



CITY COUNCIL MEETING ZEPHYRHILLS, FLORIDA

**Monday, March 14, 2022
6:00 PM**

**Zephyrhills
City Hall**

**Council
Chambers**

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

1. MAYOR

1.1 Taylor Boyd Proclamation

1. Taylor Boyd Proclamation
2. Boyd-All American Certificate

2. CONSENT ITEMS

2.1 Approval of February 28, 2022 Regular Meeting Minutes

1. M02-28-2022

2.2 Approval of Stormwater Professional Services Piggyback Agreement 41-22-11 with Pasco County Bid RSQ-RH-21-026

1. 17260679v3 - Agreement to Piggyback--Pasco County
2. agenda memo ATM Pasco Piggyback 07MAR22 (1)
3. 2021 Executed Signed Contract - Pasco County

2.3 Approval of Piggyback Agreement 41-22-03 with Zephr Lakes CDD for Dairy Road Paving Services with B.R.W. Contracting

1. 17261004v1 - Agreement to Piggyback--Dairy Road -- BRW

2. Zephyr Lakes DD ltr to the City of Zephyrhills 11-30-21
3. BRW_13DFLSZL-061
4. BRW Contracting Site Work Proposal for City of Zephyrhills - Dairy Rd. Ph. 2 - 2-23-22

3. BUSINESS ITEMS/PLANNING DIRECTOR'S REPORT

3.1 Development / Water Use Permit Discussion

3.2 Nick Apartments: Conditional Use to Exceed the Height Limitations of R4 Zoning District

1. USE-0005-21_Nick Apts Staff Report
2. Nick Apartments_Location Map
3. Nick Apartments Civil Layout
4. 22001- Aerial Rendering 1
5. 22001- Aerial Rendering 2
6. 147-85 Conditional Requirements-Bldgs. Over 30 ft. in Height
7. POTABLE WATER UPDATE (Nick)

3.3 Pretty Pond Apartments: Conditional Use to Exceed the Height Limitations of R4 Zoning District

1. USE-0006-21_Pretty Pond Apartments
2. Pretty Pond_Location Map
3. Concept - Pretty Pond Apartments - Bldg Setbacks
4. Conceptual View from the N
5. Conceptual View from the S
6. Conceptual View from the E
7. 147-85 Conditional Requirements-Bldgs. Over 30 ft. in Height
8. POTABLE WATER UPDATE (Pretty Pond)

CITIZEN COMMENTS

MAYOR ANNOUNCEMENTS

CITY MANAGER ANNOUNCEMENTS

CITY ATTORNEY ANNOUNCEMENTS

CITY COUNCIL COMMENTS

4. NOTED ITEMS

4.1 cgi Digital Community Showcase Video Program

1. cgi Digital Agreement No. 41-22-10

4.2 RFQ for Branding & Marketing

1. 352201 Branding _ Marketing Dev Prof Serv

ADJOURN

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



PROCLAMATION

WHEREAS, Taylor Boyd was born in Washington State and moved to Zephyrhills at the age of three (3), attended Woodland Elementary School, Centennial Middle School and the Cambridge Program at Pasco High School; and

WHEREAS, The City of Zephyrhills commends Taylor for her commitment to volunteering within the community at Meals on Wheels, the Pregnancy Care Center, filling and distributing sandbags through the Zephyrhills Police Department during Hurricane Irma and packaging meals at St. Leo University for the Feeding Children Everywhere Program; and

WHEREAS, Taylor received a Women's Soccer Athletic Scholarship to Warner University in Lake Wales, Florida after graduation and attained the SUN Conference All-Academic Team 2019, 2020 and 2021, Sun Conference Honorable Mention 2021, NCCAA Scholar Athlete 2021, NCCAA All-Tournament Team 2020 and 2021; and

WHEREAS, the City of Zephyrhills' City Council and fellow residents of the community take pride in honoring Taylor Boyd's success in achieving the NCCAA First Team All-American 2021 which is awarded annually to the most outstanding athletes.

NOW, THEREFORE, I, Gene Whitfield, by virtue of the authority vested in me as Mayor of the City of Zephyrhills in the State of Florida, do hereby recognize and congratulate Taylor Boyd for outstanding scholastic achievement and athleticism.

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 14th day of March, 2022.

Gene Whitfield, Mayor

Attest: _____
Lori L. Hillman, City Clerk

UNITEDTM

SOCCER COACHES

ALL-AMERICA

This is to certify that

Taylor Boyd

has been selected as a member of the United Soccer Coaches All-America Team as a player from

Warner University

for the year

2021

TM



CHIEF EXECUTIVE OFFICER
UNITED SOCCER COACHES

REGULAR COUNCIL MEETING

A Regular Council Meeting was held on February 28, 2022 at 6:00 p.m. in the Council Chambers of City Hall.

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

Staff present: Police Chief Derek Brewer, Public Works Director Shane LeBlanc, Planning Director Todd Vande Berg, IT Director Mike Panak, Finance Director Ted Beason, CRA Director Gail Hamilton, Public Information Officer Kevin Weiss, Senior Planner Rodney Corriveau and City Clerk Lori Hillman.

Alan Knight asked for a moment of silence for the people of Ukraine prior to delivering the Invocation. The Pledge of Allegiance followed.

1. CONSENT ITEMS

1.1 Approval of February 14, 2022 Regular Meeting Minutes

1.2 Approval of February 15, 2022 Mayor's Caucus Minutes

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

BUSINESS ITEMS

2. PLANNING DIRECTOR'S REPORT

2.1 Wire Road Presentation – AECOM

Planning Director Todd Vande Berg introduced Tina Russo, Active Transportation Planner with Pasco County and Paul Kurtz, Landscape Architect with AECOM.

Spoke from the floor: Paul Kurtz, Landscape Architect, AECOM – 7650 W. Courtney Campbell Causeway – Tampa, Florida

Mr. Kurtz presented a PowerPoint overview of the Wire Road corridor analysis phase highlighting the study areas challenges and opportunities that are bound on the west by Dairy Road, on the east by 16th Street, on the south by CR-54, and on the north by Pretty Pond Road. The existing multi-modal infrastructure, bicycle and pedestrian infrastructure and study area elements were combined to create a level of traffic stress in an effort to portray how it feels to ride the trail. Photographs were presented depicting the available right-of-way infrastructure and proposed future improvements given the right-of-way constraints with power poles and transmission lines. The information collected will be used as the basis of a future study to identify the actual sidewalk and/or multi-use trail routes. The approximate space required for a shared use-path or multi-use trail is 10' plus additional real estate to offset the roadway for safety and sufficient drainage. The benefit of a sidewalk is there is no permitting as opposed to a multi-use trail that requires permitting through the water management district. The next steps will entail input from Council, feedback from the public, project refining and finalization, adoption, and funding for the project design and permitting.

Planning Director Todd Vande Berg addressed the obstacles on Wire Road and said he will contact the Pasco County Real Estate department to request surveys to confirm the footage along the constraint corridor and staff will work with property owners to secure an easement, if necessary. He suggested an interim midblock signalized crossing at Wire Road and CR-54 until a connection is made on Wire Road for children to safely cross to Zephyrhills High School and Woodland Elementary. He said with the improvements to CR-54, there will be an opportunity to create a trail through Hercules Park to Henry Drive for connectivity to Woodland Elementary and Zephyrhills High School.

Spoke from the floor: Tina Russo, Active Transportation Planner, Pasco County – 3142 Satilla Loop – Odessa, Florida

Ms. Russo said she is pleasantly surprised with the existing development and trail on Dairy Road. She will approach DOT for funding opportunities with a possible midblock at CR-54 and focus on the constraint area on Wire Road for sidewalk opportunities.

City Manager William Poe addressed the Wire Road constraint corridor and said the metal transmission poles along Wire Road have been placed on private easements. He said staff is working with Duke to create a required trail on Duke's northern Wire Road site. Cornelius Engineering is currently designing a layout that avoids the poles and once complete, the layout will be submitted to Duke to request an easement.

2.2 Workshop with City Council & Planning Commission

Planning Director Todd Vande Berg said the Planning Department has received a tremendous amount of higher density residential development in the form of apartments and townhomes. Two apartment applications were received proposing four stories which will require a conditional use since they will exceed two stories (30'), the City's water use permit (WUP) needs to be addressed as it is an integral part of development and Pasco County has issued a moratorium on new land use, zoning and/or conditional uses for multi-family. Projects with entitlements do not apply to the moratorium. Staff recommended hosting a combined workshop with City Council and the Planning Commission for a thorough discussion to access and evaluate the issues.

Council concurred to hold a Workshop with City Council and the Planning Commission on Monday, March 7th at 6:00 p.m. in Council Chambers.

3. CITY MANAGER'S REPORT

3.1 Award Bid No. 11-22-01 and Jennifer Lane Construction Agreement 25-22-02 to Kamminga & Roodvoets

City Manager William Poe said on January 21, 2022, the City distributed Bid No. 11-22-01 for improvements to Jennifer Lane. A solicitation was distributed online through BidNet Direct and sixteen (16) contractors downloaded the bid package. On February 11, 2022, the City received three (3) solicitation responses ranging from \$163,737.20 to \$300,241.25. The purchasing department reviewed the response to assure they were responsible and responsive. The original funding was \$120,000 based on the engineer's estimate; unfortunately, the lowest bid received was \$43,737.20 higher. The additional funding will be subsidized through the Transportation Impact Fee (TIF) contingency funds and will include a 10% contingency of \$14,885.20. Staff recommended awarding the bid and agreement for Jennifer Lane improvements to Kamminga & Roodvoets.

Councilwoman Wilkeson questioned if this matter was urgent. She said she was certain the engineers made an effort to validate the costs associated with the project a year ago but since, construction costs have exponentially increased. She asked if there was an opportunity to postpone the project for a change in the market.

Public Works Director Shane LeBlanc said the City has 68 miles of road within City limits and Jennifer Lane is the last segment of dirt road that needs to be improved. Sanitation trucks roll down Jennifer Lane every day. Jennifer Lane is located south of Oakside Cemetery, one block west of 1st Street. He said the City has not used Kamminga & Roodvoets' services in the past but they come highly recommended and perform a lot of work in our area.

Kenneth Burgess moved to award Bid No. 11-22-01 and Jennifer Lane Construction Agreement 25-22-02 to Kamminga & Roodvoets in the amount of \$163,737.20. Seconded by Lance Smith. Motion passed unanimously.

CITIZEN COMMENTS

Spoke from the floor: Chairman of the Zephyrhills Chamber of Commerce Board Randy Stovall – 38314 Centennial Road – Dade City, Florida

Dr. Stovall said it's BBQ time in Zephyrhills with a Kidz Grillin' Competition and Blues Band scheduled on Friday, March 4th and State BBQ Championship Competition, BBQ Vendors, Cornhole Tournament and Blues concert on Saturday, March 5th. This year, parking is free with \$5 Admission per person and the elimination of the "Pig Bucks". He said the weather is forecasted to be wonderful.

MAYOR ANNOUNCEMENTS – N/A

CITY MANAGER ANNOUNCEMENTS – City Manager William Poe said a Pasco County School District bus will be touring Pasco County’s growth and will visit Zephyrhills, Dade City and New Port Richey. City staff are working with Skydive City, communicating with Metro Development’s attorney’s to relocate a pole in the center of Kossik Road and requested a one (1) year extension (June 30, 2024) from the Department of Economic Opportunity (DEO) on Phase II of the Tennis Center. If prices for the Tennis Center are the same in one year, the City will be in the same boat they are in today. The reclaimed water line along CR-54 will begin March 12th (Spring Break) and will be complete by April 1st to begin the CR-54 construction project.

CITY ATTORNEY ANNOUNCEMENTS – City Attorney Matthew Maggard thanked Dr. Stovall for all he does within our community. He is very involved behind the scenes and donates a lot of time to the community.

CITY COUNCIL COMMENTS – Council Vice President Wilkeson announced she will be judging the Kidz Grillin’ Competition on Friday from 4:00 p.m. – 6:00 p.m. and looks forward to seeing everyone. She asked Police Chief Derek Brewer to provide an update on the Homeless Coalition Meeting that was held at the Genesis Community Center on February 16, 2022.

HOMELESS COALITION UPDATE

Police Chief Derek Brewer said he didn’t have hard data to share but the Homeless Coalition and outreach teams are making good progress with the homeless. He has been going out on his own to touch base with homeless residents and the community outreach teams have been out every day even though they committed to three days a week. It’s not just about homelessness, it’s keeping people from becoming homeless. He said the team was organized to find a way to reduce homelessness and they are proceeding with care, compassion and unselfishness. He said it’s heartwarming to see community residents helping others.

Councilman Proctor thanked AECOM for their presentation and Pasco County for their assistance on a great project.

Councilman Smith agreed with Councilman Proctor’s comments and thanked Tina Russo with Pasco County who is passionate about trails. He said Randy Stovall does a great job serving our community with a passion. He has served as Chairperson on the Bicycle/Pedestrian Advisory Board (BPAC) the last ten (10) years and Chamber President for four (4) terms,

Councilman Burgess said Randy Stovall brings a steady wisdom to everything he does. He recognized staff the foresight in placing a trail on Dairy Road that the City can now expand upon. He recognized Mr. Earle for contributing to the JROTC’s Project Patriotism.

Council President Knight echoed everyone’s sentiments and congratulated Mr. Poe’s daughter for being accepted to the University of Florida. He asked everyone to keep the people of Ukraine in their prayers.

City Clerk Lori Hillman announced a Parks and Recreation Workshop for Hercules Park on Thursday, March 3, 2022 at 6:00 p.m. in Council Chambers.

Meeting adjourned: 7:04 p.m.
Submitted by Lori Hillman

CONSENT ITEMS 2.2

Approval of Stormwater Professional Services Piggyback Agreement 41-22-11 with Pasco County Bid RSQ-RH-21-026

Issue:

Consider approval in order for the City to be compliant with mandatory

Background:

The Public Works Department requests the City Council's consideration to piggyback Pasco County bid RSQ-RH-21-026, "Provide professional engineering/ environmental services necessary to support total maximum daily loads, basin management action plans and reasonable assurance documents".

The term of the contract is (5) years – the contract expires on August 10, 2026. The consultant (Applied Technology and Management, Inc. 2201 NW 40th Terrace Gainesville, FL 32605) will assist the City of Zephyrhills with filing and submittal of the City's MS4 Stormwater report mandated by the Florida Department of Environmental Protection. Re: Chapter 62-624, F.A.C.

Attachment(s):

1. 17260679v3 - Agreement to Piggyback--Pasco County
2. agenda memo ATM Pasco Piggyback 07MAR22 (1)
3. 2021 Executed Signed Contract - Pasco County

Fiscal Impact:

Budgeted \$50,000 Stormwater Professional Services
Amount of proposal: Annual cost shall Not Exceed \$30,000

Staff Recommendation:

The Public Works Director respectfully requests the City Council's consideration to approve this piggyback bid as presented.

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

WHEREAS, **Applied Technology and Management, Inc.**, whose business address is 2201 NW 40th Terrace, Gainesville, FL 32605 (“Professional”) entered into an agreement dated August 10, 2021, with **PASCO COUNTY, FLORIDA**, a political subdivision (RSQ-RH-21-026), procured pursuant to F.S. §287.057, for professional engineering environmental services (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 desires to “piggyback” onto the referenced Agreement between the Professional and PASCO COUNTY, FLORIDA for utilization of the same or similar services and the Professional consents to the aforesaid “piggybacking”.

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

1. The Professional affirms and ratifies the terms and conditions of the above referenced Agreement and agrees to perform the services set forth therein for the City in accordance with the terms of said Agreement until the work is completed.
2. The City agrees to utilize the services of the Professional in a manner and upon the terms and conditions as set forth in the Agreement until the work is completed.
3. The City and Professional agree to follow the current Agreement term that expires on August 9, 2026, as agreed to by PASCO COUNTY, FLORIDA and the Professional.
4. This piggyback shall be based on the arrangements made in the PASCO COUNTY AGREEMENT FOR PROFESSIONAL ENGINEERING ENVIRONMENTAL SERVICES FOR RSQ-RH-21-026.
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.
10. Builders' Risk — If this Contract includes: (1) construction of a new above-ground structure or structures, or (2) any addition(s), improvement(s), alteration(s), or repair(s), to an existing above-ground structure or structures, or (3) the installation of machinery or equipment into an existing structure or structures, the Contractor shall provide, in a policy acceptable to the City, "all risk" (i.e. Special Form) property insurance on any such construction, additions, machinery or equipment. The amount of the insurance shall be no less than the estimated replacement value at the time of the City's final acceptance of such new structures, addition(s), improvement(s), alteration(s), repair(s), machinery or equipment. The coverage

shall not be subject to any restriction with respect to occupancy or use by the City and, subject to thirty (30) days' prior written notice to the City shall remain in full effect until final acceptance by the City. In addition, the City, the Professional, and the Contractor's subcontractors of any tier, shall be additional insureds on this policy. The insurance shall include a deductible no greater than one percent (1%) of the Contract amount, or \$25,000, whichever is smaller, for which the Contractor shall be responsible. The risk of loss whether insured or not shall remain with the Contractor until final acceptance. Upon request, Contractor shall furnish to the City complete copies of the insurance policy.

Applied Technology and Management, Inc.

City of Zephyrhills

Signature Date

W. Alan Knight Date
Council President

Print Name

Title

WITNESS

ATTEST

Signature Date

Lori Hillman Date
City Clerk

Matthew E. Maggard Date
City Attorney

City Council Meeting
March 14, 2022

Action Item x
Information Only

Consent Item x

Issue: The Public Works Department requests the City Council’s consideration to piggyback Pasco County bid RSQ-RH-21-026, “Provide professional engineering/ environmental services necessary to support total maximum daily loads, basin management action plans and reasonable assurance documents”.

The term of the contract is (5) years – the contract expires on August 10, 2026. The consultant (Applied Technology and Management, Inc. 2201 NW 40th Terrace Gainesville, FL 32605) will assist the City of Zephyrhills with filing and submittal of the City’s MS4 Stormwater report mandated by the Florida Department of Environmental Protection. Re: Chapter 62-624, F.A.C.

Budget line item: \$50,000 Stormwater Professional Services
Amount of proposal: Annual cost shall Not Exceed \$30,000

Attachments: Pasco County Contract RSQ-RH-21-026

Analysis: Consider approval in order for the City to be compliant with mandatory reporting.

Staff Recommendation: The Public Works Director respectfully requests the City Council’s consideration to approve this piggyback bid as presented.

**PASCO COUNTY AGREEMENT
FOR PROFESSIONAL ENGINEERING ENVIRONMENTAL SERVICES
FOR RSQ-RH-21-026**

THIS AGREEMENT by and between PASCO COUNTY, FLORIDA, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners (hereinafter referred to as "COUNTY"), and (hereinafter referred to as "COUNTY"), and Applied Technology and Management, Inc., whose business address is 2201 NW 40th Terrace, Gainesville, FL 32605, (hereinafter referred to as "PROFESSIONAL").

WHEREAS, the COUNTY issued Request for Statement of Qualification RSQ-RH-21-026 in accordance with the provisions of the Consultant's Competitive Negotiation Act, Section 287.055, Florida Statutes (2018) to secure the services of an experienced professional to support total maximum daily loads, basin management action plans and reasonable assurance documents (the "RSQ"), the terms of which are incorporated herein and made a part hereof; and

WHEREAS, the PROFESSIONAL submitted a response to the RSQ which was accepted by the COUNTY for award of this Agreement (the "Response"); and

WHEREAS, the PROFESSIONAL desires to render certain services as described in specific TASK ORDERS that will be separately executed, and the PROFESSIONAL hereby certifies it has the licenses, qualifications, experience, staff, and resources to perform those services;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

ARTICLE 1 – INCORPORATION AND DEFINITIONS

The parties agree that the recitations above are incorporated herein and made a part hereof, by reference.

The following definition of terms associated with this Agreement is provided to establish a common understanding between both parties to this Agreement as to the intended usage, application, interpretation, and meaning of such terms as they appear throughout this Agreement.

1.01 - COUNTY

The term COUNTY shall refer to the Board of County Commissioners of Pasco County, a political subdivision of the State of Florida, and any official and/or employee thereof who shall be duly authorized to act on the COUNTY'S behalf relative to this Agreement.

1.02 - COUNTY ADMINISTRATOR

The County Administrator of Pasco County, Florida, acting directly or through duly authorized representatives, which representatives are acting exclusively within the scope of the duties and authority assigned to them.

1.03 - PROFESSIONAL

The term PROFESSIONAL shall refer to the individual, company, or firm offering PROFESSIONAL SERVICES which, by execution of this Agreement, shall be legally obligated, responsible, and liable for providing and performing any and all of the work, materials, and/or services including work, materials and/or services of SUBCONSULTANTS, required under the covenants, terms and provisions contained in this Agreement and any and all MODIFICATIONS, TASK ORDERS or CHANGE ORDERS issued pursuant thereto.

1.04 - PROFESSIONAL SERVICES

The term PROFESSIONAL SERVICES shall refer to all of the work, materials and services and all related professional, technical, and administrative activities which are necessary to be provided and performed by the PROFESSIONAL, its employees, and any and all SUBCONSULTANTS that the PROFESSIONAL may engage to provide, perform, and complete the services required pursuant to the provisions of this Agreement.

This term shall include, but not be limited to, professional engineering services to support total maximum daily loads, basin management action plans and reasonable assurance documents in connection with the County's National Pollutant Discharge Elimination System Program.

1.05 - SUBCONSULTANT

The term SUBCONSULTANT shall refer to any individual, company, or firm offering professional services that is engaged by the PROFESSIONAL to assist the PROFESSIONAL in providing and performing the PROFESSIONAL SERVICES for which the PROFESSIONAL is contractually obligated, responsible, and liable to provide and perform under this Agreement. The COUNTY shall not be a party to, responsible or liable for, or assume any obligation whatever for any agreement or contract entered into between the PROFESSIONAL and any SUBCONSULTANT.

1.06 - ADDITIONAL SERVICES

The term ADDITIONAL SERVICES shall refer to such PROFESSIONAL SERVICES the COUNTY may request or authorize the PROFESSIONAL to provide or perform relative to this Agreement, which are not included in the Agreement or TASK ORDER. ADDITIONAL SERVICES shall be authorized by the execution of both parties to this Agreement of a MODIFICATION, a new TASK ORDER or CHANGE ORDER. ADDITIONAL SERVICES

shall constitute a continuation of the PROFESSIONAL SERVICES under this Agreement and shall be provided and performed in accordance with the covenants, terms, and provisions set forth in this Agreement.

1.07 - MODIFICATION

The term MODIFICATION shall refer to a written document executed by both the COUNTY and the PROFESSIONAL setting forth and authorizing PROFESSIONAL SERVICE tasks which were not set forth in and are supplemental to this Agreement.

The amount of the change in contract compensation and time set forth in any MODIFICATION(S) executed and issued under this Agreement shall be understood and agreed by both the COUNTY and PROFESSIONAL to be fair, equitable, and adequate and to represent the total of all costs associated with said MODIFICATION.

1.08 - CHANGE ORDER

The term CHANGE ORDER shall refer to a written document executed by both the COUNTY and the PROFESSIONAL setting forth and authorizing changes to the agreed upon scope of PROFESSIONAL SERVICES, compensation, method of payment, time and schedule of performance, or project guidelines and criteria as such were set forth and agreed to in the TASK ORDER(S), or previous CHANGE ORDER(S) issued thereto. The CHANGE ORDER document, which shall be executed on a COUNTY standard form, shall set forth authorized changes to the scope of PROFESSIONAL SERVICES, tasks, work or materials to be performed or provided by the PROFESSIONAL as well as the compensation and method of payment, the schedule or time period for performance and completion, and the guidelines, criteria and requirements pertaining thereto. Any changed compensation to the PROFESSIONAL as a result of the CHANGE ORDER shall be understood and agreed to be the total of all costs associated with said CHANGE ORDER.

1.09 - TASK ORDER

The term TASK ORDER shall refer to a written document executed by both parties to this Agreement whereby the COUNTY provides authorization and notification to the PROFESSIONAL to proceed to provide or perform certain PROFESSIONAL SERVICES, tasks, or work pursuant to the scope of PROFESSIONAL SERVICES of this Agreement.

1.10 - NOTICE TO PROCEED

The term NOTICE TO PROCEED shall refer to a written document executed by the COUNTY ADMINISTRATOR or his designee issued to the PROFESSIONAL which shall notify the PROFESSIONAL to commence work or provide PROFESSIONAL SERVICES pursuant to a properly executed TASK ORDER or CHANGE ORDER. The time for performance of the PROFESSIONAL SERVICES or work required pursuant to any properly executed TASK ORDER or CHANGE ORDER shall commence to run from the date

specified in the NOTICE TO PROCEED.

1.11 - PROJECT MANAGER

The term PROJECT MANAGER shall refer to that person employed by the COUNTY designated to serve and act on the COUNTY'S behalf to provide direct contact and communication between the COUNTY and the PROFESSIONAL throughout the effective period of this Agreement or, at the COUNTY'S direction, for the duration of a particular TASK ORDER. The PROJECT MANAGER is not authorized to, and shall not, issue any verbal request or instruction to the PROFESSIONAL that would have the effect, or be interpreted to have the effect, of modifying or changing in any way: (1) the scope of PROFESSIONAL SERVICES to be performed by the PROFESSIONAL; (2) the time the PROFESSIONAL is obligated to commence and complete all such services; and/or (3) the amount of compensation the COUNTY is obligated to pay the PROFESSIONAL. The PROJECT MANAGER shall review and make appropriate recommendations on all requests submitted by the PROFESSIONAL for payment for services and work provided and performed pursuant to this Agreement.

1.12 - PROFESSIONAL'S STANDARD HOURLY RATES

The PROFESSIONAL'S standard hourly rates for professional services rendered pursuant to this Agreement are those attached hereto as EXHIBIT "A," entitled "STANDARD HOURLY RATES," which EXHIBIT "A" is specifically made part of this Agreement. The STANDARD HOURLY RATES (which are the same as PROFESSIONAL'S Hourly Billing Rates) shall be considered the maximum rates for specific job and/or work classifications and shall cover all of the PROFESSIONAL'S costs, including direct salaries, overhead, operating margin, and Reimbursable Expenses as delineated in Section 6.01(C) below. If the PROFESSIONAL charges less than those maximum rates included in Exhibit "A," those charges will be considered acceptable to the COUNTY.

Within sixty (60) calendar days after the first anniversary of the effective date of this Agreement, and each one (1) year anniversary thereafter, the PROFESSIONAL may request in writing to the COUNTY an adjustment to those rates defined in EXHIBIT "A." The COUNTY shall within thirty (30) calendar days of receipt of such request, approve the rate adjustment or reject the rate adjustment until documentation substantiating the rate adjustment is provided by the PROFESSIONAL and deemed acceptable to the COUNTY.

If the PROFESSIONAL'S EXHIBIT "A" covers multiple years, the above described procedure must still be followed in order to obtain a rate adjustment. In addition, if the PROFESSIONAL'S EXHIBIT "A" covers multiple years, any request for a rate adjustment cannot exceed the multiple year rates included in the PROFESSIONAL'S EXHIBIT "A."

If the rate adjustment is found acceptable, it shall only be effective for TASK ORDERS (not CHANGE ORDERS) executed after the rate adjustment has been approved by the Board of County Commissioners. Therefore, any CHANGE ORDERS executed after the approved rate adjustment shall continue to utilize the rates effective at the time of their originating

TASK ORDERS.

ARTICLE 2 - TERM

Except as otherwise specified herein, the Agreement shall remain in full force and effect for a period of up to five (5) years from the effective date of this Agreement, unless extended or terminated earlier upon mutual agreement, unless otherwise terminated or extended as provided in this Agreement. The effective date for this Agreement shall be defined as the day and year this Agreement is executed by the COUNTY.

In the event that a properly executed TASK ORDER initiated within the initial term of the Agreement, or CHANGE ORDER to such TASK ORDER requires or expressly permits work to be performed by the PROFESSIONAL after termination of this Agreement, such TASK ORDER or CHANGE ORDER shall automatically extend the effective period of the Agreement to coincide with the completion date delineated in said TASK ORDER or CHANGE ORDER.

ARTICLE 3 - SCOPE OF PROFESSIONAL SERVICES

The parties agree that the PROFESSIONAL'S primary responsibility under this Agreement is to provide consulting and professional engineering services to support total maximum daily loads, basin management action plans and reasonable assurance documents in connection with the County's National Pollutant Discharge Elimination System Program. MODIFICATION(S), TASK ORDER(S) and CHANGE ORDER(S) agreed to in accordance with the provisions of this Agreement shall be construed in a manner consistent with the foregoing intent. The specific services which the PROFESSIONAL agrees to furnish and the terms the PROFESSIONAL agrees to follow, if authorized by a properly executed TASK ORDER or CHANGE ORDER, are subject to the terms and conditions of this Agreement.

ARTICLE 4 - OBLIGATIONS OF THE PROFESSIONAL

The obligations of the PROFESSIONAL with respect to all PROFESSIONAL SERVICES authorized pursuant to this Agreement shall include, but not be limited to, the following:

to support total maximum daily loads, basin management action plans and reasonable assurance documents in connection with the County's National Pollutant Discharge Elimination System Program.

4.01 - LICENSES

The PROFESSIONAL agrees to maintain throughout the period this Agreement is in effect all such licenses as are required to do business in the State of Florida and in Pasco County, Florida, including, but not limited to, licenses required by the respective regulatory boards and/or other governmental agencies responsible for regulating and licensing the PROFESSIONAL SERVICES provided and performed by the PROFESSIONAL pursuant to this Agreement.

4.02 - PERSONNEL

(1) **QUALIFIED PERSONNEL**

The PROFESSIONAL agrees that when services to be provided and performed pursuant to this Agreement relate to PROFESSIONAL SERVICES which, under the Florida Statutes, requires a license, certificate of authorization or other form of legal entitlement to practice such service, the PROFESSIONAL will employ and/or retain only qualified personnel or SUBCONSULTANT(S) (acceptable to the COUNTY) to be in responsible charge of all such SERVICES.

(2) **PROFESSIONAL'S PROJECT DIRECTOR**

The PROFESSIONAL agrees to employ and designate in writing a qualified, and if required by law, a licensed professional to serve as the PROFESSIONAL'S PROJECT DIRECTOR. The PROFESSIONAL'S PROJECT DIRECTOR shall be authorized and responsible to act on behalf of the PROFESSIONAL with respect to directing, coordinating, and administering all aspects of the services to be provided and performed under this Agreement. The PROFESSIONAL'S PROJECT DIRECTOR shall have full authority to bind and obligate the PROFESSIONAL on any matter arising under this Agreement unless substitute arrangements, acceptable to the COUNTY, have been furnished to the COUNTY in writing.

(3) **REMOVAL OF PERSONNEL FROM WORK ON THE PROJECT**

The PROFESSIONAL agrees, within three (3) calendar days of receipt of a written request from the COUNTY, to promptly remove and replace the PROFESSIONAL'S PROJECT DIRECTOR, or any other personnel employed or retained by the PROFESSIONAL, or personnel of any SUBCONSULTANT(S) engaged by the PROFESSIONAL pursuant to this Agreement. The COUNTY may make such request for the removal of personnel with or without cause.

4.03 - TASK ORDERS

The work and/or services to be provided or performed pursuant to this Agreement are TASK ORDER driven. If and when the COUNTY requires the PROFESSIONAL SERVICES of the PROFESSIONAL, individual TASK ORDERS will be approved by the COUNTY or by the COUNTY ADMINISTRATOR, when applicable. For purposes of this Agreement, the COUNTY ADMINISTRATOR or designee is specifically delegated authority by the COUNTY to issue and approve TASK ORDER(S) for PROFESSIONAL SERVICES up to the allowable amount provided in the COUNTY'S Purchasing Ordinance.

Each TASK ORDER shall be numbered consecutively and shall reference this Agreement. In the event of any conflict, the provisions of this Agreement will control conflicting provisions of any TASK ORDER. Each TASK ORDER, after execution by the Board of County Commissioners, or the COUNTY ADMINISTRATOR shall become a supplement to and a part of this Agreement.

The completion date for an individual TASK ORDER may be extended, in writing, by the COUNTY at a regularly scheduled meeting of the Board of County Commissioners or by the COUNTY ADMINISTRATOR, as provided in the COUNTY'S Purchasing Ordinance.

All terms in this Agreement shall be incorporated by reference in each executed TASK ORDER, unless specifically altered, superseded, or modified. In the event of any conflict, the provisions of this Agreement will control over the conflicting provisions of any TASK ORDER. Each fully executed TASK ORDER shall become a supplement to and a part of this Agreement.

For each task of a specific project, the COUNTY shall provide to the PROFESSIONAL a detailed description of the services to be performed, the method of payment to be utilized in accordance with Article 6 herein, and the time and cost limitations for such task, if appropriate. The PROFESSIONAL shall respond in writing to such detailed description by describing the proposed Scope of Work, staffing, schedule, total compensation, and the number and type of deliverables that are required to complete the described services. If the response from the PROFESSIONAL is acceptable, the COUNTY may issue a TASK ORDER to the PROFESSIONAL containing the agreed upon scope of work, staffing, schedule, time of performance, total compensation, method of payment, and deliverables.

The COUNTY, in its sole discretion, may waive the requirements of this Section in the event of a public emergency, catastrophic weather event, or for any other reason the COUNTY deems is in the best interest of the public health, safety, and welfare.

After issuance of a properly executed TASK ORDER and NOTICE TO PROCEED, the PROFESSIONAL shall commence work promptly and shall carry on without delay or interruption all such work and services as may be required to completion. The time of performance for rendering professional work or services pursuant to any TASK ORDER shall commence to run from the date specified in the NOTICE TO PROCEED issued for said TASK ORDER.

In the event the PROFESSIONAL fails to commence, provide, perform and/or complete any of the work or services required pursuant to this Agreement in a timely and diligent manner or within a specified time period as delineated in an executed TASK ORDER, the COUNTY may consider such failure as a justifiable cause, in its sole discretion, to terminate this Agreement.

4.04 - TIMELY ACCOMPLISHMENT OF SERVICES

The PROFESSIONAL, at all times that this Agreement is in effect, shall ensure that

sufficient time remains in the project schedule within which to complete the services required and authorized by any given TASK ORDER(S). In the event that there are delays which would modify or extend a scheduled TASK ORDER completion date, the PROFESSIONAL shall, within seven (7) calendar days of discovery of such delay, submit a written request to the COUNTY seeking a time extension to complete a delayed project which request shall specifically identify the reason(s) for the delay and the amount of time related thereto.

In the event the specified time of performance for a given TASK ORDER expires and the PROFESSIONAL has not requested a time extension, or if the COUNTY has denied a request for a time extension in writing, partial progress payments will be stopped on the date time expires. However, unless liquidated damages are determined to apply to a particular project, a final payment may be made on a project even if time has expired.

Should the PROFESSIONAL be obstructed or delayed in the prosecution or completion of its obligations under this Agreement as a result of causes beyond the control of the PROFESSIONAL, the PROFESSIONAL shall notify the COUNTY in writing within seven (7) calendar days after commencement or discovery of such delay, stating the cause(s) therefore and requesting an extension of the PROFESSIONAL'S time of performance. Causes beyond the control of the PROFESSIONAL shall include, but are not limited to, court orders and injunctions, actions or rulings of any federal, state or municipal authority (including the COUNTY) having jurisdiction over any project or TASK ORDER performed pursuant to this Agreement, and/or any Force Majeure event as delineated in Section 16.04 of this Agreement. Upon receipt of the PROFESSIONAL'S request for an extension of time for cause(s) beyond the control of the PROFESSIONAL, the COUNTY ADMINISTRATOR or his designee shall have the discretion to grant an extension of time for up to an additional one hundred and eighty (180) calendar days if the COUNTY determines the delay encountered by the PROFESSIONAL was due to causes beyond its control and not attributable to the fault, error, omission or neglect of the PROFESSIONAL. All other extensions of time must be approved by the Board of County Commissioners. No liquidated damages shall apply for time extensions granted by the Board of County Commissioners or by the COUNTY ADMINISTRATOR or his designee as defined in TASK ORDER(S) for causes beyond control of the PROFESSIONAL.

4.05 - FAILURE TO PERFORM IN A TIMELY MANNER

The timely performance, provision and completion of the required services, work and materials is vitally important to the interests of the COUNTY. **Time is of the essence for all of the duties and obligations contained in this Agreement.** The COUNTY may suffer damages in the event that the PROFESSIONAL does not accomplish and complete the required services in a timely manner. The PROFESSIONAL agrees to employ, engage, retain and/or assign an adequate number of qualified personnel throughout the period this Agreement is in effect so that all PROFESSIONAL SERVICES will be provided and performed in a timely and diligent manner. If the PROFESSIONAL fails to commence, provide, perform and/or complete any service required under this Agreement in a timely and diligent manner as determined by the COUNTY, or within a specified time period delineated

in executed MODIFICATION(S), TASK ORDER(S), or CHANGE ORDER(S), the COUNTY, in its sole discretion, may terminate this Agreement.

As an alternative to termination, the COUNTY may also, at its option, upon written notice to the PROFESSIONAL, withhold any and all payments due and owing to the PROFESSIONAL, not to exceed the amount of the compensation for any work in dispute, until such time as the PROFESSIONAL resumes performance of its obligations in such a manner as to get back on schedule in accordance with the time and schedule of performance requirements set forth in this Agreement, or as set forth in any MODIFICATION(S), TASK ORDER(S), or CHANGE ORDER(S) issued pursuant thereto.

4.06 - STANDARDS OF PROFESSIONAL SERVICE

The work and services to be provided and/or performed by the PROFESSIONAL and by any SUBCONSULTANT(S) engaged by the PROFESSIONAL shall be done in accordance with the generally accepted standards of professional practice and in accordance with the laws, rules, regulations, ordinances, codes, policies, standards or other guidelines issued by any governmental agency having jurisdiction over all or a portion of any work performed under this Agreement in effect at the time the COUNTY executes this Agreement and/or which may subsequently be changed or revised. All final documents, reports, studies, or other data prepared by the PROFESSIONAL or any SUBCONSULTANT(S) shall bear a professional's seal/signature in accordance with the applicable Florida Statutes and/or any applicable Administrative Rules promulgated by the Florida Department of Business and Professional Regulation (where applicable).

4.07 - CONSULTANT'S QUALITY CONTROL

(1) RESPONSIBILITY TO CORRECT

The PROFESSIONAL agrees to be responsible for the professional quality, technical adequacy and accuracy, timely completion, and the coordination of all data, studies, surveys, designs, specifications, calculations, estimates, plans, drawings, construction documents, photographs, reports, memoranda, and other services, work, and materials performed, provided, and/or furnished by PROFESSIONAL or by any SUBCONSULTANT(S) utilized by the PROFESSIONAL pursuant to this Agreement.

If any design work or submittal prepared by the PROFESSIONAL contains a negligent error, omission, deficiency or mistake, the COUNTY reserves the right to back charge costs incurred in identifying and documenting any such error, omission or mistake if the negligent issue is not corrected by PROFESSIONAL within fifteen days after notice of the same is provided to PROFESSIONAL. The time involved will be charged in a minimum of five (5) minute increments. The costs associated with such back charges for reviews performed in-house by COUNTY staff will be based on the hourly rates for a Senior County Engineer or comparable PROFESSIONAL job classification reflected in EXHIBIT "A" (STANDARD HOURLY RATES) attached

to this Agreement. The COUNTY also has the discretion to have such review performed by an outside professional in which instance, the PROFESSIONAL will be back charged for the actual cost incurred by the COUNTY for identifying and documenting the PROFESSIONAL'S error, omission, deficiency or mistake.

In addition, if a negligent error, omission, deficiency or mistake is identified in the post- design phase, the PROFESSIONAL will also be responsible for any additional costs (both direct and indirect) incurred by the COUNTY to correct such error, omission, deficiency or mistake including but not limited to engineering fees and construction costs and if the negligent issue is not corrected by PROFESSIONAL within fifteen days after notice of the same is provided to PROFESSIONAL. Such back charge amounts may be deducted from any payment(s) due the PROFESSIONAL. If the payments due the PROFESSIONAL are not sufficient to cover such amount(s), the PROFESSIONAL shall be responsible for paying the difference to the COUNTY.

Upon written notice from the COUNTY, the PROFESSIONAL shall, without additional compensation, correct or revise any errors, omissions, mistakes or other deficiencies in such data, studies, surveys, designs, specifications, calculations, estimates, plans, drawings, construction documents, work, and materials resulting from the negligent act, errors or omissions, or intentional misconduct of the PROFESSIONAL or any SUBCONSULTANT(S).

If the PROFESSIONAL does not correct the defective work within the time specified in the COUNTY'S written notice, the COUNTY may have the deficiency corrected. All direct or indirect costs of such correction shall be paid by the PROFESSIONAL or deducted from payment due to the PROFESSIONAL.

(2) COUNTY'S APPROVAL SHALL NOT RELIEVE PROFESSIONAL OF RESPONSIBILITY

Neither review, approval, or acceptance by the COUNTY of data, studies, surveys, designs, specifications, calculations, estimates, plans, drawings, construction documents, photographs, reports, memoranda, and incidental professional services, work and materials furnished hereunder by the PROFESSIONAL or by any SUBCONSULTANT(S) shall in any way relieve the PROFESSIONAL of responsibility for the adequacy, completeness, and accuracy of its services, work and/or materials, or the services, work and/or materials of any SUBCONSULTANT(S). Neither the COUNTY'S review, approval, or acceptance of, nor payment for, any of the PROFESSIONAL'S work, services, and materials shall be construed to operate as a waiver of any of the COUNTY'S rights under this Agreement, or any cause of action the COUNTY may have arising out of the performance of this Agreement.

The PROFESSIONAL agrees and recognizes that the COUNTY shall not be held liable or responsible for any claims which may result from any action or omission of the PROFESSIONAL in which the COUNTY participates either through review of or

concurrence with the PROFESSIONAL'S actions. In reviewing, approving, or rejecting any submissions or other work prepared by the PROFESSIONAL, or by SUBCONSULTANT(S) retained by the PROFESSIONAL, the COUNTY in no way assumes or shares any of the responsibility or liability of the PROFESSIONAL, or SUBCONSULTANT(S) under this Agreement.

4.08 - PROFESSIONAL TO REPAIR PROPERTY DAMAGE CAUSED BY THE PROFESSIONAL

PROFESSIONAL agrees to promptly repair and/or replace, or cause to have repaired and/or replaced, at its sole cost and expense and in a manner acceptable to and approved by the COUNTY, any property damage arising out of, or caused by, the willful or negligent acts of the PROFESSIONAL or of its SUBCONSULTANT(S) or Subcontractor(s). The COUNTY reserves the right, should the PROFESSIONAL fail to make such repairs and/or replacement within a reasonable period of time, to cause such repairs and/or replacement to be made. All costs and expenses associated with having such repairs and/or replacement performed shall be paid for by the PROFESSIONAL directly or via reimbursement to the COUNTY from the PROFESSIONAL.

4.09 - RESPONSIBILITY FOR ESTIMATES

(1) PROFESSIONAL'S LIABILITY

In the event the services required pursuant to this Agreement include the PROFESSIONAL preparing and submitting to the COUNTY cost estimates, the PROFESSIONAL shall develop such cost estimates in accordance with the provisions set forth in sub-paragraph (2) below, or as may otherwise be required under this Agreement.

The PROFESSIONAL shall be held accountable, responsible and liable for the accuracy, completeness, and correctness of any and all cost estimates.

(2) CONSTRUCTION COST ESTIMATES

For the purposes of this Agreement, a CONSTRUCTION COST ESTIMATE is an estimate prepared on the basis of well-defined engineering/architectural data and on detailed information set forth in specifications and/or design drawings which shall be used as a basis for obtaining bids or price proposals for constructing any and all facilities, structures, roadways, utilities, buildings or similar projects contemplated under this Agreement. Unless requested by the COUNTY, the CONSTRUCTION COST ESTIMATE shall not include nor require any estimate, approval or valuation of costs associated with the acquisition of property, easements or rights-of-way which may be required to complete the construction project for which said estimate is sought. The PROFESSIONAL acknowledges the accuracy and reliability of the CONSTRUCTION COST ESTIMATE is vital to the COUNTY'S interests because it may be used for such purposes as, but not limited to, budgeting, obtaining, allocating or obligating funds for a

COUNTY capital improvement project and/or evaluating and determining the reasonableness of bids or price proposals for construction projects. As an expressed condition of this Agreement, any CONSTRUCTION COST ESTIMATE prepared by the PROFESSIONAL or any SUBCONSULTANT(S) shall be accurate within plus or minus fifteen percent (15%) of the actual low bid or price proposal received for any construction project contemplated by this Agreement within one (1) year of the PROFESSIONAL'S submission of the CONSTRUCTION COST ESTIMATE.

In the event the COUNTY solicits and receives bids or price proposals from contractors on a construction project based on specifications, design drawings and a CONSTRUCTION COST ESTIMATE prepared by the PROFESSIONAL and the lowest bid or price proposal submitted by a responsive and responsible bidder exceeds the amount of the PROFESSIONAL'S CONSTRUCTION COST ESTIMATE by more than fifteen percent (15%), the PROFESSIONAL shall, upon notification by the COUNTY, assume responsibility for and proceed to provide and perform the following service without additional compensation:

The PROFESSIONAL will, subject to the review and approval of the COUNTY, modify the specifications, design drawings and related bidding and contract documents to the extent necessary so that a re-solicitation of bids or price proposals by the COUNTY will realize bids or price proposals being received that are within the range of accuracy established for the CONSTRUCTION COST ESTIMATE. Any such modification made by the PROFESSIONAL shall not conflict with the functional or operational requirements established by the COUNTY nor shall any such modification conflict with established rules, regulations, requirements, or professional standards pertaining to the design, specifications, or drawings prepared by the PROFESSIONAL, nor shall such modification adversely affect the safe use or operation of the constructed project.

4.10 - DISCLOSURES

The PROFESSIONAL agrees that it shall make no statement, press releases, or publicity releases concerning this Agreement or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with this Agreement, or any particulars thereof, during the effective period of this Agreement without first notifying the PROJECT MANAGER and securing written consent for any such disclosure from the COUNTY ADMINISTRATOR or his designee. The PROFESSIONAL also agrees that it shall not publish, copyright, or patent any of the data or other information developed pursuant to this Agreement, it being understood that, under Section 16.06 of this Agreement, such data or information is the property of the COUNTY.

4.11 - COMPLIANCE WITH THE CONSULTANT'S COMPETITIVE NEGOTIATION ACT

In accordance with the provisions of Chapter 287.055 Florida Statutes, the PROFESSIONAL warrants that the PROFESSIONAL has not employed or retained any company or person, other than a bona fide employee working solely for the PROFESSIONAL, to solicit or secure this Agreement and that the PROFESSIONAL has not

paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the PROFESSIONAL any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. The PROFESSIONAL further certifies that any and all wage rates and other factual unit costs supporting compensation to be paid pursuant to this Agreement are accurate, complete, and current at the time of execution of this Agreement by the PROFESSIONAL and/or at the time of issuance of any properly executed TASK ORDER(S).

If the PROFESSIONAL has breached or otherwise violated or failed to comport with the terms of this Article, the COUNTY shall have the right to terminate this Agreement without liability and, at the COUNTY'S discretion, to deduct from the contract price, or otherwise recover the full amount of any such fee, commission, percentage, gift, or consideration paid in violation of this Article.

ARTICLE 5 - OBLIGATIONS OF THE COUNTY

5.01 - DESIGNATION OF PROJECT MANAGER

The COUNTY agrees after the execution of this Agreement to properly advise the PROFESSIONAL, in writing, of the person designated to serve and act as the COUNTY'S PROJECT MANAGER pursuant to the provisions of Article 1.11 of this Agreement.

5.02 - INFORMATION PROVIDED BY COUNTY

The COUNTY will make available to the PROFESSIONAL, within a reasonable time from request of the PROFESSIONAL, existing data, plans, reports, and other information in the COUNTY'S possession or under the COUNTY'S control which are necessary for the performance of the duties of the PROFESSIONAL in the Scope of Services, and to provide full information regarding requirements of the Scope of Services, including objectives, budget constraints, criteria, and other requirements that exist at the time of signing of this Agreement or which may develop during the performance of this Agreement.

5.03 - FAULT OR DEFECT IN WORK

The COUNTY will give prompt written notice to the PROFESSIONAL if the COUNTY observes or otherwise becomes aware of any fault or defect in the Scope of Services or non-conformance with the documents which comprise this Agreement.

5.04 - ACCESS TO COUNTY PROPERTY

The COUNTY agrees, with reasonable prior written notice given by the PROFESSIONAL, to provide the PROFESSIONAL with access to COUNTY property, facilities, buildings, and structures to enable the PROFESSIONAL to provide and perform any required PROFESSIONAL SERVICES and work pursuant to this Agreement. Such rights of access shall not be exercised in such a manner or to such an extent as to impede or interfere with

COUNTY operations, or the operations carried on by others under a lease, or other contractual arrangements with the COUNTY, or in such a manner to adversely affect the public health, safety, or welfare.

5.05 - EXAMINATION OF WORK OF PROFESSIONAL

The COUNTY, in its discretion, may examine all studies, reports, sketches, drawings, specifications, proposals, or other documents presented by the PROFESSIONAL, obtain advice of an attorney, insurance counselor, consultants, and other professionals as the COUNTY deems appropriate for such examination, and render, in writing, any conclusions, comments, or decisions pertaining thereto within a reasonable time so as not to delay the services of the PROFESSIONAL.

5.06 - SUSPENSION OF WORK

In addition to the COUNTY'S contractual right to terminate this Agreement in its entirety as set forth above, the COUNTY may, at its convenience, stop, suspend, supplement or otherwise change all, or any part of, the PROFESSIONAL SERVICES set forth herein. The COUNTY shall provide written notice to the PROFESSIONAL in order to implement a stoppage, suspension, supplement or change. If any engineering, professional or consulting services covered by this Agreement to be carried out by the PROFESSIONAL shall be suspended, abated, or terminated at the direction of the COUNTY for reasons unrelated to the quality of work provided by the PROFESSIONAL, the COUNTY shall pay the PROFESSIONAL for such services actually rendered prior to the suspension, abatement, or termination, and any reasonable additional costs incurred by the PROFESSIONAL to effectuate an orderly closing of its activities, with the payment to be based insofar as possible on the fees established in this Agreement.

ARTICLE 6 - COMPENSATION AND METHOD OF PAYMENT

6.01 - PAYMENT FOR SERVICES

The COUNTY shall pay the PROFESSIONAL for all authorized PROFESSIONAL SERVICES rendered hereunder by the PROFESSIONAL and completed in accordance with the requirements, provisions, and/or terms of this Agreement, MODIFICATION(S), TASK ORDER(S), or CHANGE ORDER(S) and in accordance with the provisions delineated below.

(A) PAYMENT METHODS

The fee paid to the PROFESSIONAL shall be based on one of the following methods or any combination thereof as determined by the COUNTY in its sole discretion:

- (1) Lump Sum Method. The COUNTY may pay a negotiated fixed price amount for an executed TASK ORDER as a Lump Sum. The Lump Sum

compensation amount will be estimated based on the STANDARD HOURLY RATE cost for work performed on an estimated TASK ORDER in accordance with the rates established in EXHIBIT "A". A negotiated Lump Sum compensation amount shall be delineated in the executed TASK ORDER. The Lump Sum compensation method shall anticipate that all costs for the PROFESSIONAL SERVICES required are known and that no modifications to the established Lump Sum amount will be necessary. The established Lump Sum amount shall include all of the PROFESSIONAL'S costs, including DIRECT SALARIES, (See EXHIBIT "B") Overhead, Operating Margin, Reimbursable Expenses, and SUBCONSULTANT(S) charges. (EXHIBIT "B" DIRECT SALARIES - These are considered maximum direct salaries, which are included for information and reference purposes only. If the PROFESSIONAL charges the COUNTY based on less than these DIRECT SALARIES, those charges shall be considered acceptable to the COUNTY also).

The COUNTY may also elect to apply the Lump Sum Method on a line item basis for a particular service or activity as defined within an individual TASK ORDER. If the Lump Sum Method is used, no additional documentation regarding costs for work is required to be attached to the PROFESSIONAL'S invoices for lump sum payment of a TASK ORDER or specific line item within a TASK ORDER.

- (2) Not to Exceed Method. The COUNTY will pay the STANDARD HOURLY RATES for work provided or services performed on an executed TASK ORDER in accordance with the rates delineated in EXHIBIT "A," subject to a Not to Exceed Amount, which shall be delineated in said TASK ORDER. In addition to payment of the aforementioned DIRECT SALARIES, the COUNTY shall pay to the PROFESSIONAL an Overhead Rate as this rate shall be established pursuant to Subsection B below, plus an Operating Margin, plus Reimbursable Expenses in accordance with the provisions of Subsection C below, plus SUBCONSULTANT charges in accordance with the provisions of Subsection D below. Operating Margin and Overhead Rate shall not be allowed on any premium portion of overtime or on any Reimbursable Expenses or SUBCONSULTANT charges. In no event shall the established Not to Exceed Amount be increased except through the issuance of a new TASK ORDER or CHANGE ORDER approved by the Board of County Commissioners. The COUNTY may also elect to apply the Not to Exceed Amount on a line item basis for a particular service or activity defined within an individual TASK ORDER. If the Not to Exceed Method is used, additional documentation as required by the COUNTY (e.g. payroll sheets) regarding costs for work is required to be attached to the PROFESSIONAL'S invoices for Not to Exceed payment of a TASK ORDER or specific line item within a TASK ORDER.

(B) OVERHEAD RATE

In determining the Overhead Rate to be paid to the PROFESSIONAL, it is the COUNTY'S expressed intention to utilize the audit information compiled by the Florida Department of Transportation ("FDOT") pursuant to its Qualification, Selection, and Performance Evaluation requirements for Professional Consultants in accordance with Chapter 14-75 of the Florida Administrative Code. The overhead rate to be paid by the COUNTY shall be as established in EXHIBIT "C" which is provided in accordance with the audit information supplied by the FDOT and shall not exceed the uniform Overhead Rate cap established by the FDOT. In the event the PROFESSIONAL has not supplied audit information to the FDOT in accordance with Chapter 14-75 of the Florida Administrative Code, the PROFESSIONAL may provide a self-certified overhead rate determination. The COUNTY may consider this determination but shall establish the Overhead Rate to be paid during the Project, which rate may be less than the current uniform Overhead Rate cap established by the FDOT.

