CITY COUNCIL
ZEPHYRHILLS, FLORIDA

Monday, December 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 — Pastor Ted O'Farrell, The Alliance Church of Zephyrhills
Pledge of Allegiance —

CITIZEN COMMENTS

MAYOR

1 Proclamation - 70th Anniversary of Rosa Parks Civil Rights
   1. 2025 Rosa Parks Commemoration

2 Youth Council presentation to CHIPZ

3 Request to place a State of Florida historical marker honoring Rosemary Trottman

1. CONSENT ITEMS

1.1 Approval of Zephyr Park CMAR Presentation Minutes - November 10, 2025

1. M11.10.2025 Zephyr Park CMAR Presentations

1.2 Approval of City Council Meeting Minutes - November 10, 2025
1. M11.10.2025 - CCM Final

1.3 Approval of Special Meeting Minutes - November 17, 2025
1. M11.17.2025 Special Meeting

1.4 Approval of Agreement **24-25-08** DEM Grant - Zephyr Park Standard Grant Agreement Number L0377
1. 24-25-08 DEM Grant - Zephyr Park
2. 001. Original Agreement (L0377)_unsigned

1.5 Approval of Agreement **41-25-36** Solid Waste Interlocal Agreement
1. 41-25-36 Solid Waste Interlocal Agreement

1.6 Approval to Renew BGE, INC Professional Services Agreement **37-22-12** for an additional three year term
1. BGE - First Renewal 12082025(38583222.1)

1.7 Approval to Renew CPH, LLC Professional Services Agreement **37-22-14** for an additional three year term
1. CPH_ LLC - First Renewal 12082025(38583190.1)

1.8 Approval to Renew HCP ASSOCIATES, INC Professional Services Agreements **37-22-15** for an additional three year term
1. HCP Associates Inc - Agreement 35-22-05(18052060.1)

1.9 Approval to Renew G-A-I CONSULTANTS, INC Professional Services Agreement **37-22-16** for an additional three year term
1. G-A-I CONSULTANTS_ INC - First Renewal 12082025(38583227.1)

1.10 Approval of Agreement **41-22-12B** - Infotect Piggyback Extension Agreement
1. Piggyback Extension Agreement 41-22-12B -- InfoTect(38583170.1)
2. Exhibit A - Agreement 41-22-12B - Infotect Piggyback Extension (38583168.1)

2. PUBLIC HEARING

2.1 Resolution No. 864-25 - Non-Ad Valorem Assessment for a Stormwater Utility
First Reading of Resolution No. 864-25 **"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ZEPHYRHILLS, FLORIDA, EXPRESSING ITS INTENT TO USE THE UNIFORM METHOD FOR THE LEVY, COLLECTION, AND ENFORCEMENT OF NON-AD VALOREM ASSESSMENT PROVIDED FOR IN CHAPTER 197, FLORIDA STATUTES, SECTION 197.3632, FOR A STORMWATER UTILITY FEE TO BE LEVIED FOR OPERATION AND MAINTENANCE OF THE CITY'S STORMWATER CONVEYANCE SYSTEM, CAPITAL PROJECTS RELATED TO STORMWATER DRAINAGE AND RESILIENCY; PROVIDING THAT THE NON-AD VALOREM ASSESSMENT SHALL BE INCLUDED IN THE COMBINED NOTICE FOR AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS PROVIDED IN CHAPTER 197, FLORIDA STATUTES, SECTION 197.3635; PROVIDING THAT THE NON-AD VALOREM ASSESSMENT SHALL BE COLLECTED IN THE SAME MANNER AS AD VALOREM TAXES; PROVIDING THAT THIS NON-AD VALOREM ASSESSMENT IS NEEDED IN ORDER TO MAINTAIN STORMWATER DRAINAGE SYSTEMS THAT SERVICE THE CITY OF**

ZEPHYRHILLS AND TO FUND ADDITIONAL CAPITAL IMPROVEMENT PROJECTS TO BE DETERMINED BY THE CITY COUNCIL RELATED TO STORMWATER DRAINAGE AND RESILIENCY; PROVIDING FOR THE LEGAL DESCRIPTION OF THE CORPORATE LIMITS OF THE CITY OF ZEPHYRHILLS WHICH SHALL BE SUBJECT TO THE NON-AD VALOREM LEVY; PROVIDING THAT THE PUBLIC HEARING ON THIS RESOLUTION WAS DULY ADVERTISED; PROVIDING THAT THE CLERK OF THE CITY OF ZEPHYRHILLS SHALL MAIL CERTIFIED COPIES OF THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE."

1. DRAFT - Resolution 864-24 Non-Ad Valorem Assessment for a Stormwater Utility

3. BUSINESS ITEMS

3.1 Discussion of January 26, 2026 Regular City Council Meeting

3.2 Approval of Agreement **41-25-35** Fire Rescue Impact Fee Interlocal Agreement

1. 41-25-35 Fire Rescue Impact Fee Interlocal Agreement
2. Ordinance No. 25-28 State Transmittal
3. Interlocal with Zephyrhills for Fire Suppression and First Responder Services-Recorded 5-11-2020

3.3 Approval of Agreement **37-25-15** to Reeves Young - CMAR for Zephyr Park

1. A133-2019 - Final - 002(1)(38588293.1)
2. A201-2017 - Final - 001(1)(38588296.1)
3. Construction_Management_Services_-_Zephyr_Park_Rehabilitation(38574771.1)
4. 07 - 2025-011 - Reeves Young - Proposal(38574694.1)

3.4 MMTC Ordinance

First Reading Ordinance No. 1510-25 **" AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF ZEPHYRHILLS, FLORIDA AMENDING SECTION 2.05.05. – DEFINITION OF TERMS AND PART 13.02.00. - DEFINITION OF TERMS OF THE CITY OF ZEPHYRHILLS LAND DEVELOPMENT CODE TO REDEFINE MEDICAL MARIJUANA TREATMENT CENTERS; AMENDING TABLE 2.02.01 (ALLOWABLE USES IN ZONING DISTRICTS) REMOVING MEDICAL MARIJUANA TREATMENT CENTERS AS AN ALLOWABLE USE; PROVIDING FOR REPEALER, CONFLICT SEVERABILITY, INCLUSION "**

1. Ordinance No. 1502-25 Medical Marijuana Moratorium
2. 38579191v1 - Redline - ATTACHMENT 1 - Table 2.02.01 12-3-2025
3. Ordinance 1510-25 LDC Text Amendment MMTC (1)

4. CITY MANAGER'S REPORT

4.1 **Pigz in Z'Hills Special Event Alcohol Use Approval.** The event will be on February 28th, 2026 from 9am-5pm, it will be held in Downtown 5th Ave.

1. 2026 Downtown Layout (1)
2. Event Application
3. Event Information

MAYOR ANNOUNCEMENTS

CITY MANAGER ANNOUNCEMENTS

CITY ATTORNEY ANNOUNCEMENTS

CITY COUNCIL COMMENTS

5. NOTED ITEMS

ADJOURN

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

City Council Meeting
December 8, 2025

Information Only

MAYOR 1

Proclamation - 70th Anniversary of Rosa Parks Civil Rights

Issue:

In honor of the 70th Anniversary of Rosa Parks refusal to give up her bus seat on December 1, 1955.

Background:

Rosa Parks actions were a significant catalyst for the Civil Rights movement. Her strength and determination is an example to all citizens of our community and country.

Attachment(s):

1. 2025 Rosa Parks Commemoration

Fiscal Impact:

N/A

Staff Recommendation:

N/A

PROCLAMATION

WHEREAS, on December 1, 1955, in Montgomery, Alabama, Rosa Louise McCauley Parks made a courageous and transformative stand for equality by refusing to relinquish her seat on a segregated bus—an act of peaceful resistance that ignited the Montgomery Bus Boycott and became a defining catalyst for the American Civil Rights Movement; and

WHEREAS, Rosa Parks' quiet strength and resolute defiance against injustice inspired millions, fueling a nationwide call for equality and human dignity and demonstrating that one individual's actions can help reshape the conscience of a nation; and

WHEREAS, December 1, 2025 marks the 70th anniversary of this historic moment, providing an opportunity for communities across the United States to reflect on the progress made, the work that remains, and the freedoms secured through the courage of individuals like Rosa Parks; and

WHEREAS, Rosa Parks' steadfast commitment to justice and equality continues to serve as a powerful reminder that the pursuit of fairness, dignity, and respect is a shared responsibility of all citizens; and

WHEREAS, the City of Zephyrhills proudly joins the nation in honoring her legacy and recognizing the profound impact her actions have had on civil rights, civic engagement, and the ongoing advancement of American society;

NOW, THEREFORE, I, Melonie Bahr Monson, Mayor of the City of Zephyrhills, by virtue of the authority vested in me, do hereby recognize and honor **ROSA PARKS** and encourage all residents of Zephyrhills to reflect upon her enduring legacy and the importance of upholding equality, justice, and unity within our community and nation.

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 December, 2025.

_____
Melonie Bahr Monson, Mayor

Attest: _____
Ricardo Quiñones, City Clerk

Information Only

CONSENT ITEMS 1.1

Approval of Zephyr Park CMAR Presentation Minutes - November 10, 2025

Issue:
City Council held a Zephyr Park CMAR Presentation on November 10, 2025

Background:
Minutes from that meeting were taken for review by City Council

Attachment(s):
1. M11.10.2025 Zephyr Park CMAR Presentations

Fiscal Impact:
N/A

Staff Recommendation:
Staff recommends approval of meeting minutes

ZEPHYR PARK CMAR PRESENTATIONS

City Council held a Zephyr Park CMAR Presentation on November 10, 2025 at 3:00 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 3:00 PM

Roll call was taken. Present were members Jodi Wilkeson, Steven Spina, Kenneth Burgess, Charles Proctor and Mayor Melonie Bahr Monson. City Manager William Poe was also present. Lance Smith arrived at 4:27 PM and City Attorney Matthew Maggard was absent.

Staff present: Chief of Police Derek Brewer, Public Works Director Shane LeBlanc, CRA Director Gail Hamilton, Planning Director Todd Vande Berg, Principal Planner Rodney Corriveau, GIS/Community Planner Tommy-Lee Hunt, Historical Preservation Specialist/Community Planner Will McCaw, Finance Director Ted Beason, Assistant Finance Director Jessica Carter, Purchasing Agent Evan Markewich, Public Information Officer Kevin Weiss and City Clerk Ricardo Quifiones.

1. WORKSHOP ITEMS

1.1 Staff-Committee Review

City Manager William Poe introduced the three CMAR proposers and summarized the process used by the Evaluation Committee, which included scoring, reference checks, and experience comparison.

1.2 JE Dunn Construction Presentation

Mr. Jake Nellis, Tampa Office Leader and execute project leaders, lead JE Dunn’s presentation. JE Dunn's team focused heavily on experience with community parks, collaborative preconstruction, and cost-control systems:

- Project Team Strength: Emphasized a senior-level team with national park-construction experience and local Florida presence.
- Cost Management: Highlighted JE Dunn's proprietary real-time cost modeling platform and commitment to early cost certainty.
- Schedule Control: Outlined a phased approach intended to reduce construction duration and maintain park access whenever possible.
- Risk Mitigation: Focused on early identification of design conflicts, trade partner input during pre-construction, and contingency planning.
- Community Coordination: Discussed managing construction around City events and ensuring safe public access routes.

1.3 Wharton-Smith, Inc. Presentation

Mr. Johnny Santos, Director of Operations and additional project staff as part of the Wharton-Smith CMAR team. Wharton-Smith emphasized their existing relationships with the City and strong park-construction track record:

- Local Experience: Noted significant work already underway for Zephyrhills (Oakside Cemetery, park improvements), demonstrating familiarity with City procedures and permitting.

- Hands-On Project Management: Committed to on-site leadership and direct communication with City staff, including weekly coordination meetings.
- Constructability Expertise: Highlighted challenges specific to Zephyr Park—such as stormwater management, pedestrian circulation, and event programming and discussed tailored solutions.
- Community Partnerships: Noted strong relationships with local subcontractors and community groups, providing opportunities for cost efficiencies.
- Track Record With Similar Parks: Presented examples of municipal park renovations with similar elements including playgrounds, shade structures, pathways, lighting, and event spaces.

1.4 Reeves Young, LLC Presentation

Mr. Mike Iezzi, Project Executive and team including company President Chad McLeod, lead Reeves Young presentation. Reeves Young focused on technical innovation, site logistics, and design-build synergy:

- Regional Expertise: Emphasized their presence in the Southeastern U.S. with experience constructing waterfront amenities, recreation facilities, and public infrastructure.
- Construction Logistics: Outlined traffic flow plans, pedestrian safety zones, and staging areas intended to minimize disruption at the highly visible Zephyr Park site.
- Budget Stewardship: Discussed detailed cost-tracking methods and commitment to transparency through open-book accounting.
- Quality Control Measures: Highlighted their layered inspection system, third-party testing coordination, and continuous quality monitoring.
- Sustainability Focus: Presented options for durable materials, water-efficient landscaping, and long-term operations savings.

Council President announced a break at 4:22 PM
Council President resumed the meeting at 4:27 PM

1.5 Discussion

Council members discussed the strengths and differences among the firms, referencing staff evaluations and detailed CMAR submissions. Discussion topics included pre-construction readiness, cost predictability, prior performance with the City, and management style.
An informal vote was conducted to gauge feedback, with consensus in favor of Reeves Young. Staff will return with a formal recommendation to award the bid.

CITIZEN COMMENTS - NONE

ADJOURN 4:56 p.m.
Submitted by Ricardo Quiñones

Information Only

CONSENT ITEMS 1.2

Approval of City Council Meeting Minutes - November 10, 2025

Issue:
A regular City Council Meeting was held on November 10, 2025

Background:
Minutes from that meeting were taken for review by City Council

Attachment(s):
1. M11.10.2025 - CCM Final

Fiscal Impact:
N/A

Staff Recommendation:
Staff recommends approval of meeting minutes

REGULAR CITY COUNCIL MEETING

A Regular City Council Meeting was held on November 10, 2025 at 6:00 PM in the Council Chambers of City Hall and Via GoToMeeting (646) 749-3122 - Access Code: 855-960-693.

Council President Charles E. Proctor called the meeting to order at 6:00 PM

Roll call was taken. Present were members Lance Smith, Ken Burgess, Charlie Proctor, Jodi Wilkeson, Steve Spina and Mayor Melonie Monson. City Manager William Poe and City Attorney Matthew Maggard were also present.

Staff present: Chief of Police Derek Brewer, Public Works Director Shane LeBlanc, Building Official Kalvin Switzer, Code Enforcement Officer Joel Bacon, Airport Manager Nathan Coleman, IT Director Mike Panak, CRA Director Gail Hamilton, Human Resources & Risk Management Director Sandra Amerson, Human Resources Coordinator Stefany Boice, Human Resources Assistant Sydnee Farmer, Planning Director Todd Vande Berg, Principal Planner Rodney Corrivou, GIS/Community Planner Tommy-Lee Hunt, Historic Preservation Specialist/Community Planner Will McCaw, Planning Support Specialist Carlos Maldonado, Finance Director Ted Beason, Assistant Finance Director Jessica Carter, Public Information Officer Kevin Weiss, Water Treatment Plant Operator Eric Martin and City Clerk Ricardo Quinones. John Bostic Ill attended virtually.

The Invocation was led by Pastor Fran Stubbs, Oasis Church.

The Pledge of Allegiance followed.

CITIZEN COMMENTS

1.1 Pastor Fran Stubbs, Oasis Church - Community Thanksgiving Dinner

Pastor Fran Stubbs described Oasis Church's upcoming Community Thanksgiving Dinner and asked if the City could assist. City Manager Poe referred coordination to CHIPZ, which partners with Oasis on client referrals. Chief Brewer confirmed CHIPZ does not provide food services. Brief discussion followed regarding community needs and the City's goals in outreach. It was noted that while several Council members pledged to help individually, the City could make no commitment to Oasis. No action was taken.

1.2 Mike Dale, a child resident of Zephyrhills, requested that the City remove chickens from his neighborhood. Council explained that wild chickens are protected and noted prior removal efforts were not well received by the community. No action was taken.

1.3 Andrew Publico, a representative of Tree Guy of Florida spoke briefly in favor of the upcoming Tree Ordinance update.

MAYOR

1. Proclamation - World Day of Remembrance for Road Traffic Victims

Mayor Monson read a proclamation recognizing World Day of Remembrance for Road Traffic Victims.

1. CONSENT ITEMS

1.1 Approval of City Council Meeting Minutes - October 27, 2025
1.2 Public Works purchase of 15 Yard Sideloader vehicle
1.3 Public Works purchase of 30 Yard Sideloader vehicle
1.4 Public Works Bodyswap SA66 Quote
1.5 Public Works Bodyswap SA700 Quote
1.6 Public Works purchase of Skid Steer vehicle
1.7 Public Works purchase of Parks Truck with Dump Body vehicle
1.8 Request for a Residential Historic Facade Grant for work at 5527 11th Street
1.9 Request Council Approval of Task Order to RCM for Lift Station 28 Repairs [41-22-21]

Kenneth Burgess motioned to Approve the Consent Agenda Items. Seconded by Steven Spina. Motion passed unanimously.

2. BUSINESS ITEMS

2.1 Bond Resolution No. 863-25

RESOLUTION NO. 863-25 **"A RESOLUTION OF THE CITY OF ZEPHYRHILLS, FLORIDA AUTHORIZING THE ISSUANCE OF NOT TO EXCEED $33,000,000 IN AGGREGATE PRINCIPAL AMOUNT CITY OF ZEPHYRHILLS, FLORIDA CAPITAL IMPROVEMENT REVENUE BONDS, SERIES 2025 FOR THE PURPOSE OF FINANCING AND/OR REIMBURSING THE COSTS OF ALL OR A PORTION OF VARIOUS CAPITAL IMPROVEMENTS INCLUDING WITHOUT LIMITATION A PUBLIC WORKS MAINTENANCE FACILITY PROJECT AND IMPROVEMENTS TO ZEPHYR PARK, INCLUDING WITHOUT LIMITATION THE ALICE HALL OPEN MEETING AND CLASSROOM SPACE; COVENANTING TO BUDGET AND APPROPRIATE LEGALLY AVAILABLE NON-AD VALOREM REVENUES TO PROVIDE FOR THE PAYMENT THEREOF; MAKING CERTAIN COVENANTS AND AGREEMENTS FOR THE BENEFIT OF THE HOLDERS OF SUCH BONDS; AUTHORIZING CERTAIN OFFICIALS AND EMPLOYEES OF THE CITY TO TAKE ALL ACTIONS REQUIRED IN CONNECTION WITH THE SALE, ISSUANCE AND DELIVERY OF SUCH BONDS; TAKING CERTAIN OTHER ACTIONS WITH RESPECT TO SUCH BONDS; AUTHORIZING AND APPROVING THE NEGOTIATED SALE OF SUCH BONDS TO THE UNDERWRITER NAMED HEREIN SUBJECT TO THE TERMS AND CONDITIONS CONTAINED HEREIN; APPROVING THE FORM AND AUTHORIZING THE DISTRIBUTION OF A PRELIMINARY OFFICIAL STATEMENT AND EXECUTION AND DELIVERY OF A FINAL OFFICIAL STATEMENT; AUTHORIZING CERTAIN OFFICIALS TO DEEM FINAL THE PRELIMINARY OFFICIAL STATEMENT FOR PURPOSES OF SECURITIES AND EXCHANGE COMMISSION RULE 15C2 12; APPROVING THE FORM AND AUTHORIZING THE EXECUTION AND DELIVERY OF A BOND PURCHASE AGREEMENT; APPOINTING THE PAYING AGENT AND REGISTRAR; APPROVING THE FORM AND AUTHORIZING THE EXECUTION AND DELIVERY OF A DISCLOSURE DISSEMINATION AGENT AGREEMENT; PROVIDING CERTAIN OTHER MATTERS RELATING TO THE SERIES 2025 BONDS; PROVIDING CERTAIN OTHER MATTERS RELATING TO THE BONDS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE."**

Finance Director Ted Beason introduced Jeff Larson, the City's Financial Advisor, who reported on the City's favorable rating reports from Moody's, S&P, and Fitch. City Attorney Maggard read the resolution by title.

Steven Spina motioned to approve Resolution No. 863-25 on the first reading. Seconded by Kenneth Burgess. Motion passed unanimously.

3. PLANNING DIRECTOR'S REPORT

3.1 Tree Ordinance Planning Report

Planning Director Todd Vande Berg introduced proposed updates to the Tree Preservation Ordinance.

Historic Preservation Specialist/Community Planner Will McCaw presented key revisions, including:

- Language Change from "protected trees" to "regulated trees"
- Adding regulations for palms
- New tree condition assessment criteria
- Clarifying residential permit requirements
- Revising tree removal/replacement ratios

Mr. McCaw confirmed that with an arborist's report documenting the need for removal, no permit or fee would be required.

Mr. Vande Berg recommended adding an arborist position to City staff. Questions from Council followed, which were addressed by Staff.

MAYOR ANNOUNCEMENTS

Mayor Monson highlighted the success of the Veterans Day Parade and announced the Veterans Day Ceremony scheduled for November 11 at 11:00 a.m. at Veterans Park. She reported that Bauducco Foods will not open a café at their warehouse due to tariff impacts but is exploring a storefront location. Lastly, she reminded the public of the Mayor's Youth Council BBQ Drive ₋Thru Fundraiser on November 20 from 5:00 - 7:30 p.m.

CITY MANAGER ANNOUNCEMENTS

City Manager Poe presented the City's new Challenge Coins and described the Z-Star Employee Recognition Program.
He noted upcoming one-on-one Council planning meetings on November 12th and the November 14th deadline for state requisition requests.
Mr. Poe reported potential opportunities, including purchasing the Dave Armstrong property to improve stormwater mitigation and funding available through the Flmida Division of Emergency Management for repairs from hurricane Helene. He also reviewed active board vacancies and encouraged Council to have candidates apply. Mr. Poe ended with a reminder that City Hall will be closed November 1 1, 2025 in observance of Veterans Day.

CITY ATTORNEY ANNOUNCEMENTS - NONE

CITY COUNCIL COMMENTS

- Kenneth Burgess: Reminder that ZHS Bulldogs have a home playoff game on Friday, November 14th.
- Steven Spina: Noted the passing of Mike Prilliman, announced a Thanksgiving lunch on November 14th and requested a FEMA update at the next meeting.
- Jodi Wilkeson: Thanked Main Street Zephyrhills for the Veterans Day Parade and recognized the CMAR Selection Committee. She noted that while nervous to commit the City to a S30 Million bond, it's necessary to maintain excellent service from Public Works and Utilities to residents.
- Lance Smith: Commented on rising home loan costs, discussed bond-readiness, and commended Michael Dale for speaking about chickens despite limitations on city action.
- Charles Proctor: Echoed support for Michael Dale.

ADJOURN 7:58 PM
Submitted by Ricardo Quiñones

Information Only

CONSENT ITEMS 1.3

Approval of Special Meeting Minutes - November 17, 2025

Issue:
A special City Council Meeting was held on November 17, 2025

Background:
Minutes from that meeting were taken for review by City Council

Attachment(s):
1. M11.17.2025 Special Meeting

Fiscal Impact:
N/A

Staff Recommendation:
Staff recommends approval of meeting minutes

SPECIAL CITY COUNCIL MEETING

A Special City Council Meeting was held on November 17, 2025 at 5:00 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 5:03 PM.

Roll call was taken. Present were members Lance Smith, Kenneth Burgess, Charles Proctor, Steven Spina and Mayor Melonie Bahr Monson. City Manager William Poe and City Attorney Matthew Maggard were also present. Jodi Wilkeson was absent.

Staff present: Chief of Police Derek Brewer, Public Works Director Shane LeBlance, Building Official Kalvin Switzer, CRA Director Gail Hamilton, Human Resources & Risk Management Director Sandra Amerson, Utilities Director John Bostic Ill, Planning Director Todd Vande Berg, Principal Planner Rodney Corriveau, GIS/Community Planner Tommy-Lee Hunt, Historic Preservation Specialist/Community Planner Will McCaw, Finance Director Ted Beason, Assistant Finance Director Jessica Carter, Public Information Officer Kevin Weiss and City Clerk Ricardo Quiñones.

The Invocation was led by Principal Planner Rodney Corriveau

The Pledge of Allegiance followed.

CITIZEN COMMENTS – NONE

1. CONSENT ITEMS

Lance Smith motioned to pull Consent Item 1.2 for discussion. Seconded by Steven Spina. Motion Passed Unanimously.

1.1 Request approval to purchase three (3) vehicles for the Utilities Department — Water Division

1.2 Award of RFQ #2025-011, Construction Manager at Risk (CMAR) - Zephyr Park Rehabilitation to Reeves Young, LLC

1.3 State of Florida Funds HL258 Zephyr Park Improvements

Lance Smith motioned to approve Consent Items 1.1 and 1.3 as presented. Seconded by Kenneth Burgess. Motion Passed Unanimously.

*** *Discussion on Consent Item 1.2****

Mayor Monson addressed concerns regarding the CMAR selection process. She expressed that she felt limited in her ability to ask questions during the previous meeting. Given the project scale (up to S20 million), she expected deeper inquiry into vendor background, local presence, and project experience. She questioned differences in park-project figures and how "self-perform" work may direct project funds out-of-state. Mayor Monson clarified her priority was transparency and ensuring her concerns were heard, even without a vote.

Council members expressed confidence in the Staff's recommendation. Several members noted that familiarity with Wharton-Smith initially influenced their thinking, but vendor presentations changed their rankings. Council members stressed that the Mayor's perspectives were valued, though the City Charter does not grant her a vote. City Manager Poe added that the evaluation committee unanimously ranked the selected firm first, that differing opinions are normal in competitive selections, and that no proposer maintains a physical office in Zephyrhills.

Lance Smith motioned to approve of Consent Item 1.2, authorizing Staff to begin contract negotiations with Reeves Young, LLC and return to Council if negotiations fail.

2. BUSINESS ITEMS

2.1 Purchase of 7251 16th Street

City Manager Billy Poe presented the request to purchase property at 7251 16th Street to address severe flooding that occurred during Hurricane Milton. The Alpha Village subdivision and 16th Street roadway experienced significant flooding. The existing subdivision pond could not handle rainfall volume; the City historically uses pumps to

move water to Wire Road drainage ditches. Purchasing the property allows creation of an expanded pond to increase stormwater storage. Two required appraisals valued the property at $150,000 and $166,000. Per policy, the City may offer up to 10% over average appraisal. The negotiated price is $173,800. An additional $10,000 is needed for demolition of existing structures. Funding will come from Penny for Pasco Stormwater.

Council discussed long-term benefits and confirmed that acquisition would meaningfully reduce flooding in the affected neighborhood.

Lance Smith motioned approval of this item, including authorization for the City Manager to execute all required documents and transfer S183,800from Penny for Pasco contingency to the stormwater land purchase line. Seconded by Kenneth Burgess. Motion Passed Unanimously.

MAYOR ANNOUNCEMENTS - NONE

CITY MANAGER ANNOUNCEMENTS

City Manager Poe reported The Great American Teach-In is scheduled for Wednesday, November 19, 2025. City staff will be present at Woodland Elementary, Raymond B. Stewart Middle, and additional schools to make presentations about working for the City of Zephyrhills.

CITY ATTORNEY ANNOUNCEMENTS- NONE

CITY COUNCIL COMMENTS - NONE

ADJOURN 5:20 PM
Submitted by Ricardo Quiñones

Action Item

CONSENT ITEMS 1.4

Approval of Agreement **24-25-08** DEM Grant - Zephyr Park Standard Grant Agreement Number L0377

Issue:
City Council approve the State of Florida Department of Environmental Protection Standard Grant Agreement for the Zephyr Park Project State Appropriation # LP,GAA LI1555,FY 25-26,WPSPTF for $2,650,000.00. Agreement Number L0377

Background:
As part of the State of Florida 25/26 Appropriations for Zephyr Park in the amount of $2,650,000.00, the City must approve the State of Florida Department of Environmental Protection Standard Grant Agreement.

PROJECT DESCRIPTION:
The Grantee will reshape the existing stormwater pond and construct an integrated stormwater management system at Zephyr Lake Park, including wetlands and floodable landscape designed to capture, treat, and reuse stormwater and reclaimed water. The Grantee does not anticipate that the funding under this Agreement will result in a fully completed project, so this Agreement will cover a portion of the work.

Attachment(s):
1. 24-25-08 DEM Grant - Zephyr Park
2. 001. Original Agreement (L0377)_unsigned

Fiscal Impact:
The City was awarded an appropriation of $2,650,000.00 for the development of Zephyr Park Project.

Staff Recommendation:
Staff recommends approval.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement

This Agreement is entered into between the Parties named below, pursuant to section 215.971, Florida Statutes:

1. Project Title (Project): **Zephyrhills - Zephyr Park**

Agreement Number: **L0377**

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

Grantee Name: **City of Zephyrhills**

Entity Type: **Local Government**

Grantee Address: **5335 8th Street, Zephyrhills, FL 33542**

FEID: **59-6000455**

(Grantee)

3. Agreement Begin Date: **July 01, 2025**

Date of Expiration: **March 31, 2029**

4. Project Number: *(If different from Agreement Number)*

Project Location(s): **Lat/Long: (28.2297,-82.1848)**

Project Description: **The Grantee will reshape the existing stormwater pond and construct an integrated stormwater management system at Zephyr Lake Park.**

5. Total Amount of Funding: **$ 2,650,000.00**

Funding Source?	Award #s or Line-Item Appropriations:	Amount per Source(s):
■ State ☐ Federal	**LP, GAA LI 1555, FY 25-26, WPSPTF**	$ **2,650,000.00**
☐ State ☐ Federal		$
☐ State ☐ Federal		$
☐ Grantee Match		$
	Total Amount of Funding + Grantee Match, if any:	$ **2,650,000.00**

6. Department's Grant Manager

Name: **Diana Llerena** or successor

Address: **Florida Dept. of Environmental Protection**
3900 Commonwealth Blvd., MS 3602
Tallahassee, FL 32399-3000

Phone: **850-245-2841**

Email: **Diana.Llerena@FloridaDEP.gov**

Grantee's Grant Manager

Name: **Jessica Carter** or successor

Address: **City of Zephyrhills**
5335 8th Street
Zephyrhills, FL 33542

Phone: **813-780-0000**

Email: **jcarter@ci.zephyrhills.fl.us**

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

■ Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
■ Attachment 2: Special Terms and Conditions
■ Attachment 3: Grant Work Plan
■ Attachment 4: Public Records Requirements
■ Attachment 5: Special Audit Requirements
☐ Attachment 6: Program-Specific Requirements
☐ Attachment 7: Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com, in accordance with section 215.985, F.S.
☐ Attachment 8: Federal Regulations and Terms (Federal)
☐ Additional Attachments (if necessary):
■ Exhibit A: Progress Report Form
☐ Exhibit B: Property Reporting Form
■ Exhibit C: Payment Request Summary Form
☐ Exhibit D: Quality Assurance Requirements
☐ Exhibit E: Advance Payment Terms and Interest Earned Memo
☐ Exhibit F: Common Carrier or Contracted Carrier Attestation Form PUR1808 (State)

☐ Exhibit H: Non-Profit Organization Compensation Form (State)	
☐ Exhibit I: Forced Labor Attestation Form	
☐ Additional Exhibits (if necessary):	
8. The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331 (a) (1):	
Federal Award Identification Number(s) (FAIN):	
Unique Entity Identifier (UEI):	
Federal Award Date to Department:	
Federal Award Project Description:	
Total Federal Funds Obligated by this Agreement:	
Federal Awarding Agency:	
Award R&D?	☐ Yes ☐N/A

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date unless another date is specified in the grant documents.

City of Zephyrhills **GRANTEE**

Grantee Name

By _____ _____

(*Authorized Signature)* Date Signed

Charles Proctor, Council President

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection **DEPARTMENT**

By _____ _____

Secretary or Designee Date Signed

Angela Knecht, Director, Division of Water Restoration Assistance

Print Name and Title of Person Signing

☑ Additional signatures attached on separate page.

DWRA Additional Signatures

_____

Diana Llerena, DEP Grant Manager

_____

David M. Taylor, DEP QC Reviewer

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS

ATTACHMENT 1

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
   i. Standard Grant Agreement
   ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
   iii. Attachment 1, Standard Terms and Conditions
   iv. The Exhibits in the order designated in the Standard Grant Agreement

b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.

c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.

d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
   (1) an increase or decrease in the Agreement funding amount;
   (2) a change in Grantee's match requirements;
   (3) a change in the expiration date of the Agreement;
   (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department; and/or
   (5) any changes to the terms and conditions of the Agreement other than the specific instances enumerated below when a change order may be used.
   A change order to this Agreement may be used when:
   (1) task timelines within the current authorized Agreement period change;
   (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
   (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
   (4) fund transfers between budget categories for the purposes of meeting match requirements.
   This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.

e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the

execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

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

5. Performance Measures.

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

6. Acceptance of Deliverables.

a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.

b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.

b. Invoice reduction
If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.

c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.
    i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.

ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with section 215.422, Florida Statutes (F.S.).

b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.

c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.

d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf.

e. Rural Communities and Rural Areas of Opportunity. If Grantee is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" (RAO) as defined in subsection 288.0656(2), F.S., such Grantee may request from the Department that all invoice payments under this Agreement be directed to the relevant county or municipality or to the RAO itself. The Department will agree to Grantee's request if:

i. Grantee demonstrates that it is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" under subsection 288.0656(2), F.S.;

ii. Grantee demonstrates current financial hardship using one (1) or more of the "economic distress" factors defined in subsection 288.0656(2)(c), F.S.;

iii. Grantee's performance has been verified by the Department, which has determined that Grantee is eligible for invoice payments and that Grantee's performance has been completed in accordance with this Agreement's terms and conditions; and

iv. Applicable federal and state law(s), rule(s) and regulation(s) allow for such payments.

This subsection may not be construed to alter or limit any other applicable provisions of federal or state law, rule, or regulation. A current list of Florida's designated RAOs can be accessed at the following web address: https://floridajobs.org/community-planning-and-development/rural-community-programs/rural-areas-of-opportunity.

f. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.

g. State Funds Documentation. Pursuant to section 216.1366, F.S., if Grantee meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Grantee must provide the Department with documentation that indicates the amount of state funds:

i. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer.
ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer.

The documentation must indicate the amounts and recipients of the remuneration. Such information must be posted on the State's the contract tracking system and maintained pursuant to section 215.985, F.S., and must be posted on the Grantee's website, if Grantee maintains a website.

h. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.

i. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.

j. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.

k. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: https://www.myfloridacfo.com/division/aa/local-governments/judgement-interest-rates.

l. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.

b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.

c. Contractual/Subaward Costs (Subcontractors/Subrecipients). Match or reimbursement requests for payments to subcontractors/subrecipients must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts/subawards which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor/subrecipient exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing $5,000 or more purchased for the Project under a subcontract/subaward is subject to the requirements set forth in chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. For grants funded with federal funds, nonconsumable and/or nonexpendable personal property or equipment costing $10,000 or more purchased for the Project under a subcontract/subaward is subject to the requirements set forth in 2 CFR 200. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts/subawards that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts/subaward issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors/subrecipients.

i. For fixed-price (vendor) subcontracts/subawards, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts/subawards to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted/subawarded activities shall be supported with a copy of the subcontractor/subrecipient's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract/subaward. The Grantee may request approval from Department to award a fixed-price subcontract/subaward resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor/subrecipient. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract/subaward.

ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S., or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.

d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with section 112.061, F.S.

e. Direct Purchase Equipment. For grants funded fully or in part with state funds, equipment is defined as capital outlay costing $5,000 or more. For grants funded fully with federal funds, equipment is defined as capital outlay costing $10,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department and does not include any equipment purchased under the delivery of services to be completed by a subcontractor/subrecipient. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form**.**

f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.

g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor/subrecipient, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.

h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form**,** to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.

b. If Grantee fails to perform the requested work or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.
c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.
d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

a. Insurance Requirements for Subrecipients and/or Subcontractors. The Grantee shall require its subrecipients and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its subrecipients and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Subrecipients and/or subcontractors must provide proof of insurance upon request.
b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage ***prior to*** performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.
e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.
b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.

e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

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

15. Events of Default.

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

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

16. Suspension of Work.

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

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts

of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors/subrecipients or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY**. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchase may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

a. The Grantee shall be fully liable for the actions of its agents, employees, partners, and subcontractors/subrecipients and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
    i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, and subcontractors/subrecipients; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
    ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.

b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.

c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.

d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of $100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to

other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts/Subawards.

a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor/subrecipient knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts/subawards with private organizations issued as a result of this Agreement.

b. Pursuant to sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:

   i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

   ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

   iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.

   iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Development, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts/subawards issued as a result of this Agreement.

b. The Grantee, its subrecipients, subcontractors and agents must also comply with the following civil rights laws and regulations:

   i. Title VI of the Civil Rights Act of 1964 as amended (prohibiting discrimination in federally assisted programs on the basis of race, color, or national origin in the delivery of services or benefits);

ii. Section 13 of the 1972 Amendment to the Federal Water Pollution Control Act (prohibiting discrimination on the basis of sex in the delivery of services or benefits under the Federal Water Pollution Control Act as amended);
iii. Section 504 of the Rehabilitation Act of 1973 (prohibiting discrimination in federally assisted programs on the basis of disability, both in employment and in the delivery of services and benefits);
iv. Age Discrimination Act of 1975 (prohibiting discrimination in federally assisted programs on the basis of age in the delivery of services or benefits);
v. 40 C.F.R. Part 7, (implementing Title VI of the Civil Rights Act of 1964, Section 13 of the 1972 Amendments to the Federal Water Pollution Control Act, and Section 504 of the Rehabilitation Act of 1973);
vi. Florida Civil Rights Act of 1992 (Title XLIV Chapter 760, Sections 760.01, 760.11 and 509.092, F.S.), including Part I, chapter 760, F.S. (prohibiting discrimination on the basis of race, color, religion, sex, pregnancy, national origin, age, handicap, or marital status).

c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.
This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.
If applicable, Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

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

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

25. Investing in America
Grantees of an award for construction projects in whole or in part by the Bipartisan Infrastructure Law or the Inflation Reduction Act, including the following provision:

a. Signage Requirements
a. Investing in America Emblem: The recipient will ensure that a sign is placed at construction sites supported in whole or in part by this award displaying the official Investing in America emblem and must identify the project as a “project funded by President Biden’s Bipartisan Infrastructure Law” or “project funded by President Biden’s Inflation Reduction Act” as applicable. The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.

The recipient will ensure compliance with the guidelines and design specifications provided by EPA for using the official Investing in America emblem available at: https://www.epa.gov/invest/investing-america-signage.

b. Procuring Signs: Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Investing in America emblem or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

26. Scrutinized Companies.

a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in section 287.135, F.S. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

c. As provided in subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

27. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to section 216.347, F.S., except that pursuant to the requirements of section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with sections 11.062 and 216.347, F.S.

28. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted or subawarded, Grantee shall similarly require each subcontractor/subrecipient to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: http://dos.myflorida.com/library-archives/records-management/general-records-schedules/).

29. Audits.

a. Inspector General. The Grantee understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its subrecipients and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its subrecipients and/or subcontractors, respectively.

b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:

i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: https:\\apps.fldfs.com\fsaa.

d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.

e. No Commingling of Funds. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

30. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

31. Independent Contractor.

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

32. Subcontracting/Subawards.

a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.

b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor/subrecipient, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.
c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor/subrecipient, or agent.
d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract/subaward. The Department shall not be liable to any subcontractor/subrecipient for any expenses or liabilities incurred under any subcontract/subaward, and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract/subaward.
e. The Department will not deny Grantee's employees, subcontractors/subrecipients, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
f. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Development at (850) 487-0915.
g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor/subrecipient at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s)/subrecipient(s), and without the fault or negligence of either, unless the subcontracted/subawarded products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

33. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

34. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

35. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract/subaward, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

36. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

37. Grantee's Employees, Subcontractors/Subrecipients and Agents.

All Grantee employees, subcontractors/subrecipients, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors/subrecipients, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

38. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

39. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for

the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

40. Disclosure of Gifts from Foreign Sources.

If the value of the grant under this Agreement is $100,000 or more, Grantee shall disclose to Department any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern, as defined in section 286.101, F.S., if such interest, contract, or grant or gift has a value of $50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous 5 years. Such disclosure shall include the name and mailing address of the disclosing entity, the amount of the contract or grant or gift or the value of the interest disclosed, the applicable foreign country of concern and, if applicable, the date of termination of the contract or interest, the date of receipt of the grant or gift, and the name of the agent or controlled entity that is the source or interest holder. If the disclosure requirement is applicable as described above, then within 1 year before applying for any grant, Grantee must also provide a copy of such disclosure to the Department of Financial Services.

41. Food Commodities.

To the extent authorized by federal law, the Department, its grantees, contractors and subcontractors/subrecipients shall give preference to food commodities grown or produced in this state when purchasing food commodities, including farm products as defined in section 823.14, F.S., of any class, variety, or use thereof in their natural state or as processed by a farm operation or processor for the purpose of marketing such product.

42. Anti-human Trafficking.

If the Grantee is a nongovernmental entity, the Grantee must provide the Department with an affidavit signed by an officer or a representative of the Grantee under penalty of perjury attesting that the Grantee does not use coercion for labor or services as defined in section 787.06, F.S.

43. Iron and Steel for Public Works Projects.

If this Agreement funds a “public works project” as defined in section 255.0993, F.S., or the purchase of materials to be used in a public works project, any iron or steel permanently incorporated in the Project must be “produced in the United States,” as defined in section 255.0993, F.S. This requirement does not apply if the Department determines that any of the following circumstances apply to the Project:

(1) iron or steel products produced in the United States are not produced in sufficient quantities, reasonably available, or of satisfactory quality;
(2) the use of iron or steel products produced in the United States will increase the total cost of the project by more than twenty percent (20%); or
(3) complying with this requirement is inconsistent with the public interest.

Further, this requirement does not prevent the Contractor’s minimal use of foreign steel and iron materials if:

(1) such materials are incidental or ancillary to the primary product and are not separately identified in the project specifications; and
(2) the “cost” of such materials, as defined in section 255.0993, F.S., does not exceed one-tenth of one percent (1%) of the total Project Cost under this Agreement or $2,500, whichever is greater.

Electrical components, equipment, systems, and appurtenances, including supports, covers, shielding, and other appurtenances related to an electrical system that are necessary for operation or concealment (excepting transmission and distribution poles) are not considered to be iron or steel products and are, therefore, exempt from the requirements of this paragraph.

This provision shall be applied in a manner consistent with and may not be construed to impair the state’s obligations under any international agreement.

44. Complete and Accurate information.

Grantee represents and warrants that all statements and information provided to DEP are current, complete, and accurate. This includes all statements and information in this Grant, as well as its Attachments and Exhibits.

45. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. L0377

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.
The Project funded under this Agreement is Zephyrhills - Zephyr Park. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.
a. Reimbursement Period. The reimbursement period for this Agreement is the same as the term of the Agreement.
b. Extensions. There are extensions available for this Project.
c. Service Periods. Additional service periods are not authorized under this Agreement.

3. Payment Provisions.
a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
b. Invoicing. Invoicing will occur as indicated in Attachment 3.
c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.
Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

Reimbursement	Match	Category
☐	☐	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
☐	☐	a. Fringe Benefits, N/A.
☐	☐	b. Indirect Costs, N/A.
☒	☐	Contractual/Subaward (Subcontractors/Subrecipients)
☐	☐	Travel, in accordance with Section 112, F.S.
☐	☐	Equipment
☐	☐	Rental/Lease of Equipment
☐	☐	Miscellaneous/Other Expenses
☐	☐	Land Acquisition

5. Equipment Purchase.
No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.
There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements
There is no match required on the part of the Grantee under this Agreement.

8. Insurance Requirements

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

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

b. Commercial Automobile Insurance.
If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

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

d. Other Insurance. None.

9. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

10. Retainage.

No retainage is required under this Agreement.

11. Subcontracting/Subawards.

The Grantee may subcontract/subaward work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts/subawards pursuant to this Agreement, which require prior approval. Regardless of any subcontract/subaward, the Grantee is ultimately responsible for all work to be performed under this Agreement. Upon request by the Department's Grant Manager, the Grantee will submit a copy of the executed subcontract.

12. State-owned Land.

The work will not be performed on State-owned land.

13. Office of Policy and Budget Reporting.

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

14. Common Carrier.

a. Applicable to contracts/grants with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor/Subrecipient must also fill out and return PUR 1808 before contract/subaward execution. If Contractor/Subrecipient is a common carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this Agreement immediately if Contractor/Subrecipient is found to be in violation of the law or the attestation in PUR 1808.

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

15. Financial Assistance and Payment of Invoices to Rural Communities or Rural Areas of Opportunity
This agreement does not provide federal or state financial assistance to a county or municipality that is a rural community or rural area of opportunity as those terms are defined in s. 288.0656(2).

16. Additional Terms.
None.

ATTACHMENT 3
GRANT WORK PLAN

PROJECT TITLE: Zephyrhills - Zephyr Park

PROJECT LOCATION: The Project will be located in the City of Zephyrhills within Pasco County; Lat/Long (28.2297, -82.1848).

PROJECT BACKGROUND: Zephyr Lake Park is located near the City of Zephyrhills' (Grantee) historic urban area. This project addresses the need to manage stormwater runoff and support aquifer recharge through an integrated stormwater system that uses wetlands and floodable landscapes to capture, treat, and reuse water. These improvements will reduce flooding, improve water quality, and support aquifer recharge.

PROJECT DESCRIPTION: The Grantee will reshape the existing stormwater pond and construct an integrated stormwater management system at Zephyr Lake Park, including wetlands and floodable landscape designed to capture, treat, and reuse stormwater and reclaimed water.

The Grantee does not anticipate that the funding under this Agreement will result in a fully completed project, so this Agreement will cover a portion of the work.

TASKS: All documentation should be submitted electronically unless otherwise indicated and should be submitted prior to the expiration of the grant agreement.

Task 1: Project Management

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

Documentation: The Grantee will submit a signed summary of activities completed for the period of work covered in the payment request, using the format provided by the Department's Grant Manager. Upon request by the Department's Grant Manager, the Grantee will provide additional supporting documentation relating to this task.

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

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

Task 2: Construction

Deliverables: The Grantee will construct the Zephyrhills - Zephyr Park project in accordance with the final design.

Documentation: The Grantee will submit: 1) a copy of the final design; 2) a signed summary of activities completed for the period of work covered in the payment request, using the format provided by the Department's Grant Manager. Upon request by the Department's Grant Manager, the Grantee will provide additional supporting documentation relating to this task.

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

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

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

Task No.	Task Title	Budget Category	Grant Amount	Task Start Date	Task End Date
1	Project Management	Contractual Services	$132,500	07/01/2025	09/30/2028
2	Construction	Contractual Services	$2,517,500	07/01/2025	09/30/2028
		Total:	$2,650,000		

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STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements

Attachment 4

1. **Public Records.**

a. If the Agreement exceeds $35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution and section 119.07(1), F.S.

b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. **Additional Public Records Duties of Section 119.0701, F.S., If Applicable.**
For the purposes of this paragraph, the term "contract" means the "Agreement." If Grantee is a "contractor" as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

a. Keep and maintain Public Records required by Department to perform the service.

b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.

c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.

d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.

e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department's custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

f. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT:**

Telephone: **(850) 245-2118**
Email: public.services@floridadep.gov
Mailing Address: **Department of Environmental Protection**
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Audit Requirements
(State and Federal Financial Assistance)

Attachment 5

The administration of resources awarded by the Department of Environmental Protection *(which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient *(which may be referred to as the "Recipient", "Grantee" or other name in the agreement)* may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends $1,000,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.

2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.

3. A recipient that expends less than $1,000,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than $1,000,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from non-federal entities).

4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at https://sam.gov/content/assistance-listings.

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(1)(n), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and the current Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and the current Rules of the Auditor General.

3. If the recipient expends less than $750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than $750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at https://apps.fldfs.com/fsaa for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at http://www.leg.state.fl.us/Welcome/index.cfm, State of Florida's website at http://www.myflorida.com/, Department of Financial Services' Website at https://www.myfloridacfo.com/ and the Auditor General's Website at http://www.myflorida.com/audgen/.

PART III: OTHER AUDIT REQUIREMENTS

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

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512

   A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

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

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

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

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

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

Electronically:
FDEPSingleAudit@dep.state.fl.us

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

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

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

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

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

Electronically:
FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and the current Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or the current Rules of the Auditor

General, should indicate the date and time the reporting package was delivered to the recipient and any correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

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

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year[1]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	Department of Environmental Protection	2025-2026	37.039	Statewide Water Quality Restoration Projects – LI 1555	$2,650,000	149950
State Program B	State Awarding Agency	State Fiscal Year[2]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	$2,650,000	

Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [https://sam.gov/content/assistance-listings] and/or the Florida Catalog of State Financial Assistance (CSFA) [https://apps.fldfs.com/fsaa/searchCatalog.aspx], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/compliance.aspx]. The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

[1] Subject to change by Change Order.
[2] Subject to change by Change Order.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Exhibit A
Progress Report Form

The current **Exhibit A, Progress Report Form** for this grant can be found on the Department's website at this link:

https://floridadep.gov/wra/wra/documents/progress-report-form

Please use the most current form found on the website, linked above, for each progress report submitted for this project.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Exhibit C
Payment Request Summary Form

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

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

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

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement

This Agreement is entered into between the Parties named below, pursuant to section 215.971, Florida Statutes:

1. Project Title (Project): **Zephyrhills - Zephyr Park**

Agreement Number: **L0377**

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

Grantee Name: **City of Zephyrhills**

Entity Type: **Local Government**

Grantee Address: **5335 8th Street, Zephyrhills, FL 33542**

FEID: **59-6000455**

(Grantee)

3. Agreement Begin Date: **July 01, 2025**

Date of Expiration: **March 31, 2029**

4. Project Number: *(If different from Agreement Number)*

Project Location(s): **Lat/Long: (28.2297,-82.1848)**

Project Description: **The Grantee will reshape the existing stormwater pond and construct an integrated stormwater management system at Zephyr Lake Park.**

5. Total Amount of Funding: **$ 2,650,000.00**

Funding Source?	Award #s or Line-Item Appropriations:	Amount per Source(s):
■ State ☐ Federal	**LP, GAA LI 1555, FY 25-26, WPSPTF**	$ **2,650,000.00**
☐ State ☐ Federal		$
☐ State ☐ Federal		$
☐ Grantee Match		$
	Total Amount of Funding + Grantee Match, if any:	$ **2,650,000.00**

6. Department's Grant Manager

Name: **Diana Llerena** or successor

Address: **Florida Dept. of Environmental Protection**
3900 Commonwealth Blvd., MS 3602
Tallahassee, FL 32399-3000

Phone: **850-245-2841**

Email: **Diana.Llerena@FloridaDEP.gov**

Grantee's Grant Manager

Name: **Jessica Carter** or successor

Address: **City of Zephyrhills**
5335 8th Street
Zephyrhills, FL 33542

Phone: **813-780-0000**

Email: **jcarter@ci.zephyrhills.fl.us**

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

■ Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
■ Attachment 2: Special Terms and Conditions
■ Attachment 3: Grant Work Plan
■ Attachment 4: Public Records Requirements
■ Attachment 5: Special Audit Requirements
☐ Attachment 6: Program-Specific Requirements
☐ Attachment 7: Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com, in accordance with section 215.985, F.S.
☐ Attachment 8: Federal Regulations and Terms (Federal)
☐ Additional Attachments (if necessary):
■ Exhibit A: Progress Report Form
☐ Exhibit B: Property Reporting Form
■ Exhibit C: Payment Request Summary Form
☐ Exhibit D: Quality Assurance Requirements
☐ Exhibit E: Advance Payment Terms and Interest Earned Memo
☐ Exhibit F: Common Carrier or Contracted Carrier Attestation Form PUR1808 (State)

☐ Exhibit H: Non-Profit Organization Compensation Form (State)	
☐ Exhibit I: Forced Labor Attestation Form	
☐ Additional Exhibits (if necessary):	
8. The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331 (a) (1):	
Federal Award Identification Number(s) (FAIN):	
Unique Entity Identifier (UEI):	
Federal Award Date to Department:	
Federal Award Project Description:	
Total Federal Funds Obligated by this Agreement:	
Federal Awarding Agency:	
Award R&D?	☐ Yes ☐N/A

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date unless another date is specified in the grant documents.

City of Zephyrhills **GRANTEE**

Grantee Name

By _____ _____

(*Authorized Signature)* Date Signed

Charles Proctor, Council President

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection **DEPARTMENT**

By _____ _____

Secretary or Designee Date Signed

Angela Knecht, Director, Division of Water Restoration Assistance

Print Name and Title of Person Signing

☑ Additional signatures attached on separate page.

DWRA Additional Signatures

_____

Diana Llerena, DEP Grant Manager

_____

David M. Taylor, DEP QC Reviewer

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS

ATTACHMENT 1

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
   i. Standard Grant Agreement
   ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
   iii. Attachment 1, Standard Terms and Conditions
   iv. The Exhibits in the order designated in the Standard Grant Agreement

b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.

c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.

d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
   (1) an increase or decrease in the Agreement funding amount;
   (2) a change in Grantee's match requirements;
   (3) a change in the expiration date of the Agreement;
   (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department; and/or
   (5) any changes to the terms and conditions of the Agreement other than the specific instances enumerated below when a change order may be used.
   A change order to this Agreement may be used when:
   (1) task timelines within the current authorized Agreement period change;
   (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
   (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
   (4) fund transfers between budget categories for the purposes of meeting match requirements.
   This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.

e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the

execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

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

5. Performance Measures.

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

6. Acceptance of Deliverables.

a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.

b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.

b. Invoice reduction
If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.

c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.
    i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.

ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with section 215.422, Florida Statutes (F.S.).

b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.

c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.

d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf.

e. Rural Communities and Rural Areas of Opportunity. If Grantee is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" (RAO) as defined in subsection 288.0656(2), F.S., such Grantee may request from the Department that all invoice payments under this Agreement be directed to the relevant county or municipality or to the RAO itself. The Department will agree to Grantee's request if:

i. Grantee demonstrates that it is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" under subsection 288.0656(2), F.S.;

ii. Grantee demonstrates current financial hardship using one (1) or more of the "economic distress" factors defined in subsection 288.0656(2)(c), F.S.;

iii. Grantee's performance has been verified by the Department, which has determined that Grantee is eligible for invoice payments and that Grantee's performance has been completed in accordance with this Agreement's terms and conditions; and

iv. Applicable federal and state law(s), rule(s) and regulation(s) allow for such payments.

This subsection may not be construed to alter or limit any other applicable provisions of federal or state law, rule, or regulation. A current list of Florida's designated RAOs can be accessed at the following web address: https://floridajobs.org/community-planning-and-development/rural-community-programs/rural-areas-of-opportunity.

f. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.

g. State Funds Documentation. Pursuant to section 216.1366, F.S., if Grantee meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Grantee must provide the Department with documentation that indicates the amount of state funds:

i. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer.
ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer.

The documentation must indicate the amounts and recipients of the remuneration. Such information must be posted on the State's the contract tracking system and maintained pursuant to section 215.985, F.S., and must be posted on the Grantee's website, if Grantee maintains a website.

h. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.

i. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.

j. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.

k. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: https://www.myfloridacfo.com/division/aa/local-governments/judgement-interest-rates.

l. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.

b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.

c. Contractual/Subaward Costs (Subcontractors/Subrecipients). Match or reimbursement requests for payments to subcontractors/subrecipients must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts/subawards which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor/subrecipient exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing $5,000 or more purchased for the Project under a subcontract/subaward is subject to the requirements set forth in chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. For grants funded with federal funds, nonconsumable and/or nonexpendable personal property or equipment costing $10,000 or more purchased for the Project under a subcontract/subaward is subject to the requirements set forth in 2 CFR 200. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts/subawards that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts/subaward issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors/subrecipients.

i. For fixed-price (vendor) subcontracts/subawards, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts/subawards to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted/subawarded activities shall be supported with a copy of the subcontractor/subrecipient's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract/subaward. The Grantee may request approval from Department to award a fixed-price subcontract/subaward resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor/subrecipient. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract/subaward.

ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S., or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.

d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with section 112.061, F.S.

e. Direct Purchase Equipment. For grants funded fully or in part with state funds, equipment is defined as capital outlay costing $5,000 or more. For grants funded fully with federal funds, equipment is defined as capital outlay costing $10,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department and does not include any equipment purchased under the delivery of services to be completed by a subcontractor/subrecipient. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form**.**

f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.

g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor/subrecipient, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.

h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form**,** to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.

b. If Grantee fails to perform the requested work or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.
c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.
d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

a. Insurance Requirements for Subrecipients and/or Subcontractors. The Grantee shall require its subrecipients and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its subrecipients and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Subrecipients and/or subcontractors must provide proof of insurance upon request.
b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage ***prior to*** performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.
e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.
b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.

e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

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

15. Events of Default.

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

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

16. Suspension of Work.

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

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts

of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors/subrecipients or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY**. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchase may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

a. The Grantee shall be fully liable for the actions of its agents, employees, partners, and subcontractors/subrecipients and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
    i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, and subcontractors/subrecipients; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
    ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.

b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.

c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.

d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of $100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to

other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts/Subawards.

a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor/subrecipient knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts/subawards with private organizations issued as a result of this Agreement.

b. Pursuant to sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:

   i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

   ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

   iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.

   iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Development, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts/subawards issued as a result of this Agreement.

b. The Grantee, its subrecipients, subcontractors and agents must also comply with the following civil rights laws and regulations:

   i. Title VI of the Civil Rights Act of 1964 as amended (prohibiting discrimination in federally assisted programs on the basis of race, color, or national origin in the delivery of services or benefits);

ii. Section 13 of the 1972 Amendment to the Federal Water Pollution Control Act (prohibiting discrimination on the basis of sex in the delivery of services or benefits under the Federal Water Pollution Control Act as amended);
iii. Section 504 of the Rehabilitation Act of 1973 (prohibiting discrimination in federally assisted programs on the basis of disability, both in employment and in the delivery of services and benefits);
iv. Age Discrimination Act of 1975 (prohibiting discrimination in federally assisted programs on the basis of age in the delivery of services or benefits);
v. 40 C.F.R. Part 7, (implementing Title VI of the Civil Rights Act of 1964, Section 13 of the 1972 Amendments to the Federal Water Pollution Control Act, and Section 504 of the Rehabilitation Act of 1973);
vi. Florida Civil Rights Act of 1992 (Title XLIV Chapter 760, Sections 760.01, 760.11 and 509.092, F.S.), including Part I, chapter 760, F.S. (prohibiting discrimination on the basis of race, color, religion, sex, pregnancy, national origin, age, handicap, or marital status).

c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.
This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.
If applicable, Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

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

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

25. Investing in America
Grantees of an award for construction projects in whole or in part by the Bipartisan Infrastructure Law or the Inflation Reduction Act, including the following provision:

a. Signage Requirements
a. Investing in America Emblem: The recipient will ensure that a sign is placed at construction sites supported in whole or in part by this award displaying the official Investing in America emblem and must identify the project as a “project funded by President Biden’s Bipartisan Infrastructure Law” or “project funded by President Biden’s Inflation Reduction Act” as applicable. The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.

The recipient will ensure compliance with the guidelines and design specifications provided by EPA for using the official Investing in America emblem available at: https://www.epa.gov/invest/investing-america-signage.

b. Procuring Signs: Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Investing in America emblem or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

26. Scrutinized Companies.

a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in section 287.135, F.S. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

c. As provided in subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

27. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to section 216.347, F.S., except that pursuant to the requirements of section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with sections 11.062 and 216.347, F.S.

28. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted or subawarded, Grantee shall similarly require each subcontractor/subrecipient to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: http://dos.myflorida.com/library-archives/records-management/general-records-schedules/).

29. Audits.

a. Inspector General. The Grantee understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its subrecipients and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its subrecipients and/or subcontractors, respectively.

b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:

i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: https:\\apps.fldfs.com\fsaa.

d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.

e. No Commingling of Funds. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

30. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

31. Independent Contractor.

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

32. Subcontracting/Subawards.

a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.

b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor/subrecipient, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.
c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor/subrecipient, or agent.
d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract/subaward. The Department shall not be liable to any subcontractor/subrecipient for any expenses or liabilities incurred under any subcontract/subaward, and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract/subaward.
e. The Department will not deny Grantee's employees, subcontractors/subrecipients, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
f. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Development at (850) 487-0915.
g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor/subrecipient at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s)/subrecipient(s), and without the fault or negligence of either, unless the subcontracted/subawarded products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

33. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

34. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

35. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract/subaward, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

36. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

37. Grantee's Employees, Subcontractors/Subrecipients and Agents.

All Grantee employees, subcontractors/subrecipients, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors/subrecipients, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

38. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

39. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for

the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

40. Disclosure of Gifts from Foreign Sources.

If the value of the grant under this Agreement is $100,000 or more, Grantee shall disclose to Department any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern, as defined in section 286.101, F.S., if such interest, contract, or grant or gift has a value of $50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous 5 years. Such disclosure shall include the name and mailing address of the disclosing entity, the amount of the contract or grant or gift or the value of the interest disclosed, the applicable foreign country of concern and, if applicable, the date of termination of the contract or interest, the date of receipt of the grant or gift, and the name of the agent or controlled entity that is the source or interest holder. If the disclosure requirement is applicable as described above, then within 1 year before applying for any grant, Grantee must also provide a copy of such disclosure to the Department of Financial Services.

41. Food Commodities.

To the extent authorized by federal law, the Department, its grantees, contractors and subcontractors/subrecipients shall give preference to food commodities grown or produced in this state when purchasing food commodities, including farm products as defined in section 823.14, F.S., of any class, variety, or use thereof in their natural state or as processed by a farm operation or processor for the purpose of marketing such product.

42. Anti-human Trafficking.

If the Grantee is a nongovernmental entity, the Grantee must provide the Department with an affidavit signed by an officer or a representative of the Grantee under penalty of perjury attesting that the Grantee does not use coercion for labor or services as defined in section 787.06, F.S.

43. Iron and Steel for Public Works Projects.

If this Agreement funds a "public works project" as defined in section 255.0993, F.S., or the purchase of materials to be used in a public works project, any iron or steel permanently incorporated in the Project must be "produced in the United States," as defined in section 255.0993, F.S. This requirement does not apply if the Department determines that any of the following circumstances apply to the Project:

(1) iron or steel products produced in the United States are not produced in sufficient quantities, reasonably available, or of satisfactory quality;
(2) the use of iron or steel products produced in the United States will increase the total cost of the project by more than twenty percent (20%); or
(3) complying with this requirement is inconsistent with the public interest.

Further, this requirement does not prevent the Contractor's minimal use of foreign steel and iron materials if:

(1) such materials are incidental or ancillary to the primary product and are not separately identified in the project specifications; and
(2) the "cost" of such materials, as defined in section 255.0993, F.S., does not exceed one-tenth of one percent (1%) of the total Project Cost under this Agreement or $2,500, whichever is greater.

Electrical components, equipment, systems, and appurtenances, including supports, covers, shielding, and other appurtenances related to an electrical system that are necessary for operation or concealment (excepting transmission and distribution poles) are not considered to be iron or steel products and are, therefore, exempt from the requirements of this paragraph.

This provision shall be applied in a manner consistent with and may not be construed to impair the state's obligations under any international agreement.

44. Complete and Accurate information.

Grantee represents and warrants that all statements and information provided to DEP are current, complete, and accurate. This includes all statements and information in this Grant, as well as its Attachments and Exhibits.

45. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. L0377

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.
The Project funded under this Agreement is Zephyrhills - Zephyr Park. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.
a. Reimbursement Period. The reimbursement period for this Agreement is the same as the term of the Agreement.
b. Extensions. There are extensions available for this Project.
c. Service Periods. Additional service periods are not authorized under this Agreement.

3. Payment Provisions.
a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
b. Invoicing. Invoicing will occur as indicated in Attachment 3.
c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.
Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

Reimbursement	Match	Category
☐	☐	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
☐	☐	a. Fringe Benefits, N/A.
☐	☐	b. Indirect Costs, N/A.
☒	☐	Contractual/Subaward (Subcontractors/Subrecipients)
☐	☐	Travel, in accordance with Section 112, F.S.
☐	☐	Equipment
☐	☐	Rental/Lease of Equipment
☐	☐	Miscellaneous/Other Expenses
☐	☐	Land Acquisition

5. Equipment Purchase.
No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.
There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements
There is no match required on the part of the Grantee under this Agreement.

8. Insurance Requirements

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

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

b. Commercial Automobile Insurance.
If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

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

d. Other Insurance. None.

9. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

10. Retainage.

No retainage is required under this Agreement.

11. Subcontracting/Subawards.

The Grantee may subcontract/subaward work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts/subawards pursuant to this Agreement, which require prior approval. Regardless of any subcontract/subaward, the Grantee is ultimately responsible for all work to be performed under this Agreement. Upon request by the Department's Grant Manager, the Grantee will submit a copy of the executed subcontract.

12. State-owned Land.

The work will not be performed on State-owned land.

