT DEMOLITION (ASPHALT AND GRAVEL)	2400	SY	\$10.00	\$24,000.00	\$20.90	\$50,160.00	\$10.75	\$25,800.00	\$24.39	\$58,536.00
5	SAFETY, SECURITY AND MAINTENANCE OF AIRFIELD OPERATION	1	LS	\$10,000.00	\$10,000.00	\$11,135.84	\$11,135.84	\$12,000.00	\$12,000.00	\$30,496.39	\$30,496.39
6	SURVEY, STAKEOUT AND AS-BUILT SURVEY	1	LS	\$10,000.00	\$10,000.00	\$39,429.48	\$39,429.48	\$6,000.00	\$6,000.00	\$29,149.55	\$29,149.55
7	EMBANKMENT (ON-SITE)	7000	CY	\$20.00	\$140,000.00	\$16.47	\$115,290.00	\$20.00	\$140,000.00	\$23.28	\$162,960.00
8	8" LIME ROCK BASE COURSE	2300	SY	\$20.00	\$46,000.00	\$22.44	\$51,612.00	\$36.00	\$82,800.00	\$40.46	\$93,058.00
9	ASPHALT MIX PAVEMENT	510	TON	\$230.00	\$117,300.00	\$380.39	\$193,998.90	\$251.00	\$128,010.00	\$332.55	\$169,600.50
10	EMULSIFIED ASPHALT PRIME COAT	750	GAL	\$3.00	\$2,250.00	\$10.71	\$8,032.50	\$3.10	\$2,325.00	\$3.33	\$2,497.50
11	EMULSIFIED ASPHALT TACK COAT	210	GAL	\$12.00	\$2,520.00	\$18.95	\$3,979.50	\$11.00	\$2,310.00	\$12.19	\$2,559.90
12	WHITE OR YELLOW NON-REFLECTIVE APRON MARKING (TEMPORARY)	400	SF	\$5.00	\$2,000.00	\$15.48	\$6,192.00	\$8.00	\$3,200.00	\$8.87	\$3,548.00
13	WHITE OR YELLOW REFLECTIVE APRON MARKING (FINAL)	400	SF	\$8.00	\$3,200.00	\$16.84	\$6,736.00	\$8.00	\$3,200.00	\$8.87	\$3,548.00
14	BLACK NON-REFLECTIVE MARKING	690	SF	\$8.00	\$5,520.00	\$38.02	\$26,233.80	\$5.00	\$3,450.00	\$5.54	\$3,822.60
15	18-INCH REINFORCED CONCRETE PIPE (CLASS V)	350	LF	\$150.00	\$52,500.00	\$137.07	\$47,974.50	\$200.00	\$70,000.00	\$221.70	\$77,595.00
16	2" PVC PIPE (STORM)	80	LF	\$25.00	\$2,000.00	\$16.29	\$1,303.20	\$68.50	\$5,480.00	\$75.93	\$6,074.40
17	PVC TEE FITTINGS (STORM)	28	EA	\$500.00	\$14,000.00	\$215.23	\$6,026.44	\$1,100.00	\$30,800.00	\$1,219.36	\$34,142.08
18	AIRFIELD INLET	2	EA	\$20,000.00	\$40,000.00	\$55,328.82	\$110,657.64	\$22,100.00	\$44,200.00	\$24,498.12	\$48,996.24
19	24" NYLOPLAST H-10	5	EA	\$3,000.00	\$15,000.00	\$3,154.56	\$15,772.80	\$5,350.00	\$26,750.00	\$5,930.54	\$29,652.70
20	SODDING	13000	SY	\$5.00	\$65,000.00	\$4.16	\$54,080.00	\$4.54	\$59,020.00	\$6.65	\$86,450.00
21	TOPSOIL (OBTAINED ON-SITE)	100	CY	\$30.00	\$3,000.00	\$16.29	\$1,629.00	\$58.00	\$5,800.00	\$64.29	\$6,429.00
22	CHAIN LINK FENCE REMOVAL AND RE-INSTALL	20	LF	\$25.00	\$500.00	\$27.16	\$543.20	\$25.00	\$500.00	\$277.13	\$5,542.60
23	MILLING OF EXISTING ASPHALT PAVEMENT	16	SY	\$150.00	\$2,400.00	\$316.71	\$5,067.36	\$140.00	\$2,240.00	\$155.19	\$2,483.04
24	SUBGRADE	700	SY	\$15.00	\$10,500.00	\$32.38	\$22,666.00	\$14.00	\$9,800.00	\$15.52	\$10,864.00
25	SUPERPAVE ASPHALT CONCRETE	200	TON	\$250.00	\$50,000.00	\$366.00	\$73,200.00	\$375.00	\$75,000.00	\$415.69	\$83,138.00
26	CEMENT CONCRETE PAVEMENT (CONCRETE PADS)	70	SY	\$100.00	\$7,000.00	\$81.47	\$5,702.90	\$155.36	\$10,875.20	\$0.00	\$0.00
27	REMOVED	0	EA	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
28	2" BLOWOFF (WATER)	1	EA	\$2,000.00	\$2,000.00	\$4,323.59	\$4,323.59	\$3,000.00	\$3,000.00	\$3,325.54	\$3,325.54
29	1" BACKFLOW ASSEMBLY	1	EA	\$3,000.00	\$3,000.00	\$4,044.52	\$4,044.52	\$3,500.00	\$3,500.00	\$3,547.24	\$3,547.24
30	1 1/2" BACKFLOW ASSEMBLY	2	EA	\$4,000.00	\$8,000.00	\$5,814.15	\$11,628.30	\$4,200.00	\$8,400.00	\$4,655.75	\$9,311.50
31	1" GATE VALVE (WATER)	1	EA	\$1,000.00	\$1,000.00	\$602.79	\$602.79	\$2,925.00	\$2,925.00	\$3,242.40	\$3,242.40
32	2" GATE VALVE (WATER)	1	EA	\$1,500.00	\$1,500.00	\$1,236.73	\$1,236.73	\$3,350.00	\$3,350.00	\$3,713.52	\$3,713.52
33	8" GATE VALVE (WATER)	3	EA	\$3,500.00	\$10,500.00	\$4,097.71	\$12,293.13	\$4,825.00	\$14,475.00	\$5,348.57	\$16,045.71
34	CONTROL STRUCTURE (TYPE C)	2	EA	\$5,000.00	\$10,000.00	\$4,100.30	\$8,200.60	\$8,150.00	\$16,300.00	\$9,034.37	\$18,068.74
35	SANITARY SEWER MANHOLE	1	EA	\$7,500.00	\$7,500.00	\$14,926.08	\$14,926.08	\$8,300.00	\$8,300.00	\$9,200.65	\$9,200.65
36	4" PVC PIPE (SEWER)	50	LF	\$100.00	\$5,000.00	\$69.28	\$3,464.00	\$135.00	\$6,750.00	\$149.65	\$7,482.50

ZPH- Box Hangars											
				Engineer's Estimate		Stellar Development Inc.		Qualis General Contractors		Trias Construction LLC	
Line Item	Description	Quantity	Unit	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
37	6" PVC PIPE (SEWER)	210	LF	\$100.00	\$21,000.00	\$51.71	\$10,859.10	\$110.00	\$23,100.00	\$121.94	\$25,607.40
38	6" DIP	5	LF	\$300.00	\$1,500.00	\$238.91	\$1,194.55	\$2,125.00	\$10,625.00	\$471.12	\$2,355.60
39	18" MITERED END SECTION	3	EA	\$5,000.00	\$15,000.00	\$3,521.31	\$10,563.93	\$5,450.00	\$16,350.00	\$6,041.39	\$18,124.17
40	12 X 18-INCH REINFORCED CONCRETE PIPE (CLASS III)	100	LF	\$120.00	\$12,000.00	\$110.24	\$11,024.00	\$154.00	\$15,400.00	\$182.90	\$18,290.00
41	12 X 18-INCH MITERED END SECTION	1	EA	\$5,000.00	\$5,000.00	\$2,993.65	\$2,993.65	\$5,350.00	\$5,350.00	\$5,930.54	\$5,930.54
42	4" PVC PIPE (STORM	228	LF	\$60.00	\$13,680.00	\$32.73	\$7,462.44	\$75.00	\$17,100.00	\$83.14	\$18,955.92
43	8" PVC PIPE (STORM)	415	LF	\$75.00	\$31,125.00	\$39.97	\$16,587.55	\$105.00	\$43,575.00	\$116.39	\$48,301.85
44	10" PVC PIPE (STORM)	249	LF	\$100.00	\$24,900.00	\$41.13	\$10,241.37	\$165.00	\$41,085.00	\$182.90	\$45,542.10
45	1 1/2" PVC PIPE (WATER)	50	LF	\$45.00	\$2,250.00	\$27.36	\$1,368.00	\$67.50	\$3,375.00	\$74.82	\$3,741.00
46	2" PVC PIPE (WATER)	145	LF	\$50.00	\$7,250.00	\$24.90	\$3,610.50	\$60.00	\$8,700.00	\$66.51	\$9,643.95
47	1" PVC PIPE (WATER)	35	LF	\$45.00	\$1,575.00	\$40.52	\$1,418.20	\$75.00	\$2,625.00	\$83.14	\$2,909.90
48	6" PVC PIPE (WATER)	6	LF	\$70.00	\$420.00	\$55.67	\$334.02	\$225.00	\$1,350.00	\$249.42	\$1,496.52
49	8" PVC PIPE (WATER)	1500	LF	\$75.00	\$112,500.00	\$62.14	\$93,210.00	\$115.00	\$172,500.00	\$138.56	\$207,840.00
50	PVC TEE FITTING (WATER)	7	EA	\$500.00	\$3,500.00	\$350.08	\$2,450.56	\$600.00	\$4,200.00	\$803.67	\$5,625.69
51	4" CLEANOUT (SEWER)	2	EA	\$1,000.00	\$2,000.00	\$1,048.88	\$2,097.76	\$1,500.00	\$3,000.00	\$1,912.18	\$3,824.36
52	6" CLEANOUT (SEWER)	2	EA	\$1,200.00	\$2,400.00	\$1,175.39	\$2,350.78	\$1,800.00	\$3,600.00	\$2,106.17	\$4,212.34
53	8" CLEANOUT (STORM)	4	EA	\$1,500.00	\$6,000.00	\$1,040.91	\$4,163.64	\$3,000.00	\$12,000.00	\$3,574.95	\$14,299.80
54	TYPE D CURB	415	LF	\$30.00	\$12,450.00	\$34.88	\$14,475.20	\$30.00	\$12,450.00	\$34.92	\$14,491.80
55	DETECTABLE WARNINGS	10	SF	\$50.00	\$500.00	\$42.24	\$422.40	\$195.00	\$1,950.00	\$216.16	\$2,161.60
56	REVTMENT SYSTEM-RIPRAP (RUBBLE)	26	SY	\$250.00	\$6,500.00	\$204.86	\$5,326.36	\$400.00	\$10,400.00	\$498.83	\$12,969.58
57	2" HDPE SDR 11 FORCE MAIN	120	LF	\$100.00	\$12,000.00	\$138.93	\$16,671.60	\$90.00	\$10,800.00	\$105.31	\$12,637.20
58	SIGN	2	EA	\$300.00	\$600.00	\$458.38	\$916.76	\$2,500.00	\$5,000.00	\$554.26	\$1,108.52
59	BOLLARDS	8	EA	\$700.00	\$5,600.00	\$1,254.15	\$10,033.20	\$870.00	\$6,960.00	\$554.26	\$4,434.08
60	PAINTED PAVEMENT MARKINGS	30	SY	\$30.00	\$900.00	\$92.33	\$2,769.90	\$35.00	\$1,050.00	\$38.80	\$1,164.00
61	BASE AND STABLIZED BASE LIME ROCK MATERIAL	700	SY	\$40.00	\$28,000.00	\$41.73	\$29,211.00	\$50.00	\$35,000.00	\$55.43	\$38,801.00
62	SIDEWALK	135	SY	\$100.00	\$13,500.00	\$74.83	\$10,102.05	\$125.00	\$16,875.00	\$138.56	\$18,705.60
63	DUMPSTER DRIVEWAY CONCRETE	40	SY	\$125.00	\$5,000.00	\$127.18	\$5,087.20	\$170.00	\$6,800.00	\$188.45	\$7,538.00
64	FIRE HYDRANT	1	EA	\$5,000.00	\$5,000.00	\$10,999.84	\$10,999.84	\$13,250.00	\$13,250.00	\$14,687.79	\$14,687.79
65	DUMPSTER PAD AND ENCLOSURE	1	LS	\$10,000.00	\$10,000.00	\$16,966.63	\$16,966.63	\$22,000.00	\$22,000.00	\$32,257.71	\$32,257.71
66	LIFT STATION	1	LS	\$15,000.00	\$15,000.00	\$71,404.71	\$71,404.71	\$15,000.00	\$15,000.00	\$16,627.68	\$16,627.68
67	STORMCEPTOR-OIL/WATER SEPARATOR	1	LS	\$25,000.00	\$25,000.00	\$53,635.75	\$53,635.75	\$39,200.00	\$39,200.00	\$46,779.22	\$46,779.22
68	BOX HANGAR ("HANGAR 20")	1	LS	\$1,228,780.00	\$1,228,780.00	\$1,338,140.37	\$1,338,140.37	\$1,657,790.00	\$1,657,790.00	\$1,364,548.00	\$1,364,548.00
	Total				\$2,434,120.00		\$2,946,838.35		\$3,234,520.20		\$3,326,748.19
ADDITIVE BID 1:											
1	Box Hangar (Hangar 21")	1	LS	\$1,228,780.00	\$1,228,780.00	\$1,237,420.00	\$1,237,420.00	\$0.00	\$0.00	\$1,229,984.00	\$1,229,984.00
	Total				\$1,228,780.00		\$1,237,420.00		\$0.00		\$1,229,984.00

ZPH- Box Hangars					
				SEMCO Construction, Inc.	
Line Item	Description	Quantity	Unit	Unit Cost	Total
BASE BID					
1	CONTRACTOR QUALITY CONTROL PROGRAM (CQCP)	1	LS	\$50,000.00	\$50,000.00
2	TEMPORARY STORMWATER POLLUTION, PREVENTION, EROSION CONTROL	1	LS	\$17,250.00	\$17,250.00
3	MOBILIZATION	1	LS	\$426,558.00	\$426,558.00
4	PAVEMENT DEMOLITION (ASPHALT AND GRAVEL)	2400	SY	\$25.30	\$60,720.00
5	SAFETY, SECURITY AND MAINTENANCE OF AIRFIELD OPERATIONS	1	LS	\$75,000.00	\$75,000.00
6	SURVEY, STAKEOUT AND AS-BUILT SURVEY	1	LS	\$35,161.25	\$35,161.25
7	EMBANKMENT (ON-SITE)	7000	CY	\$24.15	\$169,050.00
8	8" LIME ROCK BASE COURSE	2300	SY	\$41.98	\$96,554.00
9	ASPHALT MIX PAVEMENT	510	TON	\$345.00	\$175,950.00
10	EMULSIFIED ASPHALT PRIME COAT	750	GAL	\$3.45	\$2,587.50
11	EMULSIFIED ASPHALT TACK COAT	210	GAL	\$12.65	\$2,656.50
12	WHITE OR YELLOW NON-REFLECTIVE APRON MARKING (TEMPORARY)	400	SF	\$9.20	\$3,680.00
13	WHITE OR YELLOW REFLECTIVE APRON MARKING (FINAL 10' MINIMUM)	400	SF	\$9.20	\$3,680.00
14	BLACK NON-REFLECTIVE MARKING	690	SF	\$5.75	\$3,967.50
15	18-INCH REINFORCED CONCRETE PIPE (CLASS V)	350	LF	\$230.00	\$80,500.00
16	2" PVC PIPE (STORM)	80	LF	\$78.78	\$6,302.40
17	PVC TEE FITTINGS (STORM)	28	EA	\$1,265.00	\$35,420.00
18	AIRFIELD INLET	2	EA	\$25,415.00	\$50,830.00
19	24" NYLOPLAST H-10	5	EA	\$6,152.50	\$30,762.50
20	SODDING	13000	SY	\$6.90	\$89,700.00
21	TOPSOIL (OBTAINED ON-SITE)	100	CY	\$66.70	\$6,670.00
22	CHAIN LINK FENCE REMOVAL AND RE-INSTALL	20	LF	\$575.00	\$11,500.00
23	MILLING OF EXISTING ASPHALT PAVEMENT	16	SY	\$161.00	\$2,576.00
24	SUBGRADE	700	SY	\$16.10	\$11,270.00
25	SUPERPAVE ASPHALT CONCRETE	200	TON	\$431.25	\$86,250.00
26	CEMENT CONCRETE PAVEMENT (CONCRETE PADS)	70	SY	\$465.75	\$32,602.50
27	REMOVED	0	EA	\$0.00	\$0.00
28	2" BLOWOFF (WATER)	1	EA	\$3,450.00	\$3,450.00
29	1" BACKFLOW ASSEMBLY	1	EA	\$3,680.00	\$3,680.00
30	1 1/2" BACKFLOW ASSEMBLY	2	EA	\$4,830.00	\$9,660.00
31	1" GATE VALVE (WATER)	1	EA	\$3,363.75	\$3,363.75
32	2" GATE VALVE (WATER)	1	EA	\$3,852.50	\$3,852.50
33	8" GATE VALVE (WATER)	3	EA	\$5,548.75	\$16,646.25
34	CONTROL STRUCTURE (TYPE C)	2	EA	\$9,372.50	\$18,745.00
35	SANITARY SEWER MANHOLE	1	EA	\$9,545.00	\$9,545.00
36	4" PVC PIPE (SEWER)	50	LF	\$155.25	\$7,762.50

ZPH- Box Hangars					
				SEMCO Construction, Inc.	
Line Item	Description	Quantity	Unit	Unit Cost	Total
37	6" PVC PIPE (SEWER)	210	LF	\$126.50	\$26,565.00
38	6" DIP	5	LF	\$488.75	\$2,443.75
39	18" MITERED END SECTION	3	EA	\$6,267.50	\$18,802.50
40	12 X 18-INCH REINFORCED CONCRETE PIPE (CLASS III)	100	LF	\$189.75	\$18,975.00
41	12 X 18-INCH MITERED END SECTION	1	EA	\$6,152.50	\$6,152.50
42	4" PVC PIPE (STORM	228	LF	\$86.25	\$19,665.00
43	8" PVC PIPE (STORM)	415	LF	\$120.75	\$50,111.25
44	10" PVC PIPE (STORM)	249	LF	\$189.75	\$47,247.75
45	1 1/2" PVC PIPE (WATER)	50	LF	\$77.63	\$3,881.50
46	2" PVC PIPE (WATER)	145	LF	\$69.00	\$10,005.00
47	1" PVC PIPE (WATER)	35	LF	\$86.25	\$3,018.75
48	6" PVC PIPE (WATER)	6	LF	\$258.75	\$1,552.50
49	8" PVC PIPE (WATER)	1500	LF	\$143.75	\$215,625.00
50	PVC TEE FITTING (WATER)	7	EA	\$833.75	\$5,836.25
51	4" CLEANOUT (SEWER)	2	EA	\$1,983.75	\$3,967.50
52	6" CLEANOUT (SEWER)	2	EA	\$2,185.00	\$4,370.00
53	8" CLEANOUT (STORM)	4	EA	\$3,708.75	\$14,835.00
54	TYPE D CURB	415	LF	\$36.23	\$15,035.45
55	DETECTABLE WARNINGS	10	SF	\$224.25	\$2,242.50
56	REVETMENT SYSTEM-RIPRAP (RUBBLE)	26	SY	\$517.50	\$13,455.00
57	2" HDPE SDR 11 FORCE MAIN	120	LF	\$109.25	\$13,110.00
58	SIGN	2	EA	\$287.50	\$575.00
59	BOLLARDS	8	EA	\$920.00	\$7,360.00
60	PAINTED PAVEMENT MARKINGS	30	SY	\$40.25	\$1,207.50
61	BASE AND STABLIZED BASE LIME ROCK MATERIAL	700	SY	\$57.50	\$40,250.00
62	SIDEWALK	135	SY	\$143.75	\$19,406.25
63	DUMPSTER DRIVEWAY CONCRETE	40	SY	\$195.50	\$7,820.00
64	FIRE HYDRANT	1	EA	\$15,237.50	\$15,237.50
65	DUMPSTER PAD AND ENCLOSURE	1	LS	\$51,750.00	\$51,750.00
66	LIFT STATION	1	LS	\$57,500.00	\$57,500.00
67	STORMCEPTOR-OIL/WATER SEPARATOR	1	LS	\$48,530.00	\$48,530.00
68	BOX HANGAR ("HANGAR 20")	1	LS	\$1,905,266.94	\$1,905,266.94
	Total				\$4,295,703.54
ADDITIVE BID 1:					
1	Box Hangar (Hangar 21")	1	LS	\$1,905,266.94	\$1,905,266.94
	Total				\$1,905,266.94

PUBLIC HEARING 2.1

Adopt Tentative Millage

First Reading **ORDINANCE NO. 1506-25 - "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ZEPHYRHILLS, FLORIDA, LEVYING THE MILLAGE RATE FOR FISCAL YEAR 2025-2026 FOR THE CITY OF ZEPHYRHILLS."**

- A. Council President opens Public Hearing
- B. Council President closes Public Hearing
- C. City Council considers Ordinance No. 1506-25 on the First Reading

Issue:

At the July 28, 2025 City Council meeting, Council voted to set the preliminary millage rate at 6.25. The preliminary rate can be decreased prior to final adoption, but cannot be increased. The certified taxable value is \$1,783,872,087. With a 6.25 millage rate, ad valorem tax revenue in the General Fund is budgeted at \$10,591,741, an increase of \$1,279,244 from the \$9,312,497 budgeted for Fiscal Year 2025.

Background:

The State of Florida regulates the manner in which local governments set millage rates. There will be two public hearings concerning the millage rate.

Attachment(s):

1. Ordinance 1506-25 - Adopt Millage

Fiscal Impact:

Setting the millage rate at 6.25 will generate \$10,591,741 of ad valorem tax revenue for the General Fund.

Staff Recommendation:

The staff recommends the approval of the 6.25 millage rate on the first reading.

ORDINANCE NO.: 1506-25

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ZEPHYRHILLS, FLORIDA, LEVYING THE MILLAGE RATE FOR FISCAL YEAR 2025-2026 FOR THE CITY OF ZEPHYRHILLS.

WHEREAS, the City Council of the City of Zephyrhills, Florida, has timely advised the Pasco County Property Appraiser's office that it proposed to levy a millage rate of 6.25 mills, which is more than the rolled back rate of 6.0848 mills computed pursuant to Florida Statute 200.065(1) by 2.71%; and

WHEREAS, the City Council of the City of Zephyrhills, Florida did on September 8, 2025 conduct a Public Hearing and a second Public Hearing on September 22, 2025, and following the second Public Hearing, did adopt a tentative budget of One Hundred and Thirty Five Million Nine Hundred Eleven Thousand Three hundred and Eighty Dollars and No Cents (\$135,911,380).

WHEREAS, the City Council of the City of Zephyrhills, Florida did advertise on September 19, 2025, its intent to adopt a final budget and millage rate during a Public Hearing held September 22, 2025; and

WHEREAS, the City Council of the City of Zephyrhills, Florida, did after receiving input from the general public, adopt a final budget of One Hundred and Thirty Five Million Nine Hundred Eleven Thousand Three hundred and Eighty Dollars and No Cents (\$135,911,380).

NOW THEREFORE BE IT ORDAINED by the City Council of the City of Zephyrhills, Florida, sitting in regular session that:

1. The millage rate to be levied for ad valorem taxes within the municipality of the City of Zephyrhills for the 2025-2026 fiscal year shall be 6.25 mills.
2. This Ordinance shall become effective upon passage on the second reading and signing by the Mayor.

The foregoing Ordinance No. 1506-25 was read and passed on the first reading, following a public hearing, in an open and regular meeting of the City Council of the City of Zephyrhills, Florida, on this 8th day of September, 2025.

Attest: _____
Ricardo Quiñones, City Clerk

Charles E. Proctor, Council President

The foregoing Ordinance No. 1506-25 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 22nd day of September, 2025.

Attest: _____
Ricardo Quiñones, City Clerk

Charles E. Proctor, Council President

The foregoing Ordinance No. 1506-25 was approved by me this 22nd day of September, 2025.

Melonie Bahr Monson, Mayor

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

Matthew E. Maggard, City Attorney

PUBLIC HEARING 2.2

Adopt Tentative Budget

First Reading **ORDINANCE NO. 1507-25 - "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ZEPHYRHILLS, FLORIDA, ADOPTING A BUDGET FOR THE 2025-2026 FISCAL YEAR."**

- A. Council President opens Public Hearing
- B. Council President closes Public Hearing
- C. City Council considers Ordinance No. 1507-25 on the First Reading

Issue:

Approval of FY 25/26 Budget

Background:

Attachment(s):

- 1. Ordinance 1507-25 - Adopt Budget
- 2. FY 2026 Proposed Budget

Fiscal Impact:

Staff Recommendation:

The staff recommends the approval of Budget Ordinance 1507-25.

ORDINANCE NO.: 1507-25

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ZEPHYRHILLS, FLORIDA, ADOPTING A BUDGET FOR THE 2025-2026 FISCAL YEAR.

WHEREAS, the City Council of the City of Zephyrhills, Florida, adopted a tentative budget in the amount of One Hundred and Thirty Five Million Nine Hundred Eleven Thousand Three hundred and Eighty Dollars and No Cents (\$135,911,380).

WHEREAS, the City Council of the City of Zephyrhills, Florida has scheduled a Public Hearing and timely advertised, according to law, a Public Hearing on the budget rate for the purpose of receiving input from the general public and the purpose of answering any and all questions prior to the adoption of any measure by this governing body pertaining thereto; and

WHEREAS, the City Council of the City of Zephyrhills, Florida has concluded the Public Hearing and considered all comments.

NOW THEREFORE BE IT ORDAINED by the City Council of the City of Zephyrhills, Florida, sitting in regular session that:

1. The proposed budget for the 2025-2026 fiscal year for the municipality of the City of Zephyrhills is hereby adopted in the amount of One Hundred and Thirty Five Million Nine Hundred Eleven Thousand Three hundred and Eighty Dollars and No Cents (\$135,911,380).
2. This Ordinance shall become effective upon passage on the second reading and signing by the Mayor.

The foregoing Ordinance No. 1507-25 was read and passed on the first reading, following a public hearing, in an open and regular meeting of the City Council of the City of Zephyrhills, Florida, on this 8th day of September, 2025.

Attest: _____
Ricardo Quiñones, City Clerk

Charles E. Proctor, Council President

The foregoing Ordinance No. 1507-25 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 22nd day of September, 2025.

Attest: _____
Ricardo Quiñones, City Clerk

Charles E. Proctor, Council President

The foregoing Ordinance No. 1507-25 was approved by me this 22nd day of September, 2025.

Melonie Bahr Monson, Mayor

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

Matthew E. Maggard, City Attorney



City of Zephyrhills Fiscal Year 2025-2026



Proposed Version - 9/08/2025

Last updated 09/04/25

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BUDGET OVERVIEW

Total Budget Summary by Object

Projected Total Revenues

\$135,911,380

▲ \$30,644,878 vs. 2025

Projected Total Expenditures

\$135,911,380

▲ \$30,644,878 vs. 2025

Projected Surplus

\$0

Projected Surplus

Revenues

Budget Carry-Over	\$41,479,573
Debt Proceeds	\$27,276,314
Charges for Services	\$22,302,062
Shared Revenues	\$14,722,484
Ad Valroem Taxes	\$12,319,553
Transfers In	\$1,748,421
Permits, Fees, and Special Assessments	\$5,554,930
Sales and Use Taxes	\$4,858,386
Utilities Service Taxes	\$3,826,690
Interest Earnings	\$1,205,000
Miscellaneous Revenues	\$567,967
Fines and Forfeitures	\$50,000
TOTAL	\$135,911,380

Expenditures

Capital Outlay	\$69,867,917
Personnel Services	\$19,735,948
Budgeted Reserves	\$18,646,738
Operating Expenditures	\$12,922,379
Transfers Out	\$10,198,674
Debt Service	\$4,099,724
Grants & Contributions	\$440,000
TOTAL	\$135,911,380

General Fund - Expenditure Summary by Department

Department	Budget FY24/25	Budget FY25/26
City Council	269,950	333,379
Administration	1,571,756	10,800,192
Legal Council	250,000	275,000
Admin - Economic Development	1,150,000	55,000
Finance	574,065	624,010
Human Resources	1,229,897	1,399,221
Planning	831,180	858,364
Information Technology	932,010	1,030,272
Police	7,102,594	8,069,163
Public Safety Operators	927,843	905,412
Fire	384,342	176,032
Building	1,548,857	947,175
Library	585,594	640,065
Public Works - Equipment Maintenance	590,884	600,752
Public Works - Stormwater Management	204,500	556,500
Public Works - Streets	1,588,959	1,453,766
Public Works - Parks & Facilities Management	1,866,654	28,650,276
Total	21,609,085	57,374,579

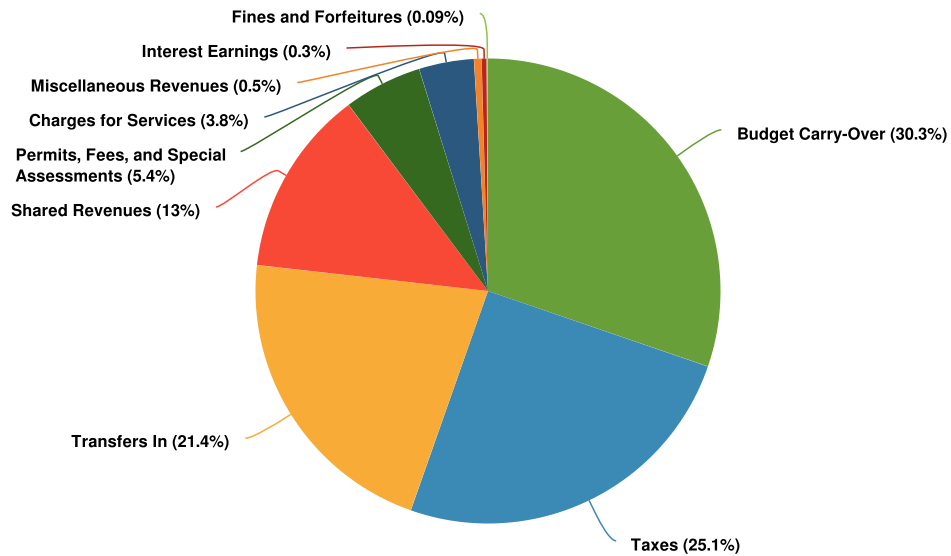
DEPARTMENTS

General Fund



General Fund
Org Code: 0100*

General Fund - Revenues by Source

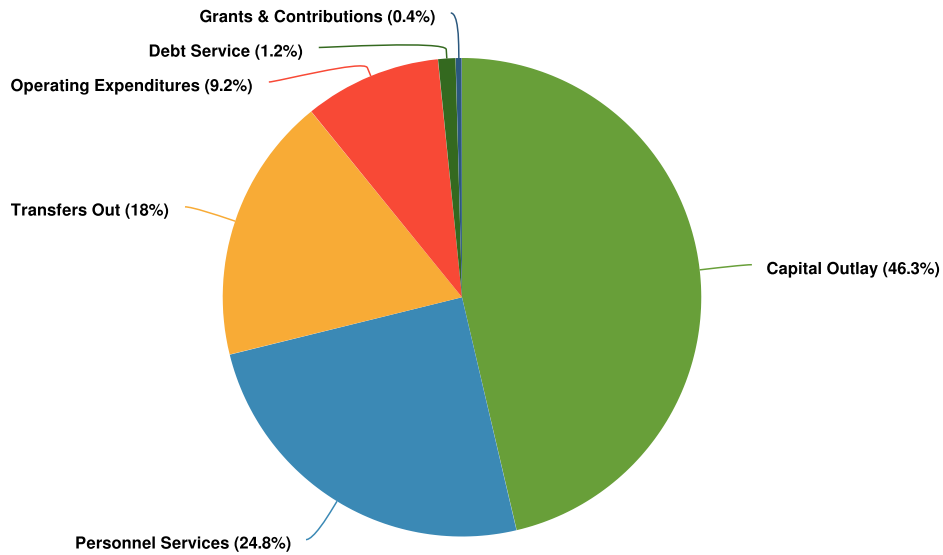


Name	ERP Code	FY2025 Original Budget	FY2026 Budgeted
Revenue Source			
Budget Carry-Over			
C/O Balance	01000300-300100	\$500,000	\$13,298,436
Budget Carryover	01010300-300100	\$4,107	\$0
Budget Carryover	01040300-300100-	\$55,611	\$0
Budget Carryover	01100300-300100	\$0	\$4,010,411
Budget Carryover	01147100-300100-	\$53,516	\$59,718
Total Budget Carry-Over:		\$613,234	\$17,368,565
Taxes			
Ad Valorem Taxes			
Property Taxes	01000311-311000	\$9,312,497	\$10,591,741
Total Ad Valorem Taxes:		\$9,312,497	\$10,591,741
Utilities Service Taxes			
Utility Tax Electric	01000314-314100	\$2,520,768	\$2,667,950
Utility Tax Propane	01000314-314800	\$20,000	\$25,000

Name	ERP Code	FY2025 Original Budget	FY2026 Budgeted
Communications Service Tax	01000315-315000-	\$1,012,949	\$1,050,740
Business Tax	01000316-316000-	\$92,000	\$83,000
Total Utilities Service Taxes:		\$3,645,717	\$3,826,690
Total Taxes:		\$12,958,214	\$14,418,431
Permits, Fees, and Special Assessments			
Building Permits	01000322-322000	\$900,000	\$1,000,000
Franchise Fees Electric	01000323-323100	\$1,958,769	\$2,063,030
Franchise Fees Gas	01000323-323400-	\$6,000	\$7,000
Plans Review Fire	01000329-329004	\$7,000	\$5,000
Inspections Fire	01000329-329006	\$4,000	\$2,500
Permits Fire	01000329-329008-	\$18,000	\$20,000
Safety Inspections	01000329-329200-	\$400	\$400
Tree Mitigation	01110329-329110	\$20,000	\$25,000
Total Permits, Fees, and Special Assessments:		\$2,914,169	\$3,122,930
Shared Revenues			
Federal Grant - CDBG - Zephyr Park	01000331-331390-24P08	\$0	\$5,000,000
St Rev Sharing Cig/Motor Fuel	01000335-335120-	\$708,000	\$724,152
Mobile Home License	01000335-335140	\$155,000	\$157,000
Alcoholic Beverage License	01000335-335150	\$18,000	\$17,000
Local Govt Half Cent Tax	01000335-335180-	\$1,564,000	\$1,546,803
Total Shared Revenues:		\$2,445,000	\$7,444,955
Charges for Services			
Building Administrative Fees	01000341-341200-	\$25,000	\$30,000
ZPD Extra Duty Assignment	01000341-341201-	\$50,000	\$30,000
ZPD MOU Agency Contributions	01000341-341202-	\$35,000	\$20,000
City 1% Fee-TIF	01000341-341301	\$10,000	\$10,000
Sif 1 Or 2 1/2 % Admin Fee	01000341-341302-	\$10,000	\$20,000
5% Adm Fee Police/Fire Imp Fee	01000341-341303-	\$10,000	\$25,000
Transfer Fr Utility Fund	01000341-341341	\$1,642,800	\$1,705,673
Transfer Fr Airport Fund	01000341-341342	\$20,000	\$20,000
Transfer Fr Sanitation Fund	01000341-341343	\$330,000	\$330,000
Code Enforcement Mowing	01000343-343900	\$5,000	\$5,000
Outside Services	01000349-349100-	\$300	\$300
Total Charges for Services:		\$2,138,100	\$2,195,973
Fines and Forfeitures			
Fines and Forfeitures-County	01000351-351100-	\$45,000	\$45,000
Library Income Fines/Gifts/Mem	01000352-352100	\$1,000	\$1,000
Police Education (\$2.00)	01120351-351300-	\$4,000	\$4,000
Total Fines and Forfeitures:		\$50,000	\$50,000
Interest Earnings			

Name	ERP Code	FY2025 Original Budget	FY2026 Budgeted
Interest Income General	01000361-361100	\$200,000	\$200,000
Total Interest Earnings:		\$200,000	\$200,000
Miscellaneous Revenues			
Building / Land Rental	01000362-362200	\$30,000	\$30,000
Surplus Property Sales	01000364-364400	\$50,000	\$50,000
Sale of Surplus Material/Scrap	01000365-365000	\$1,000	\$1,000
Miscellaneous Revenue	01000369-369900-	\$10,000	\$20,000
FDOT Street Lighting Reimb	01000369-369905	\$53,367	\$54,967
Planning Dept. Revenues	01000369-369911-	\$100,000	\$100,000
Library Miscellaneous Sales	01000369-369930-	\$6,000	\$5,000
Cemetery Sales	01070364-364100-	\$40,000	\$40,000
Total Miscellaneous Revenues:		\$290,367	\$300,967
Transfers In			
Debt Proceeds	01000384-384000-	\$0	\$12,214,367
Transfer From General Fund	01040381-381100	\$0	\$58,391
Total Transfers In:		\$0	\$12,272,758
Total Revenue Source:		\$21,609,084	\$57,374,579

General Fund - Expenditures by Expense Type



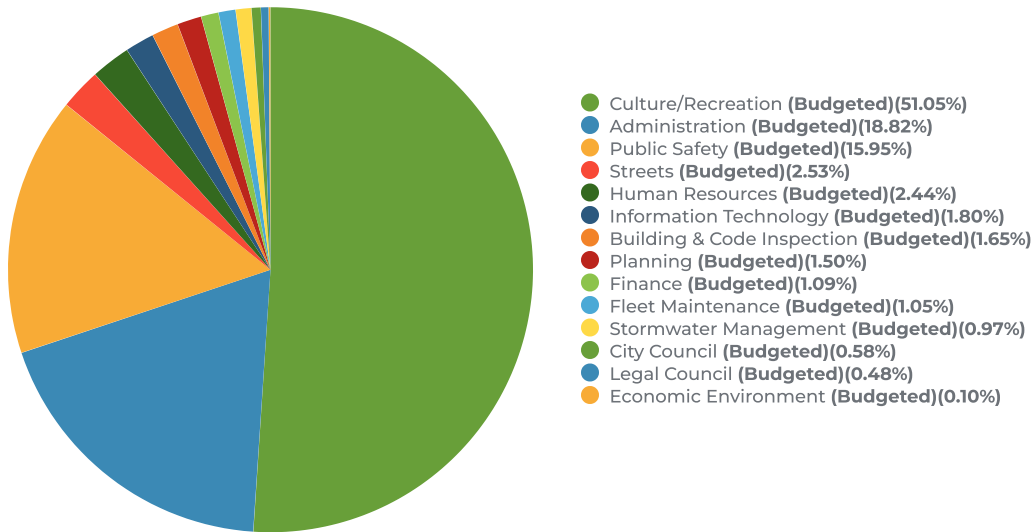
Name	ERP Code	FY2025 Original Budget	FY2026 Budgeted
Expense Objects			
Personnel Services		\$13,331,034	\$14,227,607
Operating Expenditures		\$5,810,883	\$5,303,268
Capital Outlay		\$793,611	\$26,592,758
Debt Service		\$0	\$679,353
Grants & Contributions		\$1,254,000	\$240,000
Transfers Out		\$419,556	\$10,331,593
Total Expense Objects:		\$21,609,084	\$57,374,579

Expenditures by Fund

Name	ERP Code	FY2025 Original Budget	FY2026 Budgeted
General Fund		\$21,499,957	\$57,231,470
PD CAD Reserve		\$55,611	\$58,391
Tree Mitigation		\$0	\$25,000
Library Donations		\$53,516	\$59,718
Total:		\$21,609,084	\$57,374,579

General Fund - Expenditure Summary by Department

Expenditure Summary by Department



Department	Budget FY24/25	Budget FY25/26
City Council	269,950	333,379
Administration	1,571,756	10,800,192
Legal Council	250,000	275,000
Admin - Economic Development	1,150,000	55,000
Finance	574,065	624,010
Human Resources	1,229,897	1,399,221
Planning	831,180	858,364
Information Technology	932,010	1,030,272
Police	7,102,594	8,069,163
Public Safety Operators	927,843	905,412
Fire	384,342	176,032
Building	1,548,857	947,175
Library	585,594	640,065
Public Works - Equipment Maintenance	590,884	600,752
Public Works - Stormwater Management	204,500	556,500
Public Works - Streets	1,588,959	1,453,766
Public Works - Parks & Facilities Management	1,866,654	28,650,276
Total	21,609,085	57,374,579

City Council



General Fund
Org Code: 01001100

The Mayor and City Council serve as representatives of the electors of the City of Zephyrhills and are responsible for establishing the direction and policies of all affairs of the City.

Their primary duties include exercising legislative leadership and policy to promulgate the laws and ordinances of the City, approving an annual budget to provide for the needs and services of the City, setting policy and direction for the various functions of City government, and appointing citizens to serve on various advisory boards and committees.

Mission Statement

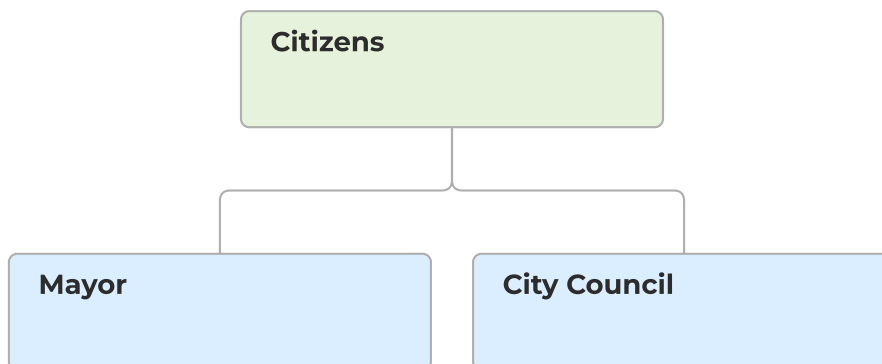
"Zephyrhills is a friendly community which respects and embraces its past and heritage, values the diversity of its residents, and encourages economic growth and development while retaining its small town, neighborly charm."

City Council - Personnel Information

Personnel by Position

Position	FY 2024	FY 2025	FY 2026
Mayor	1	1	1
City Council	5	5	5
Total	6	6	6

City Council



City Council - Expenditures by Expense Type

Name	ERP Code	FY2025 Original Budget	FY2026 Budgeted
Expense Objects			
Personnel Services			
Council/Mayor Compensation	01001100-511000-	\$43,200	\$43,200
Fica Taxes	01001100-521100	\$2,682	\$2,676
Medicare Taxes	01001100-521200	\$630	\$624
Group Health	01001100-523000	\$102,718	\$83,359
Workers Comp Insurance	01001100-524000	\$1,020	\$1,020
Total Personnel Services:		\$150,250	\$130,879
Operating Expenditures			
Telephone & Data Communication	01001100-541000-	\$2,200	\$2,500
Office Supplies	01001100-551000-	\$1,000	\$1,000
Operating Supplies	01001100-552000-	\$9,500	\$11,000
Memberships/Dues	01001100-554200	\$8,000	\$8,000
Training	01001100-555500	\$15,000	\$15,000
Total Operating Expenditures:		\$35,700	\$37,500
Grants & Contributions			
Contrib. to Chamber of Comm.	01001100-582100-	\$10,000	\$10,000
Contrib. to YMCA	01001100-582200-	\$50,000	\$50,000
Contrib. to CHIPZ	01001100-582250-	\$0	\$60,000
Scholarship	01001100-582400	\$10,000	\$10,000
Community Youth Grants	01001100-582450	\$14,000	\$35,000
Total Grants & Contributions:		\$84,000	\$165,000
Total Expense Objects:		\$269,950	\$333,379

Administration



General Fund

Org Code: 01001200

Administration includes the Offices of the City Manager, City Clerk, and Public Information Officer.

The City Manager serves at the pleasure of City Council as the City's Chief Administrative Officer. The City Manager is responsible for administering policies established by City Council and overseeing the City's day-to-day activities to provide effective delivery of all municipal services and programs. The City Manager presents recommendations to City Council for policy adoption through ordinance and/or resolution; maintaining a well-trained and motivated workforce; developing and implementing a fiscally responsive annual budget; and delivering a sound public relations program that emphasizes a transparent government operation.

The City Clerk is under the general supervision of the City Manager. This position is a City Charter position which provides services to the Mayor, City Council, City Manager and City staff. The City Clerk's office maintains, records and preserves all official documents and proceedings of the City Council and serves as the Records Management Liaison Officer to the State of Florida archives; provides public notices, prepares and distributes City Council agendas and minutes, provides access to public records, and coordinates the codification and publication of the City's Code of Ordinances. The City Clerk Office qualifies candidates and manages municipal elections. The City Clerk's Office is dedicated to continuing the preservation of the City's history.

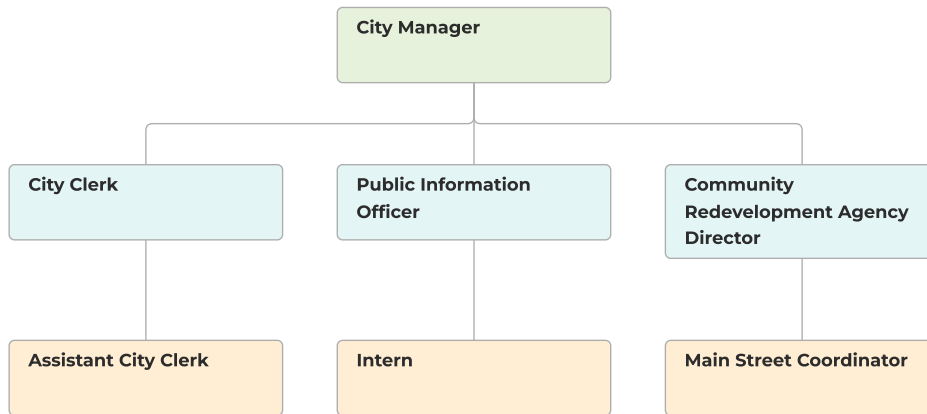
The Public Information Officer is accomplished under the general supervision of the City Manager in collaboration with all departments to promote a positive image of the city while providing educational information to the public and employees. The office develops, implements, and assesses strategic plans and objectives to reach optimum presence and results in the media and the community and provides consultation and support to executive staff on subjects of public information and community relations activities. The Public Information Officer(s), or PIO, serves as the spokesperson for the departments. The office is also responsible for disseminating information through multiple mediums to the public and media, outside agencies, and internally.

Administration - Personnel Information

Personnel by Position

Position	FY 2024	FY 2025	FY 2026
City Manager *	1	1	1
City Clerk *	1	1	1
Deputy City Clerk	1	0	0
Public Information Officer *	1	1	1
Main Street Event Coordinator	1	1	1
Assistant City Clerk	0	1	1
Intern PT	1	1	1
Total	6	6	6

Administration



Administration - Expenditures by Expense Type

Name	ERP Code	FY2025 Original Budget	FY2026 Budgeted
Expense Objects			
Personnel Services			
Salaries	01001200-512000	\$431,078	\$455,770
Overtime Administration	01001200-514000	\$1,000	\$1,000
Fica Taxes	01001200-521100-	\$26,730	\$28,259
Medicare Taxes	01001200-521200	\$6,254	\$6,609
Retirement Contributions	01001200-522100	\$90,404	\$113,412
Group Health	01001200-523000	\$96,337	\$108,268
Workers Comp Insurance	01001200-524000	\$10,162	\$10,740
Total Personnel Services:		\$661,965	\$724,058
Operating Expenditures			
Elections	01001200-530000	\$10,500	\$10,500
Additional Legal Services	01001200-531050	\$20,000	\$20,000
Medical Services	01001200-531200	\$300	\$1,000
Professional Services	01001200-531500	\$65,000	\$40,000
Credit Card Processing Fees	01001200-533000	\$4,000	\$5,000
Contractual Services	01001200-534000	\$40,000	\$10,000
Ordinance Codification	01001200-537000	\$15,000	\$15,000
Property Taxes	01001200-538000-	\$250	\$250
Telephone & Data Communication	01001200-541000-	\$2,600	\$2,600
Freight and Postage Services	01001200-542000-	\$1,000	\$1,000
Electricity	01001200-543000-	\$60,000	\$60,000
Water & Sewer Expense	01001200-543300	\$6,500	\$5,000
Refuse Removal	01001200-543400	\$2,000	\$1,500
Leases & Rentals	01001200-544000	\$5,000	\$7,500
Copy Machine Leases	01001200-544500	\$5,000	\$5,000
Repair & Maint-Buildings	01001200-546010-	\$4,000	\$4,000
Repair & Maint-Equipment	01001200-546100-	\$1,000	\$1,000
Repair & Maint Vehicles	01001200-546200	\$1,500	\$2,000
Marketing/Publicity	01001200-548000	\$100,000	\$200,000
Legal Ads	01001200-549000	\$6,000	\$6,000
Office Supplies	01001200-551000	\$4,000	\$4,000
Operating Supplies	01001200-552000	\$10,200	\$10,000
Gas & Oil	01001200-552700-	\$2,400	\$2,500
Employee Recognition	01001200-552800	\$35,000	\$35,000
Books & Subscriptions	01001200-554000	\$500	\$500
Safety Committee	01001200-554100	\$1,000	\$1,000
Memberships/Dues	01001200-554200-	\$6,000	\$6,000
Training	01001200-555500	\$10,000	\$12,000
Tuition Reimbursement	01001200-555600	\$10,000	\$17,500
Total Operating Expenditures:		\$428,750	\$485,850

Name	ERP Code	FY2025 Original Budget	FY2026 Budgeted
Capital Outlay			
Building & Building Improvemen	01001200-562000-	\$100,000	\$30,000
Total Capital Outlay:		\$100,000	\$30,000
Transfers Out			
Administrative Transfer to Air	01001200-591420	\$18,740	\$18,740
Budget Contingency	01001200-599100	\$362,300	\$300,000
Fund Balance Reserve	01001200-599200	\$0	\$9,241,544
Total Transfers Out:		\$381,040	\$9,560,284
Total Expense Objects:		\$1,571,755	\$10,800,192

City Attorney

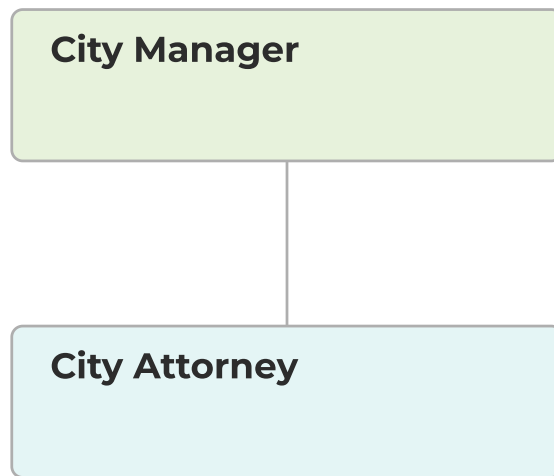
General Fund

Org Code: 01001400

The City Attorney (independent contractor), provides legal counsel to the Mayor, City Council and staff of the City and attends City Council meetings and workshops. The City Attorney represents the City in litigation, collects delinquent taxes, forecloses liens upon real property, prosecutes code enforcement violations, and is the legal advisor to the police and fire departments. The City Attorney prepares/reviews all resolutions, ordinances, contracts, and legal agreements.

City Attorney - Personnel Information

Administration



Economic Development



General Fund

Org Code: 01005200

It is the mission of the Economic Development Department to provide an environment that enhances communication with our economic development community partners, which include Main Street, the Chamber of Commerce, Pasco Economic Development Council, and Pasco County. This coalition of partners shall work together to retain, expand, and attract new businesses through marketing, assistance in site selection, and offering incentives when available. Implement key aspects of the City of Zephyrhills economic development goals and community redevelopment plan.

Economic Development - Expenditures by Expense Type

Name	ERP Code	FY2025 Original Budget	FY2026 Budgeted
Expense Objects			
Operating Expenditures			
Contractual Services	01005200-534000-	\$50,000	\$50,000
Marketing/Publicity	01005200-548000	\$5,000	\$5,000
Total Operating Expenditures:		\$55,000	\$55,000
Grants & Contributions			
Economic Development Grant	01005200-582700	\$1,095,000	\$0
Total Grants & Contributions:		\$1,095,000	\$0
Total Expense Objects:		\$1,150,000	\$55,000

Finance



General Fund

Org Code: 01001350

It is the mission of the Finance Department to account for all transactions of the City using generally accepted accounting principles, to develop, prepare, coordinate, and deliver the annual operating budget, to prepare the Comprehensive Annual Financial Report, schedule the annual audit, to oversee procurement functions, to maintain debt compliance, to maintain fiscal responsibility, and to provide quality information in a timely manner, while maintaining the highest level of ethical professional standards.

The Finance Department is responsible for the proper accounting of all City funds and compliance with all applicable regulations and law as they pertain to fiscal matters. Routine duties include payroll, accounts payable, accounts receivable, fund accounting, single audit reporting and disclosure, Comprehensive Annual Financial Report (CAFR) preparation, centralized purchasing, preparation of applicable State and Federal reports, capital asset reporting, periodic financial reports to management, administering debt service, investment of City funds, and development, preparation, implementation, and control of the approved budget. The department also assists other departments with financial issues that arise during the year.

Finance - Personnel Information

Personnel by Position

Position	FY 2024	FY 2025	FY 2026
Finance Director *	1	1	1
Assistant Finance Director *	0	1	1
Finance Supervisor *	1	0	0
Purchasing Agent	1	1	1
Accounting Specialist	1	1	1
Total	4	4	4

Finance



Finance - Expenditures by Expense Type

Name	ERP Code	FY2025 Original Budget	FY2026 Budgeted
Expense Objects			
Personnel Services			
Salaries	01001350-512000	\$295,342	\$304,254
Fica Taxes	01001350-521100-	\$18,313	\$18,864
Medicare Taxes	01001350-521200	\$4,285	\$4,411
Retirement Contributions	01001350-522100	\$67,666	\$65,228
Group Health	01001350-523000-	\$69,297	\$111,408
Workers Comp Insurance	01001350-524000	\$6,962	\$7,170
Total Personnel Services:		\$461,865	\$511,335
Operating Expenditures			
Medical Services	01001350-531200	\$300	\$1,000
Professional Services	01001350-531500	\$34,000	\$24,000
Auditing	01001350-532000	\$64,500	\$67,725
Telephone & Data Communication	01001350-541000	\$300	\$350
Freight and Postage Services	01001350-542000	\$100	\$100
Office Supplies	01001350-551000	\$1,000	\$1,000
Operating Supplies	01001350-552000	\$4,000	\$4,000
Books & Subscriptions	01001350-554000	\$500	\$1,000
Memberships/Dues	01001350-554200	\$1,500	\$1,500
Training	01001350-555500	\$6,000	\$12,000
Total Operating Expenditures:		\$112,200	\$112,675
Total Expense Objects:		\$574,065	\$624,010

Human Resources



General Fund

Org Code: 01001370

Human Resources (HR) is responsible for managing the people-related aspects and has a focus on the workforce to ensure that we are effectively recruiting, developing, utilizing, and retaining employees. Key responsibilities of HR include recruitment/hiring, training, and development, employee relations, compensation, and benefits. Other duties include participating in Union negotiations, employee wellness, and engagement, overseeing the drug-free workplace program, administering the Federal Medical Leave Act (FMLA), ADA compliance, and other labor law regulations, state laws, and statutes.

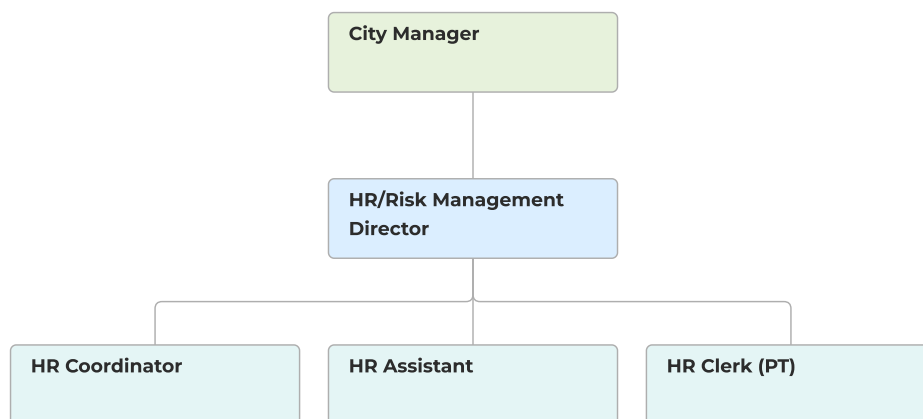
Risk Management (RM) is responsible for identifying, assessing, and mitigating various types of risks that the City may face. RM handles potential risks, all insurance claims, all insurance property renewals, measures to reduce or mitigate identified risks, workers' compensation, risk transfer, safety committee, compliance, and regulations to comply with the organization's standards. Additional duties are responding to unexpected events, crises, and natural disasters.

Human Resources - Personnel Information

Personnel by Position

Position	FY 2024	FY 2025	FY 2026
HR/Risk Management Director *	1	1	1
Human Resources Coordinator	1	1	1
Human Resources Assistant	1	1	1
Human Resources Clerk (PT)	0	0.5	0.5
Total	3	3.5	3.5

Human Resources



Human Resources - Expenditures by Expense Type

Name	ERP Code	FY2025 Original Budget	FY2026 Budgeted
Expense Objects			
Personnel Services			
Salaries	01001370-512000	\$211,381	\$241,469
Fica Taxes	01001370-521100	\$13,107	\$14,971
Medicare Taxes	01001370-521200	\$3,066	\$3,502
Retirement Contributions	01001370-522100-	\$51,646	\$56,413
Group Health	01001370-523000	\$44,214	\$47,952
Group Health Ins-Retirees	01001370-523100	\$278,800	\$290,649
Group Life	01001370-523500	\$9,000	\$9,000
Worker's Comp Insurance	01001370-524000-	\$4,983	\$5,690
Total Personnel Services:		\$616,197	\$669,646
Operating Expenditures			
Medical Services	01001370-531200	\$3,200	\$4,000
Professional Services	01001370-531500	\$20,000	\$20,000
Telephone & Data Communication	01001370-541000	\$1,700	\$1,700
Freight and Postage Services	01001370-542000	\$1,000	\$1,100
Copy Machine Leases	01001370-544500-	\$1,800	\$1,800
Property & Casualty Insurance	01001370-545000	\$556,000	\$0
Recruiting Advertising	01001370-549100	\$5,000	\$5,000
Office Supplies	01001370-551000-	\$800	\$800
Operating Supplies	01001370-552000-	\$4,000	\$4,000
Safety Committee	01001370-554100	\$1,100	\$1,100
Memberships/Dues	01001370-554200	\$1,500	\$1,875
Training	01001370-555500	\$7,600	\$11,000
City Wide Training	01001370-555550	\$10,000	\$10,000
Total Operating Expenditures:		\$613,700	\$62,375
Transfers Out			
Transfer to Internal Service Fund	01001370-591511	\$0	\$667,200
Total Transfers Out:		\$0	\$667,200
Total Expense Objects:		\$1,229,897	\$1,399,221

Planning



General Fund

Org Code: 01001500

The Planning Department plays a vital role in guiding the city's growth, ensuring that development is orderly, sustainable, and aligned with the city's vision, goals, and policies. The department's staff is committed to enhancing the community's quality of life through well-designed, physically integrated, environmentally sustainable, and economically resilient places. The Planning Department also advises the City Manager, City Council, and the general public on planning and regulatory development issues.

Key departmental functions include:

- ***Long-Range Planning:*** Developing and maintaining the City's Comprehensive Plan and formulating strategic initiatives to address future opportunities and challenges.
- ***Development Review:*** Analyzing applications for Future Land Use Map and Zoning Atlas amendments, site development plans, and subdivision plans to ensure compliance with the Comprehensive Plan and Land Development Code. Coordinating the permitting process for new developments, redevelopments, and change of use requests and managing variances, conditional uses, and special exceptions to meet all legal and regulatory requirements.
- ***Internal and External Agency Coordination:*** Collaborating with City departments and agency stakeholders to ensure coordinated and comprehensive planning and implementation for aspects of development.
- ***Community Engagement:*** Actively involving residents, businesses, and other stakeholders in planning processes to help shape a city that reflects the desires of the community and enhances overall livability.
- ***Economic Development:*** Supporting economic growth by working with businesses, developers, and other economic development partners to promote local investment and job creation.
- ***Historic Preservation:*** Administering programs to preserve historic structures and neighborhoods, including managing design guidelines and incentives for preservation.
- ***Urban Design:*** Enhancing the aesthetic quality and functionality of streetscapes and other spaces through urban design initiatives, contributing to a more attractive and cohesive urban environment.
- ***GIS:*** Working collaboratively with all City Departments in creating / updating data a comprehensive Map Series.

Planning - Personnel Information

Personnel by Position

Position	FY 2024	FY 2025	FY 2026
Planning Director *	1	1	1
Principal Planner *	1	1	1
GIS Technician/Community Planner	1	1	1
Community Planner	1	1	1
Planning Support Specialist	1	1	1
Total	5	5	5

Planning



Planning - Expenditures by Expense Type

Name	ERP Code	FY2025 Original Budget	FY2026 Budgeted
Expense Objects			
Personnel Services			
Salaries	01001500-512000	\$362,549	\$380,155
Fica Taxes	01001500-521100	\$22,480	\$23,569
Medicare Taxes	01001500-521200-	\$5,260	\$5,512
Retirement Contributions	01001500-522100	\$59,293	\$64,157
Group Health	01001500-523000-	\$42,251	\$57,512
Workers Comp Insurance	01001500-524000	\$8,547	\$8,959
Total Personnel Services:		\$500,380	\$539,864
Operating Expenditures			
Medical Services	01001500-531200	\$300	\$1,000
Professional Services	01001500-531500	\$215,000	\$200,000
Contractual Services	01001500-534000-	\$500	\$500
Telephone & Data Communication	01001500-541000-	\$2,000	\$2,000
Freight and Postage Services	01001500-542000	\$1,000	\$1,000
Copy Machine Leases	01001500-544500	\$2,500	\$2,500
Legal Ads	01001500-549000	\$3,000	\$2,000
Office Supplies	01001500-551000	\$2,500	\$3,000
Operating Supplies	01001500-552000	\$0	\$2,000
Sustainability Program	01001500-552650	\$10,000	\$10,000
Books & Subscriptions	01001500-554000-	\$500	\$500
Memberships/Dues	01001500-554200-	\$2,500	\$3,000
Training	01001500-555500-	\$16,000	\$16,000
Total Operating Expenditures:		\$255,800	\$243,500
Grants & Contributions			
Historical Preservation	01001500-582500-	\$75,000	\$75,000
Total Grants & Contributions:		\$75,000	\$75,000
Total Expense Objects:		\$831,180	\$858,364

Information Technology



General Fund

Org Code: 01001600

It is the mission of the Information Technology Division to meet the ever-changing technology needs of its users, within an integrated network environment comprised of many locations and functions. The division will continually strive to improve the network and the computer environment, of the end user and our stakeholders, through research and use of new technology for overall effective and efficient use of City resources, while limiting the need for specialized and expensive consultative support.

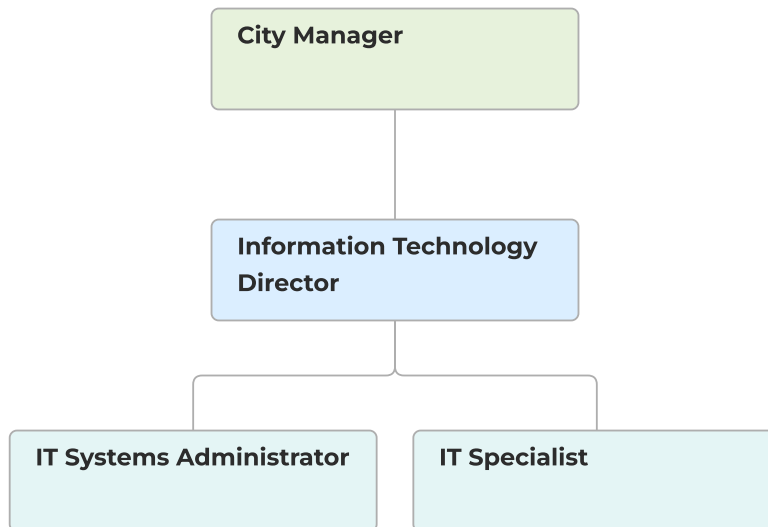
The Information Technology Division is responsible for researching, evaluating, purchasing, installing, and maintaining all City-owned computer related equipment and software. While maintaining an emphasis on customer service, the division provides technology support and training to all City departments and staff.

Information Technology - Personnel Information

Personnel by Position

Position	FY 2024	FY 2025	FY 2026
IT Director *	1	1	1
IT Systems Administrator	1	1	1
IT Specialist	1	2	2
Total	3	4	4

Information Technology



Information Technology - Expenditures by Expense Type

Name	ERP Code	FY2025 Original Budget	FY2026 Budgeted
Expense Objects			
Personnel Services			
Salaries	01001600-512000	\$273,643	\$309,655
Fica Taxes	01001600-521100-	\$16,968	\$19,199
Medicare Taxes	01001600-521200-	\$3,970	\$4,490
Retirement Contributions	01001600-522100-	\$66,259	\$67,024
Group Health	01001600-523000-	\$60,971	\$71,356
Workers Comp Insurance	01001600-524000-	\$6,451	\$7,298
Total Personnel Services:		\$428,262	\$479,022
Operating Expenditures			
Medical Services	01001600-531200	\$300	\$1,000
Professional Services	01001600-531500	\$35,000	\$35,000
Prof Ser - Software & Support	01001600-531700	\$387,198	\$413,000
Telephone & Data Communication	01001600-541000	\$6,500	\$6,500
Freight and Postage Services	01001600-542000	\$500	\$500
Repair & Maint-Equipment	01001600-546100	\$10,000	\$10,000
Office Supplies	01001600-551000-	\$250	\$250
Operating Supplies	01001600-552000	\$250	\$250
Gas & Oil	01001600-552700	\$350	\$350
Software	01001600-552900	\$10,000	\$10,000
Computers	01001600-552950	\$20,000	\$25,000
Computer Supplies & Peripheral	01001600-552951-	\$9,000	\$10,000
Memberships/Dues	01001600-554200-	\$400	\$400
Training	01001600-555500-	\$24,000	\$24,000
Total Operating Expenditures:		\$503,748	\$536,250
Capital Outlay			
Machinery and Equipment	01001600-564000-	\$0	\$15,000
Total Capital Outlay:		\$0	\$15,000
Total Expense Objects:		\$932,010	\$1,030,272

Police



General Fund

Org Code: 01002100

The City of Zephyrhills Police Department (ZPD) serves ever aware of the following mission statement:

*"The Zephyrhills Police Department mission is to protect the lives, property, and rights of all people as well as provide quality **service** with **respect** and **dignity**."*

At full staff, ZPD is comprised of 47 sworn officers plus 16 civilian support staff. ZPD is a full-service law enforcement agency serving a resident population of over 20,000 people with a large influx of seasonal visitors who make Zephyrhills their winter home. The Department recognizes its core values as the following:

CORE VALUES

RESPECT: Embrace individual character, personality, lifestyle, culture, ethnicity, and uniqueness as well as honor diverse life and work styles. We operate in a spirit of cooperation and value human dignity; however, expect the same consideration in return.

HONOR: Always act with the utmost integrity, and be honest and truthful. Enforce the laws equally and without bias. Hold yourself and other members to the highest ethical standards.

INTEGRITY: We place the highest value on honesty and adherence to a strict code of ethics; we will always engage in behavior beyond ethical reproach to maintain public confidence.

SERVICE: Putting responsibilities before self-interest, performing duties to meet the needs of others, promoting partnerships to identify and solve problems, doing what is right for the community.

KNOWLEDGE: We seek truth, awareness, and understanding through investigation, education, and experience.

DIGNITY: Always consider the right of a person to be valued and respected for his or her own sake, and to be treated ethically.

TEAMWORK: Teamwork is essential to the successful operation of the Department. The team must include all employees working in partnership with each other and the community to attain our goals.

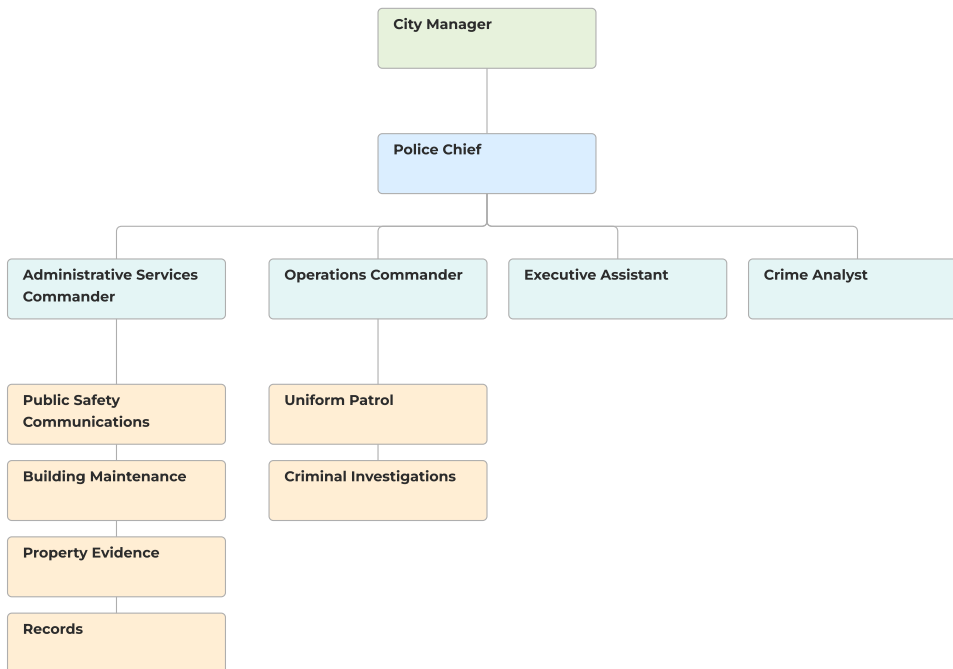
The Zephyrhills Police Department's mission statement is influenced by the principles of community-oriented policing. Community policing is a collaborative effort between the police department and the community that identifies crime and disorder problems and involves all elements of the population in the search for solutions to these problems. It is founded on close, mutually beneficial ties between police and community members. Effective community policing has a positive impact on reducing neighborhood crime, helping to overcome the fear of crime, and enhancing the community's quality of life. It accomplishes these things by combining the police, local government, and community members' efforts and resources. The Zephyrhills Police Department has adopted a community policing philosophy and will act as a facilitating agency in resolving problems that face our community by utilizing community-wide resources.

Police - Personnel Information

Personnel by Position

Position	FY 2024	FY 2025	FY 2026
Police Chief *	1	1	1
Police Lieutenant *	2	2	2
Police Sergeant	5	5	5
Detective/Patrol Officer/K-9/Trainee	36	38	38
Patrol Officer Trainee	1	1	1
Executive Assistant	1	1	1
Crime Scene Technician	1	1	1
Crime Analyst	1	1	1
Certified Evidence Specialist	1	1	1
Building Maintenance Specialist II	1	1	1
Records Clerk	2	2	2
Total	52	54	54

Police



Police - Expenditures by Expense Type

Name	ERP Code	FY2025 Original Budget	FY2026 Budgeted
Expense Objects			
Personnel Services			
Salaries	01002100-512000-	\$3,442,291	\$3,888,075
Salaries-Extra Duty Assignment	01002100-512100	\$50,000	\$50,000
Overtime Police	01002100-514000-	\$150,000	\$208,000
Overtime Investigations	01002100-514030	\$5,500	\$0
Fica Taxes	01002100-521100	\$209,961	\$237,239

Name	ERP Code	FY2025 Original Budget	FY2026 Budgeted
Medicare Taxes	01002100-521200	\$49,120	\$55,484
Retirement Contributions	01002100-522100	\$1,060,847	\$1,289,012
Group Health	01002100-523000	\$874,734	\$1,035,370
Workers Comp Insurance	01002100-524000-	\$79,823	\$90,172
Total Personnel Services:		\$5,922,276	\$6,853,352
Operating Expenditures			
K-9 Veterinary Services	01002100-531100-	\$6,000	\$6,000
Medical Services	01002100-531200-	\$20,000	\$20,000
Professional Services	01002100-531500-	\$70,000	\$85,000
Credit Card Processing Fees	01002100-533000	\$1,500	\$1,500
Contractual Services	01002100-534000	\$50,950	\$67,220
Ordinance Infraction Costs	01002100-534150-	\$200	\$200
Animal Control	01002100-534200-	\$170,000	\$185,000
Investigations	01002100-535000-	\$21,000	\$21,000
Police Supplies	01002100-535100	\$24,300	\$30,000
Telephone & Data Communication	01002100-541000-	\$60,000	\$60,000
Freight and Postage Services	01002100-542000	\$1,500	\$1,500
Electricity	01002100-543000	\$85,000	\$85,000
Water & Sewer Expense	01002100-543300	\$18,150	\$18,150
Refuse Removal	01002100-543400-	\$5,500	\$5,500
Copy Machine Leases	01002100-544500-	\$8,400	\$10,800
Repair & Maint-Buildings	01002100-546000	\$20,000	\$30,000
Repair & Maint-Equipment	01002100-546100-	\$16,500	\$25,000
Repair & Maint Vehicles	01002100-546200	\$75,000	\$75,000
Office Supplies	01002100-551000	\$8,250	\$8,250
Operating Supplies	01002100-552000-	\$17,325	\$18,191
Uniforms	01002100-552100-	\$36,750	\$65,000
Bullet Proof Vests	01002100-552170-	\$34,000	\$28,000
Firearms & Accessories	01002100-552180	\$39,200	\$23,800
K-9 Supplies	01002100-552250	\$4,043	\$4,000
Tools & Small Equipment	01002100-552300	\$49,550	\$64,500
Gas & Oil	01002100-552700-	\$193,200	\$193,200
Memberships/Dues	01002100-554200-	\$4,000	\$4,000
Training	01002100-555500	\$70,000	\$70,000
Total Operating Expenditures:		\$1,110,318	\$1,205,811
Capital Outlay			
Buildings/Bldg Improvements	01002100-562000	\$70,000	\$10,000
Total Capital Outlay:		\$70,000	\$10,000
Total Expense Objects:		\$7,102,594	\$8,069,163

Public Safety Operators



General Fund

Org Code: 01002150

Public Safety Operators play a crucial role in supporting law enforcement and public safety efforts. They serve as the primary communication link for on-duty officers, providing critical information and support. They operate base units and access information system networks to manage data related to warrants, driver's licenses, and vehicle registrations. Operators enter information about missing persons and stolen property into the NCIC/FCIC computer systems and handle requests from outside agencies. They write and manage minor reports that don't require on-scene investigation or follow-up. They respond to citizen complaints and act as the initial point of contact for Public Works outside of regular business hours. They monitor in-house and city-wide security systems to enhance public safety and respond to incidents as needed.

Public Safety Operators - Personnel Information

Personnel by Position

Position	FY 2024	FY 2025	FY 2026
Public Safety Supervisor	1	1	1
Public Safety Operator	9	6.5	6.5
Total	10	7.5	7.5

Public Safety Operators



Public Safety Operators - Expenditures by Expense Type

Name	ERP Code	FY2025 Original Budget	FY2026 Budgeted
Expense Objects			
Personnel Services			
Salaries	01002150-512000-	\$398,609	\$368,937
Overtime	01002150-514000-	\$75,000	\$75,000
Fica Taxes	01002150-521100	\$24,717	\$22,873
Medicare Taxes	01002150-521200	\$5,784	\$5,349
Retirement Contributions	01002150-522100	\$54,334	\$51,764
Group Health	01002150-523000-	\$178,390	\$130,012
Workers Comp Insurance	01002150-524000	\$9,398	\$8,695
Total Personnel Services:		\$746,232	\$662,630
Operating Expenditures			
Contractual Services	01002150-534000	\$122,000	\$122,000
Training	01002150-555500-	\$4,000	\$4,000
Total Operating Expenditures:		\$126,000	\$126,000
Capital Outlay			
Machinery & Equipment	01042100-564000	\$55,611	\$58,391
Total Capital Outlay:		\$55,611	\$58,391
Transfers Out			
Transfer to Other Fund	01002150-591000	\$0	\$58,391
Total Transfers Out:		\$0	\$58,391
Total Expense Objects:		\$927,843	\$905,412

Fire



General Fund

Org Code: 01002200

Zephyrhills Fire Rescue has protected our community for over 100 years, starting as an all-volunteer department. On September 27, 2020, marked a new chapter in the city with the merger of Zephyrhills Fire Rescue and Pasco County Fire Rescue. Part of the added benefits of the merger with Pasco County Fire Rescue is that Zephyrhills' residents now have increased staffing levels. The increased staffing will help with response times inside Zephyrhills and on the East side of Pasco County. Also, each station has one ambulance to provide faster and more efficient care. This merger was a success for both the City of Zephyrhills and Pasco County, working together to provide better service to the City and citizens in this community.

Fire - Expenditures by Expense Type

Name	ERP Code	FY2025 Original Budget	FY2026 Budgeted
Expense Objects			
Operating Expenditures			
Contractual Services	01002200-534000	\$384,342	\$176,032
Total Operating Expenditures:		\$384,342	\$176,032
Total Expense Objects:		\$384,342	\$176,032

Building and Code Enforcement



General Fund

Org Code: 01002400

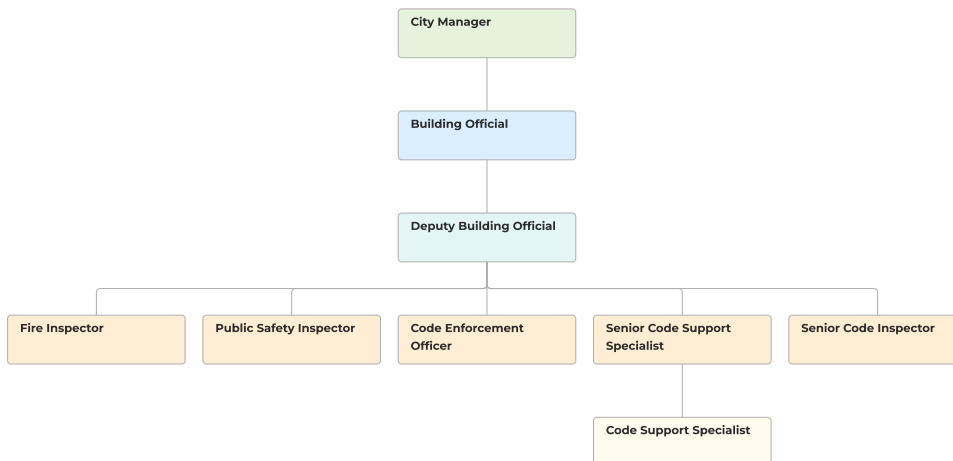
The Building, Code Enforcement and Fire Safety Department issues residential and commercial building permits to the property owners and business owners of the City of Zephyrhills. It also advises applicants about the permitting process, and provides information for all types of customer questions and requests. It reviews building plans and performs inspections to ensure compliance with the Florida Building Code. Code Enforcement staff is dedicated to the enforcement of city and state standards. These standards allow for safe and orderly practices as related to maintenance of all property, whether developed or undeveloped and other related enforcement issues.

Building and Code Enforcement - Personnel Information

Personnel by Position

Position	FY 2024	FY 2025	FY 2026
Building Official *	1	1	1
Deputy Building Official	0	1	0
Senior Code Inspector	1	1	1
Fire Inspector	1	1	1
Public Safety Inspector	1	1	1
Code Enforcement Officer	2	2	2
Senior Code Support Specialist	1	1	1
Code Support Specialist	1	1	2
Total	8	9	9

Building/Code Enforcement



Building and Code Enforcement - Expenditures by Expense Type

Name	ERP Code	FY2025 Original Budget	FY2026 Budgeted
Expense Objects			
Personnel Services			
Salaries	01002400-512000	\$600,026	\$521,338
Overtime	01002400-514000	\$4,000	\$4,000
Fica Taxes	01002400-521100-	\$37,207	\$32,322
Medicare Taxes	01002400-521200-	\$8,705	\$7,560
Retirement Contributions	01002400-522100	\$124,923	\$78,945
Group Health	01002400-523000	\$202,552	\$143,374
Workers Comp Insurance	01002400-524000	\$14,144	\$12,286
Total Personnel Services:		\$991,557	\$799,825
Operating Expenditures			
Medical Services	01002400-531200	\$300	\$1,000
Professional Services	01002400-531500	\$350,000	\$15,000
Credit Card Processing Fees	01002400-533000	\$100,000	\$10,000
Code Enforcement Costs	01002400-534100-	\$3,300	\$3,300
Telephone & Data Communication	01002400-541000-	\$5,000	\$5,000
Freight and Postage Services	01002400-542000	\$3,000	\$4,000
Copy Machine Leases	01002400-544500	\$3,000	\$3,000
Repair & Maint-Equipment	01002400-546100	\$500	\$500
Repair & Maint Vehicles	01002400-546200	\$3,500	\$3,500
Printing & Binding	01002400-547010	\$500	\$500
Legal Ads	01002400-549000-	\$2,000	\$2,000
Office Supplies	01002400-551000	\$2,750	\$2,750
Operating Supplies	01002400-552000	\$3,300	\$3,300
Uniforms	01002400-552100	\$1,650	\$2,000
Tools, Small Equipment	01002400-552300	\$500	\$500
Abatements	01002400-552550	\$10,000	\$10,000
Demolitions	01002400-552660	\$50,000	\$40,000
Gas & Oil	01002400-552700	\$6,000	\$6,000
Software	01002400-552900	\$1,000	\$1,000
Memberships/Dues	01002400-554200	\$1,000	\$1,000
Training	01002400-555500-	\$10,000	\$10,000
Total Operating Expenditures:		\$557,300	\$124,350
Capital Outlay			
Building & Building Improvemen	01002400-562000	\$0	\$23,000
Total Capital Outlay:		\$0	\$23,000
Total Expense Objects:		\$1,548,857	\$947,175

Library



General Fund

Org Code: 01007100

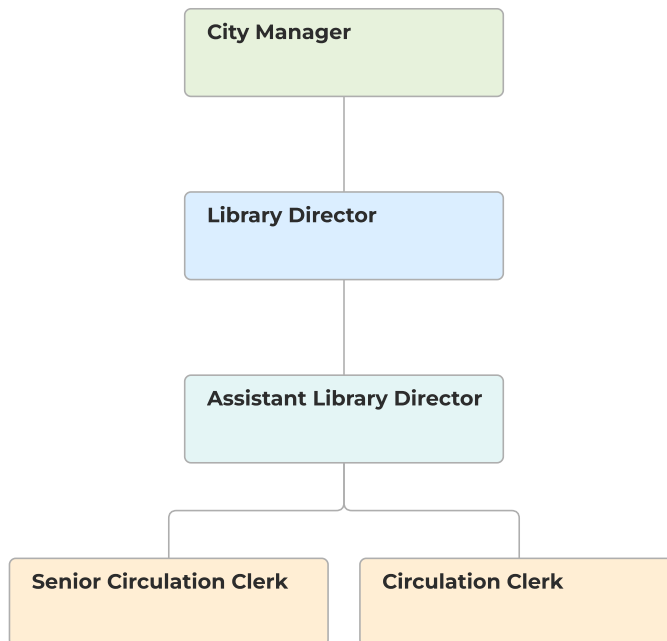
Originally founded in 1912, the Zephyrhills Public Library currently resides downtown in the heart of the community in an 8,463 sq. ft. facility that opened in December 2014. The library's mission is to encourage reading and the use of technology for life-long learning and the enhancement of the community's quality of life. The library provides open and equal access to all of its resources and services. The library offers books, audio books, DVDs, computers, free Wi-Fi, scanning, printing and copier availability as well as a variety of free classes. As a member of the Pasco County Library Cooperative, our patrons also enjoy access to a wide array of electronic databases, audiobooks, e-books, and all of the print and digital resources the county libraries offer.