The PROFESSIONAL'S overhead rates for its one-year applicable accounting period shall be applied to the Agreement, however, once an Overhead Rate is established for an agreement it may be extended beyond the one-year applicable accounting period, provided the COUNTY and the PROFESSIONAL agree.

The COUNTY shall apply these Overhead Rates for the purposes of contract estimation, negotiation, administration and reporting and contract payment. The Overhead Rates shall not be limited by any administrative or de facto ceiling.

(C) REIMBURSABLE EXPENSES

The COUNTY shall pay the PROFESSIONAL for Reimbursable Expenses in accordance with the provisions of this Article. The term Reimbursable Expenses shall mean the PROFESSIONAL'S out-of-pocket costs for items directly charged to any project initiated pursuant to this Agreement including, but not limited to, charges for printing services and copying (both in-house or subcontracted), laboratory testing, fees, and per diem and travel expenses of the PROFESSIONAL'S employees not to exceed the statutory limits delineated in Chapter 112.061, Florida Statutes.

The COUNTY shall only compensate the PROFESSIONAL for Reimbursable Expenses which are directly charged to projects performed pursuant to this Agreement which are not included in the PROFESSIONAL'S overhead and which are consistently charged to all clients. The COUNTY, in its sole discretion, may require the PROFESSIONAL to verify and/or provide supporting documentation which

demonstrates that Reimbursable Expenses for which compensation has been sought have been generated or originated from or by a project initiated pursuant to this Agreement. If the PROFESSIONAL seeks compensation for Computer-Aided Design and Drafting (CADD), Personal Computers (PCs) or Facilities Capital Cost of Money (FCCM) as a Reimbursable Expense, the cost basis for the unit rates used for such items must be fully supported by appropriate documentation. All Reimbursable Expenses shall be charged at the actual cost to the PROFESSIONAL.

(D) SUBCONSULTANT CHARGES

The professional services of any SUBCONSULTANT(S) whose expertise is required within the scope of the PROFESSIONAL'S work under this Agreement will be paid in accordance with the fees identified in Exhibits A and B and in the individual TASK ORDER(S) for such services.

The use of any SUBCONSULTANT(S) referenced in the above paragraph, and not included in the PROFESSIONAL'S response to the RSQ must be approved in writing by the COUNTY ADMINISTRATOR or his designee before such SUBCONSULTANT(S) may be retained by the PROFESSIONAL.

(E) ADDITIONAL COSTS

The parties agree that any additional costs for work or services to be provided or performed under a TASK ORDER issued pursuant to this Agreement, or pursuant to any other method utilized by the parties for determining the original costs of work or services to be provided or performed by the PROFESSIONAL, must be approved in writing by the Board of County Commissioners at a regularly scheduled meeting of said Board of County Commissioners or by the COUNTY ADMINISTRATOR, when applicable. For purposes of this Agreement, the COUNTY ADMINISTRATOR is specifically delegated authority by the COUNTY to issue and approve TASK ORDERS that include Additional Services, up to the allowable amount provided in the COUNTY's Purchasing Ordinance. If such additional costs are not authorized by the Board of County Commissioners, or approved by the COUNTY ADMINISTRATOR, when applicable in writing, no payment, reimbursement, or compensation for such additional costs shall be tendered by the COUNTY to the PROFESSIONAL.

ARTICLE 7 - TERMS OF PAYMENT

(1) MONTHLY INVOICES

The PROFESSIONAL shall be entitled to submit not more than one invoice statement to the COUNTY each month covering services

rendered during the preceding month. The PROFESSIONAL'S invoice statement(s) shall be itemized to correspond to the basis of compensation as set forth in the Agreement, or TASK ORDER(S), issued hereunder. The PROFESSIONAL'S invoice statements shall contain amount of work and description of service(s) provided and/or performed, and where appropriate, supportive documentation of charges consistent with the basis of compensation set forth in this Agreement. If the PROFESSIONAL has been issued more than one TASK ORDER pursuant to this Agreement, the PROFESSIONAL shall submit separate invoices to the COUNTY for the specific services performed for each specific TASK ORDER.

Payment for services rendered by the PROFESSIONAL during any billing period shall be due and payable by the COUNTY in accordance with the provisions of Chapter 218, Part VII, Florida Statutes (the Local Government Prompt Payment Act).

(2) PAYMENT FOR SERVICES PERFORMED

- (A) The COUNTY shall pay the PROFESSIONAL on the basis of services completed for tasks set forth in the TASK ORDER agreed upon by the PROFESSIONAL and the COUNTY. Payments shall be made for PROFESSIONAL'S work-in-progress or completed service items based on the agreed method of compensation as outlined in the TASK ORDER. When the Lump Sum Method is used for a TASK ORDER or for a particular service or activity within a TASK ORDER, the COUNTY shall pay the PROFESSIONAL for services performed for tasks set forth in the TASK ORDER on the basis of the invoice statement covering the PROFESSIONAL'S work-in-progress expressed as a percentage of the total cost of the work and/or services required for each task involved. All such work-in-progress percentages are subject to review and approval by the COUNTY'S PROJECT MANAGER. The decision of the COUNTY shall be final as to work-in-progress percentages to be paid. Payment by the COUNTY for tasks on a work-in-progress percentage basis shall not be deemed or interpreted in any way to constitute an approval or acceptance by the COUNTY of any such service or work-in-progress. The PROFESSIONAL shall be responsible for correcting, re-doing, modifying or otherwise completing the work and services required for each task before receiving final full payment, whether or not previous work-in-progress payments have been made by the COUNTY.
- (B) In order to ensure the COUNTY that the PROFESSIONAL has satisfied its payment obligations to its SUBCONSULTANT(S), the PROFESSIONAL must submit an AFFIDAVIT OF DEBTS AND CLAIMS (which is attached hereto and incorporated herein by

reference as EXHIBIT "D") to its final invoice or application for payment for any individual TASK ORDER or for any such final payment that is otherwise due and owing under this Agreement.

(3) **PAYMENT SCHEDULE**

The COUNTY shall issue payment to the PROFESSIONAL as invoices are provided from the PROFESSIONAL. The invoices must be in acceptable form and must contain the requested detailed description of charges. Should the COUNTY object or take exception to the amount of the PROFESSIONAL'S invoice statement, the COUNTY shall notify the PROFESSIONAL of such objection or exception within twenty (20) business days from date of payment period set forth hereinbefore. If such objection or exception remains unresolved at the end of said twenty (20) business days period, the COUNTY, as represented by the PROJECT MANAGER, shall have the authority to withhold the disputed amount and make payment to the PROFESSIONAL of any amount not in dispute. Payment of any disputed amount, or adjustment thereto resolved by mutual agreement of the parties will be paid in accordance with the Local Government Prompt Payment Act.

(4) **TECHNICAL STATUS REPORT**

The PROFESSIONAL shall complete and submit a technical status report with each pay request or invoice submitted to the COUNTY for each TASK ORDER.

(5) **SALES TAX**

The COUNTY shall pay all applicable sales tax or provide to the PROFESSIONAL the appropriate tax exemption information.

ARTICLE 8 - PROFESSIONAL WORK SCHEDULE

8.01 - If requested in writing by the COUNTY, the PROFESSIONAL shall be required to prepare and submit to the COUNTY on a monthly basis a PROFESSIONAL'S WORK SCHEDULE. The PROFESSIONAL'S WORK SCHEDULE shall set forth the time and manpower scheduled for all of the various work, services, phases and/or tasks required to be provided, performed, and/or completed by the PROFESSIONAL and/or any SUBCONSULTANT(S) pursuant to this Agreement and shall address such other issues as required by the related TASK ORDER. The PROFESSIONAL'S WORK SCHEDULE shall be prepared such that the PROFESSIONAL'S planned and actual work progress can be readily determined.

8.02 - The COUNTY may at any time require the PROFESSIONAL to report in writing in a

format approved by the COUNTY on the status and overall progress of the work with a projection as to whether deliverables will be on time and within budget. In addition, the COUNTY may require the PROFESSIONAL to provide an overall percentage of completion estimate.

8.03 - The COUNTY will monitor the PROFESSIONAL'S work product for compliance with project standards and criteria and may make comments and recommendations to the PROFESSIONAL regarding the work. However, any such monitoring or comments and recommendations by the COUNTY, or absence thereof, shall not relieve the PROFESSIONAL of any of its obligations under this Agreement. The PROFESSIONAL retains sole authority and responsibility for the adequacy and accuracy of its PROFESSIONAL services in accordance with generally accepted practices.

ARTICLE 9 - INSURANCE

The PROFESSIONAL shall not commence work until all of the insurance required herein is obtained and approved by the COUNTY as provided hereinafter. The PROFESSIONAL shall not allow any SUBCONSULTANT to commence work until proper insurance has been obtained by the SUBCONSULTANT and such insurance has been approved by the COUNTY, as provided hereinafter. It shall be the responsibility of the PROFESSIONAL to ensure that all SUBCONSULTANTS comply with the same insurance requirements as provided herein. The PROFESSIONAL shall provide the COUNTY satisfactory proof of the required insurance prior to rendering any PROFESSIONAL SERVICES. The PROFESSIONAL shall render certificate(s) of insurance in the form required to the COUNTY and shall provide certified copies of all required policies. The certificate(s) shall clearly indicate that the PROFESSIONAL has obtained insurance of the type, amount, and classification required for strict compliance with this Agreement and that no reduction of coverage or limits, suspension, or cancellation of the insurance shall be effective without thirty (30) days prior written notice as provided below. The certificate(s) shall be signed by a person authorized by the insurer to bind coverage on its behalf. Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits, except after thirty (30) days prior written notice by certified mail (return receipt requested) has been given to the COUNTY to the attention of the Pasco County Risk Manager, 7536 State Street, New Port Richey, Florida 34654. In the event any insurance coverages expire prior to the expiration of this Agreement, a renewal certificate shall be issued thirty (30) days prior to such expiration. Compliance with the foregoing requirements shall not relieve the PROFESSIONAL of liability and/or other obligations pursuant to this Agreement. Neither approval by the COUNTY nor a failure to disapprove insurance certificates or policies furnished by the PROFESSIONAL shall release the PROFESSIONAL of full responsibility of all liability or its obligations under this Agreement.

All insurance policies shall be issued by responsible companies authorized to do business under the laws of the State of Florida. Said insurance companies shall have an "A"

policyholders' rating, have a financial rating of at least Class VIII in accordance with the most current Best Key Rating Guide, and shall be satisfactory to the COUNTY. All policies of insurance required by this Agreement shall be primary insurance as respects the COUNTY, or its officials, agents or employees, shall be excess of the PROFESSIONAL'S insurance and shall not contribute with it. All policies of insurance required by this Agreement, except Worker's Compensation and Professional Liability, shall specifically provide that the COUNTY and its officials, agents or employees shall be an "additional insured" under the policy and shall contain a severability of interests provision. All insurance policies required herein shall apply to all operations, activities, or use by the PROFESSIONAL or anyone employed by, contracting with, or acting at the PROFESSIONAL'S direction or supervision. The insurance coverages and limits provided herein are designed to meet the minimum requirements of the COUNTY. Any deductibles or self-insured retentions must be declared and approved by the COUNTY and are the responsibility of the PROFESSIONAL. The minimum kinds and limits of coverage to be carried by the PROFESSIONAL throughout the effective term of this Agreement shall be as follow:

A. Worker's Compensation and Employer's Liability:

The PROFESSIONAL and all SUBCONSULTANTS shall take out and maintain during the life of this Agreement, Worker's Compensation Insurance for all employees employed at the project site. Coverage shall be for the statutory limits in compliance with applicable state and federal laws. The policy must include employer's liability with a limit of \$100,000.00 each accident. The insurer shall agree to waive all rights of subrogation against the COUNTY, and its officials, agents and employees. In case any employee is engaged in hazardous work on the project site and is not protected under the Worker's Compensation statute, the PROFESSIONAL and any SUBCONSULTANT(S) shall provide for adequate insurance coverage to protect these employees.

B. Comprehensive General Liability:

Comprehensive General Liability shall include premises and/or operations, products and/or completed operations, broad form property damage, Explosion, Collapse, and Underground (XCU) coverage, independent contractors, and contractual liability, and shall be written on an occurrence basis.

Bodily Injury and personal injury, including death:
\$1,000,000.00 each person
\$3,000,000.00 aggregate

Property damage:
\$1,000,000.00 each occurrence
\$3,000,000.00 aggregate

C. Comprehensive Automobile Liability:

Comprehensive automobile liability shall include owned vehicles, hired and non-owned vehicles, and employee non-ownership.

Bodily Injury and personal injury, including death:

\$1,000,000.00 each person

\$3,000,000.00 aggregate

Property damage:

\$1,000,000.00 each occurrence

\$3,000,000.00 aggregate

D. Professional Liability:

PROFESSIONAL shall maintain, during the term of this Agreement, standard professional liability insurance in the minimum amount of \$1,000,000.00 per occurrence. The COUNTY may require a higher limit as mutually agreed to with the PROFESSIONAL for specific TASK ORDERS.

SPECIAL INSTRUCTIONS: Occurrence form professional liability insurance is highly preferred, however, in the event the PROFESSIONAL is only able to secure claims-made professional liability insurance, the following special conditions apply and are agreed to by the PROFESSIONAL: if coverage is afforded on a claims-made basis, the PROFESSIONAL shall be obligated by virtue of this claims-made basis, and the PROFESSIONAL shall be obligated by virtue of this Agreement to maintain insurance coverage in effect with no less limits of liability nor any more restrictive terms and/or conditions for a period of seven (7) years from the effective date of this Agreement. All Certificates of Insurance must clearly indicate whether the coverage is on a claims-made basis or an occurrence basis.

ARTICLE 10 – INDEMNIFICATION OF THE COUNTY

10.01 The PROFESSIONAL shall be liable for and shall indemnify, and hold harmless the COUNTY and all of its officers, employees and agents, from any claim, loss, damage, cost, charge or expense (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) arising out of or resulting from any negligence, recklessness or intentionally wrongful act or omission of the PROFESSIONAL during the performance of the contract or work performed pursuant to this Agreement. The PROFESSIONAL shall further be liable for and shall indemnify and hold the COUNTY harmless for any and all claims, suits, judgments, damages, losses and expenses, including court costs and attorney

fees, arising out of or resulting from the negligence, recklessness or intentionally wrongful act or omission of any SUBCONSULTANT(S) engaged by the PROFESSIONAL pursuant to this Agreement. The PROFESSIONAL shall not be liable to nor shall it indemnify the COUNTY for any portion of damages or claims arising out of any error, omission, and/or negligence of the COUNTY, its employees, designated representatives, and agents. This indemnity shall include, but not be limited to, charges of attorneys, legal assistants, and other professionals, and costs of both defense and appeal in a court of law or other tribunal, for any reason.

This provision shall also pertain to any claims brought against the COUNTY by any employee of the PROFESSIONAL, SUBCONSULTANT(S), or anyone directly or indirectly employed by any of them.

10.02 The PROFESSIONAL'S obligation under this provision shall not be limited in any way to the consideration hereunder, the agreed upon contract price as shown in this Agreement or any TASK ORDER hereunder, or the PROFESSIONAL'S limit of or lack of sufficient insurance protection. The PROFESSIONAL hereby acknowledges and agrees that the compensation to be paid the PROFESSIONAL by the COUNTY pursuant to this Agreement specifically includes compensation as consideration for the indemnification provided herein.

The provisions of this Article shall survive the termination or expiration of this Agreement.

ARTICLE 11 - ASSIGNMENT, TRANSFER AND SUBCONTRACTS

Neither the COUNTY nor the PROFESSIONAL shall assign, sublet, or transfer its interest in this Agreement without the written consent of the other party. Except as otherwise authorized in this Agreement, the PROFESSIONAL shall not subcontract any of its service obligations hereunder to third parties without the prior written approval of the COUNTY. The PROFESSIONAL shall have the right, subject to the COUNTY'S prior written approval, to employ other persons and/or firms to serve as SUBCONSULTANTS to the PROFESSIONAL pursuant to the requirements of this Agreement; provided, however, the COUNTY approves those firms as SUBCONSULTANTS that are listed in the PROFESSIONAL'S Response to the RSQ. The COUNTY shall have the right and be entitled to withhold its approval of SUBCONSULTANTS, but such approval shall not be unreasonably withheld.

ARTICLE 12 - CONFLICT OF INTEREST

The PROFESSIONAL represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of the services required by this Agreement. The PROFESSIONAL further agrees that no person having any such interest shall be employed or engaged by the PROFESSIONAL for said performance.

If the PROFESSIONAL is about to engage in representing another client, which it in good faith believes could result in a conflict of interest with the work being performed by the PROFESSIONAL or any SUBCONSULTANT under this Agreement, then it will promptly bring such potential conflict of interest to the COUNTY'S attention, in writing. The COUNTY will advise the PROFESSIONAL, in writing, within twenty (20) calendar days if such conflict of interest exists. If the COUNTY determines that a conflict of interest exists, the PROFESSIONAL and/or any SUBCONSULTANT shall decline the representation upon the COUNTY'S written notice. If the COUNTY determines that there is no such conflict of interest, then the COUNTY shall give its written consent to such representation.

If the PROFESSIONAL accepts such a representation without obtaining the COUNTY'S prior written consent, and if the COUNTY subsequently determines that there is a conflict of interest between such representation and the work being performed by the PROFESSIONAL, then the PROFESSIONAL agrees to promptly terminate such representation. The PROFESSIONAL shall require all SUBCONSULTANTS to comply with the provisions of this Article.

Should the PROFESSIONAL fail to advise or notify the COUNTY as provided hereinabove of representation which could, or does, result in conflict of interest, or should the PROFESSIONAL fail to discontinue such representation, the COUNTY may consider such failure as justifiable cause to terminate this Agreement.

ARTICLE 13 - INDEPENDENT CONTRACTOR RELATIONSHIP

The PROFESSIONAL and any and all SUBCONSULTANTS are and shall be Independent Contractors in and throughout the performance of all work and services provided and performed pursuant to this Agreement. As Independent Contractors, the PROFESSIONAL and SUBCONSULTANTS shall not be deemed employees of the COUNTY. Neither the COUNTY nor any of its employees shall have any control over the conduct of PROFESSIONAL or any of PROFESSIONAL'S or SUBCONSULTANT'S employees, except as herein set forth, and PROFESSIONAL expressly warrants not to represent at any time or in any manner that PROFESSIONAL or any of PROFESSIONAL'S or SUBCONSULTANT'S agents, servants or employees are in any manner agents, servants or employees of the COUNTY. The PROFESSIONAL does not have the power or authority to bind the COUNTY in any promise, agreement, or representation other than specifically provided for in this Agreement. The PROFESSIONAL shall be responsible to the COUNTY for all the work or services performed by the PROFESSIONAL or any person or firm engaged as a SUBCONSULTANT pursuant to this Agreement. The COUNTY shall not be liable to any SUBCONSULTANT, or any other person, firm, corporation or other entity that contracts with or provides goods or services to the PROFESSIONAL in connection with the work required to be performed pursuant to this Agreement. The COUNTY shall not be liable to any SUBCONSULTANT, or any other person, firm, corporation or other entity for debts or claims accruing to such parties against the PROFESSIONAL pursuant to any work or services performed under this Agreement.

ARTICLE 14 - TERMINATION

This Agreement may be terminated for any reason by the COUNTY giving fourteen (14) days written notice to the PROFESSIONAL of the COUNTY'S intent to terminate.

In the event of termination of this Agreement, the COUNTY shall compensate the PROFESSIONAL only for: (1) all SERVICES performed prior to the effective date of the termination; (2) reimbursable expenses then due for the PROFESSIONAL SERVICES performed prior to the date of notice of termination; and (3) reasonable expenses incurred by the PROFESSIONAL in affecting the termination of SERVICES, including costs incurred by submittal to the COUNTY of project drawings, plans, data, and other documents.

The PROFESSIONAL shall not be entitled to receive compensation for anticipated professional fees, profit, general and administrative overhead expenses or for any other anticipated income or expense which may be associated with services which are terminated, suspended, eliminated, or cancelled.

ARTICLE 15 - SUSPENSION OF WORK

In addition to the COUNTY'S contractual right to terminate this Agreement in its entirety as set forth above, the COUNTY may, at its convenience, stop, suspend, supplement or otherwise change all, or any part of, the PROFESSIONAL SERVICES set forth herein. The COUNTY shall provide written notice to the PROFESSIONAL in order to implement a stoppage, suspension, supplement or change. If any engineering, professional or consulting services covered by this Agreement to be carried out by the PROFESSIONAL shall be suspended, abated, or terminated at the direction of the COUNTY for reasons unrelated to the quality of work provided by the PROFESSIONAL, the COUNTY shall pay the PROFESSIONAL for such services actually rendered prior to the suspension, abatement, or termination, and any reasonable additional costs incurred by the PROFESSIONAL to effectuate an orderly closing of its activities, with the payment to be based insofar as possible on the fees established in this Agreement.

ARTICLE 16 - GENERAL PROVISIONS

16.01 - APPLICABLE LAW

This Agreement shall be governed by the laws, rules, and regulations of the State of Florida. Venue for any claims, disputes, or other matters in question between the parties to this Agreement shall be in Pasco County, Florida.

16.02 - COMPLIANCE WITH LAWS AND REGULATIONS

The PROFESSIONAL shall observe and comply with all applicable federal and state laws, COUNTY and municipal ordinances, and the rules and regulations of all authorities having jurisdiction over any project or work performed pursuant to this Agreement. All applicable federal, state, and local laws and ordinances are deemed to be included in this Agreement

the same as though herein written out in full.

16.03 - NON-EXCLUSIVE AGREEMENT

This Agreement is not intended to be and shall not be construed as an exclusive contract and the COUNTY may employ additional or other consulting firms to perform any work contemplated by this Agreement without liability to the PROFESSIONAL.

16.04 - FORCE MAJEURE

Neither the COUNTY nor the PROFESSIONAL shall be liable for its failure to perform hereunder due to circumstances beyond their respective control, such as Acts of God, wars, riots, national emergencies, strikes, or accidents. The COUNTY or the PROFESSIONAL may suspend their respective performance under this Agreement as a result of a force majeure, the COUNTY or the PROFESSIONAL shall resume its performance as soon as is reasonably possible.

16.05 - WAIVER OF BREACH

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

16.06 - OWNERSHIP OF DOCUMENTS

All documents, such as drawings, tracings, notes, photographs, computer files, plans, specifications, maps, evaluations, reports and other records and data relating to this Agreement shall become the property of the COUNTY and shall be delivered by the PROFESSIONAL to the COUNTY within thirty (30) days of completion of the TASK ORDER or within seven (7) calendar days of the COUNTY making a request for said document delivery whichever is applicable. In the event the COUNTY gives the PROFESSIONAL a written Notice of Termination pursuant to Article 16.11 of this Agreement, or upon issuance to the PROFESSIONAL by the COUNTY of a written MODIFICATION or CHANGE ORDER which deletes all or part of the work or services required, the PROFESSIONAL shall deliver to the COUNTY any and all documents listed above with the mutual understanding and commitment by the COUNTY that compensation earned or owing to the PROFESSIONAL for services provided or performed by the PROFESSIONAL pursuant to this Agreement prior to the date of any such termination, will be paid to the PROFESSIONAL within sixty (60) calendar days of the date of issuance of the Notice of Termination.

The PROFESSIONAL, at its expense, may make and retain copies of all documents delivered to the COUNTY for the PROFESSIONAL'S reference and internal use. The PROFESSIONAL shall not use any of these documents and/or data or information contained therein on any other project or for any other client without the prior expressed

written permission of the COUNTY.

16.07 - MAINTENANCE OF RECORDS

The PROFESSIONAL shall keep and maintain its accounting records and supporting documentation related to the services, work, information, expenses, costs, invoices and materials provided and/or performed pursuant to the requirements of this Agreement for a minimum of five (5) years from the date of termination or expiration of this Agreement. The COUNTY and its authorized agents shall, with reasonable prior notice, have the right to audit, inspect and copy all such accounting records and supporting documentation as often as the COUNTY deems reasonably necessary during the effective period of the Agreement and during the five (5) year period after expiration or termination thereof. Any auditing, inspections or copying of the PROFESSIONAL'S accounting records and supporting documentation performed by the COUNTY shall be conducted during normal business hours upon reasonable prior notice to the PROFESSIONAL and shall be at the sole expense of the COUNTY.

16.08 - FEDERAL REGULATIONS

In the event that the work or services required pursuant to this Agreement involve the expenditure of federal funds and/or involve projects or work sponsored by any department or agency of the federal government, the PROFESSIONAL shall be required to comply with any and all federal regulations, rules, and/or statutes which may apply to, govern, or control such work. The COUNTY shall provide notice to the PROFESSIONAL via TASK ORDER(S) of any work or services required, pursuant to this Agreement which involve the expenditure of federal funds or which are sponsored by a federal department or agency.

16.09 - HEADINGS

The headings of the articles, sections, subsections, exhibits, and/or attachments contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit or change the provisions contained in such articles, sections, subsections, exhibits and/or attachments.

16.10 - ENTIRE AGREEMENT

The Agreement, including all referenced exhibits and attachments hereto, constitutes the entire Agreement between the COUNTY and the PROFESSIONAL and shall supersede, replace and nullify any and all prior agreements or understandings, written and oral, relating to the matters set forth herein. Prior agreements or understandings, if any, shall have no force or affect whatsoever on this Agreement.

16.11 - NOTICES

Any notices to be given under this Agreement shall be given by United States Mail, addressed to PROFESSIONAL at its address stated herein, and to the COUNTY at the

following address: Dan Biles, Pasco County Administrator, West Pasco Government Center, Suite 350, 8731 Citizens Drive, New Port Richey, Florida 34654, with a copy to the PROJECT MANAGER at Department of Public Works, Engineering Division, 4454 Grand Boulevard, New Port Richey, FL 34652, and to the PROFESSIONAL at the following address:

Applied Technology and Management Inc.
2201 NW 40th Terrace
Gainesville, FL 32605__ .

16.12 – E-VERIFY PROGRAM/AUDIT COOPERATION / STATE FUNDING

EFFECTIVE JANUARY 1, 2021, A CONTRACTOR OR CONSULTANT ENTERING INTO A CONTRACT WITH A PUBLIC ENTITY (SUCH AS THE COUNTY) IS REQUIRED TO BE REGISTERED WITH THE U.S. DEPT. OF HOMELAND SECURITY'S E-VERIFY SYSTEM AND TO UTILIZE IT TO VERIFY THE WORK AUTHORIZATION STATUS OF ALL NEWLY HIRED EMPLOYEES THROUGHOUT THE TERM OF THE CONTRACT. THE CONTRACTOR OR CONSULTANT SHALL ALSO BE REQUIRED TO OBTAIN & RETAIN AFFIDAVITS FROM ALL SUBCONTRACTORS OR SUBCONSULTANTS UTILIZED DURING THE CONTRACT VERIFYING THAT THEY DO NOT EMPLOY, CONTRACT WITH, OR SUBCONTRACT WITH ANY UNAUTHORIZED ALIENS AS THAT TERM IS DEFINED IN 8 U.S.C.s. 1342a(h)(3). THE FAILURE TO COMPLY WITH THIS REQUIREMENT CONSTITUTES GROUNDS FOR TERMINATION OF THE CONTRACT AND FOR SUCH OTHER PENALTIES AS PROVIDED UNDER SECTION 448.095, FLA. STAT.

IF A PUBLIC EMPLOYER HAS TERMINATED A CONTRACT WITH A CONTRACTOR FOR FAILURE TO COMPLY WITH THE REQUIREMENTS OF THE PARAGRAPH ABOVE, THE CONTRACTOR MAY NOT BE AWARDED A PUBLIC CONTRACT FOR AT LEAST ONE YEAR AFTER THE DATE ON WHICH THE CONTRACT WAS TERMINATED.

THE COUNTY RESERVES THE RIGHT TO REQUEST VERIFICATION OF COMPLIANCE FROM ITS CONSULTANTS AND CONTRACTORS DURING THE TERM OF ITS CONTRACT WITH THE COUNTY AND FOR A PERIOD OF UP TO FIVE (5) YEARS THEREAFTER. SHOULD A COUNTY RETAINED CONSULTANT, CONTRACTOR AND/OR ITS SUBCONSULTANT'S BE FOUND TO BE NON-COMPLIANT WITH E-VERIFY AS PART OF A FEDERAL AUDIT OR OTHER INQUIRY, THE CONSULTANT, CONTRACTOR AND/OR ITS SUBCONSULTANT(S) WILL BE SOLELY RESPONSIBLE FOR THE PAYMENT OF ANY FINES OR COSTS IMPOSED UPON THE COUNTY AS A RESULT OF SUCH NON-COMPLIANCE. COMPLIANCE WITH THIS SECTION IS MANDATORY FOR ALL PROJECTS.

16.13 - WAIVER OF BREACH

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

of this agreement.

16.14 - SEVERABILITY

In the event any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability shall not affect any other provision and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.

16.15 - EXECUTION IN COUNTERPARTS

For the convenience of the parties and to facilitate execution, this Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same document.

16.16 - DOCUMENTS

The documents which comprise this Agreement between the COUNTY and the CONSULTANT consist of the following:

- a.** This Contract.
- b.** Request for Statement of Qualification RSQ-RH-21-026.
- c.** Any written amendments, modifications or Addenda to this Contract.
- d.** Any Task Orders issued pursuant to this Contract and executed by the Board of County Commissioners or the County Administrator or his designee.
- e.** Consultant's Response to the RSQ.

ARTICLE 17 - COMPLIANCE WITH PUBLIC RECORDS ACT

The PROFESSIONAL shall allow public access to documents and materials made or received pursuant to this Agreement by either party in accordance with the requirements of Florida's Public Records Act, Chapter 119, Florida Statutes. To the extent required by Section 119.0701, Florida Statutes, the PROFESSIONAL shall (a) keep and maintain public records required by the COUNTY to perform the services under the Agreement; (b) upon request from the COUNTY'S custodian of public records, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for under Florida's Public Records law; (c) ensure that public records that are exempt or confidential and exempt from the 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 PROFESSIONAL does not transfer the records to the COUNTY; and (d) upon completion of the contract, transfer, at no cost to the COUNTY, all public records in possession of the PROFESSIONAL. Upon transfer, the PROFESSIONAL shall destroy any duplicate public records that are exempt or confidential and exempt from the public records requirements. All records stored electronically must be provided to the COUNTY in a format that is compatible with the information technology systems of the COUNTY. All documentation produced as part of this Agreement will become the property of the COUNTY. This paragraph shall survive the expiration or termination of this Agreement.

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 CYNTHIA CROCE AT (727) 847-8143, EXT 1067 OR AT ccroce@pascocountyfl.net, 4454 GRAND BLVD., NEW PORT RICHEY, FL 34652.

Under Florida law, a PROFESSIONAL who fails to provide the public records to the COUNTY within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes, and such non-compliance will constitute a breach of the Agreement and may serve as grounds for termination of this Agreement.

ARTICLE 18 - ACCEPTANCE

Acceptance of this Agreement shall be indicated by the signature of the named parties in the space provided hereinafter and being attested as indicated.

(The Remainder of This Page Intentionally Left Blank.)

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives effective as of the last day of execution below.



BY: *Nikki Alvarez-Sowles*
NIKKI ALVAREZ-SOWLES, ESQ.,
CLERK & COMPTROLLER

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

BY: *Ronald E. Oakley*
Ronald E. Oakley, CHAIRMAN

Date: APPROVED
IN SESSION 20

AUG 10 2021

PASCO COUNTY
BCC

PROFESSIONAL:

Applied Technology and Management, Inc.

BY: *Atty P*

Its: Vice President

Date: July 19, 2021

WITNESSES:

JANET K. HEARN
Print or Type Name

Lestie C Burges
Print or Type Name

EXHIBIT A

STANDARD HOURLY RATES

Exhibit A - Standard Hourly Rates

Applied Technology and Management, Inc.

<i>Labor Category</i>	<i>Maximum Hourly Rate</i>
Principal Engineer/Scientist	\$252.49
Senior Engineer/Scientist	\$181.54
Project Engineer/Scientist	\$132.18
Staff Engineer/Scientist	\$122.16
Technical Editor	\$108.35
Administrative	\$68.79



Exhibit A
Standard Hourly Rates
Pasco County RSQ-RH-21-026

Labor Category	Standard Rate
Project Officer	\$ 250
Senior Project Manager	\$ 230
Project Manager	\$ 185
Chief Engineer or Scientist	\$ 235
Senior Engineer	\$ 230
Senior Scientist	\$ 160
Project Engineer	\$ 185
Project Scientist	\$ 150
Engineer or Scientist	\$ 130
Engineer Intern (PhD)	\$ 120
Engineer Intern or Associate Scientist	\$ 100
Designer	\$ 120
Senior CADD Designer	\$ 115
CADD Designer	\$ 105
Senior CADD Technician	\$ 90
CADD Technician	\$ 80
Systems Analyst	\$ 170
Senior GIS Analyst or Senior GIS Programmer	\$ 130
GIS Analyst or Programmer	\$ 100
Senior GIS Technician	\$ 80
GIS Technician	\$ 70
Senior Database Administrator	\$ 170
Database Administrator	\$ 140
Environmental Data Analyst	\$ 90
Senior Field Technician Environmental	\$ 100
Field Technician Environmental	\$ 85
Senior Construction Administrator	\$ 160
Construction Administrator	\$ 140
Senior Field Representative Construction	\$ 105
Field Representative Construction	\$ 90
Construction Project Coordinator	\$ 75
Senior Administrative Assistant	\$ 95
Administrative Assistant	\$ 75
Senior Technical Editor	\$ 135



Exhibit A: “Standard Hourly Rates”

Labor Category	Hourly Rates
Principal Scientist	\$252.49
Senior Scientist	\$181.54
Project Scientist	\$132.18
Staff Scientist	\$122.16

EXHIBIT B

DIRECT SALARIES

Exhibit B – Direct Salaries

Applied Technology and Management, Inc.

<i>Labor Category</i>	<i>Direct Salary</i>
Principal Engineer/Scientist	\$81.19
Senior Engineer/Scientist	\$58.37
Project Engineer/Scientist	\$42.50
Staff Engineer/Scientist	\$39.28
Technical Editor	\$34.84
Administrative	\$22.12



Exhibit B
Direct Salaries
Pasco County RSQ-RH-21-026

Labor Category	Direct Salary
Project Officer	\$ 78.13
Senior Project Manager	\$ 70.31
Project Manager	\$ 57.81
Chief Engineer or Scientist	\$ 70.31
Senior Engineer	\$ 76.56
Senior Scientist	\$ 50.00
Project Engineer	\$ 57.81
Project Scientist	\$ 46.88
Engineer or Scientist	\$ 40.63
Engineer Intern (PhD)	\$ 37.50
Engineer Intern or Associate Scientist	\$ 31.25
Designer	\$ 37.50
Senior CADD Designer	\$ 35.94
CADD Designer	\$ 32.81
Senior CADD Technician	\$ 28.13
CADD Technician	\$ 25.00
Systems Analyst	\$ 53.13
Senior GIS Analyst or Senior GIS Programmer	\$ 40.63
GIS Analyst or Programmer	\$ 31.25
Senior GIS Technician	\$ 25.00
GIS Technician	\$ 21.88
Senior Database Administrator	\$ 53.13
Database Administrator	\$ 43.75
Environmental Data Analyst	\$ 28.13
Senior Field Technician Environmental	\$ 31.25
Field Technician Environmental	\$ 26.56
Senior Construction Administrator	\$ 50.00
Construction Administrator	\$ 43.75
Senior Field Representative Construction	\$ 32.81
Field Representative Construction	\$ 28.13
Construction Project Coordinator	\$ 23.44
Senior Administrative Assistant	\$ 29.69
Administrative Assistant	\$ 23.44
Senior Technical Editor	\$ 42.19



Exhibit B: “Direct Salaries”

Labor Category	Direct Salaries
Principal Scientist	\$81.19
Senior Scientist	\$58.37
Project Scientist	\$42.50
Staff Scientist	\$39.28

EXHIBIT C
OVERHEAD RATES

Exhibit C – Overhead Rates

Applied Technology and Management, Inc.

<i>Labor Category</i>	<i>Labor Multiplier</i>
Principal Engineer/Scientist	3.11
Senior Engineer/Scientist	3.11
Project Engineer/Scientist	3.11
Staff Engineer/Scientist	3.11
Technical Editor	3.11
Administrative	3.11





INDEPENDENT AUDITORS' REPORT

To the Board of Directors,
Jones, Edmunds & Associates, Inc.:

Report on the Statement of Direct Labor, Fringe Benefits and General Overhead

We have audited the accompanying statement of direct labor, fringe benefits and general overhead (the "Statement") of Jones, Edmunds & Associates, Inc. (the "Company") for the fiscal year ended December 27, 2020, and the related attachment and notes to the Statement as listed in the table of contents.

Management's Responsibility for the Statement

Jones, Edmunds & Associates, Inc.'s management is responsible for the preparation and fair presentation of the Statement in accordance with accounting practices prescribed or permitted by Part 31 of the Federal Acquisition Regulation ("FAR") and certain other federal and state regulations as described in Note 2 to demonstrate compliance with the Florida Department of Transportation's regulatory basis of accounting. Management is also responsible for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of the Statement that is free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on the Statement based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the Statement is free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the Statement. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the Statement, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the Statement to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the Statement.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

- 1 -

121 Executive Circle
Daytona Beach, FL 32114-1180
Telephone: 386-257-4100

133 East Indiana Avenue
DeLand, FL 32724-4329
Telephone: 386-738-3300

5931 NW 1st Place
Gainesville, FL 32607-2063
Telephone: 352-378-1331

2477 Tim Gamble Place, Suite 200
Tallahassee, FL 32308-4386
Telephone: 850-386-6184

Website: www.jmco.com | Email: info@jmco.com | Member of AGN International with offices in principal cities worldwide

Opinion

In our opinion, the Statement referred to above presents fairly, in all material respects, the direct labor, fringe benefits and general overhead and facilities capital cost of money of Jones, Edmunds & Associates, Inc. for the fiscal year ended December 27, 2020, on the basis of accounting described in Note 2.

Basis of Accounting

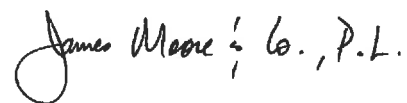
We draw attention to Note 2, which describes the basis of accounting. As described in Note 2, the Statement is prepared by the Company on the basis of accounting prescribed by Part 31 of the FAR and certain other federal and state regulations as described in Note 2 to demonstrate compliance with the Florida Department of Transportation's regulatory basis of accounting, which practices differ from accounting principles generally accepted in the United States of America. The effects on the Statement of the variances between the regulatory basis of accounting and accounting principles generally accepted in the United States of America, although not reasonably determinable, are presumed to be material. Our opinion is not modified with respect to this matter.

Restriction on Use

Our report is intended solely for the information and use of the Company, government agencies or other customers related to contracts employing FAR cost principles and is not intended and should not be used by anyone other than these specified parties.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued a report dated March 26, 2021, on our consideration of Jones, Edmunds & Associates, Inc.'s internal control over financial reporting as it relates to the Statement and on our tests of its compliance with certain provisions of laws, regulations and contracts, including provisions of the applicable sections of FAR Part 31. The purpose of that report is to describe the scope of our testing of internal controls over financial reporting and compliance and the results of the testing, not to provide an opinion on internal controls over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Jones, Edmunds & Associates, Inc.'s internal control over financial reporting and compliance.



Gainesville, Florida
March 26, 2021

JONES, EDMUNDS AND ASSOCIATES, INC.
STATEMENT OF DIRECT LABOR, FRINGE BENEFITS AND GENERAL OVERHEAD
FOR THE FISCAL YEAR ENDED DECEMBER 27, 2020

Description		FAR Section Reference For Unallowable Costs	Total Costs	Unallowable Costs	Allowable Costs	% Direct Labor
Direct Labor	(1)	31.202	\$ 5,610,366	\$ (14,033)	\$ 5,596,333	
Fringe Benefits						
Payroll taxes			\$ 493,319	\$ -	\$ 493,319	
Vacations, sick days and holidays			1,144,034	-	1,144,034	
Employee insurance, workers' compensation and other benefits	(2)	31.205-14	692,542	(1,512)	691,030	
Stock-based compensation	(8)	31.205-6(i)	80,713	(80,713)	-	
401(k) benefit plan			203,634	-	203,634	
Total Fringe Benefits			2,614,242	(82,225)	2,532,017	45.24%
General Overhead						
Indirect labor	(9)	31.205-6(m)(2); 31.205-46(d); 31.205-6(p)(3)	3,622,687	(203,212)	3,419,475	
Bonuses			1,121,350	-	1,121,350	
Bad debts	(10)	31.205-3	100,000	(100,000)	-	
Depreciation and amortization			175,692	-	175,692	
Direct selling expenses	(3)	31.205-1(f); 31.205-8; 31.205-14; 31.205-51	218,953	(62,936)	156,017	
Dues, subscriptions and memberships			112,585	-	112,585	
Information technology costs			631,824	-	631,824	
Insurance	(4)	31.205-19(e)(2)(v); 31.205-6(m)(2); 31.205-46(d)	481,521	(172,014)	309,507	
Postage and shipping			5,765	-	5,765	
Professional fees			282,084	-	282,084	
Property and sales taxes	(5)	31.205-41(b)	57,452	(1,952)	55,500	
Recruiting costs			56,686	-	56,686	
Rent	(7)	31.205-36(b)(3)	1,023,858	(440,047)	583,811	
Repairs and maintenance			413,436	-	413,436	
Reproduction and printing			778	-	778	
Miscellaneous expenses			67,498	-	67,498	
Supplies			105,180	-	105,180	
Telephone			75,192	-	75,192	
Travel	(11)	31.205-51	67,128	(107)	67,021	
Utilities			111,296	-	111,296	
Expense offset			(291,318)	-	(291,318)	
Total General Overhead			8,439,647	(980,268)	7,459,379	133.29%
Total Indirect Costs			\$ 11,053,889	\$ (1,062,493)	\$ 9,991,396	178.53%
Total Direct Costs	(6)	31.205-46; 31.205-51; 31.202	\$ 496,795	\$ (49,445)	\$ 447,350	7.99%
Facilities Capital Cost of Money			\$ 7,978	\$ -	\$ 7,978	0.14%

The accompanying notes to the statement of direct labor,
fringe benefits and general overhead are an integral part of this statement.



Exhibit C: “Overhead Rates”

Overhead Rate 3.11

EXHIBIT "D"

**PROFESSIONAL'S AFFIDAVIT OF PAYMENT OF
DEBTS AND CLAIMS**

NOTE: This statement must be attached to all Applications for Final Payment.

KNOW ALL MEN BY THESE PRESENTS that _____, of
_____, whose business address is _____, on
penalty of perjury, hereby affirms that pursuant to the provisions of Pasco County Miscellaneous
Professional Engineering Services Contract, and as further provided under the following TASK
ORDER:

TASK ORDER No. _____

Project Name _____

All monies owed all subconsultants, subcontractors and material suppliers have been paid in
full, and that no outstanding debts or claims against the above TASK ORDER exist.

ATTEST:

WITNESS

Print or type name

WITNESS

Print or type name

PROFESSIONAL

BY: _____

Print or type name

TITLE

Date: _____

EXHIBIT "D"
Professional's Affidavit of Payment
Of Debts and Claims

STATE OF _____

COUNTY OF _____

On this _____ day of _____, 20____, before me the undersigned authority, personally appeared _____ to me known to be the individual described in, and who executed the forgoing instrument as a Principal or Officer of the Firm of _____ (if applicable) and acknowledged the execution of same, for and on behalf of, and as the act and deed of said Firm, for the uses and purposes therein expressed.

WITNESS my hand and official seal the date aforesaid.

(Signature of Notary Public – State of Florida)

(Print, type or stamp Commissioned Name)

Personally known _____
Or produced identification _____

Type of identification produced _____

(NOTARY SEAL)

CONSENT ITEMS 2.3

Approval of Piggyback Agreement 41-22-03 with Zephyr Lakes CDD for Dairy Road Paving Services with B.R.W. Contracting

Issue:

Consider approval for the continuation of Dairy Road from Pretty Pond Road North to Kossik Road.

Background:

The Public Works Department requests the City Council's consideration to piggyback Agreement 41-22-03 with Zephyr Lakes CDD for Paving Services with B.R.W. Contracting, Inc.

The total price submitted by B.R.W. Contracting, Inc. is \$777,507.50, this does not include a contingency, with the volatile construction market, staff recommends a 10% contingency \$77,750.50 to be funded from FY21-22 Transportation Impact Fee TIF Contingency, the total contract amount including contingency will be \$855,258.25

Hamilton Engineering & Surveying LLC 3409 W. Lemon Street Tampa, Florida 33609 is the engineer of record for design and will also provide construction administration services for a total not to exceed cost of \$43,000.00

A portion of the project (connection to Zephyr Commons Shopping Center) will be privately funded by the Zephyr Commons developer – North American Development Group, total cost will be \$123,700. The developer will contract directly with B.R.W. Contracting, Inc. (both parties have agreed upon pricing and terms).

Attachment(s):

1. 17261004v1 - Agreement to Piggyback--Dairy Road -- BRW
2. Zephyr Lakes DD ltr to the City of Zephyrhills 11-30-21
3. BRW_13DFLSZL-061
4. BRW Contracting Site Work Proposal for City of Zephyrhills - Dairy Rd. Ph. 2 - 2-23-22

Fiscal Impact:

Budget line item:	\$800,000 Dairy Road to Kossik Road
	\$98,258.25 TIF Contingency Fund

Staff Recommendation:

The Public Works Director and City Manager respectfully request the City Council's consideration to approve this piggyback bid and agreement as presented.

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

WHEREAS, **B.R.W. Contracting, Inc.**, whose business address is 2522 Hunt Rd., Land O' Lakes, FL 34638 ("Contractor") entered into an agreement dated August 21, 2020, with **Zephyr Lakes Community Development District**, procured pursuant to F.S. §287.057, for professional engineering environmental services (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 desires to "piggyback" onto the referenced Agreement between the Contractor and Zephyr Lakes Community Development District 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 Professional affirms and ratifies the terms and conditions of the above referenced Agreement and agrees to perform the services set forth therein for the City in accordance with the terms of said Agreement until the work is completed.
2. The City agrees to utilize the 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. This piggyback shall be based on the arrangements made in the District Contractor Agreement.
4. The parties agree that venue for any litigation arising from this piggyback agreement shall be in Dade City, Pasco County, Florida.
5. The parties agree that the City shall have forty-five (45) days from the date of invoice to provided payment pursuant to Florida Statute section 218.74.
6. **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.**
7. 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.

8. 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.
9. Builders' Risk — If this Contract includes: (1) construction of a new above-ground structure or structures, or (2) any addition(s), improvement(s), alteration(s), or repair(s), to an existing above-ground structure or structures, or (3) the installation of machinery or equipment into an existing structure or structures, the Contractor shall provide, in a policy acceptable to the City, "all risk" (i.e. Special Form) property insurance on any such construction, additions, machinery or equipment. The amount of the insurance shall be no less than the estimated replacement value at the time of the City's final acceptance of such new structures, addition(s), improvement(s), alteration(s), repair(s), machinery or equipment. The coverage shall not be subject to any restriction with respect to occupancy or use by the City and, subject to thirty (30) days' prior written notice to the City shall remain in full effect until final acceptance by the City. In addition, the City, the Professional, and the Contractor's subcontractors of any tier, shall be additional insureds on this policy. The insurance shall include a deductible no greater than one percent (1%)

of the Contract amount, or \$25,000, whichever is smaller, for which the Contractor shall be responsible. The risk of loss whether insured or not shall remain with the Contractor until final acceptance. Upon request, Contractor shall furnish to the City complete copies of the insurance policy.

B.R.W. Contracting, Inc.

City of Zephyrhills

Signature Date

W. Alan Knight Date
Council President

Print Name

Title

WITNESS

ATTEST

Signature Date

Lori Hillman Date
City Clerk

Matthew E. Maggard Date
City Attorney

STRALEY ROBIN VERICKER

Attorneys At Law

1510 W. Cleveland St.
Tampa, Florida 33606
Tel: (813) 223-9400

Writer's Direct Dial: (813) 544-1344
Writer's E-mail: dcollier@srvlegal.com
Website: www.srvlegal.com

November 30, 2021

Mr. William Poe
City Manager
City of Zephyrhills
5335 8th Street
Zephyrhills, FL 33542

RE: Zephyr Lakes Community Development District
District Contractor Agreement with BRW Contracting

Dear Mr. Poe,

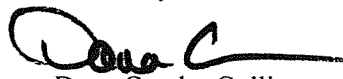
Our firm serves as legal counsel to the Zephyr Lakes Community Development District ("District"), a local unit of special-purpose government organized and established under Chapter 190, Florida Statutes.

In August 2020, the District entered into a contract with BRW Contracting ("Contractor") for subdivision infrastructure, including but not limited to, clearing, paving, storm drainage, sanitary sewer collection system, and water distribution system ("Work"). In accordance with the District's Rules of Procedure, adopted on April 7, 2015, and the relevant provisions of Florida Statutes, a competitive process was used by the District when selecting the Contractor to perform the Work.

In the interest of efficiency and effectiveness, the City of Zephyrhills ("City") now seeks to cooperatively purchase from the Contractor product and services based on the terms and conditions contained in the original District contract with Contractor. Please be advised that the District has no objection to the City cooperatively utilizing the terms and conditions contained in the District's original contract for the City's work, provided that the Contractor agrees to extend the terms and conditions of the District contract to the City. Furthermore, the District will have no obligation regarding the bidding and construction of the city's proposed roadway improvements if the Contractor and City agree to proceed to contract.

Please let us know if we can be of further assistance.

Sincerely,



Dana Crosby Collier

13DFLSZL-061

DISTRICT CONTRACTOR AGREEMENT

This District Contractor Agreement (sometimes referred to as the "Agreement") is made, effective as of _____ (the "Effective Date") between the Zephyr Lakes Community Development District (the "District") and BRW Contracting. (the "Contractor"):

Project: Zephyr Lakes Ph 1B, 1C, 2C, & 4D Site Development

Developer: DUNE FL Land I Sub, LLC

District Engineer: Hamilton Engineering

ARTICLE 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, Bid Documents, Exhibits, other documents listed in this Agreement, and Modifications (including, but not limited to, Change Orders and Construction Change Directives) 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. 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 appears in Article 7.

ARTICLE 2

THE WORK

The Contractor shall perform all the Work required by the Contract Documents for the construction of the Project, more particularly described in the Drawings and Specifications, and in such subsequent Drawings and Specifications, in accordance with the Contract Documents.

ARTICLE 3

TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

The Work to be performed under this Contract shall be deemed commenced as of the Effective Date hereof which is sometimes referred to herein as the "Date of Commencement". Notwithstanding the General Conditions of the Contract for Construction, it is understood and agreed that the Contractor shall pay liquidated damages, in the amount of \$1,000.00 per day, for each day that the time consumed in substantially completing the Work extends beyond ~~December 21, 2020~~ or 120 days from the contract date. (The time required for substantially completing the Work shall be referred to herein as the "Contract Time".) The time allowed for the Contractor

January 21,
2020



to achieve Substantial Completion shall be subject to adjustment as provided elsewhere in the Contract Documents.

ARTICLE 4

CONTRACT SUM

The District shall pay the Contractor in current funds for the performance of the Work, as provided in the Contract Documents, a lump sum price of \$2,542,580.52 (the "Contract Sum").

ARTICLE 5

PROGRESS PAYMENTS

Based upon Applications for Payment submitted to the Engineer by the Contractor and Certificates for Payment issued by the Engineer, the District shall make progress payments on account of the Contract Sum to the Contractor as provided in the Contract Documents for the period ending the 25th day of the month. The District shall, not later than 35 days following the receipt of proper Applications and Certificates for Payment, pay the Contractor the portion of the Contract Sum properly allocable to labor, materials and equipment incorporated in the Work for the period covered by the Application for Payment, less retainage of 10%, and less the aggregate of previous payments made by the District.

ARTICLE 6

FINAL PAYMENT

Final payment, constituting the entire unpaid balance of each phase of work, shall be paid by the District to the Contractor within 35 days of when the Work has been completed, the Contract fully performed, and a final Certificate for Payment for each phase of work has been issued by the Engineer. The amount of the final payment shall be the Contract Sum, plus any approved change orders, less all progress payments previously paid pursuant to this Agreement.

ARTICLE 7

MISCELLANEOUS PROVISIONS

7.1 Terms used in this Agreement which are defined in the Conditions of the Contract shall have the meanings designated in those Conditions.

7.2 The Contract Documents, which constitute the entire agreement between the District and the Contractor, are listed in Article 1 and, except for Modifications issued after the execution of this Agreement, are enumerated as follows:

1. This Agreement between the District and the Contractor, including exhibits, herein sometimes referred to as the Agreement or the District Contractor Agreement.



2. Exhibit A: General Conditions of the Contract for Construction herein sometimes referred to as the General Conditions or the Conditions of the Contract.

3. Exhibit B: Drawings and Specifications, including Drawings and Specifications subsequently approved by the District and Developer in accordance with the Contract Documents, provided the obligations of the parties regarding such subsequently approved Drawings and Specifications shall be subject to the provision of Article 12, Changes in the Work, of the General Conditions.

4. Exhibit C: Schedule of Values

5. Exhibit D: Schedule

6. Exhibit E: Legal Description

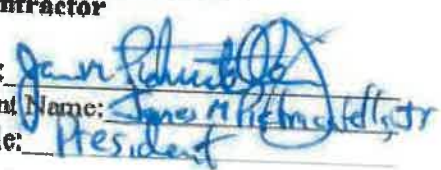
7. Exhibit F: Statement containing List of all Subcontractors and Suppliers; Contracts; Sworn Statement of Account; and Payment Affidavit

8. Exhibit G: Special Conditions

7.3 Notwithstanding paragraphs 6.2.5 and 11.1.1 of the General Conditions, the District acknowledges and agrees that the insurance coverages set forth in the Contractor's Certificate of Liability Insurance attached hereto are sufficient and the limits of the Contractor's indemnity and the Contractor's required insurance are hereby amended to conform with such Certificate.

This Agreement entered into effective as of the day and year first written above.