13. Office of Policy and Budget Reporting.

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

14. Common Carrier.

a. Applicable to contracts/grants with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor/Subrecipient must also fill out and return PUR 1808 before contract/subaward execution. If Contractor/Subrecipient is a common carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this Agreement immediately if Contractor/Subrecipient is found to be in violation of the law or the attestation in PUR 1808.

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

15. Financial Assistance and Payment of Invoices to Rural Communities or Rural Areas of Opportunity
This agreement does not provide federal or state financial assistance to a county or municipality that is a rural community or rural area of opportunity as those terms are defined in s. 288.0656(2).

16. Additional Terms.
None.

ATTACHMENT 3
GRANT WORK PLAN

PROJECT TITLE: Zephyrhills - Zephyr Park

PROJECT LOCATION: The Project will be located in the City of Zephyrhills within Pasco County; Lat/Long (28.2297, -82.1848).

PROJECT BACKGROUND: Zephyr Lake Park is located near the City of Zephyrhills' (Grantee) historic urban area. This project addresses the need to manage stormwater runoff and support aquifer recharge through an integrated stormwater system that uses wetlands and floodable landscapes to capture, treat, and reuse water. These improvements will reduce flooding, improve water quality, and support aquifer recharge.

PROJECT DESCRIPTION: The Grantee will reshape the existing stormwater pond and construct an integrated stormwater management system at Zephyr Lake Park, including wetlands and floodable landscape designed to capture, treat, and reuse stormwater and reclaimed water.

The Grantee does not anticipate that the funding under this Agreement will result in a fully completed project, so this Agreement will cover a portion of the work.

TASKS: All documentation should be submitted electronically unless otherwise indicated and should be submitted prior to the expiration of the grant agreement.

Task 1: Project Management

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

Documentation: The Grantee will submit a signed summary of activities completed for the period of work covered in the payment request, using the format provided by the Department's Grant Manager. Upon request by the Department's Grant Manager, the Grantee will provide additional supporting documentation relating to this task.

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

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

Task 2: Construction

Deliverables: The Grantee will construct the Zephyrhills - Zephyr Park project in accordance with the final design.

Documentation: The Grantee will submit: 1) a copy of the final design; 2) a signed summary of activities completed for the period of work covered in the payment request, using the format provided by the Department's Grant Manager. Upon request by the Department's Grant Manager, the Grantee will provide additional supporting documentation relating to this task.

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

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

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

Task No.	Task Title	Budget Category	Grant Amount	Task Start Date	Task End Date
1	Project Management	Contractual Services	$132,500	07/01/2025	09/30/2028
2	Construction	Contractual Services	$2,517,500	07/01/2025	09/30/2028
		Total:	$2,650,000		

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STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements

Attachment 4

1. **Public Records.**

a. If the Agreement exceeds $35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution and section 119.07(1), F.S.

b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. **Additional Public Records Duties of Section 119.0701, F.S., If Applicable.**
For the purposes of this paragraph, the term "contract" means the "Agreement." If Grantee is a "contractor" as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

a. Keep and maintain Public Records required by Department to perform the service.

b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.

c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.

d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.

e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department's custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

f. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT:**

Telephone: **(850) 245-2118**
Email: public.services@floridadep.gov
Mailing Address: **Department of Environmental Protection**
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Audit Requirements
(State and Federal Financial Assistance)

Attachment 5

The administration of resources awarded by the Department of Environmental Protection *(which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient *(which may be referred to as the "Recipient", "Grantee" or other name in the agreement)* may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends $1,000,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.

2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.

3. A recipient that expends less than $1,000,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than $1,000,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from non-federal entities).

4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at https://sam.gov/content/assistance-listings.

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(1)(n), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and the current Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and the current Rules of the Auditor General.

3. If the recipient expends less than $750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than $750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at https://apps.fldfs.com/fsaa for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at http://www.leg.state.fl.us/Welcome/index.cfm, State of Florida's website at http://www.myflorida.com/, Department of Financial Services' Website at https://www.myfloridacfo.com/ and the Auditor General's Website at http://www.myflorida.com/audgen/.

PART III: OTHER AUDIT REQUIREMENTS

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

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512

   A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

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

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

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

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

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

Electronically:
FDEPSingleAudit@dep.state.fl.us

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

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

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

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

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

Electronically:
FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and the current Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or the current Rules of the Auditor

General, should indicate the date and time the reporting package was delivered to the recipient and any correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

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

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year[1]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	Department of Environmental Protection	2025-2026	37.039	Statewide Water Quality Restoration Projects – LI 1555	$2,650,000	149950
State Program B	State Awarding Agency	State Fiscal Year[2]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	$2,650,000	

Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [https://sam.gov/content/assistance-listings] and/or the Florida Catalog of State Financial Assistance (CSFA) [https://apps.fldfs.com/fsaa/searchCatalog.aspx], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/compliance.aspx]. The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

[1] Subject to change by Change Order.
[2] Subject to change by Change Order.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Exhibit A
Progress Report Form

The current **Exhibit A, Progress Report Form** for this grant can be found on the Department's website at this link:

https://floridadep.gov/wra/wra/documents/progress-report-form

Please use the most current form found on the website, linked above, for each progress report submitted for this project.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Exhibit C
Payment Request Summary Form

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

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

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

City Council Meeting
December 8, 2025

Action Item

CONSENT ITEMS 1.5

Approval of Agreement **41-25-36** Solid Waste Interlocal Agreement

Issue:

This memo provides a staff-level summary of the updated Interlocal Agreement Between Pasco County and the City of Zephyrhills for Solid Waste Disposal & Resource Recovery. The new agreement extends and updates the original arrangement and supports the County's long-term solid waste management strategy, including the planned 2026 expansion project.

Background:

The agreement provides for the following:

1. County as Lead Solid Waste Agency

- The County remains the lead agency responsible for the disposal of all solid waste generated within the City.
- The County will continue to operate, maintain, and expand the Solid Waste Disposal and Resource Recovery System, including the **2026 Project**—an estimated 475-ton-per-day facility expansion.
- The County will manage all waste processing, residue disposal, and system shutdown contingencies.
- The County will indemnify the City, to the extent permitted by law, for claims arising from the County's operation of the system.

2. City Responsibilities

- The City retains full responsibility for waste collection within municipal limits.
- The City must ensure that all processable waste is delivered to the County's system

unless the system is unavailable due to disasters or emergencies.

- Annexed areas will automatically fall under the agreement.

3. Flow Control

- The County maintains exclusive control over disposal of solid waste generated within City limits.
- The City must enforce measures to ensure delivery of processable waste to the County system.
- The City does not pledge any municipal taxing authority or assets toward the system.

4. Fees, Assessments & Impact Fees

- The County has exclusive authority to impose, levy, and collect disposal fees, assessments, and impact fees within the City.
- Rates must be equitable and consistent with those applied to unincorporated areas.
- Proposed rate changes must be submitted to the City for review and comment before adoption.
- Any impact fees collected must be used specifically for system expansion related to new growth.

5. Class III Landfills

- The City may continue to use a permitted Class III landfill for eligible waste generated within City boundaries.

6. Term and Renewal

- The agreement remains in effect until the later of:

- Retirement of the 2026 Bonds and any other system-related bonded indebtedness; or 30 years from the agreement's effective date.
- Automatic two-year renewals occur unless a party provides written non-renewal notice one year before expiration.

7. Additional Provisions

- Both parties agree to execute necessary documents to support the agreement (further assurances clause).
- The agreement supersedes any prior conflicting agreements.
- Assignment requires mutual approval.
- The County's bondholders are recognized as third-party beneficiaries.
- Amendments require written approval from both parties.
- Florida law governs the agreement.
- Either party may seek specific performance if the other fails to comply.
- Mutual indemnification is provided to the maximum extent permitted by law.
- Should the County use an Advisory Board, the City will appoint one elected representative.
- Agreement is required to be recorded with the Clerk of Court.

Attachment(s):

1. 41-25-36 Solid Waste Interlocal Agreement

Fiscal Impact:

No fiscal impact.

Staff Recommendation:

Staff recommends approval of agreement 41-25-36 - Solid Waste Interlocal Agreement

INTERLOCAL AGREEMENT BETWEEN PASCO COUNTY AND THE CITY OF ZEPHYRHILLS FOR SOLID WASTE DISPOSAL & RESOURCE RECOVERY

THIS AGREEMENT is made and entered into by and between PASCO COUNTY, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners, the governing body thereof, hereinafter referred to as the "County," and the City of Zephyrhills, a municipal corporation of the State of Florida, acting by and through its City Council, the governing body thereof, hereinafter referred to as "City." Individually, the County and the City may be referred to herein as a "Party" and collectively may be referred to herein as the "Parties".

W I T N E S S E T H:

WHEREAS, Section 403.706(2)(b), Florida Statutes, requires the Board of County Commissioners to administer and be responsible for the local resource recovery program within the County; and,

WHEREAS, with the exception of certain Class III landfilling activities, the various municipalities within Pasco County rely on the County to provide facilities for solid waste disposal; and,

WHEREAS, in order to provide for the sound management of solid waste, reduce the volume of solid waste disposed of in landfills, and to promote more efficient solid waste disposal, the County has developed solid waste disposal and resource recovery facilities for recovering energy from solid waste and facilities for the disposal of process residue, the operation of which commenced in 1991 (the "Solid Waste Disposal and Resource Recovery System" or "System"); and,

WHEREAS, pursuant to the authorization set forth in Chapter 87-441, Laws of Florida, the County is authorized to operate the Solid Waste Disposal and Resource Recovery System within all the unincorporated areas of the County, and to the extent authorized by interlocal agreement, the incorporated areas of the County; and,

WHEREAS, in accordance therewith, the County and the City previously entered into that certain Interlocal Agreement Between Pasco County and the City of Zephyrhills for Solid Waste Disposal and Resource Recovery (including any amendments or extensions thereto, the "Original Interlocal Agreement"); and,

WHEREAS, the Original Interlocal Agreement provided for, among other things, (i) the City's designation of the County as the lead solid waste agency responsible for disposal of all solid waste collected with the City, (ii) the County's assumption of full responsibility for construction, operation and maintenance of its Solid Waste Disposal and Resource Recovery System, (iii) the County's provision of solid waste disposal facilities to serve the City, and (iv) the County's authority to impose, levy, and collect disposal fees and/or non-ad valorem special assessments (the "Solid Waste Assessments") within the City to fund System Costs (as defined herein), in a manner consistent with Chapter 87-441, Laws of Florida; and

WHEREAS, the Original Interlocal Agreement contemplated the County's issuance of bonded indebtedness to finance or refinance acquisition, construction, improvements, alterations, replacement, expansion or operation of the Solid Waste Disposal and Resource Recovery System (the "Prior Bonded Indebtedness); and

WHEREAS, the Solid Waste Assessments serve as the primary pledged source of security and payment for bonds issued by the County from time to time to finance and refinance improvements to the System, including the Prior Bonded Indebtedness; and,

WHEREAS, the Original Interlocal Agreement provided for termination of the agreement upon retirement of the Prior Bonded Indebtedness or the anniversary date designated therein, whichever occurred first, and specified that the term may be extended by mutual written consent of the parties thereto; and,

WHEREAS, the Prior Bonded Indebtedness including any refinancing thereof has been retired; and,

WHEREAS, to manage the solid waste volume increase associated with the County's significant population growth, the County has determined to acquire and construct necessary capital improvements to the System including but not limited to an estimated 475 ton per day expansion of the System's resource recovery facilities (the "2026 Project"); and

WHEREAS, the County intends to issue additional bonded indebtedness (the "2026 Bonds") to finance a portion of the costs of the 2026 Project; and,

WHEREAS, the County and the City desire to enter into this Agreement to extend and update the terms of the Original Interlocal Agreement to provide for (i) the County's issuance of additional bonded indebtedness to finance and refinance necessary improvements to and expansion of the Solid Waste Disposal and Resource Recovery System, including the 2026 Project, and (ii) the continued imposition of Solid Waste Assessments and other rates, fees and charges authorized by Chapter 87-441, Laws of Florida, to serve as the source of security and payment for the 2026 Bonds and/or other bonded indebtedness issued by the County from time to time to finance acquisition, construction, improvement, alteration, replacement and/or expansion of the System; and,

WHEREAS, by entering into this Agreement, the County and the City will continue providing for a reliable source of solid waste to the County's Solid Waste Disposal and Resource Recovery System in order to promote its economic viability; and,

WHEREAS, the City and the County desire to continue protecting the environment and the groundwater resources through a County-wide comprehensive solid waste disposal and resource recovery facilities to eliminate the necessity for long term sanitary landfills as the primary disposal method; and,

WHEREAS, through this cooperative agreement, the City and the County wish to continue implementation of successful and environmentally sound solid waste disposal and resource recovery services for the benefit of the municipal residents as well as those in the unincorporated areas of the County.

NOW, THEREFORE, in consideration of the foregoing premises, which shall be deemed an integral part of this Agreement, and the mutual covenants and conditions hereafter set forth, the City and the County, intending to be legally bound hereby, agree as follows:

SECTION I. PURPOSES

It is the purpose and intent of this Agreement to define the terms and conditions of the County's continued provision of solid waste disposal services to the City and the terms and conditions under which the City shall participate in said program. This Agreement is intended to provide the County control over the flow of all Processable Waste generated within the City in order that the same may be directed to the County's Solid Waste Disposal and Resource Recovery System. All terms and conditions of this Agreement shall be interpreted in a manner consistent with, and in furtherance of, the purposes as set forth above.

SECTION II. AUTHORITY FOR AGREEMENT; WARRANTIES AND REPRESENTATIONS

(A) This Agreement is entered into pursuant to the authority set forth in Chapter 87-441, Laws of Florida, Section 163.01, Florida Statutes and Chapter 403 Part IV, Florida Statutes.

(B) The City warrants and represents to the County that the execution and delivery of this Agreement has been duly authorized by all appropriate actions of the Governing Body of the City, this Agreement has been executed and delivered by an authorized officer of the City, and this Agreement constitutes the legal, valid and binding obligation of the City enforceable against it in accordance with its terms (except as enforceability may be limited by applicable bankruptcy or similar laws affecting creditors' rights, and by application of equitable principles if equitable remedies are sought).

(C) The County warrants and represents to the City that the execution and delivery of the Agreement has been duly authorized by all appropriate actions of the Governing Body of the County, and this Agreement constitutes the legal, valid and binding obligation of the County enforceable against it in accordance with its terms (except as enforceability may be limited by

applicable bankruptcy or similar laws effecting creditors' rights, and by application of equitable principles if equitable remedies are sought).

SECTION III. DEFINITIONS

Capitalized terms used herein shall have the meanings assigned thereto above and/or as follows, unless the context clearly indicates to the contrary:

(A) "City" shall mean the City of Zephyrhills, a municipal corporation of the State of Florida.

(B) "County" shall mean Pasco County, Florida, a political subdivision of the State of Florida.

(C) "Governing Body of the City" shall mean the City Council] of the City of Zephyrhills.

(D) "Governing Body of the County" shall mean the Board of County Commissioners of Pasco County.

(E) "Hazardous Waste" shall mean a waste material, or a combination of waste materials, which because of its quantity, concentration, or physical, chemical, or infectious characteristics may cause, or significantly contribute to, an increase in mortality or an increase in serious irreversible or incapacitating reversible illness or may pose a substantial present or potential hazard to human health or the environment when improperly transported, disposed of, stored, treated, or otherwise managed. The term "Hazardous Waste" includes, but is not limited to, volatile, chemical, biological, explosive, flammable, radioactive, and toxic materials. "Hazardous Waste" shall also mean waste which is defined as harmful, toxic, dangerous or hazardous at any time during the term of this Agreement pursuant to (i) the Solid Waste Disposal Act, 42 USC Sections 6901 et seq., as amended; (ii) the Florida Resource Recovery and Management Act, Sections 403.701 et seq., as amended; (iii) any other Federal, State, County or local codes, statutes or laws; and (iv) any regulations, orders or other actions promulgated or taken with respect to the items listed in (i) through (iii) above; provided, however, that any such materials which are later determined not to be harmful, toxic, dangerous, or hazardous by any

governmental agency or unit having appropriate jurisdiction shall not be considered “Hazardous Waste” unless a contrary determination has been made or is made by any other governmental agency or unit having appropriate jurisdiction.

(F) "Non-processable Waste" shall mean ashes, foundry sand, cesspool and other human waste, human remains and animal carcasses, tree trunk sections, branches and stumps longer that five feet or more than eight inches in diameter, matter or material longer than five feet, motor vehicles (including major parts such as transmissions, rear ends, springs, and fenders), agricultural machinery and equipment, marine vessels and their major parts, any other large machinery or equipment, liquid waste, any matter or material incineration of which in the Solid Waste Disposal and Resource Recovery System is prohibited by any law, ordinance, rule, or regulation of any government or public agency having jurisdiction over the project and its operations, non-combustible construction material, or demolition debris, ordinance materials, Hazardous Waste and Special Waste.

(G) "Person" shall mean an individual, partnership, joint venture, private or public service company, agency, department, or entity of the United States Government or of any state government, or any other agency, department, or entity, public or private, however organized.

(H) "Processable Waste" shall mean that portion of the Solid Waste stream which is capable of being processed in a mass burn resource recovery facility, including, but not limited to, all forms of household and other garbage, trash, rubbish, refuse, combustible agricultural, commercial and light industrial waste, commercial waste, leaves and brush, paper and cardboard, plastics, wood and lumber, rags, carpeting, occasional tires, wood furniture, mattresses, stumps, wood pallets, timber, tree limbs, ties and logs, not separated and recycled at the source of generation, but excluding Non-processable Waste, except, to the extent consistent with the regulatory and permit requirements applicable to the processing of Solid Waste by a mass burn recovery facility, such as minor amounts of Non-processable Waste (other than Hazardous Waste) as may be contained in the Solid Waste stream.

(I) "Resource Recovery" shall mean any process by which one or more of the various components in solid waste are separated or concentrated for reuse or resale, including the conversion of solid waste into energy or a marketable fuel.

(J) "Solid Waste" shall mean garbage, refuse, and other discarded solid materials, including solid waste materials resulting from domestic industrial, commercial, or agricultural operations, governmental operations, and community activities, but does not include solids or dissolved materials in domestic sewage or other significant pollutants in water resources, such as silt, dissolved or suspended solids in industrial wastewater effluent, dissolved materials in irrigation return flows, other common water pollutants or specific wastes, or any by-products, the sale or reuse of which is intended by the Person from whose process they resulted.

(K) "Solid Waste Disposal and Resource Recovery System" or "System" shall mean any and all facilities used and useful by the County, including the facilities comprising the 2026 Project, in the collection, transportation, and disposal of solid waste, including, but not limited to, Transfer Stations, Volume Reduction Plants, sanitary landfills or other disposal means, and resource recovery facilities, including steam production and electrical generating facilities using solid waste as fuel and including Transfer Stations to the extent the Transfer Stations are provided or operated to carry out the provisions of Chapter 87-441, Laws of Florida.

(L) "Special Waste" shall mean any wastes that require extraordinary management and includes, but is not limited to: abandoned automobiles, inoperative and discarded refrigerators, ranges, washers, water heaters, and other similar domestic and commercial appliances; used tires; waste oil; sludges; dead animals; septic tank pumpings; and infectious wastes.

(M) "System Costs" shall mean the costs of acquiring, constructing, equipping, installing, expanding and improving the components and facilities of the Solid Waste Disposal and Resource Recovery System and 2026 Project, and includes, but is not limited to: (i) the cost of all labor and materials; (ii) the cost of all lands, property rights, easements, and franchises

acquired which are deemed necessary for such acquisition and construction; (iii) the cost of equipping and installation of all machinery and equipment; (iv) any financing charges; (v) the costs associated with any letter of credit or insurance premium; the cost of funding any reasonably required debt service reserve, renewal and replacement fund or emergency repair fund; (vi) any interest prior to and during construction and for a reasonable period after construction; (vii) any engineering, financial and legal services expenses; (viii) the cost of any plans, specifications, surveys, or estimates of construction costs and of revenues; and other expenses necessary or incident to determining the feasibility or practicability of such acquisition, construction, equipping and installation; (ix) any administrative expenses; and (x) such other expenses as may be necessary or incident to the financing authorized pursuant to Chapter 87-441, Law of Florida, to such acquisition construction, equipping and installation, and to the placing of the 2026 Project and the Solid Waste Disposal and Resource Recovery System, or any portion thereof, in operation.

(N) "Transfer Station" shall mean a facility where solid waste is placed before being transferred to a solid waste processing or disposal facility.

(O) "Volume Reduction Plant" shall mean, but is not limited to, incinerators, pulverizers, compactors, shredding and baling plants, composting plants, resource recovery plants, and other plants which accept and process solid waste for recycling or disposal.

SECTION IV. DESIGNATION OF COUNTY AS LEAD AGENCY

(A) The City hereby ratifies and confirms its prior designation of the County as the lead solid waste agency responsible for disposal of all solid waste collected within the City. The County shall be responsible for planning and implementing expansions to the Solid Waste Disposal and Resource Recovery System, including but not limited to the 2026 Project, in order to accommodate the disposal of solid waste generated within the area of the City. The County shall operate, maintain and administer the System, or shall cause the same to be operated, maintained, and administered as to be capable of handling the Processable Waste from the City. Except as

provided in paragraphs (B) and (C) below, the County shall be solely responsible for and exclusively entitled to the benefits of any Processable Waste disposed of through the Solid Waste Disposal and Resource Recovery System. The County shall be responsible for handling all residue generated by the Solid Waste Disposal and Resource Recovery System and for handling and disposing of all Processable Waste delivered to the Solid Waste Disposal and Resource Recovery System during the period of shutdown. As the lead solid waste agency, the County assumes full responsibility for the operation and maintenance of its Solid Waste Disposal and Resource Recovery System and the construction or installation of any improvements thereto including the 2026 Project. The County further agrees, to the extent permitted by law, to indemnify and hold the City harmless from any claim against the City arising as a result of the County's operation or maintenance of the Solid Waste Disposal and Resource Recovery System.

(B) Notwithstanding anything herein to the contrary, this Agreement shall not limit the City's authority to provide for the cleanup, removal and disposal of debris resulting from major storm or other natural disaster events, or to utilize means other than the Solid Waste Disposal and Resource Recovery System to effectuate such clean up, removal and disposal in the event the System is shutdown or otherwise incapable of receiving or disposing of such debris following such major storm or natural disaster events.

(C) Notwithstanding anything herein to the contrary, this Agreement shall not limit the City's authority to provide for the cleanup, removal and disposal of solid waste by means other than the Solid Waste Disposal and Resource Recovery System, in the event such System, due to emergency event or other disruption, is temporarily incapable of receiving or disposing of such solid waste.

SECTION V. <u>FLOW CONTROL</u>

Pursuant to the provisions of Chapter 87-441, Laws of Florida, except as otherwise provided in Section X, the County shall have exclusive control over the disposal of solid waste generated within the boundaries of the City and the County may adopt and enforce such

regulations as necessary to effectuate this authority. Furthermore, the City shall institute and maintain by regulation or ordinance enforceable measures sufficient to ensure the delivery of all Processable Waste generated in the City to the Solid Waste Disposal and Resource Recovery System. However, nothing set forth herein shall be read or interpreted so as to preclude or limit the rights of the City as set forth herein. It is further understood between the parties hereto that the City neither pledges, encumbers nor hypothecates, in any manner, the City's taxing authority, revenues or assets for the construction or operation of the County's Solid Waste Disposal and Resource Recovery System or 2026 Project.

SECTION VI. LEVYING COLLECTION OF CHARGES FOR DISPOSAL SERVICES

The City and the County agree that the County shall have the exclusive authority to impose, levy, and collect, disposal fees or assessments, including but not limited to the Solid Waste Assessments, within the City, and to apply the revenues generated therefrom to fund System Costs, in a manner consistent with Chapter 87-441, Laws of Florida and that such fees or assessments for services provided by the County within the municipal limits shall not be greater than the fees or assessments provided for similar users within the unincorporated areas. Additionally, to the extent possible, the County agrees that the billing method utilized for residents, business and property owners within the City shall be identical to the billing method utilized for residents, business and property owners of the unincorporated area of the County. The County agrees that prior to final adoption of any fee schedule or updates thereto, the proposed fee schedule shall be submitted to the City for its review and comment. It is further agreed and understood that all rates, fees and charges, including impact fees, imposed and collected by the County under the terms of this Agreement shall be equitable, based upon reasonable classifications and are to be utilized for the System Costs associated with the County's Solid Waste Disposal and Resource Recovery System.

SECTION VII. COLLECTION OF SOLID WASTE

The City and the County agree that the City shall be solely responsible for the collection of solid waste within the municipal limits and the City covenants to ensure collection services are made available within said municipal boundaries. Furthermore, the City agrees that it will require its collection service and any collection service permitted by the City to deliver all Processable Waste generated within the area of the City to the Solid Waste Disposal and Resource Recovery System at such location and during such time as the County shall direct from time to time.

SECTION VIII. ANNEXATION

The City agrees that upon its annexation of any property the same shall automatically be included within the terms and conditions of this Agreement. However, in the event the County elects to issue geographic franchises to refuse collection firms within the unincorporated area which is annexed by the City, then the City and County agree to cooperate, to the extent practicable, to avoid the significant impairment in value of a particular franchise arising as a result of an annexation, which cooperation may include, but is not necessarily limited to, a delay of up to five (5) years for the property to be removed from the franchised area.

SECTION IX. CLASS III LANDFILLS

The County and City agree during the term of this Agreement that the City may continue to utilize a Class III landfill for that solid waste generated within the City and legally allowed to be disposed of therein. Nothing set forth herein shall preclude the City from utilizing a Class III landfill located within its incorporated limits for the disposal of Class III solid waste material generated within the boundaries of the City.

SECTION X. EFFECTIVE DATE; TERM; RENEWAL

(A) This Agreement shall be effective as of the day and year first above written**.**

(B) The initial term of this Agreement shall terminate upon the later of (i) retirement of the 2026 Bonds and all other bonded indebtedness issued by the County from time to time to finance or refinance the improvement and/or expansion of the Solid Waste Disposal and

Resource Recovery System, or (ii) the thirtieth (30th) anniversary of this Agreement.

(C) Unless either Party delivers a written notice of nonrenewal to the other Party on or before the date that is one (1) year prior to the then-effective expiration date, this Agreement shall automatically renew for an additional two (2) years.

SECTION XI. IMPACT FEES FOR SOLID WASTE MANAGEMENT

In the event the Governing Body of the County imposes an impact fee as a means of financing expansion to the Solid Waste Disposal and Resource Recovery System necessary to accommodate new growth, the City agrees that the Governing Body of the County, to the same extent, may impose, levy, collect and utilize impact fees from within the municipal limits of the City. Additionally, to the extent legally permissible, the County agrees that the impact fees charged within the City shall be identical to the impact fee schedule utilized for the unincorporated areas of the County. The County further agrees that in the event such an impact fee is levied that the same shall not provide any review authority to the County over development occurring within the City. In the event the City is required or elects to collect such a fee, then the County agrees to reimburse the City a reasonable sum for such collection. The County further agrees that any impact fee imposed hereunder shall be utilized solely for the expansion of the Solid Waste Disposal and Resource Recovery System and shall only be applicable to new development occurring after the adoption of said fees.

SECTION XII. COVENANT OF FURTHER ASSURANCE

The City and the County agree that from and after the date of execution hereof, each will, upon the request of the other, execute and deliver such other documents and instruments and take such other actions as may be reasonably required to carry out the purpose and intent of this Agreement.

SECTION XIII. PRIOR AGREEMENTS

This Agreement shall supersede any or all other agreements between the City and the County to the extent that the terms and provisions of such Agreement conflict with the terms and provisions of this Agreement.

SECTION XIV. ASSIGNMENT

No assignment, delegation, transfer, or novation of this Agreement or part hereof, shall be made, unless approved by both the City and the County.

SECTION XV. NOTICE

Any notices or other rights permitted or required to be delivered pursuant to this Agreement, shall be delivered to the County, at the Office of the County Administrator and to the City, at the Office of the City Clerk.

SECTION XVI. THIRD PARTY BENEFICIARIES

The City and the County agree that the holders of any revenue bonds issued by the County to finance or refinance the acquisition, construction, improvement, alteration, replacement and/or expansion the Solid Waste Disposal and Resource Recovery System or any issuers of any credit enhancement for such bonds shall be third party beneficiaries of this Agreement and the rights, obligations, representations and warranties of the City and County pursuant to this Agreement. No right or cause of action shall accrue upon reason hereof for the benefit of any third party, except the holders of the County's revenue bonds as described in this Section.

SECTION XVII. AMENDMENT

This Agreement may only be amended by writing duly executed by the City and the County.

SECTION XVIII. CONSTRUCTION

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

SECTION XIX. DEFAULT

If the City or the County shall fail to perform or observe any of the material terms and conditions of this Agreement applicable to it for a period of sixty (60) days after receipt of notice of such default from the other party, the party giving the notice of default may be entitled, but not required, to seek specific performance of this Agreement. The parties acknowledge that money damages may be an inadequate remedy for the failure to perform and that the party giving notice is entitled to obtain an order requiring specific performance by the other party. Failure of any party to exercise its rights in the event of any breach by another party shall not constitute a waiver of such rights. No party shall be deemed to have waived any failure to perform by another party unless such waiver is in writing and signed by the waiving party. Such waiver shall be limited to the terms specifically contained herein. This paragraph shall be without prejudice to the right of any party to seek such legal remedy for any breach of the other as may be available to it.

SECTION XX. INDEMNIFICATION

To the maximum extent permitted by law, the County and the City shall indemnify, defend and hold harmless the other, their officers, employees and agents from and against any liability, claims, demands, action, costs, expenses, losses or damages whatsoever, including reasonable attorneys' fees, that may in any way result of negligent acts out of the performance of their respective obligation under this Agreement.

SECTION XXI. ADVISORY BOARD

The County agrees if an Advisory Board is used, that the Advisory Board will be composed of one elected representative selected by each municipality in the County for the purpose of taking recommendations to the Board of County Commissioners concerning the County's Solid Waste Disposal and Resource Recovery System.

SECTION XXII. RECORDING

This Agreement and any subsequent amendments hereto shall be filed with the Pasco County Clerk of the Circuit Court as provided by Section 163.01(11), Florida Statutes.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the City and the County have executed this Agreement on the day, month and year last written below.

(S E A L)

ATTEST:

PASCO COUNTY, FLORIDA, a political subdivision of the State of Florida

_____
Nikki Alvarez-Sowles, Esq.
Pasco County Clerk & Comptroller

_____
Chairman

Date:_____

(S E A L)

ATTEST:

City of Zephyrhills

_____
Clerk

_____
Mayor

Date:_____

City Council Meeting
December 8, 2025

Action Item

CONSENT ITEMS 1.6

Approval to Renew BGE, INC Professional Services Agreement **37-22-12** for an additional three year term

Issue:

Approval to Renew 5 Professional Services Agreements for an additional three year term, November 14, 2025 - November 2028.

Background:

In 2022 the City went out for an RFQ for professional services for CRA, Planning and Public Works. Five firms were chosen with a term of three (3) years with two (2) optional three (3) year renewals. This is the first three (3) year renewal option. The five firms are below:

1. **BGE, INC - 37-22-12**
2. **ALFRED BENESCH & COMPANY - 37-22-13 - *Renewed at 09/08/2025 Regular Meeting***
3. **CPH, LLC - 37-22-14**
4. **HCP ASSOCIATES, INC - 37-22-15**
5. **G-A-I CONSULTANTS, INC - 37-22-16**

Attachment(s):

1. BGE - First Renewal 12082025(38583222.1)

Fiscal Impact:

These consultants are used on an as-needed basis.

Staff Recommendation:

It is staff's recommendation to the City Council to approve the renewal terms as presented.

RENEWAL OF AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, made and entered into effective the 8th day of December 2025, by and between the CITY OF ZEPHYRHILLS, a Florida municipal corporation, hereinafter referred to as "CITY" and **BGE, INC**., a Texas corporation, hereinafter referred to as "CONSULTANT"

WITNESSETH

WHEREAS, the CITY and CONSULTANT entered into an Agreement for Professional Services dated November 14, 2022 ("Agreement"); and

WHEREAS, the CONSULTANT has provided goods or services under the Agreement, in a manner satisfactory to the CITY; and

WHEREAS, the Agreement provided for a three (3) year Term commencing November 14, 2022, and ending November 14, 2025, and provided for Two (2) Three (3) year term renewals, at the option of the City, and the CITY and CONSULTANT are desirous of extending the existing Agreement.

NOW THEREFORE, in consideration of the premises, and in consideration of the mutual conditions, covenants, and obligations hereafter expresses, it is agreed as follows:

1. The Agreement for Professional Services, dated November 14, 2022, is hereby renewed for the first time which shall extend the term of the Agreement through November 14, 2028.

2. All remaining terms, provisions, and conditions, including terms for payment, of the original Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have signed and sealed this Agreement on the day and date first written above.

CITY OF ZEPHYRHILLS

Attest: _____
Ricardo Quiñones, City Clerk

_____
Charles E. Proctor, Council President
Date: December 8, 2025

BGE, INC, a Texas corporation

Attest: _____

_____
Title:
Date:

City Council Meeting
December 8, 2025

Action Item

CONSENT ITEMS 1.7

Approval to Renew CPH, LLC Professional Services Agreement **37-22-14** for an additional three year term

Issue:

Approval to Renew 5 Professional Services Agreements for an additional three year term, November 14, 2025 - November 2028.

Background:

In 2022 the City went out for an RFQ for professional services for CRA, Planning and Public Works. Five firms were chosen with a term of three (3) years with two (2) optional three (3) year renewals. This is the first three (3) year renewal option. The five firms are below:

1. **BGE, INC - 37-22-12**
2. **ALFRED BENESCH & COMPANY - 37-22-13 - *Renewed at 09/08/2025 Regular Meeting***
3. **CPH, LLC - 37-22-14**
4. **HCP ASSOCIATES, INC - 37-22-15**
5. **G-A-I CONSULTANTS, INC - 37-22-16**

Attachment(s):

1. CPH_ LLC - First Renewal 12082025(38583190.1)

Fiscal Impact:

These consultants are used on an as-needed basis.

Staff Recommendation:

It is staff's recommendation to the City Council to approve the renewal terms as presented.

RENEWAL OF AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, made and entered into effective the 8th day of December 2025, by and between the CITY OF ZEPHYRHILLS, a Florida municipal corporation, hereinafter referred to as "CITY" and CPH, LLC, a Delaware limited liability company, hereinafter referred to as "CONSULTANT"

WITNESSETH

WHEREAS, the CITY and CONSULTANT entered into an Agreement for Professional Services dated November 14, 2022 ("Agreement"); and

WHEREAS, the CONSULTANT has provided goods or services under the Agreement, in a manner satisfactory to the CITY; and

WHEREAS, the Agreement provided for a three (3) year Term commencing November 14, 2022, and ending November 14, 2025, and provided for Two (2) Three (3) year term renewals, at the option of the City, and the CITY and CONSULTANT are desirous of extending the existing Agreement.

NOW THEREFORE, in consideration of the premises, and in consideration of the mutual conditions, covenants, and obligations hereafter expresses, it is agreed as follows:

1. The Agreement for Professional Services, dated November 14, 2022, is hereby renewed for the first time which shall extend the term of the Agreement through November 14, 2028.

2. All remaining terms, provisions, and conditions, including terms for payment, of the original Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have signed and sealed this Agreement on the day and date first written above.

CITY OF ZEPHYRHILLS

Attest: _____
Ricardo Quiñones, City Clerk

_____
Charles E. Proctor, Council President
Date: December 8, 2025

CPH, LLC, a Delaware limited liability company

Attest: _____

_____
Title:
Date:

City Council Meeting
December 8, 2025

Action Item

CONSENT ITEMS 1.8

Approval to Renew HCP ASSOCIATES, INC Professional Services Agreements **37-22-15** for an additional three year term

Issue:

Approval to Renew 5 Professional Services Agreements for an additional three year term, November 14, 2025 - November 2028.

Background:

In 2022 the City went out for an RFQ for professional services for CRA, Planning and Public Works. Five firms were chosen with a term of three (3) years with two (2) optional three (3) year renewals. This is the first three (3) year renewal option. The five firms are below:

1. **BGE, INC - 37-22-12**
2. **ALFRED BENESCH & COMPANY - 37-22-13 - *Renewed at 09/08/2025 Regular Meeting***
3. **CPH, LLC - 37-22-14**
4. **HCP ASSOCIATES, INC - 37-22-15**
5. **G-A-I CONSULTANTS, INC - 37-22-16**

Attachment(s):

1. HCP Associates Inc - Agreement 35-22-05(18052060.1)

Fiscal Impact:

These consultants are used on an as-needed basis.

Staff Recommendation:

It is staff's recommendation to the City Council to approve the renewal terms as presented.

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 HCP ASSOCIATES, INC., a Florida corporation, having its principal office at 618 E. South Street, Suite 700, Orlando, Florida 32801 (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 alt 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.

(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. 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) CITY exclusively retains all 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.

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, 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 from or in connection with 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 which may arise from or in connection with the performance of Consultant's services hereunder or from or out of any act or omission of 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 acceptable to CITY, shall name CITY, and its ~~a~~gents, 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 of any nature whatsoever (including 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, (1) the original of the policy evidencing the existence of such insurance coverage, which CITY shall copy and return to Consultant within Seven (7) days, (2) proof acceptable to CITY that the premium for such policy for a period ending no earlier than 6 months after the date of this Contract has been paid in full by Consultant, and (3) 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.

(d) It shall perform said services in accordance with generally accepted professional standards 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 patty 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.

(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 (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 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 any of its errors or deficiencies in the designs, drawings, specifications or other services produced pursuant to this Contract and shall provide CITY with such corrected or revised designs, drawings, or specifications incorporating such corrections ~~a~~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 patty being affixed and these present duly signed by its undersigned representative, pursuant to authority of its governing body.

OWNER

CITY OF ZEPHYRHILLS, FLORIDA

By: _____
Jodi Wilkeson
City Council President

ATTEST:

By: _____
Lori L. Hillman, City Clerk

CONSULTANT

HCP ASSOCIATES, INC.

By: _____
Name: _____
Its: _____

ATTEST:

By: _____

Print Name: _____

Title: _____

City Council Meeting
December 8, 2025

Action Item

CONSENT ITEMS 1.9

Approval to Renew G-A-I CONSULTANTS, INC Professional Services Agreement **37-22-16** for an additional three year term

Issue:

Approval to Renew 5 Professional Services Agreements for an additional three year term, November 14, 2025 - November 2028.

Background:

In 2022 the City went out for an RFQ for professional services for CRA, Planning and Public Works. Five firms were chosen with a term of three (3) years with two (2) optional three (3) year renewals. This is the first three (3) year renewal option. The five firms are below:

1. **BGE, INC - 37-22-12**
2. **ALFRED BENESCH & COMPANY - 37-22-13 - *Renewed at 09/08/2025 Regular Meeting***
3. **CPH, LLC - 37-22-14**
4. **HCP ASSOCIATES, INC - 37-22-15**
5. **G-A-I CONSULTANTS, INC - 37-22-16**

Attachment(s):

1. G-A-I CONSULTANTS_ INC - First Renewal 12082025(38583227.1)

Fiscal Impact:

These consultants are used on an as-needed basis.

Staff Recommendation:

It is staff's recommendation to the City Council to approve the renewal terms as presented.

RENEWAL OF AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, made and entered into effective the 8th day of December 2025, by and between the CITY OF ZEPHYRHILLS, a Florida municipal corporation, hereinafter referred to as "CITY" and G-A-I CONSULTANTS, INC., a Pennsylvania corporation, hereinafter referred to as "CONSULTANT"

WITNESSETH

WHEREAS, the CITY and CONSULTANT entered into an Agreement for Professional Services dated November 14, 2022 ("Agreement"); and

WHEREAS, the CONSULTANT has provided goods or services under the Agreement, in a manner satisfactory to the CITY; and

WHEREAS, the Agreement provided for a three (3) year Term commencing November 14, 2022, and ending November 14, 2025, and provided for Two (2) Three (3) year term renewals, at the option of the City, and the CITY and CONSULTANT are desirous of extending the existing Agreement.

NOW THEREFORE, in consideration of the premises, and in consideration of the mutual conditions, covenants, and obligations hereafter expresses, it is agreed as follows:

1. The Agreement for Professional Services, dated November 14, 2022, is hereby renewed for the first time which shall extend the term of the Agreement through November 14, 2028.

2. All remaining terms, provisions, and conditions, including terms for payment, of the original Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have signed and sealed this Agreement on the day and date first written above.

CITY OF ZEPHYRHILLS

Attest: _____
Ricardo Quiñones, City Clerk

_____
Charles E. Proctor, Council President
Date: December 8, 2025

G-A-I CONSULTANTS, INC, a Pennsylvania corporation

Attest: _____

_____
Title:
Date:

City Council Meeting
December 8, 2025

Action Item

CONSENT ITEMS 1.10

Approval of Agreement **41-22-12B** - Infotect Piggyback Extension Agreement

Issue:

The City of Zephyrhills has contracted with Infotect Design Solutions since 2000 on a variety of information technology services. In 2022, Council approved a piggyback agreement with the Tampa/Hillsborough Expressway Authority for Infotect to provide general information technology support services to the City's IT department, consisting of a 3 year agreement valid through November 31st 2024 followed by 2 optional 1 year agreements.

Background:

The agreement (notice to proceed) with the Expressway Authority was for three years (2021-2024, Dec 1st, 2024 expiration) with two optional one-year extensions.

Attachment(s):

1. Piggyback Extension Agreement 41-22-12B -- InfoTect(38583170.1)
2. Exhibit A - Agreement 41-22-12B - Infotect Piggyback Extension (38583168.1)

Fiscal Impact:

N/A

Staff Recommendation:

Staff recommends approval of a one-year extension Piggyback Agreement between the City of Zephyrhills and Infotect Design Solutions, Inc. thru Dec 1st 2026.

PIGGYBACK EXTENSION AGREEMENT
AGREEMENT NO.: 41-22-12B

WHEREAS, **Infotect Design Solutions, Inc**, a Florida Corporation ("Contractor") entered into an agreement dated December 1, 2021, with the **Tampa-Hillsborough County Expressway Authority**, a public corporate body, ("THEA") for General Information Technology Network Support Services (Contract 0-01021), procured pursuant to F. S. §287.057, (the "Agreement").

WHEREAS, the City of Zephyrhills, 5335 8th St. Zephyrhills, FL 33542, a Florida municipal corporation ("City") has the legal authority under its purchasing policies adopted by the Zephyrhills City Council to "piggyback" onto a contract procured pursuant to F. S. §287.057 by another governmental entity when seeking to utilize the same or similar services provided for in the said contract; and

WHEREAS, the City entered into a Piggyback Agreement with Contractor with an effective date of December 1, 2022 which incorporates the terms of the Agreement; and

WHEREAS, the City entered into a Piggyback Extension Agreement with Contractor with an effective date of December 1, 2024 which incorporates the terms of the Agreement and extending it for one year; and

WHEREAS, the Agreement's original term was through on December 1, 2024, and allows for two (2), one (1) year renewals. The THEA approved a second renewal of the Agreement, titled Amendment No. 3 to Agreement for General Information Technology Services ("Amendment No.3") which extends the original agreement through December 1, 2026; and

WHEREAS, the City wishes to enter into a Piggyback Extension Agreement with Contractor to Piggyback on Amendment No. 3 extending the Agreement between Contractor and THEA through December 1, 2026.

the City desires to "piggyback" onto the referenced Agreement between the Contractor and the Tampa-Hillsborough County Expressway Authority for utilization of the same or similar services and the Contractor consents to the aforesaid "piggybacking".

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

1. The Contractor affirms and ratifies the terms and conditions of the above referenced Agreement and Extension and agrees to perform the services set forth therein for the City in accordance with the terms of said Agreement until the work is completed.

2. The City agrees to utilize the services of the Contractor in a manner and upon the terms and conditions as set forth in the Agreement until the work is completed.

3. The City and Contractor agree to follow the current Amendment No. 3 term that expires on December 1, 2026, as agreed to by the Tampa-Hillsborough County Expressway Authority and the Contractor.

4. The Agreement, Amendment No. 1, Amendment No. 2, and Amendment No 3. are attached hereto as composite ***Exhibit "A"*** and made apart hereof by reference.

5. The parties agree that venue for any litigation arising from this piggyback agreement shall be in Dade City, Pasco County, Florida.

6. The parties agree that the City shall have forty-five (45) days from the date of invoice to provided payment pursuant to Florida Statute section 218.74.

7. **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.**

8. Indemnity. Contractor/Vendor shall defend, indemnify and hold harmless the City of Zephyrhills and all of the City of Zephyrhills's officers, agents, and employees from and against all claims, liability, loss and expense, including reasonable costs, collection expenses, attorneys' fees, and court costs which may arise because of the negligence (whether active or passive), misconduct, or other fault, in whole or in part (whether joint, concurrent, or contributing), of Contractor/Vendor, its officers, agents or employees in performance or non-performance of its obligations under the Agreement. Contractor/Vendor recognizes the broad nature of this indemnification and hold harmless clause, as well as the provision of a legal defense to the City of Zephyrhills when necessary, and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by the City of Zephyrhills in support of these indemnification, legal defense and hold harmless contractual obligations in accordance with the laws of the State of Florida. This clause shall survive the termination of this Agreement. Compliance with any insurance requirements required elsewhere within this Agreement shall not relieve Contractor/Vendor of its liability and obligation to defend, hold harmless and indemnify the City of Zephyrhills as set forth in this article of the Agreement. Nothing herein shall be construed to extend the City of Zephyrhills's liability beyond that provided in section 768.28, Florida Statutes.

9. Insurance. Contractor/Vendor shall, at its sole cost and expense, procure and maintain throughout the term of this contract, Comprehensive General Liability

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

Infotect Design Solutions, Inc.

_____
Signature Date

_____
Print Name

WITNESS

_____
Signature Date

City of Zephyrhills, Florida

_____
Charles E. Proctor 12/8/2025
Council President

ATTEST

_____
Ricardo Quinones 12/8/2025
City Clerk

_____
Matthew E. Maggard 12/8/2025
City Attorney

EXHIBIT

A

AMENDMENT NO. 3 TO AGREEMENT BETWEEN TAMPA-HILLSBOROUGH COUNTY EXPRESSWAY AUTHORITY AND INFOTECT DESIGN SOLUTIONS, INC.

FOR
GENERAL INFORMATION TECHNOLOGY SERVICES
CONTRACT NO.: O-01021

This **AMENDMENT NO. 3 TO AGREEMENT FOR GENERAL INFORMATION TECHNOLOGY SERVICES** (the "Amendment No. 3") is made and entered into effective as of the 3rd day of November, 2025 (the "Effective Date"), by and between **TAMPA-HILLSBOROUGH COUNTY EXPRESSWAY AUTHORITY** (the "Authority"), and **INFOTECT DESIGN SOLUTIONS, INC.** ("the Vendor") and may each be individually referred to herein as a "Party" and collectively referred to herein as the "Parties."

WHEREAS, the Parties entered into an agreement for general information technology services on the 1st day of December 2021 (the " Original Agreement'); and

WHEREAS, on May 27, 2022, the Parties entered into an amendment to correct the rates within the Original Agreement as described in the amended Exhibit "B", Fee Schedule ("Amendment No.1"); and

WHEREAS, on November 8, 2024, the Parties entered into an amendment to renew the Original Agreement through December 1st, 2025 ("Amendment No.2"); and

WHEREAS, the purpose of this Amendment No. 3, is to renew the Original Agreement through December 1st, 2026; and

NOW, THEREFORE, for and in valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, the Parties do agree that the Original Agreement as amended by Amendment No. 1 and Amendment No. 2 is amended as follows:

1. The above recitals are true and correct and are incorporated herein.
2. The Parties agree to renew the Original Agreement through December 1st, 2026.

Except as may be modified herein, all terms and conditions of the Original Agreement remain in full force and effect. The Original Agreement, Amendment No. 1, Amendment No. 2 and this

Amendment No. 3 represent the entire understanding and agreement between the Parties, either written or oral, as may be amended by written instrument signed by both Parties.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 3, on the date first above written. By the signature of its representative below, each Party affirms that it has taken all necessary action to authorize said representative to execute this Amendment No. 3.

TAMPA-HILLSBOROUGH COUNTY EXPRESSWAY AUTHORITY

By: _____
Gregory Slater
Executive Director

Date: 11/10/25

Approved as to form, content and legality:

_____
Amy Lettelleir, Esq., Chief Legal Officer

INFOTECT DESIGN SOLUTIONS, INC.

By: _____

Title: President

Date: 11/3/25

Witness to the signature of INFOTECT DESIGN SOLUTIONS, INC.

Signature: _____

Printed name: Yoleny Diaz

AMENDMENT NO. 2 TO AGREEMENT BETWEEN
TAMPA-HILLSBOROUGH COUNTY EXPRESSWAY AUTHORITY
AND
INFOTECT DESIGN SOLUTIONS, INC.

FOR
GENERAL INFORMATION TECHNOLOGY SERVICES
CONTRACT NO.: O-01021

This **AMENDMENT NO. 2 TO AGREEMENT FOR GENERAL INFORMATION TECHNOLOGY SERVICES** (the "Amendment No. 2") is made and entered into effective as of the 8th day of November, 2024 (the "Effective Date"), by and between **TAMPA-HILLSBOROUGH COUNTY EXPRESSWAY AUTHORITY** (the "Authority"), and **INFOTECT DESIGN SOLUTIONS, INC.** ("the Vendor") and may each be individually referred to herein as a "Party" and collectively referred to herein as the "Parties."

WHEREAS, the Parties entered into an agreement for general information technology services on the 1st day of December 2021 (the " Original Agreement'); and

WHEREAS, on May 27, 2022, the Parties entered into an amendment to correct the rates within the Original Agreement as described in the amended Exhibit "B", Fee Schedule ("Amendment No.1"); and

WHEREAS, the purpose of this Amendment No. 2, is to renew the Original Agreement through December 1st, 2025; and

NOW, THEREFORE, for and in valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, the Parties do agree that the Original Agreement as amended by Amendment No. 1 is amended as follows:

1. The above recitals are true and correct and are incorporated herein.
2. The Parties agree to renew the Original Agreement through December 1st, 2025.

Except as may be modified herein, all terms and conditions of the Original Agreement remain in full force and effect. The Original Agreement, Amendment No. 1 and this Amendment No. 2 represent the entire understanding and agreement between the Parties, either written or oral, as may be amended by written instrument signed by both Parties.

the entire understanding and agreement between the Parties, either written or oral, as may be amended by written instrument signed by both Parties.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 2, on the date first above written. By the signature of its representative below, each Party affirms that it has taken all necessary action to authorize said representative to execute this Amendment No. 2.

TAMPA-HILLSBOROUGH COUNTY EXPRESSWAY AUTHORITY

By: _____
Greg Slater
Executive Director

Date: 10/30/24

Approved as to form, content and legality:

_____
Amy Lettelleir, Esq., General Counsel

INFOTECT DESIGN SOLUTIONS, INC.

By: _____

Title: President

Date: 11-8-2024

Witness to the signature of INFOTECT DESIGN SOLUTIONS, INC.

Signature: _____

Printed name: Leslie Lopez-Ibarra

Docusign Envelope ID: FFA1C371-6CFD-48A2-973C-E772D9D6F897

AMENDMENT NO. 1 TO AGREEMENT BETWEEN TAMPA-HILLSBOROUGH COUNTY EXPRESSWAY AUTHORITY AND INFOTECT DESIGN SOLUTIONS, INC.

FOR MANAGED SERVICES CONTRACT NO.: T-0222

This **AMENDMENT NO. 1 TO AGREEMENT FOR MANAGED SERVICES** (the "Amendment No. 1") is made and entered into effective as of the 18 day of February, 2024 (the "Effective Date"), by and between **TAMPA-HILLSBOROUGH COUNTY EXPRESSWAY AUTHORITY** (the "Authority"), and **INFOTECT DESIGN SOLUTIONS, INC.** ("the Vendor") and may each be individually referred to herein as a "Party" and collectively referred to herein as the "Parties."

WHEREAS, the Parties entered into an agreement for managed services for video based toll transactions on the June 30, 2022 (the " Original Agreement'); and

WHEREAS, the purpose of this Amendment No. 1, is to renew the Original Agreement through June 30, 2026; and

NOW, THEREFORE, for and in valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, the Parties do agree that the Original Agreement as amended by Amendment No. 1 is amended as follows:

1. The above recitals are true and correct and are incorporated herein.
2. The Parties agree to renew the Original Agreement through June 30, 2026.

Except as may be modified herein, all terms and conditions of the Original Agreement remain in full force and effect. The Original Agreement and this Amendment No. 1 represent the entire understanding and agreement between the Parties, either written or oral, as may be amended by written instrument signed by both Parties.

Docusign Envelope ID: FFA1C371-6CFD-48A2-973C-E772D9D6F897

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 1, on the date first above written. By the signature of its representative below, each Party affirms that it has taken all necessary action to authorize said representative to execute this Amendment No. 1.

TAMPA-HILLSBOROUGH COUNTY EXPRESSWAY AUTHORITY

DocuSigned by:
By: Greg Slater
F140D7F19381457...
Greg Slater
Executive Director

Date: 2/12/2025

Approved as to form, content and legality:

DocuSigned by:
Amy Lettelleir
C020F94ACBDC4E4...
Amy Lettelleir, Esq., General Counsel

INFOTECT DESIGN SOLUTIONS, INC.

By: [signature]

Title: President

Date: 2/18/25

Witness to the signature of INFOTECT DESIGN SOLUTIONS, INC.

Signature: Tiffany M. Coombs

Printed name: Tiffany M. Coombs

AGREEMENT

Between

TAMPA-HILLSBOROUGH COUNTY EXPRESSWAY AUTHORITY

And

INFOTECT DESIGN SOLUTIONS, INC.

For

GENERAL INFORMATION TECHNOLOGY SERVICES

CONTRACT NO. O-01021

THIS AGREEMENT for general information technology services (the "Agreement") is made and entered into as of the 1st day of December, 2021 (the "Effective Date"), by and between the **TAMPA-HILLSBOROUGH COUNTY EXPRESSWAY AUTHORITY**, a public body corporate and politic and an agency of the State of Florida, organized and existing under the Laws of Florida (the "Authority"), whose address is 1104 East Twiggs Street, Suite 300, Tampa, Florida 33602, and **INFOTECT DESIGN SOLUTIONS, INC.** (the "Consultant"), a corporation duly existing under the laws of the State of Florida, whose address is 3212 Parkside Center Circle, Tampa, Florida 33619.

WHEREAS, the Authority is created and established to construct, reconstruct, improve, extend, repair, maintain, and operate the "Expressway System," pursuant to Part IV, Chapter 348, Florida Statutes; and

WHEREAS, pursuant to Section 348.54, Florida Statutes, the Authority has been granted the power to make contracts of every name and nature and to execute all instruments necessary or convenient for the conduct of its business and for carrying out the purposes of the Authority; and

WHEREAS, in response to the Authority's competitive solicitation process known as a Request for Proposals ("RFP") for General Information Technology Services, RFP O-01021, the Consultant submitted its response on September 09, 2021, (the "Proposal"); and

WHEREAS, the Authority has identified the Consultant as a qualified provider for general information technology services and requested the Consultant to perform such services as more particularly described in the scope of services (the "Scope of Services") as contained in Exhibit "A" herein and attached hereto; and

WHEREAS, the Authority agrees to compensate the Consultant for the services, on an as-needed basis, as described in the Consultant's Fee Schedule as contained in Exhibit "B."

NOW, THEREFORE, in consideration of the mutual covenants herein made and the benefits to accrue to the parties, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. RECITALS.

The above recitals are true and correct and are incorporated herein by this reference.

2. SERVICES AND PERFORMANCE.

2.01 The Authority hereby retains the Consultant pursuant to the terms set forth in this Agreement to perform any of the services in the Scope of Services as described in Exhibit "A" on an as needed basis at the sole discretion of the Authority.

2.02 Before making any additions or deletions to the Scope of Services described in this Agreement, as contained in Exhibit "A," that are essential to the completion of the Scope of Services and which require additional compensation, the parties shall negotiate any changes or revisions to such services and any necessary cost changes and shall enter into a supplemental written agreement providing for such modifications and the compensation to be paid therefore. Such supplemental agreement(s) may also be described on a Purchase Order, a sample form of which is attached hereto as Exhibit "C" (the "Purchase Order Form"). Any such agreement(s) that exceed the approved services initial budget are subject to the approval of the Authority's governing Board for an amendment to the Agreement. Upon execution, any such supplemental agreement(s) and/or amendments will be as described in Purchase Orders and shall be attached hereto and incorporated herein by reference.

2.03 The Consultant's Proposal submitted for the services was evaluated, in part, based upon the proposal of the Consultant's organization and upon the proposal of key personnel presented in the Proposal. The Consultant agrees and acknowledges that it will provide the full complement of staff required to perform the Scope of Services, including the specific individuals named in its Proposal. The specific key personnel named in the Consultant's Proposal shall remain assigned for the duration of the engagement under this Agreement, unless otherwise agreed to in writing by the Authority.

2.04 In the event the Consultant proposes to substitute any of the key personnel, the individual(s) proposed as substitute(s) must demonstrate equal or superior experience as required to successfully perform such duties. The Authority shall have the sole right to determine whether key personnel proposed as substitutes are acceptable and qualified to perform the services.

2.05 The Consultant's Proposal submitted for the Scope of Services designated from its staff a qualified "Team Lead" having at least 5 years of experience in performing and/or administering similar types of work to

the services described in the Scope of Services. The "Team Lead" shall be the single point of contact as liaison with the Authority and administrating the Agreement for the Consultant. The "Team Lead" shall be the responsible person in charge of coordinating day to day work activities on task assignments, preparing the itemized Purchase Order estimates, schedules, payment applications, directing the Consultant's work forces, reports, day to day administrative matters, coordinating the Small Business Enterprise (SBE) policy to achieve the established goals and other related items necessary to fulfill the requirements of the Agreement.

2.06 The Consultant shall function as an extension of the Authority's staff by providing qualified technical and professional personnel to perform the services assigned under the terms of this Agreement. The Consultant shall be expected to operate without extensive oversight and direction and to represent, advance, and further the interests of the Authority throughout all aspects and phases of the engagement to provide any of the Scope of Services.

2.07 The Consultant shall perform the Scope of Services to the reasonable satisfaction of the Authority. All questions, difficulties, and disputes of any nature whatsoever that may arise under or by reason of this Agreement regarding the execution and fulfillment of the Scope of Services or the character, quality, amount, or value thereof, which cannot be settled by mutual agreement of the parties shall be first attempted to be resolved by non-binding mediation, then settled by recourse to litigation under Florida Law, subject to the additional provisions of Sections 9 through 11 of this Agreement.

2.08 The services of the Consultant have been and will be rendered as an independent contractor and not as an employee. In this regard, the Consultant shall not be deemed as an employee of the Authority for purposes of any tax or contribution levied by the Federal Social Security Act or any corresponding state law with respect to employment or compensation for employment, and the Consultant shall file all tax forms required of an independent contractor.

2.09 The Authority will be entitled at all times to be advised, at its request, as to the status of work being done by the Consultant and of the details thereof.

2.10 The Consultant agrees to provide project schedules and progress reports in a format acceptable to the Authority at intervals established by the Authority. The Authority shall meet with the Consultant's key personnel to plan for performance of work activities and staffing levels to be provided by the Consultant. The closest collaboration and cooperation shall be maintained by the Consultant with authorized representatives of the Authority, or of other agencies and organizations designated by the Authority.

3. TERM.

3.01 Subject to the termination provisions set forth herein, this Agreement shall begin upon the Effective

Date and shall continue in effect for a period of a **three year term** with the option to renew up to two (2) additional one (1) year terms as needed. The renewal option, if exercised, will be in a form of an amendment to this Agreement.

3.02 In the event it becomes impracticable or impossible for the Consultant to complete the expected Scope of Services within the term of this Agreement due to delays on the part of the Authority or circumstances beyond the control of the Consultant, the Agreement may be extended. An extension of the Agreement must be in writing. In the event there are delays caused by the Authority in approval of any of the materials submitted by the Consultant or if there are delays occasioned by circumstances beyond the control and without fault or negligence of the Consultant which delay the scheduled services completion date, the Authority may grant an extension of time equal to the aforementioned services schedule delay, as a minimum by issuance of a time extension letter.

3.03 It will be the responsibility of the Consultant to check at all times that sufficient time remains in the services schedule within which to complete the Scope of Services. In the event there have been delays which would affect the services completion date, the Consultant will submit a written request to the Authority which identifies the reason(s) for the delay, the amount of time related to each reason and specific indication as to whether or not the delays were concurrent with one another. The Authority will review the request and make a determination as to granting all or part of the requested extension.

3.04 In the event time for performance of the scheduled services expires and the Consultant has not requested, or if the Authority has denied, an extension of the services schedule completion date; partial progress payments will be stopped on the date time expires. No payment shall be made for work performed after the services schedule completion date until a time extension is granted or all work has been completed and accepted by the Authority if the Agreement term has not expired.

4. COMPENSATION AND PAYMENT.

4.01 The Authority agrees to compensate the Consultant for services performed under this Agreement, on an as-needed basis, as described in the Scope of Services as contained in Exhibit "A" and Fee Schedule as described in Exhibit "B."

4.02 The Consultant shall submit one (1) original of its monthly invoice in a form acceptable to the Authority no more than thirty (30) calendar days after the end of the month. Such invoice shall include (a) a breakdown of authorized services.

4.03 The Consultant shall pay all subconsultants their proportionate share of payments received from the Authority within thirty (30) days after receipt of such payment.

4.04 When reimbursement is sought for pre-authorized travel expenses, such invoices shall be submitted and paid within the guidelines of Section 112.061, Florida Statutes.

4.05 Records of costs (the "Records") incurred under the terms of this Agreement will be maintained by the Consultant for the entire term of the Agreement and for a period of three (3) years after the later of (a) final acceptance of a fulfillment of the Scope of Services by the Authority; (b) the end of the term of the Agreement; or (c) until all claims (if any) regarding the Agreement are resolved. Final acceptance is defined as when a service has been satisfactorily completed, as determined by the Authority, and at which time the Consultant shall be given written notice of final acceptance. Incomplete or incorrect entries in such Records shall be grounds for disallowance by the Authority of any fees, expenses, or costs based upon such entries. The Records of costs incurred shall include the Consultant's general accounting records and project records, together with supporting documents of the Consultant and all subconsultants performing Services under the Agreement, and all other records of the Consultant and subconsultants that are considered necessary by the Authority for a proper audit.

4.06 If a payment is not made to the Consultant within forty (40) days of receipt of an approved invoice, a separate interest penalty at a rate established pursuant to Section 218.74, Florida Statutes, will be due and payable to the Consultant. Invoices that are returned to the Consultant because of preparation errors or uncompleted services not in compliance with the terms herein, will result in a delay in the payment and are not subject to the 40-day payment provision.

4.07 Within ten (10) working days of receipt of an invoice, the Authority shall notify the Consultant if such invoice is unacceptable. The Authority reserves the right to withhold payment for services not completed, or services not completed in accordance with the terms herein, or services that are deemed inadequate or untimely by the Authority. Any payment withheld will be released and paid to the Consultant within a reasonable time when the services are subsequently satisfactorily performed.

4.08 Effect of Payments. No payment by the Authority shall relieve the Consultant of its obligation to timely deliver the services required under this Agreement. If after approving or paying for any service, product, or deliverable, the Authority determines that said service, product or deliverable does not satisfy the requirements of this Agreement, the Authority may reject same and, if the Consultant fails to correct or cure the same within a reasonable period of time and at no additional cost to the Authority, the Consultant shall return any compensation received therefore. No compensation shall be made for revisions to the Consultant's or subconsultant services or deliverables required due in any way to the error, omission, or fault of the Consultant, its employees, agents, or subconsultants. In addition to all other rights provided in this Agreement, the Authority shall have the right to set off any amounts owed by the Consultant pursuant to the terms of this Agreement upon providing the Consultant prior written notice thereof.

4.09 For this purpose, the end of the Agreement is the date of final billing or acceptance of the completion of the Scope of Services by the Authority, whichever is later.

5. INDEMNITY.

5.01 The Consultant will indemnify, save, and hold harmless the Authority, its members, officers, agents, representatives, and employees from any claim, loss, suit, action, demand, liability, damage, cost, charge, and expense, including but not limited to reasonable attorneys' and paralegal fees (at trial and on appeal), to the extent caused by any negligent act, error, omission, recklessness, or intentional misconduct by the Consultant, its agents, employees, or subconsultants during the performance of the services under this Agreement. The Consultant, its agents, employees or subconsultants shall not be liable under this paragraph for any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by the Authority or any of its officers, agents, or employees during the performance of this Agreement.

5.01.1 The Consultant may utilize third party providers for products/services as a normal part of business for the purpose of performing the Scope of Services hereunder without additional cost to the Authority. The Consultant's liability is limited to the extent of the third party's liability and warranty.

5.01.2 The Consultant will provide recommendations and guidance on backup and security policies in the delivery of services. The Authority is responsible for testing all recommendations to ensure compliance with objectives. The Consultant is not liable for data loss or security breaches.