Library - Personnel Information

Personnel by Position

Position	FY 2024	FY 2025	FY 2026
Library Director *	1	1	1
Assistant Library Director *	1	1	1
Senior Circulation Clerk	1	1	1
Circulation Clerk	2	3	3
Total	5	6	6

Library



Library - Expenditures by Expense Type

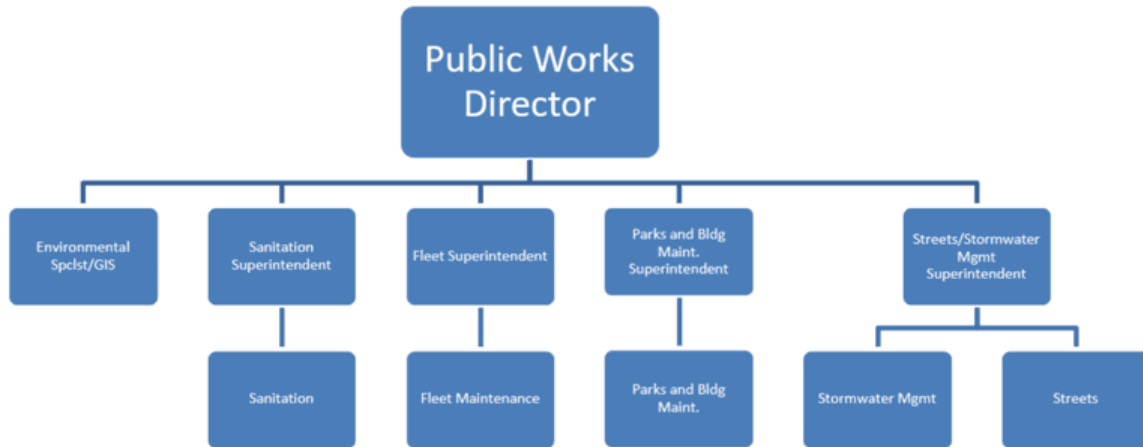
Name	ERP Code	FY2025 Original Budget	FY2026 Budgeted
Expense Objects			
Personnel Services			
Salaries	01007100-512000-	\$290,455	\$320,494
Fica Taxes	01007100-521100	\$18,010	\$19,871
Medicare Taxes	01007100-521200	\$4,214	\$4,648
Retirement Contributions	01007100-522100-	\$60,791	\$62,650
Group Health	01007100-523000	\$49,136	\$46,808
Workers Comp Insurance	01007100-524000	\$6,847	\$7,551
Total Personnel Services:		\$429,453	\$462,022
Operating Expenditures			
Medical Services	01007100-531200	\$300	\$1,000
Contractual Services	01007100-534000-	\$5,000	\$5,000
Telephone & Data Communication	01007100-541000-	\$11,500	\$11,500
Freight and Postage Services	01007100-542000-	\$125	\$125
Electricity	01007100-543000	\$19,000	\$19,000
Water & Sewer Expense	01007100-543300	\$3,000	\$3,000
Copy Machine Leases	01007100-544500	\$2,000	\$2,000
Repair & Maint-Buildings	01007100-546000-	\$3,000	\$3,000
Repair & Maint-Equipment	01007100-546100-	\$2,000	\$2,000
Promotional Advertising	01007100-548000	\$5,000	\$5,000
Educational Programs	01007100-548100-	\$12,000	\$25,000
Office Supplies	01007100-551000-	\$1,500	\$1,500
Operating Supplies	01007100-552000	\$6,000	\$6,000
Memberships/Dues	01007100-554200	\$1,200	\$1,200
Training	01007100-555500	\$5,000	\$5,000
Telephone & Data Communication	01147100-541000	\$0	\$2,000
Marketing/Publicity	01147100-548000	\$0	\$1,000
Educational Programs	01147100-548100	\$0	\$3,000
Operating Supplies	01147100-552000-	\$5,000	\$3,000
Total Operating Expenditures:		\$81,625	\$99,325
Capital Outlay			
Books, Pubs & Library Material	01007100-566000	\$26,000	\$28,000
Library Books & Materials	01147100-566000-	\$10,000	\$5,000
Total Capital Outlay:		\$36,000	\$33,000
Transfers Out			
Budget Reserves	01147100-599100-	\$38,516	\$45,718
Total Transfers Out:		\$38,516	\$45,718
Total Expense Objects:		\$585,594	\$640,065

Public Works



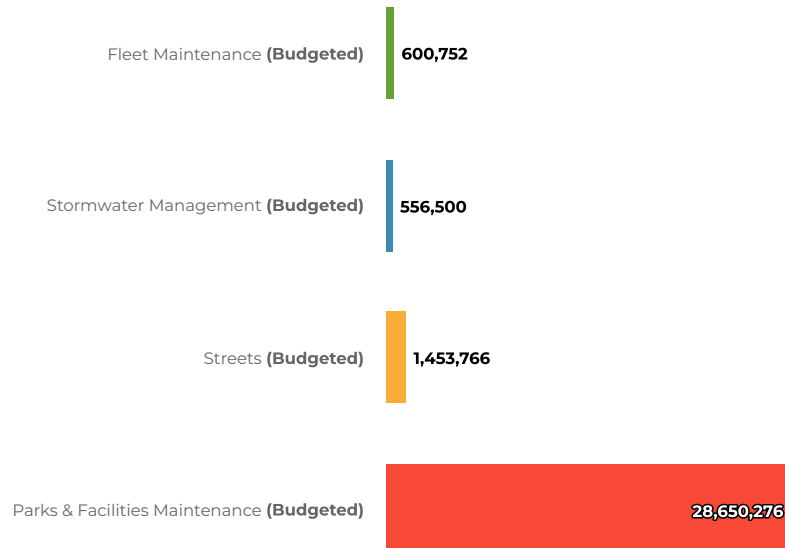
General Fund
Public Works

Organizational Chart



Expenditures Summary by Division

Expenditure Summary by Division



Fleet Maintenance



General Fund

Org Code: 01001900

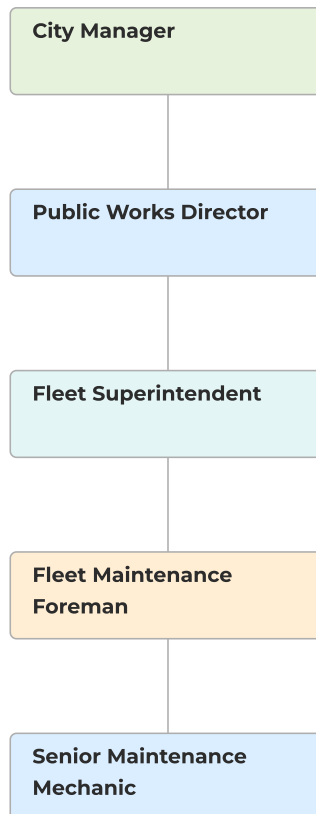
The Fleet Maintenance Division provides maintenance and repairs for all City -owned light and heavy vehicles, construction equipment, mowing equipment and emergency generators. Services offered include preventative maintenance, diagnostics, and corrective repairs along with the purchasing of repair parts, tires, fuel and lubricants. Staff evaluates City-wide vehicle efficiency to aid in the reduction of maintenance, operating and energy-related costs; makes recommendations on the replacement of existing vehicles; and reviews vehicle addition requests to ensure their suitability to the type of work to be performed. All staff mechanics are ASE certified.

Fleet Maintenance - Personnel Information

Personnel by Position

Position	FY 2024	FY 2025	FY 2026
Fleet Superintendent *	1	1	1
Fleet Maintenance Foreman	1	1	1
Senior Maintenance Mechanic	2	2	2
Total	4	4	4

Equipment Maintenance



Fleet Maintenance - Expenditures by Expense Type

Name	ERP Code	FY2025 Original Budget	FY2026 Budgeted
Expense Objects			
Personnel Services			
Salaries	01001900-512000-	\$288,396	\$211,697
Overtime Equipment Maintenance	01001900-514000	\$10,000	\$13,000
Fica Taxes	01001900-521100	\$17,883	\$13,126
Medicare Taxes	01001900-521200	\$4,184	\$3,069
Retirement Contributions	01001900-522100-	\$39,311	\$29,701
Group Health	01001900-523000-	\$89,962	\$88,520
Workers Comp Insurance	01001900-524000-	\$6,798	\$4,989
Total Personnel Services:		\$456,534	\$364,102
Operating Expenditures			
Medical Services	01001900-531200-	\$300	\$1,000
Telephone & Data Communication	01001900-541000	\$3,000	\$3,000
Freight and Postage Services	01001900-542000-	\$150	\$150
Electricity	01001900-543000	\$11,000	\$11,000
Water & Sewer Expense	01001900-543300	\$4,000	\$5,000
Refuse Removal	01001900-543400	\$3,000	\$4,000
Hazardous Waste Disposal	01001900-543420	\$500	\$500
Copy Machine Leases	01001900-544500	\$500	\$600
Repair & Maint-Buildings	01001900-546000	\$8,000	\$8,000
Repair & Maint-Equipment	01001900-546100	\$5,000	\$6,000
Repair & Maint Vehicles	01001900-546200	\$6,500	\$6,500
Operating Supplies	01001900-552000-	\$6,000	\$8,000
Bulk Oil	01001900-552050-	\$2,500	\$2,500
Uniforms	01001900-552100-	\$3,500	\$4,000
Tool Allowance	01001900-552300-	\$18,200	\$18,200
Gas & Oil	01001900-552700	\$6,000	\$10,000
Software	01001900-552900-	\$2,200	\$2,200
Memberships/Dues	01001900-554200-	\$500	\$500
Training	01001900-555500	\$1,500	\$1,500
Total Operating Expenditures:		\$82,350	\$92,650
Capital Outlay			
Building & Building Improvemen	01001900-562000-	\$25,000	\$25,000
Machinery and Equipment	01001900-564000-	\$27,000	\$119,000
Total Capital Outlay:		\$52,000	\$144,000
Total Expense Objects:		\$590,884	\$600,752

Stormwater



General Fund

Org Code: 01003800

The Stormwater Management Division is responsible for the construction, cleaning, maintenance and restoration of the City's stormwater drainage infrastructure. Facilities include stormwater inlets, catch basins, french drains, road-side swales, culverts, conveyance pipes, retention and detention sites, pumping stations and outfalls. All of the City's stormwater systems require regular maintenance and inspections. The City's stormwater system is governed by a federal program: National Pollutant Discharge Elimination System (NPDES).

Stormwater - Expenditures by Expense Type

Name	ERP Code	FY2025 Original Budget	FY2026 Budgeted
Expense Objects			
Operating Expenditures			
Professional Services	01003800-531000	\$50,000	\$400,000
NPDES	01003800-531600-	\$25,000	\$25,000
Refuse Removal & Street Sweepi	01003800-543400	\$4,000	\$6,000
Repair & Maintenance	01003800-546000-	\$120,000	\$120,000
Operating Supplies	01003800-552000-	\$2,000	\$2,000
Training	01003800-555500-	\$3,500	\$3,500
Total Operating Expenditures:		\$204,500	\$556,500
Total Expense Objects:		\$204,500	\$556,500

Streets



General Fund

Org Code: 01004100

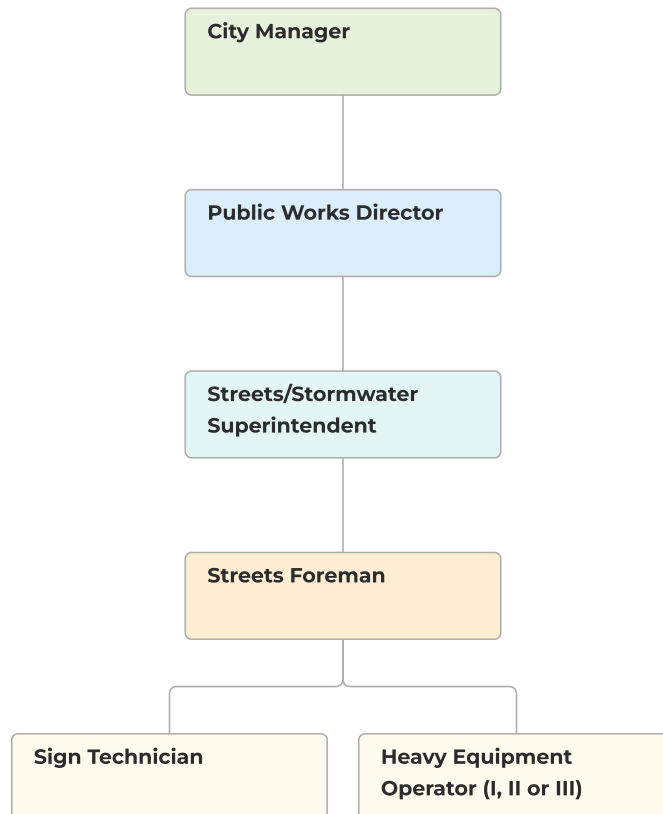
The Street Division is responsible for the maintenance, repairs, construction and improvements to approximately sixty-eight miles of paved roads within the City limits. Additional responsibilities include maintenance of public right-of-ways, sidewalks, curbs, gutters, alleys, the fabrication and maintenance of street signs, pavement markings, tree maintenance, street sweeping, and special event traffic control.

Streets - Personnel Information

Personnel by Position

Position	FY 2024	FY 2025	FY 2026
Public Works Director *	1	1	1
Streets & Stormwater Superintendent *	1	1	1
Streets Foreman	1	1	1
Sign Technician	1	1	1
Heavy Equipment Operator (I, II, or III)	5	5	5
Total	9	9	9

Streets



Streets - Expenditures by Expense Type

Name	ERP Code	FY2025 Original Budget	FY2026 Budgeted
Expense Objects			
Personnel Services			
Salaries	01004100-512000-	\$479,403	\$495,735
Overtime Streets	01004100-514000	\$16,000	\$20,000
Fica Taxes	01004100-521100	\$29,730	\$30,735
Medicare Taxes	01004100-521200	\$6,956	\$7,190
Retirement Contributions	01004100-522100-	\$91,629	\$95,496
Group Health	01004100-523000-	\$145,890	\$164,676
Workers Comp Insurance	01004100-524000	\$11,301	\$11,684
Total Personnel Services:		\$780,909	\$825,516
Operating Expenditures			
Medical Services	01004100-531200-	\$800	\$1,000
Professional Services	01004100-531500	\$62,500	\$62,500
Telephone & Data Communication	01004100-541000	\$3,500	\$3,500
Freight and Postage Services	01004100-542000	\$200	\$200
Electricity	01004100-543000	\$189,000	\$189,000
Street Lighting Electricity	01004100-543100	\$10,000	\$10,000
Water & Sewer Expense	01004100-543300-	\$1,500	\$1,500
Refuse Removal	01004100-543400	\$2,000	\$2,000
Copy Machine Leases	01004100-544500	\$450	\$450
R & M-Buildings	01004100-546000	\$10,000	\$10,000
Repair & Maint-Equipment	01004100-546100	\$40,000	\$40,000
Repair & Maint-Street Sweeper	01004100-546130-	\$20,000	\$20,000
Repair & Maint Vehicles	01004100-546200-	\$20,000	\$20,000
Repair & Maint-Traffic Control	01004100-546850	\$30,000	\$30,000
Office Supplies	01004100-551000-	\$100	\$100
Operating Supplies	01004100-552000-	\$6,500	\$6,500
Uniforms	01004100-552100-	\$6,000	\$6,000
Tools, Small Equipment	01004100-552300-	\$5,000	\$5,000
Gas & Oil	01004100-552700	\$30,000	\$30,000
Street Repair	01004100-553000	\$30,000	\$30,000
Street Marking Signs	01004100-553100	\$25,000	\$25,000
Street Marking-Striping	01004100-553150	\$25,000	\$25,000
Traffic Calming Supplies	01004100-553160	\$25,000	\$25,000
Tree Services	01004100-553200-	\$20,000	\$20,000
Swale Repair/Resodding	01004100-553350-	\$15,000	\$15,000
Sidewalks	01004100-553400	\$10,000	\$10,000
Signal/Rr Crossing Maint	01004100-553500	\$5,000	\$5,000
Memberships/Dues	01004100-554200-	\$500	\$500
Training	01004100-555500	\$10,000	\$10,000
Total Operating Expenditures:		\$603,050	\$603,250

Name	ERP Code	FY2025 Original Budget	FY2026 Budgeted
Capital Outlay			
Buildings/Bldg Improvements	01004100-562000	\$205,000	\$25,000
Total Capital Outlay:		\$205,000	\$25,000
Total Expense Objects:		\$1,588,959	\$1,453,766

Parks and Facilities Management



General Fund

Org Code: 01007200

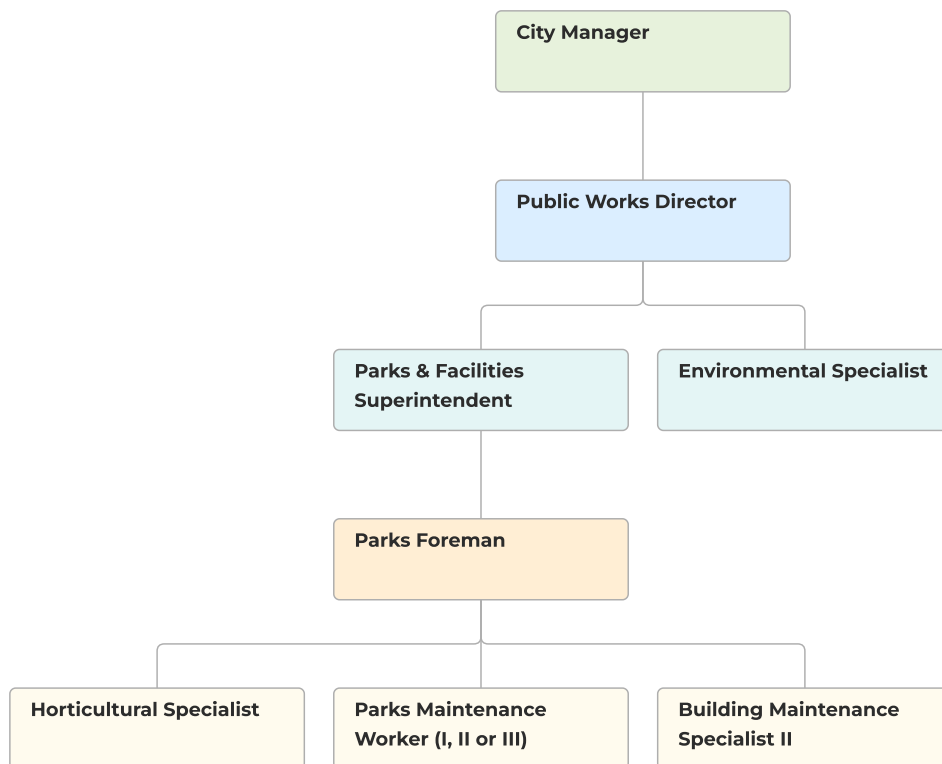
The Parks & Facilities Division is responsible for the maintenance, enhancement, and new construction of all City parks, public buildings, medians, public right of ways, litter control, athletic facilities and Oakside Cemetery. Services include mowing, trimming, landscaping design, installation & maintenance, irrigation maintenance, playground safety inspections, building remodeling, janitorial services, painting, electrical repairs, plumbing repairs, HVAC repairs, carpentry work and new construction. Staff coordinates the use of athletic facilities, administers the summer recreation program, assists with special events and provides set-ups at the Alice Hall Community Center and the Depot Museum for various special events.

Parks and Facilities Management - Personnel Information

Personnel by Position

Position	FY 2024	FY 2025	FY 2026
Parks & Facilities Superintendent *	1	1	1
Environmental Specialist	1	1	1
Parks Foreman	1	1	1
Horticultural Specialist	1	1	1
Building Maintenance Specialist II	2	2	2
Parks Maintenance Worker (I, II or III)	9	11	11
Total	15	17	17

Parks & Facilities Management



Parks and Facilities Management - Expenditures by Expense Type

Name	ERP Code	FY2025 Original Budget	FY2026 Budgeted
Expense Objects			
Personnel Services			
Salaries	01007200-512000	\$712,505	\$759,631
Temporary/Seasonal Wages	01007200-513000	\$20,250	\$20,550
Overtime	01007200-514000	\$12,000	\$20,000
Fica Taxes	01007200-521100-	\$45,446	\$48,372
Medicare Taxes	01007200-521200	\$10,638	\$11,314
Retirement Contributions	01007200-522100	\$105,079	\$106,577
Group Health	01007200-523000	\$261,949	\$220,528
Workers Comp Insurance	01007200-524000-	\$17,287	\$18,384
Total Personnel Services:		\$1,185,154	\$1,205,356
Operating Expenditures			
Medical Services	01007200-531200-	\$800	\$2,000
Contractual Services	01007200-534000	\$8,500	\$8,500
Contractual Svcs-Summer Rec	01007200-534600-	\$25,000	\$25,000
Telephone & Data Communication	01007200-541000-	\$7,500	\$7,500
Freight and Postage Services	01007200-542000-	\$200	\$200
Electricity	01007200-543000	\$34,500	\$34,500
Water & Sewer Expense	01007200-543300	\$52,000	\$52,000
Refuse Removal	01007200-543400	\$12,500	\$18,000
Copy Machine Leases	01007200-544500	\$500	\$500
R & M-Bldgs/Infrastructure	01007200-546000	\$100,000	\$150,000
R & M-Equipment	01007200-546100-	\$20,000	\$20,000
R & M-Water Park/Fountains	01007200-546120	\$30,000	\$40,000
R & M-Vehicles	01007200-546200-	\$15,000	\$15,000
R & M-Landscaping	01007200-546620	\$27,500	\$30,000
R & M-Tree Planting	01007200-546650-	\$5,000	\$5,000
Operating Supplies	01007200-552000-	\$25,000	\$30,000
Uniforms	01007200-552100	\$6,500	\$7,000
Tools, Small Equipment	01007200-552300-	\$10,500	\$10,500
Gas & Oil	01007200-552700	\$20,000	\$20,000
Memberships/Dues	01007200-554200	\$500	\$500
Training	01007200-555500-	\$5,000	\$10,000
R & M-Tree Planting	01117200-546650-	\$0	\$25,000
Total Operating Expenditures:		\$406,500	\$511,200
Capital Outlay			
Buildings/Bldg Improvements	01007200-562000-	\$10,000	\$25,000
Building Improvements - City Yard Complex	01007200-562000-21P07	\$0	\$12,864,367
Infrastructure - Zephyr Park	01007200-563000-24P08	\$0	\$13,350,000
Landscaping	01007200-563200-	\$15,000	\$15,000

Name	ERP Code	FY2025 Original Budget	FY2026 Budgeted
Machinery and Equipment	01007200-564000	\$250,000	\$0
Total Capital Outlay:		\$275,000	\$26,254,367
Debt Service			
2025 Bond Payment - Principal	01007200-571025	\$0	\$462,693
2025 Bond Payment - Interest	01007200-572025	\$0	\$216,660
Total Debt Service:		\$0	\$679,353
Total Expense Objects:		\$1,866,654	\$28,650,276

Special Revenue Fund

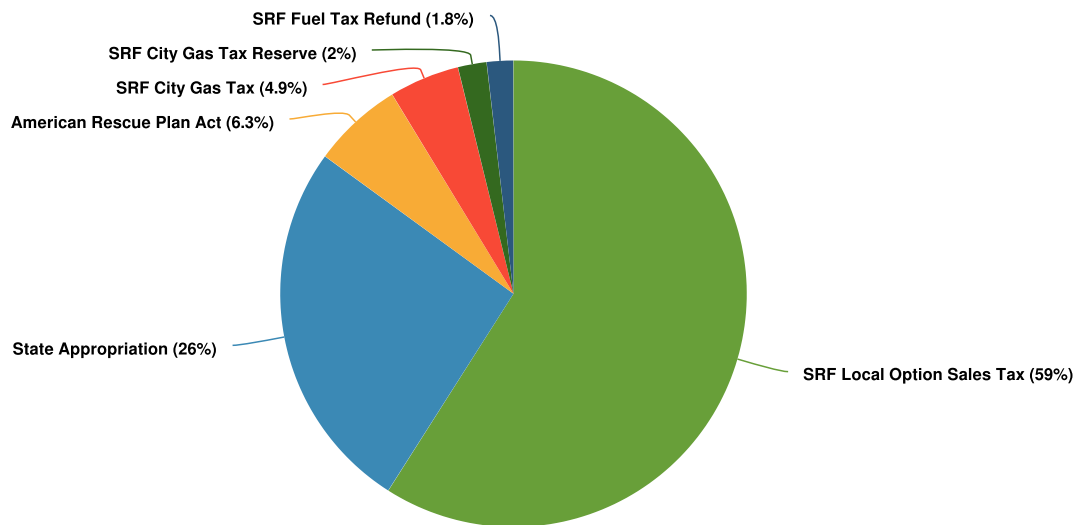


Special Revenue Fund

Org Code: 100*

The Special Revenue Fund contains the budget for all City gas taxes, Penny for Pasco which is the 7th penny per dollar of sales tax charged in Pasco County, American Rescue Plan Act funds and awarded State Appropriation funds. All of these funds have special restrictions in how they may be expended. Neither funding source may be used to cover personnel services costs. Allowable use for operating costs is very limited. Mostly, these funds may be used for capital projects or debt related to capital projects. More information on capital projects is available under the Capital Outlay in the back of the budget book.

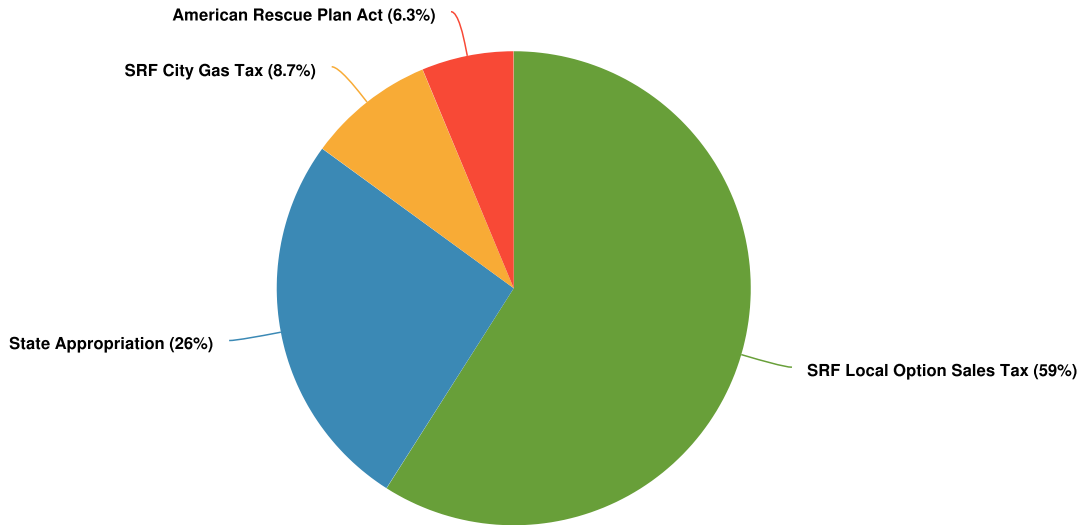
Special Revenue Fund - Revenue by Fund



Name	ERP Code	FY2025 Original Budget	FY2026 Budgeted
SRF Local Option Sales Tax			
C/O Balance	10010300-300100	\$4,906,875	\$3,544,111
Local Option Sales Tax	10010312-312100	\$3,956,100	\$4,202,477
Int Inc Local Opt Sales Tax	10010361-361100	\$200,000	\$200,000
Total SRF Local Option Sales Tax:		\$9,062,975	\$7,946,588
SRF City Gas Tax			
First County Fuel Tax	10020312-312410-	\$533,227	\$655,909
Total SRF City Gas Tax:		\$533,227	\$655,909
SRF City Gas Tax Reserve			
Budget Carryover	10030300-300100-	\$36,336	\$22,984
8th Cent/Spcl Motor Fuel Tax	10030335-335120	\$199,380	\$204,248

Name	ERP Code	FY2025 Original Budget	FY2026 Budgeted
Interest Income	10030361-361100-	\$40,000	\$40,000
Total SRF City Gas Tax Reserve:		\$275,716	\$267,232
SRF Fuel Tax Refund			
Budget Carryover	10040300-300100	\$286,904	\$206,859
Gas Tax Refund	10040335-335490	\$25,000	\$25,000
Interest Income	10040361-361100	\$8,000	\$15,000
Total SRF Fuel Tax Refund:		\$319,904	\$246,859
American Rescue Plan Act			
Budget Carryover	10050300-300100	\$1,760,000	\$745,000
Interest Income	10050361-361100	\$0	\$100,000
Total American Rescue Plan Act:		\$1,760,000	\$845,000
State Appropriation			
State Grant - South Ave Extension	10060334-334110-23P03	\$1,486,128	\$0
State Grant - Zephyr Park	10060334-334110-23P06	\$550,000	\$0
State Grant - Zephyr Park	10060334-334110-24P08	\$0	\$2,650,000
State Grant - 9th Ave Stormwater Improvements	10060334-334110-26P02	\$0	\$850,000
Total State Appropriation:		\$2,036,128	\$3,500,000
Total:		\$13,987,950	\$13,461,588

Special Revenue Fund - Expenditures by Fund



Name	ERP Code	FY2025 Original Budget	FY2026 Budgeted
SRF Local Option Sales Tax			
Machinery & Equipment	10011200-564000	\$65,000	\$0
Chase City Hall Principal	10011200-571004	\$483,491	\$494,824
Chase City Hall Interest	10011200-572004-	\$106,436	\$94,970
Operating Supplies	10012100-552000-	\$3,000	\$25,500
<i>Flock Safety Falcon System (6) - Capital Costs - Equipment</i>	<i>10012100-552000</i>	<i>\$0</i>	<i>\$25,500</i>
Tools & Small Equipment	10012100-552300-	\$0	\$185,500
<i>Flock Safety Falcon System (3) - Capital Costs - Equipment</i>	<i>10012100-552300-</i>	<i>\$0</i>	<i>\$10,500</i>
<i>Handheld Radios - Capital Costs - Equipment</i>	<i>10012100-552300-</i>	<i>\$0</i>	<i>\$175,000</i>
Computers	10012100-552950	\$25,000	\$31,500
<i>Laptops (9) - Capital Costs - Equipment</i>	<i>10012100-552950-</i>	<i>\$0</i>	<i>\$31,500</i>
Building & Building Improvemen	10012100-562000	\$0	\$237,500
<i>Gutter Guards - Capital Costs - Repairs/Improvements</i>	<i>10012100-562000</i>	<i>\$0</i>	<i>\$12,500</i>
<i>Roof Paint & Reseal - Capital Costs - Repairs/Improvements</i>	<i>10012100-562000</i>	<i>\$0</i>	<i>\$40,000</i>
<i>Exterior Paint - Capital Costs - Repairs/Improvements</i>	<i>10012100-562000</i>	<i>\$0</i>	<i>\$25,000</i>
<i>Keypad Access Upgrade - Capital Costs - Repairs/Improvements</i>	<i>10012100-562000</i>	<i>\$0</i>	<i>\$25,000</i>
<i>Rear Gate Electronic Entry - Capital Costs - Construction/Maintenance</i>	<i>10012100-562000</i>	<i>\$0</i>	<i>\$25,000</i>
<i>Monument and Building Upgrades - Capital Costs - Repairs/Improvements</i>	<i>10012100-562000</i>	<i>\$0</i>	<i>\$110,000</i>
Machinery & Equipment	10012100-564000-	\$983,873	\$877,212
<i>AXON Fleet3 FY24 (28 Units) - Capital Costs - Equipment</i>	<i>10012100-564000</i>	<i>\$0</i>	<i>\$44,132</i>
<i>AXON OSP7+ FY24 (10-Yr Rewrite) - Capital Costs - Equipment</i>	<i>10012100-564000</i>	<i>\$0</i>	<i>\$208,020</i>
<i>CIS Vehicles FY26 (8) - Capital Costs - Vehicle Cost</i>	<i>10012100-564000</i>	<i>\$0</i>	<i>\$515,900</i>

Name	ERP Code	FY2025 Original Budget	FY2026 Budgeted
<i>AXON Fleet3 FY25 (7 Units) - Capital Costs - Equipment</i>	10012100-564000	\$0	\$14,160
<i>AXON Fleet3 FY26 (5 Units) - Capital Costs - Equipment</i>	10012100-564000	\$0	\$11,000
<i>CIS Vehicle Radio Equipment (8) - Capital Costs - Other</i>	10012100-564000	\$0	\$25,000
<i>LiveScan End-of-Life Equipment Replacement - Capital Costs - Equipment</i>	10012100-564000	\$0	\$29,000
<i>Building Improvements - Furniture & Fixtures - Capital Costs - Furniture and Fixtures</i>	10012100-564000	\$0	\$30,000
Infrastructure	10013800-563000	\$400,000	\$0
Infrastructure - Stormwater Improvements	10013800-563000-23P01	\$475,000	\$500,000
<i>Stormwater Infrastructure Improvements - Capital Costs - Repairs/Improvements</i>	10013800-563000-23P01	\$0	\$200,000
<i>20th Street & 4th Avenue Drainage Improvements, Design - Capital Costs - Design</i>	10013800-563000-23P01	\$0	\$150,000
<i>"C" Avenue Culvert Replacement, Design - Capital Costs - Design</i>	10013800-563000-23P01	\$0	\$150,000
Infrastructure - 9th Ave Stormwater Improvements	10013800-563000-26P02	\$0	\$150,000
<i>9th Avenue Stormwater Improvements. - Capital Costs - Construction/Maintenance</i>	10013800-563000-26P02	\$0	\$150,000
Building & Building Improvemen	10017200-562000	\$620,000	\$475,000
<i>Historic Building Renovations - Capital Costs - Repairs/Improvements</i>	10017200-562000-	\$0	\$100,000
<i>Depot Parking Lot Improvements - Capital Costs - Construction/Maintenance</i>	10017200-562000-	\$0	\$375,000
Infrastructure	10017200-563000	\$2,000,000	\$250,000
Infrastructure - City Yard Complex	10017200-563000	\$1,200,000	\$0
<i>Park Signs with New Logo - Capital Costs - Construction/Maintenance</i>	10017200-563000	\$0	\$250,000
Machinery & Equipment	10017200-564000	\$226,500	\$292,000
<i>Parks Lawn Trailer - Capital Costs - Vehicle Cost</i>	10017200-564000	\$0	\$5,000
<i>Parks 3/4 Ton Truck 2 of 2 - Capital Costs - Vehicle Cost</i>	10017200-564000	\$0	\$50,000
<i>Parks 3/4 Ton Truck 1 of 2 - Capital Costs - Vehicle Cost</i>	10017200-564000	\$0	\$52,000
<i>Parks 4500 Truck w/ Dump Body - Capital Costs - Vehicle Cost</i>	10017200-564000	\$0	\$90,000
<i>Parks 5100 Tractor with loader bucket - Capital Costs - Vehicle Cost</i>	10017200-564000	\$0	\$80,000
<i>Parks Sprayer / Spreader - Capital Costs - Vehicle Cost</i>	10017200-564000	\$0	\$15,000
Contractual Services	10014100-534000	\$60,000	\$0
Sidewalk Capital Projects	10014100-563111-21P11	\$1,500,000	\$1,200,000
<i>City Wide Sidewalks - Capital Costs - Construction/Maintenance</i>	10014100-563111	\$0	\$700,000
<i>City Wide Trails - Capital Costs - Construction/Maintenance</i>	10014100-563111	\$0	\$500,000
Machinery & Equipment	10014100-564000	\$450,000	\$751,000
<i>Street Sweeper - Capital Costs - Vehicle Cost</i>	10014100-564000	\$0	\$450,000
<i>Streets Payloader - Capital Costs - Vehicle Cost</i>	10014100-564000	\$0	\$225,000
<i>Streets 3/4 Ton Pick Up Truck - Capital Costs - Vehicle Cost</i>	10014100-564000	\$0	\$76,000
Reserve	10014100-599100	\$464,675	\$2,231,582
Building & Building Improvements	10017100-562000	\$0	\$150,000
<i>Replace A/C-Heating units (two) - Capital Costs - Repairs/Improvements</i>	10017100-562000	\$0	\$150,000

Name	ERP Code	FY2025 Original Budget	FY2026 Budgeted
Total SRF Local Option Sales Tax:		\$9,062,975	\$7,946,588
SRF City Gas Tax			
Infrastructure	10023800-563000-	\$50,000	\$50,000
<i>Retention Pond Fencing - Capital Costs - Construction/Maintenance</i>	<i>10023800-563000-</i>	<i>\$0</i>	<i>\$50,000</i>
Machinery & Equipment	10023800-564000-	\$0	\$90,000
<i>6" Stormwater Pump, Portable - Capital Costs - Vehicle Cost</i>	<i>10023800-564000</i>	<i>\$0</i>	<i>\$65,000</i>
<i>6" Stormwater Discharge Hose - Capital Costs - Other</i>	<i>10023800-564000</i>	<i>\$0</i>	<i>\$25,000</i>
Paving and Resurfacing	10024100-563100	\$900,000	\$1,000,000
<i>Annual Street Resurfacing - Capital Costs - Construction/Maintenance</i>	<i>10024100-563100</i>	<i>\$0</i>	<i>\$1,000,000</i>
Machinery & Equipment	10024100-564000	\$75,000	\$0
Budget Reserves	10024100-599100	\$15,847	\$0
Machinery & Equipment	10027200-564000	\$88,000	\$30,000
<i>Parks Zero Turn Mower 1 of 2 - Capital Costs - Vehicle Cost</i>	<i>10027200-564000</i>	<i>\$0</i>	<i>\$15,000</i>
<i>Parks Zero Turn Mower 2 of 2 - Capital Costs - Vehicle Cost</i>	<i>10027200-564000</i>	<i>\$0</i>	<i>\$15,000</i>
Total SRF City Gas Tax:		\$1,128,847	\$1,170,000
American Rescue Plan Act			
Infrastructure	10057200-563000	\$1,760,000	\$845,000
<i>Park Improvements - Capital Costs - Repairs/Improvements</i>	<i>10057200-563000-</i>	<i>\$0</i>	<i>\$845,000</i>
Total American Rescue Plan Act:		\$1,760,000	\$845,000
State Appropriation			
Infrastructure - 9th Ave Stormwater Improvements	10063800-563000-26P02	\$0	\$850,000
<i>9th Avenue Stormwater Improvements - Capital Costs - Construction/Maintenance</i>	<i>10063800-563000-26P02</i>	<i>\$0</i>	<i>\$850,000</i>
Infrastructure - Zephyr Park	10067200-563000-23P06	\$550,000	\$0
Infrastructure - Zephyr Park	10067200-563000-24P08	\$0	\$2,650,000
<i>Zephyr Park. - Capital Costs - Construction/Maintenance</i>	<i>10067200-563000-24P08</i>	<i>\$0</i>	<i>\$2,650,000</i>
Infrastructure - South Ave Extension	10064100-563000-23P03	\$1,486,128	\$0
Total State Appropriation:		\$2,036,128	\$3,500,000
Total:		\$13,987,950	\$13,461,588

Community Redevelopment Agency



CRA Fund

Org Code: 11005900

The CRA is a dependent special district in which any future increases in property values are set aside in a Trust Fund to support economic development and redevelopment projects within the designated district.

Under Florida Statute Chapter 163, Part III, local governments have the ability to designate areas as Community Redevelopment Areas when certain conditions exist. To document the required conditions, the local governments must survey the proposed redevelopment area and prepare a Finding of Necessity. If the Finding of Necessity determines the required conditions of slum and blight exist, the local government may create a Community Redevelopment Agency to provide the tools needed to foster and support positive redevelopment of the targeted area. The Community Redevelopment Agency is responsible for developing and implementing the Community Redevelopment Plan or Master Plan that addresses the unique needs of the targeted area. The plan includes the overall goals for redevelopment in the area, as well as identifying the types of projects planned for the area.

Tax Increment Financing or TIF is a unique tool available to cities and counties for redevelopment activities as provided in the Master Plan. It is used to leverage public funds to promote private sector activity in the CRA. The dollar value of all real property in the Community Redevelopment Area is determined as of a fixed date, also known as the “frozen value”. Taxing Authorities continue to receive property tax revenues based on the frozen value. These frozen revenues are available for general government purposes. Any tax revenues from increases in real property value within the CRA are deposited into the Community Redevelopment Agency Trust Fund and dedicated to specific redevelopment projects and plans within the Redevelopment Area and are not for general government purposes. The tax increment revenues can be used immediately, saved for a particular project, or can be bonded to maximize the funds available.

CRA Boards do not establish policy for the city or county, they develop and administer a Master Plan to implement that policy. The CRA acts officially as a body distinct and separate from the governing body, even when it is the same group of people. The CRA has certain powers the city or county by itself may not do, such as establish tax increment financing, and leverage local public funds with private dollars to make redevelopment happen. The CRA term is limited to 30 years, 40 years if extended. After that time all tax revenues are retained by each taxing entity that contributed to the CRA Trust Fund.

Community Redevelopment Agency - Personnel Information

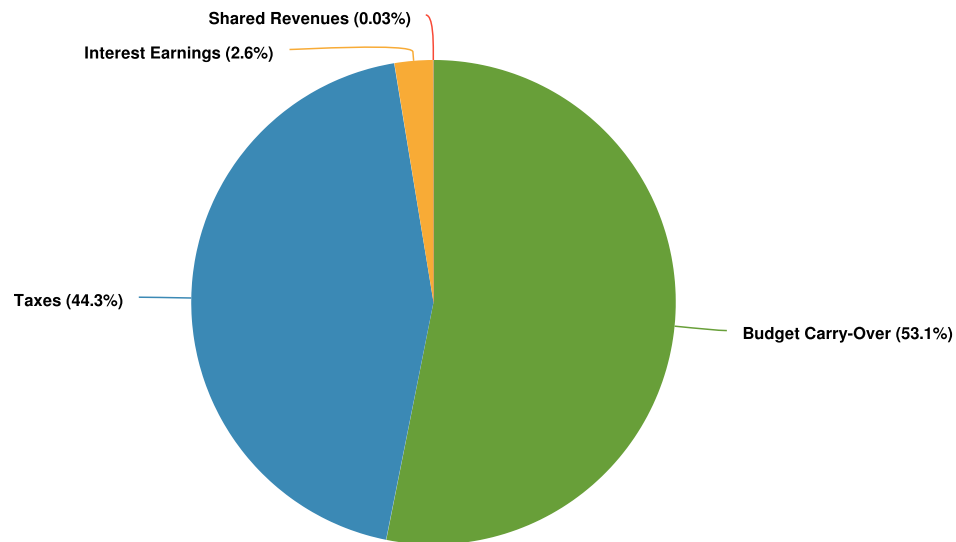
Personnel by Position

Position	FY 2024	FY 2025	FY 2026
Community Redevelopment Agency Director *	1	1	1
Total	1	1	1

Community Redevelopment Agency

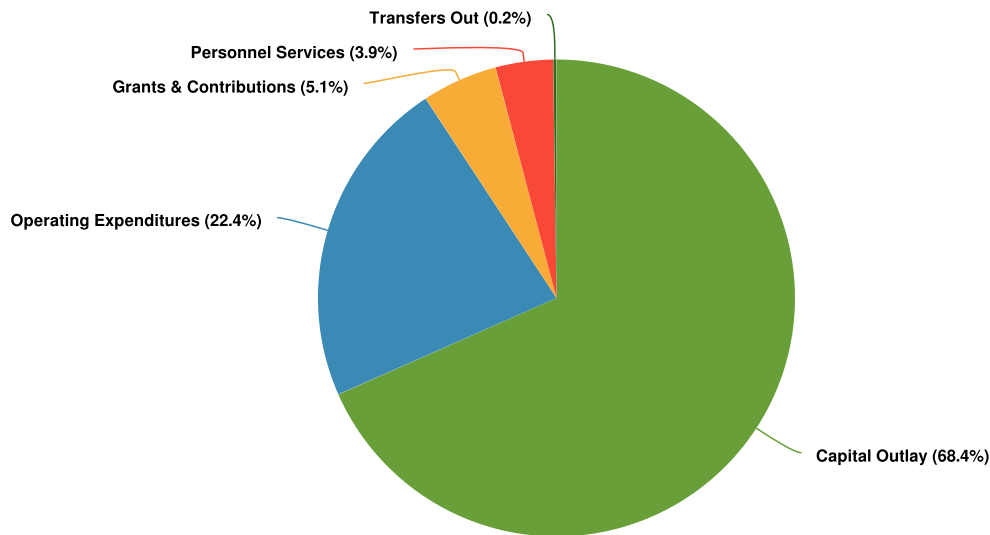


Community Redevelopment Agency - Revenues by Source



Name	ERP Code	FY2025 Original Budget	FY2026 Budgeted
Revenue Source			
Budget Carry-Over			
C/O Balance	11000300-300100-	\$1,350,964	\$2,074,410
Total Budget Carry-Over:		\$1,350,964	\$2,074,410
Taxes			
Ad Valorem Taxes			
Property Tax	11010311-311000-	\$607,968	\$779,271
Property Tax	11020311-311000-	\$740,028	\$948,541
Total Ad Valorem Taxes:		\$1,347,996	\$1,727,812
Total Taxes:		\$1,347,996	\$1,727,812
Shared Revenues			
Main Street Reimbursement	11000338-338300	\$1,000	\$1,000
Total Shared Revenues:		\$1,000	\$1,000
Interest Earnings			
Interest Income	11000361-361100	\$100,000	\$100,000
Total Interest Earnings:		\$100,000	\$100,000
Total Revenue Source:		\$2,799,960	\$3,903,222

Community Redevelopment Agency - Expenditures by Expense Type



Name	ERP Code	FY2025 Original Budget	FY2026 Budgeted
Expense Objects			
Personnel Services			
Salaries	11005900-512000	\$91,411	\$98,054
Fica Taxes	11005900-521100	\$5,668	\$6,079
Medicare Taxes	11005900-521200	\$1,326	\$1,422
Retirement Contributions	11005900-522100	\$31,555	\$32,593
Group Health	11005900-523000	\$10,793	\$11,702
Workers Comp Insurance	11005900-524000-	\$2,155	\$2,311
Total Personnel Services:		\$142,908	\$152,161
Operating Expenditures			
Professional Services	11005900-531500	\$100,000	\$200,000
Prof Ser - Software & Support	11005900-531700-	\$2,502	\$3,631
Auditing Services	11005900-532000	\$6,000	\$6,000
Contractual Services	11005900-534000-	\$75,000	\$75,000
Telephone & Data Communication	11005900-541000	\$10,000	\$5,000
Refuse Removal	11005900-543400-	\$1,000	\$500
Copy Machine Leases	11005900-544500	\$1,000	\$1,000
Property & Casualty Insurance	11005900-545000	\$6,900	\$0
Educational Activities	11005900-548000	\$50,000	\$50,000
Office Supplies	11005900-551000	\$150	\$150
Operating Supplies	11005900-552000	\$2,500	\$25,000
Sidewalks	11005900-553400	\$0	\$200,000

Name	ERP Code	FY2025 Original Budget	FY2026 Budgeted
Memberships/Dues	11005900-554200	\$2,000	\$2,500
Training	11005900-555500	\$2,000	\$5,000
CRA Initiatives	11005900-556200	\$300,000	\$300,000
Total Operating Expenditures:		\$559,052	\$873,781
Capital Outlay			
Land Acquisition	11005900-561000	\$348,000	\$477,000
Infrastructure	11005900-563000-	\$1,250,000	\$2,042,000
Sidewalk Capital Projects	11005900-563111-21P11	\$150,000	\$150,000
Machinery & Equipment	11005900-564000-	\$150,000	\$0
Total Capital Outlay:		\$1,898,000	\$2,669,000
Grants & Contributions			
Building Improvement Grants	11005900-583010	\$200,000	\$200,000
Total Grants & Contributions:		\$200,000	\$200,000
Transfers Out			
Transfer to Internal Service Fund	11005900-591511	\$0	\$8,280
Total Transfers Out:		\$0	\$8,280
Total Expense Objects:		\$2,799,960	\$3,903,222

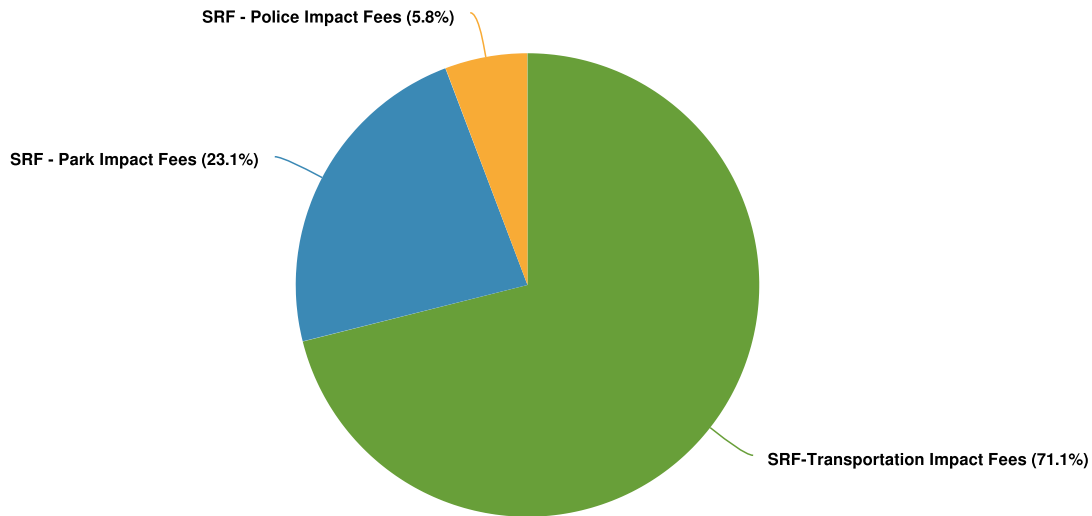
Impact Fee Fund



Impact Fee Fund
Org Code: 120*

The Impact Fee Fund contains the budget for all impact fees collected by the City except for Water and Wastewater Capacity fees. The collection of impact fees related to new or proposed development assists in paying for a portion of the growth related costs that the development may cause. Current economic conditions have slowed development and the related collection of impact fees. Several capital projects have been budgeted to be paid from impact fee funds. More information is available in Capital Outlay in the back of the budget book.

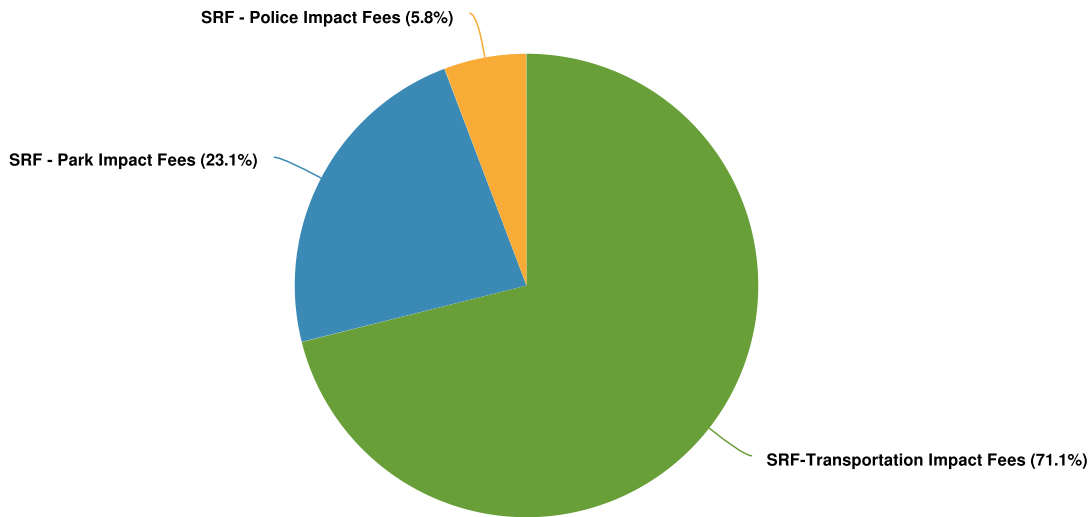
Impact Fee Fund - Revenue by Fund



Name	ERP Code	FY2025 Original Budget	FY2026 Budgeted
SRF-Transportation Impact Fees			
C/O Balance	12010300-300100	\$5,827,874	\$5,364,032
Transportation Impact Fees	12010324-324100	\$950,000	\$710,000
Interest-Transp Impact Fees	12010361-361100-	\$100,000	\$100,000
Total SRF-Transportation Impact Fees:		\$6,877,874	\$6,174,032
SRF - Park Impact Fees			
C/O Balance	12030300-300100	\$1,438,808	\$1,729,700
Park Impact Fees	12030324-324100	\$154,000	\$240,000
Interest-Park Impact Fees	12030361-361100-	\$40,000	\$40,000
Total SRF - Park Impact Fees:		\$1,632,808	\$2,009,700
SRF - Police Impact Fees			
C/O Balance	12040300-300100-	\$576,162	\$418,000

Name	ERP Code	FY2025 Original Budget	FY2026 Budgeted
Police Impact Fees	12040324-324100-	\$67,600	\$67,000
Interest-Police Impact Fees	12040361-361100-	\$16,000	\$15,000
Total SRF - Police Impact Fees:		\$659,762	\$500,000
Total:		\$9,170,444	\$8,683,732

Impact Fee Fund - Expenditures by Fund



Name	ERP Code	FY2025 Original Budget	FY2026 Budgeted
SRF-Transportation Impact Fees			
Infrastructure	12014100-563000	\$700,000	\$500,000
Infrastructure - Hot Spot Intersection Improvement	12014100-563000-25P03	\$2,000,000	\$2,000,000
<i>Hot Spot - Intersection Improvements - Capital Costs - Construction/Maintenance</i>	<i>12014100-563000-25P03</i>	\$0	\$2,000,000
Infrastructure - Pretty Pond & Wire Rd Roundabout	12014100-563000-25P04	\$1,000,000	\$1,000,000
<i>Pretty Pond and Wire Road Roundabout - Capital Costs - Construction/Maintenance</i>	<i>12014100-563000-25P04</i>	\$0	\$1,000,000
<i>Gateway Project - Capital Costs - Design</i>	<i>12014100-563000</i>	\$0	\$500,000
Economic Development Grant	12014100-582700-	\$760,500	\$0
Budget Contingency	12014100-599000-	\$2,417,374	\$2,674,032
Total SRF-Transportation Impact Fees:		\$6,877,874	\$6,174,032
SRF - Park Impact Fees			
Infrastructure	12037200-563000-	\$500,000	\$500,000
<i>City Wide Park Improvements - Capital Costs - Repairs/Improvements</i>	<i>12037200-563000-</i>	\$0	\$500,000
Reserve	12037200-599100-	\$1,132,808	\$1,509,700
Total SRF - Park Impact Fees:		\$1,632,808	\$2,009,700
SRF - Police Impact Fees			
Building & Building Improvemen	12042100-562000-	\$0	\$500,000
<i>Police Training Facility - Capital Costs - Construction/Maintenance</i>	<i>12042100-562000</i>	\$0	\$500,000
Machinery & Equipment	12042100-564000	\$100,000	\$0

Name	ERP Code	FY2025 Original Budget	FY2026 Budgeted
Budget Contingency	12042100-599000	\$559,762	\$0
Total SRF - Police Impact Fees:		\$659,762	\$500,000
Total:		\$9,170,444	\$8,683,732

Utility Capacity Fee Fund

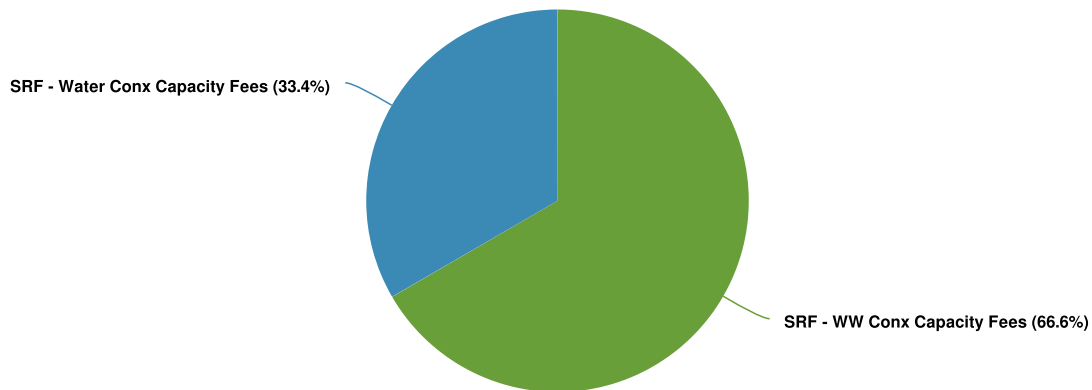


Utility Capacity Fee Fund

Org Code: 140*

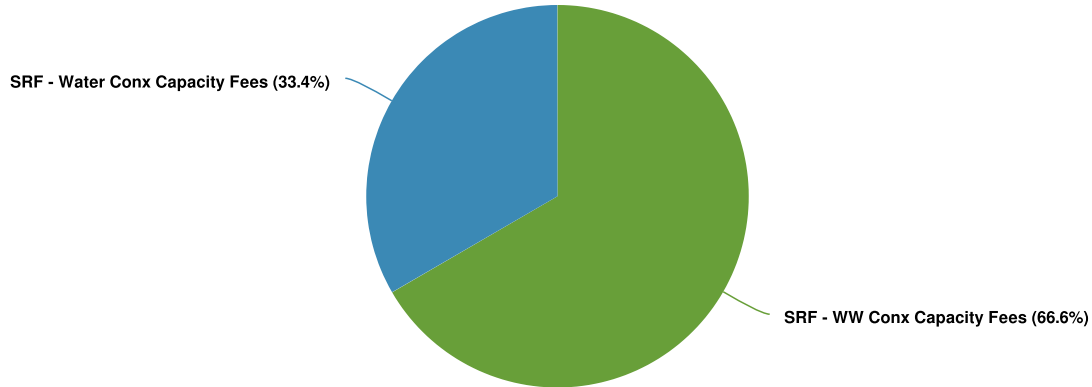
The Utility Capacity Fee Fund was created in Fiscal Year 2011-2012 to separately account for capacity fees – or connection fees - related to the City's Utility Fund. These funds may be used to pay for projects related to growth or added capacity and may be used to pay debt on projects related to growth or added capacity. Wastewater connection fee reserves have been budgeted toward wastewater treatment plant debt and water connection fee reserves have been budgeted for qualified water capital projects. More information is available at the back of the budget book in Capital Outlay.

Utility Capacity Fee Fund - Revenue by Fund



Name	ERP Code	FY2025 Original Budget	FY2026 Budgeted
SRF - Water Conx Capacity Fees			
C/O Balance	14010300-300100-	\$1,666,667	\$1,666,667
Water Cnxn Capacity Fees	14010324-324100	\$320,000	\$460,000
Interest-Water Cnxn Cap Fees	14010361-361100	\$10,000	\$10,000
Total SRF - Water Conx Capacity Fees:		\$1,996,667	\$2,136,667
SRF - WW Conx Capacity Fees			
C/O Balance	14020300-300100-	\$3,333,333	\$3,333,333
Wastewater Cnxn Capacity Fees	14020324-324100-	\$641,000	\$920,000
Interest-WW Cnxn Capacity Fees	14020361-361100-	\$15,000	\$15,000
Total SRF - WW Conx Capacity Fees:		\$3,989,333	\$4,268,333
Total:		\$5,986,000	\$6,405,000

Utility Capacity Fee Fund - Expenditures by Fund



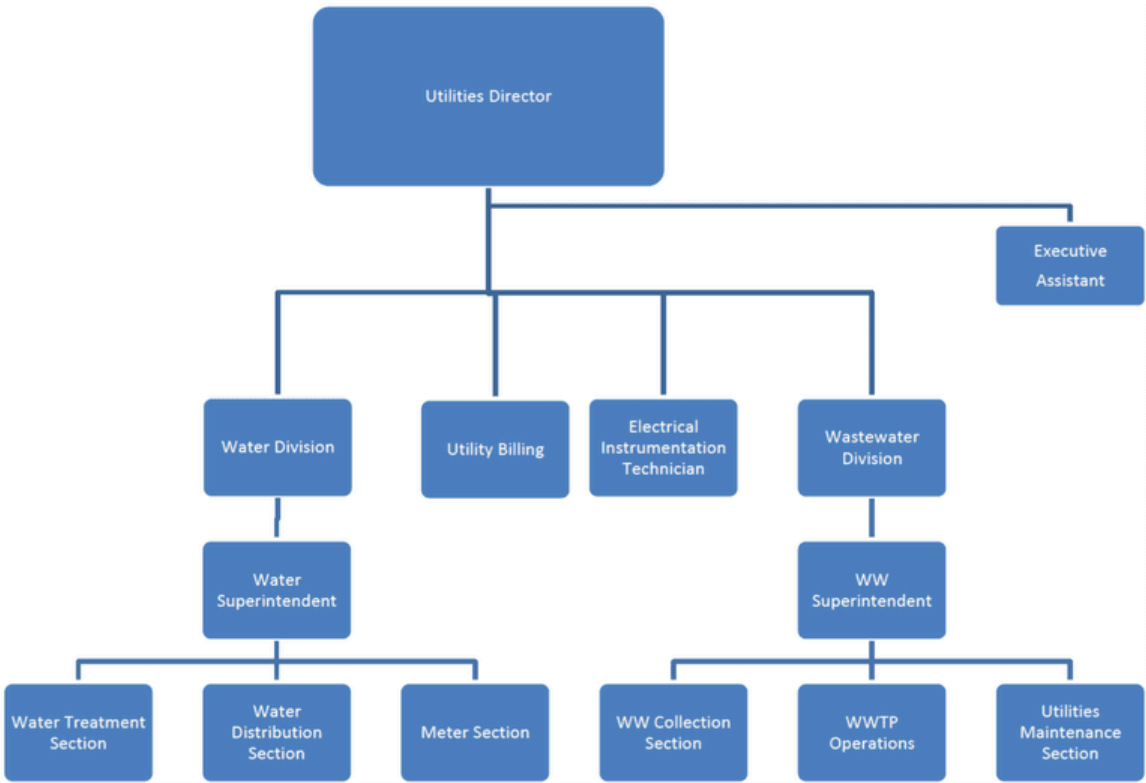
Name	ERP Code	FY2025 Original Budget	FY2026 Budgeted
SRF - Water Conx Capacity Fees			
Transfer To Utility Fund	14013300-591001	\$1,996,667	\$2,136,667
Total SRF - Water Conx Capacity Fees:		\$1,996,667	\$2,136,667
SRF - WW Conx Capacity Fees			
Transfer To Utility Fund	14023500-591001	\$3,989,333	\$4,268,333
Total SRF - WW Conx Capacity Fees:		\$3,989,333	\$4,268,333
Total:		\$5,986,000	\$6,405,000

Utilities

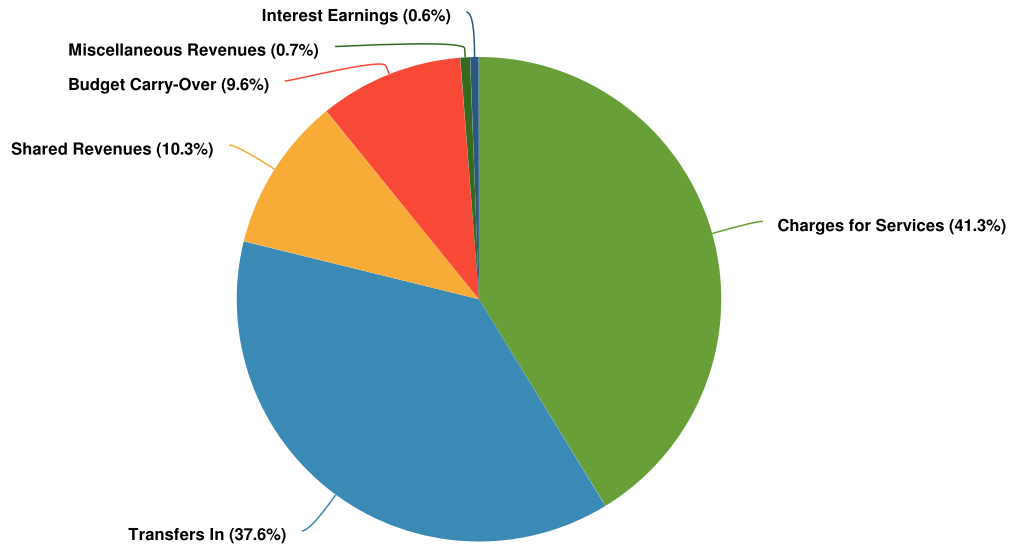


Utility Fund
Org Code: 410

Organizational Chart



Utilities - Revenues by Source

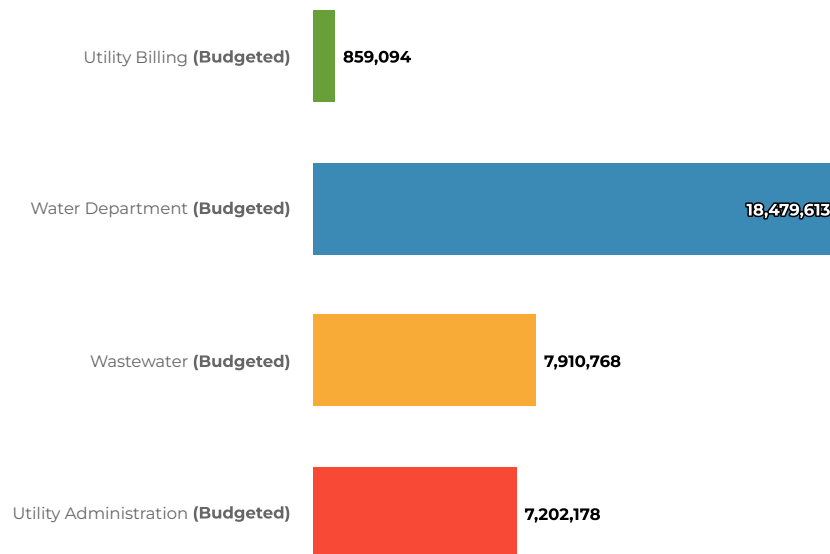


Name	ERP Code	FY2025 Original Budget	FY2026 Budgeted
Revenue Source			
Budget Carry-Over			
C/O Balance	41000300-300100-	\$0	\$3,308,243
Total Budget Carry-Over:		\$0	\$3,308,243
Shared Revenues			
Federal Grants - Northside Lift Station PH 1	41000331-331390-21P13	\$1,500,000	\$1,500,000
State Grants - Water System	41000334-334310-21P06	\$600,000	\$0
State Grants - Pasco Reclaim Interconnect	41000334-334310-22P01	\$880,000	\$880,000
State Grants - South 301 WW Redevelopment	41000334-334310-22P03	\$585,000	\$0
State Grants - Water System	41000334-334310	\$3,284,317	\$0
State Grants - Lift Station Generators	41000334-334310-25P01	\$0	\$927,281
State Grants - Ferrate Treatment WWTP	41000334-334310-25P05	\$0	\$240,000
Total Shared Revenues:		\$6,849,317	\$3,547,281
Charges for Services			
Water & Sewer Charges	41000343-343600	\$13,690,000	\$14,214,000
Total Charges for Services:		\$13,690,000	\$14,214,000
Interest Earnings			
Interest Income	41000361-361100-	\$150,000	\$200,000
Total Interest Earnings:		\$150,000	\$200,000
Miscellaneous Revenues			
Surplus Property Sales	41000364-364400	\$10,000	\$10,000

Name	ERP Code	FY2025 Original Budget	FY2026 Budgeted
SCRAP Sales - Utility	41000365-365000-	\$6,000	\$6,000
Contributions Fr Priv Sources	41000366-366100	\$0	\$150,000
Miscellaneous Revenue	41000369-369900-	\$57,000	\$60,000
Total Miscellaneous Revenues:		\$73,000	\$226,000
Transfers In			
SRF 14 Water Capacity Fees	41000381-381330-	\$1,996,667	\$2,136,667
SRF 14 WW Capacity Fees	41000381-381350-	\$3,989,333	\$4,268,333
Debt Proceeds	41000384-384000-21P07		\$6,551,129
Debt Proceeds - AWT Plant Upgrades	41000384-384000-21P12	\$417,966	\$0
Total Transfers In:		\$6,403,966	\$12,956,129
Total Revenue Source:		\$27,166,283	\$34,451,653

Utilities - Expenditure Summary by Division

Expenditure Summary by Division



Utilities - Expenditures by Function

Name	ERP Code	FY2025 Original Budget	FY2026 Budgeted
Expenditures			
Physical Environment			
Personnel Services		\$3,287,139	\$3,711,137
Operating Expenditures		\$4,539,233	\$4,264,550
Capital Outlay		\$12,876,000	\$19,471,129
Debt Service		\$2,249,590	\$2,614,406
Transfers Out		\$4,214,321	\$4,390,431
Total Physical Environment:		\$27,166,283	\$34,451,653
Total Expenditures:		\$27,166,283	\$34,451,653

Utility Administration



Utility Fund
Org Code: 41003000

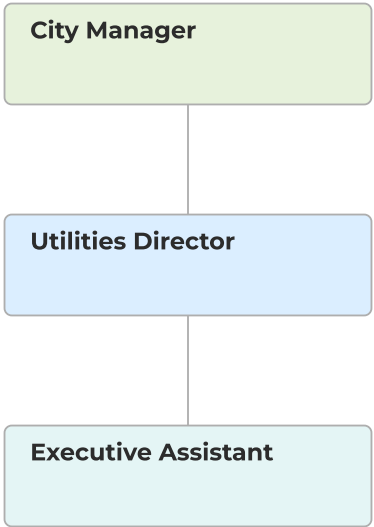
The Administration Division is accountable for the direction, supervision, and planning of both the Water and Wastewater Divisions. Responsibilities include budgeting, purchasing, technical specifications, contract administration, engineering review, maintenance coordination, providing City Council presentations, customer complaint investigations, and payroll. Also, providing technical, professional, and safety training, and the hiring, promoting, and disciplining of the department's employees. There are two employees in the Utilities Administration Division.

Utility Administration - Personnel Information

Personnel by Position

Position	FY 2024	FY 2025	FY 2026
Utilities Director *	1	1	1
Executive Assistant	1	1	1
Total	2	2	2

Utility Administration



Utility Administration - Expenditures by Expense Type

Name	ERP Code	FY2025 Original Budget	FY2026 Budgeted
Expense Objects			
Personnel Services			
Salaries	41003000-512000	\$169,034	\$179,986
Fica Taxes	41003000-521100	\$10,481	\$11,159
Medicare Taxes	41003000-521200	\$2,452	\$2,610
Retirement Contributions	41003000-522100-	\$45,998	\$47,907
Group Health	41003000-523000	\$31,458	\$34,108
Workers Comp Insurance	41003000-524000	\$3,984	\$4,241
Total Personnel Services:		\$263,407	\$280,011
Operating Expenditures			
Professional Services	41003000-531500	\$125,000	\$91,000
Prof Ser - Software & Support	41003000-531700	\$121,733	\$147,000
Contractual Services	41003000-534000	\$120,000	\$120,000
Telephone & Data Communication	41003000-541000	\$1,000	\$1,000
Freight and Postage Services	41003000-542000	\$200	\$200
Copy Machine Leases	41003000-544500-	\$1,400	\$1,400
Property & Casualty Insurance	41003000-545000	\$23,800	\$0
Repair & Maint Vehicles	41003000-546200	\$500	\$500
Office Supplies	41003000-551000-	\$1,000	\$500
Operating Supplies	41003000-552000-	\$1,000	\$5,000
Gas & Oil	41003000-552700	\$700	\$500
Computers	41003000-552950	\$2,300	\$3,000
Memberships/Dues	41003000-554200	\$1,000	\$750
Training	41003000-555500-	\$9,000	\$5,000
Total Operating Expenditures:		\$408,633	\$375,850
Capital Outlay			
Machinery & Equipment	41003000-564000-	\$55,000	\$0
Total Capital Outlay:		\$55,000	\$0
Debt Service			
Loan Principal - SRF Loan	41003000-571002-	\$1,511,675	\$1,511,674
Loan Principal - Meter Rplc	41003000-571003	\$737,915	\$737,915
2025 Bond Payment - Principal	41003000-571025	\$0	\$248,469
2025 Bond Payment - Interest	41003000-572025	\$0	\$116,348
Total Debt Service:		\$2,249,590	\$2,614,406
Transfers Out			
Transfer To General Fund	41003000-591001	\$1,642,800	\$1,705,673
Transfer to Airport Fund	41003000-591420	\$234,850	\$234,850
Transfer to Internal Service Fund	41003000-591511	\$0	\$28,560

Name	ERP Code	FY2025 Original Budget	FY2026 Budgeted
Reserve	41003000-599100-	\$2,336,671	\$1,962,828
Total Transfers Out:		\$4,214,321	\$3,931,911
Total Expense Objects:		\$7,190,951	\$7,202,178

Utility Billing



Utility Fund

Org Code: 41001300

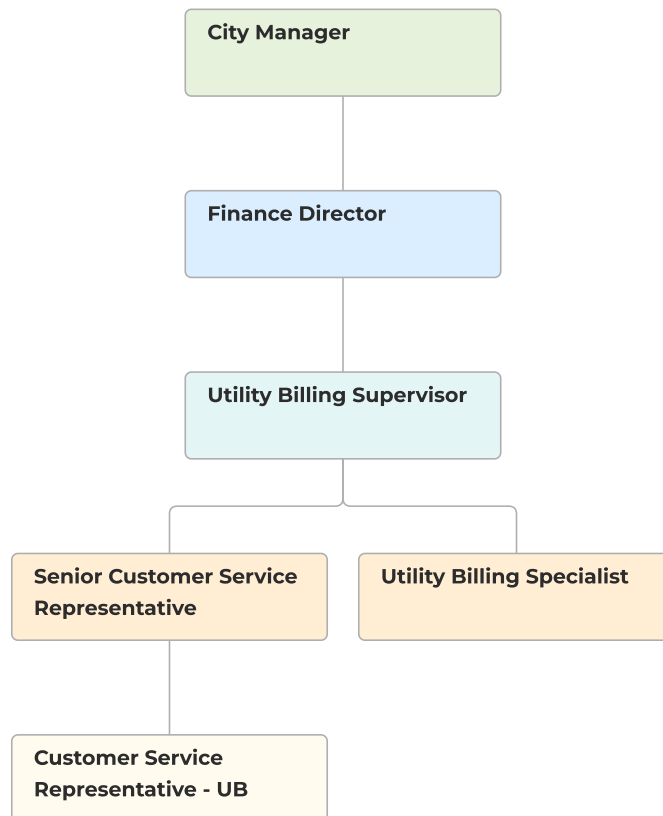
The Utility Billing (UB) Division is a division of the Finance Department. This division maintains and processes all water, sewer, and sanitation billing records; processing four scheduled billing cycles each month; and providing customer service to utility and sanitation customers regarding their accounts. In conjunction with Utility Department meter readers, UB coordinates work related to checking for leaks, lock offs, and reread orders. UB functions as the primary cash receipts area within the City, collecting and aggregating receipts from other City departments to prepare the City's daily banking deposit.

Utility Billing - Personnel Information

Personnel by Position

Position	FY 2024	FY 2025	FY 2026
Utility Billing Supervisor	1	1	1
Senior Customer Service Representative - UB	1	1	1
Utility Billing Specialist	1	1	1
Customer Service Representative - UB	4	3.5	4
Total	7	6.5	7

Utility Billing



Utility Billing - Expenditures by Expense Type

Name	ERP Code	FY2025 Original Budget	FY2026 Budgeted
Expense Objects			
Personnel Services			
Salaries	41001300-512000-	\$222,167	\$264,355
Overtime	41001300-514000	\$500	\$500
FICA Taxes	41001300-521100	\$13,778	\$16,389
Medicare Taxes	41001300-521200	\$3,225	\$3,835
Retirement Contributions	41001300-522100-	\$30,284	\$37,090
Group Health Insurance	41001300-523000-	\$64,758	\$80,916
Workers Comp Insurance	41001300-524000-	\$5,239	\$6,229
Total Personnel Services:		\$339,951	\$409,314
Operating Expenditures			
Medical Services	41001300-531200	\$300	\$1,000
Professional Services	41001300-531500-	\$10,000	\$10,000
Contractual Services	41001300-534000-	\$60,000	\$60,000
Contract Svcs-Proc CC Fees	41001300-534700	\$140,000	\$160,000
Telephone & Data Communication	41001300-541000	\$2,000	\$4,000
Freight & Postage	41001300-542000	\$100,000	\$90,000
Copy Machine Leases	41001300-544500	\$1,100	\$1,100
Property & Casualty Insurance	41001300-545000	\$13,400	\$0
Office Supplies	41001300-551000-	\$600	\$600
Operating Supplies	41001300-552000-	\$2,000	\$2,000
Training	41001300-555500	\$6,000	\$15,000
Total Operating Expenditures:		\$335,400	\$343,700
Capital Outlay			
Building & Building Improvemen	41001300-562000-	\$50,000	\$50,000
Machinery & Equipment	41001300-564000-	\$100,000	\$40,000
Total Capital Outlay:		\$150,000	\$90,000
Transfers Out			
Transfer to Internal Service Fund	41001300-591511	\$0	\$16,080
Total Transfers Out:		\$0	\$16,080
Total Expense Objects:		\$825,351	\$859,094

Water



Utility Fund

Org Code: 41003300

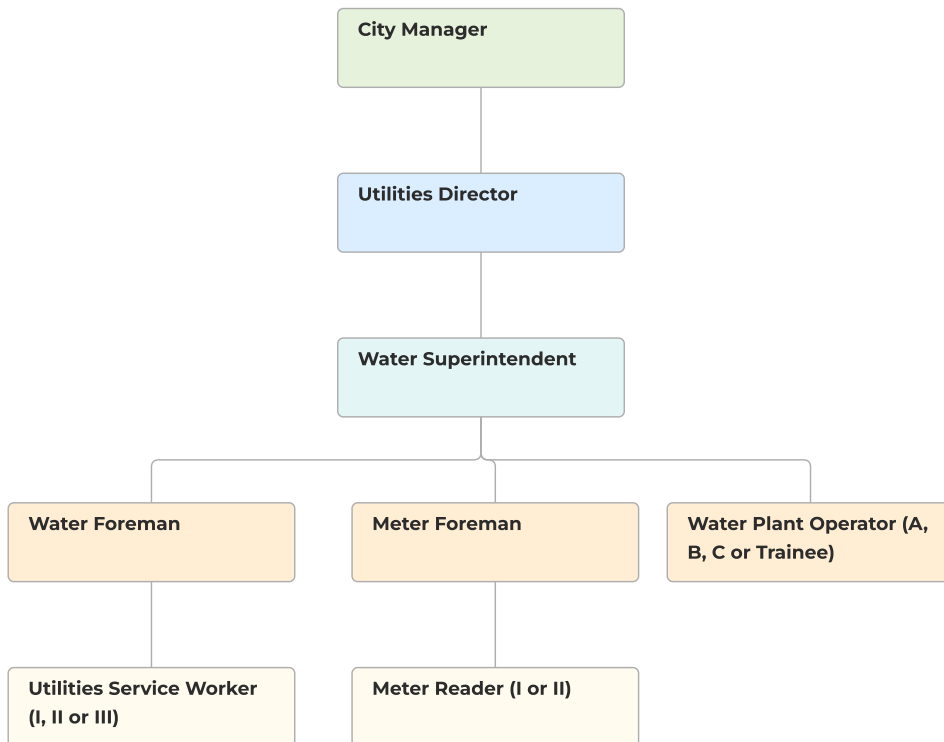
The Water Division is accountable for the City's Drinking Water Supply, treatment operations, distribution piping, and reclaimed water distribution system. This responsibility includes the water treatment operations and distribution pumping (to the customer's tap), well and distribution sampling, flushing programs, Florida Department of Environmental Protection (FDEP), and Southwest Florida Water Management District (SWFWMD) operating permits. In addition, chemical ordering, meter turn ons/turn offs/lock offs, water main breaks, Backflow Prevention Program, Cross Connection Control Program, utility locates, customer complaints, new water services, valve exercising, and operations/maintenance of the valve system, fire hydrant operation, testing, and maintenance, meter reading, meter box repairs and installation, meter change-outs and meter leaks. The FDEP and SWFWMD permits the Water Treatment Plants and distribution system. The Water Division is in charge of the operation and maintenance of this system in accordance with the operating permits and Florida Administrative Codes.