BRW Contracting, Inc
Contractor

By: 

Print Name: James R. Schmidt

Title: President

Zephyr Lakes Community Development
District

DocuSigned by:

8/21/2020

By: Mike Lawson

Name: Mike Lawson

Title: Chairman

EXHIBIT A

GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION

TABLE OF CONTENTS

1. CONTRACT DOCUMENTS
2. DEVELOPER AND ENGINEER
3. DISTRICT
4. CONTRACTOR
5. SUBCONTRACTORS
6. WORK BY DISTRICT OR BY SEPARATE CONTRACTORS
7. MISCELLANEOUS PROVISIONS
8. TIME
9. PAYMENTS AND COMPLETION
10. PROTECTION OF PERSONS AND PROPERTY
11. INSURANCE
12. CHANGES IN THE WORK
13. UNCOVERING AND CORRECTION OF WORK
14. TERMINATION OF THE CONTRACT
15. MISCELLANEOUS



ARTICLE 1 – Contract Documents

- 1.1 Definitions
- 1.2 Execution, Correlation and Intent
- 1.3 Ownership and Use of Documents

ARTICLE 2 – Developer and Engineer

- 2.1 Definition
- 2.2 Administration of the Contract

ARTICLE 3 – District

- 3.1 Definition
- 3.2 Information and Services Required of the District
- 3.3 District's Right to Stop the Work
- 3.4 District's Right to Carry Out the Work

ARTICLE 4 – Contractor

- 4.1 Definition
- 4.2 Review of Contract Documents
- 4.3 Supervision and Construction Procedures
- 4.4 Labor and Material
- 4.5 Warranty
- 4.6 Taxes
- 4.7 Permit, Fees and Notices
- 4.8 Allowances
- 4.9 Superintendent
- 4.10 Progress Schedule
- 4.11 Public Records, Documents, and Samples at the Site
- 4.12 Shop Drawings, Product Data, Samples, O&M's
- 4.13 Use of Site
- 4.14 Cutting and Patching of Work
- 4.15 Cleaning Up
- 4.16 Communications
- 4.17 Royalties and Patents
- 4.18 Indemnification
- 4.19 Sanitary, Water, and Electrical Provisions
- 4.20 Explosives
- 4.21 Sodding

ARTICLE 5 – Subcontractors

- 5.1 Definition
- 5.2 Award of Subcontractors and Other Contracts for Portions of the Work
- 5.3 Subcontractual Relations

ARTICLE 6 – Work by District or by Separate Contractors

- 6.1 District's Right to Perform Work and to Award Separate Contracts
- 6.2 Mutual Responsibility
- 6.3 District's Right to Clean Up

ARTICLE 7 – Miscellaneous Provisions

- 7.1 Governing Law
- 7.2 Successors and Assigns
- 7.3 Written Notice
- 7.4 Claims for Damages
- 7.5 Performance Bond and Labor and Material Payment Bond
- 7.6 Rights and Remedies



- 7.7 Tests
- 7.8 Duty to Continue Work
- 7.9 District's Right to Utilize and Occupy
- 7.10 District's Exemption of Material Sales Tax
- 7.11 Arbitration

ARTICLE 8 – Time

- 8.1 Definitions
- 8.2 Progress and Completion
- 8.3 Delays and Extensions of Time

ARTICLE 9 – Payments and Completion

- 9.1 Contract Sum
- 9.2 Schedule of Values
- 9.3 Application for Payment
- 9.4 Certificates for Payment
- 9.5 Progress Payments
- 9.6 Payments Withheld
- 9.7 Failure of Payment
- 9.8 Substantial Completion
- 9.9 Final Completion and Final Payment

ARTICLE 10 – Protection of Persons and Property

- 10.1 Safety Precautions and Programs
- 10.2 Safety of Person and Property
- 10.3 Emergencies
- 10.4 Drug and Alcohol Policy

ARTICLE 11 – Insurance

- 11.1 Contractor's Liability Insurance
- 11.2 District's Liability Insurance
- 11.3 Property Insurance
- 11.4 Loss of Use of Insurance

ARTICLE 12 – Changes in the Work

- 12.1 Change Orders
- 12.2 Concealed Conditions
- 12.3 Claims for Additional Cost
- 12.4 Minor Change in the Work

ARTICLE 13 – Uncovering and Correction of Work

- 13.1 Uncovering of Work
- 13.2 Correction of Work
- 13.3 Acceptance of Defective or Non-Conforming Work

ARTICLE 14 – Termination of the Contract

- 14.1 Termination by the Contractor
- 14.2 Termination by District

ARTICLE 15 – Miscellaneous



ARTICLE 1

CONTRACT DOCUMENTS

1.1 DEFINITIONS

1.1.1 **THE CONTRACT DOCUMENTS.** The Contract Documents consist of the District Contractor Agreement, the Conditions of the Contract (General, Supplementary and other Conditions), the Drawings, the Specifications, Schedule of Estimated Quantities and Unit Prices, and all Addenda issued prior to and all 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 written interpretation issued by the Engineer pursuant to Sub-paragraph 2.2.8, (4) a written order pursuant to Sub-paragraph 12.1.4, or (5) a written order for a minor change in the Work issued by the Engineer pursuant to Paragraph 12.4. The Contract Documents do include Bidding Documents such as the Advertisement to Bid, the Instructions to Bidders, the Contractor's Proposal or portions of Addenda relating to any of these, or any other documents.

1.1.2 **THE CONTRACT.** The Contract Documents form the Contract. The Contract represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification as defined in Subparagraph 1.1.1. The Contract Documents shall not be construed to create any contractual relationship of any kind between the Engineer, Developer, and the Contractor, but the Engineer shall be entitled to performance of obligations intended for its benefit, and to enforcement thereof. Nothing contained in the Contract Documents shall create any contractual relationship between the District or the Engineer and a Subcontractor or Sub-subcontractor.

1.1.3 **THE WORK.** The Work comprises the completed construction required by the Contract Documents and includes all labor necessary to produce such construction, and all materials and equipment incorporated or to be incorporated in such construction.

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 part.

1.1.5 **THE PERMIT.** The Permit is that permit or permits, issued by the governmental entity or entities having jurisdiction over the site or the Work, which authorizes the commencement of construction of the Work in accordance with the Drawings and Specifications.

1.1.6 **PROVIDED.** The term "provided" as used in the Contract shall mean the furnishing of labor, supervision, tools, materials, supplies, equipment, shop drawings, catalogs,



brochures, together with any other services and/or accessory items necessary to perform the Work and produce an item, system or component of the Project.

1.2 EXECUTION, CORRELATION AND INTENT

1.2.1 The Contract Documents shall be signed by the District and Contractor. If either the District or the Contractor or both do not sign the Conditions of the Contract, Drawings, Specifications, or any of the other Contract Documents, the Engineer shall identify such documents.

1.2.2 By executing the Contract, the Contractor represents that he has visited the site, reviewed conditions of all relevant approvals and permits, familiarized himself with the local conditions under which the Work is to be performed, and correlated his observations with the requirements of the Contract Documents. Execution of the Contract will be construed as evidence that such an examination has been made. Later claims for labor, equipment or materials required for difficulties encountered, which could have been foreseen had such examination been made, will not be allowed.

1.2.3 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work. The Contract Documents are complementary, and what is required by anyone shall be as binding as if required by all. Work not covered in the Contract Documents will not be required unless it is consistent therewith and is reasonably inferable therefrom as being necessary to produce the intended results. Words and abbreviations which have well-known technical or trade meanings are used in the Contract Documents in accordance with such recognized meanings.

1.2.4 The organization of the Specifications into divisions sections and articles, and the arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent or Work to be performed by any trade.

1.2.5 In the event of a conflict between the various Contract Documents, Contract Documents shall be given relative precedence as follows:

- .1 The Agreement shall take precedence over all other Contract Documents.
- .2 Drawings and Specifications shall take precedence over all other Contract Documents except for the Agreement.
- .3 The General Conditions and Supplementary Conditions thereto shall take precedence over all other Contract Documents except for the Agreement and the Drawings and Specifications.



1.3 OWNERSHIP AND USE OF DOCUMENTS

1.3.1 All Drawings, Specifications, and copies thereof furnished by the Contractor or the Engineer are and shall remain the property of the District. Further, the Engineer shall, upon final completion, provide the District with a digital copy of "as-built" Drawings and Specifications accurately reflecting changes occurring during construction prepared to a detail reasonably required by the District.

ARTICLE 2

DEVELOPER AND ENGINEER

2.1 DEFINITION

2.1.1 The Developer is the lawful land owner who, along with the District and the District's authorized representatives, manage the Work as authorized by the District, and is identified as such in the District Contractor Agreement, and is referred to throughout the Contract Documents as if singular in number and masculine in gender. The term Developer means the Developer or his authorized representative.

2.1.2 The Engineer is the lawfully licensed professional engineer, or an entity lawfully practicing engineering, identified as such in the District Contractor Agreement, and is referred to throughout the Contract Documents as if singular in number and masculine in gender. The term Engineer means the Engineer or his authorized representative.

2.2 ADMINISTRATION OF THE CONTRACT

2.2.1 The Engineer, in conjunction with the Developer, will provide administration of the Contract as hereinafter described.

2.2.2 The Engineer is an authorized representative of the District during construction and until payment is due. The Engineer will advise and consult with the District. The District's instructions to the Contractor shall be forwarded through the Engineer. Nevertheless, the Engineer will have authority to act on behalf of the District only to the extent provided in the Contract Documents, unless otherwise modified by written instrument in accordance with subparagraph 2.2.18.

2.2.3 The Engineer will visit the site at intervals appropriate to the stage of construction to familiarize himself generally with the progress and quality of the Work and to determine in general if the Work is proceeding in accordance with the Contract Documents. However, the Engineer will not be required to make exhaustive or continuous on-site inspections to check the



quality or quantity of Work. On the basis of his on-site observations as an Engineer, he will keep the District informed of the progress of the Work, and will exercise all reasonable care in discharging his professional responsibilities under the Contract Documents to guard the District against defects and deficiencies in the Work of the Contractor.

2.2.4 The Engineer will not be responsible for and will not have control or be in charge of construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, and he will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents. The Engineer will not be responsible for, have control, or charge over the acts or omissions of the Contractor, Subcontractors, any of their agents or employees, or any other persons performing any of the Work.

2.2.5 The Engineer, Developer and District shall at all times have access to the Work wherever it is in preparation and progress. The Contractor shall provide facilities for such access so the Engineer may perform his functions under the Contractor Documents.

2.2.6 Based on the Engineer's, Developer's and District's observations and an evaluation of the Contractor's Application for Payment, the Engineer will determine the amounts owing to the Contractor and will issue Certificates for Payment in such amounts, as provided in Paragraph 9.4.

2.2.7 The Engineer shall be, in the first instance, the interpreter of the requirements of the Contract Documents, however, except to the extent provided for elsewhere in this Agreement, the Engineer will not be the final judge of the performance thereunder by either the District and the Contractor. In the event of a dispute between the District and the Contractor relating to the interpretation of the Contract Documents, the Engineer shall review the respective claims of the District and the Contractor, and it shall first advise the District of its interpretation of such claim or claims. After discussion with the District, the Engineer shall have the right to notify the Contractor of such interpretation. These provisions shall not preclude the District's and Contractor's right to agree on an interpretation different from that of the Engineer.

2.2.8 The Engineer will render interpretations of the Contract Documents necessary for the proper execution or progress of the Work, with reasonable promptness and in accordance with any time limit agreed upon. Either party to the Contract may make written request to the Engineer for such interpretations.

2.2.9 Claims, disputes and other matters in question between the Contractor and the District relating to the execution or progress of the Work or the interpretation of the Contract Documents shall be referred initially to the Engineer for decision which he will render in writing within a reasonable time.

2.2.10 All interpretations and decisions of the Engineer shall be consistent with the intent of and reasonably inferable from the Contract Documents and will be in writing or in the form of



drawings. In his capacity as interpreter and initial judge, he will endeavor to secure faithful performance by both the District and the Contractor, will not show partiality to either, and will not be liable for the result of any interpretation or decision rendered in good faith in such capacity.

2.2.11 The District's decisions in matters relating to artistic effect will be final if consistent with the intent of the Contract Documents.

2.2.12 Any claim, dispute or other matter in questions between the Contractor and the District referred to the Engineer, except those relating to artistic effect as provided in Subparagraph 2.2.11 and except those which have been waived by the making or acceptance of final payment as provided in Subparagraphs 9.9.4 and 9.9.5, shall be subject to redress in the appropriate court of law. However, neither party shall file the initial pleading seeking such redress of any such claim, dispute or other matter until the earlier of (1) the day on which the Engineer has rendered a written decision, or (2) the tenth day after the parties have presented their evidence to the Engineer or have been given a reasonable opportunity to do so, if the Engineer has not rendered his written decision by the date. When such a written decision of the Engineer states (1) that the decision is final but subject to appeal, and (2) that filing of the initial pleading seeking such redress of claim, dispute or other matter covered by such decision must be filed with the appropriate court within thirty (30) days after the date on which the party making the demand receives the written decision, failure to file such pleading within said thirty (30) day period will result in the Engineer's decision becoming final and binding upon the District and the Contractor.

2.2.13 The Engineer will have authority to reject all Work which does not conform to the Contract Documents. Whenever, in his opinion, he considers it necessary or advisable for the implementation of the intent of the Contract Documents, he will have authority to require special inspection or testing of the Work in accordance with Subparagraph 7.7.2 whether or not such Work be then fabricated, installed or completed. However, neither the Engineer's authority to act under this Subparagraph 2.2.13, nor any decision made by him in good faith either to exercise or not to exercise such authority, shall give raise to any duty or responsibility of the Engineer to the Contractor, any Subcontractor, any of their agents or employees, or any other person performing any of the Work. Provided, prior written approval shall be obtained from the District for all acts by Engineer under this Subparagraph.

2.2.14 The Engineer will review and approve or take other appropriate action upon Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for conformance with the design concept of the Work and with the information given in the Contract Documents. Such action shall be taken with reasonable promptness so as to cause no delay. The Engineer's approval of a specific item shall not indicate approval of an assembly of which the item is a component.



2.2.15 The Engineer and/or Developer will prepare Change Orders in accordance with Article 12, and will have authority to order minor changes in the Work as provided in Subparagraph 12.4.1.

2.2.16 The Engineer will conduct inspections to determine the dates of Substantial Completion and final completion, will receive and forward to the District for the District's review written warranties and related documents required by the Contract and assembled by the Contractor, and will issue a final Certificate for Payment upon compliance with the requirements of Paragraph 9.9.

2.2.17 If the District, Developer and Engineer agree, the Engineer will provide one or more Project Representatives to assist the Engineer in carrying out his responsibilities at the site. The duties, responsibilities and limitations of authority of any such project representative shall be as set forth in an exhibit to be incorporated into the Contract Documents.

2.2.18 The duties, responsibilities and limitations of authority of the Engineer as the District's representative during construction as set forth in the Contract Documents will not be modified or extended without written consent of the District, the Developer, the Contractor and the Engineer.

2.2.19 In case of the termination of the employment of the Engineer, the District shall appoint an engineer whose status under the Contract Documents shall be that of the former Engineer.

ARTICLE 3

DISTRICT

3.1 DEFINITION

3.1.1 The District is the entity identified as such in the District Contractor Agreement and is referred to throughout the Contract Documents as if singular in number and masculine in gender. The term District means the District or its authorized representative.

3.2 INFORMATION AND SERVICES REQUIRED OF THE DISTRICT

3.2.1 The Engineer or Developer shall furnish plans for the Project and a legal description of the site. The Developer's surveyor shall establish reference points for use by the Contractor to construct the project. The Contractor will protect and preserve such staking at its expense and will make no changes or relocations without the prior written approval of the District. The Contractor will report to the District whenever any staked reference point is lost or destroyed or requires relocation because of necessary changes in grades or locations. The Contractor will, at its expense, replace and accurately relocate all staked points so lost, destroyed



or moved, including those lost, destroyed or moved by vandalism or other actions by third parties.

3.2.2 Except as provided in Subparagraph 4.7.1, the District shall not secure or pay for necessary approvals, easements, assessments and charges required for the construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

3.2.3 Information or services under the District's control shall be furnished by the District with reasonable promptness to avoid delay in the orderly progress of the Work. Where such information or service is required from the District, and such information of service affects the progress of the Work, the Contractor shall coordinate the furnishing thereof with the District and shall include such items in the Contractor's progress schedule.

3.2.4 Unless otherwise provided in the Contract Documents, the Contractor will be furnished, free of charge, a digital copy, and if requested two paper copies, of Drawings and Specifications for the execution of the Work.

3.2.5 The foregoing are in addition to other duties and responsibilities of the District enumerated herein and especially those in respect to Work by District or by separate contractors, payments and completion, and insurance in Articles 6, 9 and 11 respectively.

3.3 DISTRICT, DEVELOPER OR ENGINEER'S RIGHT TO STOP THE WORK

3.3.1 If the Contractor fails to correct defective Work as required by Paragraph 13.2 or persistently fails to carry out the Work in accordance with the Contract Documents, the District, Developer, or Engineer by a written order signed personally or by an agent specifically so empowered by the District, Developer, or Engineer in writing, may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of the District, Developer, or Engineer to stop the Work shall not give rise to any duty on the part of the District, Developer, or Engineer to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Subparagraph 6.1.3.

3.4 DISTRICT'S RIGHT TO CARRY OUT THE WORK

3.4.1 If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within seven days after receipt of written notice from the District, Developer, or Engineer to commence and continue correction of such default or neglect with diligence and promptness, the District may, after seven days following receipt by the Contractor of an additional written notice and without prejudice to any other remedy he may have, make good such deficiencies. In such case an appropriate Change Order shall be issued deducting from the payments then or thereafter due to the Contractor the cost of correcting such deficiencies, including compensation for the Engineer's additional services made necessary by such default, neglect, or failure. If the payments then or thereafter due to the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the District.



ARTICLE 4

CONTRACTOR

4.1 DEFINITION

4.1.1 The Contractor is the person or entity identified as such in the District Contractor Agreement and is referred to throughout the Contract Documents as if singular in number and masculine in gender. The term Contractor means the Contractor or his authorized representative.

4.2 REVIEW OF CONTRACT DOCUMENTS

4.2.1 The Contractor shall carefully study and compare the Contract Documents and shall at once report to the Engineer any error, inconsistency or omission he may discover. The Contractor shall perform no portion of the Work at any time without Contract Documents or, where required, approved Shop Drawings, Product Data or Samples for such portion of the Work. The Contractor shall at once report to the District anything contained within the Contract Documents that is contrary to local codes, laws, statutes, regulations, and zoning requirements.

4.3 SUPERVISION AND CONSTRUCTION PROCEDURES

4.3.1 The Contractor shall supervise and direct the Work, using his best skill and attention. He shall be solely responsible for all construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work under the Contract.

4.3.2 The Contractor shall be responsible to the District for the acts and omissions of his employees, Subcontractors and their agents and employees, and other persons performing any of the Work under a contract with the Contractor.

4.3.3 The Contractor shall not be relieved from his obligations to perform the Work in accordance with the Contract Documents either by the activities or duties of the Engineer in his administration of the Contract, or by inspections, tests or approvals required or performed under Paragraph 7.7 by persons other than the Contractor.

4.4 LABOR AND MATERIAL

4.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.



4.4.2 The Contractor shall at all times enforce strict discipline and good order among his employees and shall not employ on the Work any unfit person or anyone not skilled in the task assigned to him.

4.4.3 Unless otherwise expressly provided in the Contract, reference to any equipment, material, article or process, by trade name, make or catalog number, shall mean that Contractor shall furnish such materials and items exactly as provided for. The Contractor shall itemize any proposed substitutions together with any proposed change in the Contract Sum which would result from the acceptance by the District of the proposed substitution. The Contractor shall furnish to the Engineer for its prior written approval the name of the manufacturer, the model number and other identifying data and information in respect to the performance, capacity, nature and rating of the substitution or other equipment which the Contractor contemplates incorporating in the Work. When so directed by Engineer, samples shall be submitted for approval at the Contractor's expense, with all shipping and charges prepaid. Substitutions installed or used without required prior written approval may be rejected, at the sole option of the Engineer, Developer, or District.

4.4.4 Any material, equipment, or machinery, considered by the Engineer to have a salvageable value, which was a part of the structure, site, or right-of-way, prior to commencement of work under this Contract, shall remain the property of the District. The Contractor shall remove such items and suitably store them at the site, subject to final disposition by the District. Salvaged materials may not be reused in the Work except upon written approval by the District. All salvaged materials not reused shall be removed from the site of the Work, or otherwise disposed of by the Contractor in a manner satisfactory to the District.

4.5 WARRANTY

4.5.1 The Contractor warrants to the District and the Engineer that all materials and equipment furnished under the Contract will be new unless otherwise specified, and that all Work will be of good quality, free from faults and defects and in conformance with the Contract Documents. All Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by the District or Engineer, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. This warranty is not limited by the provisions of Paragraph 13.2. Further, this warranty shall not be restricted by the limitations of any equipment warranty issued by manufacturer. Provided still further, refusal of a subcontractor or equipment manufacturer responsible for the defective work to correct such Work shall not excuse the Contractor from performing under this warranty.

4.5.2 All warranties and guarantees shall extend for two (2) full years from the date of final acceptance of the Work unless warranties or guarantees having a longer period of time are stated in the Drawings, Specifications, elsewhere in the Contract Documents including, but not limited to Section 7.5.1, or are otherwise provided by manufacturers or other persons supplying materials, equipment, appliances or labor for the Work. Provided further, in addition to all



warranties set forth elsewhere in the Contract Documents, the Contractor shall also be deemed to have granted the District an implied warranty of fitness and merchantability for the purposes or uses intended for all Work performed for the period indicated above. All warranties shall be freely assignable by the District to subsequent owners or users of the Project.

4.5.3 The Contractor agrees to execute an assignment of all warranties and guarantees to the District on all materials and equipment whether or not installed after Substantial Completion of the Work.

4.5.4 Any breakdowns, defects, malfunctions or other occurrence which the Contractor has warranted or guaranteed against, shall be corrected as soon as is reasonably possible with corrective work commencing within five (5) days of demand by the District. Provided, if the Contractor cannot commence such work within five (5) days due to a circumstance not caused by his actions or omissions to act and where such circumstance is beyond his control, such corrective Work shall commence at the time such circumstance ceases to exist. Provided further, if the District in its reasonable discretion classifies such breakdown, defect, malfunction or other occurrence as one creating an emergency condition, corrective Work shall commence within twenty-four (24) hours of demand by the District and shall continue on a twenty-four (24) hour per day, seven (7) day per week basis, and the Contractor shall utilize all necessary labor, materials and equipment to complete such Work as soon as possible. Provided for the purposes of this Paragraph 4.5, "Warranty", an emergency condition shall be a condition which has any one of the following effects:

- .1 Can be reasonably expected to cause additional significant damage to the property of the District or third parties.
- .2 Can be reasonably expected to significantly interfere with the District's or a third party's use of the project.

4.5.5 In the event the Contractor fails to meet its warranty obligations, the District, at its opinion, shall have the right upon ten (10) days' prior written notice to the Contractor, to correct the defective work through its own forces or by retaining other contractors. In such event, the Contractor shall reimburse the District for all costs it incurs in obtaining the correction of the defective work.

4.6 TAXES

4.6.1 The Contractor shall pay all sales, consumer, use and other similar taxes for the Work or portions thereof and the District shall not be liable therefor.



4.7 PERMITS, FEES AND NOTICES

4.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and comply with the Permit and all other permits and governmental licenses and inspections necessary for the proper execution and completion of the Work and which are legally required at the time the bids are received. District shall pay applicable transportation impact fees and sewer and water connection fees, if any, and the costs of obtaining the Permit. The Contractor shall comply with the terms and conditions of all permits and governmental licenses, and shall be solely responsible for paying all fees, fines, and restoration expenses imposed as a result of a failure to comply with the terms and conditions of such permits and governmental licenses.

4.7.2 The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the Work. Without limiting the generality of the foregoing, the Contractor shall perform the Work in accordance with applicable county, VA/FHA requirements, specifications and regulations, Department of Transportation specifications, latest edition, and all other governmental agencies having jurisdiction.

4.7.3 It is the responsibility of the Engineer to make certain that the Contract Documents are in accordance with applicable laws, statutes, building codes and regulations. Nevertheless, if the Contractor observes that any of the Contract Documents are at variance therewith in any respect, he shall promptly notify the District in writing. In any event the Contractor shall in the performance of the Work comply with all applicable laws, regulations and permit conditions.

4.7.4 If the Contractor performs any Work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the Engineer, he shall assume full responsibility therefor and shall bear all costs attributable thereto.

4.8 ALLOWANCES

4.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by these allowances shall be supplied for such amounts and by such persons as the District may direct, but the Contractor will not be required to employ persons against whom he makes a reasonable objection.

4.8.2 Unless otherwise provided in the Contract Documents:

- .1 These allowances shall cover the cost to the Contractor, less any applicable trade discount, of the materials and equipment required by the allowance delivered at the site, and all applicable taxes.
- .2 The Contractor's costs for unloading and handling on the site, labor, installation costs, overhead, profit and other expenses contemplated for the



original allowance shall be included in the Contract Sum and not in the allowance.

- .3 Whenever the cost is more than or less than the allowance, the Contract Sum shall be adjusted accordingly by Change Order, the amount of which will recognize changes, if any, in handling costs on the site, labor, installation costs, overhead, profit and other expenses.

4.9 SUPERINTENDENT

4.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during the progress of the Work. The superintendent shall represent the Contractor and all communications given to the superintendent shall be as binding as if given to the Contractor. Important communications shall be so confirmed on written request in each case.

4.10 PROGRESS SCHEDULE

4.10.1 The Contractor, before being awarded the Contract, shall prepare and submit for the District's and Engineer's information an estimated progress schedule for the Work. The progress schedule shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

4.11 PUBLIC RECORDS, DOCUMENTS, AND SAMPLES AT THE SITE

4.11.1 As required under Section 119.0701, Florida Statutes, Contractor shall (a) keep and maintain public records that ordinarily and necessarily would be required by the District in order to perform the service; including but not limited to the Drawings, Specifications, Addenda, Change Orders and other Modifications, marked currently to record all changes made during construction, and approved Shop Drawings, Product Data and Samples, (b) provide the public with access to public records on the same terms and conditions that the District would provide the records and at a cost that does not exceed the cost 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 cost, to the District all public records in possession of the Contractor upon completion of the Work or 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 District in a format that is compatible with the information technology systems of the District. Furthermore, the Contractor shall comply with the requirements of Chapter 119, Florida Statutes, including, but not limited to, section 119.0701, Florida Statutes.

4.11.2 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 AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (813) 418-7473, OR BY EMAIL AT paul.cusmano@dpfg.com, OR BY REGULAR MAIL AT 15310 Amberly Drive, Suite 175, Tampa, Florida 33647.

4.12 SHOP DRAWINGS, PRODUCT DATA, SAMPLES, O&M's

4.12.1 Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or any Subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

4.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate a material product or system for some portion of the Work.

4.12.3 Samples are physical examples which illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

4.12.4 The Contractor shall review, approve and submit, with reasonable promptness and in such sequence as to cause no delay in the Work, the work of the District or any separate contractor, or the Shop Drawings, Product Data and Samples required by the Contract Documents.

4.12.5 By approving and submitting Shop Drawings, Product Data and Samples, the Contractor represents that he has determined and verified all materials, field measurements, and field construction criteria related thereto, or will do so, and that he has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

4.12.6 The Contractor shall not be relieved of responsibility for any deviation from the requirements of the Contract Documents by the Engineer's approval of Shop Drawings, Product Data or Samples under Subparagraph 2.2.14 unless the Contractor has specifically informed the Engineer in writing of such deviation at the time of submission and the Engineer has given written approval to the specific deviation. The Contractor shall not be relieved from responsibility for errors or omissions in the Shop Drawings, Product Data or Samples by the Engineer's approval thereof.

4.12.7 The Contractor shall direct specific attention in writing or on resubmitted Shop Drawings, Product Data or Samples, to revisions other than those requested by the Engineer on previous submittals.



4.12.8 No portion of the Work requiring submission of a Shop Drawing, Product Data or Sample shall be commenced until the submittal has been approved by the Engineer as provided in Subparagraph 2.2.14. All such portions of the Work shall be in accordance with approved submittals.

4.12.9 O&M's are Operation and Maintenance Manuals specially prepared for the Work by the Contractor or any Subcontractor, manufacturer, supplier or distributor to illustrate the proper operation and maintenance procedures for equipment or some portion of the Work, and will be submitted as required by the Engineer.

4.13 USE OF SITE

4.13.1 The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits and the Contract Documents and shall not unreasonably encumber the site with any materials or equipment. The Contractor shall at all times conduct the Work in such manner and in such sequence as will ensure the least practicable local interference. He shall not open up the Work to the prejudice of work already started, and the Engineer may request the Contractor to finish a section on which work is in progress before work is started on any additional section(s). The Contractor shall arrange his work and dispose of his materials so as not to interfere with the operations of other Contractors engaged in adjacent work, and to join his work to that of others in a proper manner, and in accordance with the spirit of the Plans and Specifications, and to perform his work in the proper sequence in relation to that of other Contractors, all as may be requested by the Engineer. Each Contractor shall be held responsible for any damage done by him or his agents to the Work performed by another Contractor. Each Contractor shall so conduct his operations and maintain the Work in such condition that adequate drainage shall be in effect at all times. No work shall be done at all on Sunday, nor on any day between the hours of 7:00 P.M. and 7:00 A.M., except such work as is necessary for the proper care and protection of work already performed. The provisions of this section may be waived by the Engineer if the Contractor falls behind schedule and this shall expedite the project, in which event, the permission to extend the Working hours shall be secured from the Engineer, in writing, stating the necessary reasons for this action. Wherever work being done by other Contractors is contiguous to work covered by this Contract, the respective rights of the various interest involved will be established by the Owner, to secure the completion of the various portions of the Work in general harmony.

4.14 CUTTING AND PATCHING OF WORK

4.14.1 The Contractor shall be responsible for all cutting, fitting or patching that may be required to complete the Work or to make its several parts fit together properly.

4.14.2 The Contractor shall not damage or endanger any portion of the Work or the work of the District or any separate contractors by cutting, patching or otherwise altering any work, or by excavation. The Contractor shall not cut or otherwise alter the work of the District or any separate contractor except with the written consent of the District and of such separate



contractor. The Contractor shall not unreasonably withhold from the District or any separate contractor his consent to cutting or otherwise altering the Work.

4.15 CLEANING UP

4.15.1 The Contractor at all times shall keep the premises free from accumulation of waste materials or rubbish caused by his operations. At the completion of the Work he shall remove all his waste materials and rubbish from and about the Project as well as all his tools, construction equipment, machinery and surplus materials.

4.15.2 If the Contractor fails to clean up at the completion of his Work, the District may do so as provided in Paragraph 3.4 and the costs thereof shall be charged to the Contractor.

4.15.3 Burning or burying of trash or debris on the site is strictly prohibited unless specifically authorized by the Engineer.

4.15.4 New work in extension of existing work shall correspond in all respects with that to which it connects, or to similar existing Work unless otherwise indicated or specified.

4.15.5 Existing work shall be cut, altered, removed or temporarily removed and replaced as necessary for the performance of the Contract. Work remaining in place damaged or defaced by reason of work done under the Contract shall be restored to a condition equal to its condition at the time of the award of the Contract.

4.15.6 Where Work is being conducted in or adjacent to occupied areas, the Contractor shall make every effort to keep construction noise and dust to a minimum. These areas shall be cleaned daily. The Engineer may require reasonable additional measures to safeguard adjacent areas from the effects of the performance of the Work.

4.15.7 Contractor shall be responsible for removing all silt fence in any common areas that have been stabilized.

4.16 COMMUNICATIONS

4.16.1 The Contractor shall provide the District and the Developer a copy of all written communications to the Engineer required under the Contract. Further, the Engineer shall advise the District of all oral communications from Contractor which may affect the Contract Sum or the Contract Time. Further, the Engineer shall provide the District a copy of all written communications to the Contractor required under the Contract.

4.17 ROYALTIES AND PATENTS



4.17.1 The Contractor shall pay all royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and shall hold the District and the Developer harmless from loss on account thereof, except that the District shall be responsible for all such loss when a particular design, process or the product of a particular manufacturer or manufacturers is specified, but if the Contractor has reason to believe that the design, process or product specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to the Engineer.

4.18 INDEMNIFICATION

4.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the District and the Developer and the Engineer and their agents and employees from and against all claims, damages, losses, fines and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or failing to comply with the terms and conditions of permits and governmental licenses or failing to comply with all applicable laws and regulations, or injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph 4.18.

4.18.2 In any and all claims against the District or the Developer or the Engineer or any of their agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Paragraph 4.18 shall not be limited in any way by any limitation on the amount of type or damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

4.18.3 All references to attorneys' fees in this Article shall include such attorneys' fees for appeals, administrative hearings, any arbitration proceedings, or any other legal proceedings. The first five hundred dollars (\$500.00) of the Contract Sum constitutes separate specific consideration for all indemnity obligations under the Contract Documents. The Contractor hereby acknowledges compliance with Florida Statute 725.06. In addition, so much of the money due to the Contractor under the Contract as is considered necessary by the District may be retained by the District or, in case no money is due, the Contractor's surety shall be liable hereunder until such suits, actions, or claims for injuries or damages, as aforesaid, shall have been settled or resolved by judicial determination or binding settlement. Provided further, it is specifically agreed between the parties that it is not intended by any of the provisions of any part of the Contract to make the public, or any member thereof, a third party beneficiary hereunder,



or to authorize anyone not a party to the Contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of the Contract.

4.19 SANITARY, WATER, AND ELECTRICAL PROVISIONS

4.19.1 The Contractor at his expense shall provide and maintain temporary sanitary accommodations, electricity, and water for the use of his employees, and for construction of the Contract, in compliance with the authority having jurisdiction.

4.20 EXPLOSIVES

4.20.1 No blasting shall be done except upon approval by the District and all of the authorities having jurisdiction. When the use of explosives is approved by the Engineer as necessary for the prosecution of the Work, the Contractor shall take out all permits at his expense and shall comply to all of the laws of the land pertinent to blasting, and shall assume all responsibility for damage caused by explosives.

4.21 SODDING NEAR POND EMBANKMENTS

4.21.1 Contractor shall be responsible for sod down to water level at time during construction to avoid erosion of lake slopes.

4.22 SURVEYING AND STAKING

4.22.1 Contractor is responsible for providing or procuring services for any surveying, layout elevation, and stakeout, including stakeout of electrical power conduit, as necessary to complete the project in accordance with the approved plans and specifications.

4.23 RECORD DRAWINGS

4.23.1 Engineer will prepare record drawing based on certified as-built record information supplied to the Engineer by the Contractor's licensed land surveyor.

4.23.2 (Pads) Engineer will prepare record drawings showing the pad grades, elevation, rear lot line grades, based on certified as-built record information supplied by the Contractor's licensed land surveyor.

4.24 FINAL CERTIFICATIONS

4.24.1 Engineer will also provide certifications, record drawings, and final certification to the concerned governmental regulatory agencies as required by permit conditions based on certified as-built records showing supplied by the Contractor's licensed land surveyor.



ARTICLE 5

SUBCONTRACTORS

5.1 DEFINITION

5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform any of the Work at the site. The term Subcontractor is referred to throughout the Contract Documents as if singular in number and masculine in gender and means a Subcontractor or his authorized representative. The term Subcontractor does not include any separate contractor or his subcontractors.

5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform any of the Work at the site. The term Sub-subcontractor is referred to throughout the Contract Documents as if singular in number and masculine in gender and means a Sub-subcontractor or an authorized representative thereof.

5.2 AWARD OF SUBCONTRACTORS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

5.2.1 Along with the previously furnished names as requested in the Bidding Documents, the Contractor, at any request of the District, Developer or Engineer, shall furnish to the District, Developer or Engineer in writing the names of the persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each of the principal portions of the Work. The Engineer will promptly reply to the Contractor in writing stating whether or not the District or the Developer or the Engineer, after due investigation, has reasonable objection to any such proposed person or entity. Failure of the District Engineer to reply promptly shall constitute notice of no reasonable objection. The provisions of this Subparagraph 5.2.1 are in addition to the requirement of the submission of the names of those designated subcontractors and material or equipment suppliers which must be submitted with the bidder's proposal.

5.2.2 The Contractor shall not contract with any such proposed person or entity to whom the District or Developer or Engineer has made reasonable objection under the provisions of Subparagraph 5.2.1. The Contractor shall not be required to contract with anyone to whom he has a reasonable objection. Provided that the Contractor shall be deemed to have waived any objection he may have to contracting with those persons and entities whose names were submitted in conjunction with his bid proposal.

5.2.3 If the District or Developer or the Engineer has a reasonable objection to any such proposed person or entity, the Contractor shall submit a substitute to whom the District or the Engineer has no reasonable objection, and the Contract Sum shall be increased or decreased by the difference in cost occasioned by such substitution and an appropriate Change Order shall be issued, however, no increase in the Contract Sum shall be allowed for any such substitution



unless the Contractor has acted promptly and responsively in submitting names as required by Subparagraph 5.2.1.

5.2.4 The Contractor shall make no substitution for any Subcontractor, person or entity previously selected if the District or Developer or Engineer makes reasonable objection to such substitution.

5.3 SUBCONTRACTURAL RELATIONS

5.3.1 By an appropriate agreement, written where legally required for validity, 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 the terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities which the Contractor, by these Contract Documents, assumes toward the District and Developer and Engineer. Said agreement shall preserve and protect the rights of the District, Developer and Engineer under the Contract Documents with respect to the Work to be performed by the Subcontractor so that the subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the Contractor Subcontractor agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by these Contract Documents, has against the District. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with his Sub-subcontractors. The Contractor shall make available each proposed Subcontractor prior to the execution of the Subcontract, copies of the Contract Documents to which the Subcontractor will be bound by this Paragraph 5.3, and identify to the Subcontractor any terms and conditions of the proposed Subcontract which may be at variance with the Contract Documents. Each Subcontractor shall similarly make copies of such documents available to this Sub-subcontractors.

ARTICLE 6

WORK BY DISTRICT OR BY SEPARATE CONTRACTORS

6.1 DISTRICT'S RIGHT TO PERFORM WORK AND TO AWARD SEPARATE CONTRACTS

6.1.1 The District reserves the right to perform Work related to the Project with his own forces, and to award separate contracts in connection with other portions of the Project or other Work on the site under these or similar Conditions or the Contract. If the Contractor claims that delay or additional cost is involved because of such action by the District, he shall make such claim as provided elsewhere in the Contract Documents.

6.1.2 When separate contracts are awarded for different portions of the Project or other Work on the site, the term Contractor in the Contract Documents in each case shall mean the Contractor who executes each separate District Contractor Agreement.



6.1.3 The District will provide for the coordination of the work of his own forces and of each separate contractor with the work of the Contractor, who shall cooperate therewith as provided in Paragraph 6.2.

6.2 MUTUAL RESPONSIBILITY

6.2.1 The Contractor shall afford the District and separate contractors reasonable opportunity for the introduction and storage of their materials and equipment and the execution of their Work, and shall connect and coordinate his Work with theirs as required by the Contract Documents.

6.2.2 If any part of the Contractor's Work depends for proper execution or results upon the work of the District or any separate contractor, the Contractor shall, prior to proceeding with the Work, promptly report to the Engineer any apparent discrepancies or defects in such other Work that render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acceptance of the District's or separate contractors' Work as fit and proper to receive his work, except as to defects which may subsequently become apparent in such work by others.

6.2.3 Any costs caused by defective or ill-timed Work shall be borne by the party responsibility therefor.

6.2.4 Should the Contractor wrongfully cause damage to the work or property of the District, or to other work on the site, the Contractor shall promptly remedy such damage as provided in Subparagraph 10.2.5.

6.2.5 Should the Contractor cause damage to the work or property of any separate contractor, the Contractor shall, upon due notice, settle with such separate contractor by agreement if he will so settle. If such separate contractor sues the District on account of any damage alleged to have been sustained, the District at its sole option, may notify the Contractor, who shall defend such proceedings at the Contractor's expense. Whether or not the Contractor defends such action, if any judgment of award against the District arises therefrom, the Contractor shall pay or satisfy it and shall reimburse the District for all such damage. In any event, the Contractor shall reimburse the District for all of the District's attorneys' fees and court costs, which the District has incurred, including those of appeal.

6.3 DISTRICT'S RIGHT TO CLEAN UP

6.3.1 If a dispute arises between the Contractor and separate contractors as to their responsibility for cleaning up as required in Paragraph 4.15, the District may clean up and charge the cost thereof to the contractors responsible therefor as the Engineer shall determine to be just.



ARTICLE 7

MISCELLANEOUS PROVISIONS

7.1 GOVERNING LAW

7.1.1 The Contract shall be governed by the law of the place where the Project is located.

7.2 SUCCESSORS AND ASSIGNS

7.2.1 The District and the Contractor each binds himself, his partners, successors, assigns and legal representatives to the other party hereto and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants, agreements and obligations contained in the Contract Documents. The Contractor shall not assign the Contract or sublet it as a whole without the written consent of the District, nor shall the Contractor assign any moneys due or to become due to him hereunder, without the previous written consent of District. Provided, the District may assign the Contract without restriction.

7.3 WRITTEN NOTICE

7.3.1 Written notice shall be deemed to have been duly served if delivered in person to the individual or member of the firm or entity or to an officer of the corporation for whom it was intended, or if delivered at or sent by registered or certified mail to the last business address known to him who gives the notice.

7.3.2 No Notice of Commencement may be filed for this project under FL State Statute 713.05 or 713.06. A Notice of Commencement may be filed for this project under FL State Statute 713.04.

7.4 CLAIMS FOR DAMAGES

7.4.1 Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the other party or of any of his employees, agents or others for whose acts he is legally liable, claim shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

7.5 PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND

7.5.1 Prior to being issued the Notice to Proceed and commencing work, the District requires that the Contractor furnish proof of recording of the Performance and Payment Bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder. The warranty bond should cover the latter of (a) two (2) years from the date of final acceptance of the Work, or (b) the date through which the Owner is required to warrant or



provide a warranty for the Work to any governmental agency having jurisdiction over the project for which the Work is a part of. The cost of such bonds shall be included in the Contract Sum. Provided, no bond will be accepted from an insurance company with a general policyholder's rating of less than "A" and a financial rating of less than "AAA" as indicated in the Best's Insurance Guide. Attorneys-in-fact who sign performance and payment bonds must file with such bond a certified copy of their power of attorney to sign such bonds. Provided further, that the bonds shall be executed on the form set forth in Florida Statute Section 255.05, as amended, or on another form satisfactory to District amended as follows: "This Bond shall afford claimants thereunder, all the rights related thereto, including, but not limited to, the rights to recover attorneys' fees in the event any claim is made against this bond."

7.6 RIGHTS AND REMEDIES

7.6.1 The duties and obligations imposed by the Contract Documents on the Contractor and the rights and remedies available thereunder to the District shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

7.6.2 No action or failure to act by the District, Engineer or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

7.7 TESTS

7.7.1 If the Contract Documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any portion of the Work to be inspected, tested or approved, the Contractor shall give the Engineer timely notice of its readiness so the Engineer may observe such inspection, testing or approval. The Contractor shall be responsible for the scheduling and the District for payment of all testing required for compliance and completion of the Work. Reimbursement for any testing failures shall be borne by the Contractor and it shall be the Contractor's responsibility to compensate the testing firm.

7.7.2 If the Engineer determines that any Work requires special inspection, testing, or approval which Subparagraph 7.7.1 does not include, he will upon written authorization from the District instruct the Contractor to order such special inspection or testing or approval, and the Contractor shall give notice as provided in Subparagraph 7.7.1. If such special inspection or testing reveals a failure of the Work to comply with the requirements of the Contract Documents, the Contractor shall bear all costs thereof, including compensation for the Engineer's additional services made necessary by such failure, otherwise the District shall bear such costs, and an appropriate Change Order shall be issued.



7.7.3 Required certificates of inspections, tests or approval shall be secured by the Contractor and promptly delivered by him to the Engineer.

7.7.4 If the Engineer is to observe the inspections, tests or approvals required by the Contract Documents, he will do so promptly and, where practicable, at the source of supply.

7.8 DUTY TO CONTINUE WORK

7.8.1 Unless otherwise agreed in writing, the Contractor shall carry on the Work and maintain its progress during any dispute or litigation, and the District shall continue to make payments to the Contractor in accordance with the Contract Documents.

7.9 DISTRICT'S RIGHT TO UTILIZE AND OCCUPY

7.9.1 Prior to Substantial Completion and so long as the District does not impede the Work of the Contractor and its subcontractors, employees, and agents, the District shall be allowed to utilize the Work for its intended purpose, and the District and its employees and agents shall be entitled to occupy portions of the Work and use such portions in the manner for which it is intended. Use and occupancy may, at the option of the District, include the installation of any equipment and furnishings belonging to the District.

7.10 DISTRICT'S EXEMPTION OF MATERIAL SALES TAX

7.10.1 The Contractor acknowledges that the District, if they choose to exercise exemption, is exempt from the Florida Sales and Use Tax (the "Sales Tax"). Accordingly, to minimize the cost of the Project to the District, the Contractor agrees to cooperate with the District and to allow the District to purchase materials in its name in order to avoid the Sales Tax that would otherwise be due on such purchases. All such purchases shall be from vendors specified by and acceptable to the District, and shall be coordinated with the Contractor's work schedule. All savings realized by the District as a result of such direct purchases shall inure to the benefit of the District, and the Contract Sum shall be reduced by the amount of the Sales Tax savings on all materials purchased because the Contract Sum was originally computed on the assumption that materials would be subject to Sales Tax. Further, all payments for materials made by the District shall be credited against the Contract Sum, and the District Engineer shall issue Change Orders from time to time reflecting credit to the District for such amounts against the Contract Sum.

If, for any reason, the District or the Contractor shall subsequently be held liable for and subject to Sales Tax for materials purchased by the District, the District shall be solely responsible for paying such tax, together with any and all interest and penalties thereon, as well as all costs and expenses reasonable incurred in the defense or resolution of any such claim, provided the Contractor, if authorized and acting as purchasing agent for the District, makes all materials purchases in strict accordance with the terms of this Agreement. In the event the Contractor shall for any reason fail to purchase materials subsequent to the date of this



Agreement in accordance with the terms set forth herein, any Sales Tax expense or liability incurred in connection with such purchase shall be borne solely by the Contractor and shall be credited to the District against the Contract Sum. To the extent the District shall subsequently become liable for Sales Tax on any purchase of materials not made by the Contractor in strict accordance with the terms of this Agreement, the Contractor hereby indemnifies and agrees to hold the District harmless from and against any such Sales Tax related claim, including, but not limited to, the amount of the Sales Tax assessed, accrued interest, fines, costs and reasonable attorney's fees incurred by the District in connection with the levy and collection of the Sales Tax.

Notwithstanding anything in this Agreement to the contrary, all materials purchased by or manufactured for the District (the "Materials") shall be subject to the following requirements:

1. The District shall purchase all Materials directly from the vendor, and in all cases work with the Contractor for selection of the vendor supplying the Materials, pursuant to its standard purchasing procedures.
2. The District shall issue or cause to be issued a "purchase order" for the Materials directly to the third party vendor (accompanied by the District's tax exempt certificate), and all invoices shall be prepared and sent by the vendor to the District.
3. The District shall make direct payment to the vendor for all Materials purchased.
4. The District shall take title and possession of all Materials purchased directly from the vendor before they are incorporated into the District's property, and the District shall assume all risk of loss from the time of purchase.
5. The District shall purchase Insurance sufficient to fully protect the District against any loss or damage to the Materials, and shall maintain such insurance coverage until the Materials are fully incorporated into the Project. The cost of all insurance premiums and/or bonding related to the Materials shall be borne by the District. The Contractor shall review the Contractor's insurance coverage for the Project and, notwithstanding anything in the Contract Documents to the contrary, reduce or eliminate all unnecessary coverage related to risk of loss for the Materials, including coverage under performance and material bonds, if any. The Contractor shall provide notice to the District that any excess or duplicate risk of loss coverage has been terminated, and a statement concerning the extent of cost savings, if any, resulting from the change. In the event a savings results from reduction of the risk of loss coverage for the Materials, the Contractor shall issue a Change Order crediting the amount of the savings against the Contract Sum.
6. Compliance with all requirements of Florida Law and Rule 12A-1.094, Florida Rules of Administrative Procedure, as amended from time to time, necessary to exempt the District's purchases of Materials from Sales Tax.



The District's purchase of Materials will not in any manner impact or reduce Contractor's duty to warrant the Materials. The District may forward all repair, maintenance, non-confirming Materials, non-confirming Material calls or any other issues pertaining to the Materials to Contractor for resolution with the appropriate vendor. Contractor shall resolve all such calls or issues. If Contractor fails to adequately and properly perform inspections or otherwise incorporates into the Project defective or non-confirming Materials, the condition of which it either knew or should have known by performance of an inspection, Contractor shall be responsible for all damages to the District resulting from its incorporation of such Materials into the Project.

7.11 ARBITRATION

7.11.1 Demand for Arbitration: Any decision of the Owner which is subject to arbitration shall be submitted to arbitration upon the demand of either party to the dispute.

The Contractor shall not cause a delay of the Work because of the pendency of arbitration proceedings, except with the written permission of the Engineer, and then only until the arbitrators have an opportunity to determine whether or not the Work shall continue until they decide the matters in dispute.

The demand for arbitration shall be delivered in writing to the Engineer and the adverse party, either personally or by registered mail to the last known address of each. In no case shall a demand for arbitration be delivered after final payment has been accepted.

7.11.2 Arbitrators: No one shall be nominated or act as an arbitrator who is in any way financially interested in this Contract or in the business affairs of the Owner, or the Contractor, or the Engineer, or otherwise connected with any of them. Each arbitrator shall be a person familiar with the nature of the Work or the problem involved in the dispute submitted for arbitration.

Unless otherwise provided by controlling statutes, the parties may agree upon one arbitrator; otherwise, there shall be three, one named in writing by each party to this Contract, to the other party, and the third chosen by these two arbitrators.

The said third arbitrator, acting as presiding officer, shall have the power to declare the position of any arbitrator vacant by refusal or inability to act, sickness, death, resignation, absence or neglect. Any vacancy shall be filled by the party making the original appointment, and unless so filled within five (5) days after same has been declared, it shall be filled by the said presiding officer. If testimony has been taken before a vacancy has been filled, the matter shall be reheard unless a rehearing is waived in the submission or by the written consent of the parties.



If there be one arbitrator, his decision shall be binding; if three, the decision of any two shall be binding in respect to both the matters submitted to and the procedure followed during the arbitration. Such decisions shall be a condition precedent to any right of legal action.

7.11.3 Arbitration Procedure: The arbitrators shall deliver a written notice to each of the parties and to the Engineer, either personally or by registered mail to the last known address of each, of the time and place for the beginning of the hearings of the matters submitted to them. Each party may submit to the arbitrators such evidence and argument as he may desire, and the arbitrators may consider pertinent. The arbitrators shall, however, be the judges of all matters of laws and fact relating to both the subject matters of and the procedure during arbitration and shall not be bound by technical rules of law or procedure. They may hear evidence in whatever form they desire. The parties may be represented before them by such persons as each may select, subject to the disciplinary power of the arbitrators if such representative shall interfere with the orderly or speedy conduct of the proceedings.

Each party and the Engineer shall supply the arbitrators with such papers and information as they may demand, or with any witness whose movements are subject to their respective control, and upon refusal or neglect to comply with such demands, the arbitrators may render their decision without the evidence which might have been elicited therefrom and the absence of such evidence shall afford no ground for challenge of the award by the party refusing or neglecting to comply with such demand.

The submission to arbitration (the statement of the matters in dispute between the parties to be passed upon by the arbitrators) shall be in writing duly acknowledged before a notary. Unless waived in writing by both parties to the arbitration, the arbitrators, before hearing testimony, shall be sworn in by an officer authorized by law to administer an oath, faithfully and fairly to hear and examine the matters in controversy and to make a just award according to the best of their understanding.

The arbitrators, if they deem the case demands it, are authorized to award to the party whose contention is sustained such sum as they shall consider proper for the time, expense and trouble incident to the arbitrator, and if the arbitration was demanded without reasonable cause, damages for delay and other losses. The arbitrators shall fix their own compensation unless otherwise provided by agreement and shall assess the costs and charges of the arbitration upon either or both parties.

The award of the arbitrators shall be in writing and acknowledged like a deed to be recorded, and a duplicate shall be delivered personally or by registered mail, forthwith upon its rendition to each of the parties to the controversy and to the Engineer.

The award of the arbitrators shall not be open to objections on account of the form of the proceedings or the award, unless otherwise provided by the controlling statutes. In the event of such statutes providing on any matter covered by this article otherwise than as herein before specified, the method or procedure throughout and the legal effect of the award shall be wholly



in accord with said statutes, it being the intention hereby to lay down a principle of action to be followed, leaving its local application to be adapted to the legal requirements of the jurisdiction having authority over the arbitration.

The Engineer shall not be deemed a party to the dispute. He is given the right to appear before the arbitrators and give such evidence as they may require.

ARTICLE 8

TIME

8.1 DEFINITIONS

8.1.1 Unless otherwise provided, the Contract Time is the period of time allotted in the Contract Documents for Substantial Completion of the Work as defined in Subparagraph 8.1.3, including authorized adjustments thereto.

8.1.2 The Date of Commencement of the Work is the date set forth at Article 3 of the Agreement.

8.1.3 The Date of Substantial Completion of the Work or designated portion thereof is the Date certified by the Engineer when construction is sufficiently complete, in accordance with the Contract Documents, so the District can occupy or utilize the work or designated portion thereof for the use for which it is intended. The criteria for determining the date for Substantial Completion, in addition to the above, shall include, but shall not be limited to, the following: (a) the issuance of a certificate of occupancy if applicable to this Work by the appropriate governmental body as to all the work or designated portion thereof; (b) the ability of the District to occupy and use all the work without being impeded by any Work of the Contractor, except for punch list items determined by the District; (c) satisfactory completion of final inspections and all tests required by the county.

8.1.4 The term day as used in the Contract Documents shall mean calendar day unless otherwise specifically designated.

8.2 PROGRESS AND COMPLETION

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

8.2.2 The Contractor shall begin the Work on the Date of Commencement as defined in Subparagraph 8.1.2. He shall carry the Work forward expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.



8.2.3 The Contractor shall furnish adequate forces, construction plans, shop drawings, and equipment and shall work such hours, including night shift, overtime operations, Sundays and Holidays in order to complete the Work in accordance with a progress schedule approved by the District. If the Contractor falls behind such schedule, Contractor shall take such steps as may be necessary to improve his progress by increasing the number of shifts and/or overtime operations, days of work and/or the amount of construction forces, all without additional cost to the District under the Contract. Failure of the Contractor to comply with these provisions shall be grounds for termination of the Contract by the District pursuant to Paragraph 14.2.