5.02 If either party receives a notice of claim for damages that may have been caused by the Consultant in the performance of the services required of the Consultant under this Agreement, such party shall promptly evaluate the claim and report its findings to each other. The Authority and the Consultant will evaluate the claim and report their findings to each other within seven (7) working days from the date the last party received notice of such claim. The Authority's failure to notify the Consultant of a claim within seven (7) working days will not release the Consultant from any of the requirements of this section upon subsequent notification by the Authority to the Consultant of the claim.

5.03 The parties agree that one percent (1%) of the total compensation to the Consultant for performance of the services required under this Agreement is the specific consideration from the Authority to the Consultant for the Consultant's indemnity agreement.

6. INSURANCE.

6.01 The Consultant shall not commence any services until insurance of the types listed in the "Insurance, Requirements, Coverages, and Limits," as set forth in Exhibit "D," to this Agreement have been obtained by the Consultant (the "Certificates of Insurance") and provided to the Authority. Such insurance shall be maintained in

full force and effect during the term of this Agreement or for a longer term as may be otherwise provided hereunder. All insurance shall be provided through companies authorized to do business in the State of Florida and considered acceptable to the Authority. All insurance coverages required of the Consultant shall be primary over any insurance or self-insurance program carried by the Authority. The Authority's approval or disapproval of the Consultant's insurance shall not release the Consultant and subconsultants of their respective obligations to exercise due care in the performance of their duties.

6.02 The Certificate of Insurance shall include the following statement: "The policy(ies) will not be cancelled or materially changed during the period of coverages without at least thirty (30) days prior written notice" addressed to the Authority, Attention: Contracts Department, 1104 East Twiggs Street, Suite 300, Tampa, Florida 33602 or such other address as may hereafter be specified.

7. TERMINATION AND DEFAULT.

7.01 The Authority may terminate this Agreement unilaterally in whole or in part at any time the Authority deems it in its interest to effectuate such termination by providing thirty (30) days written notice of such intention. The Authority also reserves the right, with or without cause, to terminate any one or any combination of the Scope of Services to be rendered by the Consultant without terminating the Agreement. Termination of the Agreement by the Authority shall occur as follows:

7.02 **Termination for Cause.** If the Authority determines the performance of the Consultant is not in compliance with the terms herein, the Authority may notify the Consultant of the deficiency with the requirement that the deficiency be corrected within a specified time (the "Corrective Period"), but not less than 10 days. Upon the Consultant's failure to correct the stated deficiency, the Agreement will be terminated at the end of the Corrective Period.

7.03 **Termination Without Cause.** If the Authority opts to terminate the Agreement or portions thereof for no stated reasons, the Authority will notify the Consultant of such termination, with instructions as to the effective date of work stoppage or specify the stage of work at which the Agreement is to be terminated.

7.04 If the Agreement is terminated under these provisions before performance is completed; the Consultant will be paid for the services provided and expenses incurred in compliance with the requirements of this Agreement to the date of termination.

7.05 The Consultant may cancel this Agreement only by mutual consent of both parties.

7.06 Upon termination of the Agreement, whether for cause or convenience, or upon conclusion of the term of the Agreement, the Consultant shall accomplish a complete transition of the work being terminated from the Consultant to any successor or to any replacement provider designated by the Authority, without any interruption of

or adverse impact on the work or any other work provided by third parties at no additional cost to the Authority.

8. MISCELLANEOUS PROVISIONS.

8.01 **Public Entity Crime Information Statement.** The Consultant represents that it is not currently on the convicted vendor list as provided in its Proposal under "Public Entity Crime Information Statement." The Consultant also represents that its subconsultants are not currently on the convicted vendor list, and that it shall notify the Authority immediately if, during this Agreement, it or its subconsultant(s) is placed on said list.

A person or affiliate who has been placed on the said list following a conviction for a public entity crime may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

8.02 **Publicity**. No information relative to the existence or the details of the Scope of Services shall be released by the Consultant, either before or after completion of the Scope of Services, for publication, advertising or any commercial purposes without the Authority's prior written consent.

8.03 **Public Records.** The Consultant and subconsultants shall comply with the provisions of Chapter 119, Florida Statutes, and shall permit public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, made or received in conjunction with this Agreement. Specifically, if the Consultant is acting on behalf of the Authority, the Consultant must:

(a) Keep and maintain public records that ordinarily and necessarily would be required by the Authority in order to perform the services being performed by the Consultant;

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

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(d) Meet all requirements for retaining public records and transfer, at no costs, to the Authority all public records in possession of the Consultant upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Authority in a format that is compatible with the information technology systems of the Authority.

(e) **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 RECORDS AT:**

Debbie Northington, Administrative Services Manager
1104 E. Twiggs Street, Suite 300
Tampa, FL 33602
813-272-6740 ext. 118; Debbie@tampa-xway.com

8.03.1 The Consultant's failure to grant such public access will be grounds for immediate termination of this Agreement by the Authority pursuant to Section 8, Termination and Default.

8.04 **Audit Right.** The Authority shall have the right to audit the books, records, and accounts of the Consultant that are related to the Scope of Services. The Consultant shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the services to the Authority.

8.05 **Record Retention.** The Consultant and its subconsultants shall make available records, at reasonable times for examination and audit by the Authority, financial records, supporting documents, statistical records, and any other documents including books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form, and other supporting evidence to satisfy contract negotiation, administration, and audit requirements of the Authority and/or the governmental agencies providing grant funds pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statutes), if applicable, or, if the Florida Public Records Act is not applicable, for a period of three years from completion of the Services.

8.05.1 If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by the Authority to be applicable to the Consultant's records, the Consultant shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by the Consultant. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for the Authority's disallowance and recovery of any payment upon such entry.

8.06 **Subconsultants.** The Consultant shall maintain an adequate and competent staff for the purpose of performing the Scope of Services hereunder. The Consultant may associate and utilize specialists for the purpose of rendering its services hereunder, without additional costs to the Authority, other than those costs negotiated within the limits and terms of this Agreement. The Consultant shall require each authorized subconsultant or subconsultants to adhere to the provisions of this Agreement. The Consultant shall make the payment of all just claims for materials, supplies, tools or labor and other just claims against it or any subconsultant in connection with this Agreement.

8.07 **Unauthorized Aliens.** The Authority will consider the employment by the Consultant or its subconsultants of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. Such violation will be cause for unilateral cancellation of this Agreement, by the Authority, if the Consultant knowingly employs unauthorized aliens.

8.08 **Nondiscrimination, Equal Employment Opportunity, and Americans with Disabilities Act.** During the performance of the services under this Agreement, the Consultant agrees that it will comply with all federal,

state, and local laws and ordinances applicable to the services or payment for the services thereof, and will not discriminate against any employee or applicant for employment because of race, age, creed, color, gender, national origin, or disability.

8.08.1 The Consultant agrees that it will comply with all federal, state and local laws and ordinances applicable to the services or payment for the services thereof and will not unlawfully discriminate against any person in its operation and activities in its use or expenditure of the funds or any portion of the funds provided by this Agreement and shall affirmatively comply with all applicable provisions of the American with Disabilities Act (ADA) in the course of providing any services funded in whole or in part by the Authority, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards.

8.09 **E-Verify.** The Consultant shall utilize the U.S. Department of Homeland Security's E-Verify System (www.uscis.gov) in accordance with the terms governing use of the system to confirm the employment eligibility of:

(a) All persons employed by the Consultant during the term of the Agreement to perform employment duties within Florida; and

(b) All persons, including subconsultants, assigned by the Consultant to perform work pursuant to this Agreement with the Authority.

8.09.1 The Consultant shall provide proof of registration in the E-Verify system to the Authority upon execution of this Agreement. Documentation evidencing the Consultant's registration in the E-Verify system shall be incorporated herein and made a part of the Agreement.

8.10 **Drug-Free Workplace.** The Consultant agrees and certifies that it either has or that it will establish a drug-free work place.

8.11 **Entire Agreement.** This Agreement embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto.

8.12 **Severability.** It is understood and agreed by the parties hereto that if any part, term, or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Florida, the validity of the remaining portions or provisions of this Agreement shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular part, term, or provision held to be invalid.

8.13 **Assignment:** The Consultant shall not assign, or transfer any performance of services or obligation under this Agreement without the prior written consent of the Authority.

8.14 **Successors and Assigns.** The Authority and the Consultant bind themselves, their successors, assigns, executors, administrators and other legal representatives to the other party hereto and to successors, assigns, executors, administrators and other legal representatives of such other party in respect to all terms and conditions of this Agreement.

8.15 **Contingency Fee.** The Consultant represents that it has not employed or retained any consultant 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, consultant, corporation, individual, or firm, other than a bona fide employee 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. For a breach or violation of this provision, the Authority shall have the right to terminate this Agreement without liability at its discretion, or to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

8.16 **Waiver of Breach and Materiality.** Failure by the Authority to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any other subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

8.17 **Scrutinized Companies:** In executing this Agreement, the Consultant certifies that it is not listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473, Florida Statutes, or engaged in business operations in Cuba or Syria.

8.18 Pursuant to Section 287.135(5), Florida Statutes, the Consultant agrees that the Authority may immediately terminate this Agreement for cause if the Consultant is found to have submitted a false certification or if the Consultant is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473 Florida Statutes, or becomes engaged in business operations in Cuba or Syria during the term of this Agreement.

8.19 **Venue.** The parties agree that venue lies in Hillsborough County, Florida, for any action brought under the terms of, or to enforce, this Agreement; and the Consultant hereby waives any and all privileges and rights it may have under Chapter 47, Florida Statutes, relating to venue, as it now exists or may hereafter be amended, and any and all such privileges and rights it may have under any other statute, rule or case law, including, but not limited to those grounded on convenience.

8.20 **Governing Law.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of

the state courts of the Judicial Circuit of Hillsborough County, Florida, the venue situs, and shall be governed by the laws of the State of Florida.

8.21 **Counterparts.** This Agreement may be executed in several counterparts and each counterpart shall constitute an original of this Agreement.

8.22 **Truth-in-Negotiation.** Signature of this Agreement by the Consultant shall act as the execution of a truth- in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current as of the date of this Agreement. The original Agreement price and any additions thereto shall be adjusted to exclude any significant sums, by which the Authority determines the Agreement price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such Agreement adjustments shall be made within one (1) year following the end of this Agreement.

9. WAIVER OF JURY TRIAL AGREEMENT.

9.01 Each party, by the execution hereof, knowingly, voluntarily and intentionally waive, for themselves and their respective successors and assigns, (including subconsultants and joint venture parties) any right which any one of them may have to a trial by jury in respect to any litigation, action, suit or proceeding (whether at law or in equity) based on this agreement and any amendment or addition to the agreement, or any course of conduct, course of dealing (whether oral or written) or actions of any party or their respective officers, principals, partners, employees, agents or representatives in connection with the agreement, whether arising in contract, tort or otherwise. No party shall seek to consolidate any such litigation, action, suit or proceeding in which a jury trial cannot be or has not been waived with any other action in which a jury trial has been waived. This provision is a material and mutual inducement to enter into this agreement.

9.02 If for any reason the foregoing waiver is declared or found by a court of competent jurisdiction to be invalid, illegal or unenforceable, then the provisions of Section 10 – "Binding Arbitration" below shall govern.

9.03 The Consultant shall provide and require in any agreements with subconsultants and material suppliers for this provision to be included in whole as it appears in this contract. Further, notwithstanding the requirement of the preceding sentence, the waiver of jury trial set forth in this section shall be deemed incorporated into any and all agreements between the Consultant and subconsultants and/or material suppliers for the provision of the services or materials under this agreement.

10. BINDING ARBITRATION (IF WAIVER OF JURY TRIAL IS UNENFORCEABLE).

10.01 If the provisions of Section 9 - "Waiver of Jury Trial," are found to be unenforceable, all claims, disputes and controversies between the Authority and the Consultant shall be decided and resolved by binding arbitration.

The arbitration shall occur in Tampa, Florida, and shall be conducted by a three (3) member panel. For arbitration of claims between the Authority and the Consultant arising out of or in any way related to a claim of the Consultant(s) against the Authority, the Consultant agrees to resolve those claims pursuant to the Arbitration provisions of the Authority's agreement with the applicable Consultant(s), which the Consultant has familiarized itself with and adopts herein by this reference. For arbitration of claims between the Authority and the Consultant, not arising out of or in any way related to a claim of the Consultant(s) against the Authority, the Consultant shall pick one arbitrator who is not an employee of or doing business with the Consultant. The Authority shall pick one arbitrator who is not an employee of or doing business with the Authority. The two selected arbitrators shall select the third arbitrator with concurrence of the Parties, unless additional parties are involved in the arbitration through consolidation or joinder and obtain authorization from the Authority and the Consultant to select a representative arbitrator. In that event, the parties shall arrive at a reasonable method for selecting the arbitrators.

11. PROCEDURE FOR BINDING ARBITRATION.

11.01 Notice of the demand for arbitration will be filed in writing with the other party to the Agreement at the addresses set forth in Section 12 – "Notices" herein. Arbitration shall be conducted in accordance with the Florida Evidence Code. The agreement to arbitrate (and any other agreement or consent to arbitrate entered into in accordance herewith) will be specifically enforceable under the laws of Florida.

11.02 Arbitration shall include by consolidation, joinder or in any other manner any person or entity who is not a party to the contract in circumstances where:

a) The inclusion of such other person or entity is necessary if complete relief is to be afforded among those who are already parties to the arbitration; and,

b) Such other person or entity is substantially involved in a question of law or fact which is common to those who are already parties to the arbitration and which will arise in such proceedings; and,

c) The written consent of the other person or entity sought to be included and of the Authority and the Consultant has been obtained for such inclusion, which consent shall make specific reference to this paragraph.

11.03 In order to assure complete resolution of any claim or controversy, the Consultant shall provide and require (in the agreements with subconsultants and material suppliers) for joinder in such arbitration proceedings, and all dispute resolution procedures set out herein as preconditions to such arbitration.

11.04 Therefore, notwithstanding Section 11.02(c) above, if a claim, dispute or other matter in question between the Authority and the Consultant involves the work of a subconsultant, either the Authority or the Consultant may join such subconsultant as a party to the arbitration. Nothing in this paragraph nor in the provision of such subcontract consenting to joinder shall create any claim, right or cause of action in favor of subconsultant or supplier, and against the Authority, the Consultant, or any of their subconsultants that does not otherwise exist.

11.05 In connection with the arbitration proceeding all participants shall be afforded pre-hearing discovery in accordance with the rules of evidence of the Florida Evidence Code. The time frames and requirements of the Florida Evidence Code may be shortened or modified by the arbitration panel at their discretion or on motion by a party if acceptable to the arbitration panel or by agreement between the parties.

12. NOTICES.

12.01 All notices or other communications regarding this Agreement shall be made in writing and shall be deemed properly delivered to the addressee at the address set forth in this Agreement or such other address as may hereafter be specified in writing by (a) hand delivery, (b) courier service or overnight service, (c) facsimile transmittal, (d) mailing of such notice or (e) by email transmission.

Notices to the Consultant:
Steven Williams, President
Infotect Design Solutions, Inc.
3212 Parkside Center Circle
Tampa, Florida 33619
Stevew@infotectdesign.com

Notices to the Authority:
Amy Lettelleir, General Counsel
Tampa Hillsborough Expressway Authority
1104 East Twiggs Street, Suite 300
Tampa, Florida 33604
Amy.Lettelleir@tampa-xway.com

13. CAPTIONS.

13.01 Captions contained in this Agreement are inserted only as a matter of convenience and in no way define, extend or describe the scope of this Agreement or the intent of any provision hereof.

14. ATTACHMENTS.

14.01 The documents listed below, hereto after known collectively as the "Contract Documents" are expressly agreed to be incorporated herein by reference, the same as though fully written herein or attached hereto, and made a part of without being limited thereto, this Agreement consists of the following:

Exhibit "A" Scope of Services

Exhibit "B" Fee Schedule

Exhibit "C" Sample Purchase Order Form

Exhibit "D" Certificate of Insurance

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have caused this instrument to be signed and witnessed by their respective duly authorized officials all as the dates set forth below.

TAMPA-HILLSBOROUGH COUNTY EXPRESSWAY AUTHORITY

By: _____
Joseph Waggoner
Executive Director

Date: 12-8-21

Approved as to availability of funds:

_____
Jeff Seward, Director of Finance

Approved as to form, content and legality:

_____
Amy Lettelleir, Esq., General Counsel

INFOTECT DESIGN SOLUTIONS, INC.

By: _____
Steven Williams, President

Date: 12-15-2021

Witness to the signature of INFOTECT DESIGN SOLUTIONS, INC.

Signature: Mary Wood

Printed name: Mary Wood

City Council Meeting
December 8, 2025

Action Item

PUBLIC HEARING 2.1

Resolution No. 864-25 - Non-Ad Valorem Assessment for a Stormwater Utility
First Reading of Resolution No. 864-25 **"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ZEPHYRHILLS, FLORIDA, EXPRESSING ITS INTENT TO USE THE UNIFORM METHOD FOR THE LEVY, COLLECTION, AND ENFORCEMENT OF NON-AD VALOREM ASSESSMENT PROVIDED FOR IN CHAPTER 197, FLORIDA STATUTES, SECTION 197.3632, FOR A STORMWATER UTILITY FEE TO BE LEVIED FOR OPERATION AND MAINTENANCE OF THE CITY'S STORMWATER CONVEYANCE SYSTEM, CAPITAL PROJECTS RELATED TO STORMWATER DRAINAGE AND RESILIENCY; PROVIDING THAT THE NON-AD VALOREM ASSESSMENT SHALL BE INCLUDED IN THE COMBINED NOTICE FOR AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS PROVIDED IN CHAPTER 197, FLORIDA STATUTES, SECTION 197.3635; PROVIDING THAT THE NON-AD VALOREM ASSESSMENT SHALL BE COLLECTED IN THE SAME MANNER AS AD VALOREM TAXES; PROVIDING THAT THIS NON-AD VALOREM ASSESSMENT IS NEEDED IN ORDER TO MAINTAIN STORMWATER DRAINAGE SYSTEMS THAT SERVICE THE CITY OF ZEPHYRHILLS AND TO FUND ADDITIONAL CAPITAL IMPROVEMENT PROJECTS TO BE DETERMINED BY THE CITY COUNCIL RELATED TO STORMWATER DRAINAGE AND RESILIENCY; PROVIDING FOR THE LEGAL DESCRIPTION OF THE CORPORATE LIMITS OF THE CITY OF ZEPHYRHILLS WHICH SHALL BE SUBJECT TO THE NON-AD VALOREM LEVY; PROVIDING THAT THE PUBLIC HEARING ON THIS RESOLUTION WAS DULY ADVERTISED; PROVIDING THAT THE CLERK OF THE CITY OF ZEPHYRHILLS SHALL MAIL CERTIFIED COPIES OF THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE."**

Issue:

The City of Zephyrhills is responsible for maintaining and improving its stormwater drainage system to protect public infrastructure, control flooding, and meet environmental regulatory requirements. Florida law authorizes municipalities to fund such services through non-ad valorem assessments. Sections 197.3632 and 197.3635, Florida Statutes, provide a uniform method for levying and collecting these assessments by including them on the annual property tax bill.

In accordance with statutory requirements, the City advertised its intent to consider this resolution for four consecutive weeks in the Tampa Bay Times.

Background:

The proposed resolution declares the City's intent to use the uniform method for levying, collecting, and enforcing a non-ad valorem assessment for the stormwater utility fee beginning in the 2026 tax year.

Key components of the resolution include:

- **Use of Uniform Method:** The City will utilize the same billing and collection system used for ad valorem taxes, allowing the stormwater assessment to appear on the annual tax notice administered by the Pasco County Property Appraiser and Tax Collector.
- **Purpose of the Assessment:** The assessment will support the continued maintenance, operation, and improvement of the City's stormwater conveyance and drainage infrastructure. This funding mechanism ensures a comprehensive and efficient approach to stormwater management.
- **Assessment Area:** All property within the incorporated limits of the City of Zephyrhills, as legally described in the City Charter, will be subject to the assessment.
- **Collection Procedures:** The non-ad valorem assessment will be subject to the same collection procedures as ad valorem taxes, including early-payment discounts, installment options, penalties for delinquency, and enforcement through tax certificates or tax deeds if necessary.
- **Assessment Roll:** The City Council will consider and adopt the stormwater assessment roll at a public hearing to be scheduled between January 1, 2026, and September 15, 2026, as required by statute.
- **Required Notifications:** The City Clerk will provide certified copies of the adopted resolution to the Pasco County Property Appraiser, Tax Collector, and the Florida Department of Revenue by January 10, 2026, fulfilling statutory notice requirements for use of the uniform method.

This resolution does **not** impose the stormwater fee itself. Rather, it establishes the legal framework necessary for the City to levy and collect the assessment using the uniform method for future fiscal years.

Attachment(s):

1. DRAFT - Resolution 864-24 Non-Ad Valorem Assessment for a Stormwater Utility

Fiscal Impact:

No immediate fiscal impact results from adopting this resolution. Future fiscal impacts will be determined when the City proposes the stormwater utility assessment rate and adopts the assessment roll for the 2026 tax year.

Staff Recommendation:

Staff recommends that the City Council approve Resolution 864-25 declaring the City's intent to use the uniform method for levying, collecting, and enforcing non-ad valorem stormwater utility assessments within the corporate limits of the City of Zephyrhills.

RESOLUTION NO. 864-25

NOTICE OF INTENT TO USE UNIFORM METHOD OF COLLECTING NON-AD VALOREM ASSESSMENT FOR A STORMWATER UTILITY

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ZEPHYRHILLS, FLORIDA, EXPRESSING ITS INTENT TO USE THE UNIFORM METHOD FOR THE LEVY, COLLECTION, AND ENFORCEMENT OF NON-AD VALOREM ASSESSMENT PROVIDED FOR IN CHAPTER 197, FLORIDA STATUTES, SECTION 197.3632, FOR A STORMWATER UTILITY FEE TO BE LEVIED FOR OPERATION AND MAINTENANCE OF THE CITY'S STORMWATER CONVEYANCE SYSTEM, CAPITAL PROJECTS RELATED TO STORMWATER DRAINAGE AND RESILIENCY; PROVIDING THAT THE NON-AD VALOREM ASSESSMENT SHALL BE INLCUDED IN THE COMBINED NOTICE FOR AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS PROVIDED IN CHPATER 197, FLORIDA STATUTES, SECTION 197.3635; PROVIDING THAT THE NON-AD VALOREM ASSESSMENT SHALL BE COLLECTED IN THE SAME MANNER AS AD VALOREM TAXES; PROVIDING THAT THIS NON-AD VALOREM ASSESMENT IS NEEDED IN ORDER TO MAINTAIN STORMWATER DRAINAGE SYSTEMS THAT SERVICE THE CITY OF ZEPHYRHILLS AND TO FUND ADDITIONAL CAPITAL IMPROVEMENT PROJECTS TO BE DETERMINED BY THE CITY COUNCIL RELATED TO STORMWATER DRAINAGE AND RESILIENCY; PROVIDING FOR THE LEGAL DESCRIPTION OF THE CORPORATE LIMITS OF THE CITY OF ZEPHYHILLS WHICH SHALL BE SUBJECT TO THE NON-ADVALOREM LEVY; PROVIDING THAT THE PUBLIC HEARING ON THIS RESOLUTION WAS DULY ADVERTISED; PROVIDING THAT THE CLERK OF THE CITY OF ZEPHYHILLS SHALL MAIL CERTFIED COPIES OF THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to the authority set forth in Chapter 166, Florida Statutes, Section 166.021, and Section 2 (b), Article VII, of the Constitution of the State of Florida, municipalities have the governmental, corporate, and proprietary power to conduct municipal government, perform municipal functions, and render municipal services and may exercise any power for municipal purposes, except as expressly prohibited by law, and

WHEREAS, such statutory and constitutional authorization includes the ability to levy a special assessment for the operation and maintenance of the stormwater conveyance system within the corporate limits of the City of Zephyrhills; and

WHEREAS, Chapter 197, Florida Statutes, Section 197.3632, sets forth the required procedure to be followed by a local government to use the uniform method of levying, collecting, and enforcing non-ad valorem assessments; and

WHEREAS, the City Council held a public hearing on this Resolution on December 8, 2025, after advertising in the Tampa Bay Times for four (4) consecutive weeks as required by Chapter 197, Florida Statutes, Section 197.3632 (3)(a); and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ZEPHYHILLS, FLORIDA THAT:

Section 1. Intent to Use Uniform Method. The City Council of the City of Zephyrhills intends to use the uniform method for the levy, collection, and enforcement of non-ad valorem assessments for a stormwater utility fee within the corporate limits of the City of Zephyrhills, pursuant to Chapter 197, Florida Statutes, Section 197.3632 and 197.3635

Section 2. Need for Levy. The levy of non-ad valorem assessment for the stormwater utility fee is necessary in order to maintain and improve a comprehensive, coordinated, economical, and efficient stormwater drainage infrastructure system that services the City of Zephyrhills.

Section 3. Legal Description of Area Subject to Levy. The incorporated area of the City of Zephyrhills shall be subject to the levy and collection of the non-ad valorem assessment as legally described in Title I, Chapter 1, Section 11.02 of the City of Zephyrhills, Florida Charter and as changed in the manner prescribed by law following the effecting date of such Charter.

Section 4. Combined Notice for Ad Valorem Taxes and Non-Ad Valorem Assessments. The non-ad valorem assessment that shall be levied using the uniform method provided for in Chapter 197, Florida Statutes, Section 197.3632, shall be included in the combined notice for ad valorem taxes and non-ad valorem assessments proved for in Chapter 197, Florida Statutes, Section 197.3635.

Section 5. Non-Ad Valorem Assessment Subject to Collection Procedures for Ad Valorem Taxes. The non-ad valorem assessment collection pursuant to Chapter 197, Florida Statutes, Section 197.3632, shall be subject to the collection procedures provided for in Chapter 197, Florida Statutes, for ad valorem taxes and includes discount for early payment, prepayment by installment method, deferred payments, penalty for delinquent payment, and sale of tax certificates and tax deeds for nonpayment.

Section 6. Public Hearing on Non-Ad Valorem Assessment Roll. The City Council shall adopt a non-ad valorem assessment roll of the property to be assessed within the corporate limits of the City of Zephyrhills at a public hearing held between January 1, 2026, and September 15, 2026.

Section 7. Copy of Resolution. The Clerk of the City of Zephyrhills is hereby directed to mail a certified copy of this Resolution by United States mail to the Pasco County Property Appraiser, the Pasco County Tax Collector, and the State of Florida Department of Revenue by January 10, 2026.

Section 8. Effective Date. This Resolution shall become effective upon adoption.

The foregoing Resolution No. 864-25 was passed in an open and regular meeting of the City Council of the City of Zephyrhills, Florida, on this 8th day of December, 2025.

Attest: _____ _____

Ricardo Quiñones, City Clerk — Charles E. Proctor, Council President

The foregoing Resolution No. 862-25 was approved by me this 8th day of December, 2025.

_____

Melonie Bahr Monson, Mayor

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

_____

Matthew E. Maggard, City Attorney

City Council Meeting
December 8, 2025

Action Item

BUSINESS ITEMS 3.1

Discussion of January 26, 2026 Regular City Council Meeting

Issue:
The second Council Meeting of January 2026 falls on the same date as Legislative Action Days.

Background:
Every year during the legislative session, city officials from across the state meet in Tallahassee to visit lawmakers and advocate for local decision-making. This is a valuable opportunity for members to get to know their legislators and to experience the legislative process at work.

Attachment(s):
None

Fiscal Impact:
N/A

Staff Recommendation:
Staff recommend Council approve of canceling, moving or maintaining the meeting date.

City Council Meeting
December 8, 2025

Action Item

BUSINESS ITEMS 3.2

Approval of Agreement **41-25-35** Fire Rescue Impact Fee Interlocal Agreement

Issue:

The City of Zephyrhills must consider approval of a new Interlocal Agreement with Pasco County to authorize the City's collection and remittance of Fire Combat and Rescue Service Impact Fees on new construction within City limits. This agreement is required under the terms of the City's 2020 Fire Suppression and First Responder Interlocal Agreement and aligns the City with the County's recently updated impact fee schedule adopted under Ordinance No. 25-28.

Background:

In 2020, the City and Pasco County entered into an Interlocal Agreement whereby Pasco County Fire Rescue (PCFR) assumed responsibility for providing fire suppression and first responder services within Zephyrhills. As part of that agreement, the City committed to entering a subsequent interlocal to ensure that new development within City limits contributes its proportionate share of fire infrastructure costs.

In May 2025, Pasco County adopted significant updates to its Fire Combat and Rescue Service Impact Fees following a Stantec impact fee study and a finding of "extraordinary circumstances" under §163.31801, Florida Statutes. These increases fund capital improvements needed to support countywide population growth and rising service demands.

The new Interlocal Agreement requires the City to:

- Collect the County's fire combat and rescue impact fees at certificate of occupancy or final inspection.
- Establish segregated City accounts for land acquisition and fire facility/equipment revenues.
- Remit all collected fees to the County on a monthly basis, identified by parcel and permit number.
- Refer all appeals, exemption requests, independent fee calculations, and credit requests directly to the County.
- Amend City ordinances, if necessary, to ensure the County fees may legally be imposed

within municipal limits.

The County will remain responsible for administration, expenditure, and legal defense of the adopted fee structure.

Approval of the new agreement ensures compliance with the 2020 Interlocal and maintains equity between City and unincorporated development.

Attachment(s):

1. 41-25-35 Fire Rescue Impact Fee Interlocal Agreement
2. Ordinance No. 25-28 State Transmittal
3. Interlocal with Zephyrhills for Fire Suppression and First Responder Services-Recorded 5-11-2020

Fiscal Impact:

There is no direct cost to the City other than administrative processing.

Staff Recommendation:

Staff recommends that City Council approve the Interlocal Agreement between Pasco County and the City of Zephyrhills relating to Fire Combat and Rescue Service Impact Fees.

INTERLOCAL AGREEMENT BETWEEN PASCO COUNTY, FLORIDA, AND THE CITY OF ZEPHYRHILLS, FLORIDA, RELATING TO FIRE COMBAT AND RESCUE SERVICE IMPACT FEES

THIS INTERLOCAL AGREEMENT is made and entered into by Pasco County, a political subdivision of the State of Florida (the "County"); and the City of Zephyrhills, Florida (the "City").

WHEREAS, the County is experiencing rapid growth that leads to higher response times and inefficient provision of fire combat and rescue services; and

WHEREAS, new building construction has generated the need for Fire Combat and Rescue Service Impact Fees so that existing levels of fire combat and rescue services will continue to be provided and to help avoid future deficiencies in fire combat and rescue services; and

WHEREAS, the County has adopted Section 1302.6 of the Pasco County Land Development Code, as amended, entitled “Fire Combat and Rescue Service Impact Fees” (the "Fire/Rescue Impact Fee Regulations"), which requires new building construction to contribute its fair share of the cost of fire combat and rescue services and facilities and equipment necessitated by such new construction; and

WHEREAS, on May 5, 2020, the County and City entered into an Interlocal Agreement for Fire Suppression and First Responder Services recorded in OR Book 10099, Page 2648 of the Public Records of Pasco County, Florida (the “2020 Interlocal Agreement”); and

WHEREAS, pursuant to the 2020 Interlocal Agreement, the County agreed to provide fire combat and rescue services to City residents, and the City agreed to include the City limits within the boundaries of the County’s Municipal Services Taxing Unit for fire services; and

WHEREAS, pursuant to Section 4.(D) of the 2020 Interlocal Agreement, and to assist the County with providing capital improvements associated with providing fire service and/or rescue service for new construction, the City also agreed to enter into this Interlocal Agreement requiring the City to collect the County’s Fire Combat and Rescue Service Impact Fees, and adopt the same procedures for imposition, calculation, collection, and expenditure of such fees as set forth in the

Fire/Rescue Impact Fee Regulations.

NOW THEREFORE, in consideration of these premises and for good and valuable consideration, the receipt of which is hereby acknowledged by all parties, the parties hereby agree, stipulate and covenant as follows:

1. This Interlocal Agreement is entered into pursuant to the provisions of the Florida Interlocal Cooperation Act, contained in Section 163.01 of the Florida Statutes.

2. The parties to this Interlocal Agreement incorporate by reference the provisions of the Fire/Rescue Impact Fee Regulations into this Interlocal Agreement. Terms used in this Interlocal Agreement have the meanings provided in the Fire/Rescue Impact Fee Regulations and in Appendix A of the Pasco County Land Development Code, as amended. The County shall be responsible for the interpretation of the Fire/Rescue Impact Fee Regulations and the related terms in Appendix A of the Pasco County Land Development Code.

3. The City hereby agrees to assist and cooperate with the County in the collection of Fire Combat and Rescue Service Impact Fees as of the effective date of this Interlocal Agreement as follows:

(a) If the City's Attorney believes that the requirement for new construction within the City to pay the County's Fire Combat and Rescue Service Impact Fees is not automatically effective as of the effective date of this Interlocal Agreement pursuant to Section 1302.6.C. of the Pasco County Land Development Code, the City agrees to amend its ordinance(s) and/or land development regulations regulating the imposition and collection of impact fees so as to permit the imposition and collection of the County's Fire Combat and Rescue Service Impact Fees upon new construction within the City; such amendment(s), if necessary, shall be adopted on the same date that this Interlocal Agreement is approved by the City. The City further agrees not to prohibit, waive, or exempt the collection of such fees within the City during the term of this Interlocal Agreement, except for any exemptions set forth in the Fire/Rescue Impact Fee Regulations.

(b) Prior to the issuance of a certificate of occupancy or, where a certificate of occupancy is not required, a final inspection conducted, the City shall collect the Fire Combat and Rescue Service Impact Fees due from each applicant pursuant to Sections 1302.6.C. and 1302.6.D. of the Pasco County Land Development Code, as amended.

(c) The City shall deposit the Fire Combat and Rescue Service Impact Fees received into two funds or accounts specifically earmarked and established by the City for said impact fees. One fund or account shall be for fire combat and rescue service land acquisition, and the other fund or account shall be for fire combat and rescue service facilities and equipment.

(d) The Fire/Rescue Impact Fee Regulations and this Interlocal Agreement in no way require that the City subsidize the Fire Combat and Rescue Service Impact Fees due from any person, group or entity, etc.

(e) The City shall refer all requests by an applicant pertaining to an Independent Fee Calculation Study to the County. Such referrals will then be treated as requests to the County as described in Section 1302.1.E. of the County Land Development Code, as amended.

(f) The City shall refer all requests for an affordable housing exemption or partial exemption to the County. Such referrals will then be treated as requests to the County as described in Section 1302.6.C.4 of the Pasco County Land Development Code, as amended. If the City is in doubt as to the applicability of any other exemptions pursuant to Section 1302.6.C.4 of the Pasco County Land Development Code, the City shall refer such exemption requests to the County for a final determination.

(g) The City shall refer all requests by an applicant pertaining to credits to the County. Such referrals will then be treated as requests to the County as described in Section 1302.6.E. of the Pasco County Land Development Code, as amended.

(h) The City shall instruct an applicant requesting an appeal hearing to contact the County. Such referrals shall be treated as an appeal to the applicable County appellate body pursuant to Section 407.1 of the Pasco County Land Development Code, as amended.

(i) Within thirty (30) days from the last day of each month, the City shall transfer to the County the Fire Combat and Rescue Service Impact Fees collected during the previous calendar month. The funds transmitted shall be identified by the Property Appraiser's parcel identification number and the City of Zephyrhills' building permit number for the development activity assessed. The County agrees to deposit, appropriate, and expend such funds in accordance with Section 1302.6.G. of the Pasco County Land Development Code.

(j) The City shall instruct an applicant requesting a refund to contact the County. Such referrals shall be treated as requests to County pursuant to Section 1302.1.H of the Pasco County Land Development Code, as amended.

4. The term of this Interlocal Agreement shall extend from the date of its execution until this Agreement is terminated pursuant to paragraph 5.

5. Either party may terminate this Interlocal Agreement upon the other party's material failure to comply with the terms and conditions of this Interlocal Agreement. The party considering termination shall provide the other party with a written "Notice of Termination" stating its intent to terminate and describing those terms and conditions with which the other party has failed to comply. If the party failing to comply has not remedied its failures to comply or initiated substantial action to correct the required condition within thirty (30) days after receiving the "Notice of Termination," this Interlocal Agreement shall terminate. Notwithstanding the foregoing, the City shall not terminate this Interlocal Agreement if the 2020 Interlocal Agreement, as it may be amended from time to time, remains in effect, unless the County has failed to comply with paragraph 7 of this Interlocal Agreement.

6. The County shall provide written notice to the City of any update to the Fire/Rescue Impact Fees, pursuant to Section 1302.6.B.3. of the Land Development Code, as amended, as well as copies of studies pertaining to such update, and shall also provide to the City a copy of any proposed ordinance which alters the amount of the Fire Combat and Rescue Service Impact Fees prior to public hearing on and adoption of any such changes or modifications to the Fire/Rescue

Impact Fee Regulations. The purpose of this provision is to allow for input and recommendation from the City prior to any modification or amendments to the Fire/Rescue Impact Fee Regulations.

7. Subject to the limits in Section 768.28, Florida Statutes, and the County's sovereign immunity limitations, the County agrees to defend and hold the City harmless from loss, liability and damage, including court costs and attorney's fees, that may be made or brought by anyone through appeal, claims or litigation involving the legal sufficiency, constitutionality or application of the Fire/Rescue Impact Fee Regulations, as amended. Subject to the limits in Section 768.28, Florida Statutes, and the City's sovereign immunity limitations, the City shall defend and hold the County harmless from any negligent or wrongful actions of the City's employees in the collection of these fees. Further, the County agrees to reimburse any fire combat and/or rescue services impact fees collected by the City and remitted to the County, where such reimbursement is determined appropriate by the County or ordered by a court of competent jurisdiction. The City agrees to notify the County in a timely manner of actual or written intents to file litigation.

8. The parties have the right to review the records of each other as to the receipt, allocation, and expenditure of Fire Combat and Rescue Service Impact Fees and the issuance of certificates of occupancy or final inspections conducted. All such inspections shall be made upon reasonable notice and at a reasonable time and place.

9. All notices and clarifications required under this Agreement shall be directed to the following offices:

For the County:
County Administrator
8731 Citizens Drive, Suite 350
New Port Richey, Florida 34654
(727) 847-8115

For the City of Zephyrhills:
City Manager
5335 8th Street
Zephyrhills, FL 33542
813-780-0000

10. This Interlocal Agreement shall be governed by the laws of the State of Florida. All

legal actions to enforce the Agreement shall be held in Pasco County. No remedy conferred in this Interlocal Agreement is intended to be exclusive of any other remedy, at law or in equity, or by statute or otherwise. No exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

11. This Interlocal Agreement sets forth the entire agreement between the parties relating to the City's collection of the County's Fire Combat and Rescue Service Impact Fees. There are no promises or understandings other than those stated herein. None of the provisions, terms, or conditions contained in this Agreement may be modified, superseded, or otherwise altered, except by written agreement of the parties.

12. If any item or provision of this Interlocal Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Interlocal Agreement, or the further application of such terms or provision, shall not be affected, and every other term and provision of this Interlocal Agreement shall be deemed valid and enforceable to the extent permitted by law.

13. Pursuant to Section 163.01(11), Florida Statutes, this Interlocal Agreement shall become effective upon full execution by the County and the City, and filing with the Clerk of the Circuit Court of Pasco County, Florida.

(Balance of this page left blank intentionally)

IN WITNESS WHEREOF, the County and the City have caused this Interlocal Agreement to be duly executed on behalf of each, on the respective dates set forth below.

(SEAL)

ATTEST:

PASCO COUNTY, FLORIDA, a political subdivision of the State of Florida

_____
Nikki Alvarez-Sowles, Esq.
Pasco County Clerk & Comptroller

_____
Kathryn Starkey, Chairman

Date:_____

(SEAL)

CITY OF ZEPHYRHILLS, FLORIDA

ATTEST:

_____
Clerk

By: _____

_____
Print Name

_____
Title

Date: _____

APPROVED AS TO LEGAL FORM AND SUFFICIENCY

_____
Attorney for City of Zephyrhills

FLORIDA DEPARTMENT of STATE

RON DESANTIS
Governor

CORD BYRD
Secretary of State

May 21, 2025

Nikki Alvarez-Sowles, Esq.
County Clerk and Comptroller
Pasco County
14236 6th Street, Suite 201
Dade City, Florida 33523

Dear Nikki Alvarez-Sowles:

Pursuant to the provisions of Section 125.66, Florida Statutes, this will acknowledge receipt of your electronic copy of Pasco County Ordinance No. 25-28, which was filed in this office on May 21, 2025.

Sincerely,

Alexandra Leijon
Administrative Code and Register Director

AL/dp

SENT TO STATE

BOARD OF COUNTY COMMISSIONERS **ORDINANCE NO. 25-28**

AN ORDINANCE BY THE PASCO COUNTY BOARD OF COUNTY COMMISSIONERS AMENDING THE PASCO COUNTY LAND DEVELOPMENT CODE TO INCREASE FIRE COMBAT AND RESCUE IMPACT FEES BEYOND THE PHASE-IN LIMITATIONS IN SECTION 163.31801(6), FLORIDA STATUTES; AMENDING SECTION 103.1 JURISDICTIONAL APPLICABILITY; PROVIDING FOR AMENDMENTS TO SECTION 1302.6 FIRE COMBAT AND RESCUE SERVICE IMPACT FEE, TO MAKE SUCH SECTION CONSISTENT WITH THE 2024 FIRE COMBAT AND RESCUE SERVICE IMPACT FEE STUDY AND TO ADOPT SUCH STUDY; TO INCREASE THE AMOUNT OF FIRE COMBAT AND RESCUE SERVICE IMPACT FEES; PROVIDING FOR ADDITIONAL AMENDMENTS AS NECESSARY TO ENSURE INTERNAL CONSISTENCY; PROVIDING FOR APPLICABILITY; REPEALER; PROVIDING FOR SEVERABILITY; INCLUSION INTO THE LAND DEVELOPMENT CODE, AND AN EFFECTIVE DATE.

WHEREAS, on December 17 2003, Pasco County adopted Ordinance No. 04-02 to implement Fire Combat and Rescue Service Impact Fees for residential and non-residential uses, which have been codified into Section 1302.6 of the Paso County Land Development Code; and

WHEREAS, Pasco County continues to see unprecedented growth in population and development, and Pasco County Fire Rescue is unable to maintain an uninterrupted level of service delivery, while calls for service parallels population increases, elevating demands on Fire Combat and Rescue Facilities and Equipment with minimal increases to service delivery models; and

WHEREAS, Pasco County Fire Rescue remains below the nationwide industry standard on service delivery per 1,000 population, and experiences increasing unit hour utilization metrics on emergency service resources above the industry standard; and

WHEREAS, internal findings in an evaluation of the Fire Combat and Rescue Service Impact Fees proves the current 2004 fee structure cannot support the 2024 Fire Combat or Rescue Service Capital Improvement Plan; and

WHEREAS, Pasco County Administration supported and directed the retention of an independent consultant to complete an Impact Fee Study with recommendations focused on the 2024 Fire Combat and Rescue Service Capital Improvement Plan; and

WHEREAS, in June of 2024, Stantec completed the Pasco County Fire Combat and Rescue Service Impact Fee Study and provided the Final Report with conclusions and recommendations of amending and increasing the Fire Combat and Rescue Service Impact Fees needed to pay for Fire Combat and Rescue facilities and equipment to service future population growth and fund a substantial portion of the 2024 Fire Combat and Rescue Service Capital Improvement Plans; and

WHEREAS, in 2021, the State Legislature adopted, and the Governor signed into law, House Bill 337, which became Chapter 2021-63, Laws of Florida ("HB 337"), which made substantial changes to the impact fee requirements in Section 163.31801, Florida Statutes, including limiting impact fee increases to once every four (4) years, and limiting impact fee increases to a maximum of 50 percent of the existing impact fee rate, which must be implemented in two (2) or four (4) equal annual

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installments (“Phase-In Limitations”), and

WHEREAS, Section 163.31801, Florida Statutes allows a local government to exceed the Phase-In Limitations if the local government demonstrates the extraordinary circumstances necessitating the need to exceed the Phase-In Limitations, and holds at least two publicly noticed workshops dedicated to these extraordinary circumstances (“Extraordinary Circumstances Workshop(s)”); and

WHEREAS, notice of this proposed ordinance amending the impact fee regulations, and notifying the public of proposed impact fee increases pursuant to Section 163.31801(3)(d), Florida Statutes, was published in the Tampa Bay Times on April 2, 2025; and

WHEREAS, on April 17, 2025, the Local Planning Agency conducted the first required Extraordinary Circumstances Workshop and a duly noticed public hearing and found the proposed amendments to the Fire Combat and Rescue Service impact fee regulations consistent with the Pasco County Comprehensive Plan; and

WHEREAS, the Board of County Commissioners conducted the second Extraordinary Circumstances Workshop on April 22, 2025 and duly noticed public hearings on April 22, 2025 and May 20, 2025 where the Board of County Commissioners considered all oral and written comments, including staff reports and information received during said Extraordinary Circumstances Workshop and public hearings and declares (a) that the proposed Fire Combat and Rescue Service Impact Fee increase beyond the Phase-In Limitations is necessitated by extraordinary circumstances, including, but not limited to, the extraordinary increases in construction costs since 2004, and (b) that this Ordinance is consistent with the Pasco County Comprehensive Plan; and

WHEREAS, in exercise of the authority referenced above the Board of County Commissioners of Pasco County has determined it is necessary and desirable to amend the Fire Combat and Rescue Service impact fee regulations in the Pasco County Land Development Code.

NOW, THEREFORE, BE IT ORDAINED by the Board of County Commissioners of Pasco County, Florida, as follows:

Section 1. Authority.

This ordinance is enacted pursuant to Chapter 125 and 163, Florida Statutes, as amended and under the home rule powers of the County.

Section 2. Recitals.

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

Section 3. Applicability.

All provisions of this Ordinance shall apply to the unincorporated areas of Pasco County, Florida, and to those incorporated municipalities in Pasco County that have entered into an interlocal agreement with Pasco County providing for the collection of Fire Combat and Rescue Service Impact Fees.

Section 4. Amendments.

The Pasco County Land Development Code is hereby amended as shown and described in Exhibit A.

Section 5. Repealer.

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

Section 6. Severability.

It is declared to be the intent of the Board of County Commissioners of Pasco County, Florida, that if any section, subsection, sentence, clause, or provision of this Ordinance shall be declared invalid, the remainder of this Ordinance shall be construed as not having contained said section, subsection, sentence, clause, or provisions and shall not be affected by such holding.

Section 7. Inclusion into the Land Development Code.

It is the intent of the Board of County Commissioners that the provisions of this Ordinance shall become and be made part of the Pasco County Land Development Code and that the sections of this Ordinance may be renumbered or relettered.

Section 8. Scrivener's Error.

The County Attorney may correct scrivener's error found in this Ordinance by filing a corrected copy of this Ordinance with Board Records.

Section 9. Effective Date.

A certified copy of this ordinance shall be filed with the Florida Department of State by the Clerk to the Board within ten (10) days after adoption and shall take effect upon filing with the Florida Department of State.

ADOPTED with a quorum present and voting this 20th day of May, 2025.

BOARD OF COUNTY COMMISSIONERS
OF PASCO COUNTY, FLORIDA

(SEAL)

APPROVED
IN SESSION
MAY 20 2025
PASCO COUNTY
BCC

BCC 05-20-2025 FR25-1621

NIKKI ALVAREZ-SOWLES, ESQ
PASCO COUNTY CLERK & COMPTROLLER

KATHRYN STARKEY, CHAIRMAN

Exhibit A

CHAPTER 100. GENERAL PROVISIONS

SECTION 101. TITLE

This Code shall be entitled the Pasco County Land Development Code and may be referred to herein as this Code. Whenever a reference is made to this Code or any portion thereof, the reference shall apply to all amendments, corrections, and additions heretofore, now, or hereafter made.

SECTION 102. AUTHORITY AND PURPOSE

102.1. Pursuant to Article VIII, Section I(f), of the Constitution of the State of Florida; the Local Government Comprehensive Plan and Land Development Act, Chapter 163, Part II, Florida Statutes, as amended; and Chapter 125, Florida Statutes, as amended, the County is authorized and required to adopt this Code consistent with the adopted Pasco County Comprehensive Plan.

This Code consists of certain regulatory and administrative ordinances of the County, codified pursuant to the provisions of Sections 125.66, 125.67, and 125.68, Florida Statutes.

102.2. The provisions of this Code shall be construed and implemented to achieve the following intentions and purposes of the Board of County Commissioners (BCC):

A. To establish the regulations, procedures, and standards for review and approval of all proposed development in the County.

B. To foster and preserve public health, safety, and welfare and to aid in the harmonious, orderly, and progressive development of the County in accordance with the adopted Comprehensive Plan.

C. To implement a development review process that is:

1. Efficient, in terms of time and expense;

2. Effective, in terms of addressing the natural resource and public facility implications of proposed development;

3. Equitable, in terms of consistency with regulations and procedures;

4. Equitable, in terms of preservation of the rights of property owners; and

5. Equitable, in the consideration of the interests of the citizens of the County.

D. To implement the Comprehensive Plan.

SECTION 103. APPLICABILITY

103.1. **Jurisdictional Applicability**

Except where otherwise provided for in this Code, the provisions of this Code apply to all land where any portion is within the jurisdiction of unincorporated Pasco County. Notwithstanding the forgoing, this Code, Section 1302.3, School Impact Fees, shall apply throughout the entire incorporated and unincorporated areas of the County. Other provisions of this Code may apply to incorporated areas of the County pursuant to an interlocal agreement between the County and a municipality(ies).

103.2. **Applicability**

The provisions of this Code apply to all uses, structures, and development proposed within the County. Where a development approval has been granted for a use, structure, or development, the owner/applicant may proceed with that development approval under the terms of the Code existing at the time of development approval, unless otherwise specified in the text of this Code.

SECTION 104. REQUIRED CONSISTENCY WITH THE COMPREHENSIVE PLAN

This Code is consistent with the Pasco County Comprehensive Plan. Any amendments to this Code must be consistent with the Comprehensive Plan, in effect at the time of any proposed amendment to this Code. An amendment to this Code is consistent with the Comprehensive Plan if it implements the Goals, Objectives, Policies, and strategies and any vision statement contained in the Comprehensive Plan. No development may be approved unless it is determined that the proposed development is consistent with the Comprehensive Plan.

SECTION 105. CONSTRUCTION

105.1. **Coordination with Other Regulations**

A. The uses, structures, and land within the unincorporated area of Pasco County are subject to all other applicable regulations, whether or not such other provisions are specifically referenced in this Code. References to other regulations or provisions of this Code are for the convenience of the reader and are not exhaustive. The lack of a reference or a cross-reference does not exempt a use, structure, development, or land from those regulations or all other applicable provisions of this Code.

B. If a provision of this Code requires a greater width or size of a yard, court, or other open space; requires a lower building height or fewer number of stories for a building; requires a greater percentage of lot to be left unoccupied; or otherwise imposes higher standards than those required under another statute or local ordinance or regulation, the regulation adopted under this Code controls. If the other statute or local ordinance or regulation imposes higher standards, that statute, ordinance, or regulation controls.

105.2. **Rules of Construction**

A. This Code contains numerous graphics, pictures, illustrations, and drawings in order to assist the reader in understanding and applying this Code. However, to the extent that there is any inconsistency between the text of this Code and any such graphic, picture, illustration, or drawing, the text controls unless otherwise provided in the specific section.

B. Title and chapter headings and section catch lines in this Code shall not be deemed to govern, limit, modify, or in any manner affect the scope, meaning, or intent of the provisions of any title, chapter, or section hereof.

C. Words as defined herein, whether within individual sections of this Code or as put forth in Appendix A, Definitions, are specifically incorporated herein and made a part of this Code.

D. All general provisions, terms, phrases, and expressions contained in this Code shall be liberally construed in order that the true intent and meaning of the BCC may be fully carried out. Terms used in this Code, unless otherwise specifically provided, shall have the meanings prescribed by the statutes of the State for the same terms. Where any provision of this Code imposes greater restrictions upon the use of land than the general provision imposed by this Code, the provision imposing the greater restriction or regulation shall be deemed to be controlling.

E. Where this Code incorporates by reference a provision of another statute, regulation, guideline, or rule, it shall be deemed to be the most recent applicable version.

105.3. **Rules of Interpretation**

A. Gender

Words importing the masculine gender shall be construed to include the feminine and neuter. Words importing the feminine gender shall be construed to include the masculine and neuter.

B. Number

A word importing the singular number only may extend and be applied to several persons and things as well as to one person and thing. The use of the plural number shall be deemed to include any single person or thing.

C. Shall, May

The word "shall" is mandatory and not discretionary; "may" is permissive.

D. Written or in Writing

The term "written" or "in writing" shall be construed to include any representation of words, letters, or figures, whether by printing or otherwise.

E. Computation of Time

The time within which an act is to be done shall be computed by excluding the first and including the last day. If the last day is a Saturday, Sunday, or legal holiday, that day shall be excluded.

F. Day

The word “day” shall mean a calendar day unless a working day is indicated.

105.4. **Continuation of Existing Ordinances**

The sections of this Code, insofar as they are substantially the same as legislation previously adopted by the County relating to the same subject matter, shall be construed as restatements and continuations thereof and not as new enactments.

105.5. **Effect of Repeal or Amendment**

A. The repeal or amendment of an ordinance shall not revive any ordinance in force before or at the time the repealed or amended ordinance took effect.

B. The repeal or amendment of any ordinance shall not affect any punishment or penalty finalized before the repeal took effect, nor any suit, prosecution, or proceeding pending at the time of the repeal for an offense committed under the repealed or amended ordinance.

SECTION 106. AMENDMENT OF THIS CODE

106.1. **Purpose**

This Code may be amended from time to time in accordance with the procedures and standards set forth in this section. The purpose of this section is not to relieve particular hardships and not to confer special privileges or rights on any person, but only to make adjustments to the text of this Code that are necessary in light of changed conditions or changes in public policy or that are necessary to implement the Comprehensive Plan or to advance the general welfare of the County.

106.2. An amendment to the text of this Code may be initiated by the BCC.

106.3. **Public Hearings**

Public hearings to consider and adopt amendments to this Code shall be duly noticed in accordance with the general procedures and requirements of Section 125.66, Florida Statutes, and other applicable law. Public hearings to enact emergency ordinances to amend the text of this Code need not comply with the notice requirements of Section 304, hereof, so long as they comply with the requirements of Section 125.66(3), Florida Statutes. The Local Planning Agency (LPA) shall hold an

advertised public hearing to consider the proposed amendment, provided additional hearings may be held at the option of the LPA. The BCC shall hold an advertised public hearing to consider the proposed amendment, provided additional hearings shall be held when required by applicable law and when at the option of the BCC.

106.4. **Recommendation of the LPA**

The LPA shall consider the proposed amendment and provide a recommendation to the BCC addressing consistency with the Comprehensive Plan. The LPA may also provide comments, including recommended changes to the proposed amendment and additional issues to be considered. The County Administrator or designee shall forward the recommendation and comments of the LPA, together with any County staff recommendations, to the BCC for consideration in the public hearing or hearings in which the proposed amendment will be considered.

106.5. **Action by the BCC**

The BCC may:

A. Determine that the proposed amendment is consistent with the Comprehensive Plan and promotes the public health, safety and welfare and adopt the amendment as proposed, or with such modifications as are necessary ensuring consistency with the Comprehensive Plan and promoting public health, safety and welfare;

B. Refer the matter back to the LPA for further consideration; or

C. Determine that the proposed amendment is not consistent with the Comprehensive Plan or does not promote the public health, safety, or welfare and reject the proposed amendment.

SECTION 107. FEES

The BCC is authorized to adopt, by resolution, all necessary fees to administer, implement, and enforce this Code. The said fee resolution may include provisions for consulting assistance as required.

SECTION 108. ENFORCEMENT

108.1. Any person who violates any provision of this Code may be prosecuted and punished in the manner provided by law under Section 125.69, Florida Statutes; Chapter 162, Part II, Florida Statutes; Section 1 of the Pasco County Code of Ordinances; and/or as otherwise specifically provided for elsewhere in this Code. Nothing in this Code shall be construed to prohibit the County from enforcing this Code by any means including, but not limited to, issuance of a citation without warning, a summons, an arrest, an action before an enforcement board or special master, a civil action for injunctive relief, a stop work order, demolition, or by any other matter provided for in Chapter 125, Florida Statutes, or the Pasco County Code of Ordinances. Each violation of this Code shall be a separate offense. Each day that the violation continues shall constitute a separate violation. All costs for enforcement, prosecution,

and judicial review may be assessed against the violator of the provisions of this Code on finding by the court that the violations have occurred.

108.2. The owner, tenant, or occupant of any land or structure or part thereof, and any architect, builder, contractor, agent, or other person who participates in, assists, directs, creates, or maintains any situation that is contrary to the requirements of this Code, or any person otherwise responsible as provided elsewhere in this Code, may be held responsible for the violation and be subject to the penalties and remedies provided for in this Code.

108.3. The BCC or any aggrieved person may resort to such remedies in law and equity as may be necessary to ensure compliance with the provisions of this Code, including injunctive relief to enjoin and restrain any person violating the said provisions. The County may elect any or all of the available remedies concurrently and the pursuance of one shall not preclude the pursuance of another. The County Attorney is hereby authorized to take whatever legal action is necessary to prevent, abate, or correct violations of this Code.

108.4. Any law enforcement official, County Code Enforcement Officer, and the County Administrator or designee is hereby designated as a "Code Enforcement Officer" authorized to issue citations for the County.

108.5. County officials authorized to issue development approvals including, but not limited to, Building Permits and Certificates of Occupancy, may withhold such approvals from any person found to be in violation of this Code or in violation of any prior, unexpired, development approval issued in accordance with the provisions of this Code. Such pending development approvals and/or permits may be withheld until compliance with this Code or the development approval occurs. However, any person aggrieved by a decision to withhold a pending development approval and/or permit may appeal such decision to the Planning Commission, pursuant to Section 407.1.

108.6. It shall not be a defense to or grounds for dismissal of any action for damages and civil penalties that the County has failed to exhaust its administrative remedies, has failed to serve a notice of violation, or has failed to hold an administrative hearing prior to the institution of a civil action, or that criminal proceedings or other enforcement proceedings are pending. The failure of the County to enforce any requirements of this Code shall not constitute a waiver of the County's right to enforce this Code with respect to that violation or subsequent violations of the same type or to pursue other remedies.

108.7. The County's Uniform Fine Schedule, as provided for in Sections 1-11 of the Pasco County Code of Ordinances and as may be amended, is incorporated herein.

108.8. In the event a violation of this Code or a permit creates an immediate health hazard or threatens immediate, serious damage to the public health or threatens or causes irreparable injury or damage to aquatic life or property, the County Administrator or designee shall have the power and authority to order immediate cessation of the activities causing such conditions. Any person receiving such an order for immediate cessation of operations shall immediately comply with the requirements thereof. It shall be unlawful for any person to fail or refuse to comply with an order for immediate cessation issued and served under the provisions of this Code. The failure of a permittee or any other appropriate party to comply with an order for immediate cessation issued under this Code or with any requirements, measures, or steps imposed upon the violator through such an order shall be unlawful and shall constitute a violation of this Code.

108.9. Any person violating the provision of this Code and causing damage, destruction, or unsafe, dangerous, or unhealthful conditions shall be responsible for:

A. Correcting such conditions.

B. Repairing damage to or replacing destroyed County, public, or County-maintained property.

C. Reimbursing the County for the cost of correcting such conditions, repairing, or replacing County or publicly owned or maintained property, where such correction, repair, or replacement by the County is required, provided that prior to undertaking repair or replacement, the County may first make:

1. Demand upon a person responsible for such adverse conditions, damage, or destruction to make appropriate corrections, repairs, or replacement.

2. If such demand is made, the responsible person shall take such action within a reasonable time as determined by the County, based upon the circumstances giving rise to the demand.

D. Indemnifying the County for any liability for damages caused by such violation or violations.

108.10. Any person failing to implement or carry out development in accordance with this Code or other applicable regulations or approved plans, development permits, applications, conditions, or standards shall be responsible for correcting, repairing, or replacing materials, property, or conditions in order to bring the development into conformity with such regulations, this Code, plans, development permits, applications, conditions, or standards. Any such person shall be deemed in violation of this Code.

108.11. Enforcement of any setback or height restrictions set forth in this Code, Chapter 500, Zoning and Section 1003, Gates, Fences, and Walls, shall be barred if enforcement; e.g., notice of violation, citation, complaint, lawsuit, etc., of such violation has not been initiated within one (1) year of the date the violation occurs. This exemption shall not apply to violations involving recreational vehicles, nor to buildings or structures built or placed without required building or zoning permits and/or inspections after January 1,

1995, nor to buildings or structures built or placed upon easements where structures would otherwise be prohibited.

108.12. The following acts and omissions constitute a violation of this Code:

A. Failing to observe any requirements of this Code.

B. Failing to perform any act required by this Code.

C. Failing to perform any act required by this Code in the manner or within the time specified for performance.

D. Performing an act prohibited by this Code.

E. Failing to observe any condition of any permit or approval.

F. Failing to pay required fees.

G. Failing to comply with a recorded deed restriction that was utilized to secure a county development approval or county mobility fee or impact fee exemption, waiver, or reduction.

1302.6. Fire Combat and Rescue Service Impact Fees

A. Intent and Purpose

1. To establish uniform fire combat and rescue service impact fees in the County and establish procedures for the imposition, calculation, collection, administration, and expenditure of fire combat and rescue service impact fees imposed on new building construction.

2. To facilitate the implementation of the Goals, Objectives, and Policies of the Comprehensive Plan, specifically, Objectives CIE 1.3 and CIE 1.4 of the Capital Improvements Element, relating to limiting reliance on ad valorem revenues and utilizing funding directly from new building construction to offset appropriate costs of serving new building construction with public facilities.

3. To ensure that new building construction is reasonably benefited by the provision of the public fire combat and rescue service facilities and equipment provided with the proceeds of fire combat and rescue service impact fees.

4. To ensure that all applicable legal standards and criteria are properly incorporated in these procedures.

B. Fire Combat and Rescue Service Impact Fee Study and Modifications

1. The Board of County Commissioners (BCC) has adopted and incorporates by reference the Fire Combat and Rescue Service Impact Fee Study by Stantec, dated June 11, 2024 and the 2024-2033 Fire Combat and Rescue Service Capital Improvement Plans (“Capital Plans”) as an attachment to the Impact Fee Study.

2. The following changes can be made to the Capital Plans without requiring an amendment to the impact fee structure in the LDC: (1) moving projects to different phases, (2) replacing existing facilities or projects in the Capital Plans with new facilities or projects that are equal to or less than the cost of existing facilities or projects, (3) adding facilities or projects to the Capital Plans that are fully funded with non-impact fee revenue sources, (4) adding to or changing the scope of facilities or projects in the Capital Plans where additional scope items are funded by non-impact fee revenue, and (5) fully funding facilities with impact fees where project costs exceed the Capital Plans cost estimates by less than 20%. The above listed changes to the Capital Plans may be adopted by Board resolution or through the Board’s approval of amended Capital Plans in conjunction with the Board’s approval of the yearly budget.

3. This section and the Fire Combat and Rescue Service Impact Fee Study may be reviewed and updated by the BCC no sooner than every four (4) years. The purpose of this review and update is to demonstrate that the fire combat and rescue service impact fee addresses, but does not exceed, reasonably anticipated costs associated with growth necessitated, capital improvements. In the event the review demonstrates that anticipated costs have changed, the study and the fire combat and rescue service impact fee shall be amended in accordance therewith.

4. The failure to prepare a review and update as provided herein shall not affect the effectiveness or the administration of this section.

C. Imposition

1. The fire combat and rescue service impact fee shall be imposed on all new construction occurring within unincorporated Pasco County and the municipalities of Dade City, St. Leo, and San Antonio. The fire combat and rescue impact fee shall be imposed on all new construction in the municipality of Zephyrhills upon entering into the required interlocal agreement with Zephyrhills. The rescue service impact fee shall be imposed on all new construction in the municipalities of Port Richey and New Port Richey if such municipalities enter into an interlocal agreement requiring such imposition.

2. For Building Permits or Mobile Home Tie-Down Permits for which a complete application is submitted on or prior to July 1, 2025, the Fire Combat and Rescue Impact Fees shall be as follows:

FIRE COMBAT	
Residential Uses:	
Fire Combat Land	$ 27.45 Per Dwelling Unit
Facilities and Equipment	$221.00 Per Dwelling Unit
Total	**$248.45 Per Dwelling Unit**
Nonresidential Uses:	
Fire Combat Land	$35.83 Per 1,000 Square Feet of Gross Floor Area
Facilities and Equipment	$288.50 Per 1,000 Square Feet of Gross Floor Area
Total	**$324.33 Per 1,000 Square Feet of Gross Floor Area**
Rescue Service	
Residential Uses:	
Rescue Service Land	$19.79 Per Dwelling Unit
Facilities and Equipment	$152.15 Per Dwelling Unit
Total	**$171.94 Per Dwelling Unit**
Nonresidential Uses:	
Rescue Service Land	$25.83 Per 1,000 Square Feet of Gross Floor Area
Facilities and Equipment	198.61 Per 1,000 Square Feet of Gross Floor Area
Total	**$224.44 Per 1,000 Square Feet of Gross Floor Area**
	The gross floor area of a nonresidential use shall be capped at a maximum area of 50,000 square feet per building for purposes of calculation of the fire combat and rescue service impact fee. Nonresidential uses greater than 50,000 square feet in the gross floor area shall be calculated as if the gross floor area were 50,000 square feet.