Water - Personnel Information

Personnel by Position

Position	FY 2024	FY 2025	FY 2026
Water Superintendent *	1	1	1
Water Foreman	1	1	1
Water Plant Operator (A, B, C or Trainee)	3	3	3
Meter Foreman	1	1	1
Utilities Service Worker (I, II or III)	6	8	8
Meter Reader (I or II)	1	2	2
Total	13	16	16

Water



Water - Expenditures by Expense Type

Name	ERP Code	FY2025 Original Budget	FY2026 Budgeted
Expense Objects			
Personnel Services			
Salaries	41003300-512000	\$719,341	\$818,743
Overtime	41003300-514000	\$35,000	\$50,000
Fica Taxes	41003300-521100-	\$44,606	\$50,761
Medicare Taxes	41003300-521200-	\$10,439	\$11,875
Retirement Contributions	41003300-522100	\$110,061	\$120,335
Group Health	41003300-523000	\$307,326	\$347,586
Workers Comp Insurance	41003300-524000-	\$16,959	\$19,294
Total Personnel Services:		\$1,243,732	\$1,418,594
Operating Expenditures			
Medical Services	41003300-531200-	\$1,000	\$1,000
Laboratory Analysis	41003300-531300-	\$50,000	\$30,000
Professional Services	41003300-531500-	\$150,000	\$300,000
Contractual Services	41003300-534000-	\$275,000	\$275,000
Property Tax	41003300-538000	\$200	\$200
Telephone & Data Communication	41003300-541000-	\$30,000	\$30,000
Freight and Postage Services	41003300-542000	\$500	\$500
Electricity	41003300-543000	\$150,000	\$150,000
Water & Sewer Expense	41003300-543300	\$250	\$250
Leases & Rentals	41003300-544000-	\$1,000	\$1,000
Copy Machine Leases	41003300-544500-	\$500	\$500
Property & Casualty Insurance	41003300-545000	\$48,700	\$0
Repair & Maint-Buildings	41003300-546000	\$4,000	\$4,000
Repair & Maint-Equipment	41003300-546100	\$75,000	\$75,000
Repair & Maint Vehicles	41003300-546200	\$30,000	\$30,000
Water Tank Maintenance	41003300-546300	\$80,000	\$80,000
Repair & Maint-Water Lines	41003300-546400-	\$250,000	\$250,000
Licenses and Permits	41003300-549200	\$2,000	\$2,000
Office Supplies	41003300-551000-	\$3,000	\$3,000
Operating Supplies	41003300-552000	\$60,000	\$65,000
Uniforms	41003300-552100	\$6,000	\$9,000
Tools, Small Equipment	41003300-552300	\$20,000	\$20,000
Chemicals	41003300-552400	\$40,000	\$50,000
Gas & Oil	41003300-552700	\$50,000	\$60,000
Computers	41003300-552950-	\$12,200	\$18,000
Memberships/Dues	41003300-554200-	\$2,000	\$2,000
Training	41003300-555500	\$30,000	\$30,000
Total Operating Expenditures:		\$1,371,350	\$1,486,450
Capital Outlay			

Name	ERP Code	FY2025 Original Budget	FY2026 Budgeted
Buildings/Bldg Improvements	41003300-562000	\$0	\$750,000
Building Improvements - City Yard Complex	41003300-562000-21P07	\$600,000	\$11,551,129
Infrastructure	41003300-563000	\$280,000	\$405,000
Infrastructure - Palm Grove Extension	41003300-563000-24P02	\$1,066,000	\$0
Infrastructure - Alston to Tucker Extension	41003300-563000-24P03	\$1,205,000	\$0
Machinery and Equipment	41003300-564000-	\$410,000	\$600,000
Machinery & Equipment - Meter & Backflow Replace	41003300-564000-26P01	\$0	\$1,710,000
Inventory Purchases	41003300-565900-	\$500,000	\$500,000
Total Capital Outlay:		\$4,061,000	\$15,516,129
Transfers Out			
Transfer to Internal Service Fund	41003300-591511	\$0	\$58,440
Total Transfers Out:		\$0	\$58,440
Total Expense Objects:		\$6,676,082	\$18,479,613

Wastewater



Utility Fund

Org Code: 41003500

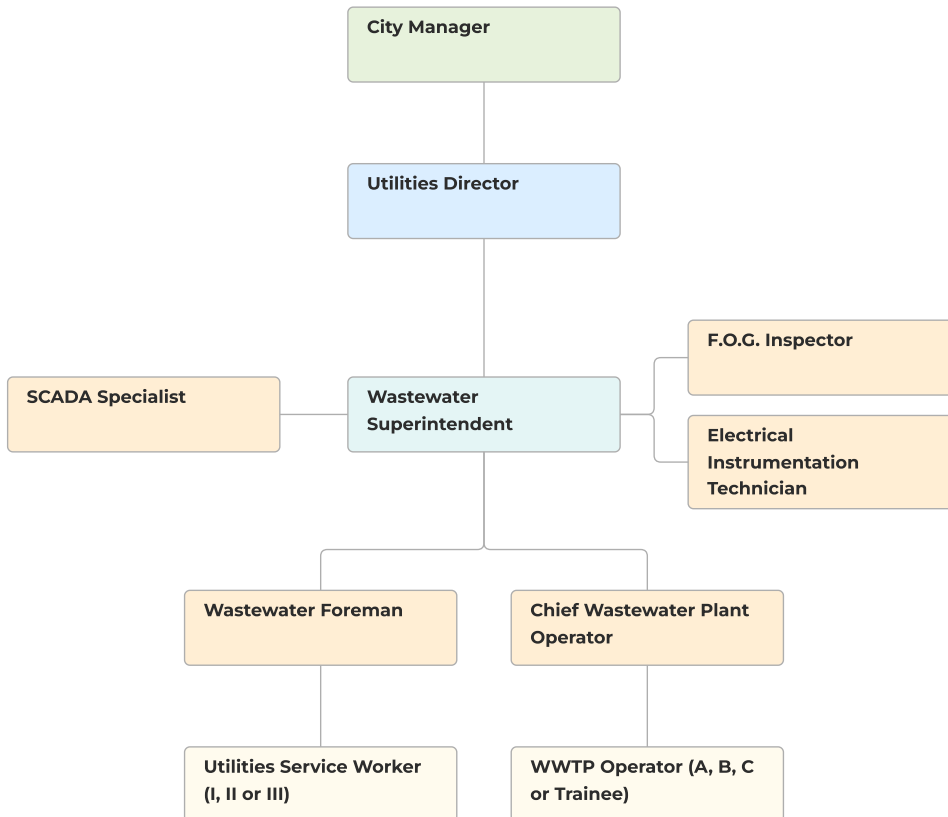
The Wastewater Division is held accountable for the operation and maintenance of the City's 4.5 million gallons per day Wastewater Treatment Plant, reclaimed water pumping station, 38 acres of rapid infiltration basins, 67 sewage lift stations and all of the City's sewer collection system. Which includes over 300 miles of gravity and pressurized underground sewer pipes and ~1,600 sanitary sewer manholes. The Division is also in charge of sewer line installations, breaks and preventative maintenance, manhole maintenance, utility locates, the Fats, Oils, and Grease Program (FOG), and customer complaints. The Florida Department of Environmental Protection (FDEP) permits the Wastewater Treatment Plant and Sewer Collection system and the Division is responsible for the proper operation and maintenance of these systems in accordance with the FDEP operating permit and Florida Administrative Codes. There are 18 employees in the Wastewater Division.

Wastewater - Personnel Information

Personnel by Position

Position	FY 2024	FY 2025	FY 2026
Wastewater Superintendent *	1	1	1
Chief Wastewater Plant Operator *	1	1	1
WWTP Operator (A, B, C or Trainee)	5	5	5
Electrical Instrumentation Technician	1	1	1
SCADA Specialist	1	1	1
Wastewater Foreman	1	1	1
F.O.G. Inspector	1	1	1
Utilities Service Worker (I, II or III)	7	10	10
Total	18	21	21

Wastewater



Wastewater - Expenditures by Expense Type

Name	ERP Code	FY2025 Original Budget	FY2026 Budgeted
Expense Objects			
Personnel Services			
Salaries	41003500-512000	\$859,828	\$988,674
Overtime Sewer	41003500-514000	\$90,000	\$100,000
Fica Taxes	41003500-521100	\$53,319	\$61,298
Medicare Taxes	41003500-521200-	\$12,478	\$14,337
Retirement Contributions	41003500-522100	\$130,995	\$138,715
Group Health	41003500-523000	\$273,153	\$276,896
Workers Comp Insurance	41003500-524000-	\$20,276	\$23,298
Total Personnel Services:		\$1,440,049	\$1,603,218
Operating Expenditures			
Medical Services	41003500-531200	\$1,000	\$1,000
Laboratory Analysis	41003500-531300-	\$60,000	\$60,000
Professional Services	41003500-531500	\$500,000	\$400,000
Contractual Services	41003500-534000-	\$500	\$500
Contractual Hauling	41003500-534500-	\$200,000	\$225,000
Property Tax	41003500-538000-	\$50	\$50
Telephone & Data Communication	41003500-541000-	\$20,000	\$20,000
Freight and Postage Services	41003500-542000-	\$500	\$500
Electricity	41003500-543000	\$475,000	\$450,000
Water & Sewer Expense	41003500-543300	\$25,000	\$25,000
Refuse Removal	41003500-543400	\$9,000	\$9,000
Property & Casualty Insurance	41003500-545000	\$320,000	\$0
Repair & Maint-Buildings	41003500-546000	\$28,000	\$28,000
Repair & Maint-Equipment	41003500-546100	\$125,000	\$150,000
Repair & Maint Vehicles	41003500-546200-	\$40,000	\$50,000
Repair & Maint-Infrastructure	41003500-546300-	\$200,000	\$200,000
Licenses and Permits	41003500-549200-	\$1,500	\$1,500
Office Supplies	41003500-551000-	\$1,200	\$1,200
Operating Supplies	41003500-552000-	\$65,000	\$70,000
Uniforms	41003500-552100-	\$7,000	\$7,000
Tools, Small Equipment	41003500-552300	\$20,000	\$20,000
Chemicals & Chlorine Gas	41003500-552400	\$250,000	\$250,000
Gas & Oil	41003500-552700-	\$50,000	\$50,000
Computers	41003500-552950-	\$3,300	\$18,000
Memberships/Dues	41003500-554200	\$1,800	\$1,800
Training	41003500-555500	\$20,000	\$20,000
Total Operating Expenditures:		\$2,423,850	\$2,058,550
Capital Outlay			
Infrastructure	41003500-563000	\$1,835,000	\$3,270,000

Name	ERP Code	FY2025 Original Budget	FY2026 Budgeted
Infrastructure - Pasco Reclaim Interconnect	41003500-563000-22P01	\$2,000,000	\$0
Infrastructure - 8" Reclaimed Water Line Ext	41003500-563000-24P04	\$1,650,000	\$0
Infrastructure - Influent Surge Tank	41003500-563000-25P02	\$1,500,000	\$0
Machinery and Equipment	41003500-564000	\$305,000	\$575,000
Machinery & Equipment - Lift Station Generators	41003500-564000-25P01	\$1,300,000	\$0
Inventory Purchases	41003500-565900-	\$20,000	\$20,000
Total Capital Outlay:		\$8,610,000	\$3,865,000
Transfers Out			
Transfer to Internal Service Fund	41003500-591511	\$0	\$384,000
Total Transfers Out:		\$0	\$384,000
Total Expense Objects:		\$12,473,899	\$7,910,768

Airport



Airport Fund

Org Code: 42004200

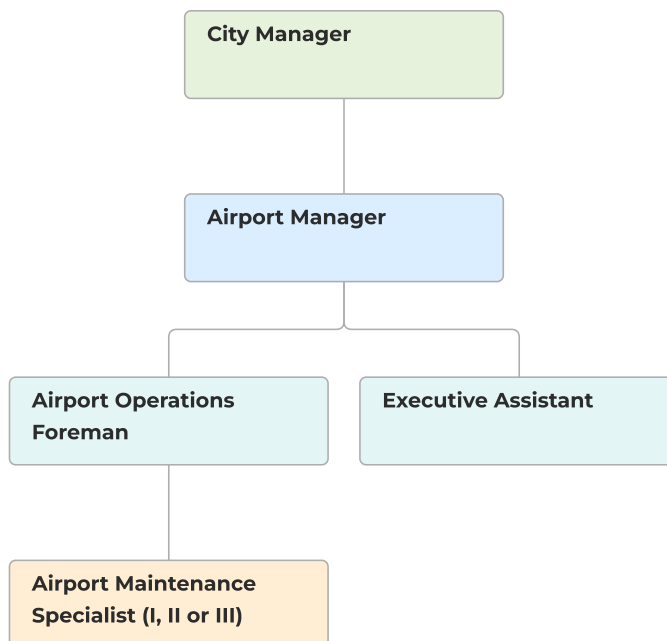
Jump right in to Zephyrhills Municipal Airport (ZPH) is in Pasco County, approximately 26 miles northeast of Tampa. The airport is publicly owned and operated by the City of Zephyrhills. The airport has two paved runways, the longest of which measures 6,200 feet long by 100 feet wide (Runway 01/19) and (05/23) which measures 5,000 feet long by 100 feet wide, both servicing 60,000 lbs. aircrafts. The airport primarily supports many aspects of General Aviation flying and local business aircraft, with pilots either stopping to refuel or to enjoy a longer weekend visit. Pilots and passengers can have lunch down town on Main Street at one of several local restaurants or experience the tranquility of one of several nearby natural areas, including the Crystal Springs Preserve, Hillsborough River State Park, or the Upper Hillsborough Preserve. The Pigz In Z'hills BBQ and Blues Fest is also a major draw. This annual event showcases BBQ, blues music, classic cars, and a military history museum. The Zephyrhills Municipal Airport also supports frequent skydiving operations. Thrill-seekers from across the world come to train and experience skydiving at Skydive City Z-Hills. Other airport tenants include Zephyr Aircraft Engines, Hawk Aircraft painting services, POSOVA Aviation, skydiving equipment manufacturers and retailers, as well as other aircraft maintenance, repair, and detail shops.

Airport - Personnel Information

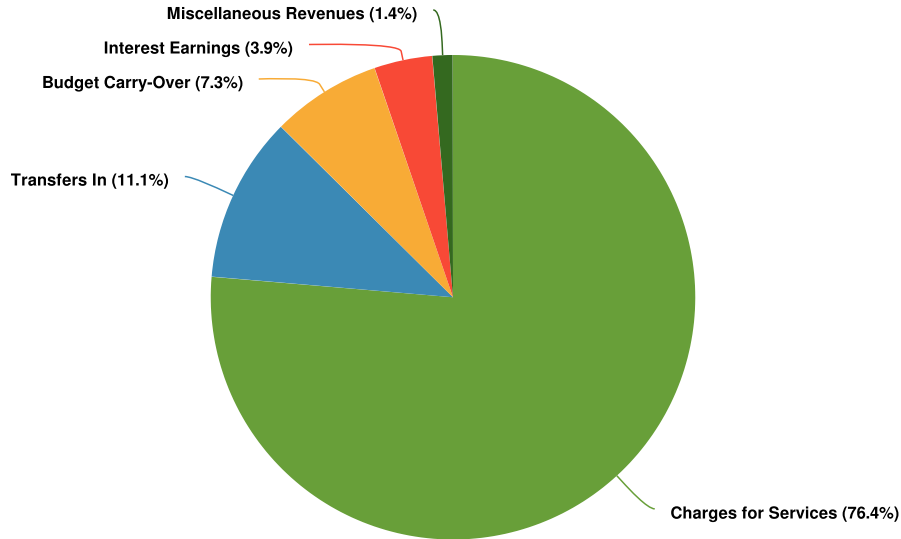
Personnel by Position

Position	FY 2024	FY 2025	FY 2026
Airport Manager *	1	1	1
Airport Operations Foreman	1	1	1
Executive Assistant	1	1	1
Airport Maintenance Specialist (I, II or III)	3	4	4
Total	6	7	7

Airport



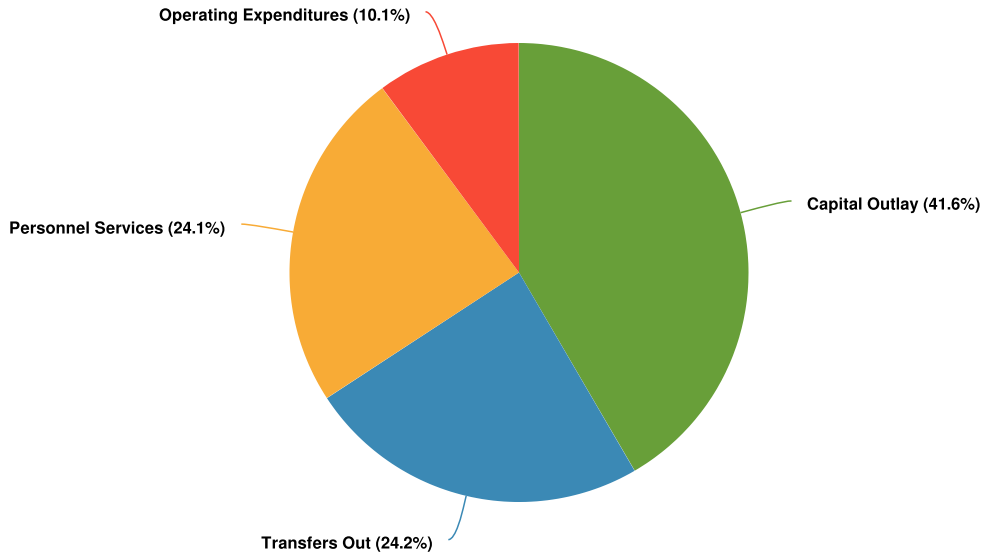
Airport - Revenues by Source



Name	ERP Code	FY2025 Original Budget	FY2026 Budgeted
Revenue Source			
Budget Carry-Over			
C/O Balance	42000300-300100	\$2,430,914	\$187,901
Total Budget Carry-Over:		\$2,430,914	\$187,901
Shared Revenues			
State Grants - Runway 1-19 Extension	42000334-334410-21P04	\$32,000	\$0
State Grants - Box Hangars/Taxiway F	42000334-334410-23P02	\$11,540,504	\$0
State Grants - Airfield Pavement Rehab	42000334-334410-24P01	\$800,000	\$0
State Grants - Runway 1-19 Extension Rehab	42000334-334410-24P06	\$3,360,000	\$0
Total Shared Revenues:		\$15,732,504	\$0
Charges for Services			
Airport Rental & Lease Income	42000344-344100	\$308,796	\$357,720
Tie Down Fees	42000344-344101	\$20,800	\$24,623
Fuel Sales	42000344-344102	\$1,191,444	\$1,011,048
Oil Sales	42000344-344103	\$17,375	\$10,865
Fuel Flowage Fees	42000344-344105-	\$4,172	\$5,589
Shade Hangar Rent	42000344-344106	\$15,000	\$20,150
T Hangar Rent	42000344-344107	\$453,104	\$501,653
Trailer Parking	42000344-344109	\$14,455	\$29,061
Late Payment Fees	42000344-344150-	\$1,000	\$1,000
Airport Venue Events	42000347-347510	\$2,000	\$2,000
Total Charges for Services:		\$2,028,146	\$1,963,709

Name	ERP Code	FY2025 Original Budget	FY2026 Budgeted
Interest Earnings			
Interest Income	42000361-361100	\$100,000	\$100,000
Total Interest Earnings:		\$100,000	\$100,000
Miscellaneous Revenues			
Surplus Property Sales	42000364-364400	\$5,000	\$5,000
Miscellaneous Revenue	42000369-369900	\$18,000	\$30,000
Total Miscellaneous Revenues:		\$23,000	\$35,000
Transfers In			
Transfer From General Fund	42000381-381100-	\$18,740	\$18,740
Transfer from Utility Fund	42000381-381410	\$234,850	\$234,850
Transfer from Sanitation Fund	42000381-381430	\$31,440	\$31,440
Total Transfers In:		\$285,030	\$285,030
Total Revenue Source:		\$20,599,594	\$2,571,640

Airport - Expenditures by Expense Type



Name	ERP Code	FY2025 Original Budget	FY2026 Budgeted
Expense Objects			
Personnel Services			
Salaries	42004200-512000-	\$356,190	\$380,916
Overtime Airport	42004200-514000	\$9,000	\$18,500
Fica Taxes	42004200-521100	\$22,087	\$23,616
Medicare Taxes	42004200-521200	\$5,169	\$5,523
Retirement Contributions	42004200-522100	\$76,014	\$77,161
Group Health	42004200-523000-	\$96,847	\$104,429
Workers Comp Insurance	42004200-524000-	\$8,397	\$8,977
Total Personnel Services:		\$573,704	\$619,122
Operating Expenditures			
Medical Services	42004200-531200-	\$300	\$300
Professional Services	42004200-531500	\$12,000	\$11,000
Prof Ser - Software & Support	42004200-531700	\$13,989	\$18,000
Contractual Services	42004200-534000	\$15,500	\$15,000
Processing Fees Credit Cards	42004200-534700-	\$55,850	\$60,000
Property Tax	42004200-538000-	\$2,000	\$2,000
Telephone & Data Communication	42004200-541000	\$5,100	\$4,000
Aeronautical Communications	42004200-541200	\$8,500	\$8,000
Freight and Postage Services	42004200-542000	\$900	\$500
Electricity	42004200-543000	\$36,000	\$38,500
Water & Sewer Expense	42004200-543300	\$6,500	\$8,500

Name	ERP Code	FY2025 Original Budget	FY2026 Budgeted
Refuse Removal	42004200-543400	\$1,000	\$1,000
Copy Machine Leases	42004200-544500	\$750	\$950
Property & Casualty Insurance	42004200-545000	\$116,000	\$0
Repair & Maint-Buildings	42004200-546000-	\$6,000	\$5,000
Repair & Maint-Equipment	42004200-546100-	\$12,000	\$11,000
Repair & Maint Vehicles	42004200-546200	\$7,000	\$5,000
Repair & Maint-Infrastructure	42004200-546300-	\$35,000	\$35,000
Marketing/Publicity	42004200-548000-	\$500	\$500
Special Event	42004200-548900-	\$500	\$500
Legal Ads	42004200-549000-	\$500	\$500
Office Supplies	42004200-551000-	\$850	\$750
Operating Supplies	42004200-552000	\$10,000	\$9,500
Uniforms	42004200-552100-	\$1,500	\$2,000
Tools, Small Equipment	42004200-552300	\$1,800	\$1,800
Gas & Oil City Use	42004200-552700	\$17,500	\$17,000
Memberships/Dues	42004200-554200	\$750	\$700
Training	42004200-555500	\$4,500	\$3,800
Total Operating Expenditures:		\$372,789	\$260,800
Capital Outlay			
Infrastructure - Runway 1-19 Extension	42004200-563000-21P04	\$40,000	\$0
Infrastructure - Box Hangars/Taxiway F	42004200-563000-23P02	\$11,450,000	\$0
Infrastructure - Airfield Pavement Rehab	42004200-563000-24P01	\$1,000,000	\$0
Infrastructure - Runway 1-19 Extension Rehab	42004200-563000-24P06	\$4,200,000	\$0
Machinery and Equipment	42004200-564000	\$0	\$30,000
Inventory Purchases	42004200-565900-	\$1,045,000	\$1,040,000
Total Capital Outlay:		\$17,735,000	\$1,070,000
Transfers Out			
Transfer To General Fund	42004200-591001-	\$20,000	\$20,000
Transfer to Internal Service Fund	42004200-591511	\$0	\$139,200
Reserve	42004200-599100	\$1,898,101	\$462,518
Total Transfers Out:		\$1,918,101	\$621,718
Total Expense Objects:		\$20,599,594	\$2,571,640

Sanitation



Sanitation Fund
Org Code: 43003400

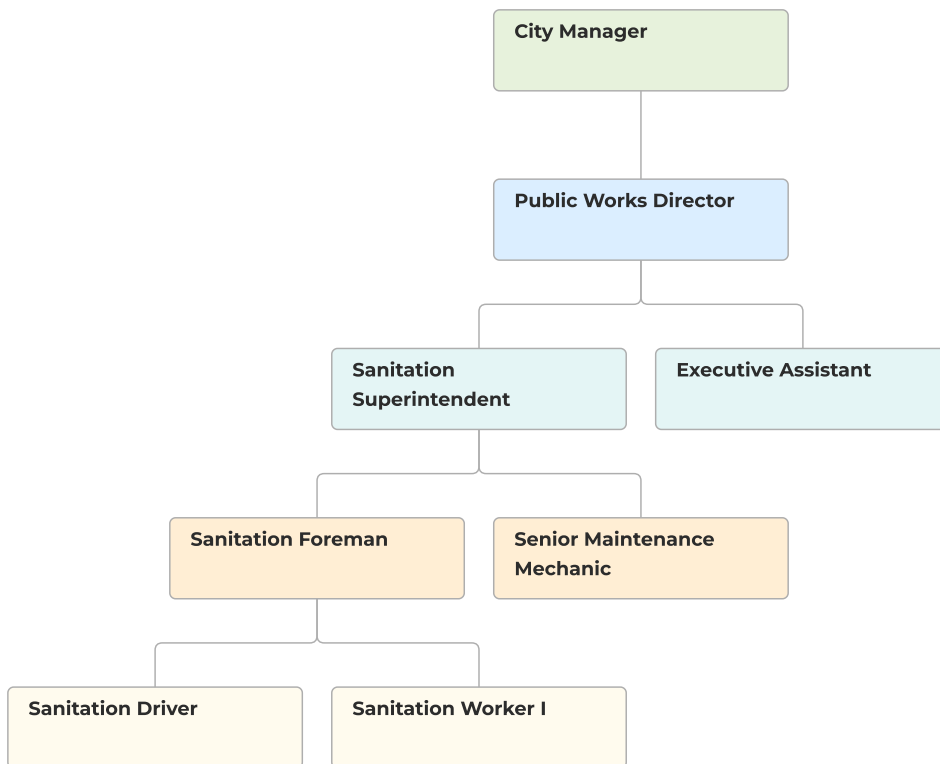
The Sanitation Division provides residential and commercial solid waste collection and disposal services. The Sanitation Division also offers bi-weekly recycling services. All solid waste and recyclables are transported to Pasco County facilities via City-owned collection vehicles for sorting and processing. Additional services include transportation of trash compactors and roll-off type construction containers. The Sanitation Division is an enterprise fund.

Sanitation - Personnel Information

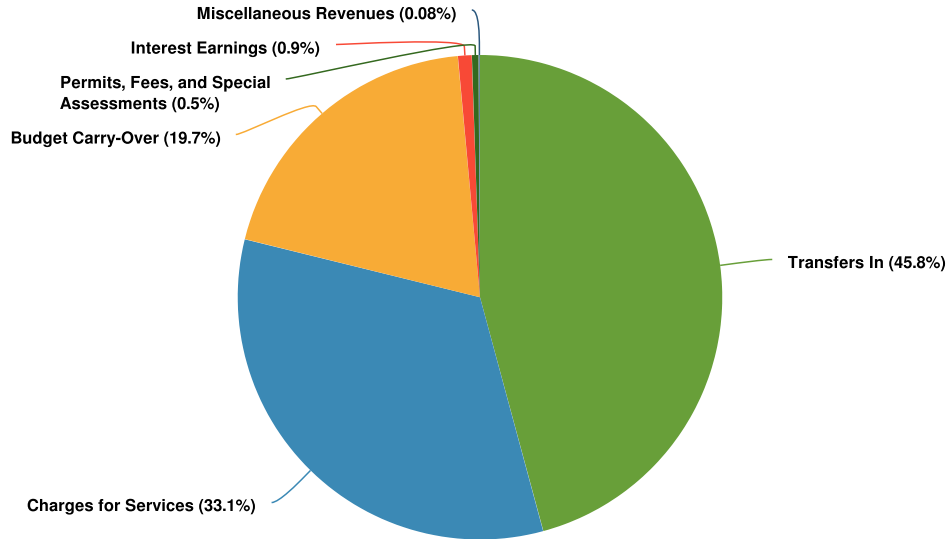
Personnel by Position

Position	FY 2024	FY 2025	FY 2026
Sanitation Superintendent *	1	1	1
Sanitation Foreman	1	1	1
Senior Maintenance Mechanic	1	1	1
Executive Assistant	1	1	1
Sanitation Driver	6	7	8
Sanitation Worker I	2	2	2
Total	12	13	14

Sanitation



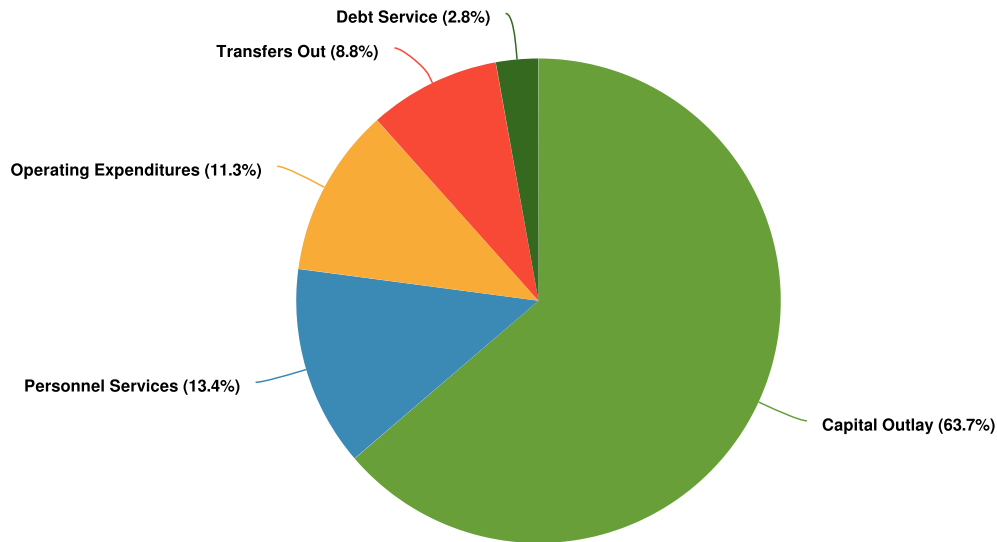
Sanitation - Revenues by Source



Name	ERP Code	FY2025 Original Budget	FY2026 Budgeted
Revenue Source			
Budget Carry-Over			
C/O Balance	43000300-300100	\$1,480,707	\$1,509,768
Total Budget Carry-Over:		\$1,480,707	\$1,509,768
Permits, Fees, and Special Assessments			
Sanitation Franchise Fees	43000323-323430	\$30,000	\$35,000
Total Permits, Fees, and Special Assessments:		\$30,000	\$35,000
Charges for Services			
Sanitation Charges	43000343-343700-	\$2,385,480	\$2,533,800
Total Charges for Services:		\$2,385,480	\$2,533,800
Interest Earnings			
Interest Income	43000361-361100-	\$50,000	\$70,000
Total Interest Earnings:		\$50,000	\$70,000
Miscellaneous Revenues			
SCRAP Sales - Sanitation	43000365-365000	\$0	\$5,000
Miscellaneous Income	43000369-369900-	\$1,000	\$1,000
Total Miscellaneous Revenues:		\$1,000	\$6,000
Transfers In			
Debt Proceeds - City Yard Complex	43000384-384000-21P07	\$0	\$3,510,818
Total Transfers In:		\$0	\$3,510,818

Name	ERP Code	FY2025 Original Budget	FY2026 Budgeted
Total Revenue Source:		\$3,947,187	\$7,665,386

Sanitation - Expenditures by Expense Type



Name	ERP Code	FY2025 Original Budget	FY2026 Budgeted
Expense Objects			
Personnel Services			
Salaries	43003400-512000-	\$531,015	\$652,119
Overtime Sanitation	43003400-514000	\$40,000	\$50,000
Fica Taxes	43003400-521100	\$32,932	\$40,431
Medicare Taxes	43003400-521200	\$7,705	\$9,456
Retirement Contributions	43003400-522100	\$82,176	\$102,619
Group Health	43003400-523000	\$142,474	\$155,928
Workers Comp Insurance	43003400-524000	\$12,521	\$15,368
Total Personnel Services:		\$848,823	\$1,025,921
Operating Expenditures			
Medical Services	43003400-531200-	\$500	\$1,000
Professional Services	43003400-531500-	\$50,000	\$50,000
Prof Ser - Software & Support	43003400-531700	\$28,155	\$33,000
Contractual Services	43003400-534000	\$500	\$500
Contractual Services-TempLabor	43003400-534300	\$3,000	\$3,000
Telephone & Data Communication	43003400-541000	\$3,500	\$3,500
Freight and Postage Services	43003400-542000	\$300	\$300
Refuse Removal	43003400-543400-	\$2,000	\$2,000
Rentals & Leases	43003400-544000	\$18,000	\$25,000

Name	ERP Code	FY2025 Original Budget	FY2026 Budgeted
Copy Machine Leases	43003400-544500	\$500	\$500
Property & Casualty Insurance	43003400-545000	\$77,350	\$0
Repair & Maint-Equipment	43003400-546100-	\$35,000	\$35,000
Repair & Maint Vehicles	43003400-546200-	\$328,000	\$350,000
Operating Supplies	43003400-552000-	\$40,000	\$40,000
Dumpsters <\$5,000	43003400-552090-	\$60,000	\$65,000
Uniforms	43003400-552100-	\$6,000	\$6,000
Tools, Small Equipment	43003400-552300	\$4,000	\$4,000
Landfill Fees	43003400-552500-	\$28,000	\$30,000
Community Clean Up	43003400-552665	\$7,500	\$7,500
Gas & Oil	43003400-552700	\$175,000	\$200,000
Computers	43003400-552950-	\$3,500	\$3,500
Memberships/Dues	43003400-554200-	\$600	\$600
Training	43003400-555500-	\$3,500	\$5,000
Total Operating Expenditures:		\$874,905	\$865,400
Capital Outlay			
Buildings/Bldg Improvements	43003400-562000	\$20,000	\$25,000
Building Improvements - City Yard Complex	43003400-562000-21P07	\$200,000	\$3,510,818
Machinery and Equipment	43003400-564000	\$860,500	\$1,319,000
Roll-off Dumpsters	43003400-564090-	\$30,000	\$30,000
Total Capital Outlay:		\$1,110,500	\$4,884,818
Debt Service			
BB&T Loan	43003400-571000	\$20,662	\$20,662
2025 Bond Payment - Principal	43003400-571025	\$0	\$133,157
2025 Bond Payment - Interest	43003400-572025	\$0	\$62,352
Total Debt Service:		\$20,662	\$216,171
Transfers Out			
Transfer To General Fund	43003400-591001	\$330,000	\$330,000
Transfer to Airport Fund	43003400-591420	\$31,440	\$31,440
Transfer to Internal Service Fund	43003400-591511	\$0	\$92,820
Reserve	43003400-599100-	\$730,857	\$218,816
Total Transfers Out:		\$1,092,297	\$673,076
Total Expense Objects:		\$3,947,187	\$7,665,386

CAPITAL IMPROVEMENTS

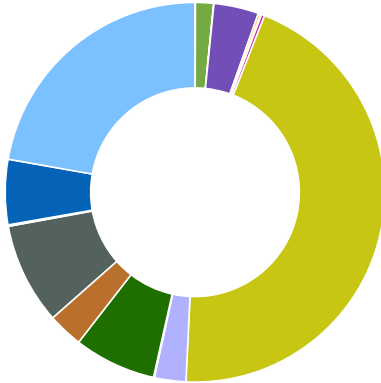
FY 2025 Capital Projects

Total Capital Requested

\$69,867,917

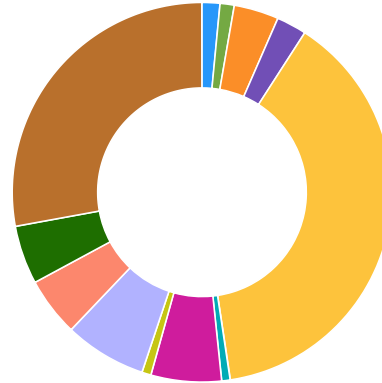
117 Capital Improvement Projects

Total Funding Requested by Department



Administration (0%)	\$30,000.00
Airport (2%)	\$1,070,000.00
Building Department (0%)	\$23,000.00
CRA (4%)	\$2,669,000.00
Fleet Maintenance (0%)	\$144,000.00
Human Resources (0%)	\$40,000.00
Information Technology (0%)	\$15,000.00
Library (0%)	\$183,000.00
Parks & Facilities Maintenance (45%)	\$31,296,367.00
Police (3%)	\$1,867,212.00
Police Dispatch (0%)	\$58,391.00
Sanitation (7%)	\$4,884,818.00
Stormwater Management (3%)	\$2,090,000.00
Streets (9%)	\$6,026,000.00
Utility Billing (0%)	\$90,000.00
Wastewater (6%)	\$3,865,000.00
Water Department (22%)	\$15,516,129.00
TOTAL	\$69,867,917.00

Total Funding Requested by Source



Airport Fund (2%)	\$1,070,000.00
ARPA (1%)	\$845,000.00
CRA Fund (4%)	\$2,669,000.00
Gas Tax (3%)	\$1,790,000.00
General Fund (38%)	\$26,895,258.00
Library Reserves (0%)	\$5,000.00
Parks Impact Fee (1%)	\$500,000.00
Penny 4 Pasco (6%)	\$4,201,712.00
Police Impact Fee (1%)	\$536,000.00
Sanitation Fund (7%)	\$4,884,818.00
State Appropriation (5%)	\$3,500,000.00
Transportation Impact Fee (5%)	\$3,500,000.00
Utility Fund (28%)	\$19,471,129.00
TOTAL	\$69,867,917.00

Airport Requests

Itemized Requests for 2026

Fuel Inventory for Resale	\$1,040,000
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Fuel inventory for resale.

Golf Carts (2)	\$30,000
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Requesting 2 golf carts to taxi customers to and from their planes. The golf cart will optimize service for jet traffic/business accommodations.

Total: \$1,070,000

Library Requests

Itemized Requests for 2026

Purchase New Library Books and Materials	\$33,000
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Purchase of new library materials like regular print books, large print books, DVDs, audiobooks, children's books, etc.

Replace A/C-Heating units (two)	\$150,000
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The two A/C-heating units have reached the end of their useful service life.

Total: \$183,000

Administration Requests

Itemized Requests for 2026

City Hall Improvements	\$30,000
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City hall improvements to the council chambers and decorative art projects for lobbies and hallways.

Total: \$30,000

Information Technology Requests

Itemized Requests for 2026

City Hall Server Replacement	\$15,000
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City Hall server replacement - the server is due for a replacement cycle.

Total: \$15,000

Streets Requests

Itemized Requests for 2026

Annual Street Resurfacing	\$1,000,000
Annual Street Resurfacing - city wide.	
City Wide Sidewalks	\$700,000
City wide sidewalks. To continue adding sidewalks based on the sidewalk master plan. Also to add missing connections to sidewalks.	
City Wide Trails	\$500,000
City wide trails. To continue adding trails based on the sidewalk & trail master plan. Also to add missing connections to trails.	
Gateway Project	\$500,000
Gateway project.	
Hot Spot - Intersection Improvements	\$2,000,000
City Council approved the "Hot Spots" map. During FY 24, analysis and design of several of the intersections was initiated. Funding in FY 26 is for construction of the intersection improvements.	
Pretty Pond and Wire Road Roundabout	\$1,000,000
Intersection improvements at Pretty Pond and Wire Road. Improvements will include the removal of the 4-way stop and constructing a roundabout.	
Streets 3/4 Ton Pick Up Truck	\$76,000
Replacement 3/4 Ton Pick-Up Truck. Replace ST144 2004 Pick-Up Truck in poor condition.	
Streets Building Improvements	\$25,000
Building Improvements as needed.	
Streets Payloader	\$225,000
Replacement Payloader. Replaces ST149 2003 Kawasaki Loader in poor condition (inoperable).	
Total: \$6,026,000	

Parks & Facilities Maintenance Requests

Itemized Requests for 2026

City Wide Park Improvements	\$500,000
Improvements are to be implemented based on the Parks Master Plan.	
City Yard Building Construction - General	\$12,864,367
The existing facility was constructed in 1984 - the facilities are antiquated and more space and modernization is needed.	
Depot Parking Lot Improvements	\$375,000
Construct paved parking lot and drainage improvements at the Depot Museum 39110 South Avenue.	
Historic Building Renovations	\$100,000
Renovations, repairs and improvements to city owned historic buildings.	
Landscaping	\$15,000
Landscaping in various areas around the City.	
Park Improvements	\$845,000
Improvements are to be implemented based on the Parks Master Plan.	
Park Signs with New Logo	\$250,000
Construct park signs with new logo at the parks not located in the CRA.	
Parks & Facilities Building Improvements	\$25,000
Building Improvements as needed.	
Parks 3/4 Ton Truck 1 of 2	\$52,000
3/4 Ton Truck. Replaces PK70. 2015 in poor condition.	
Parks 3/4 Ton Truck 2 of 2	\$50,000
3/4 Ton Truck. Replaces PK252 2016 in poor condition.	
Parks 4500 Truck w/ Dump Body	\$90,000
New 4500 Truck w/ Dump Body. This truck will be used to transport mulch, sod, landscape material etc.	
Parks 5100 Tractor with loader bucket	\$80,000
Parks 5100 Tractor with loader bucket. Replaces PK147 2003 in poor condition.	
Parks Lawn Trailer	\$5,000
Parks Lawn Trailer for transporting mowers and miscellaneous equipment. Replaces PK201 1982 trailer in poor condition.	
Parks Sprayer / Spreader	\$15,000
Parks Sprayer / Spreader. For Bermuda turf maintenance at Hercules Park.	
Parks Zero Turn Mower 1 of 2	\$15,000
60" Zero Turn Mower, Replacement. Replaces PK602 in Poor Condition.	
Parks Zero Turn Mower 2 of 2	\$15,000
60" Zero Turn Mower, Replacement. Replaces PK615 in Poor Condition.	
Zephyr Park	\$13,350,000
Construction is to begin on implementing the Zephyr Park Master Plan.	

Zephyr Park.	\$2,650,000
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Construction is to begin on implementing the Zephyr Park Master Plan.

Total: \$31,296,367

Stormwater Management Requests

Itemized Requests for 2026

"C" Avenue Culvert Replacement, Design	\$150,000
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Upsize and Replace culvert under "C" Avenue per suggested BMP's from the stormwater master plan. Project to be coordinated with Pasco County in order to improve the Zephyr Creek Watershed.

20th Street & 4th Avenue Drainage Improvements, Design	\$150,000
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Drainage Improvements at 20th Street & 4th Avenue as per BMP's from stormwater masterplan.

6" Stormwater Discharge Hose	\$25,000
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6" Layflat Discharge Hose

6" Stormwater Pump, Portable	\$65,000
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6" Portable Stormwater Pump

9th Avenue Stormwater Improvements	\$850,000
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FDEP Appropriation - Re: 9th Avenue Stormwater Improvements

9th Avenue Stormwater Improvements.	\$150,000
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FDEP Appropriation - Re: 9th Avenue Stormwater Improvements

Retention Pond Fencing	\$50,000
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Replace Retention Pond Fencing as needed.

Stormwater Infrastructure Improvements	\$200,000
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Stormwater Infrastructure Improvements as needed.Example: Pumps, power panels etc.

Street Sweeper	\$450,000
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New Street Sweeper to replace #ST120 2016 Elgin Street Sweeper at end of service life. The industry standard service life for a street sweeper is 6 years.

Total: \$2,090,000

Sanitation Requests

Itemized Requests for 2026

City Yard Building Construction - Sanitation	\$3,510,818
The existing facility was constructed in 1984 - the facilities are antiquated and more space and modernization is needed.	
Roll Off Dumpsters	\$30,000
Purchase of new roll off dumpsters to replace around the city. These dumpsters are the larger sizes, 20 YD and 30 YD.	
Sanitation 24' Tandem Axle Trailer	\$12,000
Trailer to be used for delivering z-carts and recycling carts.	
Sanitation Building Improvements	\$25,000
Building Improvements as needed.	
Sanitation Collection Body & Packer Replacement SA66	\$165,000
Furnish and install new body and packer on SA66 (Existing Collection Vehicle).	
Sanitation Collection Body & Packer SA700	\$165,000
Furnish and install new body and packer on SA700 (existing collection vehicle).	
Sanitation Curotto Can, Replacement	\$30,000
Curotto Can Replacement	
Sanitation Hydraulic Cylinders, Replacement	\$17,000
Replace hydraulic cylinders SA704 & SA705	
Sanitation Mig Welder	\$5,500
Mig Welder for dumpster repairs and maintenance.	
Sanitation New SUV	\$44,500
This new SUV purchase will be replacing the totaled Jeep Cherokee SA0268.	
Sanitation Recycling Carts 65 Gallon	\$200,000
65 Gallon Recycling Carts for automation of recycling collection. Sanitation Department to phase out 18-gallon bins currently used.	
Sanitation Side-Loader 30CY	\$330,000
Sanitation Side-Loader, 30CY. Replaces SA77 2014 at end of service life.	
Sanitation Side-Loader, 15CY	\$230,000
Sanitation Side-Loader. Replaces SA270 2006 in poor condition. This vehicle will collect solid waste in restrained space locations and also for missed pickups as needed.	
Sanitation Skid Steer, Replacement	\$120,000
Skid Steer Replacement. Replaces SA267 2016 Bobcat at end of service life.	
Total: \$4,884,818	

Police Dispatch Requests

Itemized Requests for 2026

Dispatch Consolidation - Central Square (Software/Subscriptions)

\$58,391

Central Square Contract #41-23-21 (CAD Software Maintenance) 47 Subscriptions - Required for Pasco County system access (Initial Term: 07/10/2023 - 07/10/2028) 5% Annual Increase

Total: \$58,391

Human Resources Requests

Itemized Requests for 2026

Salary Study

\$40,000

Expenditures for Salary Study

Total: \$40,000

Building Department Requests

Itemized Requests for 2026

Convert storage area in for office.

\$23,000

Subject: Request to Convert Storage Area into Office for Code EnforcementI would like to propose converting the current storage area into an office space to accommodate the Code Enforcement Officer position, pending approval of the Code Support...

Total: \$23,000

Police Requests

Itemized Requests for 2026

AXON Fleet3 FY24 (28 Units)	\$44,132
Recurring contract #41-23-22.1: Q-503821 (EXP: FY33)(28) In-car camera systems and evidence storage.	
AXON Fleet3 FY25 (7 Units)	\$14,160
Recurring contract #41-24-40: Q-584881 (EXP: FY34)(7) In-car camera systems and evidence storage.	
AXON Fleet3 FY26 (5 Units)	\$11,000
(5) In-car camera systems and evidence storage.	
AXON OSP7+ FY24 (10-Yr Rewrite)	\$208,020
Recurring 10-Year Rewrite Contract #25-23-02 (EXP: FY33)Includes equipment/evidence storageFY24: Q-503152 (48) Plans + (5) Additional Plans/Yr (EXP: FY33)	
Building Improvements - Furniture & Fixtures	\$30,000
Upgrade/replacement of administrative office furniture and fixtures.	
CIS Vehicle Radio Equipment (8)	\$25,000
New vehicle radio equipment	
CIS Vehicles FY26 (8)	\$515,900
(8) Vehicles: (1) K-9; (4) CIS; (3) SRT Pricing includes striping/equipment/lights & accessories/in-car printers Projection: (8) replacement vehicles annually @ ~\$67,000/ea plus \$7,500 for upgrades to existing fleet.	
Conceptual Design Work for Building Interior - Other	\$10,000
This budget request supports the continuation of conceptual design work at the Police Department, aimed at reinforcing the agency's mission, vision, and core values through visual, spatial, and branding enhancements. The project focuses on...	
Exterior Paint	\$25,000
Paint building exterior.	
Flock Safety Falcon System (3)	\$10,500
Recurring Contract #41-25-03 (EXP FY27-Auto Renewal)Falcon Flex	
Flock Safety Falcon System (6)	\$25,500
License Plate Readers - Service Agreement Q-134193	
Gutter Guards	\$12,500
The installation of gutter guards at the Police Department is a necessary preventative maintenance investment to protect recently replaced downspouts and ensure the continued integrity of the building's drainage system. The facility is surrounded...	
Handheld Radios	\$175,000
Replace (50) handheld radios for compatibility. \$3,300/ea.Current radios are outdated, and obtaining replacement parts is difficult.	
Keypad Access Upgrade	\$25,000
(7) Keypads Plus Boards/Software UpgradeUpgrading the security features of high-liability areas, such as the armory, property/evidence storage, and the confidential files office, is a critical operational priority. These locations handle sensitive...	
Laptops (9)	\$31,500
Purchase (9) laptops. \$3,500/ea.	

LiveScan End-of-Life Equipment Replacement	\$29,000
FBI/FDLE Approved Livescan Desktop Equipment10-Year End-of-Life ReplacementDataworks Florida State Contract #FDLE-001-25	
Monument and Building Upgrades	\$110,000
The proposed budget request seeks to fund the replacement and upgrade of the existing monument sign and related city signage located at the Police Department headquarters. This update is necessary to align with the city's newly adopted branding...	
Police Training Facility	\$500,000
The Police Department Training Facility would be designed to support comprehensive law enforcement training and continuing education. The facility would be purpose-built to ensure officers are equipped with the knowledge, skills, and practical...	
Rear Gate Electronic Entry	\$25,000
To enhance security, access control, and operational efficiency, we propose the installation of an electronic entry system at the rear gate of our facility/property. This system will allow for controlled entry through keycards, keypads, or remote...	
Roof Paint & Reseal	\$40,000
The Police Department building requires immediate attention to reseal and paint the roof due to a combination of aging infrastructure and recent performance issues. Over the past year, the department has experienced multiple leaks during periods...	
Total: \$1,867,212	

CRA Requests

Itemized Requests for 2026

8th Street & Oakside Neighborhood Improvements	\$600,000
Install new black street poles and signs, landscape pots, benches and trash receptacles and improvements to retention pond fencing.	
Backyard Project Renovation	\$250,000
Enhancements to the Backyard project at the corner of 8th St and 6th Avenue add seating, a pad and electricity for a food truck, and an area for entertainment.	
CRA District Land Acquisition	\$477,000
Acquisition of properties within the CRA District for projects as outlined in the CRA Masterplan	
Park and Entrance Signage - Public Art Opportunities	\$150,000
Continue to provide new logo signs within the CRA District. Continue to look for public art opportunities within the CRA District. Murals, water features, 3-D art to provide additional interest in the downtown area.	
Renovation of Clock Plaza	\$992,000
Design, permitting and construction of Clock Plaza.	
Sidewalk Development	\$150,000
Design and survey services for sidewalks within the CRA.	
The 6th Avenue alley enhancement	\$50,000
Design pedestrian connection from Backyard and City Hall to 5th Avenue, using art, hardscape, lighting.	
Total: \$2,669,000	

Water Department Requests

Itemized Requests for 2026

Backflow Replacement	\$180,000
Change out all Dual Check Valves throughout the City with new trackable models. This is in accordance with FDEP rule 62-555.360-2 which states that Dual Check Valves (DuC's) "shall be refurbished or replaced at least once every 5 to 10 years...	
City Yard Building Construction - Utilities	\$11,551,129
The existing facility was constructed in 1984 - the facilities are antiquated and more space and modernization is needed.	
Drinking Water Well Rehabilitation	\$175,000
This project includes the pulling & rewinding of the motor, inspection of the (pump/drop pipe/shafts & bearings), & the scouring of the well casing at Well # 4. This will also include new reagent less chlorine analyzers at wells 4...	
Inventory - Water	\$500,000
All items and/or services purchased under this object code must be entered into the asset inventory system and then entered into work orders as the items are used or services rendered. Purchase of meters, pipes, tubing, fittings, valves and other...	
Meter and Backflow Replacement Program	\$1,710,000
This will be a 3-year project which will replace approximately 10,000 meters and backflow devices. The meters that were not replaced when Fathom replaced the majority of them, the remaining meters are at the end of their normal useful...	
New camera systems for well sites 2, 3, 4, and 5.	\$20,000
The camera systems will be utilized as a security system in hopes to prevent any intruders from damaging the equipment..	
New Meter Reader Vehicle	\$50,000
New Meter Reader needs own vehicle. Replaces #163163: - Year: 2013, Mileage: 101940, Problems: Body damage, engine issues, starting issuesNeed to remember, although the mileage doesn't seem too bad, this truck runs a lot more than what the mileage...	
SCADA System Maintenance and/or Upgrades	\$50,000
This project will be to purchase emergency back-up cards for our wells, the booster pumping station site, and the interconnect site. Also, for upgrades to antennas that are necessary for radio frequency communication.To include potential...	
Trailer Mounted Air Compressor and pneumatic moles	\$50,000
This equipment is used for large air tools and drilling holes with the requested moles for water lines.	
Two New Utility Vehicles	\$200,000
Two new vehicles to replace two older vehicles 18 & 2418: - Year: 2015, Mileage: 89091, Problems: DEF (Diesel) system, wiring issues24: - Year: 2015, Mileage: 105134, Problems: DEF System, wiring issues, trailer brake controllerNeed to...	
Well 10 Improvements	\$750,000
This project is to plan and construct a building around Well # 10 which is currently located outside in the elements. This will include a pump/electrical room, chemical room, new generator, and perimeter fencing.	
Well 3 and 11 Generator Replacement	\$280,000
Replace existing aged generators for Well 3 and 11	
Total: \$15,516,129	

Wastewater Requests

Itemized Requests for 2026

Digester Rehabilitation	\$1,000,000
The current digester has seen its better days long ago. It is used as an aerobic digester for sludge de-watering purposes. This tank needs to be cleaned out, resurfaced inside and out, coated, and improvements to the coarse air diffuser system.	
Gravity Sewer Line Rehabilitations	\$800,000
Lining of old sewer lines that have been cracked/broken to get rid of any potential of infiltration of groundwater into the collections system.	
Inventory - Wastewater	\$20,000
All items and/or services purchased under this object code must be entered into the asset inventory system and then entered into work orders as the items are used or services rendered.	
Lift Station Major Rehabilitations	\$550,000
This project is to continue with the rehabilitation / repairs of our lift stations. This will be an on-going project from year to year where we do a total rehab. of approximately 3 lift stations per year.	
Lift Station Odor Control	\$120,000
This will be a multi-year project to install additional odor control systems at specific lift stations. This process reduces the hydrogen sulfide production within the force mains to reduce the odors at the lift station.	
New LARGE Crane Truck	\$225,000
This new vehicle needs to be large enough to put a heavy crane on it so we will be able to pull the extremely large lift station pumps that have been recently installed.	
New service truck for additional employee	\$100,000
This full size service truck will be for our new employee who we have hired is FY25.	
Sewer Manhole Rehabilitations	\$250,000
This project is to continue with the rehabilitation / repair of our sewer manholes. This will be an ongoing project from year to year.	
Sludge Holding Tank 1 & 2 Rehabilitation	\$550,000
The sludge-holding tank needs to be emptied, all the surfaces inside and out need to be recoated, the main gear box needs to be replaced, all the metal structure needs to be sand-blasted and recoated. One tank this next FY, one the following FY as...	
Sludge Press Conveyor Improvement/replacement	\$250,000
This project will replace portions of the conveyor which transports pressed sludge into the bed of a semi-trailer for disposal. The current system is poorly designed and has become a safety concern as the piping has blown apart on multiple...	
Total: \$3,865,000	

Fleet Maintenance Requests

Itemized Requests for 2026

Fleet 1/2 Ton Pick up	\$55,000
Fleet truck for general service, service calls, picking up parts etc.	
Fleet Building Improvements	\$25,000
Misc. Building improvements as needed.	
Fleet Diagnostic Scanner & Software	\$12,000
Diagnostic Scanner and software for fleet troubleshooting and repairs.	
Fleet Hydraulic Hose Crimping Machine	\$15,000
This hydraulic hose crimping machine will provide the fleet team with the opportunity to fabricate hydraulic hoses "in-house" as needed.	
Fleet Mig Welder	\$6,000
Mig welder for fleet repairs and general welding.	
Fleet Plasma Cutter	\$6,000
Plasma cutter for fleet repairs.	
Fleet Tire Changing Machine	\$25,000
Tire Changing Machine for various sizes of tires (from automotive to heavy-truck).	
Total: \$144,000	

Utility Billing Requests

Itemized Requests for 2026

Re-work the Utility Customer service Area	\$50,000
As the City has grown, the staff recommends reconfiguring the Utility Customer Service Area. There could be more room for the staff to meet with customers and move supervisors closer to front-line staff. Costs include D&E and construction.	
Tyler Notify Platform	\$40,000
Deliver messages and interact with recipients using the delivery channels and tools you use every day. Tyler Notify allows you to create and send customized messages via phone and email in a secure and audited environment and it specifically...	
Total: \$90,000	

Capital Requests by Fund

ERP Code	General Fund	2026 Capital Costs
01001200-561500-	Salary Study	\$40,000.00
01001200-562000-	City Hall Improvements	\$30,000.00
01001600-564000-	City Hall Server Replacement	\$15,000.00
01001900-562000-	Fleet Building Improvements	\$25,000.00
01001900-564000-	Fleet Diagnostic Scanner & Software	\$12,000.00
01001900-564000-	Fleet Tire Changing Machine	\$25,000.00
01001900-564000-	Fleet Hydraulic Hose Crimping Machine	\$15,000.00
01001900-564000-	Fleet Plasma Cutter	\$6,000.00
01001900-564000-	Fleet Mig Welder	\$6,000.00
01001900-564000-	Fleet 1/2 Ton Pick up	\$55,000.00
01002400-562000-	Convert storage area in for office	\$23,000.00
01004100-562000-	Streets Building Improvements	\$25,000.00
01007100-566000-	Purchase New Library Books and Materials	\$28,000.00
01007200-562000-	Parks & Facilities Building Improvements	\$25,000.00
01007200-562000-21P07	City Yard Building Construction - General	\$12,864,367.00
01007200-563000-24P08	Zephyr Park	\$13,350,000.00
01007200-563200-	Landscaping	\$15,000.00
01042100-564000-	Dispatch Consolidation - Central Square	\$58,391.00
01147100-566000-	Purchase New Library Books and Materials	\$5,000.00
ERP Code	Special Revenue Fund	2026 Capital Costs
10012100-552000-	Flock Safety Falcon System (6)	\$25,500.00
10012100-552300-	Handheld Radios	\$175,000.00
10012100-552300-	Flock Safety Falcon System (3)	\$10,500.00
10012100-552950-	Laptops (9)	\$31,500.00
10012100-562000-	Monument and Building Upgrades	\$110,000.00
10012100-562000-	Rear Gate Electronic Entry	\$25,000.00
10012100-562000-	Keypad Access Upgrade	\$25,000.00
10012100-562000-	Exterior Paint	\$25,000.00
10012100-562000-	Roof Paint & Reseal	\$40,000.00
10012100-562000-	Conceptual Design Work for Building Interior	\$10,000.00
10012100-562000-	Gutter Guards	\$12,500.00
10012100-564000-	CIS Vehicles FY26 (8)	\$515,900.00
10012100-564000-	CIS Vehicle Radio Equipment (8)	\$25,000.00
10012100-564000-	AXON OSP7+ FY24 (10-Yr Rewrite)	\$208,020.00
10012100-564000-	AXON Fleet3 FY26 (5 Units)	\$11,000.00
10012100-564000-	AXON Fleet3 FY25 (7 Units)	\$14,160.00
10012100-564000-	AXON Fleet3 FY24 (28 Units)	\$44,132.00
10012100-564000-	Building Improvements - Furniture & Fixtures	\$30,000.00
10012100-564000-	LiveScan End-of-Life Equipment Replacement	\$29,000.00
10013800-563000-23P01	"C" Avenue Culvert Replacement, Design	\$150,000.00
10013800-563000-23P01	20th Street & 4th Avenue Drainage Improvements, Design	\$150,000.00
10013800-563000-23P01	Stormwater Infrastructure Improvements	\$200,000.00
10013800-563000-26P02	9th Avenue Stormwater Improvements.	\$150,000.00
10014100-563111-21P11	City Wide Trails	\$500,000.00
10014100-563111-21P11	City Wide Sidewalks	\$700,000.00
10014100-564000-	Streets Payloader	\$225,000.00
10014100-564000-	Streets 3/4 Ton Pick Up Truck	\$76,000.00
10014100-564000-	Street Sweeper	\$450,000.00
10017100-562000	Replace A/C-Heating units (2)	\$150,000.00
10017200-562000-	Depot Parking Lot Improvements	\$375,000.00

10017200-562000-	Historic Building Renovations	\$100,000.00
10017200-563000-	Park Signs with New Logo	\$250,000.00
10017200-564000-	Parks Lawn Trailer	\$5,000.00
10017200-564000-	Parks 3/4 Ton Truck 2 of 2	\$50,000.00
10017200-564000-	Parks 4500 Truck w/ Dump Body	\$90,000.00
10017200-564000-	Parks 5100 Tractor with loader bucket	\$80,000.00
10017200-564000-	Parks 3/4 Ton Truck 1 of 2	\$52,000.00
10017200-564000-	Parks Sprayer / Spreader	\$15,000.00
10023800-563000-	Retention Pond Fencing	\$50,000.00
10023800-564000-	6" Stormwater Discharge Hose	\$25,000.00
10023800-564000-	6" Stormwater Pump, Portable	\$65,000.00
10024100-563100-	Annual Street Resurfacing	\$1,000,000.00
10027200-564000-	Parks Zero Turn Mower 1 of 2	\$15,000.00
10027200-564000-	Parks Zero Turn Mower 2 of 2	\$15,000.00
10057200-563000-	Park Improvements	\$845,000.00
10063800-563000-26P02	9th Avenue Stormwater Improvements	\$850,000.00
10067200-563000-24P08	Zephyr Park	\$2,650,000.00
ERP Code	CRA Fund	2026 Capital Costs
11005900-561000-	CRA District Land Acquisition	\$477,000.00
11005900-563000-	Renovation of Clock Plaza	\$992,000.00
11005900-563000-	8th Street & Oakside Neighborhood Improvements	\$600,000.00
11005900-563000-	Park and Entrance Signage - Public Art Opportunities	\$1,500.00
11005900-563000-	Park and Entrance Signage - Public Art Opportunities	\$148,500.00
11005900-563000-	Backyard Project Renovation	\$250,000.00
11005900-563000-	The 6th Avenue alley enhancement	\$25,000.00
11005900-563000-	The 6th Avenue alley enhancement	\$25,000.00
11005900-563111-21P11	Sidewalk Development	\$150,000.00
ERP Code	Impact Fee Fund	2026 Capital Costs
12014100-563000-	Gateway Project	\$500,000.00
12014100-563000-25P03	Hot Spot - Intersection Improvements	\$2,000,000.00
12014100-563000-25P04	Pretty Pond and Wire Road Roundabout	\$1,000,000.00
12037200-563000-	City Wide Park Improvements	\$500,000.00
12042100-562000-	Police Training Facility	\$500,000.00
ERP Code	Utility Fund	2026 Capital Costs
41001300-562000-	Re-work the Utility Customer service Area	\$50,000.00
41001300-564000-	Tyler Notify Platform	\$40,000.00
41003300-562000-	Well 10 Improvements	\$750,000.00
41003300-562000-21P07	City Yard Building Construction - Utilities	\$11,551,129.00
41003300-564000-	New camera systems for well sites 2, 3, 4, and 5.	\$20,000.00
41003300-564000-	Trailer Mounted Air Compressor and pneumatic moles	\$50,000.00
41003300-564000-	Two New Utility Vehicles	\$200,000.00
41003300-564000-	New Meter Reader Vehicle	\$50,000.00
41003300-564000-	Well 3 and 11 Generator Replacement	\$280,000.00
41003300-564000-	SCADA System Maintenance and/or Upgrades	\$50,000.00
41003300-564000-	Backflow Replacement	\$180,000.00
41003300-564000-	Drinking Water Well Rehabilitation	\$175,000.00
41003300-564000-26P01	Meter and Backflow Replacement Program	\$1,710,000.00
41003300-565900-	Inventory - Water	\$500,000.00
41003500-563000-	Sludge Holding Tank 1 & 2 Rehabilitation	\$550,000.00
41003500-563000-	Digester Rehabilitation	\$1,000,000.00
41003500-563000-	Lift Station Odor Control	\$120,000.00
41003500-563000-	Gravity Sewer Line Rehabilitations	\$800,000.00

41003500-563000-	Sewer Manhole Rehabilitations	\$250,000.00
41003500-563000-	Lift Station Major Rehabilitations	\$550,000.00
41003500-564000-	Sludge Press Conveyor Improvement/replacement	\$250,000.00
41003500-564000-	New LARGE Crane Truck	\$225,000.00
41003500-564000-	New service truck for additional employee	\$100,000.00
41003500-565900-	Inventory - Wastewater	\$20,000.00
ERP Code	Airport Fund	2026 Capital Costs
42004200-564000-	Golf Carts (2)	\$30,000.00
42004200-565900-	Fuel Inventory for Resale	\$1,040,000.00
ERP Code	Sanitation Fund	2026 Capital Costs
43003400-562000-	Sanitation Building Improvements	\$25,000.00
43003400-562000-21P07	City Yard Building Construction - Sanitation	\$3,510,818.00
43003400-564000-	Sanitation New SUV	\$44,500.00
43003400-564000-	Sanitation 24' Tandem Axle Trailer	\$12,000.00
43003400-564000-	Sanitation Hydraulic Cylinders, Replacement	\$17,000.00
43003400-564000-	Sanitation Mig Welder	\$5,500.00
43003400-564000-	Sanitation Recycling Carts 65 Gallon	\$200,000.00
43003400-564000-	Sanitation Curotto Can, Replacement	\$30,000.00
43003400-564000-	Sanitation Collection Body & Packer Replacement SA66	\$165,000.00
43003400-564000-	Sanitation Side-Loader, 15CY	\$230,000.00
43003400-564000-	Sanitation Skid Steer, Replacement	\$120,000.00
43003400-564000-	Sanitation Collection Body & Packer SA700	\$165,000.00
43003400-564000-	Sanitation Side-Loader 30CY	\$330,000.00
43003400-564090-	Roll Off Dumpsters	\$30,000.00
Total 2026 Capital Costs		69,867,917.00

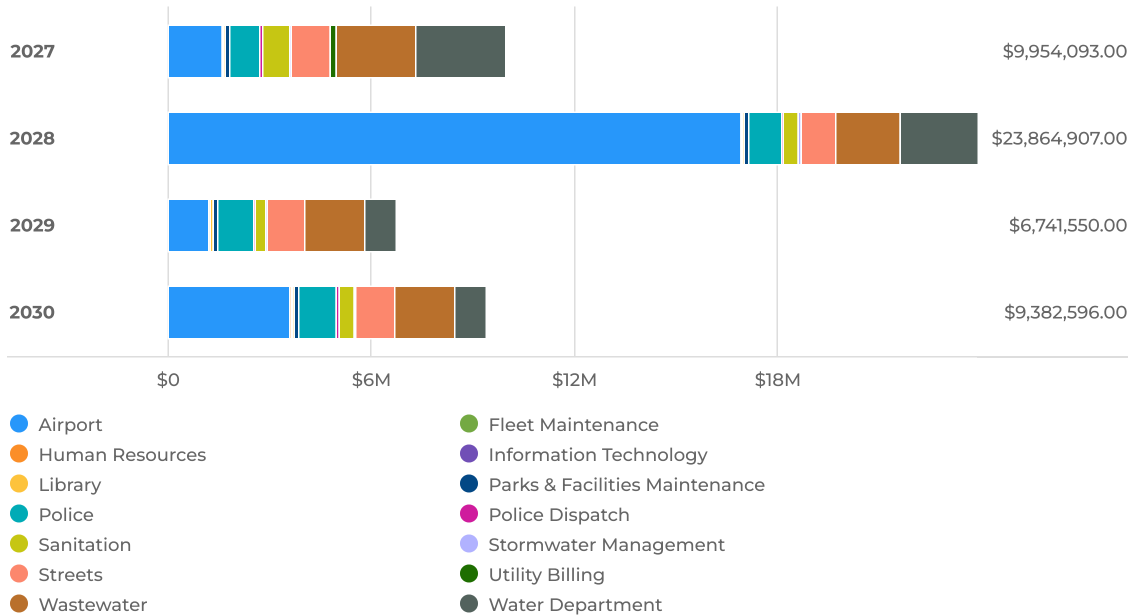
Capital Improvement Plan

Total Capital Requested

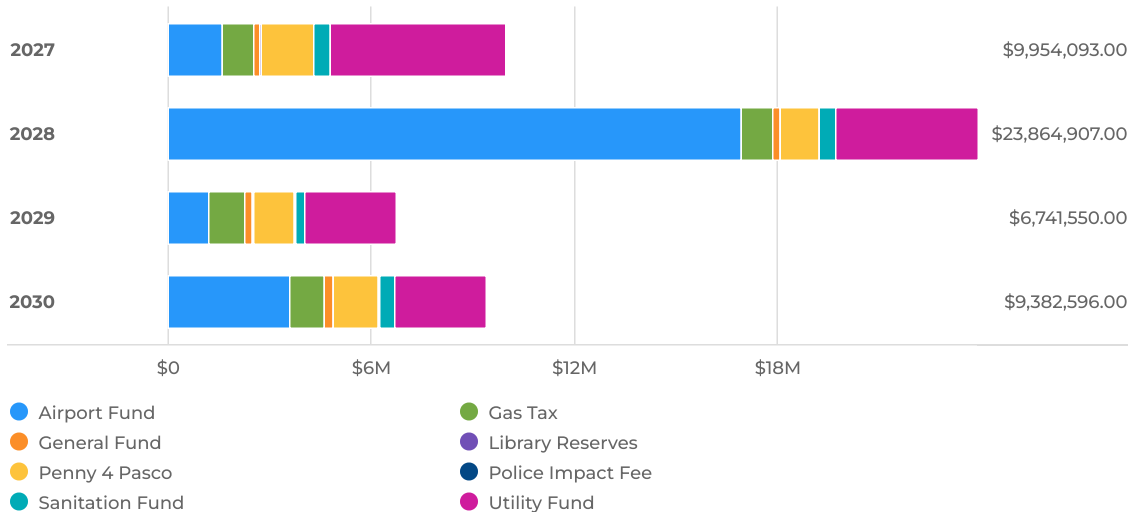
\$49,943,146

134 Capital Improvement Projects

Total Funding Requested by Department



Total Funding Requested by Source



Streets Requests

Itemized Requests for 2027-2030

Annual Street Resurfacing	\$3,800,000
Annual Street Resurfacing - city wide.	
City Wide Sidewalks	\$500,000
City wide sidewalks. To continue adding sidewalks based on the sidewalk master plan. Also to add missing connections to sidewalks.	
Streets Building Improvements	\$100,000
Building Improvements as needed.	
Total: \$4,400,000	

Parks & Facilities Maintenance Requests

Itemized Requests for 2027-2030

Historic Building Renovations	\$400,000
Renovations, repairs and improvements to city owned historic buildings.	
Landscaping	\$60,000
Landscaping in various areas around the City.	
Parks & Facilities Building Improvements	\$100,000
Building Improvements as needed.	
Total: \$560,000	

Fleet Maintenance Requests

Itemized Requests for 2027-2030

Fleet Building Improvements	\$100,000
Misc. Building improvements as needed.	
Total: \$100,000	

Sanitation Requests

Itemized Requests for 2027-2030

Roll Off Dumpsters	\$120,000
Purchase of new roll off dumpsters to replace around the city. These dumpsters are the larger sizes, 20 YD and 30 YD.	
Sanitation 3/4 Ton Truck	\$65,000
3/4 Ton Truck. Replaces SA91 2011 in poor condition.	
Sanitation Building Improvements	\$100,000
Building Improvements as needed.	
Sanitation Roll Off Truck	\$350,000
Replacement Roll-Off Truck. Replaces SA92 2005 Roll-Off Truck at end of service life.	
Solid Waste Collection Vehicle, Commercial Front Loader	\$400,000
New Front Load Collection Vehicle, replaces SA704 2020 Peterbilt Front Loader Note: Industry Service Life for Refuse Vehicles is a maximum of 10 years.	
Solid Waste Collection Vehicle, Front Loader	\$400,000
New Front Load Collection Vehicle, replaces SA65 2017 Peterbilt Front Loader Note: Industry Service Life for Refuse Vehicles is a maximum of 10 years.	
Solid Waste Collection Vehicle, Side-Loader	\$350,000
New Side-Load Collection Vehicle, replaces SA00 2014 Kenworth Rear Loader. Note: Industry Service Life for Refuse Vehicles is a maximum of 10 years.	
Solid Waste Dumpster Toter	\$225,000
New Dumpster Toter, replaces SA75 2015 Ford F-650 Dumpster Toter	
Total: \$2,010,000	

Utility Billing Requests

Itemized Requests for 2027-2030

Re-work the Utility Customer service Area	\$200,000
As the City has grown, the staff recommends reconfiguring the Utility Customer Service Area. There could be more room for the staff to meet with customers and move supervisors closer to front-line staff. Costs include D&E and construction.	
Total: \$200,000	

Information Technology Requests

Itemized Requests for 2027-2030

Backup Battery Replacement - City Hall	\$15,000
Backup battery replacement for UPS at City Hall - the batteries are due for a replacement cycle.	
Backup Battery Replacement - PD	\$15,000
Backup battery replacement for UPS at Police Department - the batteries are due for a replacement cycle.	
City Hall Server Replacement	\$15,000
City Hall server replacement - the server is due for a replacement cycle.	
PD Server Replacement	\$15,000
PD server replacement - the server is due for a replacement cycle.	
Total: \$60,000	

Police Requests

Itemized Requests for 2027-2030

AXON Fleet3 FY24 (28 Units)	\$176,528
Recurring contract #41-23-22.1: Q-503821 (EXP: FY33)(28) In-car camera systems and evidence storage.	
AXON Fleet3 FY25 (7 Units)	\$56,640
Recurring contract #41-24-40: Q-584881 (EXP: FY34)(7) In-car camera systems and evidence storage.	
AXON Fleet3 FY26 (5 Units)	\$44,000
(5) In-car camera systems and evidence storage.	
AXON OSP7+ FY24 (10-Yr Rewrite)	\$966,000
Recurring 10-Year Rewrite Contract #25-23-02 (EXP: FY33)Includes equipment/evidence storageFY24: Q-503152 (48) Plans + (5) Additional Plans/Yr (EXP: FY33)	
CIS Vehicle Radio Equipment (8)	\$100,000
New vehicle radio equipment	
CIS Vehicles FY26 (8)	\$2,633,721
(8) Vehicles: (1) K-9; (4) CIS; (3) SRT Pricing includes striping/equipment/lights & accessories/in-car printers Projection: (8) replacement vehicles annually @ ~\$67,000/ea plus \$7,500 for upgrades to existing fleet.	
Flock Safety Falcon System (6)	\$72,000
License Plate Readers - Service Agreement Q-134193	
Total: \$4,048,889	

Wastewater Requests

Itemized Requests for 2027-2030

Gravity Sewer Line Rehabilitations	\$3,500,000
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Lining of old sewer lines that have been cracked/broken to get rid of any potential of infiltration of groundwater into the collections system.

Inventory - Wastewater	\$80,000
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All items and/or services purchased under this object code must be entered into the asset inventory system and then entered into work orders as the items are used or services rendered.

Lift Station Major Rehabilitations	\$2,400,000
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This project is to continue with the rehabilitation / repairs of our lift stations. This will be an on-going project from year to year where we do a total rehab. of approximately 3 lift stations per year.

Lift Station Odor Control	\$250,000
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This will be a multi-year project to install additional odor control systems at specific lift stations. This process reduces the hydrogen sulfide production within the force mains to reduce the odors at the lift station.

Sewer Manhole Rehabilitations	\$1,000,000
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This project is to continue with the rehabilitation / repair of our sewer manholes. This will be an ongoing project from year to year.

Sludge Holding Tank 1 & 2 Rehabilitation	\$550,000
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The sludge-holding tank needs to be emptied, all the surfaces inside and out need to be recoated, the main gear box needs to be replaced, all the metal structure needs to be sand-blasted and recoated. One tank this next FY, one the following FY as...

Total: \$7,780,000

Water Department Requests

Itemized Requests for 2027-2030

Backflow Replacement	\$950,000
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Change out all Dual Check Valves throughout the City with new trackable models. This is in accordance with FDEP rule 62-555.360-2 which states that Dual Check Valves (DuC's) "shall be refurbished or replaced at least once every 5 to 10 years...

Drinking Water Well Rehabilitation	\$650,000
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This project includes the pulling & rewinding of the motor, inspection of the (pump/drop pipe/shafts & bearings), & the scouring of the well casing at Well # 4. This will also include new reagent less chlorine analyzers at wells 4...

Inventory - Water	\$2,000,000
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All items and/or services purchased under this object code must be entered into the asset inventory system and then entered into work orders as the items are used or services rendered. Purchase of meters, pipes, tubing, fittings, valves and other...

Meter and Backflow Replacement Program	\$3,020,000
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This will be a 3-year project which will replace approximately 10,000 meters and backflow devices. The meters that were not replaced when Fathom replaced the majority of them, the remaining meters are at the end of their normal useful...

SCADA System Maintenance and/or Upgrades	\$160,000
---	------------------

This project will be to purchase emergency back-up cards for our wells, the booster pumping station site, and the interconnect site. Also, for upgrades to antennas that are necessary for radio frequency communication. To include potential...

Total: \$6,780,000

Library Requests

Itemized Requests for 2027-2030

New Flooring	\$50,000
---------------------	-----------------

New flooring (non-carpet) for the library. Top priority, meeting room.

Purchase New Library Books and Materials	\$140,000
---	------------------

Purchase of new library materials like regular print books, large print books, DVDs, audiobooks, children's books, etc.

Total: \$190,000

Stormwater Management Requests

Itemized Requests for 2027-2030

Retention Pond Fencing	\$200,000
-------------------------------	------------------

Replace Retention Pond Fencing as needed.

Total: \$200,000

Airport Requests

Itemized Requests for 2027-2030

6th avenue realignment	\$5,500,000
Realignment of 6th Avenue.	
Airport Master Plan update	\$500,000
Airport Masterplan update.	
Design and construct two-10 unit t-hangars	\$3,700,000
Design and construct two 10-unit t-hangars.	
FBO Terminal Construction	\$6,000,000
FBO Terminal construction. Working on obtaining state appropriation.	
Fuel Inventory for Resale	\$4,260,000
Fuel inventory for resale.	
Realignment of South avenue phase I	\$1,650,000
Realignment of South Avenue for additional t-hangar development, Phase 1.	
Storm Water Master Plan	\$1,000,000
Storm water master-plan build out. Site development for future storm water projects.	
T-hangar Rehabilitation	\$700,000
Seal remaining t-hangar roofs.	
Total: \$23,310,000	

Police Dispatch Requests

Itemized Requests for 2027-2030

Dispatch Consolidation - Central Square (Software/Subscriptions)	\$264,257
Central Square Contract #41-23-21 (CAD Software Maintenance) 47 Subscriptions - Required for Pasco County system access(Initial Term: 07/10/2023 - 07/10/2028)5% Annual Increase	
Total: \$264,257	

Human Resources Requests

Itemized Requests for 2027-2030

Salary Study	\$40,000
Expenditures for Salary Study	
Total: \$40,000	

CIP by Fund

Funding Source	Project Number	Request Title	FY2027	FY2028	FY2029	FY2030
Airport Fund		Storm Water Master Plan			\$150,000	\$850,000
		T-hangar Rehabilitation		\$700,000		
		Design and construct two-10 unit t-hangars		\$3,700,000		
		6th avenue realignment	\$550,000	\$4,950,000		
		Airport Master Plan update		\$500,000		
		Realignment of South avenue phase I				\$1,650,000
		Fuel Inventory for Resale	\$1,050,000	\$1,060,000	\$1,070,000	\$1,080,000
	23P02	FBO Terminal Construction		\$6,000,000		
Total Airport Fund			\$1,600,000	\$16,910,000	\$1,220,000	\$3,580,000
Gas Tax		Retention Pond Fencing	\$50,000	\$50,000	\$50,000	\$50,000
		Annual Street Resurfacing	\$900,000	\$900,000	\$1,000,000	\$1,000,000
Total Gas Tax			\$950,000	\$950,000	\$1,050,000	\$1,050,000
General Fund		City Hall Server Replacement				\$15,000
		Backup Battery Replacement - City Hall		\$15,000		
		Purchase New Library Books and Materials	\$28,000	\$30,000	\$30,000	\$32,000
		Salary Study				\$40,000
		Landscaping	\$15,000	\$15,000	\$15,000	\$15,000
		Parks & Facilities Building Improvements	\$25,000	\$25,000	\$25,000	\$25,000
		Streets Building Improvements	\$25,000	\$25,000	\$25,000	\$25,000
		Fleet Building Improvements	\$25,000	\$25,000	\$25,000	\$25,000
		Dispatch Consolidation - Central Square	\$61,311	\$64,376	\$67,595	\$70,975
Total General Fund			\$179,311	\$199,376	\$187,595	\$247,975
Library Reserves		Purchase New Library Books and Materials	\$5,000	\$5,000	\$5,000	\$5,000
Total Library Reserves			\$5,000	\$5,000	\$5,000	\$5,000
Penny 4 Pasco		PD Server Replacement	\$15,000			
		Backup Battery Replacement - PD				\$15,000
		Historic Building Renovations	\$100,000	\$100,000	\$100,000	\$100,000
	21P11	City Wide Sidewalks	\$200,000	\$100,000	\$100,000	\$100,000
		New Flooring			\$50,000	
		Flock Safety Falcon System (6)	\$18,000	\$18,000	\$18,000	\$18,000
		CIS Vehicle Radio Equipment (8)	\$25,000	\$25,000	\$25,000	\$25,000
		CIS Vehicles FY26 (8)	\$567,490	\$624,239	\$686,663	\$755,329
		AXON OSP7+ FY24 (10-Yr Rewrite)	\$220,000	\$234,000	\$250,000	\$262,000
		AXON Fleet3 FY26 (5 Units)	\$11,000	\$11,000	\$11,000	\$11,000
		AXON Fleet3 FY25 (7 Units)	\$14,160	\$14,160	\$14,160	\$14,160
		AXON Fleet3 FY24 (28 Units)	\$44,132	\$44,132	\$44,132	\$44,132
Total Penny 4 Pasco			\$1,214,782	\$1,170,531	\$1,298,955	\$1,344,621
Sanitation Fund		Roll Off Dumpsters	\$30,000	\$30,000	\$30,000	\$30,000
		Solid Waste Collection Vehicle, Front Loader				\$400,000
		Solid Waste Dumpster Toter			\$225,000	
		Solid Waste Collection Vehicle, Front Loader		\$400,000		
		Sanitation 3/4 Ton Truck	\$65,000			
		Solid Waste Collection Vehicle, Side-Loader	\$350,000			
		Sanitation Building Improvements	\$25,000	\$25,000	\$25,000	\$25,000

		Sanitation Roll Off Truck	\$350,000			
Total Sanitation Fund			\$820,000	\$455,000	\$280,000	\$455,000
Utility Fund		Inventory - Wastewater	\$20,000	\$20,000	\$20,000	\$20,000
		Inventory - Water	\$500,000	\$500,000	\$500,000	\$500,000
		Re-work the Utility Customer service Area	\$200,000			
		Sludge Holding Tank 1 & 2 Rehabilitation	\$550,000			
		Lift Station Odor Control	\$120,000	\$130,000		
		Meter and Backflow Replacement Program	\$1,720,000	\$1,300,000		
		Gravity Sewer Line Rehabilitations	\$800,000	\$900,000	\$900,000	\$900,000
		Sewer Manhole Rehabilitations	\$250,000	\$250,000	\$250,000	\$250,000
		Lift Station Major Rehabilitations	\$600,000	\$600,000	\$600,000	\$600,000
		SCADA System Maintenance and/or Upgrades	\$50,000	\$50,000	\$30,000	\$30,000
		Backflow Replacement	\$200,000	\$250,000	\$250,000	\$250,000
		Drinking Water Well Rehabilitation	\$175,000	\$175,000	\$150,000	\$150,000
Total Utility Fund			\$5,185,000	\$4,175,000	\$2,700,000	\$2,700,000
Total Funding Sources			\$9,954,093	\$23,864,907	\$6,741,550	\$9,382,596

UTILITIES DIRECTOR'S REPORT 3.1

Approval of Piggyback Agreement **41-25-27** HST Utility Inc Meter Replacement

Issue:

The Utilities Department, Water Division, is seeking Council approval for a piggyback agreement with HST Utilities which would allow HST to replace approximately 3,500 water meters and backflow preventers.

Background:

In approximately 2016, the City agreed with Fathom to do utility billing services. During this time, any water meter which was older than a specific age was replaced. The meters not replaced at that time are in need of replacement. This is due to these meters having moving internal parts prone to wear and warranty periods ending. These new meters have no moving parts, so accuracy does not change. Additionally, any backflow preventers and hand valves needing replacement will be done at the same time.

Attachment(s):

1. 41-25-27 HST Utility_Signed
2. Exhibit 1 - 41-25-27 Piggyback - HST Utility Inc Meter Replacement(38182365.2)
3. Meter Pricing HST Utility Zephyrhills Fl(38181958.1)
4. IFB NO_ 2054_ WATER METER INSTALLATION AND REPLACEMENT PROGRAM(38181957.1)

Fiscal Impact:

The total estimated cost for labor for this project is approximately \$350,000.00. The actual cost proposal will be presented to Council at a future meeting.

Staff Recommendation:

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

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

THIS AGREEMENT (the "Piggyback Agreement"), made this 8th day of September 2025, between **CITY OF ZEPHYRHILLS** a Florida municipal corporation, having an address of 5335 8th Street, Zephyrhills, FL 33542 ("City), and **HST Utility, Inc.**, who is authorized to do business in the State of Florida, having an address of 13703 Messina Loop, Suite 202, Bradenton, FL 34211 ("Contractor").

WHEREAS, Contractor entered into an General Services Agreement for Water Meter Installation and Replacement Program with St. Johns County, a political subdivision of Florida ("St. Johns County"), pursuant to St. Johns County Contract #25-GSA-HST-20804, dated March 12, 2025, which was subsequently amended by Contract Amendment No: 01, dated April 7, 2025 (collectively, the "Agreement"), procured consistent with F.S. §287.057, attached hereto as *Exhibit "1"*; and

WHEREAS, the City has the legal authority under its purchasing policies adopted by the Zephyrhills City Council to "piggyback" onto a contract procured consistent with 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 St. Johns County, Florida for utilization of the same or similar services and pricing.