8.2.4 The Contractor is to submit a detailed construction schedule indicating start and finish dates (including county acceptance) at submission of bid or prior to Agreement award.

8.3 DELAYS AND EXTENSIONS OF TIME

8.3.1 If a Contractor is delayed at any time in the progress of the Work by any act or neglect of the District, or by any employee thereof, or by any separate contractor employed by the District, or by changes ordered in the Work, or by prevention of performance because of governmental laws or regulation, or by fire or catastrophic weather condition, or unusual delays in delivery of materials and equipment beyond the control of Contractor, then the Contract Time shall be extended by Change Order for such reasonable time as the District may determine.

8.3.2 Any claim for extension of time shall be made in writing to the Engineer on the day of the delay; otherwise, it shall be waived. In the case of continuing delay only one claim is necessary. The Contractor shall provide an estimate of the probable effect of such delay on the progress of the Work.

8.3.3 If no agreement is made stating the dates upon which interpretations as provided in Subparagraph 2.2.8 shall be furnished, then no claim for delay shall be allowed on account of failure to furnish such interpretations until fifteen days after written request is made for them, and not then unless such claim is reasonable.

8.3.4 Time is of the essence in the Work provided for in these Contract Documents. Further, there will be, on the part of the District, considerable monetary damage in the event the Work provided for in these Contract Documents is not completed by the Contractor within the time fixed for Substantial Completion of the Work. Accordingly, it is understood and agreed by the Contractor that the liquidated damages for each and every day the time consumed in completing the Work exceeds the time allowed for therefor shall be the amount specified in Article 3 of the Agreement. This amount shall in no event, be considered as a penalty or otherwise but as liquidated and adjusted damages of the District because of said delay (actual damages as of the date hereof being unascertainable) and the Contractor and sureties of the Contractor upon the performance and payment bonds of the Contractor shall be liable therefor. Provided further, that such liquidated damages, if any, may be deducted and retained out of the monies payable to the Contractor. If not so deducted, the Contractor and sureties of the Contractor, if any, shall be liable therefor. Said liquidated damages shall be payable by the



Contractor to the District under the provisions of Paragraph 14.2 of the General Conditions, and shall not preclude recovery of damages by the District under other provisions of the Contract Documents, except those for delays in Substantial Completion. This provision for liquidated damages shall in no manner effect the District's right to terminate the Contract as provided in Paragraph 14.2 of the General Conditions or elsewhere in the Contract Documents. The Contractor's exercise of a right to terminate shall not relieve the Contractor from its obligation to pay said liquidated damages from the retainage held by the District or from any other amount due to the Contractor from the District. Any excess of such liquidated damages over the amount due the Contractor from the District shall become immediately due and payable.

ARTICLE 9

PAYMENTS AND COMPLETION

9.1 CONTRACT SUM

9.1.1 The Contract Sum is stated in the District Contractor Agreement and, including authorized adjustments thereto, is the total amount payable by the District to the Contractor for the performance of the Work under the Contract Documents.

9.2 SCHEDULE OF VALUES

9.2.1 At the bid or prior to the Agreement being awarded, the Contractor shall submit to the Engineer a final schedule of values allocated to the various portions of the Work, prepared in such form and supported by such data to substantiate its accuracy as the Engineer and Developer may require. This schedule, unless objected to by the Engineer, shall be used as a basis for the Contractor's Applications for Payment and for values to be used in Change Orders. For each portion of the Work, this schedule of values shall detail the applicable quantities and unit prices of each item reflected on the Schedule of Estimated Quantities and Unit Prices.

9.3 APPLICATION FOR PAYMENT

9.3.1 After the twenty-fifth (25th) day of the month, the Contractor shall submit to the Engineer an itemized Application for Payment, notarized if required, supported by such data substantiating the Contractor's right to payment as the District or Engineer may require, and reflecting retainage, if any as provided elsewhere in the Contract Documents.

9.3.2 Payment will not be made on account of materials or equipment not incorporated in the Work.

9.3.3 The Contractor warrants that title to all Work, materials and equipment covered by an Application for Payment will pass to the District either by incorporation in the Construction or upon the receipt of payment by the Contractor, whichever occurs first free and



clear of all liens, claims, security interests or encumbrances, hereinafter referred to in this Article 9 as "liens"; and that no Work, materials or equipment covered by an Application for Payment will have been acquired by the Contractor, or by any other person performing work at the site or furnishing materials and equipment for the Project, subject to an agreement under which an interest therein or an encumbrance thereon is retained by the seller or otherwise imposed by the Contractor or such other person.

9.3.3.1 All Applications for Payment shall be submitted to the Engineer with original and three copies (one copy to the District), with supporting documentation as may be reasonably required by District to assure appropriate payment to all subcontractors and material men, in the form approved by the District. Such supporting documentation shall include but not be limited to waivers of liens and a sworn statement to the effect that all labor and materials included in the Application for Payment have been paid by the Contractor, unless otherwise listed. The sworn statement shall be on a standard form approved by the District which lists unpaid amounts, if any, to laborers, material suppliers and subcontractors. Certificates of Payment will not be processed for payment unless sworn statements are submitted with request for payment. Applications for Payment shall include each such item or heading determined by Paragraph 9.2, the percentage of completion of each such item or heading, the total amount of Work provided as of date of application of each such item or heading, the total amount of Work previously paid for each item or heading, the amount of Work required for each item or heading and such other information as the District may direct. In addition to the above, the Contractor, as a condition precedent to any progress of final payment to be made hereunder shall comply with Florida Mechanics' Lien Laws, Chapter 713, Florida Statutes, now existing or as may hereafter be amended ("**Mechanics' Lien Law**"). To the extent that there is a conflict between the obligations of District under the Contract Documents and the obligations of the District under the Mechanics' Lien Law (which obligations under the Mechanics' Lien law are imposed in order to afford District its protections under said law), the obligations of District under the Mechanics' Lien Law shall prevail. The District shall withhold 10% retainage on each Application for Payment submitted by the Contractor.

9.3.4 A sworn "Contractor's Affidavit" shall be submitted with each payment request in sufficient form for the District to determine Contractor's right to payment in compliance with the Florida Mechanics' Lien Law. Each payment request shall include properly executed waivers of lien in conformity with the information set forth on the properly completed Contractor's Affidavit. In the event that the Engineer and the District are satisfied with the Contractor's payment procedures, Engineer may accept partial waivers of the lien of subcontractors and suppliers who were included in the immediate preceding payment. Contractor shall submit the waivers on a current basis, but Engineer may not allow subcontractors and suppliers to be no more than one payment late in their partial waivers.

9.4 CERTIFICATES FOR PAYMENT

9.4.1 The Engineer will, within seven (7) days after the receipt of the Contractor's Application for Payment, either issue a Certificate for Payment to the District, with a copy to the

Contractor, for such amount as the Engineer determines is properly due, or notify the Contractor in writing his reasons for withholding a Certificate as provided in Subparagraph 9.6.1.

9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Engineer to the District, based on his observations at the site as provided in Subparagraph 2.2.3 and the data comprising the Application for Payment, that the Work has progressed to the point indicated; that, to the best of his knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to the results of any subsequent tests required by or performed under the Contract Documents, to minor deviations from the Contract Documents correctable prior to completion, and to any specific qualifications stated in his Certificate); and that the Contractor is entitled to payment in the amount certified. However, by issuing a Certificate for Payment, the Engineer shall not thereby be deemed to represent that he has made exhaustive or continuous on-site inspections to check the quality or quantity of the Work or that he has reviewed the construction means, methods, techniques, sequences or procedures, or that he has made any examination to ascertain how or for what purpose the Contractor has used the moneys previously paid on account of the Contract Sum.

9.5 PROGRESS PAYMENTS

9.5.1 After the Engineer has issued a Certificate for Payment, the District shall make payment in the manner and within the time provided in the Contract Documents.

9.5.2 The Contractor shall promptly pay each Subcontractor, upon receipt of payment from the District, out of the amount paid to the Contractor on account of such Subcontractor's work, the amount to which said Subcontractor is entitled, reflecting the percentage actually retained, if any, from payments to the Contractor on account of such Subcontractor's work. The Contractor shall, by an appropriate agreement with each subcontractor, require each Subcontractor to make payments to his Sub-subcontractors in similar manner.

9.5.3 The Engineer may, on request and at his discretion, furnish to any Subcontractor, if practicable, information regarding the percentages of completion or the amounts applied for by the Contractor and the action taken thereon by the Engineer on account of Work done by such Subcontractor.

9.5.4 Neither the District nor the Engineer shall have any obligation to pay or to see to the payment of any moneys to any Subcontractor except as may otherwise be required by law.

9.5.5 No Certificate for Payment, progress payment, or any partial or entire use or occupancy of the Project by the District, shall constitute an acceptance of any Work not in accordance with the Contract Documents.



9.6 PAYMENTS WITHHELD

9.6.1 The Engineer may decline to certify payment and may withhold his Certificate in whole or in part, to the extent necessary reasonably to protect the District, if in his opinion he is unable to make representations to the District as provided in Subparagraph 9.4.2. If the Engineer is unable to make representations to the District as provided in Subparagraph 9.4.2 and to certify payment in the amount of the Application, he will notify the Contractor as provided in Subparagraph 9.4.1. If the Contractor and the Engineer cannot agree on a revised amount, the Engineer will promptly issue a Certificate for Payment for the amount for which he is able to make such representations to the District. The Engineer may also decline to certify payment or, because of subsequently discovered evidence or subsequent observations, he may nullify the whole or any part of any Certificate of Payment previously issued, to such extent as may be necessary in his opinion to protect the District from loss because of:

- .1 defective Work not remedied,
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims,
- .3 failure of the Contractor to make payments properly to Subcontractors or 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 District or another contractor,
- .6 reasonable evidence that the Work will not be completed within the Contract time, or
- .7 persistent failure to carry out the Work in accordance with the Contract Documents.

9.6.2 When the basis for withholding his Certificate as outlined in Subparagraph 9.6.1 is removed, the Engineer shall certify for payment the related amounts for which payment has been properly requested.

9.7 FAILURE OF PAYMENT

9.7.1 If the District does not pay the Contractor within thirty five (35) days after the date established in the Contract Documents any amount to which no written objection has been made by the District or the Engineer then the Contractor may upon seven (7) additional days



written notice to the District, stop the Work until payment of the amount owing has been received.

9.8 SUBSTANTIAL COMPLETION

9.8.1 When the Contractor considers that the Work, or a designated portion thereof which is acceptable to the District, is substantially complete as defined in Subparagraph 8.1.3, the Contractor shall prepare for submission to the Engineer a list of items to be completed or corrected. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all work in accordance with the Contract Documents. When the Engineer on the basis of an inspection determines that the Work or designated portion thereof is substantially complete, he will then prepare a Certificate of Substantial Completion which shall establish the Date of Substantial Completion, shall state the responsibilities of the District and the Contractor for security, maintenance, heat, utilities, damage to the Work, and insurance, and shall fix the time within which the Contractor shall complete the items listed therein. 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. The Certificate of Substantial Completion shall be submitted to the District and the Contractor for their written acceptance of the responsibilities assigned to them in such Certificate.

9.9 FINAL COMPLETION AND FINAL PAYMENT

9.9.1 Upon receipt of written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Engineer will promptly make such inspection and, when he finds the Work acceptable under the Contract documents and the Contract fully performed, he will promptly issue a final Certificate for Payment stating that to the best of his knowledge, information and belief, and on the basis of his observations and inspection, the Work has been completed in accordance with the terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor, and noted in said final Certificate, is due and payable. The Engineer's final Certificate for Payment will constitute a further representation that the conditions precedent to the Contractor's being entitled to final payment as set forth in Subparagraph 9.9.2 have been fulfilled. Notwithstanding anything in the Contract seemingly to the contrary, the Work shall be acceptable for maintenance, or approved for full operation, by all applicable governmental entities.

9.9.2 Neither the final payment nor the remaining retained percentage shall become due until the Contractor submits to the Engineer (1) an affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the District might in any way be responsible, have been paid or otherwise satisfied, (2) consent of surety to final payment and (3), if required by the District, other data establishing payment or satisfaction for all such obligations, such as receipts, releases and waivers of liens arising out of the Contract, to the extent and in such form as may be designated by the District. If any Subcontractor refuses to furnish a release or waiver required by the District, the Contractor may furnish a bond



satisfactory to the District to indemnify him against any such lien and to assure payment of such claim. If any such claim or lien remains unsatisfied after all payments are made the Contractor shall refund to the District all moneys that the latter may be compelled to pay in discharging such lien and so satisfying such claim, including all costs and reasonable attorneys' fees.

9.9.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by the issuance of Change Orders affecting final completion, and the Engineer so confirms, the District shall, upon application by the Contractor and certification by the Engineer, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than the retainage stipulated in the Contract Documents, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Engineer prior to certification of such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

9.9.4 The making of final payment shall constitute a waiver of all claims by the District except those arising from:

- .1 unsettled liens or claims of third parties,
- .2 faulty or defective work appearing after Substantial Completion,
- .3 failure of the Work to comply with the requirements of the Contract Documents, or
- .4 terms of any special warranties required by the Contract Documents.

9.9.5 The acceptance of final payment shall constitute a waiver of all claims by the Contractor except those previously made in writing and identified by the Contractor as unsettled at the time of the final Application for Payment.

ARTICLE 10

PROTECTION OF PERSONS AND PROPERTY

10.1 SAFETY PRECAUTIONS AND PROGRAMS

10.1.1 The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work.



10.2 SAFETY OF PERSON AND PROPERTY

10.2.1 The Contractor shall take all responsible precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury, or loss to:

- .1 all employees on the Project and all other persons who may be affected thereby;
- .2 all the Work and all materials and equipment to be incorporated therein, whether in storage on or off the site, under the care, custody or control of the Contractor or any of his Subcontractors or Sub-subcontractors; and
- .3 other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

10.2.2 The Contractor shall give all notices and comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the safety of persons or property of their protection from damage, injury or loss. Machinery, equipment, and other hazards shall be guarded in accordance with the safety provisions of the Manual of Accident Prevention in Construction, published by the Associated General Contractors of America, to the extent that such provisions are not in contravention of applicable law.

10.2.3 The Contractor shall erect and maintain, as required by existing conditions and progress of the Work, all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent utilities. Notwithstanding any provisions in the Contract to the contrary, the risk of loss on all materials and equipment incorporated in the Project or stored on the site shall be borne by the Contractor, who shall have the duty to protect the Project against damage, vandalism and malicious mischief.

10.2.4 When the use or storage of explosives or other hazardous materials or equipment is necessary for the execution of the Work, the Contractor shall exercise the utmost care and shall carry on such activities under the supervision of properly qualified personnel.

10.2.5 The Contractor shall promptly remedy all damage or loss to any property referred to in Clauses 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, any Subcontractor, any Sub-subcontractor, any materialman, or anyone directly or indirectly employed by any of them, or by anyone for whose acts of them may be liable and for which the Contractor is responsible under Clauses 10.2.1.2 and 10.2.1.3, except damage or loss attributable to the acts or omissions of the District or Engineer or anyone directly or indirectly employed by either of them, or 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 his obligations under Paragraph 4.18.



10.2.6 The Contractor shall designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the District and the Engineer.

10.2.7 The Contractor shall not load or permit any part of the Work to be loaded so as to endanger its safety.

10.2.8 The Contractor shall conduct his work so as to interfere as little as possible with private business or public travel. He shall, whenever necessary or required, maintain barricades, maintain lights, and take such other precautions as may be necessary to protect life and property, and he shall be liable for all damages occasioned in any way by his act or neglect or that of his agents or employees. The Contractor shall be responsible for the maintenance of traffic. If required by the Engineer, special policemen shall be used. It is the responsibility of the Contractor to ascertain from the Engineer, prior to submitting their bid, the extent and number of special policemen needed, as well as method and payment of said special policemen.

10.3 EMERGENCIES

10.3.1 In any emergency affecting the safety of persons or property, the Contractor shall act to prevent threatened damage, injury or loss. Any additional compensation or extension of time claimed by the Contractor on account of emergency work shall be determined as provided in Article 12 for Changes in the Work.

10.4 DRUG AND ALCOHOL POLICY

10.4.1 FOR THE SAFETY AND WELL BEING OF ALL EMPLOYEES ON OWNER'S CONSTRUCTION SITES, OWNER HAS A POLICY THAT NEITHER CONTROLLED SUBSTANCES NOR ALCOHOL SHALL BE DISTRIBUTED, POSSESSED OR USED ON OWNER'S CONSTRUCTION SITES. ANYONE FOUND TO BE IMPAIRED BY OR IN POSSESSION OF CONTROLLED SUBSTANCES OR ALCOHOL MUST IMMEDIATELY LEAVE THE OWNER CONSTRUCTION SITE OR PROPERTY. To help ensure the safety of all workers, including a worker that may be impaired, Contractor agrees to adhere to the following procedures:

- .1 If a Contractor suspects that one of Contractor's Agents is impaired by controlled substances or alcohol, Contractor is required to investigate and make inquiries of co-workers on the job site to confirm the suspected impairment. If Owner becomes aware that one of Contractor's Agents has been impaired on the job, Owner shall have the right, but not the duty, to request that Contractor's foreperson investigate. When such a request is given, orally or in writing, Contractor's foreperson shall immediately proceed with such investigation and shall thereafter promptly report the results to the Owner's Supervisor. Owner may



send formal written notification to the Contractor regarding any such situation, a copy of which will be placed in the Contractor's file.

- .2 Any worker who is impaired or reasonably believed to be impaired must be immediately removed from the job site, the Contractor must provide transportation for the impaired worker and not allow the impaired worker to drive him/herself from the job and endanger the public.
- .3 A repeated violation by Contractor or any of Contractor's Agents of this policy will be cause for immediate termination of this Agreement by Owner, in Owner's sole discretion.

ARTICLE 11

INSURANCE

11.1 CONTRACTOR'S LIABILITY INSURANCE

11.1.1 During the term of the contract, the Contractor shall, at its own expense, purchase and maintain the following insurance in companies properly licensed in the state of Florida and satisfactory to the District:

- .1 Workers and Workmen's Compensation including occupational disease and employer's liability insurance.
 - a. Statutory-amounts and coverages required by Florida law.
 - b. Employer's liability-at least five hundred thousand dollars (\$500,000.00) per each accident.
- .2 Comprehensive General Liability, including coverage for direct operations, sublet Work, contractual liability and completed operations and products liability with limits not less than those stated above.
 - a. Bodily injury liability-including personal injury of five hundred thousand dollars (\$500,000.00) for each person and one million dollars (\$1,000,000.00) per occurrence.
 - b. Property damage liability of five hundred thousand dollars (\$500,000.00) for each occurrence and five hundred thousand dollars (\$500,000.00) in the aggregate.



Property Damage Liability Insurance shall include broad form coverage. Completed operations liability insurance shall continue in force for one year after the final acceptance of the Work.

- .3 If any of the Work is subcontracted, Contractor's Protective Liability Insurance with limits and specified above at 11.1.1.1 and 11.1.1.2.
- .4 Comprehensive Automobile Liability Insurance, including coverage for owned, nonowned and hired vehicles, for limits not less than listed below.
 - a. Bodily injury liability of five hundred thousand dollars (\$500,000.00) for each person and one million dollars (\$1,000,000.00) for each occurrence.
 - b. Property damage liability of two hundred fifty thousand dollars (\$250,000.00) for each occurrence.
- .5 In addition to all coverage above, the Contractor shall furnish Excess Liability Insurance covering all risks noted above, in the minimum amount of one million dollars (\$1,000,000.00) in the aggregate. Liability insurance for the comprehensive general liability and comprehensive automobile liability policies required above may be furnished for the full limits required or by combining the limits on such policies with the limits offered by the required Excess Liability Insurance policy.

11.1.2 The insurance required by Subparagraph 11.1.1 shall be written for not less than any limits of liability specified in the Contract Documents, or required by law, whichever is greater. All insurance shall be in the form of "occurrence" type insurance which shall provide coverage for all claims arising from events occurring during the term of the required policies regardless of when such claim is made. All insurance shall remain in force until date of final payment and shall name the District and Developer as an additional insured.

11.1.3 The insurance required by Subparagraph 11.1.1 shall include contractual liability insurance applicable to the Contractor's obligations under Paragraph 4.18.

11.1.4 Certificates of Insurance Acceptable to the District shall be filed with the District prior to commencement of the Work. These Certificates shall contain a provision that coverages afforded under the policies will not be canceled or modified until at least thirty days' prior written notice has been given to the District and shall reflect that the District and Developer are an additional named insured under all required policies.

11.1.5 Endorsement of Certificate Holder should read: the name of the District, c/o DPGF, Inc., and be addressed to 250 International Parkway, Suite 280, Lake Mary, FL 32746.



11.2 DISTRICT'S LIABILITY INSURANCE

11.2.1 The District shall be responsible for purchasing and maintaining his own liability insurance and, at his option, may purchase and maintain such insurance as will protect him against claims which may arise from operations under the Contract.

11.3 PROPERTY INSURANCE

11.3.1 The Contractor waives all rights against (1) the District and his Subcontractors, Sub-subcontractors, agents and employees and (2) the Developer and separate contractors, if any, and their sub-contractors, sub-subcontractors, agents and employees, and (3) the Engineer and separate contractors, if any, and their sub-contractors, sub-subcontractors, agents and employees, for damages caused by fire or other perils to the extent covered by any property insurance applicable to the Work, except such rights as they may have to the proceeds of such insurance held by the District as trustee. The Contractor, as appropriate, shall require of the Engineer, separate contractors, Subcontractors, and Sub-subcontractors by appropriate agreements, written where legally required for validity similar waivers each in favor of all other parties enumerated in this Subparagraph 11.3.1. All waivers of rights against the District under the terms of this Article 11, "Insurance", shall be deemed to include waivers of such rights against District's officers and employees.

11.3.2 The District as trustee shall have power to adjust and settle any loss with insurers.

11.4 LOSS OF USE OF INSURANCE

11.4.1 The District, at its option, may purchase and maintain such insurance as will insure it against loss of use of its property due to fire or other hazards, however caused. The District waives all rights of action against the Contractor for loss of use of its property, including consequential losses due to fire or other hazards however caused, to the extent covered by insurance, if any, obtained under this Paragraph 11.4. Provided, however, any such waiver of rights of action against the Contractor shall only be effective to the extent consistent with the District's insurance policies.

ARTICLE 12

CHANGES IN THE WORK

12.1 CHANGE ORDERS

12.1.1 A Change Order is a written order to the Contractor signed by the District and the Engineer, issued after execution of the Contract, authorizing a change in the Work or an



adjustment in the Contract Sum or the Contract Time. The Contract Sum and the Contract Time may be changed only by Change Order. A Change Order signed by the Contractor indicates his agreement therewith, including the adjustment in the Contract Sum or the Contract Time.

12.1.2 The District, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and the Contract Time being adjusted accordingly. All such changes in the Work shall be authorized by Change Order, and shall be performed under the applicable conditions of the Contract Documents.

12.1.3 The cost or credit to the District resulting from a change in the Work shall be determined in one or more of the following ways:

- .1 by mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 by unit prices stated in the Schedule of Estimated Quantities and Unit Prices and/or Schedule of Values or subsequently agreed upon in writing;
- .3 by cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 by the method provided in Subparagraph 12.1.4.

12.1.4 If none of the methods set forth in Clauses 12.1.3.1, 12.1.3.2 or 12.1.3.3 is agreed upon, the Contractor, provided he receives a written order (including, but not limited to, a Construction Change Directive) signed by the District or Developer, shall promptly proceed with the Work involved. The cost of such work shall then be determined by the Engineer using the Schedule of Estimated Quantities and Unit Prices and/or Schedule of Values attached by Exhibit, in conjunction with the Developer, on the basis of the reasonable expenditures and savings of those performing the Work attributable to the Change. In such case, and also under Clauses 12.1.3.3 and 12.1.3.4 above, the Contractor shall keep and present, in such form as the Engineer may prescribe, an itemized accounting together with the appropriate supporting data for inclusion in a Change Order. Unless otherwise provided, in the Contract Documents, cost shall be limited to the following: cost of materials, including sales tax and cost of delivery; cost of labor, including social security, old age and unemployment insurance, and fringe benefits required by agreement or custom; workers' or workmen's compensation insurance; bond premiums; rental value of equipment and machinery; and the additional costs of supervision and field office personnel directly attributable to the change. Pending final determination of cost to the District, payments on account shall be made on the Engineer's Certificate for Payment. The amount of credit to be allowed by the Contractor to the District for any deletion or change which results in a net decrease in the Contract Sum will be the amount of the actual net cost as confirmed by the Engineer. When both additions and credits covering related work or substitutions are involved in any one change, the allowance for overhead and profit shall be



figured on the basis of the net increase, if any, with respect to that change. Notwithstanding anything herein seemingly to the contrary, the Engineer, in conjunction with the Developer, shall determine the cost of Change Orders based on unit prices set forth in the Schedule of Estimated Quantities and Unit Prices and/or Schedule of Values to the extent that such unit prices are applicable to the work involved in the Change Order; provided, however, such unit prices shall be subject to adjustment as set forth below in Subparagraph 12.1.5.

12.1.5 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if the quantities originally contemplated are so changed in a proposed Change Order that application of the agreed unit prices to the quantities of Work proposed will cause substantial inequity to the District or the Contractor, the applicable unit prices shall be equitably adjusted.

12.2 CONCEALED CONDITIONS

12.2.1 Should concealed conditions encountered in the performance of the Work below the surface of the ground or should concealed or unknown conditions in an existing structure be at variance with the conditions indicated by the Contract Documents, or should unknown physical conditions below the surface of the ground or should concealed or unknown conditions in an existing structure of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract, be encountered, the Contract Sum shall be equitably adjusted by Change Order upon claim by either party. Notwithstanding the foregoing, however, differing soil types found below the surface of the ground shall not constitute a concealed condition for which an adjustment to the Contract Sum shall be made.

12.3 CLAIMS FOR ADDITIONAL COST

12.3.1 If the Contractor wishes to make a claim for an increase in the Contract Sum, he shall give the Engineer and Developer, prior to work proceeding, notice thereof on the day of the occurrence of the event giving raise to such claim. This notice shall be given by the Contractor before proceeding to execute the Work, except in an emergency endangering life or property in which case the Contractor shall proceed in accordance with Paragraph 10.3. No such claim shall be valid unless so made. If the District and the Contractor cannot agree on the amount of the adjustment in the Contract Sum, it shall be determined by the Engineer. Any change in the Contract Sum resulting from such claim shall be authorized by Change Order.

12.3.2 If the Contractor claims that additional cost is involved because of, but not limited to, (1) any written interpretation pursuant to Subparagraph 2.2.8, (2) any order by the District to stop the Work pursuant to Paragraph 3.3 where the Contractor was not at fault, (3) any written order for a minor change in the Work pursuant to Paragraph 12.4, or (4) failure of payment by the District pursuant to Paragraph 9.7, the Contractor shall make such claim as provided in Subparagraph 12.3.1.

12.3.3 If the District directs the Contractor, directly or indirectly, to perform Work as part of the Contract Documents, which Work the Contractor believes is not included therein, the

Contractor shall advise the District in writing setting forth, in detail, the reasons for the Contractor's contention. Pending further advice from the District, the Contractor shall not proceed with the Work in dispute. After the District has investigated the reasons for the Contractor's contentions, and the District still believes that the disputed Work should be performed by the Contractor, the District will so advise the Contractor. Upon receipt of such advice from the District, the Contractor shall proceed with the disputed Work, forthwith, but the Contractor may, at the same time, advise the District he is doing so under protest. If it is determined by the Engineer that the Contractor is entitled to sums in addition to the Contract Sum on account of such disputed Work, then the District shall escrow the cost of said additions and said amount shall be disbursed upon final decision of the appropriate court of law. Upon payment to the escrow account of such sum, the Contractor waives any right to a lien on any portion of the Project for said sum. If the Engineer determines that the Contractor is not entitled to additions to the Contract Sum, no sum shall be escrowed and the Contractor shall be authorized to pursue his claim in a court of law. In any event, the Contractor shall proceed with the disputed Work during the pendency of any dispute as to his claim for additions to the Contract Sum.

12.4 MINOR CHANGE IN THE WORK

12.4.1 The Engineer will have authority to order minor change in the Work not involving an adjustment in the Contract Sum or an extension of the Contract time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order, and shall be binding on the District and the Contractor. The Contractor shall carry out such written orders promptly.

ARTICLE 13

UNCOVERING AND CORRECTION OF WORK

13.1 UNCOVERING OF WORK

13.1.1 If any portion of the Work should be covered contrary to the request of the Engineer or to requirements specifically expressed in the Contract Documents, it must, if required in writing by the Engineer, be uncovered for his observation and shall be replaced at the Contractor's expense.

13.1.2 If any other portion of the Work has been covered which the Engineer has not specifically requested to observe prior to being covered, the Engineer may request to see such work and it shall be uncovered by the Contractor. If such Work be found in accordance with the Contract Documents, the cost of uncovering and replacement shall, by appropriate Change Order, be charged to the District. If such Work be found not in accordance with the Contract Documents, the Contractor shall pay such costs unless it is found that this condition was caused by the District or a separate contractor as provided in Article 6, in which event the District shall be responsible for the payment of such costs.



13.2 CORRECTION OF WORK

13.2.1 The Contractor shall promptly correct all Work rejected by the Engineer as defective or as failing to conform to the Contract Documents whether observed before or after Substantial Completion and whether or not fabricated, installed or completed. The Contractor shall bear all costs of correcting such rejected Work, including compensation for the Engineer's additional services made necessary thereby.

13.2.2 If, within two years after the date of final acceptance of the Work or designated portion thereof or within two years after acceptance by the District of designated equipment or within such longer period of time as may be prescribed by law or by the terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be defective or not in accordance with the Contract Documents, the Contractor shall correct it promptly after receipt of a written notice from the District to do so unless District has previously given the Contractor a written acceptance of such condition. This obligation shall survive termination of the Contract. In any case wherein fulfilling the requirements of the Contract or of any warranty embraced in or required thereby the Contractor disturbs any Work under the Contract, he shall restore this disturbed Work to a condition satisfactory to the District and the extent provided by manufacturers' or materialmen's or subcontractors' warranties, he shall warrant such restored Work to the same extent as it was originally warranted under the Contract. The provision in this subparagraph regarding the survivability after termination of the Contract of the obligation to correct defective or improper Work shall not be construed to limit the survivability after termination of any other obligation under the Contract with is contemplated to be performed after the termination of the Contract.

13.2.3 The Contractor shall remove from the site all portions of the Work which are defective or non-conforming and which have not been corrected under Subparagraphs 4.5.1, 13.2.1 and 13.2.2, unless removal is waived by the District.

13.2.4 If the Contractor fails to correct defective or non-conforming Work as provided in Subparagraphs 4.5.1, 13.2.1 and 13.2.2, the District may correct it in accordance with Paragraph 3.4.

13.2.5 If the Contractor does not proceed with the correction of such defective or non-conforming Work within a reasonable time fixed by written notice from the Engineer, the District may remove it and may store the materials or equipment at the expense of the Contractor. If the Contractor does not pay the cost of such removal and storage within ten (10) days thereafter, the District may upon ten (10) additional days of written notice sell such Work at auction or private sale and shall account for the net proceeds thereof, after deducting all the costs that should have been borne by the Contractor, including compensation for the Engineer's additional services made necessary thereby. If such proceeds of sale do not cover all costs which the Contractor should have borne, the difference shall be charged to the Contractor and an appropriate Change Order shall be issued. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the District.



13.2.6 The Contractor shall bear the cost of making good all work of the District or separate contractors destroyed or damaged by such correction or removal.

13.2.7 Nothing contained in this Paragraph 13.2 shall be construed to establish a period of limitation with respect to any other obligation which the Contractor might have under the Contract Documents, including Paragraph 4.5 hereof. The establishment of the time period of one year after the Date of Substantial Completion or such longer period of time as may be prescribed by law or by the terms of any warranty required by the Contract Documents relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which his 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 his obligations other than specifically to correct the Work.

13.3 ACCEPTANCE OF DEFECTIVE OR NON-CONFORMING WORK

13.3.1 If the District prefers to accept defective or non-conforming Work, it may do so instead of requiring its removal and correction, in which case a Change Order will be issued to reflect a reduction in the Contract Sum where appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 14

TERMINATION OF THE CONTRACT

14.1 TERMINATION BY THE CONTRACTOR

14.1.1 If through no fault of Contractor, District fails to pay Contractor any sum finally determined under the Contract to be due, then Contractor may, upon thirty (30) days written notice to District (and provided District does not within such notice period pay such sum) terminate the Contract. Upon such termination, Contractor shall be entitled to payment for all Work performed according to its pro rata share of the Contract Sum (based on work completed in relation to all Work required under the Contract Documents). The provisions of this Paragraph 14.1 shall not relieve the Contractor of its obligations to carry on the Work in accordance with the progress schedule and without delay during disputes and disagreements with the District.

14.1.2 In no event shall Contractor be entitled to recovery of damages or restitution in excess of the Contract Sum.

14.2 TERMINATION BY DISTRICT

14.2.1 District shall have the right to terminate the Contract upon failure of Contractor to cure any of the following defaults after fourteen (14) calendar days written notice:

- .1 Failure to commence the Work in accordance with the provisions of the Contract.
- .2 Failure to prosecute the Work to completion thereof in an efficient workmanlike, skillful, careful manner and in strict accordance with Contract Documents.
- .3 Failure to use adequate amount and quality of personnel or equipment to complete the Work without undue delay.
- .4 Allowing any condition to exist which will prevent the completion of the Work within the time specified in the Contract Documents or any extension thereof.
- .5 Failure to perform any of its obligations under the Contract Documents.
- .6 Failure to make prompt payments to its subcontractors, professional consultants, materialmen, or laborers.

In the event of the occurrences described above, the District may do one or more of the following at its sole option:

- .7 Terminate the Contract.
- .8 Exclude the Contractor from the site and take possession of the tools and equipment used by Contractor (without liability of the Contractor for trespass or conversion), incorporate in the Work all materials and equipment stored at the site, or for which the District has paid Contractor and which are stored elsewhere and finish the Work as District may deem expedient.

14.2.2 Where Contractor's services have been terminated by District, termination shall not affect any rights of District against Contractor then existing or which may thereafter accrue. In particular, without limiting the generality of the foregoing, by such termination, the District shall not be deemed to have waived any rights to insist upon timely submittal of any claims by Contractor. Any retention or payment of money due Contractor by District will not release Contractor from liability.

14.2.3 In the event of termination by District, Contractor shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Sum exceeds the direct and indirect cost of completing Work, including compensation for additional



professional services, such excess shall be paid to the Contractor. If such costs exceed such unpaid balance, the Contractor shall pay the difference to the District. In finishing the Work, the District shall seek competitive bids for the Work performed, provided he shall not be required to obtain the lowest price for the Work performed.

14.2.4 In the event of a breach of the Contract by the Contractor in a manner other than a failure to substantially complete the Work within the time prescribed in the Contract Documents, which would result in liquidated damages, the District shall be entitled to recover all damages incurred by the District as a result of said breach. In the event of such breach, District shall have the right to offset against any retainage or any other amounts due the Contractor any damages that the District has incurred. In the event of such breach, the District shall be paid for all costs, plus reasonable attorneys' fees (including attorneys' fees and costs for all appeals and administrative proceedings) resulting from the enforcement of the Contract through legal proceedings or otherwise. Any and all suits for any and every breach of the Contract shall be instituted and maintained in any court of competent jurisdiction.

ARTICLE 15

MISCELLANEOUS

15.1 The Contractor shall be required as a condition of payment to execute any certificates, payment application or other documents required by applicable construction loan or bond financing which will provide a source of funds for the payment of the Contract Sum. Further, to the extent that any construction loan agreement or bond documents (relating to such construction loan or bond financing) conflict with any of the provisions of the Contract Documents, such construction loan agreement or bond documents shall prevail. By way of illustration and not limitation, the Contractor agrees that:

- .1 All time periods, procedures, required documents, and other conditions of, or relating to, Payments and Completion under Article 9, hereof; and
- .2 The form, content, and named insured under any required insurance policies under Article 11, hereof,

shall be superseded by any conflicting provisions set forth by such construction loan agreement and/or bond documents.

15.2 In connection with the performance of the Work under the Contract, the Contractor agrees not to discriminate against any subcontractor, employee or applicant for employment because of race, sex, religion, color, national origin or physical handicap. The Contractor will take affirmative action to ensure that applications are employed, and that employees are treated during employment without regard to race, color, physical handicap, religion, sex or national origin. The aforesaid provisions shall include, but not be limited to, the



following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The Contractor agrees to post hereafter in conspicuous places, available for employees or applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause. The Contractor further agrees to insert the foregoing provision in all contracts hereunder, including contracts or agreement with labor unions and/or worker's representatives, except subcontractors for standard commercial supplies or raw materials.



Exhibit B

Zephyr Lakes Ph 1B, 1C, 2C, 4D

Plan Sheet No.	Plan Sheet Description	Sheet Date	Revision No.	Revision Date
1	Cover Sheet	8/24/2018		10/15/2018
2	General Construction	11/8/2017	1	10/15/2018
2A	Zoning Conditions of Approval	11/8/2017	1	10/15/2018
3	Typical Roadway Sections	11/8/2017	1,1A	10/15/2018
4	Aerial Site Plan	11/8/2017	1	10/15/2018
5	Existing Site Conditions	11/8/2017	1	10/15/2018
6	Master Drainage Plan	11/8/2017	1	10/15/2018
7	Master Drainage Plan	11/8/2017	1	10/15/2018
8	Master Drainage Plan	11/8/2017	1	10/15/2018
9	Master Drainage Plan	11/8/2017	1,1A	10/15/2018
10	Grading and Drainage Plan	11/8/2017	1	10/15/2018
11	Grading and Drainage Plan	11/8/2017	1	10/15/2018
12	Grading and Drainage Plan	11/8/2017	1	10/15/2018
13	Grading and Drainage Plan	11/8/2017	1	10/15/2018
14	Grading and Drainage Plan	11/8/2017	1	10/15/2018
15	Grading and Drainage Plan	11/8/2017	1,1A	10/15/2018
16	Grading and Drainage Plan	11/8/2017	1	10/15/2018
17	Grading and Drainage Plan	11/8/2017	1	10/15/2018
18	Grading and Drainage Plan	11/8/2017	1	10/15/2018
19	Grading and Drainage Plan	11/8/2017	1	10/15/2018
20	Grading and Drainage Plan	11/8/2017	1	10/15/2018
21	Grading and Drainage Plan	11/8/2017	1	10/15/2018
22	Grading and Drainage Plan	11/8/2017	1	10/15/2018
23	Grading and Drainage Plan	11/8/2017	1	10/15/2018
24	Grading and Drainage Plan	11/8/2017	1	10/15/2018
25	Cross Sections	11/8/2017	1	10/15/2018
26	Cross Sections	11/8/2017	1	10/15/2018
27	Cross Sections	11/8/2017	1,1A	10/15/2018
28	Storm Structure Data and Details	11/8/2017		
29	Storm Structure Data and Details	11/8/2017		
30	Control Structure Details	11/8/2017	1	10/1/2018
31	Drainage Details	11/8/2017		

See Additional Information on Last Page of this Exhibit

Exhibit B

Zephyr Lakes Ph 1B, 1C, 2C, 4D

Plan Sheet No.	Plan Sheet Description	Sheet Date	Revision No.	Revision Date
32	Drainage Details	11/8/2017		
33	Drainage Details	11/8/2017		
34	Drainage and Erosion Control Details	11/8/2017		
35	Water and Sanitary Sewer Master Plan	11/8/2017	1A	10/15/2018
36	Water and Sanitary Sewer Master Plan	11/8/2017		
37	Roadway Plan and Profile	11/8/2017	1,1A	10/15/2018
38	Roadway Plan and Profile	11/8/2017	1,1A	10/15/2018
39	Roadway Plan and Profile	11/8/2017	1	10/15/2018
40	Roadway Plan and Profile	11/8/2017		
41	Roadway Plan and Profile	11/8/2017		
42	Roadway Plan and Profile	11/8/2017	1	10/15/2018
43	Roadway Plan and Profile	11/8/2017		
44	Roadway Plan and Profile	11/8/2017		
45	Roadway Plan and Profile	11/8/2017		
46	Roadway Plan and Profile	11/8/2017		
47	Roadway Plan and Profile	11/8/2017	1	10/15/2018
48	Roadway Plan and Profile	11/8/2017	1	10/15/2018
49	Roadway Plan and Profile	11/8/2017		
50	Roadway Plan and Profile	11/8/2017		
51	Roadway Plan and Profile	11/8/2017		
52	Roadway Plan and Profile	11/8/2017		
53	Roadway Plan and Profile	11/8/2017		
54	Roadway Plan and Profile	11/8/2017		
55	Roadway Plan and Profile	11/8/2017		
56	Roadway Plan and Profile	11/8/2017		
57	Roadway Plan and Profile	11/8/2017		
58	Roadway Plan and Profile	11/8/2017		
59	Roadway Plan and Profile	11/8/2017		
60	Roadway Plan and Profile	11/8/2017		
61	Roadway Plan and Profile	11/8/2017		
62	Roadway Plan and Profile	11/8/2017	1	10/15/2018
63	Roadway Plan and Profile	11/8/2017		
64	Roadway Plan and Profile	11/8/2017	1	10/15/2018
65	Roadway Plan and Profile	11/8/2017		
66	Roadway Plan and Profile	11/8/2017		

See Additional Information on Last Page of this Exhibit

Exhibit B

Zephyr Lakes Ph 1B, 1C, 2C, 4D

Plan Sheet No.	Plan Sheet Description	Sheet Date	Revision No.	Revision Date
67	Roadway Plan and Profile	11/8/2017	1	10/15/2018
68	Roadway Plan and Profile	11/8/2017	1	10/15/2018
69	Pump Station No. 1 Details - Site Plan	11/8/2017	1	10/15/2018
70	Pump Station No. 1 Details - Calculations	11/8/2017	1	10/15/2018
71	Pump Station No. 2 Details - Site Plan	11/8/2017	1	10/15/2018
72	Pump Station No. 2 Details - Calculations	11/8/2017	1	10/15/2018
73	Potable Water System Details	11/8/2017		
74	Potable Water System Details	11/8/2017	1	10/15/2018
75	Potable Water System Details	11/8/2017		
76	Reuse Water System Details	11/8/2017		
77	Sanitary Sewer System Details	11/8/2017	1	10/15/2018
78	Sanitary Sewer System Details	11/8/2017		
79	Sidewalk - Signing and Pavement Marking Plan	11/8/2017	1,1A	10/15/2018
80	Sidewalk - Signing and Pavement Marking Plan	11/8/2017	1,1A	10/15/2018
81	Sidewalk - Signing and Pavement Marking Plan	11/8/2017	1A	10/15/2018
82	Sidewalk - Signing and Pavement Marking Plan	11/8/2017	1A	10/15/2018
83	Sidewalk - Signing and Pavement Marking Plan	11/8/2017	1A	10/15/2018
84	Street Tree Plan	11/8/2017	1	10/15/2018
85	Street Tree Plan	11/8/2017	1	10/15/2018
86	Street Tree Plan	11/8/2017	1,1A	10/15/2018
87	Tree Removal and Replacement Plan	11/8/2017	1	10/15/2018
88	Tree Removal and Replacement Plan	11/8/2017	1	10/15/2018
89	Tree Removal and Replacement Plan	11/8/2017	1	10/15/2018
90	Tree Removal and Replacement Plan	11/8/2017	1	10/15/2018
91	Landscape Buffer Zone	11/8/2017	1	10/15/2018
92	Landscape Details	11/8/2017	1	10/15/2018
1 of 1	Pre-Development Drainage Area Map	11/8/2017		4/23/2018
1 of 1	Overall Drainage Area Map	11/8/2017	1	10/15/2018
1 of 4	Drainage Area Map	11/8/2017		
2 of 4	Drainage Area Map	11/8/2017		
3 of 4	Drainage Area Map	11/8/2017		
4 of 4	Drainage Area Map	11/8/2017		
1 of 1	Construction Surface Water Management Plan	11/8/2017	1,1A	10/15/2018

See Additional Information on Last Page of this Exhibit

Exhibit B

Zephyr Lakes Ph 1B, 1C, 2C, 4D

Contract Drawings and Specifications

Number	Name	Date
	Civil - North Region	
11	Grading and Drainage Plan	11/8/2017
12	Grading and Drainage Plan	11/8/2017
13	Grading and Drainage Plan	11/8/2017
14	Grading and Drainage Plan	11/8/2017
15	Grading and Drainage Plan	11/8/2017
16	Grading and Drainage Plan	11/8/2017
17	Grading and Drainage Plan	11/8/2017
18	Grading and Drainage Plan	11/8/2017
19	Grading and Drainage Plan	11/8/2017
20	Grading and Drainage Plan	11/8/2017
21	Grading and Drainage Plan	11/8/2017



(MDG C.C. Breakdown)

Cost Code	Phase / Detail	Value
20.10.20.33(Excavation)	1B	\$52,429.75
20.10.10.31 (Lot Road)	1B	\$244,565.64
20.10.10.32 (Lot Storm)	1B	\$205,826.90
20.10.10.33 (Lot San)	1B	\$347,901.40
20.10.10.34(Lot Water)	1B	\$88,827.90
20.10.10.35(Lot Re-Use)	1B	\$88,827.90
20.10.20.33(Excavation)	1C	\$40,998.45
20.10.10.31 (Lot Road)	1C	\$121,783.55
20.10.10.32 (Lot Storm)	1C	\$88,628.05
20.10.10.33 (Lot San)	1C	\$86,745.05
20.10.10.34(Lot Water)	1C	\$61,261.05
20.10.10.35(Lot Re-Use)	1C	\$61,261.04
20.10.20.33(Excavation)	2C	\$24,612.00
20.10.10.31 (Lot Road)	2C	\$88,524.90
20.10.10.32 (Lot Storm)	2C	\$117,817.90
20.10.10.33 (Lot San)	2C	\$65,430.90
20.10.10.34(Lot Water)	2C	\$48,452.90
20.10.10.35(Lot Re-Use)	2C	\$48,452.91
20.10.20.33(Excavation)	4D	\$33,000
20.10.10.31 (Lot Road)	4D	\$188,836.99
20.10.10.32 (Lot Storm)	4D	\$161,960.99
20.10.10.33 (Lot San)	4D	\$112,163.49
20.10.10.34(Lot Water)	4D	\$82,135.49
20.10.10.35(Lot Re-Use)	4D	\$82,135.47

Exhibit C



**ZEPHYR LAKES
SUBDIVISION PHASE 1B
SUBDIVISION
INFRASTRUCTURE
Schedule of Estimated Quantities
and Unit Prices Bid Summary**

CLEARING & EARTHWORK	\$	104,859.49
PAVING	\$	234,079.50
STORM DRAINAGE	\$	195,341.00
SANITARY SEWER COLLECTION SYSTEM:	\$	337,415.50
WATER DISTRIBUTION SYSTEM:	\$	156,684.00
TOTAL:	\$	1,028,379.49
TOTAL CALENDAR DAYS TO SUBSTANTIAL COMPLETION:		90
TOTAL CALENDAR DAYS TO COMPLETION:		120

The principle items of work and quantities shown herein are approximate only and are furnished solely for the purpose of showing the approximate scope of work to be performed. The Contractor shall examine the site of the work and shall inform himself fully in regard to all conditions pertaining to the place where the work is to be done. It is the Contractor's responsibility to perform his own quantity take-off and shall submit his bid showing the items of all work, unit prices and lump sum price for all work called for in the plans, specifications and contract documents based on his assessment of the omissions in the Contractor's items of work and quantities, and the unit prices shall only be used as a basis of payment to items specifically added or deleted upon change order approved by Owner and Hamilton Engineering & Surveying, Inc., and as a basis for computing partial pay estimates when called for in the contract.

NOTE: Unit prices for all underground construction shall include all costs necessary to comply with the "TRENCH SAFETY ACT" and conform with all Occupational Safety and Health Administration (OSHA) regulations.

Contractor's Name: (Typed or Printed)

Address:

By _____
(Signature)

Title: _____

Telephone No.: _____

Job No.
File Name:
Date:

Exhibit C



ZEPHYR LAKES SUBDIVISION PHASE 1B SUBDIVISION INFRASTRUCTURE

CLEARING & EARTHWORK

Item No.	Description	Unit	Estimated Engineer's Quantity	Contractor's Quantity	Unit Price	Total Amount
	Compliance with requirements of FDEP Generic					
	NPDES Permit	LS	1		\$ 2,500.00	\$ 2,500.00
	Performance Bond	LS	1		\$20,567.59	\$ 20,567.59
	Warranty Bond	LS	1		\$ 2,570.95	\$ 2,570.95
	Clearing and Grubbing	LS	1		\$17,000.00	\$ 17,000.00
	Solid Sod (Side slopes steeper than 5:1) Please supply unit cost for change order purposes.	SY	15432		\$ 3.15	\$ 48,610.80
	Grass and Mulch (Side slopes flatter than 5:1)					
	Please supply unit cost for change order purposes.	SY	2832	4605	\$ 0.45	\$ 1,274.40
	Unclassified Excavation (remove ex. swale)	EA				\$ -
	Wetland and Deleterious Soils Removal (if required)	LS				\$ -
	Off-site Fill (In Place-Compacted) (if required)	CY				\$ -
	On-site Fill (In Place-Compacted) (if required)	CY				\$ -
	Detention Pond " 40 " (complete)	LS	1	N/A	\$ -	\$ -
	Detention Pond " 50 " (complete)	LS	1	N/A	\$ -	\$ -
	Detention Pond " 70 " (complete)	LS	1	N/A	\$ -	\$ -
	Detention Pond " G " (complete)	LS				\$ -
	Detention Pond " " (complete)	LS				\$ -
	Detention Pond " " (complete)	LS				\$ -
	Tree Protection (as required)	LS				\$ -
	Tree Barricade	LF				\$ -
	Swale/Ditch Construction (complete)	LF				\$ -
	Type "V" Drainage Swale	LF				\$ -
	Outfall Sump	LS				\$ -
	Turbidity Barrier	LF				\$ -
	Staked Erosion Control	LF	7049	3531	\$ 1.75	\$ 12,335.75

Lot grading and seeding/mulching not included

TOTAL \$ 104,859.49

By: _____
Checked: _____
Engineer: _____

Exhibit C



ZEPHYR LAKES SUBDIVISION PHASE 1B SUBDIVISION INFRASTRUCTURE

PAVING

Item No.	Description	Unit	Estimated Engineer's Quantity	Contractor's Quantity	Unit Price	Total Amount
	Saw-Cut and Remove Existing Pavement & Curb	SY				\$ -
	Saw-Cut and Remove Existing Shoulder & Pavement	LF				\$ -
	Mill Existing Pavement (" Average Depth)	SY				\$ -
	1" Type FC-9.5 Asphalt Overlay	SY	3681	3748	\$ 6.00	\$ 22,086.00
	" Friction Course Type FC-12.5 w/ Rubber	SY				\$ -
	" Asphaltic Surface Course (Type S-)	SY				\$ -
	1-3/4" Asphaltic Surface Course (Type S- 12.5)	SY				\$ -
	" Type S-P Structural Course (Traffic B)	SY				\$ -
	" Type S-P Structural Course (Traffic C)	SY				\$ -
	" A B C Base Course	SY				\$ -
	" Soil Cement Base Course*	SY				\$ -
	6 " Crushed Concrete Base Course*	SY	3681	3748	\$ 12.00	\$ 44,172.00
	7 " Soil Cement Base Course*	SY				\$ -
	6" Limerock Base Course (LBR)	SY				\$ -
	8" Limerock Base Course (LBR)	SY				\$ -
	12" Compacted Subgrade	SY				\$ -
	12" Stabilized Subgrade	SY	3681	3748	\$ 4.00	\$ 14,724.00
	Type B Stabilization	SY				\$ -
	' Boardwalk	LF				\$ -
	5 ' Concrete Sidewalk (4" Thick)	LF	21	73	\$ 20.00	\$ 420.00
	10 ' Concrete Sidewalk (4" Thick)	LF	1036	1026	\$ 40.00	\$ 41,440.00
	10 ' Concrete Sidewalk (6" Thick)	LF	1010	1023	\$ 45.00	\$ 45,450.00
	ADA Sidewalk Ramp per FDOT Index 304 (Complete)	EA	4	4	\$ 650.00	\$ 2,600.00
	Concrete Miami Curb (Type A) **	LF	3231	3244	\$ 12.50	\$ 40,387.50
	Concrete Curb and Gutter (Type F) **	LF				\$ -
	Concrete Transition Curb**	LF	32	25	\$ 12.50	\$ 400.00
	Concrete Curb**	LF				\$ -
	Concrete Curb **	LF				\$ -
	Concrete Drop Curb** (L.F. does not include transit)	LF	32	25	\$ 12.50	\$ 400.00
	Concrete Flume (complete)	EA				\$ -
	Concrete Intersection Valley Gutter (complete)	EA				\$ -
	"T" Type Turnaround (install)	EA	1	1	\$ 16,500.00	\$ 16,500.00
	"T" Type Turnaround (remove)	EA	1	1	\$ 3,500.00	\$ 3,500.00
	Dead End Barricade (install)	EA	1	1	\$ 1,500.00	\$ 1,500.00
	Dead End Barricade (remove)	EA	1	1	\$ 500.00	\$ 500.00
TOTAL						\$ 234,079.50

* The contractor shall base his bid on constructing the soil cement base with full blend borrow material with a minimum seven (7) day compressive strength of 300 psi for _____ inch (") soil cement base. If additional cement material is required at the time of construction due to the contractor wanting to mix when slightly excessive moisture is present or if "wet spots" are encountered, then the contractor is responsible for the additional cost.