For Building Permits or Mobile Home Tie-Down Permits for which a complete application is submitted after July 1, 2025,[1] the Fire Combat and Rescue Impact Fees shall be as follows:

[1] In the event a law takes effect that prevents Pasco County from adopting more restrictive or burdensome land development regulations following a hurricane, and if such law applies to Pasco County's increase of Fire Combat and Rescue Service impact fees adopted on May 20, 2025, this July 1, 2025 date shall be automatically extended to the date that Pasco County is no longer prevented from adopting more restrictive or burdensome land development regulations following a hurricane; provided, however, such extended date shall only apply to those Building Permits or Mobile Home Tie-Down Permits that are entitled to the benefit of the law that prevents Pasco County from adopting more restrictive or burdensome land development regulations following a hurricane.

FIRE COMBAT	
Residential Uses:	
Fire Combat Land	$ 36.00 Per Dwelling Unit
Facilities and Equipment	$380.00 Per Dwelling Unit
Total	**$416.00 Per Dwelling Unit**
Nonresidential Uses:	
Fire Combat Land	$32.00 Per 1,000 Square Feet of Gross Floor Area
Facilities and Equipment	$330.00 Per 1,000 Square Feet of Gross Floor Area
Total	**$362.00 Per 1,000 Square Feet of Gross Floor Area**
Rescue Service	
Residential Uses:	
Rescue Service Land	$29.00 Per Dwelling Unit
Facilities and Equipment	$229.00 Per Dwelling Unit
Total	**$258.00 Per Dwelling Unit**
Nonresidential Uses:	
Rescue Service Land	$25.00 Per 1,000 Square Feet of Gross Floor Area
Facilities and Equipment	$199.00 Per 1,000 Square Feet of Gross Floor Area
Total	**$224.00 Per 1,000 Square Feet of Gross Floor Area**

3. The fire combat and rescue service impact fee shall be determined at the time a completed application for a Building Permit is submitted and paid prior to the issuance of any Certificate of Occupancy (CO).

4. Exemptions or Partial Exemptions. An exemption or partial exemption must be claimed by the applicant or it shall be waived. Payment of the fire combat and rescue service impact fee shall not apply, or shall be reduced, in the following situations if the applicant clearly demonstrates with competent substantial evidence to the County Administrator or designee one of the following:

   a. New building construction for which a completed application for a Building Permit has been submitted, where a Building Permit has been issued, or for which a CO has been issued prior to January 13, 2004.

   b. Other uses. No fire combat and rescue service impact fee shall be imposed on a use, development, project, structure, building, fence, sign, or other building construction activity that cannot result in an increase in the demand for fire combat and rescue service facilities. An applicant who requests an exemption pursuant to this subsection for an activity not specifically enumerated herein shall request a determination from the

County Administrator or designee that the activity does not result in an increase in a demand generator for the fire combat and rescue service system. An applicant may appeal such a determination pursuant to this Code.

c. Alterations or expansions. No fire combat and rescue service impact fee shall be imposed for alterations or expansions of a residential use that existed January 13, 2004, where no additional dwelling units are created. However, where an alteration or expansion will create an additional dwelling unit; e.g., a single-family detached house altered to create two (2) or more multi-family dwelling units, a fire combat and rescue service impact fee equivalent to the difference between the fire combat and rescue service impact fee amount for the existing use and the new use shall be due for each additional dwelling unit, pursuant to the fire combat and rescue service impact fee schedule in place at the time of the change in circumstances. No fire combat and rescue service impact fee shall be imposed for alterations or expansions of a nonresidential use that existed on January 13, 2004, where no additional, gross floor area is created. However, where an alteration or expansion will create additional, gross floor area of a nonresidential use, a fire combat and rescue service impact fee equivalent to the difference between the fire combat and rescue service impact fee amount for the existing use, and the new use shall be due for the additional, gross floor area pursuant to the fire combat and rescue service impact fee schedule in place at the time of the change in circumstances, subject to the limitations of this section.

d. Accessory buildings or structures. No fire combat and rescue service impact fee shall be imposed for the building construction of accessory buildings or structures.

e. Replacement of residential use or nonresidential use. No fire combat and rescue service impact fee shall be imposed for the replacement of a residential use or nonresidential use, in whole or in part, as long as the owner can demonstrate that the same use existed on January 13, 2004. However, where a replacement will create a greater fire combat and rescue service demand generator; e.g., for a residential use, one dwelling unit replaced by two (2) or more dwelling units; or for a nonresidential use, an increase in the gross floor area, a fire combat and rescue service impact fee equivalent to the difference shall be due for the resulting dwelling unit or nonresidential use pursuant to the fire combat and rescue service impact fee schedule in place at the time of the change in circumstances.

f. Mobile homes. No fire combat and rescue service impact fee shall be imposed for the issuance of a Tie-Down Permit for a mobile home where the applicant is able to demonstrate to the County Administrator or designee that a fire combat and rescue service impact fee has previously been paid for the lot upon which the mobile home is to be situated.

g. Recreational vehicle sites. Fire combat and rescue service impact fees shall be imposed only once per recreational vehicle site and shall be calculated based on one (1) dwelling unit per recreational vehicle site. A recreational vehicle site is an area providing for one (1) water or electrical service connection to one (1) recreational vehicle dwelling unit. Areas in which more than one (1) recreational vehicle site is provided shall have the fire combat and rescue service impact fees calculated for each recreational vehicle site. The replacement of recreational vehicles on a recreational vehicle site shall not require payment of a fire combat and rescue service impact fee.

h. Farm and ranch buildings on land used for bona fide, agricultural purposes as classified by the County Property Appraiser. The exemption shall not apply to residential units on bona fide, agricultural land.

i. Affordable Housing Exemption. No fire combat and rescue service impact fee shall be imposed for a dwelling unit that is affordable to a family with a median income that does not exceed eighty (80) percent of the median income for the Tampa-St. Petersburg-Clearwater standard metropolitan statistical area. To qualify for the Affordable Housing Exemption, the dwelling unit, or the larger planned development that includes the dwelling unit, or the multiple family building, as applicable, must be designated as affordable by the County Administrator or designee consistent with the foregoing definition and applicable Federal, State, and local income and expense criteria for affordable housing and must be sold or leased to a family that satisfies the foregoing income criteria, as determined by the County Administrator or designee. The County shall impose deed restrictions, mortgage requirements, and/or liens that ensure that any dwelling unit or multiple-family building that is awarded the Affordable Housing Exemption remains affordable. The owner of any dwelling unit or multiple family building that was awarded the Affordable Housing Exemption that resells or leases such dwelling unit at a price that is no longer affordable or resells or leases such dwelling unit to a family that does not satisfy the foregoing income criteria, as determined by the County Administrator or designee consistent with the foregoing definition, shall be required to pay to the County the entire fire combat and rescue service impact fee that was exempted, which shall be calculated based on the

fee in place at the time the violation occurs. Failure to pay such fee shall be considered a violation of this section which shall make the owner subject to the County enforcement provisions of this section, in addition to any other remedies of the County as set forth in the County imposed deed restrictions, mortgage requirements, and/or liens. Notwithstanding the foregoing, a person shall not be eligible for the Affordable Housing Exemption if that person has invoked the land use/zoning preemption or mandatory property tax exemption in the Live Local Act (Section 125.01055(7) or Section 196.1978(3), Florida Statutes).

j. Moderate Income Affordable Housing Partial Exemption. A dwelling unit that is affordable to a family with a median income that is between eighty (80) percent and one hundred and twenty (120) percent of the median income for the Tampa-St. Petersburg-Clearwater standard metropolitan statistical area shall be exempt from seventy-five (75) percent of the applicable fire combat and rescue service impact fee set forth in Section 1302.6.C. (i.e. is required to pay twenty-five (25) percent of such fee). To qualify for the Moderate Income Affordable Housing Partial Exemption, the dwelling unit, or the larger planned development that includes the dwelling unit, or the multiple family building, as applicable, must be designated as affordable by the County Administrator or designee consistent with the foregoing definition and applicable Federal, State, and local income and expense criteria for affordable housing, must be constructed by a registered non-profit, and be sold or leased to a family that satisfies the foregoing income criteria, as determined by the County Administrator or designee. The County shall impose deed restrictions, mortgage requirements, and/or liens that ensure that any dwelling unit or multiple-family building that is awarded the Moderate Income Affordable Housing Partial Exemption remains affordable. The owner of any dwelling unit or multiple family building that was awarded the Moderate Income Affordable Housing Partial Exemption that resells or leases such dwelling unit at a price that is no longer affordable or resells or leases such dwelling unit to a family that does not satisfy the foregoing income criteria, as determined by the County Administrator or designee consistent with the foregoing definition, shall be required to pay to the County the amount of the Moderate Income Affordable Housing Partial Exemption (i.e. seventy-five (75) percent of the applicable fire combat and rescue service impact fee), which shall be calculated based on the fee in place at the time the violation occurs. Failure to pay such amount shall be considered a violation of this section which shall make the owner subject to the County enforcement provisions of this section, in addition to any other remedies of the County as set forth in the County imposed deed restrictions, mortgage requirements, and/or

liens. Notwithstanding the foregoing, a person shall not be eligible for the Moderate Income Affordable Housing Partial Exemption if that person has invoked the land use/zoning preemption or mandatory property tax exemption in the Live Local Act (Section 125.01055(7) or Section 196.1978(3), Florida Statutes).

5. Any new building construction which is determined to be exempt or partially exempt from the payment of fire combat and rescue service impact fees, but which, as a result of a change in circumstances, produces a residential use or nonresidential use not exempt or partially exempt pursuant to this section hereto, shall pay the fire combat and rescue service impact fee imposed by this section according to the impact fee schedule in effect at such time as the change in circumstances occurs.

D. Calculation

1. Upon receipt of a complete application for a Building Permit, the County Administrator or designee shall determine the applicable fire combat and rescue service impact fee in the following manner:

a. Residential uses. Multiply the number of dwelling units created by the new building construction by the appropriate fire combat and rescue service impact fee amount pursuant to the fire combat and rescue service impact fee schedule. If the applicant has received a credit pursuant to this chapter, that credit shall be subtracted from the otherwise applicable fire combat and rescue service impact fee, if such credit applies.

b. Nonresidential uses. Divide the square footage of the gross floor area by 1,000, and multiply the resulting number by the appropriate fire combat and rescue service impact fee amount pursuant to the fire combat and rescue service impact fee schedule. If the applicant has received a credit pursuant to this section, that credit shall be subtracted from the otherwise applicable fire combat and rescue service impact fee, if such credit applies.

2. An applicant may request, at any time, a nonbinding estimate of fire combat and rescue service impact fees due for a particular development; however, such estimate is subject to change when a complete application for a Building Permit for new building construction is made.

E. Credits

1. Any applicant or successor in interest that donates fire combat or rescue service land, facilities, or equipment, or paid a fee for fire combat or rescue service land acquisition, facility construction, or equipment acquisition, may be entitled to a credit, provided: (a) the costs of such fire combat or rescue service land, facilities, or equipment have been included in the fire combat and rescue service impact fee calculation methodology; or (b) the fire combat or rescue service land, facilities, or equipment donated, or fee paid for fire combat or rescue service land acquisition, facility construction, or equipment acquisition, is determined by the County Administrator or designee to be a reasonable substitute for the fire combat and rescue service impact fee due.

2. The value of such credit shall be calculated in the following manner:

   If fire combat or rescue service land, facilities, or equipment were donated, the value of the credit shall be based upon the value of the donated property at the time of conveyance, unless the donating person and County Administrator or designee or the BCC agrees to another valuation date. The amount of the credit for land donations shall be 115 percent of the assessed value of the conveyed land as determined by the County Property Appraiser unless the donating person and the County Administrator or designee or the BCC agrees in a development approval to another credit amount. The amount of the credit for fire combat and rescue service facilities or equipment shall be established in a written agreement between the person donating the fire combat and rescue service facilities, or equipment and the BCC.

3. Requests for credits for donated land, facilities, or equipment shall be submitted to the County Administrator or designee by the applicant. The request for a credit shall be accompanied by relevant documentary evidence establishing the eligibility of the applicant for the credit.

4. Transferability. Fire combat and rescue service impact fee credits are transferable. Transferable credits may be sold, assigned, or conveyed to another person or transferred to another project of the applicant within the County. To transfer credits, the applicant must submit to the County Administrator or designee, a letter signed and notarized by the owner of the credits that specifies the name of the person receiving the transfer of the credits and the amount of the credit being transferred. Regardless of the date of transfer, the transfer of the credit shall not be effective until the transfer letter is received and accepted by the County Administrator or designee.

5. Unused credits shall not be refunded.

F. Payment/Collection

1. The County Administrator or designee shall collect the fire combat and rescue service impact fee prior to the issuance of a CO for the new building construction. Where a CO is not required, the fire

combat and rescue service impact fee shall be paid prior to the final inspection.

2. Notwithstanding the foregoing, nothing in this section shall prevent the County from studying or adopting an alternate method of payment of the fire combat and rescue service impact fee; e.g., payment over time through special assessments.

G. Establishment of Fire Combat and Rescue Service Impact Fee Funds/Appropriation of Funds

1. The County shall establish a fire combat impact fee fund for fire combat and a rescue service impact fee fund for rescue service impact fees. Such funds shall clearly be identified as monies collected as fire combat and rescue service impact fees. All fire combat and rescue service impact fees collected by the County shall be deposited into the fire combat and rescue service impact fee funds. Within each fund, a separate account for land acquisition and facility and equipment development shall be established. All interest or investment income earned shall be available for appropriation or expenditure for fire combat or rescue service land or fire combat and rescue service facilities regardless of the source of the interest, or investment income. The BCC shall establish, and implement necessary accounting controls to ensure that all fire combat and rescue service impact fees are properly deposited, accounted for, and appropriated in accordance with this part, and any other applicable legal requirements.

2. Fire combat and rescue service impact fees shall be appropriated for fire combat and rescue service land or facilities necessitated by new building construction, or for the payment of principal, interest, and other financing costs on contracts, bonds, notes, or other obligations issued by or on behalf of the County to finance such fire combat and rescue service land or facilities.

3. Fire combat and rescue service impact fee monies shall only be expended for land, facilities, and equipment for fire combat and for land, facilities, and equipment for rescue service.

4. The BCC shall use fire combat and rescue service impact fee funds' monies for the following:

a. Planning (with specific BCC approval), design, permitting, and building construction plan costs for the fire combat and rescue service system;

b. Fire combat or rescue service land acquisition costs;

c. Building construction costs, including all furnishings and equipment of fire combat and rescue service facilities and equipment;

d. Vehicles, equipment, apparatus, and supplies for the fire combat and rescue service system;

e. Repayment of monies borrowed from any budgetary fund of the County subsequent to the initial effective date of this section, where such borrowed monies were used to fund growth necessitated capital improvements to fire combat and rescue service facilities as provided herein; and

f. Payment of principal and interest, necessary reserves, and costs of issuance under any bonds or other indebtedness issued by the County to fund growth necessitated improvements to the fire combat and rescue service system subsequent to January 13, 2004.

S/H

JR

R BOARD RECORDS
CHARGE 115-002

17

INTERLOCAL AGREEMENT BETWEEN PASCO COUNTY AND THE CITY OF ZEPHYRHILLS FOR FIRE SUPPRESSION AND FIRST RESPONDER SERVICES

This Interlocal Agreement ("Agreement") is made and entered into by and between Pasco County, Florida by and through its Board of County Commissioners ("County") and the City of Zephyrhills, Florida, a municipal corporation organized and existing under the laws of the State of Florida, by and through its City Council ("City").

Witnesseth

WHEREAS, the City has maintained a high level of professional fire suppression and first responder services for the benefit of the citizenry thereof; and

WHEREAS, the City is desirous of maintaining the high level of professional fire suppression and first responder services in conjunction and harmony with its policies of sound fiscal management going forward; and

WHEREAS, the City is therefore desirous of contracting with the County to assume the City's fire suppression and first responder responsibilities for the benefit of the City's residents; and

WHEREAS, the County has agreed to render to the City a high level of professional fire suppression and first responder services upon the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual terms, conditions, promises, covenants and payments hereinafter set forth, and for other good and value consideration the receipt and adequacy of which is hereby acknowledged, the parties hereto mutually agree as follows:

Section 1. Recitals. The recitals set forth above are incorporated herein by reference and made a part of this Agreement.

Section 2. Services and additional staffing.

(A) Primary Services. The County hereby agrees to provide fire suppression services, which include emergency medical response, rescue operations, mass casualty incident response, arson investigation, major disaster response, and dispatch and communication services, plus all support services required to provide such services including, but not limited to, supervision, training, equipment maintenance, supplies and procurement, collectively referred to herein as "Fire Services" within the boundaries of the City as depicted in Exhibit A, which is attached hereto and made apart hereof by reference, and which area shall be automatically amended in the event of future annexation(s) without the necessity of an amendment to this Agreement.

(B) Additional Services. The County and City will also provide the following additional services:

i. The City shall continue to conduct inspections pursuant to the Florida Fire Prevention Code ("Fire Code") and all applicable Florida Statutes and Administrative Codes. The City shall continue to have the responsibility to enforce the Florida Fire Prevention Code within the boundaries of the City of Zephyrhills. Such enforcement requires inspection of

each new building subject to the Florida Fire Prevention Code and includes periodic inspections of each existing building subject to the Florida Fire Prevention Code. The City agrees to provide the County with final approved As-Built plans for commercial new construction within the boundaries of the City.

ii. Water providers. Without cost to the County, the City shall ensure that the City's water purveyors provide adequate fire flow and hydrants pursuant to all applicable laws, including but not limited to the Florida Fire Code, for fire protection and training purposes within the City. The County agrees to provide the City with a monthly report reflecting the water usage from City hydrants.

iii. Fire Hydrant Inspections. The City shall annually inspect all fire hydrants within the City ensuring proper clearance and that an appropriate hydrant street marker is installed. The City shall install a replacement marker as needed. The fire hydrants will be flow tested and flushed by the City annually.

Section 3. Effective Date and Term. This Interlocal Agreement and any subsequent amendment hereto shall be effective upon signing by both of the parties and recording with the Pasco County Clerk of the Circuit Court as provided by Section 163.01(11), Florida Statutes. The provision of Fire Services shall commence at 8:00 a.m. on September 27, 2020 ("Commencement Date of Services") and end September 30, 2040, unless this Agreement is otherwise extended or terminated as provided for herein. This Agreement shall renew automatically for successive additional periods of twenty (20) years unless either the County or the City provides written notice of termination three hundred and sixty-five (365) days prior to the end of the initial period, or any renewal period.

Section 4. Financial Commitments of the City and County.

(A) The City shall make payment to the County an amount equal to the costs of providing continuing fire services and initial County expenses associated with the implementation of Fire Services pursuant to this Agreement from the Commencement Date of Services through September 30, 2020 ("Initial City Payment"). The Initial City Payment shall be in the amount of $233,759.00 Within thirty (30) days of the Effective Date, the City shall remit the Initial City Payment to the County. The City agrees that by increasing staffing at the City Stations and providing rescue response services from the City Stations, where there currently are no rescue response services, the citizens will receive an additional benefit in excess of the current Fire Services being provided. Provided that the City adopts the Consenting Ordinance, as set forth below, the City shall make payments to the County, without demand on each November 1, beginning November 1, 2020 through November 1, 2026 the County pursuant to the payment schedule set forth below:

November 1, 2020	$1,667,869
November 1, 2021	$1,146,703
November 1, 2022	$739,790
November 1, 2023	$568,564
November 1, 2024	$384,342
November 1, 2025	$176,032

November 1, 2026	$226,457

(B) The City hereby requests and the County hereby agrees, within ninety (90) days of the effective date of this Agreement, to enact an ordinance which will be effective October 1, 2020 to expand the County's Municipal Service Taxing Unit for fire services ("MSTU") to include within its boundaries the boundaries of the City with tax rates which are uniform throughout the County and the City ("Expansion Ordinance"). The City agrees to adopt an ordinance consenting to the City's inclusion in the County's MSTU and to all future millage tax rates made by the County so as to fund the services provided by the County to the City for the term of this Agreement and any additional renewals ("Consenting Ordinance"). The City agrees to hold the necessary meetings and hearings on the Consenting Ordinance, concurrent with the County's meeting and hearings on the Expansion Ordinance, and to adopt the Consenting Ordinance which will be effective October 1, 2020 within twenty-one (21) days of the date the County adopts the Expansion Ordinance. The City agrees that the Consenting Ordinance shall provide that the County shall have the power to amend its MSTU ordinance, including but not limited to, amendments to increase or modify the boundaries of the unit and amendments to provide for assessments or an assessment/ad valorem tax blend. Should the City refuse or otherwise fail to consent to the expansion of the MSTU, the City shall pay the County the amounts set forth below:

November 1, 2020	$2,585,251
November 1, 2021	$3,584,881
November 1, 2022	$3,728,276
November 1, 2023	$3,877,407
November 1, 2024	$4,032,504
November 1, 2025	$4,193,804
November 1, 2026	$4,361,556
November 1, 2027	$4,536,018
November 1, 2028	$4,717,459
November 1, 2029	$4,906,157
November 1, 2030	$5,102,403

(C) After the Commencement Date of Services, the costs associated with providing, maintaining, operating and replacing any and all property (real or personal), vehicles or equipment previously maintained or furnished by the City for Fire Services shall be borne by the County unless otherwise provided herein or by separate written agreement.

(D) In the event the County adopts an ordinance establishing fire and/or rescue service impact fees on new construction, the City agrees that it shall enter into an interlocal agreement with the County within ninety (90) days of adoption of said ordinance by the County requiring the City to adopt, impose, collect, and expend the same fire and/or rescue service fees and adopt the same procedures for imposition, calculation, collection, and expenditure of such fees as set forth in the County's ordinance, that will assist the County in funding capital improvements associated with providing fire service and/or rescue service for new construction.

(E) The City agrees that the County will expend significant financial and manpower resources in order to effectuate the Fire Services by the County, and that the County's agreement to provide the Fire Services is based upon, among other things, a twenty (20) year agreement, the City enacting an ordinance consenting to inclusion of the City in the County's municipal service taxing unit for fire services in accordance with the terms and time limits set forth above, and the City selling the Fire Station Property and transferring all of the Equipment to the County in accordance with this Agreement.

Section 5. Fire Stations.

(A) As used in this section, the term "Fire Station Property" shall mean the real property identified as parcel identification number 02-26-21-0010-01000-0000 and 11-26-21-0010-15300-0200 and improvements situated thereon consisting of those existing fire stations, auxiliary buildings, and appurtenances thereto owned by the City before the Effective Date of this Agreement. Prior to that date the City owned two such Fire Stations, one located at 6907 Dairy Road, Zephyrhills, FL 33542 (Dairy Road Station) and another located at 38410 6th Avenue, Zephyrhills, FL 33542 (6th Avenue Station), collectively "City Stations". On the Commencement Date of Services, Dairy Road Station will be renamed Pasco County Fire Rescue Station 29 and 6th Avenue Station will be renamed Pasco County Fire Rescue Station 25.

(B) Purchase of Real Property. The County shall purchase from the City on the Commencement Date of Services, the Fire Station Property for the assessed values, to be paid in the form of credits against future offset payments, the receipt and sufficiency of which is hereby acknowledged. Such credits have been included in the payment table set forth in Section 4. A. The City shall provide the County access to the Fire Station Property beginning on the Effective Date to provide the County the ability to prepare the buildings for the County to begin Fire Services on the Commencement Date of Services pursuant to this Agreement. The County intends to utilize the Fire Station Property for two operational fire stations, however, if at any time, the County determines it will not utilize a City Station as an operational fire station, the City, for $1.00 and other good and valuable consideration, the receipt of which is hereby acknowledge by the County, shall have the first right of refusal to purchase the real property back from the County at the assessed value of the property at that time.

(C) The County shall be responsible for all maintenance, repairs, and improvements to the Fire Station Property. The County shall be solely responsible for all utilities, and other operational costs associated with such Fire Station Property. The County shall maintain property and casualty insurance for the contents of the Fire Station Property. Fire insurance on the structures on the Fire Station Property shall be maintained by the County. Liability or self-insurance for County activities on the Fire Station Property shall be the responsibility of the County.

(D) Cross Parking Agreement. The City will allow the County to utilize the parking lot at City Hall for County staff stationed at the 6th Avenue Station.

(E) The City shall provide the County with access to the Fire Station Property beginning on the Effective Date to conduct environmental studies and infrastructure upgrades, including but not

limited to installation of cables and conduits, installation of hardware, and repairs and enhancements to facilities and grounds.

i. Upon the Effective Date, and prior to the Services Commencement Date, City shall remove all existing computers, printers, telephones, fax machines, and telephone routers and switches from the City Stations. The City shall also retain use of the phone numbers utilized by the City Fire Rescue Department prior to the Commencement Date of Services.

Section 6. Vehicles Equipment and Apparatus.

(A) On the Commencement Date of Services, the City shall transfer to the County, free and clear of any encumbrances and liens, all right, title, and interest in those vehicles and fire apparatus identified in Exhibit B, which is attached hereto and made a part hereof by reference ("Equipment"), together with all firefighting equipment and apparatus used in connection with the transferred vehicles upon the following terms and conditions:

i. The County agrees to reimburse the City the sum of One million three hundred seventy-eight thousand seven hundred eighty-five dollars ($1,378,785) for all the Equipment, including both fleet and capital assets, (hereinafter referred to as "reimbursement price for equipment"). The reimbursement price shall be prorated as a credit to the City in the amount of two hundred eighty two thousand three hundred ninety four dollars ($282,394) for the third, fourth and fifth year of the Agreement and shall be prorated as a credit to the City in the amount of two hundred sixty five thousand eight hundred one dollars ($265,801) for years 6 and 7 of the Agreement (together, hereinafter referred to as "equipment payment period"). The above noted reimbursement price for equipment is reflected in the amounts shown in section 4. A. and 4. B. set forth above. During the equipment payment period, the City shall lease the Equipment to the County for $1.00 per year. Upon full payment of the reimbursement price for equipment, the County shall own the Equipment.

ii. No more than 30 days after the Effective Date, the City shall deliver to the County an Affidavit of No Liens and Encumbrances as to the Equipment in such a form as is acceptable to the County. The City agrees to indemnify and hold harmless the County and pay any loss, claim, or demand for any liens or encumbrances on said Equipment.

(B) In the event the Agreement is terminated prior to the end of the equipment payment period, the City shall reimburse the County all credits deducted pursuant to the reimbursement price for equipment, less the annual cost charged by the County to replace each vehicle.

(C) The City shall, no later than the Commencement Date of Services, properly dispose of all controlled substances in a manner acceptable to the City's Medical Director. The County shall not take possession of any controlled substances held by the City as of the Commencement Date of Services.

Section 7. Replacement of Vehicles and Equipment. In the event new fire apparatus, vehicles or equipment need to be purchased or existing fire apparatus, vehicles or equipment need to be repaired or replaced during the term of the Agreement, the County shall have the sole responsibility for and discretion

regarding purchasing such fire apparatus, vehicles and equipment or making such repairs. All new fire apparatus, vehicles and equipment purchased by the County shall belong solely to the County.

Section 8. Personnel.

(A) As of the Commencement Date of Services, the County agrees to hire the certified full-time Zephyrhills Firefighters and other identified Zephyrhills Fire Rescue staff in good standing as of the Effective Date who wish to obtain employment with the Pasco County Board of County Commissioners upon the following terms and conditions:

1. Employment with the County is contingent upon satisfactory completion of a background check, and, for certified firefighting personnel, proof of a valid pre or post-employment firefighter medical physical. No additional pre-employment physical will be required by the County. The County shall be responsible for the hiring, training, assignment, discipline and dismissal of all Transferred Employees, as defined herein, under this Agreement.
2. Zephyrhills Fire Rescue Firefighters, who are hired by the County pursuant to the terms of this Agreement ("Transferred Employees") with at least 4 years of employment with Zephyrhills Fire Rescue, as defined herein, shall be placed in the rank that they held with the City (i.e. Captains shall be hired as Captains, Firefighters shall be hired as Firefighters, etc.) upon their hiring.
    i. Lieutenants will be hired by the County at the rank of Captain.
3. Transferred Employees with less than 4 years of employment with Zephyrhills Fire Rescue will be brought in at the rank of Firefighter/EMT or Firefighter/Paramedic, dependent upon current credentials.
    i. All positions brought into the County must meet current Pasco County Fire Rescue credentialing criteria within 24 months of the Commencement Date. Failure to meet these requirements may result in a demotion to an appropriately credentialed position.
    ii. Transferred Employees of promoted rank will utilize a new Time-in-Grade date that will be equivalent to their start date as a Pasco County employee.
    iii. Transferred Employees hired by the City after January 1, 2008 that are currently not state certified paramedics will have four (4) years from the Commencement Date of Services to obtain their paramedic certification and successfully pass an ambulance orientation program resulting in paramedic privileges with Pasco County.
    iv. Transferred firefighting employees with a paramedic certification will be required to successfully pass an ambulance orientation program resulting in paramedic privileges being granted by the County's Medical Director.
4. Transferred Employees with less than one (1) year of employment with Zephyrhills Fire Rescue will be required to complete the remainder of their first year in a probationary status with Pasco County Fire Rescue, as outlined in Article 25.1 of the Collective Bargaining Agreement between the County and Pasco County Professional Firefighters Local 4420, as amended ("CBA").

5. Transferred Employees retiring from service with the County during the term of the CBA, as defined herein, and receiving a retirement benefit from the State of Florida Retirement System may elect to continue the County's group health insurance at his or her own expense. Under those circumstances, the County will pay the single insurance premium for a retiree who has at least 25 years of combined service with Zephyrhills Fire Rescue and Pasco County Fire Rescue in return for the employee paying the amount listed in the table below based on years of combined service with Zephyrhills Fire Rescue and Pasco County Fire Rescue. The county paid health insurance benefit is continued only up to the age at which the retiree becomes Medicare Eligible.

   Pursuant to the CBA, the County reserves the right to charge retirees an additional premium, not to exceed the additional amount charged to active bargaining unit members per month, for the most expensive single health insurance plan that the County offers.

   Retiree Insurance Rates

Completed Years of Service (within 30 days)	Retiree Premium
30 Plus	$150.00/month
29	$160.00/month
28	$170.00/month
27	$180.00/month
26	$190.00/month
25	$200.00/month

6. The City shall maintain health insurance for each employee pursuant to his/her elected plan as of the Commencement Date of Services, for a period of 60 days after the Commencement Date of Services or the date of hire assigned by the County for each Transferred Employee.
7. The County shall provide workers compensation benefits as specified in Chapter 440, Florida Statutes, for those Transferred Employees beginning on the Commencement Date of Services of this Agreement. The County shall not provide Worker's Compensation benefits and shall not assume responsibility for any open or ongoing Worker's Compensation claims as of the Commencement Date of Services, or claims incurred as of the Commencement Date of Services, but not reported.
8. The County does not assume any obligations outlined in the current collective bargaining agreement between the City and Zephyrhills Professional Firefighters Local 3884 ("Local 3884") nor shall the County be considered a "successor" under Chapter 447, Part II, Florida Statutes. The City represents that it will be entering into a written agreement with Local 3884 to disclaim representation of the Transferred Employees and to terminate the current collective bargaining agreement and relationship between the City and Local 3884

effective on the Commencement Date of Services of this Agreement. The City agrees to provide the County a copy of said agreement. Further, the City agrees to, subject to the limitations contained in Section 768.28 of the Florida Statutes, as amended, to unconditionally defend, indemnify, and hold harmless the County against any loss, liability, damage, expense or claims arising from, resulting from, or in any way relating to the collective bargaining agreement between the City and Local 3884 or the termination thereof. Nothing contained herein shall constitute or be construed as a waiver of sovereign immunity with respect to claims, demands, or suits brought by third parties or otherwise.

(B) Pay and Benefits. The base wage of Transferred Employees shall be determined by the Pasco County pay plan (CBA Article 49). The pay plan takes into consideration an individual's current seniority date with Zephyrhills Fire Rescue, applicable promotional dates, and duties performed by each individual. The Transferred Employee must meet the current Pasco County Fire Rescue credentialing criteria within 24 months of the Commencement Date as set forth above. In the event the Transferred Employee does not meet the credentialing criteria, the Transferred Employee shall be reclassified and paid pursuant to the applicable step in the Pasco County pay plan (CBA Article 49). Each Zephyrhills Fire employee will receive an action form and if applicable, condition of employment form prior to the Effective Date of this Agreement. No employee shall experience a decrease in pay as a result of their transfer to Pasco County Fire Rescue. Provided that each Zephyrhills Fire employee accepts the action form and conditions of employment (if applicable), said employees shall be hired effective on the Commencement Date of Services.

(C) Seniority. Transferred Employees' seniority date shall be the hire date assigned by Pasco County. All applicable Transferred Employees will be eligible to compete for future promotional opportunities within Pasco County Fire Rescue pursuant to the administrative policies and procedures pertaining to such. Any Transferred Employee's length of employment with Zephyrhills Fire Rescue will be counted towards length of service for purposes of qualifying for promotions within the County, however any time-in-grade required for a promotion must be time served with Pasco County Fire Rescue.

(D) Promotional Test Points. For the purposes of Promotional Test Points , Transferred Employees shall be credited with .25 points for each year of service they have with Zephyrhills Fire Rescue as of the Commencement Date of Services (e.g. 4 years of service with Zephyrhills Fire Rescue is equal to 1 year of service with Pasco County). Transferred Employees will receive a maximum of 5 Promotional Test Points.

(E) PTO Accrual. For the purposes of PTO accrual Transferred Employees shall be credited with 1 year for each year of service they have with Zephyrhills Fire Rescue as of the Commencement Date of Services.

(F) Vacation and Sick Leave. The County agrees that each Transferred Employee's annual and sick leave, up to 120 hours, may be transferred to the County, pursuant to the Transferred Employee's written authorization. The City shall pay to the County an amount equal to the value of the transferred annual and medical leave based on the County's hourly rate for each Transferred Employee's County rank and grade.

(G) Station Assignments in the County for Transferred Employees. All Transferred Employees shall have the option to remain assigned to his/her assigned station as of the Effective Date for a period of six (6) months from the Commencement Date of Services ("Assignment Period"). After the Assignment Period has expired, the station assignments shall be subject to change based on the County's staffing needs and seniority bids for station assignments. Transferred Employees shall be junior to all current Pasco County Fire Rescue personnel for the purposes of station bid assignments during the Assignment Period. Upon termination of the Assignment Period, the Transferred Employees shall be credited with seniority as described in paragraph 8 C above.

Section 9. Retirement Plan Liability. The City will retain all liability for any payments due to the Florida Retirement System as of the Commencement date of Services for all Transferred Employees.

Section 10. General Liability for Conduct of City Employees. The City shall remain solely responsible for any and all claims and litigation alleging negligence or wrongdoing by the City or any City Fire Rescue employee due to the conduct of any City Fire Rescue employee, or others within the City, occurring before the Commencement Date of Services. The City will defend, indemnify, and save harmless the County, including all of its boards, agencies, departments, officers, employees, agents, and volunteers against any and all claims, demands, lawsuits, liability, judgments, debts, loss, damages, and expenses (including, but not limited to, costs and legal fees) including, but not limited to those arising from injuries or death of persons, and for damages to property, arising directly or indirectly out of any City Fire Rescue employee's actions or inaction occurring prior to the Commence Date of Services.

Section 11. Environmental Liability. The City agrees to defend and indemnify the County against, and to hold the County harmless from, any loss, damages, claims, expenses, or liabilities (including, but not limited to, costs and attorney's fees) resulting from any mitigation, repair, removal of, or allegations of release of hazardous materials or petroleum products from any underground or above ground storage tanks; hazardous construction materials; or any other contaminates on any properties deeded or leased to the County by the City. The City acknowledges that the Florida Department of Environmental Protection has identified contaminants in the ground that may require remediation. The City agrees to remediate all issues related to such matter at its sole cost and expense if such remediation is ordered by the Department of Environmental Protection.

Section 12. Worker's Compensation. City agrees that they will remain fully responsible for any and all workers' compensation injuries that occur prior to the date the employment relationship is transferred to Pasco County. This shall include, but is not limited to, any claims filed after the Commencement Date of Services if the injury in question occurred prior to the Commencement Date of Services. This obligation shall continue in perpetuity. City agrees to maintain any required insurance premiums, service fees, third party administrator fees, excess insurance coverage (if any) in order to be sure all dates of injury prior to the date the employment with the City is terminated is fully funded and not the responsibility of the County. It is further agreed that the City shall defend, reimburse, indemnity, and hold harmless the County for any dates of injury occurring during all employees' employment with the City.

Section 13. KnoxBoxes®. Currently all KnoxBoxes® within the City are keyed specifically for City access. The County agrees to pay for the cost of rekeying the KnoxBoxes® within the City to enable County personnel access to the facilities in the event of an emergency. The County will conduct a review of all KnoxBoxes® known to the City.

Section 14. Records Retention. The City shall maintain all records pursuant to the City's retention schedule, in accordance with state and federal laws, and any litigation holds in effect as of the Effective Date. City staff will maintain and provide the County access to the City's fire prevention records for a minimum of two (2) years or for such other minimum retention period(s) as may otherwise be applicable to the public records involved. Such records include but are not limited to fire code permits, construction permits, special use permits, code enforcement complaints, and inspection records. All costs associated with maintaining the current database shall be the responsibility of the City.

Section 15. Indemnification.

(A) Except as otherwise specifically provided in the Agreement, neither party shall be liable for the negligent or wrongful acts of the other party in the performance of this Agreement. Nothing in this Section is intended to serve as a waiver of each of the Parties' respective sovereign immunity.

(B) Subject to section 768.28, Florida Statutes, the City agrees to indemnify, defend, and hold harmless the County and its elected and appointed officials, officers, agents, and employees from any and all claims, demands, lawsuits, liability, judgments, debts, loss, damages and expenses (including, but not limited to, costs and legal fees), arising from or connected with claims and lawsuits by third parties arising from the negligent or wrongful acts of the City, in whole or in part, in performance of this Agreement.

(C) Subject to section 768.28, Florida Statutes, the County agrees to indemnify, defend, and hold harmless the City and its elected and appointed officials, officers, agents, and employees from any and all claims, demands, lawsuits, liability, judgments, debts, loss, damages and expenses (including, but not limited to, costs and legal fees), arising from or connected with claims and lawsuits by third parties arising from the negligent or wrongful acts of the County, in whole or in part, in performance of this Agreement.

Section 16. Default.

(A) *Notice of Default; Cure Period.* In the event a party to this Agreement fails to perform pursuant to the terms and conditions of this Agreement, the party to which an obligation to perform is owed shall provide the non-performing party written notice of said non-performance, upon receipt of which notice the non-performing party will have thirty (30) days to cure such default or otherwise comply with any request for performance. If non-performance continues beyond such thirty (30)-day period, the complaining party may pursue any and all available legal remedies.

(B) *Failure to Give Notice of Default.* A party's failure to give, or delay in giving, any notice of default shall not by itself constitute a waiver of the non-performing party's obligations, requirements or covenants under this Agreement. Any failure or delay by one party to assert any rights and remedies as to the non-performance of the other party shall not operate as a waiver of any default by the other party nor any rights and remedies available to that party.

Section 17. City Debt. The County will not be responsible or make any payments to the City for fire and/or dispatch services owed to the City by any other entity, agency, or individual rendered prior to the Commencement Date of Service.

Section 18. Notices. Any notice, demand, request, or other instrument which may be or is required to be given or delivered under this License shall be deemed to be delivered (i) whether or not actually received, five (5) days after deposited in the United States mail, postage prepaid, certified or registered mail, return receipt requested, or (ii) when received (or when receipt is refused) if delivered personally or sent by a nationally-recognized overnight courier, all charges prepaid, at the addresses of City and Licensee as set forth in this paragraph. Such address may be changed by written notice to the other party in accordance with this paragraph.

County:

Pasco County
Attn: Fire Chief
4111 Land O' Lakes Blvd.
Suite 208
Land O' Lakes, FL34639

City:

Zephyrhills
Attn: City Manager
5335 8th Street
Zephyrhills, FL 33542

Section 19. Third Parties. The parties hereto do not intend, nor shall this Agreement be construed to grant any rights, privileges, or interest to any third party.

Section 20. Entire Agreement. This Agreement, including attachments hereto, if any, constitutes the entire agreement between the City and the County. No change will be valid, unless made by supplemental written agreement, executed and approved by the parties.

Section 21. Headings. The section headings are inserted herein for convenience and reference only, and in no way define, limit or otherwise describe the scope or intent of any provisions hereof.

Section 22. Severability. Should any section or any part of any section of this Agreement be rendered void, invalid, or unenforceable by any court of law, for any reason, such determination shall not render void, invalid, or unenforceable any other section or any part of any section in this Agreement.

Section 23. No Construction against preparer. This Agreement has been prepared by the County and reviewed by the City and its professional advisors. The County, City and City's professional advisors believe that this Agreement expresses their agreement and that it should not be interpreted in favor of either the County or City or against the County or City merely because of their efforts in preparing it.

Section 24. Governing Law. The validity and interpretation of this Agreement shall be governed by the laws of the State of Florida, and venue shall be in the Sixth Judicial Circuit in Pasco County, Florida, Westside. Venue for federal court actions shall be in the Middle District of Florida, Tampa Division. Each party waives any defense of improper or inconvenient venue as to either court and consents to personal jurisdiction in either court.

Section 25. Amendment. No amendment, modification or alteration of the terms hereof shall be binding unless the same be in writing, dated concurrent or subsequent to the date hereof and duly executed by the parties hereto.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by their duly authorized representatives.

[*signature page follows*]

(SEAL)

COUNTY COMMISSIONERS ORGANIZED ATTEST: JUNE 2nd 1887 PASCO COUNTY FLORIDA

PASCO COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____

NIKKI ALVAREZ-SOWLES, ESQ.

CLERK & COMPTROLLER

By: _____ for

MIKE MOORE, CHAIRMAN

APPROVED
IN SESSION

MAY 05 2020

PASCO COUNTY
BCC

(SEAL)

CITY OF ZEPHYRHILLS PASCO COUNTY FLORIDA ATTEST:

CITY OF ZEPHYRHILLS

By: _____

LORI L. HILLMAN, CITY CLERK

By: _____

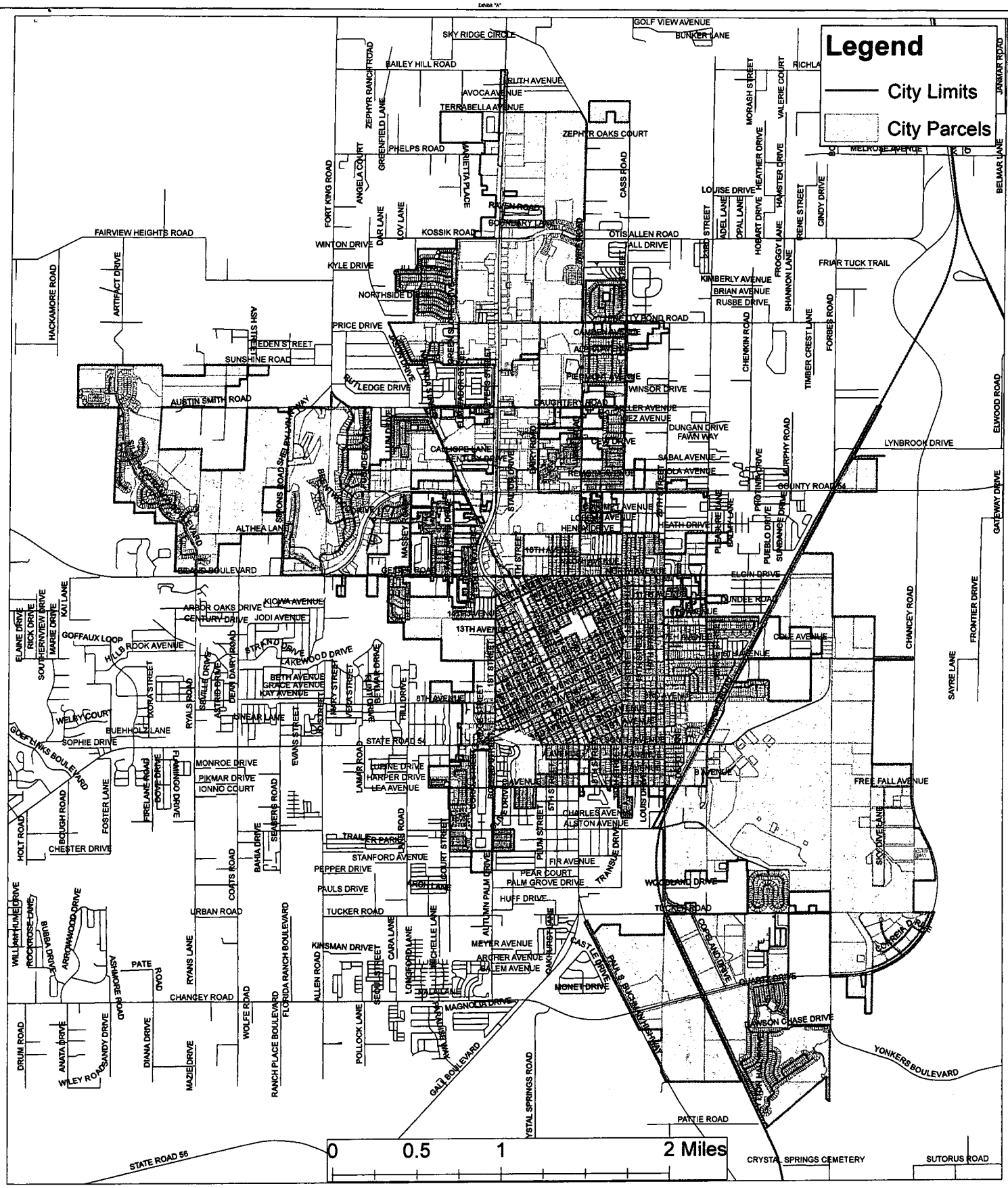
KENNETH M. BURGESS, JR.

COUNCIL PRESIDENT

APPROVED AS TO FORM AND LEGAL CONTENT
FOR RELIANCE ON THE CITY OF ZEPHYRHILLS ONLY

_____

MATTHEW E. MAGGARD, ESQ.
CITY ATTORNEY



City of Zephyrhills Boundary

March 2020

NOTE: For Planning Purposes Only

N

Source: Pasco County GIS, Property Appr.
Prepared 3/26/20 by K. Defranc

Document Path: K:\(ZH) PLANNING DEPT_GIS\2020\ArcMap\New Boundary Map_Created March 2020.mxd

Exhibit "B" Vehicles, Fire Apparatuses, and Capital Assets

Logistics- Fleet Assessment

Year	Description	Vehicle Identification Number (VIN)
2018	Pierce Saber	4P1BAAFF7JB018922
2006	E-One Typhoon	4ENRAAA8161001918
2004	E-One Typhoon	4ENRAAA8541008366
2020	Pierce Saber	4P1BAAFF4LB020873
2007	Pierce Velocity - 75' Ladder Truck	4P1CV01A57A007527
2015	Ford F-550 Mini Pumper Rescue Body	1FDOX5HY7FEC17748
2008	Ford F-250	1FTSW20R28EA46610
2019	Dodge Durango	1C4SDHFT6KC626151
2017	Dodge Durango	1C4RDJFG1HC723274
2018	Ford Transit Passenger Van	1FBZX2ZM8JKB[redacted]
2015	Polaris 6x6 Ranger & Trailer	4XARAA76FT1[redacted]
2014	Cadet Trailer (Diamond Cargo and Equip.)	53NBE1620E1024541

ASSET	DESCRIPTION	TAG #	SERIAL/PARCEL	COMMODITY DESC
1537	AIR CONDITIONER 4TON	1537	J19886048	AIR CONDITIONER 4TON
1555	SHED, ALUM UTILITY 12'X14'	1555		SHED, ALUM UTILITY 12'X14'
1557	BLDG-FIRE STATION REMODELING FY 95/96	1557		BLDG-FIRE STATION REMODELING FY 95/96
1569	BLDG-FIRE STATION-DAIRY RD SURVEY FY 97/	1569		BLDG-FIRE STATION-DAIRY RD SURVEY FY 97/
1577	BLDG-FIRE STATION - DAIRY ROAD FY 99/00	1577		BLDG-FIRE STATION - DAIRY ROAD FY 99/00
1581	GENERATOR, KOHLER	1581	0646275	GENERATOR, KOHLER
2167	EXTRACTOR, CONTINENTAL WASHER	2167	L10305R211010	EXTRACTOR, CONTINENTAL WASHER
2499	BLDG-FIRE STN 1-FLOOR TILE	2499		BLDG-FIRE STN 1-FLOOR TILE
2543	WEIGHT TRAINING EQUIPMENT	2543		WEIGHT TRAINING EQUIPMENT
2609	SW-CAD INTERFACE	2609		SW-CAD INTERFACE
2611	SIGN STATION #1 '05	2611		SIGN STATION #1 '05
2615	REMODELING STATION #2 FY 04-05	2615		REMODELING STATION #2 FY 04-05
2834	RESCUE RANDY	2834		RESCUE RANDY
3005	Light Tower, Multiquip LT12D	3005	4GNLT09118B907359	Light Tower, Multiquip LT12D
3063	Fire Extinguisher Trainer	3063		Fire Extinguisher Trainer
3277	BUNKER GEAR 2014	3277		BUNKER GEAR 2014
3276	Manual monitor/defibrillator	3276		Manual monitor/defibrillator
3275	MED-Zoll rechargeable battery system	3275		MED-Zoll rechargeable battery system
3274	high elevation monitor	3274		high elevation monitor
3273	treadmill	3273		treadmill
3272	ice machine	3272		ice machine
3354	BLDG-Station #1 Carpet, Painting-AZIZ	3354		BLDG-Station #1 Carpet, Painting-AZIZ
3449	Turn Out Dryer	3449		Turn Out Dryer
3450	Mobile Bottle Carts	3450		Mobile Bottle Carts
3453	3 Turn-Out Gear Lockers	3453		3 Turn-Out Gear Lockers
3446	Electrical Upgrade Sta 1	3446		Electrical Upgrade Sta 1
3440	Automatic Transfer Switch Sta 1	3440		Automatic Transfer Switch Sta 1
3568	BLDG-Roofing - Fire Stn 1	3568		BLDG-Roofing - Fire Stn 1
3638	Hurricane Shutters	3638		Hurricane Shutters
3677	AIR CONDITIONS - 3	3677		AIR CONDITIONS - 3
3678	ZOLL MONITOR	3678		ZOLL MONITOR
3679	ZOLL MONITOR	3679		ZOLL MONITOR
3680	800 EMERGENCY RADIO	3680		800 EMERGENCY RADIO
3681	800 EMERGENCY RADIO	3681		800 EMERGENCY RADIO
3682	800 EMERGENCY RADIO	3682		800 EMERGENCY RADIO
3683	800 EMERGENCY RADIO	3683		800 EMERGENCY RADIO
3684	800 EMERGENCY RADIO	3684		800 EMERGENCY RADIO

ASSET	DESCRIPTION	TAG #	SERIAL/PARCEL	COMMODITY DESC
1497	LAND & BUILDING	1497		LAND & BUILDING
1517	BLDG-RENOVATIONS	1517		BLDG-RENOVATIONS
1520	BLDG-FIRE STATION ADDITION-FR BGM 10/1/8	1520		BLDG-FIRE STATION ADDITION-FR BGM 10/1/8
1521	BLDG-FIRE STATION REMODELING-FR BGM 9/30	1521		BLDG-FIRE STATION REMODELING-FR BGM 9/30
1525	BLDG-STATION RENOVATIONS #2	1525		BLDG-STATION RENOVATIONS #2
1527	BLDG-STATION RENOVATION '94	1527		BLDG-STATION RENOVATION '94
1541	BLDG-STATION RENOVATION #2	1541		BLDG-STATION RENOVATION #2
1556	BLDG-STATION #2 PAINTING	1556		BLDG-STATION #2 PAINTING
1563	AIR CONDITIONER UPGRADE #2	1563		AIR CONDITIONER UPGRADE #2
1566	BLDG-DISPATCH REMODELING FY 97/98	1566		BLDG-DISPATCH REMODELING FY 97/98
1909	SHED ALUM 10X14 STA 2	1909		SHED ALUM 10X14 STA 2
2500	BLDG-RE-ROOFING	2500		BLDG-RE-ROOFING
2586	GARAGE DOOR OPENERS STA2	2586		GARAGE DOOR OPENERS STA2
2612	EXHAUST HOOD STA #2	2612		EXHAUST HOOD STA #2
2614	CABINET, KITCHEN	2614		CABINET, KITCHEN
2616	CARPETING STATION 2 FY04-05	2616		CARPETING STATION 2 FY04-05
2878	AIR CONDITIONER 4 Ton York	2878	WOE7786178	AIR CONDITIONER 4 Ton York
2879	Air Conditioner 5 Ton York	2879	WOH6824353	Air Conditioner 5 Ton York
2988	BLDG-STATION 2 RENOVATIONS (FY 08/09)	2988		BLDG-STATION 2 RENOVATIONS (FY 08/09)
3066	BLDG-Fire Station #2 Improvements	3066		BLDG-Fire Station #2 Improvements
3103	Air Conditioner UNIT AMANA	3103		Air Conditioner UNIT AMANA
3171	BLDG-Fire Station 2 Renovation	3171		BLDG-Fire Station 2 Renovation
3225	BLDG-Fire Station Rennovation '13	3225		BLDG-Fire Station Rennovation '13
3270	BLDG-Fire station rennovation '14	3270		BLDG-Fire station rennovation '14
3348	BLDG-Station #2 Renovations	3348		BLDG-Station #2 Renovations
3349	BLDG-Station #2 Renovations	3349		BLDG-Station #2 Renovations
3350	BLDG-Station #2 Renov-Reconstr Well Gene	3350		BLDG-Station #2 Renov-Reconstr Well Gene
3353	Public Saftey Repeater Project	3353		Public Saftey Repeater Project
3356	Flagpole Station #2	3356		Flagpole Station #2
3346	Garage Door, 12' x 14" Ryanor	3346		Garage Door, 12' x 14" Ryanor
3347	Garage Door, 12' x 14" Ryanor	3347		Garage Door, 12' x 14" Ryanor
3351	BLDG-Station #2 Bathrooms & Builtins	3351		BLDG-Station #2 Bathrooms & Builtins
3352	BLDG-Station #2 Gutters	3352		BLDG-Station #2 Gutters
3457	Treadmill Sta 2	3457		Treadmill Sta 2
3456	Recliners & Bookcases Sta 1&2	3456		Recliners & Bookcases Sta 1&2
3445	BLDG-Bunkrooms Sta 2	3445		BLDG-Bunkrooms Sta 2
3520	BLDG-STN 2 RENO FY 16-2017	3520		BLDG-STN 2 RENO FY 16-2017
3676	KITCHEN REMODEL PROJECT	3676		KITCHEN REMODEL PROJECT
3685	800 EMERGENCY RADIO	3685		800 EMERGENCY RADIO
3686	800 EMERGENCY RADIO	3686		800 EMERGENCY RADIO
3687	800 EMERGENCY RADIO	3687		800 EMERGENCY RADIO
3688	800 EMERGENCY RADIO	3688		800 EMERGENCY RADIO
3689	800 EMERGENCY RADIO	3689		800 EMERGENCY RADIO
3715	ZOLL MONITOR	3715		ZOLL MONITOR
3716	ZOLL MONITOR	3716		ZOLL MONITOR

City Council Meeting
December 8, 2025

Action Item

BUSINESS ITEMS 3.3

Approval of Agreement **37-25-15** to Reeves Young - CMAR for Zephyr Park

Issue:

Request Council approval of Reeves Young, LLC., for Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a fee with a Guaranteed Maximum Price.

Background:

The City of Zephyrhills advertised, via public RFQ, for a CMAR for the Zephyr Park Rehabilitation project. A total of seven (7) responses were received, and the evaluation committee ranked Reeves Young, LLC., the top firm.

Attached for consideration is the AIA Agreement with Reeves Young, LLC., for a guaranteed price for construction of Zephyr Park. The contract is a standard AIA agreement that provides for maximum price, pre-construction services, project schedule, cost estimates, subcontractors and suppliers, procurement, construction services, City's responsibilities, contractor's responsibilities, compensation for reconstruction services, compensation for construction services, dispute resolution, and termination.

Attachment(s):

1. A133-2019 - Final - 002(1)(38588293.1)
2. A201-2017 - Final - 001(1)(38588296.1)
3. Construction_Management_Services_-_Zephyr_Park_Rehabilitation(38574771.1)
4. 07 - 2025-011 - Reeves Young - Proposal(38574694.1)

Fiscal Impact:

Funding for Zephyr Park is budgeted in the current FY 2025/2026 Annual Budget.

Staff Recommendation:

Based on the review by the Evaluation Committee, staff recommends Council approve the award of contract to Reeves Young, LLC., for Construction Management for Zephyr Park.

AIA® Document A133® – 2019

Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

AGREEMENT made as of the Eighth day of December in the year Two Thousand Twenty-Five
(In words, indicate day, month, and year.)

BETWEEN the Owner:
(Name, legal status, address, and other information)

City of Zephyrhills, a Florida municipal corporation
5335 8th Street
Zephyrhills, FL 33542
Telephone Number: (813) 780-0000

and the Construction Manager:
(Name, legal status, address, and other information)

Reeves Young, LLC, a Georgia limited liability company
45 Peachtree Industrial Blvd. N.W.
Suite 200
Sugar Hill, GA 30518
Telephone Number: (404) 391-5482

for the following Project:
(Name, location, and detailed description)

Zephyr Park Rehabilitation
Zephyr Park - City of Zephyrhills, Florida

The Architect:
(Name, legal status, address, and other information)

Kimley-Horn & Associates

The Owner and Construction Manager agree as follows.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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4 OWNER'S RESPONSIBILITIES

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6 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

7 COST OF THE WORK FOR CONSTRUCTION PHASE

8 DISCOUNTS, REBATES, AND REFUNDS

9 SUBCONTRACTS AND OTHER AGREEMENTS

10 ACCOUNTING RECORDS

11 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

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15 SCOPE OF THE AGREEMENT

EXHIBIT A GUARANTEED MAXIMUM PRICE AMENDMENT
EXHIBIT B INSURANCE AND BONDS

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.
(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project, as described in Section 4.1.1:
(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

Construction Management Services
- Zephyr Park Rehabilitation

§ 1.1.2 The Project's physical characteristics:
(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

· Restrooms.· Splash pad.· Multiple playground areas.· Nature trail system.· Stage.· Pavilions.· Landscape.· Hardscape.· Public art, and· Additional recreational opportunities, as designed. And all other items listed in City of Zephyrhills Solicitation of Request for Proposals 2025-011.

§ 1.1.3 The Owner's budget for the Guaranteed Maximum Price, as defined in Article 6:

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(Provide total and, if known, a line item breakdown.)

$16,000,000.00.

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

To be determined by agreement of the parties by entry of subsequent addendum to agreement.

.2 Construction commencement date:

TBD

.3 Substantial Completion date or dates:

Unknown at time of execution.

.4 Other milestone dates:

Unknown at time of execution.

§ 1.1.5 The Owner's requirements for accelerated or fast-track scheduling, or phased construction, are set forth below:
(Identify any requirements for fast-track scheduling or phased construction.)

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

See, City of Zephyrhills Solicitation of Request for Proposals 2025-011.

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Construction Manager shall complete and incorporate AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E234–2019 is incorporated into this agreement, the Owner and Construction Manager shall incorporate the completed E234–2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 Other Project information:
(Identify special characteristics or needs of the Project not provided elsewhere.)

See, City of Zephyrhills Solicitation of Request for Proposals 2025-011.

§ 1.1.8 The Owner identifies the following representative in accordance with Section 4.2:
(List name, address, and other contact information.)

William C. Poe, Jr.
City Manager
5335 8th Street
Zephyrhills, FL 33542
Telephone Number: (813) 780-0000 Ext. 3501

Email Address: WPoe@zephyrhills.gov

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§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Construction Manager's submittals to the Owner are as follows:
(List name, address and other contact information.)

To be determined.

§ 1.1.10 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

.2 Civil Engineer:

Kimley-Horn & Associates

.3 Other, if any:
(List any other consultants retained by the Owner, such as a Project or Program Manager.)

See, City of Zephyrhills Solicitation of Request for Proposals 2025-011.

§ 1.1.11 The Architect's representative:
(List name, address, and other contact information.)

§ 1.1.12 The Construction Manager identifies the following representative in accordance with Article 3:
(List name, address, and other contact information.)

Mike Iezzi
45 Peachtree Industrial Blvd. N.W.
Suite 200
Sugar Hill, GA 30518
Telephone Number: (404) 391-5482

Email Address: miezzi@reevesyoung.com

§ 1.1.13 The Owner's requirements for the Construction Manager's staffing plan for Preconstruction Services, as required under Section 3.1.9:
(List any Owner-specific requirements to be included in the staffing plan.)

See, City of Zephyrhills Solicitation of Request for Proposals 2025-011.

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§ 1.1.14 The Owner's requirements for subcontractor procurement for the performance of the Work:
(List any Owner-specific requirements for subcontractor procurement.)

See, City of Zephyrhills Solicitation of Request for Proposals 2025-011.

§ 1.1.15 Other Initial Information on which this Agreement is based:

See, City of Zephyrhills Solicitation of Request for Proposals 2025-011.

§ 1.2 The Owner and Construction Manager may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Construction Manager shall appropriately adjust the Project schedule, the Construction Manager's services, and the Construction Manager's compensation. The Owner shall adjust the Owner's budget for the Guaranteed Maximum Price and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 Neither the Owner's nor the Construction Manager's representative shall be changed without ten days' prior notice to the other party.

ARTICLE 2 GENERAL PROVISIONS

§ 2.1 The Contract Documents

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 3.2.3 and identified in the Guaranteed Maximum Price Amendment and revisions prepared by the Architect and furnished by the Owner as described in Section 3.2.8. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern. An enumeration of the Contract Documents, other than a Modification, appears in Article 15.

§ 2.2 Relationship of the Parties

The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Construction Manager's skill and judgment in furthering the interests of the Owner to furnish efficient construction administration, management services, and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish or approve, in a timely manner, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents.

§ 2.3 General Conditions

§ 2.3.1 For the Preconstruction Phase, AIA Document A201™–2017, General Conditions of the Contract for Construction, shall apply as follows: Section 1.5, Ownership and Use of Documents; Section 1.7, Digital Data Use and Transmission; Section 1.8, Building Information Model Use and Reliance; Section 2.2.4, Confidential Information; Section 3.12.10, Professional Services; Section 10.3, Hazardous Materials; Section 13.1, Governing Law. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.

§ 2.3.2 For the Construction Phase, the general conditions of the contract shall be as set forth in A201–2017, which document is incorporated herein by reference. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.

ARTICLE 3 CONSTRUCTION MANAGER'S RESPONSIBILITIES

The Construction Manager's Preconstruction Phase responsibilities are set forth in Sections 3.1 and 3.2, and in the applicable provisions of A201-2017 referenced in Section 2.3.1. The Construction Manager's Construction Phase

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responsibilities are set forth in Section 3.3. The Owner and Construction Manager may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

§ 3.1 Preconstruction Phase

§ 3.1.1 Extent of Responsibility

The Construction Manager shall exercise reasonable care in performing its Preconstruction Services. The Owner and Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of services and information furnished by the Construction Manager. The Construction Manager, however, does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price. The Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Architect may require.

§ 3.1.2 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

§ 3.1.3 Consultation

§ 3.1.3.1 The Construction Manager shall schedule and conduct meetings with the Architect and Owner to discuss such matters as procedures, progress, coordination, and scheduling of the Work.

§ 3.1.3.2 The Construction Manager shall advise the Owner and Architect on proposed site use and improvements, selection of materials, building systems, and equipment. The Construction Manager shall also provide recommendations to the Owner and Architect, consistent with the Project requirements, on constructability; availability of materials and labor; time requirements for procurement, installation and construction; prefabrication; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions. The Construction Manager shall consult with the Architect regarding professional services to be provided by the Construction Manager during the Construction Phase.

§ 3.1.3.3 The Construction Manager shall assist the Owner and Architect in establishing written protocols for the development, use, transmission, reliance, and exchange of digital data, including building information models for the Project.

§ 3.1.4 Project Schedule

When Project requirements in Section 4.1.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update a Project schedule for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities; and identify items that affect the Project's timely completion. The updated Project schedule shall include the following: submission of the Guaranteed Maximum Price proposal; components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered in advance of construction; and the occupancy requirements of the Owner.

§ 3.1.5 Phased Construction

The Construction Manager, in consultation with the Architect, shall provide recommendations with regard to accelerated or fast-track scheduling, procurement, and sequencing for phased construction. The Construction Manager shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities, and procurement and construction scheduling issues.