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 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 services of the Contractor in a manner and upon the terms and conditions as set forth in the Agreement.
3. The City and Contractor agree that all other terms and conditions of the Piggyback Agreement shall remain in full force and affect.
4. **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.**

IN WITNESS THEREOF, the above parties have executed this instrument, the name of each party being affixed and these present duly signed by its undersigned representative, pursuant to authority of its governing body.

HST UTILITY, INC.

CITY OF ZEPHYRHILLS


Printed Name: RIK HAUF
It's: HST UTILITY

Charles E. Proctor
City Council President

WITNESS

ATTEST


Printed Name: Izabella Hauf

Ricardo Quinones
City Clerk

EXHIBIT

1



CONTRACT AMENDMENT No: 01

IFB No: 2054 WATER METER INSTALLATION AND REPLACEMENT PROGRAM

Master Contract No: 25-GSA-HST-20804

Contractor: HST Utility, Inc.
13703 Messina Loop, Suite 202
Bradenton, FL 34211

Date: April 3, 2025

Contract Amendment No: 01 is hereby issued to amend the above referenced Master Contract as follows:

1. The price for Service Line Survey Audit Only is hereby corrected from \$35.00 to \$38.50 due to a scrivener's error.
2. All other terms and conditions of the original Agreement remain unchanged and in full force and effect.
3. Exhibit B REV 1 is attached hereto and reflects the revised Hourly Rates as provided herein.

St. Johns County shall compensate the Consultant based upon the terms as stated in the Agreement dated March 22, 2022, as amended thereafter.

With the exception of the amendments, changes, modifications and revisions noted in this Amendment, all other terms and conditions contained in the Agreement, as previously amended, shall remain in full force and effect. The County and the Consultant acknowledge that any further changes, amendments, modifications or revisions to the Agreement shall be in writing and executed by duly authorized representatives of each party.

In Witness Whereof, authorized representatives of the County, and Consultant have executed this Amendment on the dates below noted.

Signature of County Representative


Leigh A. Daniels, CPPB, FCCM, Purchasing Manager

Printed Name & Title – County Representative

Date

4/7/2025

Signature of Consultant Representative


Rick Huff Director

Printed Name & Title

Date

4/4/25

End of Amendment No: 01

ST JOHNS COUNTY

APR 07 2025

500 San Sebastian View, St. Augustine, FL 32084 | P: 904.209.0150 | F: 904.209.0151

www.sjcfil.us



GENERAL SERVICES AGREEMENT
BETWEEN
ST. JOHNS COUNTY AND CONTRACTOR

General Services Agreement No: 25-GSA-HST-20804

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12.20.2 Pursuant to Section 287.138, Florida Statutes, effective January 1, 2025, if Contractor may access, receive, transmit, or maintain personal identifiable information under this Contract, Contractor must submit a Foreign Entity Affidavit to the County. Additionally, effective July 1, 2025, Contractor shall submit a Foreign Entity Affidavit to the County prior to any renewals or extensions of this Contract. Failure or refusal to submit a Foreign Entity Affidavit shall be cause for immediate termination of this Contract by the County.21

12.21 Written Notice.....21

FINAL CERTIFICATE FOR PAYMENT 24

CONTRACTOR'S FINAL RELEASE AND WAIVER OF LIEN 25

This General Services Agreement ("Contract") is made this 12th day of March, 2025 (the "Effective Date") by and between **ST. JOHNS COUNTY** ("County"), a political subdivision of the State of Florida, whose principal offices are located at 500 San Sebastian View, St. Augustine, FL 32084; and **HST Utility, Inc.**, ("Contractor"), a company authorized to do business in the State of Florida, with its principal offices located at: 13703 Messina Loop Suite 202, Bradenton, FL 34211, Phone: (800)899-4858, and E-mail: Sales@hstutility.com, for **BID NO 2054 Water Meter Installation And Replacement Program**.

In consideration of the mutual promises and covenants contained herein, the parties hereby agree as follows:

ARTICLE I CONTRACT DOCUMENTS

1.1 The Contract Documents

1.1.1 The Contract Documents are the documents that govern the performance of the Services, and consist of the following documents which incorporated herein by reference:

- a) Fully Executed Change Orders and/or Amendments to this Contract.
- b) Notice(s) to Proceed
- c) Fully Executed Task Orders
- d) This fully executed General Services Agreement and all Exhibits and Attachments hereto:
 - a) Exhibit A – Scope of Services
 - b) Exhibit B – Unit Pricing
- e) Bid Documents and Bid Forms with all Addenda issued thereto for Bid No. 2054
- f) Bonds and Insurance furnished by Contractor in accordance with this Contract

1.1.2 Documents not enumerated above are not Contract Documents and do not form part of this Contract. No terms, conditions, limitations or exclusions in Contractor's bid/proposal documents or invoices shall be binding upon County or become part of the Contract Documents. In the event of conflicts of discrepancies, the Contract Documents shall be interpreted in the order of precedence as listed above in Section 1.1.1. Additionally, the main body of this Agreement shall take precedence over any Exhibit, electronic documents shall govern over hard-copy documents, and fully executed documents shall govern over unsigned drafts.

1.1.3 Contractor is solely responsible for requesting instructions, interpretations or clarifications to the Contract Documents and is solely liable for any costs and/or expenses arising from its failure to do so. The Parties agree to exhaust all good faith efforts to resolve any dispute relating to the Contract Documents. Should the Contractor have any questions concerning interpretation or clarification of the Contract Documents, Contractor shall submit to the County's Representative in writing, a request for clarification that clearly and concisely sets forth the issues for which such request is sought. Such request shall be submitted to the County's Representative by the Contractor within three (3) business days of receipt of the Contract Documents, or the direction, interpretation or clarification thereof provided by the County's Representative. The County's Representative shall render a determination related to the Contractor's question or request for interpretation or clarification within five (5) business days of receipt, which determination shall be considered final and conclusive unless Contractor files a written protest to the County Representative's rendered determination within fourteen (14) calendar days of receipt thereof. Contractor's protest shall be submitted to the County's Purchasing Director ("Purchasing Director"), and shall state clearly, and in detail, the basis thereof. Failure by the Contractor to protest the County Representative's rendered determination within the timeframe above shall constitute a waiver by the Contractor of all its rights to further protest, judicial or otherwise. The Purchasing Director shall consider the Contractor's protest and render a decision thereon, in writing, within ten (10) calendar days upon receipt. If Contractor does not agree with the Purchasing Director's decision, Contractor shall deliver written notice to that effect to the County Administrator, within three (3) business days of receipt of the Purchasing Director's decision.

1.1.4 Unless otherwise directed in writing, Contractor shall, at all times, carry on the Services in accordance with the requirements of this Agreement and the determination of the County, pending resolution of any Contract Document Dispute. In no event will a dispute, the filing of a protest, claim or appeal, or the resolution or litigation thereof, relieve the Contractor from its obligations to timely perform the Services required under this Agreement and to maintain the progress schedule in accordance with this Agreement.

1.1.5 Any and all Contract Documents shall remain the property of the County. Contractor is granted a limited license to use and reproduce applicable portions of the Contract Documents issued by the County appropriate to, and for use in,

execution of the Services. Contractor shall have the right to keep one record set of the Contract Documents upon completion of the Services; provided however, that in no event shall Contractor and/or any of Contractor's sub-contractors use, or permit to be used, any or all of such Contract Documents outside of this Agreement, without specific written consent of the County.

1.2 Definitions

Terms used within this Agreement shall have the meaning as set forth in the St. Johns County Purchasing Policy, or as specifically provided herein. Terms defined herein for specific application to this Agreement shall govern over definitions of terms provided in the SJC Purchasing Policy.

1.2.1 Applicable Laws: All local, state, and federal laws, statutes, codes, ordinances, rules and regulations in effect at the time Services are performed under this Contract.

1.2.2 Amendment: A document providing the written modification to a previously issued Contract or Agreement, adding, revising, replacing, or removing terms and conditions or provisions of the Contract or Agreement.

1.2.3 Change Order: A document, signed by both Parties, providing the written modification to a previously issued Agreement, adjusting contract price, scope of work, or completion time.

1.2.4 Claim: Any claim, liability, loss, demand, demand for arbitration, damage, lien, cause of action of any kind, obligation, responsibility, cost, expense, royalty, fee, assessment, penalty, fine, judgment, interest or award, pending or threatened, whether arising by law, contract, tort, voluntary settlement or otherwise.

1.2.5 Completion Time: The number of calendar days between commencement and completion of the Work, as provided in each Notice to Proceed for each Task Order.

1.2.6 Contract Price: The sums set forth in Exhibit "B" of this Contract shall constitute the Contract Price, as may be revised by Contract Amendment or Change Order. Unless otherwise approved by the County in writing, the Contract Price includes all taxes, including without limitation, income and withholding tax of any kind and sales tax imposed by the state or by the County and paid by Contractor or any Subcontractors with respect to sales of goods purchased for the performance of the Work.

1.2.7 Contract Term: The duration of this Contract, as may be revised by Contract Amendment.

1.2.8 County Fiscal Year: The calendar year starting October 1st through and until September 30th of the following year.

1.2.9 County Representative: The individual tasked with representing the interests of the County throughout the duration of the Contract.

1.2.10 Force Majeure Events: Those events that are not reasonably foreseeable and are beyond the control of both the County and Contractor, including acts of war, terrorist attacks, labor strikes, floods, earthquakes, epidemics, pandemics, riots, adverse weather conditions and other acts of God.

1.2.11 Jobsite: Any physical location or other place on, under, in, at or through which any aspect of the Work is performed.

1.2.12 Services: All services required by the Contract Documents, including all labor, materials, supplies, equipment and services as well as all other deliverables provided, or to be provided, by Contractor to fulfill Contractor's obligations under this Contract. The County will provide the water meters, end points, pipe, fittings, boxes, lids and replumbing materials.

1.2.13 Subcontractor: A Subcontractor is an individual, partnership, corporation, association, joint-venture or any combination thereof, which has a direct or indirect contract with Contractor to perform a portion of the Work.

1.2.14 Task Order: A separate written order to Contractor executed by the County, issued after execution of this Contract, authorizing Contractor to commence construction Work. Task Orders shall document the scope of work, price, payment schedule, performance schedule, and deliverables to be completed under the terms of this Contract. The County will compensate Contractor through a lump sum and/or not-to-exceed Task Order.

1.2.15 Work: Construction and services required by the Contract Documents, including all labor, materials, equipment and services as well as other deliverables provided, or to be provided, by Contractor to fulfill Contractor's obligations under a Task Order and in accordance with this Contract. The Work may constitute the whole or part of the Project. The County will provide the water meters, end points, pipe, fittings, boxes, lids and replumbing materials.

1.4 Disputes

1.4.1 Contractor is solely responsible for requesting instructions, interpretations or clarifications concerning the Contract Documents and is solely liable for any cost and/or expenses arising from its failure to do so. Any dispute relating to a question of fact arising under this Contract shall be resolved through good faith efforts upon the part of Contractor and the County. Unless otherwise directed in writing, Contractor shall at all times carry on the Work and maintain its progress schedule in accordance with the requirements of the Contract and the determination of the County, pending resolution of any dispute. Any dispute that is not disposed of by mutual agreement shall be decided by the County who shall reduce such decision to writing. The decision of the County shall be final and conclusive. Contractor's failure to protest the County's determination or decisions within fourteen (14) calendar days after receipt thereof shall constitute a waiver by Contractor of all its rights to further protest, judicial or otherwise.

1.4.2 In no event will a dispute, the filing of a protest, claim or appeal, or the resolution or litigation thereof, relieve Contractor from its obligations to timely perform the Work required by the Contract and to maintain the progress schedule in accordance with the Contract.

ARTICLE II THE SERVICES

2.1 Scope of Services

2.1.1 The County will provide the water meters, end points, pipe, fittings, boxes, lids and replumbing materials. Contractor shall Install yoke bar, expansion coupling, reuse meter (3/4" -1") and MXU at assigned service locations, to include programming of MXU. This installation also includes disconnecting existing irrigation from private potable service line and reconnecting (or extending service line) to designated reuse meter and service line within St. Johns County. Pricing shall include all materials other than those materials supplied by the county listed above, labor, equipment, and disposal to complete services., Service Line Survey Audit Only (Dig both sides of the meter box, Identity line types, and capture 3 photos (1 Utility Side of the box, 1 Customer Side of the box, 1 photo after), This is an indefinite quantity contract with no guarantee of a volume of service that may be required. Detailed Scope of Service in **Exhibit "A."**

2.1.2 Services performed by the Contractor shall be under the general direction of the County's Representative, who shall be determined by the SJC Utilities Department, and provided to the Contractor upon an needed basis.

2.1.3 The Contractor shall provide and perform all Services pursuant to this Agreement in accordance with generally accepted standards of professional practice and in accordance with all Applicable Laws.

2.1.4 The Contractor shall be responsible for the professional quality, technical adequacy and accuracy, timely performance, and the coordination of all data, studies, reports, memoranda, other documents and services, and materials provided or furnished by the Contractor. The Contractor shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in the Services resulting from the negligent acts, errors, omissions or intentional misconduct of the Contractor.

2.2 Labor and Materials

2.2.1 Unless otherwise provided in the Contract Documents, Contractor shall provide and pay for all labor, supervision, materials, supplies, tools, transportation, storage, equipment and machinery, utilities (including but not limited to water, heat, fuel, light, and cooling), and all other services necessary for proper execution and completion of the Services, whether temporary or permanent and whether or not incorporated or to be incorporated in the Services. Materials, articles and equipment furnished by Contractor for incorporation into the Services shall be new unless otherwise specified in the Contract Documents.

2.2.2 Contractor shall use only competent and skilled personnel to perform and supervise the Services and shall remove from such Services any person determined to be unfit, unqualified, or acting in violation of any obligation of Contractor under this Contract. In the event a person is removed from the Services, Contractor shall promptly replace such individual

with another who is fully competent and skilled to perform the Services at Contractor's sole expense.

2.2.3 Except as otherwise required for the safety or protection of persons or the Services or property at the Jobsite or adjacent thereto, and except as otherwise stated in the Contract Documents, all Services at the Jobsite shall be performed during regular working hours, Monday through Friday. Contractor will not perform Services on a Saturday, Sunday, or any legal holiday. Contractor may perform Services outside regular working hours or on Saturdays, Sundays, or legal holidays only with the County's prior written consent, which will not be unreasonably withheld.

2.2.4 In addition, when the Services requires by Florida Statute, Contractor shall use only licensed, registered and/or certified personnel to perform the Services. Such Statutes may include, but are not limited to, Chapter 489 (Regulation of Professions and Occupations Contracting) of the Florida Statutes.

2.3 Task Orders

2.3.1 The Contractor shall submit a cost proposal and scope for each Project, in the format, as requested by the County. The Contractor shall not perform any Services under this Agreement until a task order for such Services has been executed by the Contractor's authorized representative and the County Administrator, or his authorized designee, in accordance with County Purchasing Policy. All Task Orders under this Agreement shall be issued on a form provided by the County. The task order shall set forth a description and summary of the agreed Services to be performed, the total compensation for satisfactory completion of the work to be performed, and the estimated time for completion of the Services. Any modification to an executed Task Order shall be in writing and shall be executed by the County Administrator or his authorized designee.

2.3.2 Should Contractor have any questions concerning interpretation or clarification of a Task Order or the Contract Documents, Contractor shall immediately submit to the Project Manager in writing a request for clarification that clearly and concisely sets forth the issues for which such request is sought. The County will render its determination concerning such interpretation or clarification, which determination shall be considered final and conclusive unless Contractor files a written protest pursuant to Paragraph 13.7 titled "Disputes". Contractor's protest shall state clearly and in detail the basis thereof. The County will consider Contractor's protest and render its decision thereon within twenty-one (21) calendar days. If Contractor does not agree with the County's decision, Contractor shall immediately deliver written notice to that effect to the County.

2.4 Payment of Costs

Except as otherwise expressly provided, Contractor shall pay directly all costs and expenses of the Services of any kind or nature whatsoever including but not limited to all costs of permitting, regulatory compliance, obtaining and maintaining required bonds and insurance pursuant to Article 11, payments due to Subcontractors and suppliers, legal, financial, sales, use and similar taxes on materials and equipment, transportation and storage of materials and equipment, preparation of schedules, budgets and reports and all other costs required to satisfactorily complete the Services.

2.5 Cleaning the Jobsite

Contractor shall keep its Services area(s) neat, secure and orderly during performance of the Work and shall clean up and remove all waste, rubbish and construction debris as they accumulate. Upon Completion of the Services, Contractor shall remove all waste, rubbish and debris caused from the Services from all areas as well as all tools, appliances, equipment, and machinery and surplus materials.

2.6 Access to Jobsite

The County and/or County Representative shall at all reasonable times have full access to all parts and locations of the Jobsite(s) from commencement of the Services throughout the duration of the Contract. Contractor shall take whatever steps necessary to provide such access when requested.

2.7 Utilities

If the scope of Work requires, Contractor shall, at its expense, make all arrangements necessary to secure the availability of and maintain all temporary utilities required to construct and operate Contractor's Services as required by the Contract Documents.

2.8 Taxes

Contractor shall pay all taxes, levies, duties and assessments of every nature which may be applicable to any Services under this Contract. The Contract Price and any agreed variations thereof shall include all applicable taxes imposed by law.

Contractor shall make any and all payroll deductions required by law. Contractor herein indemnifies and holds the County harmless from any liability on account of any and all such taxes, levies, duties, assessments and deductions. The indemnity provision of this section shall survive the expiration or earlier termination of this Contract. Contractor may not use the County's tax-exempt status unless specifically authorized in writing in advance.

2.9 Publicity and Advertising

2.9.1 Contractor shall not make any announcement or release any information or publish any photographs concerning this Contract or the Services or any part thereof to any member of the public, press or any official body, unless prior written consent is obtained from the County.

2.9.2 Use of the County Seal or County Logo is strictly prohibited. In accordance with, County Ordinance 92-2 and County Administrative Policy 101.3, Contractor may not manufacture, use, display, or otherwise use any facsimile or reproduction of the County Seal or Logo without express written approval of the Board of County Commissioners of St. Johns County, Florida.

2.10 County Furnished Items

2.10.1 Contractor shall obtain and pay for all permits, fees and licenses necessary and ordinary for the performance of the Services. Excluding such permits, fees and licenses, the County shall obtain all approvals, easements, and the like required for Services. The County will provide the water meters, end points, pipe, fittings, boxes, lids and replumbing materials.

2.10.2 The County shall furnish Contractor electronic copies of the Contract Documents for execution of the Services. Hard copies of the Contract Documents shall be the responsibility of Contractor. The above responsibility notwithstanding, Contractor may request a (hardcopy) set of Contract Documents from the County.

ARTICLE III CONTRACT TERM

3.1 Term

3.1.1 This Agreement shall become effective upon the date of execution by all parties, shall remain in effect for a period of Nine (9) calendar months ("Contract Term") for work area **Beacon Lake at Twin Creeks**.

This Agreement shall become effective upon the date of execution by all parties, shall remain in effect for a period of three (3) calendar years ("Contract Term"), with two (2) one (1) year renewals for the **Service Line Survey Audits Only**. This Contract may be extended, for a period of up to six (6) calendar months, for the purposes of ensuring completion of a current project and/or no gap in services during the procurement of a new Contract.

3.2 Time is of the Essence

Time is of the essence regarding each and every obligation of Contractor under this Contract. Each obligation is deemed material, and a breach of any such obligation (including a breach resulting from untimely performance) is a material breach.

3.3 Disclaimer of Consequential Damages

The County shall not be liable to Contractor, whether in contract, tort, warranty or under any statute or on any other basis, for any consequential, incidental, indirect, special, punitive or exemplary damages suffered or incurred by Contractor in connection with this Contract, even if the County has been advised of the possibility of such damages. Consequential damages shall include, by way of example and without limitation, opportunity costs, loss of use of facilities or other assets, consequential damage claims of subcontractors, lost profits, lost savings, lost business, lost bonding capacity, lost financing, lost reputation or lost goodwill.

ARTICLE IV CONTRACT PRICE AND PAYMENT

4.1 Contract Price

4.1.1 As full and complete compensation for satisfactory performance of the Services by Contractor, the County shall pay to Contractor compensation in accordance with the pricing set forth in Exhibit "B", (hereinafter the "Contract Price").

4.1.2 This is an indefinite-quantity Contract for meter changeout services. The County makes no representations or guarantees as to the quantity or value of the Work to be awarded to or performed by the Contractor. Performance of construction services shall be made only as authorized by Task Order issued by the County. The maximum amount set forth in each individual Task Order ("Contract Price") shall not exceed **five hundred thousand dollars and zero cents (\$500,000.00)**, without prior approval by the Board of County Commissioners. Payment shall be made on the basis of the actual amount of Work satisfactorily performed in accordance with each individual Task Order and the terms and conditions of this Contract.

4.1.3 Unit prices included in the Contract Price are "all-inclusive", including labor, material, supervision, tools, equipment, insurance, taxes, fringe benefits, coordination, engineering, overhead, profit, performance and payment bonds, and all other items incidental to or necessary for the completion of the Services. Unit prices are fixed for the duration of the Contract and are not subject to escalation for any cause.

4.2 Progress Payments

4.2.1 Prior to Contractor's submittal of the initial Application for Payment, Contractor shall have delivered Insurance Certificate(s) evidencing coverages in accordance with Article 11. The County will not make any payment to Contractor until Contractor has complied with this requirement.

4.2.2 On or before the tenth (10th) day of each calendar month, Contractor shall submit an Application for Payment to the County Representative in such form and manner, and with such supporting data and content, as the County Representative may require. Such Application for Payment shall be based on the amount of Services completed during the payment period which is defined as the first day of the preceding calendar month through the last day of the preceding calendar month. The County Representative will review the Application for Payment to determine whether the quantity and quality of the Services is as represented in the Application for Payment and thereafter confirm to the County the amount properly owing to Contractor. Upon receipt by the County of the County Representative's recommendation for payment, payments will be made in accordance with the Local Government Prompt Payment Act (Sections 218.70-218.80 of the Florida Statutes) less such amounts, if any, otherwise owing by Contractor to the County or which the County shall have the right to withhold. Any Application for Payment determined by the County not to be suitable for payment shall be modified and processed in accordance with the County's assessment.

4.2.3 In the event any dispute with respect to any payment or Application for Payment cannot be resolved between Contractor and the County Representative, Contractor may demand in writing a meeting with and review by the County's Director of Purchasing and Contracts. Such meeting and review shall occur within ten (10) business days of receipt by the County of Contractor's written demand. The Director of Purchasing and Contracts shall issue a written decision on the dispute within ten (10) business days of such meeting. This decision shall be deemed the County's final decision for the purpose of the Local Government Prompt Payment Act.

4.3 Application for Payment

4.3.1 Contractor may make Application for Payment, at intervals of not more than once a month for Work satisfactorily completed. Each Application for Payment shall clearly include:

- a) The Contract Number;
- b) A unique Application for Payment number;
- c) Contractor's legal name and address;
- d) Taxpayer identification number (Contractor's federal employer identification number);
- e) Brief description of the completed Services, in accordance with Contractor's Schedule of Values;
- f) The original Contract Price including approved Change Order amounts; and,
- g) Preferred remittance address, if different from the mailing address.

4.3.2 The County may require any other information from Contractor that the County deems necessary to verify Contractor's Application for Payment. No later than ten (10) days after execution of this Contract or Notice to Proceed has been issued, the County will identify in a separate written notice the submittal requirements for Contractor's payment requests.

4.3.3 Each Application for Payment shall be signed by Contractor and shall constitute Contractor's representation that the Services have been performed for which payment is requested, that the Services has been properly installed or performed

in full accordance with this Contract, and that Contractor knows of no reason why payment should not be made as requested. Contractor's final Application for Payment shall also be accompanied by a full and complete release and/or waiver of all liens complying with Section 713.20 of the Florida Statutes.

4.3.4 Contractor must remit undisputed payment due for labor, services, or materials furnished by Subcontractors and suppliers hired by Contractor, within ten (10) days after receipt of each progress payment from the County pursuant to Section 218.735 of the Florida Statutes. If necessary for the protection of the County, the County shall have the right, at its sole option, to make payment by joint check or by direct check to Contractor's Subcontractors or suppliers without advance notice to or consent of Contractor. If joint checks are issued following claims by Contractor's Subcontractors or suppliers, the County shall be entitled to an administrative fee of \$50.00 per check for the expense of processing each joint check. Any amounts paid directly to a Subcontractor or supplier will be deducted from payments made to, or amounts due or that may become due to, Contractor. The issuance of a joint check shall create no rights in favor of any person or entity beyond the right of the named payees to payment of the check and shall not be deemed to commit the County to repeat the procedure in the future.

4.3.5 No progress payment shall be interpreted to constitute approval or acceptance of any Services under this Contract, nor be considered a waiver by Contractor of any of the terms of this Contract.

4.3.6 The County's performance and obligation to pay under this Contract is contingent upon an appropriation of lawfully available funds by the Board of County Commissioners. The County shall promptly notify Contractor if the necessary appropriation is not made.

4.4 Withheld Payment

4.4.1 The County may decline to make payment, may withhold funds otherwise payable and, if necessary, may demand the return of some or all of the amounts previously paid to Contractor, if:

- a) Any Claims are made against Contractor by the County or third parties, including Claims for liquidated damages or if reasonable evidence indicates the probability of the making of any such Claim;
- b) Any Claims are made against the County, the County's property or any other party indemnified hereunder which is or might be covered by Contractors Indemnification obligations under Section 10.2 below;
- c) Contractor fails to pay Subcontractors or others in full and on-time;
- d) Contractor fails to submit schedules, reports, or other information required under the Contract;
- e) Contractor fails to diligently prosecute the Work and maintain progress to assure completion within the Contract Time;
- f) Contractor persistently fails to fully and timely perform the Work in accordance with the Contract Documents;
- g) Defective or nonconforming Work is not remedied; or
- h) Contractor is in default of any other representation, warranty, covenant or performance obligation of this Contract.

4.4.2 If Claims or liens filed against Contractor or property of the County connected with performance under this Contract are not promptly removed by Contractor after receipt of written notice from the County to do so, the County may remove such Claims or liens and all costs in connection with such removal shall be deducted from withheld payments or other monies due, or which may become due, to Contractor. If the amount of such withheld payments or other monies due Contractor under the Contract is insufficient to meet such cost, or if any Claim or lien against Contractor is discharged by the County after final payment is made, Contractor and its surety or sureties shall promptly pay the County all costs (including attorney's fees) incurred thereby regardless of when such Claim or lien arose.

ARTICLE V CONTRACTOR RESPONSIBILITIES

5.1 Performance

5.1.1 Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish Contractor's ability to satisfy its contractual obligations hereunder.

5.1.2 Contractor shall perform no part of the Work at any time without adequate Contract Documents or, as appropriate, approved Shop Drawings, Product Data or samples for such portion of the Work. If Contractor performs any portion of the Work where Contractor knows or should know such Work involves a recognized error, inconsistency or omission in the Contract Documents without notice to the County Representative and the County, Contractor shall bear responsibility for such performance and shall bear the cost of correction.

5.1.3 Contractor shall perform the Work strictly in accordance with this Contract.

5.1.4 Contractor shall confine its operations to the Jobsite or such other land and areas identified in and permitted by the Contract Documents. Contractor shall assume full responsibility for any damage to any such land or area, to the County or occupant thereof, or of any adjacent land or areas, resulting from the performance of the Work. Should any Claim be made by any such owner or occupant because of the performance of the Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the Claim by other dispute resolution proceeding or at law. Contractor shall, to the fullest extent permitted by Applicable Law, indemnify and hold harmless the County, and its officers, directors, agents and employees and anyone directly or indirectly employed by them from and against Claims, costs, losses, and damages arising out of or resulting from any Claim or action, legal or equitable, brought by any such owner or occupant against the County or any other party indemnified hereunder to the extent caused by or based upon Contractor's or a Subcontractor's performance of the Work.

5.1.5 Contractor is solely and exclusively responsible for supervising all workers at the Jobsite. Contractor shall supervise and direct the Work using Contractor's best skill, effort and attention. Contractor shall be responsible to the County for any and all acts or omissions of Contractor, its employees and others engaged in the Work on behalf of Contractor.

5.1.6 Contractor and the Work must comply with all Applicable Law and the requirements of any applicable grant agreements.

5.2 Authorized Representative

Prior to commencing Work, Contractor shall designate in writing a competent, authorized representative(s) acceptable to the County to represent and act for Contractor ("Authorized Representative"). All communications given to the Authorized Representative shall be binding upon Contractor. An Authorized Representative may be added, removed or changed upon prior written notice given pursuant to Section 12.18 titled "Written Notice".

5.3 Environmental, Safety and Health

5.3.1 Safety and Protection. Contractor shall be solely and exclusively responsible for conducting operations under this Contract to avoid risk of harm to the health and safety of persons and property and for inspecting, supervising and monitoring all equipment, materials (whether in storage on or off the Jobsite), work practices and safety precautions (including but not limited to adequate maintenance of traffic) used in the Work to ensure compliance with its obligations under this Contract. Contractor shall provide or cause to be provided necessary training and furnish all safety equipment/tools, including OSHA compliant and ANSI certified personal protective equipment as appropriate and necessary for the performance of the Work, to its subcontractors of every tier and enforce the use of such training and safety equipment/tools.

5.3.2 Compliance. Contractor shall comply with all Applicable Laws bearing on the safety of persons or property, or their protection from damage, injury or loss including compliance with applicable permits, plans and approvals. To the extent allowed by law, Contractor shall assume all responsibility and liability with respect to all matters regarding the safety and health of its employees and the employees of Contractor's subcontractors and suppliers of any tier, with respect to the Work.

5.4 Inspection and Testing

All equipment and materials furnished and Services performed shall be inspected and tested by Contractor at Contractor's expense. Contractor shall give the County Representative timely notice, at least 48 hours in advance, of readiness of the Services for required inspections, tests or approvals unless otherwise specified in the Contract Documents. Neither observations by the County nor inspections, tests, or approvals shall relieve Contractor from the Contractor's obligations to perform the Services in accordance with the Contract Documents. The County Representative will issue a Final Certificate for Payment following satisfactory inspection of the Services.

5.5 Final Payment

5.5.1 Upon Contractor's completion of required Services in the last month of the Contract Term, Contractor may submit a final invoice.

5.5.2 Acceptance of Final Payment shall constitute a waiver of all Claims against the County by Contractor except for those Claims previously made in writing against the County by Contractor, pending at the time of Final Payment, and identified in writing by Contractor as unsettled at the time of its request for Final Payment.

5.5.3 In the event Contractor fails to make a Request for Final Payment, or to resubmit a final Application for Payment within ninety (90) days after being requested to do so, the County may deem any and all retained funds to be abandoned property and shall give notice of abandonment to Contractor. The County may set off against the final payment any amounts due to County from Contractor arising out of or under this or any other Contract or Contract between them.

ARTICLE VI COUNTY REPRESENTATIVE

6.1 County Representative Responsibilities

6.1.1 The County shall designate as its representative a County Representative. The County Representative shall be authorized to act on behalf of the County only to the extent provided in this Article VI. The County's Representative will be provided to the Contractor, in writing, upon execution of this Agreement.

6.1.2 The County and Contractor shall communicate with each other in the first instance through the County Representative.

6.1.4 The County Representative shall review Contractor's Applications for Payment and shall confirm to the County for payment to Contractor, those amounts then due to Contractor as provided in this Contract.

6.1.5 The County Representative shall have authority to reject Services, which is defective or does not conform to the requirements of this Contract. If the County Representative deems it necessary or advisable, the County Representative shall have authority to require additional inspection or testing of the Services for compliance with Contract requirements at Contractor's expense.

ARTICLE VII CHANGES IN THE SERVICES

7.1 General

7.1.1 The County reserves the right to make changes to the Services, including alterations, reductions therein, or additions thereto. Upon receipt by the Contractor of the County's notification of a contemplated change, the Contractor shall: (1) if requested by the County, provide an estimate for the increase or decrease in cost due to the contemplated change; (2) notify the County of any estimated impact to the schedule for performance; and (3) advise the County in writing if the contemplated change shall effect the Contractor's ability to comply with the requirements of this Agreement. If the County instructs in writing, the Contractor shall suspend Services, pending the County's decision to proceed with the change. If the County elects to make the change, the County shall issue an Amendment. Contractor's written acceptance of an Amendment shall constitute a final and binding contract to the provisions thereof and a waiver of all claims in connection therewith, whether direct, indirect, or consequential in nature.

7.1.2 If at any time Contractor believes that acts or omissions of the County constitute a change to the Services, Contractor shall, within five (5) days of such change or act or omission, submit a written notice to the County Representative explaining in detail the basis for the change request. Upon agreement as to the impact of the change or act or omission, the Contract Time and/or Contract Price shall be adjusted by written Change Order. **IT IS EXPRESSLY AND SPECIFICALLY AGREED THAT ANY AND ALL CLAIMS FOR CHANGES TO THE CONTRACT TIME OR CONTRACT PRICE SHALL BE WAIVED IF NOT SUBMITTED IN STRICT ACCORDANCE WITH THE REQUIREMENTS OF THIS SECTION.**

7.2 Acceptance of Amendments or Change Orders

Contractor's written acceptance of a Contract Amendment or Change Order must constitute a final and binding Contract to

the provisions thereof and a waiver of all claims in connection therewith, whether direct, indirect, or consequential in nature.

7.3 Notice to Sureties

Contractor shall notify and obtain the timely consent and approval of Contractor's surety with reference to all Amendments and Change Orders if such notice, consent or approval is required by Contractor's surety or by law. Contractor represents and warrants to County that Contractor is solely liable and responsible to so notify and obtain any such consent or approval.

ARTICLE VIII STOPPING SERVICES, AND ACCEPTING DEFECTIVE OR NONCONFORMING SERVICES

8.1 Right to Stop Work

If the Contractor fails to furnish or perform the Services in conformance with the Contract Documents, the County, acting through the County Representative, may order Contractor to stop performance of the Services, or any portion thereof, until the cause for such order has been eliminated. The County's right to stop Services, or any portion thereof, shall not give rise to any duty on the part of the County to exercise this right for the benefit of Contractor or any other party.

8.2 County May Accept Defective or Nonconforming Services

If the County chooses to accept defective or nonconforming Services, the County may do so. In such events, the Contract Price shall be reduced by the greater of (a) the reasonable cost of removing and correcting the defective or nonconforming Services, and (b) the difference between the fair market value of the Services had it not been constructed in such manner as to include defective or nonconforming Services. If the remaining portion of the unpaid Contract Price, if any, is insufficient to compensate the County for its acceptance of defective or nonconforming Services, Contractor shall, pay the County such remaining compensation for accepting defective or nonconforming Services.

ARTICLE IX CONTRACT SUSPENSION AND TERMINATION

9.1 Termination

9.1.1 The County may terminate this Agreement, in whole or in part, for its convenience upon thirty (30) calendar days written notice to the Contractor. In such event, Contractor will be entitled to compensation for Services previously authorized and satisfactorily performed up through the date of termination identified in the County's notice. Contractor shall not be entitled to compensation or profit for Services not performed.

9.1.2 Contractor may terminate this Agreement for any reason upon ninety (90) calendar days written notice, provided that any outstanding authorized Services are completed by Contractor. Contractor further agrees to cooperate and provide assistance to the County upon request in order to complete any Services. In such event, the County and Contractor agree to negotiate in good faith to determine the compensation for any such Services.

9.1.3 The County may terminate this Agreement, in whole or in part, for cause or default. In the event of the Contractor's default, the County shall issue a Notice of Default to the Contractor, articulating the items which the County finds to be in default of the Contract Documents. Contractor shall have ten (10) calendar days from the receipt of Notice of Default to remedy deficiencies, or submit, in writing, an acceptable plan for remedying the deficiencies identified in said notice. If Contractor fails to remedy such deficiencies, or to submit an acceptable plan for remedying such deficiencies, to the satisfaction of the County within the stated time period, the County shall issue a Notice of Termination, stating the date this Agreement shall be terminated for cause, and the County may take over and prosecute the Services to completion. In such case, Contractor shall be liable to the County for reasonable additional costs incurred by the County in completing the Services.

9.1.4 Upon receipt of a notice of termination, except as otherwise directed by the County in writing, the Contractor shall:

- (1) Stop Services on the date and to the extent specified in the notice of termination;
- (2) Terminate and settle all orders and subcontracts relating to the performance of the terminated Services;
- (3) Transfer all Work Product, including work in process, and any other materials related to the terminated Services to the County; and
- (4) Continue and complete all parts of the Services that have not been terminated.

9.1.5 In the event Contractor changes names, merges with another company such that the Contractor dissolves, becomes a subsidiary, or makes any other substantial change in structure or in principals, the County reserves the right to terminate

this Agreement subject to the terms described above.

9.1.6 The rights and remedies of the County provided in this Section 9.1 are in addition to any other rights and remedies provided by law or under this Agreement.

ARTICLE X WARRANTY AND INDEMNITY

10.1 Warranty

10.1.1 Contractor warrants and guarantees to the County that all labor furnished to performance services under this Contract shall be competent to perform the tasks undertaken and that the product of such labor shall yield only first-class results and that all materials and equipment utilized in the performance of services under this Contract shall be of good quality, free from faults and defects and in strict conformance with the Contract Documents.

10.1.2 In the event that Contractor fails to perform its obligations under this Warranty Section, or under any other warranty or guaranty under this Contract, to the reasonable satisfaction of the County, the County shall have the right to require the contractor to correct any and all non-conforming services at no additional cost to the County. Contractor shall be obligated to fully reimburse the County for any additional expenses incurred hereunder upon demand.

10.1.3 Failure on the part of the County to reject defective, non-conforming or unauthorized Services shall not release Contractor from its contractual obligations, be construed to mean acceptance of such Services by the County, or bar the County from recovering damages or obtaining such other remedies as may be permitted by law.

10.1.4 No adjustment in the Contract Time or Contract Price will be allowed because of delays in the performance of the Services as a result of correcting defective, non-conforming or unauthorized Services.

10.1.5 County and Contractor agree that the provisions of Florida Statute Chapter 558 shall not apply to this Contract.

10.2 Indemnity

10.2.1 Contractor shall indemnify and hold harmless the County and its officers and employees ("Indemnified Party"), from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Contractor and persons employed or utilized by Contractor in the performance of this Contract.

10.2.2 To the extent permitted by, and in accordance with Section 725.06 of the Florida Statutes, Contractor further agrees that "damages, losses and costs", includes fines, citations, court judgments, insurance claims, restoration costs or other liability, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Contractor and persons employed or utilized by Contractor in the performance of this Contract.

10.2.3 To the extent permitted by, and in accordance with Section 725.06 of the Florida Statutes, for purposes of indemnity, the "persons employed or utilized by Contractor" shall be construed to include, but not be limited to, Contractor, its staff, employees, subcontractors, all deliverers, suppliers, furnishers of materials or services or anyone acting for, on behalf of, or at the request of Contractor.

10.2.4 In Claims against any person or entity indemnified hereunder by an employee of Contractor, any Subcontractor, or subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Section 10.2 shall not be limited by a limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or any Subcontractor or subcontractor under any workers' compensation acts, disability benefits acts or other employee benefit acts.

10.2.5 Contractor's indemnity and hold harmless obligations hereunder shall extend to all Claims against the County by any third party or third-party beneficiary of this Contract and all liabilities, damages, losses and costs related thereto.

10.2.6 This indemnification will not be valid in the instance where the loss is caused by the gross negligence, or willful, wanton or intentional misconduct of any Indemnified Party.

10.2.7 If any provision(s), or portion(s) of a provision(s) of this Section, or the application thereof to any person or circumstance shall, to any extent, be held to be invalid, illegal or unenforceable for any reason whatsoever, the validity,

legality and enforceability of the remaining provision(s), or part of the provision(s), shall not in any way be affected or impaired thereby; and shall be interpreted to the fullest extent possible to be enforceable and to give effect to the intent manifested by the provision(s), or portion(s) thereof, held invalid, illegal or unenforceable.

10.2.8 Contractor shall further indemnify and hold harmless the County its officers and employees from and against all Claims arising out of any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents and shall defend such Claims in connection with any alleged infringement of such rights.

10.2.9 The indemnification provisions of this Section 10.2 shall survive expiration or earlier termination of this Contract.

ARTICLE XI INSURANCE

11.1 Contractor's Insurance Requirements

11.1.1 All insurance policies shall be satisfactory to the County and be issued by companies authorized and duly licensed to transact business in the State of Florida. Contractor shall furnish proof of insurance to the County prior to execution of this Contract. No Work shall commence under this Contract until Contractor has obtained all insurance coverages required under this section. Certificates of insurance shall clearly indicate Contractor has obtained insurance of the type, amount, and classification as required by this Contract. Required insurance coverage shall be maintained in force, including coverage for Additional Insureds, until Final Completion of all Work including Warranty Work.

11.1.2 No less than ten (10) days written notice shall be provided to the County prior to cancellation, non-renewal or any material change of required insurance policies. Yearly renewal certificates shall be provided to the County within thirty (30) days of expiration of the current policy.

11.1.3 The types and amounts of insurance required under this Contract do not in any way limit the liability of Contractor including under any warranty or indemnity provision of this Contract or any other obligation whatsoever Contractor may have to the County or others. Nothing in this Contract limits Contractor to the minimum required insurance coverages found in this Article XII.

11.2 Additional Insured Endorsements and Certificate Holder

The term "Additional Insured", as used in this Contract, shall mean St. John's County, its elected officials, officers, employees, agents and representatives. Certificates of insurance shall specifically name each Additional Insured for all policies of insurance except Workers' Compensation and Professional Liability. A copy of the endorsement showing the required coverages must accompany the certificate of insurance.

Certificate Holder Address: St. Johns County, a political subdivision of the State of Florida
500 San Sebastian View
St. Augustine, FL 32084
Attn: Purchasing

11.3 Workers Compensation & Employer's Liability

Contractor shall procure and maintain during the life of this Contract, adequate Workers' Compensation Insurance and Employer's Liability in at least such amounts as is required by law for all of its employees per Florida Statute 440.02.

11.4 Commercial General Liability

Contractor shall procure and maintain during the life of this Contract, Commercial General Liability Insurance with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate, including bodily injury (including wrongful death), property damage, products, personal & advertising injury, and completed operations. This insurance must provide coverage for all Claims that may arise from the services and/or operations completed under this Contract, whether such services or operations are by Contractor or anyone directly or indirectly employed by them. Such insurance(s) shall also be primary and non-contributory with regard to insurance carried by the Additional Insureds.

11.5 Automobile Liability

Contractor shall procure and maintain during the life of this Contract, Commercial Automobile Liability Insurance with

minimum limits of \$2,000,000 combined single limit for bodily injury and property damage liability and insuring liability arising out of or in any way related directly or indirectly to the ownership, maintenance or use of any owned, non-owned or rented/hired automobiles.

11.6 Other Requirements

The required insurance limits identified in Sections 11.4 above may be satisfied by a combination of a primary policy and/or Umbrella or Excess Liability Insurance policy. Contractor shall require each lower-tier subcontractor to comply with all insurance requirements appropriate for its scope of work, and any deficiency shall not relieve Contractor of its responsibility herein. Upon written request, Contractor shall provide County with copies of lower-tier subcontractor certificates of insurance.

Providing and maintaining adequate insurance coverage is a material obligation of Contractor. County has no obligation or duty to advise Contractor of any non-compliance with the insurance requirements contained in this Section. If Contractor fails to obtain and maintain all of the insurance coverages required herein, Contractor shall indemnify and hold harmless the Additional Insureds from and against any and all Claims that would have been covered by such insurance had Contractor complied with its obligations herein.

County reserves the right to adjust the above minimum insurance requirements or require additional insurance coverages to address other insurable hazards.

ARTICLE XII MISCELLANEOUS

12.1 Examination of Contractor's Records

The County or its authorized representative shall, until the expiration of five (5) years after final payment under this Contract, have access to, and the right to examine any directly pertinent books, documents, papers and records of Contractor involving transactions relating to this Contract, and to make copies, excerpts and transcriptions thereof. If any such examination reveals that Contractor has overstated any component of the Contract Price, Change Order, Claim, or any other County payment obligation arising out of this Contract, then Contractor shall, at the election of the County, either immediately reimburse to the County or offset against payments otherwise due Contractor, the overstated amount plus interest. The foregoing remedy shall be in addition to any other rights or remedies the County may have.

12.2 Independent Contractor

Contractor represents that it is fully experienced and properly qualified, licensed, equipped, organized, and financed to perform the Work under this Contract. Contractor shall act as an independent contractor and not as an agent in performing this Contract and shall maintain complete control over its employees and all of its Subcontractors and suppliers of any tier. Nothing contained in this Contract or any lower-tier subcontract or purchase order awarded by Contractor shall create any contractual relationship between any such subcontractor or supplier and the County. Contractor shall perform all Work in accordance with the requirements of this Contract and in accordance with its own methods subject to compliance with this Contract.

12.3 Backcharges

12.3.1 Upon the County's notification to undertake or complete unperformed Work such as cleanup or to correct defective or non-conforming services, equipment, or material (Backcharge Work), if Contractor states or by its actions indicates it is unable or is unwilling to immediately proceed and/or complete the Backcharge Work in an agreed time; the County may perform such Backcharge Work by the most expeditious means available and backcharge Contractor for any and all costs thereby incurred by the County.

12.3.2 The County shall separately invoice or deduct and retain from payments otherwise due to Contractor the costs for Backcharge Work. The County's right to backcharge is in addition to any and all other rights and remedies provided in this Contract or by law. The County's performance of the Backcharge Work shall not relieve Contractor of any of its responsibilities under this Contract and Contractor shall be responsible for the Backcharge Work as if it were its own.

12.4 Applicable Law

Contractor and the Work must comply with all Applicable Law and the requirements of any applicable grant agreements.

12.5 Governing Law & Venue

The Contract shall be governed by the laws of the State of Florida. Venue for any administrative and/or legal action arising under the Contract shall be St. Johns County, Florida.

12.6 Assignment

Contractor shall not assign the Work or this Contract, in whole or in part, without the prior written consent of the County. Contractor shall be responsible for all Work performed under the Contract Documents. Contractor shall not sell, assign or transfer any of its rights, duties or obligations under the Contract, or under any Change Order issued pursuant to the Contract or make an assignment or transfer of any amounts payable to Contractor under the Contract, without the prior written consent of the County. In the event of any assignment, Contractor remains secondarily liable for performance of the Contract, unless the County expressly waives such secondary liability. The County may assign the Contract with prior written notice to Contractor of its intent to do so. This Contract may be assumed by and shall inure to the benefit of the County's successors and assigns without the consent of Contractor.

12.7 Severability

If a court deems any provision of the Contract void, invalid or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.

12.8 Section Headings

The section and other headings contained in this Contract are for reference purposes only and shall not affect the meaning or interpretation of this Contract.

12.9 Disclaimer of Third-Party Beneficiaries

This Contract is solely for the benefit of County and Contractor and no right or cause of action shall accrue to or for the benefit of any third party not a formal party hereto. Nothing in this Contract, expressed or implied, is intended or shall be construed to confer upon or give any person or entity other than County and Contractor, any right, remedy, or Claim under or by reason of this Contract or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon County and Contractor.

12.10 Waiver; Course of Dealing

The delay or failure by the County to exercise or enforce any of its rights or remedies under this Contract shall not constitute or be deemed a waiver of the County's right thereafter to enforce those rights or remedies, nor shall any single or partial exercise of any such right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy. The conduct of the parties to this Contract after the Effective Date shall not be deemed a waiver or modification of this Contract.

12.11 No Waiver of Sovereign Immunity

Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance and obligations under this Contract and shall be fully binding until such time as any proceeding brought on account of this Contract is barred by any applicable statute of limitations.

12.12 Execution in Counterparts

This Contract may be executed in counterparts, each of which shall be an original document, and all of which together shall constitute a single instrument. The parties may deliver executed counterparts by e-mail transmission, which shall be binding. In the event this Contract is executed through a County-approved electronic signature or online digital signature service (such as DocuSign), such execution shall be valid, effective and binding upon the party so executing. Execution and delivery of an executed counterpart of this Contract and/or a signature page of this Contract by electronic image scan transmission (such as a "pdf" file) or through a County approved electronic signature service will be valid and effective as delivery of a manually executed counterpart of this Contract.

12.13 Entire Contract

This Contract, together with the Contract Documents for the Work, constitutes the entire Contract between County and Contractor relating to the subject matter hereof and supersedes all prior or contemporaneous Contracts, negotiations, discussions and understandings, oral or written. This Contract may not be amended or modified except in writing signed by both parties.

12.14 Survival

The provisions of the Contract Documents which by their nature survive termination of the Contract, including without limitation all warranties, indemnities, insurance, payment obligations, and the County's right to audit Contractor's books and records, shall in all cases survive the expiration or earlier termination of this Contract.

12.15 Employment Eligibility and Mandatory Use of E-Verify

As a condition precedent to entering into the awarded Contract, and in accordance with section Florida Statute § 448.095, Florida Statutes, Contractor and all subcontractors shall register with and use the E-Verify system to verify the work authorization status of all employees hired on or after July 1, 2023.

- a. Contractor shall require each subcontractor to provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of the awarded Contract.
- b. The County, Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Florida Statute § 448.09(1), or these provisions regarding employment eligibility shall terminate the contract with the person or entity.
- c. The County, upon good faith belief that a subcontractor knowingly violated these provisions regarding employment eligibility, but Contractor otherwise complied, shall promptly notify Contractor and Contractor shall immediately terminate the contract with the subcontractor.
- d. Contractor acknowledges that, in the event that the County terminates the awarded Contract for Contractor's breach of these provisions regarding employment eligibility, then Contractor may not be awarded a public contract for at least one (1) year after such termination. Contractor further acknowledges that Contractor is liable for any additional costs incurred by the County as a result of the County's termination of the awarded Contract for breach of these provisions regarding employment eligibility.

12.16 Equal Employment Opportunity

During the performance of this Contract, Contractor agrees as follows:

12.16.1 Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, disability, age, sex (including sexual orientation and gender identity/expression), national origin (including limited English proficiency), marital status, or familial status. Contractor will take affirmative action to ensure that applicants and employees are treated during employment without regard to their race, color, religion, disability, sex, age, national origin, ancestry, marital status, sexual orientation, gender identity or expression, familial status, genetic information or political affiliation. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertisement, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

12.16.2 Contractor will, in all solicitations or advertisements for employees placed for, by, or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, sexual orientation, gender identity or expression, familial status, or genetic information.

12.16.3 Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation,

proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with Contractor's legal duty to furnish information.

12.16.4 Contractor will send to each labor union or representatives of workers with which it has a collective bargaining Contract or other contract or understanding, a notice to be provided by the County, advising the labor union or workers' representative of Contractor's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

12.16.5 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.

12.16.6 Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the County and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

12.16.7 In the event of Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations, or orders, this Contract may be cancelled, terminated or suspended in whole or in part and Contractor may be declared ineligible for further contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

12.15.8 Contractor will include the provisions of paragraphs 12.15.1 through 12.15.8 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. Contractor will take such action with respect to any subcontractor or vendor as may be directed to the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, Contractor may request the United States to enter into such litigation to protect the interest of the United States.

12.17 Public Records

12.17.1 Contractor shall comply and shall require all of its Subcontractors to comply with the State of Florida's Public Records Statute (Chapter 119), specifically to:

- (1) Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the Services; for Five years after final payment
- (2) Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost as provided in Chapter 119, Florida Statutes, or as otherwise provided by Applicable Law;
- (3) Ensure that public records related to this Contract that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by Applicable Law for the duration of this Contract and following expiration of this Contract, or earlier termination thereof, if Contractor does not transfer the records to the County; and
- (4) Upon completion of this Contract, or earlier termination thereof, transfer, at no cost, to the County all public records in possession of Contractor or keep and maintain for inspection and copying all public records required by the County to perform the Work for Five years after final payment.

12.17.2 If Contractor, upon expiration of this Contract or earlier termination thereof: i) transfers all public records to the County, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements; and ii) keeps and maintains public records for Five years after final payment, Contractor shall meet all Applicable Law and requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the County's information technology systems.

12.17.3 Failure by Contractor to comply with the requirements of this section shall be grounds for immediate, unilateral termination of this Contract by the County.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (904) 209-0805, PUBLICRECORDS@SJCFL.US, 500 SAN SEBASTIAN VIEW, ST. AUGUSTINE, FLORIDA 32084

12.18 Anti-Bribery

Contractor and its Subcontractors shall at all times during the term of this Contract comply with all anti-bribery and corruption laws that are applicable to the performance of this Contract. Contractor represents that it has not, directly or indirectly, taken any action which would cause it to be in violation of Chapter 838 of the Florida Statutes. Contractor shall immediately notify the County of any violation (or alleged violation) of this provision.

12.19 Convicted and Discriminatory Vendor Lists, and Scrutinized Companies

12.19.1 Contractor warrants that neither it nor any Subcontractor is currently on the convicted vendor list or the discriminatory vendor list maintained pursuant to Sections 287.133 and 287.134 of the Florida Statutes, or on any similar list maintained by any other state or the federal government. Contractor shall immediately notify the County in writing if its ability to perform is compromised in any manner during the term of the Contract.

12.19.2 Section 287.135 of the Florida Statutes prohibits agencies from contracting with companies for goods or services that are on the Scrutinized Companies that Boycott Israel List, or with companies that are engaged in a boycott of Israel, and from contracting with companies for goods or services of \$1,000,000 or more that are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are engaged in business operations in Cuba or Syria. The lists are created pursuant to §215.473 and §215.4725, F.S. By execution of this Contract, Contractor certifies that it is not listed on the Scrutinized Companies that Boycott Israel List, the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria, and understands that pursuant to §287.135, F.S., the submission of a false certification may subject Contractor to civil penalties, attorney's fees, and/or costs. In accordance with §287.135, F.S., the County may terminate this Contract if a false certification has been made, or the Contractor is subsequently placed on any of these lists, or engages in a boycott of Israel or is engaged in business operations in Cuba or Syria.

12.19 Contract Claims / Disputes

12.19.1 If any dispute between the County and Consultant arises under this Contract and such dispute cannot be resolved by good faith negotiation at the field level between the Authorized Representatives of each Party, such dispute shall be promptly escalated to Consultant's and County's Senior Representatives, upon the request of either Party, who shall meet as soon as conveniently possible, but in no case later than fourteen (14) calendar days after such a request is made, to attempt to resolve such dispute or disagreement. Five (5) calendar days prior to any meetings between the Senior Representatives, the Parties will exchange relevant information that will assist the Parties in resolving the dispute or disagreement.

12.19.2 If after meeting, the Senior Representatives determine that the dispute or disagreement cannot be resolved on terms satisfactory to both Parties, the Consultant shall submit a Contract claim as provided herein.

12.19.3 Claims arising from this Contract shall be filed with the Director of Purchasing. Prior to filing a contract claim, Consultant shall first exhaust all remedies set forth in the Contract Documents. The Contract Claim must be submitted to the Director of Purchasing within five (5) business days of exhausting all remedies set forth above. Pending final resolution of a dispute or claim, unless otherwise agreed in writing, the Consultant is required to proceed with performance of the Services and maintain effective progress in the performance of the Services as set forth in this Contract. The contract claim shall include, at a minimum, the following:

- (1) The name and address of the Consultant and any legal counsel; and
- (2) The address to which the Director of Purchasing should send their final decision; and

- (3) Identification of the final adverse decision or document that is the subject of the contract claim; and
- (4) Identification of the administrative remedies provided for in the contract that were pursued prior to the claim and the outcome; and
- (5) A statement of the grounds for each issue to be reviewed and the applicable provisions of the Contract, as well as any applicable Laws, or other legal authorities which the Contract deems applicable to the claim; and
- (6) A statement of the grounds for each issue raised in the contract claim; and
- (7) A copy of the final adverse decision or document that is the subject of the claim and any exhibits, evidence or documents which the Consultant deems applicable to the issues raised in the claim.

12.19.4 During the Director of Purchasing review of the contract claim, the Director of Purchasing may request additional information from either Party. The Parties are to provide the Director of Purchasing with the requested information within the time period set forth in the request. Failure of either Party to timely comply may result in resolution of the claim without consideration of the requested information.

12.19.5 The Director of Purchasing shall render a decision on the Contract Claim within twenty-one (21) calendar days of receipt of all requested information. The written decision of the Director of Purchasing shall be sent to the Consultant to the notice address listed herein or by such other means as agreed to by the Parties.

12.19.6 The decision for any Contract Claim by the Director of Purchasing may be appealed by the Consultant to the County Administrator. Consultant must submit their appeal to the County Administrator, including any and all information, documentation, backup data, or other supplemental facts or figures within five (5) business days of receipt of the Director of Purchasing & Contract's decision. Failure of the Consultant to submit an appeal within the prescribed timeframe shall be a waiver of a right to appeal the rendered decision. The appeal shall include any and all information, documentation and data relative to the Contract Claim and subsequent appeal. The County Administrator shall render a decision within thirty (30) calendar days of receipt of all information. The County Administrator's decision shall be considered final, but shall not prohibit nor restrict the Consultant's ability to pursue legal action in Circuit Court.

12.20 Foreign Entities Access to Personal Identifiable Information

12.20.1 Pursuant to Section 287.138, Florida Statutes, effective July 1, 2023, the County may not enter into contracts which grants the Contractor access to personal identifiable information if: 1) the Contractor is (a) owned by the government of a Foreign Country of Concern (as defined by the statute); (b) the government of a Foreign Country of Concern has a controlling interest in the entity; or (c) the Contractor is organized under the law of or has its principal place of business in a Foreign Country of Concern. The County shall be entitled to immediately terminate this Contract with liability to ensure the County's continued compliance with the Statute.

12.20.2 Pursuant to Section 287.138, Florida Statutes, effective January 1, 2025, if Contractor may access, receive, transmit, or maintain personal identifiable information under this Contract, Contractor must submit a Foreign Entity Affidavit to the County. Additionally, effective July 1, 2025, Contractor shall submit a Foreign Entity Affidavit to the County prior to any renewals or extensions of this Contract. Failure or refusal to submit a Foreign Entity Affidavit shall be cause for immediate termination of this Contract by the County.

12.21 Written Notice

12.21.1 Any and all notices, requests, consents, approvals, demands, determinations, instructions, and other forms of written communication under this Contract shall be validly given when delivered as follows:

- i. Hand delivered to Contractor's Authorized Representative or hand delivered during normal business hours and addressed as shown below, or
- ii. Delivered by U.S. Mail, electronic mail or commercial express carrier, (postage prepaid, delivery receipt requested), to the following addresses:

St. Johns County
500 San Sebastian View
St. Augustine, FL 32084
Attn: Leigh Daniels
Email Address: ldaniels@sjcfl.us

HST Utility, Inc.
13703 Messina Loop Suite 202
Bradenton, FL 34211
Attn: Rick Hauf
Email Address: rhauf@hstutility.com

With a copy to:

St. Johns County
Office of the County Attorney
500 San Sebastian View
St. Augustine, FL 32084
Email Address: BCCAttorney@sjcfl.us

12.21.2 Notices shall be deemed to have been given on the date of delivery to the location listed above without regard to actual receipt by the named addressee. County and Contractor may each change the above addresses at any time upon prior written notice to the other party.

The authorized representatives hereto have executed this Contract effective as of the Effective Date. Contractor's authorized representative executing this Contract represents that he or she is duly authorized to execute this Contract on behalf of Contractor.

County

St. Johns County, FL (Seal)
(Typed Name)

By: [Signature]
(Signature of Authorized Representative)

Leigh A. Daniels, CPPB, FCCM
(Printed Name)

Purchasing Manager
(Title)

3/12/25
(Date of Execution)

Contractor

HST Utility, Inc. (Seal)
(Typed Name)

By: [Signature]
(Signature of Authorized Representative)

Rick Huff
(Printed Name)

Director
(Title)

3/10/25
(Date of Execution)

ATTEST:

St. Johns County, FL
Clerk of Circuit Court & Comptroller

By: [Signature]
(Deputy Clerk)

3/12/2025
(Date of Execution)

Legally Sufficient:

[Signature]
(Office of County Attorney)

3/13/25
(Date of Execution)



04-000001-0002

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FORM 1
FINAL CERTIFICATE FOR PAYMENT

Contract No.:	Jobsite <i>(name & address):</i>
Contractor <i>(name & address):</i>	
	County Representative:
	Bid No.:
Date of Issuance:	Notice to Proceed Date:

All conditions or requirements of any permits or regulatory agencies have been satisfied. The documents required pursuant to the terms and conditions of the Contract, and the final bill of materials, if required, have been received and accepted. The Work required by the Contract Documents has been reviewed and the undersigned certifies that the Work, including minor corrective work, has been completed in accordance with the provisions of the Contract Documents and is accepted under the terms and conditions thereof.

The County, through its County Representative, accepts the Work as fully complete and will assume full possession thereof

at _____ on _____
(time) (date)

ST. JOHNS COUNTY: _____
County Representative Signature Date

FORM 2

CONTRACTOR'S FINAL RELEASE AND WAIVER OF LIEN

Owner: St. Johns County (hereafter "County")	County Department/Division:
Contract No.:	Contractor Name:
Project (Jobsite) Address:	Contractor Address:
	Contractor License No.:
Payment Amount:	Amount of Disputed Claims:

The undersigned has been paid in full for all labor, work, services, materials, equipment, and/or supplies furnished to the County and does hereby waive and release any notice of lien, any right to mechanic's lien, any bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to a claim or payment rights the undersigned has on the above described Project, except for the payment of Disputed Claims, if any, described below.

The undersigned warrants that he or she either has already paid or will use the monies received from this final payment to promptly pay in full all of its laborers, subcontractors, materialmen and suppliers for all labor, work, services, materials, equipment, or supplies provided for or to the above referenced Project.

Before any recipient of this document relies on it, the recipient should verify evidence of payment to the undersigned.

Disputed Claims: The following invoices, pay applications, retention, or extra work are reserved by undersigned from this final payment (if there are no Disputed Claims enter "None"):

None

Signed this __ day of __, 20__

Contractor/Company Name

By:

Signature

Printed Name

Title

NOTICE: THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT TO THE EXTENT OF THE PAYMENT AMOUNT OR THE AMOUNT RECEIVED.

IFB NO: 2054; WATER METER INSTALLATION AND REPLACEMENT PROGRAM

EXHIBIT A

Scope of Work

A. Scope of Work: This section describes the materials, equipment, procedures, and contractor requirements for the requested functions related to the replacement of approximately 1,400 various size potable water meters and adding end points to these meters, installation of approximately 1,000 reuse meters and endpoints, including cutting and capping potable irrigation line and reconnecting to designated reuse line, perform a line survey audit on specified accounts, install meter boxes, yoke bars and replace lids as needed. The line survey audit may or not be at a location where meter installation/replacement takes place. This is meant to be a guide and the contractor will be responsible for the complete installation of the new water meters and associated equipment.

B. Areas of Work:

Beacon Lake at Twin Creeks

Install yoke bar, expansion coupling, reuse meter (3/4" -1") and MXU at assigned service locations, to include programming of MXU. This installation also includes disconnecting existing irrigation from private potable service line and reconnecting (or extending service line) to designated reuse meter and service line. See attached pies of a Typical Existing Plumbing example and the Typical Proposed Plumbing Example. Minimal work will be issued for this area

C. Contractor Requirements:

1. Installer Qualifications:

- a. The meter/endpoint installation crew shall be employed directly by the Contractor. Subcontractors shall not be used without the County's approval.
- b. Existing Leaks: The Contractor shall report to the County any existing leaks found at the accounts. The contractor shall not repair existing leaks unless authorized by the County.
- c. The Contractor shall be available to respond to calls from customers concerning leaks, loss of service, or other issues related to the installation. The Contractor must be available to respond to problems associated with the installation on a twenty-four hour a day, seven days a week basis, and must respond to make necessary repairs within 2 hours of receiving the call. For 30 days after installation
- d. Property Damage: The Contractor shall be responsible for all damages caused by an installer and shall make all necessary repairs at its sole cost and expense. In the event a service line fails during or after the installation, the Contractor will oversee the repair work to the water service or damaged property to the owner's satisfaction.
- e. Upon completion of the meter installation, all refuse and unused materials shall be removed from the site. The site shall be returned to its original condition.

2. Employee Conduct

- a. All contractor employees shall wear a company uniform and carry employee identification.
- b. Employee vehicles shall be clearly marked with the name and/or logo of the installation contractor.
- c. Contractor employees shall treat customers in a courteous and respectful manner. If customers have objections or complaints about the project or the installation, direct customer to contact County staff.

3. Materials:

- a) WATER METERS: All new water meters shall be provided by the County.
- b) ENDPOINT: All new MXU's will be provided by the County.
- c) PIPE: All PVC and poly pipe will be supplied by the County.
- d) FITTINGS: All fittings will be supplied by the County.

4. Equipment:

- a) HANDHELD PROGRAMMER/ SMART PHONE/ TABLET):

Provide handheld field programmer, smart phone, tablet, or similar device with software capable of verifying communication between the radio, register, and collector. Such devices shall be capable of recording and downloading all required data. Contractor to provide programming equipment to include Command Link and Field Logic App.

5. Schedule:

- a) INSTALLATION HOURS: Work will be permitted at individual homes between the hours of 7:00 a.m. and 6:00 p.m., Monday through Saturday. Work on Sundays and holidays recognized by the St. Johns County will not be required. Other work schedules may be permitted with prior approval of the County.

6. Installation Sequence:

Beacon Lake at Twin Creeks

Contractor shall be assigned the total number of accounts for each type of installation and an installation schedule will be developed between the County and contractor after the Notice to Proceed is issued.

7. Documentation:

- a. For Service Line Survey Audit accounts only, obtain digital photographs of existing meter installation documenting the condition and material type of the existing incoming and outgoing service lines. Include the property address and date in the photo or identify digitally in the filename or other means acceptable to the County. County and vendor will agree on the electronic format and fields to be transmitted to the Utility.
- b. For meter replacement or new installations, record the following information electronically in the field and provide records to the County in the approved file format along with the required with pictures:
 - 1. Property address
 - 2. Account number
 - 3. Water service diameter
 - 4. Register reading and serial number of the old meter, with pictures
 - 5. Serial number of the old MXU
 - 6. Serial number and register of the new water meter, with pictures
 - 7. Radio identification number of the new endpoint, and pictures of ID number and location
 - 8. Provide a daily report of activated water meters and addresses to the County. The report shall be submitted electronically.

9. Activation and Testing:

- a. Activate meter and endpoint, according to meter manufacturer's recommendations.
- b. Test and verify endpoint communication with the register.
- c. Verify communications by remotely reading the endpoint ID number and meter reading.
- d. Open customer faucet and ensure the new meter is reading flow.

10. Cleanup:

- a. Clean up and remove all debris from the property.
- b. Obtain digital photographs prior to leaving the property. (Line Survey Audit accounts only)

IFB NO: 2054; WATER METER INSTALLATION AND REPLACEMENT PROGRAM**EXHIBIT B****CONTRACTOR'S RATE SHEET****GENERAL SERVICES AGREEMENT NO: 25-GSA-HST-20804**

Compensation for services satisfactorily performed shall be in accordance with the Hourly Rates provided below, which shall be approved prior to execution of the Contract, and shall remain firm throughout the duration of the Contract, unless otherwise agreed to by the Parties, as provide in the Contract Documents.

Exhibit B**Project Name/Area: Beacon Lake at Twin Creeks**

INSTALL TYPE	Quantity	Price (ea.)	Total
Install yoke bar, expansion coupling, reuse meter (3/4" – 1") and MXU at assigned service locations, to include programming of MXU. This installation also includes disconnecting existing irrigation from potable line and reconnecting to designated reuse meter.	981	\$72.50	\$71,122.50
PLUMBING	Quantity	Price	Total
Additional Plumbing (Hourly Rate)	As Required	\$85.00	
LIDS	Quantity	Price	Total
REPLACE STANDARD LID	As Required	\$3.50	
METER BOXES and LIDS	Quantity	Price	Total
ADJUST/LEVEL METER BOX	As Required	\$42.50	

*"As Required" items will be done with approval of the County if needed in this area.

Project Name/Area: Service Line Survey Audit

INSTALL TYPE	Quantity (est.)	Price (ea.)	Total
Service Line Survey Audit Only (Dig both sides of the meter box, Identity line types, and capture 3 photos (1 Utility Side of the box, 1 Customer Side of the box, 1 photo after),	1,000	\$38.50	\$38,500.00

Hourly Rates. The above hourly rates shall constitute full payment for satisfactory performance of the Services including but not limited to all payroll costs and taxes, insurances, fees, overhead and profit, and any and all other costs or expenses of whatever nature incurred by Contractor.

Weekend and Holiday Rates. No additional compensation shall be paid for any Service performed before or after Contractor's standard operating hours or on weekends and holidays, without prior written approval by County.

Quantity of Work. Contractor understands that the County makes no commitments or guarantees as to the total amount or value of the Services to be performed by Contractor. Payment under this Agreement shall be made on the basis of the actual number of meters satisfactorily performed and completed in accordance with the Contract Documents.

Hourly Rate Adjustments. After the initial contract period Contractor may request an increase to the hourly rates on an annual basis, in accordance with the most current Consumer Price Index (CPI) percentage, as defined in the definitions section of this Agreement, but shall not exceed four percent (4%) in any given year. Requests for hourly rate adjustments must be submitted to the SJC Purchasing Division no later than sixty (60) days prior to the anniversary of the Effective Date of the Agreement for the County's review and approval. The County is under no obligation to grant any requested hourly rate adjustments. Approved hourly rate adjustments shall be effective only upon the County's issuance of a fully executed Amendment. If Contractor fails to request and/or receive approval for any adjustment to the hourly rates in any given year, the Contractor shall forego any available adjustment for that year and shall not combine and/or compound any requested hourly rate adjustment in subsequent year(s).

REIMBURSEABLE EXPENSES

In addition to the hourly rates and subject to Section 112.061, Florida Statutes, the Contractor may also be reimbursed for actual, direct costs (i.e. travel costs, travel-related expenses, or other direct non-salary expenses) incurred in the performance of the Services, provided supporting documentation such as third-party invoices, receipts, or other data as required by the County to support the validity of the expenses incurred shall be submitted with each invoice.

6/19/2025
Quote # 61925RH



Pricing For
NAME J. Bostic
Address

HST Utility Inc
PO Box 613
Owensboro, KY 42302

Item	Category	Description	Qty	Unit Price	Extended Price	Notes
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Replacement Water Meters & MTU's

Installation	Water Meter Replacement				
	Mobilization - per deployment		1	\$2,500.00	\$2,500.00
	3/4 or 5/8		10000	\$52.50	\$525,000.00
	Replace or add Dual Check Valve inside the box		1	\$15.00	
	Add new Dual Check Valve		1	\$15.00	

Grand Total All Meter Costs					\$525,000.00
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- Notes
- 1 Prices assumes like for like exchange
 - 2 Prices assumes warehouse or storage provide by others
 - 3 Hst Utility prices is labor only parts included are gaskets and bolts only
 - 4 Prices assumes no splicing of wire (ie. Quick connect)
 - 5 Price assumes Hst Utility will provide WOMS and will return field data via excel, csv, text format
 - 6 Price assumes GPS collection is 1-5 meter accuracy is acceptable
 - 7 Price assumes dual check valve and all parts needed will be provided by Customer
 - 8 Price assumes no reblumbing required
 - 9 Price assumes no lid drilling

Terms: Weekly Invoicing and payment net 20



**Board of County Commissioners
St. Johns County, Florida**

INVITATION FOR BID NO: 2054

WATER METER INSTALLATION AND REPLACEMENT PROGRAM

St. Johns County Purchasing Division
500 San Sebastian View
St. Augustine FL 32084
(904) 209-0150
www.sjcfl.us/Purchasing/index.aspx

IFB NO: 2054; WATER METER INSTALLATION AND REPLACEMENT PROGRAM

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PART I – GENERAL TERMS AND CONDITIONS

1) DEFINITIONS

Terms used within this Invitation for Bid (“IFB”) shall have the meaning as set forth in the St. Johns County Purchasing Policy (“Policy”), or as otherwise defined herein. Any definition provided herein shall govern over the definitions provided in the Policy.

2) COMPLIANCE WITH ST. JOHNS COUNTY PURCHASING POLICY

All provisions of the Policy and associated procedures are incorporated into the IFB Documents by reference and are fully binding. Bidders are required to submit their IFBs, and to conduct their activities in accordance with the Policy and associated procedures.

3) BIDDER’S REPRESENTATION

By submitting an IFB, each Bidder represents and warrants that Bidder has read and understands all information and requirements provided herein, and that Bidder is familiar with and understands all conditions related to the work specified herein, and the submitted IFB is based upon all necessary considerations to perform the work in accordance with all specifications and requirements provided herein, or as otherwise provided in an Addendum. The bidder also represents that any and all costs associated with performing the specified work are included in the submitted IFB.

4) IFB DOCUMENTS

The IFB Documents are those documents which shall govern the solicitation, submittal, consideration and award of submitted IFB(s), which generally includes, but is not limited to: IFB Documents, Specifications, Plans, Drawings, and all issued Addenda.

IFB Documents may be obtained from www.demandstar.com or SJC Purchasing Division. The IFB Documents shall be used by Bidders to prepare their IFB for submittal. St. Johns County (“County”) shall not assume any responsibility for errors or misrepresentations resulting from the use of complete or incomplete sets of IFB Documents. The County, in making the IFB Documents available, do so only for the purpose of obtaining IFBs for the specified purpose and do not confer a license or grant for any other use.

5) INTERPRETATION OR CORRECTION OF IFB DOCUMENTS

Bidders shall promptly notify the Designated Point of Contact of any ambiguity, inconsistency, or error which they may discover upon examination of the IFB Documents or of the site and local conditions. Bidders requiring clarification or interpretation of the IFB Documents shall make a written request to the Designated Point of Contact by or before the deadline for questions as provided herein.

An interpretation, correction or change of the IFB Documents will be made by Addendum. Interpretations, corrections, or changes of the IFB Documents made in any other manner will not be binding, and Bidders must not rely upon such interpretations, corrections, or changes. No change will be made to the IFB Documents by the County less than seven (7) days prior to the submittal deadline for IFBs. The County, however, reserves the right to issue addendums at any time prior to the submittal deadline for IFBs in order to serve the best interest of the County.

6) SUBSTITUTIONS

The materials, products and equipment described in the IFB Documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution. No substitution will be considered unless a written request for approval has been received by the Designated Point of Contact at least fourteen (14) calendar days prior to the submittal deadline for IFBs. Each such request shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitute, including drawings, cuts, performance and testing data, and any other information necessary for an evaluation. A statement setting forth any changes in other materials, equipment or work that incorporation of the substitute would require must also be included. The burden of proof of the merit of the proposed substitute is upon the proposer of the substitute. The Project Manager’s approval or disapproval of a proposed substitution shall be final.

If County Staff approves any proposed substitution, such approval will be set forth in an Addendum. Bidders must not rely upon approval made in any other manner.

7) DESIGNATED POINT OF CONTACT

The County's Designated Point of Contact for this IFB is Sherrie Ashby, Procurement Coordinator, St. Johns County Purchasing Division. Any and all questions and/or inquiries shall be directed to Sherrie Ashby, *in writing*, via email at sashby@sjcfl.us. In the event the Designated Point of Contact is absent or otherwise unavailable for more than three (3) business days, firms may contact Jennifer McDaniels, Procurement Coordinator at jmcdaniels@sjcfl.us.

8) LOBBYING PROHIBITION

In accordance with Section 9 of the Policy, Bidders **SHALL NOT** contact any staff member of the County, including members of the Board of County Commissioners, except the above referenced Designated Point of Contact with regard to this Invitation for IFBs. Any such communication is a violation of the Policy and shall result in disqualification and removal from consideration for award under this IFB.

9) QUESTIONS

Any and all questions related to this project shall be directed, *in writing*, to the Designated Point of Contact. Questions are due no later than Four o'clock **(4:00PM) EDST on Wednesday November 20, 2024**, so that any necessary addenda may be issued in a timely manner. Any questions received after the deadline will not be answered unless previously approved by the SJC Purchasing Manager or other designated County Representative.

10) ADDENDA

Any change, clarification, revision, deletion, additional documents or information provided by the County after broadcast of this IFB will be provided via Addendum and posted to Demandstar (www.demandstar.com) with the IFB Documents. All planholders for this IFB will be notified of the posted addendum by Demandstar. Planholders may access and download issued Addenda for inclusion in their submitted IFB. Bidders may also request issued addenda from the Designated Point of Contact, in writing. It is the responsibility of the Bidder to acquire any addenda issued by the County. The County is not responsible for a Bidder's failure to obtain any issued Addendum.

Bidders are responsible for incorporating any and all changes, clarifications, revisions, deletions, additional documents and information provided by Addendum into the submitted IFB. Failure by the Bidder to appropriately consider and incorporate the addenda into their submitted IFB may cause the submitted IFB to be considered non-responsive and removed from further consideration. It shall be the sole discretion of the Purchasing Manager or Director of Purchasing to determine whether or not an Addendum is material to the submitted IFB, resulting in disqualification and removal from consideration for award.

Each Bidder shall acknowledge all issued Addenda in the submitted IFB in the space provided on the Official County IFB Form, and provide a copy of each Addendum, signed by the Bidder's authorized representative.

11) IFB SUBMITTAL REQUIREMENTS

The submittal deadline for IFBs shall be no later than two o'clock **(2:00PM EST) Wednesday, November 27, 2024 ("Submittal Deadline")**. IFBs must be submitted to:

SJC Purchasing Division
500 San Sebastian View
St. Augustine, FL 32084

Each Bidder must submit one (1) original hard copy, on the required forms provided herein, in a sealed envelope or container plainly marked with the Bidder's full legal company name, mailing address, and recite: **"IFB NO: 2054; WATER METER INSTALLATION AND REPLACEMENT PROGRAM"**. A mailing label has been provided herein for Bidders to use to identify their IFB.

All required forms and attachments, including the Official County IFB Form, must be completed, and all required information provided. Information must be typewritten or manually written in blue or black ink. Each IFB must include the Bidder's full legal company name, mailing address, telephone number, and must identify whether the

Bidder is a sole proprietor, partnership, corporation or other legal entity. **The submitted IFB should NOT include a full copy of the IFB General Terms and Conditions.**

Bidder shall assume full responsibility for timely delivery of their submitted IFB at the location designated above for receipt of IFBs. IFBs shall be delivered to the designated location prior to the submittal deadline provided above, or as revised by addendum. IFBs received after the established submittal deadline will not be considered and will be returned to the sender unopened.

All mail delivered to the County is processed through SJC Central Receiving. Bidders must factor in the additional time for processing when mailing their submitted IFBs to the County. Any IFBs that are not delivered to the SJC Purchasing Division, by the deadline above, shall not be considered, even if the IFB is delivered to SJC Central Receiving prior to the deadline above. SJC Purchasing is not responsible for IFBs that are delayed in delivery due to the mail processing activities of the County's Central Receiving Office.

Additionally, the County is not responsible for IFBs that are incorrectly labeled, addressed, mailed, or otherwise delivered to an incorrect location other than the SJC Purchasing Division. Any such IFB that is not received in the SJC Purchasing Division shall be returned to the Bidder, unopened.

Bidders must only submit one (1) IFB in response to this IFB. Oral, telephonic, telegraphic, or electronic IFBs are invalid and will not receive consideration.

Where so indicated by the makeup of the IFB Form, sums shall be expressed in both words and numerals, and in the case of a discrepancy between the two, the amount expressed in words shall govern. Additionally, where there are unit prices and extended prices, the unit prices shall govern over extended pricing.

Any interlineations, alterations, or erasures by the Bidder on the IFB Form must be initialed by the signer of the IFB. Failure to do so may cause the IFB to be considered non-responsive.

The bidder shall make no stipulation on the IFB Form, nor qualify the submitted IFB in any manner. To do so will classify the IFB as being non-responsive.

Any submitted IFB must be signed by an approved representative of the Bidder, legally authorized to bind the Bidder to a contract. In the event the IFB is signed by a representative who is not a principal of the Bidder, a Delegation of Authority Letter must be submitted with the IFB, stating the delegation of authority by principal(s), owner(s), or officer(s) of the Bidder for the signing representative. The delegation of authority must be signed by the principal/owner/officer of the Bidder and must state the limits and duration of the delegation to the signing representative.

All IFBs submitted by an agent must have a current Power of Attorney attached, certifying the agent's authority to bind the Bidder.

All IFBs submitted in response to this IFB shall become the property of the County and will not be returned to the Bidders. In the event of an award, all documentation produced as part of the award shall become exclusive property of the County.

12) IFB POSTPONEMENT/CANCELLATION

The County may, at its sole and absolute discretion, postpone or cancel this IFB, and/or resolicit IFBs in order to serve the best interest of the County.

13) MODIFICATION OR WITHDRAWAL OF IFB

A submitted IFB may not be modified, withdrawn or canceled by the Bidder after the submittal deadline specified herein.

Prior to the submittal deadline for IFBs, an IFB submitted early may be modified or withdrawn only by written

notice to the Designated Point of Contact. Upon notice from a Bidder to modify or withdraw a submitted IFB, provided such notice is received prior to the submittal deadline for IFBs, the County shall return the IFB to the Bidder unopened. Any modified IFBs must be submitted prior to the submittal deadline specified herein, in order to be considered.

14) COSTS INCURRED BY BIDDERS

Bidders are responsible for any and all costs associated with developing and submitting an IFB in response to this IFB. Additionally, Bidders are solely responsible for any and all costs associated with providing any subsequent information requested by the County, attending any meetings with the County, and any other activities related to this solicitation and subsequent award proceedings. It is expressly understood, no Bidder may seek or claim any award and/or reimbursement from the County for any expenses, costs, and/or fees (including attorney's fees) borne by any Bidder, during the IFB process. Such expenses, costs, and/or fees (including attorney's fees) are the sole responsibility of the Bidder.

15) CONSIDERATION OF IFBS

Opening of IFBs: Unless stated otherwise in an Addendum, IFBs received by or before the submittal deadline will be opened publicly, immediately after the submittal deadline provided herein. The IFB Tabulation shall be posted to DemandStar, upon verification of IFBs and all information.

Rejection of IFBs: The County reserves the right to reject any or all IFBs that are not materially responsive to the requirements provided herein, or if it is determined to be in the best interest of the County. The County may also waive any minor formality or irregularity of any submitted IFB, provided the minor formality or irregularity does not materially impact the submitted IFB.

IFB Award: It is the intent of the County to award multiple contracts to lowest, responsive, responsible Bidders, based upon Unit Price per Area and, if applicable, County accepted Alternates. It is the intent of the county to award Task Based General Services contracts for Three (3) years with two (2) one-year renewals, for a total of five (5) years.

The County shall have the right to accept alternates in any order or combination and to determine the low Bidder on the basis of the sum of Unit Price and/or the Alternates accepted if alternate IFBs are requested in the Official County IFB Form. The County is under no obligation to award any IFB Alternates, unless it serves the best interest of the County to do so.

If an award is made, it will be made within ninety (90) days from the date of the IFB opening, unless stated otherwise in an Addendum. Submitted IFBs must remain valid for a minimum of ninety (90) days from the date of the IFB opening, and shall be irrevocable during this time unless otherwise agreed to by the County.

If only one (1) IFB is received, the County reserves the right to negotiate with the responding Bidder, if the submitted IFB is responsive to the requirements provided herein. The IFB may also be rejected and the IFB re-advertised, in order to best serve the needs of the County.

The County shall have the right to accept alternates in any order or combination and to determine the low Bidder on the basis of the sum of the Base IFB and/or the Alternates accepted if alternate IFBs are requested in the Official County IFB Form. The County is under no obligation to award any IFB Alternates, unless it serves the best interest of the County to do so.