** All cost for stabilization under curb shall be included in the unit price for the curb.

By: _____
 Checked: _____
 Engineer: _____

Exhibit C



ZEPHYR LAKES SUBDIVISION PHASE 1B SUBDIVISION INFRASTRUCTURE

STORM DRAINAGE SYSTEM

Item No.	Description	Unit	Estimated Engineer's Quantity	Contractor's Quantity	Unit Price	Total Amount
6" Underdrain		LF				\$ -
8" Underdrain		LF				\$ -
8" Underdrain (Coarse Aggregate)		LF				\$ -
Underdrain Non-Perforated		LF				\$ -
Underdrain Tee/Wye		EA				\$ -
Underdrain Bend		EA				\$ -
6" Underdrain Cleanout		EA				\$ -
8" Underdrain Cleanout		EA				\$ -
6" PVC		LF				\$ -
8" PVC		LF				\$ -
10" PVC		LF				\$ -
12" PVC RCP		LF				\$ -
15" RCP		LF	182	182	\$ 30.00	\$ 5,460.00
18" RCP		LF	455	455	\$ 40.00	\$ 18,200.00
24" RCP		LF	502	502	\$ 48.00	\$ 24,096.00
30" RCP		LF				\$ -
36" RCP		LF	421	0	\$ 85.00	\$ 35,785.00
42" RCP		LF				\$ -
48" RCP		LF	355	0	\$ 120.00	\$ 42,600.00
54" RCP		LF				\$ -
60" RCP		LF				\$ -
72" RCP		LF				\$ -
19" x 30" RCP		LF				\$ -
29" x 45" RCP		LF				\$ -
38" x 60" RCP		LF				\$ -
Yard Drain		EA				\$ -
1" PVC Junction Box		EA				\$ -
Type 1 Curb Inlet 3' - 6" x 4' - 0" Box		EA	7	7	\$ 2,900.00	\$ 20,300.00
Type 1 Curb Inlet 4' - 0" x 4' - 0" Box		EA				\$ -
Type 1 Curb Inlet 4' - 0" x 5' - 0" Box		EA				\$ -
Type 2 Curb Inlet 3' - 6" x 4' - 0" Box		EA	2	2	\$ 3,600.00	\$ 7,200.00
Type 1 Curb Inlet 5' - 0" x 5' - 0" Box		EA				\$ -
Type 1 2 3 4 P J Curb Inlet (Box)		EA				\$ -
Type 1 2 3 4 P J Curb Inlet (Box)		EA				\$ -
Type 1 2 3 4 P J Curb Inlet (Box)		EA				\$ -
Type 2 Curb Inlet (3' - 6" x 4' - 0" Box)		EA				\$ -
Type 2 Curb Inlet (4' - 0" x 4' - 0" Box)		EA				\$ -
Type Curb Inlet (1' - 0" x 1' - 0" Box)		EA				\$ -
Type C Ditch Bottom Grate Top Inlet		EA				\$ -
Type D Ditch Bottom Grate Top Inlet		EA				\$ -
Type E Ditch Bottom Grate Top Inlet		EA				\$ -
Type Ditch Bottom Grate Top Inlet		EA				\$ -
Type P Manhole		EA	1	1	\$ 2,500.00	\$ 2,500.00
Type J Manhole		EA	4	0	\$ 4,500.00	\$ 18,000.00
Control Structure 40 (Wall)		LS				\$ -
Control Structure D (complete)		LS	2	0	\$ 4,600.00	\$ 9,200.00
Control Structure G (complete)		LS				\$ -
Control Structure (WALL)		LS				\$ -
Control Structure (WALL)		LS				\$ -
Control Structure (WALL)		LS				\$ -
Control Structure (complete)		LS				\$ -
Structure # (complete)		LS				\$ -
Mitered End Section 18" RCP		EA				\$ -
Mitered End Section 24" RCP		EA	3	3	\$ 1,500.00	\$ 4,500.00
Mitered End Section 36" RCP		EA	1	0	\$ 3,000.00	\$ 3,000.00
Mitered End Section 48" RCP		EA	1	0	\$ 4,500.00	\$ 4,500.00
Mitered End Section " RCP		EA				\$ -
Flared End Section 42" RCP		EA				\$ -
Flared End Section " RCP		EA				\$ -

Exhibit C



ZEPHYR LAKES SUBDIVISION PHASE 1B SUBDIVISION INFRASTRUCTURE

STORM DRAINAGE SYSTEM

Item No.	Description	Unit	Estimated Engineer's Quantity	Contractor's Quantity	Unit Price	Total Amount
	Flared End Section _____ " RCP	EA				\$ -
	Flared End Section _____ " RCP	EA				\$ -
	Plug _____ " RCP Structure # _____	LS				\$ -
	Plug _____ " RCP Structure # _____	LS				\$ -
	Structure # _____ with Temp Concrete Tops	LS				\$ -
	Structure # _____ with Temp Concrete Tops	LS				\$ -
	Structure # _____ (Complete)	LS				\$ -
	Structure # _____ (Complete)	LS				\$ -
	Remove Temp tops & Const Perm Tops	EA				\$ -
	Remove Ex. Pipe & Ex. MES	EA				\$ -
TOTAL						\$ 195,341.00

By: _____

Checked: _____

Engineer: _____

Exhibit C



ZEPHYR LAKES SUBDIVISION PHASE 1B SUBDIVISION INFRASTRUCTURE

SANITARY SEWAGE COLLECTION SYSTEM						
Item No.	Description	Unit	Estimated Engineer's Quantity	Contractor's Quantity	Unit Price	Total Amount
8"	PVC (0' - 6' Cut)	LF				\$ -
8" C 900	PVC (0' - 6' Cut)	LF				\$ -
8"	PVC (6' - 8' Cut)	LF	123	90	\$ 24.00	\$ 2,952.00
8" C 900	PVC (6' - 8' Cut)	LF				\$ -
8"	PVC (8' - 10' Cut)	LF	693	790	\$ 24.50	\$ 16,978.50
8"	PVC (10' - 12' Cut)	LF	540	360	\$ 26.00	\$ 14,040.00
8"	PVC (12' - 14' Cut)	LF				\$ -
8"	PVC (14' - 16' Cut)	LF		180		\$ -
8"	PVC (16' - 18' Cut)	LF	398	476	\$ 29.00	\$ 11,542.00
8"	PVC (18' - 20' Cut)	LF	96		\$ 30.00	\$ 2,880.00
8"	PVC (20' - 22' Cut)	LF				\$ -
8"	PVC (22' - 24' Cut)	LF				\$ -
8"	PVC (24' - 26' Cut)	LF				\$ -
8"	PVC (26' - 28' Cut)	LF				\$ -
8"	PVC (28' - 30' Cut)	LF				\$ -
8"	PVC (30' - 32' Cut)	LF				\$ -
"	PVC (18' - 20' Cut)	LF				\$ -
"	PVC (22' - 24' Cut)	LF				\$ -
	Standard Manhole (0' - 6' Cut)	EA	1		\$ 2,800.00	\$ 2,800.00
	Standard Manhole (6' - 8' Cut)	EA		1		\$ -
	Standard Manhole (8' - 10' Cut)	EA	4	4	\$ 4,100.00	\$ 16,400.00
	Standard Manhole (10' - 12' Cut)	EA	2	3	\$ 6,000.00	\$ 12,000.00
	Standard Manhole (12' - 14' Cut)	EA				\$ -
	Standard Manhole (14' - 16' Cut)	EA		1		\$ -
	Standard Manhole (16' - 18' Cut)	EA	2	3	\$ 10,000.00	\$ 20,000.00
	Standard Manhole (18' - 20' Cut)	EA	1	1	\$ 11,000.00	\$ 11,000.00
	Standard Manhole (22' - 24' Cut)	EA				\$ -
	Standard Manhole (24' - 26' Cut)	EA				\$ -
	Standard Manhole (26' - 28' Cut)	EA				\$ -
	Standard Manhole (28' - 30' Cut)	EA				\$ -
	Standard Manhole (30' - 32' Cut)	EA				\$ -
	Drop Manhole (14' - 16' Cut)	EA	1	0	\$ 8,500.00	\$ 8,500.00
	Drop Manhole (16' - 18' Cut)	EA	1	0	\$ 9,500.00	\$ 9,500.00
	Drop Manhole (22' - 24' Cut)	EA				\$ -
	Drop Manhole (24' - 26' Cut)	EA				\$ -
	Drop Manhole (28' - 30' Cut)	EA				\$ -
	Drop Manhole (- ' - ' Cut)	EA				\$ -
	Drop Manhole (- ' - ' Cut)	EA				\$ -
	Watertight Manhole Seals	LS				\$ -
	Remove Plug and Connect to Existing Sanitary Sewer Manhole	LS				\$ -
	Adjust Existing Sanitary Manholes to Finished Asphalt Grade	LS				\$ -
	Core and Connect to Existing Sanitary Sewer Manhole	LS				\$ -
	8" Plug and Stub	EA	2	0	\$ 1,000.00	\$ 2,000.00
	10" Plug and Stub	EA				\$ -
	12" Plug and Stub	EA				\$ -
	8" x 4" Tee Wye	EA	6	6	\$ 125.00	\$ 750.00
	8" x 6" Tee Wye	EA	23	21	\$ 135.00	\$ 3,105.00
	" x 4" Tee Wye	EA				\$ -
	" x 6" Tee Wye	EA				\$ -
	Single Sewer Service Connection *	EA	6	6	\$ 450.00	\$ 2,700.00
	4" Sewer Service Connection *	EA				\$ -
	Double Sewer Service Connection *	EA	23	23	\$ 650.00	\$ 14,950.00
	6" Sewer Service Connection *	EA				\$ -
	4" PVC Service Pipe	LF	165	174	\$ 15.00	\$ 2,475.00
	6" PVC Service Pipe	LF	645	639	\$ 17.00	\$ 10,965.00
	Pump Station (complete) (24' - 26' Cut)	LS	1	1	\$ 150,000.00	\$ 150,000.00
	Pump Station (complete) (- ' Cut)	LS				\$ -

**ZEPHYR LAKES SUBDIVISION PHASE 1B
SUBDIVISION INFRASTRUCTURE**

SANITARY SEWAGE COLLECTION SYSTEM						
Item No.	Description	Unit	Estimated Engineer's Quantity	Contractor's Quantity	Unit Price	Total Amount
	" Jack and Bore for FM connection (complete)	LF				\$ -
	" x " Tapping Sleeve and Valve	EA				\$ -
4	" PVC Forcemain	LF	1203	1085	\$ 16.00	\$ 19,248.00
	" PVC Forcemain	LF				\$ -
	" Gate Valve	EA				\$ -
	" Gate Valve	EA				\$ -
	" 11¼° Bend	EA				\$ -
4	" 22½° Bend	EA	1	1	\$ 400.00	\$ 400.00
	" 45° Bend	EA				\$ -
4	" 90° Bend	EA	2	2	\$ 365.00	\$ 730.00
	Air Release Valve **	EA				\$ -
	6" Plug Valve	EA				\$ -
	Shock Pad (Contingency)	EA				\$ -
	Joint Restraint	LS	1	1	\$ 1,500.00	\$ 1,500.00
					TOTAL	\$ 3374.50

*** Shall consist of all pipe, valves, tees, fittings or any other appurtenances comprising a complete working assembly.**

Exhibit C



ZEPHYR LAKES SUBDIVISION PHASE 1B SUBDIVISION INFRASTRUCTURE

WATER DISTRIBUTION SYSTEM

Item No.	Description	Unit	Estimated Engineer's Quantity	Contractor's Quantity	Unit Price	Total Amount
	Install Temporary Backflow Assembly	LF				\$ -
	Remove Plug and Connect to Existing 6" Water Main	LS	1		\$ 1,250.00	\$ 1,250.00
	Remove Blow-off and Connect to Existing 4" Water Main	LS				\$ -
	Connect to Existing " Water Main	LS				\$ -
	Jack and Bore for WM connection (complete)	LS				\$ -
	" Steel Casing Pipe	LF				\$ -
	" x " Tapping Sleeve and Valve	EA				\$ -
	1" PE Water Main	LF	178	1139	\$ 10.00	\$ 1,780.00
	4" PVC Water Main	LF	419	442	\$ 16.00	\$ 6,704.00
	6" PVC Water Main	LF	2879	2938	\$ 18.00	\$ 51,822.00
	8" PVC Water Main	LF				\$ -
	10" PVC Water Main	LF				\$ -
	" Water Main	LF				\$ -
	4" Plug	EA	2	0	\$ 200.00	\$ 400.00
	6" Plug	EA	2	2	\$ 250.00	\$ 500.00
	8" Plug	EA				\$ -
	10" Plug	EA				\$ -
	" Plug	EA				\$ -
	2" Gate Valve	EA				\$ -
	4" Gate Valve	EA	2	2	\$ 950.00	\$ 1,900.00
	6" Gate Valve	EA	10	15	\$ 1,350.00	\$ 13,500.00
	8" Gate Valve	EA				\$ -
	10" Gate Valve	EA				\$ -
	12" Gate Valve	EA				\$ -
	" Gate Valve	EA				\$ -
	" Butterfly Valve	EA				\$ -
	2" 11¼° Bend	EA				\$ -
	2" 22½° Bend	EA				\$ -
	2" 45° Bend	EA				\$ -
	2" 90° Bend	EA				\$ -
	4" 11¼° Bend	EA				\$ -
	4" 22½° Bend	EA				\$ -
	4" 45° Bend	EA				\$ -
	4" 90° Bend	EA				\$ -
	6" 11¼° Bend	EA				\$ -
	6" 22½° Bend	EA				\$ -
	6" 45° Bend	EA	8	14	\$ 315.00	\$ 2,520.00
	6" 90° Bend	EA				\$ -
	8" 11¼° Bend	EA				\$ -
	8" 22½° Bend	EA				\$ -
	8" 45° Bend	EA				\$ -
	8" 90° Bend	EA				\$ -
	" 11¼° Bend	EA				\$ -
	" 22½° Bend	EA				\$ -
	" 45° Bend	EA				\$ -
	" 90° Bend	EA				\$ -
	4" x 4" Tee	EA				\$ -
	6" x 6" Tee	EA	1	1	\$ 400.00	\$ 400.00
	6" x 4" Tee	EA	1	1	\$ 375.00	\$ 375.00
	4" x 4" Tee	EA				\$ -
	6" x 6" Tee	EA				\$ -
	6" x 1" Tee	EA	1	1	\$ 250.00	\$ 250.00
	" x " Cross	EA				\$ -
	" x " Cross	EA				\$ -
	" x " Cross	EA				\$ -
	12" x 8" Reducer	EA				\$ -
	6" x 4" Reducer	EA				\$ -

Exhibit C



**ZEPHYR LAKES SUBDIVISION PHASE 1B
SUBDIVISION INFRASTRUCTURE**

WATER DISTRIBUTION SYSTEM

Item No.	Description	Unit	Estimated Engineer's Quantity	Contractor's Quantity	Unit Price	Total Amount
—" x —" Reducer		EA				\$ -
—" x —" Reducer		EA				\$ -
—" x —" Reducer		EA				\$ -
Fire Hydrant Assembly *		EA	3	3	\$ 4,000.00	\$ 12,000.00
Blow-off Assembly *		EA	2	3	\$ 625.00	\$ 1,250.00
2" Sleeve		LF	59	136	\$ 5.00	\$ 295.00
3" Sleeve		LF	648	600	\$ 6.00	\$ 3,888.00
6" Sleeve		LF				\$ -
Water Service Sleeve		LF				\$ -
Single Service (Short) **		EA	53	53	\$ 450.00	\$ 23,850.00
Single Service (Long) **		EA	50	51	\$ 650.00	\$ 32,500.00
Shock Pad (Contingency)		EA				\$ -
Joint Restraint		LS	1	0	\$ 1,500.00	\$ 1,500.00
TOTAL						\$ 156,684.00

By:
Checked:
Engineer:

- * Shall consist of all pipe, valves, tees, fittings or any other appurtenances comprising a complete working assembly.
 ** Shall consist of all corporation stops, curb stops, pipe or tubing or any other appurtenances comprising a complete water service.

Exhibit C



ZEPHYR LAKES SUBDIVISION PHASE 1C SUBDIVISION INFRASTRUCTURE

SUBDIVISION INFRASTRUCTURE Schedule of Estimated Quantities and Unit Prices Bid Summary

CLEARING & EARTHWORK	\$ 51,363.69
PAVING	\$ 119,710.50
STORM DRAINAGE	\$ 86,555.00
SANITARY SEWER COLLECTION SYSTEM:	\$ 84,672.00
WATER DISTRIBUTION SYSTEM:	\$ 118,376.00
TOTAL:	\$ 460,677.19
TOTAL CALENDAR DAYS TO SUBSTANTIAL COMPLETION:	75
TOTAL CALENDAR DAYS TO COMPLETION:	105

The principle items of work and quantities shown herein are approximate only and are furnished solely for the purpose of showing the approximate scope of work to be performed. The Contractor shall examine the site of the work and shall inform himself fully in regard to all conditions pertaining to the place where the work is to be done. It is the Contractor's responsibility to perform his own quantity take-off and shall submit his bid showing the items of all work, unit prices and lump sum price for all work called for in the plans, specifications and contract documents based on his assessment of the omissions in the Contractor's items of work and quantities, and the unit prices shall only be used as a basis of payment to items specifically added or deleted upon change order approved by Owner and Hamilton Engineering & Surveying, Inc., and as a basis for computing partial pay estimates when called for in the contract.

NOTE: Unit prices for all underground construction shall include all costs necessary to comply with the "TRENCH SAFETY ACT" and conform with all Occupational Safety and Health Administration (OSHA) regulations.

Contractor's Name: (Typed or Printed)

Address:

By _____
(Signature)

Title: _____

Telephone No.: _____

Job No.
File Name:
Date:



Exhibit C

ZEPHYR LAKES SUBDIVISION PHASE 1C SUBDIVISION INFRASTRUCTURE

CLEARING & EARTHWORK

Item No.	Description	Unit	Estimated Engineer's Quantity	Contractor's Quantity	Unit Price	Total Amount
	Compliance with requirements of FDEP Generic NPDES Permit	LS	1	1	\$ 2,500.00	\$ 2,500.00
	Performance Bond	LS	1	1	\$ 9,213.54	\$ 9,213.54
	Warranty Bond	LS	1	1	\$ 1,151.69	\$ 1,151.69
	Clearing and Grubbing	LS	1	1	\$32,000.00	\$ 32,000.00
	Solid Sod (Side slopes steeper than 5:1) Please supply unit cost for change order purposes.	SY				\$ -
	Grass and Mulch (Side slopes flatter than 5:1) Please supply unit cost for change order purposes.	SY	2163	3534	\$ 0.65	\$ 1,405.95
	Unclassified Excavation (remove ex. swale)	EA				\$ -
	Wetland and Deleterious Soils Removal (if required)	LS				\$ -
	Off-site Fill (In Place-Compacted) (if required)	CY				\$ -
	On-site Fill (In Place-Compacted) (if required)	CY				\$ -
	Detention Pond " C " (complete)	LS				\$ -
	Detention Pond " D " (complete)	LS				\$ -
	Detention Pond " F " (complete)	LS				\$ -
	Detention Pond " G " (complete)	LS				\$ -
	Detention Pond " " (complete)	LS				\$ -
	Detention Pond " " (complete)	LS				\$ -
	Tree Protection (as required)	LS				\$ -
	Tree Barricade	LF				\$ -
	Swale/Ditch Construction (complete)	LF				\$ -
	Type "V" Drainage Swale	LF				\$ -
	Outfall Sump	LS				\$ -
	Turbidity Barrier	LF				\$ -
	Staked Erosion Control	LF	2910	2881	\$ 1.75	\$ 5,092.50

Lot grading and seeding/mulching not included

TOTAL \$ 51,363.69

By: _____
Checked: _____
Engineer: _____



Exhibit C

ZEPHYR LAKES SUBDIVISION PHASE 1C SUBDIVISION INFRASTRUCTURE

PAVING

Item No.	Description	Unit	Estimated Engineer's Quantity	Contractor's Quantity	Unit Price	Total Amount
	Saw-Cut and Remove Existing Pavement & Curb	SY				\$ -
	Saw-Cut and Remove Existing Shoulder & Pavement	LF				\$ -
	Mill Existing Pavement (" Average Depth)	SY				\$ -
	1" Type FC-9.5 Asphalt Overlay	SY	2834	2899	\$ 6.00	\$ 17,004.00
	" Friction Course Type FC-12.5 w/ Rubber	SY				\$ -
	" Asphaltic Surface Course (Type S-)	SY				\$ -
	1-3/4" Asphaltic Surface Course (Type S- 12.5)	SY				\$ -
	" Type S-P Structural Course (Traffic B)	SY				\$ -
	" Type S-P Structural Course (Traffic C)	SY				\$ -
	" A B C Base Course	SY				\$ -
	" Soil Cement Base Course*	SY				\$ -
	6 " Crushed Concrete Base Course*	SY	2834	2899	\$ 12.00	\$ 34,008.00
	7 " Soil Cement Base Course*	SY				\$ -
	6" Limerock Base Course (LBR)	SY				\$ -
	8" Limerock Base Course (LBR)	SY				\$ -
	12" Compacted Subgrade	SY				\$ -
	12" Stabilized Subgrade	SY	2834	2899	\$ 4.00	\$ 11,336.00
	Type B Stabilization	SY				\$ -
	' Boardwalk	LF				\$ -
	16' Concrete Sidewalk	LF				\$ -
	5 ' Concrete Sidewalk (4" Thick)	LF		89	\$ 20.00	\$ -
	5 ' Concrete Sidewalk (6" Thick)	LF				\$ -
	ADA Sidewalk Ramp per FDOT Index 304 (Complete)	EA	6	6	\$ 650.00	\$ 3,900.00
	Concrete Miami Curb (Type A) **	LF	2469	2470	\$ 12.50	\$ 30,862.50
	Concrete Curb and Gutter (Type F) **	LF				\$ -
	Concrete Curb (Type D) **	LF				\$ -
	Concrete Curb**	LF				\$ -
	Concrete Curb **	LF				\$ -
	Concrete Drop Curb** (L.F. does not include transition)	LF	48		\$ 12.50	\$ 600.00
	Concrete Flume (complete)	EA				\$ -
	Concrete Intersection Valley Gutter (complete)	EA				\$ -
	"T" Type Turnaround (install)	EA	1	1	\$ 16,500.00	\$ 16,500.00
	"T" Type Turnaround (remove)	EA	1	1	\$ 3,500.00	\$ 3,500.00
	Dead End Barricade (install)	EA	1	1	\$ 1,500.00	\$ 1,500.00
	Dead End Barricade (remove)	EA	1	1	\$ 500.00	\$ 500.00
TOTAL						\$ 119,710.50

* The contractor shall base his bid on constructing the soil cement base with full blend borrow material with a minimum seven (7) day compressive strength of 300 psi for _____ inch (") soil cement base. If additional cement material is required at the time of construction due to the contractor wanting to mix when slightly excessive moisture is present or if "wet spots" are encountered, then the contractor is responsible for the additional cost.

** All cost for stabilization under curb shall be included in the unit price for the curb.

By: _____
Checked: _____
Engineer: _____



Exhibit C

ZEPHYR LAKES SUBDIVISION PHASE 1C SUBDIVISION INFRASTRUCTURE

STORM DRAINAGE SYSTEM

Item No.	Description	Unit	Estimated Engineer's Quantity	Contractor's Quantity	Unit Price	Total Amount
6" Underdrain		LF				\$ -
8" Underdrain		LF				\$ -
8" Underdrain (Coarse Aggregate)		LF				\$ -
Underdrain Non-Perforated		LF				\$ -
Underdrain Tee/Wye		EA				\$ -
Underdrain Bend		EA				\$ -
6" Underdrain Cleanout		EA				\$ -
8" Underdrain Cleanout		EA				\$ -
6" PVC		LF				\$ -
8" PVC		LF				\$ -
10" PVC		LF				\$ -
12" PVC RCP		LF				\$ -
15" RCP		LF	38	38	\$ 30.00	\$ 1,140.00
18" RCP		LF				\$ -
24" RCP		LF				\$ -
30" RCP		LF	159	159	\$ 65.00	\$ 10,335.00
36" RCP		LF				\$ -
42" RCP		LF				\$ -
48" RCP		LF	379	0	\$ 120.00	\$ 45,480.00
54" RCP		LF				\$ -
60" RCP		LF				\$ -
72" RCP		LF				\$ -
19" x 30" RCP		LF				\$ -
29" x 45" RCP		LF				\$ -
38" x 60" RCP		LF				\$ -
Yard Drain		EA				\$ -
" PVC Junction Box		EA				\$ -
Type 1 Curb Inlet 3' - 6" x 4' - 0" Box		EA	1	1	\$ 2,900.00	\$ 2,900.00
Type 1 Curb Inlet 4' - 0" x 4' - 0" Box		EA				\$ -
Type 1 Curb Inlet 4' - 0" x 5' - 0" Box		EA				\$ -
Type 2 Curb Inlet 3' - 6" x 4' - 0" Box		EA	1	1	\$ 3,600.00	\$ 3,600.00
Type 1 Curb Inlet 5' - 0" x 5' - 0" Box		EA	2	2	\$ 5,500.00	\$ 11,000.00
Type 1 2 3 4 P J Curb Inlet (Box)		EA				\$ -
Type 1 2 3 4 P J Curb Inlet (Box)		EA				\$ -
Type 1 2 3 4 P J Curb Inlet (Box)		EA				\$ -
Type 2 Curb Inlet (3' - 6" x 4' - 0" Box)		EA				\$ -
Type 2 Curb Inlet (4' - 0" x 4' - 0" Box)		EA				\$ -
Type Curb Inlet (x' - " x ' - " Box)		EA				\$ -
Type C Ditch Bottom Grate Top Inlet		EA				\$ -
Type D Ditch Bottom Grate Top Inlet		EA				\$ -
Type E Ditch Bottom Grate Top Inlet		EA				\$ -
Type Ditch Bottom Grate Top Inlet		EA				\$ -
Type P Manhole		EA				\$ -
Type J Manhole		EA				\$ -
Control Structure (Wall)		LS				\$ -
Control Structure D (complete)		LS				\$ -
Control Structure 40 (complete)		LS	1	0	\$ 4,600.00	\$ 4,600.00
Control Structure (WALL)		LS				\$ -
Control Structure (WALL)		LS				\$ -
Control Structure (WALL)		LS				\$ -
Control Structure (complete)		LS				\$ -
Structure # (complete)		LS				\$ -
Mitered End Section 18" RCP		EA				\$ -
Mitered End Section 24" RCP		EA				\$ -
Mitered End Section 30" RCP		EA	1	1	\$ 3,000.00	\$ 3,000.00
Mitered End Section 48" RCP		EA	1		\$ 4,500.00	\$ 4,500.00
Mitered End Section " RCP		EA				\$ -
Flared End Section 42" RCP		EA				\$ -
Flared End Section " RCP		EA				\$ -



Exhibit C

ZEPHYR LAKES SUBDIVISION PHASE 1C SUBDIVISION INFRASTRUCTURE

STORM DRAINAGE SYSTEM

Item No.	Description	Unit	Estimated Engineer's Quantity	Contractor's Quantity	Unit Price	Total Amount
	Flared End Section _____ " RCP	EA				\$ -
	Flared End Section _____ " RCP	EA				\$ -
	Plug _____ " RCP Structure # _____	LS				\$ -
	Plug _____ " RCP Structure # _____	LS				\$ -
	Structure # _____ with Temp Concrete Tops	LS				\$ -
	Structure # _____ with Temp Concrete Tops	LS				\$ -
	Structure # _____ (Complete)	LS				\$ -
	Structure # _____ (Complete)	LS				\$ -
	Remove Temp tops & Const Perm Tops	EA				\$ -
	Remove Ex. Pipe & Ex. MES	EA				\$ -
TOTAL						\$ 86,555.00

By: _____
 Checked: _____
 Engineer: _____

Exhibit C



ZEPHYR LAKES SUBDIVISION PHASE 1C SUBDIVISION INFRASTRUCTURE

SANITARY SEWAGE COLLECTION SYSTEM						
Item No.	Description	Unit	Estimated Engineer's Quantity	Contractor's Quantity	Unit Price	Total Amount
8"	PVC (0' - 6' Cut)	LF	79	100	\$ 23.00	\$ 1,817.00
8"	C 900 PVC (0' - 6' Cut)	LF				\$ -
8"	PVC (6' - 8' Cut)	LF	229	240	\$ 24.00	\$ 5,496.00
8"	C 900 PVC (6' - 8' Cut)	LF				\$ -
8"	PVC (8' - 10' Cut)	LF	502	500	\$ 24.50	\$ 12,299.00
8"	PVC (10' - 12' Cut)	LF	387	100	\$ 26.00	\$ 10,062.00
8"	PVC (12' - 14' Cut)	LF				\$ -
8"	PVC (14' - 16' Cut)	LF				\$ -
8"	PVC (16' - 18' Cut)	LF				\$ -
8"	PVC (18' - 20' Cut)	LF				\$ -
8"	PVC (20' - 22' Cut)	LF				\$ -
8"	PVC (22' - 24' Cut)	LF				\$ -
8"	PVC (24' - 26' Cut)	LF				\$ -
8"	PVC (26' - 28' Cut)	LF				\$ -
8"	PVC (28' - 30' Cut)	LF				\$ -
8"	PVC (30' - 32' Cut)	LF				\$ -
"	PVC (18' - 20' Cut)	LF				\$ -
"	PVC (22' - 24' Cut)	LF				\$ -
	Standard Manhole (0' - 6' Cut)	EA	1	1	\$ 2,800.00	\$ 2,800.00
	Standard Manhole (6' - 8' Cut)	EA	1	1	\$ 3,400.00	\$ 3,400.00
	Standard Manhole (8' - 10' Cut)	EA	2	2	\$ 4,100.00	\$ 8,200.00
	Standard Manhole (10' - 12' Cut)	EA	2	2	\$ 6,000.00	\$ 12,000.00
	Standard Manhole (12' - 14' Cut)	EA				\$ -
	Standard Manhole (14' - 16' Cut)	EA				\$ -
	Standard Manhole (16' - 18' Cut)	EA				\$ -
	Standard Manhole (18' - 20' Cut)	EA				\$ -
	Standard Manhole (22' - 24' Cut)	EA				\$ -
	Standard Manhole (24' - 26' Cut)	EA				\$ -
	Standard Manhole (26' - 28' Cut)	EA				\$ -
	Standard Manhole (28' - 30' Cut)	EA				\$ -
	Standard Manhole (30' - 32' Cut)	EA				\$ -
	Drop Manhole (14' - 16' Cut)	EA				\$ -
	Drop Manhole (16' - 18' Cut)	EA				\$ -
	Drop Manhole (22' - 24' Cut)	EA				\$ -
	Drop Manhole (24' - 26' Cut)	EA				\$ -
	Drop Manhole (28' - 30' Cut)	EA				\$ -
	Drop Manhole (- ' - ' Cut)	EA				\$ -
	Drop Manhole (- ' - ' Cut)	EA				\$ -
	Watertight Manhole Seals	LS				\$ -
	Remove Plug and Connect to Existing Sanitary Sewer Manhole	LS	1	0	\$ 1,000.00	\$ 1,000.00
	Adjust Existing Sanitary Manholes to Finished Asphalt Grade	LS				\$ -
	Core and Connect to Existing Sanitary Sewer Manhole	LS	1	0	\$ 1,500.00	\$ 1,500.00
	8" Plug and Stub	EA				\$ -
	10" Plug and Stub	EA				\$ -
	12" Plug and Stub	EA				\$ -
	8" x 4" Tee Wye	EA	2	1	\$ 125.00	\$ 250.00
	8" x 6" Tee Wye	EA	19	18	\$ 135.00	\$ 2,565.00
	" x 4" Tee Wye	EA				\$ -
	" x 6" Tee Wye	EA				\$ -
	Single Sewer Service Connection *	EA	2	2	\$ 450.00	\$ 900.00
	4" Sewer Service Connection *	EA				\$ -
	Double Sewer Service Connection *	EA	19	19	\$ 650.00	\$ 12,350.00
	6" Sewer Service Connection *	EA				\$ -
	4" PVC Service Pipe	LF	58	59	\$ 15.00	\$ 870.00
	6" PVC Service Pipe	LF	539	536	\$ 17.00	\$ 9,163.00
	Pump Station (complete) (24' - 26' Cut)	LS				\$ -
	Pump Station (complete) (- ' - ' Cut)	LS				\$ -

Exhibit C

SANITARY SEWAGE COLLECTION SYSTEM					
Item No.	Description	Unit	Estimated Engineer's Quantity	Contractor's Quantity	Total Amount
	" Jack and Bore for FM connection (complete)	LF			\$ -
	" x " Tapping Sleeve and Valve	EA			\$ -
4	" PVC Forcemain	LF			\$ -
	" PVC Forcemain	LF			\$ -
	" Gate Valve	EA			\$ -
	" Gate Valve	EA			\$ -
	" 11¼° Bend	EA			\$ -
4	" 22½° Bend	EA			\$ -
	" 45° Bend	EA			\$ -
4	" 90° Bend	EA			\$ -
	Air Release Valve **	EA			\$ -
	6" Plug Valve	EA			\$ -
	Shock Pad (Contingency)	EA			\$ -
	Joint Restraint	LS			\$ -
				TOTAL	\$ 84,672.00

By: _____
Checked: _____
Engineer: _____

* Shall consist of all bends, tees, plugs, cleanouts or any other appurtenances comprising a complete service.
** Shall consist of all pipe, valves, tees, fittings or any other appurtenances comprising a complete working assembly.



Exhibit C

ZEPHYR LAKES SUBDIVISION PHASE 1C SUBDIVISION INFRASTRUCTURE

WATER DISTRIBUTION SYSTEM

Item No.	Description	Unit	Estimated Engineer's Quantity	Contractor's Quantity	Unit Price	Total Amount
	Install Temporary Backflow Assembly	LF				\$ -
	Remove Plug and Connect to Existing 6" Water Main	LS				\$ -
	Remove Blow-off and Connect to Existing 4" Water Main	LS	1	1	\$ 1,250.00	\$ 1,250.00
	Connect to Existing " Water Main	LS				\$ -
	Jack and Bore for WM connection (complete)	LS				\$ -
	" Steel Casing Pipe	LF				\$ -
	" x " Tapping Sleeve and Valve	EA				\$ -
	2" PE Water Main	LF				\$ -
	4" PVC Water Main	LF	1264	1252	\$ 16.00	\$ 20,224.00
	6" PVC Water Main	LF	1282	1300	\$ 18.00	\$ 23,076.00
	8" PVC Water Main	LF				\$ -
	10" PVC Water Main	LF				\$ -
	" Water Main	LF				\$ -
	4" Plug	EA	1	1	\$ 200.00	\$ 200.00
	6" Plug	EA	2	1	\$ 250.00	\$ 500.00
	8" Plug	EA				\$ -
	10" Plug	EA				\$ -
	" Plug	EA				\$ -
	2" Gate Valve	EA				\$ -
	4" Gate Valve	EA	5	5	\$ 950.00	\$ 4,750.00
	6" Gate Valve	EA	5	7	\$ 1,350.00	\$ 6,750.00
	8" Gate Valve	EA				\$ -
	10" Gate Valve	EA				\$ -
	12" Gate Valve	EA				\$ -
	" Gate Valve	EA				\$ -
	" Butterfly Valve	EA				\$ -
	2" 11¼° Bend	EA				\$ -
	2" 22½° Bend	EA				\$ -
	2" 45° Bend	EA				\$ -
	2" 90° Bend	EA				\$ -
	4" 11¼° Bend	EA				\$ -
	4" 22½° Bend	EA				\$ -
	4" 45° Bend	EA	2	6	\$ 275.00	\$ 550.00
	4" 90° Bend	EA				\$ -
	6" 11¼° Bend	EA				\$ -
	6" 22½° Bend	EA				\$ -
	6" 45° Bend	EA	4	0	\$ 315.00	\$ 1,260.00
	6" 90° Bend	EA				\$ -
	8" 11¼° Bend	EA				\$ -
	8" 22½° Bend	EA				\$ -
	8" 45° Bend	EA				\$ -
	8" 90° Bend	EA				\$ -
	" 11¼° Bend	EA				\$ -
	" 22½° Bend	EA				\$ -
	" 45° Bend	EA				\$ -
	" 90° Bend	EA				\$ -
	4" x 4" Tee	EA	1	1	\$ 375.00	\$ 375.00
	6" x 6" Tee	EA	1	1	\$ 400.00	\$ 400.00
	6" x 4" Tee	EA				\$ -
	4" x 4" Tee	EA				\$ -
	6" x 6" Tee	EA				\$ -
	" x " Tee	EA				\$ -
	" x " Cross	EA				\$ -
	" x " Cross	EA				\$ -
	" x " Cross	EA				\$ -
	12" x 8" Reducer	EA				\$ -
	6" x 4" Reducer	EA				\$ -

Exhibit C



**ZEPHYR LAKES SUBDIVISION PHASE 1C
SUBDIVISION INFRASTRUCTURE**

WATER DISTRIBUTION SYSTEM

Item No.	Description	Unit	Estimated Engineer's Quantity	Contractor's Quantity	Unit Price	Total Amount
—" x —" Reducer		EA				\$ -
—" x —" Reducer		EA				\$ -
—" x —" Reducer		EA				\$ -
Fire Hydrant Assembly *		EA	2	2	\$ 4,000.00	\$ 8,000.00
Blow-off Assembly *		EA	2			\$ -
2" Sleeve		LF	135	163	\$ 5.00	\$ 675.00
3" Sleeve		LF	486	441	\$ 6.00	\$ 2,916.00
6" Sleeve		LF				\$ -
Water Service Sleeve		LF				\$ -
Single Service (Short) **		EA	40	40	\$ 450.00	\$ 18,000.00
Single Service (Long) **		EA	43	40	\$ 650.00	\$ 27,950.00
Shock Pad (Contingency)		EA				\$ -
Joint Restraint		LS	1		\$ 1,500.00	\$ 1,500.00
TOTAL						\$ 118,376.00

By:
Checked:
Engineer:

* Shall consist of all pipe, valves, tees, fittings or any other appurtenances comprising a complete working assembly.

** Shall consist of all corporation stops, curb stops, pipe or tubing or any other appurtenances comprising a complete water service.



Exhibit C

**ZEPHYR LAKES
PHASE 2C
SUBDIVISION INFRASTRUCTURE**

**SUBDIVISION INFRASTRUCTURE
Schedule of Estimated Quantities and Unit Prices
Bid Summary**

CLEARING & EARTHWORK	\$	45,376.51
PAVING	\$	84,372.00
STORM DRAINAGE	\$	113,665.00
SANITARY SEWER COLLECTION SYSTEM:	\$	61,278.00
WATER DISTRIBUTION SYSTEM:	\$	88,600.00
TOTAL:	\$	393,291.51
TOTAL CALENDAR DAYS TO SUBSTANTIAL COMPLETION:		75
TOTAL CALENDAR DAYS TO COMPLETION:		105

The principle items of work and quantities shown herein are approximate only and are furnished solely for the purpose of showing the approximate scope of work to be performed. The Contractor shall examine the site of the work and shall inform himself fully in regard to all conditions pertaining to the place where the work is to be done. It is the Contractor's responsibility to perform his own quantity take-off and shall submit his bid showing the items of all work, unit prices and lump sum price for all work called for in the plans, specifications and contract documents based on his assessment of the omissions in the Contractor's items of work and quantities, and the unit prices shall only be used as a basis of payment to items specifically added or deleted upon change order approved by Owner and Hamilton Engineering & Surveying, Inc., and as a basis for computing partial pay estimates when called for in the contract.

NOTE: Unit prices for all underground construction shall include all costs necessary to comply with the "TRENCH SAFETY ACT" and conform with all Occupational Safety and Health Administration (OSHA) regulations.

Contractor's Name: (Typed or Printed)

Address:

By _____
(Signature)

Title: _____

Telephone No.: _____

Job No.
File Name:
Date:



Exhibit C

**SUBDIVISION PHASE
SUBDIVISION INFRASTRUCTURE**

CLEARING & EARTHWORK

Item No.	Description	Unit	Estimated Engineer's Quantity	Contractor's Quantity	Unit Price	Total Amount
	Compliance with requirements of FDEP Generic NPDES Permit	LS	1		\$ 2,500.00	\$ 2,500.00
	Performance Bond	LS	1		\$18,457.34	\$ 18,457.34
	Warranty Bond	LS	1		\$ 2,307.17	\$ 2,307.17
	Clearing and Grubbing	LS	1		\$17,000.00	\$ 17,000.00
	Solid Sod (Side slopes steeper than 5:1) Please supply unit cost for change order purposes.	SY				\$ -
	Grass and Mulch (Side slopes flatter than 5:1)					
	Please supply unit cost for change order purposes.	SY	1500	2530	\$ 0.65	\$ 975.00
	Unclassified Excavation (remove ex. swale)	EA				\$ -
	Wetland and Deleterious Soils Removal (if required)	LS				\$ -
	Off-site Fill (In Place-Compacted) (if required)	CY				\$ -
	On-site Fill (In Place-Compacted) (if required)	CY				\$ -
	Detention Pond " C " (complete)	LS				\$ -
	Detention Pond " D " (complete)	LS				\$ -
	Detention Pond " F " (complete)	LS				\$ -
	Detention Pond " G " (complete)	LS				\$ -
	Detention Pond " " (complete)	LS				\$ -
	Detention Pond " " (complete)	LS				\$ -
	Tree Protection (as required)	LS				\$ -
	Tree Barricade	LF				\$ -
	Swale/Ditch Construction (complete)	LF				\$ -
	Type "V" Drainage Swale	LF				\$ -
	Outfall Sump	LS				\$ -
	Turbidity Barrier	LF				\$ -
	Staked Erosion Control	LF	2364	2432	\$ 1.75	\$ 4,137.00

Lot grading and seeding/mulch not included.

TOTAL \$ 45,376.51

By: _____
Checked: _____
Engineer: _____



Exhibit C

SUBDIVISION PHASE SUBDIVISION INFRASTRUCTURE

PAVING

Item No.	Description	Unit	Estimated Engineer's Quantity	Contractor's Quantity	Unit Price	Total Amount
	Saw-Cut and Remove Existing Pavement & Curb	SY				\$ -
	Saw-Cut and Remove Existing Shoulder & Pavement	LF				\$ -
	Mill Existing Pavement (" Average Depth)	SY				\$ -
	1" Type FC-9.5 Asphalt Overlay	SY	1876	1946	\$ 6.00	\$ 11,256.00
	" Friction Course Type FC-12.5 w/ Rubber	SY				\$ -
	" Asphaltic Surface Course (Type S-)	SY				\$ -
	1-3/4" Asphaltic Surface Course (Type S- 12.5)	SY				\$ -
	" Type S-P Structural Course (Traffic B)	SY				\$ -
	" Type S-P Structural Course (Traffic C)	SY				\$ -
	" A B C Base Course	SY				\$ -
	" Soil Cement Base Course*	SY				\$ -
	6" Crushed Concrete Base Course*	SY	1876	1946	\$ 12.00	\$ 22,512.00
	7" Soil Cement Base Course*	SY				\$ -
	6" Limerock Base Course (LBR)	SY				\$ -
	8" Limerock Base Course (LBR)	SY				\$ -
	12" Compacted Subgrade	SY				\$ -
	12" Stabilized Subgrade	SY	1876	1946	\$ 4.00	\$ 7,504.00
	Type B Stabilization	SY				\$ -
	' Boardwalk	LF				\$ -
	16' Concrete Sidewalk	LF				\$ -
	5' Concrete Sidewalk (4" Thick)	LF				\$ -
	5' Concrete Sidewalk (6" Thick)	LF				\$ -
	ADA Sidewalk Ramp per FDOT Index 304 (Complete)	EA				\$ -
	Concrete Miami Curb (Type A) **	LF	1688	1753	\$ 12.50	\$ 21,100.00
	Concrete Curb and Gutter (Type F) **	LF				\$ -
	Concrete Curb (Type D) **	LF				\$ -
	Concrete Curb**	LF				\$ -
	Concrete Curb **	LF				\$ -
	Concrete Drop Curb** (L.F. does not include transit)	LF				\$ -
	Concrete Flume (complete)	EA				\$ -
	Concrete Intersection Valley Gutter (complete)	EA				\$ -
	"T" Type Turnaround (install)	EA	1	1	\$ 16,500.00	\$ 16,500.00
	"T" Type Turnaround (remove)	EA	1	1	\$ 3,500.00	\$ 3,500.00
	Dead End Barricade (install)	EA	1	1	\$ 1,500.00	\$ 1,500.00
	Dead End Barricade (remove)	EA	1	1	\$ 500.00	\$ 500.00
TOTAL						\$ 84,372.00

* The contractor shall base his bid on constructing the soil cement base with full blend borrow material with a minimum seven (7) day compressive strength of 300 psi for _____ inch (") soil cement base. If additional cement material is required at the time of construction due to the contractor wanting to mix when slightly excessive moisture is present or if "wet spots" are encountered, then the contractor is responsible for the additional cost.

** All cost for stabilization under curb shall be included in the unit price for the curb.

By: _____
 Checked: _____
 Engineer: _____



Exhibit C

SUBDIVISION PHASE 2C SUBDIVISION INFRASTRUCTURE

STORM DRAINAGE SYSTEM

Item No.	Description	Unit	Estimated Engineer's Quantity	Contractor's Quantity	Unit Price	Total Amount
6" Underdrain		LF				\$ -
8" Underdrain		LF				\$ -
8" Underdrain (Coarse Aggregate)		LF				\$ -
Underdrain Non-Perforated		LF				\$ -
Underdrain Tee/Wye		EA				\$ -
Underdrain Bend		EA				\$ -
6" Underdrain Cleanout		EA				\$ -
8" Underdrain Cleanout		EA				\$ -
6" PVC		LF				\$ -
8" PVC		LF				\$ -
10" PVC		LF				\$ -
12" PVC RCP		LF				\$ -
15" RCP		LF				\$ -
18" RCP		LF	299	0	\$ 40.00	\$ 11,960.00
24" RCP		LF				\$ -
30" RCP		LF	329	329	\$ 85.00	\$ 27,965.00
36" RCP		LF				\$ -
42" RCP		LF				\$ -
48" RCP		LF	377	0	\$ 120.00	\$ 45,240.00
54" RCP		LF				\$ -
60" RCP		LF				\$ -
72" RCP		LF				\$ -
19" x 30" RCP		LF				\$ -
29" x 45" RCP		LF				\$ -
38" x 60" RCP		LF				\$ -
Yard Drain		EA				\$ -
Underdrain PVC Junction Box		EA				\$ -
Type 1 Curb Inlet 3' - 6" x 4' - 0" Box		EA	2	1	\$ 2,900.00	\$ 5,800.00
Type 1 Curb Inlet 4' - 0" x 4' - 0" Box		EA	1	1	\$ 3,200.00	\$ 3,200.00
Type 1 Curb Inlet 4' - 0" x 5' - 0" Box		EA	1			\$ -
Type 2 Curb Inlet 3' - 6" x 4' - 0" Box		EA	1	1	\$ 3,600.00	\$ 3,600.00
Type 1 Curb Inlet 5' - 0" x 5' - 0" Box		EA	2	2	\$ 5,200.00	\$ 10,400.00
Type 1 2 3 4 P J Curb Inlet (Box)		EA				\$ -
Type 1 2 3 4 P J Curb Inlet (Box)		EA				\$ -
Type 1 2 3 4 P J Curb Inlet (Box)		EA				\$ -
Type 2 Curb Inlet (3' - 6" x 4' - 0" Box)		EA				\$ -
Type 2 Curb Inlet (4' - 0" x 4' - 0" Box)		EA				\$ -
Type Curb Inlet (' - " x ' - " Box)		EA				\$ -
Type C Ditch Bottom Grate Top Inlet		EA				\$ -
Type D Ditch Bottom Grate Top Inlet		EA				\$ -
Type E Ditch Bottom Grate Top Inlet		EA				\$ -
Type Ditch Bottom Grate Top Inlet		EA				\$ -
Type P Manhole		EA	1	1	\$ 2,500.00	\$ 2,500.00
Type J Manhole		EA				\$ -
Control Structure 40 (Wall)		LS				\$ -
Control Structure D (complete)		LS				\$ -
Control Structure G (complete)		LS				\$ -
Control Structure (WALL)		LS				\$ -
Control Structure (WALL)		LS				\$ -
Control Structure (WALL)		LS				\$ -
Control Structure (complete)		LS				\$ -
Structure # (complete)		LS				\$ -
Mitered End Section 18" RCP		EA				\$ -
Mitered End Section 24" RCP		EA				\$ -
Mitered End Section 30" RCP		EA	1	1	\$ 3,000.00	\$ 3,000.00
Mitered End Section 48" RCP		EA	1			\$ -
Mitered End Section " RCP		EA				\$ -
Flared End Section 42" RCP		EA				\$ -
Flared End Section " RCP		EA				\$ -

Exhibit C



**SUBDIVISION PHASE 2C
SUBDIVISION INFRASTRUCTURE**

STORM DRAINAGE SYSTEM

Item No.	Description	Unit	Estimated Engineer's Quantity	Contractor's Quantity	Unit Price	Total Amount
	Flared End Section _____ " RCP	EA				\$ -
	Flared End Section _____ " RCP	EA				\$ -
	Plug _____ " RCP Structure # _____	LS				\$ -
	Plug _____ " RCP Structure # _____	LS				\$ -
	Structure # _____ with Temp Concrete Tops	LS				\$ -
	Structure # _____ with Temp Concrete Tops	LS				\$ -
	Structure # _____ (Complete)	LS				\$ -
	Structure # _____ (Complete)	LS				\$ -
	Remove Temp tops & Const Perm Tops	EA				\$ -
	Remove Ex. Pipe & Ex. MES	EA				\$ -
TOTAL						\$ 113,665.00

By: _____
 Checked: _____
 Engineer: _____

Exhibit C



**SUBDIVISION PHASE 2C
SUBDIVISION INFRASTRUCTURE**

SANITARY SEWAGE COLLECTION SYSTEM						
Item No.	Description	Unit	Estimated Engineer's Quantity	Contractor's Quantity	Unit Price	Total Amount
8"	PVC (0' - 6' Cut)	LF	70	0	\$ 23.00	\$ 1,610.00
8" C 900	PVC (0' - 6' Cut)	LF				\$ -
8"	PVC (6' - 8' Cut)	LF	190	260	\$ 24.00	\$ 4,560.00
8" C 900	PVC (6' - 8' Cut)	LF				\$ -
8"	PVC (8' - 10' Cut)	LF	400	260	\$ 24.50	\$ 9,800.00
8"	PVC (10' - 12' Cut)	LF	160	300	\$ 26.00	\$ 4,160.00
8"	PVC (12' - 14' Cut)	LF				\$ -
8"	PVC (14' - 16' Cut)	LF				\$ -
8"	PVC (16' - 18' Cut)	LF				\$ -
8"	PVC (18' - 20' Cut)	LF				\$ -
8"	PVC (20' - 22' Cut)	LF				\$ -
8"	PVC (22' - 24' Cut)	LF				\$ -
8"	PVC (24' - 26' Cut)	LF				\$ -
8"	PVC (26' - 28' Cut)	LF				\$ -
8"	PVC (28' - 30' Cut)	LF				\$ -
8"	PVC (30' - 32' Cut)	LF				\$ -
"	PVC (18' - 20' Cut)	LF				\$ -
"	PVC (22' - 24' Cut)	LF				\$ -
	Standard Manhole (0' - 6' Cut)	EA	1	1	\$ 2,800.00	\$ 2,800.00
	Standard Manhole (6' - 8' Cut)	EA				\$ -
	Standard Manhole (8' - 10' Cut)	EA	2	2	\$ 4,100.00	\$ 8,200.00
	Standard Manhole (10' - 12' Cut)	EA	1	1	\$ 6,000.00	\$ 6,000.00
	Standard Manhole (12' - 14' Cut)	EA				\$ -
	Standard Manhole (14' - 16' Cut)	EA				\$ -
	Standard Manhole (16' - 18' Cut)	EA				\$ -
	Standard Manhole (18' - 20' Cut)	EA				\$ -
	Standard Manhole (22' - 24' Cut)	EA				\$ -
	Standard Manhole (24' - 26' Cut)	EA				\$ -
	Standard Manhole (26' - 28' Cut)	EA				\$ -
	Standard Manhole (28' - 30' Cut)	EA				\$ -
	Standard Manhole (30' - 32' Cut)	EA				\$ -
	Drop Manhole (14' - 16' Cut)	EA				\$ -
	Drop Manhole (16' - 18' Cut)	EA				\$ -
	Drop Manhole (22' - 24' Cut)	EA				\$ -
	Drop Manhole (24' - 26' Cut)	EA				\$ -
	Drop Manhole (28' - 30' Cut)	EA				\$ -
	Drop Manhole (- ' - ' Cut)	EA				\$ -
	Drop Manhole (- ' - ' Cut)	EA				\$ -
	Watertight Manhole Seals	LS				\$ -
	Remove Plug and Connect to Existing Sanitary Sewer Manhole	LS	1	1	\$ 1,500.00	\$ 1,500.00
	Adjust Existing Sanitary Manholes to Finished Asphalt Grade	LS				\$ -
	Core and Connect to Existing Sanitary Sewer Manhole	LS				\$ -
	8" Plug and Stub	EA				\$ -
	10" Plug and Stub	EA				\$ -
	12" Plug and Stub	EA				\$ -
	8" x 4" Tee Wye	EA	4	4	\$ 125.00	\$ 500.00
	8" x 6" Tee Wye	EA	15	14	\$ 135.00	\$ 2,025.00
	" x 4" Tee Wye	EA				\$ -
	" x 6" Tee Wye	EA				\$ -
	Single Sewer Service Connection *	EA	4	4	\$ 450.00	\$ 1,800.00
	4" Sewer Service Connection *	EA				\$ -
	Double Sewer Service Connection *	EA	15	15	\$ 650.00	\$ 9,750.00
	6" Sewer Service Connection *	EA				\$ -
	4" PVC Service Pipe	LF	108	216	\$ 15.00	\$ 1,620.00
	6" PVC Service Pipe	LF	409	400	\$ 17.00	\$ 6,953.00
	Pump Station (complete) (24 - 26 ' Cut)	LS				\$ -
	Pump Station (complete) (- - ' Cut)	LS				\$ -

**SUBDIVISION PHASE 2C
SUBDIVISION INFRASTRUCTURE**

Page 7 of 9
B.R.W. Contracting, Inc
2522 Hunt Road, Land O Lakes, FL 34639
Office 813-996-5882 Fax 813-996-1129



Exhibit C

**SUBDIVISION PHASE 2C
SUBDIVISION INFRASTRUCTURE**

WATER DISTRIBUTION SYSTEM

Item No.	Description	Unit	Estimated Engineer's Quantity	Contractor's Quantity	Unit Price	Total Amount
	Install Temporary Backflow Assembly	LF				\$ -
	Remove Plug and Connect to Existing 6" Water Main	LS	1	1	\$ 1,250.00	\$ 1,250.00
	Remove Blow-off and Connect to Existing 4" Water Main	LS	1	1	\$ 1,250.00	\$ 1,250.00
	Connect to Existing " Water Main	LS				\$ -
	Jack and Bore for WM connection (complete)	LS				\$ -
	" Steel Casing Pipe	LF				\$ -
	" x " Tapping Sleeve and Valve	EA				\$ -
	2" PE Water Main	LF				\$ -
	4" PVC Water Main	LF				\$ -
	6" PVC Water Main	LF	1688	1716	\$ 18.00	\$ 30,384.00
	8" PVC Water Main	LF				\$ -
	10" PVC Water Main	LF				\$ -
	" Water Main	LF				\$ -
	4" Plug	EA	1			\$ -
	6" Plug	EA	2	4	\$ 250.00	\$ 500.00
	8" Plug	EA				\$ -
	10" Plug	EA				\$ -
	" Plug	EA				\$ -
	2" Gate Valve	EA				\$ -
	4" Gate Valve	EA	1			\$ -
	6" Gate Valve	EA	4	8	\$ 1,350.00	\$ 5,400.00
	8" Gate Valve	EA				\$ -
	10" Gate Valve	EA				\$ -
	12" Gate Valve	EA				\$ -
	" Gate Valve	EA				\$ -
	" Butterfly Valve	EA				\$ -
	2" 11¼° Bend	EA				\$ -
	2" 22½° Bend	EA				\$ -
	2" 45° Bend	EA				\$ -
	2" 90° Bend	EA				\$ -
	4" 11¼° Bend	EA				\$ -
	4" 22½° Bend	EA				\$ -
	4" 45° Bend	EA				\$ -
	4" 90° Bend	EA				\$ -
	6" 11¼° Bend	EA				\$ -
	6" 22½° Bend	EA				\$ -
	6" 45° Bend	EA	8	8	\$ 315.00	\$ 2,520.00
	6" 90° Bend	EA				\$ -
	8" 11¼° Bend	EA				\$ -
	8" 22½° Bend	EA				\$ -
	8" 45° Bend	EA				\$ -
	8" 90° Bend	EA				\$ -
	" 11¼° Bend	EA				\$ -
	" 22½° Bend	EA				\$ -
	" 45° Bend	EA				\$ -
	" 90° Bend	EA				\$ -
	4" x 4" Tee	EA				\$ -
	6" x 6" Tee	EA				\$ -
	6" x 4" Tee	EA				\$ -
	4" x 4" Tee	EA				\$ -
	6" x 6" Tee	EA				\$ -
	" x " Tee	EA				\$ -
	" x " Cross	EA				\$ -
	" x " Cross	EA				\$ -
	" x " Cross	EA				\$ -
	12" x 8" Reducer	EA				\$ -
	6" x 4" Reducer	EA				\$ -



Exhibit C

**SUBDIVISION PHASE 2C
SUBDIVISION INFRASTRUCTURE**

WATER DISTRIBUTION SYSTEM

Item No.	Description	Unit	Estimated Engineer's Quantity	Contractor's Quantity	Unit Price	Total Amount
	" x " Reducer	EA				\$ -
	" x " Reducer	EA				\$ -
	" x " Reducer	EA				\$ -
	Fire Hydrant Assembly *	EA	2	2	\$ 4,000.00	\$ 8,000.00
	Blow-off Assembly *	EA	2	3	\$ 625.00	\$ 1,250.00
	2" Sleeve	LF	108	103	\$ 5.00	\$ 540.00
	3" Sleeve	LF	351	363	\$ 6.00	\$ 2,106.00
	6" Sleeve	LF				\$ -
	Water Service Sleeve	LF				\$ -
	Single Service (Short) **	EA	32	33	\$ 450.00	\$ 14,400.00
	Single Service (Long) **	EA	30	30	\$ 650.00	\$ 19,500.00
	Shock Pad (Contingency)	EA				\$ -
	Joint Restraint	LS	1		\$ 1,500.00	\$ 1,500.00

TOTAL \$ 88,600.00

By:
Checked:
Engineer:

* Shall consist of all pipe, valves, tees, fittings or any other appurtenances comprising a complete working assembly.