§ 3.1.6 Cost Estimates

§ 3.1.6.1 Based on the preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare, for the Architect's review and the Owner's approval, preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume, or similar conceptual estimating techniques. If the

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Architect or Construction Manager suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems.

§ 3.1.6.2 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, an estimate of the Cost of the Work with increasing detail and refinement. The Construction Manager shall include in the estimate those costs to allow for the further development of the design, price escalation, and market conditions, until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. The estimate shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect in the event that the estimate of the Cost of the Work exceeds the latest approved Project budget, and make recommendations for corrective action.

§ 3.1.6.3 If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Construction Manager and the Architect shall work together to reconcile the cost estimates.

§ 3.1.7 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall consult with the Owner and Architect and make recommendations regarding constructability and schedules, for the Architect's review and the Owner's approval.

§ 3.1.8 The Construction Manager shall provide recommendations and information to the Owner and Architect regarding equipment, materials, services, and temporary Project facilities.

§ 3.1.9 The Construction Manager shall provide a staffing plan for Preconstruction Phase services for the Owner's review and approval.

§ 3.1.10 If the Owner identified a Sustainable Objective in Article 1, the Construction Manager shall fulfill its Preconstruction Phase responsibilities as required in AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

§ 3.1.11 Subcontractors and Suppliers

§ 3.1.11.1 If the Owner has provided requirements for subcontractor procurement in section 1.1.14, the Construction Manager shall provide a subcontracting plan, addressing the Owner's requirements, for the Owner's review and approval.

§ 3.1.11.2 The Construction Manager shall develop bidders' interest in the Project.

§ 3.1.11.3 The processes described in Article 9 shall apply if bid packages will be issued during the Preconstruction Phase.

§ 3.1.12 Procurement

The Construction Manager shall prepare, for the Architect's review and the Owner's acceptance, a procurement schedule for items that must be ordered in advance of construction. The Construction Manager shall expedite and coordinate the ordering and delivery of materials that must be ordered in advance of construction. If the Owner agrees to procure any items prior to the establishment of the Guaranteed Maximum Price, the Owner shall procure the items on terms and conditions acceptable to the Construction Manager. Upon the establishment of the Guaranteed Maximum Price, the Owner shall assign all contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them.

§ 3.1.13 Compliance with Laws

The Construction Manager shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi-governmental authorities.

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§ 3.1.14 Other Preconstruction Services

Insert a description of any other Preconstruction Phase services to be provided by the Construction Manager, or reference an exhibit attached to this document

(Describe any other Preconstruction Phase services, such as providing cash flow projections, development of a project information management system, early selection or procurement of subcontractors, etc.)

See, City of Zephyrhills Solicitation of Request for Proposals 2025-011.

§ 3.2 Guaranteed Maximum Price Proposal

§ 3.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner's and Architect's review, and the Owner's acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager's estimate of the Cost of the Work, the Construction Manager's contingency described in Section 3.2.4, and the Construction Manager's Fee described in Section 6.1.2.

§ 3.2.2 To the extent that the Contract Documents are anticipated to require further development, the Guaranteed Maximum Price includes the costs attributable to such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes, or equipment, all of which, if required, shall be incorporated by Change Order.

§ 3.2.3 The Construction Manager shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include the following:

.1 A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract;

.2 A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal, including assumptions under Section 3.2.2;

.3 A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories or systems, including allowances; the Construction Manager's contingency set forth in Section 3.2.4; and the Construction Manager's Fee;

.4 The anticipated date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based; and

.5 A date by which the Owner must accept the Guaranteed Maximum Price.

§ 3.2.4 In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall include a contingency for the Construction Manager's exclusive use to cover those costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order.

§ 3.2.5 The Construction Manager shall meet with the Owner and Architect to review the Guaranteed Maximum Price proposal. In the event that the Owner or Architect discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both.

§ 3.2.6 If the Owner notifies the Construction Manager that the Owner has accepted the Guaranteed Maximum Price proposal in writing before the date specified in the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price proposal shall be deemed effective without further acceptance from the Construction Manager. Following acceptance of a Guaranteed Maximum Price, the Owner and Construction Manager shall execute the Guaranteed Maximum Price Amendment amending this Agreement, a copy of which the Owner shall provide to the Architect. The Guaranteed Maximum Price Amendment shall set forth the agreed upon Guaranteed Maximum Price with the information and assumptions upon which it is based.

§ 3.2.7 The Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the execution of the Guaranteed Maximum Price Amendment, unless the Owner provides prior written authorization for such costs.

§ 3.2.8 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. The Owner shall promptly furnish such revised Contract Documents to the Construction Manager. The Construction Manager shall

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notify the Owner and Architect of any inconsistencies between the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment and the revised Contract Documents.

§ 3.2.9 The Construction Manager shall include in the Guaranteed Maximum Price all sales, consumer, use and similar taxes for the Work provided by the Construction Manager that are legally enacted, whether or not yet effective, at the time the Guaranteed Maximum Price Amendment is executed.

§ 3.3 Construction Phase

§ 3.3.1 General

§ 3.3.1.1 For purposes of Section 8.1.2 of A201–2017, the date of commencement of the Work shall mean the date of commencement of the Construction Phase.

§ 3.3.1.2 The Construction Phase shall commence upon the Owner's execution of the Guaranteed Maximum Price Amendment or, prior to acceptance of the Guaranteed Maximum Price proposal, by written agreement of the parties. The written agreement shall set forth a description of the Work to be performed by the Construction Manager, and any insurance and bond requirements for Work performed prior to execution of the Guaranteed Maximum Price Amendment.

§ 3.3.2 Administration

§ 3.3.2.1 The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. The Construction Manager shall prepare and promptly distribute minutes of the meetings to the Owner and Architect.

§ 3.3.2.2 Upon the execution of the Guaranteed Maximum Price Amendment, the Construction Manager shall prepare and submit to the Owner and Architect a construction schedule for the Work and a submittal schedule in accordance with Section 3.10 of A201–2017.

§ 3.3.2.3 Monthly Report

The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information required by the Owner.

§ 3.3.2.4 Daily Logs

The Construction Manager shall keep, and make available to the Owner and Architect, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the work, accidents, injuries, and other information required by the Owner.

§ 3.3.2.5 Cost Control

The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner and Architect, and shall provide this information in its monthly reports to the Owner and Architect, in accordance with Section 3.3.2.3 above.

ARTICLE 4 OWNER'S RESPONSIBILITIES

§ 4.1 Information and Services Required of the Owner

§ 4.1.1 The Owner shall provide information with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, systems, sustainability and site requirements.

§ 4.1.2 Prior to the execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. After execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request such information as set forth in A201-2017 Section 2.2.

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§ 4.1.3 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Article 7, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 4.1.4 Structural and Environmental Tests, Surveys and Reports. During the Preconstruction Phase, the Owner shall furnish the following information or services with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services. The Construction Manager shall be entitled to rely on the accuracy of information and services furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 4.1.4.1 The Owner shall furnish tests, inspections, and reports, required by law and as otherwise agreed to by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 4.1.4.2 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 4.1.4.3 The Owner, when such services are requested, shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 4.1.5 During the Construction Phase, the Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services.

§ 4.1.6 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

§ 4.2 Owner's Designated Representative

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section 4.2.1 of A201–2017, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 4.2.1 Legal Requirements. The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 4.3 Architect

The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B133™–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition, including any additional services requested by the Construction Manager that are necessary for the Preconstruction and Construction Phase services under this Agreement. The Owner shall provide the Construction

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Manager with a copy of the scope of services in the executed agreement between the Owner and the Architect, and any further modifications to the Architect's scope of services in the agreement.

ARTICLE 5 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

§ 5.1 Compensation

§ 5.1.1 For the Construction Manager's Preconstruction Phase services described in Sections 3.1 and 3.2, the Owner shall compensate the Construction Manager as follows:
(Insert amount of, or basis for, compensation and include a list of reimbursable cost items, as applicable.)

0.75% of the anticipated GMP, but not to exceed 0.75% of 16,000,000.00.

§ 5.1.2 The hourly billing rates for Preconstruction Phase services of the Construction Manager and the Construction Manager's Consultants and Subcontractors, if any, are set forth below.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Individual or Position	Rate

§ 5.1.2.1 Hourly billing rates for Preconstruction Phase services include all costs to be paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, and shall remain unchanged unless the parties execute a Modification.

§ 5.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within (NaN) months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services shall be equitably adjusted.

§ 5.2 Payments

§ 5.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed.

§ 5.2.2 Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid (NaN) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.
(Insert rate of monthly or annual interest agreed upon.)

Six % per annum

ARTICLE 6 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

§ 6.1 Contract Sum

§ 6.1.1 The Owner shall pay the Construction Manager the Contract Sum in current funds for the Construction Manager's performance of the Contract after execution of the Guaranteed Maximum Price Amendment. The Contract Sum is the Cost of the Work as defined in Article 7 plus the Construction Manager's Fee.

§ 6.1.2 The Construction Manager's Fee:
(State a lump sum, percentage of Cost of the Work or other provision for determining the Construction Manager's Fee.)

5%

§ 6.1.3 The method of adjustment of the Construction Manager's Fee for changes in the Work:

Same method of fee determination for changed work as evidenced by a written change order signed by both Owner a nd Construction Manager.

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§ 6.1.4 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

15% mark up for overhead and profit, including bond. Subcontract costs limited to 5% mark up.

§ 6.1.5 Rental rates for Construction Manager-owned equipment shall not exceed percent (NaN %) of the standard rental rate paid at the place of the Project.

§ 6.1.6 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any.)

$1,000.00 per day.

§ 6.1.7 Other:
(Insert provisions for bonus, cost savings or other incentives, if any, that might result in a change to the Contract Sum.)

§ 6.2 Guaranteed Maximum Price

The Construction Manager guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, subject to additions and deductions by Change Order as provided in the Contract Documents. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Construction Manager without reimbursement by the Owner.

§ 6.3 Changes in the Work

§ 6.3.1 The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. The Construction Manager may be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work.

§ 6.3.1.1 The Architect may order minor changes in the Work as provided in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 6.3.2 Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of the Guaranteed Maximum Price Amendment may be determined by any of the methods listed in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 6.3.3 Adjustments to subcontracts awarded on the basis of a stipulated sum shall be determined in accordance with Article 7 of A201–2017, as they refer to "cost" and "fee," and not by Articles 6 and 7 of this Agreement. Adjustments to subcontracts awarded with the Owner's prior written consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

§ 6.3.4 In calculating adjustments to the Guaranteed Maximum Price, the terms "cost" and "costs" as used in Article 7 of AIA Document A201–2017 shall mean the Cost of the Work as defined in Article 7 of this Agreement and the term "fee" shall mean the Construction Manager's Fee as defined in Section 6.1.2 of this Agreement.

§ 6.3.5 If no specific provision is made in Section 6.1.3 for adjustment of the Construction Manager's Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Section 6.1.3 will cause substantial inequity to the Owner or Construction Manager, the Construction Manager's Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work, and the Guaranteed Maximum Price shall be adjusted accordingly.

ARTICLE 7 COST OF THE WORK FOR CONSTRUCTION PHASE

§ 7.1 Costs to Be Reimbursed

§ 7.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. The Cost of the Work shall include only the items set forth in Sections 7.1 through 7.7.

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§ 7.1.2 Where, pursuant to the Contract Documents, any cost is subject to the Owner's prior approval, the Construction Manager shall obtain such approval in writing prior to incurring the cost.

§ 7.1.3 Costs shall be at rates not higher than the standard rates paid at the place of the Project, except with prior approval of the Owner.

§ 7.2 Labor Costs

§ 7.2.1 Wages or salaries of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops.

§ 7.2.2 Wages or salaries of the Construction Manager's supervisory and administrative personnel when stationed at the site and performing Work, with the Owner's prior approval.

§ 7.2.2.1 Wages or salaries of the Construction Manager's supervisory and administrative personnel when performing Work and stationed at a location other than the site, but only for that portion of time required for the Work, and limited to the personnel and activities listed below:
(Identify the personnel, type of activity and, if applicable, any agreed upon percentage of time to be devoted to the Work.)

TO BE DETERMINED UPON ESTABLISHMENT OF THE GMP.

§ 7.2.3 Wages and salaries of the Construction Manager's supervisory or administrative personnel engaged at factories, workshops or while traveling, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

§ 7.2.4 Costs paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 7.2.1 through 7.2.3.

§ 7.2.5 If agreed rates for labor costs, in lieu of actual costs, are provided in this Agreement, the rates shall remain unchanged throughout the duration of this Agreement, unless the parties execute a Modification.

§ 7.3 Subcontract Costs

Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts and this Agreement.

§ 7.4 Costs of Materials and Equipment Incorporated in the Completed Construction

§ 7.4.1 Costs, including transportation and storage at the site, of materials and equipment incorporated, or to be incorporated, in the completed construction.

§ 7.4.2 Costs of materials described in the preceding Section 7.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Construction Manager. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

§ 7.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

§ 7.5.1 Costs of transportation, storage, installation, dismantling, maintenance, and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment, and tools, that are not fully consumed, shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Construction Manager shall mean fair market value.

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§ 7.5.2 Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site, and the costs of transportation, installation, dismantling, minor repairs, and removal of such temporary facilities, machinery, equipment, and hand tools. Rates and quantities of equipment owned by the Construction Manager, or a related party as defined in Section 7.8, shall be subject to the Owner's prior approval. The total rental cost of any such equipment may not exceed the purchase price of any comparable item.

§ 7.5.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ 7.5.4 Costs of the Construction Manager's site office, including general office equipment and supplies.

§ 7.5.5 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.

§ 7.6 Miscellaneous Costs

§ 7.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract.

§ 7.6.1.1 Costs for self-insurance, for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval.

§ 7.6.1.2 Costs for insurance through a captive insurer owned or controlled by the Construction Manager, with the Owner's prior approval.

§ 7.6.2 Sales, use, or similar taxes, imposed by a governmental authority, that are related to the Work and for which the Construction Manager is liable.

§ 7.6.3 Fees and assessments for the building permit, and for other permits, licenses, and inspections, for which the Construction Manager is required by the Contract Documents to pay.

§ 7.6.4 Fees of laboratories for tests required by the Contract Documents; except those related to defective or nonconforming Work for which reimbursement is excluded under Article 13 of AIA Document A201–2017 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 7.7.3.

§ 7.6.5 Royalties and license fees paid for the use of a particular design, process, or product, required by the Contract Documents.

§ 7.6.5.1 The cost of defending suits or claims for infringement of patent rights arising from requirements of the Contract Documents, payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims, and payments of settlements made with the Owner's consent, unless the Construction Manager had reason to believe that the required design, process, or product was an infringement of a copyright or a patent, and the Construction Manager failed to promptly furnish such information to the Architect as required by Article 3 of AIA Document A201–2017. The costs of legal defenses, judgments, and settlements shall not be included in the Cost of the Work used to calculate the Construction Manager's Fee or subject to the Guaranteed Maximum Price.

§ 7.6.6 Costs for communications services, electronic equipment, and software, directly related to the Work and located at the site, with the Owner's prior approval.

§ 7.6.7 Costs of document reproductions and delivery charges.

§ 7.6.8 Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility in the Contract Documents.

§ 7.6.9 Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Construction Manager, reasonably incurred by the Construction Manager after the execution

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of this Agreement in the performance of the Work and with the Owner's prior approval, which shall not be unreasonably withheld.

§ 7.6.10 Expenses incurred in accordance with the Construction Manager's standard written personnel policy for relocation and temporary living allowances of the Construction Manager's personnel required for the Work, with the Owner's prior approval.

§ 7.6.11 That portion of the reasonable expenses of the Construction Manager's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

§ 7.7 Other Costs and Emergencies

§ 7.7.1 Other costs incurred in the performance of the Work, with the Owner's prior approval.

§ 7.7.2 Costs incurred in taking action to prevent threatened damage, injury, or loss, in case of an emergency affecting the safety of persons and property, as provided in Article 10 of AIA Document A201–2017.

§ 7.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Construction Manager, Subcontractors, or suppliers, provided that such damaged or nonconforming Work was not caused by the negligence of, or failure to fulfill a specific responsibility by, the Construction Manager, and only to the extent that the cost of repair or correction is not recovered by the Construction Manager from insurance, sureties, Subcontractors, suppliers, or others.

§ 7.7.4 The costs described in Sections 7.1 through 7.7 shall be included in the Cost of the Work, notwithstanding any provision of AIA Document A201–2017 or other Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 7.9.

§ 7.8 Related Party Transactions

§ 7.8.1 For purposes of this Section 7.8, the term "related party" shall mean (1) a parent, subsidiary, affiliate, or other entity having common ownership of, or sharing common management with, the Construction Manager; (2) any entity in which any stockholder in, or management employee of, the Construction Manager holds an equity interest in excess of ten percent in the aggregate; (3) any entity which has the right to control the business or affairs of the Construction Manager; or (4) any person, or any member of the immediate family of any person, who has the right to control the business or affairs of the Construction Manager.

§ 7.8.2 If any of the costs to be reimbursed arise from a transaction between the Construction Manager and a related party, the Construction Manager shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction in writing, then the cost incurred shall be included as a cost to be reimbursed, and the Construction Manager shall procure the Work, equipment, goods, or service, from the related party, as a Subcontractor, according to the terms of Article 9. If the Owner fails to authorize the transaction in writing, the Construction Manager shall procure the Work, equipment, goods, or service from some person or entity other than a related party according to the terms of Article 9.

§ 7.9 Costs Not To Be Reimbursed

§ 7.9.1 The Cost of the Work shall not include the items listed below:

- **.1** Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in Section 7.2, or as may be provided in Article 14;
- **.2** Bonuses, profit sharing, incentive compensation, and any other discretionary payments, paid to anyone hired by the Construction Manager or paid to any Subcontractor or vendor, unless the Owner has provided prior approval;
- **.3** Expenses of the Construction Manager's principal office and offices other than the site office;
- **.4** Overhead and general expenses, except as may be expressly included in Sections 7.1 to 7.7;
- **.5** The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work;

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.6 Except as provided in Section 7.7.3 of this Agreement, costs due to the negligence of, or failure to fulfill a specific responsibility of the Contract by, the Construction Manager, Subcontractors, and suppliers, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable;

.7 Any cost not specifically and expressly described in Sections 7.1 to 7.7;

.8 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded; and

.9 Costs for services incurred during the Preconstruction Phase.

ARTICLE 8 DISCOUNTS, REBATES, AND REFUNDS

§ 8.1 Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included the amount to be paid, less such discount, in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds, and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be obtained.

§ 8.2 Amounts that accrue to the Owner in accordance with the provisions of Section 8.1 shall be credited to the Owner as a deduction from the Cost of the Work.

ARTICLE 9 SUBCONTRACTS AND OTHER AGREEMENTS

§ 9.1 Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under subcontracts or other appropriate agreements with the Construction Manager. The Owner may designate specific persons from whom, or entities from which, the Construction Manager shall obtain bids. The Construction Manager shall obtain bids from Subcontractors, and from suppliers of materials or equipment fabricated especially for the Work, who are qualified to perform that portion of the Work in accordance with the requirements of the Contract Documents. The Construction Manager shall deliver such bids to the Architect and Owner with an indication as to which bids the Construction Manager intends to accept. The Owner then has the right to review the Construction Manager's list of proposed subcontractors and suppliers in consultation with the Architect and, subject to Section 9.1.1, to object to any subcontractor or supplier. Any advice of the Architect, or approval or objection by the Owner, shall not relieve the Construction Manager of its responsibility to perform the Work in accordance with the Contract Documents. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.

§ 9.1.1 When a specific subcontractor or supplier (1) is recommended to the Owner by the Construction Manager; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Construction Manager may require that a Change Order be issued to adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ 9.2 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the Owner's prior written approval. If a subcontract is awarded on the basis of cost plus a fee, the Construction Manager shall provide in the subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Construction Manager in Article 10.

ARTICLE 10 ACCOUNTING RECORDS

The Construction Manager shall keep full and detailed records and accounts related to the Cost of the Work, and exercise such controls, as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Construction Manager's records and accounts, including complete documentation supporting accounting entries, books, job cost reports, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, Subcontractor's invoices, purchase orders, vouchers, memoranda, and other data relating to this Contract. The Construction Manager shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

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ARTICLE 11 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

§ 11.1 Progress Payments

§ 11.1.1 Based upon Applications for Payment submitted to the Architect by the Construction Manager, and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum, to the Construction Manager, as provided below and elsewhere in the Contract Documents.

§ 11.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

N/A.

§ 11.1.3 Provided that an Application for Payment is received by the Architect not later than the undefinedy-undefined day of a month, the Owner shall make payment of the amount certified to the Construction Manager not later than the undefinedy-undefined day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than Thirty (30) days after the Architect receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ 11.1.4 With each Application for Payment, the Construction Manager shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that payments already made by the Construction Manager on account of the Cost of the Work equal or exceed progress payments already received by the Construction Manager, plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Construction Manager's Fee.

§ 11.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among: (1) the various portions of the Work; (2) any contingency for costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order; and (3) the Construction Manager's Fee.

§ 11.1.5.1 The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. The schedule of values shall be used as a basis for reviewing the Construction Manager's Applications for Payment.

§ 11.1.5.2 The allocation of the Guaranteed Maximum Price under this Section 11.1.5 shall not constitute a separate guaranteed maximum price for the Cost of the Work of each individual line item in the schedule of values.

§ 11.1.5.3 When the Construction Manager allocates costs from a contingency to another line item in the schedule of values, the Construction Manager shall submit supporting documentation to the Architect.

§ 11.1.6 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed, or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Construction Manager on account of that portion of the Work and for which the Construction Manager has made payment or intends to make payment prior to the next Application for Payment, by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ 11.1.7 In accordance with AIA Document A201–2017 and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 11.1.7.1 The amount of each progress payment shall first include:

.1 That portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the

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Guaranteed Maximum Price allocated to that portion of the Work in the most recent schedule of values;

.2 That portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction or, if approved in writing in advance by the Owner, suitably stored off the site at a location agreed upon in writing;

.3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified; and

.4 The Construction Manager's Fee, computed upon the Cost of the Work described in the preceding Sections 11.1.7.1.1 and 11.1.7.1.2 at the rate stated in Section 6.1.2 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work included in Sections 11.1.7.1.1 and 11.1.7.1.2 bears to a reasonable estimate of the probable Cost of the Work upon its completion.

§ 11.1.7.2 The amount of each progress payment shall then be reduced by:

.1 The aggregate of any amounts previously paid by the Owner;

.2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;

.3 Any amount for which the Construction Manager does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Construction Manager intends to pay;

.4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017;

.5 The shortfall, if any, indicated by the Construction Manager in the documentation required by Section 11.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and

.6 Retainage withheld pursuant to Section 11.1.8.

§ 11.1.8 Retainage

§ 11.1.8.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:
(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

10%

§ 11.1.8.1.1 The following items are not subject to retainage:
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

Insurance and Bonds.

§ 11.1.8.2 Reduction or limitation of retainage, if any, shall be as follows:
(If the retainage established in Section 11.1.8.1 is to be modified prior to Substantial Completion of the entire Work, insert provisions for such modification.)

5% reduction at 75% completion.

§ 11.1.8.3 Except as set forth in this Section 11.1.8.3, upon Substantial Completion of the Work, the Construction Manager may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 11.1.8. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:
(Insert any other conditions for release of retainage, such as upon completion of the Owner's audit and reconciliation, upon Substantial Completion.)

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§ 11.1.9 If final completion of the Work is materially delayed through no fault of the Construction Manager, the Owner shall pay the Construction Manager any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 11.1.10 Except with the Owner's prior written approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and suitably stored at the site.

§ 11.1.11 The Owner and the Construction Manager shall agree upon a mutually acceptable procedure for review and approval of payments to Subcontractors, and the percentage of retainage held on Subcontracts, and the Construction Manager shall execute subcontracts in accordance with those agreements.

§ 11.1.12 In taking action on the Construction Manager's Applications for Payment the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager, and such action shall not be deemed to be a representation that (1) the Architect has made a detailed examination, audit, or arithmetic verification, of the documentation submitted in accordance with Section 11.1.4 or other supporting data; (2) that the Architect has made exhaustive or continuous on-site inspections; or (3) that the Architect has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits, and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 11.2 Final Payment

§ 11.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Construction Manager when

.1 the Construction Manager has fully performed the Contract, except for the Construction Manager's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment;

.2 the Construction Manager has submitted a final accounting for the Cost of the Work and a final Application for Payment; and

.3 a final Certificate for Payment has been issued by the Architect in accordance with Section 11.2.2.2.

§ 11.2.2 Within 30 days of the Owner's receipt of the Construction Manager's final accounting for the Cost of the Work, the Owner shall conduct an audit of the Cost of the Work or notify the Architect that it will not conduct an audit.

§ 11.2.2.1 If the Owner conducts an audit of the Cost of the Work, the Owner shall, within 10 days after completion of the audit, submit a written report based upon the auditors' findings to the Architect.

§ 11.2.2.2 Within seven days after receipt of the written report described in Section 11.2.2.1, or receipt of notice that the Owner will not conduct an audit, and provided that the other conditions of Section 11.2.1 have been met, the Architect will either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding a certificate as provided in Article 9 of AIA Document A201–2017. The time periods stated in this Section 11.2.2 supersede those stated in Article 9 of AIA Document A201–2017. The Architect is not responsible for verifying the accuracy of the Construction Manager's final accounting.

§ 11.2.2.3 If the Owner's auditors' report concludes that the Cost of the Work, as substantiated by the Construction Manager's final accounting, is less than claimed by the Construction Manager, the Construction Manager shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Article 15 of AIA Document A201–2017. A request for mediation shall be made by the Construction Manager within 30 days after the Construction Manager's receipt of a copy of the Architect's final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner's auditors becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect's final Certificate for Payment.

§ 11.2.3 The Owner's final payment to the Construction Manager shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

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§ 11.2.4 If, subsequent to final payment, and at the Owner's request, the Construction Manager incurs costs, described in Sections 7.1 through 7.7, and not excluded by Section 7.9, to correct defective or nonconforming Work, the Owner shall reimburse the Construction Manager for such costs, and the Construction Manager's Fee applicable thereto, on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If adjustments to the Contract Sum are provided for in Section 6.1.7, the amount of those adjustments shall be recalculated, taking into account any reimbursements made pursuant to this Section 11.2.4 in determining the net amount to be paid by the Owner to the Construction Manager.

§ 11.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

6 % per annum

ARTICLE 12 DISPUTE RESOLUTION

§ 12.1 Initial Decision Maker

§ 12.1.1 Any Claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 12 and Article 15 of A201–2017. However, for Claims arising from or relating to the Construction Manager's Preconstruction Phase services, no decision by the Initial Decision Maker shall be required as a condition precedent to mediation or binding dispute resolution, and Section 12.1.2 of this Agreement shall not apply.

§ 12.1.2 The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017 for Claims arising from or relating to the Construction Manager's Construction Phase services, unless the parties appoint below another individual, not a party to the Agreement, to serve as the Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 12.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

[ ] Arbitration pursuant to Article 15 of AIA Document A201–2017

[X] Litigation in a court of competent jurisdiction

[ ] Other: *(Specify)*

If the Owner and Construction Manager do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

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ARTICLE 13 TERMINATION OR SUSPENSION

§ 13.1 Termination Prior to Execution of the Guaranteed Maximum Price Amendment

§ 13.1.1 If the Owner and the Construction Manager do not reach an agreement on the Guaranteed Maximum Price, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner.

§ 13.1.2 In the event of termination of this Agreement pursuant to Section 13.1.1, the Construction Manager shall be compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination, in accordance with the terms of this Agreement. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.3 Prior to the execution of the Guaranteed Maximum Price Amendment, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager for the Owner's convenience and without cause, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner, for the reasons set forth in Article 14 of A201–2017.

§ 13.1.4 In the event of termination of this Agreement pursuant to Section 13.1.3, the Construction Manager shall be equitably compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.5 If the Owner terminates the Contract pursuant to Section 13.1.3 after the commencement of the Construction Phase but prior to the execution of the Guaranteed Maximum Price Amendment, the Owner shall pay to the Construction Manager an amount calculated as follows, which amount shall be in addition to any compensation paid to the Construction Manager under Section 13.1.4:

- **.1** Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- **.2** Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and
- **.3** Subtract the aggregate of previous payments made by the Owner for Construction Phase services.

§ 13.1.6 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.1.5.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Construction Manager will contain provisions allowing for assignment to the Owner as described above.

§ 13.1.6.1 If the Owner accepts assignment of subcontracts, purchase orders or rental agreements as described above, the Owner will reimburse or indemnify the Construction Manager for all costs arising under the subcontract, purchase order or rental agreement, if those costs would have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner chooses not to accept assignment of any subcontract, purchase order or rental agreement that would have constituted a Cost of the Work had this agreement not been terminated, the Construction Manager will terminate the subcontract, purchase order or rental agreement and the Owner will pay the Construction Manager the costs necessarily incurred by the Construction Manager because of such termination.

§ 13.2 Termination or Suspension Following Execution of the Guaranteed Maximum Price Amendment

§ 13.2.1 Termination

The Contract may be terminated by the Owner or the Construction Manager as provided in Article 14 of AIA Document A201–2017.

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§ 13.2.2 Termination by the Owner for Cause

§ 13.2.2.1 If the Owner terminates the Contract for cause as provided in Article 14 of AIA Document A201–2017, the amount, if any, to be paid to the Construction Manager under Article 14 of AIA Document A201–2017 shall not cause the Guaranteed Maximum Price to be exceeded, nor shall it exceed an amount calculated as follows:

.1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;

.2 Add the Construction Manager's Fee, computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager' Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion;

.3 Subtract the aggregate of previous payments made by the Owner; and

.4 Subtract the costs and damages incurred, or to be incurred, by the Owner under Article 14 of AIA Document A201–2017.

§ 13.2.2.2 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.2.2.1.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders.

§ 13.2.3 Termination by the Owner for Convenience

If the Owner terminates the Contract for convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Construction Manager a termination fee as follows:

(Insert the amount of or method for determining the fee, if any, payable to the Construction Manager following a termination for the Owner's convenience.)

Total cost incurred plus pro-rata fee.

§ 13.3 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017; in such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Article 14 of AIA Document A201–2017, except that the term "profit" shall be understood to mean the Construction Manager's Fee as described in Sections 6.1 and 6.3.5 of this Agreement.

ARTICLE 14 MISCELLANEOUS PROVISIONS

§ 14.1 Terms in this Agreement shall have the same meaning as those in A201–2017. Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 14.2 Successors and Assigns

§ 14.2.1 The Owner and Construction Manager, respectively, bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 14.2.2 of this Agreement, and in Section 13.2.2 of A201–2017, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 14.2.2 The Owner may, without consent of the Construction Manager, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Construction Manager shall execute all consents reasonably required to facilitate the assignment.

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§ 14.3 Insurance and Bonds

§ 14.3.1 Preconstruction Phase

The Construction Manager shall maintain the following insurance for the duration of the Preconstruction Services performed under this Agreement. If any of the requirements set forth below exceed the types and limits the Construction Manager normally maintains, the Owner shall reimburse the Construction Manager for any additional cost.

§ 14.3.1.1 Commercial General Liability with policy limits of not less than Two Million Dollars and Zero Cents ($ 2000000.00) for each occurrence and 2000000.00 ($ Two Million Dollars and Zero Cents) in the aggregate for bodily injury and property damage.

§ 14.3.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager with policy limits of not less than Two Million Dollars and Zero Cents ($ 2000000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 14.3.1.3 The Construction Manager may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided that such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 14.3.1.1 and 14.3.1.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 14.3.1.4 Workers' Compensation at statutory limits and Employers Liability with policy limits not less than Two Million Dollars and Zero Cents ($ 2000000.00) each accident, One Million Dollars and Zero Cents ($ 1000000.00) each employee, and Two Million Dollars and Zero Cents ($ 2000000.00) policy limit.

§ 14.3.1.5 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than Two Million Dollars and Zero Cents ($ 2000000.00) per claim and Two Million Dollars and Zero Cents ($ 2000000.00) in the aggregate.

§ 14.3.1.6 Other Insurance

(List below any other insurance coverage to be provided by the Construction Manager and any applicable limits.)

Coverage	Limits
Builder's Risk	$2,000,000.00

§ 14.3.1.7 Additional Insured Obligations. To the fullest extent permitted by law, the Construction Manager shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Construction Manager's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 14.3.1.8 The Construction Manager shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 14.3.1.

§ 14.3.2 Construction Phase

After execution of the Guaranteed Maximum Price Amendment, the Owner and the Construction Manager shall purchase and maintain insurance as set forth in AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, Exhibit B, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 14.3.2.1 The Construction Manager shall provide bonds as set forth in AIA Document A133™–2019 Exhibit B, and elsewhere in the Contract Documents.

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§ 14.4 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with a building information modeling exhibit, if completed, or as otherwise set forth below:
(If other than in accordance with a building information modeling exhibit, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 14.5 Other provisions:

ARTICLE 15 SCOPE OF THE AGREEMENT

§ 15.1 This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Construction Manager.

§ 15.2 The following documents comprise the Agreement:

.1 AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

.2 AIA Document A133™-2019, Exhibit A, Guaranteed Maximum Price Amendment, if executed

.3 AIA Document A133™–2019, Exhibit B, Insurance and Bonds

.4 AIA Document A201™–2017, General Conditions of the Contract for Construction

.5 Building Information Modeling Exhibit, if completed:

.6 Other Exhibits:
(Check all boxes that apply.)

[ ] AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, dated as indicated below:
(Insert the date of the E234-2019 incorporated into this Agreement.)

[ ] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

.7 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Construction Manager's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

City of Zephyrhills Solicitation of Request for Proposals 2025-011.

Response to RFQ 2025-011 by Reeves Young, LLC.

This Agreement is entered into as of the day and year first written above.

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OWNER *(Signature)*	**CONSTRUCTION MANAGER** *(Signature)*
Charles E. Proctor, City Council President *(Printed name and title)*	Mike IezziINCLUDED *(Printed name and title)*

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Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with this certification 18:03:24 ET on 12/04/2025 under Order No. 500018050 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A133™ - 2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, other than changes shown in the attached final document by underscoring added text and striking over deleted text.

_____

(Signed)

_____

(Title)

_____

(Dated)

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AIA® Document A201® – 2017

General Conditions of the Contract for Construction

for the following PROJECT:
(Name and location or address)

Zephyr Park Rehabilitation
Zephyr Park - City of Zephyrhills, Florida

THE OWNER:
(Name, legal status and address)

City of Zephyrhills, , a Florida municipal corporation
5335 8th Street
Zephyrhills, FL 33542

THE ARCHITECT:
(Name, legal status and address)

Kimley-Horn & Associates

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

For guidance in modifying this document to include supplementary conditions, see AIA Document A503™, Guide for Supplementary Conditions.

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding or proposal requirements.

§ 1.1.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants, or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.3 The Work

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 The Project

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by Separate Contractors.

§ 1.1.5 The Drawings

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

§ 1.1.6 The Specifications

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 Instruments of Service

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.8 Initial Decision Maker

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 1.2 Correlation and Intent of the Contract Documents

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

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§ 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.3 Capitalization

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles, or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 Interpretation

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service

§ 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

§ 1.6 Notice

§ 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 1.7 Digital Data Use and Transmission

The parties shall agree upon written protocols governing the transmission and use of, and reliance on, Instruments of Service or any other information or documentation in digital form.

§ 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to written protocols governing the use of, and reliance on, the information contained in the model shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

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ARTICLE 2 OWNER

§ 2.1 General

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 2.1.2 The Owner shall furnish to the Contractor, within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

§ 2.2 Evidence of the Owner's Financial Arrangements

§ 2.2.1 Prior to commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.

§ 2.2.2 Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.

§ 2.2.3 After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.4 Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

§ 2.3 Information and Services Required of the Owner

§ 2.3.1 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.3.2 The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

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§ 2.3.3 If the employment of the Architect terminates, the Owner shall employ a successor to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

§ 2.3.4 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.3.5 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.3.6 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.4 Owner's Right to Stop the Work

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

ARTICLE 3 CONTRACTOR

§ 3.1 General

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

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§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.4 Labor and Materials

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

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§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

§ 3.6 Taxes

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.7 Permits, Fees, Notices and Compliance with Laws

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the

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Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 Allowances

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- **.1** allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- **.2** Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- **.3** whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.9 Superintendent

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.

§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

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§ 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 Shop Drawings, Product Data and Samples

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's

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responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 3.12.10.2 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the time and in the form specified by the Architect.

§ 3.13 Use of Site

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.14 Cutting and Patching

§ 3.14.1 The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

§ 3.15 Cleaning Up

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 Access to Work

The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress wherever located.

§ 3.17 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in

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Drawings, Specifications, or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

§ 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

ARTICLE 4 ARCHITECT

§ 4.1 General

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

§ 4.1.2 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

§ 4.2 Administration of the Contract

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 Communications

The Owner and Contractor shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any

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direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may order minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with

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reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a Separate Contractor or the subcontractors of a Separate Contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.3 Subcontractual Relations

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

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§ 5.4 Contingent Assignment of Subcontracts

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

.1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and

.2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

§ 6.2 Mutual Responsibility

§ 6.2.1 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible

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for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a Separate Contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5.

§ 6.2.5 The Owner and each Separate Contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, Separate Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor, and Architect. A Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

§ 7.2 Change Orders

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor, and Architect stating their agreement upon all of the following:

- **.1** The change in the Work;
- **.2** The amount of the adjustment, if any, in the Contract Sum; and
- **.3** The extent of the adjustment, if any, in the Contract Time.

§ 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- **.1** Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- **.2** Unit prices stated in the Contract Documents or subsequently agreed upon;
- **.3** Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or

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.4 As provided in Section 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

.1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;

.2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;

.3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;

.4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and

.5 Costs of supervision and field office personnel directly attributable to the change.

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 Minor Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

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ARTICLE 8 TIME

§ 8.1 Definitions

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 Progress and Completion

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 9.2 Schedule of Values

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

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§ 9.3 Applications for Payment

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work.

§ 9.4 Certificates for Payment

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the

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Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- **.1** defective Work not remedied;
- **.2** third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- **.3** failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- **.4** reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- **.5** damage to the Owner or a Separate Contractor;
- **.6** reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- **.7** repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

§ 9.5.3 When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.4 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment.

§ 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

§ 9.6.2 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

§ 9.6.5 The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

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§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 9.7 Failure of Payment

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented

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to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- **.1** liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
- **.2** failure of the Work to comply with the requirements of the Contract Documents;

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.3 terms of special warranties required by the Contract Documents; or
.4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

.1 employees on the Work and other persons who may be affected thereby;
.2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
.3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.

§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 Injury or Damage to Person or Property

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

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§ 10.3 Hazardous Materials and Substances

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition.

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred.

§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The

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Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

§ 11.1.2 The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 11.1.3 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance. Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.2 Owner's Insurance

§ 11.2.1 The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

§ 11.2.2 Failure to Purchase Required Property Insurance. If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

§ 11.2.3 Notice of Cancellation or Expiration of Owner's Required Property Insurance. Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

§ 11.3 Waivers of Subrogation

§ 11.3.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds

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of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 11.3.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance

The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner's property, due to fire or other hazards however caused.

§11.5 Adjustment and Settlement of Insured Loss

§ 11.5.1 A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

§ 11.5.2 Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

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§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

§ 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the

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other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

§ 13.3 Rights and Remedies

§ 13.3.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

§ 13.3.2 No action or failure to act by the Owner, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.

§ 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.4.5 If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.5 Interest

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate the parties agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

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ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

.1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;

.2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped;

.3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or

.4 The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

.1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;

.2 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;

.3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or

.4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

.1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;

.2 Accept assignment of subcontracts pursuant to Section 5.4; and

.3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance,

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the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.3 Suspension by the Owner for Convenience

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

.1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or

.2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall

.1 cease operations as directed by the Owner in the notice;

.2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and

.3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

§ 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

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§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

§ 15.1.5 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

§ 15.1.7 Waiver of Claims for Consequential Damages

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

.1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and

.2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 Initial Decision

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the

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Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.3 Mediation

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 15.3.3 Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.

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§ 15.3.4 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 15.4 Arbitration

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 15.4.4 Consolidation or Joinder

§ 15.4.4.1 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 15.4.4.2 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Contractor under this Agreement.

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Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with this certification 18:03:56 ET on 12/04/2025 under Order No. 500018665 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A201™ - 2017, General Conditions of the Contract for Construction, other than changes shown in the attached final document by underscoring added text and striking over deleted text.

_____

(Signed)

_____

(Title)

_____

(Dated)

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CITY OF ZEPHYRHILLS
2025-011
CONSTRUCTION MANAGEMENT SERVICES - ZEPHYR PARK REHABILITATION

AN EQUAL OPPORTUNITY EMPLOYER

FLORIDA TAX EXEMPT #85-8012740166C-4

FEDERAL IDENTIFICATION NUMBER #59-6000455

I. INTRODUCTION TO REQUEST FOR QUALIFICATIONS .....
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III. TECHNICAL RESPONSE PACKAGE.....
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1. INTRODUCTION TO REQUEST FOR QUALIFICATIONS

1.1. Invitation

The **City of Zephyrhills** (the "City"), invites responses ("Responses") from Vendors which offer to provide the services described in Section "Scope of Work".

1.2. Vendor

A Vendor is an individual, firm, or corporation submitting a Response to the City for the services requested in the RFQ.

1.3. Agreement Terms and Conditions

The Vendor(s) selected to provide the service(s) requested herein (the "Successful Vendor(s)") shall be required to execute an Agreement with the City. In the event that the proposer to whom the contract is awarded does not execute a contract within thirty (30) days after such award, the City of Zephyrhills may give notice to such proposer of intent to award the contract to the next ranked Vendor, or to call for new responses.

After a contract is signed, failure to comply with any of the terms and conditions of this RFQ by the awarded Vendor will be cause for termination of the **"Construction Management Services - Zephyr Park Rehabilitation"** Agreement.

1.4. Additional Information or Clarification

Requests for additional information or clarifications must be made in the City's e-Procurement Portal at https://procurement.opengov.com/portal/zephyrhillsfl and in accordance with the Cone of Silence. The Cone of Silence is applied to all communications concerning any bid, RFP or RFQ before intent to award are issued. Any request for additional information, or for questions seeking clarifications must be received in writing no later than Friday, September 12, 2025 by 10:00 am.

The City will issue responses to inquiries and any other corrections or amendments it deems necessary through the City's e-Procurement Portal located at https://procurement.opengov.com/portal/zephyrhillsfl, prior to the Response Submission Date. Vendors should not rely on any representations, statements or explanations other than those made in this RFQ or any written addendum to this RFQ. Where there appears to be conflict between the RFQ and any addenda issued, the last addendum issued shall prevail.

It is the Proposer's responsibility to assure receipt of all addenda. Proposers will be required to acknowledge all addendum within their submission through the eProcurement Portal.

All communications are to be directed to the Purchasing Agent through the City's e-Procurement Portal located at https://procurement.opengov.com/portal/zephyrhillsfl.

1.5. Award of Agreement

An Agreement may be awarded to the Successful Proposer(s) by the City Council as applicable, based upon the requirements reflected herein. The City reserves the right to execute or not execute, as applicable, an Agreement with the Successful Proposer(s) that is determined to be in the City's best interest.

1.6. Agreement Execution

By submitting a Response, the Proposer(s) agree to be bound to and execute the Agreement for: **Construction Management Services - Zephyr Park Rehabilitation** Without diminishing the foregoing, the Proposer may request clarification and submit comments or proposed revisions to the language concerning the Agreement for City's consideration. Any such comments or proposed revisions identified after the Response has been received need not be considered by the City. None of the foregoing shall preclude the City from seeking to negotiate changes to the Agreement during the negotiation process.

1.7. Response Package

Careful attention must be given to all requested items contained in this RFQ. Proposers are invited to submit Responses in accordance with the requirements of this RFQ. **PLEASE READ THE ENTIRE SOLICITATION BEFORE SUBMITTING A RESPONSE**. Proposers shall make the necessary entry in all blanks and forms provided for the Response.

1. Each Response that is submitted for evaluation must meet the requirements specified in the RFQ.
2. Failure to submit all required items in the manner specified may result in your submittal being found unacceptable.
3. Any submittal found unacceptable will not be considered for selection for this project.

1.8. Changes/Alterations

Proposer may change or withdraw a Response at any time prior to Response Submission Deadline by clicking on "Unsubmit" Proposal via eProcurement Portal. All changes or withdrawals shall be made City's e-Procurement Portal located at https://procurement.opengov.com/portal/zephyrhillsfl. Oral/Verbal modifications will not be allowed. Written modifications will not be accepted after the Response deadline.

1.9. Discrepancies, Errors, and Omissions

Any discrepancies, errors, or ambiguities in the RFQ or addenda (if any) should be reported to the City of Zephyrhills Purchasing Agent in the manner prescribed in RFQ Section "Additional Information or Clarification". Should it be necessary, the City will issue a written addendum to the RFQ clarifying such conflicts or ambiguities.

1.10. Disqualification

The City reserves the right to disqualify Responses before or after the submission date, upon evidence of collusion with intent to defraud or other illegal practices on the part of the Proposer. It also reserves the right to waive any immaterial defect or informality in any Response; to reject any or all Responses in whole or in part, or to reissue a Request for Qualifications.

1.11. Reject Responses

The City of Zephyrhills, Florida reserves the right to reject any or all responses, waive informalities, request additional information and to negotiate a contract with the most qualified Vendor for professional services at compensation which the agency determines is fair, competitive and reasonable in keeping with the best interests of the City.

1.12. Vendor's Expenditures

Proposers understand and agree that any expenditure they make in preparation and submittal of Responses or in the performance of any services requested by the City in connection with the Responses in response to this RFQ are exclusively at the expense of the Proposers. The City shall not pay or reimburse any expenditure or any other expense incurred by any Proposer in preparation of a Response or anticipation of an Agreement award or to maintain the approved status of the Successful Proposer(s) if an Agreement is awarded.

1.13. Compliance with Applicable Law

The laws of the State of Florida shall govern the agreement. Comply with all applicable federal, state, county and municipal laws, ordinances, regulations and rules related to the services to be performed there under. Conduct no activity or provide any service that is unlawful or offensive.

1.14. Conflicts of Interest

No Vendor shall be eligible for selection on any project and no work shall be assigned to a Vendor which conflicts with or is duplicative of any work by the Vendor or any affiliated business entity, including, but not limited to, partnerships, joint ventures, and subsidiaries of the same parent corporation or Vendor.

1.15. Indemnification

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

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

Insurance: Vendor shall, at its sole costs 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

1.16. Insurance

Vendor shall, 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 $2,000,000 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 Vendor as required herein shall be considered, and the 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 Vendor as required.

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

1.17. Builders' Risk Coverage

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 Vendor 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 Vendor's sub consultants 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 Vendor shall be responsible. The risk of loss whether insured or not shall remain with the Vendor until final acceptance. Upon request, Vendor shall furnish to the City complete copies of the insurance policy.

1.18. 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 thirty (30) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate and (2) an opportunity for consultation with the terminating party prior to termination.
B. This contract may be terminated in whole or in part in writing by the local government for its convenience, provided that the other party is afforded the same notice and consultation opportunity specified in 1(a) above.
C. If termination for default is effected by the local government, an equitable adjustment in the price for this contract shall be made, but (1) no amount shall be allowed for anticipated profit on unperformed services or other work, and (2) any payment due to the

Vendor at the time of termination may be adjusted to cover any additional costs to the local government because of the Vendor's.

D. If termination for convenience is effected by the local government, the equitable adjustment shall include a reasonable profit for services or other work performed for which profit has not already been included in an invoice.
E. For any termination, the equitable adjustment shall provide for payment to the Vendor for services rendered and expenses incurred prior to receipt of the notice of intent to terminate, by the Vendor relating to commitments which had become from prior to receipt of the notice of intent to terminate.
F. Upon receipt of a termination action, the Vendor shall (1) promptly discontinue all affected work (unless the notice directs otherwise) and (2) deliver or otherwise make available to the local government all data, drawings, reports specifications, summaries and other such information, as may have been accumulated by the Vendor in performing this contract, whether completed or in process.
G. 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.
H. If, after termination for failure of the Vendor to fulfill contractual obligations, it is determined that the Vendor had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of the local government. In such event, adjustment of the contract price shall be made as provided in paragraph (c) above.

1.19. RFQ Availability

RFQ documents, plans, addendums can be viewed and downloaded from the City's e-Procurement Portal at https://procurement.opengov.com/portal/zephyrhillsfl . Registration is FREE. It is your responsibility to ensure you have downloaded all addendums published before the bid opening. You must be a registered vendor for the City of Zephyrhills prior to any work with the City. Should you have questions concerning this site, contact Customer Support via the City's e-Procurement Portal to provide assistance. Responses will be opened after the deadline online. A listing of those Vendors who submitted a response will be posted.

1.20. Response Submission

One electronic response package shall be submitted through the City's e-Procurement Portal located at https://procurement.opengov.com/portal/zephyrhillsfl, prior to the **Opening time of Friday, September 19, 2025 by 10:00 am.**

The City shall not, under any circumstances, be responsible for delays caused by the issues caused in uploading or for other delays. All responses must be manually and duly signed by authorized authority to bind said Vendor or individual, and Vendor must affix their corporate seal (if any) to the response. In the absence of a corporate seal, the response must be notarized by a Notary public.

The submittal of a response by a preparer will be considered by the City as constituting an offer by the Vendor to perform the required services at the stated fees.

Each Vendor is solely responsible for the reading and completely understanding the requirement

of this RFQ. The opening time shall be and must be scrupulously observed. Under no circumstances will responses delivered to the office be accepted. All responses are to be uploaded via City's e-Procurement Portal online. Late submissions will not be accepted.

1.21. Appropriations Clause

The City, as an entity of government, is subject to the appropriation of funds by its legislative body in an amount sufficient to allow continuation of its performance in accordance with the terms and conditions of this contract for each and every fiscal year following the fiscal year in which this contract shall remain in effect. Upon notice that sufficient funds are not available in the subsequent fiscal years, the City shall therefore be released of all terms and other conditions.

1.22. Acceptance of Applicable Policies & Procedures.

A. Vendors responding to this RFQ agree by submission of such response to accept and comply with the City policies and procedures that apply to the selection process for this project.
B. All Vendors should be licensed in the State of Florida and professionally qualified.
C. Any concerns, or issues, relating to current policies and procedures may be addressed with City staff, but separate from this selection process.

1.23. Evaluation Committee Process

The City Manager will appoint a ranking committee who will review and evaluate the qualifications of all interested Vendors. This committee shall select at least three (3) Vendors that are licensed in the State of Florida and are otherwise professionally qualified.

The ranking committee will present their recommendations to the City Manager based on their review of the written responses. The City Manager will present the Committee's recommendations to City Council for their consent for approval. A member from the ranking committee will be present to respond to any detailed questions the Council may have. City Council will vote on the Committee's recommendation.

1.24. Written Selection Process

Step 1. The City will review submittals for responsiveness and responsibility. Those found responsive and responsible based on an initial review shall proceed to Step 2.

Step 2. The City Evaluation Committee comprised of City management and staff will evaluate the responses using the criteria below. Responses will be evaluated and ranked or scored.

1.25. Oral Presentations

At the City's sole discretion, a formal oral presentation may be required by each Vendor that is short list selected during the initial review process. The City will provide a week's notice, if selected. If required, presentations should be in support of the Vendor's response or to exhibit or otherwise demonstrate the information contained herein. If the Committee wishes additional clarification of any information, Vendors maybe requested to submit that information in writing.

1.26. Formal Interview Evaluation Criteria

- Overall impression of key team members
- Methodology presented to assure success

- Ability of principals to promote confidence in the ability of the Vendor to complete the project(s) within the time and cost budgeted
- Ability of team members to communicate during the interview process
- Vendor's ability to effectively answer questions and problem solve in the meeting
- Overall impression of the Vendor

1.27. Interview Format

The Vendors selected to make a presentation to the Evaluation Committee will be notified by the City. Each Vendor selected for further consideration shall be notified in writing and informed of a place and time for the interview sessions. The time allotted to each Vendor for the presentation and interview shall not exceed forty five (45) minutes. (5 Minutes for setup, 20 minutes for presentation, 5 minutes for questions and 5 minutes for knock-down). All members of the Evaluation Committee will be present during the formal interview.

1.28. Issues to Address at Interview

The intent of the formal interview process is to provide the evaluation committee with in-depth information from the Vendor in order to make a final selection of the best-suited Vendor for the contract. ***What makes you better suited for this solicitation than the other Vendors.*** Vendors should focus their presentations on the detailed plan for the tasks, evaluations, interviews, schedule and quality of the services to be provided and any unique characteristics or services the Vendor offers.

Vendors are discouraged from reviewing company history and past experience evaluated during the written submittals unless this information is relevant to the discussion.

1.29. Award Criteria

The evaluation committee recommendation will be made from their in depth review of the written responses and the evaluation of the interview responses based on various criteria including but not limited to:

- Approach to the implementation, performance and satisfaction of City requirements
- Demonstrated professional skills and credentials.
- Demonstrated understanding and success of similar projects
- Demonstrated ability to communicate well.
- Ability to perform the work within the stated timeframe.

1.30. Hourly Rate/Fees

Hourly Rate/Fees will be solicited from the short-listed candidates invited to interview by email to be delivered by the designated date on the Timetable. Hourly Rates/Fees may be negotiated further with the number one selected Vendor.

If there is no date listed or should the interviews be waived then the fees will be expected the **Tuesday after the Council meeting.**

All Hourly Rate/Fees shall be sent to the Purchasing Agent, at emarkewich@ci.zephyrhills.fl.us. Mark your emails "**FEE RATES-2025-011-Company Name**" in the subject line.

1.31. Final Evaluation

Upon completion of the evaluation process by the Evaluation Committee, the Vendors will be ranked in descending order of recommendation. The Evaluation Committee shall present their final ranking to the City Manager for presentation to the City Council for approval of the committee's recommendation. The City will begin negotiations with the number one ranked Vendor. Should the City be unable to negotiate a satisfactory contract with the top-ranked Vendor at a price determined to be fair and reasonable, negotiations shall be terminated with that Vendor and the City shall initiate negotiations with the second ranked Vendor to arrive at an acceptable contract, and so on.

The final negotiated contract is presented to City Council for approval and authorization by the City Manager.

1.32. Exception to the RFQ

Vendors may take exceptions to any of the terms of this RFQ unless the RFQ specially states where exceptions may not be taken. Should a Vendor take exception where none is permitted, the response will be rejected as nonresponsive. All exceptions taken must be specific, and the Vendor must indicate clearly what alternative is being offered to allow the City a meaningful opportunity to evaluate and rank responses.

Where exceptions are permitted, the City shall determine the acceptability of the proposed exceptions and the responses will be evaluated based on the responses as submitted. The City, after completing evaluations, may accept or reject the exceptions. Where exceptions are rejected, the City may request that the Vendor furnish the services or goods described herein, or negotiate an acceptable alternative.

1.33. Openness of Procurement Process

Written competitive responses, other submissions, correspondence, and all records made thereof, as well as negotiations conducted pursuant to this RFQ, shall be handled in compliance with Chapters 119 and 286 Florida Statutes. The City gives no assurance as to the confidentiality of any response once submitted.

1.34. Cooperative Purchases

This is a cooperative purchase contract. State law allows any government agency and any accredited school in the state to buy off this contract without going to bid, as long as it does not conflict with any of their local regulations.

1.35. Negotiations

The City may award a contract on the basis of initial offers received, without further negotiations, or may negotiate a final contract. Therefore, each initial offer should contain the Vendor's best terms from a cost or price and technical standpoint.

The City reserves the right to enter into contract negotiations with the selected Vendor. If the City and the selected Vendor cannot negotiate a successful contract, the City may terminate said negotiations and begin negotiations with the next selected Vendor. This process will continue until a contract has been executed or all Vendors have been rejected. No Vendor shall have any rights against the City arising from such negotiations.

1.36. Right to Protest

Any actual or prospective Vendor who is aggrieved in connection with the solicitation or award of a contract may seek resolution of its complaints by contacting the City Manager. All Protests must be presented one (1) week after the solicitation deadline or one (1) week after Council approval of ranking.

1.37. Public Records

In accordance with 119.0701 F.S. Vendor shall:

IF A VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'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 STREETH
ZEPHYRHILLS, FLORIDA 33542
RQUINONES@CI.ZEPHYRHILLS.FL.US
813-780-0000

1.38. ACH-EFT Payments

The City will make payments for services provided under this contract by means of an ACH-EFT process. This method is quicker and eliminates fraud activity. This will need to be setup before any payment processing. The City reserves the right to revise this program as necessary.

2. SCOPE OF WORK

2.1. Introduction

The intent of this Request for Qualifications is to select a qualified firm to provide Construction Management at Risk (CMAR) services.

CMAR services listed in this solicitation will be for the rehabilitation and improvement of Zephyr Park. The CMAR Contractor will work with our design team at Kimley-Horn to construct an approximately 50-acre park known as Zephyr Park. The redesign of Zephyr Park includes:

- Restrooms.
- Splash pad.
- Multiple playground areas.
- Nature trail system.
- Stage.
- Pavilions.
- Landscape.
- Hardscape.
- Public art, and
- Additional recreational opportunities, as designed.

In addition, this project will include electrical, mechanical, plumbing, irrigation, sewer, storm water, and may include additional utilities as designed.

During the development of the design documents by Kimley-Horn & Associates (KHA), the selected construction management firm will work with KHA and City staff to provide value engineering and constructability recommendations. The selected firm will provide input to the design team regarding potential cost-saving measures that could be implemented prior to the development of 100% design/construction plans. The selected firm shall ensure the City receives a buildable design that provides the highest-quality park for the citizens of Zephyrhills. The project may include a direct-purchase of materials by the City.

2.2. Project Scope

General

Scope of services required includes, but is not limited to:

- The Construction Management (CM) firm is to work with our Architectural/Engineering (A/E) firm that is designing the project.
- Firms must be licensed in the State of Florida.
- Provide technical review, cost evaluation, and schedule evaluation assistance to the Architectural/Engineering team during the design phase.
- CM/GC will assume responsibility for project construction cost by issuing a Guaranteed Maximum Price (GMP) no later than 90% through the design phase of the project.
- GMP will be a contractual obligation.
- CM/GC will be responsible for methods of construction, safety programs, general conditions, prequalification of potential subcontractors, bidding of all work, certification of work in place and monthly payment requests, coordination and scheduling of all construction contracts and miscellaneous contracts required for the completion of the project within the predetermined budget and schedule.
- The CM/GC shall assist the Owner and A/E team in the management and administration of the project, except the Owner shall at all times retain complete contractual control of all prime CM/GC, Owner Representative, and A/E contracts, project funds, and disbursements. The A/E shall retain all normal architectural responsibilities for professional design, cost control, schedule, and quality assurance, including normal construction administration responsibilities.
- The CM/GC will be expected to work closely with the A/E firm selected for the project and the Owner's Representative to successfully complete all phases of the project.

Project Objectives

- CM/GC will function as a CMAR.
- During the pre-construction phase, the CM/GC will be responsible for pricing, cost evaluation, cost estimates, design analysis, value engineering, maintainability, and constructability issues. Assist in developing the strategy for the best approach for the successful completion of the project.
- Services of the CM/GC will include a preconstruction design phase and a construction phase.
- Provide constructability reviews and technical input on methods of construction

materials, details, bidding formats, and types of separate bidding packages.

- When the design documents are 90% complete, the CM/GC, with the support and assistance of the Architect and Owner's Representative, will commit to a GMP for all construction and site development.
- At the 90% complete design document stage, the CM/GC will provide a surety bond.
- The City reserves the right to request an alternative additive item for Furniture, Fixtures, and Equipment (FF&E), which the City may ask to be included in the GMP. The City will accept or reject this item prior to finalizing the GMP.
- CM/GC shall competitively select all construction subcontracts and other work appropriate for competitive selection using cost and other factors.
- CM/GC will develop and maintain a master project schedule.

Optional Community Building

The City may request the construction of a maximum 6,000 square foot community building within Zephyr Park as an optional project component. This building will be considered outside the evaluation and scoring of CMAR qualifications. The inclusion of this option in the RFQ is intended solely to obtain pricing and construction planning information, should the City choose to proceed with its construction. Final design and inclusion of this component will be at the sole discretion of the City.

Selection Emphasis

- Experience of the firm and its assigned personnel in providing services on projects of similar magnitude and complexity, especially multi-use buildings and other municipal buildings.
- Be oriented to the construction field, having depth, knowledge, and resources in principles of general contracting, scheduling, contract coordination and compliance, budget control, and familiarity with State, County, and City laws, ordinances, and codes.

CM/GC Main Responsibilities

Design and Pre-Construction Phase:

- Develop a provisional construction CPM schedule indicating methods and sequencing of construction.
- Develop requirements for safety, quality assurance, and schedule adherence.
- Perform a constructability review of the construction documents.
- Perform a maintainability review of the construction documents.
- Provide detailed construction cost estimates to achieve the Owner’s budget.
- Provide analysis of different construction methods in each major trade group for potential quality, cost, and schedule enhancements.
- Develop and maintain a construction budget throughout construction.
- Develop value-engineering options.

Construction Phase:

- Maintain on-site staff for CM.
- Establish and maintain coordinating procedures in conjunction with the Architect and Owner’s Representative.
- Develop and maintain a detailed schedule (CPM) including delivery, approvals,

inspection, testing, construction, and occupancy.

- Conduct and record job meetings.
- Prepare and submit change order documentation for approval by the Architect and the Owner.
- Maintain a system for review and approval of shop drawings.
- Maintain records and submit daily and weekly reports, as well as formal monthly reports, to the Owner.
- Maintain quality control and ensure conformity to plans.
- Provide cost control through progress payment review and verifications according to the approved schedule and contract amounts.
- Develop construction specifications and as-built drawings.
- Coordinate post-completion activities, including the assembly of guarantees, manuals, closeout documents, training, and final acceptance.

Warranty Phase:

- Coordinate, document, and monitor the resolution of remaining "punch-list" items.
- Coordinate, monitor, and resolve all warranty complaints to the satisfaction of the Owner during the one-year general warranty period.

2.3. Additional Requirements

- Deliverables: 100% Construction Documents, estimated probable cost, civil design to include permitting.
- The Vendor is required, before submitting a response, to visit the site of the proposed work and to become familiar with the nature and extent of the site. Site visits must be scheduled through the Purchasing Agent, emarkewich@ci.zephyrhills.fl.us, to minimize disruption to work and staff, and to ensure awareness of who is onsite.
- All such contract activities would be the subject of a signed Contract Task Order with a negotiated fee and format supplemental to a primary contract agreement. No travel time or travel expenses will be considered billable without special prior arrangements. Normal administrative and/or accounting overhead will be considered as covered by the agreed-upon hourly rates for direct professional personnel and will not be considered separately billable.
- The City shall not be held liable for any expenses incurred in connection with the preparation of a response to this RFQ or any costs associated with any activities involved in presentations and discussions or in preparations and execution of a contract resulting from this solicitation.
- The City places significant value on high-quality work and performance, timely access and response, scheduling and cost concerns, risk management/loss prevention, early issue identification, flow of information and communications, congenial working relations, adherence to ethical standards, proactive stand-up accountability, and the demonstration of the same.
- The purpose and intent of this solicitation is to establish contract arrangements in accordance with the State of Florida CCNA requirements. Any such contract(s) resulting from this solicitation process are intended to cover projects and work currently

contemplated, but there is no guarantee on the part of the City that such project work will go forward.

2.4. Acceptance of Applicable Policies and Procedures

Vendors responding to this RFQ agree, by submission of such response, to accept and comply with the City's policies and procedures that apply to the selection process for this project.

Any concerns or issues relating to current policies and procedures may be addressed with City staff, but separate from this selection process.

2.5. Location

Project Site Location: Zephyr Park Rehabilitation, 5th Avenue, Zephyrhills, Florida.

3. TECHNICAL RESPONSE PACKAGE

3.1. Technical Proposal: General

Technical proposals must contain the following information, in the order shown below. All sections will be clearly labeled and presented in a professional format.

- Table of Contents
- Letter of Transmittal
- Executive Summary
- Project Understanding
- Preliminary Schedule & Milestones
- Approach to Projects and Ability to Furnish Required Services
- Services – Pre-Construction Phase
- Management Plan – Construction Phase
- Safety
- Qualifications and Experience of Proposed Project Team
- Successful Experience with Similar Projects
- References
- Capability Statement
- Effect of Project Team on Project Responses

3.2. Table of Contents

Provide a complete table of contents for your proposal:

- List each section of the proposal in order.
- Include corresponding page numbers for each section.

3.3. Letter of Transmittal

Submit a one-page letter on company letterhead:

- Identify the primary contact person for the proposal, including full contact information.
- Have the letter signed by an authorized representative of the firm.

3.4. Executive Summary

Provide a concise summary of your proposal:

- Summarize your firm's understanding of the project, overall approach, and key differentiators.
- Highlight unique qualifications and capabilities without duplicating detailed content from later sections.