16) NEW VENDOR PAYEE MANAGEMENT

The County has implemented a registration process for awarded Suppliers, which includes Contractors and Consultants *even* if the Supplier, Contractor, or Consultant is currently or has previously done business with the County. This process is through PaymentWorks, a third-party payee management system. Upon award, Supplier will receive an invitation to register from the County Purchasing Department, via email, which will originate from the PaymentWorks system. If a Supplier has already registered within PaymentWorks, the registration does not have to be done again. However, in order to link the Supplier's current account with

the County in PaymentWorks, the Supplier must provide the email to the person that is used on the Supplier's current account in PaymentWorks. The Supplier is responsible for completing the registration process for acceptance by the County, in order to receive any payments. The County **cannot** edit, input and/or bypass any portion of the registration for the Supplier. If there are any questions about this process, Suppliers can reach out to Joanie Chiarelli at jchiarelli@sjcfl.us or Kayla Miller at kmiller@sjcfl.us.

17) PROTESTS

Any actual Bidder who is aggrieved in connection with the Notice of Intent to award a Contract (Protestor), where such grievance is asserted to be the result of a violation of the requirements of the County's Purchasing Policy and associated procedures, or any applicable provision of law by the officers, agents, or employees of the County, may file a Protest with the Assistant Director of Purchasing & Contracts. The Protest must be submitted in writing, accompanied by a security in the form of a Protest Bond, by 4:00PM on the fifth business day following the date of the posting of the Notice of Intent to Award.

18) MINIMUM QUALIFICATIONS

Bidders must be fully licensed and authorized to do business in the State of Florida,

1. Must have an active registration with the State of Florida, Department of State, Division of Corporations;
2. Must possess a current Local Business Tax Receipt for St. Johns County or must agree to obtain a Local Business Tax Receipt upon County issuance of Notice of Intent to Award.
3. Must have successfully completed, as the lead firm, a minimum of two (2) projects in the last Two (2) years of similar size and scope to that described herein.

Proof of qualifications shall be provided by completing and submitting **Attachment "C"** – Contractor's Qualifications Statement and **Attachment "D"** – License/Certification List along with a copy of each license and certificate listed. All licenses, certifications and pre-qualifications must be valid and current on the date IFBs are submitted.

The Bidder must submit a list of any and all relevant experience within the last two (2) years with the proposed scope of work. The list must include the Client's information, brief description of the scope of work, total contract value, and completion timeframes. The County reserves the right to check any and all references.

Suppliers who have been placed on the Convicted Vendor List of the General Services Administration (GSA) following a conviction for a public entity crime or on the discriminatory vendor list may not submit a IFB on a contract to provide any goods or services of a public building or public work, may not submit IFBs on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or Contractor under a contract with a public entity, and may not transact business with any public entity in excess of \$25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

Bidders who are debarred or suspended by any federal department or agency at the time of IFB opening are not eligible and will be deemed nonresponsive and non-responsible for this federally funded project. Subcontractors that are not registered at SAM.gov, must provide an executed "Debarment, Suspension, Ineligibility, Voluntary Exclusion Form" as the prospective Sub-Contractor of the Grant Recipient (St. Johns County) performing services for this project, by completing and submitting **Attachment "L"** with the submitted IFB.

Failure by a Bidder to demonstrate meeting or exceeding the minimum qualification requirements stated above shall be grounds for disqualification and removal from further consideration for award. The County reserves the right to request additional information regarding the qualification and experience of the Bidder in order to determine the responsibility of the Bidder to perform the specified work.

Bidders to whom award of a contract is under consideration shall submit to the County, upon request, a properly

executed Contractor's Qualification Statement of A1A Document A305, unless such a statement has been previously required and submitted as a prerequisite to the issuance of IFB Documents.

19) SUB-CONTRACTORS

Each Bidder shall submit to the County a list of Subcontractors and major materials suppliers to be used if awarded the contract. A copy of the form, **Attachment "D"**, is provided in the IFB Documents. If no Subcontractors or major material suppliers are required, so state there on.

Upon request by the County, the successful Bidder shall within seven (7) days thereafter, submit all data required to establish to the satisfaction of the County, the reliability and responsibility of the proposed Subcontractors to furnish and perform the work described in the Sections of the Specifications pertaining to such proposed Subcontractor's respective trades.

Prior to the award of the Contract, the County will notify the Bidder in writing if the County, after due investigation, has reasonable and substantial objection to any person or organization proposed as a Subcontractor. The Bidder then may, at his option, withdraw his IFB without forfeiture of IFB Security or submit an acceptable substitute at no increase in IFB price. If the Bidder fails to submit an acceptable substitute within seven (7) days of the original notification, the County may then, at its option, disqualify the Bidder, at no cost to the County.

The County reserves the right to disqualify any Contractor, Subcontractor, Vendor, or material supplier due to previously documented project problems, either with performance or quality.

Subcontractors and other persons and organizations proposed by the Bidder and accepted by the County, must be used on the work for which they were proposed and accepted and shall not be changed except with the written approval of the County.

20) FORM OF AGREEMENT BETWEEN COUNTY AND CONTRACTOR

Unless otherwise provided in the IFB Documents, the Agreement for Work will be written on the St. Johns County Task Order based General Services Agreement.

21) EXECUTION OF CONTRACT DOCUMENTS

The awarded Contractor shall return signed copies of the Contract Agreement to the SJC Purchasing Division within ten (10) consecutive calendar days of receipt of Notice of Award. St. Johns County shall return a fully executed original copy of the Contract Agreement to the Contractor no later than seven (7) consecutive calendar days after the return of the signed copies from the Contractor.

22) CONTRACT DURATION & RENEWAL

The Contract Agreement for the services provided herein shall be on a form furnished by St. Johns County. The contract term shall be Three (3) years with two (2) one-year renewals, for a total of five (5) years, providing satisfactory performance has been maintained by the Contractor, and subject to the availability funds. The County reserves the right to further extend the contract, as necessary, to complete any ongoing projects, or if it is determined to be in the best interest of the County to do so.

23) AWARD OF PROJECTS

Award of projects shall be on a rotation basis if applicable in order to affect an equitable distribution of work among Contractor. The rotation shall begin with the Lowest bid and shall move to the next Lowest bid until all Companies have been awarded work, and the rotation begins again. The County may, in the event of extenuating circumstances, forego the prescribed rotation, if following the rotation is proven to not serve the best interest of the County. The determination for foregoing the rotation may be elevated to the County Administrator, or the Board of County Commissioners, if the Purchasing Division determines that determination of sufficient extenuating circumstances for foregoing the rotation have not been provided.

In the event the County and the Contractor proposing on a project cannot come to agreement over scope, schedule or cost, the County may discontinue discussions with the Contractor and move on to the next in rotation to request a proposal in order to meet the needs of the County. Additionally, if a Contractor, from

whom the County has requested a proposal, is unable to submit a proposal, is not responsive to the County's request for a proposal, or elects to not propose on any one project, the County may also move on to the next in rotation to request a proposal for the project.

24) UNIT PRICING

The unit pricing under this Bid shall remain firm throughout the first year of this Contract Agreement. Pricing increases shall be considered on an annual basis no later than sixty (60) calendar days prior to the Contract Agreement Anniversary Date. The Contractor shall submit any requests for increases in pricing no later than sixty (60) days prior to the effective date of the Contract Anniversary Date. Negotiated increases shall not exceed the prior twelve (12) months CPI - All Urban Consumers (CPI-U), unless otherwise approved by the County. Should the requested price increase be considered excessive or determined not to be competitive for the services, the County reserves the right to deny the requested price increase, or terminate the Contract Agreement, and re-bid for these services. All prices shall remain firm for the period of each Contract Renewal term.

Unit Prices shall include: all materials, labor, equipment, supervision, fees, taxes, surcharges, any other costs associated with performing the work required.

25) TASK ORDERS

The SJC Utility Division shall be responsible for determining estimated quantities of items for each project/scope of work. Award of a Task Order shall be determined by the SJC Utility Division and SJC Purchasing Division based upon cost comparison between Contractor(s) under contract, schedule and current workload of the vendor(s), and relative capability of the vendor(s) for the individual Task Order.

Task Orders shall be issued by the SJC Purchasing Division. The Contractor shall be required to have an authorized representative sign all copies of the Task Order and send them back to Purchasing. The Task Order is not considered effective until executed by the SJC Purchasing Manager or SJC Purchasing Director. Once the Task Order is fully executed, the Contractor shall receive a copy, which shall serve as Notice to Proceed for the project. There may be some cases where a project requires a formal Notice to Proceed after the Task Order is fully executed. This will be handled on a project-by-project basis.

Each Task Order Proposal shall include all of the following information: Master Contract Name & Number, Contractor Name & Address, Task Order Number, Project Name, Scope of Work, Cost of Project, Schedule for Completion, and any and all terms and conditions associated with the project.

Any and all changes to a project shall be authorized through a Contract Change Order or Amendment as applicable to the change being authorized. Changes must be requested and/or approved by the Project Manager, Department Head and Purchasing Manager. The Contractor shall then submit a proposal for the change to the Purchasing representative. No additional or alternate work shall be performed by the Contractor until receipt of a fully executed Change Order or Amendment.

26) MAXIMUM PROJECT COSTS

The maximum project costs eligible to be authorized by Task Order under the awarded Contracts is \$500,000. Any project that is estimated to exceed that amount must be submitted to the SJC Board of County Commissioners for approval prior to the Task Order being issued.

If a Task Order is valued at less than \$500,000, but an additive change order increases the value beyond that threshold, the Change Order shall be approved by SJC Administration prior to the issuance of the Change Order.

27) CHANGE ORDERS

The County shall advise the Contractor of minor changes in the work not involving an adjustment to the Task Order dollar value or completion time. The Contractor shall be required to perform these changes at no additional cost to the County.

The Contractor may request a change by submitting a written request to the County, or Engineer describing the

proposed change and its full effect on the work, including a statement describing the reason for the change, and the effect on the Task Order dollar value and completion time with full documentation. The Contractor must provide back-up documentation for any requested substitutions or alterations from the scope of work provided by the County.

Change Orders shall be issued to increase or decrease the dollar value of a Task Order based on estimated quantity overages and shortages, or on a change in the project determined by the County or Engineer.

All Change Orders shall be accompanied by a revised scope of work, as applicable, added or subtracted quantities of unit price items, explanation for the change (whether County driven or Contractor driven), and shall be signed by the Contractor, the Department Head, and the County Representative. Change Orders shall not be considered fully executed until all three (3) parties have signed. In the event an Engineer is utilized by the County for a project, the Engineer's authorized representative shall also be required to sign any issued Change Orders.

28) INVOICING

All invoicing shall be separated per each Task Order and shall include all of the following information: Master Contract Name & Number, Contractor Name & Address, Task Order Number, and Project Name

29) INDEMNIFICATION

Contractor shall indemnify and hold harmless the County and its officers and employees ("Indemnified Party"), from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Contractor and persons employed or utilized by Contractor in the performance of this Contract.

To the extent permitted by, and in accordance with Section 725.06 of the Florida Statutes, Contractor further agrees that "damages, losses and costs", includes fines, citations, court judgments, insurance claims, restoration costs or other liability, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Contractor and persons employed or utilized by Contractor in performance of the Work.

To the extent permitted by, and in accordance with Section 725.06 of the Florida Statutes, for purposes of indemnity, the "persons employed or utilized by Contractor" shall be construed to include, but not be limited to, Contractor, its staff, employees, subcontractors, all deliverers, suppliers, furnishers of materials or services or anyone acting for, on behalf of, or at the request of Contractor.

In Claims against any person or entity indemnified hereunder by an employee of Contractor, any Subcontractor, or subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Section 11.2 shall not be limited by a limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or any Subcontractor or subcontractor under any workers' compensation acts, disability benefits acts or other employee benefit acts.

Contractor's indemnity and hold harmless obligations hereunder shall extend to all Claims against the County by any third party or third-party beneficiary and all liabilities, damages, losses and costs related thereto.

This indemnification will not be valid in the instance where the loss is caused by the gross negligence, or willful, wanton or intentional misconduct of any Indemnified Party.

If any provision(s), or portion(s) of a provision(s) of this Section, or the application thereof to any person or circumstance shall, to any extent, be held to be invalid, illegal or unenforceable for any reason whatsoever, the validity, legality and enforceability of the remaining provision(s), or part of the provision(s), shall not in any way be affected or impaired thereby; and shall be interpreted to the fullest extent possible to be enforceable and to give effect to the intent manifested by the provision(s), or portion(s) thereof, held invalid, illegal or unenforceable.

Contractor shall further indemnify and hold harmless the County its officers and employees from and against all Claims arising out of any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents and shall defend such Claims in connection with any alleged infringement of such rights.

The indemnification provisions of this Section shall survive expiration or earlier termination of the Contract.

30) FORCE MAJEURE; DELAYS

Force Majeure: Contractor shall not be liable for failure to carry out the terms of this Agreement to the extent such failure is due to a Force Majeure event, except for failures that could have been reasonably foreseen and guarded against so as to avoid or reduce the adverse impact thereof. A Force Majeure event is hereby defined as the failure to carry out any of the terms of this agreement due to any one of the following circumstances beyond the control of the Contractor: (a) the operation and effect of the rules, regulations, or order promulgated by any commission, county, municipality, or governmental agency of the State of Florida or United States, (b) a restraining order, injunction, or similar decree on any court of competent jurisdiction, (c) war, (d) flood, (e) earthquake, (f) fire, (g) severe wind storm, (h) acts of public disturbance, (i) quarantine restrictions, (j) epidemics, (k) strikes, (l) freight embargoes, or (m) sabotage. The times specified herein for performances include delays that can ordinarily be anticipated due to adverse weather conditions. The County is not obligated to grant an extension of time due to the adverse weather condition unless such conditions rise to the level of Force Majeure.

Delay: Contractor shall not be compensated for delays caused by Contractor's inefficiency, rework made necessary by Contractor's work error, failure to perform the Work as scheduled, or any other corrective or productivity measures made necessary by errors, omissions, or failures to properly perform the Work. Neither shall the Contractor be compensated for delays caused by events by force majeure as described in sub-para (a) above. Within ten (10) days after the onset of a delay, Contractor shall notify the County in writing of the delay which shall provide: (1) a detailed description the delay and its probable duration, (2) the specified portion of the Work affected, and (3) an opinion as to the cause of the delay and liability (if any) for the delay. Notice provided more than ten (10) days after the inception of the delay shall only be effective as to additional time incurred during the ten (10) day period preceding receipt of such notice. In the case of continuing cause delay for the same cause, only one notice of delay is necessary. **Failure to provide this notice waives any claim for extension of time resulting from such delay.** If the delay is due to the failure of another County contractor to complete its work in a timely manner, changes ordered in the Work, a Force Majeure event, or any other cause which the County, in its sole judgment and discretion, determines to justify the delay, then the Completion Date may be extended as necessary to compensate for the delay. All time extensions shall be in the form of a written amendment signed by both parties.

31) CONTRACTOR SAFETY AND HEALTH REQUIREMENTS

The Contractor shall be responsible for supervising all safety precautions, including initiating and maintaining such programs in connection with the performance of the Contract and for adequate maintenance of traffic.

The Contractor shall designate a member of the on-site construction team whose duty shall be the prevention of accidents. Unless notified otherwise in writing by the Contractor to the County and the Engineer, this person shall be the Contractor's Superintendent.

A. OSHA Requirements:

The Contractor warrants that the product, products, or services supplied to St. Johns County shall conform in all respects to the standards set forth in the Occupational Safety and Health Act (OSHA) of 1970 as amended and the failure to comply will be considered a breach of contract. St. Johns County shall be held harmless against any unsafe conditions and contractor employee incidents.

B. Compliance with Occupational Safety and Health Act:

Contractor certifies that all material, equipment, services, etc., furnished in this IFB meets all OSHA requirements for the applicable Sectors. Bidder further certifies that, if he is the successful Bidder, and the

material, equipment, service, etc., delivered or provided is subsequently found to be deficient in any OSHA requirement in effect on date of delivery or service fulfillment date, all costs necessary to bring the material, equipment, service, etc., into compliance with the aforementioned requirements shall be borne by the Bidder. All Personal Protective Equipment used by the contractor and their employees shall be ANSI certified and meet OSHA standards.

C. Toxic Substances/Federal Hazard Communication “Right To Know and Understand” Regulations:

The Federal “Right to Know and Understand” Regulation (also known as the Hazard Communication / Globally Harmonized System of Classification and Labeling of Chemicals (GHS) implemented by OSHA requires employers to inform their employees of any toxic substances to which they may be exposed in the workplace, and to provide training in safe chemical storage, labeling, handling practices and emergency procedures.

Accordingly, the Contractor(s) performing under this contract shall be required to provide two (2) complete sets of Safety Data Sheets (SDS) to each of the departments utilizing the awarded products. This information should be provided at the time when the initial delivery is made, on a department-by-department basis. If performing work on site, it is preferred that each contractor bring their hazardous communication program and SDS in a binder labeled with the contractor's name and identified as a Hazardous Communication/GHS Program. Upon leaving the jobsite and the removal of all hazardous materials, contractors shall take their information with them. The transport, use, and disposal of toxic substances must be conducted in accordance with DEP/EPA regulations.

Upon request, contractors working at St. Johns County facilities or jobsites will be given access to the written Hazardous Communication Program and informed where to locate SDS.

32) TERMINATION

The County may, by written notice to Contractor, terminate the awarded Contract in whole or in part at any time for the County’s convenience or for the default of the Contractor.

If, at any time, the awarded Contract is terminated by the County, whether for cause or for convenience, the County may, at its sole discretion, negotiate with the second lowest, responsible, responsive Bidder for completion of the required Work if it serves the best interest of the County to do so.

33) TAXES

Project is subject to Federal Excise and Florida Sales Taxes, which must be included in Bidder’s proposal.

34) INSURANCE

The Contractor shall not commence work under this Contract until he/she has obtained all insurance required under this section and such insurance has been approved by the County. All insurance policies shall be satisfactory to the County and shall be issued by companies authorized and duly licensed to transact business in the State of Florida. The Contractor shall furnish proof of Insurance to the County prior to the execution of this Contract. Certificates of insurance shall clearly indicate Contractor has obtained insurance of the type, amount, and classification as required by this Contract. Required insurance coverage shall be maintained in force, including coverage for Additional Insureds, until Final Completion of all Work including Warranty Work.

No less than ten (10) days written notice shall be provided to the County prior to cancellation, non-renewal or any material change of required insurance policies. Yearly renewal certificates shall be provided to the County within thirty (30) days of expiration of the current policy.

Certificates shall specifically include the County as Additional Insured for all lines of coverage except Workers’ Compensation and Professional Liability. A copy of the endorsement must accompany the certificate. Compliance with the foregoing requirements shall not relieve the Contractor of its liability and obligations under this Contract.

Certificate Holder Address: St. Johns County, a political subdivision of the State of Florida
500 San Sebastian View

The Contractor shall procure and maintain during the life of this Contract, Comprehensive General Liability Insurance with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate, including bodily injury (including wrongful death), property damage, products, personal & advertising injury, and completed operations. This insurance must provide coverage for all Claims that may arise from the services and/or operations completed under this Contract, whether such services or operations are by Contractor or anyone directly or indirectly employed by them. Such insurance(s) shall also be primary and non-contributory with regard to insurance carried by the Additional Insureds.

The Contractor shall procure and maintain during the life of this Contract, Comprehensive Automobile Liability Insurance with minimum limits of \$2,000,000 combined single limit for bodily injury and property damage liability and insuring liability arising out of or in any way related directly or indirectly to the ownership, maintenance or use of any owned, non-owned or rented/hired automobiles.

The Contractor shall procure and maintain during the life of this Contract, adequate Workers' Compensation Insurance in at least such amounts as are required by the law for all of its employees per Florida Statute 440.02.

The required insurance limits identified above may be satisfied by a combination of a primary policy and/or Umbrella or Excess Liability Insurance policy.

Providing and maintaining adequate insurance coverage is a material obligation of Contractor. County has no obligation or duty to advise Contractor of any non-compliance with the insurance requirements contained in this Section. If Contractor fails to obtain and maintain all of the insurance coverages required herein, Contractor shall indemnify and hold harmless the Additional Insureds from and against any and all Claims that would have been covered by such insurance had Contractor complied with its obligations herein.

County reserves the right to adjust the above minimum insurance requirements or require additional insurance coverages to address other insurable hazards.

35) GOVERNING LAWS & REGULATIONS

The Contractor shall be responsible for being familiar and complying with any and all federal, state, and local laws, ordinances, rules and regulations that, in any manner, affect the work required under this contract. The agreement shall be governed by the laws of the State of Florida and St. Johns County both as to interpretation and performance.

Performance under this Agreement will be governed by and in compliance with the following regulations: (1) 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards"; (2) 2 CFR Part 200 subparts A through E; and (3) Cost Principles For-profit Organizations: 48 CFR 31 (Federal Acquisition Regulations) Subpart 31.2.

36) EQUAL EMPLOYMENT OPPORTUNITY

In accordance with Federal, State and Local law, the submitting firm shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or handicap. The submitting Bidder shall be required to comply with all aspects of the American's Disabilities Act (ADA) during the performance of the work.

37) PROHIBITION AGAINST CONSIDERATION OF SOCIAL, POLITICAL, OR IDEOLOGICAL INTERESTS

Bidders are hereby notified of the provisions of Section 287.05701, Florida Statutes, as amended, that the County will not request documentation of or consider a Bidder's social, political, or ideological interests when determining if the Bidder is a responsible Bidder. Bidders are further notified that the County's governing body shall not give preference to a Bidder based on the Bidder's social, political, or ideological interests.

38) EMPLOYMENT ELIGIBILITY AND MANDATORY USE OF E-VERIFY

As a condition precedent to entering into the awarded Contract, and in accordance with section Florida Statute § 448.095, Florida Statutes, Contractor and all subcontractors shall register with and use the E-Verify system to verify the work authorization status of all employees hired on or after July 1, 2023.

- a. Contractor shall require each subcontractor to provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of the awarded Contract.
- b. The County, Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Florida Statute § 448.09(1), or these provisions regarding employment eligibility shall terminate the contract with the person or entity.
- c. The County, upon good faith belief that a subcontractor knowingly violated these provisions regarding employment eligibility, but Contractor otherwise complied, shall promptly notify Contractor and Contractor shall immediately terminate the contract with the subcontractor.
- d. Contractor acknowledges that, in the event that the County terminates the awarded Contract for Contractor's breach of these provisions regarding employment eligibility, then Contractor may not be awarded a public contract for at least one (1) year after such termination. Contractor further acknowledges that Contractor is liable for any additional costs incurred by the County as a result of the County's termination of the awarded Contract for breach of these provisions regarding employment eligibility.

39) COMPLIANCE WITH FLORIDA STATUTE 287.138

Pursuant to 287.138 F.S., effective July 1, 2023, the County may not enter into contracts which grants the Contractor access to personal identifiable information if: 1) the Contractor is owned by the government of a Foreign Country of Concern (as defined by the statute: (b) the government of a Foreign Country of Concern has a controlling interest in the entity; or (c) the Contractor is organized under the law of or has its principal place of business in a Foreign Country of Concern. The County shall be entitled to immediately terminate this Agreement with liability to ensure the County's continued compliance with the statute.

Pursuant to 287.138 F.S., effective January 1, 2024, if Contractor may access, receive, transmit, or maintain personal identifiable information under this Agreement, Contractor must submit a Foreign Entity Affidavit to the County. Additionally, effective July 1, 2025, Contractor shall submit a Foreign Entity Affidavit to the County prior to any renewals of this Agreement. Failure or refusal to submit a Foreign Entity Affidavit shall be cause for immediate termination of this Agreement by the County.

40) DEBARMENT AND SUSPENSION

The award under this solicitation is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the awarded firm(s) are required to verify that none of the awarded firm(s), their principals (defined under 2 C.F.R. § 180.995), or any affiliates (defined under 2 C.F.R. § 180.905) are excluded (defined under 2 C.F.R. § 180.940) or disqualified (defined under 2 C.F.R. § 180.935).

The awarded firm(s) must comply with 2 C.F.R. Part 180, Subpart C and 2 C.F.R. 3000, Subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This requirement includes, but is not limited to verifying that any entity with whom the awarded firm(s) intends to do business is not excluded or disqualified by:

- a. Checking the Excluded Parties List System for Award Management (SAM), available at <https://www.sam.gov/portal/public/SAM/>;
- b. Collecting a certification from that entity; or
- c. Adding a clause or condition to the covered transaction with that entity.

41) BYRD ANTI-LOBBYING AMENDMENT

Firms who apply or IFB for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence officer or employee of an agency, a member of Congress, officer or

employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

42) CONTRACT WORK HOURS AND SAFETY STANDARDS

- (1) Where applicable (see 40 U.S.C. § 3701), all contracts awarded by the NFE in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II, ¶ E.
- (2) Under 40 U.S.C. § 3702, each Vendor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.
- (3) The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of property or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- (4) Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

43) ENERGY CONSERVATION

The contractor agrees to comply with 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.

PUBLIC RECORDS

- A. The cost of reproduction, access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials, associated with this Agreement shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes), and other applicable State and Federal provisions. Access to such public records, may not be blocked, thwarted, and/or hindered by placing the public records in the possession of a third party, or an unaffiliated party.
- B. In accordance with Florida law, to the extent that Contractor's performance under this Contract constitutes an act on behalf of the County, Contractor shall comply with all requirements of Florida's public records law. Specifically, if Contractor is expressly authorized, and acts on behalf of the County under this Agreement, Contractor shall:
 - (1) Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the Services for a period of Five (5) years after the final payment date.
 - (2) Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost as provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
 - (3) Ensure that public records related to this Agreement that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by applicable law for the duration of this Agreement and following completion of this Agreement if the Contractor does not transfer the records to the County; and
 - (4) Upon completion of this Agreement, transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by the County to perform the Services for a period of Five (5) years after the final payment date.

If the Contractor transfers all public records to the County upon completion of this Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure

requirements. If the Contractor keeps and maintains public records upon completion of this Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the County's information technology systems.

Failure by the Contractor to comply with the requirements of this section shall be grounds for immediate, unilateral termination of this Agreement by the County.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**500 San Sebastian View
St. Augustine, FL 32084
(904) 209-0805
publicrecords@sjcfl.us**

END OF SECTION

IFB NO: 2054; WATER METER INSTALLATION AND REPLACEMENT PROGRAM

**OFFICIAL COUNTY IFB FORM
ST. JOHNS COUNTY, FLORIDA**

PROJECT: WATER METER INSTALLATION AND REPLACEMENT PROGRAM

TO: THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA

DATE SUBMITTED: _____

IFB PROPOSAL OF

Full Legal Company Name

Mailing Address

Telephone Number

Fax Number

Having become familiar with requirements of the project and having carefully examined the IFB Documents and Specifications entitled for IFB No: 2054; WATER METER INSTALLATION AND REPLACEMENT PROGRAM in St. Johns County, Florida, the undersigned proposes to furnish all materials, labor, equipment, supervision and all other requirements necessary to comply with the Contract Documents to submit the following IFB Proposal summarized as follows.

During the preparation of the IFB, the following addenda, if any, were received:

No.: _____ Date Received:

No.: _____ Date Received:

We, the undersigned, hereby declare that no person or persons, firm or corporation, other than the undersigned are interested, in this proposal, as principals, and that this proposal is made without collusion with any person, firm or corporation, and we have carefully and to our satisfaction examined the IFB Documents and Project Specifications.

We have made a full examination of the location of the proposed work and the sources of supply of materials, and we hereby agree to furnish all necessary labor, equipment and materials, fully understanding that any quantities shown therewith are approximate only, and that we will fully complete all requirements therein as prepared by the County, within the same time limit specified in the IFB Documents as indicated above.

If the Undersigned is notified of the acceptance of this IFB Proposal by the Board within ninety (90) calendar days for the time set for the opening of IFBs, the Undersigned further agrees, to execute a contract for the above work within ten (10) days after notice that his IFB has been accepted for the above stated compensation in the form of a Contract presented by the County.

CORPORATE/COMPANY

Full Legal Company Name: _____ (Seal)

By: _____
Signature of Authorized Representative (Name & Title typed or printed)

By: _____
Signature of Authorized Representative (Name & Title typed or printed)

Address: _____

Telephone No.: (____) _____ Fax No.: (____) _____

Email Address for Authorized Company Representative: _____

Federal I.D. Tax Number: _____ DUNS #: _____
(If applicable)

INDIVIDUAL

Name: _____ (Signature)
(Name typed or printed) (Title)

Address: _____

Telephone No.: (____) _____ Fax No.: _____

Email Address: _____

Federal I.D. Tax Number: _____

POC For Payee Management _____ Email _____

Each Bidder must submit all required forms and attachments. Failure to submit any required document may be grounds for disqualification due to non-responsiveness.

Submittal Requirements: Official County IFB Form, and all Attachments must be completed; along with a fully acknowledged copy of each Addendum applicable to this IFB and submitted with each copy of the IFB Proposal.

ATTACHMENT "A"

ST. JOHNS COUNTY AFFIDAVIT

Bidder shall complete and submit a sworn statement as part of the submitted IFB. This sworn statement shall be an Affidavit in the following form, executed by an officer/principal of the Bidder, and shall be sworn to before a person who is authorized by law to administer oaths.

STATE OF _____

COUNTY OF _____

The Undersigned authority, _____ ("Affiant"), who being duly sworn, deposes and states that he/she is the _____ (Title) of the Bidder _____ (Full Legal Name of Bidder) submitting the attached IFB for the services provided in the IFB Documents for **IFB No: 2054; WATER METER INSTALLATION AND REPLACEMENT PROGRAM**, in St. Johns County, Florida.

The Affiant further states that no more than one IFB for the above-referenced project will be submitted from the Bidder, the Affiant, their firm or corporation under the same or different name, and that such Bidder has no financial interest in the firm of another Bidder for the same work. Affiant also states that neither he/she, the firm, association nor corporation of the Bidder has either directly or indirectly entered into any agreement, participated in any collusion, nor otherwise taken any action in restraint of free competitive IFB in connection with this firm's IFB on the above-described project. Furthermore, neither the firm nor any of its officers are barred from participating in public contract lettings in the State of Florida or any other state.

DATED this _____ day of _____, 20____.

Signature of Affiant

Printed Name of Affiant

Printed Title of Affiant

Full Legal Name of Contractor /Contractor

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20____, by _____, who is personally known to me or has produced _____ as identification.

Notary Public

My Commission Expires: _____

BIDDER MUST EXECUTE AND ATTACH THIS AFFADAVIT TO SUBMITTED IFB.

ATTACHMENT "B"

CONTRACTOR'S QUALIFICATIONS STATEMENT

I, _____ hereby certify that _____
(Authorized Company Representative Name & Title) (Full Legal Company Name)

has performed and is licensed in the State of Florida to perform WATER METER INSTALLATION AND REPLACEMENT PROGRAM Services. I also certify that the above named company is capable of bonding any Contract in excess of \$100,000.00 in value and shall perform the scope of work in accordance with the specifications stated in this IFB and that all information being submitted in response to this request is true and accurate to the best of my knowledge.

Authorized Bidder Representative:

Signature Date

Name & Title of Representative

IFB NO: 2054; WATER METER INSTALLATION AND REPLACEMENT PROGRAM

ATTACHMENT "C"

LICENSE / CERTIFICATION LIST

In the space below, the Bidder shall list all **current** licenses and certifications held.

The Bidder shall attach a copy of each current license, certifications listed below to this form.

License(s)/Certificate(s)/ Pre-Qualifications	License #	Issuing Agency	Expiration Date
State of Florida Business License			
St Johns County Business Tax			

IFB NO: 2054; WATER METER INSTALLATION AND REPLACEMENT PROGRAM

ATTACHMENT "D"

LIST OF PROPOSED SUB-CONTRACTORS / SUPPLIERS

Bidder shall submit any and all sub-contractors and/or major material suppliers proposed to perform any portion of the Work for review/approval by the County. Bidder shall attach any and all applicable licenses or certifications held by the proposed sub-contractor/supplier related to the portion of the Work for which they are proposed, as stated below. All subcontractors/suppliers are subject to the approval of the County.

Company Name	Work/Services to be Performed	Primary Contact Name	Contact Number and Email Address	Percentage (%) of Total Work/Services

IFB NO: 2054; WATER METER INSTALLATION AND REPLACEMENT PROGRAM

ATTACHMENT "E"

CONFLICT OF INTEREST DISCLOSURE FORM

Project (IFB) Number/Description: **IFB NO: 2054; WATER METER INSTALLATION AND REPLACEMENT PROGRAM**

The term "conflict of interest" refers to situations in which financial or other considerations may adversely affect, or have the appearance of adversely affecting a Contractor's professional judgment in completing work for the benefit of St. Johns County ("County"). The bias such conflicts could conceivably impart may inappropriately affect the goals, processes, methods of analysis or outcomes desired by the County.

Contractors are expected to safeguard their ability to make objective, fair, and impartial decisions when performing work for the benefit of the County. Contractors, therefore must there avoid situations in which financial or other considerations may adversely affect, or have the appearance of adversely affecting the Contractor's professional judgement when completing work for the benefit of the County.

The mere appearance of a conflict may be as serious and potentially damaging as an actual distortion of goals, processes, methods of analysis, or outcomes. Reports of conflicts based upon appearances can undermine public trust in ways that may not be adequately restored even when the mitigating facts of a situation are brought to light. Apparent conflicts, therefore, should be disclosed and evaluated with the same vigor as actual conflicts.

It is expressly understood that failure to disclose conflicts of interest as described herein may result in immediate disqualification from evaluation or immediate termination from work for the County.

Please check the appropriate statement:



I hereby attest that the undersigned Respondent has no actual or potential conflict of interest due to any other clients, contracts, or property interests for completing work on the above referenced project.



The undersigned Respondent, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts or property interests for completing work on the above referenced project.

Legal Name of Respondent: _____

Authorized Representative(s): _____
Signature Print Name/Title

Signature Print Name/Title

ATTACHMENT "F"

DRUG-FREE WORKPLACE FORM

The undersigned firm, in accordance with Florida Statute 287.087 hereby certifies that

_____ does:

Name of Firm

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 danger of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the contractual services that are described in St. Johns County's request for proposals a copy of the statement specified in paragraph 1.
4. In the statement specified in paragraph 1, notify the employees that, as a condition of working on the contractual services described in paragraph 3, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Florida Statute 893, as amended, 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 or plea.
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. Consistent with applicable provisions with State or Federal law, rule, or regulation, make a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1 through 5.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

Signature

Date

IFB NO: 2054; WATER METER INSTALLATION AND REPLACEMENT PROGRAM

ATTACHMENT "G"
CLAIMS, LIENS, LITIGATION HISTORY

Respondents must complete all questions below and provide information requested as applicable. Failure to appropriately complete the questions below, or provide requested information may be grounds for disqualification. Any material misrepresentation of information may also be grounds for disqualification.

1. Within the past 7 years, has your organization filed suit or a formal claim against a project owner (as a prime or subcontractor) or been sued by or had a formal claim filed by an owner, subcontractor or supplier resulting from a contract dispute? Yes ___ No ___ If yes, please attach additional sheet(s) to include:

Description of every action Captions of the Litigation or Arbitration

Amount at issue: _____ Name (s) of the attorneys representing all parties:

Amount actually recovered, if any: _____

Name(s) of the project owner(s)/manager(s) to include address and phone number:

2. List all pending litigation and or arbitration.

3. List and explain all litigation and arbitration within the past seven (7) years - pending, resolved, dismissed, etc.

4. Within the past 7 years, please list all Liens, including Federal, State and Local, which have been filed against your Company. List in detail the type of Lien, date, amount and current status of each Lien.

5. Have you ever abandoned a job, been terminated or had a performance/surety bond called to complete a job?

Yes _____ No _____ If yes, please explain in detail:

6. For all claims filed against your company within the past five (5) years, have all been resolved satisfactorily with final judgment in favor of your company within 90 days of the date the judgment became final? Yes ____ No ____
If no, please explain why?

7. List the status of all pending claims currently filed against your company:

Liquidated Damages

1. Has a project owner ever withheld retainage, issued liquidated damages or made a claim against any Performance and Payment Bonds? Yes _____ No _____ If yes, please explain in detail:

(Use additional or supplemental pages as needed)

IFB NO: 2054; WATER METER INSTALLATION AND REPLACEMENT PROGRAM

ATTACHMENT "H"

SWORN STATEMENT UNDER SECTION 287.133(3)(A), FLORIDA STATUTES ON PUBLIC ENTITY CRIMES

I, _____ ("Affiant"), being duly authorized by and on behalf of _____
_____ ("Respondent") hereby swears or affirms as follows:

1. The principal business address of Respondent is: _____

2. I am duly authorized as _____ (Title) of Respondent.
3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any IFB, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
4. I understand that "convicted" or "conviction" is defined in Section 287.133 of the Florida Statutes to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilt or nolo contendere.
5. I understand that "affiliate" is defined in Section 287.133 of the Florida Statutes to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.
6. Neither the Respondent, nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Offeror or contractor, nor any affiliate of the Offeror or contractor has been convicted of a public entity crime subsequent to July 1, 1989. **(Draw a line through paragraph 6 if paragraph 7 below applies.)**
7. There has been a conviction of a public entity crime by the Respondent, or an officer, director, executive, partner, shareholder, employee, member or agent of the Respondent who is active in the management of the Respondent or an affiliate of the Respondent. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is _____. A copy of the order of the Division of Administrative Hearings is attached to this statement. **(Draw a line through paragraph 7 if paragraph 6 above applies.)**

Signature of Affiant

Printed Name & Title of Affiant

Full Legal Name of Respondent

Date of Signature

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this _____
day of _____, 20__, by Affiant, who is ☐ personally known to me or ☐ has produced _____
_____ as identification.

Notary Public

My Commission Expires

ATTACHMENT "I"

NON-COLLUSION CERTIFICATION

St. Johns County requires, as a matter of policy, that any Firm receiving a contract or award resulting from the Invitation for IFB issued by St. Johns County shall make certification as below. Receipt of such certification, under oath, shall be a prerequisite to the award of contract and payment thereof.

I (we) hereby certify that if the contract is awarded to me, our firm, partnership or corporation, that no members of the elected governing body of St. Johns County nor any professional management, administrative official or employee of the County, nor members of his or her immediate family including spouse, parents or children, nor any person representing or purporting to represent any member or members of the elected governing body or other official, has solicited, has received or has been promised, directly or indirectly, any financial benefit including but not limited to a fee, commission, finder's fee, political contribution, goods or services in return for favorable review of any IFBs submitted in response to the Invitation for IFB or in return for execution of a contract for performance or provision of services for which IFBs are herein sought.

Handwritten Signature of Authorized Principal(s):

NAME (print): _____

SIGNATURE: _____

TITLE: _____

DATE: _____

NAME OF FIRM/PARTNERSHIP/CORPORATION:

IFB NO: 2054; WATER METER INSTALLATION AND REPLACEMENT PROGRAM

ATTACHMENT "J"

E-VERIFY AFFIDAVIT

STATE OF _____

COUNTY OF _____

I, _____ (hereinafter "Affiant"), being duly authorized by and on behalf of _____ (hereinafter "Contractor") hereby swears or affirms as follows:

1. Contractor understands that E-Verify, authorized by Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), is a web-based system provided by the United States Department of Homeland Security, through which employers electronically confirm the employment eligibility of their employees.
2. For the duration of Contract No. _____ (hereinafter "Agreement"), in accordance with section 448.095, F.S., 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 Contractor 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.
3. Contractor shall comply with all applicable provisions of section 448.095, F.S., and will incorporate in all subcontracts the obligation to comply with section 448.095, F.S.
4. Contractor understands and agrees that its failure to comply with all applicable provisions of section 448.095, F.S. or its failure to ensure that all employees and subcontractors performing work under the Agreement are legally authorized to work in the United States and the State of Florida constitute a breach of the Agreement for which St. Johns County may immediately terminate the Agreement without notice and without penalty. The Contractor further understands and agrees that in the event of such termination, Contractor shall be liable to the St. Johns County for any costs incurred by the St. Johns County resulting from Contractor's breach.

DATED this _____ day of _____, 20____.

Signature of Affiant

Printed Name of Affiant

Printed Title of Affiant

Full Legal Name of Contractor /Contractor

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20____, by _____, who is personally known to me or has produced _____ as identification.

Notary Public

My Commission Expires: _____

ATTACHMENT "K"

EQUAL OPPORTUNITY REPORT STATEMENT

The Bidder shall complete the following statement by signing this form where indicated. Failure to complete this form may be grounds for rejection of IFB:

The awarded Contractor shall comply with Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987 and the Florida Civil Rights Act of 1992, as amended) prohibiting employment discrimination and shall comply with the regulations and guidelines promulgated pursuant to this Act by the Secretary of the Interior and the Heritage Conservation and Recreation Service.

During the performance of this contract, the awarded Contractor, for itself, its assignees and successors in interest (hereinafter referred to as 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 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 sub-Contractor 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 sub-Contractor 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.

Handwritten Signature of Authorized Principal(s):

NAME (print): _____

SIGNATURE: _____

TITLE: _____

NAME OF FIRM: _____

DATE: _____

IFB NO: 2054; WATER METER INSTALLATION AND REPLACEMENT PROGRAM

ATTACHMENT L

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION-PRIMARY COVERED TRANSACTIONS**

The Bidder certifies that, the firm or any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of federal funds:

1. Bidder must be registered with www.SAM.gov with a status of "Active" and have no Active Exclusions cited.
2. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 49 CFR s29.110(a), by any federal department or agency;
3. have not within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property
4. are not presently indicted for or otherwise criminally or civilly charged by a federal, state, or local governmental entity with commission of any of the offenses enumerated in paragraph (b) of this certification; and
5. have not within a three-year period preceding this certification had one or more federal, state, or local government public transactions terminated for cause or default.

The Respondent certifies that it shall perform a debarment verification on any subcontractor, sub-Contractor, material supplier or vendor, that it proposes to contract with to perform any work under this IFB, and shall not enter into any transaction with any sub-Contractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this project by any federal agency unless authorized by St. Johns County.

Handwritten Signature of Authorized Principal(s):

NAME (print): _____

SIGNATURE: _____

TITLE: _____

NAME OF FIRM: _____

DATE: _____

ATTACHMENT M

**BYRD ANTI-LOBBYING COMPLIANCE AND
CERTIFICATION REGARDING LOBBYING**

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each IFB or offer exceeding \$100,000). The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or Current as of 9-26-16 11 cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

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

Handwritten Signature of Authorized Principal(s):

NAME (print): _____

SIGNATURE: _____

TITLE: _____

NAME OF FIRM: _____

DATE: _____

IFB NO: 2054; WATER METER INSTALLATION AND REPLACEMENT PROGRAM

ATTACHMENT N

HUMAN TRAFFICKING AFFIDAVIT

Florida Statute §787.06(13) requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute. The County is a governmental entity for the purposes of this statute.

As the officer or representative of the company, I certify that the company identified above does not, for labor or services,

- Use or threaten to use physical force against any person;
- Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against his or her will;
- Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied towards the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
- Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification, of any person;
- Cause or threaten to cause financial harm to any person;
- Entice or lure any person by fraud or deceit;
- Provide controlled substances as outlined in Schedule I or Schedule II of Florida State Statute §893.03 to any person for the purpose of exploitation of that person.

Under penalty of perjury, I hereby declare and affirm that the above stated facts are true and correct.

[insert company name]

By: _____

Print Name: _____

Print Title: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was sworn to and subscribed before me by means of ☐ physical presence or online notarization, this ____ day of _____, 2024, by _____, as _____ of [insert company name], a _____, who is personally known to me, or produced _____ as identification.

Notary Public Signature

[AFFIX NOTARY SEAL]

Print Notary Name: _____

My commission expires: _____

This document must be completed and returned with your Submittal

ATTACHMENT O

Affidavit Regarding the Use of Coercion for Labor and Services

Section 787.06(13), Florida Statutes requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute.

As an officer or authorized representative of Bidder, I certify that the company identified below does not, for labor or services:

- Use or threaten to use physical force against any person;
- Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
- Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
- Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
- Cause or threaten to cause financial harm to any person;
- Entice or lure any person by fraud or deceit; or
- Provide a controlled substance as outlined in Schedule I or Schedule II of s. 893.03 to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare and affirm that I have read the foregoing document and that the facts stated in it are true and correct.

DATED this _____ day of _____, 20____.

Signature of Affiant

Printed Name of Affiant

Printed Title of Affiant

Full Legal Name of Bidder

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20____, by Affiant, who is personally known to me or has produced _____ as identification.

Notary Public

My Commission Expires: _____

IFB NO: 2054; WATER METER INSTALLATION AND REPLACEMENT PROGRAM

Scope of Work

St. Johns County Utilities (SJCUD) invites interested and qualified vendors to submit cost proposals for a meter installation and replacement program to replace water meters and endpoints for both potable and reuse meters, provide line inspection audit as needed and install new reuse water meters and service line re-piping. This entails the vendor being responsible to replace the water meters and meter smart points, inspect both incoming and outgoing lines as needed, and install reuse meters and re-pipe as necessary. The Utility reserves the right to issue contracts to multiple vendors based on pricing per area of work (North Beach, Twin Creeks and individual line audits). The intent is to issue a multi-year contract for replacement of existing water meters annually and the service line audit survey.

- A. Scope of Work:** This section describes the materials, equipment, procedures, and contractor requirements for the requested functions related to this invitation to bid. This will include the replacement of approximately 1,400 various size potable water meters and adding end points to these meters, installation of approximately 1,000 reuse meters and endpoints, including cutting and capping potable irrigation line and reconnecting to designated reuse line, perform a line survey audit on specified accounts, install meter boxes, yoke bars and replace lids as needed. The line survey audit may or not be at a location where meter installation/replacement takes place. This is meant to be a guide and the contractor will be responsible for the complete installation of the new water meters and associated equipment.

B. Areas of Work:

1. North Beach

Exchange/replace existing meters (5/8" x 3/4" – 2") of same size and "lay-length" at assigned service locations and add Sensus Smartpoints (MXU), to include programming of MXU. Also perform service line survey audit to include digging both sides of the meter box, identify line types and provide data on supplied form or electronic app and capture 3 photos (1 Utility Side of the box, 1 Customer Side of the box, 1 after photo). If necessary, perform magnet and/or scratch tests on non-plastic service lines to confirm service line material.

Note: Removed MXUs and meters are to be placed in empty meter packaging and returned to an SJCUD designated storage location for disposition by SJCUD.

2. Beacon Lake at Twin Creeks

Install yoke bar, expansion coupling, reuse meter (3/4" – 1") and MXU at assigned service locations, to include programming of MXU. This installation also includes disconnecting existing irrigation from private potable service line and reconnecting (or extending service line) to designated reuse meter and service line. See attached pics of a Typical Existing Plumbing example and the Typical Proposed Plumbing Example. Minimal work will be issued for this area

3. Service Line Survey Audit Only

Dig both sides of the meter box, identify service line material types and provide data on supplied form and capture 3 photos (1 Utility Side of the box, 1 Customer Side of the box, 1 after photo). If service line material is non-plastic, then perform magnet and/or scratch test to identify if service line is made of lead or galvanized steel.

C. Contractor Requirements:

1. Installer Qualifications:

- The meter/endpoint installation crew shall be employed directly by the Contractor. Subcontractors shall not be used without the County's approval.
- Existing Leaks: The Contractor shall report to the County any existing leaks found at the accounts. The contractor shall not repair existing leaks unless authorized by the County.
- The Contractor shall be available to respond to calls from customers concerning leaks, loss of service, or other issues related to the installation. The Contractor must be available to respond to problems

associated with the installation on a twenty-four hour a day, seven days a week basis, and must respond to make necessary repairs within 2 hours of receiving the call. For 30 days after installation

- d. **Property Damage:** The Contractor shall be responsible for all damages caused by an installer and shall make all necessary repairs at its sole cost and expense. In the event a service line fails during or after the installation, the Contractor will oversee the repair work to the water service or damaged property to the owner's satisfaction.
- e. Upon completion of the meter installation, all refuse and unused materials shall be removed from the site. The site shall be returned to its original condition.

2. Employee Conduct

- a. All contractor employees shall wear a company uniform and carry employee identification.
- b. Employee vehicles shall be clearly marked with the name and/or logo of the installation contractor.
- c. Contractor employees shall treat customers in a courteous and respectful manner. If customers have objections or complaints about the project or the installation, direct customer to contact County staff.

3. Materials:

- a) **WATER METERS:** All new water meters shall be provided by the County.
- b) **ENDPOINT:** All new MXU's will be provided by the County.
- c) **PIPE:** All PVC and poly pipe will be supplied by the County.
- d) **FITTINGS:** All fittings will be supplied by the County.

4. Equipment:

- a) **HANDHELD PROGRAMMER / SMART PHONE / TABLET):**
Provide handheld field programmer, smart phone, tablet, or similar device with software capable of verifying communication between the radio, register, and collector. Such devices shall be capable of recording and downloading all required data. Contractor to provide programming equipment to include Command Link and Field Logic App.

5. Schedule:

- a) **INSTALLATION HOURS:** Work will be permitted at individual homes between the hours of 7:00 a.m. and 6:00 p.m., Monday through Saturday. Work on Sundays and holidays recognized by the St. Johns County will not be required. Other work schedules may be permitted with prior approval of the County.

6. Installation Sequence:

- a) **North Beach**
Contractor shall be assigned the total number of accounts for each type of installation and can install in the sequence that best fits the contractor's ability to complete the project.
- b.) **Beacon Lake at Twin Creeks**
Contractor shall be assigned the total number of accounts for each type of installation and an installation schedule will be developed between the County and contractor after the Notice to Proceed is issued.

7. Service Line Survey Audit Only

Contractor shall be assigned the total number of accounts for each type of installation and can install in the sequence that best fits the contractor's ability to complete the project.

8. Documentation:

- a. For Service Line Survey Audit accounts only, obtain digital photographs of existing meter installation documenting the condition and material type of the existing incoming and outgoing service lines. Include the property address and date in the photo or identify digitally in the filename or other means acceptable to the County. County and vendor will agree on the electronic format and fields to be transmitted to the Utility.

- b. For meter replacement or new installations, record the following information electronically in the field and provide records to the County in the approved file format along with the required with pictures:
1. Property address
 2. Account number
 3. Water service diameter
 4. Register reading and serial number of the old meter, with pictures
 5. Serial number of the old MXU
 6. Serial number and register of the new water meter, with pictures
 7. Radio identification number of the new endpoint, and pictures of ID number and location
 8. Provide a daily report of activated water meters and addresses to the County. The report shall be submitted electronically.
9. **Activation and Testing:**
- a. Activate meter and endpoint, according to meter manufacturer's recommendations.
 - b. Test and verify endpoint communication with the register.
 - c. Verify communications by remotely reading the endpoint ID number and meter reading.
 - d. Open customer faucet and ensure the new meter is reading flow.
10. **Cleanup:**
- a. Clean up and remove all debris from the property.
 - b. Obtain digital photographs prior to leaving the property. (Line Survey Audit accounts only)

SEALED IFB MAILING LABEL

**Cut along the outer border and affix this label
to your sealed IFB envelope to identify it as a
"Sealed IFB"**

SEALED IFB • DO NOT OPEN	
SEALED IFB NO.:	IFB NO: 2054
IFB TITLE:	WATER METER INSTALLATION AND REPLACEMENT PROGRAM
DUE DATE/TIME:	By 2:00PM – December 4, 2024
SUBMITTED BY:	
	Company Name
	Company Address
	Company Address
DELIVER TO:	St. Johns County Purchasing Division 500 San Sebastian View St. Augustine FL 32084



END OF DOCUMENT

IFB UNIT PRICE: (The Contractor shall provide a cost estimate per unit for WATER METER INSTALLATION AND REPLACEMENT PROGRAM. All invoicing shall be separated per each Task Order.)

Project Name/Area: North Beach

INSTALL TYPE	Quantity* (est.)	Price (ea.)	Total
3/4" Meter Replacement, including MXU and programming	1391		
1" Meter Replacement, including MXU and programming	20		
1 1/2" Meter Replacement, including MXU and programming	14		
2" Meter Replacement, including MXU and programming	12		
3" Meter Replacement, including MXU and programming	As Required		
4" Meter Replacement, including MXU and programming	As Required		
6" Meter Replacement, including MXU and programming	As Required		
8" Meter Replacement, including MXU and programming	As Required		
10" Meter Replacement, including MXU and programming	As Required		
OTHER INSTALL'S	Quantity	Price	Total
RADIO ONLY INSTALL	As Required		
Service Line Survey Audit (Dig both sides of the meter box, Identity line types, and capture 3 photos (1 Utility Side of the box, 1 Customer Side of the box, 1 photo after), done as part of the meter install	516		
PLUMBING	Quantity	Price	Total
5/8"X3/4" - 1" - REPLUMB METER	As Required		
5/8"X3/4" - 1" - REPLACE CURB STOP	As Required		
5/8"X3/4" - 1" - REPLACE EXPANSION COUPLING	As Required		
5/8"X3/4" - 1" - INSTALL METER YOKE BAR	As Required		
1.5" - 2" - REPLUMB METER	As Required		
1.5" - 2" - REPLACE CURB STOP	As Required		
1.5" - 2" - INSTALL METER YOKE BAR	As Required		
3"-4" - REPLUMB METER	As Required		
6" - REPLUMB METER	As Required		
8" - REPLUMB METER	As Required		
10" - REPLUMB METER	As Required		
Additional Plumbing (Hourly Rate)	As Required		
LIDS	Quantity	Price	Total
DRILL LID	As Required		
PLASMA CUT LID	As Required		
REPLACE STANDARD LID	As Required		
METER BOXES and LIDS	Quantity	Price	Total
REPLACE Single METER BOX and LID(5/8"-1")	As Required		
REPLACE Dual METER BOX and LID (1 1/2" - 2")	As Required		
ADJUST/LEVEL METER BOX	As Required		

***As Required" items will be done with approval of the County if needed in this area and pricing will be used for other areas if a multi-year contract is issued.

Project Name/Area: Twin Creeks

INSTALL TYPE	Quantity	Price (ea.)	Total
--------------	----------	-------------	-------

Install yoke bar, expansion coupling, reuse meter (3/4" – 1") and MXU at assigned service locations, to include programming of MXU. This installation also includes disconnecting existing irrigation from potable line and reconnecting to designated reuse meter.

	981		
PLUMBING	Quantity	Price	Total
Additional Plumbing (Hourly Rate)	As Required		
LIDS	Quantity	Price	Total
REPLACE STANDARD LID	As Required		
METER BOXES and LIDS	Quantity	Price	Total
ADJUST/LEVEL METER BOX	As Required		

*"As Required" items will be done with approval of the County if needed in this area.

Project Name/Area: Service Line Survey Audit

INSTALL TYPE	Quantity (est.)	Price (ea.)	Total
Service Line Survey Audit Only (Dig both sides of the meter box, Identity line types, and capture 3 photos (1 Utility Side of the box, 1 Customer Side of the box, 1 photo after),	1,000		
This portion is proposed to be a multi-year contract.			

The Unit Prices submitted above shall include any and all fees, taxes, surcharges, and any other costs associated with performing the work required by this Contract. The Unit Prices above shall be the final price charged to the County for work performed.

The Unit Prices offered in this IFB Proposal shall remain firm for a period of ninety (90) days from the IFB opening date.

During the preparation of the IFB, the following addenda, if any, were received:

No.: _____ Date Received:

No.: _____ Date Received:

We, the undersigned, hereby declare that no person or persons, firm or corporation, other than the undersigned are interested, in this proposal, as principals, and that this proposal is made without collusion with any person, firm or corporation, and we have carefully and to our satisfaction examined the IFB Documents and Project Specifications.

We have made a full examination of the location of the proposed work and the sources of supply of materials, and we hereby agree to furnish all necessary labor, equipment and materials, fully understanding that any quantities shown therewith are approximate only, and that we will fully complete all requirements therein as prepared by the County, within the same time limit specified in the IFB Documents as indicated above.

If the Undersigned is notified of the acceptance of this IFB Proposal by the Board within ninety (90) calendar days for the time set for the opening of IFBs, the Undersigned further agrees, to execute a contract for the above work within ten (10) days after notice that his IFB has been accepted for the above stated compensation in the form of a Contract presented by the County.

CORPORATE/COMPANY

Full Legal Company Name: _____ (Seal)

By: _____
Signature of Authorized Representative (Name & Title typed or printed)

By: _____
Signature of Authorized Representative (Name & Title typed or printed)

Address: _____

Telephone No.: (____) _____ Fax No.: (____) _____

Email Address for Authorized Company Representative: _____

Federal I.D. Tax Number: _____ DUNS #: _____
(If applicable)

INDIVIDUAL

Name: _____ (Signature)
(Name typed or printed) (Title)

Address: _____

Telephone No.: (____) _____ Fax No.: _____

Email Address: _____

Federal I.D. Tax Number: _____

Each Bidder must submit all required forms and attachments. Failure to submit any required document may be grounds for disqualification due to non-responsiveness.

Submittal Requirements: Official County IFB Form, and all Attachments must be completed; along with a fully acknowledged copy of each Addendum applicable to this IFB and submitted with each copy of the IFB Proposal.

IFB NO: 2054; WATER METER INSTALLATION AND REPLACEMENT PROGRAM

ATTACHMENT "A"

ST. JOHNS COUNTY AFFIDAVIT

Bidder shall complete and submit a sworn statement as part of the submitted IFB. This sworn statement shall be an Affidavit in the following form, executed by an officer/principal of the Bidder, and shall be sworn to before a person who is authorized by law to administer oaths.

STATE OF _____

COUNTY OF _____

The Undersigned authority, _____ ("Affiant"), who being duly sworn, deposes and states that he/she is the _____ (Title) of the Bidder _____ (Full Legal Name of Bidder) submitting the attached IFB for the services provided in the IFB Documents for **IFB No: 2054; WATER METER INSTALLATION AND REPLACEMENT PROGRAM**, in St. Johns County, Florida.

The Affiant further states that no more than one IFB for the above-referenced project will be submitted from the Bidder, the Affiant, their firm or corporation under the same or different name, and that such Bidder has no financial interest in the firm of another Bidder for the same work. Affiant also states that neither he/she, the firm, association nor corporation of the Bidder has either directly or indirectly entered into any agreement, participated in any collusion, nor otherwise taken any action in restraint of free competitive IFB in connection with this firm's IFB on the above-described project. Furthermore, neither the firm nor any of its officers are barred from participating in public contract lettings in the State of Florida or any other state.

DATED this _____ day of _____, 20____.

Signature of Affiant

Printed Name of Affiant

Printed Title of Affiant

Full Legal Name of Contractor /Contractor

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20____, by _____, who is personally known to me or has produced _____ as identification.

Notary Public
My Commission Expires: _____

BIDDER MUST EXECUTE AND ATTACH THIS AFFADAVIT TO SUBMITTED IFB.

IFB NO: 2054; WATER METER INSTALLATION AND REPLACEMENT PROGRAM

ATTACHMENT "B"

CONTRACTOR'S QUALIFICATIONS STATEMENT

I, _____ hereby certify that _____
(Authorized Company Representative Name & Title) (Full Legal Company Name)

has performed and is licensed in the State of Florida to perform WATER METER INSTALLATION AND REPLACEMENT PROGRAM Services. I also certify that the above named company is capable of bonding any Contract in excess of \$100,000.00 in value and shall perform the scope of work in accordance with the specifications stated in this IFB and that all information being submitted in response to this request is true and accurate to the best of my knowledge.

Authorized Bidder Representative:

Signature

Date

Name & Title of Representative

IFB NO: 2054; WATER METER INSTALLATION AND REPLACEMENT PROGRAM

ATTACHMENT "C"

LICENSE / CERTIFICATION LIST

In the space below, the Bidder shall list all **current** licenses and certifications held.

The Bidder shall attach a copy of each current license, certifications listed below to this form.

License(s)/Certificate(s)/ Pre-Qualifications	License #	Issuing Agency	Expiration Date
State of Florida Business License			
St Johns County Business Tax			

IFB NO: 2054; WATER METER INSTALLATION AND REPLACEMENT PROGRAM

ATTACHMENT “D”

LIST OF PROPOSED SUB-CONTRACTORS / SUPPLIERS

Bidder shall submit any and all sub-contractors and/or major material suppliers proposed to perform any portion of the Work for review/approval by the County. Bidder shall attach any and all applicable licenses or certifications held by the proposed sub-contractor/supplier related to the portion of the Work for which they are proposed, as stated below. All subcontractors/suppliers are subject to the approval of the County.

Company Name	Work/Services to be Performed	Primary Contact Name	Contact Number and Email Address	Percentage (%) of Total Work/Services

IFB NO: 2054; WATER METER INSTALLATION AND REPLACEMENT PROGRAM

ATTACHMENT "E"

CONFLICT OF INTEREST DISCLOSURE FORM

Project (IFB) Number/Description: **IFB NO: 2054; WATER METER INSTALLATION AND REPLACEMENT PROGRAM**

The term "conflict of interest" refers to situations in which financial or other considerations may adversely affect, or have the appearance of adversely affecting a Contractor's professional judgment in completing work for the benefit of St. Johns County ("County"). The bias such conflicts could conceivably impart may inappropriately affect the goals, processes, methods of analysis or outcomes desired by the County.

Contractors are expected to safeguard their ability to make objective, fair, and impartial decisions when performing work for the benefit of the County. Contractors, therefore must there avoid situations in which financial or other considerations may adversely affect, or have the appearance of adversely affecting the Contractor's professional judgement when completing work for the benefit of the County.

The mere appearance of a conflict may be as serious and potentially damaging as an actual distortion of goals, processes, methods of analysis, or outcomes. Reports of conflicts based upon appearances can undermine public trust in ways that may not be adequately restored even when the mitigating facts of a situation are brought to light. Apparent conflicts, therefore, should be disclosed and evaluated with the same vigor as actual conflicts.

It is expressly understood that failure to disclose conflicts of interest as described herein may result in immediate disqualification from evaluation or immediate termination from work for the County.

Please check the appropriate statement:



I hereby attest that the undersigned Respondent has no actual or potential conflict of interest due to any other clients, contracts, or property interests for completing work on the above referenced project.



The undersigned Respondent, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts or property interests for completing work on the above referenced project.

Legal Name of Respondent: _____

Authorized Representative(s): _____
Signature Print Name/Title

Signature

Print Name/Title

ATTACHMENT "F"

DRUG-FREE WORKPLACE FORM

The undersigned firm, in accordance with Florida Statute 287.087 hereby certifies that

_____ does:

Name of Firm

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 danger of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the contractual services that are described in St. Johns County's request for proposals a copy of the statement specified in paragraph 1.
4. In the statement specified in paragraph 1, notify the employees that, as a condition of working on the contractual services described in paragraph 3, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Florida Statute 893, as amended, 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 or plea.
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. Consistent with applicable provisions with State or Federal law, rule, or regulation, make a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1 through 5.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

Signature

Date

ATTACHMENT "G"

CLAIMS, LIENS, LITIGATION HISTORY

Respondents must complete all questions below and provide information requested as applicable. Failure to appropriately complete the questions below or provide requested information may be grounds for disqualification. Any material misrepresentation of information may also be grounds for disqualification.

1. Within the past 7 years, has your organization filed suit or a formal claim against a project owner (as a prime or subcontractor) or been sued by or had a formal claim filed by an owner, subcontractor or supplier resulting from a project dispute?

Yes _____ No _____ If yes, please attach additional sheet(s) to include:

Description of every action Captions of the Litigation or Arbitration

Amount at issue

Name (s) of the attorneys representing all parties:

Amount actually recovered, if any

Name(s) of the project owner(s)/manager(s) to include address and phone number

2. List all **pending** litigation and or arbitration.
3. List and explain **all litigation and arbitration** within the past seven (7) years - pending, resolved, dismissed, etc.
4. Please list all liens (including Federal, State, and Local) which have been filed against your Company within the past seven (7) years. List in detail the type of Lien, date, amount and current status of each Lien. If none, so state.

5. Have you ever abandoned a job, been terminated or had a performance/surety bond called to complete a job?

Yes _____ No _____ If yes, on separate sheet(s), provide an explanation of those instances.

6. For all claims filed against your company within the past five (5) years, have all been resolved satisfactorily with final judgment in favor of your company within 90 days of the date the judgment became final?

Yes _____ No _____ If no, on separate sheet(s), explain why.

7. On a separate sheet(s), list the status of all pending claims currently filed against your company. If none, so state.

8. Has a project owner ever withheld retainage, issued liquidated damages or made a claim against any Performance and Payment Bonds?

Yes _____ No _____ If yes, on separate sheet(s) explain in detail.

IFB NO: 2054; WATER METER INSTALLATION AND REPLACEMENT PROGRAM

ATTACHMENT "H"

SWORN STATEMENT UNDER SECTION 287.133(3)(A), FLORIDA STATUTES ON PUBLIC ENTITY CRIMES

I, _____ ("Affiant"), being duly authorized by and on behalf of _____
_____ ("Respondent") hereby swears or affirms as follows:

1. The principal business address of Respondent is: _____

2. I am duly authorized as _____ (Title) of Respondent.
3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any IFB, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
4. I understand that "convicted" or "conviction" is defined in Section 287.133 of the Florida Statutes to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilt or nolo contendere.
5. I understand that "affiliate" is defined in Section 287.133 of the Florida Statutes to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.
6. Neither the Respondent, nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Offeror or contractor, nor any affiliate of the Offeror or contractor has been convicted of a public entity crime subsequent to July 1, 1989. **(Draw a line through paragraph 6 if paragraph 7 below applies.)**
7. There has been a conviction of a public entity crime by the Respondent, or an officer, director, executive, partner, shareholder, employee, member or agent of the Respondent who is active in the management of the Respondent or an affiliate of the Respondent. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is _____. A copy of the order of the Division of Administrative Hearings is attached to this statement. **(Draw a line through paragraph 7 if paragraph 6 above applies.)**

Signature of Affiant

Printed Name & Title of Affiant

Full Legal Name of Respondent

Date of Signature

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this _____
day of _____, 20__, by Affiant, who is ☐ personally known to me or ☐ has produced _____
_____ as identification.

Notary Public

My Commission Expires

IFB NO: 2054; WATER METER INSTALLATION AND REPLACEMENT PROGRAM

ATTACHMENT "I"

NON-COLLUSION CERTIFICATION

St. Johns County requires, as a matter of policy, that any Firm receiving a contract or award resulting from the Invitation for IFB issued by St. Johns County shall make certification as below. Receipt of such certification, under oath, shall be a prerequisite to the award of contract and payment thereof.

I (we) hereby certify that if the contract is awarded to me, our firm, partnership or corporation, that no members of the elected governing body of St. Johns County nor any professional management, administrative official or employee of the County, nor members of his or her immediate family including spouse, parents or children, nor any person representing or purporting to represent any member or members of the elected governing body or other official, has solicited, has received or has been promised, directly or indirectly, any financial benefit including but not limited to a fee, commission, finder's fee, political contribution, goods or services in return for favorable review of any IFBs submitted in response to the Invitation for IFB or in return for execution of a contract for performance or provision of services for which IFBs are herein sought.

Handwritten Signature of Authorized Principal(s):

NAME (print): _____

SIGNATURE: _____

TITLE: _____

DATE: _____

NAME OF FIRM/PARTNERSHIP/CORPORATION:

IFB NO: 2054; WATER METER INSTALLATION AND REPLACEMENT PROGRAM

ATTACHMENT "J"

E-VERIFY AFFIDAVIT

STATE OF _____

COUNTY OF _____

I, _____ (hereinafter "Affiant"), being duly authorized by and on behalf of _____ (hereinafter "Contractor") hereby swears or affirms as follows:

1. Contractor understands that E-Verify, authorized by Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), is a web-based system provided by the United States Department of Homeland Security, through which employers electronically confirm the employment eligibility of their employees.
2. For the duration of Contract No. _____ (hereinafter "Agreement"), in accordance with section 448.095, F.S., 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 Contractor 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.
3. Contractor shall comply with all applicable provisions of section 448.095, F.S., and will incorporate in all subcontracts the obligation to comply with section 448.095, F.S.
4. Contractor understands and agrees that its failure to comply with all applicable provisions of section 448.095, F.S. or its failure to ensure that all employees and subcontractors performing work under the Agreement are legally authorized to work in the United States and the State of Florida constitute a breach of the Agreement for which St. Johns County may immediately terminate the Agreement without notice and without penalty. The Contractor further understands and agrees that in the event of such termination, Contractor shall be liable to the St. Johns County for any costs incurred by the St. Johns County resulting from Contractor's breach.

DATED this _____ day of _____, 20____.

Signature of Affiant

Printed Name of Affiant

Printed Title of Affiant

Full Legal Name of Contractor /Contractor

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20____, by _____, who is personally known to me or has produced _____ as identification.

Notary Public

My Commission Expires: _____

ATTACHMENT "K"

EQUAL OPPORTUNITY REPORT STATEMENT

The Bidder shall complete the following statement by signing this form where indicated. Failure to complete this form may be grounds for rejection of IFB:

The awarded Contractor shall comply with Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987 and the Florida Civil Rights Act of 1992, as amended) prohibiting employment discrimination and shall comply with the regulations and guidelines promulgated pursuant to this Act by the Secretary of the Interior and the Heritage Conservation and Recreation Service.

During the performance of this contract, the awarded Contractor, for itself, its assignees and successors in interest (hereinafter referred to as 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 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 sub-Contractor 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 sub-Contractor 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.

Handwritten Signature of Authorized Principal(s):

NAME (print): _____

SIGNATURE: _____

TITLE: _____

NAME OF FIRM: _____

DATE: _____

ATTACHMENT L

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION-PRIMARY COVERED TRANSACTIONS

(Complete and Submit Attachment "P" for Prime Bidder and each proposed Sub-Contractor.)

The Bidder certifies that, the firm or any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of federal funds:

1. Bidder must be registered with www.SAM.gov with a status of "Active" and have no Active Exclusions cited.
2. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 49 CFR s29.110(a), by any federal department or agency;
3. have not within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property
4. are not presently indicted for or otherwise criminally or civilly charged by a federal, state, or local governmental entity with commission of any of the offenses enumerated in paragraph (b) of this certification; and
5. have not within a three-year period preceding this certification had one or more federal, state, or local government public transactions terminated for cause or default.

The Respondent certifies that it shall perform a debarment verification on any subcontractor, sub-Contractor, material supplier or vendor, that it proposes to contract with to perform any work under this IFB, and shall not enter into any transaction with any sub-Contractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this project by any federal agency unless authorized by St. Johns County.

Handwritten Signature of Authorized Principal(s):

NAME (print): _____

SIGNATURE: _____

TITLE: _____

NAME OF FIRM: _____

DATE: _____

ATTACHMENT M

BYRD ANTI-LOBBYING COMPLIANCE AND
CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each IFB or offer exceeding \$100,000). The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or Current as of 9-26-16 11 cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

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

Handwritten Signature of Authorized Principal(s):

NAME (print): _____

SIGNATURE: _____

TITLE: _____

NAME OF FIRM: _____

DATE: _____

IFB NO: 2054; WATER METER INSTALLATION AND REPLACEMENT PROGRAM

ATTACHMENT N

HUMAN TRAFFICKING AFFIDAVIT

Florida Statute §787.06(13) requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute. The County is a governmental entity for the purposes of this statute.

As the officer or representative of the company, I certify that the company identified above does not, for labor or services,

- Use or threaten to use physical force against any person;
- Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against his or her will;
- Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied towards the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
- Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification, of any person;
- Cause or threaten to cause financial harm to any person;
- Entice or lure any person by fraud or deceit;
- Provide controlled substances as outlined in Schedule I or Schedule II of Florida State Statute §893.03 to any person for the purpose of exploitation of that person.

Under penalty of perjury, I hereby declare and affirm that the above stated facts are true and correct.

[insert company name]

By: _____

Print Name: _____

Print Title: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was sworn to and subscribed before me by means of ☐ physical presence or online notarization, this ____ day of _____, 2024, by _____, as _____ of [insert company name], a _____, who is personally known to me, or produced _____ as identification.

Notary Public Signature

Print Notary Name: _____

My commission expires: _____

[AFFIX NOTARY SEAL]

This document must be completed and returned with your Submittal

ATTACHMENT O

Affidavit Regarding the Use of Coercion for Labor and Services

Section 787.06(13), Florida Statutes requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute.

As an officer or authorized representative of Bidder, I certify that the company identified below does not, for labor or services:

- Use or threaten to use physical force against any person;
- Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
- Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
- Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
- Cause or threaten to cause financial harm to any person;
- Entice or lure any person by fraud or deceit; or
- Provide a controlled substance as outlined in Schedule I or Schedule II of s. 893.03 to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare and affirm that I have read the foregoing document and that the facts stated in it are true and correct.

DATED this _____ day of _____, 20____.

Signature of Affiant

Printed Name of Affiant

Printed Title of Affiant

Full Legal Name of Bidder

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20____, by Affiant, who is personally known to me or has produced _____ as identification.

Notary Public

My Commission Expires: _____

IFB NO: 2054; WATER METER INSTALLATION AND REPLACEMENT PROGRAM

Scope of Work

St. Johns County Utilities (SJCUD) invites interested and qualified vendors to submit cost proposals for a meter installation and replacement program to replace water meters and endpoints for both potable and reuse meters, provide line inspection audit as needed and install new reuse water meters and service line re-piping. This entails the vendor being responsible to replace the water meters and meter smart points, inspect both incoming and outgoing lines as needed, and install reuse meters and re-pipe as necessary. The Utility reserves the right to issue contracts to multiple vendors based on pricing per area of work (North Beach, Twin Creeks and individual line audits). The intent is to issue a multi-year contract for replacement of existing water meters annually and the service line audit survey.

- A. Scope of Work:** This section describes the materials, equipment, procedures, and contractor requirements for the requested functions related to this invitation to bid. This will include the replacement of approximately 1,400 various size potable water meters and adding end points to these meters, installation of approximately 1,000 reuse meters and endpoints, including cutting and capping potable irrigation line and reconnecting to designated reuse line, perform a line survey audit on specified accounts, install meter boxes, yoke bars and replace lids as needed. The line survey audit may or not be at a location where meter installation/replacement takes place. This is meant to be a guide and the contractor will be responsible for the complete installation of the new water meters and associated equipment.

B. Areas of Work:

1. North Beach

Exchange/replace existing meters (5/8" x 3/4" – 2") of same size and "lay-length" at assigned service locations and add Sensus Smartpoints (MXU), to include programming of MXU. Also perform service line survey audit to include digging both sides of the meter box, identify line types and provide data on supplied form or electronic app and capture 3 photos (1 Utility Side of the box, 1 Customer Side of the box, 1 after photo). If necessary, perform magnet and/or scratch tests on non-plastic service lines to confirm service line material.

Note: Removed MXUs and meters are to be placed in empty meter packaging and returned to an SJCUD designated storage location for disposition by SJCUD.

2. Beacon Lake at Twin Creeks

Install yoke bar, expansion coupling, reuse meter (3/4" – 1") and MXU at assigned service locations, to include programming of MXU. This installation also includes disconnecting existing irrigation from private potable service line and reconnecting (or extending service line) to designated reuse meter and service line. See attached pics of a Typical Existing Plumbing example and the Typical Proposed Plumbing Example. Minimal work will be issued for this area

3. Service Line Survey Audit Only

Dig both sides of the meter box, identify service line material types and provide data on supplied form and capture 3 photos (1 Utility Side of the box, 1 Customer Side of the box, 1 after photo). If service line material is non-plastic, then perform magnet and/or scratch test to identify if service line is made of lead or galvanized steel.

C. Contractor Requirements:

1. Installer Qualifications:

- The meter/endpoint installation crew shall be employed directly by the Contractor. Subcontractors shall not be used without the County's approval.
- Existing Leaks: The Contractor shall report to the County any existing leaks found at the accounts. The contractor shall not repair existing leaks unless authorized by the County.
- The Contractor shall be available to respond to calls from customers concerning leaks, loss of service, or other issues related to the installation. The Contractor must be available to respond to problems

associated with the installation on a twenty-four hour a day, seven days a week basis, and must respond to make necessary repairs within 2 hours of receiving the call. For 30 days after installation

- d. **Property Damage:** The Contractor shall be responsible for all damages caused by an installer and shall make all necessary repairs at its sole cost and expense. In the event a service line fails during or after the installation, the Contractor will oversee the repair work to the water service or damaged property to the owner's satisfaction.
- e. Upon completion of the meter installation, all refuse and unused materials shall be removed from the site. The site shall be returned to its original condition.

2. Employee Conduct

- a. All contractor employees shall wear a company uniform and carry employee identification.
- b. Employee vehicles shall be clearly marked with the name and/or logo of the installation contractor.
- c. Contractor employees shall treat customers in a courteous and respectful manner. If customers have objections or complaints about the project or the installation, direct customer to contact County staff.

3. Materials:

- a) **WATER METERS:** All new water meters shall be provided by the County.
- b) **ENDPOINT:** All new MXU's will be provided by the County.
- c) **PIPE:** All PVC and poly pipe will be supplied by the County.
- d) **FITTINGS:** All fittings will be supplied by the County.

4. Equipment:

- a) **HANDHELD PROGRAMMER / SMART PHONE / TABLET):**
Provide handheld field programmer, smart phone, tablet, or similar device with software capable of verifying communication between the radio, register, and collector. Such devices shall be capable of recording and downloading all required data. Contractor to provide programming equipment to include Command Link and Field Logic App.

5. Schedule:

- a) **INSTALLATION HOURS:** Work will be permitted at individual homes between the hours of 7:00 a.m. and 6:00 p.m., Monday through Saturday. Work on Sundays and holidays recognized by the St. Johns County will not be required. Other work schedules may be permitted with prior approval of the County.

6. Installation Sequence:

- a) **North Beach**
Contractor shall be assigned the total number of accounts for each type of installation and can install in the sequence that best fits the contractor's ability to complete the project.
- b.) **Beacon Lake at Twin Creeks**
Contractor shall be assigned the total number of accounts for each type of installation and an installation schedule will be developed between the County and contractor after the Notice to Proceed is issued.

7. Service Line Survey Audit Only

Contractor shall be assigned the total number of accounts for each type of installation and can install in the sequence that best fits the contractor's ability to complete the project.

8. Documentation:

- a. For Service Line Survey Audit accounts only, obtain digital photographs of existing meter installation documenting the condition and material type of the existing incoming and outgoing service lines. Include the property address and date in the photo or identify digitally in the filename or other means acceptable to the County. County and vendor will agree on the electronic format and fields to be transmitted to the Utility.

- b. For meter replacement or new installations, record the following information electronically in the field and provide records to the County in the approved file format along with the required with pictures:
1. Property address
 2. Account number
 3. Water service diameter
 4. Register reading and serial number of the old meter, with pictures
 5. Serial number of the old MXU
 6. Serial number and register of the new water meter, with pictures
 7. Radio identification number of the new endpoint, and pictures of ID number and location
 8. Provide a daily report of activated water meters and addresses to the County. The report shall be submitted electronically.
9. **Activation and Testing:**
- a. Activate meter and endpoint, according to meter manufacturer's recommendations.
 - b. Test and verify endpoint communication with the register.
 - c. Verify communications by remotely reading the endpoint ID number and meter reading.
 - d. Open customer faucet and ensure the new meter is reading flow.
10. **Cleanup:**
- a. Clean up and remove all debris from the property.
 - b. Obtain digital photographs prior to leaving the property. (Line Survey Audit accounts only)

SEALED IFB MAILING LABEL

**Cut along the outer border and affix this label
to your sealed IFB envelope to identify it as a
"Sealed IFB"**

SEALED IFB • DO NOT OPEN	
SEALED IFB NO.:	IFB NO: 2054
IFB TITLE:	WATER METER INSTALLATION AND REPLACEMENT PROGRAM
DUE DATE/TIME:	By 2:00PM – November 20, 2024
SUBMITTED BY:	
	Company Name
	Company Address
	Company Address
DELIVER TO:	St. Johns County Purchasing Division 500 San Sebastian View St. Augustine FL 32084



END OF DOCUMENT

Typical Proposed Plumbing Example

EXHIBIT 1

TR 1

221

233

232

223

231

**Reclaimed
water main**

**Disconnect irrigation line
from potable water line.**

**Install meter, necessary
fittings, and reconnect/extend
reclaimed water line.**

**Potable
water main**

6 inch PVC

1 inch PVC

Typical Existing Plumbing Example

EXHIBIT 2

TR 1

221

**Reclaimed
water main**

233

**Location and type of
connection to be
determined by contractor.**

**Irrigation line, running
off of potable water line.**

**Stubbed out reclaimed
water service line.**

**Potable
water main**

6 inch PVC

4 inch PVC

232

223

231

PUBLIC WORKS DIRECTOR'S REPORT 4.1

Approval of Piggyback Agreement **41-25-28** with Martin County - Raftelis' - Stormwater Utility Fee

Issue:

Presentation of a scope of work from Raftelis to implement a stormwater utility in an effort to generate revenue dedicated to stormwater management and future capital improvements.

Background:

A proposed study and implementation of a stormwater utility dedicated to stormwater management.

Attachment(s):

1. Agreement 41-25-28 Piggyback with Raftelis Financial Consultants(38181945.1)
2. Exhibit A - Piggyback Agreement 41-25-28 with Martin County - Raftel(38181948.1)
3. Zephyrhills_StormwaterScope_20250716
4. RFP2021-3343_UtilityRateFinancialConsulting

Fiscal Impact:

FY25 Stormwater Budget Professional Services Not to Exceed \$78,000

Staff Recommendation:

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

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

THIS AGREEMENT (the “Piggyback Agreement”), made this 8th day of September 2025, between **CITY OF ZEPHYRHILLS** a Florida municipal corporation, having an address of 5335 8th Street, Zephyrhills, FL 33542 (“City), and **RAFTELIS FINANCIAL CONSULTANTS, INC.**, who is authorized to do business in the State of Florida, having an address of 227 West Trade Street, Suite 1400, Charlotte, NC 28202 (“Contractor”).

WHEREAS, Contractor entered into an Agreement for Professional Services for UTILITY RATE & FINANCIAL CONSULTING with Martin County, a political subdivision of Florida ("Martin County"), pursuant to Martin County Contract #RFP2021-3343, dated September 13, 2021, which was subsequently renewed by Renewal #1, dated September 12, 2024 (collectively, the “Original Agreement”), procured consistent with F.S. §287.057, attached hereto; and

WHEREAS, the City has the legal authority under its purchasing policies adopted by the Zephyrhills City Council to “piggyback” onto a contract procured consistent with 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 Martin County, Florida for utilization of the same or similar services and pricing.

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 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 services of the Contractor in a manner and upon the terms and conditions as set forth in the Agreement.
3. The City and Contractor agree that all other terms and conditions of the Piggyback Agreement shall remain in full force and affect.
4. **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.**

IN WITNESS THEREOF, the above parties have executed this instrument, the name of each party being affixed and these present duly signed by its undersigned representative, pursuant to authority of its governing body.

**RAFTELIS FINANCIAL
CONSULTANTS, INC**

CITY OF ZEPHYRHILLS

Printed Name: _____
It's: _____

Charles E. Proctor
City Council President

WITNESS

ATTEST

Printed Name: _____

Ricardo Quinones
City Clerk

This document may be reproduced upon request in an alternative format by contacting the County ADA Coordinator (772) 320-3131, the County Administration Office (772) 288-5400, Florida Relay 711, or by completing our accessibility feedback form at www.martin.fl.us/accessibility-feedback

RENEWAL TO AGREEMENT FOR PROFESSIONAL SERVICES

THIS RENEWAL #1 is made and entered into this 12th day of September 2024 by and between MARTIN COUNTY, a political subdivision of Florida ("COUNTY"), and RAFTELIS FINANCIAL CONSULTANTS, INC. (CONSULTANT).