** Shall consist of all corporation stops, curb stops, pipe or tubing or any other appurtenances comprising a complete water service.

Exhibit C



**ZEPHYR LAKES
PHASE 4D
SUBDIVISION INFRASTRUCTURE**

**SUBDIVISION INFRASTRUCTURE
Schedule of Estimated Quantities and Unit Prices
Bid Summary**

CLEARING & EARTHWORK	<u>\$ 56,844.93</u>
PAVING	<u>\$ 184,068.00</u>
STORM DRAINAGE	<u>\$ 157,192.00</u>
SANITARY SEWER COLLECTION SYSTEM:	<u>\$ 107,394.50</u>
WATER DISTRIBUTION SYSTEM:	<u>\$ 154,733.00</u>
TOTAL:	<u>\$ 660,232.43</u>
TOTAL CALENDAR DAYS TO SUBSTANTIAL COMPLETION:	<u>90</u>
TOTAL CALENDAR DAYS TO COMPLETION:	<u>105</u>

The principle items of work and quantities shown herein are approximate only and are furnished solely for showing the approximate scope of work to be performed. The Contractor shall examine the site of the inform himself fully in regard to all conditions pertaining to the place where the work is to be done. It is the responsibility to perform his own quantity take-off and shall submit his bid showing the items of all work, and lump sum price for all work called for in the plans, specifications and contract documents based on his of the omissions in the Contractor's items of work and quantities, and the unit prices shall only be used as a basis of payment to items specifically added or deleted upon change order approved by Owner and Hamilton Engin and as a basis for computing partial pay estimates when called for in the contract.

NOTE: Unit prices for all underground construction shall include all costs necessary to comply with the "FL SAFETY ACT" and conform with all Occupational Safety and Health Administration (OSHA) regula

Contractor's Name: (Typed or Printed)

Address:

By _____
(Signature)

Title: _____

Telephone No.: _____

Job No.

File Name:

Date:

Exhibit C

**ZEPHYR LAKES
PHASE 4D
SUBDIVISION INFRASTRUCTURE**



Exhibit C



SUBDIVISION PHASE SUBDIVISION INFRASTRUCTURE

CLEARING & EARTHWORK

Item No.	Description	Unit	Estimated Engineer's Quantity	Contractor's Quantity	Unit Price	Total Amount
	NPDES Permit	LS	1		\$ 2,500.00	\$ 2,500.00
	Performance Bond	LS	1		\$ 13,204.65	\$ 13,204.65
	Warranty Bond	LS	1		\$ 1,650.58	\$ 1,650.58
	Clearing and Grubbing	LS	1		\$ 33,000.00	\$ 33,000.00
	Solid Sod (Side slopes steeper than 5:1) Please supply unit cost for change order purposes.	SY				\$ -
	Grass and Mulch (Side slopes flatter than 5:1) Please supply unit cost for change order purposes.	SY	4291	3942	\$ 0.45	\$ 1,930.95
	Unclassified Excavation (remove ex. swale)	EA				\$ -
	Wetland and Deleterious Soils Removal (if require)	LS				\$ -
	Off-site Fill (In Place-Compacted) (if required)	CY				\$ -
	On-site Fill (In Place-Compacted) (if required)	CY				\$ -
	Detention Pond " C " (complete)	LS				\$ -
	Detention Pond " D " (complete)	LS				\$ -
	Detention Pond " F " (complete)	LS				\$ -
	Detention Pond " G " (complete)	LS				\$ -
	Detention Pond " " (complete)	LS				\$ -
	Detention Pond " " (complete)	LS				\$ -
	Tree Protection (as required)	LS				\$ -
	Tree Barricade	LF				\$ -
	Swale/Ditch Construction (complete)	LF				\$ -
	Type "V" Drainage Swale	LF				\$ -
	Outfall Sump	LS				\$ -
	Turbidity Barrier	LF				\$ -
	Staked Erosion Control	LF	2605	2723	\$ 1.75	\$ 4,558.75

Lot grading and seeding/mulching not included

TOTAL \$ 56,844.93

By: _____
 Checked: _____
 Engineer: _____

Exhibit C



SUBDIVISION PHASE SUBDIVISION INFRASTRUCTURE

PAVING

Item No.	Description	Unit	Estimated Quantity	Engir Contractor's Quantity	Unit Price	Total Amount
	Saw-Cut and Remove Existing Pavement & Curb	SY				\$ -
	Saw-Cut and Remove Existing Shoulder & Pavement	LF				\$ -
	Mill Existing Pavement (" Average Depth)	SY				\$ -
	1" Type FC-9.5 Asphalt Overlay	SY	3634		\$ 6.00	\$ 21,804.00
	" Friction Course Type FC-12.5 w/ Rubber	SY				\$ -
	" Asphaltic Surface Course (Type S-)	SY				\$ -
	1-3/4" Asphaltic Surface Course (Type S- 12.5)	SY				\$ -
	" Type S-P Structural Course (Traffic B)	SY				\$ -
	" Type S-P Structural Course (Traffic C)	SY				\$ -
	" A B C Base Course	SY				\$ -
	" Soil Cement Base Course*	SY				\$ -
	6" Crushed Concrete Base Course*	SY	3634		\$ 12.00	\$ 43,608.00
	7" Soil Cement Base Course*	SY				\$ -
	6" Limerock Base Course (LBR)	SY				\$ -
	8" Limerock Base Course (LBR)	SY				\$ -
	12" Compacted Subgrade	SY				\$ -
	12" Stabilized Subgrade	SY	3634		\$ 4.00	\$ 14,536.00
	Type B Stabilization	SY				\$ -
	' Boardwalk	LF				\$ -
	16' Concrete Sidewalk	LF				\$ -
	5' Concrete Sidewalk (4" Thick)	LF	466		\$ 20.00	\$ 9,320.00
	5' Concrete Sidewalk (6" Thick)	LF	418		\$ 25.00	\$ 10,450.00
	ADA Sidewalk Ramp per FDOT Index 304 (Comple	EA	16		\$ 650.00	\$ 10,400.00
	Concrete Miami Curb (Type A) **	LF	2850		\$ 12.50	\$ 35,625.00
	Concrete Curb and Gutter (Type F) **	LF				\$ -
	Concrete Curb (Type D) **	LF				\$ -
	Concrete Curb**	LF				\$ -
	Concrete Curb **	LF				\$ -
	Concrete Drop Curb** (L.F. does not include transiti	LF	186		\$ 12.50	\$ 2,325.00
	Concrete Flume (complete)	EA				\$ -
	Concrete Intersection Valley Gutter (complete)	EA				\$ -
	"T" Type Turnaround (install)	EA	2		\$ 16,500.00	\$ 33,000.00
	"T" Type Turnaround (remove)	EA				\$ -
	Dead End Barricade (install)	EA	2		\$ 1,500.00	\$ 3,000.00
	Dead End Barricade (remove)	EA				\$ -
TOTAL						\$ 184,068.00

* The contractor shall base his bid on constructing the soil cement base with full blend borrow material with a minimum seven (7) day compressive strength of 300 psi for _____ inch (") soil cement base. If additional cement material is required at the time of construction due to the contractor wanting to mix when slightly excessive moisture is present or if "wet spots" are encountered, then the contractor is responsible for the additional cost.

** All cost for stabilization under curb shall be included in the unit price for the curb.

By: _____
 Checked: _____
 Engineer: _____

Exhibit C



SUBDIVISION PHASE SUBDIVISION INFRASTRUCTURE

STORM DRAINAGE SYSTEM

Item No.	Description	Estimated Eng	Contractor	Unit	Quantity	Quantity	Unit Price	Total Amount
6" Underdrain		LF						\$ -
8" Underdrain		LF						\$ -
8" Underdrain (Coarse Aggregate)		LF						\$ -
" Underdrain Non-Perforated		LF						\$ -
" Underdrain Tee/Wye		EA						\$ -
" Underdrain Bend		EA						\$ -
6" Underdrain Cleanout		EA						\$ -
8" Underdrain Cleanout		EA						\$ -
6" PVC		LF						\$ -
8" PVC		LF						\$ -
10" PVC		LF						\$ -
12" PVC RCP		LF						\$ -
15" RCP		LF	372	92		\$ 30.00		\$ 11,160.00
18" RCP		LF						\$ -
24" RCP		LF	344	444		\$ 48.00		\$ 16,512.00
30" RCP		LF	352	352		\$ 75.00		\$ 26,400.00
36" RCP		LF						\$ -
42" RCP		LF	36	36		\$ 105.00		\$ 3,780.00
48" RCP		LF	442	247		\$ 120.00		\$ 53,040.00
54" RCP		LF						\$ -
60" RCP		LF						\$ -
72" RCP		LF						\$ -
19" x 30" RCP		LF						\$ -
29" x 45" RCP		LF						\$ -
38" x 60" RCP		LF						\$ -
Yard Drain		EA						\$ -
" PVC Junction Box		EA						\$ -
Type 1 Curb Inlet 3' - 6" x 4' - 0" Box		EA	5	4		\$ 2,900.00		\$ 14,500.00
Type 1 Curb Inlet 5' - 0" x 5' - 0" Box		EA	1	1		\$ 5,200.00		\$ 5,200.00
Type 2 Curb Inlet 3' - 6" x 4' - 0" Box		EA	1	1		\$ 3,600.00		\$ 3,600.00
Type 2 Curb Inlet 5' - 0" x 5' - 0" Box		EA	2	1		\$ 5,500.00		\$ 11,000.00
Type 3 Curb Inlet 5' - 0" x 5' - 0" Box		EA	1	1		\$ 5,500.00		\$ 5,500.00
Type 1 2 3 4 P J Curb Inlet (Bo		EA						\$ -
Type 1 2 3 4 P J Curb Inlet (Bo		EA						\$ -
Type 1 2 3 4 P J Curb Inlet (Bo		EA						\$ -
Type 2 Curb Inlet (3' - 6" x 4' - 0" Box)		EA						\$ -
Type 2 Curb Inlet (4' - 0" x 4' - 0" Box)		EA						\$ -
Type Curb Inlet (' - " x ' - "		EA						\$ -
Type C Ditch Bottom Grate Top Inlet		EA						\$ -
Type D Ditch Bottom Grate Top Inlet		EA						\$ -
Type E Ditch Bottom Grate Top Inlet		EA						\$ -
Type Ditch Bottom Grate Top Inlet		EA						\$ -
Type P Manhole		EA						\$ -
Type J Manhole		EA						\$ -
Control Structure 40 (Wall)		LS						\$ -
Control Structure D (complete)		LS						\$ -
Control Structure G (complete)		LS						\$ -
Control Structure (WALL)		LS						\$ -
Control Structure (WALL)		LS						\$ -
Control Structure (WALL)		LS						\$ -

Exhibit C



SUBDIVISION PHASE SUBDIVISION INFRASTRUCTURE

STORM DRAINAGE SYSTEM

Item No.	Description	Estimated Engontracto			Unit Price	Total Amount
		Unit	Quantity	Quantity		
Control Structure	H (complete)	LS	1	1	\$ 6,500.00	\$ 6,500.00
Structure #	(complete)	LS				\$ -
Mitered End Section	18 " RCP	EA				\$ -
Mitered End Section	24 " RCP	EA				\$ -
Mitered End Section	30 " RCP	EA				\$ -
Mitered End Section	48 " RCP	EA				\$ -
Mitered End Section	" RCP	EA				\$ -
Flared End Section	42 " RCP	EA				\$ -
Flared End Section	" RCP	EA				\$ -
Flared End Section	" RCP	EA				\$ -
Flared End Section	" RCP	EA				\$ -
Plug	" RCP Structure #	LS				\$ -
Plug	" RCP Structure #	LS				\$ -
Structure #	with Temp Concrete T	LS				\$ -
Structure #	with Temp Concrete T	LS				\$ -
Structure #	(Complete)	LS				\$ -
Structure #	(Complete)	LS				\$ -
Remove Temp tops & Const Perm Tops		EA				\$ -
Remove Ex. Pipe & Ex. MES		EA				\$ -
TOTAL						\$ 157,192.00

By: _____
 Checked: _____
 Engineer: _____

Exhibit C



SUBDIVISION PHASE SUBDIVISION INFRASTRUCTURE

SANITARY SEWAGE COLLECTION SYSTEM						
Item No.	Description	Estimated Unit	Contract Quantity	Unit Price	Total Amount	
8"	PVC (0' - 6' Cut)	LF			\$ -	
8"	C 900 PVC (0' - 6' Cut)	LF			\$ -	
8"	PVC (6' - 8' Cut)	LF			\$ -	
8"	C 900 PVC (6' - 8' Cut)	LF			\$ -	
8"	PVC (8' - 10' Cut)	LF	343	350 \$ 24.50	\$ 8,403.50	
8"	PVC (10' - 12' Cut)	LF	201	210 \$ 26.00	\$ 5,226.00	
8"	PVC (12' - 14' Cut)	LF	147	132 \$ 27.00	\$ 3,969.00	
8"	PVC (14' - 16' Cut)	LF	146	132 \$ 28.00	\$ 4,088.00	
8"	PVC (16' - 18' Cut)	LF	123	132 \$ 29.00	\$ 3,567.00	
8"	PVC (18' - 20' Cut)	LF	101	127 \$ 30.00	\$ 3,030.00	
8"	PVC (20' - 22' Cut)	LF	272	250 \$ 32.00	\$ 8,704.00	
8"	PVC (22' - 24' Cut)	LF			\$ -	
8"	PVC (24' - 26' Cut)	LF			\$ -	
8"	PVC (26' - 28' Cut)	LF			\$ -	
8"	PVC (28' - 30' Cut)	LF			\$ -	
8"	PVC (30' - 32' Cut)	LF			\$ -	
"	PVC (18' - 20' Cut)	LF			\$ -	
"	PVC (22' - 24' Cut)	LF			\$ -	
	Standard Manhole (0' - 6' Cut)	EA			\$ -	
	Standard Manhole (6' - 8' Cut)	EA			\$ -	
	Standard Manhole (8' - 10' Cut)	EA	2	2 \$ 4,100.00	\$ 8,200.00	
	Standard Manhole (10' - 12' Cut)	EA	2	2 \$ 6,000.00	\$ 12,000.00	
	Standard Manhole (12' - 14' Cut)	EA			\$ -	
	Standard Manhole (14' - 16' Cut)	EA			\$ -	
	Standard Manhole (16' - 18' Cut)	EA	1	1 \$ 10,000.00	\$ 10,000.00	
	Standard Manhole (18' - 20' Cut)	EA			\$ -	
	Standard Manhole (20' - 22' Cut)	EA	1	1 \$ 12,000.00	\$ 12,000.00	
	Standard Manhole (24' - 26' Cut)	EA			\$ -	
	Standard Manhole (26' - 28' Cut)	EA			\$ -	
	Standard Manhole (28' - 30' Cut)	EA			\$ -	
	Standard Manhole (30' - 32' Cut)	EA			\$ -	
	Drop Manhole (14' - 16' Cut)	EA			\$ -	
	Drop Manhole (16' - 18' Cut)	EA			\$ -	
	Drop Manhole (22' - 24' Cut)	EA			\$ -	
	Drop Manhole (24' - 26' Cut)	EA			\$ -	
	Drop Manhole (28' - 30' Cut)	EA			\$ -	
	Drop Manhole (___' - ___' Cut)	EA			\$ -	
	Drop Manhole (___' - ___' Cut)	EA			\$ -	
	Watertight Manhole Seals	LS			\$ -	
	Remove Plug and Connect to Existing Sanitary Sewer Manhole	LS	1	1 \$ 2,000.00	\$ 2,000.00	
	Adjust Existing Sanitary Manholes to Finished Asphalt Grade	LS			\$ -	
	Core and Connect to Existing Sanitary Sewer Manhole	LS			\$ -	
	8" Plug and Stub	EA	2	\$ 1,000.00	\$ 2,000.00	
	10" Plug and Stub	EA			\$ -	
	12" Plug and Stub	EA			\$ -	



Page 159 of 251



Exhibit C

**SUBDIVISION PHASE
SUBDIVISION INFRASTRUCTURE**

WATER DISTRIBUTION SYSTEM

Item No.	Description	Estimated Engi	Contractor's Unit	Unit	Quantity	Quantity	Price	Total Amount
	Install Temporary Backflow Assembly	LF						\$ -
	Remove Plug and Connect to Existing 6" Water Main	LS						\$ -
	Remove Blow-off and Connect to Existing 4" Water Main	LS	2	2			\$ 1,250.00	\$ 2,500.00
	Connect to Existing 6" Water Main	LS	2	2			\$ 2,000.00	\$ 4,000.00
	Jack and Bore for WM connection (complete)	LS						\$ -
	" Steel Casing Pipe	LF						\$ -
	" x " Tapping Sleeve and Valve	EA						\$ -
	2" PE Water Main	LF						\$ -
	4" PVC Water Main	LF	1500	1508			\$ 16.00	\$ 24,000.00
	6" PVC Water Main	LF	1616	1649			\$ 18.00	\$ 29,088.00
	8" PVC Water Main	LF						\$ -
	10" PVC Water Main	LF						\$ -
	" Water Main	LF						\$ -
	4" Plug	EA	2	2			\$ 200.00	\$ 400.00
	6" Plug	EA	3	4			\$ 250.00	\$ 750.00
	8" Plug	EA						\$ -
	10" Plug	EA						\$ -
	" Plug	EA						\$ -
	2" Gate Valve	EA						\$ -
	4" Gate Valve	EA	8	9			\$ 950.00	\$ 7,600.00
	6" Gate Valve	EA	10	10			\$ 1,350.00	\$ 13,500.00
	8" Gate Valve	EA						\$ -
	10" Gate Valve	EA						\$ -
	12" Gate Valve	EA						\$ -
	" Gate Valve	EA						\$ -
	" Butterfly Valve	EA						\$ -
	2" 11¼° Bend	EA						\$ -
	2" 22½° Bend	EA						\$ -
	2" 45° Bend	EA						\$ -
	2" 90° Bend	EA						\$ -
	4" 11¼° Bend	EA						\$ -
	4" 22½° Bend	EA						\$ -
	4" 45° Bend	EA	10	10			\$ 275.00	\$ 2,750.00
	4" 90° Bend	EA						\$ -
	6" 11¼° Bend	EA						\$ -
	6" 22½° Bend	EA	4	4			\$ 250.00	\$ 1,000.00
	6" 45° Bend	EA	20	20			\$ 315.00	\$ 6,300.00
	6" 90° Bend	EA						\$ -
	8" 11¼° Bend	EA						\$ -
	8" 22½° Bend	EA						\$ -
	8" 45° Bend	EA						\$ -
	8" 90° Bend	EA						\$ -
	" 11¼° Bend	EA						\$ -
	" 22½° Bend	EA						\$ -
	" 45° Bend	EA						\$ -
	" 90° Bend	EA						\$ -
	4" x 4" Tee	EA	1	1			\$ 350.00	\$ 350.00
	6" x 6" Tee	EA	5	5			\$ 400.00	\$ 2,000.00
	6" x 4" Tee	EA						\$ -



Exhibit C

**SUBDIVISION PHASE
SUBDIVISION INFRASTRUCTURE**

WATER DISTRIBUTION SYSTEM

Item No.	Description	Estimated Unit	Engineer's Quantity	Contractor's Quantity	Unit Price	Total Amount
4" x 4" Tee	EA					\$ -
6" x 6" Tee	EA					\$ -
" x " Tee	EA					\$ -
4" x 4" Cross	EA	1	1	\$ 300.00	\$ 300.00	\$ 300.00
" x " Cross	EA					\$ -
" x " Cross	EA					\$ -
12" x 8" Reducer	EA					\$ -
6" x 4" Reducer	EA					\$ -
" x " Reducer	EA					\$ -
" x " Reducer	EA					\$ -
" x " Reducer	EA					\$ -
Fire Hydrant Assembly *	EA	3	3	\$ 4,000.00	\$ 12,000.00	\$ 12,000.00
Blow-off Assembly *	EA	3	3	\$ 625.00	\$ 1,875.00	\$ 1,875.00
2" Sleeve	LF	162	302	\$ 5.00	\$ 810.00	\$ 810.00
3" Sleeve	LF	810	340	\$ 6.00	\$ 4,860.00	\$ 4,860.00
6" Sleeve	LF					\$ -
Water Service Sleeve	LF					\$ -
Single Service (Short) **	EA	35	35	\$ 450.00	\$ 15,750.00	\$ 15,750.00
Single Service (Long) **	EA	36	36	\$ 650.00	\$ 23,400.00	\$ 23,400.00
Shock Pad (Contingency)	EA					\$ -
Joint Restraint	LS	1		\$ 1,500.00	\$ 1,500.00	\$ 1,500.00
TOTAL						\$ 154,733.00

By:
Checked:
Engineer:

- * Shall consist of all pipe, valves, tees, fittings or any other appurtenances comprising a complete working assembly.
 ** Shall consist of all corporation stops, curb stops, pipe or tubing or any other appurtenances comprising a complete water service.

Exhibit D

Schedule

IB+C

120 days

Formal Construction Schedule to be Provided Upon Contract Execution

A handwritten signature in blue ink, consisting of a stylized 'A' followed by a loop and a vertical stroke.

Exhibit D

Schedule

2C

105 days

Formal Construction Schedule to be Provided Upon Contract Execution



Exhibit D

Schedule

4D

105 days

Formal Construction Schedule to be Provided Upon Contract Execution

Exhibit E**ZEPHYR LAKES SUBDIVISION PHASES 1B AND 1C**

A PARCEL OF LAND LYING IN BLOCKS 1, 2, 5 AND 6 AND PORTIONS OF THOSE PLATTED RIGHTS-OF-WAY ABUTTING SAID BLOCKS OF ZEPHYRHILLS SMALL FARMS AS RECORDED IN PLAT BOOK 4, PAGE 29, ALL OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA, IN SECTION 26, TOWNSHIP 25 SOUTH, RANGE 21 EAST, PASCO COUNTY, CITY OF ZEPHYRHILLS, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 26 AND PROCEED N 00° 13' 48" E, ALONG THE WEST BOUNDARY THEREOF, A DISTANCE OF 12.44 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF KOSSIK ROAD AS DEDICATED PER OFFICIAL RECORDS BOOK 8103, PAGE 1649 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA; THENCE S 89° 59' 22" E, ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 591.30 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 895.00 FEET AND A CHORD WHICH BEARS N 74° 52' 01" E, A DISTANCE OF 467.62 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, LEAVING SAID RIGHT-OF-WAY, A DISTANCE OF 473.11 FEET TO A POINT OF CURVATURE OF A REVERSE CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1015.00 FEET AND A CHORD WHICH BEARS N 67° 51' 49" E, A DISTANCE OF 287.45 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 288.42 FEET TO A POINT OF CURVATURE OF A REVERSE CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 25.00 FEET AND A CHORD WHICH BEARS N 38° 06' 58" E, A DISTANCE OF 30.71 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 33.07 FEET TO A POINT OF TANGENCY; THENCE N 00° 11' 49" E, A DISTANCE OF 24.24 FEET; THENCE S 89° 46' 57" E, A DISTANCE OF 80.00 FEET; THENCE N 00° 13' 00" E, A DISTANCE OF 269.04 FEET TO THE POINT OF BEGINNING; THENCE, N 00° 13' 00" E, A DISTANCE OF 283.16 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1190.00 FEET AND A CHORD WHICH BEARS N 07° 31' 27" W, A DISTANCE OF 320.57 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 321.55 FEET TO A POINT OF CURVATURE OF A REVERSE CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1015.00 FEET AND A CHORD WHICH BEARS N 07° 31' 41" W, A DISTANCE OF 273.29 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 274.13 FEET TO A POINT OF TANGENCY; THENCE N 00° 12' 33" E, A DISTANCE OF 55.41 FEET; THENCE S 86° 18' 00" E, A DISTANCE OF 172.69 FEET; THENCE N 03° 41' 31" E, A DISTANCE OF 32.48 FEET; THENCE S 86° 15' 16" E, A DISTANCE OF 165.00 FEET TO A POINT ON A NON-TANGENTIAL CURVE, HAVING A RADIUS OF 360.00 FEET AND A CHORD WHICH BEARS N 10° 21' 45" E, A DISTANCE OF 83.53 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 83.72 FEET TO A POINT OF CURVATURE OF A REVERSE CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 640.00 FEET AND A CHORD WHICH BEARS N 01° 14' 00" E, A DISTANCE OF 348.33 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 352.78 FEET TO A POINT OF CURVATURE OF A REVERSE CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 360.00 FEET AND A CHORD WHICH BEARS N 07° 10' 15" W, A DISTANCE OF 92.58 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 92.83 FEET TO A POINT OF TANGENCY; THENCE N 00° 13' 00" E, A DISTANCE OF 135.00 FEET; THENCE S 89° 47' 00" E, A DISTANCE OF 58.34 FEET TO A POINT OF A CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 860.00 FEET AND A CHORD WHICH BEARS S 81° 23' 30" E FOR A DISTANCE OF 251.02 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 251.92 FEET TO A POINT ON A TANGENTIAL LINE; THENCE S 73° 00' 00" E, FOR A DISTANCE OF 48.88 FEET; THENCE S 00° 51' 35" W, A DISTANCE OF 376.61 FEET TO A POINT OF CURVATURE OF A TANGENTIAL CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 420.00 FEET AND A CHORD WHICH BEARS S 12° 35' 32" E, FOR A DISTANCE OF 195.41 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 197.22 FEET; THENCE N 63° 57' 20" E, A DISTANCE OF 115.00 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 305.00 FEET AND A CHORD WHICH BEARS N 20° 22' 41" W, A DISTANCE OF 60.23 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 60.33 FEET THENCE N 75° 17' 19" E, A DISTANCE OF 50.00 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 255.00 FEET AND A CHORD WHICH BEARS S 15° 54' 14" E, A DISTANCE OF 10.61 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 10.61 FEET; THENCE N 72° 54' 14" E, A DISTANCE OF 115.00

Exhibit E

FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 140.00 FEET AND A CHORD WHICH BEARS N 08°07'05"W, A DISTANCE OF 43.70 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 43.87 FEET TO A POINT OF TANGENCY; THENCE N 00°51'35" E, A DISTANCE OF 395.02 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 160.00 FEET AND A CHORD WHICH BEARS N 23°17'32" E, A DISTANCE OF 122.11 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 125.29 FEET TO A POINT OF TANGENCY; THENCE N 45°43'30" E, A DISTANCE OF 54.36 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 440.00 FEET AND A CHORD WHICH BEARS N 23°17'32" E, A DISTANCE OF 335.81 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 344.54 FEET; THENCE S 89°08'25"E, A DISTANCE OF 77.66 FEET; THENCE S 00°51'50" W, A DISTANCE OF 2045.82 FEET; THENCE N 89°08'25" W, A DISTANCE OF 242.51 FEET; THENCE S 00°51'35" W, A DISTANCE OF 3.36 FEET; THENCE N 89°08'25" W, A DISTANCE OF 126.18 FEET; THENCE N 09°53'24" E, A DISTANCE OF 7.52 FEET; THENCE N 00°51'35" E, A DISTANCE OF 655.00 FEET; THENCE N 22°22'57" W, A DISTANCE OF 50.32 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 430.00 FEET AND A CHORD WHICH BEARS S 76°15'19" W, A DISTANCE OF 257.81 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 261.84 FEET THENCE N 86°18'00" W, A DISTANCE OF 224.11 FEET; THENCE S 76°28'45" W, A DISTANCE OF 47.31 FEET; THENCE S 13°31'15" E, A DISTANCE OF 30.31 FEET; THENCE S 10°54'58" E, A DISTANCE OF 54.10 FEET; THENCE S 08°18'42" E, A DISTANCE OF 54.10 FEET; THENCE S 05°42'25" E, A DISTANCE OF 54.10 FEET; THENCE S 03°33'29" E, A DISTANCE OF 54.11 FEET; THENCE S 00°13'00" W, A DISTANCE OF 354.55 FEET; THENCE N 89°47'00" W, A DISTANCE OF 165.00 FEET; THENCE S 00°13'00" W, A DISTANCE OF 24.82 FEET; THENCE N 89°47'00" W, A DISTANCE OF 145.00 FEET TO THE POINT OF BEGINNING.

THE ABOVE PARCEL CONTAINING 30.41 ACRES, MORE OR LESS

Exhibit E

2C

A PARCEL OF LAND LYING IN TRACTS 10, 11, 22, 23, 26, 27, 38, 39, AND PORTIONS OF THOSE PLATTED RIGHTS-OF-WAY ABUTTING SAID TRACTS OF ZEPHYRHILLS COLONY COMPANY AS RECORDED IN PLAT BOOK 1, PAGE 55, LYING IN SECTION 35, TOWNSHIP 25 SOUTH, RANGE 21 EAST, PASCO COUNTY, CITY OF ZEPHYRHILLS, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF BEGINNING COMMENCE AT THE SOUTH CORNER OF LOT 1, BLOCK 9 OF ZEPHYR LAKES SUBDIVISION PHASES 1A, 2A, 2B, AND 4A AS RECORDED IN PLAT BOOK 80, PAGE 37 AND PROCEED S 33°55'42" W, ALONG THE WEST LINE OF TRACT C OF SAID ZEPHYR LAKES SUBDIVISION PHASES 1A, 2A, 2B, AND 4A, A DISTANCE OF 115.00 FEET TO A POINT ON A NON-TANGENTIAL CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 375.00 FEET AND A CHORD WHICH BEARS S 17° 02' 37" W, A DISTANCE OF 217.84 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 221.02 FEET TO THE END OF SAID CURVE; THENCE S 00°09'32" W, A DISTANCE OF 492.12 FEET TO A POINT ON THE SOUTH LINE OF TRACT C OF SAID ZEPHYR LAKES SUBDIVISION PHASES 1A, 2A, 2B, AND 4A; THENCE N 89°53'26" W, A DISTANCE OF 115.00 FEET; THENCE S 00°09'32" W, A DISTANCE OF 17.78 FEET; THENCE N 89°50'28" W, A DISTANCE OF 185.00 FEET; THENCE N 00°09'32" E, A DISTANCE OF 509.09 FEET TO A POINT ON A NON-TANGENTIAL CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 678.00 FEET AND A CHORD WHICH BEARS N 17° 02' 37" E, A DISTANCE OF 393.85 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 399.60 FEET TO THE END OF SAID CURVE; THENCE N 33°55'42" E, A DISTANCE OF 29.55 FEET TO THE SOUTHWEST CORNER OF LOT 14, BLOCK 7 OF SAID ZEPHYR LAKES SUBDIVISION PHASES 1A, 2A, 2B, AND 4A; THENCE S 56°04'18" E ALONG THE SOUTHERLY BOUNDARY OF SAID LOT 14, A DISTANCE OF 185.00 FEET; THENCE N 33°55'42" E, A DISTANCE OF 32.02 FEET TO THE SOUTHWEST CORNER OF LOT 1, BLOCK 9 OF SAID ZEPHYR LAKES SUBDIVISION PHASES 1A, 2A, 2B, AND 4A; THENCE S 56°04'18" E ALONG THE SOUTHERLY BOUNDARY OF SAID LOT 1, A DISTANCE OF 115.00 FEET; TO THE POINT OF BEGINNING.

THE ABOVE PARCEL CONTAINING 5.89 ACRES, MORE OR LESS.



Exhibit E

ZEPHYR LAKES SUBDIVISION PHASE 4D

A PARCEL OF LAND LYING ON PORTIONS OF TRACTS 37, 38, 43, AND 44 OF ZEPHYRHILLS COLONY COMPANY SUBDIVISION AS RECORDED IN PLAT BOOK 1, PAGE 55 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA AND LYING WITHIN SECTION 35, TOWNSHIP 25 SOUTH, RANGE 21 EAST, PASCO COUNTY, CITY OF ZEPHYRHILLS, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF BEGINNING COMMENCE AT THE SOUTHEAST CORNER OF LOT 33, BLOCK 9 OF ZEPHYR LAKES SUBDIVISION PHASES 1A, 2A, 2B AND 4A, AS RECORDED IN PLAT BOOK 80, PAGE 37 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA SAID POINT BEING ON THE WEST RIGHT OF WAY LINE OF DAVIE RAY DRIVE (50.00 FOOT PRIVATE ROADWAY) AND PROCEED S 00°34'52" W, ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 90.21 FEET; THENCE N 89°38'16" E, A DISTANCE OF 50.00 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF DAVIE RAY DRIVE AND THE BEGINNING OF A NON-TANGENTIAL CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 25.00 FEET AND A CHORD WHICH BEARS S 44°39'17" E, A DISTANCE OF 35.50 FEET, THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT AND SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 39.48 FEET TO A POINT ON THE SOUTH LINE OF BLOCK 10 OF SAID ZEPHYR LAKES SUBDIVISION PHASES 1A, 2A, 2B, AND 4A; THENCE S 89°53'26" E, ALONG SAID SOUTH LINE, A DISTANCE OF 180.01 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF BROAD POINTE DRIVE AND THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 25.00 FEET AND A CHORD WHICH BEARS N 45°20'51" E, A DISTANCE OF 35.21 FEET, THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT AND SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 39.06 FEET; THENCE N 89°38'16" E, A DISTANCE OF 50.00 FEET TO THE EAST RIGHT OF WAY LINE OF BROAD POINTE DRIVE AND THE WEST LINE OF BLOCK 8 OF SAID ZEPHYR LAKES SUBDIVISION PHASES 1A, 2A, 2B AND 4A AND THE BEGINNING OF A NON-TANGENTIAL CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 25.00 FEET AND A CHORD WHICH BEARS S 44°39'17" E, A DISTANCE OF 35.50 FEET, THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT AND SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 39.48 FEET TO A POINT ON THE SOUTH LINE OF SAID BLOCK 8; THENCE S 89°53'26" E, ALONG THE SOUTH LINE OF SAID BLOCK 8, A DISTANCE OF 85.34 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 25.00 FEET AND A CHORD WHICH BEARS N 45°22'43" E, A DISTANCE OF 35.19 FEET, THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT A DISTANCE OF 39.03 FEET; THENCE S 89°21'07" E, A DISTANCE OF 47.50 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF WIRE ROAD (PUBLIC RIGHT OF WAY WIDTH VARIES); THENCE S 00°38'53" W, ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 479.34 FEET TO A POINT ON THE NORTH LINE OF A PARCEL OF LAND AS DESCRIBED IN DEED RECORDED IN OFFICIAL RECORDS BOOK 9157, PAGE 1883, PUBLIC RECORDS OF PASCO COUNTY, FLORIDA; THENCE N 89°53'26" W, ALONG SAID NORTH LINE, A DISTANCE OF 693.71 FEET; THENCE N 00°06'34" E, A DISTANCE OF 125.00 FEET; THENCE N 89°53'26" W, A DISTANCE OF 18.42 FEET; THENCE N 00°06'34" E, A DISTANCE OF 280.00 FEET; THENCE N 89°53'26" W, A DISTANCE OF 9.16 FEET; THENCE N 00°06'34" E, A DISTANCE OF 165.00 FEET TO A POINT ON THE SOUTH LINE OF TRACT "C" OF SAID ZEPHYR LAKES SUBDIVISION PHASES 1A, 2A, 2B AND 4A; THENCE S 89°53'26" E, ALONG SAID SOUTH LINE OF TRACT "C" AND THE SOUTH LINE OF BLOCK 9 OF SAID ZEPHYR LAKES SUBDIVISION PHASES 1A, 2A, 2B AND 4A, A DISTANCE OF 213.69 FEET; TO THE POINT OF BEGINNING.

THE ABOVE PARCEL CONTAINING 351,868 SQUARE FEET, OR 8.08 ACRES, MORE OR LESS.

Exhibit F

Zephyr Lakes Community Development District

Development Planning and Financing Group

250 International Parkway Suite 280

Lake Mary, FL 32746

August 12, 2020

BRW Contracting, Inc.
2522 Hunt Rd #4312,
Land O Lakes, FL 34638

**ATTENTION: James Pietracatella,
President**

RE: REQUEST FOR (A) LIST OF SUBCONTRACTORS AND SUPPLIERS; (B) CONTRACTS; (C) SWORN STATEMENT OF ACCOUNT; AND (D) PAYMENT AFFIDAVIT

WARNING: YOUR FAILURE TO FURNISH THE REQUESTED STATEMENT, SIGNED UNDER OATH, WITHIN 30 DAYS OR THE FURNISHING OF A FALSE STATEMENT WILL RESULT IN THE LOSS OF YOUR LIEN.

Mr. Fulcher,

Pursuant to *Florida Statutes* § 713.165, the Zephyr Lakes Community Development District ("Owner") hereby requests a list of all subcontractors and suppliers who have any contracts with BRW Contracting, Inc. ("Contractor") to furnish any material or perform any work or service for Contractor concerning the construction and improvements of the project described in the enclosed agreement by and between Owner and Contractor (the "Project"). Contractor is required to furnish the requested information within ten (10) days of receipt of this request. The failure to do so will subject Contractor to the penalties described in *Florida Statutes* § 713.165.

Owner also hereby demands (a) copies of any contracts by and between Contractor, on the one hand, and any subcontractors and suppliers who have furnished or will furnish any material or performed or will perform any work or service for Contractor concerning the Project, on the other hand; and (b) a written statement under oath of Contractor's account showing: (1) the nature of the labor or services performed and to be performed; (2) the materials furnished and the materials to be furnished, if known; (3) the amount paid on account to date, including the dates and amounts of payments previously made; and (4) the amount due, and the amount to become due, if known, as of the date of the statement for the improvement of the Project. Contractor is required to furnish the requested documents in accordance with *Florida Statutes* § 713.16. Owner shall remit the reasonable cost of reproduction of the requested contracts. To the extent reproduction costs exceed \$100.00, however, Owner asks that Contractor please contact Owner beforehand.

Finally, and pursuant to *Florida Statutes* § 713.06, Owner hereby requests that Contractor provide a payment affidavit for the Project (a) stating that all lienors under its direct contract who have timely served a notice to owner on Owner and Contractor have been paid in full; or (b) showing the name of each such lienor who has not been paid in full and the amount due or to become due each for labor, services, or materials furnished.



Thank you for your anticipated cooperation.

DocuSigned by:

Mike Lawson

8/21/2020

By: ~~Michael~~ Lawson

Zephyr Lakes Community Development District

EXHIBIT 1 - 1

PROGRESS PAYMENT AFFIDAVIT AND WAIVER AND RELEASE OF LIEN UPON PROGRESS PAYMENT

STATE OF FLORIDA

COUNTY OF _____

BEFORE ME, the undersigned authority, personally appeared Insert - Name ("Affiant"), who after being duly sworn, deposes and states that:

1. Affiant is the Insert - Title of Insert - Subcontractor Entity, doing business in the State of Florida ("Lienor").
2. Affiant represents that (a) he/she has authority to execute this Progress Payment Affidavit and Waiver and Release of Lien Upon Progress Payment (the "Affidavit") for, and on behalf of, Lienor; (b) the facts stated herein are true and correct; and (c) Lienor has executed this Affidavit to induce the _____ Community Development District ("Owner") into facilitating the payment described below. Lienor – through its Affiant – therefore acknowledges and agrees that Owner is relying on Lienor's representations and warranties made herein.
3. _____ ("Contractor") and Owner previously entered into a District Contractor Agreement pursuant to which Contractor agreed to furnish labor, services, and materials for Owner in connection with the improvement of a project located in _____, Florida entitled or otherwise described as (collectively, the "Project"):

INSERT PROJECT NAME

4. Lienor and Contractor then entered into an agreement – whether oral or written (collectively, the "Subcontract Agreement") – pursuant to which Lienor agreed to (a) serve as Contractor's subcontractor, sub-subcontractor, materialman, laborer, or supplier, and (b) perform certain work or provide certain labor or materials at Contractor's direction and under Contractor's supervision related to the improvement of the Project (collectively, the "Work").
5. Lienor, in consideration of a check in the amount of Insert Amount Written Out and No/100 Dollars (\$ Insert Amount in Number Format) (the "Check") from Contractor, hereby conditionally waives and releases all of its liens and rights to claim liens for Lienor's Work on or at the Project and any other projects, properties, or improvements within any district of, or for the benefit of, Owner (collectively, the "Projects") from the beginning of time through Insert Progress Date. To be clear, the only condition to Lienor's waiver and release of its liens and rights to claim liens for Lienor's Work on or at the Projects through Insert Progress Date is the clearance of the Check. Stated differently, upon clearance of the Check, Lienor immediately and unconditionally waives and releases all of its liens and rights to claim liens for Lienor's Work on or at the Projects through Insert Progress Date.
6. Lienor represents that it has already paid, or will use the monies it receives through the Check to promptly pay, in full all of Lienor's laborers, subcontractors, sub-subcontractors, materialmen, suppliers, and any other lienors for all work, materials, equipment, and services provided for or to the Projects through Insert Progress Date.
7. Lienor further waives and releases any and all claims of any type or description whatsoever, whether known or unknown, against Contractor, Owner, or Owner's constituents, successors, or assigns as of Insert Progress Date arising from, or relating to, any Work furnished on, or used in connection with, the Projects. Moreover, Lienor hereby represents that there are no claims, notices, or suits for payment, losses, or damages of any kind, nature, or description whatsoever as of Insert Progress Date, which arise from, or relate to, Lienor's Work on or at the Projects. Any claims previously filed, or otherwise asserted, by Lienor or any of its laborers, subcontractors, sub-subcontractors, materialmen, suppliers, or any other lienors, in direct or indirect privity with Lienor, arising from, or relating to, this Affidavit shall immediately be dismissed or marked cancelled and satisfied as of record. Lienor further agrees that following the clearance of the Check, Lienor shall execute any other documents and take any additional action that may be necessary to effectuate the transactions contemplated by this Affidavit, including, without limitation, executing, recording, or causing the satisfactions of any liens that may have been recorded by Lienor or Lienor's laborers, subcontractors, sub-subcontractors, materialmen, and suppliers with respect to the Projects.
8. This Affidavit constitutes a representation by Lienor that the Check constitutes full and complete payment for all Work performed, and all costs or expenses incurred (including, but not limited to, costs for supervision, field office overhead, home office overhead, interest on capital, profit, general condition costs, retainage, permits, change orders, extra purchase

**PROGRESS PAYMENT AFFIDAVIT AND
WAIVER AND RELEASE OF LIEN UPON PROGRESS PAYMENT**

orders, change directives, changed conditions, and all other direct or indirect costs) as of {Insert Progress Date} arising from, or relating to, Lienor's Work on or at the Projects. Lienor hereby specifically waives and releases any rights to, or claims for, damages due to delay, hindrance, interference, acceleration, inefficiencies, weather, extra work, any work not agreed to in writing by Contractor or Owner, or any other claim of any kind that Lienor may have against Contractor, Owner, or Owner's constituents, successors, or assigns as of {Insert Progress Date} arising out of, or relating to, any Work performed on or at the Projects.

9. Finally, Lienor represents and warrants that Lienor has not assigned or transferred any of Lienor's rights or claims arising from, or relating to, its Work, the Projects, the Check, or the Subcontract Agreement to any other person or entity.
10. This Affidavit is made by Lienor with full knowledge of the applicable laws of the State of Florida.

{Insert - Subcontractor Entity}

By: _____
Print Name: _____
Title: _____
Date: _____

STATE OF FLORIDA

COUNTY OF _____

BEFORE ME, the undersigned authority, personal appeared _____, who is personally known to me or who has produced _____ as identification, and who executed the foregoing instrument, of his/her own free will, and who, after having been sworn, acknowledged before me that he/she had authority to execute this document on behalf of _____, and that the information contained herein is true and correct to the best of his/her knowledge.

(Notarial Seal)

Print Name: _____
NOTARY PUBLIC
Commission No.: _____
State/Commonwealth of _____
My Commission Expires: _____

EXHIBIT "G"
SPECIAL CONDITIONS

- CONTRACTOR SHALL COMPLETE ALL WORK IN ACCORDANCE WITH THE APPROVED CONSTRUCTION PLANS AND SPECIFICATIONS FOR ZEPHYR LAKES PHASES 1B, 1C, 2C, & 4D FOR CONTRACT SUM (\$2,542,580.52). IT IS UNDERSTOOD THAT CONTRACTOR HAS REVIEWED THE DRAWINGS AND DUE DILIGENCE MATERIALS AND HAS VISITED THE SITE – IT IS AGREED THAT NO CHANGE ORDERS WILL BE APPROVED.
- IT IS UNDERSTOOD THAT THE FULL COST TO CONSTRUCT THE RECLAIM DISTRIBUTION SYSTEM IS INCLUDED WITHIN THE VALUE SHOWN FOR WATER DISTRIBUTION FOUND WITHIN EXHIBIT C.
- ANY AND ALL ~~DISTURBED~~ ^{Disturbed} AREAS TO BE GRADED, COMPACTED, AND EITHER SODDED OR SEEDED & MULCHED WHEN WORK IN THAT AREA IS COMPLETE.
- POND BANKS SHALL BE SODDED FROM THE ADJACENT PROPERTY LINE DOWN TO ADJUSTED WATER'S EDGE, AND AROUND ALL DRAINAGE STRUCTURES. ^{INSTALLED BY CONTRACTOR}
- SOD AND SEED & MULCH TO HAVE 80% SURVIVAL BEFORE FINAL RETAINAGE IS RELEASED.
- CONTRACTOR WILL BE RESPONSIBLE FOR COORDINATING ALL TESTING AND INSPECTIONS WITH PASCO COUNTY/CITY OF ZEPHYRHILLS AND THE EOR.
- IF THERE ARE PLAN CHANGES THAT RESULT IN A CHANGE ORDER, CONTRACTOR SHALL HOLD THE UNIT PRICES AS REPRESENTED IN THE ORIGINAL CONTRACT BID.
- CONTRACTOR TO PROVIDE FORMAL CONSTRUCTION SCHEDULE UPON CONTRACT EXECUTION
- CONTRACTOR SHALL ATTEND WEEKLY SITE MEETINGS AND PROVIDE UPDATED SCHEDULES MONTHLY TO REFLECT THE CURRENT PROJECT SCHEDULE.
- CONTRACTOR WILL BE RESPONSIBLE FOR INSTALLING ALL OWNER CONDUIT CROSSINGS AND POWER CROSSINGS (BASED ON ELECTRIC PROVIDER LAYOUT) PRIOR TO CURB.
- SHOULD PAD EARTHWORK BE ADDED TO THE CONTRACT, CONTRACTOR WILL BE RESPONSIBLE TO DELIVER PAD GRADES (4 CORNERS, 1 CENTER) WITHIN 8" OF FINISHED FLOOR ELEVATIONS AS SHOWN ON CONSTRUCTION PLANS AND ALL REAR LOT GRADES ARE PER APPROVED PLANS.
- CONTRACTOR WILL BE RESPONSIBLE TO REMOVE ANY SILT FENCE/EROSION CONTROL AT COMMON AREAS AFTER STABILIZED.

- IN ORDER TO GENERATE ADDITIONAL ACCEPTABLE STRUCTURAL FILL SOIL (FINES $\leq 35\%$ AND PLASTICITY INDEX LESS THAN 10), THE SITE CONTRACTOR CAN BLEND EXISTING UNSUITABLE SANDY CLAY (CL) SOILS ($\geq 50\%$ FINES) AND HIGH FINES CONTENT CLAYEY SAND (SC) SOILS ($\geq 35\%$ FINES) WITH EXISTING SUITABLE SAND SOILS (SP/SP-SC/SP-SM) (5% - 12% FINES). GENERALLY, THE BLEND MIX SHOULD BE 3 PARTS SAND TO 1 PART CLAY. THE BLENDED SOILS MUST BE HANDLED PROPERLY WHICH INCLUDES PLACING IN LIFTS NOT GREATER THAN 6 INCHES WITH A MOISTURE CONTENT RANGING FROM -3 TO +1 OF THE SOILS OPTIMUM MOISTURE CONTENT. SPECIALTY EQUIPMENT TYPICALLY ASSOCIATED WITH CLAYEY SOILS SUCH AS A SHEEP'S FOOT ROLLER SHOULD BE CONSIDERED TO ACHIEVE PROPER COMPACTION.
- ALL STREETS AND INTERSECTIONS ADJACENT TO ZEPHYR LAKES PHASES 1B, 1C, 2C, & 4D TO BE 'SWEEPED' DAILY WITH A STREET SWEEPER DURING CONSTRUCTION.
- CONTRACTOR TO SUPPLY WATER TRUCK TO LIMIT WIND EROSION/AIRBORN SILT

CONTRACTOR: BRW Contracting, Inc.
SIGNATURE: [Signature]
DATE: 8/19/20

OWNER ENTITY: Zephyr Lakes CDD
DocuSigned by:
SIGNATURE: Mike Lawson
1B5F8DD1443A4E8/21/2020
DATE: _____

[Signature]

EXHIBIT "G"

The Contract Documents, which constitute the entire agreement between the Owner/Developer, the Contractor and the Subcontractor, are listed in Article 1 and, except for Modifications issued after the execution of this Agreement, are enumerated as follows:

SPECIAL CONDITIONS

1. Pre-Construction Services will be paid when listed on Schedule of Values and AIA G 702-703, specifically the AIA Application and Certificate for Payment.
2. Pre-Pay Manufactured and Custom Build items will be paid when listed on the Schedule of Values and AIA G-702-703,
3. Mobilization Funding will be paid when it is listed on the AIA APPLICATION AND CERTIFICATE FOR PAYMENT
4. Sworn Statements of Accounts and Payment Affidavits will not be supplied so long as partial and unconditional release of liens are provided.
5. Any amounts not timely paid to Subcontractor shall bear interest at the rate of six percent (6%) per annum and Subcontractor stop all commencement work without penalty until Owner brings payment Current with Subcontractor and any Calendar work days lost due to owners non-payment will be extended commensurate with the period of time to bring the Sub-contractor current with payment.
6. Subcontractor shall cooperate with **CGC** Contractor per Section 489.1195(1)(a) Florida Statutes in securing payment by Owner including but not limited to providing such supporting documentation as the Owner or **CGC** Contractor may require. It is requested by **CGC** Contractor, Subcontractor when submitting a payment application Subcontractor shall provide a conditional waiver and release of lien as authorized by FSS 713.20, Fla Stat. Once the amount referenced in the conditional waiver and release of lien clears the Subcontractor's financial institution, Subcontractor shall provide an unconditional waiver and release of lien to Contractor for the work and amounts identified in the payment application.
7. **Default and Termination**
If, in the reasonable judgement of **CGC** Contractor, Subcontractor fails at any time to supply sufficient properly skilled workmen, material, tools, equipment, facilities or supplies of suitable quality; delays the progress of the work or the furnishing of materials; fails to make prompt payments to its laborers, subcontractor or suppliers; fails in the performance or otherwise breaches any of the provisions of this Agreement, or becomes bankrupt or insolvent, the **CGC** Contractor in addition to all other remedies available at law, shall provide written notice to the Subcontractor via email and overnight delivery to the addresses identified above. The written notice shall specifically identify the alleged default and provide Subcontractor with the opportunity to cure the default.