3.5. Project Understanding

Demonstrate your understanding of the project:

- Provide a narrative describing the project's goals, objectives, constraints, and success factors.
- Identify any unique challenges and explain your strategies for addressing them.
- Acknowledge the Optional Community Building and confirm your ability to provide pricing and construction planning for this component, if directed by the City.

3.6. Preliminary Schedule and Milestones

Outline your proposed high-level project schedule:

- Identify key project milestones such as design reviews, GMP submission, construction start, substantial completion, and final completion.
- Indicate anticipated durations and critical dependencies.

3.7. Approach to Projects and Ability to Furnish Required Services

Describe your approach and capabilities:

- Indicate if services listed in the Scope of Work will be provided by your firm or by a subconsultant/contractor. If by a subconsultant/contractor, provide the firm's name and specify the services to be provided.
- Describe your firm's specific abilities relative to the Scope of Services, including relevant project experience for building types and delivery methods such as City Hall, municipal, or similar public building construction, utilizing CM/GC or general contracting for similar projects.
- Present any innovative approaches to providing the services or implementing the project.
- Briefly describe your Quality Assurance/Quality Control (QA/QC) Program.

3.8. Services – Pre-Construction Phase

Describe the pre-construction services your firm will provide:

- List the services your firm normally provides for construction management or general contractor services.
- Define "value engineering" and provide two examples where it was successfully applied on previous projects.
- Describe the process your firm will use to obtain a Guaranteed Maximum Price (GMP) and provide bonding for this project.

3.9. Management Plan – Construction Phase

Explain how you will manage the construction phase:

- Present your cost management plan for controlling costs within established limitations during design and construction.
- Present your change order management plan for controlling cost and schedule impacts.
- Describe your procurement plan.
- Describe your subcontractor management plan, including contract document compliance procedures, project accounting procedures, and issue resolution processes.
- Present your closeout management plan for this project.
- Describe your quality assurance plan.
- Describe your mold prevention plan.

3.10. Safety

Describe your safety program:

- Provide your site logistics and safety plan for this project.

3.11. Qualifications and Experience of Proposed Project Team

Provide details on your proposed team:

- Describe your firm's proposed organization for the construction management team, including the Superintendent, Project Manager, Project Director, Cost Estimator, Project Executive, and other key personnel who will manage the project. Identify the specific individuals for each role.
- Provide a résumé for each of the above personnel, indicating the percentage of time they will be committed to this project. (No more than two pages per person.)
- Identify the individual who will lead your construction team from start to finish and act as the primary point of contact between your firm, the Owner, the Architect, and other consultants.
- Provide an organizational chart showing the lines of responsibility and accountability.

3.12. Successful Experience with Similar Projects

Provide examples of relevant past projects:

- List up to 10 recent projects completed within the past five years that demonstrate your firm's proficiency with similar work.
- Include projects with a contract dollar amount of $10,000,000 or more, similar construction type, and similar scope.
- Ensure the list reflects both the firm's experience and the proposed project team's experience.
- For each project, include: project title, location, description, start date, completion date, owner's name and address, contact person, phone number, and email address.
- Indicate whether the project was completed within budget and on time; if not, explain.

3.13. References

Provide professional references:

- Include at least three references for projects of similar size and scope.
- Provide the client name, contact person, title, phone number, and email address for each

reference.

- Ensure all references are current and authorized to discuss your firm's performance.

3.14. Capability Statement

Describe your firm's current capacity:

- Provide a brief statement of your current workload and available resources.
- Demonstrate your ability to meet the project schedule and staffing requirements.

3.15. Effect of Project Team on Project Responses

Explain how your team will be organized for this project:

- Identify the location (city/state) where each element of work will be performed, whether by the prime firm or a subconsultant/contractor, and who in your organizational chart will oversee that work.
- Identify the members of the project team and their locations. If key personnel are not stationed locally, describe how they will be successfully integrated into the project team for timely coordination.
- Confirm that the project team location will be within the greater Tampa Bay region, within an 80 mile radius of Zephyrhills.

4. EVALUATION CRITERIA & RANKING PROCESS

A. General Ranking. The evaluation and ranking of all Competitive responses received shall be accomplished utilizing the criteria described in this Section.

B. Selection Criteria. All responses shall be equally evaluated with respect to the completeness of the data provided, support for all claims made, and the overall approach taken. The following criteria shall be utilized in the evaluation of the response.

4.1. Written Evaluation Criteria

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	**Technical Depth**	Points Based	35 *(35% of Total)*
2.	**Experience and Qualifications of Consultant Firm**	Points Based	20 *(20% of Total)*
3.	**Experience and Qualifications of Key Project Team**	Points Based	15 *(15% of Total)*
4.	**Similar Successful Projects**	Points Based	15 *(15% of Total)*
5.	**References** References may be called regarding the level of satisfaction with services rendered by the by the proposing firm, its technical ability, cost, education of and presentation to Governing bodies.	Points Based	10 *(10% of Total)*

6.	**Project Team Location**	Points Based	5 *(5% of Total)*

4.2. Interview Evaluation Criteria

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	**Overall Impression of Key Team Members**	Points Based	25 *(25% of Total)*
2.	**Methodology Presented to Assure Success**	Points Based	20 *(20% of Total)*
3.	**Ability to Ensure Success within Time and Budget**	Points Based	20 *(20% of Total)*
4.	**Communications**	Points Based	15 *(15% of Total)*
5.	**Responses to Questions and Problem Solving**	Points Based	20 *(20% of Total)*

5. EVALUATION DOCUMENTS

The services being sought under this RFQ are considered to be professional in nature. Consequently, the evaluation of the responses will be based upon consideration of the demonstrated qualifications and capabilities of the Contractor that will result in a short list of three firms to be invited for interviews and presentations to the Evaluation Committee. Factors to be considered in the evaluation shall include, but are not limited to the following:

5.1. Qualifications and experience of the proposed project team.

A. Experience of the project manager and superintendent working together on past projects
B. Quality of references of the proposed project executive's commitment and project leadership
C. Quality of references for the remainder of the proposed team.
D. Assigned team's experience with projects of similar size and scope of work.
E. Assigned team's experience with effective budget control.
F. Assigned team's experience with effective schedule control.

5.2. Management Plan

A. Demonstrated ability to solve complex project issues
B. Firm's cost management plan during design and construction
C. Firm's approach for managing changes within the stated cost and schedule limitations.
D. Firm's approach for competitively administering and evaluating bid packages.
E. Firm's schedule management plan
F. Firm's quality assurance program and plan
G. Firm's close-out plan

5.3. General Ranking

The evaluation and ranking of all Competitive responses received shall be accomplished utilizing the criteria describe in this Section.

6. ADDITIONAL CONDITIONS

The Owner reserves the right to reject any or all Responses received. The Owner is not obligated to request clarifications or additional information but may do so at its discretion. The Owner reserves the right to extend the deadline for submittals.

6.1. Confidentiality of Documents

Upon receipt of a response to the Owner, the response shall become the property of the Owner without compensation to the proponent, for disposition or usage by the Owner at its discretion.

6.2. Event of Tie

In the event of a tie, if one of the businesses involved in the tie is a minority or female owned, they shall be ranked above the other firm or firms involved in the tie.

6.3. Joint Venture

The Owner does not desire to enter into "joint-venture" agreements with multiple Construction Management Firms.

6.4. Evaluation Committee

The Evaluation Committee desires to review information on the firm's major consultants/contractors. The firm is requested to name principal consultants/contractors and submit qualifications, including therein all of the information requested of the firm.

7. VENDOR REQUIREMENTS AND ACKNOWLEDGEMENTS

7.1. FEIN Number*

Enter FEIN Number
*Response required

7.2. LICENSES*

Please upload your State of Florida licenses
*Response required

7.3. Are you a Parent Company?*

Please verify whether you are a Parent Company
☐ Yes
☐ No

*Response required

When equals "Yes"

7.3.1. Parent Company Name*

Enter Parent Company Name

*Response required

When equals "Yes"

7.3.2. Former Parent Company Information, if any*

Enter Former Parent Company/Companies Names

*Response required

7.4. Firm Principal Information*

Enter Name/Title/Phone Number of two Principals in the firm.
*Response required

7.5. Present Office Locations and Number of Personnel*

Enter Present Office locations, City/State/Number of personnel for each
*Response required

7.6. Request for Qualifications Confirmation*

PROJECT IDENTIFICATION NUMBER: 2025-011
PROJECT NAME: Construction Management Services - Zephyr Park Rehabilitation
RFQ DEADLINE: Friday, September 19, 2025, 10:00 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 qualifications 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.
☐ Please confirm

*Response required

7.7. Will you be using subcontractors/consultants?*
☐ Yes
☐ No

*Response required

When equals "Yes"

7.7.1. Subcontractors or Subconsultants for this project.*

Please download the below documents, complete, and upload.

- FIRM_DATA_SHEET_-_SUB-CONSU...

*Response required

7.8. Drug Free Workplace*

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

A. 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.

B. 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.
C. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
D. 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.
E. 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.
F. 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.
☐ Please confirm

*Response required

7.9. Public Entity Crimes*
Please download the below document(s), complete, and upload.

- PUBLIC_ENTITY_CRIMES.docx

*Response required

7.10. Non-Collusive Affidavit*
Please download the below document(s), complete, and upload.

- NON-COLLUSIVE_AFFIDAVIT.docx

*Response required

7.11. No Coercion of Labor Affidavit*
Please download the below documents, complete, and upload.

- 36641134v1_-_Trafficking_Af...

*Response required

7.12. Foreign Country of Concern Attestation*
Please download the below documents, complete, and upload.

- 36994068v1_-_PUR_1355_Forei...

*Response required

7.13. Statement of E-Verify Requirements Compliance*
By confirming, I, the duly authorized representative/agent of the firm I am representing for this bid hereinafter referred to as Successful Respondent, by this Affidavit attest to the following:

The Successful Respondent acknowledges that Section 274A of the Immigration and Nationalization Act and other relevant provisions of law prohibit the employment of unauthorized aliens; that the U.S. Department of Homeland Security has established an E-Verify System that allows employers to verify employee eligibility in an efficient manner; and that the Office of the Governor of the State of Florida has issued Executive Order 11-116, encouraging public agencies not under the control of the Governor to include as a provision of contracts for the provision of goods or services a requirement that contractors and subcontractors utilize the E-Verify System to verify employee eligibility. Successful Respondent hereby affirms and agrees that Successful Respondent is in compliance and shall at all times comply with Section 274A of the Immigration and Nationalization Act and other provisions of law with respect to the hiring of unauthorized aliens. Successful Respondent shall verify the eligibility of its current and prospective employees utilizing the U.S. Department of Homeland Security's E-Verify System during the term of this Agreement. Successful Respondent shall include in all contracts with subcontractors related to this Agreement a provision requiring the subcontractor to comply with Section 274A of the Immigration and Nationalization Act and other provisions of law with respect to the hiring of unauthorized aliens and to verify the employment eligibility of all the subcontractor's current and prospective employees using the U.S. Department of Homeland Security's E-Verify System. The Successful Respondent shall maintain records showing its compliance with the requirements of this paragraph, and shall provide copies of all such records to the City upon request. Failure to comply with any requirement of this paragraph shall constitute a breach of this Agreement for which the City may immediately terminate the Contract without penalty. In the event of such breach or termination, the Successful Respondent shall be liable to the City for any costs incurred by the City as a result of the breach.

IN ACCORDANCE WITH § 837.06, FLA. STAT., SUCCESSFUL RESPONDENT ACKNOWLEDGES THAT WHOEVER KNOWINGLY MAKES A FALSE STATEMENT IN WRITING WITH THE INTENT TO MISLEAD A PUBLIC SERVANT IN THE PERFORMANCE OF HIS OR HER OFFICIAL DUTY SHALL BE GUILTY OF A MISDEMEANOR OF THE SECOND DEGREE, PUNISHABLE AS PROVIDED IN § 775.082 OR § 775.083, FLA. STAT.

☐ Please confirm

*Response required

7.14. Errors and Omissions*

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

☐ Yes

☐ No

*Response required

When equals "Yes"

7.14.1. Explanation of Errors or Omissions Found, if any*

Enter explanation of errors or omissions found or enter N/A

*Response required

7.15. Have you included your Resumes and Organization Chart in your Response*

☐ Yes

☐ No

*Response required

7.16. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusions*

By clicking confirm, the prospective Vendor certifies:

A. 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.

B. Where the Vendor is unable to certify to the above statement, the prospective Vendor shall attach an explanation to this form.

☐ Please confirm

*Response required

7.17. 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

7.18. 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

7.19. 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

7.20. 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

7.21. 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

7.22. 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

7.23. 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

7.24. 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

7.25. 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

7.26. 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

7.27. 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

7.28. 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

7.29. 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

7.30. TELECOMMUNICATIONS 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

7.31. 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

7.32. 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

7.33. 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

7.34. 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

7.35. Addenda*

By clicking below you confirm you are aware of all addenda published and have read all questions and responses to this solicitation
☐ Please confirm

*Response required

7.36. RFQ Acceptance*

Please download the below document(s), complete, and upload.

- ACCEPTANCE.docx

*Response required

7.37. RFQ Technical Response*

Upload your firm's response package.
*Response required

7.38. Redacted Bid containing any information deemed confidential?*

If your response contains any information deemed confidential, provide an additional redacted version of your response labeled “Redacted”. An electronic copy shall be in Microsoft Word or

Adobe – the most recent software version.
☐ Yes
☐ No

*Response required

When equals "Yes"
7.38.1. Upload your redacted copy.*
*Response required

7.39. Point of Contact for Solicitation (Name/Email/Phone)*
*Response required

7.40. Authorized Signatory
7.40.1. Name and Title of Authorized Signatory*
Enter the Name and Title of the Authorized Signatory
*Response required

7.40.2. 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.
☐ Please confirm

*Response required

Zephyrhills
jump right in

Request for Qualifications
Construction Management at Risk Services

Project Identification Number: 2025-011

Zephyr Park Rehabilitation

REEVES
YOUNG



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September 19, 2025

REEVES YOUNG

Mr. William Poe, City Manager
City of Zephyrhills
5335 8th Street
Zephyrhills, FL 33542

Re: Request for Qualifications
Construction Manager at Risk (CMAR) Services
Zephyr Park Rehabilitation

Dear Mr. Poe and Esteemed Board and Selection Committee Members,

Reeves Young is excited to work with the City of Zephyrhills on the rehabilitation of Zephyr Park. Our dynamic portfolio of project experience in parks, fields, trails, and recreation facilities throughout the Southeast matches each essential element of this project. We are eager to bring our proven experience, collaborative spirit, and local presence to ensure this project becomes a vibrant community destination.

Why Reeves Young?

Public Space and Iconic Park Expertise. Reeves Young has delivered more than **30 park projects spanning over 850 acres**. Our portfolio includes high-profile, complex work such as the renovation of Centennial Olympic Park, a project that required balancing innovative design solutions, stakeholder engagement, and strict budget management. This background equips us to address the unique technical and community needs of Zephyr Park, while ensuring every detail is thoughtfully executed.

Successful CMAR Completion. In addition to our proven experience in park projects, our team brings invaluable lessons learned from hundreds of successful CMAR projects, including community and recreation buildings. Our deep expertise in managing projects with similar programmatic and technical elements gives us a distinct advantage. We understand where the challenges lie and how to address them proactively. With this experience, we will ensure that every detail is thoughtfully designed and expertly executed. Additionally, we will bring forward innovative solutions aimed at reducing costs, accelerating the construction schedule, minimizing long-term maintenance, and enhancing the overall functionality and user experience of the facility.

Field Office in Tampa. Reeves Young maintains a field office in Tampa, less than 30 miles from Zephyrhills. This office serves as our operational hub for ongoing projects in the region, including the **rehabilitation of the Mid-Florida Live Nation Amphitheater**. Our proximity ensures leadership, field staff, and project support are accessible and responsive to the City's needs throughout the life of the project.

Reeves Young is ready to **"jump right in"** with our knowledge, experience, and collaborative approach. With proven expertise and a deep commitment to your mission, Reeves Young is prepared to create an extraordina**RY** park the City of Zephyrhills can be proud of for generations.

Sincerely,

Reeves Young, LLC

Mike Iezzi, Primary Contact Person
Business Unit Leader-Commercial
m:404.391.5482
miezzi@reevesyoung.com

Take a tour of our most recent CMAA award-winning park project, Suwanee Town Center on Main!

REEVES YOUNG

AUTHORITY TO SIGN

January 7, 2025

I, Eric Young, Managing Member of Reeves Young, do hereby grant Mike Iezzi the authority to execute certain documents on behalf of the company without attestation, which specifically include Owner Agreements, Contracts, Subcontracts, Purchase Orders, Payment and Performance Bonds and Project Qualification Documents as necessary to conduct the business and normal operations of the company.

Eric Young
CEO, Managing Member

Mike Iezzi
Business Unit Leader

Sworn to and subscribed before me this

7th day of January, 2025.

SCARLETH I VALERIANO
NOTARY
EXPIRES
GEORGIA
SEPTEMBER, 26TH 2025
PUBLIC
GWINNETT COUNTY

Scarleth I. Valeriano
Notary Public

My Commission Expires: September 26, 2025

45 Peachtree Industrial Boulevard, NW, Suite 200
Sugar Hill, GA 30518

770.271.1159
reevesyoung.com

About Reeves Young

Since 1952, Reeves Young has been building solid relationships. Everything we build, from 30 feet below the ground to 30 floors above, is about people. Our relationships allow us to work closely with our clients to understand the details and skillfully plan, schedule, and execute every project. We look out for our client's best interests, preemptively resolving concerns and knowing that our success depends on theirs. Reeves Young has allocated our top-tier personnel with proven expertise in community-focused construction to this effort. These dedicated professionals are fully available and prepared to engage from day one to day done, ensuring seamless project execution.

Staffing and Office Locations

Reeves Young is a fully integrated construction company comprising four business units: Commercial, Heavy Civil, Water Resources, and Industrial. Each group stands independent as their respective scopes of work are different, however, each group's ability to perform at a high level is bolstered by the experience and expertise of the others. With over 730 employees across four offices in the Southeast, Reeves Young is a leader with a proven track record of delivering successful projects across diverse sectors. Our deep local roots provide specialized market insight, trusted subcontractor relationships, and the expertise to deliver exceptional results throughout the region.

Understanding of the Project

Reeves Young is uniquely positioned to deliver the Zephyr Park Rehabilitation through our proven expertise in complex municipal park and community projects. **Having successfully completed more than 30 park developments totaling over 850 acres across the Southeast**, we understand the scope, complexity, and community impact of this type of project.

Our approach is grounded in proactive collaboration with the City of Zephyrhills and Kimley-Horn to ensure constructability, value engineering, and cost certainty from the outset. We bring deep knowledge of the programmatic and technical elements involved, such as playgrounds, splash pads, trails, pavilions, and community facilities, which allows us to anticipate challenges and develop practical solutions before they impact budget or schedule.

Reeves Young's differentiators lie in our ability to combine technical excellence with innovation. We will leverage lessons learned from similar municipal projects to introduce cost-saving measures, accelerate delivery, and reduce long-term maintenance while enhancing the park's overall functionality, durability, and user experience. Our commitment to quality and accountability ensures every detail is thoughtfully designed, expertly executed, and aligned with the City's vision for a vibrant, community-centered park that will serve generations to come.



Historic Old Fourth Ward Park

Environment. Lakes. Wetlands. Preservation.

Reeves Young provides turnkey site development and utility infrastructure services on high-profile park projects that support state and local municipalities. We have constructed lakes, ponds, wetlands, and have been involved in major environmental transformations on parks.

Reeves Young is ready to *jump right in* to this project!

Over 30 Park Projects totaling over 850 Acres

No team has successfully completed more parks and recreation projects in the Southeast than Reeves Young. We understand the key components of parks and recreation design including splash pads, trails, landscaping, playgrounds, community centers and gymnasiums, as well as the significant amount of sitework and design required to make them possible.



Award Winning Avondale Town Center

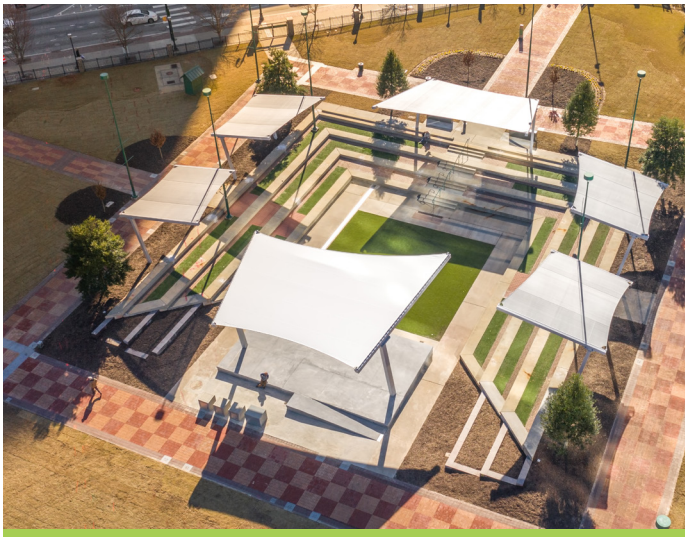
- 73 Years of Construction Expertise
- Dynamic Portfolio of Award Winning Parks
- Licensed General Contractor in Florida
- Self-Perform Capabilities
- Trusted Advisor for Municipalities
- Experience includes playgrounds, splash pads, walking trails, pavilions and stages, landscape, hardscape, and public art!



Award Winning Westside Park



Award Winning Old Fourth Ward Park Splash Pad



Centennial Olympic Park Renovation



Kathryn Johnston Memorial Park

Over 100 Projects with Kimley-Horn

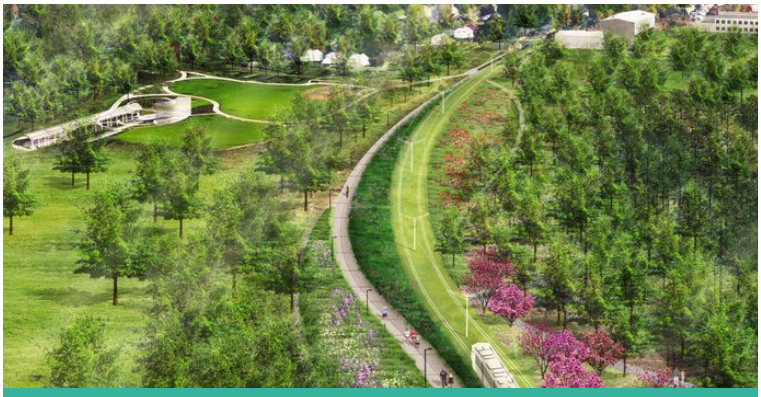
Reeves Young and Kimley-Horn have built a strong and enduring partnership, successfully delivering more than 100 projects across the Southeast. This proven track record reflects not only our ability to integrate creative design with practical constructability, but also the deep trust and efficiency developed from years of collaboration. Our teams don't just work together, we anticipate each other's processes, creating seamless coordination that reduces learning curves, accelerates problem-solving, and drives solutions tailored to each project's unique needs. From parks, trails, and entertainment venues, we have consistently demonstrated our shared ability to develop, improve, and preserve vital infrastructure and public spaces. This history of success translates directly into value for the Zephyr Park Rehabilitation project, where our combined expertise ensures a smooth design-build delivery that prioritizes your goals and vision at every step.



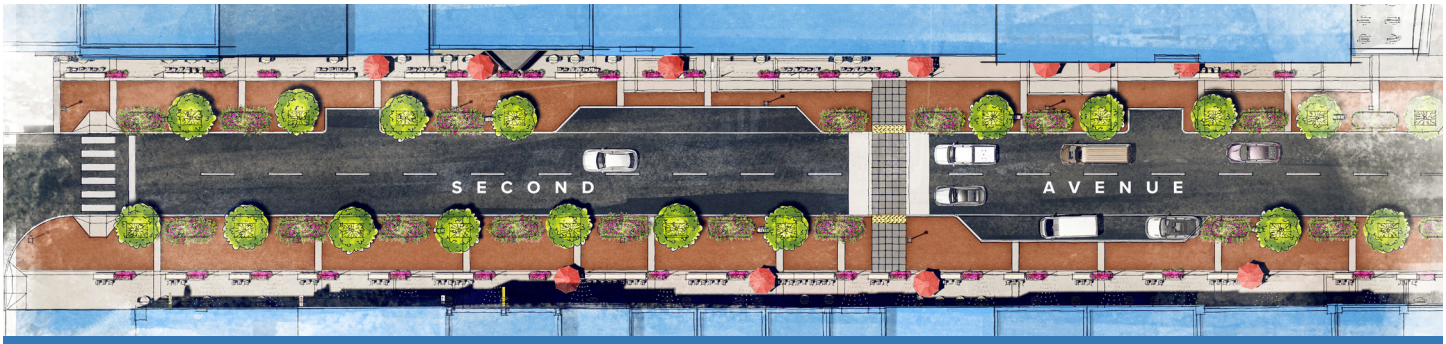
Woodruff Park Renovations



Greenville County Square Redevelopment



Atlanta Beltline Southside Trail



City of Nashville Second Avenue Restoration



Provide a narrative describing the project's goals, objectives, constraints, and success factors.

Project Goals and Success Factors

Reeves Young understands the City of Zephyrhills has a clear vision to transform this 50-acre community landmark into a premier recreational destination that reflects the values, history, and needs of its residents.

Guided by the master plan, the project's goals are to:

- **Enhance Recreational Opportunities:** Introduce a diverse range of features, including a splash pad, multiple playgrounds, fitness areas, nature trails, and a performance stage, that appeal to all ages and encourage year-round use.
- **Celebrate Community Identity:** Incorporate history gardens, public art, and iconic focal points like the pedestrian bridge to honor Zephyrhills' heritage while creating memorable spaces.
- **Promote Health and Wellness:** Develop trails, fitness zones, and active recreation areas that support walking, cycling, and outdoor exercise, aligning with the community's high preference for walking and fitness (as shown in the public preference study on page 4 of the Master Plan).
- **Foster Gathering and Connection:** Provide spaces for family picnics, weddings, concerts, and community festivals.
- **Deliver Long-Term Value**: Ensure the park is sustainable, maintainable, and adaptable for future programming.

The project's success will be measured by delivering a high-quality park that stays within budget, achieves the Guaranteed Maximum Price (GMP) milestone, and opens on schedule while providing safe, accessible, and lasting value to the citizens of Zephyrhills.

Success Factors

Reeves Young will collaborate early with Kimley-Horn and the City of Zephyrhills to provide value management, cost estimating, and constructability input throughout the design process, ensuring the delivery of the highest-quality park within budget. Safety and accessibility will be prioritized through the development of site-specific safety and logistics plans that protect both the public and workers, especially given the park's central location. Construction will be carefully phased to open select amenities early while minimizing disruption to surrounding neighborhoods.

Leveraging our proven experience in municipal, recreational, and community-focused projects, Reeves Young is committed to delivering the level of quality and accountability the City of Zephyrhills expects.

Identify any unique challenges and explain your strategies for addressing them.

Unique Project Challenges

Reeves Young will address several project-specific challenges:

Environmental Sensitivity: The park is centered around a large lake and mature tree canopy. Construction sequencing must protect water quality, maintain healthy ecosystems, and preserve iconic trees. Reeves Young will implement best practices for stormwater management, erosion control, and tree protection zones during construction.

Community Expectations: With strong community engagement, the public will hold high expectations for timely delivery and visible quality. Reeves Young will provide transparent progress updates, deliver visible "early wins" (such as trail enhancements), and incorporate value engineering to protect amenities most desired by residents.



Complex Program Variety: The park integrates diverse features, from splash pads and playgrounds to pavilions, art installations, and bridges, requiring tight coordination across trades and disciplines. Reeves Young will leverage phased bid packaging and early involvement of specialty subcontractors to ensure accurate pricing and constructability review.

Budget and Schedule Adherence: The City requires the CMAR to commit to a GMP at the 90% design stage. Reeves Young will establish continuous cost modeling and constructability reviews throughout design to mitigate cost overruns and achieve a buildable GMP.

Acknowledge the Optional Community Building and confirm your ability to provide pricing and construction planning for this component, if directed by the City.

Optional Community Building

The RFQ identifies a potential 6,000 SF community building as an optional component. Reeves Young fully acknowledges this request and affirms our ability to provide comprehensive pricing, including detailed cost estimating and GMP analysis, should the City elect to proceed. This scope can be delivered either as a standalone package or seamlessly integrated as an additive alternate.

If directed, our team will incorporate the community building into the overall master schedule, ensuring coordinated utilities, site circulation, and community access without disruption to the larger park program.

Reeves Young brings extensive municipal and community building expertise, having successfully delivered civic spaces that balance functionality, flexibility, and long-term value. We will apply this experience to create a facility that complements the park's character and supports the City's vision for expanded programming and community engagement.

Experience with Park Community Buildings









Preliminary Schedule and Milestones

Outline your proposed high-level project schedule:

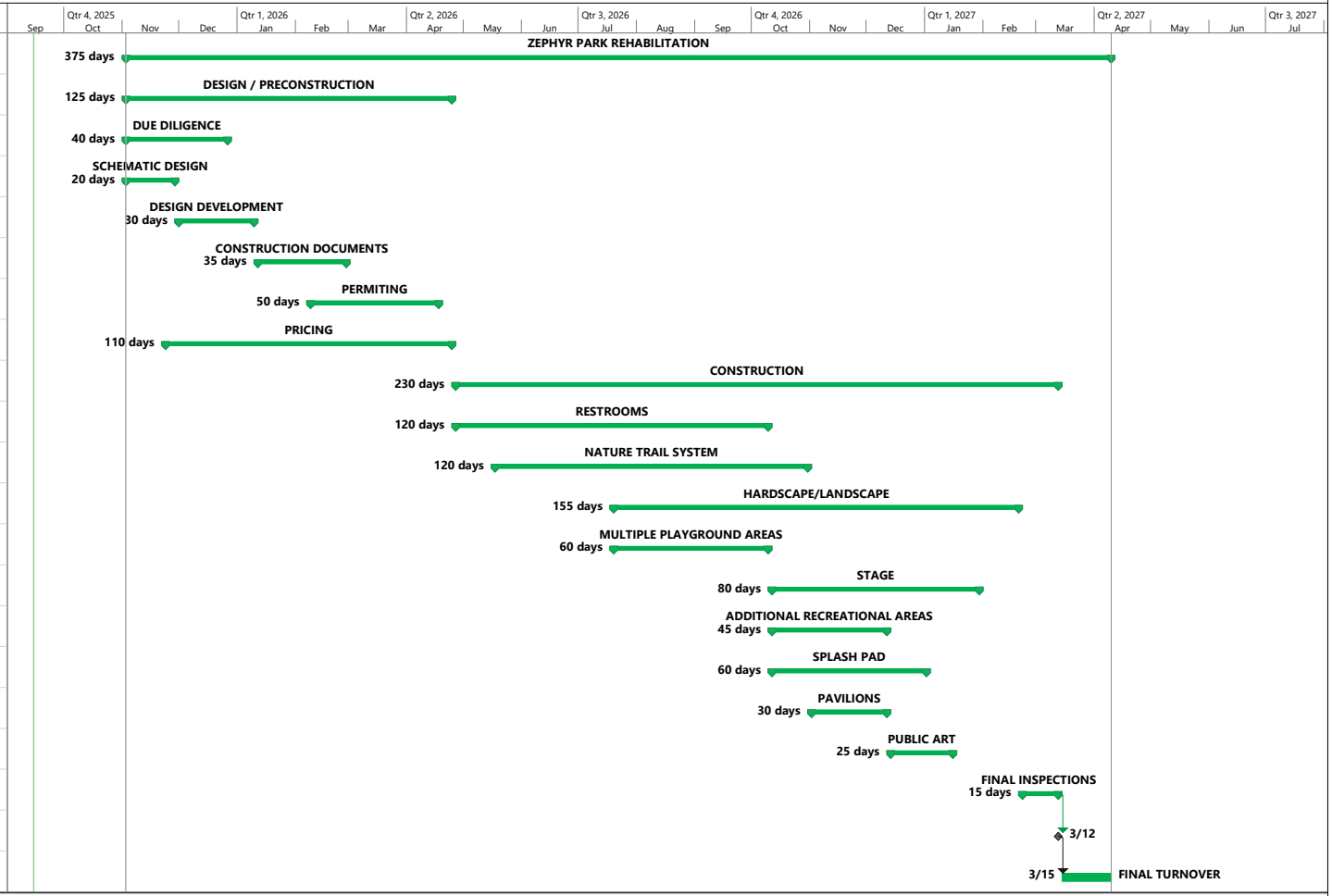
- *Identify key project milestones such as design reviews, GMP submission, construction start, substantial completion, and final completion.*
- *Indicate anticipated durations and critical dependencies.*

REEVES YOUNG

ZEPHYR PARK REHABILITATION - ZEPHYRHILLS, FL

Zephyrhills jump right in

ID	Task Name	Duration
1	ZEPHYR PARK REHABILITATION	375 days
2	DESIGN / PRECONSTRUCTION	125 days
3	DUE DILIGENCE	40 days
6	SCHEMATIC DESIGN	20 days
10	DESIGN DEVELOPMENT	30 days
15	CONSTRUCTION DOCUMENTS	35 days
19	PERMITING	50 days
22	PRICING	110 days
28	CONSTRUCTION	230 days
29	RESTROOMS	120 days
32	NATURE TRAIL SYSTEM	120 days
34	HARDSCAPE/LANDSCAPE	155 days
43	MULTIPLE PLAYGROUND AREAS	60 days
48	STAGE	80 days
51	ADDITIONAL RECREATIONAL AREAS	45 days
54	SPLASH PAD	60 days
58	PAVILIONS	30 days
62	PUBLIC ART	25 days
67	FINAL INSPECTIONS	15 days
70	CO/SUBSTANTIAL COMPLETION	0 days
71	FINAL TURNOVER	20 days



Project: Zephyr Park Rehab
Date: Mon 9/15/25

Task | Split | Milestone | Summary | Project Summary | Inactive Task | Inactive Milestone | Inactive Summary | Manual Task | Duration-only | Manual Summary Rollup | Manual Summary | Start-only | Finish-only | External Tasks | External Milestone | Deadline | Progress | Manual Progress

Page 1

Design and Preconstruction Phase Activities

Reeves Young has ***"jumped right in"*** to deliver numerous park projects that align with the delivery method, size, and scope of the Zephyr Park Rehabilitation. With 73 years of proven experience, we bring valuable lessons learned and a deep understanding of the unique strategies required to design and build a project of this nature. By beginning with the end in mind, our team has developed a clear, winning approach that ensures successful execution from concept through completion.



TASK 1
Develop a provisional critical-path method (CPM) project schedule.

Who: Mike Iezzi, Marco Donjuan, Nick Turner
When: Upon project award.
Team Members Impacted: Reeves Young, Kimley-Horn, City of Zephyrhills, and any key stakeholders

TASK 2
Develop requirements for safety, quality assurance, and schedule adherence.

Who: Mike Iezzi, Marco Donjuan, Nick Turner, Adam Scott
When: During Preconstruction.
Team Members Impacted: Reeves Young

TASK 3
Perform constructability and maintainability reviews.

Who: Mike Iezzi, Marco Donjuan, Adam Scott
When: Upon project award.
Team Members Impacted: Reeves Young, Kimley-Horn

TASK 4
Provide detailed construction cost estimates to achieve the City's budget.

Who: Adam Scott
When: Upon project award.
Team Members Impacted: Reeves Young

TASK 5
Develop a construction budget (schedule of values) to be maintained throughout construction.

Who: Mike Iezzi, Marco Donjuan
When: Once GMP is established.
Team Members Impacted: Reeves Young

TASK 6
Maintain and update the project schedule.

Who: Reeves Young Team
When: Throughout duration of project.
Team Members Impacted: Reeves Young

TASK 7
Regularly attend project planning and coordination meetings with City of Zephyrhills and Kimley-Horn as required.

Who: Mike Iezzi, Marco Donjuan, Nick Turner
When: Throughout duration of project.
Team Members Impacted: City of Zephyrhills, Reeves Young, Kimley-Horn



TASK 8
Assist in permitting processes.

Who: Mike Iezzi
When: Once permit documents are issued by Kimley-Horn.
Team Members Impacted: Reeves Young, Kimley-Horn

TASK 9
Develop a Guaranteed Maximum Price (GMP) for construction.

Who: Adam Scott
When: During design and preconstruction and finalized during bid and award phase.
Team Members Impacted: Reeves Young

Bidding and Award Phase Activities

TASK 1
Prepare bid packages and sample contracts for subcontractors.

Who: Adam Scott
When: During Preconstruction.
Team Members Impacted: Reeves Young

TASK 2
Develop requirements to ensure schedule, cost and quality control during construction.

Who: Mike Iezzi, Marco Donjuan, Nick Turner, Adam Scott
When: Already completed prior to project award.
Team Members Impacted: Reeves Young

TASK 3
Provide a provisional CPM construction schedule for issuance with bid packages.

Who: Mike Iezzi
When: Prior to bids being issued.
Team Members Impacted: Reeves Young

TASK 4
Identify prospective bidders.

Who: Adam Scott
When: Prior to bids being issued.
Team Members Impacted: Reeves Young

TASK 5
Schedule and conduct pre-bid conferences in conjunction with City of Zephyrhills and Kimley-Horn.

Who: Mike Iezzi, Marco Donjuan, Adam Scott
When: Before bids are due.
Team Members Impacted: City of Zephyrhills , Reeves Young, Kimley-Horn

TASK 6
Advertise and distribute bid documents.

Who: Adam Scott
When: During bid and award phase.
Team Members Impacted: Reeves Young

TASK 7
Monitor bidder activity.

Who: Adam Scott
When: During bid and award phase.
Team Members Impacted: Reeves Young

TASK 8
Review and analyze bids. Make recommendations for subcontractor selection for the City's approval.

Who: Mike Iezzi, Marco Donjuan, Adam Scott
When: Once all bids are received and validated.
Team Members Impacted: Reeves Young

TASK 9
Award contracts to owner-approved subcontractors and suppliers.

Who: Mike Iezzi, Marco Donjuan
When: Once all bids are received and validated.
Team Members Impacted: Reeves Young

TASK 10
Maintain and update the project schedule.

Who: Mike Iezzi, Marco Donjuan, Nick Turner
When: Throughout project duration.
Team Members Impacted: Reeves Young

Key decision milestones will keep the team on track toward the bidding and award phase.



Construction Phase Activities

TASK 4
Develop and maintain a detailed CPM schedule for submittals, materials delivery, testing and inspections, construction, and occupancy.

Who: Marco Donjuan, Nick Turner
When: During Bid/Award phase.
Team Members Impacted: Reeves Young

TASK 3
Establish and maintain coordinating procedures.

Who: Marco Donjuan, Nick Turner
When: During Bid/Award Phase.
Team Members Impacted: Reeves Young

TASK 5
Perform work by own forces and supervise the work of subcontractors.

Who: Nick Turner
When: During course of construction.
Team Members Impacted: Reeves Young

TASK 2
Manage the construction of the project.

Who: Marco Donjuan
When: Throughout duration.
Team Members Impacted: Reeves Young

TASK 6
Provide a project safety plan to meet OSHA requirements. Monitor subcontractors' compliance without relieving them of responsibility to perform. Work in accordance with the best acceptable practices.

Who: Reeves Young Project Team and RY Safety Director
When: Before Bid/Award Phase.
Team Members Impacted: Reeves Young

TASK 1
Provide and maintain qualified and sufficient onsite staff, acceptable to City of Zephyrhills, for construction management at risk services.

Who: Marco Donjuan
When: Upon Award.
Team Members Impacted: Reeves Young

TASK 10
Maintain records and submit daily reports, biweekly reports and formal monthly reports to the City of Zephyrhills and Kimley-Horn.

Who: Marco Donjuan, Nick Turner
When: During Construction.
Team Members Impacted: Reeves Young

TASK 11
Maintain quality control and ensure conformity to construction documents.

Who: Nick Turner
When: During construction.
Team Members Impacted: Reeves Young

TASK 12
Provide cost control through progress payment review and verifications according to the approved schedule and contract amounts.

Who: Marco Donjuan
When: During Preconstruction and Construction.
Team Members Impacted: Reeves Young

TASK 9
Maintain a system for review and approval of shop drawings.

Who: Marco Donjuan, Kimley-Horn
When: Before Construction.
Team Members Impacted: Reeves Young, Kimley-Horn

TASK 8
Prepare and submit change proposals and other change order documents for approval by the City and Kimley-Horn.

Who: Marco Donjuan
When: As Needed.
Team Members Impacted: City of Zephyrhills, Reeves Young, Kimley-Horn

TASK 13
Maintain record documents on site. Update on a continuous basis.

Who: Marco Donjuan
When: During course of project.
Team Members Impacted: Reeves Young

TASK 7
Conduct and record job meetings.

Who: Marco Donjuan
When: During course of project.
Team Members Impacted: Reeves Young

Construction Phase Activities

TASK 14
Maintain surrounding streets and parking lots in full operation during the entire length of the construction project.

Who: Nick Turner
When: During course of construction.
Team Members Impacted: Reeves Young

TASK 15
Coordinate construction activities with neighboring building operations and functions.

Who: Nick Turner
When: Prior to groundbreaking and during construction.
Team Members Impacted: Reeves Young

TASK 16
Coordinate construction staging plans with the City of Zephyrhills and Kimley-Horn

Who: Marco Donjuan, Nick Turner
When: Prior to materials arriving at site.
Team Members Impacted: Reeves Young, City of Zephyrhills, Kimley-Horn

TASK 17
Coordinate and schedule City-provided independent testing laboratories and ensure required material testing meets contract requirements

Who: Nick Turner
When: As Needed through Construction.
Team Members Impacted: Reeves Young, Kimley-Horn, City of Zephyrhills

TASK 18
Develop as-built drawings and deliver to Kimley-Horn for inclusion into a CAD disk to be submitted by Kimley-Horn for maintenance and operations use.

Who: Marco Donjuan, Nick Turner
When: During course of project; finalized 30 days before Substantial Completion.
Team Members Impacted: Reeves Young, Kimley-Horn

TASK 19
Coordinate post-completion activities including the assembly of guarantees, manuals, close-out documents, and training for City's final acceptance.

Who: Nick Turner
When: 45-60 days before Substantial Completion.
Team Members Impacted: Reeves Young, City of Zephyrhills

Warranty and Closeout Activities

Our closeout is important because it is your beginning. Reeves Young begins preparing for the closeout phase at the start of the project by beginning with the end in mind. We will provide all final warranty, as-builts, and other closeout items within 30 days of substantial completion.



TASK 1
Coordinate and monitor the resolution of remaining punchlist items.

Who: Marco Donjuan, Nick Turner
When: **We strive for zero punch items!**
Team Members Impacted: Reeves Young, City of Zephyrhills, Kimley-Horn

TASK 2
Coordinate, monitor and resolve all warranty items to the satisfaction of the City of Zephyrhills during the one-year general warranty period.

Who: Marco Donjuan, Nick Turner
When: **We strive for zero warranty complaints!**
Team Members Impacted: Reeves Young, City of Zephyrhills

TASK 3
Participate in 11-month warranty walk-through with the City of Zephyrhills and Kimley-Horn and address warranty items as required.

Who: Mike Iezzi, Marco Donjuan, Nick Turner
When: 11 months after the Substantial Completion Date.
Team Members Impacted: Reeves Young, City of Zephyrhills, Kimley-Horn

Zephyrhills
jump right in

Describe your approach and capabilities: Indicate if services listed in the Scope of Work will be provided by your firm or by a subconsultant/contractor. If by a subconsultant/contractor, provide the firm's name and specify the services to be provided.

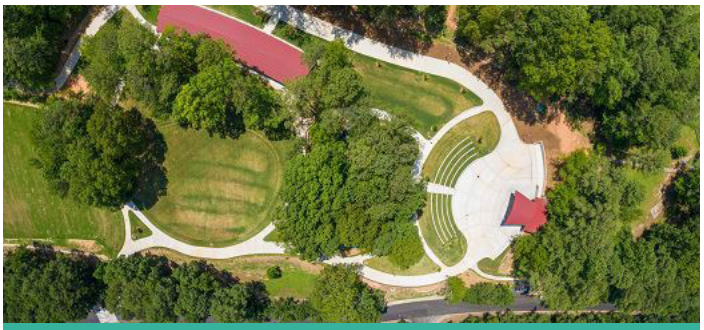
Reeves Young will be performing the services as prime contractor.

Describe your firm's specific abilities relative to the Scope of Services, including relevant project experience for building types and delivery methods such as City Hall, municipal, or similar public building construction, utilizing CM/GC or general contracting for similar projects.

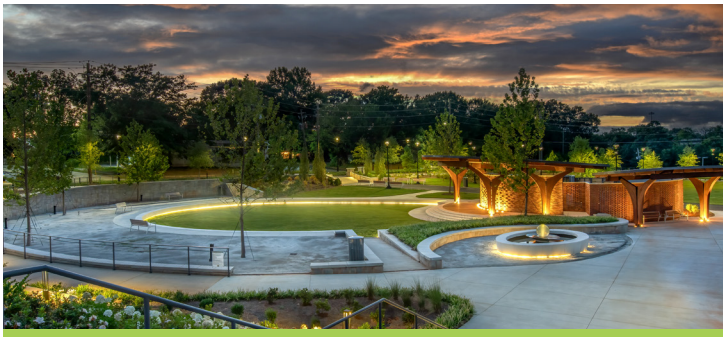
Over 350 CMAR Projects for Municipal Clients

80% of our team's project portfolio consists of publicly funded municipal projects.
Reeves Young understands fiscal transparency, prudent use of taxpayer funds and the opportunity for constituents to participate in the project as contractors, vendors and workers is an important component of your project. Our portfolio of projects completed through the CMAR process for municipal clients includes:

- Parks and Recreation Centers
- Community Centers
- Senior Centers
- City Halls
- Public Safety Facilities
- Administration Buildings
- Community Resource Centers...and more!



Park with Great Lawn and Amphitheater



Amphitheater with Lawn Seating



Splash Pad



Park Multipurpose Building



Amphitheater with Terraced Seating

Diversity of CMAR Projects for Municipal Clients



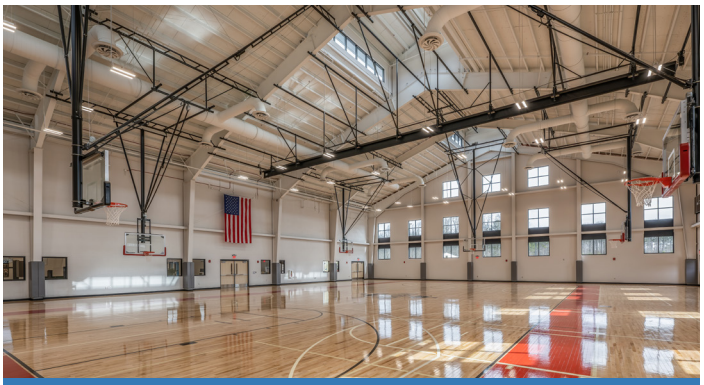
City Halls



Fire Stations



Administration Buildings



Recreation Centers with Gymnasiums



Fleet Maintenance Buildings



Public Safety Buildings



Transportation Headquarters



Sports Complexes

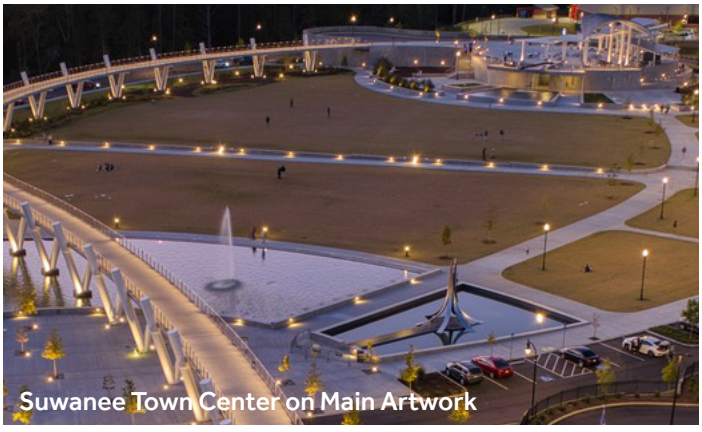
Present any innovative approaches to providing the services or implementing the project.

Reeves Young's approach to providing services at Zephyr Park focuses on leveraging innovation, sustainability, and community engagement to deliver a park that reflects the City's vision while maintaining cost and schedule certainty.

During preconstruction, we will implement real-time cost modeling and constructability simulations, enabling the design team and City staff to see the budget and schedule impacts of design decisions immediately and resolve potential conflicts before construction begins. This process will also integrate community feedback gathered during the master planning phase to ensure that park features, such as the splash pad, playgrounds, pavilion and stage, are prioritized and phased to meet public expectations.

Our construction phasing plan is designed to minimize disruption by keeping portions of the park open throughout the rehabilitation, while temporary "pop-up" recreational features maintain community engagement and visibility of progress. Sustainability is central to our approach, incorporating smart irrigation, rainwater capture, low-carbon materials, and native plantings to reduce operating costs and improve long-term resilience. Value engineering will focus on preserving the experiential intent of the master plan, enhancing visitor experiences while identifying efficiencies in construction methods, including prefabrication and modular solutions for optional facilities.

Throughout construction, our team will maintain transparency through a digital project dashboard that tracks budget, schedule, and risk management, while predictive analytics proactively identify potential challenges.



Suwanee Town Center on Main Artwork

Finally, we will enhance community ownership of the project through on-site educational programs, artist collaboration for public art installations, and cultural tie-ins during construction milestones. This comprehensive strategy ensures Zephyr Park is delivered as a high-quality, sustainable, and community-driven destination, while fully honoring the City's budget, schedule, and vision.

Briefly describe your Quality Assurance/Quality Control (QA/QC) Program.

Quality Control

Reeves Young's Site-Specific Quality Control Program requires work plans for each scope of work. These work plans identify what is needed to successfully complete the tasks (how many workers, what materials, what tools, etc.). They also identify pertinent specification sections, drawings, and submittals, along with the steps that will be taken to complete each task.

Through this process, any potential "Bumps in the Road" are identified, and what will be done to prevent them. This strategic planning inevitably leads to improved production, fewer mistakes, and a higher-quality finished product.

Subcontractor and Supplier Standards

Your Superintendent will conduct meetings with all subcontractors and suppliers prior to the commencement of work. These meetings will review the requirements outlined in the contract documents, facilitate coordination with other trades, and address any complexities related to the project. The Owner, Architect, and other stakeholders are encouraged to participate in these discussions.

Specific methods of quality control, such as a concrete pour card, are also reviewed and agreed upon through this process. A punch list will also be implemented early in the project using Procore. Transparency in the punch list process allows for any issues with quality or performance to be documented and corrected in a timely manner. It also makes the closeout process at the end of the project much more efficient. Throughout the project, it will be the team's approach that all work must meet Reeves Young's high quality standards before we look for your team's approval. Our Superintendent understands that one of their key responsibilities is ensuring that all subcontractors meet these requirements.

Describe the preconstruction services your firm will provide. List the services your firm normally provides for construction management or general contractor services.

Approach to Preconstruction Services

During Preconstruction, Reeves Young will manage value, cost, time, and plan for quality and safety.

The first component of preconstruction is **listening to understand our client's goals**. The second component is **gathering data** to make sure all project needs are identified and captured for execution. The third component is **developing a project strategy** that will bring about the highest quality and best use for your project.

Within these broader buckets, Reeves Young will continually refine needs, wants, cost, time, and implementation until the entire project team agrees and the project transitions to the procurement and construction phases. We will establish a responsive cost model that will immediately track the impact of design possibilities and decisions to the project budget.

Developed in fine detail with hundreds of line items, this model will create a very accurate estimate as design is finalized. While every professional estimator can quantify and price items, Reeves Young's team of estimators are different in that they are paid to identify what should and could be part of the design – even if it is not designed yet. Knowing and applying typical design and installation details means our team is intuitive and connects dots for you. It is a proactive leadership approach that gives you great accuracy in decision making and expedites the design and preconstruction process.

Our Preconstruction Services include:

Schedule Development & Monitoring

Upon project award and project kick-off, Reeves Young will develop a schedule to ensure that strategy development is of suitable duration and allows for adequate construction duration. This ensures that your project will be completed per your identified deadline. During design development, there will be key decision milestones which will keep the team on track toward the bidding and construction phases.

As design is refined, the construction schedule is also refined. Our team will utilize the Critical Path Method for scheduling to identify which items have a disproportionate influence on timely completion of the project and ensure that critical items are completed as scheduled. We will monitor the schedule daily to ensure your team and all key stakeholders understand the impact of their daily actions to the overall team and project. You will have confidence in this project throughout the duration and will understand the status of schedule at all times.

Alignment and Synergy

From the start, we will work collaboratively with The City of Zephyrhills and Kimley-Horn Design to provide accurate pricing and constructability data that will support the conceptual design and maintain the overall design intent. Our collaborative approach will proactively prevent issues from appearing in the construction phase, as well as allow us to keep an eye on the design schedule so that we can move into the construction phase in a timely manner. We will work to release specific long lead time items to ensure the project stays on track or to accelerate the schedule if desired.

Cost Certainty

Reeves Young has an ongoing, engaged relationship with the commercial construction marketplace in Georgia. We price multiple projects daily and have a precise understanding of costs in today's market conditions for both underground and vertical construction. Our team will provide accurate conceptual pricing immediately and highly specific data concurrent with design options under consideration. We parallel design decisions with highly detailed cost data so that you have accurate information when you need it and can make informed decisions from the start. Starting with the ideal bottom line, we will adjust each line item in the budget as design decisions are made, allowing you to decide how and where to invest your money. We will monitor the design process to ensure it mirrors the programmatic framework, thus neutralizing potential for design scope creep.

Prequalification of Trade Contractors

With Reeves Young's substantial history in the Southeast construction market, we have established lasting relationships with a wide range of subcontractors. These subcontractors and trade partners have been vetted for financial stability, licensing, skill, and performance history prior to ever being solicited for a bid.

Our team reviews the three lowest priced and most responsive bids for further examination. We conduct pre-contract meetings with these subcontractors to discuss corporate stability, quality expectations, and all components of their scope. This process ensures that our chosen subcontractors, vendors, and suppliers are stable and capable of performing for this project. The expectations for quality and all associated deliverables become part of the binding contract agreement made with the subcontractor, vendor, or supplier best suited for your project.

Planning for Quality

Beginning with the end in mind, we start building in quality control measures during the Preconstruction process. We utilize Scope Specific Checklists compiled from over 73 years of lessons learned in order to verify scope on all aspects of the project. These checklists define quality construction from a hands-on, field tested perspective and ensure that no details are overlooked.

Constructability Reviews

As design is being discussed, Reeves Young is considering constructability. Our Project Team will offer experience-based recommendations on ways to ensure basic constructability as well as ways to create construction efficiencies. Formally, our team will review the completed drawings and phased completion of the construction documents to ensure that they are complete and that corresponding details are accurate. Our goal is to have zero RFI's in the field. As construction management and general contracting experts, our value is the ability to visualize design and translate it to reality on the job site. During the design process, we will continuously monitor the design for best methodology, material, and approach. Particularly important is the interface and connectivity of different materials and the prevention of water intrusion.

Construction Detailing Clarifications

Our team has developed a process that anticipates issues that may arise and initiates conversations early in the design process to prevent issues later. This team is great with communication and coordination. We look several weeks to months ahead to identify items that may become issues and we work to mitigate those issues. Our team's project history has allowed us to establish insights into areas of design that typically need clarification.

We will review all design drawings, making note of any areas needing clarification and sharing with the team so that the final product is a facility that is truly comprehensive and constructable.

Ensuring Effective Communication throughout Preconstruction

For Reeves Young, effective communication is achieved through scheduled preconstruction meetings with subcontractors, vendors, and trade partners. These meetings provide an opportunity to communicate the requirements and expectations of the project to all parties required to complete the work. At this meeting, the approved drawings and documents will be available and thoroughly reviewed by all parties with major items being discussed to reduce possible conflicts or delays. The meeting allows for review and discussion of logistics and implementation procedures to align with the project scope and schedule.

Define "value engineering" and provide two examples where it was successfully applied on previous projects.

Value Engineering on Parks

At Reeves Young, we begin every project with the end in mind. By integrating our Preconstruction and Project Management teams with your design team from day one, we create a collaborative environment where the design is carefully aligned with the budget from the start. This early involvement allows us to "draw once," reducing the risk of multiple revisions that can increase costs, delay schedules, and introduce errors.

We view value engineering not as cutting scope or reducing quality, but as building value from the very beginning. By aligning budget and vision early, we avoid costly redesigns and provide reliable cost certainty so you can make informed decisions with confidence.

Our philosophy goes beyond cost savings. We leverage our development and parks experience, along with trusted subcontractor partners, to analyze materials and methods for quality, functionality, and long-term performance. This early collaboration adds value rather than cutting it, delivering park projects that are not only budget-conscious but also durable, functional, and built for lasting community impact.

Much of Reeves Young's value management comes from our willingness to dig deep into the details to arrive at the essential facts. We then craft a solution that works with a verified reality. This results in a "right price" for each component and a project cost that is essential and accurate.

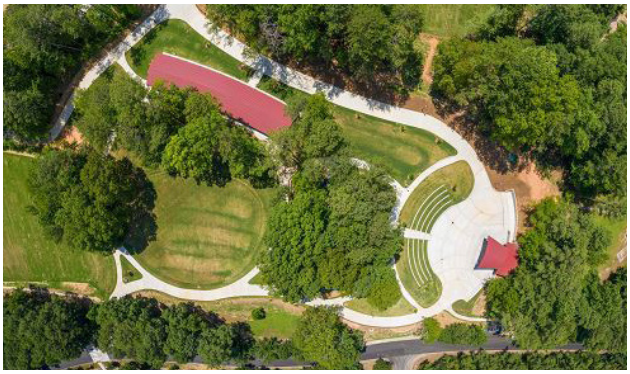
Case Studies

Cherokee Veteran's Park

Previously unknown underground streams were discovered during this project. Reeves Young worked with closely with geotechnical engineering firm to confirm stream flow conditions in very specific areas and crafted a stream diversion system that was one quarter of the cost of the solution originally proposed by the engineer. Our solution, which was accepted by the engineer and Owner, **resulted in a saving to the project of $75,000.**

Brook Run Park

Reeves Young evaluated the conceptual plan at a programmatic level and identified the cost at $8.2M, $1.3M over the City's approved budget. Working closely with the Designer, we refined the plan to preserve program features and quality while meeting budget goals. We proposed replacing granite-faced block amphitheater walls with concrete seating walls, saving $25,000. Using 3-D heavy civil modeling, we adjusted grading elevations to eliminate the need for soil import/export and reduce costly retaining walls. We also reviewed power, water, and sidewalk designs to confirm capacity, remove redundancies, and improve efficiency. Additionally, we researched synthetic turf and base options, recommending durable, cost-effective systems. Together, these strategies **reduced the project cost to $6.9M** without sacrificing user experience or program features.





Centennial Olympic Park

When Reeves Young began this Construction Management at Risk project, we were provided Phase I drawings that were already 100% complete, which limited opportunities to influence design decisions and confirm budget alignment. Our estimate showed the design would cost nearly double the available budget. Focusing on infrastructure and hardscapes, we identified major savings by challenging assumptions in the civil design. The engineer had planned a new storm system, assuming the existing one was inadequate. Leveraging our heavy civil expertise, we tested and verified the existing system and proved much of it could be reused, **saving $350,000.**

We applied the same rigor to paving materials and installation methods, ensuring cost-effective solutions without compromising quality. By the time Phase II began, which included high-visibility features such as the entrance water feature and amphitheater, Reeves Young worked with the design team early to establish a realistic budget aligned with current market conditions. Importantly, the conceptual budget we set never changed throughout subsequent estimates, giving the Owner confidence to make informed, cost-driven decisions and even pursue enhancements, knowing the budget was accurate and reliable.

Throughout our Construction Management at Risk projects, Reeves Young has demonstrated our ability and willingness to roll up our sleeves and do the investigative footwork necessary for very accurate design decisions which lead to lean project pricing.

Describe the process your firm will use to obtain a Guaranteed Maximum Price (GMP) and provide bonding for this project.

Open Book Approach

Having completed more than 350 CMAR projects, Reeves Young understands the value of an open book approach to GMP development. CMAR allows projects to proceed on a collaborative basis in advance of a completed design or even a full project definition.

Our open book approach starts from the day Reeves Young is awarded the project and relies on an open-book process for developing cost and cost estimates during preconstruction with validation throughout closeout of the project. Accurate and thorough cost estimates are developed in the Schematic, Design Development, and GMP stages of the project in a transparent manner which involves Reeves Young, the City of Zephyrhills, Architect, and other critical team members in the preconstruction process.

Cost estimates are completely open book and are reviewed by the critical team members in detail at each stage of preconstruction. Reeves Young's deliverables for each estimate will include quantities including detailed takeoff, methodology of how costs were derived in each area, associated subcontractor/supplier substantiation of specific costs included in the estimate, and any qualifications/clarifications to the estimate.

During development of the GMP, the project will be competitively bid amongst prequalified subcontractors. Each subcontractor proposal is reviewed for accuracy and completeness and a detailed scope sheet for each trade is developed showing the low bidder. These spreadsheets as well as the subcontractor proposals are thoroughly reviewed with the critical team members during the GMP review process and the GMP is ultimately agreed upon.

During procurement of subcontractors, a procurement log will be developed and submitted periodically to the City of Zephyrhills, which shows a GMP budget, Subcontractor Contract Amount, and any Savings in that particular trade. Subcontracts and Purchase Orders for each trade will be available for the City's review with the procurement log which will show the agreed upon subcontract amount and the specific scope of work for that subcontractor.

With Reeves Young's open book approach, you will know where every dollar is being spent on your project.

During construction, Reeves Young will provide substantiated billings with the project payment application which include subcontractor/supplier payment applications and invoices. Each subcontractor provides a detailed Schedule of Values with their payment application that matches their subcontract amount. The schedule of values also shows any agreed upon change orders between Reeves Young and the subcontractor/supplier. At the end of the project during the Closeout period, Reeves Young will provide a detailed print out from our accounting software that will be used to further confirm the costs incurred on the project.

Summary Open Book Approach

- Each stage of the preconstruction process involves acceptance/approval from critical team members.
- Cost estimates provided with unit costs, take off, subcontractor/supplier substantiating documents and qualifications/clarifications.
- Detailed spreadsheets and subcontractor/ supplier proposals are submitted with the GMP estimate for critical team member review.
- Qualifications and clarifications are submitted with the GMP.
- Subcontracts and purchase orders are available for review.
- Purchasing log submitted on regular intervals showings GMP Budget, Subcontract/Supplier Amounts and associated savings.
- Substantiated payment applications are submitted on a monthly basis.
- Final accounting printouts are available for review during the Closeout process.

Explain how you will manage the construction phase.

Approach to the Construction Phase

Given our project management team's early involvement throughout the preconstruction phase, Reeves Young offers a seamless transition into construction where we will continue to add value by maximizing the schedule, managing cost, and implementing our plans for quality and safety. The Project Manager, Superintendent, and our entire project management team will communicate clearly with the Owner, Architect, and all stakeholders to keep everyone consistently informed of the project status. We will proactively approach issues that arise on the project and document our plans to address them effectively. Project billing will be managed effectively throughout, with our team ensuring a smooth and efficient project closeout process.

Present your cost management plan for controlling costs within established limitations during design and construction.

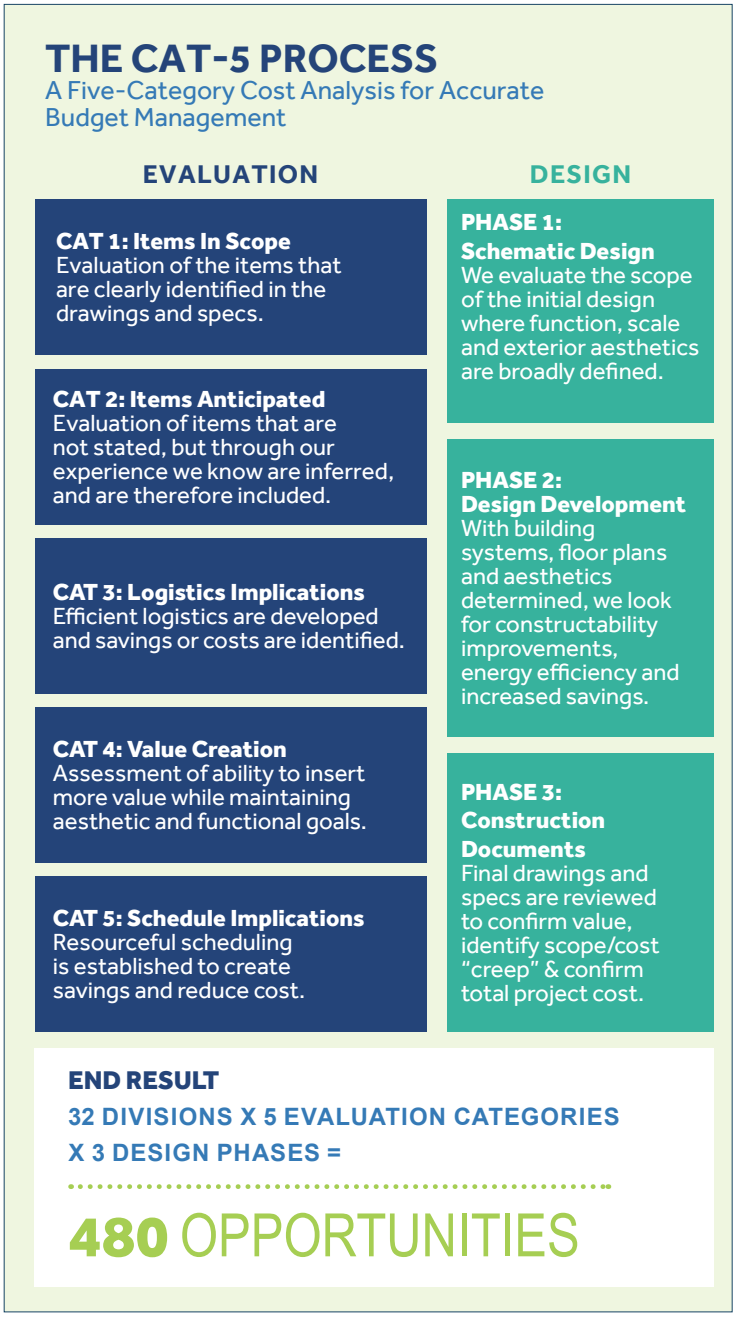
Cost Management

Conducting a five-category evaluation across 32 construction divisions for three consecutive design phases results in an exhaustive, comprehensive analysis of costs which is highly responsive to the Owner's desires and initiatives and quickly identifies savings and trade-offs. Referred to as the **"CAT-5 Process"** illustrated on the right, this cost model results in a bottom line budget for this project that you can take to the bank. In the event you desire to expedite construction, our team can even apply the CAT-5 Process to specific building components, such as foundations or pre-fabricated structures, in order to enable early approval. This allows construction to begin while secondary elements remain in the design process.