WITNESSETH

WHEREAS, the COUNTY and CONSULTANT entered into an Agreement for Professional Services for UTILITY RATE & FINANCIAL CONSULTING pursuant to Martin County Contract #RFP2021-3343 dated September 13, 2021, and;

WHEREAS, the Term of the Agreement provides for the option to renew for an additional year, and;

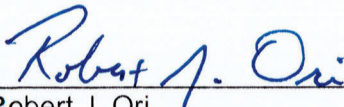
WHEREAS, the COUNTY and CONSULTANT desire to exercise the option to renew that Agreement.

NOW THEREFORE, in consideration of the premises and the mutual benefits which all accrue to the parties hereto in carrying out the terms of this Agreement, it is mutually covenanted and agreed as follows:

1. The COUNTY exercises its option to renew this Agreement for one (1) year pursuant to the Term of the Agreement.
2. The CONSULTANT agrees to this renewal.
3. The Agreement is hereby renewed until 9/12/2025.
4. Pricing and all remaining terms and conditions of the Agreement not specifically amended herein shall remain in full force and effect.
5. This Contract shall be effective beginning on the date first written above notwithstanding it or some of the Contract documents being signed on a different date.

IN WITNESS WHEREOF, the parties hereto have executed this renewal of this Agreement as of the date first set forth above.

**RAFTELIS FINANCIAL CONSULTANTS,
INC.**


Robert J. Ori
Executive Vice President

**BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA**

Krysti L. Brotherton
Digitally signed by Krysti L. Brotherton
Date: 2024.05.22 12:08:15 -04'00'
Krysti L. Brotherton, NIGP-CPP, CPPO, CPPB
Chief Procurement Officer

Please provide current contact information below and return this renewal with a copy of your most recent Certificate of Liability Insurance:

Name: Thierry Boveri
Phone number: 407-628-2600
Email Address: TBoveri@Raftelis.com



AGREEMENT BETWEEN COUNTY AND CONSULTANT FOR CONTINUING SERVICES

THIS AGREEMENT, effective this 13th day of September in the year, 2021, between:

MARTIN COUNTY BOARD OF COUNTY COMMISSIONERS, a political subdivision of the State of Florida, (hereinafter COUNTY), located at 2401 S.E. Monterey Road, Stuart, FL 34996

AND the CONSULTANT: Raftelis Financial Consultants, Inc.
(hereinafter CONSULTANT) 227 West Trade Street, Suite 1400
 Charlotte, NC 28202

Contract Name: Utility Rate & Financial Consulting

Contract Number: RFP2021-3343

Term: Three (3) years (plus two one-year renewal options)
 Not to exceed five (5) years

Not to Exceed Amount: \$400,000.00

Section 1	Scope of Services
Section 2	Term
Section 3	County's Responsibilities
Section 4	Payments to Consultant
Section 5	Consultant's Project Team
Section 6	Independent Contractor Relationship
Section 7	Conflict of Interest
Section 8	No Contingency Fees
Section 9	Notices
Section 10	Waiver of Claim
Section 11	Indemnification
Section 12	Insurance
Section 13	Dispute
Section 14	Licenses
Section 15	Termination
Section 16	Suspension
Section 17	Materials
Section 18	Miscellaneous
Exhibit A	Scope of Services
Exhibit B	Fee Schedule

SECTION 1 SCOPE OF SERVICES

1.1 Basic Scope of Services

The Basic Scope of Services has been agreed to by the parties, and is attached hereto and incorporated herein by reference as Exhibit A. The CONSULTANT shall provide Services for the COUNTY in all phases of the Project to which this AGREEMENT applies as hereinafter provided and within the schedule set forth in Exhibit A. The CONSULTANT shall perform any and all Services in a timely, efficient and cost-effective manner and in accordance with the generally accepted standards of the applicable profession.

The COUNTY is selecting CONSULTANT as of this day, to provide services in connection with the Project in accordance with the provisions of this Agreement, applicable state codes and municipal ordinances, and in accordance with the Request for Proposal (RFP) document, and any and all addenda, modifications and revisions thereto.

1.2 Notice to Proceed

The CONSULTANT shall commence work within ten (10) days after receiving the fully executed contract unless indicated otherwise.

SECTION 2 TERM

The term of this AGREEMENT shall commence on the date of execution of this AGREEMENT by the COUNTY and continue through approval of the final reports by the COUNTY. It is also agreed that the COUNTY shall have an option for extension of this AGREEMENT, as necessary to complete the services or to provide additional services.

SECTION 3 COUNTY'S RESPONSIBILITIES

3.1 Information Pertinent to the Project

The COUNTY shall assist the CONSULTANT by placing at the CONSULTANT's disposal all available information pertinent to the Project (including previous reports and any other relevant documents and data relative to the Project). The CONSULTANT is ultimately responsible for satisfying itself as to accuracy of any data provided, and, furthermore, the CONSULTANT is responsible for bringing to the COUNTY's attention, for the COUNTY's resolution, any material inconsistencies or errors in such data which come to the CONSULTANT's attention.

3.2 Access to Property

The COUNTY shall arrange for access to, and make provisions for, the CONSULTANT to enter upon public and private property (where required) as necessary for the CONSULTANT to perform its Services upon the timely written request of CONSULTANT to COUNTY.

3.3 Examination

The COUNTY shall examine any and all studies, reports, and other documents presented by the CONSULTANT, and render, in writing, decisions pertaining thereto within a reasonable time.

3.4 No Warranty by COUNTY

Approval by the COUNTY of any of the CONSULTANT's work products of any nature whatsoever furnished hereunder, shall not in any way relieve the CONSULTANT of responsibility for the technical accuracy and adequacy of the work. Neither the COUNTY's review, approval or acceptance of, or payment for, any of the Services furnished under this AGREEMENT shall be construed to operate as a waiver of any rights under this AGREEMENT or of any cause of action arising out of the performance of this AGREEMENT. The CONSULTANT shall be and remain liable in accordance with all applicable laws for all damages to the COUNTY caused by the negligent performance by the CONSULTANT or any Specialty

3.5 Extension of Time

3.5.1 Notice of Extension of Time

The COUNTY shall give prompt written notice to the CONSULTANT whenever the COUNTY observes or otherwise becomes aware of any development that affects the timing or delivery of the CONSULTANT's Services. If the CONSULTANT has been delayed in completing its Services through no fault or negligence of either the CONSULTANT or any Specialty Consultant, and, as a result, will be unable complete timely performance fully and satisfactorily under the provisions of this AGREEMENT, then the CONSULTANT shall promptly notify the COUNTY. At the COUNTY's sole discretion, and only upon the previous submittal to the COUNTY of evidence of the causes of the delay, the COUNTY may grant the CONSULTANT an extension of its Project schedule equal to the period the CONSULTANT was actually and necessarily delayed, subject to the COUNTY'S rights to change, terminate, or stop any or all of the Services at any time in accordance with this Agreement.

3.5.2 Force Majeure

The CONSULTANT shall not be considered in default for a failure to perform if such failure arises out of causes reasonably beyond the CONSULTANT's control and through no fault or negligence of the CONSULTANT. The parties acknowledge that adverse weather conditions (as defined by comparison to 10-year historical average), acts of God, or other unforeseen circumstances of a similar nature, may necessitate modifications to this AGREEMENT. If such conditions and circumstances do in fact occur, then the COUNTY and CONSULTANT shall mutually agree, in writing, to the modifications to be made to this AGREEMENT.

3.6 County Project Manager

The COUNTY reserves the right to appoint a Project Manager for this Project. The Project Manager shall issue all written authorizations to the CONSULTANT that the Project may require, or that may otherwise be defined or referred to in this AGREEMENT. The Project Manager shall also:

- A. act as the COUNTY's agent with respect to the Services rendered hereunder;

- B. transmit instructions to and receive information from the CONSULTANT;
- C. communicate the COUNTY's policies and decisions to the CONSULTANT regarding the Services;
- D. determine, initially, whether the CONSULTANT is fulfilling its duties, responsibilities, and obligations hereunder; and
- E. determine, initially, the merits of any allegation by the CONSULTANT respecting the COUNTY's non-performance of any Project obligation.

All determinations made by the Project Manager, as outlined above, shall be final and binding upon the CONSULTANT, but shall not be binding upon the CONSULTANT in regard to general appearances before or appeals to the COUNTY, or appearances before or appeals to a court of competent jurisdiction.

SECTION 4 PAYMENTS TO CONSULTANT

4.1 General

4.1.1 The COUNTY will pay the CONSULTANT for the Services as detailed in each of the CONSULTANT's invoices ("Invoices"), in accordance with the Contract and Section 218, Fla. Stat.

4.1.2 The CONSULTANT fully acknowledges and agrees that if at any time it performs Services which have not been fully negotiated, reduced to writing and formally executed by both the COUNTY and CONSULTANT, then the CONSULTANT shall perform such Services without liability to the COUNTY, and at the CONSULTANT's own risk.

4.2 Method of Payments by COUNTY

4.2.1 For Basic Scope of Services, CONSULTANT shall submit invoices in a form approved by the COUNTY.

4.3 Time of Payment

The COUNTY shall pay CONSULTANT for Services and expenses pursuant to Florida Statute after receipt of the CONSULTANT's invoice. Any portion of an invoice that is objected to or questioned by the COUNTY shall not be considered due for the purposes of this Section. To the extent the COUNTY does not pay CONSULTANT the total amount invoiced, the COUNTY shall provide the CONSULTANT a written explanation of the objection along with any amount paid on that invoice or in lieu of payment if the objection is to the entire amount invoiced.

4.4 Scope, Cost and Fee Adjustment

4.4.1 General

The COUNTY may at any time notify the CONSULTANT of requested changes to the Scope of Basic Services as set forth in Exhibit A to this AGREEMENT. The notification shall state the Scope modification and an adjustment of the cost estimate and fee specified in Exhibit B to reflect such modification. The CONSULTANT and the COUNTY understand that, unless the cost and fee adjustment is within a previously approved budget, any change to the Scope of Basic Services must be approved or

authorized by the COUNTY. Duties, responsibilities and limitations of authority of the CONSULTANT shall not be restricted, modified or extended without written agreement of the COUNTY and the CONSULTANT.

4.4.2 Scope Reduction

The COUNTY shall have the sole right to reduce (or eliminate, in whole or in part) any portion of the Scope of Services for the overall Project at any time and for any reason, upon written notice to the CONSULTANT specifying the nature and extent of the reduction.

4.5 Final Payment

The acceptance by the CONSULTANT, its successors, or assigns, of any Final Payment due upon the termination of this AGREEMENT, shall constitute a full and complete release of the COUNTY from any and all claims or demands regarding further compensation for authorized Services rendered prior to such Final Payment that the CONSULTANT, its successors, or assigns have or may have against the COUNTY under the provisions of this AGREEMENT. This Section does not affect any other portion of this AGREEMENT that extends obligations of the parties beyond Final Payment.

SECTION 5 CONSULTANT'S PROJECT TEAM

The CONSULTANT shall assign members of its staff as the CONSULTANT's Project Team, who shall collectively devote such working time and attention as may be reasonably required to ensure that the Services are properly, economically, and efficiently performed. The CONSULTANT shall indicate to the COUNTY the authority and powers that the CONSULTANT's Project Team shall possess during the life of the Project. The CONSULTANT agrees that the COUNTY shall have the right to approve the CONSULTANT's Project Team, and that the CONSULTANT shall not change any member of its Project Team without written notice to the COUNTY. Furthermore, if any member of the CONSULTANT's Project Team is removed from Project duties, or employment is otherwise terminated or curtailed by the CONSULTANT, or if the CONSULTANT's Project Team member terminates his employment with the CONSULTANT, then the CONSULTANT shall promptly replace its Project Team member with a person of comparable experience and expertise, who shall also be subject to the COUNTY's approval. The COUNTY covenants that its approval shall not be unreasonably withheld.

SECTION 6 INDEPENDENT CONTRACTOR RELATIONSHIP

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

The CONSULTANT does not have the power or authority to bind the COUNTY in any promise, agreement or representation other than such power or authority that is specifically provided for in this AGREEMENT.

SECTION 7 CONFLICTS OF INTEREST

7.1 The CONSULTANT represents and warrants to the COUNTY that no officer, employee, or agent of the COUNTY has any interest, either directly or indirectly, in the business of the CONSULTANT to be conducted hereunder. The CONSULTANT further represents and warrants to the COUNTY that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this AGREEMENT, and that it has not paid, or agreed to pay any person, company, corporation, individual, or firm, other than bona fide Personnel working solely for the CONSULTANT any fee, commission, percentage, gift or other consideration, contingent upon, or resulting from the award or making of this AGREEMENT. Further, the CONSULTANT also acknowledges that it has not agreed as an expressed or implied condition for obtaining this AGREEMENT, to employ or retain the services of any person, company, individual or firm in connection with carrying out this AGREEMENT. It is understood and agreed by the CONSULTANT that, upon the breach or violation of this Section, the COUNTY shall have the right to terminate the AGREEMENT without liability and at its sole discretion, and to deduct from the AGREEMENT price, or to otherwise recover, the full amount of such fee, commission, percentage, gift or consideration paid by the CONSULTANT.

7.2 The CONSULTANT represents that it presently has no interest, either direct or indirect, while performing the services required by this AGREEMENT, which would conflict in any manner with Florida Statutes. The CONSULTANT represents that no person having any such interest shall be employed during the term of this AGREEMENT, including any officer, employee or agent of the COUNTY.

7.3 The CONSULTANT represents and warrants that it has no current contracts with any entity that would create any conflict of interest in the CONSULTANT's ability to perform the services required by this AGREEMENT. Further, the CONSULTANT represents and warrants that throughout the term of this AGREEMENT, it will not undertake any work that would create such a conflict in interest.

7.4 The CONSULTANT shall promptly notify the COUNTY in writing by certified mail of all potential conflicts of interest for any prospective business association, interest or other circumstance that may influence or appear to influence the CONSULTANT's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONSULTANT may undertake and request an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute a conflict of interest if entered into by the CONSULTANT. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONSULTANT, the COUNTY shall so state in the notification and the CONSULTANT shall, at its option, enter into such association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the COUNTY by the CONSULTANT under the terms of this Contract.

SECTION 8 NO CONTINGENCY FEES

CONSULTANT warrants that it will not employ or retain any company or persons, other than a bona fide employee working solely for the 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 shall have the right to terminate the Agreement at its discretion, without liability and to deduct from the Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

SECTION 9 NOTICES

All notices under this Agreement shall be in writing and shall be (as elected by the person giving such notice) mailed solely by Certified Mail, Return Receipt Requested, Hand Delivery with Proof of Service, or by Overnight Courier to the COUNTY and CONSULTANT at the addresses listed on page one of this Agreement. Either party may change its address, for the purposes of this Section, by 30-day prior written notice to the other party given in accordance with the provisions of this Section.

SECTION 10 WAIVER OF CLAIM

The CONSULTANT and the COUNTY hereby mutually waive any claim against each other, their elected or appointed officials, agents, and employees, for any loss of anticipated profits caused by any suit or proceedings brought by any third party directly or indirectly attacking the validity of this AGREEMENT or any part thereof, or by any judgment or award in any suit or proceeding declaring this AGREEMENT null, void, or voidable, or delaying the same, or any part thereof, from being carried out.

SECTION 11 INDEMNIFICATION

11.1 Indemnification

CONSULTANT shall indemnify and hold harmless the agency, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the design professional and other persons employed or utilized by the design professional in the performance of the contract. CONSULTANT'S obligation under this provision shall not be limited in any way by the Firm Fixed Price, or CONSULTANT'S, or its Professionals', Subconsultants', or Subcontractors' limit of, or lack of, sufficient insurance. This Article shall survive the termination of this AGREEMENT and shall continue in full force and effect so long as the possibility of any liability, claim or loss exists, unless otherwise prohibited by law. The parties acknowledge that the duties and limits of indemnity coverage provided by the CONSULTANT herein are as set forth in §725.08, Fla. Stat. This Article shall survive the termination of this AGREEMENT and shall continue in full force and effect so long as the possibility of any liability claim or loss exists.

11.2 Repair of Damage

The CONSULTANT agrees to promptly repair, at its sole cost and expense and in a manner acceptable to the COUNTY, any damage caused by the CONSULTANT or any Specialty Consultant, or by any of their respective employees or agents, to COUNTY property, or to any improvements or property located thereon.

SECTION 12 INSURANCE

12.1 General.

The CONSULTANT shall purchase, maintain, and keep in full force, effect, and good standing, such insurance that is further described below, including tail coverage, and any other insurance necessary to fully protect CONSULTANT from claims of the nature that are detailed below, that may arise out of, or result from, the CONSULTANT's operations, performance, or Services, or all of these things, or any of these things in combination (CONSULTANT's Operations), whether the CONSULTANT's Operations are by the CONSULTANT, any of its agents or Specialty Consultants, or anyone for whose act or acts it may be liable:

- A. claims under Worker's Compensation, disability benefit, or other (similar) employee benefit acts;
- B. claims for damages because of bodily injury, sickness or disease, or death of any person other than its employees;
- C. claims for damages for personal injury; and
- D. claims for damages because of injury to or destruction of tangible property, including the loss of property use resulting there from; and
- E. claims for professional liability/errors and omissions.

CONSULTANT shall furnish the COUNTY with Certificate(s) of Insurance signed by an authorized representative of the insurer evidencing the insurance so required. The Certificate(s) of Insurance shall provide that the COUNTY shall be given not less than thirty (30) days written notice prior to the cancellation, nonrenewal, or restriction of coverage.

12.2 Limits of Liability

The insurance required by this Section shall be written for not less than the limits of liability specified below, or required by law, whichever is greater, and shall include contractual liability insurance as applicable to the CONSULTANT's obligation:

- Worker's Compensation including Employer's Liability Insurance. (present Florida statutory limit)
- Employer's liability of \$500,000 each accident, \$500,000 disease policy limit, and \$500,000 per occurrence.
- Comprehensive General Liability Insurance. Commercial general liability coverage, including coverage for Personal & Advertising Injury, Products & Contractual Liability and Independent Contractors, with a minimum limits of \$1,000,000 per occurrence and \$2,000,000 aggregate. Acord forms marked "Policy" or "Location" shall be considered non-compliant. Instead, check "Project" (meaning the "Contract") for the aggregate limit. No exclusion should apply for Fellow Employees, Cross Liability, or Insured vs. Insured on the policy. Certificate Holder must be listed as Additional Insured.

- Professional liability insurance at minimum limits of \$1,000,000.
- Business Automobile Insurance. This coverage should include all owned, hired, and non-owned vehicles at a minimum combined single limit of \$1,000,000. Liability Limits should be shown as “Primary”.

12.3 Insurance Administration

Insurance Certificates, evidencing all insurance coverage referred to in this Section, shall be filed (or be on file) with the COUNTY at least ten (10) calendar days before the final execution of this AGREEMENT. The Insurance Certificates shall be fully acceptable to COUNTY in both form and content, and shall provide and specify that the related insurance coverage shall not be cancelled (Coverage Change) without at least thirty (30) calendar days prior written notice having been given to the COUNTY. It is also understood and agreed that it is the CONSULTANT's sole burden and responsibility to coordinate activities between itself, the COUNTY, and the CONSULTANT's insurer(s) so that the Insurance Certificates are acceptable to and accepted by COUNTY within the time limits described in this Section.

12.4 COUNTY as Additional Insured

The COUNTY shall be listed as an additional insured on all insurance coverage required by this AGREEMENT, except Worker's Compensation and Professional Liability errors and omissions insurance. Furthermore, all other insurance policies pertaining to the Services to be performed under this AGREEMENT shall memorialize that the CONSULTANT's, or the CONSULTANT's Specialty Consultant's, or all of these entities' (Primary Insured's) insurance, shall apply on a primary basis, and that any other insurance maintained by the COUNTY shall be in excess of and shall not contribute to or be commingled with the Primary Insured's insurance. Where the COUNTY has been named as an additional insured, the CONSULTANT shall include the provisions of this Section in its Specialty Consultant's contracts, and the Primary Insured's insurance shall contain a severability of interest provision stating that, except with respect to total limits of liability, all insurance shall apply separately to each Primary Insured or additional insured in the same manner as if separate policies had been issued to each. This Section does not increase the dollar amount of insurance for either per occurrence or aggregate coverage.

12.5 Notifications

The CONSULTANT acknowledges, understands, and agrees that it shall give prompt and prior written notice to the COUNTY that any insurance policy defined or contemplated in this Section has been invalidated because of the violation of any term or provision of any other insurance policy issued to the CONSULTANT.

12.6 Waiver of Subrogation

CONSULTANT hereby waives any and all rights of Subrogation against the COUNTY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONSULTANT shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of rights of Recovery Against Others, or its equivalent.

SECTION 13 DISPUTE RESOLUTION

13.1 Prior to the initiation of any litigation by the parties concerning this Agreement, and as a condition precedent to initiating any litigation, the parties agree to first seek resolution of the dispute through non-binding mediation. Mediation shall be initiated by any party by serving a written request for same on the other party. The party shall, by mutual agreement, select a mediator within 15 days of the date of the request for mediation. If the parties cannot agree on the selection of a mediator then the COUNTY shall select the mediator who, if selected solely by the COUNTY, shall be a mediator certified by the Supreme Court of Florida. Each party to the mediation shall pay the mediator's fee in equal shares.

13.2 Non-jury trial. The parties expressly and specifically hereby waive the right to a jury trial as to any issue in any way connected with this Agreement.

13.3 The parties expressly and specifically hereby waive all tort claims and limit their remedies to breach of contract as to any issue in any way connected with this Agreement.

SECTION 14 LICENSES

The CONSULTANT shall, during the life of this AGREEMENT, procure and keep in full force, effect, and good standing all necessary licenses, registrations, certificates, permits, and any and all other authorizations as are required by local, state, or federal law, in order for the CONSULTANT to render its Services as described herein. The CONSULTANT shall also require all Specialty Consultants to comply by contract with the provisions of this Section.

SECTION 15 TERMINATION

15.1 Termination

15.1.1 Generally

This AGREEMENT may be terminated as follows:

- A. by the COUNTY, at its convenience pursuant to paragraph 15.2;
- B. by the COUNTY for CONSULTANT's failure to adequately perform the Agreement, pursuant to paragraph 15.3;
- C. by the mutual agreement of the parties; or
- D. as may otherwise be provided below.

In the event of the termination of this AGREEMENT, any liability of one party to the other arising out of any Services rendered, or for any act or event occurring prior to the termination, shall not be terminated or released.

15.2 Termination for COUNTY's Convenience

The COUNTY, by written notice, shall have the right to terminate and cancel this Agreement, without the CONSULTANT being at fault, for any cause or for its own convenience, and require the CONSULTANT to immediately stop work. In such event, the COUNTY shall pay the CONSULTANT for the work

actually performed. The COUNTY shall not be liable to the CONSULTANT for any other costs, charges, or expenses, including but not limited to, prospective profits and overhead on work not performed.

15.3 Termination for CONSULTANT's Failure to Perform

In addition to any other termination provisions that may be provided in this AGREEMENT, the COUNTY may terminate this AGREEMENT in whole or in part if the CONSULTANT makes a false Invoice or fails to perform any obligation under this AGREEMENT and does not remedy the failure within fifteen (15) calendar days after receipt by the CONSULTANT of written demand from the COUNTY to do so, unless, however, the nature of the failure is such that it cannot, in the exercise of reasonable diligence, be remedied within fifteen (15) calendar days, in which case the CONSULTANT shall have such time as is reasonably necessary to remedy the failure, provided the CONSULTANT promptly takes and diligently pursues such actions as are necessary therefore.

15.4 Payment upon Termination

Upon termination of this AGREEMENT, the COUNTY shall pay the CONSULTANT for those Services actually rendered and contracted for under this AGREEMENT, and those reasonable and provable expenses required and actually incurred by the CONSULTANT for Services prior to the effective date of termination. Where the AGREEMENT is terminated for cause by the COUNTY, such payment shall be reduced by an amount equal to any additional costs incurred by the COUNTY as a result of the termination.

15.5 Delivery of Materials Upon Termination

In the event of termination of this AGREEMENT by the COUNTY, prior to the CONSULTANT's satisfactory completion of all the Services described or alluded to herein, the CONSULTANT shall promptly furnish the COUNTY, at no additional cost or expense, with one (1) copy of the following items (collectively "Documents"), any or all of which may have been produced prior to and including the date of termination: data (including electronic data), specifications, calculations, estimates, plans, drawings, photographs, summaries, reports, memoranda; and any and all other documents, instruments, information, and materials (whether or not completed) generated or prepared by the CONSULTANT, or by any Specialty Consultant, in rendering the Services described herein, and not previously furnished to the COUNTY by the CONSULTANT pursuant to this AGREEMENT. The Documents shall be the sole property of the COUNTY, and the COUNTY shall be vested with all rights provided therein of whatever kind and however created. The CONSULTANT shall also require that all such Specialty Consultants agree in writing to be bound by the provisions of this Section.

SECTION 16 SUSPENSION

The COUNTY may, at any time and for any reason, direct the CONSULTANT to suspend work (in whole or in part) under this AGREEMENT. Such direction shall be in writing and shall specify the period during which Services shall be stopped. The CONSULTANT shall resume its Services upon the date specified or upon such other date as the COUNTY may thereafter specify in writing. The period during which the Services are stopped by the COUNTY shall be added to the time of performance of this AGREEMENT; provided, however, that any work stoppage not approved or caused by the actions or inactions of the COUNTY shall not give rise to any claim against the COUNTY by the CONSULTANT.

SECTION 17

MATERIALS, REUSE OF DOCUMENTS, AND CONFIDENTIALITY

The final work product of all such materials along with all formal CONSULTANT/COUNTY correspondence concerning the Project shall be the sole property of the COUNTY. All materials described above shall be retained by the CONSULTANT for the statutory period (§95.11 Fla. Stat., as it may be from time to time amended). Furthermore, the COUNTY may reuse them at no additional cost, and the COUNTY shall be vested with all rights of whatever kind and however created that may be in existence thereto; provided, however, that the CONSULTANT shall not be liable or legally responsible to anyone for the COUNTY's reuse of any such materials on any other COUNTY Project and that the COUNTY timely notified the CONSULTANT of such potential liability.

SECTION 18

MISCELLANEOUS PROVISIONS

18.1 Local, State and Federal Obligations

18.1.1 No Discrimination

The CONSULTANT, for itself, its delegates, successors interest, and its assigns, and as a part of the consideration hereof, does hereby covenant and agree that: 1) in connection with the furnishing of Services to the COUNTY hereunder, no person shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in regard to this AGREEMENT on the grounds of such person's race, color, creed, national origin, religion, physical disability, age or sex; and 2) the CONSULTANT shall comply with all existing requirements concerning discrimination imposed by any and all applicable local, state, and federal rules, regulations, or guidelines, and as such rules, regulations, or guidelines may be from time to time amended. In the event of a breach of any of the nondiscrimination covenants described in this Section, the COUNTY shall have the right to terminate this AGREEMENT, without liability, as set forth in Section 15 of this AGREEMENT, and such right shall not be exercised unreasonably.

18.1.2 Compliance with Law

The CONSULTANT and its employees shall promptly observe, comply with, and execute the provisions of any and all present and future federal, state, and local laws, rules, regulations, requirements, ordinances, orders, codes, mandatory guidelines, and mandatory directions, including §287.055, Fla. Stat., and §553.70 et. seq., Fla. Stat., which may pertain or apply to the Services that may be rendered pursuant to this AGREEMENT, or to the wages paid by the CONSULTANT to its employees. The CONSULTANT shall also require, by contract, that all Specialty Consultants shall comply with the provisions of this Section.

18.1.3 Compliance with New Regulations

The CONSULTANT agrees that at such time as the local, state, or federal agencies modify their grant procedures in order for the COUNTY or the CONSULTANT to qualify for local, state, or federal funding for the Services rendered by the CONSULTANT, then the CONSULTANT shall consent to and make such modifications or amendments in a timely manner. If the CONSULTANT is unable to comply with

applicable local, state, or federal laws and regulations governing the grant of such funds for Services to be rendered herein, then the COUNTY shall have the right, by written notice to the CONSULTANT, to terminate this AGREEMENT without liability, as outlined in Section 15, above. Furthermore, if the CONSULTANT's compliance with such laws, regulations, rules, or procedures causes a material change to a term or condition of this AGREEMENT, then the COUNTY agrees, upon sufficient proof of material changes as may be presented to it by the CONSULTANT, to amend this AGREEMENT.

18.2 CONSULTANT Not Agent of County

The CONSULTANT is not authorized to act as the COUNTY's agent hereunder and shall have no authority, expressed or implied, to act for or bind the COUNTY hereunder, either in CONSULTANT's relations with Specialty Consultants, or in any other manner whatsoever except as elsewhere provided for in this AGREEMENT.

18.3 Specialty Consultants

18.3.1 General

The CONSULTANT shall have the right, conditioned upon the COUNTY's prior consent (which shall not be unreasonably withheld), to employ or use (whether or not for compensation or consideration of any nature whatsoever) other firms, consultants, contractors, subcontractors, and so forth (Specialty Consultants); provided, however, that the CONSULTANT shall: 1) inform the COUNTY as to the nature of particular Services for which the Specialty Consultants shall be employed; 2) inform the COUNTY as to the extent (what percentage) of the total Project Services each Specialty Consultant shall be employed to do; 3) be solely responsible for the performance of all of the CONSULTANT's Specialty Consultants, including but not limited to maintenance of schedules, correlation of Services, and the resolution of all differences between or among them; 4) promptly terminate the use and services of any Specialty Consultants upon written request from the COUNTY (which may be made for the COUNTY's convenience); and 5) promptly replace each such terminated Specialty Consultant with a Specialty Consultant of comparable experience and expertise and who are otherwise acceptable to the COUNTY. After the Specialty Consultant has received notice of the termination, or two (2) business days after the COUNTY has notified the CONSULTANT in writing of the required termination of the Specialty Consultant whichever shall occur first, the COUNTY shall have no obligation to reimburse the CONSULTANT for the Services subsequent to the notice of termination of any Specialty Consultant who may be terminated pursuant to the provision of this Section. It is also understood that the COUNTY does not, by accepting a Specialty Consultant, warrant or guarantee the reliability or effectiveness of that entity's Services.

18.3.2 Work Outside Scope and Time of Payment

The COUNTY shall have no obligation to reimburse the CONSULTANT for the services of any Specialty Consultant that may be in addition to the Services, or for those Specialty Consultant Services not previously made known to the COUNTY, or that are otherwise outside of the Scope of the Project unless and until the COUNTY has given written approval of such reimbursement. CONSULTANT agrees to pay all such Specialty Consultants for their Project related Services within thirty (30) calendar days after the CONSULTANT's receipt of payment, from the COUNTY for work performed by the Specialty Consultants, unless such payment is disputed by the CONSULTANT, and the COUNTY receives written notice thereof.

18.3.3 Specialty Consultant Contracts

The CONSULTANT shall provide a copy of all relevant provisions of this AGREEMENT to all Specialty Consultants hired by it, or for which it may have management responsibilities and shall inform all Specialty Consultants that all Services performed hereunder shall strictly comply with the AGREEMENT terms and provisions. The CONSULTANT shall also furnish the COUNTY, upon demand, with a copy of all CONSULTANT Specialty Consultant contracts. The COUNTY agrees that it shall not demand that the CONSULTANT hire a particular Specialty Consultant for the Project.

18.4 Assignment and Delegation

The COUNTY and the CONSULTANT bind themselves and their respective partners, successors, executors, administrators, and assigns, to the other party of this AGREEMENT in respect to all duties, rights, responsibilities, obligations, provisions, conditions, and covenants of this AGREEMENT; except that the CONSULTANT shall not assign, transfer, or delegate its rights or duties, or either or both of these things, under this AGREEMENT without the prior written consent of the COUNTY. The COUNTY has the absolute right to withhold such consent at its convenience, and, furthermore, if the CONSULTANT attempts to assign, transfer, or delegate its rights or duties in violation of these provisions without the COUNTY's consent, then the COUNTY may terminate this AGREEMENT as a breach of contract by the CONSULTANT and a failure by the CONSULTANT to substantially perform its obligations hereunder, and any such assignment shall be null, void, and of no legal effect whatsoever. The COUNTY shall have the right to assign its rights (or any part of them) or to delegate its duties and obligations (or any part of them) to another entity that shall be bound by all applicable terms and conditions as provided in this AGREEMENT. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the COUNTY, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the COUNTY or the CONSULTANT.

18.5 Audits

18.5.1 Periodic Auditing of CONSULTANT's Books

The Consultant's financial and accounting records ("Books") specific to this AGREEMENT may (but need not) be kept separate and apart from the CONSULTANT's other Books; but the COUNTY shall have the right, at any reasonable time and through any of its designated agents or representatives, to inspect and audit the Books related to business conducted under this AGREEMENT for the COUNTY, for the purpose of verifying the accuracy of any Invoice or Completion Report and to ensure payment to subconsultants or vendors of the CONSULTANT. In addition, upon request of the COUNTY, the CONSULTANT shall prepare an audit (for the most recent fiscal year) for the COUNTY, which shall include the CONSULTANT's paid salary, fringe benefits, general and administrative overhead costs, and the total amount of money paid by the COUNTY to the CONSULTANT related to business conducted under this AGREEMENT. The audit shall be certified as true and correct by, and shall bear the signature of, the CONSULTANT's chief financial officer or its certified public accountant.

18.5.2 Retention of Books

The CONSULTANT shall retain the Books, and make them available to the COUNTY as specified above, until the later of five (5) years after the date of termination of this AGREEMENT, or such longer time if

required by any federal, state, or other governmental law, regulation, policy, or contractual or grant requirement or provision.

18.5.3 Overpayment

In the event any audit or inspection conducted after final payment, but within the period provided in Section 15 above, reveals any overpayment to the CONSULTANT by COUNTY under the terms of the Agreement, CONSULTANT shall refund such overpayment to COUNTY within thirty (30) days of notice by the COUNTY.

18.6 Availability of Funds

The obligations of the COUNTY under this AGREEMENT are subject to the availability of funds lawfully appropriated for its purpose by the Board of County Commissioners of Martin County.

18.7 Pledge of Credit

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

18.8 Public Records

18.8.1 The CONSULTANT shall comply with the provisions of Chapter 119, Fla. Stat. (Public Records Law), in connection with this Agreement and shall provide access to public records in accordance with §119.0701, Fla. Stat. and more specifically CONSULTANT shall:

- a. Keep and maintain public records required by the County to perform the Agreement.
- b. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Fla. Stat. or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the CONSULTANT does not transfer the records to the County.
- d. Upon completion of the Agreement, transfer, at no cost, to the County all public records in possession of the CONSULTANT or keep and maintain public records required by the County to perform the Agreement. If the CONSULTANT transfers all public records to the County upon completion of the Agreement, the CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONSULTANT keeps and maintains public records upon completion of the Agreement, the CONSULTANT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

18.8.2 IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (772) 419-6959, public_records@martin.fl.us, 2401 SE MONTEREY ROAD, STUART, FL 34996.

18.8.3 Failure to comply with the requirements of this Article shall be deemed a default as defined under the terms of this Agreement and constitute grounds for termination.

18.9 Federal and State Taxes

The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The CONSULTANT shall not be exempt from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is the CONSULTANT authorized to use the COUNTY's Tax Exemption Number in securing such materials. The CONSULTANT shall be responsible for payment of all federal, state, and local taxes and fees incurred in connection with this AGREEMENT.

18.10 Governing Law; Venue

Prior to the initiation of any litigation by the parties concerning this Agreement, and as a condition precedent to initiating any litigation, the parties agree to first seek resolution of the dispute through non-binding mediation pursuant to Article 13 above.

The validity, interpretation, construction, and effect of this AGREEMENT shall be in accordance with and governed by the laws of the State of Florida, only. Venue for any lawsuit to enforce the terms and obligations of this Agreement shall lie exclusively in Martin County, Florida.

18.11 Remedies, Attorneys' Fees and Costs

All remedies provided in this AGREEMENT shall be deemed cumulative and additional, and not in lieu or exclusive of each other or of any other remedy available to either party, at law or in equity. If any legal action or other proceeding is brought for the enforcement of this AGREEMENT or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this AGREEMENT, each party shall bear its own costs and attorney's fees.

18.12 Entire Agreement

This AGREEMENT, including the Exhibits hereto and bid package, constitutes the entire AGREEMENT between the parties, and shall supersede and replace all prior or contemporaneous negotiations, correspondence, conversations, agreements or understandings, written or oral, relating to the matters set forth therein, and that specifically related to the execution of this particular document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

18.13 Amendment

This AGREEMENT may be amended or modified only by a writing of import equal to this AGREEMENT, and as duly authorized and executed by the parties.

18.14 Severability

If any term or provision of this AGREEMENT or the application thereof to any person or circumstance shall, to any extent, be held invalid or unenforceable for the remainder of this AGREEMENT, then the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected, and every other term and provision of this AGREEMENT shall be deemed valid and enforceable to the extent permitted by law. In the event any provision hereof or be determined to be unenforceable or invalid, such unenforceability or invalidity shall not affect the remaining provisions of this AGREEMENT, which shall remain in full force and effect. To that extent, this AGREEMENT is deemed severable.

18.15 Headings

The headings of the Sections of this AGREEMENT are for the purpose of convenience only, and shall not be deemed to expand, limit, or modify the provisions contained in such Sections.

18.16 Construction

All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity of the party or parties may require. The parties hereby acknowledge and agree that each was properly represented by counsel and this AGREEMENT was negotiated and drafted at arm's length so that the judicial rule of construction to the effect that a legal document shall be construed against the draftsman shall be inapplicable to this AGREEMENT.

18.17 E-Verify

In compliance with Section 448.095, Fla. Stat., CONSULTANT and its subconsultants shall register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021.

- (i) If CONSULTANT enters into a contract with a subconsultant, the subconsultant must provide CONSULTANT with an affidavit stating that the subconsultant does not employ, contract with, or subcontract with an unauthorized alien. CONSULTANT shall maintain a copy of the subconsultant's affidavit as part of and pursuant to the records retention requirements of this AGREEMENT.
- (ii) The COUNTY, CONSULTANT, or any subconsultant who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this subsection shall terminate the contract with the person or entity.
- (iii) The COUNTY, upon good faith belief that a subconsultant knowingly violated the provisions of this subsection, but CONSULTANT otherwise complied, shall promptly notify CONSULTANT and order CONSULTANT to immediately terminate the contract with the subconsultant.
- (iv) A contract terminated under the provisions of this subsection is not a breach of contract and may not be considered such.

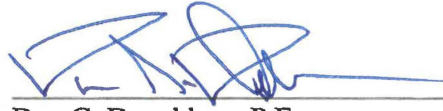
- (v) *Subcontracts.* CONSULTANT or subconsultant shall insert in any subcontracts the clauses set forth in this subsection and also a clause requiring the subconsultants to include these clauses in any lower tier subcontracts. CONSULTANT shall be responsible for compliance by any subconsultant or lower tier subconsultant with the clauses set forth in this subsection.

IN WITNESS WHEREOF, this AGREEMENT has been fully executed on behalf of the parties hereto by its duly authorized representatives, as of the date first written above.

REVIEWED BY


Samuel T. Amerson, P.E.
Utilities & Solid Waste Director

**BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA**


Don G. Donaldson, P.E.
Deputy County Administrator

**RAFTELIS FINANCIAL CONSULTANTS,
INC.**


Robert J. Ori
Executive Vice President

**APPROVED AS TO FORM & LEGAL
SUFFICIENCY**


Sarah W. Woods
County Attorney

EXHIBIT A

SCOPE OF SERVICES

Martin County solicited proposals from qualified and experienced firms to provide assistance in water, wastewater, solid waste and other rate advisory financial services. The selected firm will be expected to perform upon the issuance of periodic task orders for such services as assistance in budgeting and forecasting, rate making, management accounting assistance, financing activities assistance, financial analysis of systems, as well as other tasks as may be deemed necessary by the County.

Tasks may include, but will not be limited to:

- Review and redesign as considered necessary based on cost of services and recovery principals, the potable water, wastewater and reuse rates, solid waste disposal and collection fees, stormwater fees, fees for general services, including but not limited to; fire service, parks and recreation, planning, zoning and building, and other charges.
- Prepare statistics and projections of potable water, wastewater, solid waste, stormwater and other programs including number of customers and usage and generation rate, for planning and rate evaluation services.
- Separately project annual revenue requirements for the potable water, wastewater, solid waste, stormwater and other programs, for planning and rate evaluation services.
- Review and design as considered necessary, appropriate fees for other miscellaneous services as provided by water and wastewater utility systems.
- Investigate and develop potential wholesale water, wastewater and reclaimed water rates associated with the provision of such type of service.
- Review operations of the water and wastewater utility, solid waste and stormwater systems to determine if additional services, charges and revenue enhancements are appropriate.
- Perform financial sensitivity analyses on utility operations taking into account such factors as capital program implementation, regulatory changes and other such issues that may cause a need to review financial operations.
- Review the prevailing connection (capital facility) fees and capital cost recovery programs in light of the projected expansion and unused existing capacity. Develop new charges to recover the capital investment require to accommodate growth and provide for future adjustments to the charges.
- Review operations and performance by the County's Utilities and Solid Waste Department.
- Perform financial due diligence activities related to the acquisition of utility and solid waste systems or service areas.

- Provide assistance in development of utility and solid waste contracts including, but not limited to, rate ordinances and resolutions, bulk service agreements, franchise agreements, acquisition contracts, extension and development agreements, reclaimed water usage agreements, and inter-local agreements between the County and other public agencies. Services may involve drafting agreements, review of documents, negotiations among affected parties and performance of economic analyses required for evaluation.
- Provide assistance in strategic planning activities.
- Provide assistance in the preparation of loan documents to obtain funds from agencies such as the Florida Department of Environmental Protection, Rural Development, Department of Community Affairs, Florida State Revolving Fund Loan and others.
- Provide assistance in the development of accounting, financial and business policies as well as providing opinions on such issues.
- Assistance to the County in providing privatization and managed competition activities and cost evaluations.
- Compile accounting and financial data to be used in the periodic bond rating agencies surveillance of Martin County and the Utilities Department. Prepare summary tables organized in a manner similar to Fitch Analytical Sensitivity Tool (FAST) and/or analytical models used by other rating agencies.
- Preparation of financial feasibility reports in support of the issuance of revenue bonds, including preparation for and attendance of presentations before rating agencies, bond insurance companies, potential investors and purchasers of instruments of debt, and other required parties.

MINIMUM QUALIFICATIONS

1. Proposer must have performed similar services for the past (5) five years of the scope and nature required by this RFP.
2. The proposer must have sufficient staff and computer technology ability to handle the proposed workload described herein in a timely manner.
3. If sub-contractor service is proposed, verification of qualifications shall be submitted with proposal.

Total Cost

Hourly Fee Schedule of Labor Billing

Rates: Hourly rates used for the consulting services provided by Raftelis shall be determined by multiplying individual hourly rates of each class of employee by the number of hours spent performing the service.

A schedule of Raftelis' initial standard hourly billing rates by job classification to be in effect for the duration of the project is as follows:

Project Team Member / Job Classification	Direct Hourly Rate [1]
Chief Executive Officer / Executive Vice President	\$250
Vice President / Principal Consultant	\$240
Senior Manager/Director of Data Services	\$230
Manager	\$220
Senior Consultant	\$210
Consultant	\$200
Senior Associate	\$180
Associate	\$150
Senior Rate Analyst	\$125
Rate Analyst	\$100
Analyst	\$80
Assistant Analyst	\$65
Creative Services	\$125
Clerical and Administration	\$70

[1] Direct labor hourly rates effective twelve months after the date of execution of an agreement between the County and Raftelis; rates may be adjusted by not more than the net percentage change in the Consumer Price index – Urban Consumers per annum (rounded to the nearest dollar) or as mutually agreed between parties for invoices rendered after each anniversary date of each year thereafter. Any change in direct hourly rates must be approved by the County prior to implementation.

Standard Cost Rates: Nominal fee rates apply when additional expenses are incurred during performance of work. A schedule of Raftelis' standard expense rates is as follows:

Expense Description	Standard Cost Rates
Mileage Allowance – Personal Car Use Only	IRS Standard Mileage Rate
Reproduction (black and white) (in-house)	\$0.05 per page
Reproduction (color) (in-house)	\$0.25 per page
Reproduction (contracted)	Actual Cost
Computer Time	\$0.00 per hour
Telephone Charges	Actual Cost
Delivery Charges	Actual Cost
Lodging / Other Travel Costs	Actual Cost
Meals [2]	Not to Exceed per Raftelis Employee per County Reimbursement Policy
Subconsultant Services	Actual Cost
Other Costs for Services Rendered	Actual Cost

[2] Standard cost rates will be based on the County reimbursement policy or Florida Statute Section 112.061, as appropriate, during the billing period referenced on the invoices for services.

Raftelis typically bills for our services on an hourly, not-to-exceed contract maximum basis as opposed to a lump sum amount. Thus, it has been our practice that, to the extent that the actual services performed by Raftelis are less than each work authorization amount, then the County would not be billed for the outstanding balance, absent any request for additional services that the County may need.

July 16, 2025

Mr. William Poe
City Manager
City of Zephyrhills, Florida
Via email: WPoe@ci.zephyrhills.fl.us

Subject: Stormwater Utility Fee Implementation Scope of Work Proposal

Dear Mr. Poe:

Based upon our discussion on July 8, 2025, it is Raftelis' understanding that the City of Zephyrhills (City) is interested in implementing a stormwater utility to generate revenue dedicated to stormwater management.

The scope of work detailed below considers both a non-ad valorem special assessment (NAVSA) approach to billing – putting charges on the Pasco County tax bill - as well as adding stormwater charges to the City's existing water/sewer utility bills. We will explore the options early in the process and aim to have a final decision by September 2025. The proposed fee can accommodate either approach.

Project Team

For this engagement, the Raftelis team will include Jon Ingram as Project Director, Christina Conchilla as Project Manager, and myself as Subject Matter Expert. Our resumes are provided at the conclusion of this document. The team will also include staff consultants to perform analytical tasks.

Scope of Work

Task 1: Project Initiation & Planning

1.1: Kick-Off Meeting

We believe that a productive kick-off meeting is the most effective way to begin a project of this nature and to ensure that the project timeline stays on track. This meeting will provide both a forum to finalize details of the project scope, work plan, schedule, and data needs with City staff as well as an opportunity for City staff to meet with the Raftelis project team. We will also discuss the City's project objectives in detail, confirming that we understand the overall goals of the study. Correctly identifying these objectives at the outset will help ensure the success of the project.

1.2: Data Collection and Review

Raftelis will work with City staff to collect the appropriate financial and operational data including but not limited to

- the City's FY25/26 Operating and Capital Budgets,
- any recent Capital Improvement Plans (CIP),
- Stormwater Master Plans,
- Vulnerability Assessments,
- stormwater system replacement/repair projects not included in current budget documents,
- current and projected staffing levels, and
- regulatory permits including the City's NPDES MS4 Permit and Annual Reports.

We will also request data that will inform rate structure, units of service, and billfile development, including:

- the most recent City or County tax parcel polygons with land use classifications,
- aerial imagery,
- impervious surface delineation data,
- stormwater control devices,
- list of utility accounts, including customer name, service address, and service type(s).

Task 2: Determine Billing Approach

At the kickoff meeting, we will review the NAVSA and utility billing approaches. For context, the approximate NAVSA timeline is provided below. This may need to be adjusted to accommodate City or County requirements.

Raftelis anticipates that utility billing could be implemented sooner, by about April 2026. To meet either timeline, a final decision on the billing approach is needed by September 1, 2025.

Activity	Deadline
City Pass Resolution of Intent following 4 consecutive weeks of newspaper circulation	Prior to January 1, 2026
City Provide Resolution of Intent to Pasco County Property Appraiser and Tax Collector	By January 10, 2026
City Council Meeting: Stormwater Utility Rates	March 4, 2026
City Council Meeting: First and Second Ordinance Readings	May-June, 2026
Provide Draft NAVSA Roll to Pasco County Tax Office	July 25, 2026
Pasco County Mails Truth in Millage (TRIM) Notices	August, 2026
Public Hearing to Adopt Special Assessments	Before September 15, 2026
Provide Final Certified Rolls to Pasco County Tax Office	September 15, 2026

Task 3: Existing Program Review

Upon receiving the data collected in Task 1.2, Raftelis will assess current and expected future program needs and costs related to compliance with the City's MS4 permit, achieving desired operation and maintenance levels of service, and anticipated capital investments to inform current and future needs, priorities and costs. This effort will include interviewing key City staff to discuss the current stormwater program, including roles, responsibilities, costs, and existing funding sources. Raftelis will summarize costs associated with labor, overhead and expenses for existing stormwater management as current costs and as the baseline upon which future costs are overlaid. We plan to work with City staff to capture the appropriate flow and timing of future costs, especially those related to large capital projects.

Raftelis will also work with the City to develop financial policies for a new stormwater utility. These financial policies will include identifying appropriate target reserve levels for the operating and capital programs, the approach to indirect cost allocation/transfers to the general fund, and potentially debt service coverage

Task 4: Data Analysis and Financial Modeling

4.1: Development of Revenue Requirements

Based upon the program review conducted in Task 3.1, Raftelis will document, and will work with the City to refine, projected revenue requirements of the new fee over a five-year period. These revenue requirements will be informed by operations and maintenance, and financial policy decisions, to meet the utility's current and future needs.

Raftelis will incorporate the existing capital projects into the revenue requirements. If multiple CIP scenarios exist, our team could build these into the model developed in Task 4.3 to allow the City to analyze the impact on revenue requirements and stormwater rates of these different scenarios. In conjunction with the CIP, Raftelis will add the expenditures required for asset rehabilitation and replacement to inform the revenue requirements.

4.2 Data Development and Tiering Analysis

Raftelis understands that the City is interested in developing an industry standard impervious area based rate structure, based on a community-specific equivalent residential unit (ERU) as the billing unit. To determine the ERU, Raftelis will first define and identify residential properties using tax assessor data. To accomplish this Raftelis recommends impervious area measurement of 500 residential properties, proportionally selected according to the residential population. This will provide a statistically significant sample for determining the median value and will allow for consideration of multiple flat rates (tiers) if desired. Break points for residential tiers will be estimated using the distribution of the impervious area for the residential sample along with completing a regression analysis to calculate the estimated impervious area for all residential properties. Parcel attributes included in the regression analysis may include parcel size, heated square feet, building footprints, number of bedrooms, and improved value. This analysis will allow us to estimate the number of residential parcels that may fall into each tier.



Raftelis' expert GIS technicians are highly skilled in this process, and an example of their work is shown to the left, where measured impervious surfaces are shown in translucent yellow. Raftelis has digitized thousands of parcels in Florida and has developed methodologies for differentiating between sandy soil and cement for accurate mapping.

Raftelis will compile this residential impervious area information to share with the City. Our team recognizes the difference between public impervious areas, such as streets and sidewalks,

and ensures these features are treated consistently across the service area. This supports accuracy and fairness in ERU and rate calculations. We pay close attention to details that, when shared with decision makers and ratepayers, instill confidence in the underlying data. For example, we typically capture pool aprons, but not pools, exclude parking lot islands, ensure that "building lean" in the

aerial photo does not result in over capture of impervious surfaces, and take additional steps to accurately reflect conditions on the ground in our digital product. Given that the potential rate structure being considered relies on measured impervious area, accurate measurement data will be critical to calculating rates, fostering ratepayer confidence, and performing customer service activities.

Impervious surfaces will also be developed for non-single family residential and multi-family residential properties. The price below assumes approximately 3,400 developed properties that require impervious area delineation.

4.3: Development of Financial Model with Stormwater Rates

Raftelis will develop an open-source Microsoft Excel®-based rate and financial tool to model rates that support the projected 5-year revenue requirements identified in Task 4.1. The model will include a dashboard to develop rate calculations under the flat or tiered residential rate structures, examine customer impacts, plan for revenue sufficiency, highlight key financial metrics, and provide pro forma cash flow statements.

The model, which will include an annual or periodic stormwater utility fee increase schedule, will be delivered to City staff for their use moving forward. The City will be able to use the model to update revenue requirements and cash flow projections as the program evolves. Users of this tool will be able to edit inputs and assumptions to estimate projected revenue requirements and analyze future rates.

Task 5: Credit Program Development

Within this task, Raftelis will work with the City to develop a credit program that recognizes individual customer's or property owner's stormwater runoff mitigation measures or other activities that support the City's program. Through a series of up to three virtual meetings, we'll facilitate discussion about the scope and scale of a potential credit program and make final recommendations for the City's consideration. Stakeholder engagement may influence the trajectory of the credit program. Ultimately, the program may be documented in the new ordinance (task 7.1) or in a separate referenced document.

Task 6: Stakeholder Engagement

To institute a new fee successfully, it is critical to provide information to and solicit feedback from subject matter experts, staff, elected officials, public and other stakeholders in a way that generates understanding and support. Raftelis understands that the City already has effective public engagement staff and infrastructure, so we will support public engagement with the production of handouts, materials, slides, or other collateral as needed throughout the process to communicate the changes being made to stormwater programs and the funding approach.

This task will include preparation of data for the TRIM notices required by the NAVSA billing approach.

Task 7: Ordinance Development and Implementation Report

Task 7.1 Ordinance Development

Raftelis will work with the City Attorney to create a Stormwater Management Utility Ordinance and rate resolution, if appropriate. The draft ordinance/rate resolution will need to describe the basis of the fee, the rate structure, the rationale behind the fee, and other key items. While the Raftelis

team will create a draft ordinance/rate resolution, the responsibility for finalizing the ordinances/resolutions will rest with the City's Attorney.

Task 7.2 Draft and Final Technical Report

Raftelis will prepare a Draft and Final Report for the City, which will include the results of our analysis. Our team will begin by preparing a draft memorandum for the City to provide feedback on before preparing the final report. Raftelis will produce and submit electronic copies in Microsoft Word and .pdf format. The report will summarize our financial analyses, modeled scenarios, recommendations and selected rate structure and rates, potential credit program, and fee implementation recommendations. Additionally, if appropriate, the final memorandum will summarize stakeholder input, how it was used, and information communicated to elected officials. The report will be structured in a way that fits the City's preferences and aligns with similar existing documentation.

Task 8: Billfile Development & Data Maintenance Support

Raftelis will create a final billfile, which will be based on either tax parcel ID or utility account number, depending on the billing approach selected. We will work with City staff to plan workflows and roles related to ongoing data updates, which may include capturing new properties, periodically updating impervious area, applying credits, and implementing updated rates.

Budget and Timeline

For this engagement, we propose a not-to-exceed cost of \$78,000. The overall timeline will be flexible to accommodate the billing mechanism selected. The timeline and costs are summarized in the table below.

Task	Timeframe	Fee
Task 1: Project Initiation & Planning	Jul 2025 – Aug 2025	\$2,730
Task 2: Determine Billing Approach	Aug 2025 – Sept 2025	\$1,360
Task 3: Existing Program Review	Sept 2025– Oct 2025	\$8,210
Task 4: Data Analysis and Financial Modeling	Oct 2025 – Jan 2026	\$24,650
Task 5: Credit Program Development	Jan 2026 – Feb 2026	\$10,950
Task 6: Stakeholder Engagement	Jan 2026 – Jun 2026	\$2,720
Task 7: Ordinance Development & Implementation Report	Mar 2026 – Apr 2026	\$10,950
Task 8: Billfile Development	May 2026 – Sept 2026	\$16,430
Overall	Jul 2025 – Sept 2026	\$78,000

We look forward to the chance to work with the City of Zephyrhills. Should you have any questions or need additional information, please contact me at 919-475-5257.

Sincerely,



Jennifer Tavantzis
Vice President

Jonathan Ingram

PROJECT DIRECTOR Vice President



PROFILE

Jonathan Ingram is a nationally recognized consultant with over 20 years of experience leading financial and operational transformation in local government. He began his career in municipal budgeting and brings deep expertise in public finance—most notably as Operating Budget Director for the City of Cincinnati, where he managed the development and administration of the City’s \$1 billion operating budget and led efforts to resolve a \$57 million annual structural deficit in the General Fund.

In that role, Jonathan conducted major fiscal and operational analyses, served on the City’s collective bargaining team, and co-lead the implementation of a citywide enterprise budgeting system. His work in Cincinnati provided him with a firm foundation in municipal budgeting, revenue forecasting, financial systems, and organizational performance.

Building on this foundation, Jonathan has become a trusted advisor to fiscally distressed communities. He has served as the designated fiscal recovery coordinator for multiple cities, leading multi-year financial recovery and implementation efforts for municipalities, often under state oversight.

Jonathan currently leads Raftelis’ Local Government Organizational Assessment Practice, where he oversees enterprise-level engagements that help cities, counties, and utilities address complex operational, staffing, financial, and strategic challenges. His work spans all major municipal functions—including public safety, public works, finance, community development, and internal services—and he has supported over 1,000 local governments and utilities across the country.

A cornerstone of Jonathan’s approach is aligning operational strategy with fiscal reality. He develops practical, tailored recommendations that reflect both best practices and the unique culture, constraints, and resources of the communities he serves. His leadership has helped cities navigate financial recovery, achieve structural balance, and implement transformative change.

Jonathan has also developed proprietary methodologies for workforce planning, staffing analysis, and service delivery assessment—emphasizing employee engagement, workload data, and sustainable implementation. His projects routinely produce measurable improvements in efficiency, accountability, and service quality.

He holds a Master of Public Administration from Northern Illinois University and a Bachelor’s degree in Political Science from Aurora University. Jonathan is an active member of the International City/County Management Association (ICMA) and the Ohio City/County Management Association (OCMA).

Specialties

- Staffing and operations assessment
- Public safety staffing and operations
- Financial management and planning
- Process improvement

Professional History

- Raftelis: Vice President (2024-present); Senior Manager (2021-2023); Manager (2020-2021); Senior Associate, The Novak Consulting Group (2012-2020)
- City of Cincinnati, Ohio: Budget Manager (2010-2012)
- Management Partners: Senior Management Advisor (2005-2010)

Education

- Master of Public Administration - Northern Illinois University (2005)
- Bachelor of Arts in Political Science - Aurora University (2003)

Professional Memberships

- International City/County Management Association (ICMA)
- Ohio City/County Management Association (OCMA)

Jennifer Tavantzis

SUBJECT MATTER EXPERT Vice President

PROFILE

Jennifer has a strong background in water resources and utility management and possesses extensive data management and analytical skills. Her educational background lies in the areas of water quality, hydrology, and resource conservation. In her ten years with Raftelis, she has consulted with numerous local governments on projects related to stormwater program development and review, and stormwater utility feasibility, development, implementation, and reorganization studies. Jennifer has also worked with water and sewer utilities on a wide variety of projects - from rate development and affordability analysis to revenue loss investigations - all with the common thread of being driven by existing utility data and designed to positively impact utility performance and management. Jennifer has worked extensively with GIS data and systems and with relational databases in association with water, wastewater, and stormwater utility projects. In addition to her analytical work, she has a strong knowledge of municipal finance, and serves as a Municipal Advisor Representative, which ensures her fiduciary responsibility to clients. Jennifer was also a contributing editor of the WEF's *Manual of Practice No. 27: Financing and Charges for Wastewater Systems*.

KEY PROJECT EXPERIENCE

City of Dunedin (FL): Stormwater Rate Study

Jennifer was the project director for a study to update the City's Stormwater Utility Rate. Jennifer provided quality assurance and quality control and industry perspective for an assessment of the City's current and future stormwater program to establish comprehensive revenue requirements, benchmarking of the City's stormwater program and policies, the 10-year financial rate model and the final Rate Study report.

Treasure Island (FL): Stormwater Utility Rate Structure Update and Credit policy

Jennifer served as subject matter expert in Raftelis' engagement with the City including a stormwater rate and rate structure update, including an update to their equivalent residential unit (ERU), impervious area mapping and financial model.

City of Marathon (FL): Stormwater Utility Rate Structure Update

Jennifer was an integral part of an initial stormwater rate structure review including financial modeling and multiple rate scenarios that yielded recommendations for updates to the City's ERU and fees for mobile home and condominium properties. In 2023, Jennifer directed an audit of stormwater fees that showed



Years with Raftelis

- 13 years

Years with Other Firms

- 1 year

Specialties

- Stormwater finance & utility development
- Management policy & practice
- Utility rate studies
- Stakeholder engagement
- Organizational assessments

Professional History

- Raftelis: Vice President (2024-present); Senior Manager (2022-2023); Manager (2018-2021); Senior Consultant (2016-2017); Consultant (2013-2016); Associate Consultant (2012-2013)
- Colorado Department of Public Health & Environment (2011-2012)

Education

- Master of Environmental Management - Duke University (2011)
- Bachelor of Arts in Environmental Studies & Urban Planning - University of Richmond (2009)

Certifications

- Series 50 Municipal Advisor Representative

discrepancies across the City. Raftelis provided suggestions regarding data maintenance and updates to the existing structure.

Durham County (NC): Stormwater Funding Fee Plan and Utility Design and Rate Structure Analysis

Durham County engaged WK Dickson (now Ardurra) and Raftelis to complete a Stormwater Funding Fee Plan and Utility Design and Rate Structure Analysis. Raftelis was responsible for completing the cost-of-service analysis and rate structure analysis. During the implementation phase of the project, Raftelis worked with the County to refine the financial plan, select of the rate structure, develop the ordinance, develop of billing and customer service processes, and complete public outreach. The stormwater utility was successfully implemented during the COVID-19 pandemic in July 2020. Jennifer served in an advisory role for 10-year financial planning model and evaluation of three different rate structure alternatives.

Arlington County (VA): Stormwater Utility Feasibility Study and Implementation

Raftelis has long served as Arlington County's water and sewer utility rate advisor. In 2019, the County also asked Raftelis to evaluate the feasibility of funding their stormwater program through a user fee (more closely aligned with properties' impacts on the drainage system and program) instead of the existing tax rate. Jennifer played an integral role in the analysis, presentation of results to staff and leadership, and development of rate structure and rate recommendations. Key to this analysis was detailed consideration of the impacts owners and tenants of different styles of residential properties throughout the County. The County also engaged Raftelis to develop customer software to calculate, manage, and transmit the fee to the County's existing tax billing system and is currently preparing for the second year of the annual fee.

City of Raleigh (NC): Stormwater Utility Financial Planning

Raftelis was engaged by the City of Raleigh to provide financial planning and modeling support for the City's stormwater utility. Jennifer oversaw model development and helped the City successfully transition to using the new model for internal financial planning and budgeting purposes. Raftelis worked with Stormwater program staff to begin planning for revenue bond issuance within 10 years and modeled multiple capital funding scenarios within the financial model to support the debt funding approach. Jennifer and Raftelis are currently reviewing the City's credit program, reviewing and supporting efforts to operationalize equity, and continuing to support the stormwater program with strategic communication, financial model updates, and other activities.

City of Burlington (NC): Stormwater Utility Rate Structure Update

Jennifer currently serves as the project manager for a stormwater fee rate structure update project for the City of Burlington (City). Raftelis has partnered with Ardurra (formerly WK Dickson) to provide stormwater program planning and level of service review, and Jennifer is overseeing data and rate model development, communications and outreach, and general project management tasks. Rate structure alternatives are currently under review.

Christina Conchilla

PROJECT MANAGER Manager

ROLE

Christina will manage the day-to-day aspects of the project ensuring it is within budget, on schedule, and effectively meets the City's objectives. She will also lead the consulting staff in conducting analyses and preparing deliverables for the project. Christina will serve as the City's main point of contact for the project.

PROFILE

Christina has experience in the development of stormwater utilities and supporting the programmatic, financial, data management, and public relations elements that are part of implementing a utility. In addition to stormwater utility development, Christina has experience with wetland delineation, permitting and mitigation, Brownfields assessments, environmental due diligence activities, and NEPA planning.

KEY PROJECT EXPERIENCE

City of St. Augustine Beach (FL): Stormwater Utility Implementation Project

Christina served as Project Manager for this Stormwater Utility Implementation Project. This project included a full review and gap analysis of the City's stormwater program, the basis of which is their National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System (MS4) Permit, to develop revenue requirements for the City's program. Christina developed an impervious area-based rate structure for the City, including development of the equivalent residential unit and a tiered billing system for residential properties. Christina developed a financial model to determine a 5-year rate schedule for the utility. Christina worked with the City to develop a stormwater credit program and their stormwater utility ordinance. Christina attended workshops and public hearings with City staff and elected officials, and drafted public notice letters in support of the City's non-ad valorem special assessment (NAVSA) billing methodology.

City of Dunedin (FL): Stormwater Utility Program Review and Rate Study

Christina served as Project Manager for this Stormwater Program Review and Stormwater Utility Rate Study. This project included a full review and gap analysis of the City's stormwater program, the basis of which is their co-permittee status on the Pinellas County National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System (MS4) Permit and Total Maximum Daily Load (TMDL) requirement. Based upon the findings of the program review, revenue sufficiency analysis and gap analysis, as well as the City's interest in implementing a resiliency program, Christina and team recommended changes to the City's Stormwater Operations, Maintenance and Capital budgets and a



Years with Raftelis

- 5 years

Years with Other Firms

- 20 years

Specialties

- Stormwater utility financial & rate analyses
- Stormwater permitting & compliance
- Stormwater program development
- Public outreach
- ArcGIS geospatial analysis

Professional History

- Raftelis: Manager (2024-present); Senior Consultant (2019-2023)
- AMEC Foster Wheeler: Senior Environmental Specialist (2008-2015)
- ECS Carolinas: Senior Environmental Specialist (2005-2008)
- North Carolina Division of Water Quality: Environmental Specialist II (2005)
- New Jersey Department of Transportation: Environmental Specialist (2001-2005)
- New Jersey Water Watch: Americorps Volunteer (2000-2001)

Professional Associations

- APWA-NC Sustainability Committee Co-Chair

Education

- Bachelor of Science in Environmental Science - Virginia Tech University (2000)

stormwater utility rate increase schedule for a three-year period. The rate increase schedule was unanimously approved by the City Commission in 2024.

Town of Ponce Inlet (FL): Stormwater Utility Feasibility Study

Christina served as Project Manager for this Stormwater Utility Feasibility Study project. Christina assisted the Town with investigating if a Stormwater Utility would be a feasible mechanism for providing an equitable, dedicated and stable revenue source to fund their stormwater program. Christina led efforts to develop an impervious area based rate structure, including determination of the Town's ERU, estimated their billing units of service, and estimated the stormwater program's revenue requirements based upon a review of the Town's NPDES MS4 permit requirements and interviews with Town staff regarding their current service provision, potential gaps, and future program needs. Christina collaborated on production of a financial model that calculated potential stormwater utility rates at three levels of capital improvement program spending. Christina supervised production of and provided quality control and industry knowledge for a Stormwater Utility Feasibility Study report.

City of Orlando (FL): Stormwater Utility Credit Study

Christina is serving as Project Manager for this Stormwater Utility Credit Study. The City automatically applies stormwater utility credits to commercial and multi-family residential properties that have been constructed since the implementation of the Orlando Urban Stormwater Management Manual (OUSWMM), however determined that there are another set of credit holders unrelated to OUSWMM compliance. Christina has led efforts to classify these customers and recommend updates to their credits, including benchmarking the City's credit program against other communities that have updated their stormwater utility credit policies.

City of Port St. Lucie (FL): Stormwater Rebate Study

Christina is serving as Project Manager for this Stormwater Rebate Study. Christina led the analysis of the historic and current stormwater expenditures of Community Development Districts (CDDs) within the City, and comparison of these expenditures to the stormwater utility fee rebates funded to each CDD. The study included collection and review of financial data from CDDs (both publicly available and requested) related to operation and maintenance of the CDDs stormwater system, collection and review of financial data from the City regarding stormwater rebates provided to each CDD, review of the City's Stormwater Program level of service, and analysis of historical CDD stormwater expenditures as compared to City utility fee rebates. Christina collaborated with other Raftelis staff to produce a report outlining the findings of the study.

City of Treasure Island (FL): Stormwater Utility Rate Structure Change and Data Development

Christina assisted City with a stormwater rate and rate structure update, including an update to their equivalent residential unit (ERU) and impervious area mapping and a rate structure alternatives analysis. Christina presented a five-year rate schedule and proposed rate increase to the City Commissioners during a budget workshop in August 2023, which was unanimously approved. Christina led efforts to match parcel-based billing data to the City's existing stormwater utility accounts and updated the stormwater bill file to reflect the increased rate, new ERUs and updated impervious area measurements. Christina produced a final rate study report, including recommendations for stormwater utility credits.

City of Jacksonville Beach (FL): Stormwater Utility Rate Study

Christina is serving as Project Manager for this Stormwater Utility Rate Study project, where Raftelis is a subconsultant to Jones Edmunds. Christina is assisting the City with a stormwater rate and rate structure update, including an update to their ERU and impervious area mapping and a rate structure alternatives analysis. In collaboration with Jones Edmunds, Christina conducted a review of the City's current

stormwater program and interviewed staff to gather the City's perspective on service provision, potential gaps, and future program needs. This project is ongoing

City of Hallandale Beach (FL): Stormwater Rate Structure Change and Data Development

Christina is assisting the City with an evaluation of their existing stormwater utility billing data, matching parcels to accounts and determining where parcels with impervious area may not have current stormwater accounts, in advance of a stormwater utility update. Christina is also working with the City to update them from a utility billing methodology to a NAVSA billing methodology.

City of Stuart (FL): Stormwater Utility Rate Structure Change and Data Development

Christina assisted the City with a stormwater rate and rate structure update, including an update to their equivalent residential unit (ERU). The City currently uses a rate structure with both impervious area and pervious area components and Christina evaluated the City's current billing policies, with a particular emphasis on equity between various customer classes, including multi-family residential customers and vacant residential customers. Christina produced a Rate Structure Recommendation Report.

PROJECT QUALIFICATIONS

City of Dunedin FL

Reference: Michelle Montecarlo, Stormwater Program Manager

737 Loudon Avenue, Dunedin, FL 34698 / P: 727.298.3232 / E: mmontecarlo@dunedinfl.net

The City of Dunedin (City) is a coastal community located in Pinellas County on Florida's Gulf Coast. This project included a full review and gap analysis of the City's stormwater program, the basis of which is their co-permittee status on the Pinellas County National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System (MS4) Permit and Total Maximum Daily Load (TMDL) requirement. Based upon the findings of the program review, revenue sufficiency analysis and gap analysis, as well as the City's interest in implementing a resiliency program, Raftelis recommended changes to the City's Stormwater Operations, Maintenance and Capital budgets and a stormwater utility rate increase schedule for a three-year period. The rate increase schedule was unanimously approved by the City Commission in 2024.

City of Apopka FL

Reference: Edward Bass, II, CPA, CGFO, Finance Director

150 E. Fifth Street, Apopka, FL 32703/P: 407.703.1725 / E: ebass@apopka.net

Raftelis recent stormwater rate study (2022) involved a comprehensive review of the City of Apopka's (City) current stormwater operations, addressed levels of service associated with maintenance activities and the stormwater system's capital expenditure needs to ensure that stormwater facility replacement of the City's aging stormwater infrastructure was adequate to properly maintain and extend the life of such assets. These activities culminated in a Business Plan that proposed increased levels of service and the associated staffing requirements and costs. The business plan identified the annual stormwater revenue requirements for a five-year period and a rate phasing strategy.

The study also included a rate structure alternatives analysis that represented a major revision to the City's stormwater rate structure including statistical analysis of impervious area relationships related to an updated definition of an equivalent residential unit (ERU). The services also included preparing impervious area measurements for all non-residential and commercial properties. In addition, a tiered residential rate with separate rates for small, medium, and large homes is being developed to improve the equity among residential ratepayers and increase public acceptance of the rate proposals. The City's rate billing methodology is based on a NAVSA and the project team assisted the City in the preparation of the tax role submitted to the County tax collector. The results of the Business Plan and rate analysis were presented to the City Council in a series of workshops and targeted for adoption in a public hearing in July 2022.

City of Orlando FL

Reference: Marjorie Briones, Public Works Business Division Manager

PO Box 4990, Orlando, FL 32802 / P: 407.246.3219 / E: marjorie.briones@orlando.gov

Raftelis has worked with the City of Orlando (City) as their rate and financial cost of service consultant since 2009. In 2022, Raftelis was engaged by the City to update the comprehensive utility rate study, and to also

evaluate the City's stormwater utility system and the City's allocation of general fund overhead expenses between the City's special revenue funds and enterprise funds. The stormwater work included a rate study and financial forecast, rate structure update from a flat residential fee to a tiered residential structure, and changes to the existing per parcel fee. The City utilizes a NAVSA billing methodology. And most recently, Raftelis is assisting the City with updates to their Stormwater Credit Policy.

REQUEST FOR PROPOSAL (RFP) 2021-3343

Martin County Board of County Commissioners
Attn: Purchasing Division
2401 S.E. Monterey Road
Stuart, Florida 34996
pur_div@martin.fl.us
www.martin.fl.us

The Board of County Commissioners, Martin County, Florida, will receive sealed proposals for:

UTILITY RATE & FINANCIAL CONSULTING

Sealed proposals will be received by the Information Desk on the 1st Floor at the address above or via DemandStar until **2:30 PM** local time, on **Wednesday, July 21, 2021**.

The complete bid document may be downloaded from www.demandstar.com (online bidding site).

Martin County is an equal opportunity/affirmative action employer.

By order of the Board of County Commissioners of Martin County, Florida.

Publish: The Stuart News July 6, 2021

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SCOPE OF SERVICES

Martin County is soliciting proposals from qualified and experienced firms to provide assistance in water, wastewater, solid waste and other rate advisory financial services. The selected firm will be expected to perform upon the issuance of periodic task orders for such services as assistance in budgeting and forecasting, rate making, management accounting assistance, financing activities assistance, financial analysis of systems, as well as other tasks as may be deemed necessary by the County.

Tasks may include, but will not be limited to:

- Review and redesign as considered necessary based on cost of services and recovery principals, the potable water, wastewater and reuse rates, solid waste disposal and collection fees, stormwater fees, fees for general services, including but not limited to; fire service, parks and recreation, planning, zoning and building, and other charges.
- Prepare statistics and projections of potable water, wastewater, solid waste, stormwater and other programs including number of customers and usage and generation rate, for planning and rate evaluation services.
- Separately project annual revenue requirements for the potable water, wastewater, solid waste, stormwater and other programs, for planning and rate evaluation services.
- Review and design as considered necessary, appropriate fees for other miscellaneous services as provided by water and wastewater utility systems.
- Investigate and develop potential wholesale water, wastewater and reclaimed water rates associated with the provision of such type of service.
- Review operations of the water and wastewater utility, solid waste and stormwater systems to determine if additional services, charges and revenue enhancements are appropriate.
- Perform financial sensitivity analyses on utility operations taking into account such factors as capital program implementation, regulatory changes and other such issues that may cause a need to review financial operations.
- Review the prevailing connection (capital facility) fees and capital cost recovery programs in light of the projected expansion and unused existing capacity. Develop new charges to recover the capital investment require to accommodate growth and provide for future adjustments to the charges.
- Review operations and performance by the County's Utilities and Solid Waste Department.
- Perform financial due diligence activities related to the acquisition of utility and solid waste systems or service areas.

- Provide assistance in development of utility and solid waste contracts including, but not limited to, rate ordinances and resolutions, bulk service agreements, franchise agreements, acquisition contracts, extension and development agreements, reclaimed water usage agreements, and inter-local agreements between the County and other public agencies. Services may involve drafting agreements, review of documents, negotiations among affected parties and performance of economic analyses required for evaluation.
- Provide assistance in strategic planning activities.
- Provide assistance in the preparation of loan documents to obtain funds from agencies such as the Florida Department of Environmental Protection, Rural Development, Department of Community Affairs, Florida State Revolving Fund Loan and others.
- Provide assistance in the development of accounting, financial and business policies as well as providing opinions on such issues.
- Assistance to the County in providing privatization and managed competition activities and cost evaluations.
- Compile accounting and financial data to be used in the periodic bond rating agencies surveillance of Martin County and the Utilities Department. Prepare summary tables organized in a manner similar to Fitch Analytical Sensitivity Tool (FAST) and/or analytical models used by other rating agencies.
- Preparation of financial feasibility reports in support of the issuance of revenue bonds, including preparation for and attendance of presentations before rating agencies, bond insurance companies, potential investors and purchasers of instruments of debt, and other required parties.

MINIMUM QUALIFICATIONS

1. Proposer must have performed similar services for the past (5) five years of the scope and nature required by this RFP.
2. The proposer must have sufficient staff and computer technology ability to handle the proposed workload described herein in a timely manner.
3. If sub-contractor service is proposed, verification of qualifications shall be submitted with proposal.

Proposers that do not meet the minimum qualifications and do not provide the required past project references may be deemed “non-responsive” and/or “non-responsible”.

CONTRACT

The maximum total value of this contract shall not exceed \$400,000.00 over the life of the contract.

The Term of the Contract shall be for a period of three (3) years provided both parties are in agreement and there are no changes to the terms and conditions. The County shall reserve the right to terminate the Contract in accordance with the provisions under the Terms & Conditions herein. The contract may be

renewed for two additional 1-year terms, at the County's sole discretion, for a total maximum term of five (5) years. The awardee agrees to this condition by signing their bid.

INSTRUCTIONS TO PROPOSERS

1. Proposal to be provided in the order below:
 - a. Cover letter / statement of interest ***including e-mail address of person to be notified of award***, signed by an authorized corporate officer, principal, or partner. Include physical address of primary Consultant. *(2 page limit)*
 - b. Firm and individual staff qualifications (including subcontractor information, if applicable) *(3 page limit)*
 - c. Past experience with similar services/references *(1 page per project)*
 - d. Approach and methodology *(3 page limit)*
 - e. Total cost (rates/fees) *(1 page limit)*
 - f. Signed addenda (if any)
 - g. Bidder's Qualification Statement
 - h. Conflict Affidavit
 - i. Drug Free Workplace Certification
 - j. Public Entity Crimes Statement
2. **Applicants that do not comply with all the above instructions or do not include all the requested data may not be considered.**
3. One (1) **electronic copy** of submittal on CD or thumb drive in PDF format shall be submitted. No paper copy is necessary.

Delivery of Proposals:

Proposals may be submitted via hand delivery, mail, or e-bid.

Hand Delivery or Mail:

One (1) **electronic copy** of the Proposal must be submitted in a sealed envelope, plainly marked on the outside with the Proposer's name, RFP number and proposal due date. Proposals shall be delivered to the address detailed on the cover page of this RFP. If forwarded by regular mail or express mail, the sealed envelope containing the proposal and marked as directed above, shall be enclosed in another envelope addressed to the U.S. Mail address indicated on the cover page. If forwarded by overnight courier services (other than United States Postal Service Express Mail), the sealed envelope containing the proposal and marked as directed above, shall be enclosed in another envelope addressed to the street address indicated on the cover page. Proposals may be hand-delivered. Proposals by fax or e-mail will **NOT** be accepted. The County cautions proposers to assure actual delivery of mailed or hand-delivered proposals directly to the Martin County Administrative Center (Attn: Purchasing Division), 1st Floor, Information Desk, 2401 S.E. Monterey Road, Stuart, Florida. Confirmation of timely receipt of the proposal may be made by e-mailing pur_div@martin.fl.us before bid opening time. Proposals received after the established deadline shall **not** be considered.

E-Bidding (via DemandStar) www.demandstar.com

Upload one (1) electronic copy (single file) in PDF format to DemandStar.

E-bidding through the online bidding site shall be accepted in lieu of a sealed bid as outlined

above. However, the proposer shall be responsible for ensuring that the required bid documents are properly uploaded and accepted by the online bidding site. The County shall not be responsible for nor accept proposal not properly uploaded by the proposal due date and time.

4. A Selection Committee will score the proposals based on the criteria below and may develop a short list of firms that will make a presentation to the committee.

Selection Criteria	Point Value
Past Experience, References, Existing Contracts with Similar Scope of Services	0 – 40
Professional Qualifications of Firm & Staff (including subcontractors, if applicable)	0 – 35
Rates/Fees	0 – 25
Total Points	0 – 100

ADDITIONAL INFORMATION

1. Prohibited Communications. The cone of silence prohibits any communication regarding a RFB, RFP, RFQ or other competitive solicitation between any bidder (or its agents or representatives) or other entity with the potential for a financial interest in the award (or their respective agents or representatives) regarding such competitive solicitation, AND any County Commissioner or County employee, selection committee member or other persons authorized to act on behalf of the Board including the County's Architect, Engineer or their subconsultants, or to provide a recommendation to award a particular contract, other than Purchasing Division staff (pur_div@martin.fl.us). The cone of silence shall be in effect from the time of advertisement until contract award. **Such communication shall result in disqualification.**
2. Contract. The successful Proposer shall be required to enter into the Contract included with this RFP. The Proposer understands that this RFP does not constitute an agreement or contract with the Proposer. County contracts are awarded only when a fully executed written agreement has been returned to the Proposer by the County.
3. All questions concerning this selection process, the RFP document and all attachments, and/ or the sample Contract Terms and Conditions must be addressed in writing to the Purchasing Division and e-mailed to pur_div@martin.fl.us
Questions shall be received no later than 5:00 PM on Monday the week prior to the proposal due date.
4. No oral interpretation of this RFP shall be considered binding. The County shall be bound only when such statements are written and executed under the authority of the Purchasing Manager. Any and all interpretations and any supplemental instructions will be in the form of written addendum via the online bidding site (www.demandstar.com). Failure of any Proposer to receive such addendum shall not relieve said Proposer from any obligation under the RFP submitted. All addenda issued shall become part of the Contract Documents.
5. The County reserves the right to reject any and all submittals with or without cause, to waive technicalities, or to accept those submittals which best serve the interests of the County.
6. Proposals become a "public record" and shall be subject to disclosure consistent with Chapter 119, Florida Statutes, thirty (30) calendar days after the bid opening or upon bid award in accordance with Chapter 119, Fla. Stat.. Marking a proposal "confidential" or "proprietary" does not exclude all or any part of the proposal from disclosure under public records requirements. To claim the

proposal or a portion thereof as exempt or confidential and exempt from disclosure, you must state the basis of the exemption, including the statutory citation to an exemption created or afforded by Florida Statutes; state in writing and with particularity the reasons for the conclusion that the proposal is exempt or confidential and exempt; and if only a portion of the proposal is claimed to be exempt or confidential and exempt, provide a redacted version of the proposal showing those portions claimed to be exempt or confidential and exempt. Proposals submitted with claimed exemptions shall be reviewed and release of these records shall be at the County's discretion. Failure to notify the County of claimed exemptions constitutes a waiver and the submittal will be released as requested.

7. Submittals may be withdrawn prior to due date by written request dispatched by the Proposer and received by the Purchasing Division before the time for receiving Submittals has expired.
8. The County reserves the right to request clarification of information submitted and to request additional information of one or more Proposers after the deadline for receipt of Submittals.
9. Costs for preparation of a response to this request are solely those of the Proposer and the County assumes no responsibility for any such costs incurred by the Proposer. The County will not be liable for any costs incurred by the Proposer prior to execution of the contract by the parties.
10. Submittals shall be formatted to letter sized paper and with a minimum 12-point font.
11. Proposers are instructed NOT to fax or e-mail their submittal as they shall be rejected as non-responsive.
12. Proposers must indicate on the outside of their envelope the following:
 - RFP Number and Name
 - Due Date and Time
 - Name of Proposer
13. All Submittals must be manually and duly signed by an authorized corporate officer, principal, or partner (as applicable) with a signature in full on the Cover Letter/Statement of Interest. Proposers who are nonresident corporations shall furnish to the County evidence of their ability to transact business in the State of Florida along with their RFP.
14. Submittals that contain any limiting terms and conditions that do not explicitly agree to provide the scope in the contract documents may be disqualified.
15. Any Proposer who presents in its RFP to the County, any information which is determined by the County, in its sole opinion, to be substantially inaccurate, misleading, exaggerated, or incorrect, may be disqualified from consideration.
16. The Proposer shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The Proposer shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of U.S. Department of Transportation assisted contracts. Failure by the Proposer to carry out these requirements is a material breach of the contract which may result in the termination of the contract or such other remedy as the recipient deems appropriate.
17. It is the policy of the United States, the State of Florida, or the County that small business concerns,

veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns (hereinafter “small business concerns”) shall have the maximum practicable opportunity to participate in performing contracts, including contracts and subcontracts. It is further the policy that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with small business concerns. The Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor further agrees to cooperate in any studies or surveys as may be conducted by the appropriate government agency as may be necessary to determine the extent of the Contractor’s compliance with this clause.