If Subcontractor does not within seven (7) days of receiving ~~CGC~~ Contractor's written notice, commence curing the default, the ~~CGC~~ Contractor shall provide and send (7) day written notice to Subcontractor and may thereafter terminate this Agreement. In the event of termination, Subcontractor shall not be entitled to receive any further payments under this Agreement until completion of the Work, at which time Subcontractor shall be paid the amount, if any, by which the unpaid balance due Subcontractor exceeds Contractor's cost of completion. If at any time, Owner/~~CGC~~ Contractor Fails to Pay Sub Contractor within the agreed upon (45) days from receiving Sub Contractors Invoice, The Sub-Contractor shall stop all Commencement of work without Penalty from Contract until Owner/~~CGC~~ Contractor brings payment Current with Sub-Contractor. Sub-Contractor shall provide and send (7) Day Written Notice of Non-Payment to Owner/~~CGC~~ Contractor and may thereafter Terminate this Agreement without Penalty or Cause. Owner/~~CGC~~ Contractor shall not be intitled to any financial compensations or withholding of payments From Sub-Contractor for any cost to complete or delays created by Sub-Contractors exercising their right of Terminating this Contract.

8. Subcontractor agrees to attend weekly production meetings with a ~~CGC~~ Project Manager for Contractor, two (2) weeks prior to crews scheduled on site and two (2) weeks after the crews have demobilized. Subcontractor agrees to man the crews for completion of his work to maintain the Project Schedule.



To:	City Of Zephyrhills	Contact:	Shane LeBlanc
Address:	ATTN: Purchasing Department, 5335 8th Street Zephyrhills, FL 33542 USA	Phone:	(813) 780-0000
		Fax:	
Project Name:	City Of Zephyrhills - Dairy Rd Phase 2 - Revised 2.23.22	Bid Number:	Revised To Add Zephyr Commons Improvements
Project Location:	Zephyr Lakes Subdivision, Zephyrhills, FL	Bid Date:	2/23/2022

We are pleased to submit herewith our proposal to complete the above referenced project as follows:

Item Description	Estimated Quantity	Unit	Unit Price	Total Price
General Conditions				
Mobilization - Offsite Work	1.00	LS	\$7,500.00	\$7,500.00
BRW Survey Layout And As-builts - Offsite Work	1.00	LS	\$11,500.00	\$11,500.00
NPDES Compliance Offsite	1.00	LS	\$3,600.00	\$3,600.00
Total Price for above General Conditions Items:				\$22,600.00
Erosion Control				
Silt Fence - Type III - Offsite Work	5,000.00	LF	\$1.75	\$8,750.00
Inlet Protection	15.00	EACH	\$150.00	\$2,250.00
Soil Tracking Prevention Device	1.00	EACH	\$4,500.00	\$4,500.00
Total Price for above Erosion Control Items:				\$15,500.00
Clearing And Demolition				
Clearing And Grubbing - Offsite Work	5.00	ACRE	\$1,500.00	\$7,500.00
Demo Existing Storm Pipe - Offsite Work	40.00	LF	\$25.00	\$1,000.00
Total Price for above Clearing And Demolition Items:				\$8,500.00
Earthwork				
Rough Grading And Site Preparation - Offsite Work	19,000.00	SY	\$0.25	\$4,750.00
Export Excess Fill To Stockpile In Phase 5 (Pending Topo)	13,000.00	CY	\$2.50	\$32,500.00
Proposed Finish Grading	14,750.00	SY	\$0.75	\$11,062.50
On-Site Cut & Fill - Dairy Rd. (Pending Topo)	17,025.00	CY	\$4.00	\$68,100.00
Bahia Sod Roadway/ROW- Offsite Work	98,750.00	SF	\$0.40	\$39,500.00
Seed & Mulch Disturbed Areas	5,000.00	SY	\$0.45	\$2,250.00
Total Price for above Earthwork Items:				\$158,162.50
Base And Asphalt Paving				
2.25" SP 9.5 Asphalt - Offsite Work (Two Lifts)	8,050.00	SY	\$15.00	\$120,750.00
6" Crushed Concrete Road Base - Offsite Work - Availability Cannot Be Guaranteed	8,050.00	SY	\$12.00	\$96,600.00
6" Type B Stabilization Under Curb - Offsite Work	4,515.00	LF	\$0.50	\$2,257.50
12" Type "B" Stabilized Subgrade	8,050.00	SY	\$10.00	\$80,500.00
Striping And Signage -Thermo - Offsite Work	1.00	LS	\$25,000.00	\$25,000.00
Total Price for above Base And Asphalt Paving Items:				\$325,107.50
Concrete				
4" Sidewalk - Offsite Work	22,900.00	SF	\$4.00	\$91,600.00
FDOT Miami Curb	4,515.00	LF	\$12.50	\$56,437.50
Total Price for above Concrete Items:				\$148,037.50



To:	City Of Zephyrhills	Contact:	Shane LeBlanc
Address:	ATTN: Purchasing Department, 5335 8th Street Zephyrhills, FL 33542 USA	Phone:	(813) 780-0000
		Fax:	
Project Name:	City Of Zephyrhills - Dairy Rd Phase 2 - Revised 2.23.22	Bid Number:	Revised To Add Zephyr Commons Improvements
Project Location:	Zephyr Lakes Subdivision, Zephyrhills, FL	Bid Date:	2/23/2022

Item Description	Estimated Quantity	Unit	Unit Price	Total Price
Storm Sewer System				
Connect To Existing Storm Structures/Pipes	6.00	EACH	\$2,500.00	\$15,000.00
15" Class III RCP - Offsite	152.00	LF	\$45.00	\$6,840.00
18" Class III RCP - Offsite	192.00	LF	\$30.00	\$5,760.00
30" Class III RCP - Offsite	32.00	LF	\$75.00	\$2,400.00
48" Class III RCP - Offsite Work	72.00	LF	\$175.00	\$12,600.00
Type J Manhole - Offsite	1.00	EACH	\$2,500.00	\$2,500.00
48" Endwall Per FDOT Index 250	1.00	EACH	\$9,500.00	\$9,500.00
Type 1 Curb Inlet 4'0 X 4'0	6.00	EACH	\$3,200.00	\$19,200.00
Type 1 Curb Inlet 4'0 X 4'0 - W/ J-bottom	2.00	EACH	\$6,900.00	\$13,800.00
Rip Rap - Offsite	300.00	SF	\$15.00	\$4,500.00
Post Installation Testing - Offsite Storm	1.00	LS	\$5,000.00	\$5,000.00
Dewatering	1.00	LS	\$2,500.00	\$2,500.00
Total Price for above Storm Sewer System Items:				\$99,600.00

Total Bid Price: \$777,507.50

Alternate - Potable Water System

6" DR-18 C-900 PVC - Dairy Rd	80.00	LF	\$33.00	\$2,640.00
8" DR-18 C-900 PVC - Dairy Rd	2,860.00	LF	\$41.00	\$117,260.00
6" Gate Valves	1.00	EACH	\$1,650.00	\$1,650.00
8" Gate Valves - Dairy Rd	8.00	EACH	\$2,250.00	\$18,000.00
8" Plug - Dairy Rd	2.00	EACH	\$450.00	\$900.00
Fire Hydrant Assemblies - Dairy Rd.	6.00	EACH	\$6,500.00	\$39,000.00
Temporary Blowoff Assembly	1.00	EACH	\$500.00	\$500.00
Fittings And Megalugs	1.00	LS	\$4,500.00	\$4,500.00
Post Installation Testing	1.00	LS	\$1,600.00	\$1,600.00
Total Price for above Alternate - Potable Water System Items:				\$186,050.00

Alternate - Reclaimed Water System

6" Purple C-900 PVC	600.00	LF	\$33.00	\$19,800.00
6" Gate Valve	5.00	EACH	\$1,650.00	\$8,250.00
6" Plug	4.00	EACH	\$650.00	\$2,600.00
Fittings And Megalugs	1.00	LS	\$1,500.00	\$1,500.00
Post Installation Testing	1.00	LS	\$1,600.00	\$1,600.00
Total Price for above Alternate - Reclaimed Water System Items:				\$33,750.00

Alternate - Road Improvements

Handrail - FDOT 515-062 Aluminum Pedestrian-Bicycle Picket 42" High	240.00	LF	\$115.00	\$27,600.00
Guardrail	50.00	LF	\$50.00	\$2,500.00



To:	City Of Zephyrhills	Contact:	Shane LeBlanc
Address:	ATTN: Purchasing Department, 5335 8th Street Zephyrhills, FL 33542 USA	Phone:	(813) 780-0000
		Fax:	
Project Name:	City Of Zephyrhills - Dairy Rd Phase 2 - Revised 2.23.22	Bid Number:	Revised To Add Zephyr Commons Improvements
Project Location:	Zephyr Lakes Subdivision, Zephyrhills, FL	Bid Date:	2/23/2022

Item Description	Estimated Quantity	Unit	Unit Price	Total Price
Guardrail End Anchor	2.00	EACH	\$4,800.00	\$9,600.00
Stacked Block Retaining Wall - 0' To 3' High	560.00	LF	\$150.00	\$84,000.00
Total Price for above Alternate - Road Improvements Items:				\$123,700.00

Notes:

- NPDES Permit and Monitoring by others. NPDES compliance while BRW is on site only.
- Permits by others.
- Geotechnical testing will be by others.
- Rock excavation is not included.
- Unless specifically identified on the Civil Plans, the relocation or reorientation of any existing utilities is excluded.
- Unless specifically identified in the Geotechnical Report, muck handling and/or removal is excluded.
- The pricing in this bid is valid for 30 days.
- For bidding purposes, we have assumed that all excavation spoils including those from the underground utility installation are suitable for structural fill.
- The cost of a performance/payment bond is not included in this bid.

ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted. Buyer: _____ Signature: _____ Date of Acceptance: _____	CONFIRMED: B.R.W. Contracting, Inc Authorized Signature: Digitally signed by James M. Pietracatella, Jr. James M. Pietracatella, Jr. (DN: cn=JM, email=jimp@brwcontracting.org, cn=James M. Pietracatella, o=) Estimator: James M. Pietracatella Jr. (813) 996-5882 jimp@brwcontracting.org
--	---



STAFF REPORT

To: City Council

From: Audrey McGuire, Historic Preservation Specialist & Community Planner

RE: USE-0005-21_Conditional Use (Nick Apartments)

Date: March 9, 2022

1. BACKGROUND & INFORMATION

Application for a conditional use submitted by D32 Invest, LLC to exceed the height threshold of the R4 (Multi-Family Residential) zoning district, for the proposed construction of 4-story apartments on 10.63 acres of real property generally located at 6655 Fort King Road. The current zoning of the subject property permits a density of up to 20 dwelling units per acre.

APPLICANT | OWNER: Nick Apartments, LLC (D32 Invest, LLC)
7988 Via Dellagio Way, Suite 206, Orland, FL 32819

LOCATION: 6655 Fort King Road

PARCEL | TAX ID #: 03-26-21-0010-02000-0010

ACREAGE: 10.63 Acres MOL

CURRENT LAND USE: Vacant/Undeveloped

FLU CLASSIFICATION: RU (Residential Urban, 7.5 to 20 du/ga)

ZONING DESIGNATION: R4 (Multi-Family Residential, Max. 20 du/ga)

PROPOSED DENSITY: 144 Units (approximately 13.5 du/ga)

2. DATA & ANALYSIS

Height Regulations (LDC Subsection 7.01.01.04) Applicants are requesting to exceed the 2-story (30-foot) height limitation of the R4 zoning district to construct 4-story apartment buildings. A 4-story building falls under the classification of a "mid-rise structure," defined by the Land Development Code (LDC), Subsection 7.01.01.04 as buildings of 3 to 5 stories inclusive. Mid-rise structures may be permitted, exceeding the height limitations of a zoning district, as a conditional use, subject to the following:

- A. Mid-rise structures, when permitted, may be erected to a height not exceeding 75 feet if the building is set back from each setback line at least one additional foot for each 2 feet of building height above 30 feet.
- *The minimum setback of the R4 zoning district is 30 feet in the front, 10 feet on the sides and 15 feet in the rear. The conceptual site plan provided by the applicants (see Attachment) shows the required minimum setbacks with the increase required by this condition.*
- B. In no case shall a structure exceed the height limitations determined to protect the approach and clear air zones established for the Zephyrhills Municipal Airport, as currently adopted or subsequently amended.
- *All applicants for site development / construction plan approvals and permits are required by City Ordinance to complete the FAA's online notice criteria tool. Verification from the FAA that a project is not of concern or a possible obstruction is required to be provided to the city prior to the issuance of any permits. Should a project be determined to be of concern, the FAA will require an extended review process on their end. The subject 4-story buildings proposed in this application for conditional use are not expected to be of concern as there is an existing 4-story building on the property immediately to the south of the subject property.*
- C. Compliance with Resolution # 147 (attached) is required.
- *City Resolution No. 147 primarily pertains to the allowance of mid-rise structures and additional conditions related to the Fire Department. All plans shall meet the adopted building code and fire code standards, as well as any additional standards which may be required by Pasco County Fire Rescue.*

Conditional Use Requirements (LDC Part 11.10.00)

- A. The proposed conditional use will not adversely affect or contribute to the deterioration of life or property values in the immediate neighborhood.
- *The proposed construction of 4-story mid-rise structures are consistent with other multi-family developments in the immediate neighborhood and along this block of Fort King Road. It is not anticipated the construction of 4-story mid-rise structures would adversely affect or contribute to the deterioration of quality of life or property values in the neighborhood.*
- B. The proposed conditional use is consistent with the character of and existing land use patterns in the surrounding area.
- *The proposed construction of 4-story mid-rise structures is not out of scale or character with the surrounding developed area, which includes Summerset Apartments (a 4-story complex) immediately to the south of the subject property; and Fort King Colony (a 3-story complex) immediately to the east. The mobile home park to the north will be buffered and separated from the proposed apartment buildings by the existing wetland/pond area, a new stormwater pond, and landscape buffering (see attached conceptual site plan).*
- C. The proposed conditional use will not create or excessively increase traffic or parking congestion or otherwise affect public safety.
- *The City requires traffic studies to be submitted at the time of site development plan review. The applicants have submitted a traffic methodology report which has been approved by the*

city's traffic engineering consultants, Kimley-Horn and shows anticipated gross daily trips of less than 1,200 which requires a De Minimus traffic study to assess alternate traffic control. The installation of turn lane(s) on Fort King Road has been recommended by the Planning Commission.

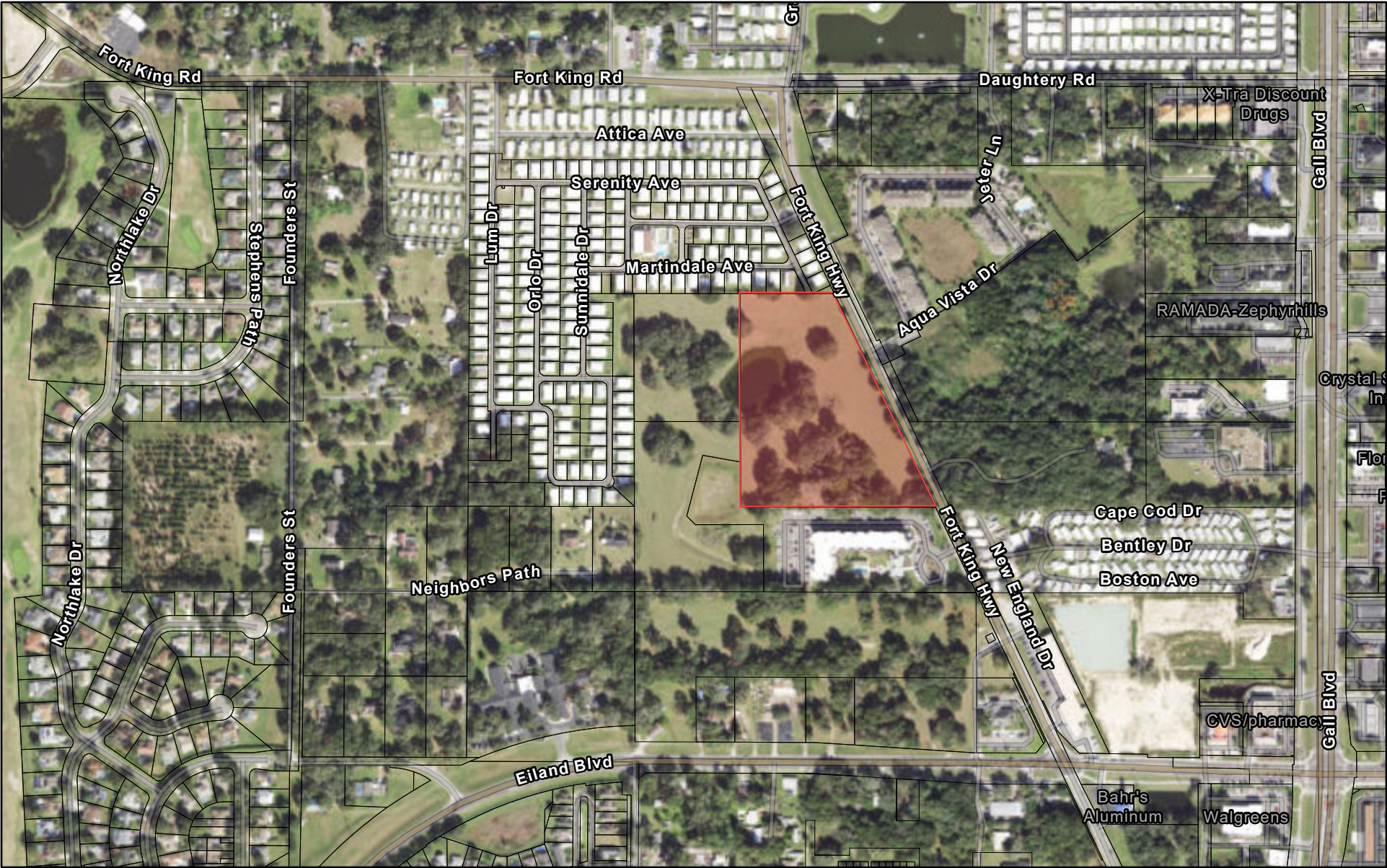
- D. The site upon which the proposed conditional use is to be located has suitable drainage, access, ingress and egress, off-street parking and loading areas.
 - *The subject site is proposed to have 2 ingress/egress points onto Fort King Road. Common parking is proposed throughout the complex at a rate of 2 parking spaces per dwelling unit (consistent with LDC minimum requirements for residential projects). Wetland setbacks will be provided and additional stormwater retention is proposed on the northern piece of the property. A drainage report is under review by Kimley-Horn (the city's consultants).*
- E. The site upon which the proposed conditional use is to be located has or may have screening or buffering to prevent interference with the enjoyment of surrounding areas.
 - *Perimeter buffer/screening will be provided as required by the LDC. The applicants are proposing tree preservation along Fort King Road, the existing wetland area and the southern piece of the property which will be worked into the overall landscape plan. No interference with the enjoyment of the area is expected.*
- F. The proposed site meets applicable requirements of the zoning district in which it is located.
 - *The subject site is approximately 10.68 acres, exceeding the minimum lot area requirements of 6,000 square feet for the R4 zoning district. The proposed density of approximately 13.5 units per gross acre (144 total units) is consistent with allowed density of 20 units per acre in the R4 zoning district. The applicants have submitted site development plans which are currently undergoing review by city staff to ensure compliance with all land development code regulations.*
- G. Any existing or proposed signs or lighting will not adversely affect surrounding areas or vehicular traffic.
 - *Proposed signage shall be consistent with the city's standards as outlined in the LDC Article VIII at the time of permitting. Parking lot and pedestrian lighting shall be designed not to spill onto adjacent roadways or properties, and will be approved at the time of site development plan review, if consistent with LDC minimum requirements.*
- H. The proposed conditional use will not interfere with or adversely affect the health, safety or welfare of the surrounding community area.
 - *There is no indication that the proposed conditional use to exceed the height limitations of the zoning district will negatively impact the health, safety or welfare of the surrounding community.*

3. RECOMMENDATION

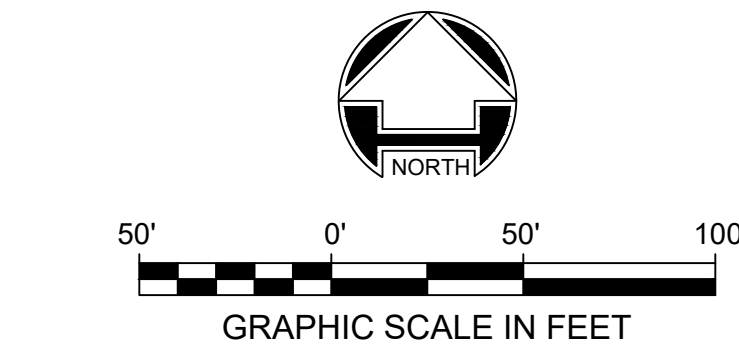
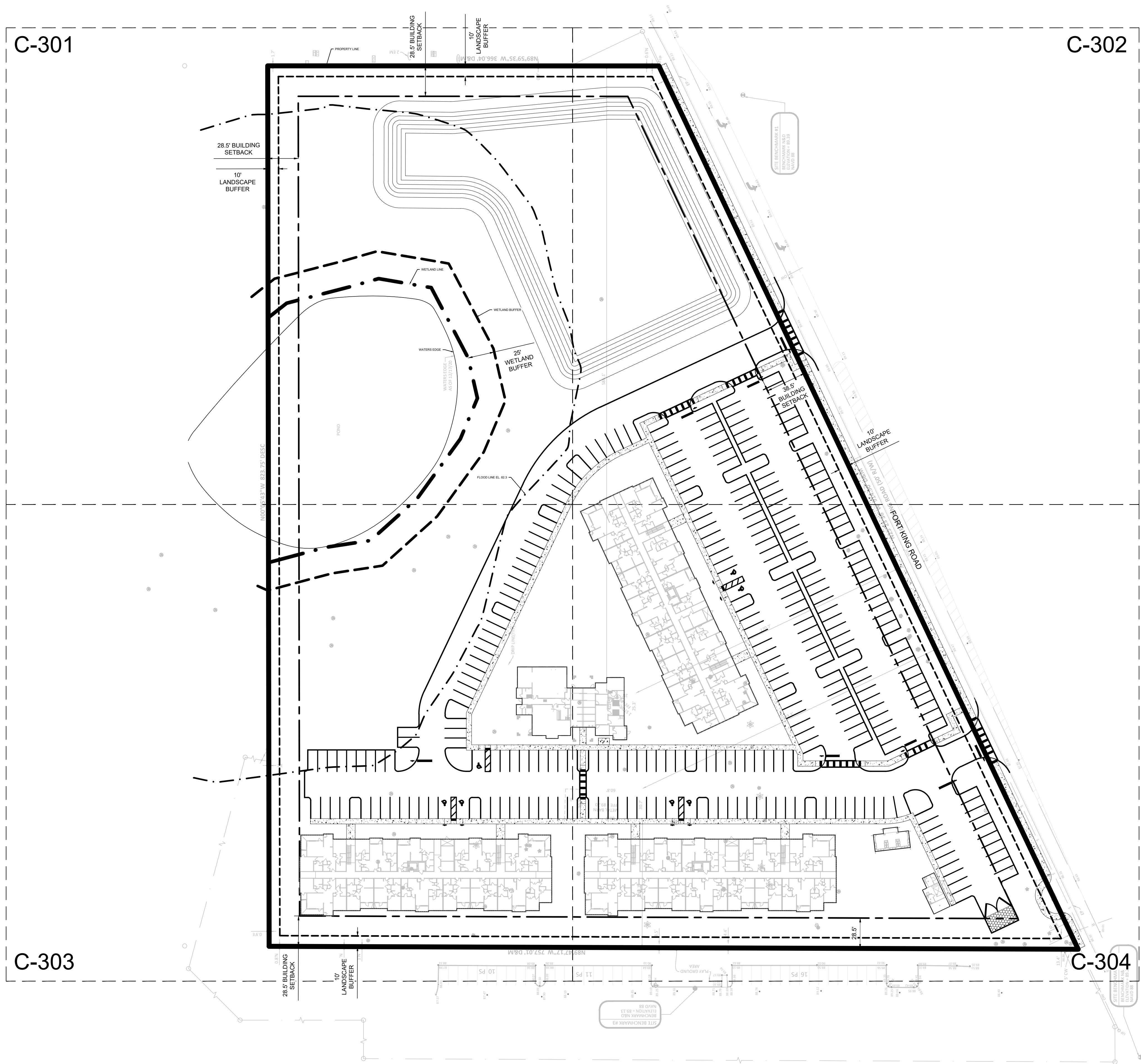
Site Plan Review Committee – The SPRC recommended approval of the conditional use to exceed the height limitations of the R4 zoning district at its regularly scheduled monthly meeting on January 1, 2022.

Planning Commission – The Planning Commission recommended approval of the conditional use, with the condition that turn lanes be added to Fort King, at its regularly scheduled meeting on February 15, 2022.

Zephyrhills



2/10/2022



LEGEND	
	PROPERTY LINE
	BUILDING SETBACK
	LANDSCAPE BUFFER
	FLOOD LINE
	WETLAND LINE
	WETLAND BUFFER
	ASPHALT PAVEMENT 3 C-551
	SIDEWALK 1 C-551

SITE DATA:

- PARCEL ID: 03-26-21-0010-02000-0010
- FUTURE LAND USE: RU (RESIDENTIAL URBAN)
- ZONING: R-4 (MULTI-FAMILY RESIDENTIAL)
- USE: VACANT MULTI-FAMILY
- TOTAL SITE AREA: 10.63 AC 463,047 SF
- DEVELOPABLE AREA: 9.39 AC 409,103 SF
- NUMBER OF UNITS: 212 UNITS = 20 UNITS / AC
- PARKING CALCULATION: 144 UNITS * 2 PARKING STALLS/UNIT = 288
- MAXIMUM IMPERVIOUS: 65% (171,358 SF / 463,047 SF * 100)
- BUILDING HEIGHT: 47 FT (4 STORIES)*
- SITE AREAS: PAVEMENT AREA: 2.75 AC 119,892 SF; BUILDING AREA: 1.18 AC 51,466 SF; TOTAL IMPERVIOUS: 3.93 AC 171,358 SF (38%); EXISTING WET POND: 0.78 AC 34,321 SF (7%); TOTAL PERVIOUS: 5.91 AC 257,368 SF (55%); TOTAL SITE AREA: 10.63 AC 463,047 SF (100%)
- OPEN SPACE: 20% REQUIRED; 55% PROVIDED = (257,368 SF / 463,047 SF)
- AMENITY AREA: 3 AMENITIES
- LANDSCAPE BUFFER: 2 AMENITIES (CLUBHOUSE AND POOL)
- BUILDING SETBACK: 30 FT FRONT; 20 FT SIDE; 20 FT REAR
- MIN. BUILDING SEPARATION: 30 FT FRONT; 20 FT SIDE; 20 FT REAR
- MIN. LIVING AREA: 1,000 SF
- PHASING: 1 PHASE
- FLOOD ZONE: ZONE AE, X; FLOODPLAIN ELEVATION: 82.3

REVISION NO. & DESCRIPTION	
REV. NO.	DATE
8	DATE
7	DATE
6	DATE
5	DATE
4	DATE
3	DATE
2	DATE
1	DATE

ISSUED FOR	
REV. NO.	DATE
8	DATE
7	DATE
6	DATE
5	DATE
4	DATE
3	DATE
2	DATE
1	DATE
0	DATE

OVERALL SITE PLAN	
NICK APARTMENTS	

CAUTION
IF THIS SCALE BAR
DOES NOT MEASURE 1"
THE DOCUMENT IS
NOT TO SCALE

CHRISTINE HALL FL REG. NO. 8350	
JOB NO.	
DESIGN	
DRAWN	
APPROVED	
SHEET NO.	0
C-300	

PROPOSED Nick Apartments

**EXISTING
SUMMERSET
APARTMENTS**





A RESOLUTION OF THE CITY OF ZEPHYRHILLS ESTABLISHING
CONDITIONAL REQUIREMENTS FOR BUILDINGS OVER TWO
STORIES IN HEIGHT OR MORE THAN THIRTY (30) FEET IN
HEIGHT.

WHEREAS, the City of Zephyrhills owns and operates a
Municipal Fire Department, and

WHEREAS, the City of Zephyrhills recognizes that the
health and welfare of its citizens require additional
restrictions and requirements for high rise structures in
addition to the City of Zephyrhills adopted Building and
Fire Codes and State laws.

NOW, THEREFORE, BE IT RESOLVED, by the City of
Zephyrhills sitting in regular session that the following
shall be conditional requirements for high rise
structures (buildings over two stories or more and thirty
(30) feet in height); and the following additional
requirements shall apply for one through three story
buildings in height; where the adopted Building/Fire
Codes and State laws exceed the conditional requirements,
the more restrictive shall be followed.

I. Type III & VI construction shall not be used in
structures over two stories or thirty (30) feet in height
regardless of its occupancy classification.

II. Three Story Buildings - a maximum of 45 feet in
Height. Regardless of the type of construction or its
occupancy classification:

(a) No structure shall be more than two stories or
a maximum of 30 feet in height unless the Zephyrhills
Fire Department has the manpower, apparatus, equipment,
water mains, and fire hydrants necessary to handle
emergencies in that particular structure(s).

(b) The buildings meets all the conditional
requirements for buildings three stories - a maximum of
45 feet in height.

III. Four and Five Story Buildings - a maximum of 60 - 75 feet in height. Regardless of the type of construction or its occupancy classification:

(a) No structure shall be more than five stories - a maximum of 75 feet in height.

(b) Four and five story buildings can be permitted if the Zephyrhills Fire Department has the manpower, apparatus, equipment, water mains, and fire hydrants necessary to handle emergencies in that particular structure(s).

(c) The Building meets all the conditional requirements for buildings more than three stories.

IV. Conditional Requirements for Buildings Three Stories - maximum of 45 feet in height.

(1) Full Automatic Sprinkler System as per NFPA 13 or NFPA 13D & SBC.

(a) Exception - Buildings three stories and a maximum of 45 feet in height without interior halls or corridors or stairs may be exempt from required sprinkler protection if the guest areas, residential units, work units, and office units have direct access to an exterior non-combustible balcony or exit way that has a minimum of two separate and remote exterior non-combustible stairs that lead safely to the ground.

(b) Exception - Sprinkler heads may be omitted from hazard areas when the hazard of water would create a greater hazard than the hazard protected. These areas shall be protected by Smoke/Heat Detectors and/or by suppression systems other than sprinkler heads.

(c) Exception - In Group R - Residential, sprinklers may be omitted in closets 24 square feet or less and in bathrooms 55 square feet or less.

2. Smoke Detectors - Single Station.

(a) All buildings regardless of the type of construction or occupancy classification one through three stories, not required to have an automatic fire alarm system, shall have single station smoke/heat detectors in all units.

(b) One every 30 feet of all hallways and corridors or a part thereof.

(c) In every hazard area and unoccupied storage areas.

(d) SBC - Group R.- Residential occupancies shall have smoke detectors for the deaf and hearing impaired in multiple dwellings located in guest and living units and in halls and corridors.

3. Standpipe - Wet.

(a) In all three story buildings with interior halls, corridors, or stairs and in three story buildings exempt from required automatic sprinklers that have any single floor gross area of more than 3,000 square feet shall have wet standpipe system as per NFPA 14.

(b) In three story buildings where full automatic sprinklers are required, a Class I or Class III system shall be installed and the sprinkler and standpipe system may be combined.

(c) In three story buildings that are not required to have full automatic sprinkler protection, a Class III system shall in installed.

4. Types of Construction.

(a) Three story buildings that have full automatic sprinklers shall be of Type I, Type II, Type IV, or Type V construction. Three story buildings that are not fully protected by automatic sprinklers shall be of Type I, Type II, or Type IV construction.

5. Elevators - Firemen Service.

(a) All three story buildings with interior halls, corridors, or stairs shall have at least one elevator with full firemen emergency service.

6. Stairs & Stairwells.

(a) All three story buildings with interior stairs and stairwells, the stairs and stairwells shall be of non-combustible construction.

(b) The stairwell enclosure shall be of a minimum of two hour fire rated.

(c) Doors from stairs on each floor will be a minimum of "B" (1-1/2 hour) rated with automatic closers.

7. Conditional Requirements for Buildings

Four Story Buildings - a maximum of 60 feet in height and Five Story Buildings - a maximum of 75 feet in height.

1. The Zephyrhills Fire Department shall have, or pending delivery of, an aerial apparatus with a minimum of 75 feet of verticle reach and the necessary manpower to man it before a four or five story building can be permitted.

2. Four story buildings shall be Type I, Type II, or Type IV protected construction regardless of its occupancy classification.

3. Five story buildings shall be Type I or Type II construction regardless of its classification.

4. All four and five story buildings shall have full automatic sprinkler system as per NFPA 13 with the exceptions listed in IV, 1 (b) & (c).

5. Standpipe System - Wet.

(a) All four and five story buildings shall have a wet standpipe system as per NFPA 14 and the SBC.

(b) Standpipe Systems shall be either Class I or Class III and the Sprinkler and Standpipe may be combined.

6. Automatic Fire Alarm; Supression System; Smoke/Heat Detectors; Manual Pull Stations; and Visual Alarms.

(a) All four and five story buildings shall have an automatic fire alarm system.

(b) Smoke/Heat Detectors shall be located in each unit, each guest and living unit, each hazard area, each unoccupied storage area, and one for each 30 feet of hallways and corridors or a part thereof.

(c) The automatic fire alarm, smoke/heat detectors, manual pull stations, sprinkler systems and other types of supression systems shall be tied into a central system that when any part of the central system is activated, it will sound an audible alarm in every portion of the building and visual fire alarms will indicate an emergency in all halls, corridors, and in all guest and living units to notify the deaf and hearing impaired.

(d) The central fire alarm system shall be tied into an annunciator panel located in an area that would be a normal entrance to the building by firefighters.

(e) All parts of the central system shall be installed and maintained as per the NFPA number that pertains to that part and requirements of the SBC.

7. Elevators & Firemen Service.

(a) All four and five story buildings shall have at least one elevator with full firemen service.

(b) Section 506.6 of the SBC shall apply to elevators in four and five story buildings.

8. Stairs and Stairwells.

(a) All four and five story buildings of Group B - Business, Group M - Merchantile, and Group R -

Residential shall have smoke proof enclosures as per SB 1104.5.

(b) All other four and five story buildings shall comply with Section IV - 6a, 6b and 6c; stairs shall also have automatic sprinkler protection.

9. Smoke Control. All four and five story buildings regardless of the occupancy classification or square footage shall comply with the SBC 506.5.

10. Standby Power and Light. All four and five story buildings regardless of the occupancy classification or square footage shall comply with the SBC 506.7.

11. Exits - Doors Locking. All four and five story buildings regardless of the occupancy classification or square footage shall comply with the SBC 506.8 (a).

This Resolution shall become effective March 25, 1985, and shall remain in full effect and force until modified by Resolution or Ordinance.

ATTEST: *Louis E. Holt*
CITY MANAGER

Stanley Zachowski
PRESIDENT OF CITY COUNCIL

Robert Johnson
MAYOR



POTABLE WATER UPDATE (Nick Apts)

Current Water Use Permit: 3,308,400 Avg. GPD

2021 Usage: 2,503,869 Avg. GPD

Remaining Available Usage Today: 804,531 GPD

Estimated Entitled Res. Project Usage: 630,250 Avg. GPD

This ESTIMATE includes approved Planned Unit Developments and projects issued a development order (site plan approval). This does not necessarily mean projects have pulled permits or guaranteed their usage through payment of utility impact fees, connection fees, or other means.

Remaining Available Usage after Res. Entitlements: 174,281 Avg. GPD

Estimated Impact for Nick Apartments (144 Units): 36,000 Avg. GPD

Remaining Available After Nick Apartments: 138,281 Avg. GPD



STAFF REPORT

To: City Council

From: Audrey McGuire, Historic Preservation Specialist & Community Planner

RE: USE-0006-21_Conditional Use (Pretty Pond Apartments)

Date: March 9, 2022

1. BACKGROUND & INFORMATION

Application for a conditional use submitted by RealSource (Steven Moreira) to exceed the height limitations of the R4 (Multi-Family Residential) zoning districts for the proposed construction of 4-story buildings on 12.0 acres of real property at the corner of Wire and Pretty Pond Roads.

APPLICANT:	Real Source (Steven Moreira) 2089 E Fort Union Blvd, Salt Lake City, UT 84121
PROPERTY OWNER:	Pretty Pond Investors, LLC (CBD Real Estate Investment, LLC) PO Box 470176, Celebration, FL 34747
LOCATION:	Generally located at the NW corner of Pretty Ponds and Wire Roads
PARCEL TAX ID #:	35-25-21-0010-04400-0000
ACREAGE:	12.0 Acres MOL
CURRENT LAND USE:	Vacant/Undeveloped
FLU CLASSIFICATION:	RU (Residential Urban, 7.5 to 20 du/ga)
ZONING DESIGNATION:	R4 (Multi-Family Residential, Max. 20 du/ga)
PROPOSED DENSITY:	240 Units (approximately 20 du/ga)

2. DATA & ANALYSIS

Height Regulations (LDC Subsection 7.01.01.04) Applicants are requesting to exceed the 2-story (30-foot) height limitation of the R4 zoning district to construct 4-story apartment buildings. A 4-story building falls under the classification of a "mid-rise structure," defined by the Land Development Code (LDC), Subsection 7.01.01.04 as buildings of 3 to 5 stories inclusive. Mid-rise structures may be permitted, exceeding the height limitations of a zoning district, as a conditional use, subject to the following:

- A. Mid-rise structures, when permitted, may be erected to a height not exceeding 75 feet if the building is set back from each setback line at least one additional foot for each 2 feet of building height above 30 feet.
- *The minimum setback of the R4 zoning district is 30 feet in the front, 10 feet on the sides and 15 feet in the rear. The conceptual site plan provided by the applicants (see Attachment) shows a building height of 50 feet which would require setbacks to be increased by an additional 10 feet on all sides. The proposed concept plan shows a building setback far exceeding these minimum requirements.*
- B. In no case shall a structure exceed the height limitations determined to protect the approach and clear air zones established for the Zephyrhills Municipal Airport, as currently adopted or subsequently amended.
- *All applicants for site development / construction plan approvals and permits are required by City Ordinance to complete the FAA's online notice criteria tool. Verification from the FAA that a project is not of concern or a possible obstruction is required to be provided to the city prior to the issuance of any permits. Should a project be determined to be of concern, the FAA will require an extended review process on their end. The subject 4-story buildings proposed in this application for conditional use are not expected to be of concern.*
- C. Compliance with Resolution # 147 (attached) is required.
- *City Resolution No. 147 primarily pertains to the allowance of mid-rise structures and additional conditions related to the Fire Department. All plans shall meet the adopted building code and fire code standards, as well as any additional standards which may be required by Pasco County Fire Rescue.*

Conditional Use Requirements (LDC Part 11.10.00)

- A. The proposed conditional use will not adversely affect or contribute to the deterioration of life or property values in the immediate neighborhood.
- *It is not anticipated the construction of 4-story mid-rise structures would adversely affect or contribute to the deterioration of quality of life or property values in the neighborhood. The applicant's response to this question is that the project will be designed to prevent adverse impacts and avoid deterioration of quality of life or property values in the immediate neighborhood. The applicants will be required to meet minimum site design standards and enhanced standards can be required for landscaping, buffering and screening to reduce any potential impact.*
- B. The proposed conditional use is consistent with the character of and existing land use patterns in the surrounding area.
- *The proposed multi-family use is consistent with the current Future Land Use and Zoning Designations in the surrounding area. Similar mid-rise structures (between 3 and 5 stories inclusive) in the area consist of the American House to the west (3-story complex on a hill), Zephyr Commons Apartments (an approved 4-story complex, permits pending) to the west and the Grand Reserve Apartments (3-story complex on a hill) further south on Wire Road. The applicants have provided conceptual renderings of the proposed 4-story buildings in relation to existing development and topography in the area.*

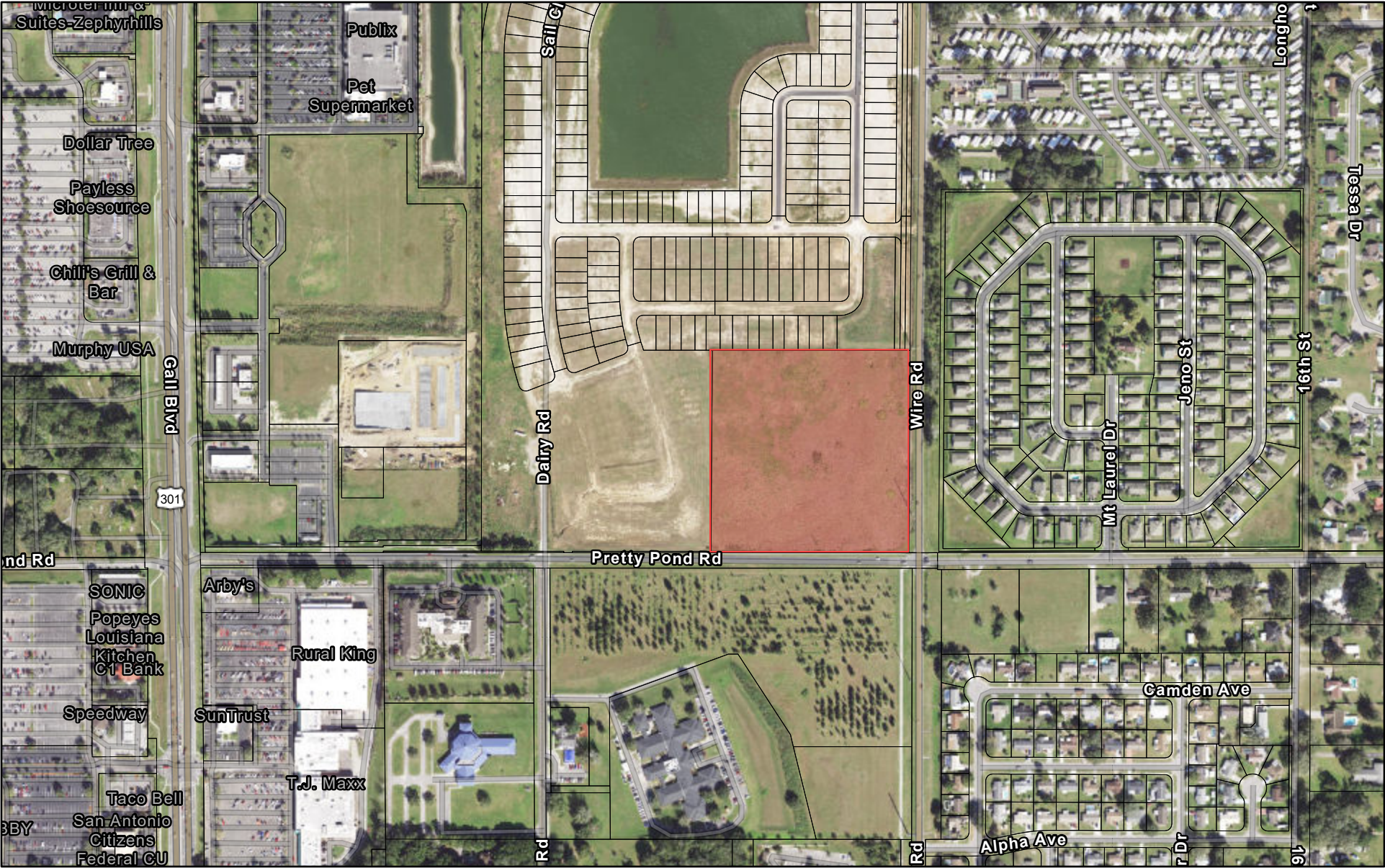
- C. The proposed conditional use will not create or excessively increase traffic or parking congestion or otherwise affect public safety.
- *The City requires traffic studies to be submitted at the time of site development plan review. The applicants will be required to submit a traffic study along with their site development plans which will determine any anticipated roadway and intersection improvements required as a result of the project.*
- D. The site upon which the proposed conditional use is to be located has suitable drainage, access, ingress and egress, off-street parking and loading areas.
- *APPLICANT'S RESPONSE: With a master drainage system, adequate soils and 2 roads for access, the site has adequate drainage, access, ingress and egress, off-street parking and loading areas.*
 - *The concept for the project shows 2 points of access into the project site (one located on Wire Road, the other on Pretty Pond Road) and is showing 480 parking spaces (2 parking space per dwelling unit), meeting the minimum parking requirements of the LDC for residential uses. The subject property is located within the Basin of Special Concern and drainage plans and study will be reviewed by the city's consultants at the time of site development plan review.*
- E. The site upon which the proposed conditional use is to be located has or may have screening or buffering to prevent interference with the enjoyment of surrounding areas.
- *Perimeter buffer and screening standards of the LDC will be required on all perimeters and around mechanical systems and dumpster enclosures. Interior and parking lot landscaping, as well as landscaping along retention areas, will also be required to prevent interference with the enjoyment of surrounding areas.*
- F. The proposed site meets applicable requirements of the zoning district in which it is located.
- *The subject site is approximately 12.0 acres, exceeding the minimum lot area requirements of 6,000 square feet for the R4 zoning district. The proposed density of approximately 20 units per acre (240 total units) is consistent with the maximum allowed density of the zoning district. All other zoning district regulations of the LDC will be applicable and assessed at the time of site development plan review.*
- G. Any existing or proposed signs or lighting will not adversely affect surrounding areas or vehicular traffic.
- *Proposed signage shall be consistent with the city's standards as outlined in the LDC Article VIII at the time of permitting. Parking lot and pedestrian lighting shall be designed not to spill onto adjacent roadways or properties, and will be approved at the time of site development plan review, if consistent with LDC minimum requirements.*
- H. The proposed conditional use will not interfere with or adversely affect the health, safety or welfare of the surrounding community area.
- *There is no indication that the proposed conditional use to exceed the height limitations of the zoning district will negatively impact the health, safety or welfare of the surrounding community.*

3. RECOMMENDATION

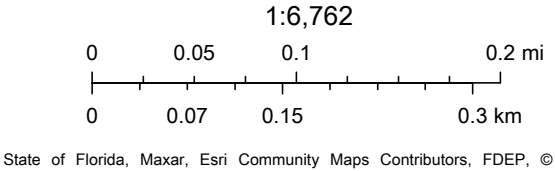
Site Plan Review Committee – The SPRC recommended approval of the conditional use to exceed the height limitations of the R4 zoning district at its regularly scheduled monthly meeting on January 1, 2022.

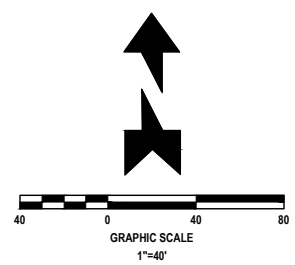
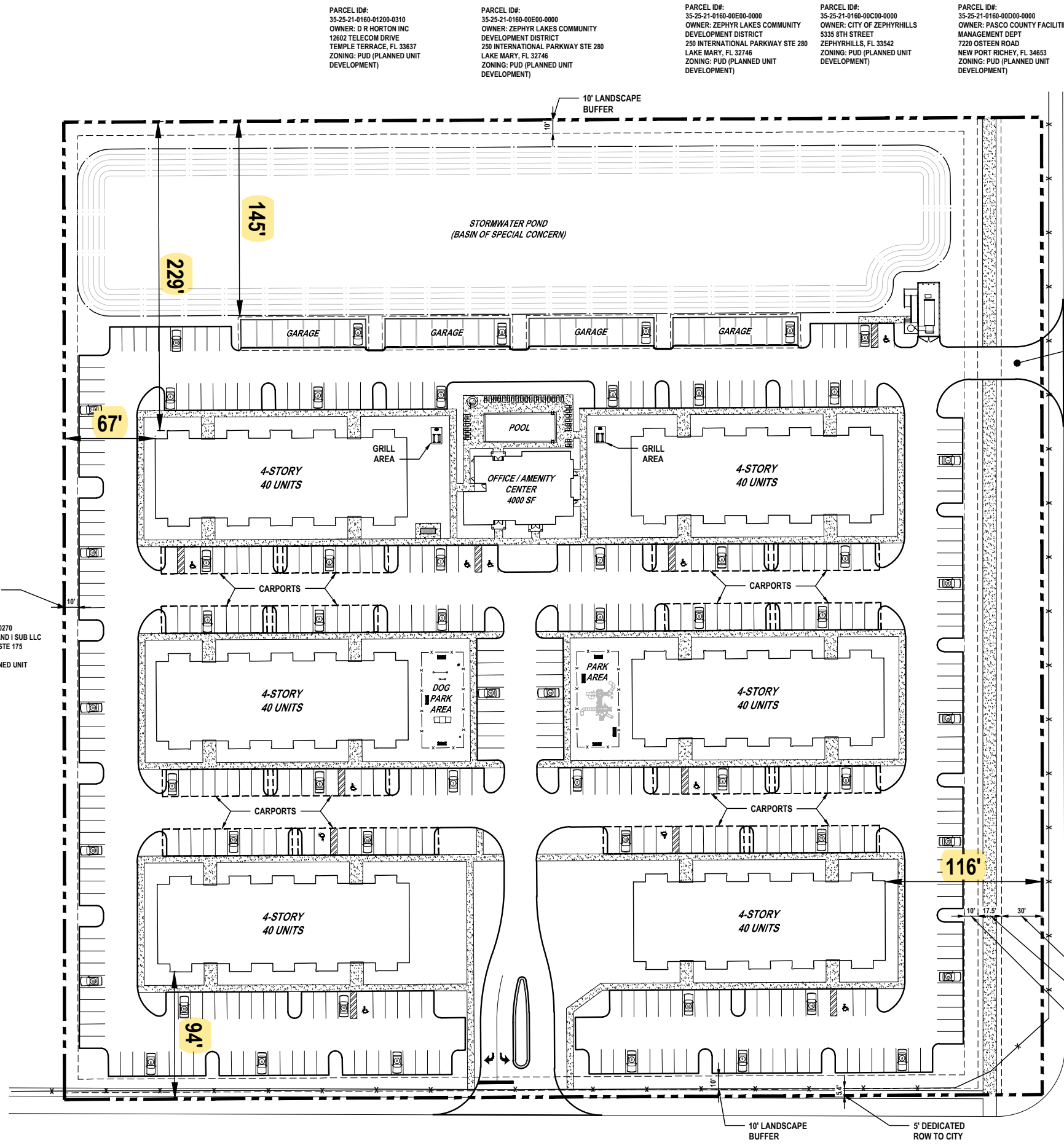
Planning Commission – The Planning Commission recommended approval of the conditional use at its regularly scheduled meeting on February 15, 2022.

Zephyrhills



2/10/2022





1. PROPERTY INFORMATION	
FUTURE LAND USE (FLU)	RESIDENTIAL
ZONING (w/ OVERLAY)	R-4 (MULTI-FAMILY RESIDENTIAL)
FLOODZONE	X
BUILDING USES	APARTMENTS

2. REQUIRED LOT SETBACKS			
	BUILDING	FEET	BUFFER
PRETTY POND (FRONT)	30'	FEET	10'
WIRE (FRONT)	30'	FEET	10'
NORTH (SIDE)	10'	FEET	10'
WEST (SIDE)	10'	FEET	10'
PROVIDED LOT SETBACKS			
	BUILDING	FEET	BUFFER
PRETTY POND (FRONT)	30'	FEET	10'
WIRE (FRONT)	30'	FEET	10'
NORTH (SIDE)	10'	FEET	10'
WEST (SIDE)	10'	FEET	10'
INTERNAL BUILDING SETBACKS			
BUILDING WALL	MIN. DIST.	REQ.	
FRONT	15'	FROM BACK OF CURB	
REAR	20'	FROM INTERIOR ROAD	
	15'	FROM ROAD/PARKING	
SIDE	10'	FROM AMENITY EDGE	
	10'	FROM STORM POND	

3. DIMENSIONAL REQUIREMENTS		
	REQ.	PROV.
MAX. BUILDING HEIGHT	35'	50'
MAX. UNITS PER ACRE	20	20
MAX. LOT IMPERVIOUS	75%	75%
MIN. LOT OPEN SPACE	25%	25%
MIN. LOT WIDTH	N/A	N/A
MIN. FLOOR AREA	N/A	N/A
TOTAL AMOUNT OF LOTS ALLOWABLE		240

4. PROPOSED SITE COVERAGE			
AREA TYPE	SF	ACRE	% OF SITE
BUILDING AREA	75,232	1.727	14.4%
ASPHALT	182,141	4.181	34.8%
CONCRETE	23,084	0.530	4.4%
WET POND	0.000		
GREEN SPACE	242,273	5.562	46.3%
TOTAL SITE	522,729	12.000	100.0%
TOTAL IMPERVIOUS	280,457	5.908	49.2%
TOTAL OPEN SPACE	242,273	6.092	50.8%

EXISTING SITE COVERAGE			
AREA TYPE	SF	ACRE	% OF SITE
BUILDING AREA IMP.	0	0.000	
DRIVEWAYS/ROADS	0	0.000	
WETLANDS	23,084	0.530	4.4%
WET POND	10,480	0.240	1.9%
GREEN SPACE	499,646	11.470	95.6%
TOTAL SITE	522,729	12.000	100.0%
TOTAL IMPERVIOUS*	0	0.000	
TOTAL OPEN SPACE	522,729	12.000	100.0%

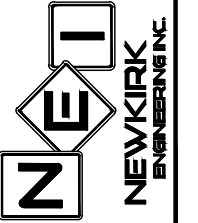
5. PARKING REQUIREMENTS				
BUILDING USE	A. SF/UNITS	B. SPACES	C. PER SF	D. REQ. SPACES
RESIDENTIAL	240	2	1	480
TOTAL REQUIRED SPACES				480

SPECIALTY PARKING REQUIREMENTS		REQ. SPACES
ADA SPACES		9

PROVIDED PARKING		
	%	PROV. SPACES
STANDARD SPACES	91.3%	438
ADA SPACES	2.1%	10
GARAGE SPACES	6.7%	32
TOTAL PROVIDED SPACES		480

REVISIONS	
DATE	DESCRIPTION

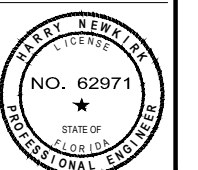
1230 North US1, Suite 3
Ormond Beach, Florida 32174
Phone (386) 872-7794
www.newkirk-engineering.com
C.A. # 30209
L.C. # 2600384
© 2013
Civil Engineering
Transportation, CEI &
Landscape Architecture



OVERALL DEVELOPMENT PLAN
SUMMIT APARTMENTS
PRETTY POND ROAD
ZEPHYRHILLS, FL 33540

THIS DRAWING IS THE PROPERTY OF NEWKIRK ENGINEERING. ANY USE OR REPRODUCTION IN WHOLE OR PART IS PROHIBITED WITHOUT THE EXPRESSED WRITTEN CONSENT OF NEWKIRK ENGINEERING. COPYRIGHT 2013 ALL RIGHTS RESERVED.