Present your change order management plan for controlling cost and schedule impacts.

Change Order Management Plan

Reeves Young believes the best way to control cost and schedule impacts from change orders is to prevent them before they happen. During preconstruction, we perform detailed constructability reviews and coordinate mechanical and electrical systems early, eliminating conflicts that typically drive change orders.



We also establish unit costs and contingencies for known risks such as unsuitable soils, providing the Owner with confidence in the Guaranteed Maximum Price (GMP).

When design changes occur, Reeves Young evaluates each adjustment for cost and schedule implications and presents data-driven recommendations to the Owner. No change moves forward without Owner approval, and all modifications are logged, dated, and tracked in ProCore. This transparent process ensures that financial impacts are clearly understood while keeping the project aligned with the established budget and timeline.

Management Plan - Construction Phase

During construction, we act quickly to evaluate potential changes, provide preliminary pricing and scheduling data, and integrate approved changes into our CPM schedule. We work with subcontractors to resequence activities, use float, or explore alternative strategies that protect the Owner's critical occupancy dates. Subcontractors are held accountable for timely responses, ensuring change management does not delay progress.

For Owner-initiated changes, Reeves Young provides a thorough analysis of cost and schedule impacts and collaborates with all parties to minimize disruption. No change is implemented until its full implications are agreed upon and documented. Throughout the project, monthly reports keep the Owner informed of the current budget and schedule, and all change orders are fully reconciled at closeout. This disciplined approach ensures that changes—whether unforeseen or Owner-driven—are managed efficiently, fairly, and without jeopardizing project success.

Describe your procurement plan.

Material Procurement Plan

Reeves Young brings decades of expertise in construction material procurement and a deep understanding of market fluctuations. This experience allows us to identify the critical project components that must be secured early to protect both budget and schedule.

Our Preconstruction and Project Management teams are already analyzing materials, configurations, and efficiencies to determine the best applications that deliver maximum value. These early insights are seamlessly carried forward into procurement efforts, ensuring materials are sourced on time and at the best value. By engaging both teams early and fostering continuous communication before construction begins, we proactively mitigate risks tied to market scarcity. This strategic approach gives you confidence that your project will be delivered on time and within budget.

The Grove at Walton County - Material Status Log

9/4/2025

Description	Updated	Sub/Supplier	Lead Times Weeks (Including Shipping)	Days	Weeks	Submitted
Building C - Softball Concessions						
Division 2 - Existing Conditions						
Termite Control			1	7	1	7/19/2024
Division 3 - Concrete						
Building C Rebar - Concrete and Masonry		Becdon - Montalvo Install	2	14	2	6/7/2024
Division 4 - Masonry						
CMU Product Data and Accessories		Montalvo	1	7	1	6/7/2024
Stone Veneer		Montalvo		0	0	7/8/2024
Cast Stone Sills and Mortar Color		Montalvo	10	70	10	10/28/2024
Mortar		Montalvo	1	7	1	6/7/2024
Masonry Reinforcement and Accessories		Montalvo	1	7	1	6/7/2024
Concrete Masonry Unit		Montalvo	2	14	Weeks	6/7/2024
Glass Unit Masonry and Accessories		Montalvo	12	84	Weeks	7/8/2024
Division 6 - Wood, Plastics and Composites						
Wood Roof Trusses		Performance Construction	4	28	4	9/9/2024
Plywood Roof decking		Performance Construction	0	0	0	
Plywood Interior Ceilings		Performance Construction	0	0	0	
Rough Carpentry (Wood Framing)		Performance Construction	0	0	0	
Framing hardware (hangers, fasteners)		Performance Construction	2	14	2	9/5/2024
Interior Architectural Woodwork (Millwork)		Stone Creek / Performance Construction	8	56	8	8/8/2024
Solid Surface		Stone Creek / Performance Construction	8	56	8	8/8/2024
Division 7 - Thermal and Moisture						
Rigid Board Insulation @ Masonry and Siding		Performance Construction	2	14	2	8/1/2024
Hardie Siding and Soffits		Performance Construction	0	0	0	8/2/2024
Metal roofing and Underlayment		Building Universal	8	56	8	7/9/2024
Downspouts and gutters		Building Universal	4	28	4	8/19/2024
Joint Sealants Package - Pass through Windows, Cast Stone, Sidewalk to Cast stone		Metro Waterproofing	2	14	2	8/1/2024
Water Repellents		Metro Waterproofing	0	0	0	7/31/2024
Fluid Applied Membrane Air Barriers (Envelope Waterproofing)		Metro Waterproofing	0	0	0	8/1/2024
Rigid Insulation behind High-Impact Gyp Board (Wall Type N02)		JSL	2	14	2	9/17/2024
Thru-Wall Self Adhesive Flashing at Hardie Siding		Performance Construction	2	14	2	8/2/2024
Roof Specialties - Sheet Metal Flashing and Trim		Universal Roofing	4	28	4	7/9/2024
Division 8 - Openings						
Hollow Metal Doors and Frames		Performance Construction	6	42	6	7/10/2024
Door hardware		Performance Construction	4	28	4	7/10/2024
Overhead Coiling Doors - Kitchen Pass Through		Top Notch	10	70	10	10/17/2024
Building C - Consession Window		Clearvue	5	35	5	10/22/2024
Access Doors and Frames		Performance Construction	6	42	6	7/10/2024
Aluminum Gate (Mech. Yard)		Security Fence	3	21	3	2/24/2025

Example: Material Tracking Log

Management Plan - Construction Phase

Describe your subcontractor management plan, including contract document compliance procedures, project accounting procedures, and issue resolution processes.

Subcontractor Team Management

With over seven decades of experience in construction, Reeves Young has well-established, positive relationships with hundreds of subcontractors and suppliers throughout the Southeast. As such, many of the subcontractors have worked with us previously and are well-informed of our expectations for safety and quality on all our projects. Reeves Young actively recruits new subcontractors and suppliers to work with us, as well as local, minority, and women-owned businesses.

Your Superintendent will supervise, direct, coordinate, and be responsible for all work performed by all trades. They will be the principal point of contact for each subcontractor, trade vendor, and supplier, ensuring communication and answering any questions or concerns. They will be responsible for the oversight of safety and quality, contract document compliance, and proactively identifying and resolving any onsite issues related to the project should they occur.

Contract Document Compliance

Your Superintendent will be responsible for all contract document compliance and will:

- Ensure subcontractors have reviewed and understand plans and specifications for their portion of the work and the entire project.
- Continually monitor all drawings and specification compliance by all trades through the daily inspection of all work performed.
- Continually review all subcontractors' work for coordination of the final installation of all products.
- Closely supervise all worker's actions and behaviors to ensure the safety of each person and the job site.
- Monitor and enforce the project schedule.

Project Accounting

During the subcontractor buy-out process and contract negotiation, Reeves Young collaboratively creates a detailed Schedule of Values (SOV) with the Subcontractor. The primary objective in the development of the SOV is to manage risk. We do this by ensuring the Subcontractor can never bill for more than has been installed and by assigning payment values to the administration tasks of the project, such as submittals, shop drawings and safety compliance.

Further, Reeves Young defines payment periods which are complementary to the established flow of the work. This insures critical items are completed in alignment with the project schedule.

Issue Resolution

Issue resolution takes place daily in the subcontractor meetings conducted by your Superintendent. Weekly, the field team will review the schedule, progress to date, pending work, quality, safety, and any outstanding issues needing attention. Subcontractor representatives begin attending these meetings two weeks prior to mobilizing onsite and are thus oriented to the project and become part of the team early. Attendance prior to mobilization also ensures that they know their contractual responsibilities and the group's expectations. All meetings and commitments are documented and distributed to the field team, Project Manager, and Project Executive.

Should an issue arise during work progress requiring corrective action, your Superintendent will implement Reeves Young's Corrective Action Program. Conditions requiring corrective action will be identified, documented, and submitted for review by the responsible party. Once the corrective action is complete, your Superintendent will verify the conditions and note whether further action is necessary or whether the work meets standards.



Our project closeout is crucial because it is your beginning.

Present your closeout management plan for this project.

Project Closeout

Our project closeout is crucial because it is your beginning. Reeves Young begins preparing for the closeout phase at the start of the project by beginning with the end in mind. We provide all final warranties, as-builts, and other closeout items within 30 days of substantial completion.

Expedited Punch List Completion

Within the industry, project closeout and the punch list process have a reputation for dragging out. To eliminate this possibility, Reeves Young proactively pre-inspects and pre-resolves any potential issues before the punch process begins. This minimizes the length of the formal punch list created by the Owner and Architect and expedites the process.

Our punch approach includes the following:

- Superintendent inspection
- Project Manager inspection
- Consolidation of inspection results from the Superintendent and Project Manager to create a preliminary punch list
- Address all items on the preliminary punch list prior to the Architect and Owner inspection,
- Architect and Owner inspection and creation of the final punch list

When the Architect and Owner compile the final punch list, each item is reviewed, and a fast-track completion timeline is established. As subcontractors report completing punch list items, the Project Manager and Superintendent will visually confirm compliance. They will conduct a final walk-through with the project team to collectively evaluate and accept the resolution of each punch list item. The formal closure of the punch list will be documented with the team signing a written letter of acceptance.

Building Operations Training

Modern buildings incorporate rapidly evolving technologies. During the Closeout phase, Reeves Young will coordinate and video record training sessions for the Owner conducted by tradesmen and installers.

These sessions will cover operating systems such as HVAC, electrical, fire alarm, sound, plumbing, audio/visual, security, and lighting systems. We will review your entire facility in detail to ensure that daily operations run smoothly.

Electronic O&M Manuals

Facility managers have demanding schedules! By supplying Operation and Maintenance manuals in an electronic format, Reeves Young helps facility managers be efficient. Instead of managing multiple three-ring binders of Operations and Maintenance Manuals for every building, we will electronically provide all maintenance information, equipment manufacturer, serial numbers, model numbers, etc. Instead of searching paper files and dusty bookshelves, clients can open an electronic file, locate the item of interest, and find out all the details in just minutes.

Warranty

When the equipment is gone and construction is complete, the last thing you want in your facility is something suddenly not functioning as it should.

Reeves Young understands this frustration, so we have spent decades honing our quality management system to prevent the need for warranty calls. This effort begins in the preconstruction and constructability review and will continue throughout construction when your Superintendent monitors installation methods and materials to confirm quality expectations.

In our experience, warranty calls are often related to equipment manufacturing issues. With the nature of this project, we do not anticipate any warranty issues. Reeves Young provides a one-year warranty commencing on the date of Substantial Completion. The warranty covers all labor, materials, and equipment provided for the job and includes repairing an adjacent work displaced.

Your Project Manager and Superintendent will remain integral members of your team throughout the warranty period, managing and resolving any warranty concerns that may arise. Within 24 hours of reporting a warranty issue, you will receive a phone call acknowledging your request. Following this, your Project Manager will reach out to gather the necessary information and arrange a site visit if needed. They will coordinate with the appropriate subcontractors or vendors and oversee the case until it is resolved to your satisfaction.

Describe your quality assurance plan.

Quality Control

Reeves Young's Site-Specific Quality Control Program requires work plans for each scope of work. These work plans identify what is needed to successfully complete the tasks (how many workers, what materials, what tools, etc.). They also identify pertinent specification sections, drawings, and submittals, along with the steps that will be taken to complete each task. Through this process, any potential "Bumps in the Road" are identified, and what will be done to prevent them. This strategic planning inevitably leads to improved production, fewer mistakes, and a higher-quality finished product.

Subcontractor and Supplier Standards

Your Superintendent will conduct meetings with all subcontractors and suppliers prior to the commencement of work. These meetings will review the requirements outlined in the contract documents, facilitate coordination with other trades, and address any complexities related to the project.

The Owner, Architect, and other stakeholders are encouraged to participate in these discussions. Specific methods of quality control, such as a concrete pour card, are also reviewed and agreed upon through this process. A punch list will also be implemented early in the project using Procore. Transparency in the punch list process allows for any issues with quality or performance to be documented and corrected in a timely manner. It also makes the closeout process at the end of the project much more efficient.

Throughout the project, it will be the team's approach that all work must meet Reeves Young's high quality standards before we look for your team's approval. Our Superintendent understands that one of their key responsibilities is ensuring that all subcontractors meet these requirements.

Describe your mold prevention plan.

Mold Prevention

For a park project, Reeves Young prioritizes mold prevention through proactive site and material management. Building materials are stored off the ground, under cover, and delivered just-in-time to reduce exposure to weather. We closely monitor site conditions and implement proper drainage, grading, and temporary protections to prevent water intrusion during construction. Any materials affected by moisture are immediately dried, cleaned, or replaced before installation to eliminate future risk. We also ensure proper ventilation and humidity control in enclosed structures such as restrooms, pavilions, or concession areas by sequencing the building envelope early and maintaining adequate airflow. Reeves Young tracks all required inspections and provides subcontractors with clear testing and inspection summaries so they understand their responsibilities for mold prevention. If water intrusion occurs, our team acts immediately to remediate, document, and confirm compliance before moving forward. By embedding these practices into our quality control process, we protect the Owner's investment and deliver durable, healthy facilities for the community.



Jessie Davis Park Improvements Under Construction

Describe your safety program. Provide your site logistics and safety plan for this project.

Site Logistics

Once awarded the project, Reeves Young will sit down with the City of Zephyrhills, Kimley-Horn, and key stakeholders to develop a site logistics plan. This plan will provide a framework for construction that minimizes impact on activities, including construction traffic pathways, parking and staging areas, and construction entrances.

In addition, Reeves Young will coordinate large deliveries and concrete pours to ensure there is minimal disruption to activities surrounding the site. Any required utility shutdowns (if required) will also be coordinated well in advance of the shutdown. The site logistics plan will be updated and reviewed at each OAC meeting.

Construction Entrance to Parking Lot

Reeves Young will cut in a temporary road to access the parking and staging area. This will allow construction traffic to enter the site without having an impact on the main road.

Construction Parking

Reeves Young will focus on completing the parking lots first to utilize for construction parking and staging. With the parking lots completed (minus the final top coat), the site will be much cleaner and mud will be extremely limited which will result in no mud on the access road to the site keeping the main campus entry clean.

Construction Fencing

Fencing will be placed around the entire site to ensure that the site is secure at all times. This fencing can also be customized. Custom fencing captures the spirit of the project and promotes the future of this project.

jump right in | REEVES YOUNG | Zephyrhills jump right in | REEVES YOUNG

Example: Custom Fencing



Being a Good Neighbor Means...

- Minimized Disruption
- Environmental Sensitivity
- Event Coordination
- Traffic Control
- DOT Coordination
- Pedestrian Access
- EMS/Public Safety Vehicle Coordination
- Tidy Site / Dust Control

Safety Program

Built from the ground up, Reeves Young's Safety Program provides comprehensive guidance on every OSHA requirement and industry best practice. It establishes clear responsibilities and accountability from field laborers to the Project Executive, supported by an advisory committee composed of both field and management team members. Our Director of Safety oversees the program at the corporate level, while multiple Safety Managers conduct regular audits of your project to ensure compliance. The Safety Program guarantees that all field technicians, foremen, your Superintendent, and Project Manager receive training tailored to your specific project scope. Additionally, they will communicate safety procedures and monitor results daily.

Before mobilization, we will customize our Safety Program to your project. We have successfully created a culture of safety on all our projects by defining safety responsibility for everyone and making the safety of the project everyone's responsibility.

Employees, subcontractors, and consultants who work onsite must complete Reeves Young's safety orientation and comply with the program. Safety is the first consideration given as we plan our work. Hazards are identified, and methods to address them are developed. Project leadership ensures that the correct processes are in place to mitigate risk and that they are being executed throughout the duration of the project.

Zero injuries, zero accidents, and zero near misses are our goals. We strive daily to train, create awareness, record, and improve our safety performance so that our employees and clients are confident that our projects are safe.

Our Safety Program includes the following:

- Safety orientation for all new hires and everyone new to a job site, regardless of employer
- Weekly site-wide safety meetings
- Training for our workforce
- Verification of subcontractor safety training
- Regular, documented safety audits
- Third party insurance inspections
- Evaluation of our employees based on safety performance.
- Conducting pre-employment and random drug testing

We will conduct a site safety meeting at the job site each week. Activities pending for the week, logistical changes, and a segment on task-specific training will be included. This meeting is an opportunity to discuss with the field team any concerns you may have or any new processes for the job site.

Preconstruction Safety Meeting Agenda

- Introduction of Team Members
- Review of Contractor's Safety Experience
- Review of Site-Specific Safety and Health Program
- Review of Emergency Action Plan
- Review of Authority Safety Requirements
- Open Discussion



Qualifications and Experience of Proposed Project Team

Provide details on your proposed team. Describe your firm's proposed organization for the construction management team, including the Superintendent, Project Manager, Project Director, Cost Estimator, Project Executive, and other key personnel who will manage the project. Identify the specific individuals for each role.

Provide an organizational chart showing the lines of responsibility and accountability.

Meet Your Proposed Team

This team has worked together on numerous projects just like yours. They are highly accomplished leaders who are experts at the Construction Management-at-Risk delivery method and have developed an exceptional reputation for customer satisfaction. Their primary focus is to deliver your project to best suit your needs through careful listening, executable strategy, and accountability.

Zephyrhills

Kimley»Horn

Reeves Young has worked with your designer, Kimley-Horn, on over 100 projects in the Southeast!



Mike Iezzi
Project Executive
Primary Point of Contact



Adam Scott
Senior
Preconstruction Manager



Marco Donjuan
Senior
Project Manager



Steve Jordan
General
Superintendent



Nick Turner
Senior
Superintendent

Provide a résumé for each of the above personnel, indicating the percentage of time they will be committed to this project.

Resumes start on the following page.



Mike Iezzi, LEED AP

Project Executive | Primary Point of Contact

Mike brings 24 years of construction management experience to the Zephyr Park Rehabilitation project. As Project Executive, he will lead your project and serve as the primary point of contact between Reeves Young, the City of Zephyrhills, Kimley-Horn, and the project team. Mike will oversee and coordinate the efforts of our Preconstruction and Construction departments through all phases of the project, planning, construction, commissioning, and warranty. With full decision-making authority, he ensures seamless communication and efficient execution at every stage, delivering a successful project from inception to completion.

24
Years Experience

Education
B.S. Electrical Engineering and Computer Engineering
Southern Polytechnic State University

Certifications
LEED Accredited Professional (AP)

Training
GSWCC NPDES Erosion Control Certified, OSHA 30 HR, First-Aid & CPR, Fall Safety, Excavation Safety, Scaffold Safety, Confined Space Safety

Time Commitment
25%

Relevant Experience

Jessie Davis Park Improvements Project
Douglasville, GA
Park improvements including an updated synthetic turf football field, a multi-use trail system, pavilion areas, new playground areas, zero-entry pool, splash pad area, landscaping, and signage. Three new buildings include a Community Center, Gymnasium, and a Senior Center.

Cherokee Veterans Park
Canton, GA
76.5 acre park with two multi-sport natural fields, one multi-sport artificial turf field, a skate park with three bowls, a concession/restroom building, 2,100 SF maintenance building, a press box, and three restroom buildings.

Lanierland Park
Cumming, GA
109-acre park including four multi-activity artificial turf fields, a playground, two one-story concession/restroom buildings, a one-story maintenance building, and all associated site work.

Brook Run Park
Dunwoody, GA
110-acre Brook Run Park included Great Lawn and amphitheater, Overlook Plaza, performance stage, pavilion, picnic/parking area, two multi-use synthetic turf fields, and open play field.

Suwanee Town Center on Main
Suwanee, GA
Award winning 25-acre development that successfully preserves 15 acres while transforming approximately 10 acres of the site. The completed park features a pedestrian bridge spanning the entire site, large water features, open lawn areas, volleyball courts, merchant setup areas, restroom buildings, and hardscapes.
A signature element of the park is the elevated, multi-use bridge that spans large portions of the site. The park also includes an iconic art piece.

Cauley Creek Park
Johns Creek, GA
200- acre-park including a court area for futsal, pickleball, basketball, and volleyball. The field area includes four multi-purpose fields – two with artificial turf and two with grass. Located on the west side of the park, the 5K staging area includes parking, restroom and a grassy open space to stage 5K races.

The Grove at Walton County
Loganville, GA
Softball complex, an amphitheater, a splash pad, teen center, walking trails, skate park for various skill levels, an amphitheater, a playground complex, and a community center.



Marco Donjuan

Senior Project Manager

Marco has successfully managed numerous park projects in a Senior Project Manager role, bringing proven expertise in both leadership and technical execution. He is responsible for overseeing document control, requests for proposals and change requests, material procurement and management, and subcontractor change orders. Marco also leads owner, architect, and contractor meetings, while coordinating closely with the superintendent to develop and maintain project schedules. His strong attention to detail, combined with excellent communication skills, allows him to consistently build trust with clients and foster collaboration among project teams.

11
Years Experience

Education
B.S. Construction Engineering
Kennesaw State University

Training
EIT LICENSE NO. EIT026475
GSWCC, NPDES Erosion Control Blue Card Certified
OSHA 30 HR
First Aid, AED, CPR, Bloodborne Pathogens, Fire Extinguisher Certified, Hand/PWR Tools, Silica, Fall Protection, Excavation & Trenching, Confined Space, Rigging/Signaling

Time Commitment
50%

Relevant Experience

Suwanee Town Center on Main
Suwanee, GA
Award winning 25-acre development that successfully preserves 15 acres while transforming approximately 10 acres of the site. The completed park features a pedestrian bridge spanning the entire site, large water features, open lawn areas, volleyball courts, merchant setup areas, restroom buildings, and hardscapes. A signature element of the park is the elevated, multi-use bridge that spans large portions of the site. The park also includes an iconic art piece.

Jessie Davis Park Improvements Project
Douglasville, GA
Three new buildings including a gymnasium building, a community center, and a senior center. The improvements included an updated synthetic turf football field, a multi-use trail system, pavilion areas, new playground areas, zero-entry pool, splash pad area, landscaping, and signage.

Cherokee Veterans Park
Canton, GA
76.5 acre park with two multi-sport natural fields, one multi-sport artificial turf field, a skate park with three bowls, a concession/restroom building, 2,100 SF maintenance building, a press box, and three restroom buildings.

Lanierland Park
Cumming, GA
109-acre park including four multi-activity artificial turf fields, a playground, two one-story concession/restroom buildings, a one-story maintenance building, and all associated site work.

Brook Run Park
Dunwoody, GA
110-acre Brook Run Park included Great Lawn and amphitheater, Overlook Plaza, performance stage, pavilion, picnic/parking area, two multi-use synthetic turf fields, and open play field.

Cauley Creek Park
Johns Creek, GA
200- acre-park including a court area for futsal, pickleball, basketball, and volleyball. The field area includes four multi-purpose fields – two with artificial turf and two with grass. Located on the west side of the park, the 5K staging area includes parking, restroom and a grassy open space to stage 5K races.

The Grove at Walton County
Loganville, GA
Softball complex, an amphitheater, a splash pad, teen center, walking trails, skate park for various skill levels, an amphitheater, a playground complex, and a community center.



Steve Jordan

General Superintendent

With more than 45 years of experience, Steve is a **proven expert in Florida's commercial construction market,** specializing in multi-phased, multi-building projects of significant complexity. His career is marked by successful delivery of some of **Central Florida's most iconic destinations, including large-scale resorts for Disney, major facilities for the University of Central Florida, and critical infrastructure at Tampa International Airport**. Having managed construction across operational campuses, resort environments, and high-profile community spaces, Steve brings unmatched expertise in coordinating phased schedules, meeting rigorous quality standards, and maintaining safe, efficient operations. His extensive knowledge of Central Florida's regulatory requirements, inspection processes, and local construction practices ensures that every project under his leadership is executed with excellence and precision.

45
Years Experience

Training
GSWCC NPDES Erosion Control Certified
OSHA 30 HR
First-Aid & CPR
Fall Safety
Excavation Safety
Scaffold Safety
Confined Space Safety

Time Commitment
35%

Relevant Experience

Jessie Davis Park Improvements Project
Douglasville, GA
Three new buildings including a gymnasium building, a community center, and a senior center. The improvements included an updated synthetic turf football field, a multi-use trail system, pavilion areas, new playground areas, zero-entry pool, splash pad area, and landscaping.

Disney's All Star Resort
Lake Buena Vista, FL
57-acre resort of 10 buildings housing 1,920 guestrooms, with five Disney movie themes. Included a 53,000 SF commercial building with a retail center, food court, and cast dining area, as well as themed pool areas, laundry and equipment buildings.

Disney's Coronado Springs Resort
Lake Buena Vista, FL
1,200,000 SF, southwestern-themed resort on a 142-acre site. Constructed around a lake, the site work included landscape/hardscape and over 12 water features.

Disney's Pop Century Resort
Lake Buena Vista, FL
448,000 SF, 2,880-room, 235-acre resort that included three pools, an interactive water feature and a lake promenade.

Tampa Bay Performing Arts Center
Tampa, FL
300,000 SF performing arts center featuring four separate theaters, a rehearsal hall, infrared listening system for the hearing impaired, banquet, retail and administrative facilities.

Tampa Convention Center
Tampa, FL
Five-story, 1,100,000 SF convention center offering 200,000 SF of exhibition space, an expandable ballroom, breakout rooms, and 90,000 SF of multi-purpose pre-function. The exhibit hall floor is elevated over a 600-foot run of a major downtown thoroughfare, entailing very difficult traffic coordination.

Tampa International Airport
Tampa, FL
235,000 SF terminal with 15 gates including two for commuter aircraft connected to the main terminal in a fully operational airport.

Osceola County Agricultural Center
Kissimmee, FL
434,550 SF, campus-style facility of six main structures on a 79-acre site. The project added an exhibition building, a central energy plant and a multi-purpose building.



Nick Turner

Senior Superintendent

Nick will serve as the Senior Superintendent, leading all onsite personnel and overseeing daily construction operations. With a proven track record of successfully delivering numerous projects similar in scope and complexity to Zephyr Park, Nick brings the expertise needed to ensure seamless execution. He will be based onsite full-time, providing direct oversight of field coordination, material delivery, quality control, safety enforcement, and overall project coordination. His leadership ensures that every aspect of the construction phase is executed to the highest standards of safety, quality, and efficiency.

14
Years Experience

Training
Haz Com/ SDS, Fire Extinguishers, Hand/PWR Tools, Silica, Fall Protection Excavation & Trenching, Confined Space, Rigging/Signaling, OSHA 30 HR, NPDES Blue Card

Time Commitment
75%

Relevant Experience

Suwanee Town Center on Main
Suwanee, GA
Award winning 25-acre development that successfully preserves 15 acres while transforming approximately 10 acres of the site. The completed park features a pedestrian bridge spanning the entire site, large water features, open lawn areas, volleyball courts, merchant setup areas, restroom buildings, and hardscapes. A signature element of the park is the elevated, multi-use bridge that spans large portions of the site. The park also includes an iconic art piece.

Creekside Park
Johns Creek, GA
Creekside Park is undergoing a revitalization to offer a dynamic blend of active and passive amenities. This picturesque 20-acre property, located adjacent to Johns Creek City Hall and bordered by Medlock Bridge Road, spans the area between Johns Creek Parkway and East Johns Crossing. Planned features for the park include a 15-foot-wide trail surrounding the pond and constructed wetland area, terraced seating, an amphitheater with a deck over the water, and pedestrian plazas & pond overlooks. These enhancements aim to create a vibrant and inviting space for the community to enjoy.

Jackson County
Kings Bridge Road Park
Jefferson, GA
116-acre park featuring playgrounds, softball/baseball complex, walking trails, restroom/concessions buildings, pavilions, maintenance buildings, tennis, pickleball, and basketball courts, and a dog park. Additional scope of work includes clearing, grading, erosion control, utilities, concrete flat work, asphalt paving, turf installation, fencing, field lighting, and landscaping

Cauley Creek Park
Johns Creek, GA
200- acre-park including a court area for futsal, pickleball, basketball, and volleyball. The field area includes four multi-purpose fields – two with artificial turf and two with grass. Located on the west side of the park, the 5K staging area includes parking, restroom and a grassy open space to stage 5K races.

Jessie Davis Park Improvements Project
Douglasville, GA
Three new buildings including a gymnasium building, a community center, and a senior center. The improvements included an updated synthetic turf football field, a multi-use trail system, pavilion areas, new playground areas, zero-entry pool, splash pad area, landscaping, and signage.



Adam Scott

Senior Preconstruction Manager

Adam is an experienced Senior Preconstruction Manager with a strong portfolio of park and public space projects. He provides leadership from early design through final pricing. His expertise includes performing detailed quantity takeoffs, evaluating costs for efficiency through value engineering, and producing accurate estimates across multiple design phases. Adam's ability to balance project goals with budget constraints ensures that community spaces are delivered with quality, accessibility, and long-term value in mind. He is also proficient in Revu, Procore, Onscreen Takeoff, and Sage Estimating software, enabling him to streamline the preconstruction process and deliver reliable results.

10
Years Experience

Education
B.S. Construction Management
Kennesaw State University

Training
First Aid, AED, CPR, and Bloodborne pathogens, SILICA, Fall Protection, Excavation & Trenching, Confined Space, Rigging & Signaling, Heavy Machinery, & GDOT Flagging

Time Commitment
75% during preconstruction

Relevant Experience

Suwanee Town Center on Main
Suwanee, GA
Award winning 25-acre development that successfully preserves 15 acres while transforming approximately 10 acres of the site. The completed park features a pedestrian bridge spanning the entire site, large water features, open lawn areas, volleyball courts, merchant setup areas, restroom buildings, and hardscapes. A signature element of the park is the elevated, multi-use bridge that spans large portions of the site.

Cauley Creek Park
Johns Creek, GA
200- acre-park including a court area for futsal, pickleball, basketball, and volleyball. The field area includes four multi-purpose fields – two with artificial turf and two with grass. Located on the west side of the park, the 5K staging area includes parking, restroom and a grassy open space to stage 5K races.

The Grove at Walton County
Loganville, GA
Softball complex, an amphitheater, a splash pad, teen center, walking trails, skate park for various skill levels, an amphitheater, a playground complex, and a community center.

L.B. Ahrens Recreation Center at Cherokee Veterans Park
Canton, GA
40,000 SF recreational center that includes basketball courts, gymnasium space, a fitness area, a climbing wall, two classrooms, an aerobics and dance studio, a large meeting hall with a kitchen and office space for Cherokee Recreation and Parks Agency officials. It also includes development of a parking lot and an expansion of the park's septic system.

Bartow County Recreation Center
Cartersville, GA
129,000 SF development that consists of a new 64,000 SF, two-story recreation center and a 65,000 SF outdoor water park. The recreation center will offer a variety of indoor amenities, while the outdoor water park, located directly adjacent to the recreation center, will provide additional recreational and leisure opportunities for the community.

Jessie Davis Park Improvements Project
Douglasville, GA
Park improvements including an updated synthetic turf football field, a multi-use trail system, pavilion areas, new playground areas, zero-entry pool, splash pad area, landscaping, and signage. Three new buildings include a Community Center, Gymnasium, and a Senior Center.

Identify the individual who will lead your construction team from start to finish and act as the primary point of contact between your firm, the Owner, the Architect, and other consultants.

Leader of the Firm's Construction Team .... *from Project Start to Finish*



Mike Iezzi, Project Executive
Primary Point of Contact

As **Project Executive, Mike Iezzi** will serve as the driving force and strategic leader of the team, acting as the primary liaison between Reeves Young, the City of Zephyrhills, and Kimley-Horn. In this pivotal role, he leads and oversees all project operations, ensuring seamless coordination between our Preconstruction and Construction departments throughout planning, execution, commissioning, and warranty phases. With over 24 years of specialized experience in municipal construction management, Mike brings a commanding expertise in project delivery. His track record includes successful execution of parks, community centers, and recreation center where he has led cost estimation, budget development, subcontractor negotiations, financial oversight, scheduling, and team coordination with precision.

Mike doesn't just support the team, he leads it from the front. During preconstruction, he collaborates closely with the team to establish a clear path to success. Once construction begins, Mike takes charge of ensuring that every aspect, cost, schedule, safety, and quality, is proactively managed to exceed client expectations. Known for his strategic mindset and analytical problem-solving, Mike sees the big picture while never losing sight of critical details. His upbeat, solution-oriented communication style ensures alignment across all stakeholders, making him a trusted and respected leader on every project he touches.

Achieving Customer Satisfaction

Mike is known for his exceptional customer service, which is rooted in his forward-thinking mindset and commitment to transparent, proactive communication. He consistently takes the time to understand each client's unique goals, actively listening and crafting thoughtful, tailored strategies that reflect their needs. Mike's client-first approach, paired with his unwavering accountability, has earned him a reputation as a trusted partner and go-to expert for municipal projects across Georgia.

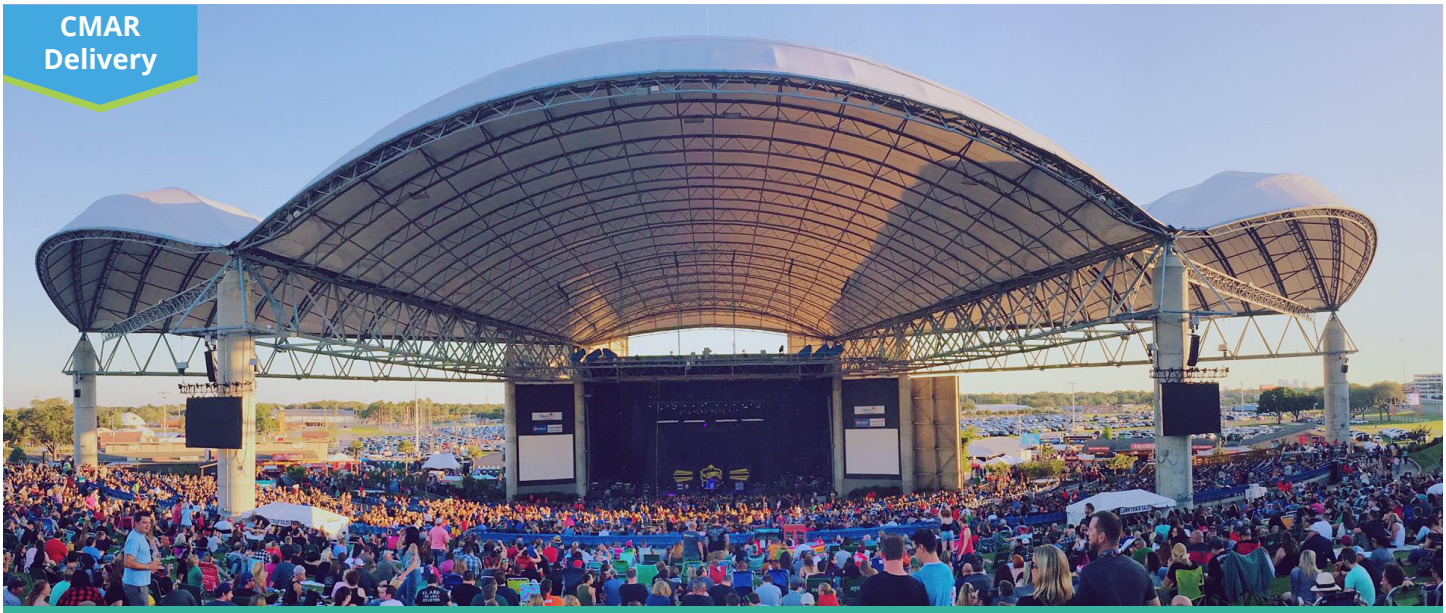
The Centennial Olympic Park project was led by Mike Iezzi. We were always aware of the status of the project and were never surprised. I have built many projects in my career, none have been as successful and enjoyable as the project with Reeves Young. I highly recommend this team for your landmark project.

--Jeff Oden
Director of Project Management
Georgia World Congress Center Authority



Mid-Florida Credit Union Amphitheatre Rehabilitation

Tampa, FL



Reeves Young is on the ground in Tampa to lead comprehensive repair and restoration efforts.

Description of Project


Damage from Hurricane

The Mid-Florida Credit Union Amphitheatre suffered significant damage to its distinctive 135,000 SF clamshell-style roof, when Hurricane Milton swept through the area. In response, Reeves Young has been engaged to provide Construction Manager at Risk (CMAR) services to lead comprehensive repair and restoration efforts. This includes the demolition and replacement of structural steel supports necessary for a new tensile fabric roof, along with the repair of damaged handrails, concrete, fireproofing, and the installation of new lighting fixtures, conduit, and low-voltage cabling for systems such as CCTV and wireless internet antennas. Additional work encompasses rebuilding the VIP wood decking, repairing roof and fascia over bar and restroom areas, enhancing soundproofing, patching asphalt, and installing or replacing signage and fencing across the property. Upgrades extend to the VIP Club's privacy fence, roofing above artist dressing room trailers, and repairs to leaks and fencing within the artist areas. Improvements also cover multiple concourse structures with roof and fascia repairs, concourse asphalt patching, signage replacement, and comprehensive restoration of damaged lawn structures and perimeter fencing.

Start Date 12/2024
Completion Date 5/2026

Construction Cost $35,000,000

Owner Contact
Live Nation
215 BW 24th Street, Suite 600
Miami, FL 33127
Ted Roberts
678.682.1799
tedroberts@livenation.com

Suwanee Town Center on Main

Suwanee, GA



Playground | Walking Trails | Stage | Pavilion | Landscape | Public Art | Water Feature


Water Feature and Elevated Bridge

Start Date 7/2022
Completion Date 1/2024

Construction Cost $26,067,127
Completed on Time and in Budget

Owner Contact
City of Suwanee
330 Town Center Avenue
Suwanee, Georgia 30024
Marty Allen
770.945.8996
mallen@suwanee.com

Description of Project

Reeves Young completed this 25-acre development that successfully preserves 15 acres while transforming approximately 10 acres of the site. The completed park features a pedestrian bridge spanning the entire site, large water features, open lawn areas, volleyball courts, merchant setup areas, restroom buildings, and hardscapes.

A signature element of the park is the elevated, multi-use bridge that spans large portions of the site. Beginning near the library, the bridge rises over a roadway and water feature, curving along the outer edge of the two lawn areas before landing at the hilltop terrace-level plaza. This bridge serves as both a functional and iconic architectural feature of the park.

The park also includes an iconic art piece, strategically placed within one of several locations designed for large public art installations. Building on the success of the city's public art initiative, a monumental piece has been commissioned, enhancing the park's visual appeal and cultural significance. Suwanee Town Center on Main gives even more opportunities for residents to enjoy outdoor activities and connect with nature.

Suwanee Town Center on Main
Owner Reference Letter

March 25, 2025

Mike Iezzi
Reeves Young
45 Peachtree Industrial Boulevard
Sugar Hill, GA 30518

RE: Reeves Young

To Whom It My Concern,

I am the City Manager for the City of Suwanee. I recently worked very closely with Reeves Young to construct a large urban park in Suwanee Town Center on Main. Given my experience with this firm, I'm happy to provide this letter of recommendation for Reeves Young based on their work with the City of Suwanee on our Town Center on Main project.

Town Center on Main was a large, important, complex, and highly visible project for our community—part park, part infrastructure upgrade, and a key piece of our growing downtown. Importantly, this park initially was set to begin just before the Covid pandemic changed everything. We strategically delayed construction while we worked through uncertainties. During that pause, we worked closely with Reeves Young to improve the design and value engineer key elements of the park to make it feasible. The resulting park is a showpiece – not only for the city, but also for the region.

Reeves Young played a central role in bringing it to life from the start to the end. They always approached the project with professionalism and flexibility. Their team was well-organized, and their communication was consistent and proactive. We always knew where things stood, and when challenges came up—as they always do—they worked quickly to find practical solutions and keep the project on track.

This was the city's first experience with a CM approach. Their approach gave us confidence that we were in good hands and provided us with good results. They kept the project on schedule and within budget. But beyond just the logistics, they understood our vision and what this space meant to the community. They cared about the details and were committed to getting it right.

Reeves Young was an excellent partner throughout the process. Their leadership helped guide the project and the end result is a park that we are proud of. I'd gladly work with them again and would recommend them without hesitation for future park or civic projects.

Sincerely,

Marvin Allen, City Manager
City of Suwanee

330 Town Center Avenue • Suwanee, GA 30024 • 770.945.8996 • @cityofsuwanee
suwanee.com

Centennial Olympic Park Renovation

Atlanta, GA



The Olympic ring feature sculpture, dubbed the Spectacular, was built for the gateway entrance and for visitors to take selfies.

Park Renovation | Pavilion with Stage | Water Feature | Landscape/Hardscape | Public Art



Great Lawn an d Plaza



Water Feature

Description of Project

Improvements to Centennial Olympic Park included replacing the amphitheater with shade structures, synthetic turf, new landscaping, and a technology-equipped stage, as well as reclaiming paved areas to expand green space. New features included a great lawn, decorative plaza, enhanced walkways, and a granite podium replicating Olympic medals. The new, interactive Olympic Rings sculpture, "The Spectacular." Additional enhancements include a new entrance with a water feature. The goal of the project was to increase community access, strengthen the City's Olympic heritage, and enhance the visitor experience.

Start Date 7/2017
Completion Date 1/2019

Construction Cost $14,695,479
Completed on Time and in Budget

Owner Contact

Georgia World Congress Center
285 Andrew Young International Blvd NW
Atlanta, GA 30313
Jeff Oden , Director of Program Management
770.313.2306
joden@gwcc.com

Centennial Olympic Park Renovations
Owner Reference Letter

GEORGIA WORLD CONGRESS CENTER AUTHORITY

January 25, 2019

Dear Selection Committee:

I wanted to share my experience with Reeves Young on our iconic project, Centennial Olympic Park.

From the start, Reeves Young understood the high-profile nature of our project. They understood the key elements which would stand out in the memories of our world-wide visitors and worked diligently to ensure they could be produced within our budget. Reeves Young worked hand in hand with the designers throughout the project to ensure we had accurate, detailed information as design decisions were being considered. Their contributions ensured efficient construction processes, and well-spent resources which resulted in the user experience we expected within the allocated budget. Time and again they demonstrated their willingness to dig deep into the details and do footwork above and beyond what was expected.

Our project team, Mike Iezzi and Brian DeStefano were exceptional. Great communicators, we were always aware of the status of the project and were never surprised. They participated in the considerable public relations campaign around this project willingly and professionally and were an asset to the story. At times their work was very tedious-they inventoried each and every memorial brick which was removed for the project-yet they never lost sight of the big picture and how this project would improve the immediate community and Atlanta as a whole.

I have built many projects in my career, none have been as successful and enjoyable as the project with Reeves Young. I highly recommend this team for your landmark project. As a result of the success of this project, Reeves Young is working on two additional projects for GWCCA; I could not be more pleased.

Best regards,

Jeff Oden

Georgia World Congress Center Authority
Director of Project and Program Management
o: 404.223.4821 | c: 770.313.2306
joden@GWCC.com

Westside Park
Atlanta, GA



Walking Trail System | Playground Areas | Water Feature | Restroom Building







Description of Project
Reeves Young provided construction services for Atlanta's largest park, spanning 280 acres. The project encompassed conceptual master planning, design, ecological restoration of degraded industrial sites, permitting, and construction. The 36-acre development included a gateway entrance at Johnson Road and Grove Park Place, featuring lighting, signage, and graphics on the park's north side. Enhancements to Grove Park Place included road resurfacing and improved landscaping along the corridor. The park also features scenic trails, a pedestrian connection to the Proctor Creek Greenway, and an ADA-accessible overlook.

Start Date 6/2018
Completion Date 8/2021

Construction Cost $19,394,795
Completed on Time and in Budget

Owner Contact
City of Atlanta
233 Peachtree Street NE, Suite 1700
Atlanta GA 30303
Keith Hicks
404.546.6865
kjhicks@atlantaga.gov

The Grove at Walton County

Monroe, GA

CMAR Delivery



Amphitheater with Stage | Splash Pad | Walking Trails | Playgrounds
Community Center | Multipurpose Fields





Description of Project

The Grove will feature numerous attractions including a softball complex, an amphitheater, a splash pad, teen center, walking trails, skate park for various skill levels, a great lawn with amphitheater accommodating 3,500 to 5,000 attendees, a playground complex, a splash pad, and a community center with phases introducing a gym and basketball courts. Additional features include an administration area, activity center, game room, fitness room, and kitchen. Phase II of the project will also feature soccer fields and tennis courts.

Start Date 3/2024
Completion Date 3/2026

Construction Cost $40,381,731
Completed on Time and in Budget

Owner Contact
Walton County
303 S Hammond Drive
Monroe, GA 30655
John Ward
770.267.1301
john.ward@co.walton.ga.us

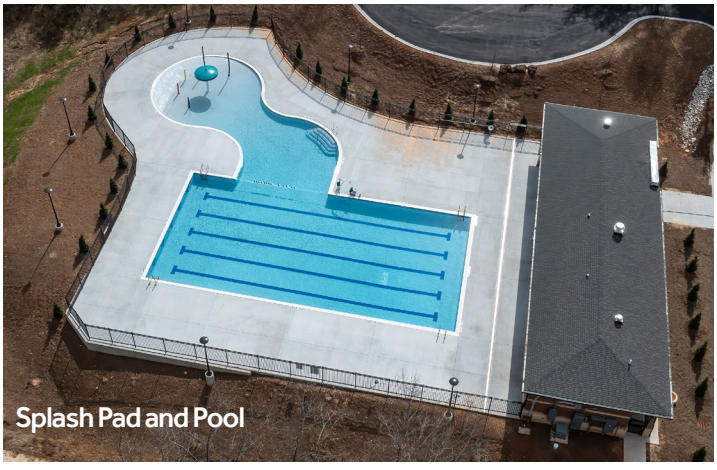
Jessie Davis Park Improvements

Douglasville, GA



Pool and Splash Pad | Playground | Trail System | Landscape | Community Buildings





Description of Project

Reeves Young provided construction services for a series of major improvements to this 26-acre park, including an upgraded synthetic turf football field, a multi-use trail system, pavilion areas, new playgrounds, a zero-entry pool, a splash pad, landscaping, and new signage. Also included was the new construction a two-story Recreation Building featuring two indoor gymnasiums, an elevated walking track and concessions stand, a Community Center, and a Senior Center. Additional enhancements The project also includes future renovations to the existing gymnasium building, along with the demolition of outdated park features as part of the overall scope.

Start Date 10/2022
Completion Date 8/2024

Construction Cost $21,910,988
Completed on Time and in Budget

Owner Contact
City of Douglasville Parks and Recreation Department
Chris Bass, CPRP
Director, Parks and Recreation
678.449.3064
bassc@douglasvillega.gov

Jessie Davis Park Improvements

Douglasville, GA







DOUGLASVILLE
PARKS AND RECREATION

August 21, 2025

RE: Letter of Reference for Reeves Young

I am pleased to recommend Reeves Young, who served as our construction partner for the Jessie Davis Park Improvements Project, which included a new Recreation Center with a Gymnasium, a Community Center, and a Senior Center.

From start to finish, Reeves Young demonstrated professionalism, reliability, and a commitment to quality. Their team communicated clearly, collaborated effectively with stakeholders, and delivered results that exceeded expectations.

One of their greatest strengths was proactive communication—keeping us informed, addressing challenges promptly, and ensuring the project stayed on schedule and within budget. Their staff consistently displayed teamwork, flexibility, and a strong dedication to our community's vision.

The completed project reflects excellent craftsmanship and thoughtful design, and our community is proud of the result. Reeves Young played a vital role in bringing this vision to life.

I strongly recommend Reeves Young to any organization seeking a skilled and dependable construction partner.

Respectfully,

Chris Bass

Christopher Bass, MPA, CPRE
Douglasville Parks and Recreation Director

Cherokee County Veterans Park and Community Center

Canton, GA



Park | Playground | Multipurpose Fields | Community Center | Multipurpose Spaces





Description of Project

The 76.5-acre Veterans Park features multi-sport fields, a skate park, a new concession/restroom building, a 2,100 SF maintenance building, a press box, and three prefabricated modular restroom buildings. Following the successful delivery of Veterans Park, Cherokee County again turned to Reeves Young to construct their 36,500 SF Community Center, which includes a gymnasium, classrooms, offices, a meeting room, locker rooms, a dance studio, a catering kitchen, and restrooms. Outdoor amenities further expand the community's gathering space with a large patio area designed for flexible use.

Start Date 12/2015
Completion Date 11/2022

Construction Cost $23,013,077
Park and Community Center combined

Owner Contact
Jud Martin
(formerly with Cherokee County,
now Deputy Program Manager at
Cobb County Parks/SPLOST Program)
770.547.2831
jud.martin@cobbcounty.org

Historic Old Fourth Ward Park

Atlanta, GA



Event Lawn | Amphitheater | Walking Trails | Splash Pad | Lake with Fountain



Historic Old Fourth Ward Park is an example of a sustainable design solution for a severe environmental problem resulting in a high-quality urban transformation within a community.



Description of Project

The City of Atlanta's Old Fourth Ward Park is an award-winning sustainable green space designed around a functional stormwater retention pond that serves as the park's focal point. Reeves Young constructed significant portions of the highly visible 17-acre multi-activity park, delivering features such as a recirculating stream, splash pad, waterfalls, amphitheater and event lawn, restroom facilities, and a large outdoor trellis with a sculpture garden.

The park offers an array of community amenities including walking and hiking trails, bike paths, sidewalks, concrete and stone retaining walls, water features, benches, playgrounds, and performance areas.

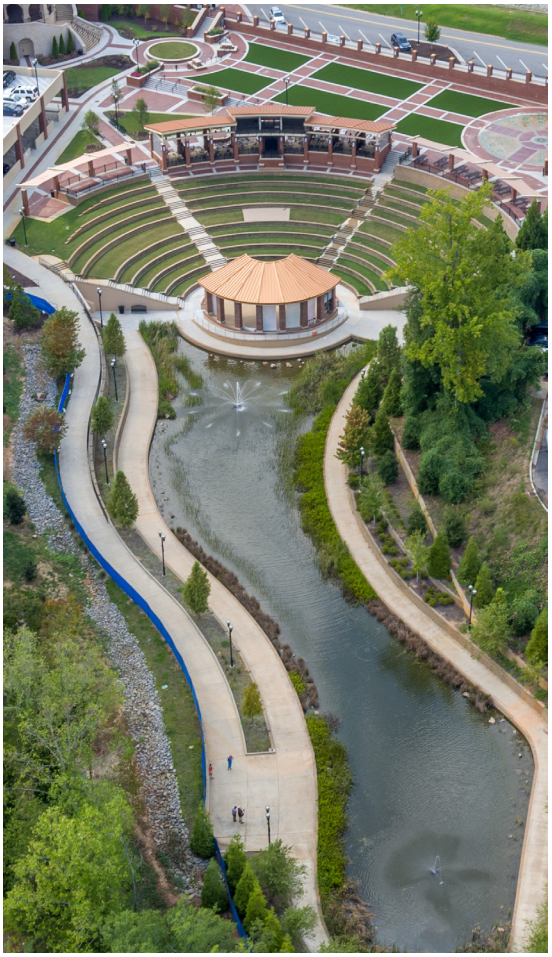
Reeves Young also built the third parcel, which introduced Atlanta's first public skate park with over 15,000 square feet of bowls, curbs, and smooth rolling concrete mounds, alongside a sports field, solar-panel-topped shade trellis, and additional public restrooms, establishing Old Fourth Ward Park as a dynamic destination that seamlessly blends recreation, sustainability, and community engagement.

City of Sugar Hill Town Center

Sugar Hill, GA



Event Lawn | Amphitheater | Walking Trails | Splash Pad | Lake with Fountain



Description of Project

Reeves Young partnered with the City of Sugar Hill to deliver a series of park-like improvements that transformed the Town Green into a vibrant community destination. The initial phase included the construction of a pond and stormwater management device, along with a new pavilion featuring structural steel and wood coverings, a covered stage, and a 10-tier modular wall and grass amphitheater. Serving as general contractor, Reeves Young self-performed all utility installation and grading. Since then, the team has delivered ongoing enhancements to the Bowl Venue, including eight semi-private VIP suites supported by 60 helical piers, a backstage greenroom facility, movable screen walls, expanded ADA seating, and a newly designed pavilion roof. Additional sitewide improvements included concrete and brick paver sidewalks, a splash pad, interactive fountain, and artificial turf green, features that elevated both the functionality and the aesthetic appeal of this public gathering space.

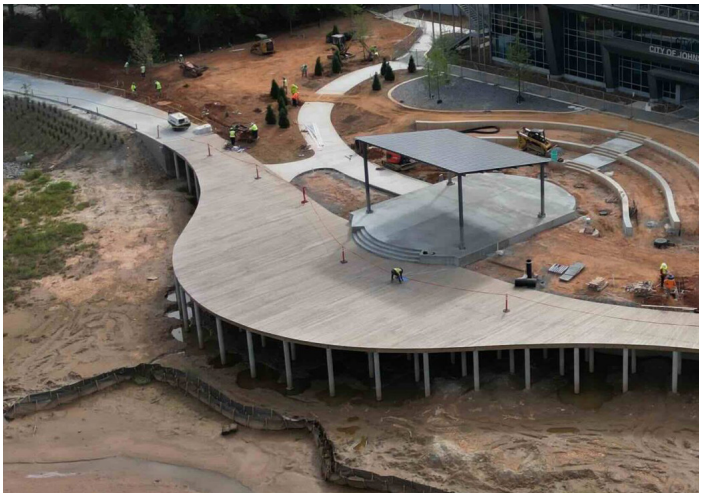


Creekside Park
Johns Creek, GA



Scheduled for completion in early 2026, this project aims to create a "civic hub" and "sense of place" for the community, enhancing the Town Center area of Johns Creek.

Amphitheater | Terraced Seating | Walking Tails and Boardwalk | Playground





Description of Project

Reeves Young is providing construction services to transform a 17.36-acre site into a city park. Known as Creekside Park, the project aims to create a vibrant community gathering space and reinforce the City's identity. Creekside Park project will feature an amphitheater, terraced seating areas for concert viewing, 15-foot-wide trails, pedestrian plazas, and pond overlooks.

The amenities are connected by a boardwalk to a three-acre constructed wetland designed to improve water quality and provide regional stormwater detention for future development in the Town Center area. Collectively, these improvements will help make the Town Center a vibrant destination. Planned improvements around the upper pond include terraced seating, an amphitheater with a deck extending over the water, and a small playground.



Satisfied Clients and Award Winning Park Projects

With each project, Reeves Young strives to exceed expectations, delivering unparalleled quality and craftsmanship. Our clients consistently praise our professionalism, attention to detail, and ability to bring their visions to life. From government clients to private agencies, our team's dedication to excellence shines through in every testimonial. These references serve as a testament to our commitment to client satisfaction and our unwavering pursuit of excellence in the construction industry.

References for Three Recent Projects

Marty Allen
City Manager
City of Suwanee
770945.8996
mallen@suwanee.com

Chris Bass, CPRP
Director Parks and Recreation
City of Douglasville
678.449.3064
bassc@douglasvillega.gov

Jud Martin
Deputy Program Manager for Cobb County Parks
(formerly with Cherokee County)
770.547.2831
jud.martin@cobbcounty.org

City of Atlanta Westside Park

The City of Atlanta's Westside Park project required extensive communication and coordination with numerous team members and stakeholders, and I am extremely pleased by Reeves Young's overall performance. Their team showed excellence in their ability to adapt to whatever conditions were presented on the project. Their team's ability to collaborate with the City, the designer, and the numerous subcontractors and suppliers was exemplary. They completed their work with quality and safety through a smooth and efficient process. Their efforts resulted in an award-winning project for the City of Atlanta and a wonderful place for visitors from all over the country to enjoy. I recommend Reeves Young for its ability to deliver exceptional results on time and within budget.

-- Keith J. Hicks , Director, Office of Park Design
City of Atlanta Department of Parks and Recreation



Award Winning Westside Park



Award Winning Suwanee Town Center on Main

Suwanee Town Center on Main

Reeves Young played a central role in bringing Suwanee Town Center on Main to life from the start to the end. They always approached the project with professionalism and flexibility. Their team was well-organized, and their communication was consistent and proactive. We always knew where things stood, and when challenges came up, as they always do, they worked quickly to find practical solutions and keep the project on track. Reeves Young was an excellent partner throughout the process. Their leadership helped guide the project and the end result is a park that we are proud of. I'd gladly work with them again and would recommend them without hesitation for future park or civic projects.

-- Marvin Allen, City Manager
City of Suwanee

Describe your firm's current capacity. Provide a brief statement of your current workload and available resources.. Demonstrate your ability to meet the project schedule and staffing requirements.

Current Workload and Available Resources

Reeves Young is a fully integrated construction company comprising four business units: Commercial, Heavy Civil, Water Resources, and Industrial. Each group stands independent as their respective scopes of work are different, however, each group's ability to perform at a high level is bolstered by the experience and expertise of the others. With employees and offices in Atlanta, Savannah, Nashville, and Greenville, Reeves Young is positioned to deliver diverse building services to clients throughout the Southeast.

Reeves Young is fully equipped and committed to delivering timely and high-quality services for the Zephyr Park rehabilitation project. Our ability to absorb additional workload stems from both our operational scale and our strategic resource planning. As a growing firm with a robust portfolio, we maintain a flexible yet dependable project delivery infrastructure that enables us to take on new responsibilities without compromising performance.

We have deliberately allocated our top-tier personnel, individuals with proven experience and deep expertise in community-focused construction, to this effort. These dedicated professionals are fully available and prepared to engage from day one, ensuring seamless project execution. You have our commitment: SUCCESS IS THE ONLY OPTION.

713	Total Full Time Employees
9	Senior Leadership
26	Preconstruction
89	Support Staff
108	Project Managers
165	Field Supervision
316	Field Staff

Ability to Meet the Schedule

The City of Zephyrhills will have confidence in your project throughout the duration. You will understand the status of the project at all times, and will know the next steps. You will know far ahead of time how you will need to participate so you can ensure your resources are available. Communication between the City of Zephyrhills, Kimley-Horn, additional stakeholders and Reeves Young is vital to the success of your project.

With rapport and mutual respect firmly established, the team will communicate regularly during the construction phase. In particular, the team will convene at Project Review Meetings to discuss project status, pending work, and any challenges. The frequency of these meetings will be determined after the award of contract; however, due to the nature of this project we recommend these meetings are conducted at least weekly.

Informally, the project management and superintendent teams will review work progress daily. Any subcontractor that does not appear to be meeting its obligations will be contacted immediately for remedial action.
We will formally review the project schedule with subcontractors weekly. During the meeting, the Subcontractor Stakeholders will review progress to date and two-week look ahead schedules so they can collaborate and plan their work appropriately. The team will make small internal adjustments so as not to impact the larger schedule milestones.

Most subcontractors respond to the informal and formal directives. In the event the subcontractor field team is not responsive, we will escalate and document the situation with the subcontractor management staff. If necessary, we will augment the field forces in order to move the project forward. The due diligence and collaboration that takes place during the design phase pays off in the construction phase. Because of the up-front work the team engaged in, constructability issues will not appear at this stage and hence change orders will not appear.

We will continually review the project for contracted costs vs. actual costs vs. projected costs to ensure the project remains within budget. As an added level of cost assurance, our executive staff will review job cost reports monthly to ensure our projects remain on track.

Scheduling/Sequence of Work/Phasing

Reeves Young incorporates LEAN thinking across our entire company and on all our projects from preconstruction to closeout/ warranty. Using the Pull Planning Approach, we create a collaborative team environment with all project partners fully engaged and actively participating throughout the project. LEAN schedules are developed collaboratively with the team members who are directly performing the work.

Our project team will work together to create an Overall Project Schedule that reflects the key construction and logistics activities, durations, and critical path to completing this project. The OPS is then expanded in greater detail using the Last Planner System (LPS) and LEAN scheduling tools, including pull planning sessions, weekly planners, a 4-week look-ahead schedule, and Planned Percent Complete (PPC) charts. The project team will use these LEAN scheduling tools to monitor and track progress, identify trends and constraints, establish a streamlined workflow, promote open communication, and eliminate project waste. This process aids in just-in-time deliveries, off-site manufacturing, and other instances that require thoughtful planning.



Pull Planning Session

For each project we:

- Establish milestones from the OPS.
- Use pull planning schedule technique placing more accountability on the subcontractors and their commitment to having work in place. Pull planning strategy will be used during preconstruction scope meetings to identify trade requirements inspections, durations, approvals, etc.
- Conduct weekly Last Planner meetings on site with all trade partner supervision to evaluate progress and adjust planning as necessary to complete work on time.
- Fill out a weekly planner and constraints log to ensure tracking by trade partners.
- Utilize a conference room at the job site with boards and magnets to track the progress of the 4-week look-ahead activity and plan our work.
- Utilize a Planned Percent Complete (PPC) chart to monitor completed tasks and trends. This is also reviewed with the subcontractor's monthly payment applications.
- Perform daily subcontractor huddles onsite.
- Identify and track constraints by a constraint log on the job site.

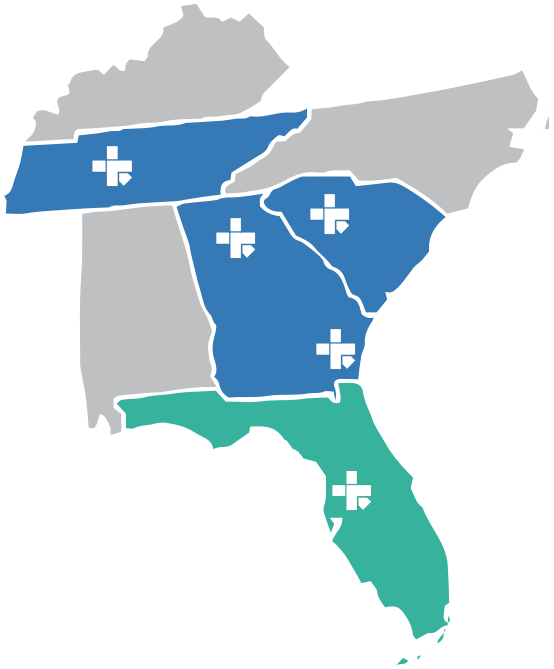
Reeves Young and our subcontractor teams will meet weekly to review and update the near-term progress and track the status of crucial material procurement items. This meeting will take a more detailed look at the activities that must be completed in the weeks ahead. Activities and progress will always tie back to the Overall Project Schedule so that any trends can be identified. During coordination meetings, the participating specialty contractors will work together to sequence their work and to identify and resolve conflicts. All potential conflicts are proactively resolved during design to ensure that construction is seamless, that all systems function efficiently, and are designed to the most economical option possible.

Effect of Project Team on Project Responses

Identify the location (city/state) where each element of work will be performed, whether by the prime firm or a subconsultant/contractor, and who in your organizational chart will oversee that work.

Reeves Young's corporate headquarters is located in Sugar Hill, Georgia. Preconstruction services and overall project management will be directed and supported from this office, providing access to our full range of corporate resources and industry expertise. In addition, a full-time, on-site project team will be dedicated exclusively to the success of this project.

To support day-to-day operations, we will establish a temporary field office at the jobsite. This facility will include two offices and a conference room designed to accommodate project management activities, Owner collaboration, subcontractor and supplier meetings, and regular field safety training.



The temporary office will be strategically located to avoid any impact on construction progress. It will be fully removed near project completion to ensure that all sitework can be finalized without disruption.

Identify the members of the project team and their locations. If key personnel are not stationed locally, describe how they will be successfully integrated into the project team for timely coordination.