18. The successful proposer(s) will be required to monitor the performance of his employees on a periodic basis while they are assigned to the County. The successful proposer(s) is required to comply with the Immigration Reform Act of 1986 (IRCA) which requires all individuals hired after November 6, 1986, to provide employers with proof of citizenship or authorization to work in the United States.
19. As required by FS 287.133; "A person or affiliate who has been placed on the convicted vendor list following a conviction for Public Entity crime may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid or contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or Vendor under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount in Section 287.017, for category two for a period of thirty-six months from the date of being placed on the convicted vendor list".
20. It is the policy of Martin County that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, shall have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with funds derived from the U.S. Department of Transportation, Federal Transit Administration (FTA). Martin County utilizes the Florida Department of Transportation (FDOT) Florida Unified Certification Program (UCP) Disadvantaged Business Enterprise (DBE) Directory to identify all firms eligible to participate as DBE’s. Martin County is not a certifying member of the Unified Certification Program. The COUNTY recognizes the DBE certification from FDOT and other certifying members that are FTA grant recipients in the State of Florida. DBEs responding to this RFP shall provide DBE certification information as part of their response.
21. Protests shall be in accordance with the procedure outlined in the Martin County Purchasing Manual which is available at www.martin.fl.us. Type Purchasing Manual into the Search field.
22. Selection Committee meetings are posted on the County’s website at www.martin.fl.us in accordance with the Florida Sunshine Law. Selection Committee meetings are open to the public.
23. Notification of shortlist shall be within 72 hours of a selection committee meeting via e-mail to all proposers. Proposers that do not provide an e-mail address as requested above shall not be notified.
24. Section 112.313, Fla. Stat., prohibits contracts with County employees, officers and advisory board members. All proposers must disclose the name of any Martin County officer or employee who owns, directly or indirectly an interest in the proposer's firm or any of its branches. Advisory Board Members may qualify for an exemption by submitting Commission on Ethics Form 3A with bid and

filing such form with the Supervisor of Elections in accordance with Section 112.313(12)(b), Fla. Stat.

25. E-Verify. In compliance with Section 448.095, Fla. Stat., Consultant and its subconsultants shall, prior to beginning work under this Agreement, register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021.

SAMPLE



**AGREEMENT BETWEEN COUNTY AND CONSULTANT
FOR CONTINUING SERVICES**

THIS AGREEMENT, effective this _____ day of _____ in the year, 20_____, between:

MARTIN COUNTY BOARD OF COUNTY COMMISSIONERS, a political subdivision of the State of Florida, (hereinafter COUNTY), located at 2401 S.E. Monterey Road, Stuart, FL 34996

AND the CONSULTANT:
(hereinafter CONSULTANT)

Contract Name:

Contract Number:

Term: Three (3) years (plus two one-year renewal options)
Not to exceed five (5) years

Not to Exceed Amount: \$

Section 1	Scope of Services
Section 2	Term
Section 3	County's Responsibilities
Section 4	Payments to Consultant
Section 5	Consultant's Project Team
Section 6	Independent Contractor Relationship
Section 7	Conflict of Interest
Section 8	No Contingency Fees
Section 9	Notices
Section 10	Waiver of Claim
Section 11	Indemnification
Section 12	Insurance
Section 13	Dispute
Section 14	Licenses
Section 15	Termination
Section 16	Suspension
Section 17	Materials
Section 18	Miscellaneous
Exhibit A	Scope of Services
Exhibit B	Sample Task Order
Exhibit C	Fee Schedule

SECTION 1 SCOPE OF SERVICES

1.1 Basic Scope of Services

The Basic Scope of Services has been agreed to by the parties, and is attached hereto and incorporated herein by reference as Exhibit A. The CONSULTANT shall provide Services for the COUNTY in all phases of the Project to which this AGREEMENT applies as hereinafter provided and within the schedule set forth in Exhibit A. The CONSULTANT shall perform any and all Services in a timely, efficient and cost-effective manner and in accordance with the generally accepted standards of the applicable profession.

The COUNTY is selecting CONSULTANT as of this day, to provide services in connection with the Project in accordance with the provisions of this Agreement, applicable state codes and municipal ordinances, and in accordance with the Request for Proposals (RFP) document, and any and all addenda, modifications and revisions thereto.

1.2 Notice to Proceed

The CONSULTANT shall commence work within ten (10) days after receiving the fully executed contract unless indicated otherwise.

SECTION 2 TERM

The term of this AGREEMENT shall commence on the date of execution of this AGREEMENT by the COUNTY and continue through approval of the final reports by the COUNTY. It is also agreed that the COUNTY shall have an option for extension of this AGREEMENT, as necessary to complete the services or to provide additional services.

SECTION 3 COUNTY'S RESPONSIBILITIES

3.1 Information Pertinent to the Project

The COUNTY shall assist the CONSULTANT by placing at the CONSULTANT's disposal all available information pertinent to the Project (including previous reports and any other relevant documents and data relative to the Project). The CONSULTANT is ultimately responsible for satisfying itself as to accuracy of any data provided, and, furthermore, the CONSULTANT is responsible for bringing to the COUNTY's attention, for the COUNTY's resolution, any material inconsistencies or errors in such data which come to the CONSULTANT's attention.

3.2 Access to Property

The COUNTY shall arrange for access to, and make provisions for, the CONSULTANT to enter upon public and private property (where required) as necessary for the CONSULTANT to perform its Services upon the timely written request of CONSULTANT to COUNTY.

3.3 Examination

The COUNTY shall examine any and all studies, reports, and other documents presented by the CONSULTANT, and render, in writing, decisions pertaining thereto within a reasonable time.

3.4 No Warranty by COUNTY

Approval by the COUNTY of any of the CONSULTANT's work products of any nature whatsoever furnished hereunder, shall not in any way relieve the CONSULTANT of responsibility for the technical accuracy and adequacy of the work. Neither the COUNTY's review, approval or acceptance of, or payment for, any of the Services furnished under this AGREEMENT shall be construed to operate as a waiver of any rights under this AGREEMENT or of any cause of action arising out of the performance of this AGREEMENT. The CONSULTANT shall be and remain liable in accordance with all applicable laws for all damages to the COUNTY caused by the negligent performance by the CONSULTANT or any Specialty

3.5 Extension of Time

3.5.1 Notice of Extension of Time

The COUNTY shall give prompt written notice to the CONSULTANT whenever the COUNTY observes or otherwise becomes aware of any development that affects the timing or delivery of the CONSULTANT's Services. If the CONSULTANT has been delayed in completing its Services through no fault or negligence of either the CONSULTANT or any Specialty Consultant, and, as a result, will be unable complete timely performance fully and satisfactorily under the provisions of this AGREEMENT, then the CONSULTANT shall promptly notify the COUNTY. At the COUNTY's sole discretion, and only upon the previous submittal to the COUNTY of evidence of the causes of the delay, the COUNTY may grant the CONSULTANT an extension of its Project schedule equal to the period the CONSULTANT was actually and necessarily delayed, subject to the COUNTY'S rights to change, terminate, or stop any or all of the Services at any time in accordance with this Agreement.

3.5.2 Force Majeure

The CONSULTANT shall not be considered in default for a failure to perform if such failure arises out of causes reasonably beyond the CONSULTANT's control and through no fault or negligence of the CONSULTANT. The parties acknowledge that adverse weather conditions (as defined by comparison to 10-year historical average), acts of God, or other unforeseen circumstances of a similar nature, may necessitate modifications to this AGREEMENT. If such conditions and circumstances do in fact occur, then the COUNTY and CONSULTANT shall mutually agree, in writing, to the modifications to be made to this AGREEMENT.

3.6 County Project Manager

The COUNTY reserves the right to appoint a Project Manager for this Project. The Project Manager shall issue all written authorizations to the CONSULTANT that the Project may require, or that may otherwise be defined or referred to in this AGREEMENT. The Project Manager shall also:

- A. act as the COUNTY's agent with respect to the Services rendered hereunder;
- B. transmit instructions to and receive information from the CONSULTANT;
- C. communicate the COUNTY's policies and decisions to the CONSULTANT regarding the Services;

- D. determine, initially, whether the CONSULTANT is fulfilling its duties, responsibilities, and obligations hereunder; and
- E. determine, initially, the merits of any allegation by the CONSULTANT respecting the COUNTY's non-performance of any Project obligation.

All determinations made by the Project Manager, as outlined above, shall be final and binding upon the CONSULTANT, but shall not be binding upon the CONSULTANT in regard to general appearances before or appeals to the COUNTY, or appearances before or appeals to a court of competent jurisdiction.

SECTION 4 PAYMENTS TO CONSULTANT

4.1 General

4.1.1 The COUNTY will pay the CONSULTANT for the Services as detailed in each of the CONSULTANT's invoices ("Invoices"), in accordance with the Contract and Section 218, Fla. Stat.

4.1.2 The CONSULTANT fully acknowledges and agrees that if at any time it performs Services which have not been fully negotiated, reduced to writing and formally executed by both the COUNTY and CONSULTANT, then the CONSULTANT shall perform such Services without liability to the COUNTY, and at the CONSULTANT's own risk.

4.2 Method of Payments by COUNTY

4.2.1 For Basic Scope of Services, CONSULTANT shall submit invoices in a form approved by the COUNTY.

4.3 Time of Payment

The COUNTY shall pay CONSULTANT for Services and expenses pursuant to Florida Statute after receipt of the CONSULTANT's invoice. Any portion of an invoice that is objected to or questioned by the COUNTY shall not be considered due for the purposes of this Section. To the extent the COUNTY does not pay CONSULTANT the total amount invoiced, the COUNTY shall provide the CONSULTANT a written explanation of the objection along with any amount paid on that invoice or in lieu of payment if the objection is to the entire amount invoiced.

4.4 Scope, Cost and Fee Adjustment

4.4.1 General

The COUNTY may at any time notify the CONSULTANT of requested changes to the Scope of Basic Services as set forth in Exhibit A to this AGREEMENT. The notification shall state the Scope modification and an adjustment of the cost estimate and fee specified in Exhibit C to reflect such modification. The CONSULTANT and the COUNTY understand that, unless the cost and fee adjustment is within a previously approved budget, any change to the Scope of Basic Services must be approved or authorized by the COUNTY. Duties, responsibilities and limitations of authority of the CONSULTANT shall not be restricted, modified or extended without written agreement of the COUNTY and the CONSULTANT.

4.4.2 Scope Reduction

The COUNTY shall have the sole right to reduce (or eliminate, in whole or in part) any portion of the Scope of Services for the overall Project at any time and for any reason, upon written notice to the CONSULTANT specifying the nature and extent of the reduction.

4.5 Final Payment

The acceptance by the CONSULTANT, its successors, or assigns, of any Final Payment due upon the termination of this AGREEMENT, shall constitute a full and complete release of the COUNTY from any and all claims or demands regarding further compensation for authorized Services rendered prior to such Final Payment that the CONSULTANT, its successors, or assigns have or may have against the COUNTY under the provisions of this AGREEMENT. This Section does not affect any other portion of this AGREEMENT that extends obligations of the parties beyond Final Payment.

SECTION 5 CONSULTANT'S PROJECT TEAM

The CONSULTANT shall assign members of its staff as the CONSULTANT's Project Team, who shall collectively devote such working time and attention as may be reasonably required to ensure that the Services are properly, economically, and efficiently performed. The CONSULTANT shall indicate to the COUNTY the authority and powers that the CONSULTANT's Project Team shall possess during the life of the Project. The CONSULTANT agrees that the COUNTY shall have the right to approve the CONSULTANT's Project Team, and that the CONSULTANT shall not change any member of its Project Team without written notice to the COUNTY. Furthermore, if any member of the CONSULTANT's Project Team is removed from Project duties, or employment is otherwise terminated or curtailed by the CONSULTANT, or if the CONSULTANT's Project Team member terminates his employment with the CONSULTANT, then the CONSULTANT shall promptly replace its Project Team member with a person of comparable experience and expertise, who shall also be subject to the COUNTY's approval. The COUNTY covenants that its approval shall not be unreasonably withheld.

SECTION 6 INDEPENDENT CONTRACTOR RELATIONSHIP

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

The CONSULTANT does not have the power or authority to bind the COUNTY in any promise, agreement or representation other than such power or authority that is specifically provided for in this AGREEMENT.

SECTION 7 CONFLICTS OF INTEREST

7.1 The CONSULTANT represents and warrants to the COUNTY that no officer, employee, or

agent of the COUNTY has any interest, either directly or indirectly, in the business of the CONSULTANT to be conducted hereunder. The CONSULTANT further represents and warrants to the COUNTY that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this AGREEMENT, and that it has not paid, or agreed to pay any person, company, corporation, individual, or firm, other than bona fide Personnel working solely for the CONSULTANT any fee, commission, percentage, gift or other consideration, contingent upon, or resulting from the award or making of this AGREEMENT. Further, the CONSULTANT also acknowledges that it has not agreed as an expressed or implied condition for obtaining this AGREEMENT, to employ or retain the services of any person, company, individual or firm in connection with carrying out this AGREEMENT. It is understood and agreed by the CONSULTANT that, upon the breach or violation of this Section, the COUNTY shall have the right to terminate the AGREEMENT without liability and at its sole discretion, and to deduct from the AGREEMENT price, or to otherwise recover, the full amount of such fee, commission, percentage, gift or consideration paid by the CONSULTANT.

7.2 The CONSULTANT represents that it presently has no interest, either direct or indirect, while performing the services required by this AGREEMENT, which would conflict in any manner with Florida Statutes. The CONSULTANT represents that no person having any such interest shall be employed during the term of this AGREEMENT, including any officer, employee or agent of the COUNTY.

7.3 The CONSULTANT represents and warrants that it has no current contracts with any entity that would create any conflict of interest in the CONSULTANT's ability to perform the services required by this AGREEMENT. Further, the CONSULTANT represents and warrants that throughout the term of this AGREEMENT, it will not undertake any work that would create such a conflict in interest.

7.4 The CONSULTANT shall promptly notify the COUNTY in writing by certified mail of all potential conflicts of interest for any prospective business association, interest or other circumstance that may influence or appear to influence the CONSULTANT's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONSULTANT may undertake and request an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute a conflict of interest if entered into by the CONSULTANT. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONSULTANT, the COUNTY shall so state in the notification and the CONSULTANT shall, at its option, enter into such association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the COUNTY by the CONSULTANT under the terms of this Contract.

SECTION 8 NO CONTINGENCY FEES

CONSULTANT warrants that it will not employ or retain any company or persons, other than a bona fide employee working solely for the 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 shall have the right to terminate the Agreement at its discretion, without liability and to deduct from the Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

SECTION 9 NOTICES

All notices under this Agreement shall be in writing and shall be (as elected by the person giving such notice) mailed solely by Certified Mail, Return Receipt Requested, Hand Delivery with Proof of Service, or by Overnight Courier to the COUNTY and CONSULTANT at the addresses listed on page one of this Agreement. Either party may change its address, for the purposes of this Section, by 30-day prior written notice to the other party given in accordance with the provisions of this Section.

SECTION 10 WAIVER OF CLAIM

The CONSULTANT and the COUNTY hereby mutually waive any claim against each other, their elected or appointed officials, agents, and employees, for any loss of anticipated profits caused by any suit or proceedings brought by any third party directly or indirectly attacking the validity of this AGREEMENT or any part thereof, or by any judgment or award in any suit or proceeding declaring this AGREEMENT null, void, or voidable, or delaying the same, or any part thereof, from being carried out.

SECTION 11 INDEMNIFICATION

11.1 Indemnification

CONSULTANT shall indemnify and hold harmless the agency, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the design professional and other persons employed or utilized by the design professional in the performance of the contract. CONSULTANT'S obligation under this provision shall not be limited in any way by the Firm Fixed Price, or CONSULTANT'S, or its Professionals', Subconsultants', or Subcontractors' limit of, or lack of, sufficient insurance. This Article shall survive the termination of this AGREEMENT and shall continue in full force and effect so long as the possibility of any liability, claim or loss exists, unless otherwise prohibited by law. The parties acknowledge that the duties and limits of indemnity coverage provided by the CONSULTANT herein are as set forth in §725.08, Fla. Stat. This Article shall survive the termination of this AGREEMENT and shall continue in full force and effect so long as the possibility of any liability claim or loss exists.

11.2 Repair of Damage

The CONSULTANT agrees to promptly repair, at its sole cost and expense and in a manner acceptable to the COUNTY, any damage caused by the CONSULTANT or any Specialty Consultant, or by any of their respective employees or agents, to COUNTY property, or to any improvements or property located thereon.

SECTION 12 INSURANCE

12.1 General.

The CONSULTANT shall purchase, maintain, and keep in full force, effect, and good standing, such insurance that is further described below, including tail coverage, and any other insurance necessary to fully protect CONSULTANT from claims of the nature that are detailed below, that may arise out of, or result from, the CONSULTANT's operations, performance, or Services, or all of these things, or any of these things in combination (CONSULTANT's Operations), whether the CONSULTANT's Operations are by the CONSULTANT, any of its agents or Specialty Consultants, or anyone for whose act or acts it may be liable:

- A. claims under Worker's Compensation, disability benefit, or other (similar) employee benefit acts;
- B. claims for damages because of bodily injury, sickness or disease, or death of any person other than its employees;
- C. claims for damages for personal injury; and
- D. claims for damages because of injury to or destruction of tangible property, including the loss of property use resulting there from; and
- E. claims for professional liability/errors and omissions.

CONSULTANT shall furnish the COUNTY with Certificate(s) of Insurance signed by an authorized representative of the insurer evidencing the insurance so required. The Certificate(s) of Insurance shall provide that the COUNTY shall be given not less than thirty (30) days written notice prior to the cancellation, nonrenewal, or restriction of coverage.

12.2 Limits of Liability

The insurance required by this Section shall be written for not less than the limits of liability specified below, or required by law, whichever is greater, and shall include contractual liability insurance as applicable to the CONSULTANT's obligation:

- Worker's Compensation including Employer's Liability Insurance. (present Florida statutory limit)
- Employer's liability of \$500,000 each accident, \$500,000 disease policy limit, and \$500,000 per occurrence.
- Comprehensive General Liability Insurance. Commercial general liability coverage, including coverage for Personal & Advertising Injury, Products & Contractual Liability and Independent Contractors, with a minimum limits of \$1,000,000 per occurrence and \$2,000,000 aggregate. Acord forms marked "Policy" or "Location" shall be considered non-compliant. Instead, check "Project" (meaning the "Contract") for the aggregate limit. No exclusion should apply for Fellow Employees, Cross Liability, or Insured vs. Insured on the policy. Certificate Holder must be listed as Additional Insured.
- Professional liability insurance at minimum limits of \$1,000,000.
- Business Automobile Insurance. This coverage should include all owned, hired, and non-owned vehicles at a minimum combined single limit of \$1,000,000. Liability Limits should be shown as "Primary".

12.3 Insurance Administration

Insurance Certificates, evidencing all insurance coverage referred to in this Section, shall be filed (or be on file) with the COUNTY at least ten (10) calendar days before the final execution of this AGREEMENT. The Insurance Certificates shall be fully acceptable to COUNTY in both form and

content, and shall provide and specify that the related insurance coverage shall not be cancelled (Coverage Change) without at least thirty (30) calendar days prior written notice having been given to the COUNTY. It is also understood and agreed that it is the CONSULTANT's sole burden and responsibility to coordinate activities between itself, the COUNTY, and the CONSULTANT's insurer(s) so that the Insurance Certificates are acceptable to and accepted by COUNTY within the time limits described in this Section.

12.4 COUNTY as Additional Insured

The COUNTY shall be listed as an additional insured on all insurance coverage required by this AGREEMENT, except Worker's Compensation and Professional Liability errors and omissions insurance. Furthermore, all other insurance policies pertaining to the Services to be performed under this AGREEMENT shall memorialize that the CONSULTANT's, or the CONSULTANT's Specialty Consultant's, or all of these entities' (Primary Insured's) insurance, shall apply on a primary basis, and that any other insurance maintained by the COUNTY shall be in excess of and shall not contribute to or be commingled with the Primary Insured's insurance. Where the COUNTY has been named as an additional insured, the CONSULTANT shall include the provisions of this Section in its Specialty Consultant's contracts, and the Primary Insured's insurance shall contain a severability of interest provision stating that, except with respect to total limits of liability, all insurance shall apply separately to each Primary Insured or additional insured in the same manner as if separate policies had been issued to each. This Section does not increase the dollar amount of insurance for either per occurrence or aggregate coverage.

12.5 Notifications

The CONSULTANT acknowledges, understands, and agrees that it shall give prompt and prior written notice to the COUNTY that any insurance policy defined or contemplated in this Section has been invalidated because of the violation of any term or provision of any other insurance policy issued to the CONSULTANT.

12.6 Waiver of Subrogation

CONSULTANT hereby waives any and all rights of Subrogation against the COUNTY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONSULTANT shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of rights of Recovery Against Others, or its equivalent.

SECTION 13 DISPUTE RESOLUTION

13.1 Prior to the initiation of any litigation by the parties concerning this Agreement, and as a condition precedent to initiating any litigation, the parties agree to first seek resolution of the dispute through non-binding mediation. Mediation shall be initiated by any party by serving a written request for same on the other party. The party shall, by mutual agreement, select a mediator within 15 days of the date of the request for mediation. If the parties cannot agree on the selection of a mediator then the COUNTY shall select the mediator who, if selected solely by the COUNTY, shall be a mediator certified by the Supreme Court of Florida. Each party to the mediation shall pay the mediator's fee in equal shares.

13.2 Non-jury trial. The parties expressly and specifically hereby waive the right to a jury trial as to any issue in any way connected with this Agreement.

13.3 The parties expressly and specifically hereby waive all tort claims and limit their remedies to breach of contract as to any issue in any way connected with this Agreement.

SECTION 14 LICENSES

The CONSULTANT shall, during the life of this AGREEMENT, procure and keep in full force, effect, and good standing all necessary licenses, registrations, certificates, permits, and any and all other authorizations as are required by local, state, or federal law, in order for the CONSULTANT to render its Services as described herein. The CONSULTANT shall also require all Specialty Consultants to comply by contract with the provisions of this Section.

SECTION 15 TERMINATION

15.1 Termination

15.1.1 Generally

This AGREEMENT may be terminated as follows:

- A. by the COUNTY, at its convenience pursuant to paragraph 15.2;
- B. by the COUNTY for CONSULTANT's failure to adequately perform the Agreement, pursuant to paragraph 15.3;
- C. by the mutual agreement of the parties; or
- D. as may otherwise be provided below.

In the event of the termination of this AGREEMENT, any liability of one party to the other arising out of any Services rendered, or for any act or event occurring prior to the termination, shall not be terminated or released.

15.2 Termination for COUNTY's Convenience

The COUNTY, by written notice, shall have the right to terminate and cancel this Agreement, without the CONSULTANT being at fault, for any cause or for its own convenience, and require the CONSULTANT to immediately stop work. In such event, the COUNTY shall pay the CONSULTANT for the work actually performed. The COUNTY shall not be liable to the CONSULTANT for any other costs, charges, or expenses, including but not limited to, prospective profits and overhead on work not performed.

15.3 Termination for CONSULTANT's Failure to Perform

In addition to any other termination provisions that may be provided in this AGREEMENT, the COUNTY may terminate this AGREEMENT in whole or in part if the CONSULTANT makes a false Invoice or fails to perform any obligation under this AGREEMENT and does not remedy the failure within fifteen (15) calendar days after receipt by the CONSULTANT of written demand from the COUNTY to do so, unless, however, the nature of the failure is such that it cannot, in the exercise of

reasonable diligence, be remedied within fifteen (15) calendar days, in which case the CONSULTANT shall have such time as is reasonably necessary to remedy the failure, provided the CONSULTANT promptly takes and diligently pursues such actions as are necessary therefore.

15.4 Payment upon Termination

Upon termination of this AGREEMENT, the COUNTY shall pay the CONSULTANT for those Services actually rendered and contracted for under this AGREEMENT, and those reasonable and provable expenses required and actually incurred by the CONSULTANT for Services prior to the effective date of termination. Where the AGREEMENT is terminated for cause by the COUNTY, such payment shall be reduced by an amount equal to any additional costs incurred by the COUNTY as a result of the termination.

15.5 Delivery of Materials Upon Termination

In the event of termination of this AGREEMENT by the COUNTY, prior to the CONSULTANT's satisfactory completion of all the Services described or alluded to herein, the CONSULTANT shall promptly furnish the COUNTY, at no additional cost or expense, with one (1) copy of the following items (collectively "Documents"), any or all of which may have been produced prior to and including the date of termination: data (including electronic data), specifications, calculations, estimates, plans, drawings, photographs, summaries, reports, memoranda; and any and all other documents, instruments, information, and materials (whether or not completed) generated or prepared by the CONSULTANT, or by any Specialty Consultant, in rendering the Services described herein, and not previously furnished to the COUNTY by the CONSULTANT pursuant to this AGREEMENT. The Documents shall be the sole property of the COUNTY, and the COUNTY shall be vested with all rights provided therein of whatever kind and however created. The CONSULTANT shall also require that all such Specialty Consultants agree in writing to be bound by the provisions of this Section.

SECTION 16 SUSPENSION

The COUNTY may, at any time and for any reason, direct the CONSULTANT to suspend work (in whole or in part) under this AGREEMENT. Such direction shall be in writing and shall specify the period during which Services shall be stopped. The CONSULTANT shall resume its Services upon the date specified or upon such other date as the COUNTY may thereafter specify in writing. The period during which the Services are stopped by the COUNTY shall be added to the time of performance of this AGREEMENT; provided, however, that any work stoppage not approved or caused by the actions or inactions of the COUNTY shall not give rise to any claim against the COUNTY by the CONSULTANT.

SECTION 17 MATERIALS, REUSE OF DOCUMENTS, AND CONFIDENTIALITY

The final work product of all such materials along with all formal CONSULTANT/COUNTY correspondence concerning the Project shall be the sole property of the COUNTY. All materials described above shall be retained by the CONSULTANT for the statutory period (§95.11 Fla. Stat., as it may be from time to time amended). Furthermore, the COUNTY may reuse them at no additional cost, and the COUNTY shall be vested with all rights of whatever kind and however created that may be in existence thereto; provided, however, that the CONSULTANT shall not be liable or legally responsible to anyone for the COUNTY's reuse of any such materials on any other COUNTY Project and that the

COUNTY timely notified the CONSULTANT of such potential liability.

SECTION 18 MISCELLANEOUS PROVISIONS

18.1 Local, State and Federal Obligations

18.1.1 No Discrimination

The CONSULTANT, for itself, its delegates, successors interest, and its assigns, and as a part of the consideration hereof, does hereby covenant and agree that: 1) in connection with the furnishing of Services to the COUNTY hereunder, no person shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in regard to this AGREEMENT on the grounds of such person's race, color, creed, national origin, religion, physical disability, age or sex; and 2) the CONSULTANT shall comply with all existing requirements concerning discrimination imposed by any and all applicable local, state, and federal rules, regulations, or guidelines, and as such rules, regulations, or guidelines may be from time to time amended. In the event of a breach of any of the nondiscrimination covenants described in this Section, the COUNTY shall have the right to terminate this AGREEMENT, without liability, as set forth in Section 15 of this AGREEMENT, and such right shall not be exercised unreasonably.

18.1.2 Compliance with Law

The CONSULTANT and its employees shall promptly observe, comply with, and execute the provisions of any and all present and future federal, state, and local laws, rules, regulations, requirements, ordinances, orders, codes, mandatory guidelines, and mandatory directions, including §287.055, Fla. Stat., and §553.70 et. seq., Fla. Stat., which may pertain or apply to the Services that may be rendered pursuant to this AGREEMENT, or to the wages paid by the CONSULTANT to its employees. The CONSULTANT shall also require, by contract, that all Specialty Consultants shall comply with the provisions of this Section.

18.1.3 Compliance with New Regulations

The CONSULTANT agrees that at such time as the local, state, or federal agencies modify their grant procedures in order for the COUNTY or the CONSULTANT to qualify for local, state, or federal funding for the Services rendered by the CONSULTANT, then the CONSULTANT shall consent to and make such modifications or amendments in a timely manner. If the CONSULTANT is unable to comply with applicable local, state, or federal laws and regulations governing the grant of such funds for Services to be rendered herein, then the COUNTY shall have the right, by written notice to the CONSULTANT, to terminate this AGREEMENT without liability, as outlined in Section 15, above. Furthermore, if the CONSULTANT's compliance with such laws, regulations, rules, or procedures causes a material change to a term or condition of this AGREEMENT, then the COUNTY agrees, upon sufficient proof of material changes as may be presented to it by the CONSULTANT, to amend this AGREEMENT.

18.2 CONSULTANT Not Agent of County

The CONSULTANT is not authorized to act as the COUNTY's agent hereunder and shall have no authority, expressed or implied, to act for or bind the COUNTY hereunder, either in CONSULTANT's relations with Specialty Consultants, or in any other manner whatsoever except as elsewhere provided

for in this AGREEMENT.

18.3 Specialty Consultants

18.3.1 General

The CONSULTANT shall have the right, conditioned upon the COUNTY's prior consent (which shall not be unreasonably withheld), to employ or use (whether or not for compensation or consideration of any nature whatsoever) other firms, consultants, contractors, subcontractors, and so forth (Specialty Consultants); provided, however, that the CONSULTANT shall: 1) inform the COUNTY as to the nature of particular Services for which the Specialty Consultants shall be employed; 2) inform the COUNTY as to the extent (what percentage) of the total Project Services each Specialty Consultant shall be employed to do; 3) be solely responsible for the performance of all of the CONSULTANT's Specialty Consultants, including but not limited to maintenance of schedules, correlation of Services, and the resolution of all differences between or among them; 4) promptly terminate the use and services of any Specialty Consultants upon written request from the COUNTY (which may be made for the COUNTY's convenience); and 5) promptly replace each such terminated Specialty Consultant with a Specialty Consultant of comparable experience and expertise and who are otherwise acceptable to the COUNTY. After the Specialty Consultant has received notice of the termination, or two (2) business days after the COUNTY has notified the CONSULTANT in writing of the required termination of the Specialty Consultant whichever shall occur first, the COUNTY shall have no obligation to reimburse the CONSULTANT for the Services subsequent to the notice of termination of any Specialty Consultant who may be terminated pursuant to the provision of this Section. It is also understood that the COUNTY does not, by accepting a Specialty Consultant, warrant or guarantee the reliability or effectiveness of that entity's Services.

18.3.2 Work Outside Scope and Time of Payment

The COUNTY shall have no obligation to reimburse the CONSULTANT for the services of any Specialty Consultant that may be in addition to the Services, or for those Specialty Consultant Services not previously made known to the COUNTY, or that are otherwise outside of the Scope of the Project unless and until the COUNTY has given written approval of such reimbursement. CONSULTANT agrees to pay all such Specialty Consultants for their Project related Services within thirty (30) calendar days after the CONSULTANT's receipt of payment, from the COUNTY for work performed by the Specialty Consultants, unless such payment is disputed by the CONSULTANT, and the COUNTY receives written notice thereof.

18.3.3 Specialty Consultant Contracts

The CONSULTANT shall provide a copy of all relevant provisions of this AGREEMENT to all Specialty Consultants hired by it, or for which it may have management responsibilities and shall inform all Specialty Consultants that all Services performed hereunder shall strictly comply with the AGREEMENT terms and provisions. The CONSULTANT shall also furnish the COUNTY, upon demand, with a copy of all CONSULTANT Specialty Consultant contracts. The COUNTY agrees that it shall not demand that the CONSULTANT hire a particular Specialty Consultant for the Project.

18.4 Assignment and Delegation

The COUNTY and the CONSULTANT bind themselves and their respective partners, successors, executors, administrators, and assigns, to the other party of this AGREEMENT in respect to all duties,

rights, responsibilities, obligations, provisions, conditions, and covenants of this AGREEMENT; except that the CONSULTANT shall not assign, transfer, or delegate its rights or duties, or either or both of these things, under this AGREEMENT without the prior written consent of the COUNTY. The COUNTY has the absolute right to withhold such consent at its convenience, and, furthermore, if the CONSULTANT attempts to assign, transfer, or delegate its rights or duties in violation of these provisions without the COUNTY's consent, then the COUNTY may terminate this AGREEMENT as a breach of contract by the CONSULTANT and a failure by the CONSULTANT to substantially perform its obligations hereunder, and any such assignment shall be null, void, and of no legal effect whatsoever. The COUNTY shall have the right to assign its rights (or any part of them) or to delegate its duties and obligations (or any part of them) to another entity that shall be bound by all applicable terms and conditions as provided in this AGREEMENT. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the COUNTY, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the COUNTY or the CONSULTANT.

18.5 Audits

18.5.1 Periodic Auditing of CONSULTANT's Books

The Consultant's financial and accounting records ("Books") specific to this AGREEMENT may (but need not) be kept separate and apart from the CONSULTANT's other Books; but the COUNTY shall have the right, at any reasonable time and through any of its designated agents or representatives, to inspect and audit the Books related to business conducted under this AGREEMENT for the COUNTY, for the purpose of verifying the accuracy of any Invoice or Completion Report and to ensure payment to subconsultants or vendors of the CONSULTANT. In addition, upon request of the COUNTY, the CONSULTANT shall prepare an audit (for the most recent fiscal year) for the COUNTY, which shall include the CONSULTANT's paid salary, fringe benefits, general and administrative overhead costs, and the total amount of money paid by the COUNTY to the CONSULTANT related to business conducted under this AGREEMENT. The audit shall be certified as true and correct by, and shall bear the signature of, the CONSULTANT's chief financial officer or its certified public accountant.

18.5.2 Retention of Books

The CONSULTANT shall retain the Books, and make them available to the COUNTY as specified above, until the later of five (5) years after the date of termination of this AGREEMENT, or such longer time if required by any federal, state, or other governmental law, regulation, policy, or contractual or grant requirement or provision.

18.5.3 Overpayment

In the event any audit or inspection conducted after final payment, but within the period provided in Section 15 above, reveals any overpayment to the CONSULTANT by COUNTY under the terms of the Agreement, CONSULTANT shall refund such overpayment to COUNTY within thirty (30) days of notice by the COUNTY.

18.6 Availability of Funds

The obligations of the COUNTY under this AGREEMENT are subject to the availability of funds lawfully appropriated for its purpose by the Board of County Commissioners of Martin County.

18.7 Pledge of Credit

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

18.8 Public Records

18.8.1 The CONSULTANT shall comply with the provisions of Chapter 119, Fla. Stat. (Public Records Law), in connection with this Agreement and shall provide access to public records in accordance with §119.0701, Fla. Stat. and more specifically CONSULTANT shall:

- a. Keep and maintain public records required by the County to perform the Agreement.
- b. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Fla. Stat. or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the CONSULTANT does not transfer the records to the County.
- d. Upon completion of the Agreement, transfer, at no cost, to the County all public records in possession of the CONSULTANT or keep and maintain public records required by the County to perform the Agreement. If the CONSULTANT transfers all public records to the County upon completion of the Agreement, the CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONSULTANT keeps and maintains public records upon completion of the Agreement, the CONSULTANT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

18.8.2 IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (772) 419-6959, public_records@martin.fl.us, 2401 SE MONTEREY ROAD, STUART, FL 34996.

18.8.3 Failure to comply with the requirements of this Article shall be deemed a default as defined under the terms of this Agreement and constitute grounds for termination.

18.9 Federal and State Taxes

The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The CONSULTANT shall not be exempt from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is the CONSULTANT authorized to use the COUNTY's Tax

Exemption Number in securing such materials. The CONSULTANT shall be responsible for payment of all federal, state, and local taxes and fees incurred in connection with this AGREEMENT.

18.10 Governing Law; Venue

Prior to the initiation of any litigation by the parties concerning this Agreement, and as a condition precedent to initiating any litigation, the parties agree to first seek resolution of the dispute through non-binding mediation pursuant to Article 13 above.

The validity, interpretation, construction, and effect of this AGREEMENT shall be in accordance with and governed by the laws of the State of Florida, only. Venue for any lawsuit to enforce the terms and obligations of this Agreement shall lie exclusively in Martin County, Florida.

18.11 Remedies, Attorneys' Fees and Costs

All remedies provided in this AGREEMENT shall be deemed cumulative and additional, and not in lieu or exclusive of each other or of any other remedy available to either party, at law or in equity. If any legal action or other proceeding is brought for the enforcement of this AGREEMENT or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this AGREEMENT, each party shall bear its own costs and attorney's fees.

18.12 Entire Agreement

This AGREEMENT, including the Exhibits hereto and bid package, constitutes the entire AGREEMENT between the parties, and shall supersede and replace all prior or contemporaneous negotiations, correspondence, conversations, agreements or understandings, written or oral, relating to the matters set forth therein, and that specifically related to the execution of this particular document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

18.13 Amendment

This AGREEMENT may be amended or modified only by a writing of import equal to this AGREEMENT, and as duly authorized and executed by the parties.

18.14 Severability

If any term or provision of this AGREEMENT or the application thereof to any person or circumstance shall, to any extent, be held invalid or unenforceable for the remainder of this AGREEMENT, then the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected, and every other term and provision of this AGREEMENT shall be deemed valid and enforceable to the extent permitted by law. In the event any provision hereof or be determined to be unenforceable or invalid, such unenforceability or invalidity shall not affect the remaining provisions of this AGREEMENT, which shall remain in full force and effect. To that extent, this AGREEMENT is deemed severable.

18.15 Headings

The headings of the Sections of this AGREEMENT are for the purpose of convenience only, and shall not be deemed to expand, limit, or modify the provisions contained in such Sections.

18.16 Construction

All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity of the party or parties may require. The parties hereby acknowledge and agree that each was properly represented by counsel and this AGREEMENT was negotiated and drafted at arm's length so that the judicial rule of construction to the effect that a legal document shall be construed against the draftsman shall be inapplicable to this AGREEMENT.

18.17 E-Verify

In compliance with Section 448.095, Fla. Stat., CONSULTANT and its subconsultants shall register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021.

- (i) If CONSULTANT enters into a contract with a subconsultant, the subconsultant must provide CONSULTANT with an affidavit stating that the subconsultant does not employ, contract with, or subcontract with an unauthorized alien. CONSULTANT shall maintain a copy of the subconsultant's affidavit as part of and pursuant to the records retention requirements of this AGREEMENT.
- (ii) The COUNTY, CONSULTANT, or any subconsultant who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this subsection shall terminate the contract with the person or entity.
- (iii) The COUNTY, upon good faith belief that a subconsultant knowingly violated the provisions of this subsection, but CONSULTANT otherwise complied, shall promptly notify CONSULTANT and order CONSULTANT to immediately terminate the contract with the subconsultant.
- (iv) A contract terminated under the provisions of this subsection is not a breach of contract and may not be considered such.
- (v) *Subcontracts.* CONSULTANT or subconsultant shall insert in any subcontracts the clauses set forth in this subsection and also a clause requiring the subconsultants to include these clauses in any lower tier subcontracts. CONSULTANT shall be responsible for compliance by any subconsultant or lower tier subconsultant with the clauses set forth in this subsection.

IN WITNESS WHEREOF, this AGREEMENT has been fully executed on behalf of the parties hereto by its duly authorized representatives, as of the date first written above.

SAMPLE



RFP2021-3343
UTILITY RATE & FINANCIAL CONSULTING
TASK ORDER NO. _____

Pursuant to that certain Consultant Contract ("**Contract**") between Martin County ("**County**") and _____ ("**Consultant**") dated _____, **Consultant** hereby agrees to provide the professional services specified on Exhibit "A", (1) under the terms and conditions, (2) at a cost of \$_____, and (3) according to the schedule, all as more specifically described in Exhibit "A", attached hereto and incorporated by this reference. The terms of the **Contract** shall be deemed to be incorporated in each individual Task Order as if fully set forth herein.

IN WITNESS WHEREOF, the **County** and the **Consultant** have executed this Task Order effective this _____ day of _____ 20_____.

TYPE IN CONSULTANT COMPANY
NAME HERE

BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

Type In Name & Title of person that sign
task order

Type in Department Director Name Here
Type in Title Here

CITY MANAGER'S REPORT 5.1

Parks Master Plan Phase II - GAI

Issue:

The team from GAI will present the Phase II Master Parks Plan for the City. This Phase II of the Zephyrhills Master Park Plan builds a vision for parks, offering specific recommendations for improving the existing park system and guidance to meet recreation needs. Recommendations are built on a framework developed specifically to suit the needs of Zephyrhills and considers development patterns, availability of land, expressed needs and desires, and future growth. Furthermore, an implementation strategy that includes Capital Improvements Planning and timeframes has been developed to provide guidance throughout the implementation process.

Background:

This Master Plan has been developed in multiple phases. The previous phase, completed in 2024, included a review of existing conditions along with public engagement—forming the foundation of the Master Plan. The existing conditions review resulted in a baseline understanding of the existing inventory of parks and facilities within the system, providing a context for planning and preliminary market research for future programming. Additionally, public engagement, which included public workshops and a statistically-valid survey, provided an understanding of the recreation needs and desires expressed by the community.

Attachment(s):

1. 2025-03-19 Zephyrhills PRMP Staff+CRA Workshop_draft_LR
2. 2025-09-02 Zephyrhills PRMP_Phase II_FINAL lowres (1)

Fiscal Impact:

None at this time

Staff Recommendation:

Staff recommends approval of the Phase II Master Parks Plan



Parks and Recreation Master Plan

Staff Workshop +
CRA Workshop

March 19, 2025



Agenda

- Overview
 - Guiding Principles
 - Site Equity Standards
 - Expansion of System
 - Next Steps
-

Master Plan Purpose



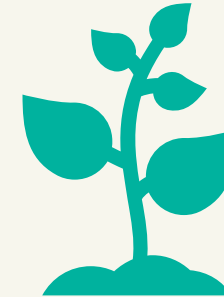
Understand Needs + Opportunities

Create a responsive parks and recreation system that meets the needs of the community



Blueprint for the Future

Plan for the future parks and recreation system



Improve, Sustain, and Enhance

Improve, sustain, and enhance the quality of life in Zephyrhills

Phase I



February 6, 2024

1

Project Initiation

Kickoff Meeting with Staff

March – July 2024

2

Existing Conditions Analysis

Documentation Review
Demographics + Population
Market Research
Inventory + Evaluation

May 2024 – Present

3

Initial Public Input & Future Visioning

Statistically Valid Survey
Public Workshop
Key Issues Matrix

Phase II - Next Steps

Future Expansion:

- Identify areas to target for future park development
- Work with Pasco County to address regional parks.
- Coordinate start of formal parks and recreation department and associated programming.

Visioning:

- Develop guiding principles
- Goals and objectives
- General park site design, CPTED and sustainability guidelines

Capital Improvement Plan and Recommendations

- Necessary improvements to existing park facilities
- Cost of renovating existing parks and recreation facilities.
- Costs and projects outlined and prioritized for 10-year horizon
- Other recommendations to further Guiding Principles

1 **Future Expansion**

Level of Service Analysis

Existing Level of Service

Comprehensive Plan Review

Parks included in the LOS analysis:

- Clock Plaza
- Depot Park
- Gunner Paw Park
- Hercules Park
- Krusen Park & Zephyrhills Skate Park
- Ellis Harrold Park
- Multi-Purpose Center / YMCA
- Shepard Park
- **Sarah Vande Berg Tennis & Wellness Center**
- Transplant Park
- Veterans Memorial Park
- Zephyr Park

Parks not included:

- Zephyrhills Golf Course
- Zephyrhills Community Venue

Park Levels of Service for the City of Zephyrhills (2010-2050)									
Year	2010	2020	2023	2025	2030	2035	2040	2045	2050
Total Population	13,288	17,194	18,556	20,210	22,604	24,743	26,642	28,300	29,829
Acreage Needed	53.2	68.8	74.2	80.8	90.4	99.0	106.6	113.2	119.3
Acreage Provided	115.0	115.0	115.0	115.0	115.0	115.0	115.0	115.0	115.0
Surplus / Deficiency	61.8	46.2	40.8	34.2	24.6	16.0	8.4	1.8	-4.3
Park LOS Standard Derived from Adopted Comprehensive Plan (2010): 4 acres per 1,000 population Source: Shimberg Center for Housing Studies Data Clearinghouse (2023), ESRI (2023) Park Acreage Derived from GIS Data									

Revised approach:

- Include Zephyrhills Community Venue after improvements
- Remove Sarah Vande Berg Tennis & Wellness Center due to barriers to access
- Adjusted acreages change from **115.0** to **120.7**, a **net 5.7 acre increase**
- Based on this adjusted metric, there is a **1.4 acre surplus by 2050**
- *Not including Zephyrhills Community Venue but removing Sarah Vande Berg Tennis & Wellness Center results in a -6.5 acre deficit by 2045, -12.6 acres by 2050*

Park Site Standards

Requirements

Size

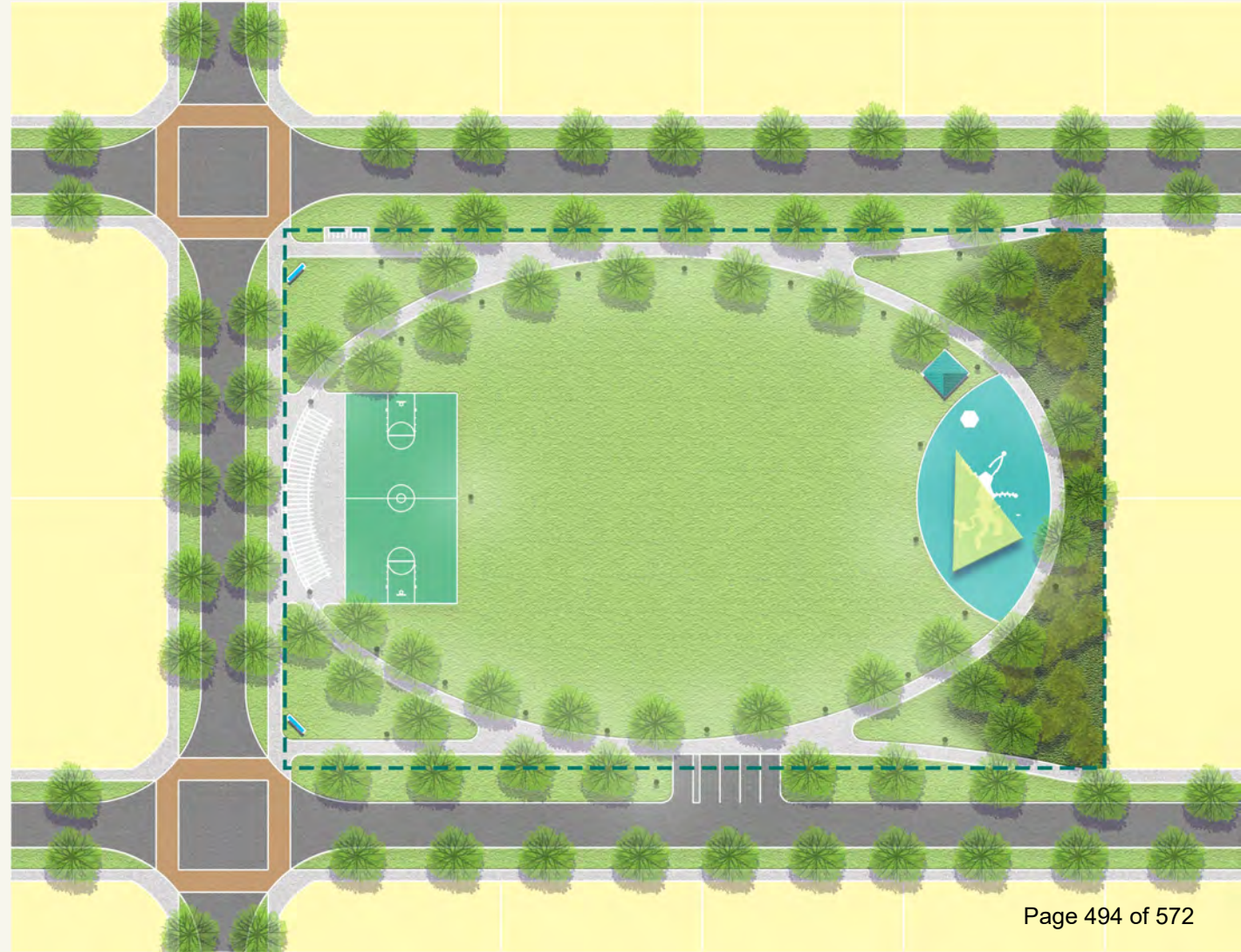
Min. 2 acres

Geographic LOS

½-mile (10-minute walk)

Elements

- Standard Zephyrhills Park Signage
- Walking loop/trails with canopy shade and seating
- Min. 0.25 acre Unprogrammed Open Space/Flex Lawn
- Play area
- Sports Court or Sports Field
 - Type determined based on parcel size and site-specific public engagement needs
- Picnic Pavilion(s) and Tables
- Area Lighting
- Crosswalks from surrounding residential areas
- Bike rack
- Designated ADA Parking

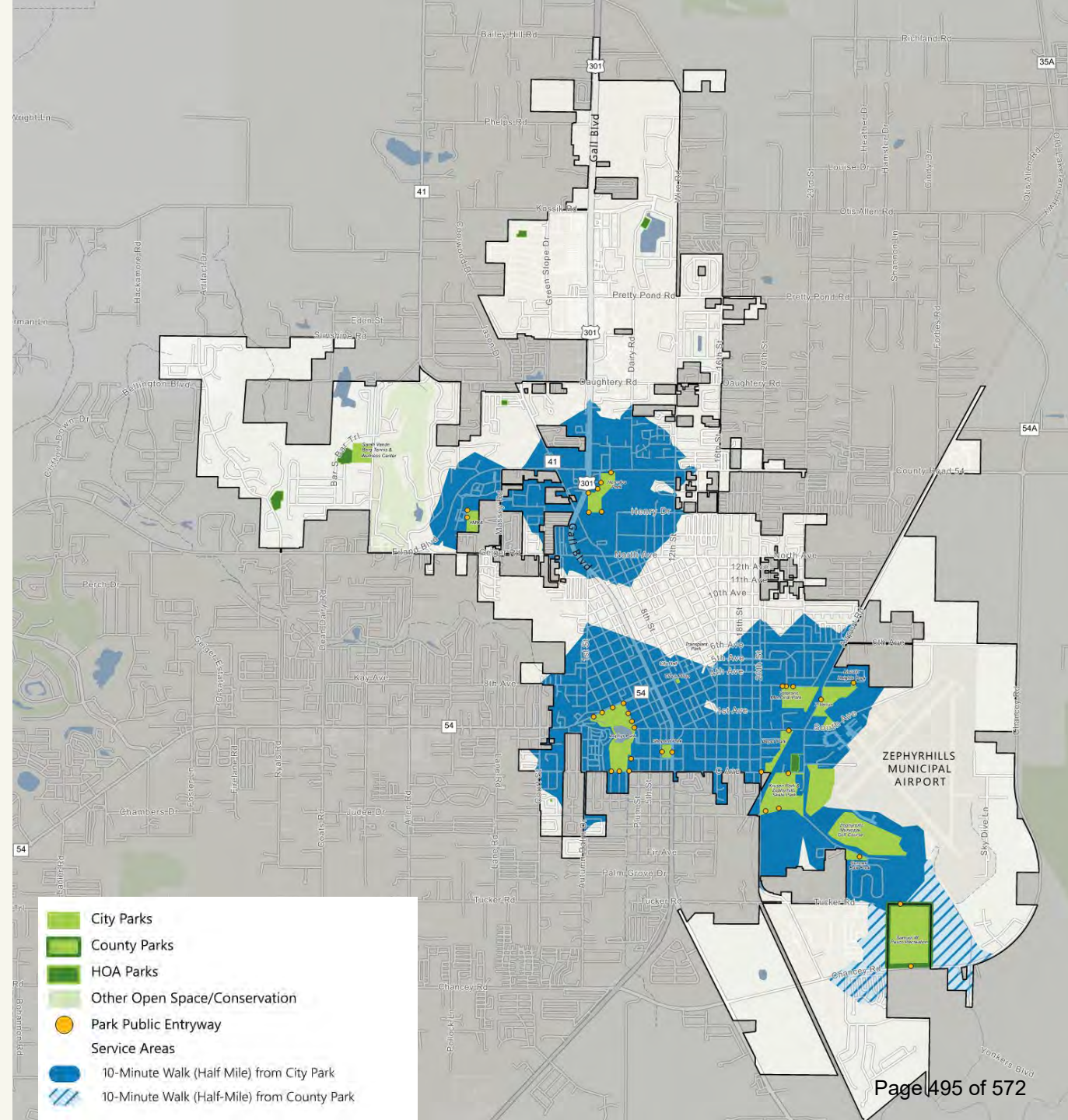


10-Minute Walk

Excludes parks with limited access and parks under 2 acres:

- Clock Plaza
- Sarah Vande Berg Tennis & Wellness Center
- Transplant Park
- Zephyrhills Golf Course

Samuel W Pasco shown in a different hatch



10-Minute Walk

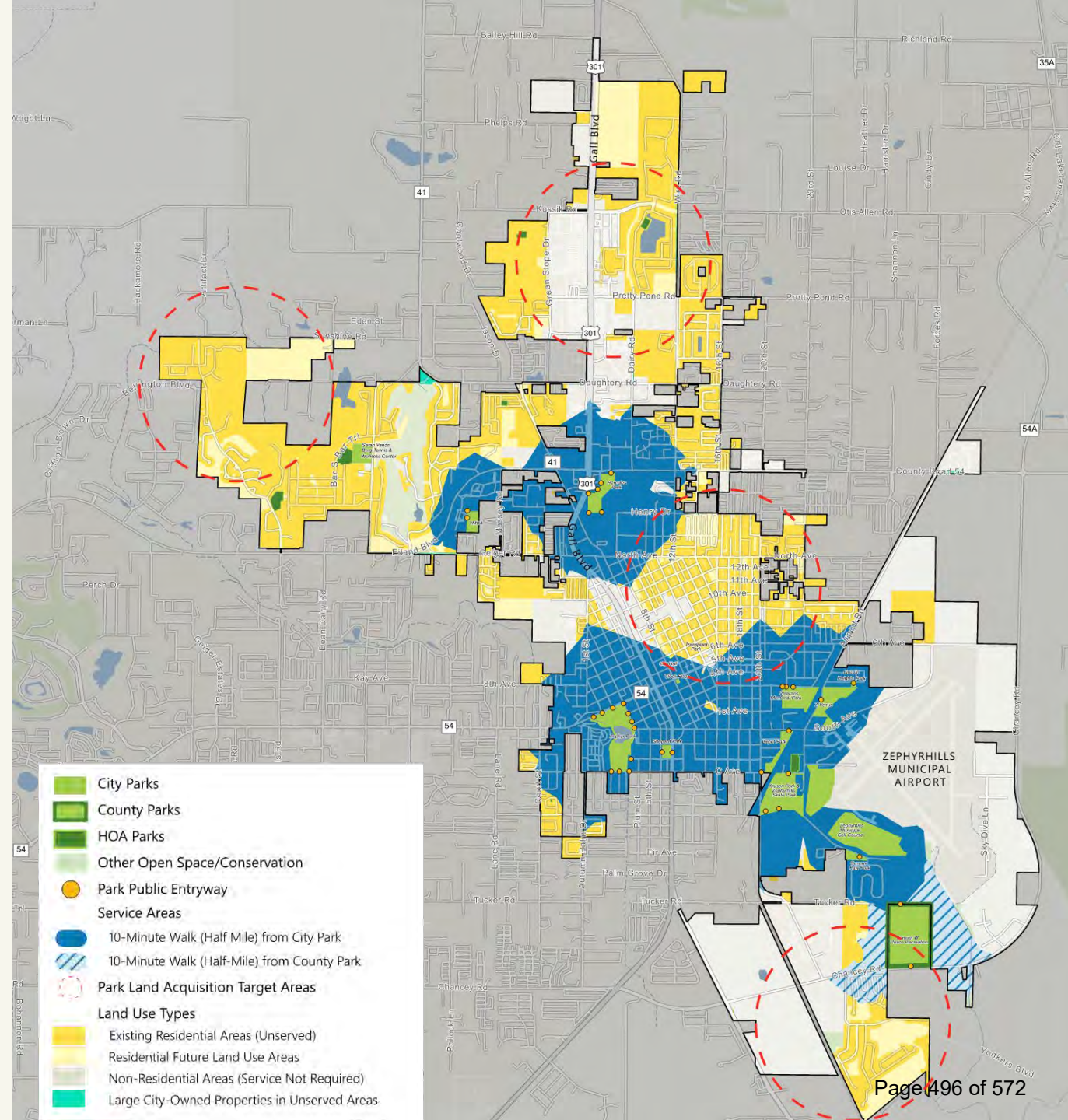
Excludes parks with limited access and parks under 2 acres:

- Clock Plaza
- Sarah Vande Berg Tennis & Wellness Center
- Transplant Park
- Zephyrhills Golf Course

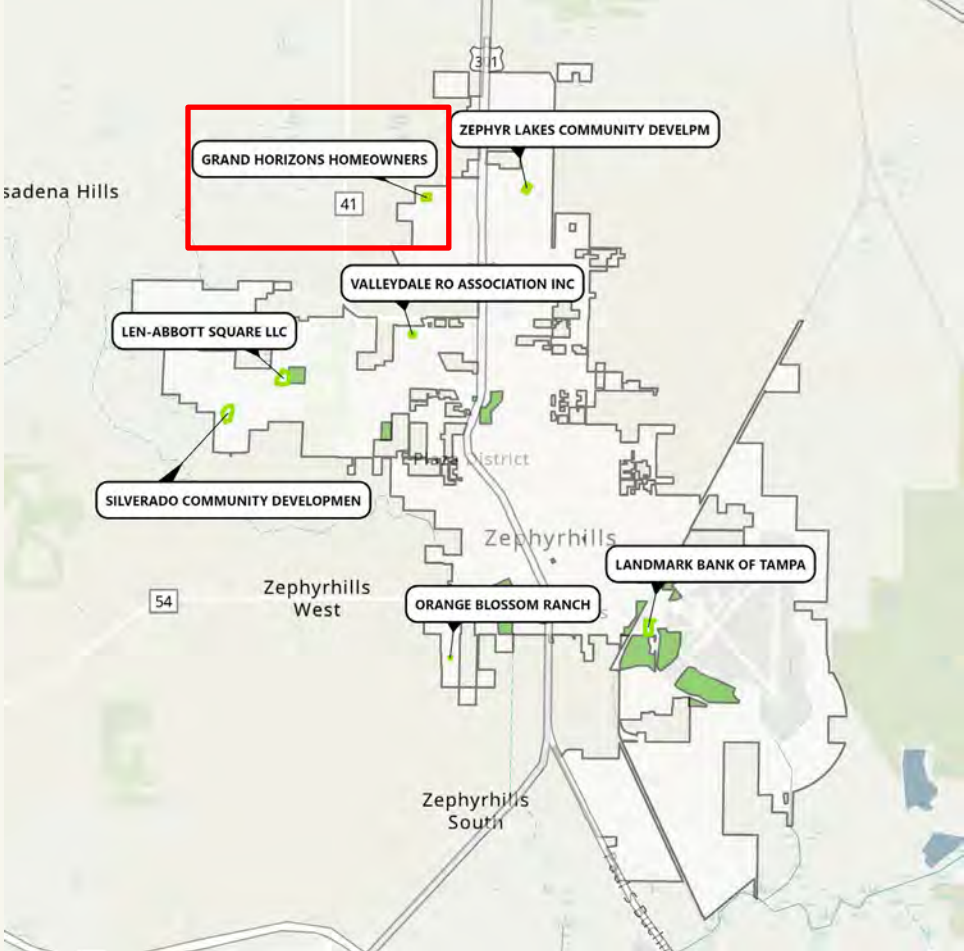
Samuel W Pasco shown in a different hatch

Land Acquisition Strategy

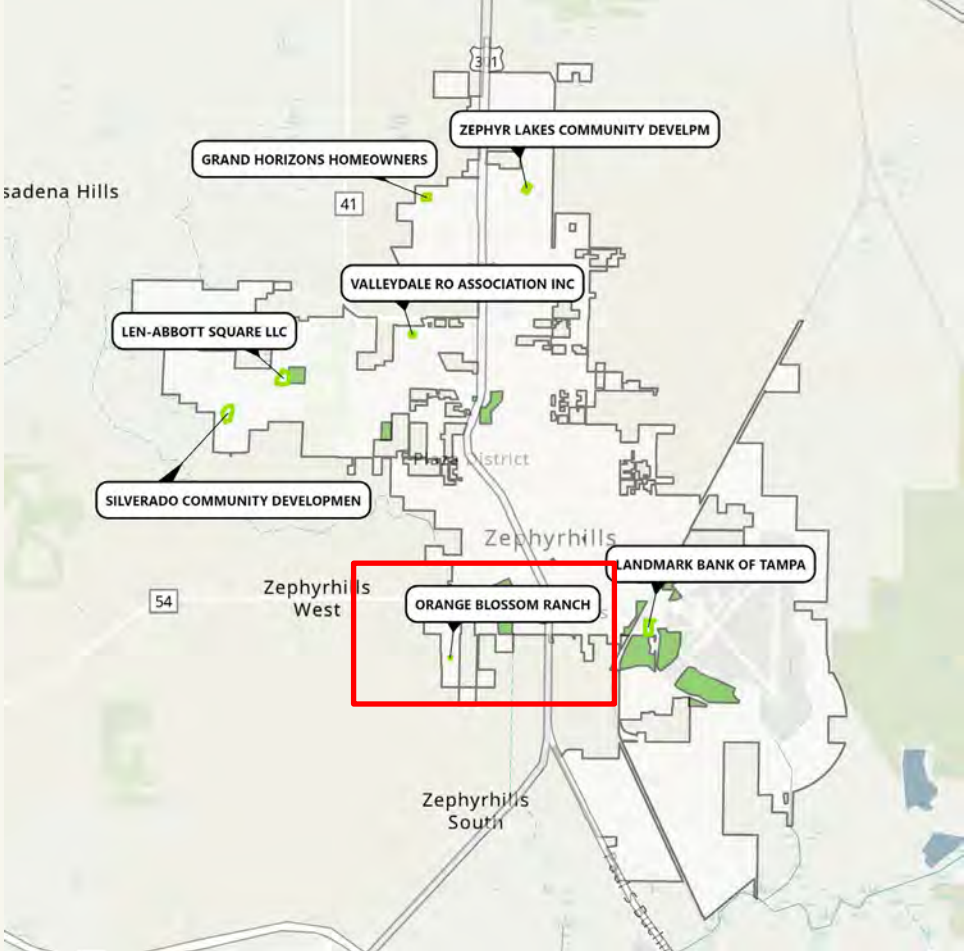
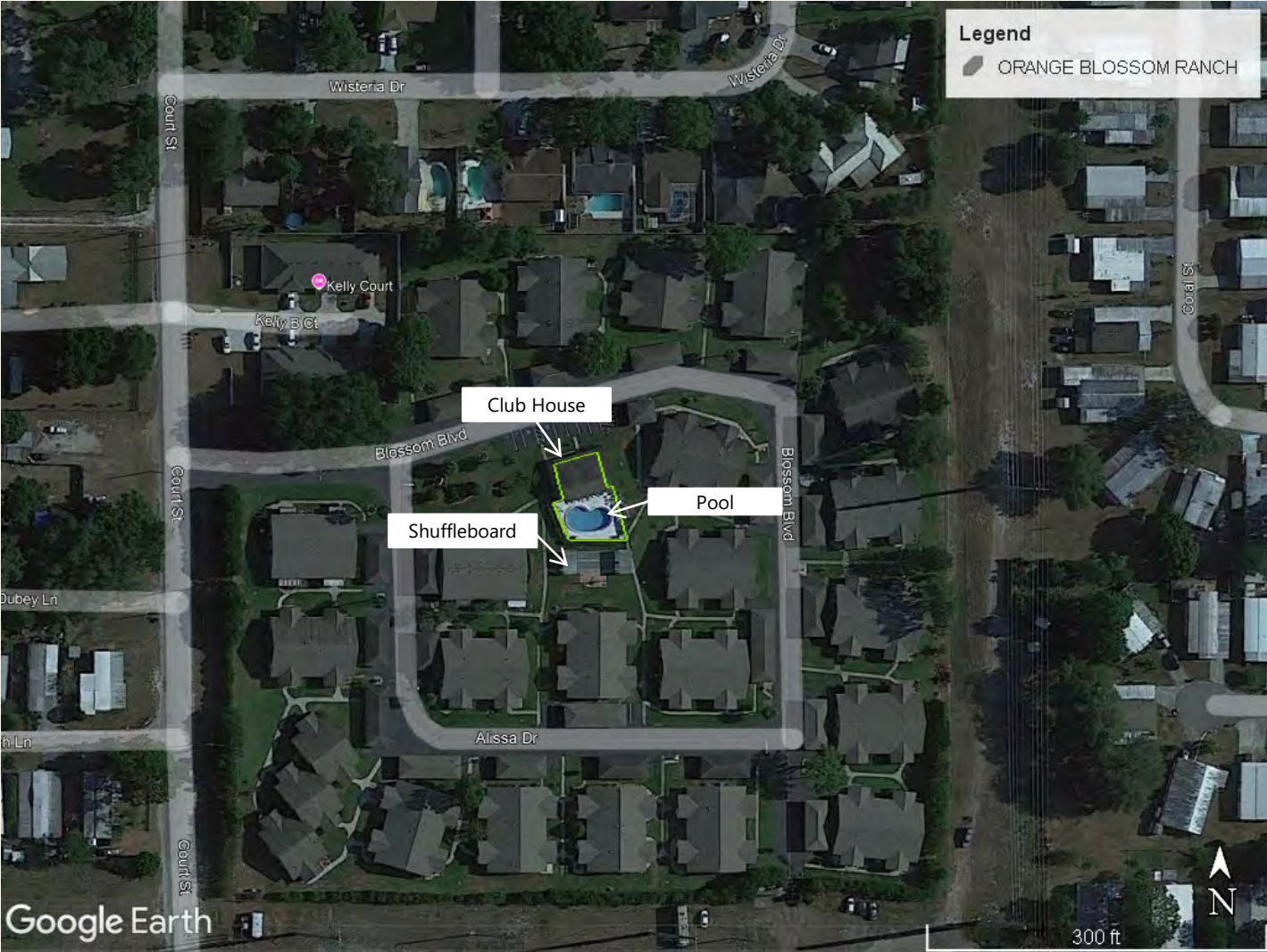
- Considers:
 - Existing HOA Parks
 - Existing Residential Areas
 - Residential Future Land Use Areas
 - City-Owned Properties in Underserved Areas over 2+ acres in size



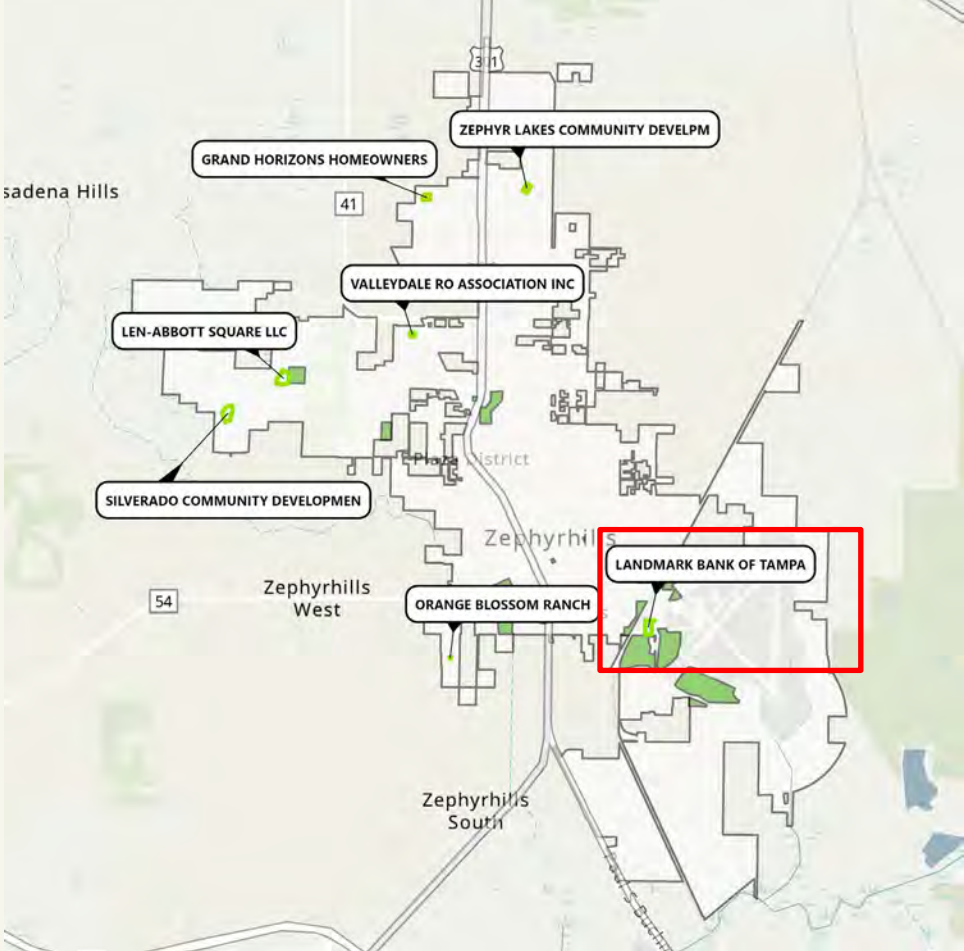
HOA Parks



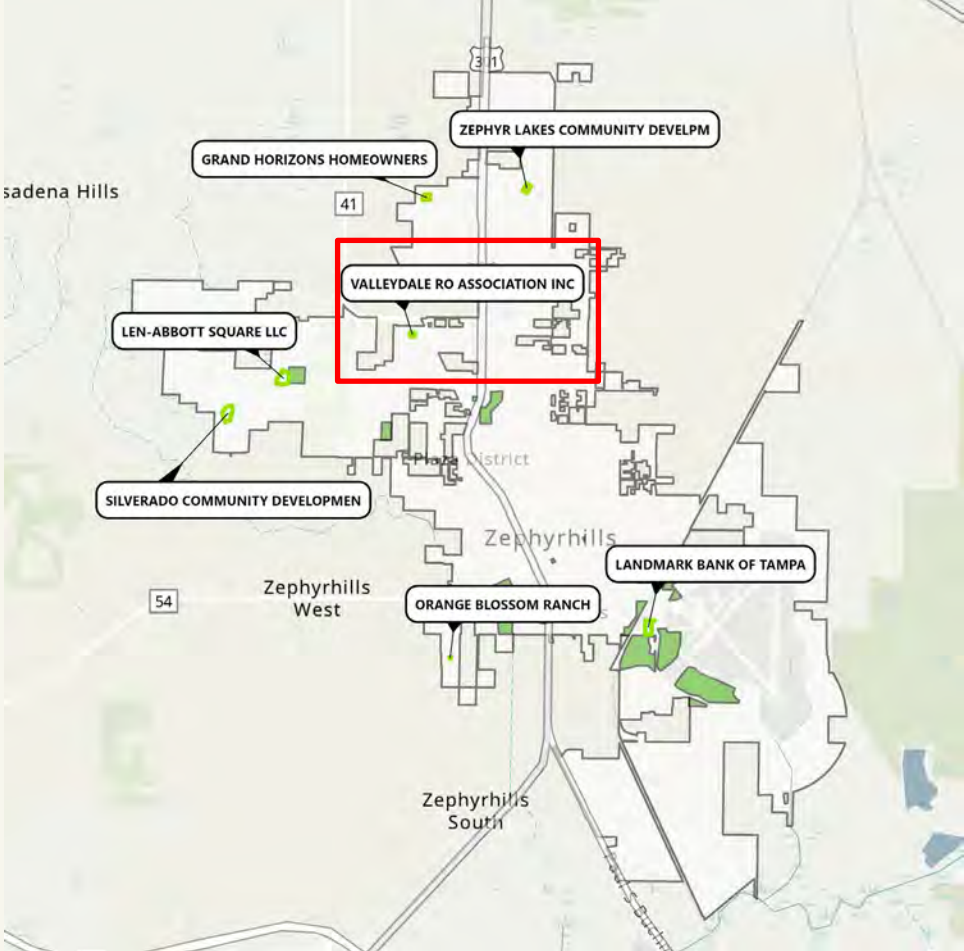
HOA Parks



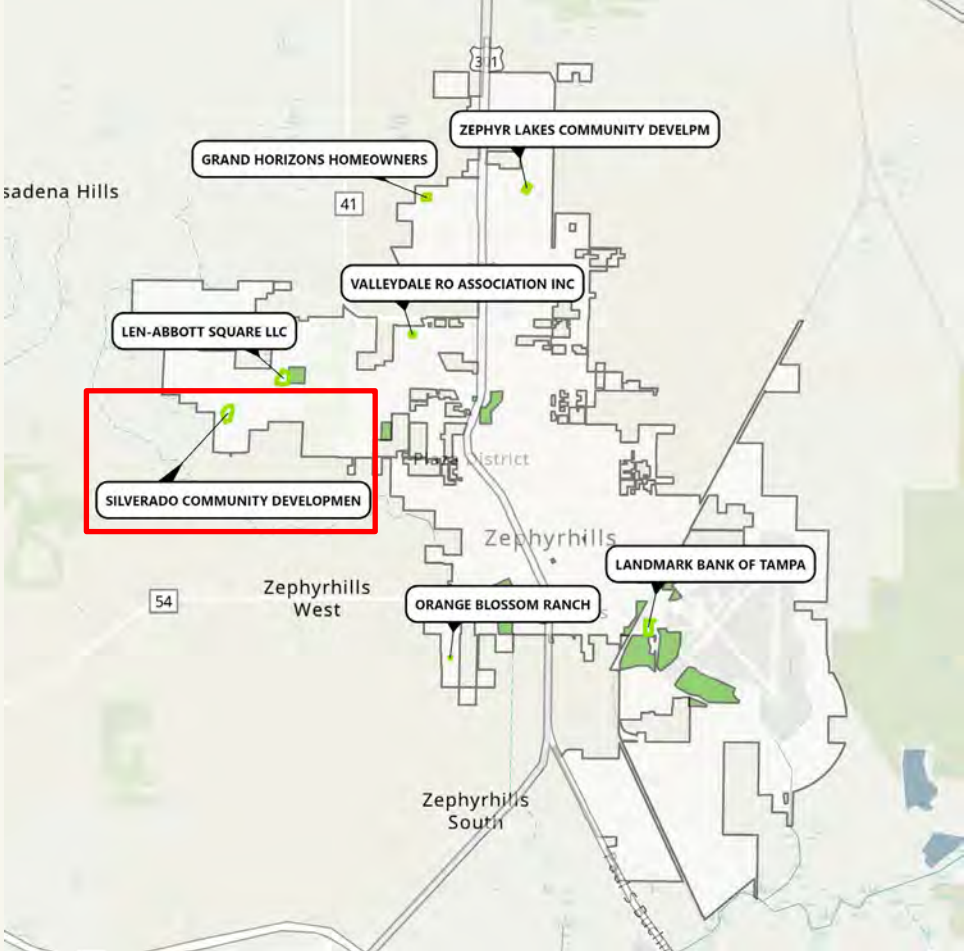
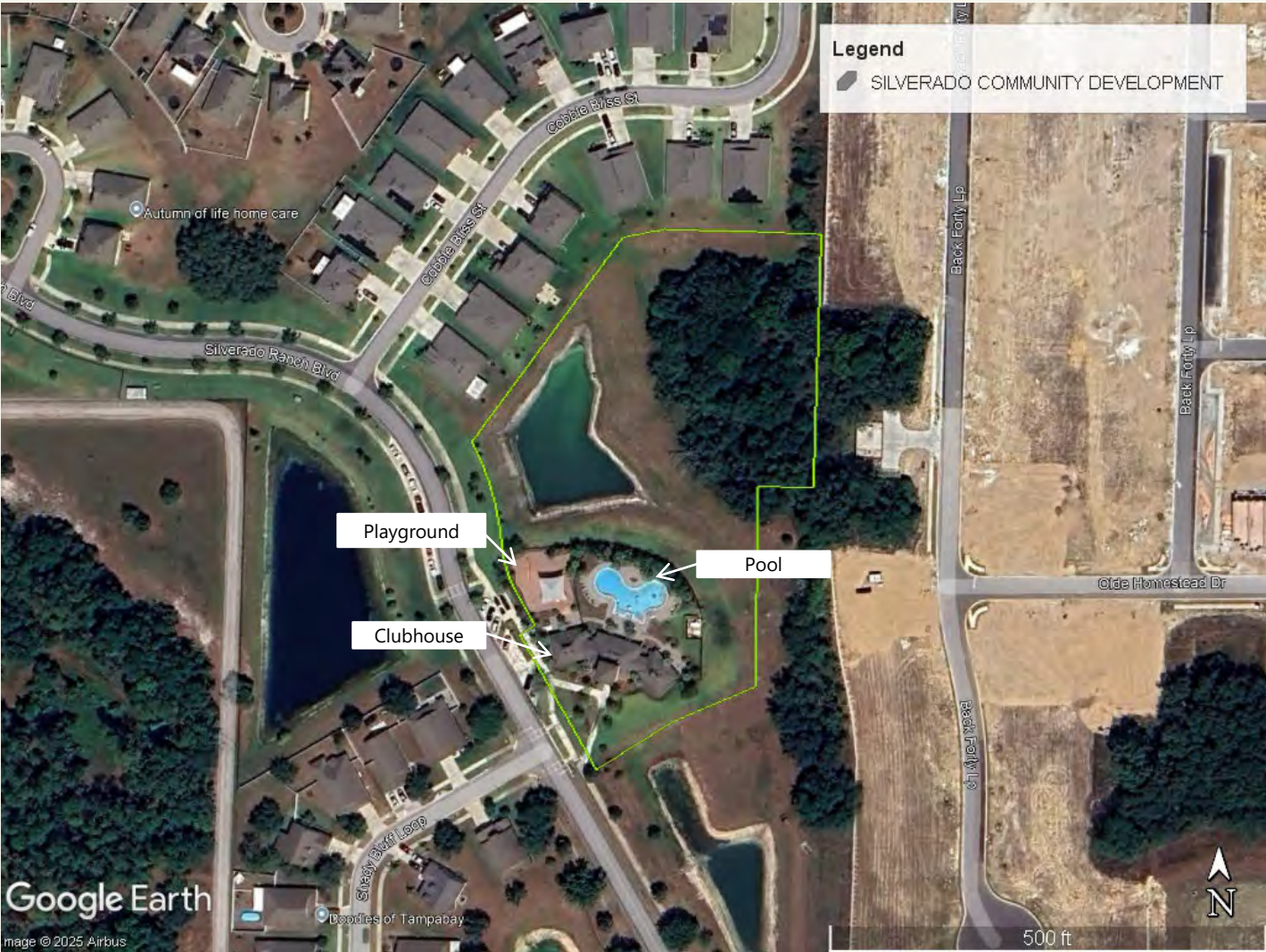
HOA Parks