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY HARRY NEWKIRK, PE # 62971 ON



PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

PROJECT No: 2021-308
DATE: FEBRUARY 2022
DESIGN BY: CAB
DRAWN BY: DAB
CHECKED BY: HHN

SCALE: 1"=50'

DRAWING NUMBER



Conceptual View from the South





A RESOLUTION OF THE CITY OF ZEPHYRHILLS ESTABLISHING
CONDITIONAL REQUIREMENTS FOR BUILDINGS OVER TWO
STORIES IN HEIGHT OR MORE THAN THIRTY (30) FEET IN
HEIGHT.

WHEREAS, the City of Zephyrhills owns and operates a
Municipal Fire Department, and

WHEREAS, the City of Zephyrhills recognizes that the
health and welfare of its citizens require additional
restrictions and requirements for high rise structures in
addition to the City of Zephyrhills adopted Building and
Fire Codes and State laws.

NOW, THEREFORE, BE IT RESOLVED, by the City of
Zephyrhills sitting in regular session that the following
shall be conditional requirements for high rise
structures (buildings over two stories or more and thirty
(30) feet in height); and the following additional
requirements shall apply for one through three story
buildings in height; where the adopted Building/Fire
Codes and State laws exceed the conditional requirements,
the more restrictive shall be followed.

I. Type III & VI construction shall not be used in
structures over two stories or thirty (30) feet in height
regardless of its occupancy classification.

II. Three Story Buildings - a maximum of 45 feet in
Height. Regardless of the type of construction or its
occupancy classification:

(a) No structure shall be more than two stories or
a maximum of 30 feet in height unless the Zephyrhills
Fire Department has the manpower, apparatus, equipment,
water mains, and fire hydrants necessary to handle
emergencies in that particular structure(s).

(b) The buildings meets all the conditional
requirements for buildings three stories - a maximum of
45 feet in height.

III. Four and Five Story Buildings - a maximum of 60 - 75 feet in height. Regardless of the type of construction or its occupancy classification:

(a) No structure shall be more than five stories - a maximum of 75 feet in height.

(b) Four and five story buildings can be permitted if the Zephyrhills Fire Department has the manpower, apparatus, equipment, water mains, and fire hydrants necessary to handle emergencies in that particular structure(s).

(c) The Building meets all the conditional requirements for buildings more than three stories.

IV. Conditional Requirements for Buildings Three Stories - maximum of 45 feet in height.

(1) Full Automatic Sprinkler System as per NFPA 13 or NFPA 13D & SBC.

(a) Exception - Buildings three stories and a maximum of 45 feet in height without interior halls or corridors or stairs may be exempt from required sprinkler protection if the guest areas, residential units, work units, and office units have direct access to an exterior non-combustible balcony or exit way that has a minimum of two separate and remote exterior non-combustible stairs that lead safely to the ground.

(b) Exception - Sprinkler heads may be omitted from hazard areas when the hazard of water would create a greater hazard than the hazard protected. These areas shall be protected by Smoke/Heat Detectors and/or by suppression systems other than sprinkler heads.

(c) Exception - In Group R - Residential, sprinklers may be omitted in closets 24 square feet or less and in bathrooms 55 square feet or less.

2. Smoke Detectors - Single Station.

(a) All buildings regardless of the type of construction or occupancy classification one through three stories, not required to have an automatic fire alarm system, shall have single station smoke/heat detectors in all units.

(b) One every 30 feet of all hallways and corridors or a part thereof.

(c) In every hazard area and unoccupied storage areas.

(d) SBC - Group R.- Residential occupancies shall have smoke detectors for the deaf and hearing impaired in multiple dwellings located in guest and living units and in halls and corridors.

3. Standpipe - Wet.

(a) In all three story buildings with interior halls, corridors, or stairs and in three story buildings exempt from required automatic sprinklers that have any single floor gross area of more than 3,000 square feet shall have wet standpipe system as per NFPA 14.

(b) In three story buildings where full automatic sprinklers are required, a Class I or Class III system shall be installed and the sprinkler and standpipe system may be combined.

(c) In three story buildings that are not required to have full automatic sprinkler protection, a Class III system shall in installed.

4. Types of Construction.

(a) Three story buildings that have full automatic sprinklers shall be of Type I, Type II, Type IV, or Type V construction. Three story buildings that are not fully protected by automatic sprinklers shall be of Type I, Type II, or Type IV construction.

5. Elevators - Firemen Service.

(a) All three story buildings with interior halls, corridors, or stairs shall have at least one elevator with full firemen emergency service.

6. Stairs & Stairwells.

(a) All three story buildings with interior stairs and stairwells, the stairs and stairwells shall be of non-combustible construction.

(b) The stairwell enclosure shall be of a minimum of two hour fire rated.

(c) Doors from stairs on each floor will be a minimum of "B" (1-1/2 hour) rated with automatic closers.

7. Conditional Requirements for Buildings

Four Story Buildings - a maximum of 60 feet in height and Five Story Buildings - a maximum of 75 feet in height.

1. The Zephyrhills Fire Department shall have, or pending delivery of, an aerial apparatus with a minimum of 75 feet of verticle reach and the necessary manpower to man it before a four or five story building can be permitted.

2. Four story buildings shall be Type I, Type II, or Type IV protected construction regardless of its occupancy classification.

3. Five story buildings shall be Type I or Type II construction regardless of its classification.

4. All four and five story buildings shall have full automatic sprinkler system as per NFPA 13 with the exceptions listed in IV, 1 (b) & (c).

5. Standpipe System - Wet.

(a) All four and five story buildings shall have a wet standpipe system as per NFPA 14 and the SBC.

(b) Standpipe Systems shall be either Class I or Class III and the Sprinkler and Standpipe may be combined.

6. Automatic Fire Alarm; Supression System; Smoke/Heat Detectors; Manual Pull Stations; and Visual Alarms.

(a) All four and five story buildings shall have an automatic fire alarm system.

(b) Smoke/Heat Detectors shall be located in each unit, each guest and living unit, each hazard area, each unoccupied storage area, and one for each 30 feet of hallways and corridors or a part thereof.

(c) The automatic fire alarm, smoke/heat detectors, manual pull stations, sprinkler systems and other types of supression systems shall be tied into a central system that when any part of the central system is activated, it will sound an audible alarm in every portion of the building and visual fire alarms will indicate an emergency in all halls, corridors, and in all guest and living units to notify the deaf and hearing impaired.

(d) The central fire alarm system shall be tied into an annunciator panel located in an area that would be a normal entrance to the building by firefighters.

(e) All parts of the central system shall be installed and maintained as per the NFPA number that pertains to that part and requirements of the SBC.

7. Elevators & Firemen Service.

(a) All four and five story buildings shall have at least one elevator with full firemen service.

(b) Section 506.6 of the SBC shall apply to elevators in four and five story buildings.

8. Stairs and Stairwells.

(a) All four and five story buildings of Group B - Business, Group M - Merchantile, and Group R -

Residential shall have smoke proof enclosures as per SB 1104.5.

(b) All other four and five story buildings shall comply with Section IV - 6a, 6b and 6c; stairs shall also have automatic sprinkler protection.

9. Smoke Control. All four and five story buildings regardless of the occupancy classification or square footage shall comply with the SBC 506.5.

10. Standby Power and Light. All four and five story buildings regardless of the occupancy classification or square footage shall comply with the SBC 506.7.

11. Exits - Doors Locking. All four and five story buildings regardless of the occupancy classification or square footage shall comply with the SBC 506.8 (a).

This Resolution shall become effective March 25, 1985, and shall remain in full effect and force until modified by Resolution or Ordinance.

ATTEST:

Louis E. Holt
CITY MANAGER

Stanley Zachowski
PRESIDENT OF CITY COUNCIL

Robert Johnson
MAYOR



POTABLE WATER UPDATE (Pretty Pond Apts.)

Current Water Use Permit: 3,308,400 Avg. GPD

2021 Usage: 2,503,869 Avg. GPD

Remaining Available Usage Today: 804,531 GPD

Estimated Entitled Res. Project Usage: 630,250 Avg. GPD

This ESTIMATE includes approved Planned Unit Developments and projects issued a development order (site plan approval). This does not necessarily mean projects have pulled permits or guaranteed their usage through payment of utility impact fees, connection fees, or other means.

Remaining Available Usage after Res. Entitlements: 174,281 Avg. GPD*

Estimated Impact for Pretty Pond Apts. (240 Units): 60,000 Avg. GPD

Remaining Available After Pretty Pond Apts.: 114,281 Avg. GPD

NOTED ITEMS 4.1

cgi Digital Community Showcase Video Program

Issue:

Community showcase video for the City of Zephyrhills, produced by CGI Digital in partnership with the National League of Cities.

Background:

CGI Dital is a production company that works in partnership with the National League of Cities (NLC) to produce the official cost-free Community Showcase Video Program.

The company selected Zephyrhills to be one of its "featured communities" in its initiative this year for the state of Florida; other communities the company has partnered with include Tampa, Greenacres and Miami Gardens.

The Community Showcase Video Program provides a way for municipalities to effectively tell their story through the power of video and digital media tools. The program promotes the assets and attributes of cities through a series of customized videos. Designed to welcome new residents and visitors, recruit new business, and highlight quality of life, the videos feature many topics including economic development, education, real estate and relocation, and attractions.

The finished content will be placed on the City's official website and social media platforms as a high-quality promotional tool.

Attachment(s):

1. cgi Digital Agreement No. 41-22-10

Fiscal Impact:

No cost.

Staff Recommendation:

Informational



Name: Kevin Weiss
Title: Public Information Officer
Address: 5335 8th Street
City, State, Zip: Zephyrhills, FL 33542
Phone number: (813) 780-0205
Email: kweiss@ci.zephyrhills.fl.us
Website: <https://www.ci.zephyrhills.fl.us>

This Agreement is between CGI Communications, Inc. D/B/A CGI Digital ("CGI") and the City of Zephyrhills (the "City") and shall remain in effect from the date it is signed by both parties until the third anniversary of the date that the completed and approved Community Video Program is made available for viewer access on different devices via a link on the <https://www.ci.zephyrhills.fl.us> homepage, including any alternate versions of that homepage.

During the term of this Agreement, CGI shall:

- Produce up to 6 video chapters with subject matter that may include but is not limited to: Welcome, Education, Healthy Living, Homes / Real Estate, or Community Organizations
- Multiple segments of aerial footage pending approval from FAA and any airports within a 5 mile radius of filming location(s)
- Provide script writing and video content consultation
- Send a videographer to City locations to shoot footage for the videos
- Reserve the right to use still images and photos for video production
- Provide all aspects of video production and editing, from raw footage to final video including professional voiceovers and background music
- Provide our patented OneClick™ Technology and encode all videos into multiple streaming digital formats to play on all computer systems, browsers, and Internet connection speeds; recognized player formats include WindowsMedia™ and QuickTime™
- Store and stream all videos on CGI's dedicated server
- Afford businesses the opportunity to purchase various digital media products and services from CGI and its affiliates
- Feature business sponsors around the perimeter of video panels
- Be solely responsible for sponsorship fulfillment including all related aspects of marketing, production, printing, and distribution
- Facilitate viewer access of the Community Video Program from City website, including any alternate versions of City's homepage, for different devices, by providing HTML source code for a graphic link to be prominently displayed on the <https://www.ci.zephyrhills.fl.us> website homepage as follows: "Coming Soon" graphic link designed to coordinate with existing website color theme to be provided within 10 business days of execution of this Agreement. "Community Video Program" graphic link to be provided to replace the "Coming Soon" link upon completion and approval of videos
- Grant to City a license to use CGI's Line of Code to link to and/or stream the videos
- Own copyrights of the master Community Video Program
- Assume all costs for the Community Video Program

During the term of this Agreement, the City shall:

- Provide a letter of introduction for the program on City's letterhead
- Assist with the content and script for the Community Video Program
- Provide notice of any changes, revisions, requests or modifications to final video content within 30 days of its receipt
- Grant CGI the right to use City's name in connection with the preparation, production, and marketing of the Community Video Program
- Display the "Coming Soon" graphic link prominently on the <https://www.ci.zephyrhills.fl.us> homepage within 10 business days of receipt of HTML source code
- Display the "Community Video Program" link prominently on its <https://www.ci.zephyrhills.fl.us> homepage, including any alternate versions of your home page, for viewer access on different devices for the entire term of this Agreement
- Ensure that this Agreement remains valid and in force until the agreed upon expiration date, regardless of change in administration
- Grant full and exclusive streaming video rights for CGI and its subsidiaries, affiliates, successors and assigns to stream all video content produced by CGI for the Community Video Program
- Agree that the City will not knowingly submit any photograph, video, or other content that infringes on any third party's copyright, trademark or other intellectual property, privacy or publicity right for use in any video or other display comprising this program.

This Agreement constitutes the entire Agreement of the parties and supersedes any and all prior communications, understandings and Agreements, whether oral or written. No modification or claimed waiver of any provision shall be valid except by written amendment signed by the parties herein. City warrants that it is a tax exempt entity. The undersigned, have read and understand the above information and have full authority to sign this Agreement.

Zephyrhills, Florida

Signature:

William C. Poe, Sr.

Name (printed): William C. Poe, Sr.

Title: City Manager

Date: 3/3/22

CGI Communications, Inc. D/B/A CGI Digital

Nicole Rongo

Name (printed): Nicole Rongo

Title: Vice President, Government Relations & Strategic Partnerships

Date: February 22, 2022



130 East Main Street, 5th Floor
Rochester, NY 14604

Phone: 800.398.3029
Fax: 585.653.7393

NOTED ITEMS 4.2

RFQ for Branding & Marketing

Issue:

Brand research and development consulting services for the City of Zephyrhills.

Background:

The purpose of this Request for Quotations (RFQ) is to solicit bids from qualified firms to provide brand research and development services for the City of Zephyrhills.

The City seeks to enter into a Services contract with a qualified firm that will provide a brand assessment, create a brand identity, develop a brand strategy, and craft messaging for implementation throughout all City departments.

The RFQ will be distributed on Friday, March 18, 2022; the RFQ submission deadline is Friday, April 29, 2022 at 2:00 p.m. ET.

Attachment(s):

1. 352201 Branding _ Marketing Dev Prof Serv

Fiscal Impact:

Budgeted for \$70,000.

Staff Recommendation:

Informational

AGENCY:				Request for Qualifications	
CITY OF ZEPHYRHILLS ATTN: PURCHASING DEPT 5335 8TH STREET ZEPHYRHILLS, FL 33542		Response Acknowledgement			
PURCHASING AGENT: Karen Miller Phone: 813-780-0000 x3536 Email: kmiller@ci.zephyrhills.fl.us		AN EQUAL OPPORTUNITY EMPLOYER			
		FLORIDA TAX EXEMPT		#85-8012740166C-4	
		FEDERAL IDENTIFICATION NUMBER		#59-6000455	
Obtained ALL Bid Documents and Submit Q&A and Responses electronically on: BidNet Direct, https://www.bidnetdirect.com/					
BID/PROPOSAL NUMBER	DISTRIBUTION DATE	BID/PROPOSAL TITLE		BID/PROPOSAL RESPONSES OPENING DATE/TIME	
35-22-01	3/18/2022	Professional Services-Branding & Marketing Development		April 29, 2022 - Friday - 2:00 PM	
TELE CONFERENCE DATE GoTo Meeting ☐ Strongly Recommended ☒ None				RESPONSES RECEIVED AFTER ABOVE DATE AND TIME WILL NOT BE ACCEPTED Online Responses will be opened after Deadline A list of companies who responded will be posted	
SITE VISIT: None Scheduled.					
VENDOR MUST COMPLETE THE BELOW AREAS AND RETURN FORM, NOTARIZED. FORM IS REQUIRED.					
RESPONDER'S NAME/ADDRESS:				If returning as a "NO" state reason:	
TELPHONE NUMBER:				FEDERAL EMPLOYER ID NUMBER OR SS NUMBER:	
EMAIL ADDRESS:					
I certify this Response is made without prior understanding, agreement, or connections with any corporation, firm or person submitting a Response for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to all conditions of this Bid/Proposal and certify that I am authorized to sign this Response for the company. In submitting a Response to the City of Zephyrhills the Responder offers and agrees that if this Response is accepted, the Company will convey, sell, assign or transfer to the City of Zephyrhills all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Zephyrhills. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the Company.					
				AUTHORIZED SIGNATURE	
				PRINTED NAME/TITLE	
THIS FORM MUST BE NOTARIZED BELOW					
Sworn to and subscribed to me this ____ day of _____, 2022				AFFIX NOTARY STAMP BELOW	
Personally known: ☐ Or produced identification: ☐					
Type of ID: _____					
Notary Signature _____ State _____					
My commission expires: _____					
THE CITY OF ZEPHYRHILLS RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS, TO WAIVE INFORMALITIES, AND TO ACCEPT ALL OR ANY PART OF ANY RESPONSE/PROPOSAL AS MAY BE DEEMED TO BE IN THE BEST INTEREST OF THE CITY UNLESS OTHERWISE NOTED, PAYMENT OF GOODS OR SERVICES PROVIDED AS A RESULT OF THIS SOLICITATION WILL BE MADE PER FLORIDA STATUTE. ALL VENDORS MUST SUBMIT A COMPLETED W-9 FORM.					

TABLE OF CONTENTS

	Page
RFQ Response Form	3
Section 1.0 Introduction and RFQ Requirements	4 - 12
Section 2.0 Background & Expectations of Services	13 - 18
Zephyrhills Items of Interest Pictures	19 - 20
Section 3.0 Response Package Criteria	21 - 22
Section 4.0 Evaluation Criteria & Ranking Process	23
Section 5.0 Forms	24 - 38

**City of Zephyrhills
RFQ Form**

PROJECT IDENTIFICATION NUMBER: 35-22-01

PROJECT NAME: Brand Research and Development for the City of Zephyrhills

RFQ DEADLINE: Friday, April 29, 2022

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

Required Documents:

- ☐ RFQ Cover Sheet, P1
- ☐ RFQ Form, P3
- ☐ Section 3 responses, P21
- ☐ Timeline, P21
- ☐ Resumes, P21
- ☐ Organization Chart, P22
- ☐ Licenses
- ☐ City Forms
- ☐ References
- ☐ RFQ Acceptance Form, P38

FIRM NAME: _____

SUBMITTER'S NAME/TITLE: _____

ADDRESS: _____

TELEPHONE NUMBER _____ FAX _____

EMAIL ADDRESS _____

Firm Representative Signature: _____ **Date** _____

Notary or Corporate

SECTION 1

1.0 INTRODUCTION TO REQUEST FOR QUALIFICATIONS

1.1 Invitation: The City of Zephyrhills (the “City”), invites responses (“Responses”) which offer to provide the services described in Section 2.0: “Scope of Services.”

1.2 Agreement Terms and Conditions: The Firm(s) selected to provide the service(s) requested herein (the “Successful Firm(s)”) shall be required to execute an Agreement with the City. In the event that the Firm 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 Firm of intent to award the contract to the next ranked Firm, or to call for new solicitation.

After a contract is signed, failure to comply with any of the terms and conditions of this RFQ by the awarded firm will be cause for termination of the **“Brand Research and Development for the City of Zephyrhills.”**

1.3 Additional Information or Clarification: Requests for additional information or clarifications must be made in writing. Firms may e-mail their requests for additional information to the Purchasing Agent or submit their requests via BidNet Direct in accordance with Article 1.4 Cone of Silence. Any request for additional information or clarification must be received in writing either by email or via BidNet Direct **no later than Friday – April 8, 2022 by 2:00 PM.**

The City will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the Response Submission Date. Firms should not rely on any representations, statements or explanations other than those made in this RFQ or in 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 Firm’s responsibility to assure receipt of all addenda. The Firm shall acknowledge receipt of all addenda in their cover letter.

1.4 Award of Agreement: An Agreement may be awarded to the Successful Firm(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 Firm(s) that is determined to be in the City’s best interest.

1.5 Agreement Execution: By submitting a Response, the Firm(s) agree to be bound to and execute the Agreement for: **Brand Research and Development for the City of Zephyrhills.** Without diminishing the foregoing, the Firm 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.

- 1.6 Response Package: Careful attention must be given to all requested items contained in this RFQ. Firms are invited to submit Responses in accordance with the requirements of this RFQ. **PLEASE READ THE ENTIRE SOLICITATION BEFORE SUBMITTING A RESPONSE.** Firms shall make the necessary entry in all blanks and forms provided for the Response.
- 1.6.1 Each response that is submitted for evaluation must meet the requirements specified in the RFQ.
- 1.6.2 Failure to submit all required items in the manner specified may result in your submittal being found unacceptable.
- 1.6.3 Any submittal found unacceptable will not be considered for selection for this project.
- 1.7 Changes/Alterations: Firms may change or withdraw a Response at any time prior to Response Submission Deadline. All changes or withdrawals shall be made through BidNet Direct prior to the deadline. Oral/Verbal modifications will not be allowed. Written modifications will not be accepted after the Response deadline.
- 1.8 Discrepancies, Errors, and Omissions: Any discrepancies, errors, or ambiguities in the RFQ or addenda (if any) should be reported in writing to the City of Zephyrhills Purchasing Agent in the manner prescribed in RFQ Section 1.3. Should it be necessary, the City will issue a written addendum to the RFQ clarifying such conflicts or ambiguities.
- 1.9 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 Firm. 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 Qualification.
- 1.10 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 firm for professional services at compensation which the agency determines is fair, competitive and reasonable in keeping with the best interests of the City.
- 1.11 Firm's Expenditures: Firms 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 Firm. The City shall not pay or reimburse any expenditure or any other expense incurred by any Firm in preparation of a Response or anticipation of an Agreement award or to maintain the approved status of the Successful Firm(s) if an Agreement is awarded.
- 1.12 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.
- 1.13 Conflicts of Interest: No firm shall be eligible for selection on any project and no work shall be assigned to a firm which conflicts with or is duplicative of any work by the firm or any affiliated business entity, including, but not limited to, partnerships, joint ventures, and subsidiaries of the same parent corporation or firm.

1.14 Indemnification and Insurance Requirements

Indemnity: Firm 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 Firm, its officers, agents or employees in performance or non-performance of its obligations under the Agreement generated from this solicitation. Firm 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 Firm 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.

1.15 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 Firm at the time of termination may be adjusted to cover any additional costs to the local government because of the Firm's.

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

For any termination, the equitable adjustment shall provide for payment to the Firm for services rendered and expenses incurred prior to receipt of the notice of intent to terminate, by the Firm relating to commitments which had become firm prior to receipt of the notice of intent to terminate.

- d. Upon receipt of a termination action under paragraphs (a) or (b) above, the Firm 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 Firm in performing this contract, whether completed or in process.
- e. Upon termination, the local government may take over the work and may award another party a contract to complete the work described in this contract.
- f. If, after termination for failure of the Firm to fulfill contractual obligations, it is determined that the Firm 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.

1.16 Insurance:

Firm 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 \$1,000,000 (this could be \$2,000,000 depending on the amount of the contract) combined Single Limits, or to the extent and in such amounts as required and authorized by Florida law, and will provide endorsed certificates of insurance generated and executed by a licensed insurance broker, brokerage or similar licensed insurance professional evidencing such coverage, and naming the City of Zephyrhills as a named, additional insured, as well as furnishing the City of Zephyrhills with a certified copy, or copies, of said insurance policies. Certificates of insurance and certified copies of these insurance policies must accompany the signed contract. Said insurance coverages procured by the Firm as required herein shall be considered, and the Firm 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 Firm 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:

For any contracts that may apply to the following in the first sentence should also include statement below. If this solicitation includes: (1) construction of a new above-ground structure or structures, or (2) any addition(s), improvement(s), alteration(s), or repair(s), to an existing above-ground structure or structures, or (3) the installation of machinery or equipment into an existing structure or structures, the Firm 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 Firm'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 Firm shall be responsible. The risk of loss whether insured or not shall remain with the Firm until final acceptance. Upon request, Firm shall furnish to the City complete copies of the insurance policy.

1.18 RFQ TIME TABLE

The anticipated schedule for the RFQ and contract approval is as follows:

Time Line	Date
Distribution/Advertised	Friday - March 18, 2022
Question Deadline	Friday - April 8, 2022 – 2pm
RFQ Deadline-Online Submittal	Friday - April 29, 2022- 2pm
Review Responses & Interviews	April 29 - May 18, 2022
Present to City Council	Monday - May 23, 2022

1.19 RFQ Availability: RFQ documents, plans, addendums can be viewed and downloaded from BidNet Direct www.bidnetdirect.com. 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, Customer Service number is 800-835-4603 to provide assistance. Responses will be opened after the deadline online. A listing of those firms who submitted a response will be posted.

1.20 Response Submission: One electronic response package shall be uploaded on BidNet Direct www.bidnetdirect.com, prior to the Opening time of **Friday – April 29, 2022 by 2:00 p.m.** Responses shall not be more than the page requirements while still meeting solicitation requirements. City required forms are not part of the page count.

The upload to BidNet Direct in response to the City of Zephyrhills RFQ prior to the specified date and time is solely and strictly the responsibility of the proposing firm. 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 firm or individual, and Firm 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 Firm to perform the required services at the stated fees.

Each Firm 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 BidNet Direct online. Late submissions is not accepted on BidNet Direct.

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 Oral Presentation: A formal oral presentation **may** be required by each firm that is selected during the initial review process (at the sole option of the City). If required, presentations should be in support of the firm's response or to exhibit or otherwise demonstrate the information contained therein. If the Committee wishes additional clarification of any information or additional information, any of the firms may be requested to submit that information in writing. The top three firms will be notified via email.

1.23 Acceptance of Applicable Policies & Procedures.

1.23.1 Firms 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 lease(s).

1.23.2 Any concerns, or issues, relating to current policies and procedures may be addressed with City staff, but separate from this selection process.

1.24 The City Manager will appoint a ranking committee who will review and evaluate the qualifications of all interested firms. This committee shall select at least three (3) firms 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 and interview (if applicable) process. 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.

1.25 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.

1.26 Formal Interview (if applicable) Evaluation Criteria

- Overall impression of the business representatives
- Methodology presented to assure success
- Ability to present confidence in their ability to be successful.
- Ability of team members to communicate during the interview process

- Firm's ability to effectively answer questions and problem solve in the meeting
- Overall impression of the firm

1.27 Interview Format. If applicable, the **top three (3)** firms selected **may** be asked to make a presentation to the Evaluation Committee. If a presentation is requested the three firms will be notified by the City via email by the Purchasing Agent. Each firm selected for further consideration shall be notified in writing and informed of a place and time for the interview session via GoTo Meeting. The time allotted to each firm for the presentation and interview shall not exceed thirty five (35) (5 minutes for setup, 20 minutes for presentation, 5 minutes for questions, and 5 minutes 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 firm in order to make a final selection of the best-suited firm for the contract. Firms should focus their presentations what they plan to bring to Zephyrhills; marketing strategies and plan for success.

Firms are discouraged from reviewing company history and past experience evaluated during the written submittals unless this information is relevant to this process. All key personnel should be present at the GoTo interview.

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.
- Response quality and references
- Demonstrated understanding and success of similar projects.
- Demonstrated ability to communicate well.
- Ability to perform the work within the stated timeframe.
- Overall cost and fees to be charged.

1.30 Final Evaluation. Upon completion of the evaluation process by the Evaluation Committee, the firms 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 firm. Should the City be unable to negotiate a satisfactory contract with the top-ranked firm at a price determined to be fair and reasonable, negotiations shall be terminated with that firm and the City shall initiate negotiations with the second ranked firm 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 Fee Proposal. Fee proposals will be solicited from the short-listed candidates. Fee proposals shall be submitted to the Purchasing Agent via email (kmiller@ci.zephyrhills.fl.us) on Tuesday, day after the City Council Monday meeting. Mark your emails "**FEE PROPOSAL**-

Company Name” in the subject line. Emails containing the Fees will be opened on Tuesday to be used with the negotiations, starting with the number one ranked.

- 1.33 Exception to the RFQ. Firms may take exceptions to any of the terms of this RFQ unless the RFQ specially states where exceptions may not be taken. Should a Firm take exception where none is permitted, the response will be rejected as nonresponsive. All exceptions taken must be specific, and the Firm 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 Firm furnish the services or goods described herein, or negotiate an acceptable alternative.

- 1.34 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.

- 1.35 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.

- 1.36 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 Firm’s best terms from a cost or price and technical standpoint.

The City reserves the right to enter into contract negotiations with the selected Firm. If the City and the selected Firm cannot negotiate a successful contract, the City may terminate said negotiations and begin negotiations with the next selected Firm. This process will continue until a contract has been executed or all Firms have been rejected. No Firm shall have any rights against the City arising from such negotiations.

- 1.37 Right to Protest. Any actual or prospective Firm who is aggrieved in connection with the solicitation or award of a contract may seek resolution of its complaints by contacting the City Manager.

- 1.38 Public Records: In accordance with 119.0701 F.S. Firm shall:

IF CONSULTANT OR FIRM 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:

**LORI HILLMAN, CITY CLERK
CITY OF ZEPHYRHILLS
5335 8TH STREET
ZEPHYRHILLS, FLORIDA 33542
LHILLMAN@CI.ZEPHYRHILLS.FL.US
813-780-0000**

- 1.39 ACH-EFT Payments: The City will make payments for services provided under this contract by means of an ACH-EFT process.

SECTION 2

2.0 BACKGROUND & EXPECTATIONS OF SERVICES

2.1 PURPOSE: The purpose of this Request for Quotations (RFQ) is to solicit bids from qualified firms to provide brand research and development services for the City of Zephyrhills. The City seeks to enter into a Services contract with a qualified firm that will provide a brand assessment, create a brand identity, develop a brand strategy, and craft messaging for implementation throughout all City departments.

2.2 BACKGROUND: The historic, yet growing City of Zephyrhills is located 30 miles northeast of Tampa, in West Central Florida. Known as the “City of Pure Water,” it’s commonly associated with Zephyrhills Brand 100% Natural Spring Water, bottled by BlueTriton Brands.

Zephyrhills prides itself as a friendly town and great place to raise a family — and a calmer, more affordable alternative to the bustling, unincorporated Wesley Chapel community nearby.

As a signal of the area’s surge, Zephyrhills became Pasco County’s largest city in the latest population count from the U.S. Census; the City has grown from more than 13,000 residents in 2010, to more than 17,000 residents in 2020.

For decades, Zephyrhills has been known worldwide as a major skydiving destination, where professional and recreational parachutists visit from around the world, to partake in ideal jump conditions and specialty aircrafts.

The City was also regarded as a go-to destination for seasonal northern residents (commonly referred to as “snowbirds”) dating back to around 1920 or so.

Zephyrhills is rooted in heritage, boasting a Founders’ Day that is recognized by the U.S. Library of Congress Local Legacies Project; Historic Train Depot Museum; World War II Barracks Museum; and many restored aviation planes at the local airport.

Founded by Captain H.B. Jeffries, Zephyrhills was established as a retirement area for old Union soldiers. Jeffries’ 1912 home in downtown Zephyrhills was added to the U.S. National Register of Historic Places on Nov. 29, 1995; in 2021, the home was repurposed into a sit-down, daily lunch café that offers soups, salads, sandwiches and homemade desserts.

Ongoing construction and new residential development projects are quickly altering the City’s landscape, however. In recent years, Zephyrhills has seen a Starbucks, WaWa, Chick-Fil-A, and Chipotle open up within the pro-business community. The City, too, is now home to the Sarah Vande Berg Tennis & Wellness Center, which opened in 2020. The \$5 million world-class facility features eleven tennis courts,

eight pickle ball courts, four padel courts, cryotherapy, salt room, sauna, sports counseling, fitness center, and a restaurant. An additional \$4.66 million Phase II construction of the tennis center will yield additional outdoor courts and a large-scale, multi-purpose indoor facility capable of hosting various sports activities, along with banquets and ceremonies. The brand-new tennis center complements greater Pasco County's directive of being a leader year-round in youth and amateur sports tourism. In 2019, the county's destination management organization rebranded as "Florida's Sports Coast."

Other recreational improvements are on track in Zephyrhills alone, including the revamp of Hercules Park, expected to include a multi-purpose exercise trail, open playfield, nature-based playground and sheltered picnic space, at the corner of County Road 54 and Gall Boulevard.

The City, too, is striving to revive its downtown area, on Fifth Avenue. A brewing company there has been an economic driver, along with a number of other unique, diverse storefronts, including axe throwing and a board game café. Plans are also in works to develop a downtown event venue, to become a walkable gathering place for weeknight and weekend events, be it small concerts, live watch parties, artisan markets and so on.

Major upgrades are coming to the Zephyrhills Municipal Airport — the only publicly-owned and operated airport in the Pasco County region. This includes the completion of a 1,500-foot runway extension and state funding secured to construct jet parking for all aircraft arrivals and departures. A site just north of the airport has been earmarked for a National Guard Armory, resulting from a \$25 million state appropriation this past legislative session. This is anticipated to become another economic catalyst, with soldiers coming in to work and train.

Meanwhile, the City is developing a master plan aimed at increasing high-wage industrial jobs and boosting the region's economy over the next 20 or so years. Called the Zephyrhills Industrial Corridor Plan, it focuses on a large grouping of industrial properties and adjacent areas within the Chancey Road corridor, near the Zephyrhills Municipal Airport.

The planning area is generally bound by Melrose Avenue to the north, the CSX Transportation railroad and U.S. 301 to the west, Pattie Road to the south, and Barry Road and the Upper Hillsborough Wildlife Management Area to the east.

Of note, the City's top private-sector employers presently include AdventHealth Zephyrhills (1,100 employees) and Florida Medical Clinic (850 employees), followed by Zephyrhills Bottled Water (325 employees), Morrow Steel (125 employees) and Heyl Truck Lines (50 employees).

The City's location is in the middle of a solid framework of highways, railroads, airports and seaports. The greater Tampa Bay area is about 35 minutes away and conveniently accessible via both I-75 and I-4 connections, with the Lake Buena Vista area and Orlando attractions about 60 minutes away.

The City's mission is simple: to provide stellar services to our residents at a reasonable cost, and in a friendly, efficient manner.

In May 2002, the Zephyrhills City Council adopted a new mission statement that best represents our objectives as a local governmental entity: "Zephyrhills is a friendly community which respects and embraces its past and heritage, values the diversity of its residents, and encourages economic growth and development while retaining its small town, neighborly charm."

The City envisions project success to include:

- A consistent, cohesive brand image, personality and message.
- A more engaged and informed community.
- A universal message and image that all departments can use to communicate efficiently and effectively.
- A brand that adds value to the city while defining who we are as a community and the dynamic future we are creating.
- A stronger sense of community that engages and attracts residents, promotes economic development, encourages civic engagement, and boosts tourism.

- 2.3 **EXPECTATIONS:** The Firm is expected to develop a plan that utilizes tools, information, resources and data obtained via these existing contracts. This may entail a collaboration between the Firm and several other firms with which the City has existing contracts.

The City envisions project success to include:

- 2.3.1 A consistent, cohesive brand image, personality and message
- 2.3.2 A more engaged and informed community
- 2.3.3 An universal message and image that all departments can use to communicate efficiently and effectively.
- 2.3.4 A brand that adds value to the City while defining who we are as a community and the dynamic future we are creating.
- 2.3.5 A stronger sense of community that engages and attracts residents, promotes economic development, encourages civic engagement, and boost tourism.

Transformation is taking place from one end of Zephyrhills to the other. Now is the time to create a vibrant brand and compelling brand story that encourages people to live, work and visit the City of Zephyrhills.

- 2.4 **GENERAL REQUIREMENTS:** The Firm shall provide a full range of brand research and development services for the City, working in close collaboration with the City's Public Information Officer. Services shall include, but not limited to:

- 2.4.1 Brand Research
- 2.4.2 Discover and Positioning
- 2.4.3 Development of a brand strategy
- 2.4.4 Creation of a Communication Plan that tells the unique story of our diverse and growing City and establishes the City's visual identity and branding messaging.

- 2.4.5 Reports and Presentation: The Firm shall provide regular written reports to the City of Zephyrhills' Public Information Officer. On a schedule at the determined at the onset of the project, the firm will also submit periodic
- 2.5 The following shall be key components of the services to be provided under the Contract to be established from this solicitation:
- 2.5.1 Identification and promotion of what makes the City of Zephyrhills distinct and appealing in a regionally competitive environment for residents, businesses, investors and visitors
 - 2.5.2 Development of a flexible and adaptable brand that meets the needs of a variety of departments and municipal functions within the City while instilling community pride and encouraging individuals and businesses to support the City.
 - 2.5.3 Creation of mission, messaging and branding statements that will shape current and future communication efforts by the City.
 - 2.5.4 Implementation of a brand that is authentic and resonates with residents, businesses, and community groups within the City and throughout the region
- 2.6 **SPECIFIC REQUIREMENTS:** Key tasks and services under the Contract shall include, but not limited to:
- 2.6.1 Evaluation of the effectiveness and alignment of the City's current brand, including but not limited to the logo, marketing materials, social media channels and websites.
 - 2.6.2 Review/study of other municipalities in the Tampa Area, as well as cities with similar demographics and populations, and provisions of brand comparison and analysis.
 - 2.6.3 Collaboration with the City's existing marketing agencies to translate brand creation across multiple channels and identification of opportunities for a more consistent and cohesive city voice across all departments.
 - 2.6.4 Planning and facilitation of a community survey of residents and businesses to gauge sentiments about City services, sources of community pride and development of a list of areas for improvement. *Note: The City has contracts with survey companies that can support this effort.*
 - 2.6.5 Development of a SWOT (Strengths, Weaknesses, Opportunities and Threats) analysis for the City's review.
 - 2.6.6 Evaluation of the City's website, www.ci.zephyrhills.fl.us, provide input on how to make the site more user friendly and engaging while incorporating the new brand and messaging.
 - 2.6.7 Identification of key stakeholder groups and hosting of focus group sessions; reporting on findings and development of outlines of further opportunities to engage these groups.
 - 2.6.8 Identification of potential partnership opportunities to grow the brand with community stakeholders and groups, including but not limited to the Chamber of Commerce, business associations, churches, civic groups, professional organizations and community influencers.
 - 2.6.9 Development of a comprehensive brand strategy for the City, including but not limited to, positioning personality, promise, differentiation, marketing and value proposition.

- 2.6.10 Creation of the brand identity, including, but not limited to, City logo, tagline, brand standards/guidelines and trademarking.
- 2.6.11 Development of a brand message that resonates with potential employees, supporting the City's recruitment efforts and marketing the City as an employer of choice.
- 2.6.12 Development of a plan to gain organizational consensus for the brand and creation of employee ambassadors.
- 2.6.13 Creation of a comprehensive strategy for introducing the new brand and marketing it on an ongoing basis. The plan should include the use of a variety of methods, including but not limited to, public relations activities, marketing strategies, online/social media strategies, advertising, collateral materials, etc.

2.7 **DELIVERABLES:**

- 2.7.1 **Reports and Presentations:** The Firm shall provide regular written reports to the Public Information Officer and Senior Staff, Council. On a schedule determined at the onset of the project. The Firm will also submit periodic/milestone progress reports and make live presentations to designated City teams, including but not limited to Public Information Officer, City Management and City Council.
- 2.7.2 **Preliminary Report:** At least midway into the contract period, the Firm shall present a preliminary project report to the City. The City shall have the right to modify and/or require additional elucidations as it deems necessary, to ensure a comprehensive and clear documentation of all tasks required under this solicitation.
- 2.7.3 **Reports on Specific Requirements:** The Firm shall submit reports on all the key components and tasks of the required services, study findings, recommendations, developed strategies, opportunities, messages, plans, etc. This encompasses items listed under Specific Requirements (Section 2 of the Scope of Work), including but not limited to, findings of the community survey, reports from focus group sessions, SWOT analysis, brand comparison with other municipalities, website recommendations, and listing of partnership opportunities.
- 2.7.4 **Collateral:** The Firm will provide electronic versions of all required deliverables, including the City logo, brand standards, communications plan, employee engagement plan, sample messaging and other materials. The logo should be provided in various formats (ex. Eps, jpg, .png) in full color, black and white, and reversed versions.
- 2.7.5 **Trademark and Copyright Guidance:** The Firm will provide guidance on the process and expenses associated with obtaining the appropriate copyright and trademark rights for new images and taglines.
- 2.7.6 **Brand Implementation Strategy:** The Firm shall provide a comprehensive strategy for introducing the new brand via various methods.
- 2.7.7 Other related services related to the Scope of Work required by the City.

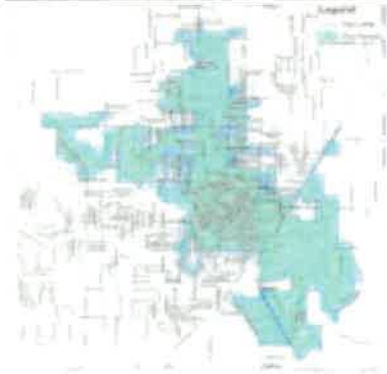
2.8 **ACCEPTANCE OF APPLICABLE POLICIES & PROCEDURES:**

- 2.8.1 Firms 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.
- 2.8.2 Any concerns, or issues, relating to current policies and procedures may be addressed with City staff, but separate from this selection process

- 2.9 **CONTRACT TERM:**
- 2.9.1 **Basic Period:** Twelve months (12) after successful negotiations and a signed agreement.
 - 2.9.2 **Budget:** \$70,000
 - 2.9.3 **Optional Extension(s):** The budgeted amount for branding services will not be increased, but if one of the deliverables needs an additional extension, both parties can evaluate and consider.
- 2.10 **PAYMENT PROCESS:** Payments made under this contract will be processed by ACH processing.

City of Zephyrhills





SECTION 3

3.0 RESPONSE PACKAGE CRITERIA

- 3.1 **COVER LETTER**-optional can be submitted, one page maximum, to serve only as a transmittal document. The optional cover letter shall not include any information to be considered for evaluation by the Selection Committee.
- 3.2 **TABLE OF CONTENTS** for PROFESSIONAL SERVICES-BRAND RESEARCH & DEVELOPMENT RESPONSE is to be completed by the submitting firm and included in the bound copies of the firm's response.
 - 3.2.1 Please arrange in the order indicated on the TABLE OF CONTENTS provided in this RFQ.
 - 3.2.2 The page numbers should indicate the location for each of the listed items.
 - 3.2.3 **FIRM DATA SHEET** for the prime firm only.
 - 3.2.4 Responses to the evaluation criteria
 - Each of the criteria in Section 2.1 must be specifically addressed
 - Responses shall not exceed the established page limits
- 3.3 The response information should be included on either the forms provided in this RFQ, or a reasonable facsimile of the provided forms. Firms choosing to use reasonable facsimiles of required forms should maintain both the format and content of the provided forms.
- 3.4 One electronic complete copy is to be submitted via BidNet Direct which must contain the following:
- 3.5 Approach to Projects and Ability to Furnish Required Services-7 Page Maximum
 - 3.5.1 Indicate if services listed in Section 2 will be provided by applicant or by sub consultant firm. When services are to be provided by sub consultant firm, include sub consultant firm's name and specify what services will be provided.
 - 3.5.2 Relative to the scope of services for this project, describe the specific abilities of the firm. Describe how you plan for the services and how those plans are to be executed.
 - 3.5.3 Include any innovative approaches to providing the services to or implementing the project.
 - 3.5.4 Briefly describe your Quality Assurance/Quality Control Program.
 - 3.5.5 **Timeline:** Provide a **one (1)** page timeline on all services to be provided.
- 3.6 Ability of Professional Personnel-6 Page Maximum
 - 3.6.1 Attach resumes only for key personnel of the Project Team, detailing past experience as it relates to similar types of projects. Resumes should be tailored to reflect relevant experience in projects similar in scope and complexity to the ones listed for this RFQ.

3.6.2 Submit organizational charts delineating **key** personnel-**1 Page Maximum**. Explain their roles in your project organization and how their past experience enhances their roles for these miscellaneous projects.

3.7 Successful Experience with Similar Projects-4 Page Max per Project

3.7.1 List **eight (8)** recent projects, during the past 5 years, to indicate proficiency in similar work. The experience listed can be of the project team and not necessarily of the submitting firm.

3.7.1.1 These projects should reflect both the firm's experience as well as the proposed project team's experience with similar projects. Projects listed should match as closely as possible the scope of services listed in Section 2, Item 2.1.

3.1.1.2 Each project must contain the following information:

- Project Title
- Location of Project
- Project Description
- Project Start / Completion Date.
- Owner's Name and Address
- Contact Person, Phone Number and Email Address
- Prime firm? Or Sub consultant?
- Type/Scope of services provided.
- Contracted Services completed with budget? If not, why.
- Contracted Services completed on time? If not, why.

3.8 Project Team Location on Project Responses-2 Pages Maximum

3.8.1 Define where elements of the work will be performed (city/state); whether performed by Prime or Sub consultant firms, and who in the Firm's organizational chart will oversee performance of that work.

3.8.2 Specify the members of the project team and location for each. Where key personnel are not stationed locally, describe how they will be successfully integrated into the project team for timely coordination on project needs. The Project team location shall be in the greater Tampa Bay region, within an 80 miles radius of Zephyrhills.

SECTION 4

4.0 EVALUATION CRITERIA & RANKING PROCESS

- 4.1 General Ranking. The evaluation and ranking of all Competitive responses received shall be accomplished utilizing the criteria described in this Section.
- 4.2 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:

Written Evaluation Criteria:

Technical Depth	35
Experience & Qualification of Firm	20
Experience & Qualification of Firm's Team Members	15
Similar Successful Municipal Airport/FAA Projects	15
References	15

1.27 Formal Interview Evaluation Criteria

Overall Impression of Key Team Members	25
Methodology presented to assure Success	20
Ability to ensure success within Time & Budget	15
Communications	20
Responses to Questions & Problem Solving	20

References may be called regarding the level of satisfaction with services rendered by the proposing firm, technical ability, cost, and education of and presentation to governing bodies.

SECTION 5

5.0 FORMS

COVER SHEET FOR RESPONSE *(Not part of the page count)*

TABLE OF CONTENTS FOR PROFESSIONAL CONSULTANT RESPONSE *(Not part of the page count)*

FIRM DATA SHEET

PROFESSIONAL CONSULTANT RESPONSE FORMS

- APPROACH TO PROJECT AND ABILITY TO PROVIDE REQUIRED SERVICES
 - Timeline
- ABILITY OF PROFESSIONAL PERSONNEL
- SUCCESSFUL EXPERIENCE WITH SIMILAR PROJECTS
- EFFECT OF PROJECT TEAM LOCATION ON PROJECT RESPONSES
- FIRM DATA SHEET & FIRM DATA SHEET-CONSULTANT FIRMS
- REFERENCES
- LICENSES *(Not part of page count)*
- FORMS (City Required)
 - DRUG FREE WORKPLACE FORM *(Not part of page count)*
 - PUBLIC ENTITY CRIMES *(Not part of page count)*
 - ADDENDA ACKNOWLEDGEMENT *(Not part of page count)*
 - NON-COLLUSIVE AFFIDAVIT *(Not part of page count)*
 - E-VERIFY *(Not part of page count)*
 - ERROR & OMISSIONS *(Not part of page count)*
 - CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY & VOLUNTARY EXCLUSION FORM *(Not part of page count)*
 - RFQ ACCEPTANCE *(Not part of page count)*

TABLE OF CONTENTS *One (1) Page Maximum*
FOR
PROFESSIONAL SERVICES-BRAND RESEARCH & DEVELOPMENT RESPONSE

FIRM: _____

PROJECT: _____

<u>ITEM</u>	<u>PAGE NUMBER</u>
--------------------	---------------------------

COVER LETTER (OPTIONAL) *One (1) Page Maximum*

FIRM DATA SHEET *One (1) Page Maximum*

FIRM DATA SHEET-SUB CONSULTANT *One (1) Page Maximum*

PROJECT AND ABILITY TO FURNISH REQUIRED SERVICES *Seven (7) Page Maximum*

- **TIMELINE** *One (1) Page Maximum*

ABILITY OF PROFESSIONAL PERSONNEL

- **NARRATIVE** *Two (2) Page Maximum*
- **ORGANIZATION CHART** *One (1) Page Maximum*
- **RESUMES** *Six (6) Page Maximum*

SUCCESSFUL EXPERIENCE WITH SIMILAR PROJECTS

- **REFERENCES** *Four (4) Page Maximum*

EFFECT OF PROJECT TEAM LOCATION ON RESPONSE *Two (2) Page Maximum*

- **LICENSES** *(Not part of the Page Count)*

FORMS *(Not part of the Page Count)*

- DRUG FREE WORKPLACE
- PUBLIC ENTITY CRIMES
- ADDENDA ACKNOWLEDGEMENT
- NON-COLLUSIVE AFFIDAVIT
- E-VERIFY
- RFQ ACCEPTANCE
- ERRORS OR OMISSIONS
- CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY & EXCLUSION FORM

35-22-01 FIRM DATA SHEET – Professional Services – Brand Research & Development

APPLICANT FIRM NAME: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

EMAIL ADDRESS: _____

FEIN NUMBER: _____

CONTACT PERSON/TITLE: _____

Type Ownership: _____

Submittal for _____ Parent Company
_____ Branch or Subsidiary

Parent Company, if any: _____

Former Parent Company/Companies:

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

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

SUBCONSULTANT FIRMS:

Firm Name and Address

Services to be Provided

1.

1.

2.

2.

3.

3.

4.

4.

5.

5.

-
1. Name of Business
Address/Location
Contract #
Contract Start/Completion Date
Contract Amount
Contact Person, Title, Phone Number, Email
Description of Work Performed:
Did they accept/implement your recommendations
If not, why?
 2. Name of Business
Address/Location
Contract #
Contract Start/Completion Date
Contract Amount
Contact Person, Title, Phone Number, Email
Description of Work Performed:
Did they accept/implement your recommendations
If not, why?
 3. Name of Business
Address/Location
Contract #
Contract Start/Completion Date
Contract Amount
Contact Person, Title, Phone Number, Email
Description of Work Performed:
Did they accept/implement your recommendations
If not, why?
 4. Name of Business
Address/Location
Contract #
Contract Start/Completion Date
Contract Amount
Contact Person, Title, Phone Number, Email
Description of Work Performed:
Did they accept/implement your recommendations
If not, why?

DRUG-FREE WORKPLACE FORM-35-22-01

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

certifies that _____ does:

(Name of Business)

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

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

Bidder's Signature

Date

CITY OF ZEPHYRHILLS

STATEMENT OF NO BID

If you do not intend to bid, please complete the information below and return this form with the bid title and number clearly marked on the front of the envelope. Please send the STATEMENT OF NO BID FORM no later than the opening date indicated on the INVITATION TO BID FORM.

Please be advised that if the NO BID STATEMENT is not executed and returned your name may be deleted from the list of qualified bidders for the City of Zephyrhills.

We decline to submit a bid for the following reasons:

- ☐ Unable to meet Bond or Insurance requirements.
- ☐ Unable to meet specifications; we do not offer this product or an equivalent.
- ☐ Specifications are unclear, specialty items are too intricate.
- ☐ Insufficient time to respond; our schedule will not permit us to perform.
- ☐ Reason for declining on attached sheet.

Company Name: _____ Date: _____

Telephone Number: _____ Signature: _____

Return completed form to: City of Zephyrhills, Purchasing Department
5335 8th Street
Zephyrhills, FL 33542

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),
FLORIDA STATUTES ON PUBLIC ENTITY CRIMES – 35-22-01**

**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 _____
(print name of the public entity)

by _____ (print
individual's name and title)

for _____
(print name of entity submitting sworn statement)

whose business address is

and (if applicable) its Federal Employer Identification Number (FEIN) is _____

(If the entity has no FEIN, include the Social Security Number of the individual

signing this sworn statement: _____)

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.)

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

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

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

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

(Signature)

Sworn to and subscribed before me this _____ day of _____,
20__.

Personally known _____

Or Produced identification _____

Notary Public – State of _____

My commission expires _____
(Type of Identification)

(Printed, Typed or stamped commissioned name of notary public)
Form PUR 7068 (Rev. 06/18/92)

Addenda Receipt Acknowledgment-35-22-01

Addendum # _____ Date _____ Initials _____

Addendum # _____ Date _____ Initials _____

Addendum # _____ Date _____ Initials _____

Addendum # _____ Date _____ Initials _____

Firm Representative:

Signature/Date (Executed by Corporate Authority)

NON-COLLUSIVE AFFIDAVIT-35-22--1

State of Florida

County of _____

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

_____, the party making the fore-going submittal of qualifications or bid that such
submittal (partner or officer of the Firm, etc)

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

Officer

_____ *(Company Name)*

State of Florida

County of _____

The foregoing instrument was acknowledged before me this _____ day of _____
by

_____ *(name and title of corporate officer)*

of _____ *(Name of Corporation),*

a _____ *(state or place of incorporation)* corporation, on behalf of the
corporation. He/she is personally known to me or has produced _____ *(Identification type)*
as identification.

_____ *(Signature line for notary public)*

_____ *(Name of notary type, printed or stamped)*

_____ *(Title or rank)*

My commission expires: _____

Serial number, if any _____

E-VERIFY

RFQ No: 35-22-01

Project Description: Brand Research & Development for the City of Zephyrhills

Vendor/Consultant acknowledges and agrees to the following:

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

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

Company/Firm: _____

Authorized Signature: _____

Title: _____

Date: _____

Errors or Omissions – 35-22-01

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

☐ **YES**

☐ **No**

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

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Form – 35-22-01

1. The prospective Vendor, _____, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal Department or Agency.

2. Where the Vendor is unable to certify to the above statement, the prospective Vendor shall attach an explanation to this form.

Vendor: _____
Name of Company – Please Print

Signature: _____
Authorized Company Representative

Name/Title: _____

Address: _____

Date: _____

RFQ ACCEPTANCE

I acknowledge and understand the requirements set forth in RFQ 35-22-01 Brand Research & Development for the City of Zephyrhills.

Authorized Signature Date

Printed Name

Company Name

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

(Seal)

By: _____

Title: _____