Mike Iezzi, Project Executive	Corporate Office
Marco Donjuan, Senior Project Manager	Tampa Field Office
Steve Jordan, General Superintendent	Tampa Field Office
Nick Turner, Senior Superintendent	Tampa Field Office
Adam Scott, Senior Preconstruction Manager	Corporate Office

Confirm that the project team location will be within the greater Tampa Bay region, within an 80 mile radius of Zephyrhills.

Reeves Young confirms that our project team will be located within the greater Tampa Bay region, well inside the 80-mile radius of Zephyrhills. We have an established office in Tampa, Florida, which serves as a local hub for our operations in the region. From this location, our team is actively engaged in the rehabilitation of the Mid-Atlantic Live Nation Amphitheater and other regional work. This local presence ensures that our project leadership, support staff, and field teams will be readily available to respond to project needs, coordinate with stakeholders, and maintain the high level of accessibility and accountability Reeves Young is known for.

Reeves Young is ready to *jump right in* to the Zephyr Park Rehab!



Reeves Young, LLC Response

Pricing unsealed at Sep 19, 2025 10:00 AM

CONTACT INFORMATION

Company
Reeves Young, LLC

Email
miezzi@reevesyoung.com

Contact
Mike Iezzi

Address
45 Peachtree Industrial Blvd. N.W.,
Sugar Hill, GA 30518

Phone
N/A

Website
www.reevesyoung.com

Submission Date
Sep 19, 2025 8:42 AM (Eastern Time)

ADDENDA CONFIRMATION

No addenda issued

QUESTIONNAIRE

1. FEIN Number* ☑ Pass ☐ Fail

Enter FEIN Number

46-4674821

2. LICENSES* ☑ Pass ☐ Fail

Please upload your State of Florida licenses

FL-General_Contractors_License,Exp.8-31-26.pdf

3. Are you a Parent Company?* ☑ Pass ☐ Fail

Please verify whether you are a Parent Company

Yes

3.1. Parent Company Name* ☑ Pass ☐ Fail

Enter Parent Company Name

Reeves Young, LLC

3.2. Former Parent Company Information, if any* ☑ Pass ☐ Fail

Enter Former Parent Company/Companies Names

Reeves Contracting & Ditching Co.

4. Firm Principal Information* ☑ Pass ☐ Fail

Enter Name/Title/Phone Number of two Principals in the firm.

Mike Iezzi, Business Unit Leader-Commercial, 404.391.5482

Chad McLeod, President, 770.490.8808

5. Present Office Locations and Number of Personnel* ☑ Pass ☐ Fail

Enter Present Office locations, City/State/Number of personnel for each

Corporate Office-Sugar Hill/GA/508

Savannah/GA/10

Greenville/SC/127

Nashville/TN/68

6. Request for Qualifications Confirmation* ☑ Pass ☐ Fail

PROJECT IDENTIFICATION NUMBER: 2025-011

PROJECT NAME: Construction Management Services - Zephyr Park Rehabilitation

RFQ DEADLINE: Friday, September 19, 2025, 10:00 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 qualifications 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.

☑ Confirmed

7. Will you be using subcontractors/consultants?* ☑ Pass ☐ Fail

No

8. Drug Free Workplace* ☑ Pass ☐ Fail

The undersigned vendor, in accordance with Florida Statute 287.087, hereby certifies that the Firm 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 complies fully with the above requirements.

☑ Confirmed

9. Public Entity Crimes* ☑ Pass ☐ Fail

Please download the below document(s), complete, and upload.

> *PUBLIC_ENTITY_CRIMES.docx*

Public_Entity_Crimes_Reeves_Young.pdf

10. Non-Collusive Affidavit* ☑ Pass ☐ Fail

Please download the below document(s), complete, and upload.

> *NON-COLLUSIVE_AFFIDAVIT.docx*

Non_Collusive_Affidavit_Reeves_Young.pdf

11. No Coercion of Labor Affidavit* ☑ Pass ☐ Fail

Please download the below documents, complete, and upload.

> *36641134v1_-_Trafficking_Affidavit.docx*

Non_Coercion_of_Labor_Affidavit_Reeves_Young.pdf

12. Foreign Country of Concern Attestation* ☑ Pass ☐ Fail

Please download the below documents, complete, and upload.

> *36994068v1_-_PUR_1355_Foreign_Country_of_Concern_Attestation.docx*

Foreign_Country_of_Concern_Attestation_Reeves_Young.pdf

13. Statement of E-Verify Requirements Compliance* ☑ Pass ☐ Fail

By confirming, I, the duly authorized representative/agent of the firm I am representing for this bid hereinafter referred to as Successful Respondent, by this Affidavit attest to the following:

The Successful Respondent acknowledges that Section 274A of the Immigration and Nationalization Act and other relevant provisions of law prohibit the employment of unauthorized aliens; that the U.S. Department of Homeland Security has established an E-Verify System that allows employers to verify employee eligibility in an efficient manner; and that the Office of the Governor of the State of Florida has issued Executive Order 11-116, encouraging public agencies not under the control of the Governor to include as a provision of contracts for the provision of goods or services a requirement that contractors and subcontractors utilize the E-Verify System to verify employee eligibility. Successful Respondent hereby affirms and agrees that Successful Respondent is in compliance and shall at all times comply with Section 274A of the Immigration and Nationalization Act and other provisions of law with respect to the hiring of unauthorized aliens. Successful Respondent shall verify the eligibility of its current and prospective employees utilizing the U.S. Department of Homeland Security's E-Verify System during the term of this Agreement. Successful Respondent shall include in all contracts with subcontractors related to this Agreement a provision requiring the subcontractor to comply with Section 274A of the Immigration and Nationalization Act and other provisions of law with respect to the hiring of unauthorized aliens and to verify the employment eligibility of all the subcontractor's current and prospective employees using the U.S. Department of Homeland Security's E-Verify System. The Successful Respondent shall maintain records showing its compliance with the requirements of this paragraph, and shall provide copies of all such records to the City upon request. Failure to comply with any requirement of this paragraph shall constitute a breach of this Agreement for which the City may immediately terminate the Contract without penalty. In the event of such breach or termination, the Successful Respondent shall be liable to the City for any costs incurred by the City as a result of the breach.

IN ACCORDANCE WITH § 837.06, FLA. STAT., SUCCESSFUL RESPONDENT ACKNOWLEDGES THAT WHOEVER KNOWINGLY MAKES A FALSE STATEMENT IN WRITING WITH THE INTENT TO MISLEAD A PUBLIC SERVANT IN THE PERFORMANCE OF HIS OR HER OFFICIAL DUTY SHALL BE GUILTY OF A MISDEMEANOR OF THE SECOND DEGREE, PUNISHABLE AS PROVIDED IN § 775.082 OR § 775.083, FLA. STAT.

☑ Confirmed

---

14. Errors and Omissions* ☑ Pass ☐ Fail

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

No

---

15. Have you included your Resumes and Organization Chart in your Response* ☑ Pass ☐ Fail

Yes

---

16. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusions* ☑ Pass ☐ Fail

By clicking confirm, the prospective Vendor certifies:

1. 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.

☑ Confirmed

---

17. AMERICANS WITH DISABILITIES ACT OF 1990 (ADA)* ☑ Pass ☐ Fail

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

☑ Confirmed

18. 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

19. 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

20. COPYRIGHT RESTRICTIONS* ☑ Pass ☐ Fail

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

☑ Confirmed

21. 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

22. 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

23. 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, 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

24. 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

25. 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

26. 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

27. 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

28. 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

29. 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

30. TELECOMMUNICATIONS 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

31. 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

32. 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

33. 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

34. 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

35. Addenda* ☑ Pass ☐ Fail

By clicking below you confirm you are aware of all addenda published and have read all questions and responses to this solicitation

☑ Confirmed

36. RFQ Acceptance* ☑ Pass ☐ Fail

Please download the below document(s), complete, and upload.

> *ACCEPTANCE.docx*

RFP_Acceptance_Reeves_Young.pdf

37. RFQ Technical Response* ☑ Pass ☐ Fail

Upload your firm's response package.

Zephyr_Park_Rehab_Project_ID_Number_2025-011_Reeves_Young.pdf

38. Redacted Bid containing any information deemed confidential?* ☑ Pass ☐ Fail

If your response contains any information deemed confidential, provide an additional redacted version of your response labeled “Redacted”. An electronic copy shall be in Microsoft Word or Adobe – the most recent software version.

No

39. Point of Contact for Solicitation (Name/Email/Phone)* ☑ Pass ☐ Fail

Mike Iezzi, miezzi@reevesyoung.com , 404.391.5482

40. Authorized Signatory

40.1. Name and Title of Authorized Signatory* ☑ Pass ☐ Fail

Enter the Name and Title of the Authorized Signatory

Mike Iezzi, Business Unit Leader-Commercial

40.2. 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. ☑ Pass ☐ Fail

☑ Confirmed

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

GRAFF, MATTHEW A

REEVES YOUNG, LLC
45 PEACHTREE INDUSTRIAL BLVD
SUITE 200
SUGARHILL GA 30518

LICENSE NUMBER: CGC1525254

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 08/05/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

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

PROJECT NUMBER: 2025-011

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 City of Zephyrhills, Florida
(print name of the public entity)

by Chad McLeod, President
(print individual's name and title)

for Reeves Young, LLC
(print name of entity submitting sworn statement)

whose business address is

Construction

and (if applicable) its Federal Employer Identification Number (FEIN) is 46-4674821

(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.

_____
(Signature)

Sworn to and subscribed before me this 18 day of September, 2025

Personally known X

Or Produced identification _____

Notary Public – State of Georgia

_____
My commission expires February 26, 2028
(Type of Identification)

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

LAURIE M. WALTERS NOTARY PUBLIC FULTON COUNTY, GEORGIA

NON-COLLUSIVE AFFIDAVIT

PROJECT NUMBER: 2025-011

State of Florida
County of _____

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

President, 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

Reeves Young, LLC *(Company Name)*

State of Florida
County of _____

The foregoing instrument was acknowledged before me this 19 day of September, 2025 by Chad McLeod, President *(name and title of corporate officer)* of Reeves Young, LLC *(Name of Corporation),* a Limited Liability Company *(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)*

Laurie Walters *(Name of notary type, printed or stamped)*

_____ *(Title or rank)*

My commission expires: 2/26/2028

Serial number, if any _____

LAURIE M. WALTERS NOTARY PUBLIC FULTON COUNTY, GEORGIA

1

STATE OF GEORGIA

COUNTY OF GWINNETT

NO COERCION OF LABOR AFFIDAVIT

BEFORE ME, the undersigned authority, personally appeared Chad McLeod, who, after being duly sworn, deposes and states that he/she is an adult person, over the age of 18, competent to testify as to the following matters to which he/she has personal knowledge:

1. My name is Chad McLeod.

2. I am currently the President of Reeves Young, LLC.

3. In that capacity, I am authorized to make this attestation.

4. Pursuant to the requirement of Florida Statutes § 787.06(13), my company attests, under penalty of perjury, that it does not use coercion, as defined in Florida Statutes § 787.06(2)(a), for labor or services.

FURTHER AFFIANT SAYETH NOT:

_____

_____

The foregoing instrument was attested to before me this 19 day of September, 2025, by Chad McLeod, who is [X] personally known to me or [__] who has produced _____ as identification, and who did take an oath under penalty of perjury, and who appeared before me at the time of notarization.

Sign: _____

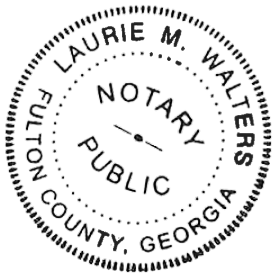
Print: Laurie Walters

Notary Public-State of Georgia

Commission No: _____

Commission Expires: 2/26/2028

seal:



36641134v1

FOREIGN COUNTRY OF CONCERN ATTESTATION
(PUR 1355)

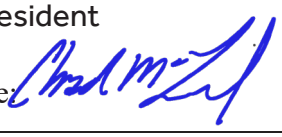
This form must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a Governmental Entity which would grant the entity access to an individual's Personal Identifying Information. Capitalized terms used herein have the definitions ascribed in Rule 60A-1.020, F.A.C.

Name of entity is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the entity.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name: Chad McLeod

Title: President

Signature: 

Date: September 18, 2025

RFP ACCEPTANCE

I acknowledge and understand the requirements set forth in
RFP No: 2025-011

Project Description: Zephyr Park Rehabilitation

Authorized Signature

September 18, 2025
Date

Chad McLeod
Printed Name

Reeves Young, LLC
Company Name

In witness whereof, the above submitted has hereunto set his signature and affixed his seal this 18 day of September A.D. 2025

REEVES YOUNG, LLC
LIMITED LIABILITY
COMPANY
GEORGIA

(Seal)

By: Dawn Welch

Title: Corporate Secretary

City Council Meeting
December 8, 2025

Information Only

BUSINESS ITEMS 3.4

MMTC Ordinance
First Reading Ordinance No. 1510-25 **" AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF ZEPHYRHILLS, FLORIDA AMENDING SECTION 2.05.05. – DEFINITION OF TERMS AND PART 13.02.00. - DEFINITION OF TERMS OF THE CITY OF ZEPHYRHILLS LAND DEVELOPMENT CODE TO REDEFINE MEDICAL MARIJUANA TREATMENT CENTERS; AMENDING TABLE 2.02.01 (ALLOWABLE USES IN ZONING DISTRICTS) REMOVING MEDICAL MARIJUANA TREATMENT CENTERS AS AN ALLOWABLE USE; PROVIDING FOR REPEALER, CONFLICT SEVERABILITY, INCLUSION "**

Issue:
The City has had a moratorium on medical marijuana treatment centers that has allowed Staff the opportunity to conduct research on the use. The City Attorney has also been involved in the research, and we specifically looked into cultivation / grow houses from a prior inquiry. The City's current zoning has a category titled Medical marijuana treatment center and dispensing centers pursuant to F. S. Sect. 381.986 and is authorized by the State to allow / dispense marijuana, but does not include the cultivation, processing or distribution facilities of the medical marijuana treatment center. The City Attorney has opined and indicated that the City is able to exclude / prohibit all the MMTC uses in the City's zoning categories. City Staff, City Manager & City Attorney have reviewed / discussed the use and recommend that all MMTC related uses be excluded / prohibited in the City's zoning categories. Staff recommends the proposed change and that the Zoning Districts and Allowable Uses Table (2.02.06 - LDC) be amended to exclude all MMTC related uses form the CIty's zoning code / use table.

Background:

Attachment(s):
1. Ordinance No. 1502-25 Medical Marijuana Moratorium
2. 38579191v1 - Redline - ATTACHMENT 1 - Table 2.02.01 12-3-2025
3. Ordinance 1510-25 LDC Text Amendment MMTC (1)

Fiscal Impact:
N/A

Staff Recommendation:
Staff recommends approval of Ordinance 1510-25 on the first reading.

ORDINANCE NO. 1502-25

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

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

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

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

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

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

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

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

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

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

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

Section 1. Authority.

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

Section 2. Legislative Findings of Fact.

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

Section 3. Definitions.

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

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

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

Section 4. Temporary Moratorium

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

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

Section 5. Expiration of the Temporary Moratorium.

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

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

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

Section 6. Repealer.

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

Section 7. Penalties.

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

Section 8. Severability.

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

Section 9. Effective Date.

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

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

Attest:

Ricardo Quiñones, City Clerk

Charles E. Proctor
Council President

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

Attest:

Eileen Mercado,
Assistant City Clerk

Charles E. Proctor,
Council President

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

Melonie Bahr Monson, Mayor

Approved as to legal form and content:

Matthew E. Maggard, Esq.
City Attorney

#30993987v1

TABLE 2.02.01, Permitted Uses in Zoning Distr

Permission Key:

P Permitted as of right
S Provisional - Level 1 Review
SE Special Exception - Level 2 Review
C Conditional Use - Leve
A Accessory - ancillary to
T Temporary - ancillary t
Blank Spaces on this table indicate that the use is not permitted within zoning districts.

USES	ZONING DISTRICTS																					CODE REFERENCE
	ER	R1	R2	R3	R4	M1	M2	M3	M4	OP	C1	C2	C3	LI	HI	AP1	AP2	RC	TCBD	TCBD-H	TMU	TMU-H	
RESIDENTIAL																							
SINGLE-FAMILY																							
Attached				C	P					C										C	C	C	LDC: 2.01.03.06.01
Detached	P	P	P	P					C	C										S	S	S	
Mobile Home						P	P																FS 320.01
Mobile Home Subdivision						P																	
MULTI-FAMILY																							
Apartment Building					P					C	C									C	C	C	7.09.10
Bungalow Court				P	P					C	C									S	S	S	7.09.10
Duplex				C	P																		7.09.10
Multi-Plex				C	P					C	C												7.09.10

	USES	ZONING DISTRICTS																					CODE REFERENCE
		ER	R1	R2	R3	R4	M1	M2	M3	M4	OP	C1	C2	C3	LI	HI	AP1	AP2	RC	TCBD	TCBD-H	TMU	TMU-H	
RESIDENTIAL	**BOARD & CARE**																						
	Assisted Living					C					P		C	P										
	Group Home / Congregate Care				C	P					P													7.09.06
	Nursing Home				C	C					P	C		P										7.09.17
	Residential Care Facility					P					P	P												
	Retirement Housing					P					C													
	OTHER RESIDENTIAL																						
	Accessory Dwelling Unit	A	A	A	A																	A	A	RESERVED LDC 7.09.29

	USES	ZONING DISTRICTS																					CODE REFERENCE
		ER	R1	R2	R3	R4	M1	M2	M3	M4	OP	C1	C2	C3	LI	HI	AP1	AP2	RC	TCBD	TCBD-H	TMU	TMU-H	
RESIDENTIAL	Accessory Residential Structure	A	A	A	A	A	A	A														A	A	LDC 7.09.01 LDC 7.09.22 ORD No. 1359-18
	Bed & Breakfast		SE	SE	SE	SE					S	C									S	S	S	LDC 11.09.01(E)
	Home Occupation	P	P	P	P	P																P	P	LDC 7.09.15
	Hotel										S		P	P				C				C		
	Inn										S		P	P								S		
	Live / Work Quarters										S	S									S	S	S	LDC
	Motel												C	C										
	Recreational Vehicle (RV)								P	P														LDC 7.09.19 LDC 7.09.20
		ZONING DISTRICTS																						

USES	ER	R1	R2	R3	R4	M1	M2	M3	M4	OP	C1	C2	C3	LI	HI	AP1	AP2	RC	TCBD	TCBD-H	TMU	TMU-H	CODE REFERENCE
COMMERCIAL																							
AUTOMOBILE SALES / SERVICE																							
Automobile / Vehicle Sales													P										
Automobile Repair / Service											C	P	P	P									LDC 7.09.04
Car Wash											C	P	P										LDC 7.09.04
Gasoline (Fuel) Service Station												P	P	P			P						LDC 7.09.04
Heavy Equipment Repair / Service														P									LDC 7.09.04
Parts & Accessory Sales												P	P	S									
RETAIL SALES / SERVICE																							
Convenience Store										P	P	P	P							S	S	S	
Department Store, Big Box, Large Retail, etc.												P	P										LDC 7.10.02
	ZONING DISTRICTS																						

	USES	ER	R1	R2	R3	R4	M1	M2	M3	M4	OP	C1	C2	C3	LI	HI	AP1	AP2	RC	TCBD	TCBD-H	TMU	TMU-H	*CODE REFERENCE*
COMMERCIAL	Drive-in Business												P											LDC 7.09.09
	Flea Market (Indoor/Enclosed)												C	C										LDC 7.09.12
	Flea Market (Outdoor/Open)													C	S									LDC 7.09.12
	General Retail Store											P	P	P							P	P	P	
	Liquor Store											S	S	S										LDC 7.09.03
	Mixed Use (Permitted & Accessory Uses)										P	P									P	P	P	
	Pawn Shop												S	P										
	Shopping Center												P	P										
	HEALTH & PERSONAL SERVICES																							
	Beauty / Barber Shop										P	P	P								P	P	P	
		ZONING DISTRICTS																						

	USES	ER	R1	R2	R3	R4	M1	M2	M3	M4	OP	C1	C2	C3	LI	HI	AP1	AP2	RC	TCBD	TCBD-H	TMU	TMU-H	CODE REFERENCE
COMMERCIAL	Laundry / Dry Cleaning Plant													P	P									
	Laundry / Dry-Cleaning Services										P	P	P	P							C			
	Pharmacy/Drug Store										P	S	P								S	S		
	Medical Marijuana Treatment Centers (MMTC)										~~P~~	~~S~~	~~P~~								~~S~~	~~S~~		
	Tattoo & Body Piercing Services										S	P	P								S			
	Other Personal Services										P	P	P	P							S	S	S	
	FINANCIAL, BUSINESS AND PROFESSIONAL																							
	Financial Services (Bank)										P	P	P	P							S	S	S	
	Financial Services (Commercial Lender, Non-Bank)											P	P	P										

	USES	ZONING DISTRICTS																					CODE REFERENCE
		ER	R1	R2	R3	R4	M1	M2	M3	M4	OP	C1	C2	C3	LI	HI	AP1	AP2	RC	TCBD	TCBD-H	TMU	TMU-H	
COMMERCIAL	Office (Professional)										P	P	P	P							P	P	P	
	Office (Trades/Fleet)												S	P	P									
	FOOD SERVICES																							
	Bar/Tavern / Drinking Establishment											S	S	P				C			S	S	S	LDC 7.09.03
	Brewery													P	P									
	Catering / Food Service Contractor										P	P	P	P							S	S	S	

	USES	ZONING DISTRICTS																					CODE REFERENCE
		ER	R1	R2	R3	R4	M1	M2	M3	M4	OP	C1	C2	C3	LI	HI	AP1	AP2	RC	TCBD	TCBD-H	TMU	TMU-H	
COMMERCIAL	Catering / Food Service Contractor										P	P	P	P							S	S	S	
	Mobile/Push Cart Food Services																		T		T	T	T	
	Restaurant (Neighborhood Cafe)										P	P	P					SE			P	S	S	
	Restaurant (Full Service)										S	P	P	P	SE			SE			P	S	S	LDC 11.09.01(D)
	Restaurant (Drive-thru)											S	P	P										
	ANIMAL ORIENTED																							
	Grooming Services										P	P	P	P							P	P	P	
	Kennel														P									
	Pet Care Services (Indoor)										S		S	C							S			
	Pet Care Services (Indoor/Outdoor)												C	C	P									
		ZONING DISTRICTS																						

USES	ER	R1	R2	R3	R4	M1	M2	M3	M4	OP	C1	C2	C3	LI	HI	AP1	AP2	RC	TCBD	TCBD-H	TMU	TMU-H	CODE REFERENCE
COMMERCIAL																							
Veterinary Clinic/Hospital												P	P	P									LDC 7.09.26
OTHER COMMERCIAL USES																							
Adult (Regulated) Uses												C	C										LDC 7.09.02
Outdoor Merchandising Display										A	A	A	A							T	T	T	
Outdoor Merchandise Storage												A											
AGRICULTURE																							
Community Garden	P	P	P	P	P	P	P	P	P	P	P	P	P	P				P		P	P	P	LDC 7.09.28
Greenhouse											C	C	P	P						S			
Landscape Supply / Garden Center												P	P	P									
Nursery (Commercial)											P	P	P	P							C	C	

USES	ZONING DISTRICTS																						CODE REFERENCE
	ER	R1	R2	R3	R4	M1	M2	M3	M4	OP	C1	C2	C3	LI	HI	AP1	AP2	RC	TCBD	TCBD-H	TMU	TMU-H	
ARTS, RECREATION & ENTERTAINMENT																							
ARTS																							

USES	ZONING DISTRICTS																					CODE REFERENCE
	ER	R1	R2	R3	R4	M1	M2	M3	M4	OP	C1	C2	C3	LI	HI	AP1	AP2	RC	TCBD	TCBD-H	TMU	TMU-H	
CIVIC																							
EDUCATION																							
ARTS, RECREATION & ENTERTAINMENT																							
Fountain / Public Art Installation	P	P	P	P	P	P	P	P	P	P	P	P	P	P			P	P		P	P	P	
Museum										P	P	P	P				P			P	P	P	LDC 7.09.28
Performing Arts Center										S	P	P								S	S	S	
Studio										P	P									P	P	P	
Theater											S	P	P							S			LDC 7.09.07
RECREATION																							
Fitness, Recreation Sports, Gym, etc.										P	P	P	P							P	P	P	LDC 7.09.07
Outdoor Recreation Center													S	S				S					
Public Open Space	P	P	P	P	P	P	P	P	P	P	P	P	P	P				P		P	P	P	
Private Club / Recreation Facility	SE	SE	SE	SE	SE	SE	SE	SE	SE	SE	SE	SE	SE	SE						SE	SE	SE	LDC 7.02.01.16 LDC 7.09.18 LDC 11.09.01(B)
Sports Stadium & Arena													S	S				S					
Sport Shooting Range (Indoor)												C	C	C									

	USES	ER	R1	R2	R3	R4	M1	M2	M3	M4	OP	C1	C2	C3	LI	HI	AP1	AP2	RC	TCBD	TCBD-H	TMU	TMU-H	CODE REFERENCE
		ZONING DISTRICTS																						
CIVIC	College & University										P	P	P	P							S			
	Grade School (Public or Private)	P	P	P	P	P					P										S	S	S	
	Technical Trade, Vocational, etc.										S	P	P	P	S			S			S			
	PUBLIC ADMINISTRATION																							
	Government Offices / Facilities	P	P	P	P	P	P	P	P	P	P	P	P	P	P			P	P		P	P	P	
	HEALTH & HUMAN SERVICES																							
	Blood & Organ Banks												P	P										
	Day Care Services				C	S					S	S	C									S	S	LDC 7.09.08
	Funeral Home Services										C	C	P	P	P						S			LDC 7.09.13
	Hospitals												C	P										

	USES	ER	R1	R2	R3	R4	M1	M2	M3	M4	OP	C1	C2	C3	LI	HI	AP1	AP2	RC	TCBD	TCBD-H	TMU	TMU-H	CODE REFERENCE
CIVIC	Medical / Dental Clinics										P	P	P	P							S	S	S	
	Rehabilitative Services										S	S	P	P								C	C	
	ASSOCIATIONS, CLUBS, NOT FOR PROFIT ENTITIES, ETC.																							
	Association, Fraternity, Non-profit, etc.										P	S	S								P	P	P	LDC 7.09.18
	House of Worship		S	S	S	S	S				S	S	S								P	P	P	LDC 7.09.05
	Social Assistance, Welfare, Charities, etc.										P	P	P	P							S			
	INDUSTRIAL, TRANSPORTATION, & STORAGE																							
INDUSTRIAL...	**MANUFACTURING**																							
	Construction Services													S	P									
	Drug Processing													P	P									

USES	ZONING DISTRICTS																						CODE REFERENCE
	ER	R1	R2	R3	R4	M1	M2	M3	M4	OP	C1	C2	C3	LI	HI	AP1	AP2	RC	TCBD	TCBD-H	TMU	TMU-H	
INDUSTRIAL, TRANSPORTATION, & STORAGE																							
Heavy Industry / Manufacturing																							
High-Tech Manufacturing														P			S						
Laboratory (Testing)												C	P	P									
Light Assembly & Processing														P			S						
Publishing & Printing												S	S	P									
Wood Products / Lumber Yard														C									

INDUSTRIAL, TRANSPORTATION, & STORAGE	ER	R1	R2	R3	R4	M1	M2	M3	M4	OP	C1	C2	C3	LI	HI	AP1	AP2	RC	TCBD	TCBD-H	TMU	TMU-H	CODE REFERENCE
STORAGE																							
Materials Handling & Storage														P									
Mini Warehouse / Self Storage												C	P	P									LDC 7.09.16
Outdoor Storage											C	C	C	S									
Warehouse														P									
WHOLESALE																							
Wholesale Distribution																							
Wholesale Retail												C	P	P			P						
MISCELLANEOUS INDUSTRIAL USES																							
Junkyard														C									
Recycling Center														C									LDC 7.09.21
Recycling Processing Center																							

INDUSTRIAL, TRANSPORTATION, & STORAGE	Paint Booth													SE	P								LDC 11.09.01(C)
	Tank Farms																						
	TRANSPORTATION																						
	Airport Service / Maintenance Facility																P						ORD No. 1358-18
	Commercial Parking Structure										S	S	S	S	S		S			S	S	S	ORD No. 1358-18
	Commercial Parking Surface										S	S	S	S	S		S	S		S	S	S	ORD No. 1358-18
	Mass Transit Center												P	P	S		S						ORD No. 1358-18
	Towing Services													P	P								
	Freight Transportation													P	P		P						

ricts

el 3 Review

o the principal use only, review may be required

to the principal for a set limited time

DEFINITION
A planned arrangement of buildings which touch lot lines but are individually owned and occupied for residential purposes including but not limited to the following: row houses, townhouses, villas, and condominiums.
A single-family dwelling structure separated by at least five feet in horizontal distance from any other building, structure, or unit.
A dwelling unit constructed prior to June 15, 1976 or after June 15, 1976 under the authority of the National Manufactured Home Construction and Safety Standards Act, transportable in one or mores sections, which is eight body feet or more in width and which is built on an integral chassis and designed to be used as a dwelling when connected to the required utilities and includes the plumbing, heating, air-conditioning and electrical systems contained therein.
Development subdivide for sale of individual lots for the placement of mobile homes.
A high density, multi-family dwelling structure containing multiple, separate residential dwellings (apartments) for lease under common ownership.
A series of small, detached residential structures arranged to define a court perpendicular to the street on a single lot under common ownership.
A single structure containing two dwelling units, each of which has direct access to the outside for lease under common ownership.
Structures containing between three and ten dwelling units with direct access to the outside on a single lot under common ownership.

DEFINITION
Establishment providing residents with assistance with daily activities such as dressing, grooming, bathing and the like.
A facility providing a living environment for unrelated residents who operate as the functional equivalent of a family, including such supervision and care as may be necessary to meet the physical, emotional and social needs of the residents. Adult congregate care facilities comparable in size to group homes are included in this definition. It shall not include rooming or boarding houses, clubs, fraternities or sororities, monasteries or convents, hotels, residential treatment facilities, nursing home or emergency shelters.
A home licensed by the state for the aged or chronically or incurably ill persons in which five or more such persons not of the immediate family are provided with food and shelter or care for compensation, but not including hospitals, clinics, or similar institutions devoted primarily to the diagnosis and treatment of the sick or injured.
Facility providing primarily non-medical services to seven or more individuals in need of personal assistance essential for sustaining the activities of daily living or for the protection of the individual, excluding members of the resident family, continuing care retirement centers and the like.
A residential complex containing multi-family dwellings designated for and principally occupied by senior citizens. The facilities may include a congregate meal program in a common dining area, but exclude institutional care such as medical or nursing care and are distinguished from nursing homes.
Residential dwelling unit, structure or living space, ancillary and subordinate to the principal permitted or conditional residential use, intended for habitation such as but not limited to: garage apartments, ancillary apartments, mother-in-law units, guest houses, carriage houses and granny flats.

DEFINITION
Uses and/or structures that are ancillary, subordinate to and located on the same parcel of land as the principal, permitted or conditional use such as pools, storage sheds, etc., and are not to be inhabited.
A transient lodging establishment, generally in a single-family dwelling and/or detached guesthouse, with a maximum of five rooms primarily engaged in providing overnight or otherwise temporary lodging for the general public and may provide meals for compensation.
Occupation carried on in a dwelling unit by the resident thereof, provided that the use is limited in extent and incidental and secondary to the use of the dwelling unit for residential purposes and does not change the character thereof.
A building in which lodging is provided and offered to the public for compensation and which is open to transient guests and is not a rooming or boarding house as herein defined.
Transient lodging establishment, offering between six and twelve bedrooms, primarily engaged in providing overnight or otherwise temporary lodging for the general public and permitted to provide meals for compensation.
Buildings or spaces within buildings that are used jointly for commercial and residential purposes where the residential use of the space is secondary or accessory to the primary use as a place of work.
A building or group of buildings in which lodging is provided to transient guests, offered to the public for compensation and in which direct access to and from each room or unit is through an exterior door.
Any building, structure or vehicle designed and/or used for living or sleeping and/or recreational purposes and equipped with wheels to facilitate movement from place to place and automobiles when used for living or sleeping purposes including pick-up coaches (campers), motorized homes, boats, travel trailers, and camping trailers not meeting the specifications required for a manufactured or mobile home.

DEFINITION
The use of any building, land area or other premises or portion thereof, for the display, sale or lease of new or used automobiles (vehicles), panel trucks or vans, trailers or recreational vehicles (motorhomes, campers, boats, golf carts, motorcycles, etc.) and including any warranty repair work and other repair service conducted as an accessory use.
Any building, structure, improvements or land used for the repair and maintenance of automobiles, motorcycles, trucks, trailers and similar vehicles including, but not limited to: body, fender, muffler or upholstery work, oil change and lubrication, painting, tire service and sales or installation of CB radios, car alarms, stereo equipment or cellular telephones.
Establishment providing full-service or self-service washing and detailing of motor vehicles and domestic equipment.
Establishment selling automotive fuels (diesel fuel, gasoline, ethanol, etc.) comprised of gas or fuel pumps, overhead canopy and attendant shelters or convenience stores.
Any building, structure, improvements or land used for the repair and maintenance of heavy vehicles (farm equipment, construction equipment, etc.) and similar vehicles, not in conjunction with the sale of equipment or vehicles.
Establishment selling automotive parts and accessories. This use may also be considered ancillary to another principal use.
A small retail establishment usually located within or associated with another use that offers for sale convenience goods, such as prepackaged food items, tobacco, periodicals, and other household goods.
A singular retail or wholesale user who occupies no less than 75,000 square feet of gross floor area, typically requires high parking area ratios and has a regional sales market. Regional retail/wholesale sales can include, but are not limited to, membership warehouse clubs that emphasize bulk sales, discount stores and department stores.

DEFINITION
Drive-in retail establishment offering for sale goods to the general public. This definition is separate from Drive-in theaters and restaurants and financial institutions with drive-thru services.
An indoor commercial activity, not including shopping centers, individual retail operations or sales conducted by a non-profit or charitable organization, that is open to the general public and composed of five or more semi-enclosed or outdoor stalls, rooms, stands or spaces used for the purpose of display and sale, exchange or barter of merchandise.
An outdoor commercial activity, not including shopping centers, individual retail operations or sales conducted by a non-profit or charitable organization, that is open to the general public and composed of five or more semi-enclosed or outdoor stalls, rooms, stands or spaces used for the purpose of display and sale, exchange or barter of merchandise.
Selling of goods to the general public, businesses and institutions for professional, personal and household consumption. After sales services may be provided (repair and installation services incidental to the sale of goods). Merchandise display, retail and service transactions shall be conducted within completely enclosed buildings.
Retail establishment selling beverages containing more than 14% alcohol by weight for off-premises consumption only.
Establishment with two or more different uses, determined by the specific zoning district, on the same site. This term shall not include live/work units, home occupations, and/or accessory dwelling units.
Establishment run by a licensed pawn broker (as defined in FS §539.01) where money is lent in exchange for personal property that can be sold if the loan is not repaid in sufficient time.
A group of three or more business establishments within a single architectural plan, with common ownership of property or cooperative or condominium ownership.
Any commercial establishment, residence or vehicle or other establishment, place or event wherein cosmetology is offered or practiced on a regular basis; may include the training of apprentices under regulations of the board.

DEFINITION
Establishment providing laundry / dry-cleaning services to the public with pick-up at an off-site location.
Establishment providing laundry / dry-cleaning services directly to the public, *excluding those providing service for pickup off premises.*
Establishment were the primary business is the filling of medical prescriptions and the sale of medication, medical devices and supplies, and nonprescription medicines. Non-medical products may also be sold. Compounding facilities may be approved as an accessory use.
~~Retail sales component of a Medical Marijuana Treatment Center~~An entity that ~~has been licensed by the Florida Department of Health Office of Medical Marijuana Use pursuant to Section 381.986~~ acquires, ~~Florida Statutes~~ cultivates, ~~and is authorized by the State to dispense~~ possesses, processes (including development of related products such as food, tinctures, aerosols, oils, or ointments), transfers, transports, sells, distributes, dispenses, or administers marijuana, ~~but does not include the cultivation~~ products containing marijuana, ~~processing~~ related supplies, or ~~distribution facilities of~~ educational materials to qualifying patients or their caregivers and is registered by the ~~Medical Marijuana Treatment Center~~Florida Department of Health.
Establishment licensed to provide tattoo and body piercing services to individuals.
Establishment providing individual and personal services such as but not limited to nail and tanning salons, day spas, licensed massage establishments, shoe shine and repair, dressmaking, tailoring and garment repair shops. Specifically excluding adult regulated uses.
A licensed establishment providing financial services including bank cashing, accepting deposits, lending and safeguarding of money or other valuable items.
Establishment without a full banking license and not subject to national or international banking regulations providing financial services including lending.

DEFINITION
The office of a member of a recognized profession maintained for the conduct of that profession. A profession is a vocation, calling, occupation or employment requiring training in the liberal arts or sciences or combination thereof, requiring advanced study in a specialized field; any occupation requiring licensing by the state and maintenance of professional standards applicable to the field. *This definition does not include offices for trade professions requiring fleet vehicles such as construction, pest control, etc.*
The office of a business or establishment utilizing light commercial or fleet vehicles to provide primarily off-site/mobile services including but not limited to: pest control, cable television/internet, plumbing, electrical, air conditioning, lawn care, mobile detailing tree services, taxi and limousine services.
Any establishment serving alcoholic beverages for on-premises consumption in conjunction with or without the form of entertainment or any establishment selling alcoholic beverages to be called for or taken out by customers, or to be delivered. A food service establishment which derives at least 51% of its gross revenue from the sale of food and non-alcoholic beverages shall not be considered a bar/tavern/drinking establishment under this definition. This definition shall include micro brewing producing less than 405,000 US Gallons (15,000 barrels) of beer per year offering tasting, on-site consumption and retail carryout.
Establishment, primarily a brewery, producing more than 405,000 US Gallons of beer (15,000 barrels) per year. Breweries sell to the public through wholesalers, retailers and directly to the consumer but does not provide for retail carryout sales, or consumption of product on the premises.
Establishment providing pre-arranged, on or off-site meal preparation and delivery services for off-site consumption at a lawful principal use, excluding restaurants and bars which may perform the same function.

DEFINITION
Establishment providing pre-arranged, on or off-site meal preparation and delivery services for off-site consumption at a lawful principal use, excluding restaurants and bars which may perform the same function.
The selling or business of selling food from a mobile food vending vehicle (food truck) from which food items are sold to the general public. Mobile food venders are only allowable by permit, for temporary sales and in conjunction with special event permits.
Establishment serving or selling food or beverage prepared on the premises for immediate consumption on or off-site utilizing existing buildings intended for commercial use or new buildings and non-commercial use intended buildings less than 2,400 sf in traditional districts downtown zoning districts (TCBD-H, TMU & TMU-H). This term shall include but is not limited to cafes, coffee-shops, bakeries, boutique restaurants, etc. This term shall not provide for provision of drive-thru facilities but shall include outdoor seating areas for eating, drinking and socializing.
Establishment serving or selling food or beverages prepared on the premises for immediate consumption on or off-site. This term shall include an outdoor seating area for eating, drinking and socializing. This term shall not include the use of drive-thru facilities.
Establishment serving or selling food or beverages prepared on the premises for immediate consumption on or off-site utilizing a drive-thru facility allowing customers in parked vehicles to transact business with persons inside the principal building.
Establishment providing hygienic care, cosmetic care, and cleaning services for household pets such as dogs and cats.
Establishment for keeping of five or more domestic dogs and/or ten or more cats on site for longer than 24 hours.
Establishment providing individual and personal service functions, including pet day care services for a period not to exceed twenty-four (24) hours. Outdoor areas for pets are prohibited.
Establishment providing individual and personal service functions, including pet day care services for a period not to exceed twenty-four (24) hours. Outdoor areas for pets may be permitted.

DEFINITION
Establishment with licensed practitioners of veterinary medicine, dentistry or surgery for animals, including establishments providing testing services for licensed veterinary practitioners.
Uses including adult arcade, adult book store, adult dancing establishments, adult entertainment, adult theater and/or adult massage establishments.
Fenced outdoor area of a designated size used for the display of merchandise or tangible property normally vended within the contiguous principal use during regular business hours only. Multiple items may be displayed on a rack but shall not be stacked upon each other. Site Plan Approval is required. This term is separate from Outdoor Storage and Outdoor Merchandise Storage is only intended for display of merchandise during business hours.
Storage, collection or display for more than 24 consecutive hours of any merchandise, products, materials, appliances, equipment, etc. associated a principal businesses on an enclosed, covered or uncovered area. This term is separate from Outdoor Storage and Outdoor Merchandising Display. Site Plan Approval is required.
A piece of land that is managed and maintained by a group of people to grow and harvest food crops and non-food ornamental crops, such as flowers, for personal or group use, consumption, donation, or limited sale. A community garden may be divided into separate plots for cultivation by one or more individuals, or may be farmed collectively by members of a group, and may include common areas maintained and used by group members.
Establishment for propagation, processing and storage of plants produced for wholesale or retail sales. Uses include growing beds, greenhouses, vertical farming and hydroponic systems.
Establishment licensed for the retail sale of landscape materials and garden supplies such as but not limited to landscape stones, gravel, mulch, plants, etc.
Establishment licensed for the retail sale of nursery and garden products such as trees, shrubs, plants, seeds, bulbs and sod, where 50% of products are grown off-site. This definition does not include landscape supply and garden centers.
DEFINITION

Any visual art displayed for two weeks or more in an open city-owned area, on the exterior of any city-owned facility, within any city-owned facility in areas designated as public area, lobbies or public assembly areas or on non-city property if the work of art is installed or financed, either wholly or in part, with city funds or grants procured by the city.
Establishment for the exhibition and preservation of historical, cultural and educational objects and structures.
Establishment for the enactment of live performances. This term specifically excludes adult theaters and dinner theaters.
Establishment utilized for the creation, showing and selling of art such as but not limited to film or television, sculptures, photographs, paintings, drawings and woodworking.
Establishment for the showing of motion pictures, specifically excluding adult theaters.
Establishment offering membership to the general public for use of exercise equipment, rooms, classes, and related services.
Outdoor establishment on public or private property used for recreational entertainment such as, but not limited to outdoor auditoriums, amphitheaters, swimming pools and/or tennis courts.
Neighborhood, community or regional open space (state, county or city owned and operated) intended to serve the recreation and open space needs of the community.
Recreational center for the exclusive use of members and their guests with facilities usually including swimming pools and/or tennis courts, but specifically excluding golf courses.
A facility or area surrounded by seats for spectators where sports, entertainment and other public events are held.
An enclosed, specialized facility designed for practicing, training and educational use of firearms and archery, including target practice and competitions.
DEFINITION

Establishment offering academic or technical courses and graduate degrees, certificates or diplomas at the associate or higher levels. Admission requires a high school diploma or equivalent.
Elementary schools, special education facilities, alternate education facilities, middle schools and high schools operated by Pasco County School District or a private entity. Charter schools are included for the purpose of this definition.
Educational establishment providing vocational and technical training of nonacademic subjects for job-specific certification (beauty schools, computer training, driving education, flight training, language instruction, etc.)
Structures, offices, and lands owned, leased or operated by a government entity, such as civic and community centers, libraries, fire stations, and government administrative buildings.
Establishment utilized for collecting, typing, separating, storing and preparing blood and plasma for transfusions. These establishments may be part of a larger laboratory in a hospital or separate free-standing building.
A place, other than an occupied dwelling, that provides for the care of children or adults; or a large care home. Those receiving care are not all related to each other by blood or by marriage and are not legal wards or foster children of the attendant adults and for which care a payment, fee or grant is made. Of those receiving care, only dependents of a large care home operator may reside on the site.
Establishment for preparation of human remains for burial or internment of human remains as regulated by the City of Zephyrhills, Pasco County and the State of Florida.
DEFINITION
Establishment providing medical, diagnostic, surgical and treatment services including physician, nursing, specialized accommodations and other health services to inpatients. Hospitals may also provide outpatient services.

Establishment providing routine medical, eye, or dental examinations, treatments and procedures as outpatient services.
Establishment dedicated to rehabilitation and restoration, to the extent possible, of physical, mental and psychological function of ill or disabled persons providing for professional counselling and guidance services and treatment programs.
Organization consisting of nonprofit, nongovernmental agencies utilizing donated assets and income to provide social services, such as community foundations, endowments and charitable trusts. This term includes but is not limited to: civic, social and fraternal organizations; business associations and professional memberships; labor and political organizations; and philanthropic organizations.
Establishment primarily used for religious worship and related activities.
Establishments consisting of personal care services, drop-in centers, short term/emergency housing, food centers, supply pantries and homeless services.
Establishments involved in construction of new buildings, additions, alterations, reconstruction, installation, repairs, demolition, blasting, test drilling, leveling, dredging, earthmoving, excavating land, drainage, and other land preparation development. Accessory office space is permitted.
Facility involved in only in the manufacturing, production and compounding of prescription medicine but does not include a retail pharmacy component open to the general public.
DEFINITION

A use engaged in the basic processing and manufacturing of materials or products predominantly from extracted or raw materials or a use engaged in storage of or manufacturing processes using flammable or explosive materials or storage or manufacturing processes that potentially involve hazardous or commonly recognized offensive conditions. This term includes the manufacture and compounding process of raw materials and activities or processes necessitating the storage of large volumes of highly flammable, toxic matter or explosive materials needed for the manufacturing process. These activities may involve outdoor operations a part of their manufacturing process.
Manufacturing of technology related products (commercial computer products, fiber optic cables, electron tubes, circuit boards, capacitors, etc.) and machinery utilized for the manufacturing of such goods.
Establishment for testing and analysis of products, materials or biological organisms; investigation of natural, physical or social sciences; or engineering and development as an extension of investigation, with the objective of creating an end product. No manufacturing is conducted on premises except for experimental or testing purposes. Onsite distribution is prohibited.
A use engaged in the manufacture, predominantly from previously prepared materials, of finished products or parts, including processing, fabrication, assembly, treatment, packaging, incidental storage, sales and distribution of products, but excluding basic industrial processing.
Establishments for the mass printing of books, newspapers or other printed materials, or create, reproduce or package printed materials or software. Distribution and circulation facilities are permitted. This term does not include small printing / copying services such as those associated with office supply stores, photographic processing services, stationary printing, and low volume printing services.
Area used for the storage, distribution and sale of finished or rough-cut lumber and lumber products, but not including the manufacture or fabrication of lumber, lumber products or firewood.
DEFINITION

Establishment engaged in the movement, protection, storage and control of materials and products through manufacturing, distribution, consumption and disposal utilizing manual, semi-automated or automated equipment.
Establishment consisting of separate storage units (less than 400 square feet each) used for storage of personal property and leased to the general public.
The storage, collection or display for more than three consecutive days or any part of any day for three consecutive days, of any products, materials, equipment, appliances, vehicles not in service, and/or personal property of any kind on an unenclosed, uncovered area. This term is regulated separately from outdoor merchandise display and outdoor merchandise storage.
Establishment for storing, distributing, and shipping, but not selling, of goods within a completely enclosed structure. A range of services may be provided such as labeling, break bulk, inventory control and management, light assembly, order entry and fulfillment, packaging, pick and pack, price marketing and ticketing and transportation arrangement.
Establishment operating from a warehouse building, closed to the general public, selling goods exclusively to other businesses. Outdoor merchandise display is prohibited.
Establishment operating from a warehouse building, open to the general public, selling wholesale or bulk items. Outdoor merchandise display is prohibited.
A building structure or parcel of land or portion thereof, used for collecting, storage or sale of waste paper, rags, scrap metal, rubber tires, bottles, or discarded material. Where the materials are a byproduct of a permitted use, the activity shall be considered outdoor storage.
Facility specifically for the collection of recyclable materials for delivery to a processing facility.
Facility specifically for processing of recyclable materials.
DEFINITION

Enclosed area with emission controls for the purpose of spray painting fabricated items.
Area or facility used for the storage of petroleum products prior to distribution to consumers and retail facilities. This term includes oil deposit and installation or oil terminals.
Facility specifically for the service, maintenance and repair of aircraft.
A raised structure used for the parking or storage of motor vehicles as a commercial enterprise for which any fee is charged independently of any other use of the premises.
A parcel of land or portion thereof paved and used for the parking or storage of motor vehicles as a commercial enterprise for which any fee is charged independently of any other use of the premises.
Local and suburban ground passenger transit system using more than one mode of transportation over regular routes and on regular schedules.
Establishment offering towing services (long distance or local) for light or heavy motor vehicles. Establishments may provide incidental services such as storage and emergency road repair services.
Establishments providing transportation services for general freight via ground, air or rail transportation. These establishments may provide local pick-up, local sorting and terminal operations, line-haul, destination sorting and terminal operations and local delivery.

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ORDINANCE NO. 1510-25

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF ZEPHYRHILLS, FLORIDA AMENDING SECTION 2.05.05. DEFINITION OF TERMS AND PART 13.02.00. DEFINITION OF TERMS OF THE CITY OF ZEPHYRHILLS LAND DEVELOPMENT CODE TO REDEFINE MEDICAL MARIJUANA TREATMENT CENTERS; AMENDING TABLE 2.02.01 (ALLOWABLE USES IN ZONING DISTRICTS) REMOVING MEDICAL MARIJUANA TREATMENT CENTERS AS AN ALLOWABLE USE; PROVIDING FOR REPEALER, CONFLICT SEVERABILITY, INCLUSION INTO THE CODE AND AN EFFECTIVE DATE.

WHEREAS, pursuant to Article VIII, Florida Constitution of 1968, and Chapter 166, Florida Statutes, the City of Zephyrhills has the authority to adopt regulations relating to land uses available in zoning districts; and

WHEREAS, the City Council has determined that it is in the City's best interest to update the Land Development Code from time to time to assure that the Land Development Code adequately meets the needs of the City; and

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

Section 1. Recitals.

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

Section 2. Land Development Code Text Amendment.

A. PART 13.02.00. - DEFINITION OF TERMS is hereby amended as shown below:

~~Medical marijuana *treatment center dispensing facility*. The retail sales component of a medical marijuana treatment center that has been licensed by the Florida Department of Health Office of Medical Marijuana Use pursuant to F.S. § 381.986, and is authorized by the state to dispense marijuana, but does not include the cultivation, processing, or distribution facilities of the medical marijuana treatment center.~~

Medical Marijuana Treatment Centers (MMTC). An entity that acquires, cultivates, possesses, processes (including development of related products such as food, tinctures, aerosols, oils, or ointments), transfers, transports, sells, distributes, dispenses, or administers marijuana,

products containing marijuana, related supplies, or educational materials to qualifying patients or their caregivers and is registered by the Florida Department of Health.

B. Section 2.05.05. - Definitions of terms. is hereby amended as shown below:

~~*Medical marijuana treatment center dispensing facility*. The retail sales component of a medical marijuana treatment center that has been licensed by the Florida Department of Health Office of Medical Marijuana Use pursuant to F.S. § 381.986, and is authorized by the state to dispense marijuana, but does not include the cultivation, processing, or distribution facilities of the medical marijuana treatment center.~~

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C. Table 2.02.01 ALLOWABLE USES IN ZONING DISTRICTS is hereby amended as reflected on ***Exhibit "A"*** attached hereto and made a part hereof.

Section 3. Repealer.

Any ordinance or part of any ordinance in conflict herewith is hereby repealed to the extent of any conflict.

Section 4. Conflict Severability.

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

Section 5. Inclusion in Code.

The provisions of this Ordinance shall become and be made part of the Code of Ordinances and Land Development Code of the City of Zephyrhills, Florida. The sections of this Ordinance may be renumbered or re-lettered and the word "ordinance" may be changed to "section," "article," or such other appropriate word or phrase in order to accomplish such.

Section 6. Effective Date.

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

The foregoing Ordinance No. 1510-25 was read and passed on the first reading in an open and regular meeting of the City Council of the City of Zephyrhills, Florida, on this 8th day of December 2025.

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

The foregoing Ordinance No. 1510-25 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 12th day of January 2026.

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

The foregoing Ordinance No. 1510-25 was approved by me this 12th day of January 2026.

_____
Melonie Bahr Monson, Mayor

Approved as to legal form and content

_____
Matthew E. Maggard, City Attorney

City Council Meeting
December 8, 2025

Action Item

CITY MANAGER'S REPORT 4.1

Pigz in Z'Hills Special Event Alcohol Use Approval. The event will be on February 28th, 2026 from 9am-5pm, it will be held in Downtown 5th Ave.

Issue:

The event will be on February 28th, 2026 from 9am-5pm, it will be held in Downtown 5th Ave.

Background:

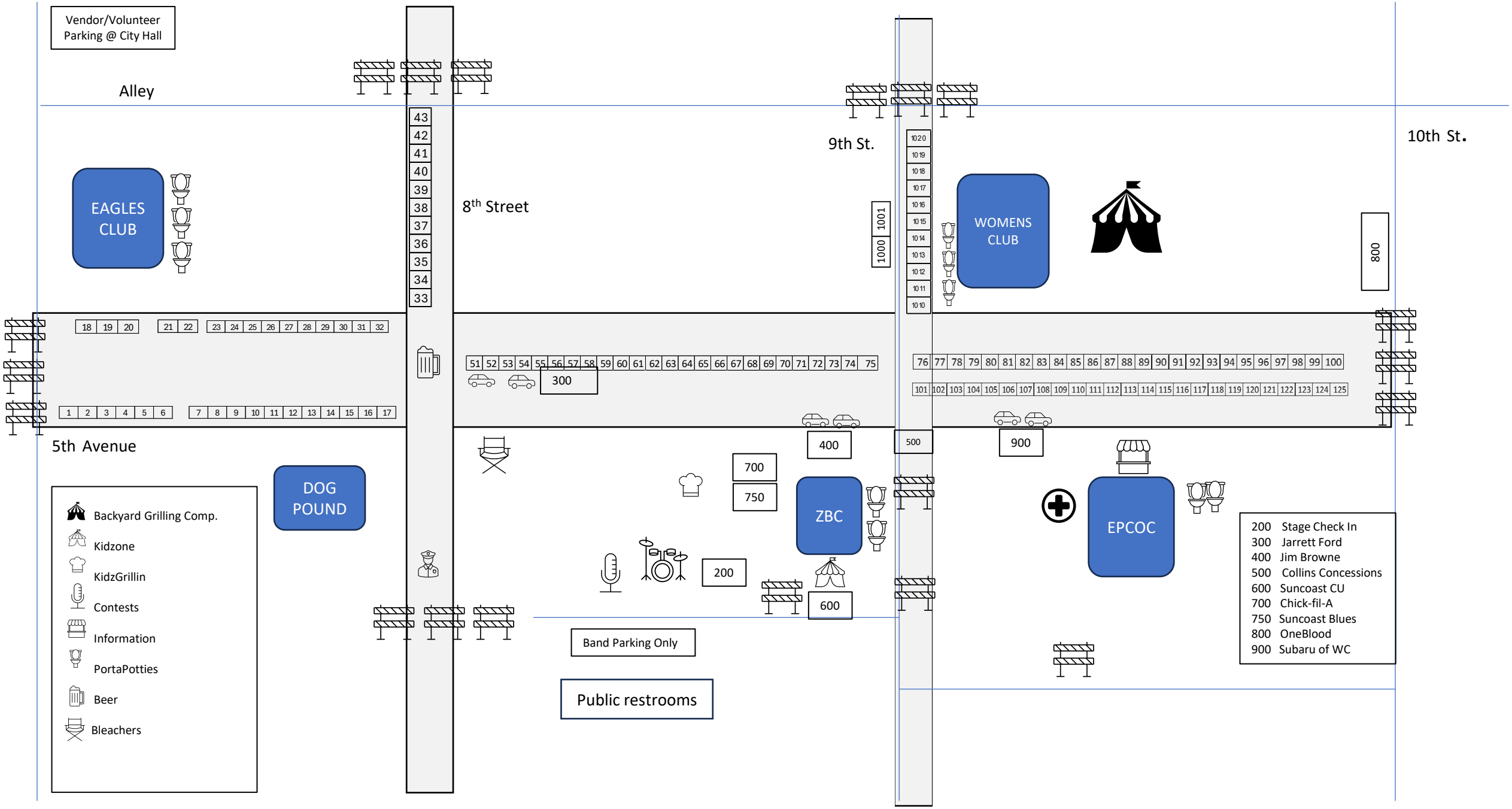
The downtown area will be a designated wetzone. Guest will use the local Businesses/Bars to purchase alcohol also a proposed beer tent will be located between 8th Street & 5th Ave (Map will have a beer mug indicating the location).

Attachment(s):

1. 2026 Downtown Layout (1)
2. Event Application
3. Event Information

Fiscal Impact:

Staff Recommendation:


Vendor/Volunteer Parking @ City Hall
Alley
9th St.
10th St.
8th Street
EAGLES CLUB
WOMENS CLUB
DOG POUND
ZBC
EPCOC
5th Avenue
Backyard Grilling Comp.
Kidzone
KidzGrillin
Contests
Information
PortaPotties
Beer
Bleachers
Band Parking Only
Public restrooms
200 Stage Check In
300 Jarrett Ford
400 Jim Browne
500 Collins Concessions
600 Suncoast CU
700 Chick-fil-A
750 Suncoast Blues
800 OneBlood
900 Subaru of WC

PLAN SNAPSHOT REPORT SEP-000040-2025
FOR CITY OF ZEPHYRHILLS

Plan Type:	Special Event Permit	**Project:**		**App Date:**	07/09/2025
Work Class:	Special Event Permit	**District:**	City of Zephyrhills	**Exp Date:**	01/05/2026
Status:	In Review	**Square Feet:**	0.00	**Completed:**	NOT COMPLETED
Valuation:	$0.00	**Assigned To:**	Maldonado, Carlos	**Approval Expire Date:**	

Description: PIGZ IN Z'HILLS Sat. February 28, 2026 9am-5pm. Alcohol Event.

Parcel:	**Address:** Downtown 5Th & Clock Plaza Main Zephyrhills, 33542	**Zone:**

Applicant
Victoria Jefferson
38550 Fifth Ave
Zephyrhills, FL 33542
Business: (813) 782-1913

Event Contact Person
Vicki Wiggins
38550 5TH AVE
Zephyrhills, FL 33542
Business: (813) 782-1913

Plan Custom Fields

Organization Name	East Pasco Chamber of Commerce	Date Incorporated	Sep 20 1946 12:00AM	Employer ID# (EIN)	5.90668e+008
Active or Inactive?	Active	Event Name	Pigz in Z'Hills BBQ & Blues Festival	Event Date	Feb 28 2026 12:00AM
Event Time	9AM-5PM	Entry Fee	0	Co-Sponsor	None
Type of Event	Festival	Has this event ever taken place in Zephyrhills?	Yes - Annual Event	Zephyr Park	No
Downtown 5th Ave.	Yes	Krusen Park	No	Airport Venue $$	No
Alice Hall @ Zephyr Park $$	No	Clock Plaza on 5th Ave.	Yes	Skate Park	No
Veteran's Memorial Park	No	Wickstrom Stage Zephyr Park	No	Gunner Paw Park	No
Shepard Park	No	Other - Enter Here		Estimated Attendance	2000
Estimated Number of Vendors	100	Number of Parade or Run/Walk Entries		City Street or Avenue Closure Request?	Yes
If Yes, indicate location here:	5th Ave from 7th to 10th	State Highway Closure? (FDOT Ln. Clos. Permit Req)	No	If Yes, indicate location here:2	
Tents (smaller than 10' x 10')	Yes	Tents	No	Vehicles	No
Stage	No	Start/Finish Line	No	Signs	Yes
Tables	Yes	Porta lets	Yes	Bounce-House/Inflatables	No
Sound Equipment	Yes	People Barricades	No	Other - Please List Here2	
Bathroom Facilities	Yes	Electricity (5th Avenue Median)	Yes	Electricity (Stage Areas)	Yes
Garbage Cans	Yes	Cones / Barricades	Yes	Other - Please List Here	
Please Provide a Brief Description of Event	Pigz in Z'Hills BBQ & Blues is the signature event for the East Pasco Chamber of Commerce, and traditionally has been the largest event the city hosts. Streets will be closed for street vendors, bands for entertainment, and Kidz Grillin contest in front of the stage.	Alcohol General Text	Beer will be sold by volunteers(Beer tent is between 8th street & 5th Ave) & local businesses located in downtown therefore requesting wet zone for festival goers. Temporary Alcohol License will be required.	Alcohol Security Text	Local businesses serving alcohol held to law
Alcohol Type Text					

Attachment File Name	Added On	Added By	Attachment Group	Notes
Signature_Victoria_Jefferson_7/9/2025.j	07/09/2025 9:37	Jefferson, Victoria		Uploaded via CSS

PLAN SNAPSHOT REPORT (SEP-000040-2025)

pg

2026 Downtown Layout.pdf	11/18/2025 13:59	Maldonado, Carlos

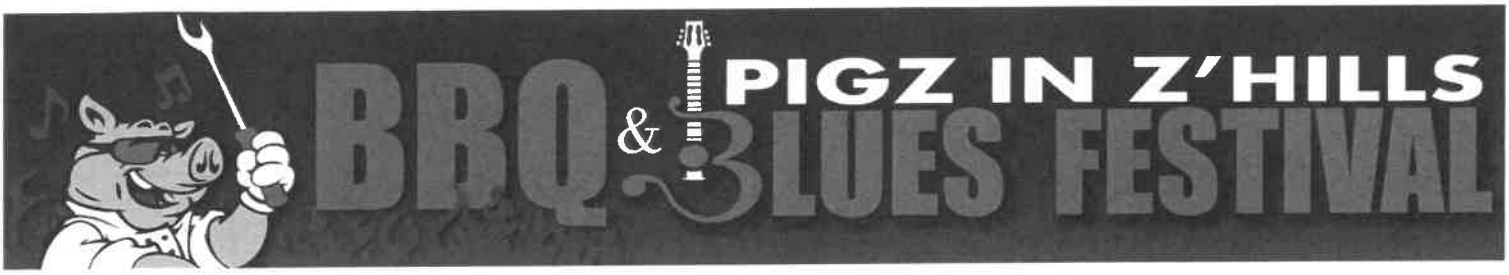
Note	Created By	Date and Time Created
1. Pending Items *City Council approval for alcohol use 12/8/25 *Certificate of insurance with alcohol liability *Temporary Alcohol Permit Required *Temporary Sanitation Permit.	Carlos Maldonado	07/09/2025 10:22

Hearing Type	Location	Scheduled Date	Status	Subject
City Council - Planning Report v.1	Council Chambers | City Hall, 5335 8th Street, Zephyrhills	12/08/2025	Scheduled	

Meeting Type	Location	Scheduled Date	Subject
Private Meeting v.1	City Hall 2nd Floor Conference Room.	11/19/2025	Special Event Meeting

Comments: The meeting took place. We went over the map and required items that will need to be submitted so the event could be approved. The applicant will still need to get with Streets and Public Works to request trash bins, barricades etc etc. The next step will be to get City Council approval for the use of alcohol.

Workflow Step / Action Name	Action Type	Start Date	End Date
Application Review Process v.1		11/06/2025 15:13	
Application Review v.1	Generic Action		11/06/2025 15:13
Temporary State Alcohol License Submitted v.1	Generic Action		
Fire Final v.1	Inspection		
Special Event Meeting v.1		11/06/2025 15:13	
Private Meeting v.1	Hold Meeting	11/06/2025 15:13	11/19/2025 14:22
City Council - Planning Report v.1	Hold Hearing	11/19/2025 14:22	
Plan Review Complete v.1			
Approval Letter v.1	Create Report		



2026 EVENT SCHEDULE – FEBRUARY 27 - 28

CITY OF ZEPHYRHILLS SITE PLAN REVIEW:

SET UP:

Logistics team to stripe the ground on Friday night morning

Set up will begin on Friday morning – drop barricades, trash bins, coal bin

Vendors will start arriving on Friday.

Logistic member will be available from Thursday – Saturday.

Notification to all businesses has begun and will be completed by end of November. Residents will be notified in January.

CHANGES FOR 2026:

Beer Sales moved; no cornhole; kid zone moved; adding backyard competition

FRIDAY:

Volunteers to help with set up arrive at 9am

Vendors will be arriving between 6-8pm

SATURDAY:

Volunteers to help with set up arrive at 4am

Vendor complete setup and remove vehicles by 8:30 am

Event starts at 9am

Kidz Grillin contest runs from 9 am – 12pm in front of the stage.

Bands play from 11am – 6pm

Kidz Zone behind Brewery (waiting for approval)

Backyard Grilling Competition – 12pm-3pmish – First Methodist Parking lot

5 pm - Clean up and take down begins – Volunteers leave by 9pm

QUESTIONS:

Power along 5th avenue

ZPD monitor road closures

Vendor setup on Friday night

Street closure notices

Plug into Speakers on street – Bruce Edwards

Bathrooms unlocked and monitored on Saturday early

Portapotties

Handicap parking at City Hall

8 ft tables/chairs for stage area

Parking behind stage for bands

Insurance

City ZH - Coal bin at the stage for kidz grilling contest cleanup

City ZH - Coal bin at First Methodist for backyard grilling competition cleanup

City ZH – Bleachers & Trash Cans