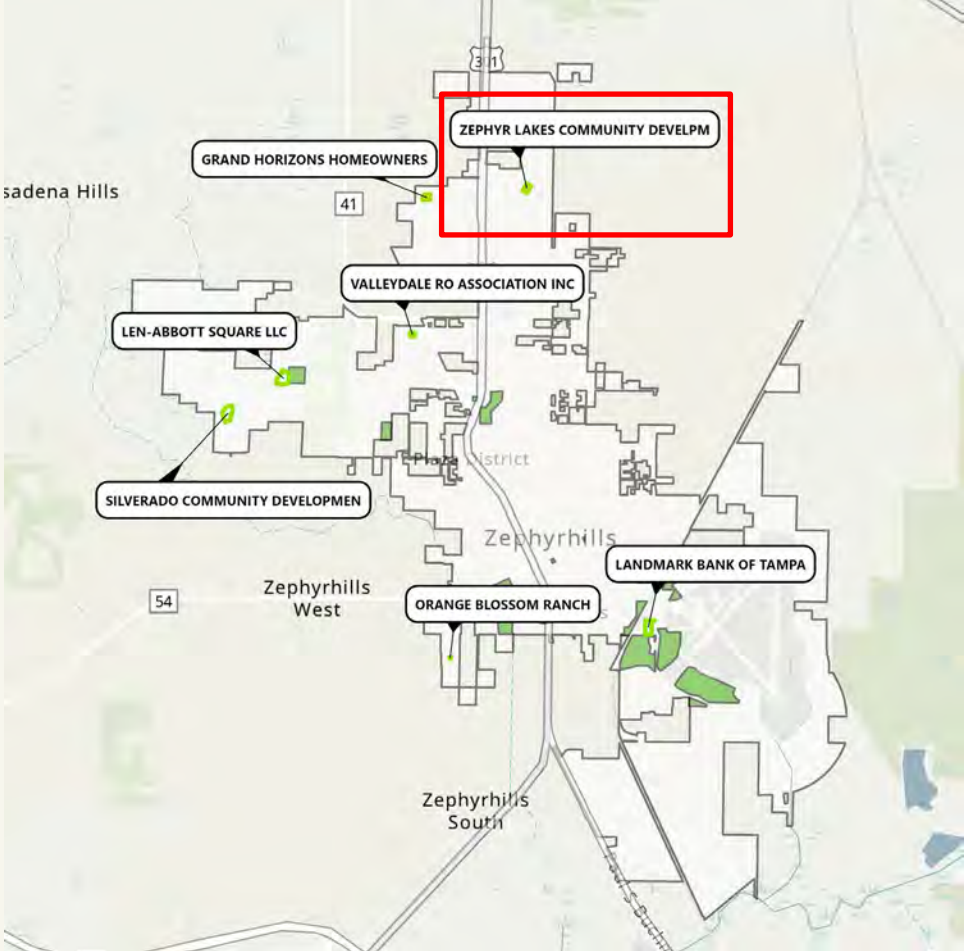
HOA Parks



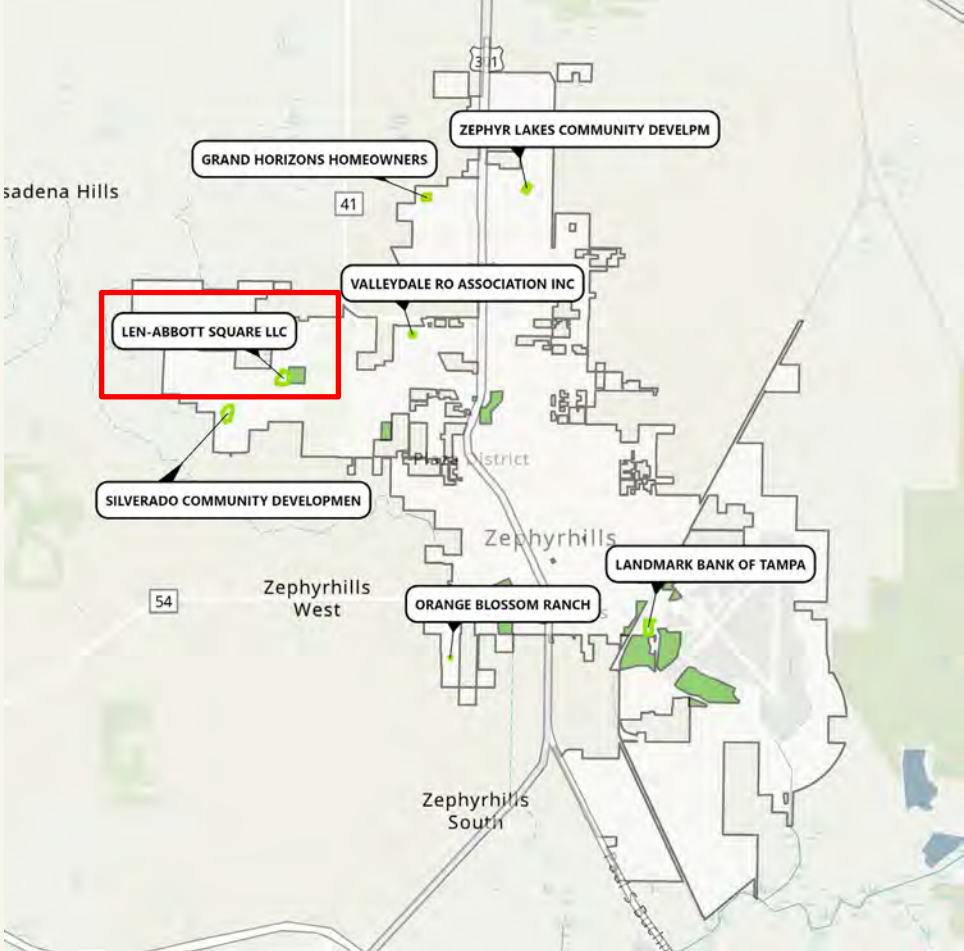
HOA Parks



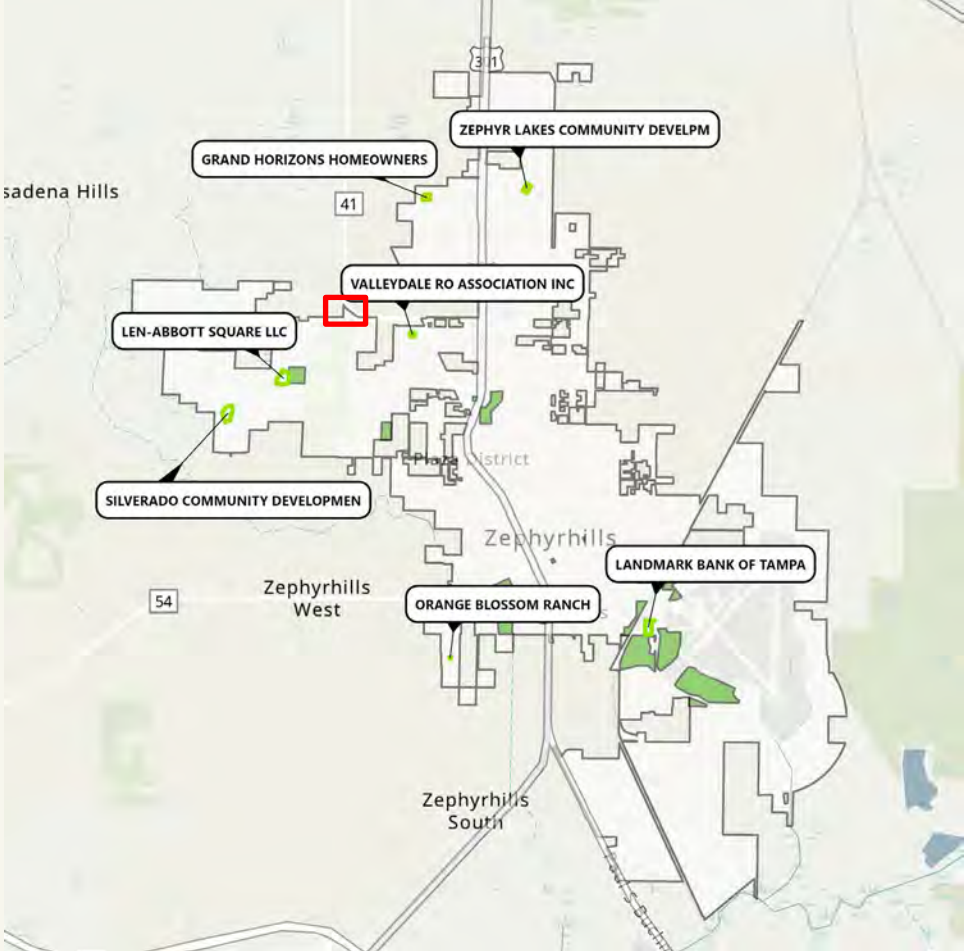
HOA Parks



HOA Parks



City Owned Property



10-Minute Drive

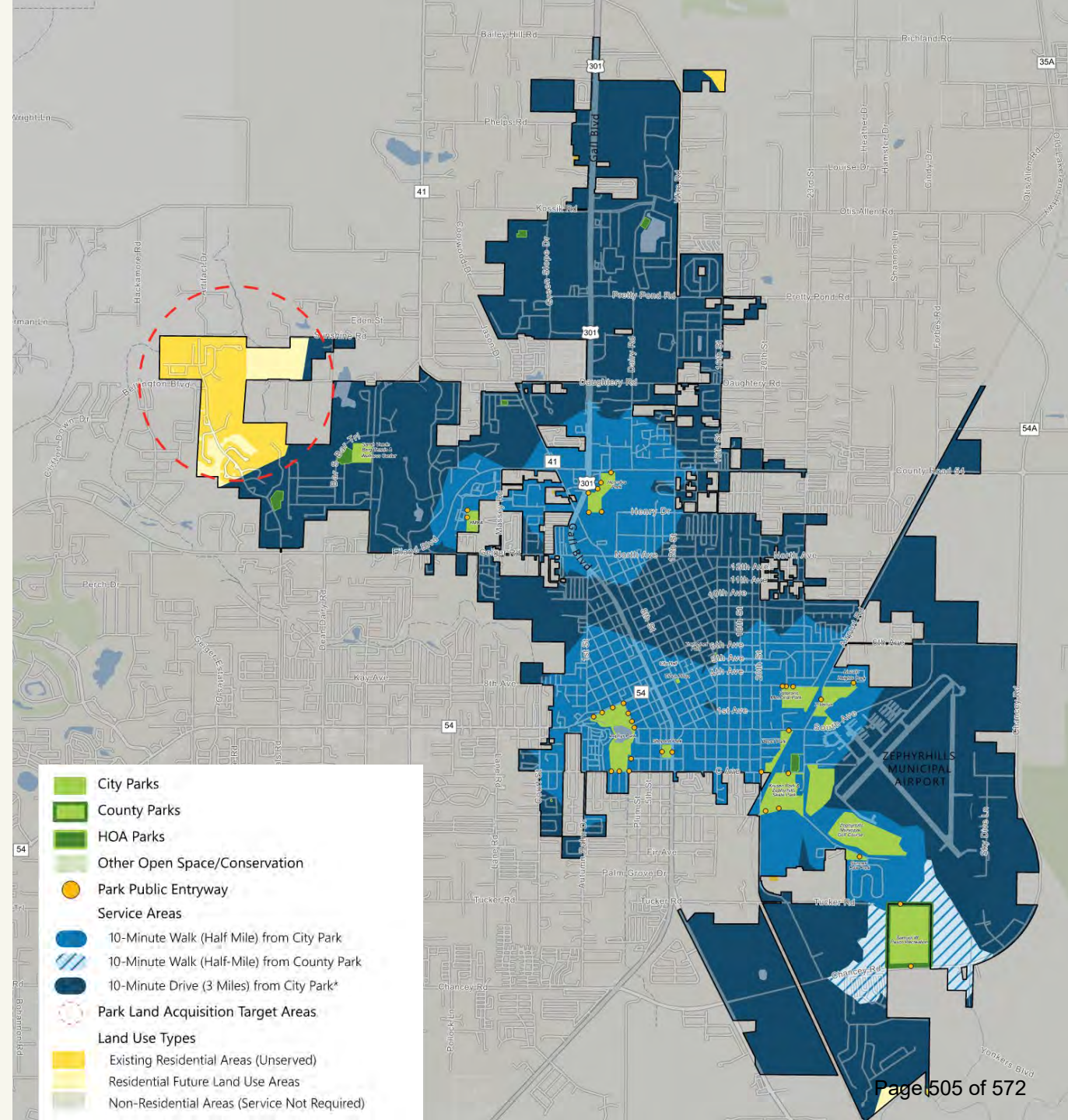
Excludes parks with limited access and parks under 2 acres:

- Clock Plaza
- Sarah Vande Berg Tennis & Wellness Center
- Transplant Park
- Zephyrhills Golf Course

Samuel W Pasco shown in a different hatch

10-Minute Drive service area applies only to the following parks:

- Hercules Park
- Krusen Park
- Veterans Memorial
- Zephyrhills Community Venue
- Zephyr Park

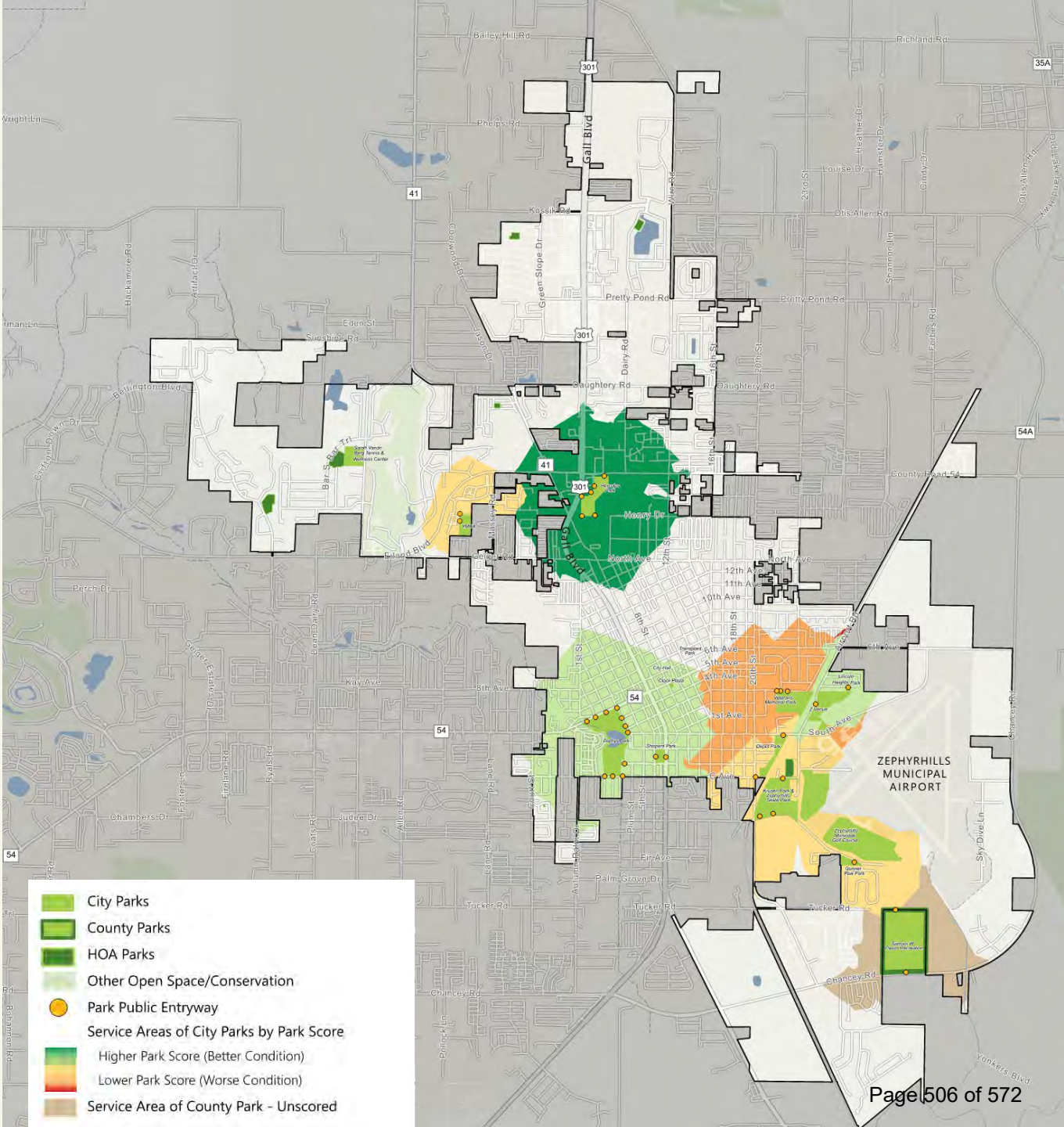


Park Score

- As applied to 10-Minute Walk service area
- High scores supersede lower scores

	Park Score	Asset Score	User Experience Score
Clock Plaza*	1.9	2.0	1.9
Depot Park	1.7	1.7	1.8
Gunnar Paw Park	1.8	1.8	1.9
Hercules Park**	3.0	3.0	
Krusen Park	1.8	1.6	1.9
Lincoln Heights Park	2.0	2.3	1.8
Shepard Park	1.3	1.1	1.4
SVB***			
Transplant Park*	1.7	1.5	1.8
Veterans Memorial Park	1.7	1.5	2.0
YMCA	1.8	1.8	1.8
Zephyrhills Community Venue	1.2	1.5	0.9
Zephyr Park	1.9	1.8	2.0
Zephyrhills Golf Course***			

* Under 2 acres
**Under construction, no site visit performed, all new amenities
*** Operated privately



2 **Visioning**

Guiding Principles

Guiding Principles

Parks and
Recreation
Today

***What can we do with
what we have?***

Parks and
Recreation
Future

***How can we grow into
the future?***

Parks and
Recreation
Today

*What can we do
with what we have?*

1. Maintain and Improve Existing

Goal

- Prioritizing the maintenance and improvement of existing parks will ensure that a consistent high-quality standard is provided at all parks throughout the City.

Objectives

- Balance new growth with continued maintenance and improvement of existing City parks.
- Provide standardized high-quality parks throughout the City.

Implementation Strategies

- Improve existing parks to meet newly established Site Equity Standards by implementing Park Recommendations.
- Replace and renovate amenities and furnishings nearing the end of their useful life cycle.
- Maintain GIS-asset inventory for future tracking.
- Implement Zephyr Park Master Plan.
- Incorporate Sustainability Guidelines into park enhancements.

Parks and
Recreation
Today

*What can we do
with what we have?*

2. Improve Walkability and Connectivity

Goal

- Providing safe and comfortable pathways both to parks and within parks will remove barriers to park use, widen transportation choices, and enhance livability

Objectives

- Provide ADA accessible parking and pathways to all park amenities.
- Ensure connectivity between amenities to remove barriers to use.
- Provide safe crossings into parks from residential.
- Expand opportunities for walking, running, and biking throughout the City.

Implementation Strategies

- Conduct ADA Transition Plan to identify ADA improvements needed within parks.
- Expand sidewalk network within parks to suitably connect park amenities and provide walking loops.
- Identify and implement pedestrian crossing locations and interventions connecting parks to adjacent residential uses.
- Determine and evaluate potential trails throughout the City.

A circular inset image on the left side of the page shows a woman with dark hair in a bun, wearing a striped shirt and jeans, sitting on a wooden park bench and reading a book. The background is a lush green park with trees.

Parks and
Recreation
Today

*What can we do
with what we have?*

3. Enhance User Experience and Comfort

Goal

- Enhancing user experience and comfort will increase the functionality of parks enhancing their general appeal and increasing usage.

Objectives

- Create comfortable parks that encourage visitors to linger and return.
- Support feelings of safety within parks and discourage undesired and nuisance activity.

Implementation Strategies

- Preserve existing tree canopy of healthy large trees.
- Provide tree canopy along pedestrian paths, parking lots, and near park amenities to increase shade cover.
- Address shade through shade structures as appropriate.
- Improve existing parking areas including restriping, signage, additional lighting, and shade tree canopy.
- Provide area lighting at all parks to enhance natural surveillance.
- Consider expanding park hours to provide park use opportunities on cool Florida evenings.
- Incorporate CPTED Design Guidelines into park enhancements.



4. Communicate Offerings

Goal

- An integrated communication strategy will ensure residents are aware of park offerings and enhance transparency.

Objectives

- Establish consistent visual branding throughout parks to enhance awareness of park offerings.
- Reach City residents through clear and constant communication of offerings.

Implementation Strategies

- Develop a park system brand and implement standardized signage and wayfinding throughout the park system.
- Improve and expand communication strategies to include broad coverage including email, social media, and text messages along with traditional forms of communication.

Parks and
Recreation
Future

*How can we grow
into the future?*

5. Deliver Park Services

Goal

- A proactive approach to the provision of park services in the face of growth will ensure that the park system will continue to meet the demands of both new and existing residents.

Objectives

- Strive to provide all residents of Zephyrhills with park access within a 10-minute walk.
- Provide park amenities to respond to residents' changing needs and desires.
- Supply nature-based recreation opportunities to allow residents to experience nature and foster stewardship for the natural environment.

Initial Guidance

- Implement Park Recommendations to incorporate new park amenities.
- Utilize existing vacant land, collaborate with partners, such as developers and Pasco County, and/or acquire land to develop parks in key locations as determined through the Level of Service Vision Map.
- Incorporate Sustainability Guidelines into park enhancements.

Parks and
Recreation
Future

*How can we grow
into the future?*

6. Increase Program Offerings

Goal

- Increasing program offerings will meet the expressed need of community residents and enhance access to healthy lifestyles.

Objectives

- Support and promote youth and teen programs.
- Support and promote disability-friendly program offerings.
- Provide team sports and athletic programs.
- Increase access to aquatics programs.
- Grow adult/senior programming.

Initial Guidance

- Leverage existing partnerships with Pasco County and YMCA to meet recreation needs.
- Follow guidance of 7. Provide Recreation Places: Buildings and Facilities and 8. Expand Operations.

Parks and
Recreation
Future

*How can we grow
into the future?*

7. Provide Recreation Places: Buildings and Facilities

Goal

- Recreation facilities will support expanded program offerings and help to meet the recreational needs of the community.

Objectives

- Provide public indoor sports courts/ gymnasium.
- Provide aquatics.
- Provide recreation center.

Initial Guidance

- Consider improvements to the YMCA facility.
- Determine future of Alice Hall Community Center.
- Partner with Pasco County to develop and operate a recreation center including indoor gymnasium and aquatics.

Parks and
Recreation
Future

*How can we grow
into the future?*

8. Expand Operations

Goal

Expanding Operations will support additional functions to be provided by the parks system beyond those currently available to enhance quality of life within Zephyrhills.

Objective

- Create a dedicated parks and recreation department.
- Maintain and expand City partnerships.
- Establish dedicated funding sources for department operations.

Initial Guidance

- Develop Operations & Maintenance Master Plan to understand staffing and funding needs.
- Develop partnership strategy to provide recreation within the City. Consider existing partners such as the YMCA and Pasco County.
- Explore new funding mechanisms, such as dedicated sales tax or user fees.
- Develop fee structure approach and philosophy.

Phase II - Next Steps

Future Expansion:

- Identify areas to target for future park development
- Work with Pasco County to address regional parks.
- Coordinate start of formal parks and recreation department and associated programming.

Visioning:

- Develop guiding principles
- Goals and objectives
- **General park site design, CPTED and sustainability guidelines**



Capital Improvement Plan and Recommendations

- Necessary improvements to existing park facilities
- Cost of renovating existing parks and recreation facilities.
- Costs and projects outlined and prioritized for 10-year horizon
- Other recommendations to further Guiding Principles



Parks and Recreation Master Plan

Staff Workshop +
CRA Workshop

March 19, 2025



Zephyrhills, FL

Parks and Recreation Master Plan

PHASE II

Master Plan



September 2025

Prepared for:



Zephyrhills City Hall
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Zephyrhills, FL 33542

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Our mission is to provide clean and safe parks, facilities, open spaces, and leisure activities for the citizens and visitors of Zephyrhills.

–CITY OF ZEPHYRHILLS PARKS & RECREATION MISSION STATEMENT

Introduction

The City of Zephyrhills Parks and Recreation Master Plan provides a blueprint for the improvement and enhancement of the park system. This Master Plan has been developed in multiple phases. The previous phase, completed in 2024, included a review of existing conditions along with public engagement—forming the foundation of the Master Plan. The existing conditions review resulted in a baseline understanding of the existing inventory of parks and facilities within the system, providing a context for planning and preliminary market research for future programming. Additionally, public engagement, which included public workshops and a statistically-valid survey, provided an understanding of the recreation needs and desires expressed by the community.

This current phase synthesizes that information to build a vision for parks, offering specific recommendations for improving the existing park system and guidance to meet recreation needs. Recommendations are built on a framework developed specifically to suit the needs of Zephyrhills and considers development patterns, availability of land, expressed needs and desires, and future growth. Furthermore, an implementation strategy that includes Capital Improvements Planning and timeframes has been developed to provide guidance throughout the implementation process.

TABLE 1. ZEPHYRHILLS PARKS LEGEND

PARK ID	ZEPHYRHILLS PARKS
1	Clock Plaza
2	Depot Park
3	Gunner Paw Park
4	Hercules Park
5	Krusen Park & Zephyrhills Skate Park
6	Ellis Harrold Park (formerly Lincoln Heights)
7	Shepard Park
8	Sarah Vande Berg Tennis & Wellness Center
9	Transplant Park
10	Veterans Memorial Park
11	YMCA
12	Zephyrhills Community Venue
13	Zephyr Park
14	Zephyrhills Golf Course

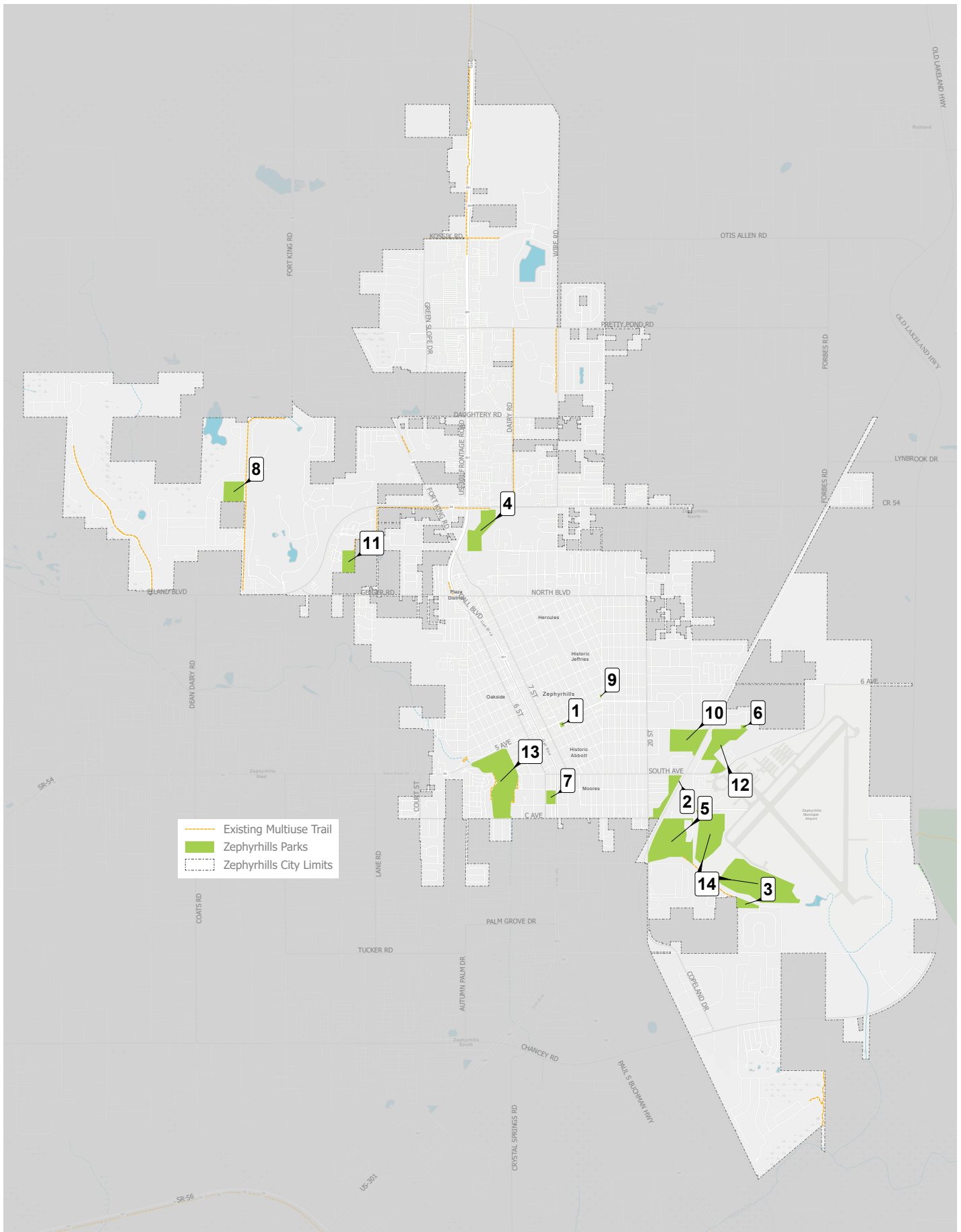


FIGURE 1. CITY OF ZEPHYRHILLS PARKS





01.

Parks as a System

Based on the assessment of the existing conditions of individual parks, the following section builds an understanding of how these parks work together as a system to provide for the recreational needs of the community. A Level of Service (LOS) analysis helps determine both the current service provided and the gaps in service. LOS may be analyzed through various lenses for a robust understanding of system functioning. Acreage LOS measures the number of park acres available to residents as a ratio of total population to determine capacity needs within the system. Geographic LOS examines the geographic distribution of parks within the city and whether residents are able to reach parks within a close distance from their residence. Finally, Quality LOS determines the functional service provided by existing parks by evaluating current park condition available to park users within a determined walkshed.

IN THIS CHAPTER

- + Acreage LOS
- + Geographic LOS
- + Quality LOS

Acreage Level of Service

Recommendations

According to the Recreation and Open Space Element of the City’s adopted Comprehensive Plan, an acreage-based LOS standard is in place for “Local Parks”, which is described as a combination of neighborhood parks and community parks provided by the City. This standard requires that the City provide 4 acres of local parks per 1,000 persons.

The current LOS measurement includes all City parks, with the exception of Zephyrhills Golf Course and the Zephyrhills Community Venue—neither of which is open for daily public use. Based on these calculations, the City is currently satisfying its LOS requirements. Population projection data demonstrates an anticipated population growth to 29,829 residents by 2050, representing a 60% increase. Maintaining the current LOS standard would enable the City to remain in a surplus until 2050, at which point it would reach a deficit of 4.3 acres of local parks.

LOS metrics aim to measure the provision of park access for city residents. Based on limitations of public access and barriers to the implementation of publicly accessible

amenities at the Sarah Vande Berg Tennis & Wellness Center, it is recommended that this property be excluded from the LOS calculation to provide a better understanding of barrier-free publicly accessible parkland. Based on the removal of Sarah Vande Berg Tennis & Wellness Center from this calculation, the LOS would reach a deficit of 6.5 acres by 2045.

While the Sarah Vande Berg Tennis & Wellness Center faces limitations to the provision of barrier-free publicly accessible park amenities, there are opportunities to improve underutilized park land to continue to satisfy LOS requirements. The Zephyrhills Community Venue could be enhanced to allow daily access through gates, along with additional amenities. There may also be an opportunity to reimagine the Zephyrhills Golf Course as a publicly accessible park. Improvements to either or both of these properties would result in fulfillment of the LOS standard through 2050.

TABLE 2. PARK LEVELS OF SERVICE FOR THE CITY OF ZEPHYRHILLS (2010-2050)

YEAR	2010	2020	2023	2025	2030	2035	2040	2045	2050
Total Population	13,288	17,194	18,556	20,210	22,604	24,743	26,642	28,300	29,829
Acreage Needed	53.2	68.8	74.2	80.8	90.4	99.0	106.6	113.2	119.3
Acreage Provided	115.0	115.0	115.0	115.0	115.0	115.0	115.0	115.0	115.0
Surplus / Deficiency	61.8	46.2	40.8	34.2	24.6	16.0	8.4	1.8	-4.3
PARK LOS STANDARD DERIVED FROM ADOPTED COMPREHENSIVE PLAN (2010): 4 ACRES PER 1,000 POPULATION									
SOURCE: SHIMBERG CENTER FOR HOUSING STUDIES DATA CLEARINGHOUSE (2023), ESRI (2023), PARK ACREAGE DERIVED FROM GIS DATA									

Geographic Level of Service

Purpose

Traditionally, park planning has been guided by LOS standards, which focus on minimum acreage requirements and the allocation of specific park amenities based on population size. While these standards may be met in theory, they often result in park systems that are unevenly distributed, leaving many residents without adequate access. A common issue within this approach is the geographic disparity in park availability. To address this, a Geographic LOS framework is employed to identify and prioritize underserved areas—first by pinpointing locations with no park access, then by recognizing areas with lower-quality parks that still fail to provide equitable service. Understanding the Geographic LOS will ultimately help inform future system improvements and acquisitions—ensuring that parks are equitably distributed and accessible to all residents of Zephyrhills.

Methodology

An assessment of park accessibility in the City of Zephyrhills was conducted through a two-phase GIS-based network analysis. Both stages of the study incorporated park entry locations—identified using aerial imagery and referencing park master plans—along with the existing transportation network to determine service areas. The analysis identified sections of the city within a 10-minute walking distance from park entrances (approximately 1 half-mile) and those within a 10-minute drive to parks and recreation facilities (around 3 miles). Factors such as road hierarchy, one-way streets, and the presence or absence of sidewalks/trails were also considered, ensuring the service area reflects actual access points.

A 10-minute walk to a park is widely accepted as a reasonable distance that residents are likely willing to travel by foot, aligning with national standards in parks and recreation planning. The additional evaluation based on a 10-minute drive accounts for the city's varied development patterns, distinguishing between the more connected grid-based downtown core and the suburban-rural residential areas on the outskirts. While the downtown district is not highly urbanized, its layout fosters easier connectivity, whereas rural residential areas may necessitate longer drives to access parks.

10-Minute Walk

The 10-Minute Walk analysis evaluating LOS included all publicly accessible City parks that are larger than pocket parks. The 10-minute service areas for each park entrance were layered to create a coverage “bubble” around each park, represented in blue. Certain parks were excluded from the study—e.g., pocket parks, such as Clock Plaza and Transplant Park; as well as privately operated parks that do not provide daily public access, such as Zephyrhills Golf Course and the Sarah Vande Berg Tennis & Wellness Center. Additionally, the analysis incorporated a 10-minute walk to the nearby Samuel Pasco Athletic Park (denoted with a blue hatch), which, although not maintained by the City, is frequently used by residents due to its proximity to city limits.

The findings highlighted significant portions of the city where existing residents (marked in dark yellow) and potential future residential areas (marked in light yellow) lack access to a park within a 10-minute walk, particularly in the northern and western regions, sections of downtown, and the southern part of the city. While downtown is more interconnected than the outskirts, it still has gaps in walkable park access. However, the presence of HOA parks (represented in dark green) may provide temporary relief for these underserved areas by serving neighborhoods with limited park access. Lastly, some areas do not require park service (shown in gray), such as commercial and industrial zones as well as the Zephyrhills Municipal Airport.

These gaps will be used in the land acquisition strategy.

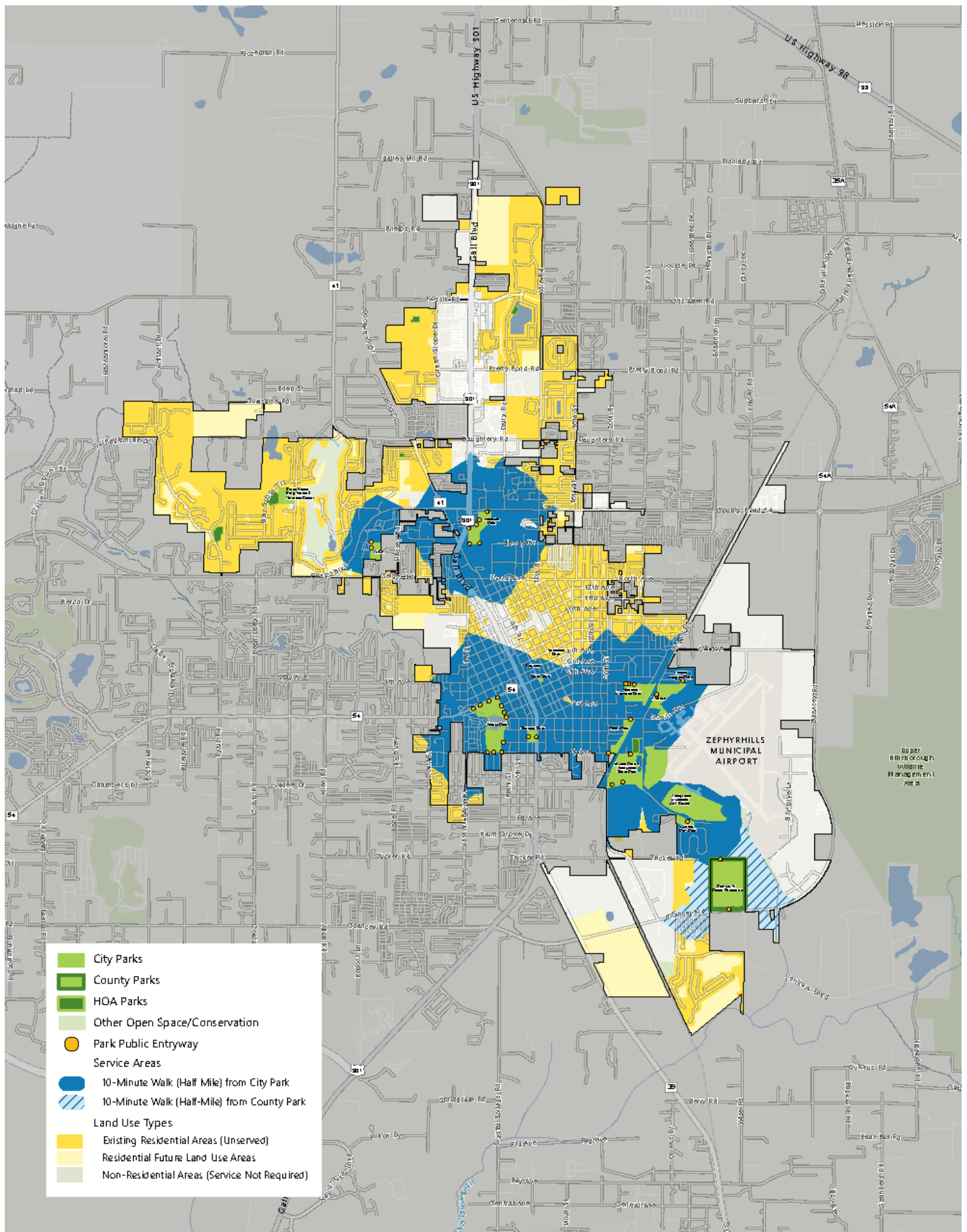


FIGURE 2. ZEPHYRHILLS PARKS 10-MINUTE WALKSHED

10-Minute Drive

The 10-Minute Drive analysis assessing LOS considered all publicly accessible City parks that are larger in scale and provide amenities that serve both individual neighborhoods and the broader community. These parks include Hercules Park, Krusen Park, Veterans Memorial Park, Zephyrhills Community Venue, and Zephyr Park.

To illustrate accessibility, the 10-minute service areas for each park entrance were layered to create a coverage “bubble” around each park, represented in blue, complementing existing 10-minute walk access. Privately operated parks that do not provide daily public access—e.g., Zephyrhills Golf Course and Sarah Vande Berg Tennis & Wellness Center—were excluded from the analysis.

Findings indicate significant portions of the city lack access to a park within a 10-minute drive for residents (marked in dark yellow) and potential future residential areas (marked in light yellow), with the western region of the city being particularly underserved. The presence of HOA parks (represented in dark green) could mitigate these gaps by providing local recreational space for those western neighborhoods with limited park access. Additionally, some areas—such as commercial zones, industrial zones, and Zephyrhills Municipal Airport—do not require park service and are represented in gray.

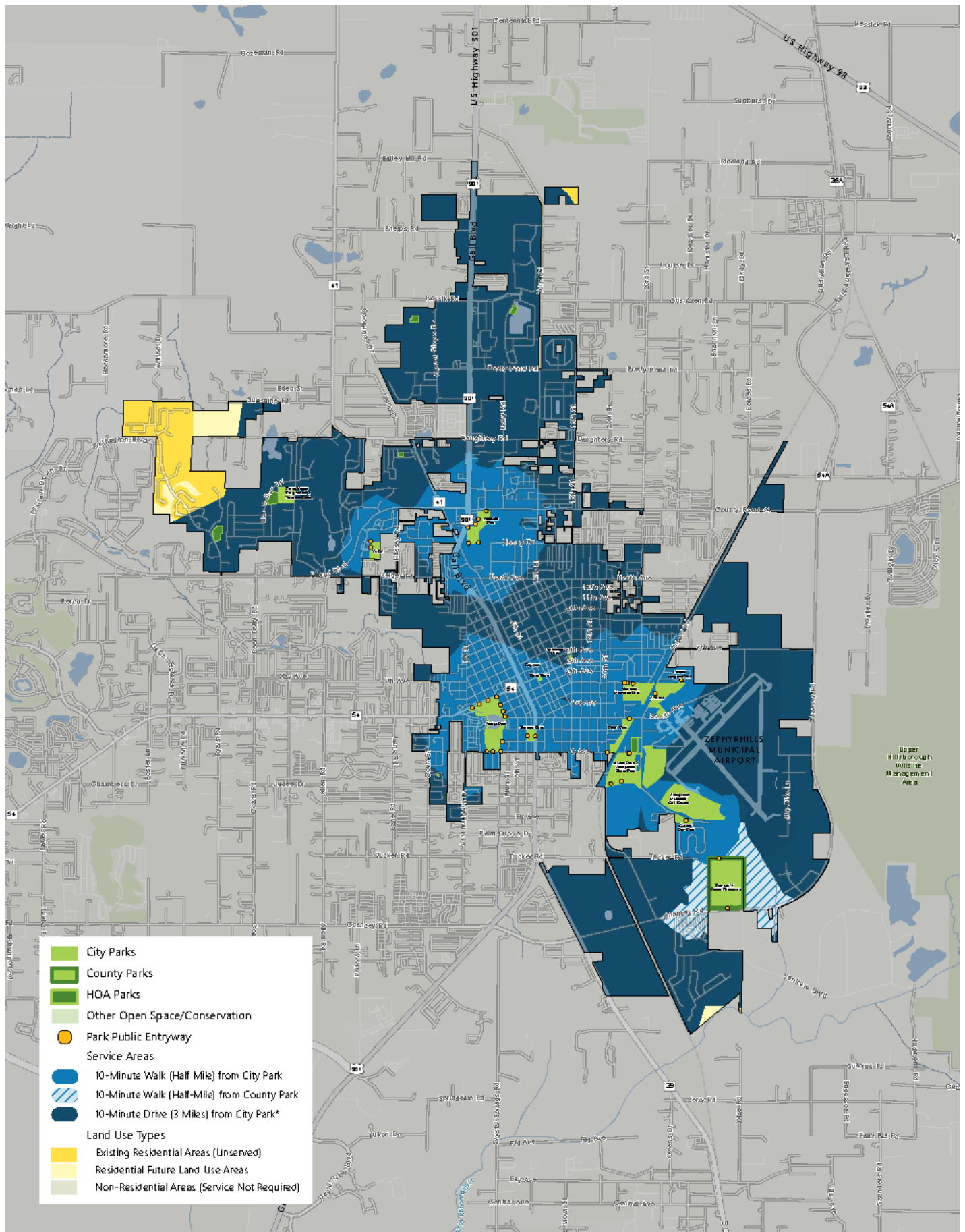


FIGURE 3. ZEPHYRHILLS PARKS 10-MINUTE DRIVESHED

Quality Level of Service

Park Scores

The following park scores have been developed, resulting from the park evaluations. Each park score consists of an Asset Score, reflecting the conditions of the individual park assets, and the Design & Ambiance score, providing a holistic overview of the user experience. The final park score represents the average of both of these scores.

Asset Score

The GIS inventory gathered information on existing amenities such as courts, fields, and playgrounds as well as supporting infrastructure such as lights and benches. Items were individually rated as Exceeds Expectations (3), Meets Expectations (2), Below Expectations (1), or Functionally Obsolete (0).

Design and Ambiance Score

The Design and Ambiance evaluation is designed to provide insight into user experience of each park site and provide context for current usage and factors contributing to that usage. Evaluation consisted of field notes evaluating park ambiance, functionality, safety and comfort, and accessibility. Following this evaluation, observations were converted into scores to provide a comparative tool for user experience following the same scale as the GIS inventory. Park types and site constraints were taken into consideration in assigning scores for these categories.

Function

The following factors were considered to determine a park's function.

- First Impression – Is the park welcoming?
- Comfort – Is there sufficient shade? Places to sit?
- Things to Do – Are there a variety of recreational amenities present?

- Functionality – Are amenities used per their intended use? Does the park have regular users?
- Circulation Patterns – Are there clear pathways and identifying wayfinding?
- Inclusivity – Does the park provide amenities for all ages and abilities? Are amenities ADA compliant?
- Sociability – Does the park provide spaces for gathering and socializing?
- Sense of Place – Does the park feel like a City park?
- Infrastructure – Are there any overarching structural issues, e.g., sidewalk buckling, drainage issues?

Accessibility

- Pedestrian Access – Can pedestrians/cyclists safely reach the park?
- Daily Park Access – Is the park open for daily use?
- Clear and Marked Entrances – Are park entries marked?
- ADA Accessibility – Does the park meet ADA requirements?

Safety

- Visibility – Does the park provide a reasonable line of sight to all amenities from parking lot/entry points?
- Hazards – Are there any safety hazards present?
- Stewardship – Are there regular park users? Community organizations?

TABLE 3. PARK SCORES MATRIX

PARK NAME	Clock Plaza	Depot Park	Gunnar Paw Park	Hercules Park*	Krusen Park	Ellis Harrold Park	Shepard Park	SVB**	Transplant Park	Veterans Memorial Park	YMCA	Zephyrhills Community Venue	Zephyr Park	Zephyrhills Golf Course**
PARK SCORE	1.9	1.7	1.8	3.0	1.8	2.0	1.3	-	1.7	1.7	1.8	1.2	1.9	-
ASSET SCORE	2.0	1.7	1.8	3.0	1.6	2.3	1.1	-	1.5	1.5	1.8	1.5	1.8	-
Active Amenities	-	0.5	1.5		1.5	2	0		-	-	1	-	2.2	
Passive Amenities	2	1.5	-		1.5	2	-		-	-	-	2	2	
Buildings	2	2.5	2		1.6	-	1.3		-	1	2	-	2	
Sports Courts	-	-	-		1	2	1		-	-	-	-	1	
Sports Fields	-	-	-		1.6	-	-		-	-	-	-	-	
Furnishings	2	1.9	-		2	-	-		2	1.5	2	1	1.9	
Signage	-	2	2		2	3	2		1	2	2		1.7	
DESIGN & AMBIANCE SCORE	1.9	1.8	1.9	-	1.9	1.8	1.4	-	1.8	2.0	1.8	0.9	2.0	-
FUNCTION	2.0	2.1	1.6	-	1.8	1.6	1.1	-	1.7	1.9	1.8	0.7	2.0	-
First Impression	2	3	2		2	2	1		2	2	1	1	2	
Comfort	3	2	1		2	1	2		2	2	2	0	3	
Things to Do	2	2	2		3	2	1		2	1	2	1	3	
Functionality	2	2	1		2	2	0		2	2	2	0	2	
Circulation Patterns	2	2	1		1	1	0		1	2	2	0	2	
Inclusivity	2	2	2		1	1	1		1	2	2	0	2	
Sociability	2	2	2		2	2	2		2	2	2	2	2	
Sense of Place	2	3	2		2	2	2		2	2	2	0	2	
Infrastructure	1	1	1		1	1	1		1	2	1	2	0	
ACCESSIBILITY	2.25	2	2	-	2	1.75	1.5	-	1.75	2	1.5	0	2	-
Pedestrian Access	2	2	2		2	2	2		2	2	1	0	2	
Daily Park Access	2	2	2		2	2	2		2	2	2	0	2	
Clear and Marked Entrances	3	2	2		2	2	1		2	2	1	0	2	
ADA Accessibility	2	2	2		2	1	1		1	2	2	0	2	
SAFETY	1.3	1.3	2	-	2	2	1.7	-	2	2	2	2	2	-
Visibility	2	1	2		2	2	2		2	2	2	2	2	
Hazards	1	1	2		2	2	1		2	2	2	2	2	
Stewardship	1	2	2		2	2	2		2	2	2	2	2	
* UNDER CONSTRUCTION, NO SITE VISIT PERFORMED, ALL NEW AMENITIES, ** OPERATED PRIVATELY														

Quality Level of Service

Utilizing park scores, the Quality LOS assesses the quality of recreation spaces available within close proximity to Zephyrhills residents. This process superimposes park scores over the Geographic LOS service areas to approximate the quality of service provided to different geographic areas of the city. In this analysis, higher scores are layered over lower scores, with the assumption that if a resident lives within overlapping service areas, they will have access to and choose to visit the park with better quality services. This tool serves to understand the condition of recreation opportunities provided and guides prioritization for improving existing parks.

This overlay is based on the Geographic LOS 10-Minute Walk analysis. Therefore, it excludes pocket parks, such as Clock Plaza and Transplant Park, and privately-operated parks that do not provide daily public access, such as Zephyrhills Golf Course and Sarah Vande Berg Tennis & Wellness Center. Additionally, Samuel Pasco Athletic Park is not maintained by the City and is shown as providing an unscored service area.

Based on this analysis, improvements to Shepard Park could have the greatest impact of providing high-quality service to the surrounding community who call this park their only close-to-home park. Improvements may reduce the distance traveled to a park for these residents and increase utilization rates.

TABLE 4. PARKS CONTRIBUTING TO QUALITY LOS

ZEPHYRHILLS PARKS	PARK SCORE
Depot Park	1.7
Gunner Paw Park	1.8
Hercules Park	3.0
Krusen Park & Zephyrhills Skate Park	1.8
Ellis Harrold Park (formerly Lincoln Heights)	2.0
Shepard Park	1.3
Veterans Memorial Park	1.7
YMCA	1.8
Zephyrhills Community Venue	1.2
Zephyr Park	1.9

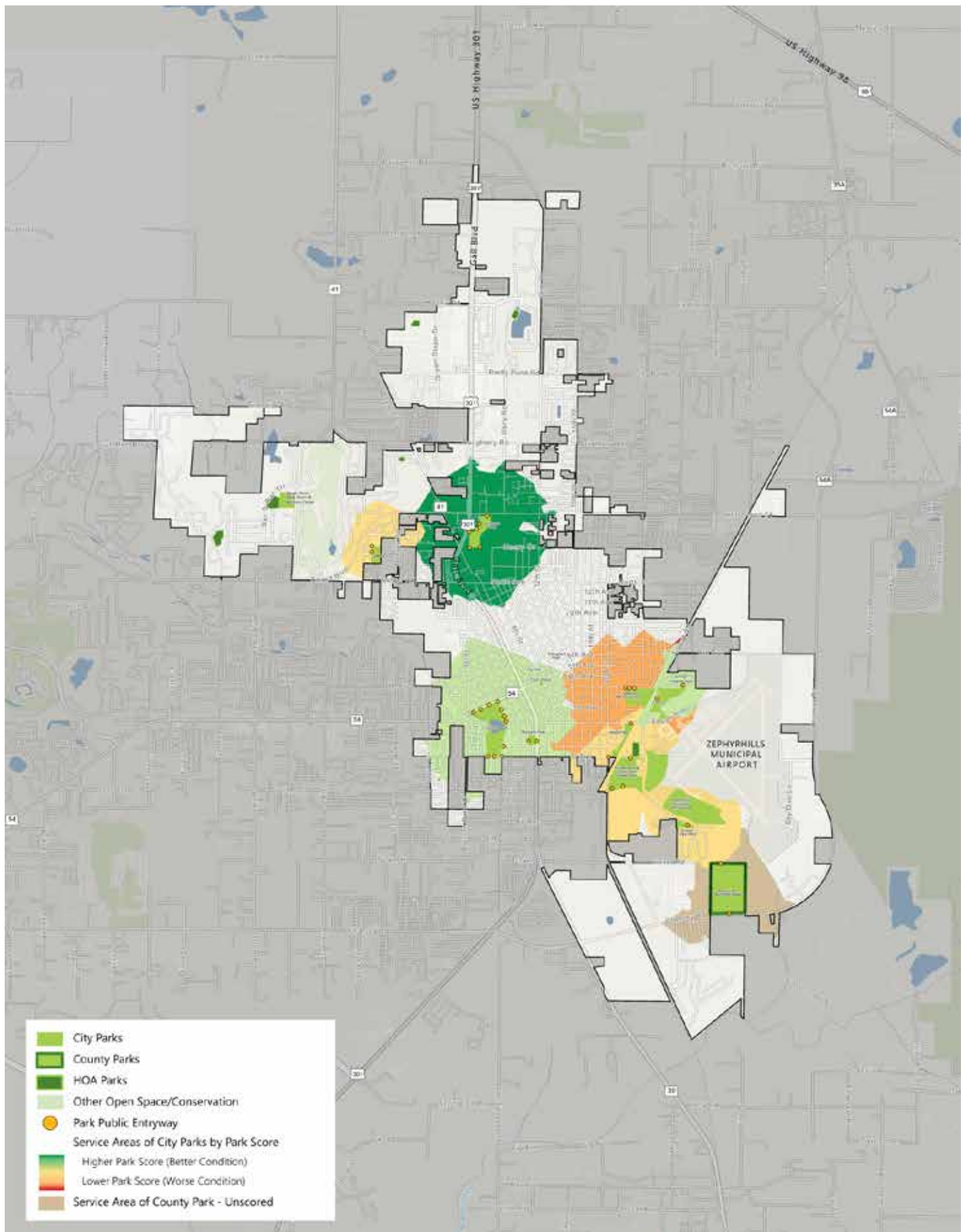


FIGURE 4. ZEPHYRHILLS PARKS QUALITY OF SERVICE





02. Vision

The foundation of the Vision comes from an understanding of the current conditions of the Zephyrhills park system in conjunction with community-identified issues and needs. Guiding Principles provide a blueprint for future decisions regarding parks and recreation within the city. Given the current organizational structure of parks and recreation within Zephyrhills and the City's future goals for expanding its recreation programming, these Guiding Principles have been divided based on the existing system *Today* and Guiding Principles that can guide the system into the *Future*.

IN THIS CHAPTER

+ Guiding Principles

KEY OUTCOME

Prioritizing the maintenance and improvement of existing parks will ensure that a consistent high-quality standard is provided at all parks throughout the city.

Maintain and Improve Existing

Objectives

- Balance new growth with continued maintenance and improvement of existing City parks.
- Provide standardized high-quality parks throughout the city.

Implementation Strategies

- Improve existing parks to meet newly established Site Equity Standards by implementing Park Recommendations.
- Replace and renovate amenities and furnishings nearing the end of their useful life cycle.
- Maintain GIS asset inventory for future tracking.
- Implement Zephyr Park Master Plan.
- Incorporate Sustainability Guidelines into park enhancements.

KEY OUTCOME

Providing safe and comfortable pathways both to parks and within parks will remove barriers to park use, widen transportation choices, and enhance livability.

Improve Walkability and Connectivity

Objectives

- Provide ADA-accessible parking and pathways to all park amenities.
- Ensure connectivity between amenities to remove barriers to use.
- Provide safe crossings into parks from residential areas.
- Expand opportunities for walking, running, and biking throughout the city.

Implementation Strategies

- Conduct ADA Transition Plan to identify ADA improvements needed within parks.
- Expand sidewalk network within parks to suitably connect park amenities and provide walking loops.
- Identify and implement pedestrian crossing locations and interventions connecting parks to adjacent residential uses.
- Determine and evaluate potential trails throughout the city.
- Support other City-led trail projects, such as the Form-Based Code Greenway and CRA trail efforts.

KEY OUTCOME

Enhancing user experience and comfort will increase the functionality of parks enhancing their general appeal and increasing usage.

Enhance User Experience and Comfort

Objectives

- Create comfortable parks that encourage visitors to linger and return.
- Support feelings of safety within parks and discourage undesired and nuisance activity.

Implementation Strategies

- Preserve existing tree canopy of healthy large trees.
- Provide tree canopy along pedestrian paths, parking lots, and near park amenities to increase shade cover.
- Address shade through shade structures as appropriate.
- Improve existing parking areas with feature such as restriping, signage, additional lighting, and shade tree canopy.
- Provide area lighting at all parks to enhance natural surveillance and expand functional park hours to provide park use opportunities on cool Florida evenings.
- Incorporate Crime Prevention Through Environmental Design (CPTED) Design Guidelines into park enhancements.

KEY OUTCOME

An integrated communication strategy will ensure residents are aware of park offerings and enhance transparency.

Communicate Offerings

Objectives

- Establish consistent visual branding throughout parks to enhance awareness of park offerings.
- Reach city residents through clear, consistent communication of offerings.

Implementation Strategies

- Develop a park system brand and implement standardized signage and wayfinding throughout the park system.
- Improve communication strategies by expanding coverage through the use of email, social media, and text messages in addition to traditional forms of communication.

KEY OUTCOME

A proactive approach to the provision of park services in the face of growth will ensure that the park system will continue to meet the demands of both new and existing residents.

Deliver Park Services

Objectives

- Strive to provide all residents of Zephyrhills with park access within a 10-minute walk.
- Provide park amenities to respond to residents' changing needs and desires.
- Supply nature-based recreation opportunities to allow residents to experience nature and foster stewardship for the natural environment.

Implementation Strategies

- Implement Park Recommendations to incorporate new park amenities.
- Utilize existing vacant land, collaborate with partners, such as developers and Pasco County, and/or acquire land to develop parks in key locations, as determined through the LOS Vision Map.
- Incorporate Sustainability Guidelines into park enhancements.

KEY OUTCOME

Increasing program offerings will meet the expressed need of community residents and enhance access to healthy lifestyles.

Increase Program Offerings

Objectives

- Support and promote youth and teen programs.
- Support and promote disability-friendly program offerings.
- Provide team sports and athletic programs.
- Increase access to aquatics programs.
- Grow adult/senior programming.

Implementation Strategies

- Leverage existing partnerships with Pasco County and YMCA to meet recreation needs.
- Follow guidance of Provide Recreation Places: Buildings and Facilities and Expand Operations.

KEY OUTCOME

Recreation facilities will support expanded program offerings and help to meet the recreational needs of the community.

Provide Recreation Places: Buildings and Facilities

Objectives

- Provide public indoor sports courts/gymnasium.
- Provide aquatics.
- Provide recreation center.

Implementation Strategies

- Consider improvements to the YMCA facility.
- Replace Alice Hall Community Center at a different park location.
- Partner with Pasco County to develop and operate a recreation center, including an indoor gymnasium and aquatics.

KEY OUTCOME

Expanding Operations will support additional functions to be provided by the parks system beyond those currently available to enhance quality of life within Zephyrhills.

Expand Operations

Objectives

- Create a dedicated parks and recreation department.
- Maintain and expand City partnerships.
- Establish dedicated funding sources for department operations.

Implementation Strategies

- Develop Operations & Maintenance Master Plan to understand staffing and funding needs.
- Develop partnership strategy to provide recreation within the city. Consider existing partners, such as the YMCA and Pasco County.
- Explore new funding mechanisms, such as dedicated sales tax or user fees.
- Develop fee structure approach and philosophy.





03.

Recommendations and Implementation

The Vision is a series of recommendations that bridge the gap between the existing conditions of the park system and the aspirational goals determined through the master planning process. These recommendations could be site-specific; involve land acquisition strategies and/or policy changes to create equitable park experiences; or introduce other projects to guide the future expansion of recreational programming. Implementation is based on the Capital Improvements Plan (CIP), which provides planning costs and timeframes for the execution of projects outlined in this plan.

IN THIS CHAPTER

- + Site Equity Standards
- + Sustainability Guidelines
- + Crime Prevention Through Environmental Design Guidelines
- + Site-Specific Recommendations
- + Land Acquisition Strategy
- + Capital Improvements Plan

Site Equity Standards

Establishing Site Equity Standards would offer residents equitable access to recreational opportunities throughout the City of Zephyrhills. These Site Equity Standards determine a baseline for the minimum size of each park, geographic distribution, and amenities that each close-to-home park must provide in order to meet the LOS. Site Equity Standards identify baseline expectations for all parks and guide recommendations for enhancements to both existing parks and new parks. For infill parks, land availability may limit size compliance, but should aim to incorporate park elements.

Requirements

Size

Minimum 2 acres

Geographic LOS

1 half-mile (10-minute walk)

Elements

- Standard Zephyrhills park signage
- Walking loop/trails with canopy shade and seating
- Minimum 0.25-acre unprogrammed open space
- Play area
- Sports court or sports field
Type determined based on parcel size and site-specific public engagement needs
- Picnic pavilion(s) and tables
- Area lighting
- Crosswalks from surrounding residential areas
- Bike rack
- Designated ADA parking

Design Considerations

- Engage neighborhood in park planning process to determine specific amenities desired by residents.
- Provide periodic bench seating along primary pathways and walking loops.
- Preserve unprogrammed space within park and maintain some passive uses.
- Position play areas away from sports courts near parking, but away from streets. Provide fencing when play areas abut vehicular traffic.
- Place sport lighting away from surrounding residential areas.
- Incorporate seating, picnic areas, and pavilions near play areas to provide gathering spaces (e.g., pavilion, outdoor stage, grouped picnic tables/benches) and weather protection.
- Provide landscape buffers against adjacent residential property to separate public and private property.



FIGURE 5. SAMPLE PARK LAYOUT FOLLOWING SITE EQUITY STANDARDS

Sustainability Guidelines



“Sustainability” is a broad term aiming to develop current management practices that meet today’s needs while protecting resources for the enjoyment of future generations. While sustainability is generally associated with environmental stewardship, these management practices also help protect economic resources and promote healthy communities.

In general, sustainability recommendations in parks aim to accomplish the following goals:

1. Protect existing natural resources and habitats
2. Efficiently manage park resources for best environmental, economic, and cultural outcomes
3. Provide opportunities for nature-based recreation and environmental education

Natural Resource Management

Protect and Manage Wildlife

Natural areas can be great assets for communities, but it is important that these are managed and protected to preserve biodiversity while fostering positive relationships between people and the natural world.

Strategies:

- Control and manage invasive species
- Promote activities that lead to habitat creation and conservation
- Manage human-wildlife interaction
- Protect species in need of conservation

Preserve Native Vegetation

Preserving and promoting native canopy and vegetation helps protect natural processes occurring within park land and takes advantage of green spaces to provide ecological services to the community. This protection also reflects cost savings for the system by reducing the need for landscape maintenance and irrigation costs, erosion control, and cost of non-natural shade structures.

Strategies:

- Install drought-tolerant, Florida-friendly vegetation
- Preserve/increase tree canopy



Park Infrastructure

Implement Green Infrastructure

Green infrastructure strategies help manage stormwater runoff and reduce flooding while improving water quality. When implemented, these soft engineering practices are resilient systems with strong opportunities for public engagement and education.

Strategies:

- Manage stormwater through Low Impact Development (LID) practices, including bioswales and permeable paving
- Limit additional hardscape to prevent additional runoff

Implement Environmentally Friendly Building Practices

Environmentally friendly building practices reduce energy costs that improve both the environmental and economic impact of facilities on the system.

Strategies:

- Upgrade to LED lighting and low-flow plumbing fixtures
- Replace older inefficient structures with upgraded construction

Leverage Technology

Technological applications for parks increase efficiencies and provide access to new sustainability practices.

Strategies:

- Install vehicle charging stations and solar systems
- Utilize rain sensors and smart controls for irrigation systems



Community Stewardship

Promote Healthy Activities in Nature

Promoting healthy activities in nature helps create stewardship toward the natural world while providing residents with wellness opportunities and promoting healthy living.

Strategies:

- Increase accessibility to and opportunities for walking and biking to and within parks
- Promote nature-based recreation opportunities

Provide Public Engagement and Education Activities

Public engagement can be an inexpensive way of influencing residents to develop a sense of stewardship for natural land and processes while encouraging sustainable practices beyond the Parks & Recreation System.

Strategies:

- Offer environmental education opportunities
- Set up educational kiosks and interpretative signage

Reduce Landfill Waste

Reducing landfill waste reduces energy-intensive transportation of waste to landfills and eliminates hazardous and toxic chemicals leaching into soil and groundwater. Promoting this practice has the effect of extending the practice beyond the Parks & Recreation System while reducing maintenance costs associated with litter pickup.

Strategies:

- Promote recycling and provide recycling stations
- Reduce the use of plastic bottles through water filling stations

Crime Prevention Through Environmental Design Guidelines

Crime Protection Through Environmental Design (CPTED, pronounced “sep-ted”) is an approach to reducing crime through the design and management of the built environment. CPTED strategies aim to reduce targeting of victims, deter offender decisions preceding criminal acts, and build a sense of community among residents to reduce opportunities for crime and fear of crime.



Natural access control

Natural access control aims to reduce opportunities for crime by restricting access to a site—creating defensible entry points that provide safe entry for users of the space while dissuading criminal activity. Access control uses design to clearly differentiate between public and private space and controls flow of users through lighting and landscape.

Recommendations:

- Clearly marked entry points
- Fences where necessary – Restrict the number of entry points into an amenity
- Lockable gates and building locks – Reduce access into specific areas/after hours
- Strategic lighting – Lead users to specific entry points and prevent use of undesired amenities after hours

Natural surveillance

Natural surveillance focuses on creating clear, unobstructed views to prevent crime. By increasing visibility, there is less opportunity for criminals to hide and engage in undesired activities. This strategy also reduces ambush points, or areas where criminals can hide and attack a victim.

Recommendations:

- Group like activities together – Allow observation into surrounding facilities, causing intruders to stand out
- 2’ – 6’ rule – Maintain landscape cleared above 2’ and below 6’ to allow visibility and surveillance
- Right plant, right place – Plant and maintain landscape to allow visibility
- Lighting – Avoid lighting that will create glare or low-light spots



Territoriality

Territoriality relies on developing a sense of ownership by park users. This empowers community members to challenge/report intruders and increase surveillance into the facility. This strategy causes intruders to stand out and deters criminal activity.

Recommendations:

- Celebrated entry – Define a facility and create a clear boundary/sense of entry
- Encourage volunteer partnerships – Encourage a sense of ownership within the community
- Materiality – Provide cohesive design throughout the park that defines park vs. non-park boundary
- Buffer/separate private non-facility property – Define the territory as a public amenity and encourage use of the space

Maintenance

A well-maintained space reinforces the idea that someone is observing and caring for a space. Observing and repairing vandalism dissuades repeat vandalism, while maintaining lighting and landscape ensures natural surveillance.

Recommendations:

- Maintain landscape and lighting – Ensure natural surveillance
- Repair vandalism – Reinforce sense of ownership and perception of surveillance
- Select durable items – Prevent vandalism and reduce maintenance costs

Park-Specific Recommendations

The following recommendations provide site-specific guidance for existing Zephyrhills Parks following the vision laid out through the Guiding Principles.



Clock Plaza

Maintain and Improve Existing

- Site Specific Master Plan

Communicate Offerings

- Park signage



Depot Park

Maintain and Improve Existing

- Replace playground structure
- Provide sports court

Improve Walkability and Connectivity

- Provide crosswalk along Blue Jay Ave
- Add connections to picnic tables and replace surface
- Restripe parking lot by playground and provide ADA parking and connection
- Provide bike rack near playground

Enhance User Experience and Comfort

- Provide lighting along pathways

Communicate Offerings

- Park signage



Gunnar Paw Park

Maintain and Improve Existing

- Replace playground equipment and expand fenced-in area
- Add dog park equipment and seating

Improve Walkability and Connectivity

- Provide bike rack

Enhance User Experience and Comfort

- Parking lot – shade trees and lighting

Communicate Offerings

- Park signage



Hercules Park

- Newly renovated;
no recommendations



Krusen Park & Zephyrhills Skate Park

Maintain and Improve Existing/
Provide Recreation Places

- Site-Specific Master Plan to include:
 - Optimized field relocations
 - Connecting loop walk
 - Potential Community Center & Aquatics
 - Enhanced parking and lighting
 - Event lawn
 - Additional play areas



Ellis Harrold Park (formerly Lincoln Heights Park)

Maintain and Improve Existing

Replace playground equipment

Improve Walkability and Connectivity

- Sidewalk connection
- Bike rack

Communicate Offerings

- Park signage



Shepard Park

Maintain and Improve Existing

- Add playground
- Land Acquisition
- Site-Specific Master Plan
- Site-Specific Master Plan Implementation
 - Replace sports court
 - Walking loop
 - Picnic pavilion(s)

Communicate Offerings

- Park signage



Sarah Vande Berg Tennis and Wellness Center

- No recommendations



Transplant Park

Maintain and Improve Existing

- Interior sidewalk
- Little Free Library

Communicate Offerings

- Park signage



Veterans Memorial Park

Maintain and Improve Existing

- Add play area
- Add sports court or field

Enhance User Experience and Comfort

- Parking lot: restripe, wheel stops, lighting, shade trees
- Replace crape myrtles

Communicate Offerings

- Park signage



YMCA

Maintain and Improve Existing

- Replace playground and surfacing
- Add picnic area
- Provide walking loop

Enhance User Experience and Comfort

- Provide lighting along pathways

Communicate Offerings

- Park signage



Zephyrhills Community Venue

Maintain and Improve Existing

- Site-Specific Master Plan
- Site-Specific Master Plan Implementation
 - Formal parking lot
 - Event Lawn
 - Walking loop
 - Shade trees
 - Connection with Ellis Harrold Park
 - Periodic bench seating
 - Picnic area
 - Lighting

Communicate Offerings

- Park signage



Zephyr Park

Maintain and Improve Existing

- Implement Master Plan

Communicate Offerings

- Park signage



Zephyrhills Golf Course

Communicate Offerings

- Park signage

Other Projects



ADA Transition Plan

The ADA Transition Plan will provide an evaluation of compliance with the Americans Disabilities Act at City parks. This Plan will provide the City with a review of existing issues and corrective actions to ensure compliance of park infrastructure.



Park System Brand & Wayfinding Standards

The Park System Brand & Wayfinding Standards will create a brand specific to Zephyrhills Parks which can enhance resident awareness of park offerings. Based on this park system brand, Wayfinding Standards will be developed to provide identifiable park signage including standardized park entry signage and directional signage.



Operations & Maintenance Master Plan

The Operations & Maintenance Master Plan will provide guidance to the City of Zephyrhills for the expansion and provision of recreation programs. This Plan will detail how the City can provide recreation programming through additional staffing and partnerships. The plan will outline the transition to a parks and recreation department including an understanding of operations and maintenance costs and a cost recovery philosophy and strategy.



Recreation Center Master Plan & Implementation

A new Recreation Center in collaboration with the County will replace the existing Alice Hall and provide the community with space for recreation programming. The Master Plan process will develop the building program and site needs.

Land Acquisition Strategy

The Zephyrhills parks system is designed as a connected network of recreational spaces that not only address current gaps in service but also adapt to the evolving needs of the community. The Zephyrhills Parkland Acquisition Strategy Map highlights key areas where new parks can be developed in underserved locations—ensuring all residents have convenient access to a park within a 10-minute walk.

Priority Target Areas

These areas have been identified as the highest priority for new parks, as current residents have minimal access to park space.

- Area A: Acquiring park space in the downtown area would significantly benefit nearby residential neighborhoods due to the interconnected street network, making access convenient. Since there is limited undeveloped City-owned property in this region, securing new land would likely be necessary.
- Area B: Located farther from the gridded downtown area, this residential zone has a large existing population lacking access to parks, along with planned future development. While some HOA parks are present, they offer limited amenities and may not fully meet community needs. As there are currently no City-owned properties available for evaluation, new land acquisition or coordination with upcoming residential development would be required.

Secondary Target Areas

These areas are a lower priority for immediate park development, as they either have access to high-quality HOA parks or a smaller number of currently underserved residents. However, they should remain a consideration as new residential areas emerge.

- Area C: This area benefits from newer HOA parks, which may be sufficient for the short term. However, acquiring a City park in the future would enhance publicly accessible recreational space.
- Area D: Expected to develop as a residential mixed-use zone based on future land use plans, this area would be best served by a community park as new residents move in.

The City of Zephyrhills
aims to provide parks
within a 10-minute
walk of all residents.

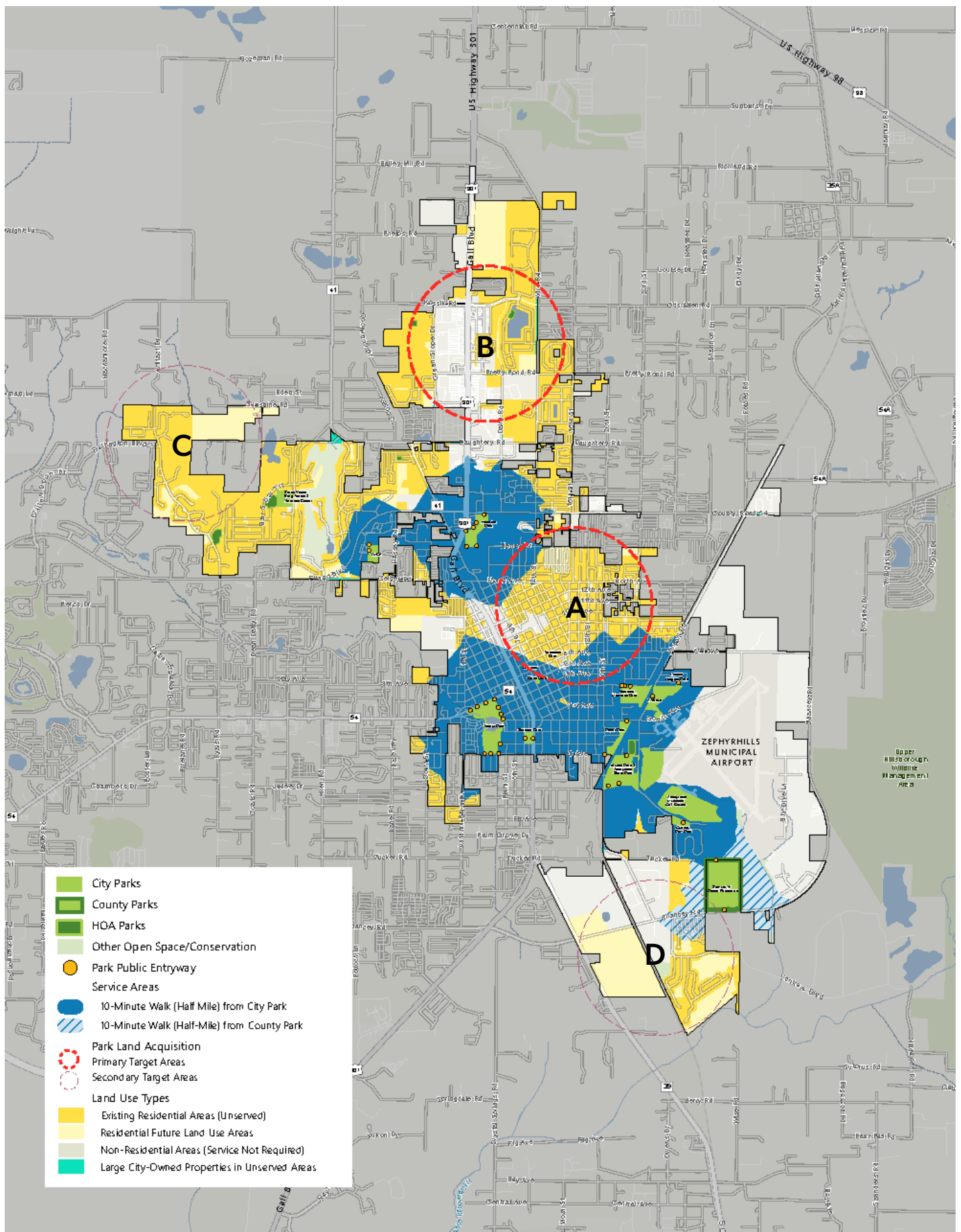


FIGURE 6. ZEPHYRHILLS PARKLAND ACQUISITION STRATEGY

Capital Improvements Plan

The Capital Improvements Plan (CIP) outlines the strategy to address any known deficiencies within the existing parks based on the recommendations developed within the Recommendations and Implementation section. These recommendations include the equitable improvement of parks through the newly established Site Equity Standards, as well as enhancements specific to each site, per park inventory. The CIP provides a long-range, flexible plan that accommodates existing, currently planned, and future proposed improvement projects.

The CIP captures the replacement and lifecycle costs for the park facilities, so that the expenses can be prioritized and properly accounted for in requests for funding. As such, the CIP provides budgetary costs only, and final implementation costs will vary. A rough order of magnitude budget has been developed for each park and can be found in the Appendix.

Additionally, the following CIP summary table includes costs for other systemwide projects, including the development of a strategy for the future growth in recreation programming, an eventual parks and recreation department, and the potential development of future parks.

The CIP has been organized into short (0–2 years), mid (3–5 years), and long (5+ years) timeframes to help prioritize improvements. Prioritization is based on the park scores developed through the site condition assessment. Additionally, budget costs have been distributed to account for planning and engineering timeframes.

TABLE 5. CAPITAL IMPROVEMENTS PLAN SUMMARY

PARK NAME	CURRENT	SHORT-TERM (0-2 YEARS)	MID-TERM (3-5 YEARS)	LONG-TERM (5+ YEARS)
Clock Plaza	\$2,000.00	\$1,500,000.00	\$-	\$-
Depot Park	\$312,500.00	\$150,000.00	\$300,000.00	\$-
Gunnar Paw Park	\$268,000.00	\$-	\$-	\$-
Hercules Park**	\$-	\$-	\$-	\$-
Krusen Park & Zephyrhills Skate Park*	\$-	\$-	\$-	\$-
Ellis Harrold Park (formerly Lincoln Heights)	\$114,000.00	\$-	\$-	\$-
Shepard Park*	\$2,000.00	\$-	\$506,000.00	\$-
Sarah Vande Berg Tennis & Wellness Center**	\$-	\$-	\$-	\$-
Transplant Park	\$2,000.00	\$5,500.00	\$-	\$-
Veterans Memorial Park	\$422,000.00	\$-	\$300,000.00	\$-
YMCA	\$-	\$420,000.00	\$2,000.00	\$-
Zephyrhills Community Venue*	\$153,000.00	\$1,510,000.00	\$-	\$-
Zephyr Park*	\$-	\$16,000,000.00	\$-	\$-
Zephyrhills Golf Course	\$2,000.00	\$-	\$-	\$-
Other Projects	\$180,000.00	\$780,000.00	\$3,000,000.00	\$15,900,000.00
GRAND TOTAL	\$1,457,500.00	\$20,365,500.00	\$4,108,000.00	\$15,900,000.00
*SITE SPECIFIC MASTER PLAN				
**EXCLUDED FROM PARK RECOMMENDATIONS				



GAI Consultants, Inc.
618 E. South Street, Suite 700
Orlando, Florida 32801
T 407.423.8398

NOTED ITEMS 6.1

C.W. Roberts Change Order [25-25-03] Taxiway F Construction - Force main conflict

Issue:

Background:

Attachment(s):

1. SKM_C650i25090412070

Fiscal Impact:

Staff Recommendation:



C.W. Roberts Contracting, Inc.

Tallahassee Corporate Office
3372 Capital Circle NE
Tallahassee, FL 32308
Phone: 850-385-5060
Fax: 850-385-5605

Panama City Office
1603 Bay Avenue
Panama City, FL 32405
Phone: 850-769-6640
Fax: 850-769-7775

Tallahassee Operations Office
22574 NE SR 20
Hosford, FL 32334
Phone: 850-379-8116
Fax: 850-379-8188

Wildwood Office
4208 Highway 124-A
Wildwood, FL 34785
Phone: 352-330-2540
Fax: 352-330-2609

Freeport Office
160 Industrial Park Road
Freeport, FL 32439
Phone: 850-835-3500
Fax: 850-835-3519

Plant City Office
2102 Jim Johnson Road
Plant City, FL 33566
Phone: 813-756-2009
Fax: 813-659-3787

PROPOSAL AND CHANGE ORDER

September 3, 2025

Proposal No.: #1 - Confcit Structure due to FM

To: Ziba Mohammadi, PE
Principal
MDG
Tampa, Florida

Phone: (727) 410-0391
Email: ziba@mdginc.com

<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>
1	Purchase and Install Conflict Box (Doghouse) due to FM	1	LS	\$ 15,656.85	\$ 15,656.85
Total Quotation: \$					15,656.85

ACCEPTED

C.W. Roberts Contracting, Inc.
Contractor's Name

By: Jose Hernandez

Date

OWNER APPROVAL

City of Zephyrhills
Owner's Name

By: William C. Roe, Jr.

Date

ENGINEER APPROVAL

Mohsen Design Group
Engineer's Name

By: Mohsen Mohammadi

09/03/2025

Date

NOTED ITEMS 6.2

Amendment No. 1 to Task Assignment JE23-02 - South 301 Sewer/Water SS Phase I [37-21-03]

Issue:

Background:

Attachment(s):

1. AMENDMENT NO. 1 Task Assignment JE 23-02

Fiscal Impact:

Staff Recommendation:

AMENDMENT NO. 1
to
Task Assignment JE 23-02
South 301 Sewer/Water SS Phase 1

City of Zephyrhills
Engineering Services Agreement RFP 35-18-03

Engineer's Project Number 26110-051-01

This Amendment, by mutual agreement of the parties hereto, is made a part of the referenced Task Assignment JE 23-02 dated October 19, 2022 between the City of Zephyrhills (City) and Jones Edmunds & Associates, Inc. (Consultant), and by being made a part of said Agreement is therefore subject to the conditions and considerations contained therein, unless otherwise provided herein.

This Amendment 1 hereby amends the referenced Task Assignment between the parties as follows:

- Additional engineering services to cover the extension of the construction time as directed by the City.
- The Time & Material fee for these Additional Services shall be \$25,000.
- Execution of this Amendment 1 will result in a new contract value of:

Contract	Fee
Engineering Services Agreement	\$206,825
Amendment 1 (Additional Services)	\$25,000
Revised Total	\$231,825

IN WITNESS WHEREOF, the parties hereto have accepted, made, and executed this Amendment 1 to JE 23-02 upon the terms and conditions stated herein, effective as of the date of the last signature shown below. All other provisions of the referenced Agreement shall remain in effect unless subsequently changed in writing and signed by both parties.

City:
City of Zephyrhills

By: 

Name: William C. Poe, Jr.

Title: City Manager

Date: August 27, 2025

Consultant:
Jones Edmunds & Associates, Inc.

By: 

Name: Stanley F. Ferreira, Jr., PE

Title: President & CEO

Date: Aug 26, 2025

024409

MClark MC

TLillo TJL

NOTED ITEMS 6.3

Amendment No. 1 to Task Assignment JE23-04 - Northside Phase 3 Force Main / Waterline
Extension [37-21-03]

Issue:

Background:

Attachment(s):

1. AMENDMENT NO. 1 Task Assignment JE 23-04

Fiscal Impact:

Staff Recommendation:

AMENDMENT NO. 1
to
Task Assignment JE 23-04
Northside Phase 3 Force Main / Waterline Extension

City of Zephyrhills
Engineering Services Agreement RFP 35-18-03

Engineer's Project Number 26110-053-01

This Amendment, by mutual agreement of the parties hereto, is made a part of the referenced Task Assignment JE 23-04 dated October 10, 2022 between the City of Zephyrhills (City) and Jones Edmunds & Associates, Inc. (Consultant), and by being made a part of said Agreement is therefore subject to the conditions and considerations contained therein, unless otherwise provided herein.

This Amendment 1 hereby amends the referenced Task Assignment between the parties as follows:

- Additional engineering services to cover the extension of the construction time as directed by the City.
- The Time & Material fee for these Additional Services shall be \$25,000.
- Execution of this Amendment 1 will result in a new contract value of:

Contract	Fee
Engineering Services Agreement	\$ 313,990
Amendment 1 (Additional Services)	\$25,000
Revised Total	\$ 338,990

IN WITNESS WHEREOF, the parties hereto have accepted, made, and executed this Amendment 1 to JE 23-04 upon the terms and conditions stated herein, effective as of the date of the last signature shown below. All other provisions of the referenced Agreement shall remain in effect unless subsequently changed in writing and signed by both parties.

City:
City of Zephyrhills

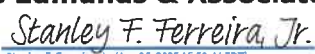
By: 

Name: William C. Poe, Jr.

Title: City Manager

Date: August 27, 2025

Consultant:
Jones Edmunds & Associates, Inc.

By: 

Stanley F. Ferreira, Jr. (Aug 26, 2025 15:50:44 EDT)

Name: Stanley F. Ferreira, Jr., PE

Title: President & CEO

Date: Aug 26, 2025

024407

MClark MC

TLillo TJL

NOTED ITEMS 6.4

Amendment No. 1 to Task Assignment JE23-05 - Wastewater Treatment Plant Effluent Pump Station [37-21-03]

Issue:

Background:

Attachment(s):

1. AMENDMENT NO. 1 Task Assignment JE 23-05

Fiscal Impact:

Staff Recommendation:

AMENDMENT NO. 3
to
Task Assignment JE 23-05
Wastewater Treatment Plant Effluent Pump Station

City of Zephyrhills
Engineering Services Agreement RFP 35-18-03

Engineer's Project Number 26110-054-01

This Amendment, by mutual agreement of the parties hereto, is made a part of the referenced Task Assignment JE 23-05 dated October 19, 2022, Amendment 1 dated April 6, 2023, and Amendment 2 dated August 14, 2023 by and between the City of Zephyrhills (City) and Jones Edmunds & Associates, Inc. (Consultant), and by being made a part of said Agreement is therefore subject to the conditions and considerations contained therein, unless otherwise provided herein.

This Amendment 3 hereby amends the referenced Task Assignment between the parties as follows:

- Additional engineering services to cover the extension of the construction time as directed by the City.
- The Time & Material fee for these Additional Services shall be \$15,000.
- Execution of this Amendment 3 will result in a new contract value of:

Contract	Fee
Engineering Services Agreement	\$ 96,725
Amendment 1 (Additional Services)	\$9,660
Amendment 2 (Additional Services)	\$10,350
Amendment 3 (Additional Services)	\$15,000
Revised Total	\$ 131,735

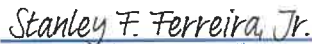
IN WITNESS WHEREOF, the parties hereto have accepted, made, and executed this Amendment 3 to JE 23-05 upon the terms and conditions stated herein, effective as of the date of the last signature shown below. All other provisions of the referenced Agreement shall remain in effect unless subsequently changed in writing and signed by both parties.

City:
City of Zephyrhills

By: 

Name: William C. Poe, Jr.
Title: City Manager
Date: August 27, 2025

Consultant:
Jones Edmunds & Associates, Inc.

By: 
Stanley F. Ferreira, Jr. (Aug 26, 2025 15:51:17 EDT)

Name: Stanley F. Ferreira, Jr., PE
Title: President & CEO
Date: Aug 26, 2025

024405

MClark 

TLillo 